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Board on Professional Responsibility

DISTRICT OF COLUMBIA COURT OF APPEALS

BOARD ON PROFESSIONAL RESPONSIBILITY

In the Matter of	*	
Pamela A. McLean.	*	**Disciplinary Docket No. 2023-D173**
Respondent.	*	
(Bar registration No. 497891)		

Respondent's Answers to Specification of Charges

I, Pamela Anne McLean, herein respond to the charges related to Disciplinary Docket No. 2023-D173 and state as follows:

Statement of Facts

1. McLean is an active member of the Bar of the District of Columbia Court of Appeals, admission date 05/12/2006, bar number 897891.

2. Jones initially hired McLean to represent her in a debt case in Prince George's County District Court in May 2019 (Case No. 0502-0015635-2019/Freedom Designs, Inc. v. Karters Medical Supply). Prior to the closure of this matter, Jones asked McLean to represent her in a case against her home builder, NVR, Inc. in D.C in October 2023. Jones told McLean her family suffered personal injuries as a result of structural defects in both the design and construction of her home located at 1001 Tanner Place, S.E., Washington, D.C. 20032. Jones also believed that the use of inferior construction materials by the builder contributed to her personal injuries. Jones also believed that these defects caused a negative impact on the marketability of her property.

3.Between October 2019 and January 22, 2020, McLean researched Jones' allegations. McLean recommended and Jones hired a contractor to inspect the design and construction of her home. Karma Home Designs, LLC performed an inspection of the design and construction of Jones'

home on November 6, 2019.[1] During this same period, McLean recommended and Jones hired a mold remediation company to perform a mold inspection in her home. Boston Environmental & Contracting, Inc. performed a mold inspection on November 19, 2019[2], more than two months before McLean filed the Complaint in D.C. Superior Court. The mold inspection was performed and the presence of black mold was confirmed in Jones' home. McLean also requested that Jones provide her with the medical records of her entire family. McLean reviewed Jones' medical records prior to filing the case and verified that Jones and her newborn son had substantial medical incidents which could all substantially be related to the presence of toxic mold in their home. On November 26, 2019, McLean emailed defense counsel a pre-litigation settlement letter.[3] The defendant rejected McLean's settlement offer. On January 23, 2020, McLean filed the complaint in D.C. Superior Court.

4. McLean contacted expert witnesses and obtained evaluations from experts before filing the complaint. Karma Home Designs, LLC performed an inspection of the design and construction of Jones' home on November 6, 2019. McLean evaluated Karma's findings prior to filing the complaint. Boston Environmental & Contracting, Inc. performed a mold inspection on November 19, 2019. McLean evaluated Boston Environmental & Contracting's findings prior to filing the complaint. Jones provided her medical records to McLean in October 2019. McLean evaluated the medical records of Jones and her children prior to filing the complaint. The complaint was filed on January 23, 2020.

5. Defendant moved for removal of the case from D.C. Superior Court to the U.S. District Court for the District of Columbia. The case was removed to the federal court.

6. On April 29, 2020, the Court dismissed without prejudice Count 2 (claim for fraud), Count 3 (claim for Negligence), Count 4 (claim for negligent misrepresentation), and Count 7 (claim under the District of Columbia Consumer Protection Procedures Act) of the complaint. The Court dismissed with prejudice Count 6 (claim for the breach of the implied warranty of merchantability) of the complaint. Dismissal was denied with respect to Count 1 (breach of

[1] Karma construction inspection 11/06/2019
[2] Mold Inspection, 11-19-2019
[3] Pre-litigation settlement letter

contract), Count 5 (breach of express warranty) and Count 8 (strict liability) of the complaint.

7. The court issued its scheduling order for discovery on August 3, 2020. According to the scheduling order, Jones' expert witness disclosures were due on or before September 30, 2020. On September 29, 2020, McLean filed Proponent's Rule 26(a)(2)(B) Disclosure and stated that Jones did not have any expert witnesses to date.

8. McLean advised Jones about the necessity of expert witnesses. McLean researched potential experts and gave their names to Jones for her review and consent. Beginning in October 2019, McLean made repeated efforts to confirm expert witnesses for Jones' case. McLean was in communication with Ken Broughton of Unbiased Mold Testing for months, requesting that he act as an expert in Jones' case. McLean made repeated requests for Mr. Broughton to provide his resume and an expert witness report. Mr. Broughton provided his resume[4]. However, Mr. Broughton did not fully comply with McLean's requests.[5] His report was incomplete and unsigned. McLean gave Jones the names of several other mold experts for her review and consent to use as expert witnesses. Additionally, it was agreed that Jones would pay the fees of any expert witness. These experts requested payment upfront. McLean filed a supplemental production on December 16, 2020[6] in response to defendant's production requests. This production included the resumes of Dr. Ross Myerson, Ken Broughton and Joe Spurgeon as potential expert witnesses. McLean had recommended these individuals to Jones and several others as expert witnesses. Jones communicated with Dr. Spurgeon. Dr. Spurgeon prepared an expert report only after Jones had paid him his fee. His expert report, as result, was not provided until June 22, 2021.[7] Dr. Spurgeon also provided his resume[8]. Dr. Myerson never consented to be an expert witness. McLean also emailed Jones' doctors on August 31, 2020 to ask them to testify as expert witnesses in her case.[9] McLean contacted doctors, via phone, who had treated Jones and her children but never received a response from these providers. (Dr. Alsan Bellard,

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[4] Broughton resume
[5] Broughton expert witness report 03-28-21
[6] Supp production 12-16-2020
[7] Joe Spurgeon expert witness report
[8] Spurgeon resume.
[9] Request to Doctors to be expert witnesses

1801 Mississippi Avenue, SE, Washington, D.C. 20020-6117, 202-436-3060; Dr. Arnell M. Jones, United Medical Center 1310 Southern Avenue, SE, Washington, D.C. 20032202-574-6000; Dr. Bruce Campbell – ER, United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Sonal Batra, United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Yousuf Dawood; United Medical Center, 1310 Southern Avenue, SE, Washington, D.C., 20032, 202-574-6000; Dr. Jane E. Germano, United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Mehmet Bayraktar; United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Monisha Bahri, United Medical Center, Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Mahmoud Kheirbek, United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Zacharia Cherian, United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000). On July 9, 2021, McLean made a supplemental filing which contained Ken Broughton's resume and expert witness report, Dr. Spurgeon's resume and expert witness report, and Dr. Pearl's resume[10] and expert witness report[11].

9. McLean explained to Jones that she would need a mold expert, building construction expert and medical experts. McLean contacted Karma Home Designs, LLC as a potential construction expert, Boston Environmental & Contracting, Inc. as a potential mold expert and the treating physicians of both Jones and her children as potential medical experts. McLean contacted additional experts who she referred to Jones for her review, consent and payment prior to being used as expert witnesses in her case.

10. McLean spoke with Ken Broughton and he consented to be an expert witness in Jones' case. McLean spoke with Dr. Spurgeon and he agreed to be an expert witness in Jones' case. McLean also received an expert witness report from Dr. Myerson. The resumes and expert reports of these professionals was submitted in a supplemental filing. McLean told Jones that she would have to pay the expert witnesses' fees. McLean, therefore, gave Jones the contact information of

[10] Dr. Pearl's resume

[11] Dr. Pearl's expert witness report

each potential expert witness so that she could contact them, approve of their credentials and pay their fees.

11. On September 29, 2020, McLean filed Proponent's Rule 26(a)(2)(B) Disclosure and stated that Jones did not have any expert witnesses to date. McLean advised Jones about the necessity of expert witnesses. McLean researched potential experts and gave their names to Jones for her review and consent. Beginning in October 2019, McLean made repeated efforts to confirm expert witnesses for Jones' case. McLean was in communication with Ken Broughton of Unbiased Mold Testing for months, requesting that he act as an expert in Jones' case. McLean made repeated requests for Mr. Broughton to provide his resume and an expert witness report. Mr. Broughton provided his resume. However, Mr. Broughton did not comply with McLean's requests. His report was incomplete and unsigned. McLean gave Jones the names of several other mold experts for her review and consent to use as expert witnesses. It was agreed that Jones would pay the fees of the expert witnesses. McLean filed a supplemental production on December 16, 2020 in response to defendant's production requests. This production included the resumes of Dr. Ross Myerson, Ken Broughton and Joe Spurgeon as potential expert witnesses. McLean had recommended these individuals to Jones and several others as expert witness. Jones communicated with Dr. Spurgeon. Dr. Spurgeon prepared an expert report. His expert report was not provided until June 22, 2021. Dr. Spurgeon also provided his resume. Dr. Myerson provided his resume and an expert witness report. McLean also emailed Jones' doctors on August 31, 2020 to ask them to testify as expert witnesses in her case. McLean also contacted doctors, via phone, who had treated Jones and her children by phone but never received a response from these providers. On July 9, 2021, McLean made a supplemental filing which contained Ken Broughton's resume and expert witness, Dr. Spurgeon's resume and expert witness report, and Dr. Pearl's resume and expert witness report (docket entry 61, 07-09-2021).

12. The court held a status conference on March 12, 2021. McLean disclosed to the court at this hearing that she did have exhibits and evidence from expert witnesses. On this date, none of the experts McLean had communicated with had yet confirmed their willingness to appear at trial on Jones' behalf. Additionally, a trial date had not yet been set in this case. A trial date was never

set in this case.

13. McLean never told Jones that she did not need expert witnesses. Prior to filing the case, McLean evaluated the strength of Jones' claims through the work of mold inspection experts, construction experts and medical experts. McLean obtained the names and contact information of multiple experts. McLean gave the names of these experts to Jones so that she could contact them directly, assess whether she approved of them and notify McLean that she consented to them. McLean told Jones that she would have to pay these experts their fees. These experts required payment of their fees prior to preparing their reports and prior to confirming their involvement in the case. Jones never confirmed to McLean that she paid these experts their fees.

14. On March 18, 2021, defense counsel emailed McLean a settlement offer.

15. McLean forwarded defendant's settlement offer to Jones.

16. Jones emailed a response to McLean regarding the settlement offer.

17. McLean replied to Jones' email. Jones had repeatedly used abusive speech in her telephone communications with McLean. Jones called McLean daily, sometimes several times a day, early in the morning and late at night. Jones had mentioned seeking alternative counsel. Jones communicated to McLean that Jones did not agree with McLean's legal advice. McLean notified Jones of her intent to withdraw as her lawyer.

18. McLean filed a motion to withdraw as Jones' lawyer on March 18, 2021. However, McLean continued to work on Jones' behalf because the court did not grant McLean's motion to withdraw as Jones' lawyer.

19. Jones hired Jarrett Colby as her new lawyer. Colby contacted McLean and demanded all of Jones' records. McLean confirmed with Jones that she had retained and paid Colby to represent her in the case. McLean sent Colby Jones' records. Colby communicated with defense counsel. Colby did not enter his appearance as Jones' lawyer in her case. On March 22, 2021, McLean filed a Notice of Substitution of Counsel to notify the court that Jarrett Colby was now Jones' lawyer. Colby notified the court that he was not Jones' lawyer.

20. Colby never entered his appearance in the case.

21. On May 27, 2021, the court denied McLean's motion to withdraw.

22. On May 28, 2021, NVR filed its Motion in Limine.

23. By May 30, 2021, McLean was continuing to reach out to various professionals to assess their willingness to act as experts in the case.

24. On June 24, 2021, McLean filed an opposition to NVR's motion in limine.

25. On June 25, 2021, McLean filed an opposition to NVR's motion for summary judgment

26. On July 9, 2021, McLean filed a supplemental disclosure. This filing included the resumes of expert witnesses Ken Broughton, Dr. Joseph Spurgeon and Dr. James Pearl. On this date, no trial date had been set. On December 16, 2020, McLean filed Plaintiffs Supplemented Responses to Defendants Production Requests[12]. This filing included eleven attachments, amongst which were Dr. Joe Spurgeon's resume, Dr. Ross Myerson's resume and Ken Broughton's resume. These experts were disclosed to the court on December 16, 2020 (docket entry 61). Ken Broughton was disclosed prior to this date. However, McLean did not obtain complete, signed reports from these professionals until July 2021. Dr. Myerson was not included in the filing on July 9, 2021 because he still had not committed to involvement in the case by that date.

27. On July 12, 2021, NVR filed its Objection to and Motion to Strike Affidavits and Exhibits Submitted in Support of Plaintiff's Opposition to Motion for Summary Judgment.

28. On March 29, 2022, the court granted NVR's Motion in Limine in part, precluding Plaintiff from relying on testimony or evidence from experts. The court granted NVR's motion to Strike in part, striking Jones' disclosed expert witnesses as untimely.

29. On July 12, 2021, the court granted NVR's motion for summary judgment.

30. McLean has not violated any of the Rules of the District of Columbia Rules of Professional Conduct.

Standard of Review

Rule 1.1(a) requires a lawyer to provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

[12] Supp Prod 12-16-2020

Rule 1.1(b) requires a lawyer to serve a client with skill and care commensurate with that generally afforded to clients by other lawyers in similar matters.

Rule 1.3(a) requires a lawyer to represent a client zealously and diligently within the bounds of the law.

Rule 1.3(c) requires a lawyer to act with reasonable promptness in representing a client.

Rule 1.4(b) requires a lawyer to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

Discussion

Respondent challenges the factual findings underlying these rule violations. Indeed, the court must accept the Board's evidentiary findings if they are supported by substantial evidence in the record," *In re Howes*, 52 A.3d 1, 12 (D.C. 2012); see also D.C. Bar R. XI, § 9 *785 (h)(1). However, in this case, the Board lacks substantial evidence to support its charges. Granting defendant's motion for summary judgment and dismissal of the case by the trial court does not necessarily indicate incompetent representation. The factual findings relating to the handling of Jones' case are not supported by substantial evidence. The trial court record demonstrates that McLean diligently and zealously represented Jones' interests. McLean timely filed the expert witness disclosure. However, the initial disclosure stated that Jones had no experts *to date* because, in spite of her efforts, none of the witnesses she had contacted (and advised Jones to contact and pay) had confirmed their willingness to act as experts in the case by the filing deadline. Additionally, McLean had advised Jones that these experts required payment of their fees prior to consenting to act as experts and notified Jones that she would have to pay and retain the experts. Rule 1.1(a) also requires that the Board demonstrate a "serious deficiency in the representation." and "fail[ure] to engage in the thoroughness and preparation reasonably necessary" for the case. *In re Evans*, 902 A.2d 56, 69–70 (D.C. 2006) (per curiam). Rule 1.1(a), Rule 1.1(b). Prior to filing the case, McLean advised Jones to hire mold and construction experts to inspect her home. McLean evaluated the results of these inspections as well as Jones' family

medical records for indications of mold exposure months prior to filing the case. McLean also researched the applicable rules, statutes and relevant caselaw related to Jones' case prior to filing it in court. McLean used the thoroughness and preparation necessary for Jones' case and therefore did not violate Rule 1.1(a) and Rule 1.1(b).

Additionally, Respondent met with the Board in or around June 2025 regarding these same charges and was told that the matter had been resolved. For the court to now impose an alternative disciplinary finding would result in an inconsistent disposition. The court may defer to the discipline recommended by the Board "unless to do so would foster a tendency toward inconsistent dispositions for comparable conduct or would otherwise be unwarranted." *In re Tun*, 195 A.3d 65, 74 (D.C. 2018) (quoting D.C. Bar R. XI, § 9 (h)(1)). The Board's undue delay in prosecuting these charges has resulted in actual prejudice to McLean. Undue delay may result in a due process violation if the respondent demonstrates actual prejudice—that is, that the delay in prosecution "impaired [her] defense." *Williams*, 513 A.2d at 797.These charges were initially brought by the board in 2023. McLean responded in a timely manner. Again in or about June 2025, McLean was called into the Board's office and required to file a written response to these charges. McLean complied. However, key emails pivotal to McLean's defense have since been automatically deleted by the account used by McLean during the pendency of this case.

Rule 1.3 relates to a lawyer's obligation to represent clients with diligence and zeal. Rule 1.3(a) requires a lawyer to represent his or her clients "zealously and diligently within the bounds of the law." McLean did not violate Rule 1.3(a). At all periods of time in this case, McLean remained attentive to the needs of this case. Jones called and/or emailed McLean almost daily and McLean never failed to accept Jones' calls or timely respond to her emails. McLean met all filing deadlines in this case. She filed all of the appropriate pleadings, motions, oppositions and met all discovery deadlines. McLean spoke with or emailed Jones almost daily to provide updates, court orders and defense communications to Jones. McLean performed factual research on the case for three months prior to filing it. Three months before filing the case, McLean evaluated mold and construction inspections and medical records of the Jones' family. McLean

also researched the applicable statutes and caselaw related to the case. McLean also communicated with defense counsel prior to filing the case, in an attempt to settle it. Neglect of a client is defined as "indifference and a consistent failure to carry out the obligations that the lawyer has assumed to the client." *In re Wright*, 702 A.2d 1251, 1255 (D.C. 1997); see also D.C. R. Prof. Conduct 1.3, Cmt. 8 ("Neglect of client matters is a serious violation of the obligation of diligence."). McLean represented Jones with diligence and zeal. McLean did not neglect this case nor Jones as a client.

Rule 1.3(c) provides that an attorney "shall act with reasonable promptness in representing a client." McLean acted with reasonable promptness in representing Jones. McLean acted with reasonable promptness in investigating and filing Jones' complaint. McLean filed supplemental expert witness disclosures once she had the required documentation from experts and they had consented to act as experts in Jones' case. McLean complied with every discovery request. Even after filing a motion to withdraw, McLean continued to work diligently on the case.

Rule 1.4(b) states than an attorney "shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation." The Rule places the burden on the attorney to "initiate and maintain the consultative and decision-making process if the client does not do so and [to] ensure that the ongoing process is thorough and complete." D.C. R. Prof. Conduct 1.4, cmt. [2]. McLean communicated with Jones almost daily, via phone and mail. McLean explained the matter to the extent reasonably necessary to permit Jones to make informed decisions regarding the representation. "While [a]n attorney need not communicate with a client as often as the client would like, the attorney's communication with the client must be reasonable under the circumstances." *Ekekwe-Kauffman*, 210 A.3d at 789 (internal quotation marks omitted). "Accordingly, the 'guiding principle' for evaluating conduct under Rule 1.4 is whether the lawyer fulfilled 'reasonable client expectations for information' consistent with the lawyer's 'duty to act in the client's best interests' and the client's overall objectives." Id. (quoting D.C. R. Prof. Conduct 1.4, Cmt. [3]). "To meet that expectation, a lawyer not only must respond to client inquiries but also must initiate communications to provide information when needed." Id. (internal quotation marks omitted). "[A] lawyer may not withhold

information to serve the lawyer's own interest or convenience." *In re Mitrano*, 952 A.2d 901, 927 (D.C. 2008) (quoting D.C. R. Prof. Conduct 1.4, Cmt. [5]). McLean provided information to Jones regarding her case on a regular basis. McLean kept Jones informed about her case, communicating filing deadlines, court orders, discovery and preparing her for depositions. McLean also communicated settlement offers to Jones. McLean never withheld information regarding her case from Jones.

Conclusion

WHEREFORE, McLean moves the court to dismiss all charges.

Date: August 3, 2026

Respectfully submitted,

_____/s/_____

Pamela McLean, Esq. (D.C. Bar No. 497891)
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Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of August 2026 a copy of the foregoing Document has been served electronically and/or via first-class mail, postage prepaid upon the following:

Jelani C. Lowery
Assistant Disciplinary Counsel
Office of Disciplinary Counsel
515 5th Street NW
Room 117, Bldg. A
Washington, D.C. 20001

and

Hamilton P. Fox, III
Disciplinary Counsel
Office of Disciplinary Counsel
515 5th Street NW
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/s/Pamela McLean, Esq.

JAMES LAWRENCE PEARLE, MD

CURRICULUM VITAE

EDUCATION

MD	New York Medical College New York, New York	1973
BA	Biology University of Chicago Chicago, Illinois	1969

POST GRADUATE STUDIES

Fellowship	Pulmonary University of Illinois Medical Center Chicago, Illinois	1977-1979
Residency	George Washington University Washington, D.C	1975-1977
Internship	Kaiser Hospital Oakland, California	1973-1974

PROFESSIONAL EXPERIENCE

Chairman, Physician Well-Being Committee St. Jude Medical Center	2019-Present
President and Medical Director California Research Medical Group, Inc. Fullerton, California	2001-Present
Medical Director Kindred Hospital Brea, California	2004-2017
Medical Director Vitalcare Neuro-sub-acute Unit Brea, California	2000-2005

[redacted]

Director of Respiratory Therapy Brea Community Hospital Brea, California	2000-2205
President Southern California Hospitalist Network, Inc. Anaheim, California	1999-Present
President Western Pulmonary Medical Group, Inc. Fullerton, California	1982-Present
Chief of Staff Specialty Hospital La Mirada, California	1996-2001
Medical Consultant Grossman Burn Unit Martin Luther Hospital Anaheim, California	1996-2000
Director of Hyperbaric Medicine Martin Luther Hospital Anaheim, California	1996-2000
Director of Respiratory Therapy St. Jude Medical Center Fullerton, California	1995-2000
Director of Respiratory Therapy Whittier Hospital Medical Center Whittier, California	1996-1999
Director of Respiratory Therapy Martin Luther Hospital Anaheim, California	1981-1999
Director of Pulmonary Rehabilitation Martin Luther Hospital Anaheim, California	1988-1998
Director of Respiratory Therapy Rio Hondo Medical Center Pico Rivera, California	1990-1996

[redacted]

Director of Respiratory Therapy Coast Plaza Doctors Hospital Norwalk, California	1990-1995
Director of Respiratory Therapy La Mirada Medical Center La Mirada, California	1989-1992
Medical Director Hacienda La Puente Respiratory Technician School La Puente, California	1986-1990
Director of Respiratory Therapy St. Jude-Yorba Linda Medical Center Yorba Linda, California	1988-1989
Assistant Professor of Medicine Division of Pulmonary Disease UCI School of Medicine Orange, California	1982 - 1987
Assistant Professor of Medicine Division of Pulmonary Disease UCLA School of Medicine Los Angeles, California	1979-1981
Director of Bronchoscopy UCLA School of Medicine Los Angeles, California	1980 - 1981

PROFESSIONAL REGISTRATIONS

Medical Licensures:	California	1980-Present
	District of Columbia	1975-1977
	Illinois	1977-1980
Board Certifications:	Pulmonary Disease	1980
	Internal Medicine	1977

[redacted]

PUBLICATIONS

Articles:

Pearle J, Correlation of Helium and Plethysmographic Lung Volumes in Airway Obstruction. Am Rev Diagnostics 2:47-48, 1983.

Pearle J, Smoking and Duration of Asbestos Exposure in the Production of Functional and Roentgenographic Abnormalities in Shipyard Workers. JOM: 24:33-40, 1982.

Pearle J, Simmons DH, Ventilatory and Neuromuscular Responses to Inspiratory Positive pressure During C02 Breathing. Respiration 43:277-284, 1982.

Pearle J. Exercise Performance and Functional Impairment in Asbestos-Exposed Workers. Chest 80:701-705, 1982.

Anzueto A, Niederman MS, Pearle J, Restrepo Ml, Heyder A, Choudhri SH. Community-Acquired Pneumonia Recovery in the Elderly (CAPRIE): efficacy and safety of moxifloxacin therapy versus that of levofloxacin therapy. Clin Infect Dis. 42(1):73-81, 2006 . Epub 2005. Erratum in: Clin Infect Dis. 42(9):1350, 2006.

Cote C, Pearle JL, Sharafkhaneh A, Spangenthal S. Faster onset of action of formoterol versus salmeterol in patients with chronic obstructive pulmonary disease: a multicenter, randomized study. Pulm Pharmacol Ther. 22(1):44-9; 2009.

Fabbri LM, Kerwin EM, Spangenthal S, Ferguson GT, Rodriguez-Reisin R, Pearle J, Sethi S, Orevillo C, Darken P, St Rose E, Fischer T, Golden M, Dwivedi S, Reisner C. Dose-response to inhaled glycopyrrolate delivered with a novel Co-Suspension ™ Delivery Technology metered dose inhaler (MDl).in patients with moderate-to-severe COPD. Respir Res. 17(1): 109, 2016.

Ferguson GT, Reisner C, Pearle J, DePetrillo P, Maes A, Martin UJ. Cardiovascular safety profile of a fixed-dose combination of glycopyrrolate and formoterol fumarate delivered via metered dose inhaler using co-suspension delivery technology. Pulm Pharmacol Ther. 49:67-74, 2018.

Lopata M, Pearle J. Diaphragmatic EMS and Occlusion Pressure Response to Elastic Loading During CO2 Rebreathing in Humans Apply Physio 49: 669-675, 1980.

Lopata M, Freilich FA, Onal E, Pearle J, Lourenco RV. Ventilatory Control and the Obesity Hyperventilation Syndrome. ARRD 119:165, 1979.

[redacted]

Reisner C, Pearle J, Kerwin EM, Rose ES, Darken P. Efficacy and safety of four doses of g!ycopyrrolate/formoterol fumarate delivered via a metered dose inhaler compared with the monocomponents in patients with moderate-to-severe COPD. Int J Chron Obstruct Pulmon Dis. 13:1965-1977. 2018.

Tashkin DP, Pearle J, Lezzoni D, Varghese ST. Formoterol and tiotropium compared with tiotropium alone for treatment of COPD. COPD. 6(1):17-25. 2009.

Abstracts:

Pearle J. Dose-Ranging Effects of Glycopyrronium Bromide (GB) Delivered Via a Pressurized Metered Dose-Inhaler (pMDI) on Lung Function in Subjects with Chronic Obstructive Pulmonary Disease (COPD): The GLIMMER Study. ATS International Conference 2019.

Pearle, J. Environmental and Occupational Lung Disease. In Pulmonary Disease, Selecky P Ed. John Wiley and Sons, 303-336, 1982.

Pearle J, Simmons DH, Sayre JW, Tashkin DP, Relationship Between Plethysmographic and Helium Dilution Lung Volumes in Obstructive Lung Disease. ARRD 121:389, 1980.

Pearle J, Simmons DH, Ventilatory and Neuromuscular Responses to Inspiratory Positive Pressure during C02 Breathing. ARRD 121:175, 1980.

Pearle J, Lopata M. Respiratory Neuromuscular Responses to C02 Rebreathing With Elastic Loading in Humans. ARRD 119:347. 1979.

Lopata M, Freilich RA, Onal F, Pearle J, Lourenco RV. Ventilatory Control in the Obesity Hypoventilation Syndrome. Thorax 34:420, 1979.

Chapter:

Pearle J. Environmental and Occupational Lung Disease. In Pulmonary Disease, Selecky P Ed. John Wiley and Sons, 303-336, 1982.

Letters:

Pearle J. Fiber optic Bronchoscopy in Pulmonary Abscess. Chest, 77:708. 1980

Pearle J. Fiber optic Bronchoscopy: An Analysis of Proficiency. Chest. 78:497, 1980.

Pearle J. Bronchoscopy in Pulmonary Abscess. Chest. 75:409, 1979.

[redacted]

INTERESTS

Regulation of ventilation
Sleep disorders
Obesity hypoventilation syndrome
Occupational lung disease, asbestos-related disorders
Bronchoscopy
Pulmonary Rehabilitation
Reviewer for Chest
Reviewer for International Journal of Chronic Obstructive Pulmonary Disease
Certified in Hyperbaric Medicine, 1996
Clinical Trials
Burn Medicine
Wound Care

SPEAKING ENGAGEMENTS

Toxic Torts Advocacy I, II, III, IV:	San Francisco, 1983-86
Asbestos Disease-Defense Research Institute:	Boston, 1986
Asbestos-related Lung Disorders-Medilegal Institute:	Las Vegas 1984 Palm Springs 1985

Grand Rounds and Medical Education Programs:

UCLA
UC Irvine
Martin Luther Hospital
Humana Hospital, West Anaheim
Placentia Linda Community Hospital
St. Jude Medical Center
Daniel Freeman Hospital
St Joseph's Hospital
Brea Community Hospital

Speaker For:

Rorer Pharmaceuticals
Glaxo Pharmaceuticals

[redacted]

Pfizer Pharmaceuticals
Merck Pharmaceuticals
Schering-Key Pharmaceuticals
Bayer Pharmaceuticals
Smith Kline Pharmaceuticals
Consultant Cheisi Pharmaceuticals
CITI GCP: Training Completed.

CLINICAL TRIAL EXPERIENCE

2019-- A Randomized, Blinded, Parallel Group, Placebo-Controlled, Multiple Dose, Multicenter Study To Compare The Therapeutic Equivalence Of XXXX, XXXX To XXXX, In Adult Subjects With Asthma.

2018-- A Prospective, Phase 2, Randomized, Multi-Center, Double-Blind Study Of The Efficacy, Tolerability, And Safety Of Oral XXXX Versus Oral XXXX For Treatment Of Uncomplicated Urinary Tract Infections In Adult Women.

2018-- A Phase 2b Randomized, Double-Blind, Placebo-Controlled, Parallel-Arm, Multi-Centre Study To Assess The Efficacy And Safety Of Multiple Dose Levels Of XXXX Given Once Daily For Twelve Weeks, Compared To Placebo, In Asthmatics Symptomatic On Low Dose XXXX.

2017-- A Phase 3b, Randomized, Double-Blind, Double-Dummy, Parallel-Group, Study To Compare Once Daily Nebulized XXXX With XXXX Once Daily Delivered Via The XXXX On Lung Function In Subjects With Chronic Obstructive Pulmonary Disease And A Low Peak Inspiratory Flow Rate.

2017-- A Dose Ranging, Parallel Group, Active (XXXX) And Placebo-Controlled Study To Assess Relative Bioavailability, Pharmacodynamics And Safety Of Three Doses Of XXXX Inhalation Solution In Subjects With Mild To Moderate Chronic Obstructive Pulmonary Disease.

2017-- A Phase 3, Randomized, Double-Blind, Double-Dummy, Multicenter, Prospective Study To Assess The Efficacy And Safety Of IV XXXX Compared With XXXX In Complicated Urinary Tract Infections.

2017-- A Randomized, Blinded, Parallel-Group, Placebo-Controlled, Multiple Dose, Multicenter, Multinational Study To Compare The Therapeutic Equivalence of A XXXX Inhalation Aerosol (Manufactured By XXXX For XXXX) to XXXX (Manufactured By XXXX) In Adolescent And Adult Patients With Asthma.

[redacted]

2017-- An 8 Week, Randomized, Double-Blind, Placebo And Active-Controlled, Parallel Group, Dose Ranging Study To Evaluate The Efficacy And Safety Of 3 Doses Of XXXX Pmdi (XXXX) In Asthmatic Subjects.

2017-- A 6-Week, Randomized, Double-Blind, Placebo And Active-Controlled, Parallel Group, Dose Ranging Study To Evaluate The Efficacy And Safety Of 4 Doses Of XXXX Pmdi (XXXX) In Subjects With Chronic Obstructive Pulmonary Disease (COPD).

2017-- A Randomized, Double-Blind, Double-Dummy, Active-Controlled, Multi-Center, Parallel Group Study To Show The Superiority In Lung Function Of 12 Weeks Once Daily Treatment With Orally Inhaled XXXX Fixed Dose Combination Delivered By The XXXX Inhaler Vs. 12 Weeks Twice Daily Treatment With Orally Inhaled XXXX Fixed Dose Combination Delivered By The XXXX In Patients With Chronic Obstructive Pulmonary Disease (COPD).

2017-- A Randomized, Subject-And-Investigator-Blinded, Placebo-Controlled, Multi-Center, Multiple Dose Study To Assess The Efficacy And Safety Of XXXX In Patients With Inadequately Controlled Moderate To Severe Asthma.

2017-A Randomized, Double-Blind, Parallel Group, Multi-Center 24- Week Study Comparing The Efficacy And Safety Of Three Doses Of XXXX To Placebo And Open-Label XXXX In Subjects With Persistent Asthma

2016 - A Randomized, Double-Blind, Parallel Group, Multi-Center Study To Assess The Efficacy And Safety Of XXXXX Compared To XXXXX On COPD Exacerbations Over A 52-Week Treatment Period In Subjects With Moderate To Very Severe COPD.

2016 - A 24 Week Treatment, Multicenter, Randomized, Double-Blind, Parallel Group, Clinical Trial Evaluating The Efficacy And Safety of XXXXX 400µg/Formoterol Fumarate 12 µg Fixed-Dose Combination BID Compared With Each Monotherapy (XXXXX 400 µg BID And Formoterol Fumarate 12 µg BID) And Tiotropium 18 µg QD When Administered To Patients With Stable Chronic Obstructive Pulmonary Disease.

2015 – A Randomized, Double-Blind, Placebo Controlled Study To Assess The Safety, Tolerability, Pharmacokinetics And Pharmacodynamic Effects of Multiple Doses Of XXXXX In Patients With COPD.

2015 - A Randomized, Parallel-Group, Placebo-Controlled, Clinical Endpoint Bioequivalence Study Of Generic XXXXX 100µg And XXXXX 50 µg Inhalation Powder Compared With Advair Diskus® 100/50 In Subjects With Asthma.

2015 – A Phase 3, 12-Week, Randomized, Double-Blind Placebo-Controlled Parallel Group Study of Nebulized XXXXX in Subjects with COPD.

[redacted]

2015 – A Randomized, Double-Blind, Parallel-Group, 24-Week, Chronic-Dosing, Multi-Center Study To Assess The Efficacy And Safety Of XXXXX, XXXXX, And XXXXX Compared With Symbicort® Turbohaler® As An Active Control In Subjects With Moderate To Very Severe Chronic Obstructive Pulmonary Disease.

2015 – A Randomized, Double-Blind, Parallel-Group, 52-Week, Chronic-Dosing, Multi-Center Study To Assess The Safety And Tolerability Of XXXXX, XXXXX And XXXXX In Subjects With Moderate To Very Severe COPD.

2014 - A 28-Week, Multi-Center, Randomized, Double-Blind, Parallel-Group, Active-Controlled Safety Extension Study To Evaluate The Safety And Efficacy Of XXXX, XXXX, And XXXX In Subjects With Moderate To Very Severe COPD, With Spiriva Handihaler As An Active Control.

2014 - A Randomized, Double-Blind, Placebo-Controlled, Dose-Ranging Study To Evaluate XXXXX In Patients With Moderate To Severe, Uncontrolled Asthma.

2014 - A Phase IIB, 28-Day, Randomized, Double=Blind Placebo-Controlled Parallel Group Study Of Nebulized XXXXX In Subjects With Chronic Obstructive Pulmonary Disease.

2014 - A Randomized, Double-Blind, Double Dummy, Parallel Group Study To Determine The Local Equivalence Of Multiple Doses Of XXXXX To Advair Diskus Administered Via Oral Inhalation In Adult Asthma Patients.

2014 -A Phase IIIB, 6 Month, Double Blind, Double Dummy, Randomized, Parallel Group, Multicenter Exacerbation Study Of Symbicort XXXXX Ug X 2 Actuations Twice Daily Compared To Formoterol Turbuhaler 4.5 Ug X 2 Inhalations Twice Daily In COPD Patients.

2014 - A Randomized, Double-Blind, Double Dummy, Chronic Dosing (56 Week) Placebo-Controlled, Parallel Group, Multicentre, Phase III Study To Evaluate The Efficacy And Safety Of 3 Doses Of Benralizumab XXXXX) In Patients With Moderate To Very Severe Chronic Obstructive Pulmonary Disease (COPD) With A History Of COPD Exacerbations.

2014 - A 12-Week, Double-Blind, Placebo-Controlled, Efficacy And Safety Study Of Fluticasone Propionate Multidose Dry Powder Inhaler Compared With Fluticasone/Salmeterol Multidose Dry Powder Inhaler In Adolescent And Adult Patients With Persistent Asthma Symptomatic Despite Inhaled Corticosteroid Therapy.

2014 - A 26-Week Open-Label Study To Assess The Long-Term Safety Of Fluticasone Propionate Multidose Dry Powder Inhaler And Fluticasone Propionate/Salmeterol Multidose Dry Powder Inhaler In Patients 12 Years Of Age And Older With Persistent Asthma.

2014 - Medically Ill Patient Assessment of Rivaroxaban versus Placebo IN Reducing Post-Discharge Venous Thrombo-Embolism Risk.

[redacted]

2014 - A 12-Week Phase II Study to Evaluate the Efficacy and Safety of XXXX Following Exacerbations in Patients with Chronic Obstructive Pulmonary Disease (COPD) By Targeting the XXXXX Pathway.

2014 - A Randomized, Double-Blind, Placebo-Controlled, Parallel Group Study To Assess The Efficacy, Safety, And Tolerability Of XXXX Administered Twice Daily By Inhalation For 12 Weeks In Subjects With Persistent Moderate To Severe Asthma Who Remain Uncontrolled Despite Treatment With Inhaled Corticosteroids (Ics) And Long-Acting Beta2 Agonists (Laba).

2014 - A Randomized, Open Label, Active-Controlled, Parallel-Group, Multicenter, Long Term Safety Trial of Treatment with Nebulized XXXXX in Patients with COPD: GOLDEN-5 (Glycopyrrolate with Obstructive Lung Disease via Electronic Nebulizer.

2013- A 12-Week Treatment, Multi-Center, Randomized, Double-Blind, Double Dummy, Parallel Group Study To Assess The Efficacy, Safety And Tolerability Of XXXX Compared To Fluticasone/Salmeterol In COPD Patients With Moderate To Severe Airflow Limitation.

2013- A 12-Week Multi-Center, Randomized, Double-Blind, Placebo Controlled Study To Assess The Efficacy And Safety Of XXXX In Stable COPD Patients.

2013- A 12-Week Treatment, Multi-Center, Randomized, Double-Blind, Parallel-Group, Placebo And Active Controlled Study To Assess The Efficacy, Safety, And Tolerability Of XXXX (Indacaterol Maleate/Glycopyrronium Bromide) In COPD Patients With Moderate To Severe Airflow Limitation.

2013- A Randomized, Double-Blind (Test Products And Placebo), Chronic Dosing (24 Weeks), Placebo-Controlled, Parallel Group, Multi-Center Study To Assess The Efficacy And Safety Of XXXX, XXXX, And XXXX In Subjects With Moderate To Very Severe COPD, Compared With Placebo.

2012- A Phase IV, Randomized, Double-Blind, Placebo-Controlled, Multicenter, Exploratory, Single-Dose Crossover Study With XXXXX 75µg Compared To Placebo, Assessing Time To Patient's Perception Of Onset Of Effect In Patients With Moderate To Severe Chronic Obstructive Pulmonary Disease (COPD).

2012- A 52-Week, Double-Blind, Randomized, Placebo-Controlled, Parallel-Group Study To Evaluate The Effect Of XXXXX 500µg On Exacerbation Rate In Subjects With Chronic Obstructive Pulmonary Disease (COPD) Treated With A Fixed-Dose Combination Of Long-Acting Beta Agonist And Inhaled Corticosteroid (LABA/ICS).

2012- A Randomized, Double-Blind (Test Products And Placebo), Chronic Dosing (14 Days), Four-Period, Eight-Treatment, Placebo-Controlled, Incomplete Block, Cross-Over, Multi-Center Study To Assess Efficacy And Safety Of Six Doses Of XXXXX In Patients With Moderate To Severe COPD, Compared With Spiriva® Handihaler® (Tiotropium 18 µg, Open-Label) As An Active Control.

[redacted]

2012- A Phase III Randomized, Double-Blind, Placebo-Controlled Study To Assess The Efficacy And Safety Of XXXXX In Patients With Uncontrolled Asthma Who Are On Inhaled Corticosteroids And A Second Controller Medication.

2012- A Randomized, Double-Blind, Placebo-Controlled Study To Evaluate The Safety Of Long-Term Use Of XXXXX (Formoterol Fumarate) Inhalation Solution In Subjects With Chronic Obstructive Pulmonary Disease (COPD).

2012- A 12-Week Randomized, Multiple-Dose, Double-Blind, Placebo-Controlled, Parallel-Group Study to Evaluate Nebulized Fluticasone Propionate (FP) Dose Response Ii Adult Subjects with Partly Controlled and Uncontrolled Asthma.

2012- A Phase 2, Multi-Center, Randomized, Double-Blind, Placebo-Controlled, Parallel Group Study Of Two Doses Of Inhaled XXXXX In Patients With Mild To Moderate Allergic Asthma.

2012- A 16-Week, Randomized, Double-Blind, Placebo-Controlled Study to Evaluate the Efficacy and Safety of Reslizumab (3.0 Mg/Kg) Treatment in Patients with Moderate to Severe Asthma.

2012- A Double-Blind, Randomized, Placebo-Controlled, Multicenter, Parallel-Group, Adaptive-Design, Dose-Ranging Study of XXXXX in Adult Subjects with Persistent Asthma.

2012- A Phase 2, Double-Blind, Placebo-Controlled, Randomized Study to Evaluate the Safety, Tolerability, and Efficacy of XXXX in Subjects with Asthma Inadequately Controlled By Corticosteroids.

2012- A Randomized, Double Blind, Parallel Group Study To Assess The Efficacy and Safety Of 12 Weeks Of Once Daily, Orally Inhaled, Co-Administration Of Olodaterol 5µg (Delivered By Respimat® Inhaler) And Tiotropium 18µg (Delivered By The Handihaler®) Compared To Once Daily, Orally Inhaled, Co-Administration of Placebo (Delivered By The Respimat® Inhaler) And Tiotropium 18µg (Delivered By The Handihaler®) In Patients With Chronic Obstructive Pulmonary Disease.

2012- A Randomized, Double-Blind, Placebo-Controlled, Dose-Ranging Study Of The Efficacy And Safety Of EP-101 In Subjects With Moderate To Severe Chronic Obstructive Pulmonary Disease: Golden-2 (Glycopyrrolate For Obstructive Lung Disease Via Electronic Nebulizer).

2012- A 12-Week Multi-Center, Randomized, Double-Blind, Placebo Controlled Study To Assess The Efficacy And Safety Of XXXX In Stable COPD Patients.

2012- A 12-Week Treatment, Multi-Center, Randomized, Double-Blind, Parallel-Group, Placebo And Active Controlled Study To Assess The Efficacy And Safety And Tolerability Of XXXX (Indacaterol Maleate/Glycopyrronium Bromide) In COPD Patients With Moderate To Severe Airflow Limitation.

[redacted]

2011- A Double-Blind, Placebo-Controlled, Randomised, Parallel-Group, Phase-II, Multi-Centre Study To Assess The Efficacy, Safety And Tolerability Of 4 Twice Daily Doses and 2 Once Daily Doses Of XXXX Given As Tablets During 12 Weeks In Asthmatic Patients Treated With Inhaled XXXXX and long-Acting-B2-Agonists.

2011- A Randomized, Double-Blind, Parallel Group, 14-Day, Multi-Center Study To Evaluate The Safety Of XXXX, XXXX, XXXX And XXXX XXXX (12 µg, Open Label) As Evaluated By Holter Monitoring, In Patients With Moderate To Severe Chronic Obstructive Pulmonary Disease (COPD).

2011- A Randomized, Double-Blind, Chronic Dosing (7 Days), Two-Period, Six-Treatment, Incomplete Block, Cross-Over, Multi-Center Study To Assess Efficacy And Safety Of Four Doses Of XXX XXX In Patients With Moderate To Severe COPD, Compared With Its Individual Components (XXF XXX And XX XXX) As Active Controls.

2011- A Phase III International, Randomized, Double-Blind, Double-Dummy Study To Evaluate The Efficacy And Safety Of 300mg Or 600mg Of Intravenous XXXX Twice Daily Compared To 75mg Of Oral XXXX Twice Daily In The Treatment Of Hospitalized Adults And Adolescents With Influenza.

2010- A Long-Term, Randomized, Double-Blind, Extension Study Of The Safety, Tolerability And Efficacy Of XXXX XXXX At Two Dosage Levels When Administered To Patients With Moderate To Severe Chronic Obstructive Pulmonary Disease.

2010- A Randomized, Double-Blind, Double-Dummy, Placebo-Controlled, Parallel- Group Study To Assess The Efficacy And Safety Of Different Doses Of XXXX In Patients With Moderate To Severe Chronic Obstructive Pulmonary Disease, Using XXXX As An Active Control.

2010- A 12-Week Treatment, Multi-Center, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Study to Assess the Efficacy and Safety of Once Daily XXXX in Patients with Chronic Obstructive Pulmonary Disease.

2010- A Randomized, Double-Blind, Placebo-Controlled, 2-Period, Cross-Over Study To Assess The Efficacy And Safety Of Differing Doses Of XXXX Administered Either Once Daily Or Twice Daily, In Patients With Moderate To Severe Chronic Obstructive Pulmonary Disease (COPD).

2010- A Randomized, Active-Controlled, Double-Blind, Double-Dummy, Parallel Group Design, Multi-Center Trial To Compare The Efficacy And Safety Of 2.5 Ug And 5 Ug XXXXX Inhalation Solution Delivered By The XXXXX Inhaler With XXXX Inhalation Capsules 18 Ug Delivered By The XXXX.

[redacted]

2010- A 12-Week Randomized, Multiple-Dose, Double-Blind, Placebo-Controlled, Parallel-Group Trial to Assess the Pharmacodynamic Response of XXXXX XXXX in Fixed-Dose Combination With XXXX XXXX In Subjects With COPD.

2010- A Randomized, Double-Blind, Placebo-Controlled Study Evaluating The Efficacy, Safety, And Tolerability Of 2 Doses Of XXXX XXXX Compared With Placebo For12 Weeks In Patients With Moderate To Severe, Stable Chronic Obstructive Pulmonary Disease Followed By A 40-Week Evaluation Of The Higher XXXX XXXX Dose.

2010- An 8 Week Randomized, Double-Blind, Parallel Group, Multi-Center, Active Controlled Study To Evaluate The Antihypertensive Efficacy And Safety Of XXXX Administered In Combination With XXXX Versus XXXX Alone In Hypertensive Patients With Type 2 Diabetes Mellitus.

2010- A 52-Week Treatment, Multi-Center, Randomized, Double-Blind, Parallel Group, Active Controlled Study To Evaluate The Effect Of XXXX (110/50 Ug O.D.) Vs. XXXX (50 Ug O.D.) And Open-Label XXXX (18 Ug O.D.), On COPD Exacerbations in Patients with Severe To Very Severe Chronic Obstructive Pulmonary Disease COPD).

2010- A 26-Week Treatment Multi-Center, Randomized, Double-Blind, Parallel Group, Placebo And Active Controlled (Open Label) Study To Assess The Efficacy, Safety And Tolerability Of XXXX (110/50 Ug Q.D.) In Patients with Moderate to Severe Chronic Obstructive Pulmonary Disease (COPD).

2009- A Large Simple Safety Study of XXXX XXXX Inhalation Solution in Subjects with Chronic Obstructive Pulmonary Disease.

2009- A 52-Week Treatment, Randomized, Double-Blind, Placebo-Controlled, With Open Label XXXXX, Parallel-Group Study to Assess the Efficacy, Safety and Tolerability of XXXX Patients with Chronic Obstructive Pulmonary Disease.

2009- A Randomized, Multi-Center, Parallel Group, Double Blind, Study To Assess The Safety Of XXXX ® (500/400ug) And XXXXX XXXX XXXX® (400ug) In Adolescent And Adult Patients With Persistent Asthma.

2009- A Long-Term, Randomized, Double-Blind Study of The Safety, Tolerability And Efficacy Of XXXX XXXX At Two Dosage Levels When Administered To Patients With Moderate To Severe, Stable Chronic Obstructive Pulmonary Disease.

2009- A 12-Week, Randomized, Double-Blind, Placebo-Controlled, Parallel Group, Multinational, Phase Iib Dose Range Finding Study To Evaluate The Efficacy And Safety Of XXXXXX Administered Orally At 3 Dose Levels To Patients With Chronic Obstructive Pulmonary Disease (COPD) On Treatment With XXXX.

[redacted]

2009- A Phase I Randomized, Double-Blind, Placebo-Controlled Dose Escalation Study to Evaluate the Safety and Efficacy of XXXX When Administered Intravenously To Subjects With Stable Moderate To Severe Chronic Obstructive Pulmonary Disease (COPD).

2008- Study XXXX, A Dose-Finding Study of XXXX versus Placebo in Patients with COPD.

2008- A Randomized, Double-Blind, Active-Controlled, Parallel-Group, Multicenter, 4- Week Pilot Study To Assess Symptoms In Stable, Moderate To Severe COPD Patients Taking XXXX 200mcg Daily In Combination With XXXX 12mcg Once Or Twice Daily Versus XXXX 12mcg Twice Daily.

2008- A 12 Week Treatment, Multicenter, Randomized, Double-Blind, Placebo Controlled, Parallel Group Study To Assess The Efficacy Of XXXX (150mcg O.D.) In Patients with COPD Disease.

2008- A 26 Week Extension To A 26 Week Treatment, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Adaptive Seamless, Parallel-Group Study Assess, Tolerability And Efficacy Of Two Doses Of XXXX (150mcg And 300mcg O.D.) In Patients with COPD Disease.

2008- An Open-Label, Multi-Center, Patients Handling Study XXXX with an Integrated Dose Counter in Adolescent and Adult Subjects with Asthma or COPD.

2008- Dose-Ranging Study of the Efficacy and Safety of Oglemilast in Patients with COPD Disease.

2008- A Study of XXXX in Adults with Chronic Asthma.

2008- Qualitative Assessment Of Patients Reported Concepts Among Patients Who Have COPD.

2008- A Multinational, Multicenter, Randomized, Double-Blind Study Comparing the Efficacy and Safety of XXXX with XXXX for the Primary Prevention of Venous Thromboembolism in Acutely III Medical Patients with Restricted Mobility.

2008-Dose Ranging Study For XXXX Delivered Once Daily In Subjects With COPD.

2008-A Study of XXXX in Adults with Chronic Asthma.

2008-Qualitive Assessment of Patients Reported Concept among Patients Who Have COPD.

2008-Amultinational, Multicenter, Randomized Double-Blind Study Comparing the Efficacy and Safety of XXXX with XXXX for the Primary Prevention of Venous Thromoboembolism in Acutely III Medical Patients with Restricted Mobility.

2008- Dose Ranging Study for XXXX Delivered Once Daily In Subjects with COPD.

[redacted]

2007- A 52-Week Randomized, Double-Blind, Parallel Group, Placebo Controlled, Multicentre Clinical Trail, To Access The Efficacy And Safety Of 200mg Of The Anticholinergic XXXX Compared To Placebo Both Administered Once- Daily By Inhalation, In The Maintenance Treatment Of Patients With Moderate To Severe, Stable Chronic Obstructive Pulmonary Disease.

2007- A 52- Week Randomized, Double-Blind Parallel- Group Study of XXXX 250/50mcg BID XXXX 250mcg BID in Treatment of Subjects with Asthma

2007- A 12-Week, Randomized, Double-Blind, Active-Controlled, Multi-Centre, Phases IIIB Study Comparing The Efficacy And Evaluating The Safety Of XXXX XXXX 160/4.5 Mcg X 2 Actuations Twice Daily, In Adults And Adolescent (>= 12years) Hispanic Subject With Asthma.

2007- A Phase IIIB, 12- Month, Double-Blind, Double-Dummy, Randomized, Parallel-Group, Multicentre Exacerbation Study Of XXXX 160/4.5 Mcg X 2 Actuations Twice- Daily And 80/4.5 Mcg X 2 Actuations Twice-Daily Compared To XXXX TBH 4.5 Mcg X 2 Inhalations Twice-Daily In COPD Subjects.

2007- A 26 Week Treatment, Multicenter, Randomized, Double-Blind, Double Dummy, Placebo- Controlled, Adaptive, Seamless, Parallel-Group Study To Assess The Efficacy, Safety And Tolerability Of Two Doses Of XXXX (Selected From 75, 150,300, And Mg O.D.) In Patients With Chronic Obstructive Pulmonary Disease Using Blinded XXXX (12 Mg B.I.D) And Open-Labeled XXXX (18 Mg O.D.) As Active Control.

2007- A 26 Week Placebo-Controlled Efficacy And Safety Of XXXX Combination XXXX With XXXX And XXXX In Subjects With Persistent Asthma Previously Treated With Low-Dose Inhaled Glucocorticosteriods.

2007- A-26-Week Placebo-Controlled-Efficacy and Safety Study of XXXX Combination XXXX with XXXX and XXXX on Subjects with Previously Treated Medium-Dose Inhaled Glucocorticosteriods.

2007- A Randomized , 26-Week, Placebo-Controlled Efficacy And Safety Study With A 26 Week Long-Term Safety Extension Of High-And Medium-Dose Inhaled XXX Fixed-Dose Combination Formulation Compared With XXXX And High-Dose Inhaled XXXX In Subjects With Moderate To Severe COPD.

2006- A Phase IIIB Multicenter, Randomized, Double-Blind, Placebo- Controlled Study Of XXXX In Subjects With Moderate To Severe Persistent Asthma Who Are Inadequately Controlled With High-Dose Inhaled Corticosteroids And Long-Acting Beta- Agonists.

2006- A Methodological Study To Validate A Patient Reported Outcome Measure For Dyspnea In Patients With COPD.



2006- Effect of XXXX on Exacerbation Rate in Patients with COPD. A 52-Week, Double-Blind Study With 500mcg XXX Once Daily Versus Placebo.

2006- A 52- Week Randomized, Double-Blind, Parallel Group, Placebo-Controlled, Multicenter Clinical Trial, To Assess The Efficacy And Safety Of 200mcg Of The Anticolonergics XXXX Compared To Placebo, Both Administered Once-Daily By Inhalation, In The Maintenance Of Patients With Moderate To Severe, Stable Chronic Obstructive Pulmonary Disease.

2006- A Randomized, Parallel-Group, Double-Blind, Comparative Trial Assessing Lung Function And Other Measures Of Asthma Control In Adults And Adolescents, At Least 12 Years Of Age, With Persistent Asthma, Who Have Either B16-Gly/Gly Or A B-16 Arg/Gly Genotype And Treated With XXXX 100/50 Mcg Or XXXX 50 Mcg BID.

2005- A Randomized, 24-Week, Double-Blind, Placebo-Controlled, Parallel-Group Study To Evaluate The Efficacy, Safety And Tolerability Of XXXX (15mg BID) In Patients With Chronic Obstructive Pulmonary Disease (COPD).

2005- A 6-Month Double-Blind, Double-Dummy, Randomized, Parallel Group, Multicenter Efficacy & Safety Study Of XXXX Pmdi 2x 160/4.5mg &80/4.5mg Bid Compared To XXXX & Placebo In COPD Patients.

2005- A Double-Blind, Parallel-Group, Multicenter Clinical Study To Compare The Efficacy And Tolerability Of XXXX Alone Versus The Co-Administration Of XXXX XXXX And XXXX XXXX In Subjects With COPD.

2005- A Randomized, Double-Blind, Parallel-Group, Multicenter Study To Compare Clinical Health Outcomes Of XXXX Versus XXXX In Outpatients With Community-Acquired Lower Respiratory Tract Infections.

2005- A Double-Blind, Double-Dummy, Randomized, Active-Controlled, Parallel Group Long Term Safety Study Of XX And XX XXXX Inhalation Solution BID In The Treatment Of Subjects With Chronic Obstructive Pulmonary Disease.

2005- A Double-Blind, Randomized, Parallel-Group, Multicenter Clinical Study To Compare The Efficacy And Tolerability Of XXXX Versus XXXX In Subjects With COPD.

2004-Effect of XXXX Exacerbation Rate in Patients with Chronic Obstructive Pulmonary Disease. A 52-Week Double-Blind Multi-Center Study with 500mcg XXXX Once Daily Versus Placebo.

2004-A Randomized, Double-Blind, Parallel-Group Clinical Trial Evaluating The Effect Of XXXX Versus XXXX On Bone Mineral Density In Subjects With Chronic Obstructive Pulmonary Disease- (COPD).

[redacted]

2004-"Follow-Up Serial Infusions of XXXX for the Management of Patients with Heart Failure."

2004- A Double-Blind, Randomized Study to the Compare the Efficacy and Safety of XXXX Once Daily versus XXXX Twice Daily in the Treatment of Complicated Urinary Tract Infection Or Acute Pyelonephritis.

2004- A Double-Blind, Randomized Study To Investigate The Effect Of XXXX Once Daily Versus Placebo On Parameters Indicative Of Hyperinflation In Patients With Chronic Obstructive Pulmonary Disease.

2004- A Double-Blind, Randomized Study To Compare The Safety And Efficacy Of XXXX XXXX With That Of XXXX In Complicated Intra-Abdominal Infections.

2004- A Randomized, Double-Blind, Placebo Controlled, Dose Ranging, Study Of The Safety And Efficacy Of Three Days Continuous Intravenous Infusion Of XXXX In The Treatment Of Suspected Or Confirmed Gram-Negative Severe Sepsis In Adults.

2004- A Randomized, Open-Label, Phase 3 Study To Compare The Safety And Efficacy Of XXXX XXXX With That Of XXXX XXXX In Hospital-Acquired Pneumonia.

2004- A Randomized, Double-Blind, Parallel Group, 52-Week Study To Compare The Effect Of The XXXX DISKUS Combination Product 250/50mcg BID With XXXX DISKUS 50mcg BID On The Annual Rate Of Moderate/Severe Exacerbations In Subjects With Chronic Obstructive Pulmonary Disease (COPD).

2003-A Randomized, Multi-Center, Placebo- And Active-Controlled, Single-Dose, 4-Period, Crossover Study To Evaluate The Bronchodilating Effect Of XXXX Pmdi Versus XXXX XXXX And XXXX XXX.

2003-A Double-Blind, Double-Dummy, Randomized, Placebo-And Active-Controlled, Multi-Center, Parallel-Group Study Of XX-XXXX In The Treatment Of Subjects With Chronic Obstructive Pulmonary Disease.

2003-A Randomized, Multi-Center, Placebo- And Active-Controlled, Single-Dose, 4-Period, Crossover Study To Evaluate The Bronchodilating Effect Of XXXX Pmdi Versus XXXX XXXX And XXXX XXX.

2003-A Twelve-Week, Randomized, Double-Blind, Double-Dummy, Placebo- And Active-Controlled Study Of XXXX Pmdi Administered Once Daily In Adults And Adolescents With Asthma.

2003-A Multi-Center, Open-Label, Randomized Study To Compare The Safety And Efficacy Of Once Daily XXXX Along With Once Daily XXXX Versus XXXX In The Treatment Of Complicated Appendicitis.

[redacted]

2002-Aphase Llb Comparative Study of the Safety and Efficacy of Three Oral Doses of XXXX for the Treatment of Subjects with Community Acquired Pneumonia.

2002-A Multi-Dose Comparison of XXXX Inhalation Capsules and XXXX Inhalation Aerosol in a 12 Week Randomized, Double-Blind, Double-Dummy Parallel Group Study In Patients With COPD.

2002-A Randomized, Multicenter Open-Label, Parallel Group Study Comparing The Efficacy And Safety Of XXXX 12ug BID To XXXX 50ug BID In Patients With COPD.

2002-Open-Lable Extension Study Ll Of XXXX In Moderate To Severe, Persistent Asthma Subjects Who Completed Study XXXX.

2002-A Multi-Center, Randomized, Double-Blind, Double-Dummy, Placebo Controlled, Parallel Group, Four Week Study Assessing The Efficacy Of XXXX 200mcg QD Vs. XXXX 10mg QD In Adolescent And Adult Subjects With Asthma And Seasonal Allergic

2002-A Study of XXXX for Treatment of Elderly Patients with Community Acquired Pneumonia Phase Lv.

2002-Efficacy and Safety of XXXX in Adult Patients with Early Stage Severe Sepsis.

2001-An Observational Study of the Epidemiology and Natural History of Asthma: Outcomes and Treatment Regimens.

2001-Multicenter, Double-Blind, Randomized Study To Compare The Safety And Efficacy Of XXXX 750mg Once Daily For 5 Days Vs. XXXX 500mg Once Daily For 10 Days In The Treatment Of Mild To Severe Community-Acquired Pneumonia In Adults-Phase 3B.

2001-Multicenter, Open-Label, Non-Comparative Study To Evaluate The Safety And Efficacy Of XXXX 750mg Once Daily For 5 Days In The Treatment Of Mild To Severe Community-Acquired Pneumonia In Adults.

2001-A Randomized, Multicenter, Blinded Study Of The Efficacy And Safety Of High-Dose (750mg), Short-Course (3-5 Days) XXXX Therapy In Uncomplicated And Complicated Acute Bacterial Exacerbation Of Chronic Bronchitis-Phase 3B.

2001-A Multicenter, Randomized, Double-Blind, Parallel Group, Placebo-Controlled Study To Investigate The Long-Term Effects Of XXXX 50/500mcg BD, XXXX 50mcg BD And XXXX 500mcg BD, All Delivered Via The Diskus/Accuhaler, On The Survival Of Subjects With COPD Over 3 Years Of Treatment.

2001-A Randomized, 12-Week, Double-Blind, Placebo-Controlled, Parallel-Group Study To Evaluate The Safety And Tolerability Of XXXX 15mg Twice Daily In Patients With COPD.

[redacted]

2001-A Phase Lla Comparative Study Of The Safety And Efficacy Of XXXX 100mg QD, 200mg QD, 400mg QD And XXXX 500mg QD For The Treatment Of Subjects With Acute Bacterial Exacerbation Of Chronic Bronchitis.

2001-Prospective, Uncontrolled, Open-Label, Multicenter Clinical Trial Evaluating The Efficacy And Safety Of XXXX 300 Mg PO BID For 10 Days In The Treatment Of Patients With Community Acquired Pneumonia.

2001-A Multicenter, Randomized, Controlled, Open-Label Study To Evaluate The Safety Of XXXX In Moderate To Severe, Persistent Asthma Subjects Already Treated With Other Therapies.

2001-Clinical Protocol For A Multicenter, Double-Blind, Placebo-Controlled, Randomized, Parallel Group Study In The US To Compare The Efficacy And Tolerability Of XXXX Vs. XXXX In Treatment Of Acute Ankle Sprains.

1999-Double-Blind Randomized, Placebo-Controlled Surveillance Study Of Asthma Event Outcomes In Subjects Receiving Either Usual Pharmacotherapy Of Asthma Or Usual Pharmacotherapy Plus XXXX 42 MCG (2puffs) Twice Daily.

Schering Plough Research Investigator Training Program.

[redacted]

Affifavit of _____

Date: Location:

I, _____, being of sound mind and over the age of 18, do hereby state:

1. I did inspect the home of Tiffani Jones on _____
2. My findings were as follows_____

   _____

   _____

3. I did advise the homeowner to take the following steps:
   _____

   _____

   _____

   _____

Signature:_____

Michael & Son Services
5740 General Washington Drive
Alexandria, VA 22312
Tel: 703-658-6000
www.michaelandson.com
Licenses: VA: 2701038423 | MD: 123872 | DC: 420211002808

BILL TO
Tiffani Jones
1001 Tanner Place Southeast
Washington, DC 20032 USA

INVOICE	INVOICE DATE
196606	May 18, 2020

JOB ADDRESS
Tiffani Jones
1001 Tanner Place Southeast
Washington, DC 20032 USA

Completed Date:
Technician: Terrance Thomas

DESCRIPTION OF WORK

The customer needs to have the source of a leak determined in the second floor master bathroom. I performed a visual inspection of the shower pan area and found water stains in one area of the back right side sub floor. The customer said the builder has replaced the drain and shower pan twice and has been out in an attempt to resolve the problem 15 times but no one has checked for a roof leak. I recommended having the roof checked.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
DC Dispatch Plumbing	Washington DC Plumbing Dispatch Fee: Washington DC Plumbing Dispatch Fee	1.00	$89.00	$89.00

PAID ON	TYPE	MEMO	AMOUNT
5/18/2020	Visa		$89.00

POTENTIAL SAVINGS	$0.00
SUB-TOTAL	$89.00
TAX	$0.00
TOTAL DUE	$89.00
PAYMENT	$89.00
BALANCE DUE	$0.00

Thank you for choosing Michael and Son Services

Jones - 0000000370

CUSTOMER AUTHORIZATION

No other work to be performed or completed except as expressly stated herein above.

Any changes to proposal must be made in writing, signed by both parties, and paid for before the work can be performed.

This proposal may be withdrawn by the Company if not accepted within 30 days.

Waiver of Rescission: Due to emergency repair, I waive my right of rescission so work can be done immediately. I understand my right of rescission and have received a copy of same.

You, the buyer, may cancel this transaction any time prior to midnight of the third business day after the date of this transaction. See attached notice of cancellation form for explanation of this right. If the buyer cancels this contract after the third business day from the date of this transaction or at any time after signing a waiver of buyer's rights of rescission of said contract, buyer agrees to pay the company shall be entitled to receive as liquidated damages a sum equivalent to (25%) twenty five percent of the entire contract price.

Notice: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Any reference to "the company" in this contract shall be construed to mean the Company.

Terms: Net cash unless otherwise stated.

The understanding represents that (he is) (she is) (they are) the (owner) (owners) or have authority to act on behalf of the owner(s) of the property described in this contract. It is understood that the entire contract is contained in this agreement and that no other agreement or understanding, verbal or written, shall be binding on the company, and that this contract becomes effective only upon written acceptance by the company after which this contract is not subject to cancellation.

The Company shall not be held liable in damages for delays in performance of this contract due to causes beyond its reasonable control. Workmen's compensation and public liability insurance are provided but the company agrees to execute all necessary papers or forms to enable Company to obtain payment for equipment, labor, and material which would be involved pertaining to this contract.

Michael & Son Services, Inc. complies with all local requirements for building permits, inspections, and zoning requirements.

Sign here Date 5/18/2020

CUSTOMER ACKNOWLEDGEMENT

SPECIALITY SERVICES: BUILDING (BLD), COMMERCIAL IMPROVEMNET (CIC), ELECTRICAL (ELE), GAS FITTING (GFC), HEATING VENTILATION & AIR CONDITIONING (HVA), HOME IMPROVEMENT (HIC), PLUMBING (PLB)

1. Michael & Son Services, Inc. ('Company') warrants that the Scope of Work will be completed in a workmanlike manner, and in compliance with all local requirements for building permits, inspections and zoning. The obligations of Company are backed by the full faith and credit of the Company.

2. Client warrants that except as described in the request for Service, all electrical, plumbing, HVAC, Restoration, and Handyman services located on the property are in good repair and condition and agrees to indemnify the Company for any defective conditions that exist prior or that occur after performance of the Services through no fault of the

Company, such defective conditions including but not limited to the following: improper or faulty plumbing; settled or broken lines; existing illegal conditions; defective roofing; rusted or defective pipes; improperly charged systems; acids in the drain system; and faulty air movement. Client is responsible for protecting the components for which Company provides from future damage and shall follow all instructions provided in maintaining and protecting such components. Client shall remove or protect personal property, inside and outside of the residence and/or structures, including but not limited to carpets, rugs, shrubs and plants, and Company shall not be responsible for said items. Company shall not be held responsible for natural consequences of the Company's work which may cause damage to improvements to real property and appurtenances to the residence.

3. Company hereby warrants its services, from the date of performance of the services as follows with respect to the components replaced, repaired and/or serviced by Company shall operate in the manner in which they operate: a) for a period of 5 years for electric services; b) 1 year for plumbing services; c) 1 years for services that entail construction of new components. With respect to Services that consist of drain cleaning services, there is no warranty of any kind, unless otherwise indicated on the Invoice. The foregoing warranties are with respect to the Services provided only, and do not extend to the actual components. In the event of a failure of the components (that is not a result of the Services), Client shall be responsible for all necessary repairs. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS WARRANTY IS REPAIR AND/OR REPLACEMENT IN COMPANY'S SOLE DISCRETION. Company will not be held responsible for any drain line stoppages or damages to the existing waste pipe while attempting to clear an obstruction to said piping or fittings. Notwithstanding the foregoing, no warranty will be given for repair or replacement of the following types of water pipes: quest piping, manifolds or fittings, polybutelene pipe or fittings including the new connection point. All warranties are void if payment is not made when due. Warranties extend only to Client and are not transferable to successor owners or tenants. If a defect in materials or workmanship covered by this warranty occurs, Company will with reasonable promptness during normal business hours remedy the problem. Company shall not be held responsible for water or any other damage caused by repairing a defect. Company cannot and does not warrant any product provided by Client, or offer any warranty on products longer that the manufacturer's warranty. Light bulbs or lamps have no warranty. Company will not provide an itemized breakdown of material and labor for a flat rate job; however Company will provide an itemized list of all materials used to perform the necessary repair upon request. Company is not responsible for work performed by or materials installed by anyone other than Company. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY COMPANY HEREUNDER ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Manufactures' warranties on materials, fixtures, appliances, and components, to the extent assignable, are deemed assigned to Client. Company shall deliver to Client all warranty information in its possession. Client is responsible for compliance with any notice and claim procedure set forth therein. Company does not adopt and is not bound by and such product warranty.

4. Each party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and therefore the parties hereby knowingly, voluntarily and intentionally waive any right which any party may have to trial by jury in respect of any proceeding, litigation or counterclaim based on, or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. Under no circumstances shall Company be liable for special, incidental or consequential damages (including but not limited to, loss of the use of the subject property, damage to any property not furnished by Company, or attorney's and/or expert fees and costs) regardless of the form of action or legal theory under which any claim is asserted.

5. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to the conflicts of laws principles thereof. The exclusive venue for any and all legal action based on, or arising out of, under or in connection with this Agreement shall be in the State and Federal Courts for the City of Alexandria. In the event of a material breach of this Agreement by Client Company shall be entitled to recover its reasonable attorney fees and costs in an amount not less than 30% of the total amount of damages. In the event that Company files a mechanic's lien related to this Agreement they shall be entitled to attorney fees of 30% of the mechanic lien. A late fee of 1.5% per month shall be applied to any amounts owed by Client to Company after thirty (30) days.

6. This Agreement is not assignable without the written consent of both parties. This is the entire agreement, which includes the accepted proposal and any invoices. The parties are not bound by any oral expression or

representation. This Agreement binds jointly and severally all signing as Client, their heirs, representatives, and successors. Any modifications to the Contract, change orders or estimated completion date, must be in writing signed by both parties.

7. Any time estimate for completion of the job is only an estimate and may be impacted by weather, permit delays, inspection delays, availability of material, etc. Delays causes by the above events do not constitute abandonment and are not included in calculating time frames for payment or performance.

8. Under the applicable Mechanic's Lien Laws any contractor, subcontractor, laborer, or other person who helps to improve your property, but is not paid for their services or supplies, may have the right to enforce a claim up to and including placing a lien on your property in the event of nonpayment.

9. Client shall have the right to cancel this Contract within 3 days of signing the Contract, except that Client shall not have the right to cancel once work has commenced. In the event of cancellation Company may charge a 25% cancellation fee plus the cost of any specially ordered components.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original. For purposes of this agreement, electronic and scanned signatures have the same force and effect as original signatures. In the event Client is unable to contact or obtain satisfaction from the Company, Client may contact the State Corporation Commission of Virginia in writing at Bureau of Insurance, P.O. Box 1157, Richmond Virginia 23218-1157, or by phone at (804) 371-9741.

11. Effective with all new contracts entered into after July 1, 2015 in the state of Virginia, Client is hereby notified that the Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. Additional information is available from the Virginia Department of Professional and Occupational Regulation (DPOR) website.

Sign here Date 5/18/2020

I authorize Michael & Son Plumbing Department to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.



Sign here Date 5/18/2020

Jones - 0000000373

Gmail **Pamela McLean <mcleanp072@gmail.com>**

Fwd: Fwd: Medical Expert Witnesses/Patient Tiffani Jones

1 message

McLean Legal Group <contact@mcleanlegalgroup.com> Tue, Jul 20, 2021 at 1:31 PM
To: Mcleanp072@gmail.com

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
Confidentiality: The contents of this email message and any attachments are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust,for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply email or phone and delete this message and its attachments, if any.

----- Original Message -----
From:
"McLean Legal Group" <contact@mcleanlegalgroup.com>

To:
pittickathra@mfa.gwu.edu
Sent:
Mon, 31 Aug 2020 17:00:50 -0400
Subject:
Fwd: Medical Expert Witnesses/Patient Tiffani Jones

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
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----- Original Message -----
From:
"McLean Legal Group" <contact@mcleanlegalgroup.com>

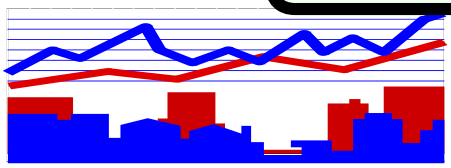
To:
foconnell@mfa.gwu.edu, pittickathra@gwu.edu
Sent:
Mon, 31 Aug 2020 16:43:36 -0400
Subject:
Medical Expert Witnesses/Patient Tiffani Jones
Good afternoon,

My name is Pamela McLean. I'm the attorney for Tiffani Jones. Mrs. Jones is currently involved in litigation with her home builder concerning the detrimental effects of mold in her home. Mrs. Jones was attended by several of your physicians during her last pregnancy and following the premature delivery of her son, Michael. We'd like to request expert witness statements from the doctors who took care of Mrs. Jones and/or her son. Mrs. Jones has been trying to reach these physicians. Please have them just make a brief statement regarding Mrs. Jones health and the health of her infant son, Michael, based on her medical records and their own observations when they treated her. A list of the treating physicians is below. Thank you.

Dr. Arnell M. Jones
Dr. Bruce Campbell
Dr. Sonal Batra
Dr. Yousuf Dawood
Dr. Jane E. Germano
Dr. Mehmet Bayraktar
Dr. Monisha Bahri
Dr. Mahmoud Kheirbek
Dr. Zacharia Cherian

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
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Plaintiff: Tiffani Jones
EXHIBIT
TJ29
Case: 1:20-cv-00453 (CKK)
PDFScripting.com



Joe C. Spurgeon, Ph.D.
Certified Industrial Hygienist (1993-2012)
jospur46@gmail.com
714-719-5020

TO: Tiffani Jones

RE: Jones v NRV, Inc.

SUBJECT: Opinions on the Presence of Contaminant Mold in the Jones Residence

DATE: June 22, 2021

UNBIASED MOLD INSPECTION & TESTING REPORT

Inspector: Ken Broughton
Inspection Date: 10/29/2019

Table 1. Airborne Sample Results.

	OUTSIDE	BATHROOM
Basidiospores	1,330	897
Chaetomium	ND	104
Cladosporium	897	312
Pen/Asp	ND	741
TOTAL	2,660	2,070

Opinion 1. Contaminant indoor mold spores (*Chaetomium, Penicillium/Aspergillus*) were present in the Master Bathroom air that exceeded the outdoor concentrations.

Opinion 2. The Allergenco-D sampler that was used to collect *Chaetomium* is inefficient. On average, it only collects about one of every 20 spores that are present in the air. The 104 spores/m^3 detected in the Master Bathroom suggested that 2,080 spores/m^3 were probably present when the sample was collected.

Table 2. Bathroom Shower Swab, Surface Sample.

Pen/Asp	Very Light (21 – 100)
Hyphal Fragments	Light (101 – 1,000 spores)
Chaetomium	Moderate (1,000 – 10,000_
Analyst Impression	Fungal Growth

Opinion 3. The laboratory analyst identified fungal growth at the location the surface swab sample was collected. The fungal growth included the indicator mold (*Chaetomium* and *Penicillium/Aspergillus*).

Ox Pond Industries Incorporated

Microbial Evaluation
December 18, 2019

SITE OBSERVATIONS

Approximately two years prior to our evaluation [2017], a leak occurred near the bench in the shower in the master bathroom. The leak was repaired but apparently not remediated.

Opinion 4. Water intrusions, and therefore contaminant mold, was impacting the Jones residence since 2017. The contaminant mold was apparently not remediated in 2017, but remained as a potential source of occupant exposure.

An unrelated leak occurred approximately one year later [2018]. The source of the leak was further investigated and included the removal of the shower pan and portions of the adjacent walls. Visible fungal growth was discovered on wooden sheathing and framing materials that abut the shower.

Opinion 5. Water intrusions had continued to impact the Jones residence during the period 2017-2018, which resulted in the active growth of contaminant mold and the continued potential for chronic occupant exposure.

During our evaluation [2019], water staining was evident on the gypsum drywall ceiling in the living room below the master bathroom,

Opinion 6. Plumbing leaks in the 2nd floor Master Bathroom, and the resulting mold growth, had impacted the subflooring, ceiling joists, 1st floor ceiling, and possibly the 1st floor flooring beneath the damaged ceiling.

Holes [in the Living Room ceiling] had been cut to provide visual access.

Opinion 7. The 1st floor ceiling cavity had been left open, allowing any contaminant mold within the cavity to reach the breathing zones of the occupants, resulting in the potential for chronic occupant exposures.

No visible fungal growth was observed [in the Living Room ceiling cavity], and the ceiling materials were dry.

Opinion 8. Mold colonies are visible, but contaminant mold spores are not visible with the unaided eye without sampling. Whether or not the surfaces within the ceiling cavity were contaminated could not be determined without surface sampling.

Staining was present on wooden surfaces in the master bathroom where mold remediation had been completed.

Opinion 9. This was evidence that previous efforts to remove contaminant mold were ineffective, and that an occupant exposure potential continued to exist.

The exterior oriented strand board (OSB) plywood sheathing on the wall that abuts the shower was observed to be warped as a result of the leak.

Opinion 10. This was evidence that previous efforts to remove contaminant mold were ineffective, and that an occupant exposure potential continued to exist.

Joe Spurgeon

Joe C. Spurgeon, Ph.D.

Plaintiff: Tiffani Jones
EXHIBIT
TJ15
Case: 1:20-cv-00453 (CKK)

Boston Environmental & Contracting, Inc.

November 21, 2019

Tiffani Jones
1001 Tanner Pl SE
Washington, DC 20032

Re: Mold Remediation Proposal: 1001 Tanner Pl SE, Washington, DC 20032
Proposal Number: 2019-BE&C-MR-2630

Dear Ms. Jones:

Boston Environmental & Contracting Inc. (BE&C) is pleased to provide the following proposal for the above referenced services at the property located at 1001 Tanner Pl SE, Washington, DC 20032. The services provided will be for **Tiffani Jones (**hereinafter referred to as the client).

BE&C's mission is to provide cost-effective environmental solutions for its clients through the teamwork of our highly trained, experienced and dedicated staff. BE&C has been serving clients for several years in the region. We maintain the necessary staff and equipment to provide these services and are prepared to enter a standard agreement for providing such services.

SCOPE OF SERVICES: MOLD REMEDIATION

- The removal of all mold impacted materials from the bathroom walls and living room ceiling of the property.
- The treatment of all wall cavities using industry recommended detergent from the bathroom of the property.
- Install encapsulation coatings on affected areas.

All services will be performed using recommendations from:

- The U.S. EPA mold remediation in schools and commercial buildings
- New York City Dept. of Health- Guideline on Assessment and Remediation of Fungi in indoor Environments
- The Institution of Inspection, Cleaning and Restoration, Standard and Reference Guide to Mold Remediation (IICRC S520, S500)
- Boston Environmental and Contracting, Inc. also follows all appropriate OSHA and CDC recommendation regarding workers safety and incidental exposure.
- Air scrubbing will be done during remediation.
- We estimate the work will be completed within two (2) days.

Post Remediation Testing

- Post remediation air sampling will be performed. If the results are not acceptable, cleaning and resampling will be performed until the results are at acceptable levels**.**

EXCLUSIONS:

1. Legal costs associated with the collection of contractual funds.

CONDITIONS AND ASSUMPTIONS

The quotation is based on performing the work during the **normal eight (8) hour workday**, Monday through Friday. Any **additional work hours requested in addition to or instead of the suggested hours** of Monday through Friday, along with holiday and Saturday hours must be provided to us in time for adjustments to be made to this quote. BE&C warrants that its services are performed within the limits prescribed by its clients; with the usual thoroughness and competence for

consulting services at the time the services are rendered. No other warranty or representation, either expressed or implied is included or intended in its proposal, contracts, or reports.

BE&C reserves to right to subcontract any part in its proposal, contracts, or reports. BE&C's liability shall be limited to injury or property damage caused by the negligence of BE&C. BE&C has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or conditions at the site, and/or which may arise in the future. The compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by such substances or conditions.

PROPOSAL AGREEMENT:

For budgetary purposes, based on the scope of work provided and our estimated time onsite, we estimate the total cost as follows:

Mold Remediation	**$1,700.00**
Clearance	**$ 500.00**
TOTAL	**$2,200.00**

Payment terms: ½ down at commencement and final payment due upon completion of job.
Accepted methods of payment: check or credit card (3% CC charge processing fee will apply)

GENERAL:

Our quotation remains in effect for up to thirty (30) days from the date of the proposal. If the proposal is not accepted within that period, it may be extended at the price quoted, or withdrawn, revised and resubmitted at our option. Any revision in pricing would be made to compensate BE&C for changes in price indices and pay scales applicable to the services rendered.

The client is expected to furnish BE&C with full information as to the client's requirements including any special or extraordinary services needed. The client will make available all pertinent existing data, drawings, blue prints, renovation contracts, Phase I reports and any other environmental reports or inspections.

This Proposal/ Agreement represents the entire understanding between BE&C and the client in respect of the proposal and may only be modified in writing signed by both parties.

The owner or owner's representative will be responsible for coordinating access for BE&C to perform the required work. We can schedule the work at the site in accordance with a schedule that is mutually agreed upon by all involved parties.

BE&C is pleased to have this opportunity to provide these services to your firm. Acceptance of this Proposal/Agreement will be indicated by the return to BE&C of a full copy of this Proposal/Agreement, with the client acceptance form (attached) completed and signed by the client or client's representative.

If you have any questions or comments regarding this proposal, please do not hesitate to contact us at (301)-300-6965 or via email at contacts@bostonenvinc.com.

Respectfully,



Henry J. Cooper
Operations Manager

Boston Environmental & Contracting, Inc.

Client Acceptance Form

Proposal:	Mold Remediation
Proposal Date:	November 21, 2019
Proposal Number:	**2019-BE&C-MR-2630**
Client:	Tiffani Jones
Location:	1001 Tanner Pl SE, Washington, DC 20032

PROPOSAL AGREEMENT:

For budgetary purposes, based on the scope of work provided and our estimated time onsite, we estimate the total cost as follows:

Mold Remediation	**$1,700.00**
Clearance	**$ 500.00**
TOTAL	**$2,200.00**

Payment terms: 1/2 down at commencement and final payment due upon completion of job.
Accepted methods of payment: check or credit card (3% CC charge processing fee will apply)

Accepted this ____ day of_____, 2019.

For: Tiffani Jones

Signature: _____

Name (please print) _____

Title: _____

Jones – Potential Expert Witnesses

- Doctors
  - Dr. Alsan Bellard (Riley and Karter)
    1801 Mississippi Avenue, SE
    Washington, D.C. 20020-6117
    202-436-3060

  - Dr. arnell M. Jones (Tiffani)
    United Medical Center
    1310 Southern Avenie, SE
    Washington, D.C. 20032
    202-574-6000

  - Dr. Bruce Campbell – ER (Tiffani)
    United Medical Center
    1310 Southern Avenue, SE
    Washington, D.C. 20032
    202-574-6000

  - Dr. Sonal Batra (Tiffani)
    United Medical Center
    1310 Southern Avenue, SE
    Washington, D.C. 20032
    202-574-6000

  - Dr. Yousuf Dawood (Tiffani)
    United Medical Center

1310 Southern Avenue, SE

Washington, D.C. 20032

202-574-6000

- Dr. Jane E. Germano (Michael)

  United Medical Center

  1310 Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Dr. Mehmet Bayraktar (Michael)

  United Medical Center

  1310 Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Dr. Monisha Bahri (Michael)

  United Medical Center

  - Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Dr. Mahmoud Kheirbek (Michcael)

  United Medical Center

1310 Southern Avenue, SE

Washington, D.C. 20032

202-574-6000

- Dr. Zacharia Cherian (Michael)

  United Medical Center

  1310 Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Property Damage Experts
  - Henry J. Cooper (mold remediation)

    contact@bostonenvinc.com

    Boston Environmental Contracting Inc.

    1818 New York Avenue, NE #202

    Washington, D.C. 20002

    202-526-4045

  - Karma Home Designs LLC dba Karma Construction Group (contractor)

    4005 Anacostia Avenue, SE

    Washington, D.C. 20019

    info@karmahomedesigns.com

    202-642-4663

- Rafael Berrios (mold lab testing)
  Southeast Environmental Microbiology Laboratories
  102 Edinburgh Court
  Greenville, SC 29607
  864-233-3770

- Ken Broughton (mold lab testing)
  Mold Inspection Testing
  888-786-6653

- Terrance Thomas (technician)
  Michael & Son Services
  5740 General Washington Drive
  Alexandria, Virginia 22312
  703-658-6000

- Kevin Bryant (technician)
  Michael & Son Water and Mold, LLC
  5740 General Washington Drive
  Alexandria, Virginia 22312
  703-658-6000

Michael & Son Services
5740 General Washington Drive
Alexandria, VA 22312
Tel: 703-658-6000
www.michaelandson.com
Licenses: VA: 2701038423 | MD: 123872 | DC: 420211002808

BILL TO
Tiffani Jones
1001 Tanner Place Southeast
Washington, DC 20032 USA

INVOICE	INVOICE DATE
196606	May 18, 2020

JOB ADDRESS
Tiffani Jones
1001 Tanner Place Southeast
Washington, DC 20032 USA

Completed Date:
Technician: Terrance Thomas

DESCRIPTION OF WORK

The customer needs to have the source of a leak determined in the second floor master bathroom. I performed a visual inspection of the shower pan area and found water stains in one area of the back right side sub floor. The customer said the builder has replaced the drain and shower pan twice and has been out in an attempt to resolve the problem 15 times but no one has checked for a roof leak. I recommended having the roof checked.

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SUB-TOTAL	$89.00
TAX	$0.00
TOTAL DUE	$89.00
PAYMENT	$89.00
BALANCE DUE	$0.00

Thank you for choosing Michael and Son Services

Jones - 0000000370

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Sign here Date 5/18/2020

CUSTOMER ACKNOWLEDGEMENT

SPECIALITY SERVICES: BUILDING (BLD), COMMERCIAL IMPROVEMNET (CIC), ELECTRICAL (ELE), GAS FITTING (GFC), HEATING VENTILATION & AIR CONDITIONING (HVA), HOME IMPROVEMENT (HIC), PLUMBING (PLB)

1. Michael & Son Services, Inc. ('Company') warrants that the Scope of Work will be completed in a workmanlike manner, and in compliance with all local requirements for building permits, inspections and zoning. The obligations of Company are backed by the full faith and credit of the Company.

2. Client warrants that except as described in the request for Service, all electrical, plumbing, HVAC, Restoration, and Handyman services located on the property are in good repair and condition and agrees to indemnify the Company for any defective conditions that exist prior or that occur after performance of the Services through no fault of the

Company, such defective conditions including but not limited to the following: improper or faulty plumbing; settled or broken lines; existing illegal conditions; defective roofing; rusted or defective pipes; improperly charged systems; acids in the drain system; and faulty air movement. Client is responsible for protecting the components for which Company provides from future damage and shall follow all instructions provided in maintaining and protecting such components. Client shall remove or protect personal property, inside and outside of the residence and/or structures, including but not limited to carpets, rugs, shrubs and plants, and Company shall not be responsible for said items. Company shall not be held responsible for natural consequences of the Company's work which may cause damage to improvements to real property and appurtenances to the residence.

3. Company hereby warrants its services, from the date of performance of the services as follows with respect to the components replaced, repaired and/or serviced by Company shall operate in the manner in which they operate: a) for a period of 5 years for electric services; b) 1 year for plumbing services; c) 1 years for services that entail construction of new components. With respect to Services that consist of drain cleaning services, there is no warranty of any kind, unless otherwise indicated on the Invoice. The foregoing warranties are with respect to the Services provided only, and do not extend to the actual components. In the event of a failure of the components (that is not a result of the Services), Client shall be responsible for all necessary repairs. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS WARRANTY IS REPAIR AND/OR REPLACEMENT IN COMPANY'S SOLE DISCRETION. Company will not be held responsible for any drain line stoppages or damages to the existing waste pipe while attempting to clear an obstruction to said piping or fittings. Notwithstanding the foregoing, no warranty will be given for repair or replacement of the following types of water pipes: quest piping, manifolds or fittings, polybutelene pipe or fittings including the new connection point. All warranties are void if payment is not made when due. Warranties extend only to Client and are not transferable to successor owners or tenants. If a defect in materials or workmanship covered by this warranty occurs, Company will with reasonable promptness during normal business hours remedy the problem. Company shall not be held responsible for water or any other damage caused by repairing a defect. Company cannot and does not warrant any product provided by Client, or offer any warranty on products longer that the manufacturer's warranty. Light bulbs or lamps have no warranty. Company will not provide an itemized breakdown of material and labor for a flat rate job; however Company will provide an itemized list of all materials used to perform the necessary repair upon request. Company is not responsible for work performed by or materials installed by anyone other than Company. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY COMPANY HEREUNDER ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Manufactures' warranties on materials, fixtures, appliances, and components, to the extent assignable, are deemed assigned to Client. Company shall deliver to Client all warranty information in its possession. Client is responsible for compliance with any notice and claim procedure set forth therein. Company does not adopt and is not bound by and such product warranty.

4. Each party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and therefore the parties hereby knowingly, voluntarily and intentionally waive any right which any party may have to trial by jury in respect of any proceeding, litigation or counterclaim based on, or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. Under no circumstances shall Company be liable for special, incidental or consequential damages (including but not limited to, loss of the use of the subject property, damage to any property not furnished by Company, or attorney's and/or expert fees and costs) regardless of the form of action or legal theory under which any claim is asserted.

5. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to the conflicts of laws principles thereof. The exclusive venue for any and all legal action based on, or arising out of, under or in connection with this Agreement shall be in the State and Federal Courts for the City of Alexandria. In the event of a material breach of this Agreement by Client Company shall be entitled to recover its reasonable attorney fees and costs in an amount not less than 30% of the total amount of damages. In the event that Company files a mechanic's lien related to this Agreement they shall be entitled to attorney fees of 30% of the mechanic lien. A late fee of 1.5% per month shall be applied to any amounts owed by Client to Company after thirty (30) days.

6. This Agreement is not assignable without the written consent of both parties. This is the entire agreement, which includes the accepted proposal and any invoices. The parties are not bound by any oral expression or

representation. This Agreement binds jointly and severally all signing as Client, their heirs, representatives, and successors. Any modifications to the Contract, change orders or estimated completion date, must be in writing signed by both parties.

7. Any time estimate for completion of the job is only an estimate and may be impacted by weather, permit delays, inspection delays, availability of material, etc. Delays causes by the above events do not constitute abandonment and are not included in calculating time frames for payment or performance.

8. Under the applicable Mechanic's Lien Laws any contractor, subcontractor, laborer, or other person who helps to improve your property, but is not paid for their services or supplies, may have the right to enforce a claim up to and including placing a lien on your property in the event of nonpayment.

9. Client shall have the right to cancel this Contract within 3 days of signing the Contract, except that Client shall not have the right to cancel once work has commenced. In the event of cancellation Company may charge a 25% cancellation fee plus the cost of any specially ordered components.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original. For purposes of this agreement, electronic and scanned signatures have the same force and effect as original signatures. In the event Client is unable to contact or obtain satisfaction from the Company, Client may contact the State Corporation Commission of Virginia in writing at Bureau of Insurance, P.O. Box 1157, Richmond Virginia 23218-1157, or by phone at (804) 371-9741.

11. Effective with all new contracts entered into after July 1, 2015 in the state of Virginia, Client is hereby notified that the Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. Additional information is available from the Virginia Department of Professional and Occupational Regulation (DPOR) website.

Sign here Date 5/18/2020

I authorize Michael & Son Plumbing Department to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.



Sign here Date 5/18/2020

Jones - 0000000373

Affifavit of _____

Date: Location:

I, _____, being of sound mind and over the age of 18, do hereby state:

1. I did inspect the home of Tiffani Jones on _____
2. My findings were as follows_____

   _____

   _____

3. I did advise the homeowner to take the following steps:
   _____

   _____

   _____

   _____

Signature:_____

Jones – Potential Expert Witnesses

- Doctors
  - Dr. Alsan Bellard (Riley and Karter)
    1801 Mississippi Avenue, SE
    Washington, D.C. 20020-6117
    202-436-3060

  - Dr. arnell M. Jones (Tiffani)
    United Medical Center
    1310 Southern Avenie, SE
    Washington, D.C. 20032
    202-574-6000

  - Dr. Bruce Campbell – ER (Tiffani)
    United Medical Center
    1310 Southern Avenue, SE
    Washington, D.C. 20032
    202-574-6000

  - Dr. Sonal Batra (Tiffani)
    United Medical Center
    1310 Southern Avenue, SE
    Washington, D.C. 20032
    202-574-6000

  - Dr. Yousuf Dawood (Tiffani)
    United Medical Center

1310 Southern Avenue, SE

Washington, D.C. 20032

202-574-6000

- Dr. Jane E. Germano (Michael)

  United Medical Center

  1310 Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Dr. Mehmet Bayraktar (Michael)

  United Medical Center

  1310 Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Dr. Monisha Bahri (Michael)

  United Medical Center

  - Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Dr. Mahmoud Kheirbek (Michcael)

  United Medical Center

1310 Southern Avenue, SE

Washington, D.C. 20032

202-574-6000

- Dr. Zacharia Cherian (Michael)

  United Medical Center

  1310 Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Property Damage Experts
  - Henry J. Cooper (mold remediation)

    contact@bostonenvinc.com

    Boston Environmental Contracting Inc.

    1818 New York Avenue, NE #202

    Washington, D.C. 20002

    202-526-4045

  - Karma Home Designs LLC dba Karma Construction Group (contractor)

    4005 Anacostia Avenue, SE

    Washington, D.C. 20019

    info@karmahomedesigns.com

    202-642-4663

- Rafael Berrios (mold lab testing)
  Southeast Environmental Microbiology Laboratories
  102 Edinburgh Court
  Greenville, SC 29607
  864-233-3770

- Ken Broughton (mold lab testing)
  Mold Inspection Testing
  888-786-6653

- Terrance Thomas (technician)
  Michael & Son Services
  5740 General Washington Drive
  Alexandria, Virginia 22312
  703-658-6000

- Kevin Bryant (technician)
  Michael & Son Water and Mold, LLC
  5740 General Washington Drive
  Alexandria, Virginia 22312
  703-658-6000

Gmail **Pamela McLean <mcleanp072@gmail.com>**

Fwd: Fwd: Medical Expert Witnesses/Patient Tiffani Jones

1 message

McLean Legal Group <contact@mcleanlegalgroup.com> Tue, Jul 20, 2021 at 1:31 PM
To: Mcleanp072@gmail.com

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
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----- Original Message -----
From:
"McLean Legal Group" <contact@mcleanlegalgroup.com>

To:
pittickathra@mfa.gwu.edu
Sent:
Mon, 31 Aug 2020 17:00:50 -0400
Subject:
Fwd: Medical Expert Witnesses/Patient Tiffani Jones

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
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----- Original Message -----
From:
"McLean Legal Group" <contact@mcleanlegalgroup.com>

To:
foconnell@mfa.gwu.edu, pittickathra@gwu.edu
Sent:
Mon, 31 Aug 2020 16:43:36 -0400
Subject:
Medical Expert Witnesses/Patient Tiffani Jones
Good afternoon,

My name is Pamela McLean. I'm the attorney for Tiffani Jones. Mrs. Jones is currently involved in litigation with her home builder concerning the detrimental effects of mold in her home. Mrs. Jones was attended by several of your physicians during her last pregnancy and following the premature delivery of her son, Michael. We'd like to request expert witness statements from the doctors who took care of Mrs. Jones and/or her son. Mrs. Jones has been trying to reach these physicians. Please have them just make a brief statement regarding Mrs. Jones health and the health of her infant son, Michael, based on her medical records and their own observations when they treated her. A list of the treating physicians is below. Thank you.

Dr. Arnell M. Jones
Dr. Bruce Campbell
Dr. Sonal Batra
Dr. Yousuf Dawood
Dr. Jane E. Germano
Dr. Mehmet Bayraktar
Dr. Monisha Bahri
Dr. Mahmoud Kheirbek
Dr. Zacharia Cherian

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
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Jones – Potential Expert Witnesses

- Doctors
  - Dr. Alsan Bellard (Riley and Karter)
    1801 Mississippi Avenue, SE
    Washington, D.C. 20020-6117
    202-436-3060

  - Dr. arnell M. Jones (Tiffani)
    United Medical Center
    1310 Southern Avenie, SE
    Washington, D.C. 20032
    202-574-6000

  - Dr. Bruce Campbell – ER (Tiffani)
    United Medical Center
    1310 Southern Avenue, SE
    Washington, D.C. 20032
    202-574-6000

  - Dr. Sonal Batra (Tiffani)
    United Medical Center
    1310 Southern Avenue, SE
    Washington, D.C. 20032
    202-574-6000

  - Dr. Yousuf Dawood (Tiffani)
    United Medical Center

1310 Southern Avenue, SE

Washington, D.C. 20032

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- Dr. Jane E. Germano (Michael)

  United Medical Center

  1310 Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Dr. Mehmet Bayraktar (Michael)

  United Medical Center

  1310 Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Dr. Monisha Bahri (Michael)

  United Medical Center

  - Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Dr. Mahmoud Kheirbek (Michcael)

  United Medical Center

1310 Southern Avenue, SE

Washington, D.C. 20032

202-574-6000

- Dr. Zacharia Cherian (Michael)

  United Medical Center

  1310 Southern Avenue, SE

  Washington, D.C. 20032

  202-574-6000

- Property Damage Experts
  - Henry J. Cooper (mold remediation)

    contact@bostonenvinc.com

    Boston Environmental Contracting Inc.

    1818 New York Avenue, NE #202

    Washington, D.C. 20002

    202-526-4045

  - Karma Home Designs LLC dba Karma Construction Group (contractor)

    4005 Anacostia Avenue, SE

    Washington, D.C. 20019

    info@karmahomedesigns.com

    202-642-4663

- Rafael Berrios (mold lab testing)
  Southeast Environmental Microbiology Laboratories
  102 Edinburgh Court
  Greenville, SC 29607
  864-233-3770

- Ken Broughton (mold lab testing)
  Mold Inspection Testing
  888-786-6653

- Terrance Thomas (technician)
  Michael & Son Services
  5740 General Washington Drive
  Alexandria, Virginia 22312
  703-658-6000

- Kevin Bryant (technician)
  Michael & Son Water and Mold, LLC
  5740 General Washington Drive
  Alexandria, Virginia 22312
  703-658-6000

Subject: RE: Tiffani Jones v. NVR

From: "McLean Legal Group" <contact@mcleanlegalgroup.com>

To: "Jeff Mervis" <jmervis@mervislaw.com>

Tue, 30 Jun 2020 16:56:46 -0400

I've already sent you my edits. That should be sufficient. Please confirm a date and time for the meeting. Thank you.

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
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----- Original Message -----
From:
"Jeff Mervis" <jmervis@mervislaw.com>

To:
"McLean Legal Group" <contact@mcleanlegalgroup.com>
Cc:

Sent:
Tue, 30 Jun 2020 20:18:14 +0000
Subject:
RE: Tiffani Jones v. NVR

Can you send these to me in compare write or track changes? Thanks.

Jeffrey M. Mervis, Esq.

The Mervis Law Firm, LLC

12505 Park Potomac Avenue, 6th Fl.

Potomac, MD 20854

301-762-0020

301-762-0229 (fax)

jmervis@mervislaw.com

****

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****

From: McLean Legal Group <contact@mcleanlegalgroup.com>
Sent: Tuesday, June 30, 2020 3:41 PM
To: Jeff Mervis <jmervis@mervislaw.com>
Subject: RE: Tiffani Jones v. NVR

Please find attached my edited version of your Meet and Confer Statement and my edited version of your Proposed Scheduling Order . Thank you.

Pamela McLean, Esq.

McLean Legal Group

1629 K Street, NW, Suite 300

Washington, D.C. 20006

Office: 202-204-2234 Cell: 703-488-0852

contact@mcleanlegalgroup.com

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

From:

"Jeff Mervis" <jmervis@mervislaw.com>

To:

"McLean Legal Group" <contact@mcleanlegalgroup.com>

Cc:

Sent:

Tue, 30 Jun 2020 19:21:43 +0000

Subject:

RE: Tiffani Jones v. NVR

Ms. McLean, attached is the meet and confer statement with further revisions and a proposed scheduling Order to be filed as Exhibit A.

I am available to talk this afternoon or tomorrow.

Thank you.

Jeffrey M. Mervis, Esq.

The Mervis Law Firm, LLC

12505 Park Potomac Avenue, 6th Fl.

Potomac, MD 20854

301-762-0020

301-762-0229 (fax)

jmervis@mervislaw.com

****

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****

From: McLean Legal Group <contact@mcleanlegalgroup.com>
Sent: Tuesday, June 30, 2020 2:02 PM
To: Jeff Mervis <jmervis@mervislaw.com>
Subject: Re: Tiffani Jones v. NVR

Please find the revised Meet and Confer Statement attached. Thank you.

Pamela McLean, Esq.

McLean Legal Group

1629 K Street, NW, Suite 300

Washington, D.C. 20006

Office: 202-204-2234 Cell: 703-488-0852

contact@mcleanlegalgroup.com

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

From:

"Jeff Mervis" <jmervis@mervislaw.com>

To:

"McLean Legal Group" <contact@mcleanlegalgroup.com>

Cc:

Sent:

Mon, 29 Jun 2020 23:21:31 +0000

Subject:

Tiffani Jones v. NVR

Ms. McLean, attached is a proposed Meet and Confer Statement. Please let me know if you have time this week to conduct the meeting (by phone or zoom).

Thank you.

Jeffrey M. Mervis, Esq.

The Mervis Law Firm, LLC

12505 Park Potomac Avenue, 6th Fl.

Potomac, MD 20854

301-762-0020

301-762-0229 (fax)

jmervis@mervislaw.com

****

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****

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,		
Plaintiff,	*	
	*	
v.	*	**Civil Case No. 1:20-cv-00453 (CKK)**
	*	
NVR, INC.	*	
Defendant.		

CERTIFICATE REGARDING DISCOVERY

I, Pamela McLean, hereby certify that on the 17th day of March, 2020, I caused a true and correct copy of Plaintiff's First Set of Interrogatories, Plaintiff's First Set of Requests for Admissions and Plaintiff's Request for Production of Documents to be served via electronic and first class mail upon the following:

Jeffery M. Mervis, Defense Counsel
12505 Park Potomac Ave., 6th Floor
Potomac, MD 20854

Date: March 17, 2020 /s/Pamela McLean

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff, *

*

v. * **Civil Case No. 1:20-cv-00453 (CKK)**

*

NVR, INC. *

Defendant.

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff Tiffani Jones, by and through undersigned counsel, propounds the following to Defendant NVR, Inc. In accordance with Rule 26(e) of the Federal Rules of Civil Procedure, these Interrogatories shall be deemed to be continuing. If Defendant discovers further information that is responsive hereto, or that alters or augments the answers already given, Defendant should promptly provide Plaintiff with such information by amended or supplemental responses.

DEFINITIONS AND INSTRUCTIONS

1. "Person" or "persons" shall mean an individual, corporation, proprietorship, partnership, association, agency, or any other entity.

2. The term "document" shall have the broadest meaning possible under the Federal Rules of Civil Procedure and shall include, but not be limited to, the original (or a copy when the original is not available) and each non-identical copy (including those which are non-identical by reason of translations, notations, or markings) or any and all other written, printed, typed, punched, taped, filmed, or graphic matter or recorded or tangible thing, or whatever description, however produced or reproduced (including computer-stored or generated data, together with instructions or programs necessary to search and retrieve such data and hard copies where available and retrievable), and shall include all attachments to and enclosures with any requested item, to which they are attached or with which they are enclosed, and each draft thereof. The term

document shall specifically include all recorded or retrievable electronic data or communications such as electronic mail (e-mail) and the like and all translations thereof.

3. The term “thing” refers to any tangible object, other than a document, and includes objects of every kind and nature, including, but not limited to, prototypes, models, and specimens.

4. “Communication” means any oral, written, electronic, or other exchange of words, thoughts, information, or ideas to another person or entity, whether in person, in a group, by telephone, by letter, by Telex, by facsimile, or by any other process, electric, electronic, or otherwise. All such communications in writing shall include, without limitation, printed, typed, handwritten, or other readable documents, correspondence, memoranda, reports, contracts, drafts (both initial and subsequent), computer discs or transmissions, e-mails, instant messages, tape or video recordings, voicemails, diaries, log books, minutes, notes, studies, surveys and forecasts, and any and all copies thereof.

5. The words “or,” “and,” “all,” “every,” “any,” “each,” “one or more,” “including,” and similar words of guidance, are intended merely as such, and should not be construed as words of limitation. The words “or” and “and” shall include each other whenever possible to expand, not restrict, the scope of the Interrogatory. The word “including” shall not be used to limit any general category or description that precedes it. The words “all,” “every,” “any,” “each,” and “one or more” shall include each other whenever possible to expand, not restrict, the scope of the Interrogatory.

6. Reference to the singular in any of these Interrogatories shall also include a reference to the plural, and reference to the plural also shall include a reference to the singular.

7. These Interrogatories are intended to elicit as much information as possible concerning the issues, and to the extent any Interrogatory could be interpreted in more than one way, you should employ the interpretation of the Interrogatory most likely to encompass and elicit the greatest amount of information possible.

8. If Defendant refuses to disclose any of the information requested in any of these Interrogatories on the basis of a privilege or other protection, please so state, and further state the basis of the privilege or other protection claim with sufficient specificity to permit the Court and counsel to evaluate and test the privilege or protection claimed.

9. To the extent documents are produced in lieu of answering any of these Interrogatories, please produce such documents as kept in the ordinary course, see Fed. R. Civ. P. 34, and without any rearrangement. In addition, please provide the documents in such a way that they can be correlated to the Interrogatory or Interrogatories to which the documents are responsive, and identify the Bates number for all such documents in your Interrogatory response.

10. Defendant is under a continuing obligation to respond to the Interrogatories set forth herein. Accordingly, if Defendant subsequently gains additional information called for in any of the Interrogatories set forth herein, Defendant should promptly produce such information to Plaintiff.

INTERROGATORIES

INTERROGATORY NO. 1

Date: March 9, 2020

Respectfully submitted,

/s/Pamela McLean, Esq.

McLean Legal Group

Bar No. 497891

1629 K Street, NW Suite 300

Washington, D.C. 20006

202-204-2234(O) 703-488-0852(C)

contact@mcleanlegalgroup.com

Certificate of Service

I, Pamela McLean, hereby certify that on the 9th day of March, 2020, I caused a true and correct copy of Plaintiff's First Set of Interrogatories to Defendant to be served via electronic and first class mail upon the following:

Jeffery M. Mervis, Defense Counsel
12505 Park Potomac Ave., 6th Floor
Potomac, MD 20854

Date: March 9, 2020

/s/Pamela McLean

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff, *

*

v. * **Civil Case No. 1:20-cv-00453 (CKK)**

*

NVR, INC. *

Defendant.

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Plaintiff Tiffani Jones, by and through their attorneys, hereby submit the following Requests for Admission (collectively, the "Requests" and individually, a "Request") to Defendant NVR, Inc. For each Request that is denied, or is otherwise not admitted without qualification, Defendant is to set forth in detail the reason for each such denial or qualification.

DEFINITIONS AND INSTRUCTIONS

In addition to the Federal Rules of Civil Procedure and the Local Rules of this Court, the following definitions and instructions apply to these requests: 10. The words "or," "and," "all,"

“every,” “any,” “each,” “one or more,” “including,” and similar words of guidance, are intended merely as such, and should not be construed as words of limitation. The words “or” and “and” shall include each other whenever possible to expand, not restrict, the scope of the Request. 11. Reference to the singular in any of these Requests shall also include a reference to the plural, and reference to the plural also shall include a reference to the singular. 12. As to each statement, Defendants shall specifically admit or deny the statement. If denied, the denial must fairly meet the substance of the requested admission. If Defendants qualify their answer or deny any part of the matter for which admission is requested, Defendants shall admit so much of the statement as is true and qualify or deny the remainder. 13. If Defendants object that a term or phrase is vague or ambiguous, Defendant shall respond with its understanding of the term or phrase and specifically admit or deny the statement. 14. These Requests are continuing in nature and require supplementation pursuant to the Federal Rules of Civil Procedure. 15. Unless otherwise indicated, the relevant time period for each request shall be 2010 to the present. If Defendants object to a portion of a time period covered by a Request, 4 Defendants shall specifically qualify the time period for which they can respond to the Request.

REQUESTS FOR ADMISSION

REQUEST NO. 1

Admit that…. sold to Plaintiffs a newly constructed home with a deficient underground water service line and a deficient underground sewer line which failed to comply with applicable District of Columbia requirements

2016, it built and sold a home to Plaintiffs that relied on an underground water service line and an underground sewer line that had been installed by a different builder in 2007

violated the **CPPA** and breached its contract with Plaintiffs, including by failing in significant ways to adhere to applicable District of Columbia building codes, laws and regulations in constructing the home it built for and sold to Petitioner

Beginning in or around 2006, real estate developer William C. Smith ("W.C. Smith) initiated the Asheford Court community, which was to be a community of approximately 75 newly constructed single family homes in the Congress Heights community of Southeast Washington, **DC.**

3. After building approximately 20 homes in the first phase of the community,

W.C. Smith sold the remaining undeveloped lots in the community to NVR, Inc. in or around 2015. **W.C.** Smith never built a home on Plaintiffs' lot, which was one of the undeveloped lots

W.C. Smith sold to NVR

NVR entered into a purchase agreement with Plaintiffs on January 31, 2016 and May 13, 2016 to build and sell a new home to them in Asheford Court. Plaintiffs paid a deposit on the purchase price of the home, in conjunction with the purchase agreement

3. On or around June 8, 2016, NVR through its designee submitted to DC Water and Sewer Authority ("DC WASA") water plans for evaluation through DC WASA's required water plan review process. Successful completion of the DC WASA water plan review process is a prerequisite for obtaining plumbing permits from the District of Columbia Regulatory Authority (DCRA) in new construction.

4. On June 20, 2016, the DC WASA reviewer responsible for reviewing the water plans for the home being built for Plaintiffs issued comments that NVR needed to address prior to moving forward with obtaining a plumbing permit.

3. NVR never responded to the comments the DC WASA reviewer returned regarding the version of the water plans it submitted for Plaintiffs' home. As a result, NVR never obtained a required "stamped and approved" version of its water plans for Plantiffs' home.

NVR never obtained a required water availability certificate from DC WASA. A water availability certificate is the final approval document that the builder/applicant will receive from DC WASA and, among other things, it signifies that the builder's plans are in accordance with DC WASA's design requirements and guidelines. The builder must present this certificate to DCRA prior to receiving a building permit

3. Prior to the completion of the DC WASA review process and receiving a water availability certificate, Defendant obtained a plumbing permit from DCRA listing the following as its address: "William C Smith & Co, 1100 New Jersey Ave SE, Washington, DC 20003- 3302." The address on the plumbing permit it obtained from DCRA belonged to the previous builder W.C. Smith, and did not belong to NVR. Further, the plumbing permit includes within its scope of work cutting one water line and one sewer line.

13. Rather than cutting a new water line and sewer line for Plaintiffs' home, NVR used the old pipes the previous builder had installed in 2007 in Plaintiffs' home. On information and belief, NVR never had these nine-year old pipes inspected by DC WASA.

construction of Plaintiffs' home involved digging a basement underground, and soil remediation.

3. On November 4, 2016, NVR completed sale of the home to Plaintiffs. On that date, the parties went to settlement, with Defendant transferring the home's deed to Plaintiffs in exchange for receiving from Plaintiffs the remaining balance of the full purchase price of the home, financed through Defendant's affiliated mortgage company, **N.V.R** Mortgage.

16. Up to and including on the date of sale, Defendant never disclosed to Plaintiffs that the brand new home's underground water service line and underground sewer line had been installed by a different builder approximately nine years prior in 2007, or that it had not complied with all regulatory requirements regarding these underground pipes.

3. They called DC WASA, which came to the home and informed them that the underground water service line on Plaintiffs' property was leaking.

Regarding the water line, the warranty provides in pertinent part that "All water lines have been installed in your home in accordance with applicable building and plumbing codes." Ryan Homeowner's Manual, Section (V)(B)(l5. l)(a), page 50.

3. Regarding the sewer line, the warranty provides in pertinent part that, "Where defective construction is shown to be the cause [of sewer problems], we (the builder) will assume the cost of the repair." Ryan Homeowner's Manual, Section (V)(B)(l5.4)(a)(l), page 52.

4. Regarding the total new home, the warranty provides in pertinent part as follows under the heading "Building Codes," "Your home will be built according to the codes in force in your particular region during the construction." Ryan Homeowner's Manual, Section (A)(Appendix B -Building Codes), page 56.

5. the leak was caused by a Ford coupling on the underground water service line that had failed.

6. Plumbing Company A further discovered that the sewer line had been installed using a dual-pronged Wye/"Y" fitting, with one prong/end of the fitting unconnected to anything at all, but simply covered with a cap. Instead of a two-pronged fitting with a capped-off end, a single-pronged fitting, such as a 45 degree fitting, should have been used at that point along the sewer line. A portion of the pipe near the capped off end was encrusted with a dark, tarry substance, which the plumbers stated would be consistent with a longstanding leak from the sewer pipe.

7. the plumbers found that the area under the Wye fitting had not been properly supported. The Wye fitting was broken when they excavated it

8. the underground water serve line and underground sewer line failings they had experienced were entirely inconsistent with what should be reasonably expected for a home the age of theirs,

9. Defendant had not complied with DC WASA' s required process in constructing their home in at least the following ways: (1) while it had submitted water plans for approval in June 2016, DC WASA reviewed the submitted version of the plans and returned comments to the builder that the builder was required to address before the plans could be approved; (2) the builder never responded to DC WASA's comments on the submitted version of the plans; (3) the builder never obtained a required water availability certificate; (4) and that the builder never obtained the required stamped

and approved set of water plans from DC WASA

10.

Date: March 6, 2020

Respectfully submitted,

/s/Pamela McLean, Esq.

McLean Legal Group

Bar No. 497891

1629 K Street, NW Suite 300

Washington, D.C. 20006

202-204-2234(O) 703-488-0852(C)

contact@mcleanlegalgroup.com

CERTIFICATE OF SERVICE

I, Pamela McLean, hereby certify that on the 6th day of March, 2020, I caused a true and correct copy of PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSIONS TO DEFENDANT to be served via electronic and first class mail upon the following:

Date: March 9, 2020

/s/Pamela McLean

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,		
Plaintiff,	*	
	*	
v.	*	**Civil Case No. 1:20-cv-00453 (CKK)**
	*	
NVR, INC.	*	
Defendant.		

PLAINTIFF'S REOUESTS FOR PRODUCTION

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Plaintiff Jim A. Turner requests that Defendants produce all responsive Documents requested herein at the offices of

undersigned counsel as soon as practicable and, in any event, within thirty (30) days of the service of these Requests.

INSTRUCTIONS

- These requests require the production of all responsive Documents within the sole or joint possession, custody, or control of any Defendants, including, without limitation, any such Documents that lie within the possession, custody, or control of any agents, agencies, departments, attorneys, employees, consultants, investigators, representatives, or other persons or entities acting for, or otherwise subject to the control of, any Defendants. 2. These requests are continuing in nature and require prompt supplemental responses for any and all responsive Documents that come into any Defendant's sole or joint possession, custody, or control after the service of any initial responses hereto. 3. Each of these requests requires a separate answer. For each Document, indicate the Request to which it responds. 4. Pursuant to Rule 34(b), all responsive Documents are required to be produced either (a) as they are kept in the usual course of business (together with copies of any file labels or binder covers for the files or binders in which they are maintained) or (b) organized and labelled to correspond with the categories of the Requests to which they respond. 5. For any responsive Document or portion thereof that is either redacted or withheld, in whole or in part, on the basis of any assertion of privilege or other asserted exemption from discovery, identify (a) the title or identity of the Document; (b) the date of the Document; (c) the type or nature of the Document; (d) the identity, title or responsibilities, and relationship to Defendants of all persons who either prepared or received the Document; (e) the type and nature of the privilege or exemption asserted; and (f) the contents or subject matter of the Document, with sufficient detail to explain the basis for the privilege or exemption asserted (see Fed. R. Civ. P. 26(b)(5)). For any such responsive Document or portion thereof that may not properly be redacted or withheld in its entirety, produce each and every portion thereof to which the claimed privilege or exemption does not apply and specify, on the face of each such page or portion, the fact and reason for the redaction or withholding. 2 - 6. Wherever possible or necessary to render a given Request more inclusive than it otherwise might be, the singular should be construed to include the plural, and vice versa, the disjunctive should be construed to include the conjunctive, and vice versa; any verb tense should be construed to include other tenses; and any reference to one gender should be construed to include the other.

DEFINITIONS

7. "Defendant" means any and all named defendants in this action, both individually and jointly. 8. "Document" is used in the broadest sense permissible under Federal Rule 34 to encompass and mean product of any method of recording information, whether by writing or otherwise, including without limitation: any written, electronic, or

computerized files, data, or software; memoranda; correspondence; communications; reports; summaries; studies; analyses; evaluations; notes or notebooks; indices; logs; books, booklets, or binders; pamphlets; calendar or diary entries; ledger entries; press clippings; graphs; tables; charts; drawings; maps; meeting minutes; photographs; transcripts; audio or video recordings or tapes; facsimile transmissions; electronic mail messages; naval traffic messages; administrative decisions, orders, or rulings; and the like. The term "Document" should be construed to encompass all responsive Documents and related materials of any nature and each and every copy or draft of a Document that is not identical to the original or to any other copy or draft. 9. "Plaintiff" means Mr. Jim A. Turner, the named plaintiff in this action. 3 10. "Refer to" and "relate to" mean referencing, constituting, representing, defining, depicting, concerning, embodying, reflecting, identifying, stating, mentioning, addressing, or pertaining to in any way.

REOUESTS

Plaintiff hereby requests that Defendants produce each and all of the following:

I .

Date: March 6, 2020

Respectfully submitted,

/s/Pamela McLean, Esq.

McLean Legal Group

Bar No. 497891

1629 K Street, NW Suite 300

Washington, D.C. 20006

202-204-2234(O) 703-488-0852(C)

contact@mcleanlegalgroup.com

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff, *

*

v.	*	**Civil Case No. 1:20-cv-00453 (CKK)**
	*	
NVR, INC.	*	
Defendant.		

CERTIFICATE OF SERVICE

I, Pamela McLean, hereby certify that on the 6th day of March, 2020, I caused a true and correct copy of PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT to be served via electronic and first class mail upon the following:

Date: March 6, 2020 /s/Pamela McLean

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff, *

*

v. * **Civil Case No. 1:20-cv-00453 (CKK)**

*

NVR, INC. *

Defendant.

CERTIFICATE REGARDING DISCOVERY

I, Pamela McLean, hereby certify that on the 9th day of March, 2020, I caused a true and correct copy of Plaintiff's First Set of Interrogatories, Plaintiff's First Set of Requests for Admissions and Plaintiff's Request for Production of Documents to be served via electronic and first class mail upon the following:

Jeffery M. Mervis, Defense Counsel
12505 Park Potomac Ave., 6th Floor
Potomac, MD 20854

Date: March 9, 2020 /s/Pamela McLean

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff,

*

v. * **Civil Case No. 1:20-cv-00453 (CKK)**

*

NVR, INC.

Defendant.

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff Tiffani Jones, by and through undersigned counsel, propounds the following to Defendant NVR, Inc. In accordance with Rule 26(e) of the Federal Rules of Civil Procedure, these Interrogatories shall be deemed to be continuing. If Defendant discovers further information that is responsive hereto, or that alters or augments the answers already given, Defendant should promptly provide Plaintiff with such information by amended or supplemental responses.

DEFINITIONS AND INSTRUCTIONS

1. "Person" or "persons" shall mean an individual, corporation, proprietorship, partnership, association, agency, or any other entity.

2. The term "document" shall have the broadest meaning possible under the Federal Rules of Civil Procedure and shall include, but not be limited to, the original (or a copy when the original is not available) and each non-identical copy (including those which are non-identical by reason of translations, notations, or markings) or any and all other written, printed, typed, punched, taped, filmed, or graphic matter or recorded or tangible thing, or whatever description, however produced or reproduced (including computer-

stored or generated data, together with instructions or programs necessary to search and retrieve such data and hard copies where available and retrievable), and shall include all attachments to and enclosures with any requested item, to which they are attached or with which they are enclosed, and each draft thereof. The term document shall specifically include all recorded or retrievable electronic data or communications such as electronic mail (e-mail) and the like and all translations thereof.

3. The term "thing" refers to any tangible object, other than a document, and includes objects of every kind and nature, including, but not limited to, prototypes, models, and specimens.

4. "Communication" means any oral, written, electronic, or other exchange of words, thoughts, information, or ideas to another person or entity, whether in person, in a group, by telephone, by letter, by Telex, by facsimile, or by any other process, electric, electronic, or otherwise. All such communications in writing shall include, without limitation, printed, typed, handwritten, or other readable documents, correspondence, memoranda, reports, contracts, drafts (both initial and subsequent), computer discs or transmissions, e-mails, instant messages, tape or video recordings, voicemails, diaries, log books, minutes, notes, studies, surveys and forecasts, and any and all copies thereof.

5. The words "or," "and," "all," "every," "any," "each," "one or more," "including," and similar words of guidance, are intended merely as such, and should not be construed as words of limitation. The words "or" and "and" shall include each other whenever possible to expand, not restrict, the scope of the Interrogatory. The word "including" shall not be used to limit any general category or description that precedes it. The words "all," "every," "any," "each," and "one or more" shall include each other whenever possible to expand, not restrict, the scope of the Interrogatory.

6. Reference to the singular in any of these Interrogatories shall also include a reference to the plural, and reference to the plural also shall include a reference to the singular.

7. These Interrogatories are intended to elicit as much information as possible concerning the issues, and to the extent any Interrogatory could be interpreted in more than one way,

you should employ the interpretation of the Interrogatory most likely to encompass and elicit the greatest amount of information possible.

8. If Defendant refuses to disclose any of the information requested in any of these Interrogatories on the basis of a privilege or other protection, please so state, and further state the basis of the privilege or other protection claim with sufficient specificity to permit the Court and counsel to evaluate and test the privilege or protection claimed.

9. To the extent documents are produced in lieu of answering any of these Interrogatories, please produce such documents as kept in the ordinary course, see Fed. R. Civ. P. 34, and without any rearrangement. In addition, please provide the documents in such a way that they can be correlated to the Interrogatory or Interrogatories to which the documents are responsive, and identify the Bates number for all such documents in your Interrogatory response.

10. Defendant is under a continuing obligation to respond to the Interrogatories set forth herein. Accordingly, if Defendant subsequently gains additional information called for in any of the Interrogatories set forth herein, Defendant should promptly produce such information to Plaintiff.

INTERROGATORIES

1. Describe the corporate structure of NVR, Inc., including its hierarchical employee structures, its relationship to all parent companies, subsidiaries, and related corporations.

2. Describe the application and hiring process used by NVR, Inc., including whether any drug testing, background checks, interviews, and/or any professional credentials are required of construction staff.

3. Describe all company-mandated or legally-mandated education or training requirements for construction workers for both managerial positions and laborers between July 6, 2016 to September 12, 2016.

4. State whether there exists any protocols, procedures, guidelines, standards, or policy

manual(s) to govern or guide your agents, servants and/or employees in the exercise of their duties.

5. If the above Interrogatory is answered in the affirmative, state whether your agents, servants, and/or employees followed these protocols, procedures, guidelines, standards, or policy manual(s) in the exercise of their duties on or about July 6, 2016 to September 12, 2016, and if not, please explain in detail why they were not followed.

6. Identify each manager, supervisor or laborer and other employee, agent, and/or servant who was on duty between July 6, 2016 to September 12, who had any interaction or supervisory responsibilities regarding the property that is the subject of this litigation and for each such person, identify the job position and duties.

7. Describe the circumstances surrounding and and all disciplinary proceedings, including verbal warnings, written warnings and other discipline involving any employee or independent contractor who worked on the property that is the subject of this litigation. Include the final outcome of all discipline.

8. Identify each person who has given you or your agents, servants and/or employees a signed, written, tape recorded or oral statement concerning the circumstances of this case, including the names, addresses and telephone numbers of each such person.

9. Describe all written and verbal statements given by you, your employees, agents, servants, representatives or witnesses regarding the subject property.

10. State the names and addresses of all experts whom you intend to call as witnesses at the trial of this matter. If any have prepared a report of his or her findings, please attach a copy of the report to your answers to these interrogatories. In addition, please state the subject matter upon which each such expert is expected to testify, the substance of the

facts and opinions to which each such expert is expected to testify, and provide a summary of the grounds for each opinion.

11. If you have within your control or possession photographs, video, pictures, imaging, plats, diagrams, or drawings of the scene, objects, or persons connected with the occurrence, and/or videotapes regarding any element of Plaintiffs' claims, set forth a description of same and describe the contents of any such item, or the like, the dates created, and the identity of the person or persons creating them; and attach a copy to your answers to interrogatories.

12. Give a complete statement of the facts as to how you contend that the subject property was constructed.

13. Identify all written communications, including internal minutes of all meetings and notes therefrom, subsequent to the construction of the subject property and/or relating design and stuctural procedures used to construct the subject property.

14. Please identify all individuals who have or have had any responsibilities, including administrative and manual construction of the subject property. In connection therewith, please state the name of each and every such individual and set forth their current positions with or relationship to NVR, Inc.

15. If a report about the subject property was made by you or your agent, servant or employee in the ordinary course of business, including, but not limited to, an incident report or quality assurance report, provide the date of each report and identify the person or persons who made each report and the persons who presently have custody of each report.

16. State the substance of all discussions concerning the subject property that you or your

agents, servants and/or employees or others in your presence had with any party to this case. State when and where each discussion took place and identify all persons who were present.

17. For each person identified in your Answers to Interrogatories who at one time was, but no longer is, your agent, servant and/or employee, please provide the date and reason for termination and a current address (or if a current address is unknown, provide the last known address).

18. Identify every person and their last known address not otherwise identified in your Answers to these Interrogatories, including eyewitnesses to all or part of the construction of the subject property, who has personal knowledge of any facts material to this case and generally describe or summarize these facts each person possesses which are material to this claim.

19. Please provide the caption, court, case number, date of filing, and name of plaintiff in all cases filed against you or your agents, servants, and/or employees arising from construction of the subject property or other properties in the Asheford Court subdivision as well as the current status and final outcome of each.

20. Describe all equipment and materials used in the construction of the subject property.

21. Describe the manner and course of construction, including all schedules, deadlines and planning models used in the construction of the subject property.

21. State whether Defendant obtained all required permits and acted in full compliance with D.C. Water and Sewer Authority.

22. Provide the water plans submitted to D.C. WASA for appproval.

23. Identify all laborers and licensed plumberswho worked on the sewer and service lines of the Asheford Court subdivision between July 6, 2016 to September 12, 2016.

Date: March 17, 2020

Respectfully submitted,

/s/Pamela McLean, Esq.

McLean Legal Group

Bar No. 497891

1629 K Street, NW Suite 300

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202-204-2234(O) 703-488-0852(C)

contact@mcleanlegalgroup.com

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff,

*****

v. ***** **Civil Case No. 1:20-cv-00453 (CKK)**

*****

NVR, INC.

Defendant.

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSIONS TO DEFENDANT

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Plaintiff Tiffani Jones, by and through their attorneys, hereby submits the following Requests for Admission (collectively, the "Requests" and individually, a "Request") to Defendant NVR, Inc. For each Request that is denied, or is otherwise not admitted without qualification, Defendant is to set forth in detail the reason for each such denial or qualification.

DEFINITIONS AND INSTRUCTIONS

In addition to the Federal Rules of Civil Procedure and the Local Rules of this Court, the following definitions and instructions apply to these requests:

1. The words “or,” “and,” “all,” “every,” “any,” “each,” “one or more,” “including,” and similar words of guidance, are intended merely as such, and should not be construed as words of limitation. The words “or” and “and” shall include each other whenever possible to expand, not restrict, the scope of the Request.

2. Reference to the singular in any of these Requests shall also include a reference to the plural, and reference to the plural also shall include a reference to the singular.

3. As to each statement, Defendant shall specifically admit or deny the statement. If denied, the denial must fairly meet the substance of the requested admission. If Defendant qualifies its answer or denies any part of the matter for which admission is requested, Defendants shall admit so much of the statement as is true and qualify or deny the remainder.

4. If Defendant objects that a term or phrase is vague or ambiguous, Defendant shall respond with its understanding of the term or phrase and specifically admit or deny the statement.

5. These Requests are continuing in nature and require supplementation pursuant to the Federal Rules of Civil Procedure.

6. Unless otherwise indicated, the relevant time period for each request shall be January 1, 2016 to the present. If Defendant objects to a portion of a time period covered by a Request, Defendant shall specifically qualify the time period for which they can respond to the Request.

REQUESTS FOR ADMISSIONS

REQUEST NO. 1

You sold to Plaintiff a newly constructed home with a deficient underground water service line and a deficient underground sewer line which failed to comply with applicable District of Columbia requirements.

REQUEST NO. 2

You built and sold a home to Plaintiff in 2016 that relied on an underground water

service line and an underground sewer line that had been installed by a different builder in 2007.

REQUEST NO. 3

You failed to adhere to applicable District of Columbia building codes, laws and regulations in constructing the home you built for and sold to Plaintiff.

REQUEST NO. 4

Real estate developer William C. Smith ("W.C. Smith) initiated the Asheford Court community in 2006, which was to be a community of approximately 75 newly constructed single family homes in the Congress Heights community of Southeast Washington, DC.

REQUEST NO. 5

After building approximately 20 homes in the first phase of the community,W.C. Smith sold the remaining undeveloped lots in the community to Defendant in 2015. **W.C.** Smith never built a home on Plaintiff's lot, which was one of the undeveloped lots

REQUEST NO. 6

Defendant entered into a purchase agreement with Plaintiff on February 29, 2016 to build and sell a new home in Asheford Court. Plaintiff paid a deposit on the purchase price of the home, in conjunction with the purchase agreement.

REQUEST NO. 7

On or around June 8, 2016, NVR, Inc., through its agent, submitted to D.C. Water and Sewer Authority ("DC WASA") water plans for evaluation through DC WASA's required water plan review process.

REQUEST NO. 8

Successful completion of the DC WASA water plan review process is a prerequisite for obtaining plumbing permits from the District of Columbia Regulatory Authority (DCRA) in new construction.

REQUEST NO. 9

On June 20, 2016, the DC WASA reviewer responsible for reviewing the water plans for

the home being built for Plaintiff issued comments that NVR, Inc. was required to address prior to moving forward with obtaining a plumbing permit.

REQUEST NO. 10

NVR, Inc. never responded to the comments the DC WASA reviewer returned regarding the version of the water plans it submitted for Plaintiff's home.

REQUEST NO. 11

NVR, Inc. never obtained a required "stamped and approved" version of its water plans for Plantiff's home.

REQUEST NO. 12

NVR never obtained a required water availability certificate from DC WASA.

REQUEST NO. 13

A water availability certificate is the final approval document that the builder/applicant will receive from DC WASA and, among other things, it signifies that the builder's plans are in accordance with DC WASA's design requirements and guidelines. The builder must present this certificate to DCRA prior to receiving a building permit.

REQUEST NO. 14

Prior to the completion of the DC WASA review process and receiving a water availability certificate, Defendant obtained a plumbing permit from DCRA listing the following as its address: "William C. Smith & Co, 1100 New Jersey Ave SE, Washington, DC 20003- 3302."

REQUEST NO. 15

The address on the plumbing permit it obtained from DCRA belonged to the previous builder W.C. Smith, and did not belong to NVR, Inc. Further, the plumbing permit included within its scope of work cutting one water line and one sewer line.

REQUEST NO. 16

Rather than cutting a new water line and sewer line for Plaintiff's home, Defendant used the old pipes the previous builder had installed in 2007 in Plaintiff's home. Defendant never had these nine-year old pipes inspected by DC WASA.

REQUEST NO. 17

Defendant transferred the home's deed to Plaintiff in exchange for receiving from Plaintiff the remaining balance of the full purchase price of the home, financed through Defendant's affiliated mortgage company, N.V.R Mortgage.

REQUEST NO. 18

Up to and including on the date of sale, Defendant never disclosed to Plaintiff that the brand new home's underground water service line and underground sewer line had been installed by a different builder approximately nine years prior in 2007, or that it had not complied with all regulatory requirements regarding these underground pipes.

REQUEST NO. 19

The underground water service line on Plaintiff's' property leaked.

REQUEST NO. 20

Regarding the water line, the warranty provides in pertinent part that "All water lines have been installed in your home in accordance with applicable building and plumbing codes." Ryan Homeowner's Manual, Section (V)(B)(l5. l)(a), page 50.

REQUEST NO. 21

Regarding the sewer line, the warranty provides in pertinent part that, "Where defective construction is shown to be the cause [of sewer problems], we (the builder) will assume the cost of the repair." Ryan Homeowner's Manual, Section (V)(B)(l5.4)(a)(l), page 52.

REQUEST NO. 22

Regarding the total new home, the warranty provides in pertinent part as follows under the heading "Building Codes," "Your home will be built according to the codes in force in your particular region during the construction." Ryan Homeowner's Manual, Section (A)(Appendix B -Building Codes), page 56.

REQUEST NO. 23

Defendant had not complied with DC WASA' s required process in constructing their home in at least the following ways: (1) while it had submitted water plans for approval

in June 2016, DC WASA reviewed the submitted version of the plans and returned comments to the builder that the builder was required to address before the plans could be approved; (2) the builder never responded to DC WASA's comments on the submitted version of the plans; (3) the builder never obtained a required water availability certificate; (4) and that the builder never obtained the required stamped and approved set of water plans from DC WASA.

Date: March 17, 2020

Respectfully submitted,

/s/Pamela McLean, Esq.
McLean Legal Group
Bar No. 497891
1629 K Street, NW Suite 300
Washington, D.C. 20006
202-204-2234(O) 703-488-0852(C)
contact@mcleanlegalgroup.com

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff,

*

v. * **Civil Case No. 1:20-cv-00453 (CKK)**

*

NVR, INC.

Defendant.

PLAINTIFF'S REQUEST FOR PRODUCTION,

INSPECTION, AND COPYING OF DOCUMENTS TO DEFENDANT

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Plaintiff Tiffani Jones requests that Defendant produce all responsive Documents requested herein at the offices of undersigned counsel as soon as practicable and, in any event, within thirty (30) days of the service of these Requests.

INSTRUCTIONS

1. These requests require the production of all responsive Documents within the sole or joint possession, custody, or control of Defendant, including, without limitation, any such Documents that lie within the possession, custody, or control of any agents, agencies, departments, attorneys, employees, consultants, investigators, representatives, or other persons or entities acting for, or otherwise subject to the control of Defendant.

2. These requests are continuing in nature and require prompt supplemental responses for any and all responsive Documents that come into any Defendant's sole or joint

possession, custody, or control after the service of any initial responses hereto.

3. Each of these requests requires a separate answer. For each Document, indicate the Request to which it responds.

4. Pursuant to Rule 34(b), all responsive Documents are required to be produced either (a) as they are kept in the usual course of business (together with copies of any file labels or binder covers for the files or binders in which they are maintained) or (b) organized and labelled to correspond with the categories of the Requests to which they respond.

5. For any responsive Document or portion thereof that is either redacted or withheld, in whole or in part, on the basis of any assertion of privilege or other asserted exemption from discovery, identify (a) the title or identity of the Document; (b) the date of the Document; (c) the type or nature of the Document; (d) the identity, title or responsibilities, and relationship to Defendants of all persons who either prepared or received the Document; (e) the type and nature of the privilege or exemption asserted; and (f) the contents or subject matter of the Document, with sufficient detail to explain the basis for the privilege or exemption asserted (see Fed. R. Civ. P. 26(b)(5)). For any such responsive Document or portion thereof that may not properly be redacted or withheld in its entirety, produce each and every portion thereof to which the claimed privilege or exemption does not apply and specify, on the face of each such page or portion, the fact and reason for the redaction or withholding.

6. Wherever possible or necessary to render a given Request more inclusive than it otherwise might be, the singular should be construed to include the plural, and vice versa, the disjunctive should be construed to include the conjunctive, and vice versa; any verb tense should be construed to include other tenses; and any reference to one gender should be construed to include the other.

DEFINITIONS

1. "Defendant" means any and all named defendants in this action, both individually and jointly.

2. "Document" is used in the broadest sense permissible under Federal Rule 34 to encompass and mean product of any method of recording information, whether by writing or otherwise, including without limitation: any written, electronic, or computerized files, data, or software; memoranda; correspondence; communications; reports; summaries; studies; analyses; evaluations; notes or notebooks; indices; logs; books, booklets, or binders; pamphlets; calendar or diary entries; ledger entries; press clippings; graphs; tables; charts; drawings; maps; meeting minutes; photographs; transcripts; audio or video recordings or tapes; facsimile transmissions; electronic mail messages; naval traffic messages; administrative decisions, orders, or rulings; and the like. The term "Document" should be construed to encompass all responsive Documents and related materials of any nature and each and every copy or draft of a Document that is not identical to the original or to any other copy or draft.

9. "Plaintiff" means NVR, Inc., the named plaintiff in this action.

10. "Refer to" and "relate to" mean referencing, constituting, representing, defining, depicting, concerning, embodying, reflecting, identifying, stating, mentioning, addressing, or pertaining to in any way.

REQUESTS

Plaintiff hereby requests that Defendant produce each and all of the following:

- Any and all documents on which you relied or identified in your Answers to Interrogatories, or which relate to your Answers to or the subject matter of the Interrogatories.
- Plumbing permit from D.C. Water and Sewer Authority.
- All documents containing any statements made to you by anyone with personal knowledge of the facts at issue in this case, about the facts at issue in this case.
- Any and all correspondence between you and the plaintiff in the past four years, including letters, emails, text messages, and any other written or electronic communications.
- All documents related to any contact, in person, oral, written, or electronic between you and the plaintiff in the past four years.
- All documents that you intend to introduce as evidence in this case.

- All documents related to any criminal or civil charges filed against you in D.C. or in any other jurisdiction, whether or not they resulted in convictions, for the past ten years.
- Copies of all written memoranda and reports and photographs submitted to you or your attorney by any potential witnesses named in your Answers to Interrogatories as well as all tape recordings or other evidence prepared from tape recordings made in connection with any wiretapping or other electronic surveillance or recordings conducted by you or others on your behalf.
- Any and all reports of investigators or experts related to any issue in this case.
- For years 2015 throu 2019, all employment contracts, correspondences, and documents evidencing terms and conditions of employment between you and employees and agents who worked on the subject property, including, without limitation, information about wages, salaries, bonuses, stock options, commissions, earnings, income, pay raises, promotions, payroll deductions, other deductions of any kind, pension plans, pension funds, retirement plans, retirement funds, stock plans, and stock funds and other benefits or deductions of any kind which are, were previously, or which may in the future be paid, available, or withheld for any purpose, or otherwise, or to which you are, were, or may become, entitled in the future.
- Any and all documents, not previously provided, upon which you intend to rely in the trial of this case.
- Any and all documents that you contend evidence any claim or defense that you have in this case.
- Any and all documentation in your possession custody or control related to construction of the subject property.

Date: March 17, 2020

Respectfully submitted,

/s/Pamela McLean, Esq.

McLean Legal Group

Bar No. 497891

1629 K Street, NW Suite 300

Washington, D.C. 20006

202-204-2234(O) 703-488-0852(C)

contact@mcleanlegalgroup.com

Certificate of Service

I, Pamela McLean, hereby certify that on the 17th day of March, 2020, I caused a true and correct copy of Plaintiff's First Set of Interrogatories, Requests for Admissions and Production Requests to Defendant to be served via electronic and first class mail upon the following:

Jeffery M. Mervis, Defense Counsel
12505 Park Potomac Ave., 6th Floor
Potomac, MD 20854

:

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff,

*

v. * **Civil Case No. 1:20-cv-00453 (CKK)**

*

NVR, INC.

Defendant

Discovery Dispute

Defendant has had access to most of plaintiff's evidentiary materials since March 5, 2020. Defendant filed a Motion to Dismiss on February 25, 2020. Plaintiff filed her opposition on March 4, 2020. Plaintiff filed supporting exhibits under seal. These exhibits were emailed directly to defendant.[1] These exhibits comprised the majority of plaintiff's evidentiary materials. Exhibit

The parties held a meet and confer call (via telephone) on July 1, 2020 at approximately 3:00 p.m. On this call, the parties discussed their respective discovery plans. During this call, plaintiff informed defendant that the exhibits previously provided composed all of the evidentiary materials plaintiff had and would be likely to produce in response to a production request and plaintiff would supplement with any additional documents from her client.[2]

Defendant served Plaintiff with Interrogatories on August 31, 2020. [3] Defendant also served Plaintiff with Production Requests on August 31, 2020.[4] Defendant's production requests

[1] Exhibit 1: Sealed Motion Exhibits emailed to defendant
[2] Exhibit 2: Meet and Confer Statement
[3] Exhibit 3: Defendant's Interrogatories
[4] Exhibit 4: Defendant's Production Requests

included requests for authorizations to disclose health information for plaintiff Tiffani Jones and her three children (Karter Kundera, Riley Kundera and Michael Anthony Kundera).[5] Plaintiff provided the requested medical releases, thereby granting defendant access to plaintiff and her children's medical records.

Plaintiff emailed her responses to defendant's Interrogatories and Production Requests on September 27, 2020.[6] This email included plaintiff's answers to defendant's interrogatories[7] and plaintiff's answers to defendant's production requests.[8] This email also had the requested documents attached.

Defendant served plaintiff with supplementary discovery requests on October 15, 2020. **Exhibit def supp questions**. On October 16, the parties had a conference call. The parties discussed plaintiff's concerns with defendant's discovery responses. During the course of this call, the parties agreed that defendant would revise its discovery responses and provide additional responses to Plaintiff's interrogatories and production request by November 16, 2020. During this same call, plaintiff agreed to answer defendant's supplemental discovery requests on November 16, 2020. **Exhibit/my supp answers**

Supp. Discov request – email sent exhibit

On August 31, 2020, defendant served plaintiff with a request to Inspect Property. **Exhibit** Plaintiff consented, in spite of the fact that defendant's agents had visited the property on numerous prior occasions. Inspection granted on Nov. 20, 2020, in spite of numerous prior visits to the subject property by NVR agents. Defendant inspected the entire property and video-recorded the property.

Additional discovery requests.

Respectfully submitted,

December 1, 2020

/s/Pamela McLean, Esq.

McLean Legal Group

Bar No. 497891

1629 K Street, NW Suite 300

[5] Exhibit 5: Medical Authorizations

[6] Exhibit 6: Plaintiff's Discovery Responses Emailed to Defendant

[7] Exhibit 7: Plaintiff's Responses to Defendant's Interrogatories

[8] Exhibit 8: Plaintiff's Responses to Defendant's Production Requests

Washington, D.C. 20006
202-204-2234(O) 703-488-0852(C)
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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,		
Plaintiff,	*	
	*	**Civil Case No. 1:20-cv-00453 (CKK)**
v.	*	
	*	
NVR, INC.	*	
Defendant.		

Plaintiff's Supplemented Disclosures

Plaintiff, Tiffani Jones, by and through undersigned counsel, pursuant to Federal Rule of Civil Procedure 26(e)(2), hereby supplements disclosures regarding expert witnesses. Plaintiff's expert witnesses in the above-entitled action will be:

1. Dr. James Pearl (pulmonary and critical care medical expert)

2. Dr. Joseph Spurgeon (certified industrial hygienist)

2. Ken Broughton (mold testing and remediation)

July 9, 2021

/s/Pamela McLean, Esq.
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Certificate of Service

I hereby certify that on this 9th day of July 2021, I electronically filed the foregoing Document with the Clerk of the Court using the ECF system, which will send notification of the filing to the counsel of record for all parties.

/s/Pamela McLean

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff, *

*

v. * **Civil Case No. 1:20-CV-00453 (CKK)**

*

NVR, INC. *

Defendant.

OPPOSITION TO MOTION TO DISMISS COMPLAINT

Plaintiff, Tiffani Jones, by and through undersigned counsel, pursuant to Federal Rule of Civil Procedure 12(b)(6), respectfully moves this Honorable Court to deny Defendant, NVR, Inc.'s Motion to Dismiss the Complaint. Defendant's motion should be dismissed because Jones has sufficiently alleged claims for breach of contract, fraud, negligence, negligent misrepresentation, breach of express warranty, breach of implied warranty of merchantability, violation of the District of Columbia Protection Procedures Act and strict liability.

Wherefore, Plaintiff respectfully moves the Court to deny Defendant's Motion to Dismiss in its entirety.

Date: March 4, 2020

Respectfully submitted,

/s/Pamela McLean, Esq.
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202-204-2234(O) 703-488-0852(C)
contact@mcleanlegalgroup.com
Counsel for Plaintiff

Certificate of Service

I, Pamela McLean, hereby certify that the foregoing Opposition has been served electronically upon all parties of record on this 4th day of March 2020.

/s/Pamela McLean

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff, *

*

v. * **Civil Case No. 1:20-CV-00453 (CKK)**

*

NVR, INC.

Defendant.

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO DISMISS

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Allard v. Weitzman, 991 F.2d 1236, 1240 (6th Cir.1993))

Prunte v. Universal Music Grp., 484 F. Supp. 2d 32, 37 (D.D.C. 2007)

Mead v. Lindlaw, 839 F. Supp. 2d 66, 70 (D.D.C. 2012)

Ward v. D.C. Dep't of Youth Rehab. Servs., 768 F. Supp. 2d 117, 119 (D.D.C. 2011)

Kingman Park Civic Assoc. v. Williams, 348 F.3d 1033, 1040 (D.C. Cir. 2003)

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*Cordoba Initiative Corp. v. Deak, Civil Action No. 11-1541 (RWR), 2012 WL 5285132, at *2 (D.D.C. Oct. 26, 2012)*

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D.C. Code § 28–3904(d)

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EXHIBITS

Exhibit 1 - District of Columbia Purchase Agreement

Exhibit 2 - Warranty Manual

Exhibit 3- Medical Records (Riley)

Exhibit 4 - Medical Records (Karter)

Exhibit 5 - Medical Records (Tiffani & Michael1)

Exhibit 6 - Medical Records (Tiffani & Michael2)

Exhibit 7 - Medical Records (Tiffani & Michael3)

Exhibit 8 - Text Messages

Exhibit 9 - Home Pictures

Exhibit 10 - Mold Remediation Estimate

Exhibit 11 - Mold Remediation Company License

Exhibit 12 - Structural Defects Repair Estimate

Exhibit 13 - Mold Lab Report 1

Exhibit 14 - Mold Lab Report 2

I. PRELIMINARY STATEMENT

Tiffani Jones was a first-time home-buyer who placed her trust in NVR, Inc. to build a structurally sound and safe home for her and her family. Instead, the Defendant delivered to Jones a poorly constructed house which was ultimately uninhabitable. In spite of repeated pleas for help, plumbing issues persisted and eventually mushroomed into toxic mold, compromising both the health and safety of the entire Jones family. Acting as builder, seller, inspection agent and (briefly) mortgagee, the Defendant was able to reap maximum profits while delivering next to nothing in return. To add insult to injury, the language of the sales contract sought to completely deprive Jones of any right of redress.

II. FACTUAL AND PROCEDURAL HISTORY

Mrs. Jones and NVR, Inc. executed a contract for the construction of her new home on February 29, 2016 for a total sales price of $489,935.00. Construction of the house began on July 6, 2016 and was completed on September 12, 2016. Mrs. Jones and her family moved in on November 3, 2016. By February 2017, leaks in the plumbing began. Mrs. Jones promptly reported the issue and gave Defendant access to her home on more than twelve separate occasions to make repairs. However, the leaks continued.
A mold inspection performed on October 29, 2019 revealed the presence of toxic mold throughout the house. An inspection performed by a private contractor on November 6, 2019 revealed structural defects. The health of the entire family was negatively impacted, resulting in medical bills in excess of $350,000.00. The family left the property.

Jones filed her Complaint in D.C. Superior Court on January 23, 2020. Defendant was served with the summons and Complaint on January 31, 2020. Defendant filed its Notice of Removal on February 18, 2020 and had the case removed to federal court

Based on diversity.

III. STANDARD OF REVIEW

A. Standard for Dismissal Under Federal Rule of Civil Procedure 12(b)(6)

A motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) "tests the legal sufficiency of a complaint." *Browning v. Clinton*, 292 F.3d 235, 242 (D.C. Cir. 2002). A complaint must contain "a short and plain statement of the claim showing that the pleader is entitled to relief, in order to give the defendant fair notice of what the claim is and the grounds upon which it rests." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). While detailed factual allegations are not necessary, a plaintiff must plead enough facts "to raise a right to relief above the speculative level." Id. When ruling on a Rule 12 (b)(6) motion, the Court may consider "the facts alleged in the complaint, documents attached as exhibits or incorporated by reference in the complaint, and matters about which the Court may take judicial notice." *Gustave–Schmidt v. Chao*, 226 F. Supp. 2d 191, 196 (D.D.C. 2002). The Court must construe the complaint liberally in the plaintiff's favor and grant plaintiff the benefit of all reasonable inferences derived from the complaint. *Kowal v. MCI Commc'ns Corp*., 16 F.3d 1271, 1276 (D.C. Cir. 1994). *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009); *Columbia Natural Res., Inc. v. Tatum*, 58 F.3d 1101, 1109 (6th Cir.1995) (citing *Allard v. Weitzman*, 991 F.2d 1236, 1240 (6th Cir.1993)).

Jones' Complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that Jones can prove no set of facts in support of her claim which would entitle her to relief." *Kingman Park Civic Assoc., 348 F.3d at 1040 (citation omitted).* "A court considering [a motion to dismiss] presumes the factual allegations of

the complaint to be true and construes them liberally in the plaintiff's favor." *Gill v. D.C.,* 872 F. Supp. 2d 30, 33 (D.D.C. 2012*)* (citation omitted). Additionally, "the Court must grant plaintiff the benefit of all reasonable inferences that can be derived from the facts alleged." *Prunte v. Universal Music Grp.,* 484 F. Supp. 2d 32, 37 (D.D.C. 2007) (citation omitted). "[I]n deciding a Rule 12(b)(6) motion, a court may consider 'the facts alleged in the complaint, documents attached as exhibits or incorporated by reference in the complaint, or 'documents upon which the plaintiff's complaint necessarily relies. . . .'" *Mead v. Lindlaw,* 839 F. Supp. 2d 66, 70 (D.D.C. 2012) (citations omitted). See also *Ward v. D.C. Dep't of Youth Rehab. Servs.,* 768 F. Supp. 2d 117, 119 (D.D.C. 2011) ("[A] court may consider on a motion to dismiss . . . 'documents attached as exhibits or incorporated by reference in the complaint . . . .'" (citations omitted)).

Defendant's entire motion to dismiss is based on a fundamental misunderstanding of the distinction between what a party is required to allege to state a claim and what a party must eventually prove at trial. Rather than attack the allegations of the Complaint, Defendant focuses on arguments that Jones failed to produce evidence sufficient to prevail on the merits. At this early stage, Jones "need only set forth 'a short and plain statement of her claim,' FED. R. CIV. P. 8(a)(2), giving the defendant fair notice of her claim and the grounds upon which it rests." *Kingman Park Civic Assoc. v. Williams*, 348 F.3d 1033, 1040 (D.C. Cir. 2003) (citing *Conley v. Gibson*, 355 U.S. 41, 47 (1957)). See also *Lilley v. Stout*, 384 F. Supp. 2d 83, 89 (D.D.C. 2005) (denying motion to dismiss where complaint "though lacking in detail, alleges sufficient facts to make out a prima facie case").

IV. ARGUMENT

The Court should deny Defendant's motion to dismiss in its entirety. Jones has sufficiently alleged claims for breach of contract, fraud, negligence, negligent misrepresentation, breach of express warranty, breach of implied warranty of merchantability, violation of the District of Columbia Protection Procedures Act and strict liability.

A. Jones States a Valid Claim for Breach of Contract

In order to state a claim for breach of contract, the plaintiff need only set forth a short and plain statement of her claim. FED. R. CIV. P. 8(a). She is not required to establish those elements at the outset of the litigation and in advance of discovery. Because Jones's Complaint satisfies the notice pleading standard of Rule 8(a), it is more than sufficient. In order to successfully state a claim for breach of contract, Jones was required to allege "(1) a valid contract between the parties; (2) an obligation or duty arising out of the contract; (3) a breach of that duty; (4) damages caused by the breach." The Complaint includes each required allegation. *Paulin v. George Washington Univ. Sch. of Med. & Health Scis., 878 F. Supp. 2d 241, 246 (D.D.C. 2012) (citations omitted); Tsintolas Realty Co. v. Mendez, 984 A.2d 181, 187 (D.C. 2009) (citation omitted).* The parties clearly had a valid contract.[1] The contract was for the construction of a new home. The plumbing was installed by the Defendant as part of its construction of the home. Three months after they moved into the house, the plumbing failed. Leaks appeared from February 2017 and continue to the present day. The plumbing issues caused the development of toxic mold

[1] Exhibit 1: District of Columbia Purchase Agreement; Exhibit 2: Warranty Manual

throughout the property.[2] In spite of repeated opportunities to cure this defect[3], the plumbing issues persisted for over two years. The family suffered the negative health effects of mold exposure. The two young daughters, Riley and Karter, had specific medical diagnoses linking their symptoms to mold exposure.[4] Mrs. Jones also became pregnant with her third child, Michael, while the family lived in the subject property. Mrs. Jones was repeatedly hospitalized during this pregnancy and Michael was born severely premature.[5]

B. Jones States a Valid Claim for Fraud

Rule 9(b) requires that, "[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake." Fed. R. Civ. P. 9(b). A pleading is sufficient under Rule 9(b) "if it identifies the circumstances constituting fraud so that a defendant can prepare an adequate answer from the allegations." *Moore v. Kayport Package Express*, 885 F.2d 531, 540 (9th Cir. 1989). "Under District of Columbia law, an allegation of fraud must include the following essential elements: "(1) a false representation, (2) concerning a material fact, (3) made with knowledge of its falsity, (4) with the intent to deceive, and (5) upon which reliance is placed." *Acosta Orellana v. CropLife Intern*, 711 F. Supp. 2d 81, 96 (D.D.C. 2010) (citing *In re Estate of McKenney*, 953 A.2d 336, 341 (D.C. 2008)). *Busby*, 772 F. Supp. 2d at 275 (*quoting Fort Lincoln Civic Ass'n, Inc. v. Fort Lincoln New Town Corp., 944 A.2d 1055, 1074 n.22 (D.C. 2008)*. "A claim for fraud may be founded on a false representation or a willful omission." *Cordoba Initiative Corp. v. Deak, Civil Action No. 11-1541 (RWR),* 2012 WL 5285132, at *2 (D.D.C. Oct. 26, 2012) (citing *McWilliams Ballard, Inc. v. Broadway Mgmt. Co*.,

[2] Exhibit 10:Mold Remediation Estimate; Exhibit 11: Mold Remediation Company License; Exhibit 13: Mold Lab Report 1; Exhibit 14: Mold Lab Report 2.
[3] Exhibit 8: text messages between Plaintiff and Defendant's agents.
[4] Exhibit 3: Medical Records (Riley); Exhibit 4: Medical records (Karter)
[5] Exhibits 5, 6 and 7: Medical records for T. Jones and Michael Kundera

636 F. Supp. 2d 1, 5 (D.D.C. 2009). In this Circuit, the circumstances that the claimant must plead with particularity include matters such as the "time, place, and content of the false misrepresentations, the fact misrepresented and what was retained or given up as a consequence of the fraud," as well as the "identity [of the] individuals allegedly involved in the fraud." *United States ex rel. Williams v. Martin-Baker Aircraft Co*., 389 F.3d 1251, 1256 (D.C. Cir. 2004) (citations omitted). To prevail on such a claim, "the plaintiff must also have suffered some injury as a consequence of her reliance on the misrepresentation." *Chedick v. Nash*, 151 F.3d 1077, 1081 (D.C. Cir. 1998) (citation omitted). Indeed, "[f]raud is never presumed and must be particularly pleaded … [The pleader] must allege such facts as will reveal the existence of all the requisite elements of fraud." *Bennett v. Kiggins*, 377 A.2d 57, 59-60 (D.C. 1977).

Jones' Complaint presents detailed allegations which are more than sufficient to satisfy the requirements of Rule 9(b). The Complaint does not make "mere conclusory allegations" of deceptive conduct. Instead, it provides a detailed breakdown of the misconduct. From July 6, 2016 to September 12, 2016, Defendant NVR, Inc., built the Jones house in a manner which it knew contained structural and design defects. These defects were discovered by a private contractor hired by Jones to inspect the property.[6] According to this contractor, the house would have never passed inspection if it had been inspected by anyone other NVR itself. Not only the manner of construction, but the building materials used were also discovered to be sub par. Defendant was the sole company which built the subject property. When construction was completed, Defendant performed the inspection of its own work, rather than hiring an unaffiliated third party so as to conceal its own shoddy workmanship and thereby "pass

[6] Exhibit 12: Structural Defects Repair Estimate

inspection.[7]

C. Jones States a Valid Claim for Negligence

"A uniform standard of care applies in actions for negligence: reasonable care under the circumstances." *O'Neil v. Bergan*, 452 A.2d 337, 341 (D.C. 1982). Federal Rule of Civil Procedure 8(a) provides that "a claim for relief must contain . . . a short and plain statement of the claim showing that the pleader is entitled to relief." Because a uniform standard of care applies in actions for negligence in the District of Columbia, a plain reading of the requirements of Rule 8 produces the conclusion that Jones need not engage in a formal recitation of the elements for negligence in order to properly plead a plausible claim for relief. See *Smith v. Carnival Corp.*, 584 F. Supp. 2d 1343, 1352 (S.D. Fla. 2008). As the builder, Defendant had a duty to build a structurally sound and safe home for Jones. The Jones house was three months old when Plaintiff encountered faulty plumbing and toxic mold. Defendant breached its duty to Plaintiff by failing to provide the product (i.e. a structural safe and sound house) which Plaintiff paid for. Plaintiff sustained injuries in the form of exposure to toxic mold as a result of Defendant's failure to perform.

D. Jones States a Valid Claim for Negligent Misrepresentation

A plaintiff alleging negligent misrepresentation must show (1) that the defendant made a false statement or omitted a fact that he had a duty to disclose; (2) that it involved a material issue; and (3) that the plaintiff reasonably relied upon the false statement or omission to her detriment." *Sundberg v. TTR Realty, L.L.C.,* 109 A.3d 1123, 1131 (D.C. 2015) (citation omitted); *Ponder v. Chase Home Fin., LLC, 865 F. Supp. 2d 13, 20 (D.D.C. 2012) (citing Hall v.*

[7] Exhibit 9: House Photos

Ford Enterprises, Ltd., 445 A.2d 610, 612 (D.C. 1982)). On September 12, 2016, NVR informed Mrs. Jones that construction of her new home was complete. Mrs. Jones moved her young family into the house because she relied on NVR's implicit representation that the house was safe and ready for occupancy.

E. Jones States a Valid Claim for Breach of Express Warranty

In order to sufficiently plead breach of express warranty, a plaintiff must establish that (a) the defendant made an express warranty as to the safety of the product, (b) that the defendant breached the warranty, and (c) that this breach was the proximate cause of the plaintiff's injuries. D.C. Stand. Civ. Jury Instr. 23.06 (LexisNexis 2008); *Tsintolas Realty Co. v. Mendez,* 984 A.2d 181, 187 (D.C.2009). NVR is in breach of the "Sales Contract and Public Offering Statement"[8] and, specifically, of its express limited warranties[9]. NVR failed to accept responsibility for necessary repairs, in breach of the express limited warranty in the Purchase Agreement. The damages described in this Complaint were structural defects within the meaning of the limited warranty. NVR's One Year Limited Warranty on the Basic Home provides that the home will be free from defects in materials and workmanship for one year from the warranty date (i.e. the move-in date). "Builder warrants that the Home and driveway, walkways, steps, patios, porches, fences (if any) and decks (if any) supplied by Builder with the Home under the same purchase agreement will be free from defects in materials and workmanship of the original construction for a period of one (1) year from the Warranty Date."[10] Plaintiff moved into the property on November 3, 2016 and notified Defendant of leaks on February 17, 2017, well within the one-year warranty period.

[8] Exhibit 1.
[9] Exhibit 2.
[10] Exhibit 2: Warranty Manual.

NVR also violated its two-year limited warranty for mechanical systems. "Builder warrants that the installation of the plumbing, electrical, and HVAC systems will be free from defects in workmanship of the original installation which appear at any time within two (2) years after the Warranty Date."[11] NVR also violated its ten-year warranty against structural defects. "Builder warrants that the Home will be free from major structural defects in the materials or workmanship of the original construction which appear any time within ten (10) years after the Warranty Date, and which significantly affect the load-bearing functions of the Home or otherwise render it unsuitable for residential purposes."[12] Despite notice of plumbing defects, NVR failed to timely enforce its own express warranties.

F. Jones States a Valid Claim for Breach of Implied Warranty of Merchantability

In order to recover under a common law tort cause of action for breach of implied warranty, a plaintiff must establish that the product was defective (in that it is not reasonably fit for its intended usage or not of "merchantable quality") and that as a result of the defect, the product caused injury to the plaintiff. See *Payne v. Soft Sheen Prods*., 486 A.2d 712, 720 (D.C. 1985). A warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. Goods delivered under an agreement made by a merchant in a given line of trade must be of a quality comparable to that generally acceptable in that line of trade under the description or other designation of the goods used in the agreement. D.C. Code §28:2-314. NVR is a merchant with respect to newly-constructed homes. Therefore, it is liable under an implied warranty of merchantability for the properties which it builds and sells.

[11] Exhibit 2:Warranty Manual.
[12] Exhibit 2: Warranty Manual.

G. Jones States a Valid Claim for Violation of District of Columbia Consumer Protection Procedures Act

The purpose of the DCCPPA, in part, is to "assure that a just mechanism exists to remedy all improper trade practices and deter the continuing use of such practices." D.C. Code § 28-3901(b)(1). NVR violated the D.C. Consumer Protection Procedures Act. A violation of D.C. Code § 28–3904(a) involves a "represent[ation] that goods or services have characteristics or qualities that they do not have." A violation of D.C. Code § 28–3904(d) involves a "represent[ation] that goods or services are of a particular standard, quality, grade, style, or model, if in fact they are of another." Violations of D.C. Code § 28–3904(e) and (f) involve a "misrepresent[ation] as to a material fact which has a tendency to mislead" and the "fail[ure] to state a material fact if such failure tends to mislead. NVR also violated D.C. Code § 28–3904 (r)(5). NVR sold a new house and warranted that it was structurally sound and had been built with good materials and workmanship. In fact, that was not the case. The contract between the parties was an adhesion contract which took advantage of Mrs. Jones' ignorance. It required the buyer (Mrs. Jones) to waive every conceivable right she has to seek redress of the wrongs she suffered. For example, the contract requires her to waive implied warranties as well as use of the "discovery rule". It also shortened the statute of limitations to one year and required arbitration of any disputes.[13]

H. Jones States a Valid Claim for Strict Liability

In order to succeed on a claim for strict liability, a plaintiff must prove that (a) the seller

[13] Exhibit 1.

was engaged in the business of selling the product that caused the harm; (b) the product was sold in a defective condition unreasonably dangerous to the consumer or user; (c) the product was one that the seller expected to and did reach the plaintiff consumer or user without any substantial change from the condition in which it was sold; and (d) the defect was a direct and proximate cause of the plaintiff's injuries. See *Warner Fruehauf Trailer Co. v. Boston*, 654 A.2d 1272, 1274 (D.C. 1995). In order to prove that a product was defective, a plaintiff must prove that the product (a) had a manufacturing defect, (b) an absence of sufficient warnings or instructions, or (c) an unsafe design. Id. at 459–60 *(quoting Warner Fruehauf Trailer Co. v. Boston,* 654 A.2d 1272, 1274 (D.C.1995)*).* NVR is a merchant engaged in the practice of building and selling residential property. NVR was the builder and seller of the subject property. The property had structural and plumbing defects which resulted in injuries to the health of the Jones family.

CONCLUSION

For the foregoing reasons, the Court should deny Defendant's Motion to Dismiss Plaintiff's Complaint.

Date: March 4, 2020

Respectfully submitted,
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Certificate of Service

I, Pamela McLean, certify that the foregoing Memorandum of Points and Authorities has been served electronically upon all parties of record on this 4th day of March 2020.

/s/Pamela McLean

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff, *

*

v. * **Civil Case No. 1:20-cv-00453 (CKK)**

*

NVR, INC. *

Defendant.

Order

Upon consideration of Defendant NVR, Inc.'s Motion to Dismiss Complaint, the entire record and all responses thereto, it is

this _____ day of _____, 2020,

hereby **ORDERED**

that Defendant's Motion is **DENIED.**

SO ORDERED.

Dated: _____

_____

THE HONORABLE COLLEEN KOLLAR-KOTELLY
United States District Court for the District of Columbia

copies to:

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Ryan Homeowner's Manual

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Manager's Message

The information in this booklet is presented to help you in selecting and maintaining your new home. The purchase of a new home may be the biggest single expenditure you will make in your lifetime. We intend that it be a happy and satisfying experience for your family. We encourage you to ask questions about anything that you don't completely understand.

In the first section of this booklet, we describe the process of viewing models, selecting options, signing the purchase agreement, obtaining a mortgage, reviewing the completed home closing, and moving into your new home. It is important that you understand this process so that you get the product that you are expecting.

The next portion of this guide deals with the maintenance of your home so that you may obtain maximum enjoyment from it. We stress that a good home does require maintenance. From the day you move in, your home will undergo wear and tear like any other product which is subject to use. However, if the instructions in this guide are carefully followed, you should be able to prevent many issues and take care of most of the maintenance with only occasional reliance on professional service personnel over the years you live in your home.

In most locations, the construction of each home includes our Standard Energy Package (S.E.P.). This construction process has evolved over several years and several thousand homes. The intent of the S.E.P. construction process is to give you a well-insulated home and to reduce air infiltration, a significant detail that most builders overlook.

In the final pages of this booklet, you will find our homeowners limited warranty. Please read it thoroughly and make certain you understand it before you execute a purchase agreement.

A very high percentage of our customers come from the recommendation of our current homeowners. We look forward to serving you and hope that you will be so enthusiastic about your home that you in turn will recommend us to others.

Selecting Your Home

Seeing the Models

Our Homebuilding Operations build different types of homes in a number of geographically separated communities. The locations of these communities are selected in order to provide you with a choice of educational systems, convenient shopping, easy access to transportation and a variety of price ranges. Our models let you see different architectural designs, floor plans, exterior color combinations and material usages. Because of our wide variety of options, all available options cannot be shown on one model. If you don't see a type of design or an option in which you are interested, ask if it is available. For various reasons options on a home may vary from community to community and from home to home.

Color Coordinated Exterior Schemes

In most locations, we have a color selection guide from which you may select the exterior colors of your home. The guide has been carefully planned by professional designers to create the most pleasing blend of coordinated exterior color schemes. The result is a more beautiful home for you and a more attractive neighborhood, which not only protects but also enhances your investment.

Pricing of the Home and Homesite

Similar models may sell for different prices in different communities for various reasons. The cost of land, building permits, sewer and water fees and local building code requirements all have an effect on selling prices. Despite spiraling material and construction costs, the purchase price of your new home does not change after you have signed the purchase agreement and specified the options and selection sheet items you want. For pricing information see the price list published for the community in which you are interested or your Sales and Marketing Representative.

Home Setting

The location of your home on the homesite is determined by many factors. Some of them are:

1) Municipality requirements for set back, front, rear and side yards
2) Soil conditions and topography
3) House type
4) Drainage
5) Easements
6) Sewer tap elevation
7) Driveway gradient

We use both professional engineers and our Project Managers to properly "site" your home on the homesite. In some cases, governmental agencies require a detailed home location plan or a "plot plan". We must then be sure the home is situated according to that plan. Home setting is a critical issue. We have the responsibility to set your home professionally. Sometimes additional trees must be removed to correctly establish swales so that your yard drains properly.

We will build your home either "per plan" or "reverse plan". One is the mirror image of the other. The contour of the homesite itself dictates which way the home is built. This allows us to minimize the driveway slope and properly move water around the house. In all matters pertaining to home setting, we have sole discretion and responsibility. We will make every effort to set your home on the homesite so that as many trees as are practical can remain for your enjoyment.

Construction Schedule

When you sign your purchase agreement the Sales and Marketing Representative will refer to our long-range schedule and give you a tentative delivery date. Prior to the start of construction, there

are several things that are necessary for you to do. At a minimum, the selection sheet for your home must be completed, the mortgage approval must be obtained, and the balance of the down payment, as may be required by the purchase agreement, must be turned over to us.

When these items have been completed and we are in a position to start construction, the home is put on our production schedule. Construction time may vary depending on the size of the home you have purchased, the area of the country in which we are building and other circumstances. At the time we begin construction, we will inform you of the scheduled tentative delivery date and within approximately 30 days of the anticipated completion of construction, we will be in touch with you to coordinate the date of pre-settlement and closing.

The completion of your home is not entirely under our control. The delivery date may vary due to development of the community, weather, suppliers, and governmental process and procedures. Therefore, allow some time between our scheduled delivery date and the date you have to be out of your current residence.

Since you cannot move into your new home prior to final settlement, make your moving arrangements flexible. You should not establish a firm moving date until you have been informed of the exact closing date by our division office. We cannot be responsible for any interim or transition living arrangements.

Substitutions
We are faced with the responsibility of constantly and continually evaluating our home plans and making changes to improve them or to meet governmental building code requirements as they change.

Sometimes the tile, countertop or vanity coverings, paint, electrical fixtures, or other items selected by you may be unavailable when we are ready to order and use them. There are also times when there is a variation in color or composition from one tile, brick or paint, etc. to another by the same manufacturer. These variations cannot always be controlled because subsequent production runs may have small differences. Because of our desire to avoid delay in completion of your home, we may have to make minor substitutions. We will stay as close to the original selection as possible.

Major substitutions, i.e., floor tile, siding color, etc. will not be made without notifying you. In all cases, substituted items will be of similar quality.

Questions
There are literally thousands of details that are involved in the building of your home and it is impossible for us to tell you all of the things that may arise before, during and after construction. If you have any questions that you would like answered or clarified, please ask them.

Questions about construction of your home should be discussed with your Sales and Marketing Representative or the Project Manager. It may be necessary for an appointment to be scheduled. Our Project Managers are often responsible for several communities. Because of their schedule, it may take them up to 24 hours to return your call. Homes under construction contain many potential hazards. For insurance reasons, you are not allowed to visit the home while it is under construction.

New Home Orientation
During all the steps previously mentioned and until the completion of your home, your Project Manager is constantly inspecting your home. You should be aware that there are different levels of inspections from local to state to federal.

Before taking possession of your home, a New Home Orientation will be scheduled with the Project Manager who has been in charge of the construction of your home. The purpose of this meeting is to

familiarize you with the operation of all equipment, to review owner's maintenance responsibilities and to demonstrate the quality and features of your home. Any items that are not up to industry standards of workmanship will be noted for correction.

Please review kitchen cabinets, plumbing fixtures, lighting fixtures, flooring, siding, carpet and other visible items very carefully for scratches, chips or flaws, because these items will not be replaced or repaired after you have occupied the home. It must be assumed that any such damage resulted from your use of the home if not identified during the New Home Orientation.

We also ask that you pay close attention to all of the Project Manager's instructions, particularly on how to care for the kitchen cabinets, countertops, appliances, furnace, and water heater. All agreed upon items for correction will be noted on the pre-settlement form, a copy of which will be given to you. Items noted should be attended to within ten (10) business days, weather permitting. When all noted items are completed, you will be asked to sign the New Home Orientation form that the work has been completed.

Closing
Closing will take place at NVR Mortgage or another designated closing office. You will be given possession of the home following satisfactory completion of pre-settlement and closing, including transfer of funds.

You may not move your family or any of your furniture into the home before the final settlement takes place and the occupancy permit has been issued by the local municipality. You will receive the keys to your new home at your closing.

Utility Obligations
In most communities you personally must apply for activating telephone, water, electrical and (where applicable) natural gas service. In some cities, utility companies require advance notice in order to service you in the time frame you require.

Also, in some cases, deposits may be required. You are required to remove our name as of date of closing.

Service
In emergency situations (anything that may make the premises uninhabitable or cause permanent damage) you should contact directly those companies listed on the emergency phone list you received at the New Home Orientation. If you are unable to adequately take care of the problem, please call Customer Care for assistance between the hours of 7:00 a.m. and 7:00 p.m. EST during normal business days.

THE LIMITED WARRANTY PROVIDED FOR IN THIS BOOKLET INCLUDES BINDING ARBITRATION IN THE EVENT OF A DISPUTE WHICH IS NOT SETTLED BETWEEN YOU AND THE BUILDER. YOU SHOULD READ THE ARBITRATION PROCEDURES AND BE FAMILIAR WITH YOUR RIGHTS AND RESPONSIBILIITIES IN THE EVENT ARBITRATION IS USED.

Easements & Restrictive Covenants
It is very likely that easements on or adjacent to your lot have been granted to municipalities or utility companies. They typically include right-of-way areas for street, line of site, and sidewalk, as well as electric, telephone, sewer, water and gas utility lines. In some cases drainage easements have been established to control water run-off.

The easements are normally included on your plot plan, the community map, and/or the recorded plot plan. This may not always be the case, however, because easements can be created at any time. They are, however, a matter of record and can be found on file in the land records at the local Court House. Please

remember that the use of land within recorded easements is at the discretion of the municipality or utility companies. Therefore, transformers or other utility boxes may be located within these areas without our knowledge. We have paid careful attention to these easements in locating your home on the lot and in the grading of your homesite. It's important not to change any grades in your drainage easements or install any structures of a permanent nature in easement areas.

Sometimes restrictive covenants may have been recorded by the community in which your new home will be built. These covenants are designed to protect the value of your property by prohibiting, without approval, certain practices such as keeping of livestock, erecting of fences, etc. The restrictions vary from community to community. Your Sales and Marketing Representative can supply you with a copy of these restrictions for your community.

In addition, there are zoning and community regulations that apply to your community. Such regulations govern building setback lines, side yard regulations, square footage regulations, and in some cases may cover the extent and type of alterations you can make to your property. Check with your local governmental authorities if you plan to alter your home or grounds.

I. INTRODUCTION

PLEASE READ THIS CAREFULLY. The following is intended to acquaint you with our responsibilities under this Limited Warranty. If a defect that results in actual physical damage to the home occurs, the Performance Standards will be used to determine our obligation under this Limited Warranty. If a specific defect is not addressed in the Performance Standards, one of the following standards will be used to determine our obligation under this Limited Warranty:

a. Locally adopted codes; or
b. Model codes covering building, mechanical, plumbing and electrical systems (Appendix A); or
c. Codes of nearby jurisdictions; or
d. Locally accepted building practices.

Also note that coverage on certain items varies within the Warranty Period and some items rely on proper maintenance and timely notification by the Homeowner. We reserve the right to review each warranty claim individually based upon the circumstances of the claim.

Any time that warranty service is performed during the Warranty Period, such service continues to be covered within the remaining original Warranty Period; however, there is not any extension to any service item beyond the original Warranty Period.

II. NATURALLY OCCURRING GASES

A small percentage of homes in the United States experience elevated levels of radon gas and/or methane gas or other naturally occurring gases. These are naturally occurring gases which rise up and escape from the soil. This phenomenon can occur in any home, regardless of the type of home or who builds it. We claim no expertise in the measurement or reduction of these gases in homes, nor do we provide any advice to homeowners as to acceptable levels or possible health hazards of the gases. As to radon, homeowners may wish to obtain a test kit that meets the EPA protocol for measuring the level of radon gas in their homes. EPA publishes a list which provides information on EPA-approved suppliers of such test kits. Further information is available through the U.S. Environmental Protection Agency or the applicable state environmental protection office. **WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE PRESENCE OF NATURALLY OCCURRING GASES, SUCH AS RADON AND/OR METHANE, AT OR IN THE VICINITY OF THE SUBJECT PROPERTY.**

III. SOUND ATTENUATION

Although our homes meet or exceed the code requirements for sound attenuation, there remains the possibility that you will be able to hear sounds from interior and exterior sources through the windows, floors and walls. If noise is caused by a construction defect, such defect will be warranted as provided in this booklet; however, noise from whatever source cannot be excluded entirely.

IV. HOMEOWNER RESPONSIBILITIES

The home requires an active maintenance effort on the Homeowner's part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. Various regions of the country have different local maintenance issues. Some specific Homeowner responsibilities are included under specific topics in the section on Performance Standards.

The following list of page and section numbers refer to specific home maintenance items which must be performed by the Homeowner.

Page 8, Item A	Landscaping
Page 11, Item 2.2a	Surface Drainage
Page 22, Item 7.1a	Damp Proofing
Page 23, Item 7.3a	Roofs, Gutters and Downspouts
Page 27, Item 7.7a	Caulking
Page 32, Item 9.2a	Ceramic Tile
Page 43, Item 12.1a	Plumbing
Page 46, Item 13.0a	HVAC

NOTE: Damage caused or made worse by Homeowner negligence, improper maintenance, or improper operation is expressly excluded under this Limited Warranty.

A. Landscaping
To properly start your lawn, we recommend that you purchase a book on lawn and garden care. Your lawn and/or shrubs will need regular and consistent attention. After final settlement, we cannot be responsible for seeing that this work is done. Your lawn and/or shrubs will show the effort you have put forth.

If you choose to install a sprinkler system we are not responsible for site conditions, such as rock, which may affect the cost of such system.

SEEDED LAWNS:
If your contract included a lawn package, you will receive a starter yard. The most important time for your yard will be the first thirty days. Begin to water immediately to establish a moist soil condition, preferably in the morning. After this, water every day to maintain a moist soil surface for 20 to 30 days. In hot weather, disease and fungus will attack wet grass, so you must allow time for the grass to dry off before nightfall. The amount of water your lawn requires will vary depending on the type of soil you have, temperature, humidity, wind, and amount of rain.

On new grass, it is important to keep the lawn mower blade sharp, so that the grass blades are cut, rather than pulled out or torn. Minimum cutting height of 3 inches should be kept in mind. Do not rake newly seeded lawns, if possible bag or collect clippings to encourage new growth. With starter lawns there will be areas that require you to spot seed. Also, stones which surface to the top are normal and should be removed by hand.

Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The most important item your new lawn will need is water, water, and more water. The Builder's Limited Warranty does not include the replacement of seeding, or sod.

SODDED LAWNS:
Sod must be kept moist until the sod is well established (roots have grown into soil). This will usually take 3-4 weeks. After turf begins to grow, reduce watering to 2-3 times a week. Leave sprinkler in the same spot for 1 hour or until the ground is fully saturated. Then cut, water, and fertilize as you would an established lawn.

Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The most important item your new lawn will need is water, water, and more water. The Warranty does not include the replacement of seeding, or sod.

TREES AND SHRUBS:

Water every other day for the first week, then once a week if temperatures are below 85 degrees, twice a week if above 85 degrees. It is important to soak the plants, not sprinkle the top of the mulch. Watering should continue through the fall of the first year. Trees need 5 gallons of water per week, more if it is hot. Shrubs and trees will need pruning and fertilizing. Again, we recommend that you purchase a book on garden and lawn care for more detailed instructions as there are too many variables to be specific.

Trees and shrubs are not warranted by us, whether pre-existing or planted by us.

B. Homeowner Maintenance Tips

Your new home has been carefully designed and constructed to provide you and your family with a safe, comfortable home. However, in order to maintain your home in top condition, some periodic attention on your part is necessary. In this Manual, we have incorporated maintenance ideas that we hope will be helpful to you.

C. Mold

Mold is a naturally occurring fungus which is spread by microscopic spores. Homes cannot be designed to exclude the possibility of mold spores circulating within the house and the subsequent development of mold. In order to grow, mold requires both a food source (i.e. fabric, carpet, drywall, and wood, among others) and moisture. A homeowner can and should minimize moisture within the home in order to reduce or minimize mold growth. There are many possible sources of moisture within a home including, but not limited to, humidity, condensation, leaks, spills and overflows. Some or all of these sources of moisture can be prevented through good maintenance and housekeeping practices. It is important to note that if the source of moisture is not minimized within 24-48 hours, that it can prove to be the basis upon which mold may develop.

In light of the above, a homeowner has a continuing obligation to minimize the potential for mold growth and minimize mold when and if it develops. This can be affected by some or all of the following:

1. Regular vacuuming and cleaning of the house, following manufacturer's recommendations for specific products.
2. The use of exhaust fans, the air conditioner and taking other steps to evaporate or facilitate the evaporation of moisture during seasons of high humidity, such as late spring, summer and early fall, to minimize the humidity within the home. If the home has a humidifier, make sure it is turned off during these seasons.
3. Inspection for leaks on a regular basis within the house and, in that regard, looking for wet spots, discoloration, musty odors and any visible signs of mold. Particular care should be given to the inspection of condensation pans in refrigerators and air conditioners. All leaks should be repaired promptly.
4. Any spills, puddles or other sources of moisture should be cleaned up and dried as soon as possible. Under no circumstances should water be allowed to pool or stand in your home. Any materials that cannot be thoroughly dried, including drywall, insulation, padding or carpeting, should be replaced promptly.
5. Use of exhaust fans while cooking or using shower.

If, notwithstanding all of these preventive measures, mold should develop, the affected area should be cleaned with proper cleaning solutions. Materials that cannot be cleaned effectively should be discarded. If the mold growth is severe, the services of a professional cleaner should be utilized.

As your builder, we should only be contacted where the source of moisture is a direct result of a

building defect or mechanical problem within the applicable warranty period. Such notification must be given within 24 hours in order to minimize the possibility that the source of moisture will lead to mold development. We will not be responsible for any damages caused by mold or by any other agent arising from or connected with the mold for property damage, personal injury, emotional distress, death or adverse health effects.

D. Ice Damming

During prolonged severe winter weather conditions, ice and snow build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze.

It is important to check the gutters in the spring and fall, since the most serious damage to your home will result in the winter if gutters and downspouts are obstructed. It is the Homeowner's responsibility to keep gutters and downspouts clear of tree limbs, leaves, balls and other obstructions which can stop the downspout from functioning properly.

In the winter, ice build-up at gutters can pull gutters loose from the home. Ice build-up can also cause water to back up under the shingles and leak into the home. The installation of gutter guards may aggravate ice damming problems. Also, we will not remove ice damming from the roof. You may want to discuss coverage for this kind of possible damage with your insurance agent when selecting a homeowner's insurance policy.

V. PERFORMANCE STANDARDS

A. ONE YEAR WARRANTY ITEMS

1.0 GENERAL DATA
Coverage: 1st Year Only As Stated
Area: Workmanship & Materials as stated

The Performance Standards list specific items (defects) within each separate area of coverage. The first section covers Workmanship and Materials; the second section covers Systems. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

a. Service & Maintenance Tips

b. Standards

1. Possible Condition
Brief statement, in simple terms, of problems that may be encountered.

Performance Standard
A performance standard relating to a specific deficiency.

Responsibility
A statement of the corrective action required of the Builder to repair the condition or a statement of the Homeowner's maintenance responsibilities.

2.0 SITEWORK

Coverage: 1st Year Only
Area: Workmanship & Materials

2.1 Sub-Surface Drainage Materials

a. Service & Maintenance Tips

We have damp-proofed the outside of the foundation below grade with a high-quality damp-proofing material. In most locations, we have installed interior and/or exterior perimeter drainage to redirect any water that may accumulate at the base of the foundation. It is important that you keep the ends of these drain relief pipes clear, so that the water flowing from around the foundation is not blocked. We have established the grade around the outside of the home to carry the water away from your home. (See "Landscaping")

Your sump pump (if your home is equipped with one) should be checked periodically, and if there is a float, check to see that it is operating freely. The sump crock should be flushed periodically to keep sediment from building up. For ease of operation, use silicone spray on the float and other moving parts. Power outages will affect the operation of the sump pump. Battery back-ups are available at local retail stores.

2.2 Surface Drainage

a. Service & Maintenance Tips

Proper grading is essential to provide and maintain a dry basement. We have provided proper drainage around your home in general conformance with the approved site plan as determined by local requirements. In some cases, the addition of swales and mounding around the outside of the foundation wall may have been necessary. It is important that the established grades be maintained, and the swales remain clear, so that surface water may flow away from your home. Gutters, downspouts, and splash blocks should be kept unobstructed and maintained to divert water away from the foundation.

Within the first year, we will provide on a one-time basis, labor and material to fill any settled areas to include water, electric, sewer and gas lines.

We will replace or put back landscaping (sod, seed or bushes) which is disturbed by the filling activities but we do not warrant or guaranty such replaced landscaping. In addition, the grass or sod may not match the existing yard.

b. Standards

1. Possible Condition

Settling of ground around foundation, utility trenches or other areas.

Performance Standard

Settling of ground around foundation walls, utility trenches or other filled areas should not interfere with water drainage from the home.

Responsibility

If we are required to provide final grading, we will fill settled areas affecting proper drainage, one time only during the first year. We are responsible for removal and replacement of shrubs and other landscaping installed by us affected by placement of the

fill. Grassed or landscaped areas which are disturbed during repair work will be restored. We are to restore, grade, seed, and landscape to meet proper conditions. Landscaping added by the Homeowner is not our responsibility for movement, maintenance, or replacement.

2. Possible Condition
Improper drainage of the site.

Performance Standard
The necessary grades and swales shall have been established by us to insure proper drainage away from the home. Standing or ponding water shall not remain for more than 48 hours in the immediate area after a rain; except in swales which drain other areas. The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

Responsibility
We are responsible only for initially establishing the proper grades and swales in the areas disturbed by construction. The Homeowner is responsible for maintaining such grades and swales once they have been properly established by us.

NOTE: Ponding Water shall be defined as visible surface water standing in low points in the yard, (not identified as permanent erosion control measures) generally 24 hours after cessation of a hard rain, and more than 48 hours in swales and other drainage areas identified on the site plan.

Certain government restrictions, such as the Chesapeake Bay Act, the Clean Air Act, and local environmental protection guidelines, may prohibit us from entering onto undisturbed areas of the lot, therefore the areas must remain in their natural state regardless of providing otherwise positive drainage.

Ponding or drainage caused by clearing, grubbing, raking, etc., by the Homeowner or neighboring homeowners is not our responsibility.

3.0 CONCRETE & ASPHALT
Coverage: 1st Year Only
Area: Workmanship & Materials

3.1 Impervious Concrete & Asphalt Porches, Steps, and Driveways *(refer to 3.2 for Pervious Concrete & Asphalt)*

a. Service & Maintenance Tips
Most exterior concrete cracking is caused by frost or uneven sub-grade settlement at sewers, drains, and utility line crossings. Minor cracks are a normal expectation and are best left alone. If cracks exceeding established performance standards occur, we will inspect them.

Salt and other de-icing chemicals used to melt snow and ice cause pitting and discoloration of the concrete. Even if you do not use salt, it can be tracked on to concrete surfaces from the street on feet or tires. In order to protect concrete from surface deterioration, we recommend the application of a concrete sealant available at most hardware or masonry supply houses which will help retard the deterioration of concrete surfaces.

Low spots in concrete drives are normal and can be broom swept after rain.
For asphalt drives, we suggest that you apply a driveway sealer to help improve the durability and appearance of the driveway. Sealers should be applied every three (3) years. Asphalt driveways may be damaged by gasoline or oil spills or by sharp items, such as outdoor furniture legs, bicycle kickstands, etc. Vehicles parked in one position over a long period of time may cause wheel depressions. Similar damage may also be made by turning the wheels of an automobile while it is standing still during hot weather.

On asphalt drives, we will patch/fill sunken spots due to settlement of 2 inches or greater on a one-time basis during the first year of occupancy. We will not resurface the entire driveway because of sunken spots. Areas which are patched or filled may not match the existing driveway.

On a stone driveway, we will supply extra stone for sunken sewer line areas only in the first year after closing. We will not refill ruts resulting from the use of vehicles.

On driveways and garage slabs where Fiber-Mesh concrete is used, fibers may be seen on the surface of the concrete. This is an acceptable condition and we will take no action.

b. Standards

1. Possible Condition
Pitting, scaling or spalling of concrete work.

Performance Standard
Concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions or weathering and use. However, surface spalling may occur during exceptionally cold conditions due to moisture saturation and freezing.

Responsibility
We will repair or replace defective concrete surfaces. We are not responsible for deterioration caused by salt, chemicals, implements used, and other factors beyond our control, including moisture saturation and freezing due to exceptional cold weather. Where a repair is made to the concrete surface, color and finish of the repaired area may not match the adjacent surface.

2. Possible Condition
Cracking, settling, or heaving of stoops, steps, nonstructural patios, driveways, and leadwalks.

Performance Standard
Stoops, steps, driveways and leadwalks are not to settle or heave permanently in excess of one inch in relation to the house structure. Cracks in steps and driveways which exceed 1/4 inch in displacement between sections will be replaced. A separation of up to 1/2 inch is permitted where the stoop or steps abut the house or where an expansion joint has been installed.

Responsibility
We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

3. **Possible Condition**
   Surface cracks.

   Performance Standard
   Surface cracks in driveways and leadwalks no greater than 1/4 inch in displacement and/or separation.

   Responsibility
   We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

4. **Possible Condition**
   Standing water on stoops.

   Performance Standard
   Water should drain from outdoor stoops and steps. However, it is acceptable for some water to stand as it dissipates.

   Responsibility
   We will repair or replace concrete (at our option) to assure drainage of steps and stoops. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

5. **Possible Condition**
   Cracks in structurally attached patios with footing or foundation systems.

   Performance Standard
   Cracks in excess of 1/4 inch in width or 1/4 inch in vertical displacement are considered excessive and unacceptable in structurally attached patios.

   Responsibility
   We will repair as required. Where cracks are caused by settlement or improper installation, we will replace that portion which has settled. Matching the color and finish of the adjacent surfaces cannot be expected.

6. **Possible Condition**
   Stains on concrete caused by curing/sealing agents, lawn fertilizer or other chemicals.

   Performance Standard
   These products can stain concrete, but usually fade with exposure to sunlight and weather.

   Responsibility
   None.

3.2 Pervious Concrete & Asphalt Leadwalks and Driveways *(refer to 3.1 for Impervious Concrete & Asphalt)*

a. Service & Maintenance Tips

Most exterior concrete cracking is caused by uneven sub-grade settlement at sewers, drains, and utility line crossings. Minor cracks are a normal expectation and are best left alone. If cracks exceeding established performance standards occur, we will inspect them.

Salt and other de-icing chemicals used to melt snow and ice cause pitting and discoloration of the concrete. Any damage due to use of these products will not be covered under the warranty. Even if you do not use salt, it can be tracked on to concrete surfaces from the street on feet or tires.

Low spots in concrete drives are normal, and as water drains through the driveway and leadwalks during the rain there should not be any water standing in low spots unless the system has become clogged. As regular maintenance, debris such as leaves or mulch should be removed from the driveway surface and shop vacuumed regularly.

Concrete and asphalt driveways may be damaged by gasoline or oil spills or by sharp items, such as outdoor furniture legs, bicycle kickstands, etc. Vehicles parked in one position over a long period of time may cause wheel depressions. Similar damage may also be made by turning the wheels of an automobile while it is parked.

On drives, we will patch/fill sunken spots due to settlement of 2 inches or greater on a one-time basis during the first year of occupancy. We will not resurface the entire driveway because of sunken spots. Areas which are patched or filled may not match the existing driveway.

b. Standards

1. **Possible Condition**
   Pitting, scaling or spalling of concrete work.

   Performance Standard
   Concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions or weathering and use.

   Responsibility
   We will repair or replace defective concrete surfaces. We are not responsible for deterioration caused by salt, chemicals, implements used, and other factors beyond our control. Where a repair is made to the concrete surface, color and finish of the repaired area may not match the adjacent surface.

2. **Possible Condition**
   Cracking, settling, or heaving of driveways, and leadwalks.

   Performance Standard
   Driveways and leadwalks are not to settle or heave permanently in excess of one inch in relation to the house structure. Cracks in driveways which exceed 1/4 inch in displacement between sections will be replaced. A separation of up to 1/2 inch is permitted where an expansion joint has been installed.

Responsibility
We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

3. **Possible Condition**
Surface cracks.

Performance Standard
Surface cracks in driveways and leadwalks no greater than 1/4 inch in displacement and/or separation.

Responsibility
We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

4. **Possible Condition**
Stains on concrete caused by lawn fertilizer or other chemicals.

Performance Standard
These products can stain concrete, but usually fade with exposure to sunlight and weather.

Responsibility
None.

5. **Possible Condition**
Water is not draining on walks or driveway.

Performance Standard
Drainage system may be clogged, and should be cleared using a shop vacuum as a part of regular maintenance of the driveway and leadwalks.

Responsibility
None.

3.3 Foundation Walls

a. Service & Maintenance Tips

Our homes have either poured concrete or concrete block foundations.

The foundation walls are subject to a wide variety of stresses and strains. The base of the wall, being in the ground, maintains a fairly constant temperature; while the top portion extending out of the ground is subject to extreme temperature changes from summer heat to winter cold causing concrete and masonry to expand and contract.

The soil on which the foundation rests may settle slightly creating stress. Don't be alarmed if you see cracks in your foundation walls. Minor cracks normally require no action. If a large crack appears, please contact Customer Care and we will inspect it.

For additional information on foundation care see the sections on grading and

waterproofing.

b. Standards

1. Possible Condition
Basement or foundation wall cracks.

Performance Standard
Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width are to be repaired.

Responsibility
We will repair cracks in excess of 1/8 inch width by pointing, patching or other methods we determine.

3.4 Basement and Garage Floors

a. Service & Maintenance Tips
Concrete will contract and expand due to changing temperatures. Cracks are normal and are best left alone. Because of the nature of the concrete materials, some minor low spots may occur on your basement floor. Therefore, some sections of the floor may have to be broom swept to remove water during cleaning. Cracks or low spots will not affect the overall strength of the floor. Color variation of concrete is normal. Color will become more uniform with age.

Occasionally, basement floors will collect water as a result of condensation of warm, moist air on the cold basement floor. For an explanation of this condition, see “Condensation”. Mildew may also result from this condition. You should be selective about what you store on a basement floor. Items that are susceptible to moisture should not be stored on concrete floors. Also, dehumidifiers can help maintain moisture at the desired level.

b. Standards

1. Possible Condition
Separation or movement of concrete slabs within the structure at joints.

Performance Standard
Concrete slabs within the structure are designed to move at joints.

Responsibility
None

2. Possible Condition
Cracking of basement floor and house slab.

Performance Standard
Minor cracks in concrete basement floors are normal. Cracks which exceed 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility
We will repair cracks exceeding maximum tolerances by surface patching or other methods as we determine.

3. **Possible Condition**
Cracking of slab in attached garage.

Performance Standard
Cracks in garage slabs in excess of 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility
We will repair cracks exceeding maximum tolerances by surface patching or other methods as determined by us.

4. **Possible Condition**
Uneven concrete floors/slabs.

Performance Standard
Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.

Responsibility
We will correct or repair to meet the performance standard. When applicable, surface patching is an accepted method of repair. We will re-install or replace any finish flooring materials originally provided by us as necessary.

5. **Possible Condition**
Cracks in concrete slab-on-grade floors with vinyl “sheet goods” finish flooring.

Performance Standard
Cracks which rupture the finish flooring material shall be repaired.

Responsibility
We will repair cracks, as necessary, so as not to be readily apparent when the finished flooring material is in place. We will, at our option, repair, reinstall, or replace any finished flooring materials originally provided by us as necessary. We do not guarantee color matches of repaired floors due to die lots, age and normal wear and tear.

3.5 Welded Exits and Areaways

a. Service and Maintenance Tips

Welded exits or area drains must be kept clear of debris and periodically cleared to avoid water migration into the basement.

If your home is equipped with a sump pump, the welded exit will be connected to the floor crock. (See additional information regarding sump pumps in Section 2.1a.)

b. Standards

1. **Possible Condition**
Welded exit floods

Performance Standard
Welded exit should not flood if kept clear of debris

Responsibility
We are not responsible for flooding if the welled exit is not kept clear of debris

4.0 MASONRY

Coverage: 1st Year Only
Area: Workmanship & Materials

4.1 Foundation Walls

a. Service & Maintenance Tips
Whether surface parged and painted block or concrete, the grade adjacent to foundation walls has a tendency to settle and expose some portion of the wall. (See Surface Drainage)

b. Standards

1. Possible Condition
Basement or foundation wall cracks.

Performance Standard
Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility
We will repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first year of the warranty period.

4.2 Brick Veneer

a. Service & Maintenance Tips
The brick selected for your home has been professionally color coordinated with your exterior siding package to provide a visually pleasing exterior scheme as integrated with your surrounding neighborhood.

Please refrain from planting ground cover or ivy which could creep up the foundation wall, and as a result, dilute the strength of the mortar. We cannot be held responsible for the appearance of cracks resulting from vegetation, efflorescence (i.e., a white film which forms on brick in cold weather and disappears as warm weather returns) or other Homeowner maintenance items.

b. Standards

1. Possible Condition
Cracks in masonry walls, veneer, brick steps, or stoops.

Performance Standard
Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/8 inch in width are considered excessive.

Responsibility
We will repair cracks in excess of performance standard by pointing or patching. We will not be responsible for color variation between old and new mortar. These repairs should be made toward the end of the first year warranty period to permit the home to stabilize and

for normal settlement to occur.

5.0 METALS

Coverage: 1st Year Only
Area: Workmanship & Materials

5.1 Porch/Areaway Rails

a. Service & Maintenance Tips

Ornamental iron rails, due to their location, are often exposed to severe climate conditions which can cause rusting. Inspection of railings should be made annually (in the Spring) to identify potential rust problems and repair as part of a normal maintenance schedule.

Extended periods of rust on these rails, when left untended, often lead to unsightly rust wash/drip down on concrete and masonry surfaces.

b. Standards

1. Possible Condition

Rust shows through exterior areaway or porch rails.

Performance Standard

No rust should be visible at the final service inspection.

Responsibility

We will spot sand unacceptable rust areas only, seal with red oxide metal primer, and paint to match one time only during the first year warranty period. Rust stains are not covered by this Warranty beyond that stated above.

6.0 WOOD & PLASTICS

Coverage: 1st Year Only
Area: Workmanship & Materials

6.1 Rough Carpentry

a. Service & Maintenance Tips

Like other building materials, wood is affected by heat and cold. It may contract or expand with weather changes. It may shrink under extreme dryness or swell under extreme humidity.

Your new home has been built with top quality lumber, which has been dried in a kiln to help restrict the wood's movement. However, some shrinkage and swelling is unavoidable. The areas that are primarily affected by lumber movement will be floors, ceilings, moldings, doors, baseboards, resilient floors, hardwood, ceramic tile, and drywall (see Section 9.4 for warranty coverage for resilient floors).

b. Standards

1. Possible Condition

Floor squeak or subfloor appears loose.

Performance Standard
Floor squeak and loose subfloor are often temporary conditions common to new home construction, and a squeak-proof floor cannot be guaranteed.

Responsibility
We will correct the problem if caused by faulty construction within reasonable repair capability. The method of corrective action to be taken shall be at our discretion.

Where necessary, we will remove the finished floor materials to make the repair and reinstall or replace if damaged.

2. **Possible Condition**
Wood floor is uneven.

Performance Standard
Floors shall not have more than a 1/4 inch ridge or depression within any 32 inch measurement. Allowable floor and ceiling deflections are governed by the local building codes.

Responsibility
We will correct or repair to meet performance standard.

3. **Possible Condition**
Wood floor is out of level.

Performance Standard
No point on the surface of a wood floor shall be more than ½ inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions.

Responsibility
We will make the necessary modifications to any floor which does not comply with the performance standard for levelness. Allowances should be made for shrinkage, cantilevers and concentrated loads. Excessive loads added by the Homeowner are not our responsibility and will not be covered under the Performance Standard.

4. **Possible Condition**
Bowed walls or ceilings.

Performance Standard
All interior and exterior walls have slight variations on their finished surfaces. Bowing of walls should not be visible so as to detract from the finished surfaces. Walls or ceilings bowed more than 1/4 inch within any 32 inch horizontal or vertical measurement is a deficiency.

Responsibility
We will repair the bowed area to meet performance standard.

5. **Possible Condition**
Out of plumb walls.

Performance Standard
Walls should not be more than 1/4 inch out of plumb for any 32 inch vertical measurement.

Responsibility
We will repair the area to meet performance standard.

6. **Possible Condition**
Floor deflection,
vibration.

Performance Standard
With drywall construction, the allowable floor vibration deflection is 1/240th of the clear span between bearing points - or slightly more than 5/8 inch on a twelve (12) foot clear span.

NOTE: Floor deflection due to vibration occurs as live loads (people) move about over a wood framed floor; and some floor movement will occur.

Responsibility
None.

6.2 Trim Carpentry

a. Service & Maintenance Tips

Possible consequences of wood shrinkage and swelling due to the settlement of the home may be seen in slight cracks around doorways or windows and nail pops around baseboards and on outside corners.

b. Standards

1. **Possible Condition**
Separation of wood joints of interior
trim.

Performance Standard
Joints in moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.

Responsibility
We will repair separated joints, as defined, one time only during the first year. Caulking defective joints is an acceptable practice.

7.0 THERMAL & MOISTURE PROTECTION

Coverage: 1st Year Only
Area: Workmanship & Materials

7.1 Damp Proofing

a. Service & Maintenance Tips

Your basement is protected against leakage (leakage is defined as: actual trickling of water through the walls and onto the basement floor or seeping through the floor) for a period of one

year. Leaks caused by changes in the landscaping installed by the Homeowner, or failure of the Homeowner to maintain proper grades are not covered by this Warranty.

We suggest that you avoid planting shrubbery too close to the foundation. Soil in shrub beds should be packed and banked so that the water will drain away from your home.

b. Standards

1. Possible Condition
Leaks in basement or in foundation/crawl space.

Performance Standard
Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency. Ground water is a naturally occurring phenomenon which may fluctuate during certain seasons and weather conditions. In crawl space construction, we install a positive drain through the foundation or into a sump crock to help evacuate the collection of the water within the crawl space. We also install a polyethylene vapor barrier over the ground to help prevent the development of excessive humidity in the crawl space.

Responsibility
We will take such action as necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of action or Homeowner negligence. Conditions contributing to water penetration will be repaired. It is the Homeowner's responsibility to maintain the systems installed in the home to minimize water infiltration. The Homeowner should periodically inspect the positive drain in the crawl space for obstructions, such as debris. The Homeowner should do the same for the drain overflow and/or the sump pump. The Homeowner should also inspect the vapor barrier in the crawl space to insure it is not damaged.

7.2 Insulation

a. Service & Maintenance Tips
Your home has been provided with an insulation package designed to meet or exceed applicable building codes.

Special attention has been paid to the type and size of insulation available within the construction envelope, quality of installation and perimeter seal.

b. Standards

1. Possible Condition
Insufficient insulation.

Performance Standard
Insulation shall be installed in accordance with applicable energy and building code requirements.

Responsibility
We will install insulation in sufficient amounts to meet the Performance Standard.

7.3 Roofs, Gutters and Downspouts

a. Service & Maintenance Tips

If the roofing material on your new home is composition shingles, they will be a "seal down" shingle. These shingles have a mastic applied to the underside of the shingle, and once the sun hits the roof, the mastic seals the upper shingle to the one beneath it.

Special care should be taken to avoid damaging your roof when installing television or radio antennas or satellite dishes. A careless job can cause serious leaks. Excessive traffic (walking) on the roof can cause damage. If shingles become loose, consult us or a reputable roofing contractor to effect the repair. Also, roof trusses are not designed as storage space.

Extra weight added to the roof (such as solar panels) may disrupt the structural integrity of the truss support systems. The use of a structural engineer to determine if any additional support is required as well as the use of a reputable installer are both recommended when adding extra weight to the roof system.

Special care should be taken when metal standing seam roofs have been installed. A professional roofing contractor should be consulted for maintenance issues.

NOTE: All roofing and flashing should be checked twice a year in order to maintain a good watertight condition. Homeowners should take care when checking flashing and vents for cracked sealant, wind damage, and protruding nails. Shingles should be checked for loose or damaged sections. It is especially important to maintain sealant where flashing meets the brick.

b. Standards

1. Possible Condition

Roof or flashing leaks.

Performance Standard

Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up, high winds, or Homeowner action or negligence.

Responsibility

We will repair any verified roof or flashing leaks not caused by ice build-up or Homeowner action or negligence.

2. Possible Condition

Standing water on roof.

Performance Standard

A properly pitched roof is to drain water except for minor ponding. Flat roofs will retain a certain amount of water. Excessive ponding of water which causes roofing material to leak is a deficiency.

Responsibility

We will take corrective action to assure proper drainage of roof and repair all leaks due to or caused by standing water.

3. **Possible Condition**
Water standing in gutters.

Performance Standard
When gutter is unobstructed by debris, the standing water level shall not exceed 1 1/2 inches in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

Responsibility
We will correct to meet the Performance Standard.

4. **Possible Condition**
Gutters and/or downspouts leak.

Performance Standard
Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

Responsibility
We will repair leaks.

5. **Possible Condition**
Leaks due to snow or rain driven into the attic through louvers or vents.

Performance Standard
Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure. However, snow and rain can enter the attic through these vents and louvers when certain negative pressure conditions exist.

Responsibility
None.

7.4 Louvers & Vents

a. Service and Maintenance Tips
Soffit and ridge vents must be kept clear/open to minimize build-up of humidity which could cause movement of certain framing members within the structure.

b. Standards

1. **Possible Condition**
Inadequate ventilation of attics and unconditioned crawl spaces.

Performance Standard
Attic and crawl spaces shall be ventilated as required by the approved building code.

Responsibility
We shall provide for adequate ventilation. We will not be responsible for alterations to the original system.

7.5 Siding & Trim

a. Service & Maintenance Tips

All exterior materials on your home require periodic maintenance. Some materials such as prefinished siding should be washed to maintain their appearance and remove airborne materials that can damage the finish. Other materials such as synthetic siding and trim must be maintained (repainted and/or restained) periodically. The durability of paint finishes will vary depending upon climate, exposure, and other factors. Paints or stains extend the life of the surfaces, reduce mildew, and help you achieve the color effect you desire from your siding and trim. Failure to maintain the painted surfaces on your home can result in stain damage from mildew.

The aluminum or vinyl siding on your home is characterized by its maintenance saving finish. The finish reduces costly priming and painting. You may occasionally want to wash your siding. If you do, use a mild detergent (no bleach) and a soft brush or cloth.

The shutters on your home may be washed in the same manner as the siding.

We will not be responsible for damage to the siding caused by high winds, severe storms, or lack of maintenance. All wood/composition exterior materials must be inspected for wear and maintained by the Homeowner.

b. Standards

1. **Possible Condition**
   Siding is bowed

   Performance Standard
   Bows exceeding ½ inch in 32 inches are unacceptable.

   Responsibility
   We will install additional nails in siding to meet nailing schedules which are standard in the industry and will replace any siding that does not meet the standard. Note: some waviness in siding is to be expected because of bows in studs.

2. **Possible Condition**
   Poor quality of exterior trim workmanship.

   Performance Standard
   Joints between exterior trim elements, including siding and masonry, should not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry, and siding should be capable of performing its function to exclude the elements.

   Responsibility
   We will repair open joints and touch up finish coatings where repaired to match existing as close as possible. Caulking is acceptable for joints less than 3/8 inch in width.

3. **Possible Condition**
   Delamination of plywood veneer siding or joint separation.

   Performance Standard
   All siding shall be installed according to the manufacturer and industries accepted

standards. Separation and delamination's shall be repaired or replaced.

Responsibility
We will repair or replace siding as needed unless caused by the Homeowner's neglect to maintain siding properly. Repaired area may not match in color and or texture. For surfaces requiring paint, we will paint only the new materials. The Homeowner can expect that the newly painted surface will not match original surface in color.

4. **Possible Condition**
Delamination or deterioration of exterior lap siding.

Performance Standard
Siding should not delaminate or deteriorate within manufacturer's specifications. Natural wood siding can be expected to weather and change color as it ages.

Responsibility
We will repair or replace as needed unless caused by Homeowner's neglect to maintain siding properly. Repaired area should match as closely as possible in color and/or texture. The Homeowner should be aware that the new finish may not exactly match the original surface texture or color.

7.6 Stucco

a. Service and Maintenance Tips
Stucco needs to be painted at regular intervals to maintain color and water permeability as per manufacturer's recommendation.

b. Standards

1. **Possible Condition**
Cracks in exterior stucco wall surfaces.

Performance Standard
Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility
We will repair cracks exceeding 1/8 inch in width, one time only, during the first year of the warranty period.

7.8 Caulking

a. Service & Maintenance Tips
Caulking around all exterior openings should be inspected by the Homeowner every spring and fall. Caulking can easily be repaired with caulking compound which can be purchased from most hardware stores.

b. Standards

1. **Possible Condition**
Leaks in exterior walls due to caulking.

Performance Standard
Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

Responsibility
We will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once, during the first year of the Warranty Period. Properly installed caulking will shrink and must be maintained by the Homeowner during the life of the home.

8.0 DOORS & WINDOWS

Coverage: 1st Year Only
Area: Workmanship & Materials

8.1 Condensation & Humidity

a. Service & Maintenance Tips

Relative humidity is the percentage of water vapor in the air compared to the maximum amount of water vapor that could possibly be present in the air at a given temperature. As temperature increases, the capacity of air to hold moisture increases. For example, there is considerably more actual moisture in 70 degrees air with 40% relative humidity than there is in 0 degrees air with 40% relative humidity.

In older homes, it is possible for great volumes of colder air, with lower quantities of moisture, to leak into the structure. In the winter, if moisture was not added to these older homes often, the air feels dry.

With your new home, we have attempted to prevent any significant quantity of outdoor air from entering, and therefore, the relative humidity should remain in a comfortable range.

On the other hand, although the proper humidity level will make your home comfortable, the creation of excess moisture can create problems.

The “tightness” of the home restricts outdoor air from entering and lowering the relative humidity. Because of the restriction of outside air flow, moisture introduced into the home has less chance to escape and may create a high humidity condition in the home. As moisture levels increase, condensation could form on windows, glass doors, basement walls, or pipes in the basement.

It is recommended that the windows are locked when not in use and that the Homeowner keep the window weep holes clean and open.

b. Standards

1. Possible Condition
Condensation and/or frost on windows.

Performance Standard
Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Homeowner.

Responsibility
No corrective action required.
The Homeowner can usually correct condensation by properly venting the clothes dryer to the outside, using an outside air source, such as an open window when cooking, and operating the exhaust fans when showering or bathing.

2. **Possible Condition**
Condensation between glass.

Performance Standard
Should not occur within manufacturer's warranty.

Responsibility
We will replace the glass during the first year. After the first year, the Homeowner must contact the window manufacturer to obtain the replacement glass as allowed within the manufacturer's product warranty. The Homeowner is responsible for the replacement of the glass.

8.2 Doors (Exterior & Interior)

a. Service and Maintenance Tips

Your new home is equipped with a variety of door types. These will react differently under various weather and humidity conditions. The exterior doors are equipped with a weather-stripping which provides maximum seal against air filtration.

Occasional spraying of graphite into key slots of lock sets, tightening of lock set screws, and keeper adjustment will assure you of proper operation of your door locks. The sweep weather-stripping at the bottom of the door may require periodic adjustment or replacement as the material wears.

Your sliding glass doors, if selected, will give you many years of service if you follow these suggestions: Periodic cleaning of the bottom track will allow the sliding panels to move freely. An occasional application of ordinary household "3-in-One" oil or silicone spray along the bottom track is also recommended. Be sure the drain holes are clear, so that rainwater can flow out of the track. Sliding doors are not designed to be waterproof if hosed off with direct high pressure from a hose.

On interior wood doors, a certain amount of expansion and contraction in width is normal due to the changing temperature and humidity. Doors will be wider in summer and in humid periods and narrower in dry weather conditions. Therefore, do not be hasty in adjusting, planning or cutting your door, as it will tend to correct itself.

Bi-fold doors will need to be adjusted from time to time. The Supervisor or the Project Manager will instruct you in this operation procedure at the New Home Orientation. Keep tracks, pivots and guides free of paint and dirt. A little wax or silicone spray applied to the guide edges of the tracks, or silicone spray applied to the same area, will allow the doors to operate smoothly.

b. Standards

1. **Possible Condition**
Warpage of exterior and interior doors.

Performance Standard
Doors will warp to some degree. However, they should not warp to the extent that they become inoperable or cease to be weather resistant. The maximum allowable warpage is 1/4 inch when measured from top to bottom vertically and diagonally.

Responsibility
We will correct defective doors.

2. **Possible Condition**
Warpage of interior passage and closet doors.

Performance Standard
Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).

Responsibility
We will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year of the Warranty Period.

3. **Possible Condition**
Sticking, binding doors.

Performance Standard
Doors should not stick or stay open due to hinge bound condition.

Responsibility
We will reset sticking hinge bound doors one time only during the first year of the Warranty Period.

8.3 Garage Doors

a. Service and Maintenance Tips

The moving parts of garage doors should be oiled and the torsion spring greased, about once every three months. The screws that tighten the hardware to the door should be tightened about once a year, or as necessary. Garage door handles should be regularly inspected by the Homeowner as to possible jagged or sharp edges so that cuts and other injuries can be avoided.

Garage door openers added after closing may affect the operation of the garage door and may void the Warranty.

b. Standards

1. **Possible Condition**
Garage doors fail to operate properly under normal use.

Performance Standard
Garage doors shall operate properly.

Responsibility
We will correct or adjust garage doors as required during the first year of the Warranty

Period.

2. **Possible Condition**
Garage doors allow entrance of snow or water.

Performance Standard
Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.

Responsibility
We will adjust or correct garage doors to meet manufacturer's recommendations.

8.4 Windows

a. Service and Maintenance Tips

The windows should be maintained by keeping the sill and side tracks clean and spraying any side tracks with silicone spray. Vinyl liners and jambs should not be painted.

Window Screens

WARNING: The window screens, frames, and fastening systems have been designed by the window and screen manufacturers only to keep most insects out of your home. The manufacturers have not designed the system to support any weight other than that of the screen itself, therefore, the screen system will not prevent children or pets from falling through open windows to the ground below. Parents should be careful to prevent children and pets from leaning against the screens.

b. Standards

1. **Possible Condition**
Malfunction of windows.

Performance Standard
Windows should operate with reasonable ease, as designed.

Responsibility
We will correct or repair as required.

2. **Possible Condition**
Broken Glass.

Performance Standard
None.

Responsibility
None. Broken glass not reported to us prior to closing is the Homeowner's responsibility.

9.0 FINISHES

Coverage: 1st Year Only
Area: Workmanship & Materials

9.1 Drywall (Walls & Ceilings)

a. Service & Maintenance Tips

Drywall is used to cover your interior walls. Drywall can take the normal hard wear of family life, but if damage occurs it can easily be repaired with spackling compound and fine sandpaper.

b. Standards

1. Possible Condition

Cracks in interior wall and ceiling surfaces.

Performance Standard

Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width are to be repaired.

Responsibility

We will repair cracks exceeding 1/8 inch in width one time only during the first year of the Warranty Period.

2. Possible Condition

Defects seen in natural light which appear during the first year of the Warranty Period such as nail pops or other blemishes.

Performance Standard

Slight “imperfections” such as nail pops and cracks are common in gypsum wallboard installations.

Responsibility

We will repair these slight “imperfections” one time only during the first year of the Warranty Period.

9.2 Ceramic Tile (Walls & Floors)

a. Service and Maintenance Tips

Ceramic Tile, Tub, and Shower

A separation between the tub and the wall tile and/or cracking of joints between ceramic tile and tub and shower stall corners may occur because of moisture and normal settlement in these areas. The weight of water and a bather also contribute to such separation. This is a normal homeowner’s maintenance function, and you can remedy these situations by simply removing the old grouting and filling the crack with new grouting compound available at hardware stores. This situation may develop periodically depending on living habits and maintenance. Grout should be inspected every three months.

Normally, a wipe with a damp cloth will keep the tub/shower surface clean. Heavy accumulations of film can be removed with a detergent or tile cleaner. In all cases, use a

nonabrasive cleaner. An automotive pump spray wax may be used to bring out the luster in these products.

Ceramic Tile Floors

If you have chosen ceramic tile flooring in your new home, we suggest the following maintenance hints.

Some cracking or chipping of the grout is considered normal, due to shrinkage and normal deflection of the subfloor. You can repair simply by filling with a commercial grouting of the same color. Although durable, some caution must be exercised to avoid cracking tiles with heavy objects.

It is recommended that you install a "Ceramic Seal and Finish" product immediately after you move into your new home, and a minimum of every two years thereafter. This sealing will reduce stains and discoloration of the grouting.

b. Standards

1. **Possible Condition**
   Ceramic tile cracks or becomes loose.

   Performance Standard
   Ceramic tile should not crack or become loose.

   Responsibility
   We will replace cracked tiles and resecure loose tiles except when caused by Homeowner neglect. In addition, we will correct the cause of the loose or cracking tile condition. We will not be responsible for discontinued patterns or color variations in ceramic tile but will match as closely as possible.

2. **Possible Condition**
   Cracks appear in grouting of ceramic tile joints

   Performance Standard
   Cracks in grouting or ceramic tile joints are commonly due to shrinking condition.

   Responsibility
   We will repair grouting as necessary, one time only during the first year. We will match as closely as possible. Regrouting of these cracks is a maintenance responsibility of the Homeowner after the first year of the Warranty Period.

9.3 Finished Wood Flooring

a. Service and Maintenance Tips

Because of the natural characteristics of wood products, some squeaks in the flooring area can be expected. If hardwood is used as a flooring material in your home, some minor separations between the boards may occur due to shrinkage of the material which is a common occurrence and will vary with temperature and humidity levels. Some color fading or irregularities may occur due to exposure to sunlight. It is widely accepted within the industry that vertical displacement between the boards be no greater than the thickness of a credit card. The hardwood finished surface can be scratched. Care must be taken to protect the surface, especially in high traffic areas. Chair and table legs and high heel shoes will cause damage to

the surface. You should take precautions to protect flooring and follow recommended cleaning procedures.

b. Standards

1. Possible Condition
Gaps developing between floor boards.

Performance Standard
Gaps in excess of 1/8 inch in width shall be corrected.

Responsibility
We will repair gaps in excess of 1/8 inch within the first year of the Warranty Period, by filling or replacing, at our option. We are not responsible for discontinued flooring or different graining or color variations in the wood. We will match the existing floor as closely as possible. Also, face nailing on wood floors is commonly used along walls and for repairs.

9.4 Resilient Floors

a. Service and Maintenance Tips
We have chosen these floors for their design, availability, and resistance to wear. Some items that you should be aware of are:

1. Raised nail heads are caused by movement of the floor joist because of shrinkage and deflection. We have attempted to minimize this problem by using special nails or screws and by gluing the plywood to minimize the number of fasteners required.
2. Seam separation or lifting is normally caused by water seeping between the joints during floor cleaning. Floors should be damp mopped, but not flooded with water, during cleaning.
3. Resilient flooring often separates near heat registers or at the outside walls of a room. The heat from the registers softens the glue (mastic) and causes the flooring to move when stepped on or when a chair is pushed against the tile area.

Expansion and contraction of underlayment (where used) or subflooring may also cause separation. We have sanded the underlayment joints and filled them to minimize the possible problem of ridges showing through your floor. Minor ridging may occur due to shrinkage of the underlayment. A maintenance booklet supplied with the Homeowner's package provides directions for proper floor care.

b. Standards

1. Possible Condition
Nail pops appear on the surface of resilient flooring.

Performance Standard
Readily apparent nail pops shall be repaired.

Responsibility
We will correct nail pops which have broken the surface. We will repair resilient floor covering in the affected area with similar material. We will not be responsible for discontinued patterns or color variations in the floor covering. Replacement of the floor will only be done in our sole discretion.

2. Possible Condition
Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

Performance Standard
Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken at the gap created at one end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.

Responsibility
We will take corrective action as necessary to bring the defect within acceptable tolerance so that the affected area is not readily visible. We will not be responsible for discontinued patterns or color variations in floor covering. Replacement of the floor will only be done in our sole discretion.

3. Possible Condition
Resilient flooring loses adhesion.

Performance Standard
Resilient flooring shall not lift, bubble, or become unglued.

Responsibility
We will repair the affected resilient flooring as required. We will not be responsible for discontinued patterns or color variation of floor covering. Replacement of the floor will only be done in our sole discretion.

4. Possible Condition
Seams or shrinkage gaps show at resilient flooring joints.

Performance Standard
Gaps shall not exceed 1/16 inch in width at resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

Responsibility
We will repair the affected resilient flooring as required. Tears, cuts, or scrapes in the finished surface are not our responsibility unless such defects are identified prior to the Homeowner taking occupancy of the home. We will not be responsible for discontinued patterns or color variation of floor covering. Replacement of the floor will only be done in our sole discretion.

9.5 Painting

a. Service and Maintenance Tips
Maintenance of all exterior materials on the home (wood, siding, trim synboard, etc.) should be done by the Homeowner as a routine program. Paints or stains extend the life of the painted components on the exterior of the Home. Your local paint or hardware store can assist you in the selection of the proper paint for your home.

Mildew or fungus will form on almost any surface if the structure is subject to high humidity and/or high moisture conditions. The formation of mildew or fungus is a condition we cannot control and is your maintenance responsibility.

b. Standards

1. Possible Condition
Exterior paint peels, deteriorates, or fades.

Performance Standard
Exterior paints should not peel during the first year of the Warranty Period. However, fading is normal and the degree is dependent on climatic conditions.

Responsibility
If paint is defective, we will refinish affected areas, matching color as close as possible, in areas where the finish deterioration affects the majority of the wall area.

2. Possible Condition
Painting required as a corollary repair because of work other than drywall nail pops, seams and corners.

Performance Standard
Necessary repair of a painted surface required under this Warranty is to be refinished to match surrounding areas as closely as possible.

Responsibility
We will finish repair areas as indicated. Only the repaired area will be repainted which may not include an entire wall. We do not guarantee any color match.

3. Possible Condition
Deterioration of varnish of lacquer finish.

Performance Standard
Natural finishes on interior woodwork should not deteriorate during the first year of ownership.

Responsibility
We will refinish affected areas of natural finish interior woodwork, matching the color as closely as possible.

4. Possible Condition
Mildew or fungus on painted surfaces.

Performance Standard
Mildew or fungus will form on a painted surface if the surface is subject to excessive exposures to a food source (i.e., fabric, carpet, drywall, wood and insulation, among others) and to moisture.

Responsibility
Mildew or fungus formation is a condition we cannot control and is a Homeowner maintenance item.

9.6 Carpeting

a. Service and Maintenance Tips

Carpet maintenance should be tailored to the specific fiber used in the carpet. Generally, carpet care includes vacuuming and prompt attention to spills. Our carpets were selected for their ability to withstand normal wear and tear with minimum care. When available, a booklet will be given to you at your New Home Orientation which will prescribe a carpet care program for your specific carpet pile fiber.

Seams and color variations (shading) may be evident depending on the style of carpeting and the pile fiber you have chosen. Some color fading may occur due to constant exposure to direct sunlight. Closing the drapes during certain times of the day will help prevent such fading.

We will not be responsible for stains, color variation or damage due to Homeowner neglect, including, but not limited to, pet stains. The Homeowner should clean these areas immediately after soiling, as required.

b. Standards

1. **Possible Condition**
   Open carpet seams.

   Performance Standard
   Carpet seams will show. However, no visible gap is acceptable.

   Responsibility
   We will correct visible gaps only.

2. **Possible Condition**
   Carpeting becomes loose, seams separate or stretching occurs.

   Performance Standard
   Wall to wall carpeting, installed by us as the primary floor covering, when stretched and secured properly should not come up, become loose, or separate from its point of attachment.

   Responsibility
   We will restretch or resecure carpeting as needed one time only during the one year Warranty Period.

3. **Possible Condition**
   Spots on carpet, minor fading.

   Performance Standard
   Exposure to light may cause spots on carpet and/or minor fading.

   Responsibility
   None.

9.7 Hardware

a. Service and Maintenance Tips
Certain types of interior and/or exterior hardware are painted or coated to take on an appearance of brass or other colors. These types of finishes are commonly used for electrical fixtures, plumbing fixtures, door knobs, kickplates, etc. and have a tendency to fade, rub off,

discolor, or tarnish. Brass finishes should be wiped down with a damp sponge and care taken to avoid abrasive cleaners.

IMPORTANT NOTE REGARDING BRASS, BRONZE AND OTHER ANTIQUE FINISH PRODUCTS: The manufacturer applies a protective coating to the plated surface of brass, bronze, and other antique finish products. In time the protective lacquer may deteriorate either from exposure to weather, extremes of climate, frequency of use or other factors. Care should be taken when cleaning these surfaces to use a non-abrasive type cleaner (soap and water) and coat with a non-abrasive polish.

Tarnishing or excessive wear of these finishes is, therefore, not a defect, but a normal process which is unavoidable. Under these circumstances, these finishes cannot be guaranteed and, therefore, products will not be repaired or replaced under this Warranty. The manufacturer's warranty may exceed this Warranty.

b. Standards

1. Possible Condition
Brass finish tarnishes during the first year.

Performance Standard
Brass finishes tarnish over time due to exposure to climatic conditions, human perspiration and frequency of use.

Responsibility
None.

10.0 SPECIALTIES

Coverage: 1st Year Only
Area: Workmanship & Materials

10.1 Fireplaces (Wood Burning)

a. Service and Maintenance Tips
If your home is equipped with a wood burning fireplace, there are certain things that you should do to insure its proper operation. First, you should be sure before igniting a fire that the damper above the firebox has been opened. For the best burning results, we recommend that you buy a steel grate for holding the logs while burning.

When the fire is burning, the flue will be drawing not only the smoke from the fire, but the warm air from your room, and if the room is open to other rooms, it will cause much of the warm air throughout the home to be drawn up through the chimney.

Be sure to close the damper after the fire has been completely extinguished.

Avoid using manufactured paper logs in fireplaces. They may contain chemicals that can induce a flue fire.

b. Standards

1. Possible Condition
Fireplace or chimney does not draw properly.

Performance Standard
It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney.

Responsibility
We will determine the cause of the malfunction and correct if the problem is one of design or construction of the fireplace.

2. **Possible Condition**
Chimney separation from structure to which it is attached.

Performance Standard
A newly built fireplace may incur slight amounts of separation. Separation should not exceed 1/2 inch from the main structure in any 10 foot vertical measurement.

Responsibility
We will determine the cause of separation and correct if standard has not been met. Caulking is acceptable.

3. **Possible Condition**
Brick firebox color changed.

Performance Standard
None.

Responsibility
None. Heat from fires as well as chemical additives will alter finish.

4. **Possible Condition**
Cracked firebrick and mortar joints.

Performance Standard
None.

Responsibility
None. Heat from fires may cause cracking.

10.2 Fireplaces (Direct Vent)

a. Service and Maintenance Tips
If your home is equipped with a direct vent fireplace, there are certain things that you should do to insure its proper operation. You should insure that the pilot light is lit. Looking through the glass at the base of the logs you can see the pilot light. Instructions for lighting the pilot are provide in the area accessed through the cover below the firebox.

The homeowner will need to inspect the external vent cap on a regular basis to make sure that no debris is interfering with the airflow.

Because a Direct Vent fireplace is a sealed unit, when the fire is burning, the fire box will not be drawing heat from the inside of your home. The firebox becomes extremely hot and the

homeowner should take care not to touch or have heat sensitive items next to the firebox.

There is no damper to operate with a direct vent fireplace.

When direct vent gas fireplaces are provided, improper adjustments, alterations, service or maintenance can cause injury or property damage. Refer to the manual for assistance or additional information consult a qualified installer, service agency or the gas supplier.

b. Standards

1. **Possible Condition**
   Vapors may condense and fog the glass.

   Performance Standard
   For the first few minutes after each lighting vapors may fog the glass and the flames may be blue. After a few minutes this moisture will disappear and within 10-15 minutes the flames should become yellow.

   Responsibility
   None.

2. **Possible Condition**
   Fireplace may produce a (oil canning) noise.

   Performance Standard
   The oil canning noise is caused by the metals expansion and contraction as it heats up and cools down. This does not affect the operation or longevity of the fireplace.

   Responsibility
   None.

3. **Possible Condition**
   Glass fronts may become dirty on the inside of the firebox.

   Performance Standard
   It is possible that a film may build up on the side of the glass which faces the firebox created by emissions from the gas or propane flames.

   Responsibility
   None. The Homeowner may be required to provide periodic cleaning to the glass surfaces. Refer to the manual for assistance.

   WARNING: Turn off the gas valve located under the firebox prior to any servicing.

   WARNING: DO NOT OPERATE THE UNIT WITH OUT THE GLASS FRONTS PROPERLY INSTALLED AND SEALED.

10.3 Pools

a. Service and Maintenance Tips
Pools require regular maintenance in order to keep all aspects running efficiently. Please refer to any documents provided by the manufacturer/subcontractor regarding maintenance

schedules and specific chemical levels for the system. Failure to follow the maintenance guidelines can lead to malfunction of the mechanical systems in the pool, and can cause algae growth on pool surfaces.

b. Standards

1. **Possible Condition**
   Algae growth on sun deck and pool surfaces.

   Performance Standard
   The pool surface should be free of algae if it is properly maintained. Homeowner should check maintenance guidelines from manufacturer to verify all requirements are being met. Please contact the manufacturer/subcontractor for their removal recommendations.

   Algae growth on the pool deck surface can grow when water is allowed to puddle and is not removed. Please contact the manufacturer/subcontractor for their removal recommendations.

   Responsibility
   None.

2. **Possible Condition**
   Discoloration of the marcite finish.

   Performance Standard
   A light gray spotting or streaking called mottling can occur with the marcite finish and is a normal condition. This can be minimized by maintaining a proper chemical balance in the pool. Other stains can occur due to an improper chemical balance in the pool, these stains require a qualified professional to attempt to remove them and are not warranted.

   Responsibility
   None.

3. **Possible Condition**
   Pool water is dirty.

   Performance Standard
   Pool should be clear, and will need to have any leaves and debris from the environment skimmed out regularly. The filter needs to be cleaned out regularly; if it has clogged it will reduce the effectiveness of the filter and chemicals to keep the pool clean.

   Responsibility
   None.

4. **Possible Condition**
   Pool system is leaking water.

   Performance Standard
   While there will be natural evaporation of water from the pool, if you are having substantial changes in water levels then a leak may be present. Water should not be leaking from the liner or any of the plumbing within the pool system.

Responsibility
None. Please contact the manufacturer/subcontractor as the liner and plumbing for the pool systems are warranted directly with them.

11.0 KITCHEN CABINETS, VANITIES AND COUNTER TOPS

Coverage: 1st Year Only
Area: Workmanship & Materials

11.1 Counter Tops/Surfaces

a. Service & Maintenance Tips
All laminated kitchen countertops, cultured marble vanity, ceramic tile, Corian and granite tops and walls should be wiped down with a non-abrasive cleaner and brought to "sparkle" with a cleaner and polish recommended by the manufacturer. Granite tops should be sealed per manufacturer specifications.

b. Standards

1. **Possible Condition**
Cultured materials (marble, granite, etc.) have sections of discoloration in areas of the stone.

Performance Standard
Cultured materials are cut from natural stone and as such may color variances between pieces.

Responsibility
None.

2. **Possible Condition**
Cultured material has developed a crack or chip inside of it.

Performance Standard
Stone should be free of chips and cracks at time home is settled.

Responsibility
Cracks or chips that appear following settlement are not covered by the warranty since these were not caused by the original installation.

3. **Possible Condition**
Surface cracks and joint delaminations in high pressure laminates on vanity and kitchen cabinet countertops and cabinets.

Performance Standard
Countertops fabricated with high pressure laminate coverings will not delaminate or crack. However, it is recommended that water not be allowed to stand in the seams of counter tops.

Responsibility
We will replace delaminated or cracked coverings. We will not be responsible for chips, scratches, and cracks noted after the New Home Orientation or for delamination from

water which causes swelling of the base material.

4. **Possible Condition**
   Kitchen cabinet malfunctions.

   Performance Standard
   Warpage not to exceed 1/4 inch as measured from face frame to point of furthermost warpage with door or drawer front in closed position.

   Responsibility
   We will correct or replace door or drawer fronts.

5. **Possible Condition**
   Gaps between cabinets, ceilings and walls.

   Performance Standard
   Acceptable tolerance is 1/4 inch in width.

   Responsibility
   We will correct any gap over 1/4 inch by installing a trim piece.

6. **Possible Condition**
   Variation in color between adjacent kitchen cabinets of the same style.

   Performance Standard
   Variations of grain pattern and color are normal in wood veneer and solid wood cabinets and doors.

   Responsibility
   None.

7. **Possible Condition**
   Shrinkage of insert panels shows raw wood edges.

   Performance Standard
   Panels will shrink and expand and may expose unpainted surface.

   Responsibility
   None. The Homeowner is responsible to touchup and maintain these areas to match the door color and finish.

8. **Possible Condition**
   Split in door panel.

   Performance Standard
   Split panels shall not allow light to be visible through the doors.

   Responsibility
   If light is visible, we will fill the split and match the paint or stain as closely as possible, one time only in the first year of the Warranty Period.

12.0 PLUMBING

Coverage: 1st Year Only
Area: Workmanship & Materials

12.1 Water Supply, Sewers, Fixtures & Drains

a. Service and Maintenance Tips

In preparing your home for occupancy, the sewers have been flushed and tested to work properly. Water supply systems and fixtures have been pressure tested to eliminate leaks. If however, clogging does occur due to our negligence, it should become apparent within the first 30 days after occupancy.

Should drainage from a tub, toilet, sink, or shower clog, you may attempt to relieve it by use of a plunger (available at most hardware stores). If the plunger does not work, a plumber's snake should be used to determine if a fixture or trap is blocked versus a system failure.

Temperature fluctuations may occur with the hot and cold water when other fixtures are being used at the same time. A "ticking" sound is sometimes noticeable when water pipes expand and contract.

Water pressure often varies by individual municipalities and is not controlled by us.

A series of maintenance tips should be employed by the Homeowner to minimize costly plumbing repairs:

1. Care should be observed to avoid disposal of paper towels, heavy tissue, sanitary products, and other such materials into plumbing fixtures in order to minimize the possibility of clogging. After thirty (30) days of occupancy, we will not be responsible for sewer clogs unless it is determined that faulty materials or workmanship have been employed or the original installation was improperly completed.
2. Winterize your exterior hose bibs and plumbing lines by closing the valve to each faucet inside the house and opening the hose connections at each exterior location. The water at the bleeder valve inside should be drained.
3. Each plumbing fixture in your home has a drain "trap", a piece of drain pipe designed to provide a water barrier between your home and the possible odor of sewer gas. This "trap" holds water which prevents the airborne bacteria and odor of the sewer gas from entering the home. If a fixture is left unused, it should be turned on at regular intervals to replace evaporating water and to ensure that the trap barrier remains intact. Periodically refill the traps of unused fixtures.
4. Welled exit or areaway drains must be kept clear of debris and periodically cleaned in order to avoid water migration into the basement. (See Section 3.4).

b. Standards

1. Possible Condition

Defective plumbing fixtures, appliances, or trim fittings.

Performance Standard

Fixtures, or fittings will function as designed.

Responsibility
We will replace any defective fixture, fitting, or appliance which does not meet acceptable standards.

2. **Possible Condition**
Faucet or valve leak.

Performance Standard
A valve or faucet leak due to material or workmanship is a deficiency.

Responsibility
We will repair or replace the leaking faucet or valve.

3. **Possible Condition**
Noisy water pipes.

Performance Standard
There will be some noise emitting from the water pipe system, due to the flow of water.

Responsibility
None.

4. **Possible Condition**
Cracking, chipping, or scratching of porcelain or fiberglass surfaces on tubs, showers lavatories, bar tops and sinks.

Performance Standard
Chips and cracks on surfaces of bathtubs and sinks can occur when surface is hit with sharp or heavy objects.

Responsibility
We will not be responsible for repairs unless damage has been reported to us prior to occupancy.

12.2 Water Heater

a. **Service and Maintenance Tips**
The water heater in your home, whether electric or gas, is equipped with a temperature and pressure relief valve, which is designed to open in the event excessive pressure or temperature builds up within the tank. When this happens, water is allowed to flow from the tank. As the temperature and/or pressure are reduced, the flow will stop. If a steady flow of water is coming from the pressure relief valve, the water main should be shut off.

Gas hot water tanks, normally have a temperature dial (hot, warm, mild) on the outside of the tank, and the temperature can be completely controlled by adjusting the dial.

On an electric hot water heater, because of the inherent danger in resetting the temperature, we suggest that you call a serviceman.

Refer to the manual provided with the water heater from the manufacturer for suggested maintenance of your hot water tank, in all cases, before making any adjustments.

Though we warrant the operation of the water tank appliance for one year, the manufacturer's warranty may exceed our Warranty. Please refer to your Homeowner's Package for your exact coverage.

Under no circumstances should you turn on an electric water heater without water in the tank because the element will quickly burn out. ***In the case of any emergency with water or hot water heaters, be sure to familiarize yourself with where and how to turn off the water supply.***

12.3 Wells

a. Service and Maintenance Tips

A well water system utilizes groundwater contained in soil and rock pores and is susceptible to pollution from contaminants that move through the soil and filter down to the groundwater.

Do not store toxic or hazardous substances near your well.

Protect the well head from cars, mowers, or other traffic, which may damage it.

Have your well inspected and sampled regularly by your local health department or qualified independent lab to assure it is properly protected.

Do not overuse or abuse pesticides, herbicides and fertilizers. Follow the package directions carefully.

Do not flush toxic or hazardous substances down the toilet or pour such substances into home drains, storm drains or onto the ground surface.

Many Health Departments recommend you have your well tested after any repairs are made to your well or if you notice a change in the taste or color of your well water. Your Health Department or independent lab can test your well for bacteriological quality and conduct chemical analysis for certain substances such as iron, acidity, or hardness.

b. Standards

1. Possible Condition

Well supply system fails to deliver water.

Performance Standard

All well systems shall be designed and installed in accordance with all approved building, plumbing, and health codes.

Responsibility

We will repair if failure is the result of defective workmanship or materials during the warranty period. If conditions beyond our control disrupt or eliminate the sources of the supply, we have no responsibility. This Warranty does not cover potability or quantity of well water provided the well water complies with all applicable permitting requirements at the time of settlement.

13.0 HVAC

Coverage: 1st Year Only
Area: Workmanship & Materials

a. Service and Maintenance Tips

A complete and correct understanding of your heating and cooling equipment can help you minimize your energy consumption.

Your home may be equipped with a gas or electric furnace, with or without air conditioning or an electric heat pump which provides both heating and cooling. One basic rule applies to all these systems: during the heating season the thermostat should be set to maintain the lowest temperature at which you are comfortable in your home. Each degree of higher temperature setting results in a marked increase in the fuel consumption. Likewise, during the cooling season, each degree of lower setting also increases fuel consumption by a significant amount.

All the HVAC systems utilize a furnace, ductwork, registers, filter, and a thermostat to control the temperature in the home.

Thermostat

The thermostat controls the temperature produced by the HVAC system. If your home is heated by a warm air system, your thermostat may also have controls for converting the system from heating to cooling and vice versa.

Registers

The registers in your home help to regulate the flow of air to maintain the desired temperature. Personal taste in comfort levels may require slight adjustments in the registers to keep each living area at the desired temperature.

If your lower level is too cool in the winter, start closing upper level registers until the desired results are obtained. If your upper level is too warm in the summer, close lower level registers until the desired results are obtained.

Maintenance

In all forced air heating systems, the basic requirement for maintaining economical operation of your furnace is to keep the air filter clean. Building activity in and around the home creates excessive amounts of dust and dirt, the filter should be checked and replaced monthly.

With outdoor heating/cooling units, it is important to keep leaves and snow from around the unit, and to keep the unit level for maximum efficiency. It is also recommended to have a qualified person annually clean the mildew that collects on the evaporator and condenser coils. The heat exchanger should also be checked regularly for damage or defects.

You might also notice steam rising from your outdoor heat pump unit during cold weather. This is a normal occurrence when the unit is completing its defrost cycle.

Service

There are some things that you should check prior to calling for service.

1. If your system is operating but is not providing adequate heating or cooling, check the following:

- Filter
- Thermostat setting

2. If your system doesn't function at all, check the following:
   (a) In homes equipped with a gas furnace with a pilot light, it may go out. (It should be visible near the main burner). You may relight it by following the instructions printed on the unit.
   (b) With all systems, check the circuit breakers to see if they have tripped. Circuit breakers may be reset by switching all the way to "off" and then to "on".

NOTE: Gas furnaces may have a separate switch located near the furnace unit inside the home.

If the circuit breakers trip immediately after resetting, call a repairman for service. Interruptions of power (such as during electrical storms when lights blink) can cause a circuit breaker to trip. If your system malfunctions during or just after a thunderstorm, the circuit breaker would be the first item to check.

Whatever system you have in your home, it should be checked and cleaned by a professional repairman. See your instruction manual for the recommended frequency of care for your system. You may wish to contact your HVAC contractor to establish a regular maintenance program.

b. Standards

1. **Possible Condition**
   Inadequate heating.

   Performance Standard
   The heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions. Temperature at the thermostat will be plus or minus 3° F from the set point temperature. Federal, state, or local energy codes shall supersede this standard where such codes have been adopted.

   Responsibility
   We will correct heating system to provide the required temperatures.

2. **Possible Condition**
   Inadequate cooling.

   Performance Standard
   Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 75 degrees F, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions. Temperature at the thermostat will be plus or minus 3° F from the set point temperature. In the case of outside temperatures exceeding 90 degrees F, a differential of 15 degrees F from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been adopted.

   Responsibility
   We will correct cooling system to meet temperature conditions, in accordance with specifications.

3. **Possible Condition**
Condensation lines clog.

Performance Standard
None.

Responsibility
Condensation lines will clog eventually under normal use. This is a Homeowner maintenance item. We shall provide unobstructed condensation lines at the time of first occupancy.

4. **Possible Condition**
Improper mechanical equipment operation of evaporative cooling system.

Performance Standard
Equipment should function properly at temperature standard set without unreasonable fuel consumption.

Responsibility
We will correct and adjust so that blower and water systems operate as designed.

14.0 ELECTRICAL

Coverage: 1st Year Only
Area: Workmanship & Materials

14.1 Electrical Systems

a. Service and Maintenance Tips

To provide complete safety, high-quality electrical wiring, outlets and switches have been installed in your new home to meet both local and federal standards of safety. Part of the electrical system is located in the circuit breaker terminal box. It is here that electrical power enters and is distributed throughout the home.

Large appliances or too many small appliances on one circuit may cause the circuit breaker to trip. Other causes of a breaker tripping could be:

1. Worn-out cords
2. Defective plug connections
3. Defective appliances
4. Starting of electrical motors (motors require more current to start than they use while running)

To restore electrical power to its circuit:

1. Remove plug or plugs which may be causing the overloading.
2. Reset the circuit breaker by pushing it all the way to the off position, then push the switch to the on position. If the reset switch automatically switches off again, your circuit is still overloaded, or that particular circuit has a short. If one circuit continues to break, call a qualified electrician.

Light fixtures require various wattages of bulbs. The instructions on the fixture should be followed carefully. In no event, should bulbs of higher than recommended wattage be utilized.

Problems with appliances should be directed to the appliance manufacturer involved. Selected receptacles in kitchens, baths, garages, and outside of the home are covered by a ground fault interrupter or breaker. These GFI's sense low level ground faults and assure optimum protection for our homeowners. Due to the sensitivity of the GFI circuit, it may trip more frequently than other circuits. These receptacles are not to be used for appliances which demand high current usage; such as freezers, refrigerators, and other appliances with motors or compressors.

WARNING "Do it yourself" electrical wiring is dangerous and may void the Warranty. The electrical circuit in your home has been designed for trouble free service and safety. If you desire additional wiring, call a qualified electrician. Don't jeopardize your home and the lives of your family and yourself by installing unauthorized circuits.

b. Standards

1. **Possible Condition**
   Fuses blow or circuit breakers "kick out".

   Performance Standard
   Fuses and circuit breakers which deactivate under normal usage when reset or replaced are deficient.

   Responsibility
   We will check wiring circuits for conformity with local, state, or approved National Electrical Code requirements. We will replace wiring or breakers if they do not perform adequately or are defective.

2. **Possible Condition**
   Malfunction of electrical outlets, switches or fixtures. Performance Standard
   All switches, fixtures, and outlets should operate as intended.

   Responsibility
   We will repair or replace defective switches, fixtures, and outlets.

3. **Possible Condition**
   Ground fault circuit interrupter and arc fault trips frequently.

   Performance Standard
   Ground fault interrupters and arc faults are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily. Ground fault interrupters are required in outlets located in the garage, kitchen, bath, and powder room along with all exterior outlets. Ground fault interrupters should operate as intended.

   Responsibility
   We will install ground fault interrupters in accordance with applicable electrical codes. We will replace the device if found to be defective.

B. TWO YEAR WARRANTY ITEMS

15.0 PLUMBING
Coverage: 1st & 2nd Year
Area: Installation of Systems

15.1 Water Supply, Sewers, Fixtures & Drains

a. Service and Maintenance Tips
All water lines have been installed in your home in accordance with applicable building and plumbing codes.

In some municipalities water pressure is abnormally high, and regulators are installed to reduce the water pressure within the home so that appliance life may be maintained. Do not adjust this regulator once it is installed.

b. Standard

1. Possible Condition
Water supply system fails to deliver water.

Performance Standard
All on-site service connections to municipal water main and private water supply shall be our responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing, and health codes.

Responsibility
We will repair if failure is the result of defective workmanship or materials. If conditions beyond our control disrupt or eliminate the sources of the supply, we will have no responsibility.

15.2 Septic System

a. Service & Maintenance Tips
Septic systems are individual wastewater treatment systems that use the soil to treat small wastewater flows, usually from individual homes. They are typically used in rural or large lot settings where centralized wastewater treatment is impractical. There are many types of septic systems in use today. While all septic systems are individually designed for each site, most septic systems are based on the same principles.

The accumulated solids or sludge in the bottom of the septic tank should be pumped out every three to five years to prolong the life of your system. Septic systems must be maintained regularly in order to function properly.

Neglect or abuse of your septic system can cause it to fail. Failing septic systems can:
- cause a serious health threat to your family and neighbors,
- degrade the environment, especially lakes, streams and groundwater,
- reduce the value of your property,
- be very expensive to repair,
- put thousands of water supply users at risk if you live in a public water supply watershed and fail to maintain your system.

Be alert to these warning signs of a failing system:

- sewage surfacing over the drainfield (especially after storms),
- sewage back-ups in the house,
- lush, green growth over the drainfield,
- slow draining toilets or drains,
- sewage odors.

b. Standards

1. Possible Condition
Septic system fails to operate properly.

Performance Standard
Septic system will function adequately during all seasons, under climatic conditions normal or reasonably anticipated, based on local records, for the location of the home. Septic systems shall be designed and installed to comply with applicable laws.

Responsibility
We will repair, or otherwise correct, a malfunctioning or nonoperating system, if failure is caused by inadequate design, faulty installation, or other causes relating to ours actions or contractors or subcontractors under our control. We will not be responsible for system malfunction or damage which is caused by Homeowner negligence, lack of system maintenance, or other causes attributable to actions of the Homeowner or Homeowner's contractors, not under our control, including, but not necessarily limited to; the addition of fixtures, items of equipment appliances or other sources of waste or water to the plumbing system served by the septic system; and damage, or changes to the septic system installation or surrounding soil conditions critical to the system's functioning.

15.3 Piping

a. Standards

1. Possible Condition
Leakage from any piping.

Performance Standard
No leaks of any kind are to be present in any sanitary soil, waste vent, or water piping. Condensation on piping does not constitute leakage, and is not covered except where pipe insulation is required.

Responsibility
We will make repairs to eliminate leakage.

15.4 Sewers, Fixtures and Drains

a. Standards

1. Possible Condition
Stopped up sewers, fixtures, and drains.

Performance Standard

Sewers, fixtures, and drains shall operate properly.

Responsibility
We will not be responsible for sewers, fixtures, and drains which are clogged due to Homeowner negligence or lack of maintenance. If a problem occurs, the Homeowner should consult with us for a proper course of action. Where defective construction is shown to be the cause, we will assume the cost of the repair; where Homeowner negligence or lack of maintenance is shown to be the cause, the Homeowner shall assume all repair costs.

2. Possible Condition
Plumbing pipes freeze and burst.

Performance Standard
Drain, waste, and water supply pipes are to be adequately protected to prevent freezing during normally anticipated cold weather.

Responsibility
We will correct condition responsible for pipes freezing, and repair damaged piping. It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets commonly exposed to freezing temperatures, including closing and protection of foundation vents in crawl space foundation areas, when applicable. The Homeowner is also responsible for maintaining suitable temperatures in the home as a safeguard against freezing pipes and in no event should a Homeowner turn off the home's service of heat while vacationing or otherwise being away from the home.

16.0 HVAC

Coverage: 1st & 2nd Year
Area: Installation of Systems

a. Standards

1. Possible Condition
Noisy ductwork.

Performance Standard
When metal is heated, it expands and when cooled, it contracts. The result is "ticking" or "crackling" which is to be expected.

Responsibility
None.

2. Possible Condition
Oil canning.

Performance Standard
The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan". The booming noise caused by "oil canning" is not acceptable.

Responsibility
We will correct to eliminate this sound during 2 year Warranty Period.

3. **Possible Condition**
Ductwork separates or becomes unattached.

Performance Standard
Ductwork shall remain intact and securely fastened.

Responsibility
We will re-attach and re-secure all separated or unattached ductwork.

4. **Possible Deficiency**
Refrigerant lines leak.

Performance Standard
Refrigerant lines shall not develop leaks during normal operation.

Responsibility
We will repair leaking refrigerant lines and recharge unit, unless damage was caused by the Homeowner.

17.0 ELECTRICAL

Coverage: 1st & 2nd Year
Area: Installation of Systems

17.1 Electrical Systems

a. Service and Maintenance Tips
Smoke detectors should be vacuum cleaned semi-annually and checked for replacement 5 years after settlement. Replace battery annually.

b. Standards

1. **Possible Condition**
Failure of wiring to carry its designed circuit load to switches and receptacles.

Performance Standard
Wiring should be capable of carrying the designed load for normal residential use.

Responsibility
We will check wiring for conformity with local, state, or approved national electrical code requirements. We will replace wiring if it fails to carry the design load.

18.0 FIRE SUPPRESSION SPRINKLER SYSTEM

Coverage: 1st & 2nd Year
Area: Installation of Systems

a. Standards
The pipes are filled with water under pressure from the domestic water supply. In the unfortunate event of a fire, the heat from the fire will open the sprinkler head and water will spread over the fire. All sprinkler heads operate independently; therefore, not all heads will

open at one time.

You should not install ceiling fans or other objects which might affect the spray pattern of the head without first contacting a qualified fire protection professional.

Sprinkler pipes have been installed in your attic and covered with insulation. You should use extreme caution when you enter your attic to avoid stepping on the pipe or removing insulation from around the pipe. We also recommend that you inform any workmen who may need to enter your attic of this also.

The sprinkler pipes are full of water so it is very important that you do not turn your heat off during cold weather. **FROZEN SPRINKLER PIPES WILL CRACK.**

Painting the sprinkler heads or hanging anything from them will violate the building code and could result in improper operation of the system.

A minimum monthly maintenance program should include the following:

1. Visually inspect all sprinklers to ensure against obstruction of spray.
2. Inspect all water supply valves to assure that they are open.
3. Test all waterflow devices if applicable.
4. Maintain and test all smoke detectors.

VI. APPENDIX A – DEFINITIONS

DEFINITIONS - In general - In this subtitle the following words have the meanings indicated.

A. Appliances - "Appliances" refers to range tops, stoves, ovens, refrigerators, dishwashers, washers and dryers, microwaves, and other similar items.

B. Appliances, Fixtures, and Items of Equipment - "Appliances, fixtures, and items of equipment" means furnaces, propane tanks and fittings, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, circuit breakers, and other similar items.

C. Builder - NVR, Inc., a Virginia corporation trading as Ryan Homes, Ryan Homes of New York, NVUrban, NVHomes, and Heartland Homes.

D. Electrical Systems - "Electrical Systems" means all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

E. Heating, Cooling and Ventilating Systems - "Heating, cooling, and ventilating systems" means all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

F. Load-bearing portions of the Home - "Load-bearing portions of the home" means the load-bearing portions of the:

1. Foundation system and footings;
2. Beams;
3. Girders;
4. Lintels;
5. Structural columns;
6. Load-bearing walls and partitions;
7. Floor framing systems;
8. Roof framing system; and
9. Porches (including screened-in) and decks installed by Builder during the initial construction of the New Home, specifically the roof framing system and deck footers.

G. Local Jurisdiction - "Local Jurisdiction" means any local government entity having permit and inspection requirements for the construction of a new home.

H. New Home

1. "New Home" means every newly constructed private dwelling unit and the fixtures and structure that are made a part of a newly constructed private dwelling unit at the time of construction.
2. "New Home" does not include:
   (i) Outbuilding, including detached garages and detached carports, except outbuildings that contain plumbing, electrical, heating, cooling, or ventilation systems serving the new home;
   (ii) Decks and/or Screened-in Porches which are not part of the original construction of the home installed by NVR
   (iii) Boundary walls;

(iv) Retaining walls not necessary for the structural stability of the new home;
(v) Landscaping;
(vi) Fences;
(vii) Off-site improvement;
(viii) Appurtenant recreational facilities, and
(ix) Other similar items.

I. New Home Warranty - "New Home Warranty" means a series of written promises made by a Builder that meets the requirements of this subtitle.

J. Owner - The "Owner" is defined as the original purchaser(s) and all subsequent owners (if any) who take both title and possession of the designated home within the applicable warranty periods for residential purposes.

K. Plumbing Systems - "Plumbing Systems" means:
1. Gas supply lines and fittings;
2. Water supply, waste, and vent pipes and their fittings;
3. Septic tanks and their drain fields;
4. water, gas, and sewer service piping and their extensions to the tie-in of a public utility connection; or
5. On-site wells and sewage disposal systems.

L. Structural Defect
1. "Structural Defect" means any defect in the load-bearing portions of a new home that adversely affects its load-bearing function to the extent that the home becomes or is in serious danger of becoming unsafe, unsanitary, or otherwise uninhabitable.

2. "Structural Defect" does not include damage caused by movement of the soil:
(i) Resulting from a flood, earthquake, acts of God, or
(ii) For which compensation has been provided.
(iii) Accidental loss or damage from causes beyond the fault and control of us, including but not limited to the following: fire, explosion, smoke, water escape, windstorm, frost, hail, lightning, flood, blasting, mining, falling trees, changes in the underground water table not reasonably foreseeable and earth movement not attributable to negligence on the part of us or its subcontractors or employees.

M. Warranty Date - "Warranty Date" means the first day that the original Purchaser occupies the new home, settles on the new home, makes the final contract payment on the new home, or obtains an occupancy permit for the new home if the home is built on the owner's property, whichever is earlier.

N. Warranty Period – "Warranty Period" means the period of warranty coverage (1 year, 2 year or 10 year) commencing on the Warranty Date.

APPENDIX B - BUILDING CODES

BUILDING CODES

Your home will be built according to the codes in force in your particular region during the time of construction.

Homeowner Limited Warranty

Name(s) of Original Purchaser(s):

_____

_____

Lot No.: _____

Community: _____

Municipality: _____

Settlement Date: _____

Note: Special, incidental and consequential damages are excluded under paragraph 10a, and implied warranties are limited under paragraph 10b. Please be sure to read this entire Homeowner Limited Warranty (the "Warranty").

SPECIAL WARNING REGARDING WINDOW SCREENS
The window and door screens, frames and fastening systems have been designed by the window, door and screen manufacturers only to keep most insects out of your Home. The manufacturers have not designed the system to support any weight other than that of the screen itself, therefore, the screen system will not prevent children or pets from falling through open windows to the ground below. Parents should be careful to prevent children and pets from leaning against the screens.

1. **PERSONS PROTECTED**
   This Warranty of NVR, Inc. (the "Builder") is extended to the original purchaser(s) identified above and to all subsequent owners (if any) who take both title and possession of the designated home (the "Home") within the applicable warranty periods for residential purposes (the "Purchaser").

2. **WARRANTY DATE**
   The "Warranty Date" is the first day the original Purchaser occupies the new home, settles on the new home, makes the final contract payment on the new home, or obtains an occupancy permit for the new home if the new home is built on the owner's property, whichever is earlier.

3. **ONE YEAR LIMITED WARRANTY ON THE BASIC HOME**
   Builder warrants that the Home and driveway, walkways, steps, patios, porches, fences (if any) and decks (if any) supplied by Builder with the Home under the same purchase agreement will be free from defects in materials and workmanship of the original construction for a period of one (1) year from the Warranty Date.

4. **TWO YEAR LIMITED WARRANTY MECHANICAL SYSTEMS**
   Builder warrants that the installation of the plumbing, electrical, and HVAC systems will be free from defects in workmanship of the original installation which appear at any time within two (2) years after the Warranty Date.

5. **TEN YEAR LIMITED WARRANTY AGAINST MAJOR STRUCTURAL DEFECTS**
   Builder warrants that the Home will be free from major structural defects in the materials or workmanship of the original construction which appear any time within ten (10) years after the Warranty Date, and which significantly affect the load-bearing functions of the Home or otherwise render it unsuitable for residential purposes.

6. MANUFACTURERS' WARRANTIES

Some appliances, equipment and other components included in the Home will be covered by separate written warranties of the manufacturers or suppliers of those items. These manufacturers' warranties are hereby assigned to the Purchaser as of the Warranty Date. All of the separate manufacturers' warranties represent the obligations of the manufacturers or suppliers of those components, and they are not warranties of the Builder. If and when any item covered by such a manufacturer's warranty is defective, the Purchaser must contact the manufacturer or supplier directly to seek the performance of the applicable manufacturer's warranty.

7. EXCLUSIONS FROM WARRANTY COVERAGE

a. Appliances, such as range tops, stoves, ovens, refrigerators, dishwashers, washers and dryers, microwaves, and other similar items. Please refer to the Manufacturer Warranties for these items.

b. Damage to real property that is not part of the Home covered by the Warranty or that is not included in the purchase price.

c. Bodily injury or damage to personal property.

d. Any defect in material supplied or work performed by anyone other than the Builder or the Builder's employees, agents or subcontractors.

e. Any damage that the Purchaser has not taken timely action to minimize or for which the Purchaser has failed to provide timely notice to the Builder.

f. Normal wear and tear or normal deterioration.

g. Insect damage, except where the Builder has failed to use proper materials or construction methods as required by local building codes.

h. Any loss or damage that arises while the Home is being used for nonresidential purposes.

i. Any damage to the extent it is caused or made worse by negligence, improper maintenance or improper operations by anyone other than the Builder or the Builder's employees, agents, or subcontractors.

j. Any damage to the extent it is caused or made worse by changes in grading or the ground by anyone other than the Builder, the Builder's employees, agents or subcontractors.

k. Any damage caused or made worse by the failure of the Purchaser to maintain adequate heat or air conditioning in the Home.

l. Any damage caused or made worse by a heavy item such as a waterbed or pool table. If Purchaser desires to use such an item, Purchaser should consult a structural engineer for advice on whether the floors of the Home can withstand the weight of the particular item desired to be used in the Home.

m. Any loss or damage caused by acts of God or natural occurrences.

n. Any loss or damage caused by naturally occurring gases such as radon and methane.

o. Any claim for which Purchaser files a claim under any insurance policy (including homeowners) and Purchaser fails to provide Builder the opportunity to inspect and make a determination of coverage

under this Warranty.

8. REMEDIAL ACTIONS TO BE TAKEN BY BUILDER

If and when a defect for which the Builder is responsible under Sections 3, 4 or 5 of this Warranty occurs, the Purchaser must give prompt and written notice to the Builder in the manner specified in Section 11. In that event, the Builder will repair, replace, or pay the reasonable cost of repairing or replacing the defective component. The Builder will have the right to decide in its own discretion which of those remedies it will provide. If the Builder voluntarily offers or furnishes any remedy not legally required of it in any one instance, that action will not create an obligation to do so in any other instance; nor will any remedial action taken by the Builder at any time extend the time periods or alter the scope or conditions of the Warranty relating to the Home.

9. SUBROGATION

If the Builder repairs, replaces or pays the cost of repairing or replacing under this Warranty any defect or component for which the Purchaser is covered by a manufacturer's warranty or by insurance, the Builder will be subrogated, automatically, to the rights of the Purchaser under that manufacturer's warranty or insurance coverage, to the extent of the costs paid or incurred by the Builder.

10. ADDITIONAL LIMITATIONS

a. Under no circumstances will the Builder be liable for special, incidental or consequential damages (including, but not limited to, bodily injury, death, loss of the use of the Home, damage to property of any kind not furnished by the Builder, or attorney's / expert's / consultant's fees and costs), regardless of the form of action or legal theory under which any claim is asserted against the Builder for breach of warranty, breach of contract, negligence or strict liability.

b. There is no express warranty of any kind, or implied warranty obligation (including, but not limited to, any implied warranty of merchantability, habitability, or fitness for a particular purpose) given or undertaken by the Builder in connection with the construction or sale of the Home, and relating to the quality or condition of any part of the Home, except for this Warranty. No officer, employee or agent of the Builder is authorized to grant any other express warranty or representation or undertake any implied warranty obligation beyond the provisions of this Warranty at any time.

c. The repair, replacement or payment remedy selected by the Builder will be the exclusive remedy for which the Builder will be liable with respect to the pertinent defect. In no event will the Builder be liable for repair costs or other Warranty obligations amounting in the aggregate to more than the purchase price of the Home.

11. SUBMITTING A WARRANTY CLAIM/SERVICE TICKET

During the Warranty periods of the home, if a concern arises that you as the Purchaser believe should fall under the coverage detailed in this Homeowner's Manual, please submit a service ticket by contacting Customer Care by one of the following methods:

Phone:	877-550-7926	
	Monday-Thursday	7:00 am – 9:00 pm EST
	Friday	7:00 am – 7:00 pm EST
Website:	www.myryanhome.com	

Once you have submitted a service request to Customer Care, you should expect a response within 1-3 business days. The Builder has thirty (30) days in which to address the concern. You must make yourself and your Home available to the Builder for inspection at a mutually agreeable time during

normal business hours (Monday through Friday) during this thirty (30) day period.

In all communications, be sure to include your full name, lot number, community name, address and daytime telephone number and be sure to describe clearly the nature of your claim and your expected outcome.

We have the right to waive the timeframes given above and such waiver shall not diminish or affect any rights or remedies available to the Builder under this Warranty.

12. PROCEDURE FOR REQUESTING ARBITRATION

If after thirty (30) days of submitting your service request to the Customer Care Center, you believe you have not obtained satisfactory performance under this Warranty, your sole remaining remedy is to file for binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (the "AAA") unless applicable law does not permit such arbitration to be binding upon the Purchaser. Arbitration shall be commenced by Purchaser by filing an AAA Demand for Arbitration form with the AAA and the Builder. The Purchaser shall be responsible for payment of the filing (administrative) fees of the American Arbitration Association. Purchaser agrees to make the Home and premises and any alleged defects available for inspection by the Builder and its representatives during normal business hours upon reasonable notice. Purchaser must file the Demand for Arbitration within ninety (90) days after the response by the Director of Customer Relations to the Internal Appeal claim, which may be a denial of the claim, or completion of work or payment of the claim. Your right to demand arbitration of the claim expires on the 91st day following the Internal Appeal claim response.

The arbitrator shall consider only whether the Builder is responsible for correction of an alleged warranted item. The arbitrator shall not determine, or consider, any claim involving consequential damages, personal injury or death, rescission of contract or any remedy other than repair or replacement or payment of the reasonable cost of repair or replacement. The arbitrator shall give the Builder the option of satisfying an arbitration award either by performance of the required repair(s) or payment of a sum certain representing the cost of having such repair(s) performed by a third party. The arbitrator may, however, award actual, reasonable shelter expenses during the term of repair if the arbitrator makes the specific finding that repair activity renders the Home either unsafe or uninhabitable during the term of repair.

The non-prevailing party in any arbitration shall pay all costs of the arbitration and all attorneys' fees.

13. EFFECT OF OTHER LAWS ON WARRANTY PROVISIONS

Notwithstanding any other provision of this Warranty, the Purchaser's rights and the Builder's obligations hereunder shall be without any force and effect and this Warranty shall be deemed superseded by any U.S. Government required warranty or other third-party warranty provided to Purchaser as required by local jurisdictions.

14. NOTICE REGARDING DELIVERY OF HOMEOWNERS MANUAL AND WARRANTY INFORMATION TO FUTURE PURCHASERS

In the event that you eventually decide to sell your Home, it is your responsibility to deliver this Homeowner's Manual and the Warranty information which it contains to any subsequent owner of the home.

Boston Environmental & Contracting, Inc.

November 21, 2019

Tiffani Jones
1001 Tanner Pl SE
Washington, DC 20032

Re: Mold Remediation Proposal: 1001 Tanner Pl SE, Washington, DC 20032
Proposal Number: 2019-BE&C-MR-2630

Dear Ms. Jones:

Boston Environmental & Contracting Inc. (BE&C) is pleased to provide the following proposal for the above referenced services at the property located at 1001 Tanner Pl SE, Washington, DC 20032. The services provided will be for **Tiffani Jones (**hereinafter referred to as the client).

BE&C's mission is to provide cost-effective environmental solutions for its clients through the teamwork of our highly trained, experienced and dedicated staff. BE&C has been serving clients for several years in the region. We maintain the necessary staff and equipment to provide these services and are prepared to enter a standard agreement for providing such services.

SCOPE OF SERVICES: MOLD REMEDIATION

- The removal of all mold impacted materials from the bathroom walls and living room ceiling of the property.
- The treatment of all wall cavities using industry recommended detergent from the bathroom of the property.
- Install encapsulation coatings on affected areas.

All services will be performed using recommendations from:

- The U.S. EPA mold remediation in schools and commercial buildings
- New York City Dept. of Health- Guideline on Assessment and Remediation of Fungi in indoor Environments
- The Institution of Inspection, Cleaning and Restoration, Standard and Reference Guide to Mold Remediation (IICRC S520, S500)
- Boston Environmental and Contracting, Inc. also follows all appropriate OSHA and CDC recommendation regarding workers safety and incidental exposure.
- Air scrubbing will be done during remediation.
- We estimate the work will be completed within two (2) days.

Post Remediation Testing

- Post remediation air sampling will be performed. If the results are not acceptable, cleaning and resampling will be performed until the results are at acceptable levels**.**

EXCLUSIONS:

1. Legal costs associated with the collection of contractual funds.

CONDITIONS AND ASSUMPTIONS

The quotation is based on performing the work during the **normal eight (8) hour workday**, Monday through Friday. Any **additional work hours requested in addition to or instead of the suggested hours** of Monday through Friday, along with holiday and Saturday hours must be provided to us in time for adjustments to be made to this quote. BE&C warrants that its services are performed within the limits prescribed by its clients; with the usual thoroughness and competence for

consulting services at the time the services are rendered. No other warranty or representation, either expressed or implied is included or intended in its proposal, contracts, or reports.

BE&C reserves to right to subcontract any part in its proposal, contracts, or reports. BE&C's liability shall be limited to injury or property damage caused by the negligence of BE&C. BE&C has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or conditions at the site, and/or which may arise in the future. The compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by such substances or conditions.

PROPOSAL AGREEMENT:

For budgetary purposes, based on the scope of work provided and our estimated time onsite, we estimate the total cost as follows:

Mold Remediation	**$1,700.00**
Clearance	**$ 500.00**
TOTAL	**$2,200.00**

Payment terms: ½ down at commencement and final payment due upon completion of job.
Accepted methods of payment: check or credit card (3% CC charge processing fee will apply)

GENERAL:

Our quotation remains in effect for up to thirty (30) days from the date of the proposal. If the proposal is not accepted within that period, it may be extended at the price quoted, or withdrawn, revised and resubmitted at our option. Any revision in pricing would be made to compensate BE&C for changes in price indices and pay scales applicable to the services rendered.

The client is expected to furnish BE&C with full information as to the client's requirements including any special or extraordinary services needed. The client will make available all pertinent existing data, drawings, blue prints, renovation contracts, Phase I reports and any other environmental reports or inspections.

This Proposal/ Agreement represents the entire understanding between BE&C and the client in respect of the proposal and may only be modified in writing signed by both parties.

The owner or owner's representative will be responsible for coordinating access for BE&C to perform the required work. We can schedule the work at the site in accordance with a schedule that is mutually agreed upon by all involved parties.

BE&C is pleased to have this opportunity to provide these services to your firm. Acceptance of this Proposal/Agreement will be indicated by the return to BE&C of a full copy of this Proposal/Agreement, with the client acceptance form (attached) completed and signed by the client or client's representative.

If you have any questions or comments regarding this proposal, please do not hesitate to contact us at (301)-300-6965 or via email at contacts@bostonenvinc.com.

Respectfully,



Henry J. Cooper
Operations Manager

Boston Environmental & Contracting, Inc.

Client Acceptance Form

Proposal:	Mold Remediation
Proposal Date:	November 21, 2019
Proposal Number:	**2019-BE&C-MR-2630**
Client:	Tiffani Jones
Location:	1001 Tanner Pl SE, Washington, DC 20032

PROPOSAL AGREEMENT:

For budgetary purposes, based on the scope of work provided and our estimated time onsite, we estimate the total cost as follows:

Mold Remediation	**$1,700.00**
Clearance	**$ 500.00**
TOTAL	**$2,200.00**

Payment terms: 1/2 down at commencement and final payment due upon completion of job.
Accepted methods of payment: check or credit card (3% CC charge processing fee will apply)

Accepted this ____ day of_____, 2019.

For: Tiffani Jones

Signature: _____

Name (please print) _____

Title: _____

Department of Consumer and Regulatory Affairs

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Business Licensing Division
1100 4th Street S.W.
Washington DC 20024

Date Issued : 04/10/2018
Category : 4003
License# : 70104232
License Period : 05/01/2018 - 04/30/2020

BASIC BUSINESS LICENSE

Billing Name and Address :

HENRY J. COOPER
Boston Environmental And Contracting, Inc.

1818 New York Avenue Ne
#202
Washington DC 20002

Premise/Application's Name and Address :

Boston Environmental And Contracting, Inc.

1818 NEW YORK AVE NE, STE# 202,
WASHINGTON, DC 20002

Registered Agent's Name and Address :

STEVE MITCHELL

201 Webster St Nw
Washington DC 20011

Owner's Name :

Corp. Name : Boston Environmental And Contracting, Inc.

Trade Name :

CofO/HOP# : CO1501056	SSL :	Zone :	Ward :	ANC :	PERM NO. :
		UNITS : 1			

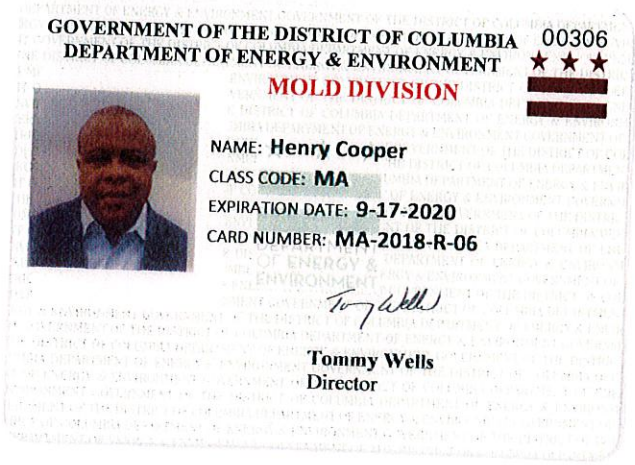
General Business - General Business Licenses

--THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES--

*License Effective from the later of Issued or Start of License-Period Date

Director :
Melinda Bolling

Date : 10/17/2018 4:08:39 PM



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF ENERGY & ENVIRONMENT
MOLD DIVISION

00306

NAME: Henry Cooper
CLASS CODE: MA
EXPIRATION DATE: 9-17-2020
CARD NUMBER: MA-2018-R-06

Tommy Wells
Director

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF ENERGY & ENVIRONMENT
MOLD DIVISION

00312



NAME: Henry Cooper
CLASS CODE: MR
EXPIRATION DATE: 9-17-2020
CARD NUMBER: MR-2018-R-01

Tommy Wells
Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shirneitha Ferguson
Insurance Solutions Associates, Inc. 1818 New York Avenue, NE Suite 224 Washington, DC 20002	PHONE (A/C, No, Ext): 301-505-6006 FAX (A/C, No): 301-505-6007 E-MAIL ADDRESS: Certificates@theinsursolutions.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : UNITED SPECIALTY INSURANCE COMPANY
INSURED BOSTON ENVIRONMENTAL AND CONTRACTING, INC. 1818 NEW YORK AVENUE, NE SUITE 202 WASHINGTON, DC 20002	INSURER B : PROGRESSIVE INSURER C : STATE NATIONAL INSURANCE COMPANY INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X POLLUTION LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	USA4246449	02/17/2019	02/17/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION LIAB	$ 2,000,000. $ 100,000. $ 5,000 $ 2,000,000. $ 2,000,000. $ 2,000,000. $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			05797231-2	12/30/2018	12/30/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 100,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $	X	X	USA4246450	02/17/2019	02/17/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000. $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	NFA0868491	02/17/2019	02/17/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			USA4246449	02/17/2019	02/17/2020	$2,000,000	$5,000 DED
A	Non Owned Disposal Site			USA4246449	02/17/2019	02/17/2020	$2,000,0000	$5,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <SF>

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Karma Home Designs LLC DBA
Karma Construction Grou
4005 Anancostia Ave NE
washington, DC 20019 US
info@karmahomedesigns.com

Estimate 2019-126

ADDRESS
Tiffany Jones
1001 Tanner Place SE
District of Columbia
Washington 20032
United States of America

DATE	TOTAL	EXPIRATION DATE
11/06/2019	$20,700.00	12/04/2019

P.O. NUMBER
Insurance Estimate

SALES REP
Jeff

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
All Work*	***All work in this contract is Labor and Construction Materials unless otherwise specified. It does not contain design finishes unless specified. Design finishes will be billed before ordering, only once payment is received will the materials be ordered.*** Construction Materials: Drywall, screws, PEX & PVC pipes and standard connections (does not include shark bite connections or copper pipe & fittings), wiring, glue, cement, plaster, durock, Standard lumber (Does not include specialty lumber), etc. This is what you do not see in a project. Design Finishes and Client Responsibilities: Permit cost's (this includes any specialty prints & copies, design work, and any other associated cost's) tile, countertops, vanity, lights, fans, paint, caulking, fixtures, flooring and moulding, HVAC systems, grout, tub, cabinets, roof materials, plumbing valves, copper pipe & fittings, Sharkbite connections (and other specialty connections), siding, ditra membrane and heated floor systems, insulation (includes foam board, spray foam, and fireblock), ductwork (this includes vent covers, flex-duct, etc.), speciality lumber, windows and doors, appliances, shower glass doors etc. This is what you see or also known as "Surface Materials" Pick up Fee: There is a 10% upcharge for all design items purchased via Home Depot or Lowes (big box office stores), to cover cost of labor, gas, mileage, etc. If client purchases materials and requests Karma to pick it up, there is a $75.00 fee per pick up. Labor and Materials: Includes labor and construction materials only. Does not include design finishes unless otherwise specified with an allowance.	1	0.00	0.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
25.01 Dumpster	Roll Off Container *1 dumpster. Each additional dumpster: $700.00. Optional:Truck load $250.00. Coordinate and place signs on street for no parking. Coordinate dumpster delivery. Dumpster permit not included, over weight fees and any additional fees are will be billed directly to client. Permit fees are separate.	1	700.00	700.00
04.09 Master BA Reno	Master Bathroom - Similar layout -Demolition of surface materials, demo drywall/plaster where needed. If reframing of wall is needed, TBD during demo -Install new subfloor with plywood and Durok or concrete subfloor not included, TBD during demo. -Reinstall new double vanity and sink faucet. -Reinstall toilet. -Install new shower and protective membrane. -Include shower bench and niche -Install new jet tub. Upgrade to freestanding bath option, redo plumbing: Addition $750.00 -Install new tile (Floor, Shower to ceiling, & Tub area 2 feet). Install tiled niche. -Minor Plumbing, new p-trap, new hot and cold water valves -Install tile or wood baseboards -Reinstall all switches and outlets -Reinstall new bathroom fixtures, medicine cabinet, and mirror. -Install glass sliding door for bathub or shower curtain (separate contract for custom shower door). -Prep and paint	1	15,500.00	15,500.00
24 Paint	Prep and paint ceiling from below from damage	1	500.00	500.00
Allowance	Allowances for all Design Finishes: Tile, countertops, vanity, lights, fans, paint, fixtures, flooring and moulding, HVAC systems, grout, tub, cabinets, roof materials, siding, speciality lumber, windows and doors, high end wood, appliances, shower glass doors etc. This is what you see or also known as "Surface Materials"	1	4,000.00	4,000.00

TOTAL $20,700.00

THANK YOU.

Accepted By

Accepted Date

SEEML Reference Number:
191030021

Southeast Environmental Microbiology Laboratories
102 Edinburgh Court
Greenville, SC 29607
Phone: (864) 233-3770
FAX: (864) 233-6589

The information and data for **Unbiased Mold Testing** has been checked for thoroughness and accuracy. The following reports are contained within this document:

- ☒ Surface/Bulk Report
- ☒ Spore Trap Report
- ☐ Andersen Fungal Report
- ☐ Quantitative Fungal Report

Lab Manager Review: Rafael Berrios Date: 10/30/19

Thank you for using SEEML laboratories. We strive to provide superior quality and service.
SEEML laboratories are accredited through AIHA-LAP, LLC (EMLAP # 173667) for the analysis of Spore Traps and Surface/Bulk Samples.

The data within this report is reliable to three significant figures. The third significant figure is technically unjustified. In this instance, the third figure is reported as an estimate to facilitate the interpretation by the customer.

Confidentiality Notice:
The document(s) contained herein are confidential and privileged information, intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the document(s) is strictly prohibited. If you have received this document in error, please immediately notify us by telephone to arrange for its return. Thank you.

Guidelines for Interpretation:
No accepted quantitative regulatory standards currently exist by which to assess the health risks related to mold and bacterial exposure. Molds and bacteria have been associated with a variety of health effects and sensitivity varies from person to person.
Several organizations, including: the American Conference of Government Industrial Hygienists (ACGIH); the American Industrial Hygiene Association (AIHA); the Indoor Air Quality Association (IAQA); the United States Environmental Protection Agency (USEPA); the Centers for Disease Control (CDC), as well as the California Department of Health Services (CADHS), have all published guidelines for assessment and interpretation of mold resulting from water intrusion in buildings.

Interpretation of the data and information within this document is left to the company, consultant, and/or persons who conducted the fieldwork.

Spore Trap Report

	Date Sampled: 10/29/19
Attn: Unbiased Mold Testing LLC	Date Received: 10/30/19
Ken Broughton Associates	Date Analyzed: 10/30/19
1220 L St. NW #100-314	Date Reported: 10/30/19
Washington, DC 20005	Date Revised:
	Project Name: Tiffany Jones
	Project Address: 1001 Tanner Pl SE
	Project City, State, ZIP: Washington DC
	SEEML Reference # : 191030021

TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEEML SOP 7

Client Sample ID	3207811			3207808					
Location	Outside			Bathroom					
Lab Sample ID	191030021-055			191030021-056					
Detection Limit (spores/m^3)	13			13					
Hyphal Fragments				6	78				
Pollen									
Spore Trap Used	Allergenco			Allergenco					
	raw ct.	spores/m^3	%	raw ct.	spores/m^3	%			
Alternaria									
Ascospores	27	351	13						
Basidiospores	102	1330	50	69	897	43			
Bipolaris/Drechslera									
Chaetomium				8	104	5			
Cladosporium	69	897	34	24	312	15			
Curvularia									
Epicoccum									
Cercospora									
Fusarium									
Memnoniella									
Nigrospora									
Penicillium/Aspergillus				57	741	36			
Polythrincium									
Rusts									
Smuts/Periconia/Myxomy	6	78	3	1	13	<1			
Spegazzinia									
Stachybotrys									
Stemphylium									
Tetraploa									
Torula									
Ulocladium									
Colorless/Other Brown*									
Oidium									
Zygomycetes									
Pithomyces									
Background debris (1-5)**	3			3					
Sample Volume(liters)	75			75					
TOTAL SPORES/M^3	204	**2660**		159	**2070**				

Comments/Revisions:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

The analytical sensitivity is the spores/m^3 divided by the raw count, expressed in spores/m^3. The limit of detection is the analytical sensitivity (in spores/m^3) multiplied by the sample volume (in liters) divided by 1000 liters.

*Colorless,other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.

**Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2= Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.

Disclaimer: The sample results are determined by the sample volume, which is privided by the customer.
This report relates only to the samples tested as they were received.

102 Edinburgh Court
Greenville, SC. 29607
Phone: (864) 233-3770

Rafael Berrios

Rafael Berrios, Approved Laboratory Signatory

AIHA-LAP, LLC EMLAP #173667

Texas Lic: LAB1016

Form 18.0 Rev 8 03/13/19

Surface and Bulk Sample Report

	Date Sampled: 10/29/19
Attn: Unbiased Mold Testing LLC	Date Received: 10/30/19
Ken Broughton Associates	Date Analyzed: 10/30/19
1220 L St. NW #100-314	Date Reported: 10/30/19
Washington, DC 20005	Date Revised:
	Project Name: Tiffany Jones
	Project Address: 1001 Tanner Pl SE
	Project City, State ZIP: Washington DC
	SEEML Reference #: 191030021

TEST METHOD: Direct Microscopic Examination (SEEML SOP 18)

Client Sample ID				
Location	Bathroom Shower			
SEEML Sample ID	191030021-057			
Sample Type	Swab			
	Quantification*			
Hyphal Fragments	**L**			
Pollen				
General Impressions **	**FG**			
Fungal Spore:				
Alternaria				
Acremonium				
Ascospores				
Basidiospores				
Bipolaris/Drechslera				
Cercospora				
Chaetomium	**M**			
Cladosporium				
Curvularia				
Epicoccum				
Fusarium				
Geotrichum sp.				
Memnoniella				
Myxomycetes				
Nigrospora				
Penicillium/Aspergillus	**VL**			
Pithomyces				
Rusts/Smuts				
Stachybotrys				
Torula				
Ulocladium				

**** General Impressions: NFG = No Fungal Growth, FG = Fungal Growth, MFG = Minimal Fungal Growth Or Growth in vicinity**

Quantification of fungal growth is done by semi-quantitative grading using the following ranges:

Scattered Spores, 1-20 fungal spores

VL = 21-100 fungal spores **L = 101-1,000 fungal spores** **M = 1,001-10,000 fungal spores** **H = >10,000 fungal spores**

ND = No Fungal Spores Detected

Disclaimer: This report relates only to the samples tested

Respectfully submitted, SEEML

Rafael Berrios, Approved Laboratory Signatory

102 Edinburgh Court
Greenville, SC 29607
Phone: (864) 233- 3770
Fax: (864) 233- 6589

AIHA-LAP, LLC EMLAP # 173667

Form 46.0 Rev 5 12/01/17

Fungal Descriptions

Alternaria sp.

Aw - 0.89. Conidia dimensions: 18-83 x 7-18 microns. A very common allergen with an IgE mediated response. It is often found in carpets, textiles and on horizontal surfaces in building interiors. Often found on window frames. Outdoors it may be isolated from samples of soil, seeds and plants. It is commonly found in outdoor samples. The large spore size, 20 - 200 microns in length and 7 - 18 microns in sizes, suggests that the spores from these fungi will be deposited in the nose, mouth and upper respiratory tract. It may be related to bakers' asthma. It has been associated with hypersensitivity pneumonitis. The species *Alternaria alternata* is capable of producing tenuazonic acid and other toxic metabolites that may be associated with disease in humans or animals. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchiospasms; chronic cases may develop pulmonary emphysema.

Ascospore

A spore borne in a special cell called an ascus. Spores of this type are reported to be allergenic.
All ascomycetes, members of a group of fungi called Ascomycotina, have this type of spore. The minute black dots on rotting wood and leaves or the little cups on lichens are examples of ascomycetes; another is the "truffle" mushroom.

Aspergillus/Penicillium

These are two of the most commonly found allergenic fungi in problem buildings. *Aspergillus* comes in many varieties (species). Many of the varieties produce toxic substances. It may be associated with symptoms such as sinusitis, allergic bronchiopulmonary aspergillosis, and other allergic symptoms.
Penicillium is a variety of mold that is very common indoors and is found in increased numbers in problem buildings. It also has many varieties, some of which produce toxic substances. The symptoms are allergic reactions, mucous membrane irritation, headaches, vomiting, and diarrhea.
Because the spores of *Aspergillus* and *Penicillium* are very similar, they are not differentiated by microscopic analysis and are reported together.

Aspergillus sp.

Aw 0.75 - 0.82. Reported to be allergenic. Members of this genus are reported to cause ear infections. Many species produce mycotoxins that may be associated with disease in humans and other animals. Toxin production is dependent on the species or a strain within a species and on the food source for the fungus. Some of these toxins have been found to be carcinogenic in animal species. Several toxins are considered potential human carcinogens. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchiospasms; chronic cases may develop pulmonary emphysema; may also be associated with sinusitis, allergic bronchiopulmonary aspergillosis, and other allergic symptoms.

Basidiospore

Spore from basidiomycetes. Many varieties are reported to be allergenic.

Bipolaris sp.

A fungus with large spores that could be expected to be deposited in the upper respiratory tract. This fungus can produce the mycotoxin - sterigmatocystin, which has been shown to produce liver and kidney damage when ingested by laboratory animals.

Botrytis sp.

Aw 0.93. Conidia dimensions: 7-14 x 5-9 microns. It is parasitic on plants and soft fruits. Found in soil and on house plants and vegetables, it is also known as "gray mold". It causes leaf rot on grapes, strawberries, lettuce, etc. It is a well-known allergen, producing asthma type symptoms in greenhouse workers and "wine grower's lung".

Cercaspora

Common outdoors in agricultural areas, especially during harvest. Parasite of higher plants, causing leaf spot. Commonly found as parasites on higher plants.

Chaetomium sp.

large ascomycetous fungus producing perithecia. It is found on a variety of substrates containing cellulose, including paper and plant compost. It has been found on paper in sheetrock. It can produce an *Acremonium*-like state on fungal media. Varieties are considered allergenic and have been associated with peritonitis, cutaneous lesions, and system mycosis.

Cladosporium sp.

Aw 0.88; Aw 0.84. Most commonly identified outdoor fungus. The outdoor numbers are reduced in the winter. The numbers are often high in the summer. Often found indoors in numbers less than outdoor numbers. It is a common allergen. Indoor *Cladosporium* sp. may be different than the species identified outdoors. It is commonly found on the surface of fiberglass duct liners in the interior of supply ducts. A wide variety of plants are food sources for this fungus. It is found on dead plants, woody plants, food, straw, soil, paint, and textiles. Produces greater than 10 antigens. Antigens in commercial extracts are of variable quality and may degrade within weeks of preparation. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include skin lesions, eye ulceration, mycosis (including onychomycosis, an infection of the nails of the feet or hands) edema and bronchiospasms; chronic cases may develop pulmonary emphysema.

Curvularia sp.

Reported to be allergenic and has been associated with allergic fungal sinusitis. It may cause corneal infections, mycetoma, and infections in immune compromised hosts.

Dreschlera sp.

Conidia dimensions: 40-120 x 17-28 microns. Found on grasses, grains and decaying food. It can occasionally cause a corneal infection of the eye.

Epicoccum sp.

Conidia dimensions: 15-25 microns. A common allergen. It is found in plants, soil, grains, textiles and paper products.

Fusarium sp.

Aw 0.90. A common soil fungus. It is found on a wide range of plants. It is often found in humidifiers. Several species in this genus can produce potent trichothecene toxins. The trichothecene (scirpene) toxin targets the following systems: circulatory, alimentary, skin, and nervous. Produces vomitoxin on grains during unusually damp growing conditions. Symptoms may occur either through ingestion of contaminated grains or possibly inhalation of spores. The genera can produce hemorrhagic syndrome in humans (alimentary toxic aleukia). This is characterized by nausea, vomiting, diarrhea, dermatitis, and extensive internal bleeding. Reported to be allergenic. Frequently involved in eye, skin, and nail infections.

Myxomycetes

Members of a group of fungi that is included in the category of "slime molds". They're occasionally found indoors, but mainly reside in forested regions on decaying logs, stumps, and dead leaves. Myxomycetes display characteristics of fungi *and* protozoans. In favorable (wet) conditions they exhibit motile, amoeba-like cells, usually bounded only by a plasma membrane, that are variable in size and form. During dry spells, they form a resting body (sclerotium) with dry, airborne spores. These fungi are not known to produce toxins, but can cause hay fever and asthma.

Memnoniella

Contaminant, found most often with Stachybotrys on wet cellulose. Forms in chains, but it are very similar to Stachybotrys and sometimes is considered to be in the Stachybotrys family. Certain species do produce toxins very similar to the ones produced by Stachybotrys chartarum and many consider the IAQ importance of Memnoniella to be on par with Stachybotrys. Allergenic and infectious properties are not well studied.

Nigrospora sp.

Commonly found in warm climates, this mold may be responsible for allergic reactions such as hay fever and asthma. It is found on decaying plant material and in the soil. It is not often found indoors.

Oidium sp.

The asexual phase of *Erysiphe* sp. It is a plant pathogen causing powdery mildews. It is very common on the leaves stems, and flowers of plants. The health effects and allergenicity have not been studied. It does not grow on non-living surfaces such as wood or drywall.

Penicillium sp.

Aw 0.78 - 0.88. A wide number of organisms have been placed in this genus. Identification to species is difficult. Often found in aerosol samples. Commonly found in soil, food, cellulose and grains. It is also found in paint and compost piles. It may cause hypersensitivity pneumonitis, allergic alveolitis in susceptible individuals. It is reported to be allergenic (skin). It is commonly found in carpet, wallpaper, and in interior fiberglass duct insulation. Some species can produce mycotoxins. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchiospasms; chronic cases may develop pulmonary emphysema. It may also cause headaches, vomiting, and diarrhea.

Periconia sp.

found in soil, blackened and dead herbaceous stems leaf spots, grasses, rushes, and sedges. Almost always associated with other fungi. Rarely found growing indoors. Reportedly associated with a rare case of mycotic keratitis.

Pithomyces sp.

A common mold found on dead leaves, plants, soil and especially grasses. Causes facial eczema in ruminants. It exhibits distinctive multi-celled brown conidia. It is not know to be a human allergen or pathogen. It is rarely found indoors, although it can grow on paper.

Polythrincium sp.

Polythrincium species comprise a very small proportion of the fungal biota. This genus is somewhat related to Ramularia. No information is available regarding health effects, or toxicity. Allergenicity has not been studied. Our laboratory has never seen this organism growing on environmental surfaces. May be identified in air on spore trap samples (spores have distinctive morphology). Also, spores may be seen in dust as part of the normal influx of outdoor microbial particles. Natural habitat is on leaves.

Rusts/Smuts

These fungi are associated with plant diseases. In the classification scheme of the fungi, the smuts have much in common with the rusts, and they are frequently discussed together. Both groups produce wind-borne, resistant teliospores that serve as the basis for their classification and their means of spread. Rusts usually attack vegetative regions (i.e., leaves and stems) of plants; smuts usually are associated with the reproductive structures (seeds). They can cause hay fever and asthma.

Spegazzinia

Spegazzinia species comprise a very small proportion of the fungal biota. This genus is somewhat related to other lobed or ornamented genera such as Candelabrum. No information is available regarding health effects or toxicity. Allergenicity has not been studied. Usually identified on spore trap samples where it is seen every few weeks. (Spores have very distinctive morphology.) May also be found in air by culturable (Andersen) samples if a long enough incubation period is provided so that sporulation occurs. Our laboratory has never found this organism growing on indoor environmental surfaces. Natural habitat includes soil and many kinds of trees and plants.

Stachybotrys sp.

Aw - 0.94 , optimum Aw ->0.98. Several strains of this fungus (*S. atra, S. chartarum* and *S. alternans* are synonymous) may produce a trichothecene mycotoxin- Satratoxin H - which is poisonous by inhalation. The toxins are present on the fungal spores. This is a slow growing fungus on media. It does not compete well with other rapidly growing fungi. The dark colored fungus grows on building material with high cellulose content and low nitrogen content. Areas with a relative humidity above 55%, and are subject to temperature fluctuations, are ideal for toxin production.
Individuals with chronic exposure to the toxin produced by this fungus reported cold and flu symptoms, sore throats, diarrhea, headaches, fatigue, dermatitis, intermittent local hair loss and generalized malaise. Other symptoms include coughs, rhinitis, nosebleed, a burning sensation in the nasal passages, throat, and lungs, and fever. The toxins produced by this fungus will suppress the immune system affecting the lymphoid tissue and the bone marrow. Animals injected with the toxin from this fungus exhibited the following symptoms: necrosis and hemorrhage within the brain, thymus, spleen, intestine, lung, heart, lymph node, liver, and kidney. Affects by absorption of the toxin in the human lung are known as pneumomycosis.
This organism is rarely found in outdoor samples. It is usually difficult to find in indoor air samples unless it is physically disturbed (or possibly -this is speculation- a drop in the relative humidity). The spores are in a gelatinous mass. Appropriate media for the growth of this organism will have high cellulose content and low nitrogen content. The spores will die readily after release. The dead spores are still allergenic and toxigenic. Percutaneous absorption has caused mild symptoms.

Stemphylium sp.

Reported to be allergenic. Isolated from dead plants and cellulose materials.

Taeniolella sp.

contaminant primarily grows on wood. It was isolated from human cutaneous and subcutaneous lesions.

Torula sp.

Found outdoors in air, soil, on dead vegetation, wood, and grasses. Also found indoors on cellulose materials. Reported to be allergenic and may cause hay fever and asthma.

Tetraploa

Tetraploa species comprise a very small proportion of the fungal biota. This genus is somewhat related to Triposporium and Diplocladiella. The only reported human infections are two cases of keratitis (1970, 1980) and one case of subcutaneous infection of the knee (1990). No information is available regarding other health effects or toxicity. Allergenicity has not been studied. Usually identified on spore trap samples where it is seen every few weeks. (Spores have very distinctive morphology.) Our laboratory has never found this organism growing on indoor environmental surfaces. Natural habitat includes leaf bases and stems just above the soil on many kinds of plants and trees.

Ulocladium sp.

Aw 0.89. Isolated from dead plants and cellulose materials. Found on textiles.

Zygomycetes

Zygomycetes are one of the four major groups of fungi, the others being the Oomycetes, the Ascomycetes, and the Basidiomycetes. Zygomycetes are common, fast growing, and often overgrow and/or inhibit other fungi nearby. Rhizopus and Mucor are two of the most common Zygomycetes seen in the indoor environment. However, others are seen as well, including Syncephalastrum, Circinella, Mortierella, Mycotypha, Cunninghamella, and Choanephora. For further information, please see descriptions of these individual genera.

The following table lists mycotoxins that are produced by certain types of fungi:

Fungi	Mycotoxin
Acremonium crotocinigenum	Crotocin
Aspergillus favus	Alfatoxin B, cyclopiazonic acid
Aspergillus fumigatus	Fumagilin, gliotoxin
Aspergillus carneus	Critrinin
Aspergillus clavatus	Cytochalasin, patulin
Aspergillus Parasiticus	Alfatoxin B
Aspergillus nomius	Alfatoxin B
Aspergillus niger	Ochratoxin A, malformin, oxalicacid
Acremonium crotocinigenum	Crotocin
Aspergillus nidulans	Sterigmatocystin
Aspergillus ochraceus	Ochratoxin A, penicillic acid
Aspergillus versicolor	Sterigmatocystin, 5 ethoxysterigmatocystin
Aspergillus ustus	Ausdiol, austamide, austocystin,brevianamide
Aspergillus terreus	Citreoviridin
Alternaria	Alternariol, altertoxin, altenuene, altenusin, tenuazonic acid
Arthrinium	Nitropropionic acid
Bioploaris	Cytochalasin, sporidesmin, sterigmatocystin
Chaetomium	Chaetoglobosin A,B,C. Sterigmatocystin
Cladosporium	Cladosporic acid
Clavipes purpurea	Ergotism
Cylindrocorpon	Trichothecene
Diplodia	Diplodiatoxin
Fusarium	Trichothecene, zearalenone
Fusarium moniliforme	Fumonisins
Emericella nidulans	Sterigmatocystin
Gliocladium	Gliotoxin
Memnoniella	Griseofulvin , dechlorogriseofulvin, epi-decholorgriseofulvin, trichodermin, trichodermol
Myrothecium	Trichothecene
Paecilomyces	Patulin, viriditoxin
Penicillium aurantiocandidum	Penicillic acid
Penicillium aurantiogriseum	Penicillic acid
Penicillium brasilanum	Penicillic acid
Penicillium brevicompactum	Mycophenolic acid
Penicillium camemberti	Cyclopiazonic acid
Penicillium carneum	Mycophenolic acid, Roquefortine C
Penicillium crateriforme	Rubratoxin

Penicillium citrinum	Citrinin
Penicillium commune	Cyclopiazonic acid
Penicillium crustosum	Roquefortine C
Penicillium chrysogenum	Roquefortine C
Penicillium discolor	Chaetoglobosin C
Penicillium expansum	Citrinin, Roquefortine C
Penicillium griseofulvum	Roquefortine C, cyclopiazonic acid, griseofulvin
Penicillium hirsutum	Roquefortine C
Penicillium hordei	Roquefortine C
Penicillium nordicum	Ochratoxin A
Penicillium paneum	Roquefortine C
Penicillium palitans	Cyclopiazonic acid
Penicillium polonicum	Penicillic acid
Penicillum roqueforti	Roquefortine C, Mycophenolic acid
Penicillium veridicatum	Penicillic acid
Penicillium verrucosum	Citrinin, ochratoxin A
Penicillium/ Aspergillus	Patulin
Penicillium/ Aspergillus/Alternaria	Glitoxin
Phomopsis	Macrocyclic trichothecenes
Phoma	Brefeldin, cytochalasin, secalonic acid, tenuazonic acid
Pithomyces	Sporidesmin
Rhizoctonia	Slaframine
Rhizopus	Rhizonin
Sclerotinia	Furanocoumarins
Stachybotrys chartarum	Iso-satratoxin F, roridin E, L-2, satratoxin G & H, trichodermin, trichodermol, trichothecene
Torula	Cytotoxins
Trichoderma	Trichodermin, trichodermol, gliotoxin
Trichothecium	Trichothecene
Wallemia	Walleminol
Zygosporium	Cytochalasin

General terms

Allergen

An allergen is a substance that elicits an IgE antibody response and is responsible for producing allergic reactions. Chemicals are released when IgE on certain cells come into contact with an allergen. These chemicals can cause injury to surrounding tissue - the visible signs of an allergy. Only a few fungal allergens have been characterized but all fungi are thought to be potentially allergenic. Fungal allergens are proteins found in either the mycelium or spores

"Black mold"

The poorly defined term? Black mold? Or? Toxic black mold? Has usually been associated with the mold *Stachybotrys chartarum*. While there are only a few molds that are truly black, there are many that can appear black. Not all molds that appear to be black are *Stachybotrys*.

Fungi

Fungi are neither animals nor plants and are classified in a kingdom of their own? The Kingdom of Fungi. Fungi include a very large group of organisms, including molds, yeasts, mushrooms and puffballs. There are >100,000 accepted fungal species but current estimates range to 1.5 million species. Mycologists (people who study fungi) have grouped fungi into four large groups according to their method of reproduction.

Hidden mold

This refers to visible mold growth on building structures that is not easily seen, including the areas above drop ceilings, within a wall cavity (the space between the inner and outer structure of a wall), inside air handlers, or within the ducting of a heating/ventilation system.

Microbial Volatile Organic Compounds (MVOCs)

Fungi produce chemicals as a result of their metabolism. Some of these chemicals, MVOCs, are responsible for the characteristic moldy, musty, or earthy smell of fungi, whether mushrooms or molds. Some MVOCs are considered offensive or annoying. Specific MVOCs are thought to be characteristic of wood rot and mold growth on building materials. The human nose is very sensitive to mold odors and sometimes more so than current analytical instruments.

Mold

Molds are a group of organisms that belong to the Kingdom of Fungi (see Fungi). Even though the terms mold and fungi had been commonly referred to interchangeably, all molds are fungi, but not all fungi are molds.

Mycotoxin

Mycotoxins are compounds produced by some fungi that are toxic to humans or animals. By convention, the term? Mycotoxin? Excludes mushroom toxins. Fungi that produce mycotoxins are called "toxigenic fungi.

Spore

General Term for a reproductive structure in fungi, bacteria and some plants. In fungi, the spore is the structure which may be used for dissemination and may be resistant to adverse environmental conditions.

Toxic mold

The term? Toxic mold" has no scientific meaning since the mold itself is not toxic. The metabolic byproducts of some molds may be toxic (see mycotoxin).

Hypha (plural, hyphae)

An individual fungal thread or filament of connected cells; the thread that represents the individual parts of the fungal body.

UNBIASED MOLD INSPECTION & TESTING
888-786-6653

Client Name: ***Tiffany Jones***

Location Address: ***1001 Tanner Pl SE, Washington, DC***

Inspection Date: ***10/29/2019***

Inspection Time: **12:00 pm**

Inspector: ***Ken Broughton***

BASIC MOLD INSPECTION DETAILS

A basic mold inspection by an UMI&T inspector includes a full visual assessment of a property's readily accessible areas with use of specific tools of our trade in order to identify any possible "red flags" that could be causing a mold growth problem. This microbial evaluation included the collection of at least two or more spore-trap air samples and direct swab samples to identify airborne microbiological contamination. Airborne mold spore-trap samples were collected using a high volume air-sampling pump. Mold spore-trap air samples were collected through an *Allergenco-D* on laboratory prepared slides with the flow rate set at 15 liters per minute for five (5) minutes, for a total volume of 75 liters of air. Air samples were sealed and labeled prior to being submitted for analysis.

Analytical results
Samples were analyzed by Southeast Environmental Microbiology Laboratories (SEEML) in Greenville, South Carolina. SEEML is licensed by the Department of State Health Services (DSHS) (#LAB1016, 8/22/14).

Inspection Summation

There were significant issues found.

First, an elevated count of Chaetomium was measured in the Bathroom Air Sample. Chaetomium is very toxic and does not normally occur in nature and hence any non-trivial measurement of Chaetomium is considered elevated. A Chaetomium count of 104 spores/m^3 was measured in the Bathroom Air Sample.

There was also a significant issue of concern discovered in the Bathroom Shower Surface Sample. The Bathroom Shower Surface Sample was determined to be Penicillium/Aspergillus (Very Light Fungal Growth), and Chaetomium (Moderate Fungal Growth). The issue of concern is that Chaetomium is a zero-tolerance, toxic-type mold, that is rarely found in nature, and thus is reported as elevated in any non-trivial amount found as it is highly toxic.

Chaetomium is allergenic and/or toxic, and gives off toxins through metabolization which can make some people sick. Some are more susceptible than others depending on age, genes, allergies, their immune system, and probably a number of other factors yet to be discovered.

Remediation of property is recommended!

Air Sample Results: Typically, the source of indoor mold spores is from the outdoor environment. In a well-maintained building, indoor airborne microbial concentrations are lower than outdoor concentrations with similar types of mold present indoors and outdoors.

Mold Spore-trap Air Sample Results: The table below presents sample results of the mold spore air samples collected. Indoor concentrations are compared to outdoor "background" concentrations. Also noted is the total spore concentration of the sample. Results of all samples can be found in the attached Laboratory Analytical Report. All results are presented in spore counts per cubic meter of air (counts/m^3). These results indicate a possible source or mold reservoir, which has become airborne.

Laboratory Results - *spore counts per cubic meter of air (counts/m^3)*

Sample Location	Spore Types	Total Spore Concentration
Bedroom – (air sample)	Basidiospores – 897/m^3 **Chaetomium – 104/m^3** Cladosporium - 312/m^3 Penicillium/Aspergillus – 741/m^3 Smuts/Periconia/Myxomy – 13/m^3	*2070/m^3*
Bathroom Shower – (surface sample)	Chaetomium – Moderate Fungal Growth Penicillium/Aspergillus – Very Light Fungal Growth	n/a

Please Note: *Results of Outdoor samples (and others molds found but not elevated above outdoor levels) are found in the attached Laboratory Analytical Report.
*Air quality tests are a key component of any total assessment program.
***Bold items in the above chart are noted as non-similar to outdoor species**
*Highlighted items above are considered **elevated** beyond healthy levels.

(Most toxic-type mold exceeding 1,000/m^3 over the control (outside) measurement is to be considered elevated. Chaetomium is reported as elevated in any **non-trivial** amount found as it is highly toxic and not normally found in nature.

THE MOLD REMEDIATION CONTRACTOR AND COMPANY IS RESPONSIBLE FOR ESTIMATING QUANTITIES AND EXAMINING THE LOCATION OF MOLD AND/OR MOISTURE DAMAGED MATERIAL

********* END OF SCOPE OF WORK *********

Inspector: Ken Broughton

Recommendations:

Based on the analytical results and observations made at the time of our evaluation, we recommend the following:

- In all situations, the underlying cause of water accumulation must be rectified or fungal growth will reoccur or expand. Any water infiltration should be stopped and the area thoroughly cleaned immediately to prevent and limit mold growth. Water damaged walls should be opened and relative humidity should be maintained at levels below 60% to further inhibit mold growth.
- To reduce any elevated levels of mold spores within the residence, cleaning of all surfaces in the area should be performed, including: 1) Porous surfaces (i.e. fabrics, etc.) using a vacuum cleaner equipped with a High Efficient Particulate Air (HEPA) filter; 2) Non-porous surfaces (i.e. walls, ceilings, doors, windows, etc.) wiped-down with a mild detergent or disinfectant; and 3) Heating, Ventilation and Air Conditioning (HVAC) filter replaced and the HVAC duct and equipment cleaned by a qualified duct and mechanical contractor. In addition, airborne concentrations of mold should be reduced during remediation by the use of ambient air cleaners equipped with HEPA filtration to scrub the air within the home and within the enclosure.
- The areas identified with fungal growth should be considered the immediate work-areas which are considered potentially hazardous. These areas should be isolated from the balance of the building, and properly cleaned and decontaminated by a Licensed Mold Remediation Contractor under a Mold Remediation Protocol prepared by a Licensed Mold Assessment Company.
- A Licensed Mold Remediation Contractor should remove the confirmed microbial growth identified.
- A Licensed Assessment Consultant should perform Post-Remediation Assessment and Clearance testing following the completion of removal.

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Limitations

This report has been prepared to assist our client in evaluating for microbiological contamination at the noted address. Our objective was to perform our work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based solely upon visual observations of the site, at the time of the evaluation, and results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. Quantities are preliminary quantities based on observations during the evaluation and should not be used to prepare a removal cost bid. Unbiased Mold Inspection & Testing cannot act as insurers, and no expressed or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, at the time and place the services were rendered. The size of the area impacted by fungal contamination primarily based on experienced judgment and practicality. Additionally other possible hazards such as asbestos and lead-based paint could be present and may require proper sampling, additional procedures, such as personnel project design, on-site monitoring, protective equipment, clearance testing and specific disposal requirements. No other environmental issues were included as part of this evaluation. Other unidentified microbiological contamination may be located in inaccessible areas. Precaution should be used during remediation. The condition of the microbiological contamination may change gradually or suddenly, depending upon time and conditions.

MOLD REMEDIATION PROTOCOL

The Mold Remediation Contractor agrees to accomplish all remediation work in accordance with this Remediation Protocol, and all applicable city, state, and federal regulations. The Mold Remediation Contractor shall provide all labor, materials, equipment, and supplies for the proper enclosure, removal, and disposal of the following approximate quantities of materials.

MOLD REMEDIATION CONTRACTOR AND COMPANY'S RESPONSIBILITY

The Mold Remediation Contractor and Company shall assume full responsibility and liability for compliance with all applicable city, state, and federal regulations pertaining to employees, work practices, transport, disposal, protection of workers, visitors to the site, security of the work area, and persons occupying areas adjacent to the work area. The Mold Remediation Contractor and Company shall hold the Owner and Consultant harmless for failure to comply on the part of himself, his employees, or his subcontractors. Responsibilities of local, state, and federal regulations include, but are not limited to, the following:

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OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

- Occupational Safety and Health Administration, A Brief Guide to Mold in the Workplace
- Respiratory Protection: Title 29, Part 1910, Section 134 of the Code of Federal Regulations

EPA: U.S. Environmental Protection Agency (EPA), including but not limited to:

- Environmental Protection Agency, Mold Remediation in Schools and Commercial Buildings

DSHS: Department of State Health Services (DSHS) Mold Assessment and Remediation Rules.

SUBMITTALS

Pre-Job Submittals: If a Licensed Contractor is used, prior to start of work, as a minimum, one copy of the following should be provided to the Owner prior to start of work and kept at the project site for the duration of the project:

- Insurance Certificate,
- Mold Remediation Company DSHS licensing,
- Mold Remediation Contractor DSHS licensing,
- Mold Remediation Worker Registration,
- Mold Remediation Worker Documentation, including evidence that all workers have received proper training and are registered as required by regulations; medical examinations required by OSHA 29 CFR Parts 1910 and 1926, and respiratory fit test for each worker who is to be at the jobsite,
- Material Safety Data Sheets (MSDS) for any products specified to be utilized on this project shall be provided to the Consultant by the Mold Remediation Contractor or Company prior to the commencement of work, and
- Notices to Suppliers: Submit copies of any notices sent to suppliers of rental equipment and vehicles informing them of the nature of the use of their equipment.

Post-Job Submittals: If a Licensed Contractor is used, within one week following completion of work, the Mold Remediation Contractor or Company is to submit one (1) copy of all post-job submittals to the Owner and Consultant. These submittals shall include, but are not limited to:

- All items listed in the Pre-Job Submittals,
- Photographs of the work areas before and after the remediation,
- Any change orders,
- Any accidents (including minor accidents),
- Results of any air monitoring performed by the Mold Remediation Contractor or Company, and
- A Certificate of Mold Remediation on a form adopted by the Commissioner of Insurance with a statement by a Mold Assessment Consultant that the mold contamination identified for the project has been remediated as outlined in this Mold Evaluation and Remediation Protocol, and a statement on the certificate that the underlying cause of the mold has been remediated.

TEMPORARY FACILITIES

The contractor may have power, water and sewer available for use during this project. The Mold Remediation Contractor and Company is responsible for connections to existing electrical power, water, and drainage, if applicable. Contractor's electrical power shall be made available as necessary for consultant's Post-Remediation Assessment and Clearance. Owner will be responsible for reasonable cost associated with power and water used from existing facilities.

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Electrical Service: If power is available, lockout all existing power to lighting circuits in the work area. Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.

Temporary Power: Provide service to the decontamination unit sub-panel with a minimum 60-amp, 2-pole circuit breaker or fused disconnect connected to the building's main distribution panel. The sub-panel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.

Voltage Differences: Provide identification-warning signs at power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry-type transformers shall be provided where required to provide voltages necessary for work operations.

Ground Fault Protection: Provide receptacle outlets equipped with ground fault circuit interrupters, test and re-set buttons and a pilot light, for plug-in connection of power tools and equipment.

Electrical Power Cords: Use only grounded extension cords. Use "hard-service" cords in areas where the cords will be exposed to abrasion and traffic. Use single lengths or, in areas where single cords will not reach work areas, use waterproof connectors to connect separate lengths of electric cords.

Lamps and Light Fixtures: Provide general service lamps for all areas of work when natural light is not adequate. Protect lamps with guard cages or tempered glass enclosures where fixtures are exposed to breakage by remediation operations. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

Water Service: The Mold Remediation Contractor and Company may use existing water service at the project site. All connections to the Owner's water system shall include backflow protection. Valves shall be properly rated for the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to the existing water system. Leaking or dripping valves shall be repaired or replaced immediately. The Mold Remediation Contractor and Company is responsible for all damage to existing finishes or equipment due to leaking or dripping valves.

Sanitary Facilities: if working, the Mold Remediation Contractor's personnel may use existing toilet facilities in the building during performance of the work, provided that the toilet facilities are maintained daily in a clean state of hygiene as determined by the Consultant.

Temporary Fire Protection: Provide and maintain temporary fire protection during remediation in accordance with requirements of the local protection code. Provide Type-"A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical, grease, oil, or flammable liquid fires. In other locations, provide Type-"ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA-recommended types for the exposures in each case.

Temporary Storage: Where necessary, and pre-approved by Owner or Owner's Representative, provide and maintain in a neat, orderly appearance, weatherproof storage sheds or trailers. Coordinate location of placement with the Owner. Place storage sheds on proper foundations, securely anchored in place.

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Site Access: Site access will be limited to only areas necessary to accommodate remediation. Coordinate access and location of placement of decontamination unit, disposal trailer, etc. with Owner.

REQUIRED DOCUMENTS ON-SITE

The Mold Remediation Contractor shall maintain on-site all appropriate documentation as required by regulations. These documents should be readily available at all times to the Consultant or any authorized visitor. As required by the DSHS, the following documents should be on-site:

- Mold Remediation Contractor and Company phone numbers,
- DSHS Notification,
- Mold Remediation Work Plan,
- Mold Remediation Protocol,
- Mold Assessment Report, if performed,
- DSHS licensing for Mold Remediation Company and Contractor,
- DSHS Worker Registration,
- Mold Remediation Worker Documentation, including evidence that all workers have received proper training and are registered as required by regulations; medical examinations required by OSHA 29 CFR Parts 1910 and 1926, and respiratory fit test for each worker who is to be at the jobsite,
- Material Safety Data Sheets (MSDS),
- Personnel sign-in/out log,
- Occupational Safety and Health Administration, A Brief Guide to Mold in the Workplace
- Occupational Safety and Health Administration, Respiratory Protection: Title 29, Part 1910, Section 134 of the Code of Federal Regulations
- Environmental Protection Agency, Mold Remediation in Schools and Commercial Buildings, and
- Department of State Health Services (DSHS) Mold Assessment and Remediation Rules.

PREPARATION OF THE WORK AREA

The work area is the location where mold remediation work occurs. It is a variable of the extent of the work of the contract. It may be a portion of a room, a single room, or a complex of rooms. A "work area" is considered potentially contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the mold remediation work. The Mold Remediation Company shall prepare the entire work area with 6-mil. polyethylene sheeting and remove and clean all specified mold and/or moisture damaged materials from areas identified. Where fire hazards exist, all plastic sheeting will be fire retardant and certified by the Underwriters Laboratory.

Visual Barrier: Where the work area is immediately adjacent to or within view of public occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6-mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Consultant.

Construct a Decontamination Unit: The work area should be under a full containment enclosure with an attached decontamination unit. The decontamination unit shall consist of a dirty room and clean room, each separated by an airlock. All persons, without exception, shall pass through this decontamination unit for entering and exiting the work area. The dirty room shall large enough to hold a waste container and allow personnel to put on and remove Personnel Protective Equipment (PPE), and HEPA vacuum remaining clothing and/or body prior to exiting the decontamination unit. The decontamination unit shall be sized adequately for

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the work involved and shall be of watertight, sturdy construction equipped with the appropriate water filtering and disposal systems. Where a work area is less than 100 square feet, a remote decontamination unit may be used and double suiting of protective clothing may be worn. If a remote decontamination unit may be used, workers must don two layers of protective clothing inside a work area, remove one layer of clothing and completely HEPA vacuum and wet wipe themselves, and proceed immediately to the decontamination unit for proper decontamination.

Posting of Notice Signs: The Mold Remediation Contractor shall post all appropriate notice signs as required by regulations. Notice signs shall be posted at all entrances to the work area adjacent to occupied areas of a building and outside the decontamination unit. All signs shall be at least eight inches by ten inches in size and shall bear the words "NOTICE: Mold Remediation Project in Progress" and shall be in black on a yellow background.

HVAC Barriers: The Mold Remediation Contractor shall seal all Heating Ventilation and Air Conditioning (HVAC) supply and return air vents with 6-mil. polyethylene sheeting.

Pre-clean Work Area: After establishing the work area with critical barriers, decontamination unit, posting of notice signs, and HVAC barriers, pre-clean all surfaces in the work area, not damaged with mold or suspect mold, by damp wiping non-porous surfaces and then vacuum all surfaces with a HEPA filtered vacuum or prior to the installation of floor polyethylene sheeting.

Floor and Wall Preparation: The Mold Remediation Contractor shall construct a full containment enclosure consisting of a minimum of one layer of 6-mil. polyethylene sheeting on floors and walls, not removed, throughout the work area. Polyethylene sheeting shall overlap at least 12 inches and be properly sealed at all edges. The enclosure shall be adequately attached and secured to withstand the remediation process. Where fire hazards exist, all plastic sheeting will be fire retardant and certified by the Underwriters Laboratory. **The contractor is reminded to use paper tape on surfaces to remain, to minimize paint and surface damage.**

Negative Pressure: Establish and maintain negative pressure within the work area to be lower than the pressure in building areas adjacent to the containment. This is identified by the inward billowing of the polyethylene sheeting walls. The negative air filtration units shall be equipped HEPA filters and exhausted to the outside, where possible.

Security of the Work Area(s): The Mold Remediation Contractor is responsible for the work area security upon establishment of a regulated work area. This responsibility extends 24 hours per day.

WORKER PROTECTION

This section describes the equipment and procedures required for protecting workers against mold or mold spore contamination and other workplace hazards except for respiratory protection.

Coveralls: Provide disposable full-body coveralls with integral head and foot covers, and require that all workers in the work area wear them. Provide a sufficient number for all required changes, for all workers in the work area.

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Boot Covers: Provide disposable boot covers with non-skid soles and, where required, OSHA-approved foot protection, for all workers. Boot covers shall not be worn out of the work area or off the sheet plastic drop layer for any reason.

Hard Hats: Provide hard hats as required by OSHA for all workers, and provide four spares for use by the Owner's Representative, Project Administrator, and Owner. Require hard hats to be worn at all times while work is in progress that may potentially cause head injury. Provide hard hats of a type with plastic strap-type suspension. Hats shall be thoroughly cleaned and decontaminated before being worn from one work area to another.

Eye Protection: Provide properly fitted goggles or full-face respirator as required by EPA and OSHA for all workers involved any activity that may potentially cause disturbance to mold or mold damaged materials or cause eye injury. Goggles must be designed to prevent the entry of dust and small particles. Thoroughly clean, decontaminate and seal goggles in disposal-type containers before removing from the work area at the end of the work.

Gloves: Provide work gloves to all workers and require that they be worn at all times in the work area. Do not remove gloves from the work area. Dispose of them as contaminated waste.

Additional Protective Equipment: Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Mold Remediation Contractor for the Owner, Consultant and any other authorized representatives who may inspect the job site. Provide two respirators of each type required and all necessary complete coveralls and, where applicable, the necessary respirator filter changes per day. All items mentioned above shall be in new and unused condition and shall be supplied at no cost to the Owner, Consultant or any other authorized representatives who may inspect the job site.

Respiratory Protection: Instruct and train each worker involved in mold remediation or maintenance operations in mold damaged materials, as applicable. Require that each worker always wear a respirator, and provide proper training on respiratory use, fitting, and decontamination from the work area.

Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910.134. The Mold Remediation Contractor shall ensure use of the appropriate respiratory protection for the work being performed and recognizes that these requirements are only minimum acceptable standards.

Fit Testing: Provide initial fitting of respirator protection during a respirator protection course of training developed and the Mold Remediation Contractor or Company. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which he has been trained and fitted.

Minimum Requirements: As a minimum, approved respiratory protection will be worn with adequate eye protection during containment preparation, throughout removal, final cleaning, and disposal operations, as required by OSHA 1910.134. All personnel protective equipment shall be approved by the National Institute for Occupational Safety and Health (NIOSH) and warn in accordance with all city, state, and federal regulations based on the hazards which workers are exposed to below clean air standards and Material Safety Data Sheets (MSDSs).

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Supply of Respirators and filters: Supply a sufficient quantity of respirators and filters approved for mold and dust, so that workers and authorized visitors can change filters during the workday. Require respirators are damp-rinsed, and filters discarded each time a worker or authorized visitor leaves the work area. Require that new filters be installed each time a worker or authorized visitor re-enters the work area.

REMOVAL REQUIREMENTS FOR MOLD AND/OR MOISTURE DAMAGED MATERIALS

The Mold Remediation Contractor shall thoroughly enclose the work area under negative pressure and utilize a decontamination unit, damp wipe remove and/or clean damaged materials, and dispose of. Materials removed shall be kept damp at all times and placed in disposal bags as soon as possible. Once the material has been completely removed, the Mold Remediation Contractor shall thoroughly clean all remaining surfaces within the work area by damp wiping with a mild detergent, HEPA vacuum, and thoroughly dried. All waste and debris shall be appropriately bagged, damp wiped, goose necked, and disposed as construction waste.

Removal of Sheetrock: Prepare work area as previously specified. Add additional protection to immovable objects to protect from damage during removal. Removal operations shall entail the removal of the specified sheetrock wallboard, and minimum of two feet beyond visible damage and removal of any insulation and debris. Thoroughly damp wipe the material to be removed prior to stripping and/or dismantling, to reduce mold spore dispersal into the air. Remove materials in small sections from all areas and immediately place into disposal bags. Evacuate air from disposal bags with HEPA-filtered vacuum cleaner before sealing. Clean the outside of the bags and move them to the decontamination unit for cleaning and disposal.

Cleaning of Surfaces Within the Work Area: Prepare work area as previously specified. Critical barriers and negative pressure is also required. Remove and clean all walls, ceilings, floor surfaces, etc. the areas specified. Clean all surfaces using a vacuum system equipped with High Efficiency Particulate Air (HEPA) filtration and use a disinfectant to clean non-porous items. Start high on the walls and work towards the floor. Vacuum the floor last. Use a disinfectant on all washable surfaces.

Final Cleaning of the Work Area: Once materials and visible debris has been removed, all surfaces within the enclosure and decontamination unit should be damp wiped with a mild detergent, HEPA vacuumed, completely dried, and treated with a U.S. EPA approved biocide. Any use of biocide must be approved by Owner prior to start of project. In addition, wood framing in the affected areas should be wire-brushed and/or sanded to remove mold growth inside the grain of wood. It may also be necessary to remove and replace the wood with the exception of load bearing members. Load bearing members shall be cleaned and encapsulated. The general contractor for this work will replace as necessary. Clean all surfaces by damp wiping, folding over, damp wipe, etc. Do not reuse cleaning materials during this process.

POST-REMEDIATION ASSESSMENT AND CLEARANCE

When the area is visually clean and no debris, residue, dust, wood rot, or other material is found, The Mold Assessment Contractor shall provide the Consultant with a twenty-four hour notice that the work area is ready for the Post-Remediation Assessment and Clearance. The Consultant will perform the visual inspection and request the Mold Remediation Contractor complete any items noted. The purpose of the Owner's Post-Remediation Assessment will be for a Licensed Mold Assessment Consultant to conduct a post-remediation assessment using visual, procedural, and analytical methods, with the containment in place, if specified. The work area shall be free from visible mold, debris, and wood rot, and all work completed in compliance with this Mold Remediation Protocol. The Mold Remediation Contractor shall, to the extent feasible, determine that the underlying cause of moisture intrusion and mold damage has been remediated so that he/she is reasonably certain that the mold will

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not return from the previous cause. The Mold Assessment Consultant shall use only analytical methods and criteria specified herein, unless circumstances beyond the control of the Mold Assessment Consultant and the Mold Remediation Contractor or Company necessitate alternative analytical methods or criteria. If so necessary, the Mold Assessment Consultant will provide to the client written documentation of the need to deviate.

The Mold Remediation Contractor and Company is responsible for all air monitoring required to meet OSHA regulations.

Clearance Procedures: Where a visual inspection performed by a Mold Assessment Consultant identifies items such as remaining mold, debris, wood rot, etc., analytical samples will not be collected until such deficiencies are corrected by a Mold Contractor at no additional cost to the Owner. In addition, if excessive moisture or excessive particulates as identified by any used instrumentation, analytical samples will not be collected until such deficiencies are corrected by a Mold Contractor.

When the work area is determined by the Mold Assessment Consultant to be clean and completed by visual inspection and/or instrument, the Mold Assessment Consultant will collect at least one spore-trap air sample inside each work area and outdoors for comparison. An additional sample may be collected outside the work area but inside the property. This should only be performed if background sampling has occurred prior to the start of work. The Mold Remediation Company will be responsible for cleaning contents of the building if any sample collected outside the work area but inside the property exceeds the criteria below. Any additional cleaning by the Mold Remediation Company will be at no additional cost to the Owner.

Clearance Criteria: Spore-trap air sample results collected from within an enclosure, or outside the work area but inside the property, identifies higher spore (specie or genus) counts per cubic meter of air (counts/m^3) as compared to outdoor spore counts/m^3, the Mold Remediation Company must re-clean the work area until this acceptable analytical results are obtained. If similar types of mold species or genus levels, which are not suspect of producing possible toxins are not over ten percent of outdoor levels, or indoor species or genus found indoors and not outdoors is equal to or less than one to six spores or 5 to 30 counts/m^3, the Mold Assessment Consultant may use professional judgment to pass clearance. The Mold Assessment Consultant will only collect spore-trap clearance samples if it is not raining or has stopped raining for at least two hours.

Passed Clearance Report: The project is not complete until the Contractor has received a passed clearance report from the Owner. This passed clearance report should include a description of relevant worksite observations, the type and location of all measurements made and samples collected, data obtained at the worksite (i.e. temperature, humidity, and material moisture readings), analytical results of samples collected, copies of photographs taken, and a clear statement that the project has passed clearance.

Retesting: When final spore trap air clearance results indicate noncompliance with this Mold Evaluation and Remediation Protocol, subsequent retesting will be performed by the Consultant at a cost to the Mold Remediation Contractor at a cost of $300 plus $125 per air sample collected. These costs may be deducted from the contractor's proposal or paid directly by the Contractor, as requested by the Owner.

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MOLD DISPOSAL

The Mold Remediation Contractor shall properly damp wipe, bag (no more than half full), evacuate air from disposal bags with HEPA filtered vacuum cleaner, gooseneck, seal with tape, damp wipe, and dispose of as construction waste. Protective coveralls and respirators shall be worn at all times during all phases of bagging and disposal.

The following appendices are included:

	Appendix
Laboratory Photographic Summary	A ....

Attached are the lab results from SEEML, an independent microbiology laboratory. If you have any questions about this report, the lab results, or anything else, please feel free to give us a call at the number listed below.

Inspector: **Ken Broughton**

888-786-6653

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CERTIFICATE OF MOLD DAMAGE REMEDIATION

Certificate Number _____ **Date of Issuance** _____

Name _____

Mailing Address _____

City _____ State _____ _____ Zip _____

Property Description:

Number _____ Street _____ Lot_____ Block _____

Addition or Tract _____ City _____ County _____

Mold Assessment Consultant License Holder Certification

- I hereby certify that based on visual, procedural and analytical evaluation, the mold contamination identified for this project has been remediated as outlined in the mold management plan or remediation protocol.
- I further certify that with reasonable certainty that the underlying cause or causes of the mold that were identified for this project in the mold management plan or remediation protocol have been remediated. A copy of the written evaluation that forms the basis for my certification has been provided to the person named in this certificate.

_____	_____	_____
Mold Assessment Consultant License Holder Signature	License No. and Expiration Date	Date

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Mold Remediation License Holder Certification

- I hereby certify that I completed mold remediation on this project and will provide the mold remediation certificate to the property owner no later than the 10th day after the date of completion.

_____	_____	_____
Mold Remediation Contractor License Holder Signature	License No. and Expiration Date	Date

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OR

Mold Assessment Consultant or Adjustor License Holder Certification

- I hereby certify that I have inspected the property described in this certificate and that based on my inspection I have determined that the property does not contain evidence of mold damage. A copy of the written evaluation that forms the basis for my certification has been provided to the person named in this certificate.

_____

Mold Assessor/Adjustor License Holder Signature

Appendix A

Photographic Summary



Bathroom - (air sample)



Bathroom Shower – (surface sample)

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,		
Plaintiff,	*	
	*	**Civil Case No. 1:20-cv-00453 (CKK)**
v.	*	
	*	
NVR, INC.	*	
	*	
Defendant.		

Plaintiff's Opposition to Defendant's Motion to Strike Affidavits and Exhibits

Plaintiff Tiffani Jones, by and through undersigned counsel, pursuant to Fed. R. Civ. P. 26(e)(1) and (2), 37(a)(5)(ii), 56 (c)(1)(a), (d)(2), (h), and the Fed. R. of Evid. 401(a) and (b), 402, 601, 602, 701(a), (b) and (c), 702(a), (b), (c) and (d), 703(a), 704, 705, 801(d)(1)(C), 801(d)(2)(C) and (D), 803(1), ((3), (4)(A), (B), (5)(A), (B), (C), (6)(A), (B), (C), (D), (21); 804(b)(4)(B), 901(a) and (b), 902(2)(A)(B), (8) and (11), 903, 1002, 1004(b), (c) and (d), 1005, 1006 and 1007 moves the Court to deny defendant NVR's Motion to Strike Plaintiff's Affidavits and Exhibits filed in support of her Opposition to Defendant's Motion for Summary Judgment ("Opposition") (Dkt. 59 and 60). In support thereof, plaintiff states as follows and refers the Court to its accompanying Memorandum in Support.

1. On June 25, 2021, plaintiff filed her Opposition to Defendant's Motion for Summary Judgment with supporting exhibits and affidavits.

2. The affidavits and documents offered for expert opinions should not be stricken because expert designation was made by plaintiff. No portion of the Affidavit of Anthony Kundera should be stricken because it does not exceed plaintiff's disclosures as to the scope of Mr. Kundera's knowledge, and other exhibits should not be stricken because they are not hearsay and have been authenticated.

3. Specifically, the Opposition and plaintiff's accompanying Opponent's Counter-Statement of Disputed Facts contain the following exhibits that should not be stricken:

Dkt. (Ex. No.) Plaintiff's Description	Grounds to not Strike
59-4 (TJ1) Ken Broughton Mold Inspection	Non-Hearsay; Authenticated; Disclosed Expert
59-5 (TJ2) Ken Broughton Mold Report	Non-Hearsay; Authenticated; Disclosed Expert
59-9 (TJ15) Boston Environmental & Contracting, Inc. Mold Remediation Proposal	Non-Hearsay; Authenticated; Disclosed Expert
59-13 (TJ19) Michael & Son Repair Estimate	Non-Hearsay; Authenticated; Disclosed Expert
59-14 (TJ20) Riley Kundera Medical Record, 10/28/2019	Non- Hearsay; Authenticated; supported by expert testimony
59-15 (TJ21) Karter Kundera Medical Record 10/28/2019	Non-Hearsay; Authenticated; supported by expert testimony
59-16 (TJ24) SEEML Labs Mold Test Report	Non-Hearsay; Authenticated; disclosed Expert
59-20 (TJ29) Dr. Joe Spurgeon Mold Report	Non-Hearsay; Authenticated; Disclosed Expert

59-21 (TJ32) Ken Broughton Affidavit	Disclosed Expert; Sufficient Affidavit
59-22 (TJ33) Affidavit of Anthony Kundera	Non- Hearsay; Has Personal Knowledge; Disclosed Lay Witness; Sufficient Affidavit; sufficient grounds to qualify as lay witness with personal knowledge on every relevant subject; Within scope of subject matter disclosed in Rule 26(a) disclosure and in interrogatory answers
59-23 (TJ13) Karma Home Repair Estimate	Non- Hearsay; Authenticated, Disclosed Expert
60-9 (TJ22) Tiffani Jones & Michael Kundera (Prenatal) Medical Record, 09/02/2018	Non- Hearsay; Authenticated; Supported by expert testimony
60-1 (TJ3) Plaintiff's Supplemented Responses	Non-Hearsay; Authenticated To Defendant's Interrogatories Nos. 8, 9, 11, 15, 16, 17, 19, 20, 21, and 22
60-8 (TJ14) Boston Environmental & Contracting, Inc. DCRA License	Authenticated; Relevant
60-9 (TJ23) Medical Bill, 02/05/2019	Non-Hearsay; Authenticated; Supported by expert testimony
60-10 (TJ28) Dr. Joe Spurgeon Resume	Non-Hearsay; Authenticated; Disclosed Expert
60-11 (TJ30) Dr. Ross Myerson Resume	Non-Hearsay; Authenticated; Disclosed Expert
60-12 (TJ31) Ken Broughton Resume	Non- Hearsay; Authenticated; Disclosed Expert

WHEREFORE, for the above reasons, and the reasons more fully discussed in plaintiff's accompanying Memorandum in Support, plaintiff requests that the Court enter an Order overruling Defendant's objections, denying Defendant's Motion and maintaining the affidavits and exhibits referenced herein from Plaintiff's Opposition to Motion for Summary Judgment, and deny Defendant any award of attorney's fees, pursuant to Fed. R. Civ. P. 56(h) resulting from plaintiff's submission of the affidavits.

July 23, 2021

/s/Pamela McLean, Esq.
McLean Legal Group
Bar No. 497891
1629 K Street, NW Suite 300
Washington, D.C. 20006
202-204-2234(O) 703-488-0852(C)
contact@mcleanlegalgroup.com

Certificate of Service

I hereby certify that on this 23rd day of July 2021, I electronically filed the foregoing Document with the Clerk of the Court using the ECF system, which will send notification of the filing to the counsel of record for all parties.

/s/Pamela McLean

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES	)	
	)	
Plaintiff	)	
	)	
v.	)	CASE NO.: 1:20-cv-000453 CKK
	)	
NVR, INC. t/a RYAN HOMES	)	
	)	
Defendant	)	

MOTION TO EXTEND MOTIONS DEADLINE

Defendant, NVR, Inc. t/a Ryan Homes ("NVR"), by counsel, moves for entry of an Order extending the deadlines set in the Court's Scheduling and Procedures Order entered on March 12, 2021 (D.E. 42). As grounds therefore, NVR states:

1. On March 12, 2021, the Court held a status conference during which NVR stated it intended to file a summary judgment motion and a motion *in limine* because plaintiff identified no fact or expert witnesses, and produced no admissible documents, that are necessary and required to prove liability and damages of plaintiff's claims herein.

2. On March 12, 2021, the Court entered its Scheduling and Procedures Order (D.E. 42) setting the following deadlines:

> 1. Defendant's **Motion in *Limine*** and **Motion for Summary Judgment** are due on or before **APRIL 30, 2021;**
>
> 2. with Plaintiff's **oppositions** due on or before **JUNE 1, 2021;**
>
> 3. and Defendant's **replies**, if any, due on or before **JUNE 15, 2021.**

3. On March 18, 2021, plaintiff's counsel of record filed her Motion to Withdraw. (D.E. 43).

4. On March 22, 2021, NVR served plaintiff's counsel of record with an Offer of Judgment.[1]

5. On March 22, 2021, plaintiff's counsel of record notified the Court and NVR's counsel that plaintiff engaged new counsel, Jarrett Colby, Esq.

6. Beginning on March 22, 2021, counsel for NVR and Mr. Colby engaged in discussions to settle the case. The settlement discussions culminated when Mr. Colby transmitted final edits to a draft written settlement agreement on April 23, 2021, which were acceptable to NVR. A signature version of the agreement was circulated on April 23, 2021, and on April 24, 2021, Mr. Colby was advised that NVR had signed the agreement.

7. Plaintiff has failed and refused to sign the agreement.

8. By email on April 28, 2021, NVR's counsel contacted the Court's chambers requesting a status conference to extend the motions filing deadline set in the Court's Scheduling and Procedures Order. In response, Mr. Colby advised the Court, by email, "I am not in a position at this time to make any representations to the Court, including as to whether Ms. Jones will consent to or oppose extension of any deadline, or whether I will file an appearance in this case."

9. By email sent to Mr. Colby at 7:22 p.m., NVR's counsel advised Mr. Colby that it would allow Ms. Jones until 10:00 am on Monday, May 2, 2021 to sign and deliver the settlement agreement, after which NVR's offer would terminate and NVR would proceed to file its motion for summary judgment and motion *in limine*. NVR further advised that it would file the instant motion and seek a 30 day extension of the motions filing deadlines, and requested plaintiff's consent to that relief.

10. As of the filing of this motion, plaintiff has not indicated whether she consents or opposes the relief sought herein.

[1] NVR is filing the Offer of Judgment with the Court contemporaneously with this motion.

11. NVR suspended and deferred work on preparing its summary judgment motion and motion *in limine,* including having its experts stand down from preparing affidavits in support, in order to devote its resources to negotiation of the settlement agreement. NVR reasonably believed that those efforts had succeeded, and is still hopeful of a successful conclusion of the negotiations.

12. However, in the event plaintiff declines to proceed with the settlement, then NVR requires additional time to prepare its motions. NVR requests that the deadlines set in the Scheduling and Procedures Order be extended as follows:

1. Defendant's **Motion in *Limine*** and **Motion for Summary Judgment** are due on or before **MAY 28, 2021;**

2. with Plaintiff's **oppositions** due on or before **JUNE 25, 2021;**

3. and Defendant's **replies**, if any, due on or before **JULY 13, 2021.**

13. The extension of these deadlines will not prejudice any party or affect any other deadlines in the case. The extension of these deadlines will serve the interests of justice and judicial economy.

WHEREFORE, defendant, NVR, Inc. t/a Ryan Homes respectfully requests that the Court enter an Order granting this Motion, and extending the deadlines of the March 12, 2021 Scheduling and Procedures Order as set forth above.

Respectfully submitted,

/s/ Jeffrey M. Mervis

_____

Jeffery M. Mervis (DC Bar No.: 426257)
The Mervis Law Firm, LLC
12505 Park Potomac Ave., 6th Floor
Potomac, MD 20854
Tel: (301) 762-0020
Fax: (301) 762-0229
E-mail:jmervis@mervislaw.com
Attorney for Defendant, NVR, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of April, 2021, I caused a the foregoing to be filed by the Court's e-filing system, which will serve a copy to:

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, N.W., Suite 300
Washington, DC 20006
contact@mcleanlegalgroup.com
Attorney for Plaintiff

With a copy served by email to:

Jarrett L. Colby, Esq.
The Law Office of Jarrett L. Colby
1445 P Street, NW, #608
Washington, DC 20005
jarrett@colbylawoffice.com

/s/ Jeffrey M. Mervis
Jeffery M. Mervis (DC Bar No.: 426257)
The Mervis Law Firm, LLC
12505 Park Potomac Ave., 6th Floor
Potomac, MD 20854
Tel: (301) 762-0020
Fax: (301) 762-0229
E-mail:jmervis@mervislaw.com
Attorney for Defendant, NVR, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES	)	
	)	
Plaintiff	)	
	)	
v.	)	CASE NO.: 1:20-cv-000453 CKK
	)	
NVR, INC. t/a RYAN HOMES	)	
	)	
Defendant	)	

ORDER

UPON CONSIDERATION of defendant, NVR, Inc. t/a Ryan Homes' Motion to Extend Motions Deadline, any response thereto and the record herein, it is, for good cause,

ORDERED, that the Motion to Extend Motions Deadlines be and hereby is granted, and it is further

ORDERED, that the deadlines set in the Court's Scheduling and Procedures Order entered on March 12, 2021 (D.E. 42) be and hereby are extended as follows:

1. Defendant's **Motion in *Limine*** and **Motion for Summary Judgment** are due on or before **MAY 28, 2021;**

2. with Plaintiff's **oppositions** due on or before **JUNE 25, 2021;**

3. and Defendant's **replies**, if any, due on or before **JULY 13, 2021.**

SO ORDERED.

COLLEEN KOLLAR-KOTELLY
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES	)	
	)	
Plaintiff	)	
	)	
v.	)	CASE NO.: 1:20-cv-000453 CKK
	)	
NVR, INC. t/a RYAN HOMES	)	
	)	
Defendant	)	

DEFENDANT NVR, INC.'S SUPPLEMENTATION TO DESIGNATION OF EXPERT WITNESSES

Defendant, NVR, Inc. t/a Ryan Homes ("NVR"), by counsel, pursuant to Fed.R.Civ.P. 26(a)(2)(b) and the court's Scheduling and Procedures Order, hereby supplements its Corrected Designation of Expert Witnesses [ECF 39, 38-1 and 38-2] as follows:

1. Attached hereto as Exhibit 1 is a list of all cases in which, in the last four years, Hung K. Cheung, MD, MPH, FACOEM has testified as an expert at trial or in deposition.

2. Attached hereto as Exhibit 2 is a list all cases in which, in the last four years, Allan Burt, MBA, LEED AP BD+C has testified as an expert at trial or in deposition.

3. Francis W. McGrail, IV has not testified as an expert at trial or in deposition in the last four years.

4. Thomas K. Taylor, MD, MBA, MS has not testified as an expert at trial or in deposition in the last four years.

5. Dr. Taylor's designation in the Corrected Designation of Expert Witnesses (ECF 39), mistakenly omits reference to the Report of Dr. Taylor that was filed herein as Exhibit B (ECF 38-2) to NVR's original designation.

Respectfully submitted,

/s/ Jeffrey M. Mervis
Jeffrey M. Mervis (DC Bar No.: 426257)
The Mervis Law Firm, LLC
12505 Park Potomac Avenue, 6th Fl.
Potomac, MD 20854
301-762-0020
301-762-0229 (fax)
jmervis@mervislaw.com
Counsel for defendant, NVR, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of December, 2020, I caused a copy of the foregoing to be filed by the Court's e-filing system, which will serve a copy to:

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, N.W., Suite 300
Washington, DC 20006
contact@mcleanlegalgroup.com
Attorney for Plaintiff

/s/ *Jeffrey M. Mervis*
Jeffrey M. Mervis

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES	)	
	)	
Plaintiff	)	
	)	
v.	)	CASE NO.: 1:20-cv-000453 CKK
	)	
NVR, INC. t/a RYAN HOMES	)	
	)	
Defendant	)	

DEFENDANT NVR, INC.'S DESIGNATION OF EXPERT WITNESSES

Defendant, NVR, Inc. t/a Ryan Homes ("NVR"), by counsel, pursuant to Fed.R.C.P. 26(a)(2)(b) and the court's Scheduling and Procedures Order, hereby designate the following individuals who may be used at trial to present evidence under Rules 702, 703 or 705 of the Federal Rules of Evidence in the above captioned matter:

A. Retained Experts

NVR anticipates that the following retained experts will present expert testimony at trial:

1. Francis W. McGrail, IV
   Industrial Hygienist, Principal
   Ox Pond Industries Incorporated
   5103 Ox Road, Fairfax, VA 22030
   Report attached as Exhibit A.

2. Hung K. Cheung, MD, MPH, FACOEM
   President, Cogency Medical
   1421 Clarkview Road, Suite 100
   Baltimore, Maryland 21209
   888-361-8882
   Report attached as Exhibit B.

3. Thomas K. Taylor, MD, MBA, MS
   1421 Clarkview Road, Suite 100

Baltimore, Maryland 21209
888-361-8882
Report attached as Exhibit B.

4. Allan Burt, MBA, LEED AP BD+C
1421 Clarkview Road, Suite 100
Baltimore, Maryland 21209
888-361-8882
Report attached as Exhibit B.

B. Occurrence Witnesses Who May Provide Expert Testimony

The following persons, who have not been retained or specially employed to provide expert testimony, may provide opinion testimony at trial:

5. Ryan Arnold, NVR, Inc. – Mr. Arnold can attest to the building process, warranty services and repairs provided, interactions with plaintiff. Mr. Arnold can also testify about the NVR Purchase Agreement, the NVR Limited Warranty and the allegations of the Complaint and pleadings. It is anticipated that Mr. Arnold will opine that NVR properly performed warranty service with respect to plaintiff's master bathroom shower in accordance with the NVR Limited Warranty and industry standards, that there is no design or structural defect in or relating to the plaintiff's master bathroom shower, that plaintiff did not cooperate with NVR's efforts to perform warranty service to the master bathroom shower, that plaintiff refused to allow NVR to complete its warranty service, and that there is no presence of mold or unreasonably dangerous condition in or relating to plaintiff's master bathroom shower.

6. Dan Bichner, NVR, Inc. – Mr. Arnold can attest to the building process, warranty services and repairs provided, interactions with plaintiff. Mr. Arnold can also testify about the NVR Purchase Agreement, the NVR Limited Warranty and the allegations of the Complaint and pleadings. It is anticipated that Mr. Bichner will opine that NVR properly performed warranty service with respect to plaintiff's master bathroom shower in accordance with the NVR Limited

Warranty and industry standards, that there is no design or structural defect in or relating to the plaintiff's master bathroom shower, that plaintiff did not cooperate with NVR's efforts to perform warranty service to the master bathroom shower, that plaintiff refused to allow NVR to complete its warranty service, and that there is no presence of mold or unreasonably dangerous condition in or relating to plaintiff's master bathroom shower.

C. Reservations

7. Defendant reserves the right to call all experts identified by any other party to this litigation.

8. Defendant reserves the right to call all treating, consulting and/or evaluating health care providers identified through the course of discovery or identified in the medical records of Plaintiff.

9. Defendant reserves the right to call any and all experts identified in the course of discovery.

10. Defendant reserves the right to call rebuttal experts at the trial of this matter.

11. Defendant reserves the right to call any person(s) identified in discovery and/or identified in any documents produced in discovery or obtained by subpoena, including, but not limited to Plaintiff's medical records.

12. Defendant reserves the right to supplement or amend this designation.

13. Defendant reserves the right to call such other and additional experts and/or to have the experts identified herein testify on such additional matters as may arise from any change, addition to, amendment or modification of plaintiff's expert's reports or areas of testimony, and/or as to any items revealed in discovery.

Respectfully submitted,

/s/ Jeffrey M. Mervis
Jeffrey M. Mervis (DC Bar No.: 426257)
The Mervis Law Firm, LLC
12505 Park Potomac Avenue, 6th Fl.
Potomac, MD 20854
301-762-0020
301-762-0229 (fax)
jmervis@mervislaw.com
Counsel for defendant, NVR, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of November, 2020, I caused a copy of the foregoing to be filed by the Court's e-filing system, which will serve a copy to:

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, N.W., Suite 300
Washington, DC 20006
contact@mcleanlegalgroup.com
Attorney for Plaintiff

/s/ *Jeffrey M. Mervis*
Jeffrey M. Mervis

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES	)	
	)	
Plaintiff	)	
	)	
v.	)	CASE NO..: 1:20-cv-000453 CKK
	)	
NVR, INC. t/a RYAN HOMES	)	
	)	
Defendant	)	

DEFENDANT'S MEET AND CONFER STATEMENT

Pursuant to Fed. R. Civ. P. 26 (f), Rule 16.3 of the Local Civil Rules (LCvR), defendant, NVR, Inc. t/a Ryan Homes, by counsel, hereby respectfully submits this meet and confer statement to propose a discovery plan and general schedule for the case and to provide the information requested in this Court's Order, dated June 5, 2020 (Dkt. No. 23), and the Standing Order.

INTRODUCTORY STATEMENT

NVR regrets plaintiff's counsel's refusal to attempt to submit a joint meet and confer statement, and the resulting necessity of filing this separate Statement with explanation. Plaintiff's representations in her Meet and Confer Statement concerning a good faith effort to agree upon one joint statement is simply not accurate and lacks candor with the Court. In anticipation of conducting a meet and confer conference, on June 29, 2020, NVR's counsel drafted and sent to plaintiff's counsel a draft joint meet and confer statement. *See* Exhibit 1. On June 30, 2020, plaintiff's counsel made revisions to the statement, and NVR's made proposed responsive edits. On July 1, 2020, counsel conferred by telephone. Thereafter, as reflected in the numerous emails attached hereto as Exhibits 2 through 5, plaintiff's counsel refused to consider any change to the draft Statement except in the form she sent on June 30, including her refusal to include NVR's

insertions as to its positions, its proposed deadlines and its reasoning for the suggested deadlines, submission of alternative proposed scheduling orders, etc. *See* Exhibits 2 – 5. As plaintiff's counsel states in her email rejecting the last version of the draft offered for her consideration by NVR, she rejected any consideration of NVR's edits, proposed insertions and proposed deadlines and reiterates that she would agree on only to the version with her original edits and nothing else: "I'm attaching the same edits to the Meet and Confer Statement which I have sent to you at least four times now. You may file the Statement with my edits or you should file two separate versions if you do not incorporate my changes." Exhibit 5.[1]

The text that follows below is the last version of the proposed joint statement that was sent to plaintiff's counsel. The attached proposed Scheduling Order is what was to be attached as "Exhibit B" with the deadlines proposed by NVR.

I. BRIEF STATEMENT OF THE CASE

Plaintiff, Tiffani Jones ("Jones"), sued defendant, NVR, Inc. ("NVR") for damages she alleges arising from leaks in a new home constructed for her by NVR. Jones sues for breach of contract, breach of express warranty and strict liability, and seeks damages in the amount of 9,873,200.00.

Defendant, NVR, Inc. contends: (i) an isolated leak developed in the tile or tile backer of a shower wall/shower pan, (ii) upon opening of the shower wall, a small area of mold was discovered on plywood sheathing behind the area of the leak, (iii) pursuant to its warranty, NVR has attempted to repair, but has been prevented by plaintiff from replacing the plywood

[1] The quoted statement is the last of an email trail and was sent in response to NVR's counsel's email stating "I never said we should file separate statements. You did and I said that is not appropriate and that we can each insert our positions into one statement because I think the court would disfavor such a practice. I also do not propose filing anything for your or without your approval. I also do not know what "substantive edits" you refer to. Feel free to send me the statement with whatever inclusions you want, and I will address them." *See* Exhibit 5.

sheathing, and reinstalling / replacing the shower wall/pan, and patching and painting drywall affected by the leak, (iv) NVR has performed its obligations under the warranty, and (iv) plaintiff cannot establish liability or damages.

II. DISCOVERY PLAN AND PROPOSED SCHEDULE

(1) Dispositive Motions

Plaintiff anticipates that the case is not likely to be disposed of by dispositive motion. Defendant believes some or all of the claims/issues may be disposed of by dispositive motion.

(2) Joinder/Amendment of Pleadings

Any additional parties shall be joined, or amendment of the pleadings shall be made, by July 8, 2020.

(3) Assignment to a Magistrate Judge

The parties do not consent to referral of this case to a magistrate judge.

(4) Possibility of Settlement/Mediation

The parties believe that there is some prospect for settlement. The parties have not begun settlement discussions. However, the parties expect to discuss whether an early settlement conference would be beneficial to a resolution.

(5) Alternative Dispute Resolution/Mediation

Defendant believes that the case could benefit from the Court's Alternative Dispute Resolution procedure, and specifically a settlement conference before a magistrate judge after the exchange of expert reports. [Since the preparation of the draft joint statements, NVR, unfortunately, has since come to question the utility of ADR.]

(6) Motions for Summary Judgment

The parties propose that motions for summary judgment, if any, should be filed within thirty (30) days after the close of discovery, with oppositions, cross-motions and replies due thirty (30) days thereafter and replies fourteen (14) days after oppositions have been filed.

(7) Initial Disclosures

The parties will make Fed. R. Civ. P. 26 (a)(1) disclosures by July 31, 2020.

(8) Extent of Discovery

Plaintiff has served defendant 23 numbered interrogatories, 13 numbered document requests, and 23 numbered requests for admission. Deposition and defendant's written discovery shall begin upon issuance of the Scheduling Order.

The parties could not agree on a discovery schedule. Plaintiff wants discovery to be completed by October 31, 2020. Given the nature of plaintiff's claims (sounding in contract for construction warranties, and for personal injuries in tort for alleged exposure to mold) and large sum of damages, the necessity to obtain records from potentially numerous sources, the potential of numerous expert depositions, and the existing and anticipated difficulties and delays related to the impact of COVID-19, defendant believes discovery cannot be completed by October 31, 2020, and suggests that an ambitious deadline would be February 26, 2021.

The parties agree that the parties will take no more than five (5) fact witness depositions per side. The parties agree that they shall propound no more than twenty-five (25) written interrogatories, twenty-five (25) document requests and twenty-five (25) requests for admission (other than requests as to genuineness of documents), including discrete subparts. Other limitations on discovery shall conform to the Local Rules of this Court and the Federal Rules of Civil Procedure. The parties do not anticipate conducting discovery in phases or limiting discovery beyond the limitations placed on discovery by the terms of Rule 26.

(9) Electronic Discovery

A. Preservation: The parties anticipate that emails and text messages will be relevant to the issues in this case. To the extent they exist, the parties shall maintain backups of their respective e-mail and file servers, and smart devices.

B. Production: All data, files, and communications that, in the ordinary course of business, are recorded in electronic media (including but not limited to electronic mail and attachments) may be produced in electronic format in the same file structure and organization as maintained by that party in the ordinary course. Parties may request native file versions of any electronic media or documents with metadata, if deemed to be necessary after the review of the electronic documents, except for email and project schedules, which shall be produced in native electronic format.

(10) Claims of Privilege

The parties request that the Court include an order under Federal Rule of Evidence 502. Further, the parties agree and stipulate that the "clawback" of inadvertently produced privileged or trial preparation material shall be governed in accordance with Fed. R. Evid. 502(d).

(11) Expert Witness Reports

The parties could not agree on the scheduling regarding Expert Witness Reports. Plaintiff suggests that the deadline for both parties to serve their Rule 26(a)(2)(B) disclosures be August 31, 2020. It is defendant's position that it cannot simultaneously/contemporaneously designate its experts with plaintiff. Plaintiff seeks nearly $10,000,000.00 in damages on claims in contract for construction warranties, and for personal injuries in tort for alleged exposure to mold. It is possible that plaintiff designates multiple experts. Defendant has not taken discovery of plaintiff, and does not know what opinions it will need to counter. Defendant will not be in a position to anticipate what types of experts it will need to designate, much less specifically identity trial experts and their opinions, by August 31, 2020. Plaintiff, therefore, suggests that

the scheduling set the following deadlines: plaintiff's Rule 26(a)(2)(B) designations by August 31, 2020, and defendant's Rule 26(a)(2)(B) designations by October 30, 2020.

Deposition of experts can occur any time after the expert's report is submitted with prior scheduled notice and approval of date and time of deposition by both parties.

(12) Class Action

This is not a case involving a class action.

(13) Bifurcated Trial/Discovery

The parties agree that neither discovery in this case nor trial should be bifurcated or managed in phases.

(14) Pretrial Conference

The parties propose that the Court schedule a pretrial conference, if necessary, at a scheduling conference occurring as soon as practical either after the filing of the Court's decision on any dispositive motions or, if no dispositive motions are filed, after the close of discovery.

(15) Trial Date

The parties propose that the Court schedule the trial of this matter at the pretrial conference conducted after the close of discovery.

(16) Other Matters

No other matters need to be included in a Scheduling Order.

(17) Proposed Scheduling Order

Proposed alternative Scheduling Orders attached hereto as Exhibit A and Exhibit B.

Respectfully Submitted,

Signature block for plaintiff's counsel _____	_/s/ Jeffrey M. Mervis_____ Jeffery M. Mervis D.C. Bar No.: 426257 The Mervis Law Firm, LLC 12505 Park Potomac Ave., 6th Floor Potomac, MD 20854 Tel: (301) 762-0020 Fax: (301) 762-0229 E-mail:jmervis@mervislaw.com *Attorney for Defendant, NVR, Inc.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 21, 2020, a true and correct copy of the foregoing Rule 26 Meet and Confer Statement was electronically filed using CM/ECF causing service via electronic mail upon those signed up for electronic service to:

Pamela McLean
D.C. Bar No. 497891
1629 K Street, NW, Suite 300
Washington, DC 20006
202-204-2234
contact@mcleanlegalgroup.com

/s/ Jeffrey M. Mervis
_____
Jeffrey M. Mervis
Attorney for defendant, NVR, Inc.

EXHIBIT 1

Jeff Mervis

From: Jeff Mervis
Sent: Monday, June 29, 2020 7:22 PM
To: 'McLean Legal Group'
Subject: Tiffani Jones v. NVR
Attachments: Meet and Confer Statement.docx

Ms. McLean, attached is a proposed Meet and Confer Statement. Please let me know if you have time this week to conduct the meeting (by phone or zoom).

Thank you.

Jeffrey M. Mervis, Esq.
The Mervis Law Firm, LLC
12505 Park Potomac Avenue, 6th Fl.
Potomac, MD 20854
301-762-0020
301-762-0229 (fax)
jmervis@mervislaw.com

****
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****

EXHIBIT 2

Jeff Mervis

From: Jeff Mervis
Sent: Tuesday, June 30, 2020 7:20 PM
To: McLean Legal Group
Subject: RE: Tiffani Jones v. NVR

I ran a compare-write and it looks like you just sent me what you previously sent me or rejected the changes I made. You might have just said that and saved me the trouble.

You cannot omit or edit what I want to state in the nature of the case as to NVR's position or what NVR believes is beneficial in the ADR section. I recognize what you stated yesterday as to your position on NVR's discovery responses. I deleted your edit to that sentence because it appears we have a discovery dispute, and such a dispute is not appropriate to include in the meet an confer statement. If you insist on inserting the potential discovery dispute into the statement, then, again, I will insert counter-language.

Similarly, your proposed deadlines are not realistic, and on reflection neither are mine as they are far to soon. The notion of simultaneous expert designation cannot be taken seriously unless your client is waiving the personal injury claims/damages. As far as the discovery deadline, the initial scheduling conference is not until 8/3. Your proposed deadline of 10/31 is unreasonable.

I will call you tomorrow to have our conference. If you are not willing to adjust the dates, then I expect we will not come to agreement and need to advise the court of our different suggested schedules, and the court can decide at the scheduling conference which to adopt.

Jeffrey M. Mervis, Esq.
The Mervis Law Firm, LLC
12505 Park Potomac Avenue, 6th Fl.
Potomac, MD 20854
301-762-0020
301-762-0229 (fax)
jmervis@mervislaw.com

****
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****

From: McLean Legal Group <contact@mcleanlegalgroup.com>
Sent: Tuesday, June 30, 2020 5:15 PM
To: Jeff Mervis <jmervis@mervislaw.com>
Subject: RE: Tiffani Jones v. NVR

I've been absolutely professional and courteous. I reviewed your drafts, made edits and sent you my edited versions/ I've been waiting for three weeks for you to confirm the meet and confer meeting. Please confirm a date and time as soon as possible. Thank you.

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
Confidentiality: The contents of this email message and any attachments are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust,for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply email or phone and delete this message and its attachments, if any.

----- Original Message -----
From:
"Jeff Mervis" <jmervis@mervislaw.com>

To:
"McLean Legal Group" <contact@mcleanlegalgroup.com>
Cc:

Sent:
Tue, 30 Jun 2020 21:05:31 +0000
Subject:
RE: Tiffani Jones v. NVR

I made changes (after having to discern what changes you made because you did not provide a version in track changes or compare write), and provided those to you in track changes so you could easily see what I did. I do not understand your lack of courtesy and dismissive attitude, when I merely ask that you do the same to allow me to see the additional changes you made.

Jeffrey M. Mervis, Esq.

The Mervis Law Firm, LLC

12505 Park Potomac Avenue, 6th Fl.

Potomac, MD 20854

301-762-0020

301-762-0229 (fax)

jmervis@mervislaw.com

****

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****

From: McLean Legal Group <contact@mcleanlegalgroup.com>
Sent: Tuesday, June 30, 2020 3:41 PM
To: Jeff Mervis <jmervis@mervislaw.com>
Subject: RE: Tiffani Jones v. NVR

Please find attached my edited version of your Meet and Confer Statement and my edited version of your Proposed Scheduling Order . Thank you.

Pamela McLean, Esq.

McLean Legal Group

1629 K Street, NW, Suite 300

Washington, D.C. 20006

Office: 202-204-2234 Cell: 703-488-0852

contact@mcleanlegalgroup.com

Confidentiality: The contents of this email message and any attachments are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust,for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply email or phone and delete this message and its attachments, if any.

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

From:

"Jeff Mervis" <jmervis@mervislaw.com>

To:

"McLean Legal Group" <contact@mcleanlegalgroup.com>

Cc:

Sent:

Tue, 30 Jun 2020 19:21:43 +0000

Subject:

RE: Tiffani Jones v. NVR

Ms. McLean, attached is the meet and confer statement with further revisions and a proposed scheduling Order to be filed as Exhibit A.

I am available to talk this afternoon or tomorrow.

Thank you.

Jeffrey M. Mervis, Esq.

The Mervis Law Firm, LLC

12505 Park Potomac Avenue, 6th Fl.

Potomac, MD 20854

301-762-0020

301-762-0229 (fax)

jmervis@mervislaw.com

****

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****

From: McLean Legal Group <contact@mcleanlegalgroup.com>
Sent: Tuesday, June 30, 2020 2:02 PM

To: Jeff Mervis <jmervis@mervislaw.com>
Subject: Re: Tiffani Jones v. NVR

Please find the revised Meet and Confer Statement attached. Thank you.

Pamela McLean, Esq.

McLean Legal Group

1629 K Street, NW, Suite 300

Washington, D.C. 20006

Office: 202-204-2234 Cell: 703-488-0852

contact@mcleanlegalgroup.com

Confidentiality: The contents of this email message and any attachments are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust,for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply email or phone and delete this message and its attachments, if any.

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

From:

"Jeff Mervis" <jmervis@mervislaw.com>

To:

"McLean Legal Group" <contact@mcleanlegalgroup.com>

Cc:

Sent:

Mon, 29 Jun 2020 23:21:31 +0000

Subject:

Tiffani Jones v. NVR

Ms. McLean, attached is a proposed Meet and Confer Statement. Please let me know if you have time this week to conduct the meeting (by phone or zoom).

Thank you.

Jeffrey M. Mervis, Esq.

The Mervis Law Firm, LLC

12505 Park Potomac Avenue, 6th Fl.

Potomac, MD 20854

301-762-0020

301-762-0229 (fax)

jmervis@mervislaw.com

****

The information contained in this electronic message and any attached documents is privileged, confidential, and protected from disclosure. It may be an attorney-client communication and, as such, is privileged and confidential. If you are not the intended recipient, note that any review, disclosure, copying, distribution, or use of the contents of this electronic message or any attached documents is prohibited. If you have received this communication in error, please destroy it and notify us immediately by telephone (301-762-0020) or by reply electronic mail. Thank you.

****

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES	)	
	)	
Plaintiff	)	
	)	
v.	)	CASE NO..: 1:20-cv-000453 CKK
	)	
NVR, INC. t/a RYAN HOMES	)	
	)	
Defendant	)	

MEET AND CONFER STATEMENT

Pursuant to Fed. R. Civ. P. 26 (f), Rule 16.3 of the Local Civil Rules (LCvR), plaintiff, Tiffani Jones, and defendant, NVR, Inc. t/a Ryan Homes, by and through their counsel, hereby respectfully submit this meet and confer statement to propose a discovery plan and general schedule for the case and to provide the information requested in this Court's Order, dated June 5, 2020 (Dkt. No. __), and the Standing Order.

I. BRIEF STATEMENT OF THE CASE

Plaintiff, Tiffani Jones ("Jones"), sued defendant, NVR, Inc. ("NVR") for damages she alleges arising from leaks in a new home constructed for her by NVR. Jones sues for breach of contract, breach of express warranty and strict liability, and seeks damages in the amount of 9,873,200.00.

Defendant, NVR, Inc. contends an isolated leak developed in the tile or tile backer of a shower wall/shower pan. Upon opening of the shower wall, a small area of mold was discovered on plywood sheathing behind the area of the leak. Pursuant to its warranty, NVR has attempted to repair, but has been prevented by plaintiff from replacing the plywood sheathing, and reinstalling / replacing the shower wall/pan, and patching and painting drywall affected by the

leak. NVR has performed its obligations under the warranty, and plaintiff cannot establish liability or damages.

II. DISCOVERY PLAN AND PROPOSED SCHEDULE

(1) Dispositive Motions

Plaintiff anticipates that the case is not likely to be disposed of by dispositive motion. Defendant believes some or all of the claims/issues may be disposed of by dispositive motion.

(2) Joinder/Amendment of Pleadings

Any additional parties shall be joined, or amendment of the pleadings shall be made, by July 8, 2020.

(3) Assignment to a Magistrate Judge

The parties do not consent to referral of this case to a magistrate judge ~~for any purpose~~.

(4) Possibility of Settlement/Mediation

The parties believe that there is some prospect for settlement. The parties have not begun settlement discussions. However, the parties expect to discuss whether an early settlement conference would be beneficial to a resolution.

(5) Alternative Dispute Resolution/Mediation

Defendant believes that the case could benefit from the Court's Alternative Dispute Resolution procedure, and specifically a settlement conference before ~~or appointment of~~ a magistrate judge ~~to~~ after the exchange of expert reports~~mediate may be necessary~~.

(6) Motions for Summary Judgment

The parties propose that motions for summary judgment, if any, should be filed within thirty (30) days after the close of discovery, with oppositions, cross-motions and replies due thirty (30) days thereafter and replies fourteen (14) days after oppositions have been filed.

(7) Initial Disclosures

The parties will make Fed. R. Civ. P. 26 (a)(1) disclosures by ~~August 2~~July 31, 2020.

(8) Extent of Discovery

Plaintiff has served defendant 23 numbered interrogatories, 13 numbered document requests, and 23 numbered requests for admission. ~~Defendant has not answered any of plaintiff's discovery requests. Defendant will answer Plaintiff's discovery requests by September 30, 2020.~~ Deposition and defendant's written discovery shall begin upon issuance of the Scheduling Order and shall be completed by ~~October 31, 2020~~ January 29, 2021. The parties agree that the parties will take no more than five (5) fact witness depositions per side. The parties agree that they shall propound no more than twenty-five (25) written interrogatories, twenty-five (25) document requests and twenty-five (25) requests for admission (other than requests as to genuineness of documents), ~~not~~ including discrete subparts. Other limitations on discovery shall conform to the Local Rules of this Court and the Federal Rules of Civil Procedure. The parties do not anticipate conducting discovery in phases or limiting discovery beyond the limitations placed on discovery by the terms of Rule 26.

(9) Electronic Discovery

A. Preservation: The parties anticipate that ~~any ad all~~ emails and text messages ~~to~~ will be relevant to the issues in this case. To the extent they exist, the parties shall maintain backups of their respective e-mail and file servers, and smart devices.

B. Production: All data, files, and communications that, in the ordinary course of business, are recorded in electronic media (including but not limited to electronic mail

and attachments) may be produced in electronic format in the same file structure and organization as maintained by that party in the ordinary course. Parties may request native file versions of any electronic media or documents with metadata, if deemed to be necessary after the review of the electronic documents, except for email and project schedules, which shall be produced in native electronic format. ~~Parties may produce files in other formats if unable to produce them in native form.~~

(10) Claims of Privilege

The parties request that the Court include an order under Federal Rule of Evidence 502. Further, the parties agree and stipulate that the "clawback" of inadvertently produced privileged or trial preparation material shall be governed in accordance with Fed. R. Evid. 502(d).

(11) Expert Witness Reports

The parties agree on the following scheduling regarding Expert Witness Reports: Proponent's Rule 26(a)(2)(B) expert disclosures should be made on or before August ~~30~~31, 2020; Opponent's Rule 26(a)(2) expert disclosures should be made on or before ~~August~~ October 15~~30~~, 2020. Deposition of experts can occur any time after the expert's report is submitted with prior scheduled notice and approval of date and time of deposition by both parties.

(12) Class Action

This is not a case involving a class action.

(13) Bifurcated Trial/Discovery

The parties agree that neither discovery in this case nor trial should be bifurcated or managed in phases.

(14) Pretrial Conference

The parties propose that the Court schedule a pretrial conference, if necessary, at a scheduling conference occurring as soon as practical either after the filing of the Court's decision on any dispositive motions or, if no dispositive motions are filed, after the close of discovery.

(15) Trial Date

The parties propose that the Court schedule the trial of this matter at the pretrial conference conducted after the close of discovery.

(16) Other Matters

No other matters need to be included in a Scheduling Order.

(17) Proposed Scheduling Order

A proposed Scheduling Order is attached hereto as Exhibit A.

Respectfully Submitted,

_____ Pamela McLean D.C. Bar No. 497891 1629 K Street, NW, Suite 300 Washington, DC 20006 202-204-2234 contact@mcleanlegalgroup.com Counsel for Plaintiff, *Tiffani Jones*	_____ Jeffery M. Mervis D.C. Bar No.: 426257 The Mervis Law Firm, LLC 12505 Park Potomac Ave., 6th Floor Potomac, MD 20854 Tel: (301) 762-0020 Fax: (301) 762-0229 E-mail:jmervis@mervislaw.com *Attorney for Defendant, NVR, Inc.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, 2020, a true and correct copy of the foregoing Rule 26 Meet and Confer Statement was electronically filed using CM/ECF causing service via electronic mail upon those signed up for electronic service to:

Jeffery M. Mervis
The Mervis Law Firm, LLC
12505 Park Potomac Ave., 6th Floor

Potomac, MD 20854
E-mail:jmervis@mervislaw.com
Attorney for Defendant

Pamela McLean
Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES	)	
	)	
Plaintiff	)	
	)	
v.	)	CASE NO..: 1:20-cv-000453 CKK
	)	
NVR, INC. t/a RYAN HOMES	)	
	)	
Defendant	)	

SCHEDULING ORDER

Upon consideration of the representations, suggestions, and agreements made by counsel for all parties in their Meet and Confer Statement pursuant to Local Rule 16.3, and for good cause shown, it is this _____ day of _____ 2020, by the United States District Court for the District of Columbia,

ORDERED, that the deadlines governing the further litigation of this action shall be as follows:

Motions to join party or amend pleading:	July 8, 2020
Fed.R.Civ.P. 26(a)(1) disclosures:	July 31, 2020
Proponent's Rule 26(a)(2)(B) expert disclosures:	August 31, 2020
Opponent's Rule 26(a)(2)(B) expert disclosures:	October 15, 2020
Discovery close:	January 29, 2021
Dispositive Motions:	March 3, 2021, with oppositions, cross-motions and replies due thirty (30) days thereafter and replies fourteen (14) days after oppositions have been filed.

Dated: _____, 2020

_____
COLLEEN KOLLAR-KOTELLY
United States District Judge

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 1:20-cv-00453 (CKK)
	)	
NVR, INC.	)	
	)	
Defendant.	)	

NVR, INC.'S RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION, INSPECTION, AND COPYING OF DOCUMENTS

Defendant, NVR, Inc. ("NVR"), by counsel and pursuant to Fed.R.Civ.P. 26 and 34, and Local Rule 26.2, hereby responds to plaintiff's First Set of Requests for Production, Inspection, and Copying of Documents.

RESPONSES TO DOCUMENT REQUESTS

Request no. 1: Any and all documents on which you relied or identified in your Answers to Interrogatories, or which relate to your Answers to or the subject matter of the Interrogatories.

RESPONSE: NVR objects to Request no. 1 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the Request because it fails to identify the documents or nature of the documents sought with reasonable particularity because the terms "relate" to NVR's answers to interrogatories and "the subject matter of the Interrogatories" is overly broad and unduly burdensome, and requires that NVR make a subjective determination of what documents may be responsive. NVR also objects to the Request on the grounds that it seeks irrelevant and immaterial information that is not relevant or material to any claim or defense in the lawsuit, and the information sought is not proportional to and has no potential impact on resolving any issue in the case, and the burden and

cost of producing the information outweighs any likely benefit of the information because it is overly broad and unduly burdensome because it is not limited in terms of scope of time period or scope of subject matter relevant to plaintiff's master-bathroom shower that is the subject of the claims and defenses in this lawsuit, and purports to require production of all documents that "relate" to NVR's answers to interrogatories and "the subject matter of the Interrogatories." NVR also objects to the extent the Request seeks information that (i) is protected by the attorney-client privilege, (ii) is attorney work product, (iii) reveals the mental impressions of its attorneys, (iv) was prepared in anticipation of litigation, or (iv) protected under any other applicable privilege.

Request no. 2: Plumbing permit from D.C. Water and Sewer Authority.

RESPONSE: NVR objects to Request no. 2 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the Request because it fails to identify the documents or nature of the documents sought with reasonable particularity because the terms "plumbing permit" is not defined and D.C. Water and Sewer Authority does not issue plumbing permit, and requires that NVR make a subjective determination of what documents may be responsive. NVR also objects to the Request on the grounds that it seeks irrelevant and immaterial information that is not relevant or material to any claim or defense in the lawsuit, and the information sought is not proportional to and has no potential impact on resolving any issue in the case, and the burden and cost of producing the information outweighs any likely benefit of the information because it is overly broad and unduly burdensome because it is not limited in terms of scope of time period or scope of subject matter relevant to plaintiff's master-bathroom shower that is the subject of the claims and defenses in this

lawsuit, and have nothing to do with any permit issued by D.C. Water and Sewer Authority.

Request no. 3: All documents containing any statements made to you by anyone with personal knowledge of the facts at issue in this case, about the facts at issue in this case.

RESPONSE: NVR objects to Request no. 3 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the Request because it fails to identify the documents or nature of the documents sought with reasonable particularity because the terms "any statements" about the "facts at issue in this case" is overly broad and unduly burdensome, and requires that NVR make a subjective determination of what documents may be responsive. NVR also objects to the Request on the grounds that it seeks irrelevant and immaterial information that is not relevant or material to any claim or defense in the lawsuit, and the information sought is not proportional to and has no potential impact on resolving any issue in the case, and the burden and cost of producing the information outweighs any likely benefit of the information because it is overly broad and unduly burdensome because it is not limited in terms of scope of time period or scope of subject matter relevant to plaintiff's master-bathroom shower that is the subject of the claims and defenses in this lawsuit, and purports to require production of all documents that "relate" to NVR's answers to interrogatories and "the subject matter of the Interrogatories." NVR also objects to the extent the Request seeks information that (i) is protected by the attorney-client privilege, (ii) is attorney work product, (iii) reveals the mental impressions of its attorneys, (iv) was prepared in anticipation of litigation, or (iv) protected under any other applicable privilege.

Request no. 4: Any and all correspondence between you and the plaintiff in the past four years, including letters, emails, text messages, and any other written or electronic communications.

RESPONSE: NVR objects to Request no. 4 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by

Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the Request on the grounds that it seeks irrelevant and immaterial information that is not relevant or material to any claim or defense in the lawsuit, and the information sought is not proportional to and has no potential impact on resolving any issue in the case, and the burden and cost of producing the information outweighs any likely benefit of the information because it is overly broad and unduly burdensome because it is not limited in terms of scope of time period or scope of subject matter relevant to plaintiff's master-bathroom shower that is the subject of the claims and defenses in this lawsuit.

Request no. 5: All documents related to any contact, in person, oral, written or electronic between you and the plaintiff in the past four years.

RESPONSE: NVR objects to Request no. 5 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the Request because it fails to identify the documents or nature of the documents sought with reasonable particularity because the terms "related to" and "contact" are overly broad and unduly burdensome, and requires that NVR make a subjective determination of what documents may be responsive. NVR also objects to the Request on the grounds that it seeks irrelevant and immaterial information that is not relevant or material to any claim or defense in the lawsuit, and the information sought is not proportional to and has no potential impact on resolving any issue in the case, and the burden and cost of producing the information outweighs any likely benefit of the information because it is overly broad and unduly burdensome because it is not limited in terms of scope of time period or scope of subject matter relevant to plaintiff's master-bathroom shower that is the subject of the claims and defenses in this lawsuit.

Request no. 6: All documents that you intend to introduce as evidence in this case.

RESPONSE: NVR objects to Request no. 6 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the extent the Request seeks information that (i) is protected by the attorney-client privilege, (ii) is attorney work product, (iii) reveals the mental impressions of its attorneys, (iv) was prepared in anticipation of litigation, or (iv) protected under any other applicable privilege. NVR reserves the right to introduce as evidence in this case all documents produced or received by any party in this case, expert reports, and, regardless of whether it has been produced, any other document or thing permissible to be admitted for the purpose of rebuttal or impeachment NVR will identify and produce its trial exhibits in accordance with the scheduling order and applicable Rules.

Request no. 7: All documents related to any criminal or civil charges filed against you in D.C. or in any other jurisdiction, whether or not they resulted in convictions, for the past ten years.

RESPONSE: NVR objects to Request no. 7 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the Request because it seeks information that is inadmissible and not reasonably calculated to lead to the discovery of admissible evidence. NVR also objects because the Request is vague, ambiguous and overly broad because the term "civil charges" is not defined. NVR also objects to the Request on the grounds that it seeks irrelevant and immaterial information that is not relevant or material to any claim or defense in the lawsuit, and the information sought is not proportional to and has no potential impact on resolving any issue in the case, and the burden and cost of producing the information outweighs any likely benefit of the information because it is

overly broad and unduly burdensome because it is not limited in terms of scope of time period or scope of subject matter relevant to plaintiff's master-bathroom shower that is the subject of the claims and defenses in this lawsuit. NVR further objects because the Request seeks information that is publicly available and equally accessible to plaintiff.

Request no. 8: Copies of all written memoranda and reports and photographs submitted to you or your attorney by any potential witnesses named in your Answers to Interrogatories as well as all tape recordings or other evidence prepared from tape recordings made in connection with any wiretapping or other electronic surveillance or recordings conducted by you or others on your behalf.

RESPONSE: NVR objects to Request no. 8 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the Request because it fails to identify the subject matter of the documents sought with reasonable particularity, and requires that NVR make a subjective determination of what documents may be responsive. NVR also objects to the Request on the grounds that it seeks irrelevant and immaterial information that is not relevant or material to any claim or defense in the lawsuit, and the information sought is not proportional to and has no potential impact on resolving any issue in the case, and the burden and cost of producing the information outweighs any likely benefit of the information because it is overly broad and unduly burdensome because it is not limited in terms of scope of time period or scope of subject matter relevant to plaintiff's master-bathroom shower that is the subject of the claims and defenses in this lawsuit. NVR also objects to the extent the Request seeks information that (i) is protected by the attorney-client privilege, (ii) is attorney work product, (iii) reveals the mental impressions of its attorneys, (iv) was prepared in anticipation of litigation, or (iv) protected under any other applicable privilege.

Request no. 9: Any and all reports of investigators or experts related to any issue in this case.

RESPONSE: NVR objects to Request no. 9 on the ground that it is issued prematurely and

contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the Request because it fails to identify the documents or nature of the documents sought with reasonable particularity, and because it seeks documents of "experts" regardless of whether they are retained to give expert testimony, and therefore exceeds the permissible scope of discovery. NVR also objects to the Request on the grounds that it seeks irrelevant and immaterial information that is not relevant or material to any claim or defense in the lawsuit, and the information sought is not proportional to and has no potential impact on resolving any issue in the case, and the burden and cost of producing the information outweighs any likely benefit of the information because it is overly broad and unduly burdensome because it is not limited in terms of scope of time period or scope of subject matter relevant to plaintiff's master-bathroom shower that is the subject of the claims and defenses in this lawsuit. NVR also objects to the extent the Request seeks information that (i) is protected by the attorney-client privilege, (ii) is attorney work product, (iii) reveals the mental impressions of its attorneys, (iv) was prepared in anticipation of litigation, or (iv) protected under any other applicable privilege.

Request no. 10: For years 2015 throu [sic] 2019, all employment contracts, correspondences, and documents evidencing terms and conditions of employment between you and employees and agents who worked on the subject property, including, without limitation, information about wages, salaries, bonuses, stock options, commissions, earnings, income, pay raises, promotions, payroll deductions, other deductions of any kind, pension plans, pension funds, retirement plans, retirement funds, stock plans, and stock funds and other benefits or deductions of any kind which are, were previously, or which may in the future be paid, available, or withheld for any purpose, or otherwise, or to which you are, were, or may become, entitled in the future.

RESPONSE: NVR objects to Request no. 10 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil

Procedure and the Court's Local Rules. NVR also objects to the Request seeks personal and confidential information. NVR also objects to the Request because it is vague, ambiguous and overly broad because the terms "worked on" and "subject property" are not defined. NVR also objects to the Request on the grounds that it seeks irrelevant and immaterial information that is not relevant or material to any claim or defense in the lawsuit, and the information sought is not proportional to and has no potential impact on resolving any issue in the case, and the burden and cost of producing the information outweighs any likely benefit of the information because it is overly broad and unduly burdensome because it is not limited in terms of scope of persons, job title or function, scope of time period or scope of subject matter relevant to plaintiff's master-bathroom shower that is the subject of the claims and defenses in this lawsuit.

Request no. 11: Any and all documents, not previously provided, upon which you intend to rely in the trial of this case.

RESPONSE: NVR objects to Request no. 11 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the extent the Request seeks information that (i) is protected by the attorney-client privilege, (ii) is attorney work product, (iii) reveals the mental impressions of its attorneys, (iv) was prepared in anticipation of litigation, or (iv) protected under any other applicable privilege. NVR reserves the right to introduce as evidence in this case all documents produced or received by any party in this case, expert reports, and, regardless of whether it has been produced, any other document or thing permissible to be admitted for the purpose of rebuttal or impeachment NVR will identify and produce its trial exhibits in accordance with the scheduling order and applicable Rules.

Request no. 12: Any and all documents that you contend evidence any claim or defense that you have in this case.

RESPONSE: NVR objects to Request no. 6 on the ground that it is issued prematurely and

contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the extent the Request seeks information that (i) is protected by the attorney-client privilege, (ii) is attorney work product, (iii) reveals the mental impressions of its attorneys, (iv) was prepared in anticipation of litigation, or (iv) protected under any other applicable privilege. NVR also objects to the Request because it is vague, ambiguous, overly broad and non-sensical, and fails to identify the documents or nature of the documents sought with reasonable particularity, and requires that NVR make a subjective determination of what documents may be responsive and/or seeks the mental impressions of NVR's counsel. NVR reserves the right to introduce as evidence in this case all documents produced or received by any party in this case, expert reports, and, regardless of whether it has been produced, any other document or thing permissible to be admitted for the purpose of rebuttal or impeachment NVR will identify and produce its trial exhibits in accordance with the scheduling order and applicable Rules.

Request no. 13: Any and all documentation in your possession custody or control related to construction of the subject property.

RESPONSE: NVR objects to Request no. 13 on the ground that it is issued prematurely and contrary to Local Rule 26.2(a), because it seeks discovery before the parties have conferred as required by Fed.R.Civ.P. 26(f). NVR further objects to the Request's "Definitions and Instructions" to the extent they seek to impose on NVR duties or obligations that exceed those required under the Federal Rules of Civil Procedure and the Court's Local Rules. NVR also objects to the extent the Request seeks information that (i) is protected by the attorney-client privilege, (ii) is attorney work product, (iii) reveals the mental impressions of its attorneys, (iv) was prepared in anticipation of litigation, or (iv) protected under any other applicable privilege. NVR also objects to the Request because it is vague, ambiguous, overly broad and non-sensical, and fails to identify the documents or nature of the documents sought with

reasonable particularity, and requires that NVR make a subjective determination of what documents may be responsive and/or seeks the mental impressions of NVR's counsel, and because the terms "construction" and "subject property" are not defined. NVR also objects to the Request because it fails to identify the subject matter of the documents sought with reasonable particularity, and requires that NVR make a subjective determination of what documents may be responsive. NVR also objects to the Request on the grounds that it seeks irrelevant and immaterial information that is not relevant or material to any claim or defense in the lawsuit, and the information sought is not proportional to and has no potential impact on resolving any issue in the case, and the burden and cost of producing the information outweighs any likely benefit of the information because it is overly broad and unduly burdensome because it is not limited in terms of scope of time period or scope of subject matter relevant to plaintiff's master-bathroom shower that is the subject of the claims and defenses in this lawsuit.

Respectfully submitted,

/s/ Jeffrey M. Mervis

_____

Jeffery M. Mervis (DC Bar No.: 426257)
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12505 Park Potomac Ave., 6th Floor
Potomac, MD 20854
Tel: (301) 762-0020
Fax: (301) 762-0229
E-mail: jmervis@mervislaw.com
Attorney for Defendant, NVR, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of April, 2020, I caused the foregoing to be served by the email and first class mail to:

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, N.W., Suite 300
Washington, DC 20006
contact@mcleanlegalgroup.com
Attorney for Plaintiff

/s/ Jeffrey M. Mervis
Jeffery M. Mervis (DC Bar No.: 426257)
The Mervis Law Firm, LLC
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Potomac, MD 20854
Tel: (301) 762-0020
Fax: (301) 762-0229
E-mail: jmervis@mervislaw.com
Attorney for Defendant, NVR, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES	)	
	)	
Plaintiff	)	
	)	
v.	)	CASE NO..: 1:20-cv-000453 CKK
	)	
NVR, INC. t/a RYAN HOMES	)	
	)	
Defendant	)	

MEET AND CONFER STATEMENT

Pursuant to Fed. R. Civ. P. 26 (f), Rule 16.3 of the Local Civil Rules (LCvR), plaintiff, Tiffani Jones, by and through undersigned counsel, hereby respectfully submits this meet and confer statement to propose a discovery plan and general schedule for the case and to provide the information requested in this Court's Order, dated June 5, 2020 (Dkt. No. __), and the Standing Order. The parties held a meeting (via telephone) on July 1, 2020 at approximately 3:00 p.m. Defense counsel drafted a joint statement. In spite of several attempts, the parties failed to agree on the specific terms of the joint statement (i.e. a discovery plan and scheduling order). Plaintiff's counsel authorized defense counsel to file a joint statement reflecting each party's proposed discovery plan and proposed scheduling order. To date, defense counsel has failed to do so. Therefore, Plaintiff's counsel hereby files this statement reflecting solely Plaintiff's proposed discovery plan and scheduling order.

I. BRIEF STATEMENT OF THE CASE

Plaintiff, Tiffani Jones ("Jones"), brought this action against defendant, NVR, Inc. ("NVR") for its failure to honor the terms of a contract for the construction of new residential property. As a result of defendant's failure to build and deliver a safe and habitable home, the plaintiff and her family sustained injuries. Plaintiff gave defendant numerous opportunities to

cure. However, defendant failed to resolve the plumbing issues at the heart of this case. Therefore, plaintiff is entitled to punitive and compensatory damages for her claims of breach of contract, breach of express warranty and strict liability.

Discovery Plan and Proposed Schedule

(1) Dispositive Motions

Plaintiff anticipates that the case is not likely to be disposed of by dispositive motion.

(2) Joinder/Amendment of Pleadings

Any additional parties shall be joined by July 8, 2020.

(3) Assignment to a Magistrate Judge

Plaintiff does not consent to referral of this case to a magistrate judge for any purpose.

(4) Possibility of Settlement/Mediation

The parties initiated settlement discussions during the course of their Meet and Confer. However, no settlement agreement has been reached at this time. Plaintiff is amenable to discussing whether an early settlement conference would be beneficial to a resolution.

(5) Alternative Dispute Resolution/Mediation

Plaintiff is receptive to court-ordered mediation and an out of court settlement between the parties.

(6) Motions for Summary Judgment

The parties propose that motions for summary judgment, if any, should be filed within thirty (30) days after the close of discovery, with oppositions, cross-motions and replies due thirty (30) days thereafter and replies fourteen (14) days after oppositions have been filed.

(7) Initial Disclosures

The parties will make Fed. R. Civ. P. 26 (a)(1) disclosures by August 2, 2020.

(8) Extent of Discovery

On March 17, 2020, plaintiff served defendant 23 numbered interrogatories, 13 numbered document requests, and 23 numbered requests for admission. Defendant has not answered any of plaintiff's discovery requests. Defendant will answer Plaintiff's discovery requests by September 30, 2020. Deposition and defendant's written discovery shall begin upon issuance of the Scheduling Order and shall be completed by October 31, 2020. The parties agree that the parties take no more than five (5) fact witness depositions per side. The parties agree that they shall propound no more than twenty-five (25) written interrogatories, twenty-five (25) document requests and twenty-five (25) requests for admission (other than requests as to genuineness of documents), not including discrete subparts. Other limitations on discovery shall conform to the Local Rules of this Court and the Federal Rules of Civil Procedure. The parties do not anticipate conducting discovery in phases or limiting discovery beyond the limitations placed on discovery by the terms of Rule 26.

(9) Electronic Discovery

A. Preservation: The parties anticipate any and all emails and text messages to be relevant to the issues in this case. To the extent they exist, the parties shall maintain backups of their respective e-mail and file servers, and smart devices.

B. Production: All data, files, and communications that, in the ordinary course of business, are recorded in electronic media (including but not limited to electronic mail and attachments) may be produced in electronic format in the same file structure and organization as maintained by that party in the ordinary course. Parties may request native file versions of any electronic media or documents with metadata, if deemed to be necessary after the

review of the electronic documents, except for email and project schedules, which shall be produced in native electronic format. Parties may produce files in other formats if unable to produce them in native form.

(10) Claims of Privilege

The parties request that the Court include an order under Federal Rule of Evidence 502. Further, the parties agree and stipulate that the "clawback" of inadvertently produced privileged or trial preparation material shall be governed in accordance with Fed. R. Evid. 502(d).

(11) Expert Witness Reports

Plaintiff requests the following scheduling regarding Expert Witness Reports: Proponent's Rule 26(a)(2)(B) expert disclosures should be made on or before August 30, 2020; Opponent's Rule 26(a)(2) expert disclosures should be made on or before August 30, 2020. Deposition of experts can occur any time after the expert's report is submitted with two weeks prior notice and approval of a date and time of deposition by both parties. Depositions will be held virtually, either via zoom or skype.

(12) Class Action

This is not a case involving a class action.

(13) Bifurcated Trial/Discovery

The parties agree that neither discovery in this case nor trial should be bifurcated or managed in phases.

(14) Pretrial Conference

The parties propose that the Court schedule a pretrial conference, if necessary, at a scheduling conference occurring as soon as practical either after the filing of the Court's decision on any dispositive motions or, if no dispositive motions are filed, after the close of discovery.

(15) Trial Date

The parties propose that the Court schedule the trial of this matter at the pretrial conference conducted after the close of discovery.

(16) Other Matters

No other matters need to be included in a Scheduling Order.

(17) Proposed Scheduling Order

A proposed Scheduling Order is attached hereto.

Respectfully Submitted,

J

July 21, 2020

/s/Pamela McLean, Esq.
McLean Legal Group
Bar No. 497891
1629 K Street, NW Suite 300
Washington, D.C. 20006
202-204-2234(O) 703-488-0852(C)
contact@mcleanlegalgroup.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 21, 2020, a true and correct copy of the foregoing Rule 26 Meet and Confer Statement was electronically filed using CM/ECF causing service via electronic mail upon those signed up for electronic service.

/s/Pamela McLean

Important: Please note only data that has clinical mapping will be shared/transmitted.

The following sections represent the most current data on record and are not specific to the date of the Visit: Demographics, Social History, Problems, Allergies, Immunizations, Health Concerns, and Medical Equipment (UDI).

Patient Details

Patient name	Contact info	Patient IDs	Sex
RILEY KUNDERA	1329 SAVANNAH STREET SE APT 5 WASHINGTON, DC 20032, US	[redacted]	Female
September 14, 2016	[redacted]		

LANGUAGE	RACE	ETHNICITY
English	Black or African American	Not Hispanic or Latino

Care Giver	Alsan Bellard
Contact Info	1801 Mississippi Avenue SE Washington, DC 20020-6117 [redacted]

Information recipient:

PROBLEMS

Type	Condition	ICD9-CM Code	ICD10-CM Code	Onset Dates	Condition Status	SNOMED Code
Problem	Personal history of underimmunization status		Z28.3		Active	304250009
Problem	Iron deficiency anemia, unspecified iron deficiency anemia type		D50.9		Active	87522002

ALLERGIES

No Known Allergies

ENCOUNTERS From 2016-09-14 To 2019-11-24

Encounter	Location	Date	Provider	Diagnosis
CHC - THEARC	1801 Mississippi Avenue SE Washington, DC 20020-6117	28 Oct, 2019	Alsan Bellard	Mold suspected exposure Z77.120

IMMUNIZATIONS

Vaccine	Route	Administration Date	Status

Prevnar 13 - Pneumococcal conjugate (PCV13)	IM Intramuscular	March 28, 2017	Administered
Varicella	SC Subcutaneous	Aug 02, 2019	Administered
Pediarix (DTaP/HBV/IPV)	IM Intramuscular	March 28, 2017	Administered
Polio, inactivated (IPV)	IM Intramuscular	Aug 02, 2019	Administered
MMR	SC Subcutaneous	Aug 02, 2019	Administered
Hepatitis B (HBV)	IM Intramuscular	Aug 02, 2019	Administered
Prevnar 13 - Pneumococcal conjugate (PCV13)	Unknown	Aug 02, 2019	Pending
Hepatitis A (HAV)	IM Intramuscular	Aug 02, 2019	Administered
Prevnar 13 - Pneumococcal conjugate (PCV13)	IM Intramuscular	Aug 02, 2019	Administered
H. influenzae type B (HIB)	IM Intramuscular	March 28, 2017	Administered
DTaP	IM Intramuscular	Aug 02, 2019	Administered

SOCIAL HISTORY

Sex Assigned At Birth:

Social History Observation	Description
Sex Assigned At Birth	Unknown

REASON FOR REFERRAL

No Information

VITAL SIGNS

Temperature	36.7 C	28 Oct, 2019
Weight	19.9 kg	28 Oct, 2019

MEDICATIONS

Medication	SIG (Take, Route, Frequency, Duration)	Start Date	End Date	Status
Claritin 5 mg/5ml	5 ml Orally Once a day for 30 day(s)	28 Oct, 2019	2 Nov, 2019	Active
Ferrous Sulfate 75 (15 Fe) MG/ML	4 ml Orally once a day for 30 day	02 Aug, 2019		Active
Flonase Nasal Spray 0.05 mg/inh	1 sprays nasally BID for 30 days	28 Oct, 2019	8 Nov, 2019	Active

PROCEDURES

No Information

RESULTS

No Results

REASON FOR VISIT

No Information

Goals Section

No Information

Health Concerns

No Information

MEDICAL EQUIPMENT

No Information

MENTAL STATUS

No Information

FUNCTIONAL STATUS

No Information

ASSESSMENTS

Encounter Date	Diagnosis
28 Oct, 2019	Mold suspected exposure (ICD-10 - Z77.120)

PLAN OF TREATMENT

Medication

Medication Name	Sig	Start Date	Stop Date
Claritin 5 mg/5ml	5 ml Orally Once a day for 30 day(s)	28 Oct, 2019	2 Nov, 2019
Flonase Nasal Spray 0.05 mg/inh	1 sprays nasally BID for 30 days	28 Oct, 2019	8 Nov, 2019

Treatment Notes

Assessment	Notes
Mold suspected exposure	Allergies in Children: Care Instructions material was published to portal

Next Appt

Details
prn Reason:

Care Team	
Guardian	TIFFANI JONES
Contact info	1329 SAVANNAH STREET SE WASHINGTON, DC 20032, US [redacted]
Emergency contact	TIFFANI JONES
Contact info	1329 SAVANNAH STREET SE WASHINGTON, DC 20032, US [redacted]

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Important: Please note only data that has clinical mapping will be shared/transmitted.

The following sections represent the most current data on record and are not specific to the date of the Visit: Demographics, Social History, Problems, Allergies, Immunizations, Health Concerns, and Medical Equipment (UDI).

Patient Details

Patient name	Contact info	Patient IDs	Sex
KARTER KUNDERA	1329 SAVANNAH STREET SE APT 5 WASHINGTON, DC 20032, US	[redacted]	Female
May 26, 2008	[redacted]		

LANGUAGE	RACE	ETHNICITY
English	Black or African American	Not Hispanic or Latino

Care Giver	Alsan Bellard
Contact Info	1801 Mississippi Avenue SE Washington, DC 20020-6117 Tel: 202-436-3060

Information recipient:

PROBLEMS

Type	Condition	ICD9-CM Code	ICD10-CM Code	Onset Dates	Condition Status	SNOMED Code
Problem	Seasonal allergic rhinitis, unspecified allergic rhinitis trigger		J30.2		Active	367498001
Problem	Obesity, unspecified obesity severity, unspecified obesity type		E66.9		Active	414916001

ALLERGIES

No Known Allergies

ENCOUNTERS From 2008-05-26 To 2019-11-24

Encounter	Location	Date	Provider	Diagnosis
CHC - THEARC	1801 Mississippi Avenue SE Washington, DC 20020-6117	28 Oct, 2019	Alsan Bellard	Mold suspected exposure Z77.120

IMMUNIZATIONS

Vaccine	Route	Administration Date	Status
Influenza, Quad-V, 6+ mos P-free	IM Intramuscular	Nov 17, 2018	Administered
Menactra - Meningococcal conjugate (MCV4P)	IM Intramuscular	Aug 02, 2019	Administered
Human papillomavirus, 9-V (HPV9)	IM Intramuscular	Aug 02, 2019	Administered
Tdap	IM Intramuscular	Aug 02, 2019	Administered
Influenza, Tri-V, 3+ yrs P-free	IM Intramuscular	Feb 05, 2014	Administered

SOCIAL HISTORY

Sex Assigned At Birth:

Social History Observation	Description
Sex Assigned At Birth	Unknown

REASON FOR REFERRAL

No Information

VITAL SIGNS

Temperature	36.7 C	28 Oct, 2019
Weight	90.4 kg	28 Oct, 2019

MEDICATIONS

Medication	SIG (Take, Route, Frequency, Duration)	Start Date	End Date	Status
Flonase Nasal Spray 0.05 mg/inh	1 sprays nasally BID for 30 days			Active
Claritin 10 MG	1 tablet Orally Once a day for 30 day(s)			Active
Loratadine 10mg	10mg po once a day for 30 day	02 Aug, 2019		Not-Taking

PROCEDURES

No Information

RESULTS

No Results

REASON FOR VISIT

No Information

Goals Section

No Information

Health Concerns

No Information

MEDICAL EQUIPMENT

No Information

MENTAL STATUS

No Information

FUNCTIONAL STATUS

No Information

ASSESSMENTS

Encounter Date	Diagnosis
28 Oct, 2019	Mold suspected exposure (ICD-10 - Z77.120)

PLAN OF TREATMENT

Medication

Medication Name	Sig	Start Date	Stop Date
Claritin 10 MG	1 tablet Orally Once a day for 30 day(s)		
Flonase Nasal Spray 0.05 mg/inh	1 sprays nasally BID for 30 days		

Treatment Notes

Assessment	Notes
Mold suspected exposure	Allergies in Children: Care Instructions material was published to portal,fluticasone nasal material was published to portal

Next Appt

Details
prn Reason:

Care Team

Guardian	TIFFANI JONES
Contact info	1329 SAVANNAH STREET SE WASHINGTON, DC 20032, US

	Tel: 240-593-5195
Emergency contact	ANTHONY KUNDERA
Contact info	1329 SAVANNAH STREET SE WASHINGTON, DC 20032, US Tel: 202-562-0651

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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff, *

*

v. * **Civil Case No. 1:20-cv-00453 (CKK)**

*

NVR, INC. *

Defendant.

REPLY TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO FILE UNDER SEAL

Plaintiff Tiffani Jones, by and through undersigned counsel, hereby files her Reply to Defendant's Opposition to Plaintiff's Motion for Leave to File Under Seal. In support thereof, Plaintiff states as follows:

1. The proposed exhibits were all referenced in Plaintiff's Complaint and evidence the facts upon which the Complaint itself relies. The D.C. Circuit has held that"...a court may consider on a motion to dismiss "the facts alleged in the complaint, documents attached as exhibits or incorporated by reference in the complaint," *Gustave-Schmidt v. Chao*, 226 F. Supp. 2d 191, 196 (D.D.C.2002), or "documents `upon which the plaintiff's complaint necessarily relies' even if the document is produced not by the plaintiff in the complaint but by the defendant in a motion to dismiss," *Hinton v. Corr. Corp. of Am*., 624 F. Supp. 2d 45, 46 (D.D.C.2009) (quoting * 120 *Parrino v. FHP, Inc.,* 146 F.3d 699, 706 (9th Cir.1998)). Defendant argued in its Motion to Dismiss that Plaintiff's Complaint had a "dearth" of evidence. The proposed exihibits filed under seal provide the proof of Plaintiff's allegations and are fully discussed in the Complaint itself. Therefore, the proposed exhibits are not outside the pleadings and

Fed.R.Civ.P. 12(d) is inapplicable here.

2. Plaintiff's counsel emailed her Motion for Leave to File Under Seal and all the proposed exhibits to opposing counsel immediately after filing it. Therefore, Defendant can make no claim of prejudice.

3. The proposed exhibits were filed under seal due to privacy concerns. The Supreme Court has recognized limits on the right to public access of judicial proceedings. "The common-law right to inspect and copy judicial records is not absolute, but the decision whether to permit access is best left to the sound discretion of the trial court, a discretion to be exercised in light of the relevant facts and circumstances of the particular case". *Nixon v. Warner Communications, Inc.,* 435 U.S. 589 (98 S.Ct. 1306, 55 L.Ed.2d 570). The trial court may, in its sound discretion, seal certain records on privacy grounds. "...the Supreme Court has recognized an obligation on the part of the courts to take some measures to protect even a suspected criminal's privacy." *United States v. Hubbard*, 493 F.Supp. 209 (D.D.C. 1979); 427 U.S. 463, 482 n. 11, 96 S.Ct. 2737, 2749, 49 L.Ed.2d 627 (1975).

4. With respect to the six factors outlined in *Hubbard*: (1) there exists no need for public access to personal financial information and medical records of the Plaintiff; (2) these records were not previosuly accessible to the public at large; (3) Defendant is the only party objecting to disclosure and Defendant has already been given full access to all the proposed exhibits; (4) Plaintiff has an inherent privacy interest in her financial and medical information; (5) There is no potential for prejudice to Defendant because it already has full access to all the proposed exhibits; and (6) The proposed exhibits were introduced as evidence to facts referenced in the Complaint. *United States v. Hubbard*, 493 F.Supp. 209 (D.D.C. 1979); 427 U.S. 463, 482 n. 11, 96 S.Ct. 2737, 2749, 49 L.Ed.2d 627 (1975).

5. Plaintiff's Motion does present sufficient grounds to overcome the presumption in favor of public access to judicial proceedings.

6. With respect to the specific exhibits, the Purchase Agreement (Exhibit 1) contains sensitive financial records which cannot be easily redacted from the document. This financial

information is central to Plaintiff's case as the dollar amounts and payments made evidence her compliance with the Contract terms. To redact this information would throw into question Plaintiff's full performance of the Contract terms. The medical records (Exhibits 3,4,5,6, 7) also contain data which are central to Plaintiff's claim of personal injury. Redacting medical ID numbers, birth dates and social security numbers would not sufficiently protect Plaintiff's right to not have her entire family's medical history made open to the public. Plaintiff made no request to file exhibits 8 and 9 under seal. Plaintiff only requested that these records be filed directly to chambers due to a technical inability to convert them to pdf. Defense counsel was also provided copies of these files.

WHEREFORE, Plaintiff moves the court to grant her prior Motion for Leave to File Under Seal.

Date: March 17, 2020

Respectfully submitted,
/s/Pamela McLean, Esq.
McLean Legal Group
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Washington, D.C. 20006
202-204-2234(O) 703-488-0852(C)
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Certificate of Service

I, Pamela McLean, certify that the foregoing Reply has been served electronically upon all parties of record on this 17th day of March 2020.

/s/Pamela McLean

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES,

Plaintiff, *

*

v. * **Civil Case No. 1:20-CV-00453 (CKK)**

*

NVR, INC.

Defendant.

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO DISMISS

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Fed. R. Civ. P. 9(b)

D.C. Stand. Civ. Jury Instr. 23.06 (LexisNexis 2008)

D.C. Code § 28–3904(d)

D.C. Code § 28–3904(e) and (f)

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EXHIBITS

Exhibit 1 - District of Columbia Purchase Agreement

Exhibit 2 - Warranty Manual

Exhibit 3- Medical Records (Riley)

Exhibit 4 - Medical Records (Karter)

Exhibit 5 - Medical Records (Tiffani & Michael1)

Exhibit 6 - Medical Records (Tiffani & Michael2)

Exhibit 7 - Medical Records (Tiffani & Michael3)

Exhibit 8 - Text Messages

Exhibit 9 - Home Pictures

Exhibit 10 - Mold Remediation Estimate

Exhibit 11 - Mold Remediation Company License

Exhibit 12 - Structural Defects Repair Estimate

Exhibit 13 - Mold Lab Report 1

Exhibit 14 - Mold Lab Report 2

I. PRELIMINARY STATEMENT

Tiffani Jones was a first-time home-buyer who placed her trust in NVR, Inc. to build a structurally sound and safe home for her and her family. Instead, the Defendant delivered to Jones a poorly constructed house which was ultimately uninhabitable. In spite of repeated pleas for help, plumbing issues persisted and eventually mushroomed into toxic mold, compromising both the health and safety of the entire Jones family. Acting as builder, seller, inspection agent and (briefly) mortgagee, the Defendant was able to reap maximum profits while delivering next to nothing in return. To add insult to injury, the language of the sales contract sought to completely deprive Jones of any right of redress.

II. FACTUAL AND PROCEDURAL HISTORY

Mrs. Jones and NVR, Inc. executed a contract for the construction of her new home on February 29, 2016 for a total sales price of $489,935.00. Construction of the house began on July 6, 2016 and was completed on September 12, 2016. Mrs. Jones and her family moved in on November 3, 2016. By February 2017, leaks in the plumbing began. Mrs. Jones promptly reported the issue and gave Defendant access to her home on more than twelve separate occasions to make repairs. However, the leaks continued.
A mold inspection performed on October 29, 2019 revealed the presence of toxic mold throughout the house. An inspection performed by a private contractor on November 6, 2019 revealed structural defects. The health of the entire family was negatively impacted, resulting in medical bills in excess of $350,000.00. The family left the property.

Jones filed her Complaint in D.C. Superior Court on January 23, 2020. Defendant was served with the summons and Complaint on January 31, 2020. Defendant filed its Notice of Removal on February 18, 2020 and had the case removed to federal court

Based on diversity.

III. STANDARD OF REVIEW

A. Standard for Dismissal Under Federal Rule of Civil Procedure 12(b)(6)

A motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) "tests the legal sufficiency of a complaint." *Browning v. Clinton*, 292 F.3d 235, 242 (D.C. Cir. 2002). A complaint must contain "a short and plain statement of the claim showing that the pleader is entitled to relief, in order to give the defendant fair notice of what the claim is and the grounds upon which it rests." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). While detailed factual allegations are not necessary, a plaintiff must plead enough facts "to raise a right to relief above the speculative level." Id. When ruling on a Rule 12 (b)(6) motion, the Court may consider "the facts alleged in the complaint, documents attached as exhibits or incorporated by reference in the complaint, and matters about which the Court may take judicial notice." *Gustave–Schmidt v. Chao*, 226 F. Supp. 2d 191, 196 (D.D.C. 2002). The Court must construe the complaint liberally in the plaintiff's favor and grant plaintiff the benefit of all reasonable inferences derived from the complaint. *Kowal v. MCI Commc'ns Corp*., 16 F.3d 1271, 1276 (D.C. Cir. 1994). *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009); *Columbia Natural Res., Inc. v. Tatum*, 58 F.3d 1101, 1109 (6th Cir.1995) (citing *Allard v. Weitzman*, 991 F.2d 1236, 1240 (6th Cir.1993)).

Jones' Complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that Jones can prove no set of facts in support of her claim which would entitle her to relief." *Kingman Park Civic Assoc., 348 F.3d at 1040 (citation omitted).* "A court considering [a motion to dismiss] presumes the factual allegations of

the complaint to be true and construes them liberally in the plaintiff's favor." *Gill v. D.C.,* 872 F. Supp. 2d 30, 33 (D.D.C. 2012*)* (citation omitted). Additionally, "the Court must grant plaintiff the benefit of all reasonable inferences that can be derived from the facts alleged." *Prunte v. Universal Music Grp.,* 484 F. Supp. 2d 32, 37 (D.D.C. 2007) (citation omitted). "[I]n deciding a Rule 12(b)(6) motion, a court may consider 'the facts alleged in the complaint, documents attached as exhibits or incorporated by reference in the complaint, or 'documents upon which the plaintiff's complaint necessarily relies. . . .'" *Mead v. Lindlaw,* 839 F. Supp. 2d 66, 70 (D.D.C. 2012) (citations omitted). See also *Ward v. D.C. Dep't of Youth Rehab. Servs.,* 768 F. Supp. 2d 117, 119 (D.D.C. 2011) ("[A] court may consider on a motion to dismiss . . . 'documents attached as exhibits or incorporated by reference in the complaint . . . .'" (citations omitted)).

Defendant's entire motion to dismiss is based on a fundamental misunderstanding of the distinction between what a party is required to allege to state a claim and what a party must eventually prove at trial. Rather than attack the allegations of the Complaint, Defendant focuses on arguments that Jones failed to produce evidence sufficient to prevail on the merits. At this early stage, Jones "need only set forth 'a short and plain statement of her claim,' FED. R. CIV. P. 8(a)(2), giving the defendant fair notice of her claim and the grounds upon which it rests." *Kingman Park Civic Assoc. v. Williams*, 348 F.3d 1033, 1040 (D.C. Cir. 2003) (citing *Conley v. Gibson*, 355 U.S. 41, 47 (1957)). See also *Lilley v. Stout*, 384 F. Supp. 2d 83, 89 (D.D.C. 2005) (denying motion to dismiss where complaint "though lacking in detail, alleges sufficient facts to make out a prima facie case").

IV. ARGUMENT

The Court should deny Defendant's motion to dismiss in its entirety. Jones has sufficiently alleged claims for breach of contract, fraud, negligence, negligent misrepresentation, breach of express warranty, breach of implied warranty of merchantability, violation of the District of Columbia Protection Procedures Act and strict liability.

A. Jones States a Valid Claim for Breach of Contract

In order to state a claim for breach of contract, the plaintiff need only set forth a short and plain statement of her claim. FED. R. CIV. P. 8(a). She is not required to establish those elements at the outset of the litigation and in advance of discovery. Because Jones's Complaint satisfies the notice pleading standard of Rule 8(a), it is more than sufficient. In order to successfully state a claim for breach of contract, Jones was required to allege "(1) a valid contract between the parties; (2) an obligation or duty arising out of the contract; (3) a breach of that duty; (4) damages caused by the breach." The Complaint includes each required allegation. *Paulin v. George Washington Univ. Sch. of Med. & Health Scis., 878 F. Supp. 2d 241, 246 (D.D.C. 2012) (citations omitted); Tsintolas Realty Co. v. Mendez, 984 A.2d 181, 187 (D.C. 2009) (citation omitted).* The parties clearly had a valid contract.[1] The contract was for the construction of a new home. The plumbing was installed by the Defendant as part of its construction of the home. Three months after they moved into the house, the plumbing failed. Leaks appeared from February 2017 and continue to the present day. The plumbing issues caused the development of toxic mold

[1] Exhibit 1: District of Columbia Purchase Agreement; Exhibit 2: Warranty Manual

throughout the property.[2] In spite of repeated opportunities to cure this defect[3], the plumbing issues persisted for over two years. The family suffered the negative health effects of mold exposure. The two young daughters, Riley and Karter, had specific medical diagnoses linking their symptoms to mold exposure.[4] Mrs. Jones also became pregnant with her third child, Michael, while the family lived in the subject property. Mrs. Jones was repeatedly hospitalized during this pregnancy and Michael was born severely premature.[5]

B. Jones States a Valid Claim for Fraud

Rule 9(b) requires that, "[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake." Fed. R. Civ. P. 9(b). A pleading is sufficient under Rule 9(b) "if it identifies the circumstances constituting fraud so that a defendant can prepare an adequate answer from the allegations." *Moore v. Kayport Package Express*, 885 F.2d 531, 540 (9th Cir. 1989). "Under District of Columbia law, an allegation of fraud must include the following essential elements: "(1) a false representation, (2) concerning a material fact, (3) made with knowledge of its falsity, (4) with the intent to deceive, and (5) upon which reliance is placed." *Acosta Orellana v. CropLife Intern*, 711 F. Supp. 2d 81, 96 (D.D.C. 2010) (citing *In re Estate of McKenney*, 953 A.2d 336, 341 (D.C. 2008)). *Busby*, 772 F. Supp. 2d at 275 (*quoting Fort Lincoln Civic Ass'n, Inc. v. Fort Lincoln New Town Corp., 944 A.2d 1055, 1074 n.22 (D.C. 2008)*. "A claim for fraud may be founded on a false representation or a willful omission." *Cordoba Initiative Corp. v. Deak, Civil Action No. 11-1541 (RWR),* 2012 WL 5285132, at *2 (D.D.C. Oct. 26, 2012) (citing *McWilliams Ballard, Inc. v. Broadway Mgmt. Co*.,

[2] Exhibit 10:Mold Remediation Estimate; Exhibit 11: Mold Remediation Company License; Exhibit 13: Mold Lab Report 1; Exhibit 14: Mold Lab Report 2.
[3] Exhibit 8: text messages between Plaintiff and Defendant's agents.
[4] Exhibit 3: Medical Records (Riley); Exhibit 4: Medical records (Karter)
[5] Exhibits 5, 6 and 7: Medical records for T. Jones and Michael Kundera

636 F. Supp. 2d 1, 5 (D.D.C. 2009). In this Circuit, the circumstances that the claimant must plead with particularity include matters such as the "time, place, and content of the false misrepresentations, the fact misrepresented and what was retained or given up as a consequence of the fraud," as well as the "identity [of the] individuals allegedly involved in the fraud." *United States ex rel. Williams v. Martin-Baker Aircraft Co*., 389 F.3d 1251, 1256 (D.C. Cir. 2004) (citations omitted). To prevail on such a claim, "the plaintiff must also have suffered some injury as a consequence of her reliance on the misrepresentation." *Chedick v. Nash*, 151 F.3d 1077, 1081 (D.C. Cir. 1998) (citation omitted). Indeed, "[f]raud is never presumed and must be particularly pleaded … [The pleader] must allege such facts as will reveal the existence of all the requisite elements of fraud." *Bennett v. Kiggins*, 377 A.2d 57, 59-60 (D.C. 1977).

Jones' Complaint presents detailed allegations which are more than sufficient to satisfy the requirements of Rule 9(b). The Complaint does not make "mere conclusory allegations" of deceptive conduct. Instead, it provides a detailed breakdown of the misconduct. From July 6, 2016 to September 12, 2016, Defendant NVR, Inc., built the Jones house in a manner which it knew contained structural and design defects. These defects were discovered by a private contractor hired by Jones to inspect the property.[6] According to this contractor, the house would have never passed inspection if it had been inspected by anyone other NVR itself. Not only the manner of construction, but the building materials used were also discovered to be sub par. Defendant was the sole company which built the subject property. When construction was completed, Defendant performed the inspection of its own work, rather than hiring an unaffiliated third party so as to conceal its own shoddy workmanship and thereby "pass

[6] Exhibit 12: Structural Defects Repair Estimate

inspection.[7]

C. Jones States a Valid Claim for Negligence

"A uniform standard of care applies in actions for negligence: reasonable care under the circumstances." *O'Neil v. Bergan*, 452 A.2d 337, 341 (D.C. 1982). Federal Rule of Civil Procedure 8(a) provides that "a claim for relief must contain . . . a short and plain statement of the claim showing that the pleader is entitled to relief." Because a uniform standard of care applies in actions for negligence in the District of Columbia, a plain reading of the requirements of Rule 8 produces the conclusion that Jones need not engage in a formal recitation of the elements for negligence in order to properly plead a plausible claim for relief. See *Smith v. Carnival Corp.*, 584 F. Supp. 2d 1343, 1352 (S.D. Fla. 2008). As the builder, Defendant had a duty to build a structurally sound and safe home for Jones. The Jones house was three months old when Plaintiff encountered faulty plumbing and toxic mold. Defendant breached its duty to Plaintiff by failing to provide the product (i.e. a structural safe and sound house) which Plaintiff paid for. Plaintiff sustained injuries in the form of exposure to toxic mold as a result of Defendant's failure to perform.

D. Jones States a Valid Claim for Negligent Misrepresentation

A plaintiff alleging negligent misrepresentation must show (1) that the defendant made a false statement or omitted a fact that he had a duty to disclose; (2) that it involved a material issue; and (3) that the plaintiff reasonably relied upon the false statement or omission to her detriment." *Sundberg v. TTR Realty, L.L.C.,* 109 A.3d 1123, 1131 (D.C. 2015) (citation omitted); *Ponder v. Chase Home Fin., LLC, 865 F. Supp. 2d 13, 20 (D.D.C. 2012) (citing Hall v.*

[7] Exhibit 9: House Photos

Ford Enterprises, Ltd., 445 A.2d 610, 612 (D.C. 1982)). On September 12, 2016, NVR informed Mrs. Jones that construction of her new home was complete. Mrs. Jones moved her young family into the house because she relied on NVR's implicit representation that the house was safe and ready for occupancy.

E. Jones States a Valid Claim for Breach of Express Warranty

In order to sufficiently plead breach of express warranty, a plaintiff must establish that (a) the defendant made an express warranty as to the safety of the product, (b) that the defendant breached the warranty, and (c) that this breach was the proximate cause of the plaintiff's injuries. D.C. Stand. Civ. Jury Instr. 23.06 (LexisNexis 2008); *Tsintolas Realty Co. v. Mendez,* 984 A.2d 181, 187 (D.C.2009). NVR is in breach of the "Sales Contract and Public Offering Statement"[8] and, specifically, of its express limited warranties[9]. NVR failed to accept responsibility for necessary repairs, in breach of the express limited warranty in the Purchase Agreement. The damages described in this Complaint were structural defects within the meaning of the limited warranty. NVR's One Year Limited Warranty on the Basic Home provides that the home will be free from defects in materials and workmanship for one year from the warranty date (i.e. the move-in date). "Builder warrants that the Home and driveway, walkways, steps, patios, porches, fences (if any) and decks (if any) supplied by Builder with the Home under the same purchase agreement will be free from defects in materials and workmanship of the original construction for a period of one (1) year from the Warranty Date."[10] Plaintiff moved into the property on November 3, 2016 and notified Defendant of leaks on February 17, 2017, well within the one-year warranty period.

[8] Exhibit 1.
[9] Exhibit 2.
[10] Exhibit 2: Warranty Manual.

NVR also violated its two-year limited warranty for mechanical systems. "Builder warrants that the installation of the plumbing, electrical, and HVAC systems will be free from defects in workmanship of the original installation which appear at any time within two (2) years after the Warranty Date."[11] NVR also violated its ten-year warranty against structural defects. "Builder warrants that the Home will be free from major structural defects in the materials or workmanship of the original construction which appear any time within ten (10) years after the Warranty Date, and which significantly affect the load-bearing functions of the Home or otherwise render it unsuitable for residential purposes."[12] Despite notice of plumbing defects, NVR failed to timely enforce its own express warranties.

F. Jones States a Valid Claim for Breach of Implied Warranty of Merchantability

In order to recover under a common law tort cause of action for breach of implied warranty, a plaintiff must establish that the product was defective (in that it is not reasonably fit for its intended usage or not of "merchantable quality") and that as a result of the defect, the product caused injury to the plaintiff. See *Payne v. Soft Sheen Prods*., 486 A.2d 712, 720 (D.C. 1985). A warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. Goods delivered under an agreement made by a merchant in a given line of trade must be of a quality comparable to that generally acceptable in that line of trade under the description or other designation of the goods used in the agreement. D.C. Code §28:2-314. NVR is a merchant with respect to newly-constructed homes. Therefore, it is liable under an implied warranty of merchantability for the properties which it builds and sells.

[11] Exhibit 2:Warranty Manual.
[12] Exhibit 2: Warranty Manual.

G. Jones States a Valid Claim for Violation of District of Columbia Consumer Protection Procedures Act

The purpose of the DCCPPA, in part, is to "assure that a just mechanism exists to remedy all improper trade practices and deter the continuing use of such practices." D.C. Code § 28-3901(b)(1). NVR violated the D.C. Consumer Protection Procedures Act. A violation of D.C. Code § 28–3904(a) involves a "represent[ation] that goods or services have characteristics or qualities that they do not have." A violation of D.C. Code § 28–3904(d) involves a "represent[ation] that goods or services are of a particular standard, quality, grade, style, or model, if in fact they are of another." Violations of D.C. Code § 28–3904(e) and (f) involve a "misrepresent[ation] as to a material fact which has a tendency to mislead" and the "fail[ure] to state a material fact if such failure tends to mislead. NVR also violated D.C. Code § 28–3904 (r)(5). NVR sold a new house and warranted that it was structurally sound and had been built with good materials and workmanship. In fact, that was not the case. The contract between the parties was an adhesion contract which took advantage of Mrs. Jones' ignorance. It required the buyer (Mrs. Jones) to waive every conceivable right she has to seek redress of the wrongs she suffered. For example, the contract requires her to waive implied warranties as well as use of the "discovery rule". It also shortened the statute of limitations to one year and required arbitration of any disputes.[13]

H. Jones States a Valid Claim for Strict Liability

In order to succeed on a claim for strict liability, a plaintiff must prove that (a) the seller

[13] Exhibit 1.

was engaged in the business of selling the product that caused the harm; (b) the product was sold in a defective condition unreasonably dangerous to the consumer or user; (c) the product was one that the seller expected to and did reach the plaintiff consumer or user without any substantial change from the condition in which it was sold; and (d) the defect was a direct and proximate cause of the plaintiff's injuries. See *Warner Fruehauf Trailer Co. v. Boston*, 654 A.2d 1272, 1274 (D.C. 1995). In order to prove that a product was defective, a plaintiff must prove that the product (a) had a manufacturing defect, (b) an absence of sufficient warnings or instructions, or (c) an unsafe design. Id. at 459–60 *(quoting Warner Fruehauf Trailer Co. v. Boston,* 654 A.2d 1272, 1274 (D.C.1995)*).* NVR is a merchant engaged in the practice of building and selling residential property. NVR was the builder and seller of the subject property. The property had structural and plumbing defects which resulted in injuries to the health of the Jones family.

CONCLUSION

For the foregoing reasons, the Court should deny Defendant's Motion to Dismiss Plaintiff's Complaint.

Date: March 4, 2020

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Certificate of Service

I, Pamela McLean, certify that the foregoing Memorandum of Points and Authorities has been served electronically upon all parties of record on this 4th day of March 2020.

/s/Pamela McLean

Ryan Homeowner's Manual

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Manager's Message

The information in this booklet is presented to help you in selecting and maintaining your new home. The purchase of a new home may be the biggest single expenditure you will make in your lifetime. We intend that it be a happy and satisfying experience for your family. We encourage you to ask questions about anything that you don't completely understand.

In the first section of this booklet, we describe the process of viewing models, selecting options, signing the purchase agreement, obtaining a mortgage, reviewing the completed home closing, and moving into your new home. It is important that you understand this process so that you get the product that you are expecting.

The next portion of this guide deals with the maintenance of your home so that you may obtain maximum enjoyment from it. We stress that a good home does require maintenance. From the day you move in, your home will undergo wear and tear like any other product which is subject to use. However, if the instructions in this guide are carefully followed, you should be able to prevent many issues and take care of most of the maintenance with only occasional reliance on professional service personnel over the years you live in your home.

In most locations, the construction of each home includes our Standard Energy Package (S.E.P.). This construction process has evolved over several years and several thousand homes. The intent of the S.E.P. construction process is to give you a well-insulated home and to reduce air infiltration, a significant detail that most builders overlook.

In the final pages of this booklet, you will find our homeowners limited warranty. Please read it thoroughly and make certain you understand it before you execute a purchase agreement.

A very high percentage of our customers come from the recommendation of our current homeowners. We look forward to serving you and hope that you will be so enthusiastic about your home that you in turn will recommend us to others.

Selecting Your Home

Seeing the Models

Our Homebuilding Operations build different types of homes in a number of geographically separated communities. The locations of these communities are selected in order to provide you with a choice of educational systems, convenient shopping, easy access to transportation and a variety of price ranges. Our models let you see different architectural designs, floor plans, exterior color combinations and material usages. Because of our wide variety of options, all available options cannot be shown on one model. If you don't see a type of design or an option in which you are interested, ask if it is available. For various reasons options on a home may vary from community to community and from home to home.

Color Coordinated Exterior Schemes

In most locations, we have a color selection guide from which you may select the exterior colors of your home. The guide has been carefully planned by professional designers to create the most pleasing blend of coordinated exterior color schemes. The result is a more beautiful home for you and a more attractive neighborhood, which not only protects but also enhances your investment.

Pricing of the Home and Homesite

Similar models may sell for different prices in different communities for various reasons. The cost of land, building permits, sewer and water fees and local building code requirements all have an effect on selling prices. Despite spiraling material and construction costs, the purchase price of your new home does not change after you have signed the purchase agreement and specified the options and selection sheet items you want. For pricing information see the price list published for the community in which you are interested or your Sales and Marketing Representative.

Home Setting

The location of your home on the homesite is determined by many factors. Some of them are:

1) Municipality requirements for set back, front, rear and side yards
2) Soil conditions and topography
3) House type
4) Drainage
5) Easements
6) Sewer tap elevation
7) Driveway gradient

We use both professional engineers and our Project Managers to properly "site" your home on the homesite. In some cases, governmental agencies require a detailed home location plan or a "plot plan". We must then be sure the home is situated according to that plan. Home setting is a critical issue. We have the responsibility to set your home professionally. Sometimes additional trees must be removed to correctly establish swales so that your yard drains properly.

We will build your home either "per plan" or "reverse plan". One is the mirror image of the other. The contour of the homesite itself dictates which way the home is built. This allows us to minimize the driveway slope and properly move water around the house. In all matters pertaining to home setting, we have sole discretion and responsibility. We will make every effort to set your home on the homesite so that as many trees as are practical can remain for your enjoyment.

Construction Schedule

When you sign your purchase agreement the Sales and Marketing Representative will refer to our long-range schedule and give you a tentative delivery date. Prior to the start of construction, there

are several things that are necessary for you to do. At a minimum, the selection sheet for your home must be completed, the mortgage approval must be obtained, and the balance of the down payment, as may be required by the purchase agreement, must be turned over to us.

When these items have been completed and we are in a position to start construction, the home is put on our production schedule. Construction time may vary depending on the size of the home you have purchased, the area of the country in which we are building and other circumstances. At the time we begin construction, we will inform you of the scheduled tentative delivery date and within approximately 30 days of the anticipated completion of construction, we will be in touch with you to coordinate the date of pre-settlement and closing.

The completion of your home is not entirely under our control. The delivery date may vary due to development of the community, weather, suppliers, and governmental process and procedures. Therefore, allow some time between our scheduled delivery date and the date you have to be out of your current residence.

Since you cannot move into your new home prior to final settlement, make your moving arrangements flexible. You should not establish a firm moving date until you have been informed of the exact closing date by our division office. We cannot be responsible for any interim or transition living arrangements.

Substitutions
We are faced with the responsibility of constantly and continually evaluating our home plans and making changes to improve them or to meet governmental building code requirements as they change.

Sometimes the tile, countertop or vanity coverings, paint, electrical fixtures, or other items selected by you may be unavailable when we are ready to order and use them. There are also times when there is a variation in color or composition from one tile, brick or paint, etc. to another by the same manufacturer. These variations cannot always be controlled because subsequent production runs may have small differences. Because of our desire to avoid delay in completion of your home, we may have to make minor substitutions. We will stay as close to the original selection as possible.

Major substitutions, i.e., floor tile, siding color, etc. will not be made without notifying you. In all cases, substituted items will be of similar quality.

Questions
There are literally thousands of details that are involved in the building of your home and it is impossible for us to tell you all of the things that may arise before, during and after construction. If you have any questions that you would like answered or clarified, please ask them.

Questions about construction of your home should be discussed with your Sales and Marketing Representative or the Project Manager. It may be necessary for an appointment to be scheduled. Our Project Managers are often responsible for several communities. Because of their schedule, it may take them up to 24 hours to return your call. Homes under construction contain many potential hazards. For insurance reasons, you are not allowed to visit the home while it is under construction.

New Home Orientation
During all the steps previously mentioned and until the completion of your home, your Project Manager is constantly inspecting your home. You should be aware that there are different levels of inspections from local to state to federal.

Before taking possession of your home, a New Home Orientation will be scheduled with the Project Manager who has been in charge of the construction of your home. The purpose of this meeting is to

familiarize you with the operation of all equipment, to review owner's maintenance responsibilities and to demonstrate the quality and features of your home. Any items that are not up to industry standards of workmanship will be noted for correction.

Please review kitchen cabinets, plumbing fixtures, lighting fixtures, flooring, siding, carpet and other visible items very carefully for scratches, chips or flaws, because these items will not be replaced or repaired after you have occupied the home. It must be assumed that any such damage resulted from your use of the home if not identified during the New Home Orientation.

We also ask that you pay close attention to all of the Project Manager's instructions, particularly on how to care for the kitchen cabinets, countertops, appliances, furnace, and water heater. All agreed upon items for correction will be noted on the pre-settlement form, a copy of which will be given to you. Items noted should be attended to within ten (10) business days, weather permitting. When all noted items are completed, you will be asked to sign the New Home Orientation form that the work has been completed.

Closing
Closing will take place at NVR Mortgage or another designated closing office. You will be given possession of the home following satisfactory completion of pre-settlement and closing, including transfer of funds.

You may not move your family or any of your furniture into the home before the final settlement takes place and the occupancy permit has been issued by the local municipality. You will receive the keys to your new home at your closing.

Utility Obligations
In most communities you personally must apply for activating telephone, water, electrical and (where applicable) natural gas service. In some cities, utility companies require advance notice in order to service you in the time frame you require.

Also, in some cases, deposits may be required. You are required to remove our name as of date of closing.

Service
In emergency situations (anything that may make the premises uninhabitable or cause permanent damage) you should contact directly those companies listed on the emergency phone list you received at the New Home Orientation. If you are unable to adequately take care of the problem, please call Customer Care for assistance between the hours of 7:00 a.m. and 7:00 p.m. EST during normal business days.

THE LIMITED WARRANTY PROVIDED FOR IN THIS BOOKLET INCLUDES BINDING ARBITRATION IN THE EVENT OF A DISPUTE WHICH IS NOT SETTLED BETWEEN YOU AND THE BUILDER. YOU SHOULD READ THE ARBITRATION PROCEDURES AND BE FAMILIAR WITH YOUR RIGHTS AND RESPONSIBILIITIES IN THE EVENT ARBITRATION IS USED.

Easements & Restrictive Covenants
It is very likely that easements on or adjacent to your lot have been granted to municipalities or utility companies. They typically include right-of-way areas for street, line of site, and sidewalk, as well as electric, telephone, sewer, water and gas utility lines. In some cases drainage easements have been established to control water run-off.

The easements are normally included on your plot plan, the community map, and/or the recorded plot plan. This may not always be the case, however, because easements can be created at any time. They are, however, a matter of record and can be found on file in the land records at the local Court House. Please

remember that the use of land within recorded easements is at the discretion of the municipality or utility companies. Therefore, transformers or other utility boxes may be located within these areas without our knowledge. We have paid careful attention to these easements in locating your home on the lot and in the grading of your homesite. It's important not to change any grades in your drainage easements or install any structures of a permanent nature in easement areas.

Sometimes restrictive covenants may have been recorded by the community in which your new home will be built. These covenants are designed to protect the value of your property by prohibiting, without approval, certain practices such as keeping of livestock, erecting of fences, etc. The restrictions vary from community to community. Your Sales and Marketing Representative can supply you with a copy of these restrictions for your community.

In addition, there are zoning and community regulations that apply to your community. Such regulations govern building setback lines, side yard regulations, square footage regulations, and in some cases may cover the extent and type of alterations you can make to your property. Check with your local governmental authorities if you plan to alter your home or grounds.

I. INTRODUCTION

PLEASE READ THIS CAREFULLY. The following is intended to acquaint you with our responsibilities under this Limited Warranty. If a defect that results in actual physical damage to the home occurs, the Performance Standards will be used to determine our obligation under this Limited Warranty. If a specific defect is not addressed in the Performance Standards, one of the following standards will be used to determine our obligation under this Limited Warranty:

a. Locally adopted codes; or
b. Model codes covering building, mechanical, plumbing and electrical systems (Appendix A); or
c. Codes of nearby jurisdictions; or
d. Locally accepted building practices.

Also note that coverage on certain items varies within the Warranty Period and some items rely on proper maintenance and timely notification by the Homeowner. We reserve the right to review each warranty claim individually based upon the circumstances of the claim.

Any time that warranty service is performed during the Warranty Period, such service continues to be covered within the remaining original Warranty Period; however, there is not any extension to any service item beyond the original Warranty Period.

II. NATURALLY OCCURRING GASES

A small percentage of homes in the United States experience elevated levels of radon gas and/or methane gas or other naturally occurring gases. These are naturally occurring gases which rise up and escape from the soil. This phenomenon can occur in any home, regardless of the type of home or who builds it. We claim no expertise in the measurement or reduction of these gases in homes, nor do we provide any advice to homeowners as to acceptable levels or possible health hazards of the gases. As to radon, homeowners may wish to obtain a test kit that meets the EPA protocol for measuring the level of radon gas in their homes. EPA publishes a list which provides information on EPA-approved suppliers of such test kits. Further information is available through the U.S. Environmental Protection Agency or the applicable state environmental protection office. **WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE PRESENCE OF NATURALLY OCCURRING GASES, SUCH AS RADON AND/OR METHANE, AT OR IN THE VICINITY OF THE SUBJECT PROPERTY.**

III. SOUND ATTENUATION

Although our homes meet or exceed the code requirements for sound attenuation, there remains the possibility that you will be able to hear sounds from interior and exterior sources through the windows, floors and walls. If noise is caused by a construction defect, such defect will be warranted as provided in this booklet; however, noise from whatever source cannot be excluded entirely.

IV. HOMEOWNER RESPONSIBILITIES

The home requires an active maintenance effort on the Homeowner's part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. Various regions of the country have different local maintenance issues. Some specific Homeowner responsibilities are included under specific topics in the section on Performance Standards.

The following list of page and section numbers refer to specific home maintenance items which must be performed by the Homeowner.

Page 8, Item A	Landscaping
Page 11, Item 2.2a	Surface Drainage
Page 22, Item 7.1a	Damp Proofing
Page 23, Item 7.3a	Roofs, Gutters and Downspouts
Page 27, Item 7.7a	Caulking
Page 32, Item 9.2a	Ceramic Tile
Page 43, Item 12.1a	Plumbing
Page 46, Item 13.0a	HVAC

NOTE: Damage caused or made worse by Homeowner negligence, improper maintenance, or improper operation is expressly excluded under this Limited Warranty.

A. Landscaping
To properly start your lawn, we recommend that you purchase a book on lawn and garden care. Your lawn and/or shrubs will need regular and consistent attention. After final settlement, we cannot be responsible for seeing that this work is done. Your lawn and/or shrubs will show the effort you have put forth.

If you choose to install a sprinkler system we are not responsible for site conditions, such as rock, which may affect the cost of such system.

SEEDED LAWNS:
If your contract included a lawn package, you will receive a starter yard. The most important time for your yard will be the first thirty days. Begin to water immediately to establish a moist soil condition, preferably in the morning. After this, water every day to maintain a moist soil surface for 20 to 30 days. In hot weather, disease and fungus will attack wet grass, so you must allow time for the grass to dry off before nightfall. The amount of water your lawn requires will vary depending on the type of soil you have, temperature, humidity, wind, and amount of rain.

On new grass, it is important to keep the lawn mower blade sharp, so that the grass blades are cut, rather than pulled out or torn. Minimum cutting height of 3 inches should be kept in mind. Do not rake newly seeded lawns, if possible bag or collect clippings to encourage new growth. With starter lawns there will be areas that require you to spot seed. Also, stones which surface to the top are normal and should be removed by hand.

Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The most important item your new lawn will need is water, water, and more water. The Builder's Limited Warranty does not include the replacement of seeding, or sod.

SODDED LAWNS:
Sod must be kept moist until the sod is well established (roots have grown into soil). This will usually take 3-4 weeks. After turf begins to grow, reduce watering to 2-3 times a week. Leave sprinkler in the same spot for 1 hour or until the ground is fully saturated. Then cut, water, and fertilize as you would an established lawn.

Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The most important item your new lawn will need is water, water, and more water. The Warranty does not include the replacement of seeding, or sod.

TREES AND SHRUBS:

Water every other day for the first week, then once a week if temperatures are below 85 degrees, twice a week if above 85 degrees. It is important to soak the plants, not sprinkle the top of the mulch. Watering should continue through the fall of the first year. Trees need 5 gallons of water per week, more if it is hot. Shrubs and trees will need pruning and fertilizing. Again, we recommend that you purchase a book on garden and lawn care for more detailed instructions as there are too many variables to be specific.

Trees and shrubs are not warranted by us, whether pre-existing or planted by us.

B. Homeowner Maintenance Tips

Your new home has been carefully designed and constructed to provide you and your family with a safe, comfortable home. However, in order to maintain your home in top condition, some periodic attention on your part is necessary. In this Manual, we have incorporated maintenance ideas that we hope will be helpful to you.

C. Mold

Mold is a naturally occurring fungus which is spread by microscopic spores. Homes cannot be designed to exclude the possibility of mold spores circulating within the house and the subsequent development of mold. In order to grow, mold requires both a food source (i.e. fabric, carpet, drywall, and wood, among others) and moisture. A homeowner can and should minimize moisture within the home in order to reduce or minimize mold growth. There are many possible sources of moisture within a home including, but not limited to, humidity, condensation, leaks, spills and overflows. Some or all of these sources of moisture can be prevented through good maintenance and housekeeping practices. It is important to note that if the source of moisture is not minimized within 24-48 hours, that it can prove to be the basis upon which mold may develop.

In light of the above, a homeowner has a continuing obligation to minimize the potential for mold growth and minimize mold when and if it develops. This can be affected by some or all of the following:

1. Regular vacuuming and cleaning of the house, following manufacturer's recommendations for specific products.
2. The use of exhaust fans, the air conditioner and taking other steps to evaporate or facilitate the evaporation of moisture during seasons of high humidity, such as late spring, summer and early fall, to minimize the humidity within the home. If the home has a humidifier, make sure it is turned off during these seasons.
3. Inspection for leaks on a regular basis within the house and, in that regard, looking for wet spots, discoloration, musty odors and any visible signs of mold. Particular care should be given to the inspection of condensation pans in refrigerators and air conditioners. All leaks should be repaired promptly.
4. Any spills, puddles or other sources of moisture should be cleaned up and dried as soon as possible. Under no circumstances should water be allowed to pool or stand in your home. Any materials that cannot be thoroughly dried, including drywall, insulation, padding or carpeting, should be replaced promptly.
5. Use of exhaust fans while cooking or using shower.

If, notwithstanding all of these preventive measures, mold should develop, the affected area should be cleaned with proper cleaning solutions. Materials that cannot be cleaned effectively should be discarded. If the mold growth is severe, the services of a professional cleaner should be utilized.

As your builder, we should only be contacted where the source of moisture is a direct result of a

building defect or mechanical problem within the applicable warranty period. Such notification must be given within 24 hours in order to minimize the possibility that the source of moisture will lead to mold development. We will not be responsible for any damages caused by mold or by any other agent arising from or connected with the mold for property damage, personal injury, emotional distress, death or adverse health effects.

D. Ice Damming

During prolonged severe winter weather conditions, ice and snow build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze.

It is important to check the gutters in the spring and fall, since the most serious damage to your home will result in the winter if gutters and downspouts are obstructed. It is the Homeowner's responsibility to keep gutters and downspouts clear of tree limbs, leaves, balls and other obstructions which can stop the downspout from functioning properly.

In the winter, ice build-up at gutters can pull gutters loose from the home. Ice build-up can also cause water to back up under the shingles and leak into the home. The installation of gutter guards may aggravate ice damming problems. Also, we will not remove ice damming from the roof. You may want to discuss coverage for this kind of possible damage with your insurance agent when selecting a homeowner's insurance policy.

V. PERFORMANCE STANDARDS

A. ONE YEAR WARRANTY ITEMS

1.0 GENERAL DATA
Coverage: 1st Year Only As Stated
Area: Workmanship & Materials as stated

The Performance Standards list specific items (defects) within each separate area of coverage. The first section covers Workmanship and Materials; the second section covers Systems. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

a. Service & Maintenance Tips

b. Standards

1. Possible Condition
Brief statement, in simple terms, of problems that may be encountered.

Performance Standard
A performance standard relating to a specific deficiency.

Responsibility
A statement of the corrective action required of the Builder to repair the condition or a statement of the Homeowner's maintenance responsibilities.

2.0 SITEWORK

Coverage: 1st Year Only
Area: Workmanship & Materials

2.1 Sub-Surface Drainage Materials

a. Service & Maintenance Tips

We have damp-proofed the outside of the foundation below grade with a high-quality damp-proofing material. In most locations, we have installed interior and/or exterior perimeter drainage to redirect any water that may accumulate at the base of the foundation. It is important that you keep the ends of these drain relief pipes clear, so that the water flowing from around the foundation is not blocked. We have established the grade around the outside of the home to carry the water away from your home. (See "Landscaping")

Your sump pump (if your home is equipped with one) should be checked periodically, and if there is a float, check to see that it is operating freely. The sump crock should be flushed periodically to keep sediment from building up. For ease of operation, use silicone spray on the float and other moving parts. Power outages will affect the operation of the sump pump. Battery back-ups are available at local retail stores.

2.2 Surface Drainage

a. Service & Maintenance Tips

Proper grading is essential to provide and maintain a dry basement. We have provided proper drainage around your home in general conformance with the approved site plan as determined by local requirements. In some cases, the addition of swales and mounding around the outside of the foundation wall may have been necessary. It is important that the established grades be maintained, and the swales remain clear, so that surface water may flow away from your home. Gutters, downspouts, and splash blocks should be kept unobstructed and maintained to divert water away from the foundation.

Within the first year, we will provide on a one-time basis, labor and material to fill any settled areas to include water, electric, sewer and gas lines.

We will replace or put back landscaping (sod, seed or bushes) which is disturbed by the filling activities but we do not warrant or guaranty such replaced landscaping. In addition, the grass or sod may not match the existing yard.

b. Standards

1. Possible Condition

Settling of ground around foundation, utility trenches or other areas.

Performance Standard

Settling of ground around foundation walls, utility trenches or other filled areas should not interfere with water drainage from the home.

Responsibility

If we are required to provide final grading, we will fill settled areas affecting proper drainage, one time only during the first year. We are responsible for removal and replacement of shrubs and other landscaping installed by us affected by placement of the

fill. Grassed or landscaped areas which are disturbed during repair work will be restored. We are to restore, grade, seed, and landscape to meet proper conditions. Landscaping added by the Homeowner is not our responsibility for movement, maintenance, or replacement.

2. Possible Condition
Improper drainage of the site.

Performance Standard
The necessary grades and swales shall have been established by us to insure proper drainage away from the home. Standing or ponding water shall not remain for more than 48 hours in the immediate area after a rain; except in swales which drain other areas. The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

Responsibility
We are responsible only for initially establishing the proper grades and swales in the areas disturbed by construction. The Homeowner is responsible for maintaining such grades and swales once they have been properly established by us.

NOTE: Ponding Water shall be defined as visible surface water standing in low points in the yard, (not identified as permanent erosion control measures) generally 24 hours after cessation of a hard rain, and more than 48 hours in swales and other drainage areas identified on the site plan.

Certain government restrictions, such as the Chesapeake Bay Act, the Clean Air Act, and local environmental protection guidelines, may prohibit us from entering onto undisturbed areas of the lot, therefore the areas must remain in their natural state regardless of providing otherwise positive drainage.

Ponding or drainage caused by clearing, grubbing, raking, etc., by the Homeowner or neighboring homeowners is not our responsibility.

3.0 CONCRETE & ASPHALT
Coverage: 1st Year Only
Area: Workmanship & Materials

3.1 Impervious Concrete & Asphalt Porches, Steps, and Driveways *(refer to 3.2 for Pervious Concrete & Asphalt)*

a. Service & Maintenance Tips
Most exterior concrete cracking is caused by frost or uneven sub-grade settlement at sewers, drains, and utility line crossings. Minor cracks are a normal expectation and are best left alone. If cracks exceeding established performance standards occur, we will inspect them.

Salt and other de-icing chemicals used to melt snow and ice cause pitting and discoloration of the concrete. Even if you do not use salt, it can be tracked on to concrete surfaces from the street on feet or tires. In order to protect concrete from surface deterioration, we recommend the application of a concrete sealant available at most hardware or masonry supply houses which will help retard the deterioration of concrete surfaces.

Low spots in concrete drives are normal and can be broom swept after rain.
For asphalt drives, we suggest that you apply a driveway sealer to help improve the durability and appearance of the driveway. Sealers should be applied every three (3) years. Asphalt driveways may be damaged by gasoline or oil spills or by sharp items, such as outdoor furniture legs, bicycle kickstands, etc. Vehicles parked in one position over a long period of time may cause wheel depressions. Similar damage may also be made by turning the wheels of an automobile while it is standing still during hot weather.

On asphalt drives, we will patch/fill sunken spots due to settlement of 2 inches or greater on a one-time basis during the first year of occupancy. We will not resurface the entire driveway because of sunken spots. Areas which are patched or filled may not match the existing driveway.

On a stone driveway, we will supply extra stone for sunken sewer line areas only in the first year after closing. We will not refill ruts resulting from the use of vehicles.

On driveways and garage slabs where Fiber-Mesh concrete is used, fibers may be seen on the surface of the concrete. This is an acceptable condition and we will take no action.

b. Standards

1. Possible Condition
Pitting, scaling or spalling of concrete work.

Performance Standard
Concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions or weathering and use. However, surface spalling may occur during exceptionally cold conditions due to moisture saturation and freezing.

Responsibility
We will repair or replace defective concrete surfaces. We are not responsible for deterioration caused by salt, chemicals, implements used, and other factors beyond our control, including moisture saturation and freezing due to exceptional cold weather. Where a repair is made to the concrete surface, color and finish of the repaired area may not match the adjacent surface.

2. Possible Condition
Cracking, settling, or heaving of stoops, steps, nonstructural patios, driveways, and leadwalks.

Performance Standard
Stoops, steps, driveways and leadwalks are not to settle or heave permanently in excess of one inch in relation to the house structure. Cracks in steps and driveways which exceed 1/4 inch in displacement between sections will be replaced. A separation of up to 1/2 inch is permitted where the stoop or steps abut the house or where an expansion joint has been installed.

Responsibility
We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

3. **Possible Condition**
   Surface cracks.

   Performance Standard
   Surface cracks in driveways and leadwalks no greater than 1/4 inch in displacement and/or separation.

   Responsibility
   We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

4. **Possible Condition**
   Standing water on stoops.

   Performance Standard
   Water should drain from outdoor stoops and steps. However, it is acceptable for some water to stand as it dissipates.

   Responsibility
   We will repair or replace concrete (at our option) to assure drainage of steps and stoops. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

5. **Possible Condition**
   Cracks in structurally attached patios with footing or foundation systems.

   Performance Standard
   Cracks in excess of 1/4 inch in width or 1/4 inch in vertical displacement are considered excessive and unacceptable in structurally attached patios.

   Responsibility
   We will repair as required. Where cracks are caused by settlement or improper installation, we will replace that portion which has settled. Matching the color and finish of the adjacent surfaces cannot be expected.

6. **Possible Condition**
   Stains on concrete caused by curing/sealing agents, lawn fertilizer or other chemicals.

   Performance Standard
   These products can stain concrete, but usually fade with exposure to sunlight and weather.

   Responsibility
   None.

3.2 Pervious Concrete & Asphalt Leadwalks and Driveways *(refer to 3.1 for Impervious Concrete & Asphalt)*

a. Service & Maintenance Tips

Most exterior concrete cracking is caused by uneven sub-grade settlement at sewers, drains, and utility line crossings. Minor cracks are a normal expectation and are best left alone. If cracks exceeding established performance standards occur, we will inspect them.

Salt and other de-icing chemicals used to melt snow and ice cause pitting and discoloration of the concrete. Any damage due to use of these products will not be covered under the warranty. Even if you do not use salt, it can be tracked on to concrete surfaces from the street on feet or tires.

Low spots in concrete drives are normal, and as water drains through the driveway and leadwalks during the rain there should not be any water standing in low spots unless the system has become clogged. As regular maintenance, debris such as leaves or mulch should be removed from the driveway surface and shop vacuumed regularly.

Concrete and asphalt driveways may be damaged by gasoline or oil spills or by sharp items, such as outdoor furniture legs, bicycle kickstands, etc. Vehicles parked in one position over a long period of time may cause wheel depressions. Similar damage may also be made by turning the wheels of an automobile while it is parked.

On drives, we will patch/fill sunken spots due to settlement of 2 inches or greater on a one-time basis during the first year of occupancy. We will not resurface the entire driveway because of sunken spots. Areas which are patched or filled may not match the existing driveway.

b. Standards

1. **Possible Condition**
   Pitting, scaling or spalling of concrete work.

   Performance Standard
   Concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions or weathering and use.

   Responsibility
   We will repair or replace defective concrete surfaces. We are not responsible for deterioration caused by salt, chemicals, implements used, and other factors beyond our control. Where a repair is made to the concrete surface, color and finish of the repaired area may not match the adjacent surface.

2. **Possible Condition**
   Cracking, settling, or heaving of driveways, and leadwalks.

   Performance Standard
   Driveways and leadwalks are not to settle or heave permanently in excess of one inch in relation to the house structure. Cracks in driveways which exceed 1/4 inch in displacement between sections will be replaced. A separation of up to 1/2 inch is permitted where an expansion joint has been installed.

Responsibility
We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

3. **Possible Condition**
Surface cracks.

Performance Standard
Surface cracks in driveways and leadwalks no greater than 1/4 inch in displacement and/or separation.

Responsibility
We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

4. **Possible Condition**
Stains on concrete caused by lawn fertilizer or other chemicals.

Performance Standard
These products can stain concrete, but usually fade with exposure to sunlight and weather.

Responsibility
None.

5. **Possible Condition**
Water is not draining on walks or driveway.

Performance Standard
Drainage system may be clogged, and should be cleared using a shop vacuum as a part of regular maintenance of the driveway and leadwalks.

Responsibility
None.

3.3 Foundation Walls

a. Service & Maintenance Tips

Our homes have either poured concrete or concrete block foundations.

The foundation walls are subject to a wide variety of stresses and strains. The base of the wall, being in the ground, maintains a fairly constant temperature; while the top portion extending out of the ground is subject to extreme temperature changes from summer heat to winter cold causing concrete and masonry to expand and contract.

The soil on which the foundation rests may settle slightly creating stress. Don't be alarmed if you see cracks in your foundation walls. Minor cracks normally require no action. If a large crack appears, please contact Customer Care and we will inspect it.

For additional information on foundation care see the sections on grading and

waterproofing.

b. Standards

1. Possible Condition
Basement or foundation wall cracks.

Performance Standard
Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width are to be repaired.

Responsibility
We will repair cracks in excess of 1/8 inch width by pointing, patching or other methods we determine.

3.4 Basement and Garage Floors

a. Service & Maintenance Tips
Concrete will contract and expand due to changing temperatures. Cracks are normal and are best left alone. Because of the nature of the concrete materials, some minor low spots may occur on your basement floor. Therefore, some sections of the floor may have to be broom swept to remove water during cleaning. Cracks or low spots will not affect the overall strength of the floor. Color variation of concrete is normal. Color will become more uniform with age.

Occasionally, basement floors will collect water as a result of condensation of warm, moist air on the cold basement floor. For an explanation of this condition, see “Condensation”. Mildew may also result from this condition. You should be selective about what you store on a basement floor. Items that are susceptible to moisture should not be stored on concrete floors. Also, dehumidifiers can help maintain moisture at the desired level.

b. Standards

1. Possible Condition
Separation or movement of concrete slabs within the structure at joints.

Performance Standard
Concrete slabs within the structure are designed to move at joints.

Responsibility
None

2. Possible Condition
Cracking of basement floor and house slab.

Performance Standard
Minor cracks in concrete basement floors are normal. Cracks which exceed 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility
We will repair cracks exceeding maximum tolerances by surface patching or other methods as we determine.

3. **Possible Condition**
Cracking of slab in attached garage.

Performance Standard
Cracks in garage slabs in excess of 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility
We will repair cracks exceeding maximum tolerances by surface patching or other methods as determined by us.

4. **Possible Condition**
Uneven concrete floors/slabs.

Performance Standard
Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.

Responsibility
We will correct or repair to meet the performance standard. When applicable, surface patching is an accepted method of repair. We will re-install or replace any finish flooring materials originally provided by us as necessary.

5. **Possible Condition**
Cracks in concrete slab-on-grade floors with vinyl “sheet goods” finish flooring.

Performance Standard
Cracks which rupture the finish flooring material shall be repaired.

Responsibility
We will repair cracks, as necessary, so as not to be readily apparent when the finished flooring material is in place. We will, at our option, repair, reinstall, or replace any finished flooring materials originally provided by us as necessary. We do not guarantee color matches of repaired floors due to die lots, age and normal wear and tear.

3.5 Welded Exits and Areaways

a. Service and Maintenance Tips

Welded exits or area drains must be kept clear of debris and periodically cleared to avoid water migration into the basement.

If your home is equipped with a sump pump, the welded exit will be connected to the floor crock. (See additional information regarding sump pumps in Section 2.1a.)

b. Standards

1. **Possible Condition**
Welded exit floods

Performance Standard
Welded exit should not flood if kept clear of debris

Responsibility
We are not responsible for flooding if the welled exit is not kept clear of debris

4.0 MASONRY

Coverage: 1st Year Only
Area: Workmanship & Materials

4.1 Foundation Walls

a. Service & Maintenance Tips
Whether surface parged and painted block or concrete, the grade adjacent to foundation walls has a tendency to settle and expose some portion of the wall. (See Surface Drainage)

b. Standards

1. Possible Condition
Basement or foundation wall cracks.

Performance Standard
Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility
We will repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first year of the warranty period.

4.2 Brick Veneer

a. Service & Maintenance Tips
The brick selected for your home has been professionally color coordinated with your exterior siding package to provide a visually pleasing exterior scheme as integrated with your surrounding neighborhood.

Please refrain from planting ground cover or ivy which could creep up the foundation wall, and as a result, dilute the strength of the mortar. We cannot be held responsible for the appearance of cracks resulting from vegetation, efflorescence (i.e., a white film which forms on brick in cold weather and disappears as warm weather returns) or other Homeowner maintenance items.

b. Standards

1. Possible Condition
Cracks in masonry walls, veneer, brick steps, or stoops.

Performance Standard
Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/8 inch in width are considered excessive.

Responsibility
We will repair cracks in excess of performance standard by pointing or patching. We will not be responsible for color variation between old and new mortar. These repairs should be made toward the end of the first year warranty period to permit the home to stabilize and

for normal settlement to occur.

5.0 METALS

Coverage: 1st Year Only
Area: Workmanship & Materials

5.1 Porch/Areaway Rails

a. Service & Maintenance Tips

Ornamental iron rails, due to their location, are often exposed to severe climate conditions which can cause rusting. Inspection of railings should be made annually (in the Spring) to identify potential rust problems and repair as part of a normal maintenance schedule.

Extended periods of rust on these rails, when left untended, often lead to unsightly rust wash/drip down on concrete and masonry surfaces.

b. Standards

1. Possible Condition

Rust shows through exterior areaway or porch rails.

Performance Standard

No rust should be visible at the final service inspection.

Responsibility

We will spot sand unacceptable rust areas only, seal with red oxide metal primer, and paint to match one time only during the first year warranty period. Rust stains are not covered by this Warranty beyond that stated above.

6.0 WOOD & PLASTICS

Coverage: 1st Year Only
Area: Workmanship & Materials

6.1 Rough Carpentry

a. Service & Maintenance Tips

Like other building materials, wood is affected by heat and cold. It may contract or expand with weather changes. It may shrink under extreme dryness or swell under extreme humidity.

Your new home has been built with top quality lumber, which has been dried in a kiln to help restrict the wood's movement. However, some shrinkage and swelling is unavoidable. The areas that are primarily affected by lumber movement will be floors, ceilings, moldings, doors, baseboards, resilient floors, hardwood, ceramic tile, and drywall (see Section 9.4 for warranty coverage for resilient floors).

b. Standards

1. Possible Condition

Floor squeak or subfloor appears loose.

Performance Standard
Floor squeak and loose subfloor are often temporary conditions common to new home construction, and a squeak-proof floor cannot be guaranteed.

Responsibility
We will correct the problem if caused by faulty construction within reasonable repair capability. The method of corrective action to be taken shall be at our discretion.

Where necessary, we will remove the finished floor materials to make the repair and reinstall or replace if damaged.

2. **Possible Condition**
Wood floor is uneven.

Performance Standard
Floors shall not have more than a 1/4 inch ridge or depression within any 32 inch measurement. Allowable floor and ceiling deflections are governed by the local building codes.

Responsibility
We will correct or repair to meet performance standard.

3. **Possible Condition**
Wood floor is out of level.

Performance Standard
No point on the surface of a wood floor shall be more than ½ inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions.

Responsibility
We will make the necessary modifications to any floor which does not comply with the performance standard for levelness. Allowances should be made for shrinkage, cantilevers and concentrated loads. Excessive loads added by the Homeowner are not our responsibility and will not be covered under the Performance Standard.

4. **Possible Condition**
Bowed walls or ceilings.

Performance Standard
All interior and exterior walls have slight variations on their finished surfaces. Bowing of walls should not be visible so as to detract from the finished surfaces. Walls or ceilings bowed more than 1/4 inch within any 32 inch horizontal or vertical measurement is a deficiency.

Responsibility
We will repair the bowed area to meet performance standard.

5. **Possible Condition**
Out of plumb walls.

Performance Standard
Walls should not be more than 1/4 inch out of plumb for any 32 inch vertical measurement.

Responsibility
We will repair the area to meet performance standard.

6. **Possible Condition**
Floor deflection,
vibration.

Performance Standard
With drywall construction, the allowable floor vibration deflection is 1/240th of the clear span between bearing points - or slightly more than 5/8 inch on a twelve (12) foot clear span.

NOTE: Floor deflection due to vibration occurs as live loads (people) move about over a wood framed floor; and some floor movement will occur.

Responsibility
None.

6.2 Trim Carpentry

a. Service & Maintenance Tips

Possible consequences of wood shrinkage and swelling due to the settlement of the home may be seen in slight cracks around doorways or windows and nail pops around baseboards and on outside corners.

b. Standards

1. **Possible Condition**
Separation of wood joints of interior
trim.

Performance Standard
Joints in moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.

Responsibility
We will repair separated joints, as defined, one time only during the first year. Caulking defective joints is an acceptable practice.

7.0 THERMAL & MOISTURE PROTECTION

Coverage: 1st Year Only
Area: Workmanship & Materials

7.1 Damp Proofing

a. Service & Maintenance Tips

Your basement is protected against leakage (leakage is defined as: actual trickling of water through the walls and onto the basement floor or seeping through the floor) for a period of one

year. Leaks caused by changes in the landscaping installed by the Homeowner, or failure of the Homeowner to maintain proper grades are not covered by this Warranty.

We suggest that you avoid planting shrubbery too close to the foundation. Soil in shrub beds should be packed and banked so that the water will drain away from your home.

b. Standards

1. Possible Condition
Leaks in basement or in foundation/crawl space.

Performance Standard
Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency. Ground water is a naturally occurring phenomenon which may fluctuate during certain seasons and weather conditions. In crawl space construction, we install a positive drain through the foundation or into a sump crock to help evacuate the collection of the water within the crawl space. We also install a polyethylene vapor barrier over the ground to help prevent the development of excessive humidity in the crawl space.

Responsibility
We will take such action as necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of action or Homeowner negligence. Conditions contributing to water penetration will be repaired. It is the Homeowner's responsibility to maintain the systems installed in the home to minimize water infiltration. The Homeowner should periodically inspect the positive drain in the crawl space for obstructions, such as debris. The Homeowner should do the same for the drain overflow and/or the sump pump. The Homeowner should also inspect the vapor barrier in the crawl space to insure it is not damaged.

7.2 Insulation

a. Service & Maintenance Tips
Your home has been provided with an insulation package designed to meet or exceed applicable building codes.

Special attention has been paid to the type and size of insulation available within the construction envelope, quality of installation and perimeter seal.

b. Standards

1. Possible Condition
Insufficient insulation.

Performance Standard
Insulation shall be installed in accordance with applicable energy and building code requirements.

Responsibility
We will install insulation in sufficient amounts to meet the Performance Standard.

7.3 Roofs, Gutters and Downspouts

a. Service & Maintenance Tips

If the roofing material on your new home is composition shingles, they will be a "seal down" shingle. These shingles have a mastic applied to the underside of the shingle, and once the sun hits the roof, the mastic seals the upper shingle to the one beneath it.

Special care should be taken to avoid damaging your roof when installing television or radio antennas or satellite dishes. A careless job can cause serious leaks. Excessive traffic (walking) on the roof can cause damage. If shingles become loose, consult us or a reputable roofing contractor to effect the repair. Also, roof trusses are not designed as storage space.

Extra weight added to the roof (such as solar panels) may disrupt the structural integrity of the truss support systems. The use of a structural engineer to determine if any additional support is required as well as the use of a reputable installer are both recommended when adding extra weight to the roof system.

Special care should be taken when metal standing seam roofs have been installed. A professional roofing contractor should be consulted for maintenance issues.

NOTE: All roofing and flashing should be checked twice a year in order to maintain a good watertight condition. Homeowners should take care when checking flashing and vents for cracked sealant, wind damage, and protruding nails. Shingles should be checked for loose or damaged sections. It is especially important to maintain sealant where flashing meets the brick.

b. Standards

1. Possible Condition

Roof or flashing leaks.

Performance Standard

Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up, high winds, or Homeowner action or negligence.

Responsibility

We will repair any verified roof or flashing leaks not caused by ice build-up or Homeowner action or negligence.

2. Possible Condition

Standing water on roof.

Performance Standard

A properly pitched roof is to drain water except for minor ponding. Flat roofs will retain a certain amount of water. Excessive ponding of water which causes roofing material to leak is a deficiency.

Responsibility

We will take corrective action to assure proper drainage of roof and repair all leaks due to or caused by standing water.

3. **Possible Condition**
Water standing in gutters.

Performance Standard
When gutter is unobstructed by debris, the standing water level shall not exceed 1 1/2 inches in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

Responsibility
We will correct to meet the Performance Standard.

4. **Possible Condition**
Gutters and/or downspouts leak.

Performance Standard
Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

Responsibility
We will repair leaks.

5. **Possible Condition**
Leaks due to snow or rain driven into the attic through louvers or vents.

Performance Standard
Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure. However, snow and rain can enter the attic through these vents and louvers when certain negative pressure conditions exist.

Responsibility
None.

7.4 Louvers & Vents

a. Service and Maintenance Tips
Soffit and ridge vents must be kept clear/open to minimize build-up of humidity which could cause movement of certain framing members within the structure.

b. Standards

1. **Possible Condition**
Inadequate ventilation of attics and unconditioned crawl spaces.

Performance Standard
Attic and crawl spaces shall be ventilated as required by the approved building code.

Responsibility
We shall provide for adequate ventilation. We will not be responsible for alterations to the original system.

7.5 Siding & Trim

a. Service & Maintenance Tips

All exterior materials on your home require periodic maintenance. Some materials such as prefinished siding should be washed to maintain their appearance and remove airborne materials that can damage the finish. Other materials such as synthetic siding and trim must be maintained (repainted and/or restained) periodically. The durability of paint finishes will vary depending upon climate, exposure, and other factors. Paints or stains extend the life of the surfaces, reduce mildew, and help you achieve the color effect you desire from your siding and trim. Failure to maintain the painted surfaces on your home can result in stain damage from mildew.

The aluminum or vinyl siding on your home is characterized by its maintenance saving finish. The finish reduces costly priming and painting. You may occasionally want to wash your siding. If you do, use a mild detergent (no bleach) and a soft brush or cloth.

The shutters on your home may be washed in the same manner as the siding.

We will not be responsible for damage to the siding caused by high winds, severe storms, or lack of maintenance. All wood/composition exterior materials must be inspected for wear and maintained by the Homeowner.

b. Standards

1. **Possible Condition**
   Siding is bowed

   Performance Standard
   Bows exceeding ½ inch in 32 inches are unacceptable.

   Responsibility
   We will install additional nails in siding to meet nailing schedules which are standard in the industry and will replace any siding that does not meet the standard. Note: some waviness in siding is to be expected because of bows in studs.

2. **Possible Condition**
   Poor quality of exterior trim workmanship.

   Performance Standard
   Joints between exterior trim elements, including siding and masonry, should not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry, and siding should be capable of performing its function to exclude the elements.

   Responsibility
   We will repair open joints and touch up finish coatings where repaired to match existing as close as possible. Caulking is acceptable for joints less than 3/8 inch in width.

3. **Possible Condition**
   Delamination of plywood veneer siding or joint separation.

   Performance Standard
   All siding shall be installed according to the manufacturer and industries accepted

standards. Separation and delamination's shall be repaired or replaced.

Responsibility
We will repair or replace siding as needed unless caused by the Homeowner's neglect to maintain siding properly. Repaired area may not match in color and or texture. For surfaces requiring paint, we will paint only the new materials. The Homeowner can expect that the newly painted surface will not match original surface in color.

4. **Possible Condition**
Delamination or deterioration of exterior lap siding.

Performance Standard
Siding should not delaminate or deteriorate within manufacturer's specifications. Natural wood siding can be expected to weather and change color as it ages.

Responsibility
We will repair or replace as needed unless caused by Homeowner's neglect to maintain siding properly. Repaired area should match as closely as possible in color and/or texture. The Homeowner should be aware that the new finish may not exactly match the original surface texture or color.

7.6 Stucco

a. Service and Maintenance Tips
Stucco needs to be painted at regular intervals to maintain color and water permeability as per manufacturer's recommendation.

b. Standards

1. **Possible Condition**
Cracks in exterior stucco wall surfaces.

Performance Standard
Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility
We will repair cracks exceeding 1/8 inch in width, one time only, during the first year of the warranty period.

7.8 Caulking

a. Service & Maintenance Tips
Caulking around all exterior openings should be inspected by the Homeowner every spring and fall. Caulking can easily be repaired with caulking compound which can be purchased from most hardware stores.

b. Standards

1. **Possible Condition**
Leaks in exterior walls due to caulking.

Performance Standard
Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

Responsibility
We will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once, during the first year of the Warranty Period. Properly installed caulking will shrink and must be maintained by the Homeowner during the life of the home.

8.0 DOORS & WINDOWS

Coverage: 1st Year Only
Area: Workmanship & Materials

8.1 Condensation & Humidity

a. Service & Maintenance Tips

Relative humidity is the percentage of water vapor in the air compared to the maximum amount of water vapor that could possibly be present in the air at a given temperature. As temperature increases, the capacity of air to hold moisture increases. For example, there is considerably more actual moisture in 70 degrees air with 40% relative humidity than there is in 0 degrees air with 40% relative humidity.

In older homes, it is possible for great volumes of colder air, with lower quantities of moisture, to leak into the structure. In the winter, if moisture was not added to these older homes often, the air feels dry.

With your new home, we have attempted to prevent any significant quantity of outdoor air from entering, and therefore, the relative humidity should remain in a comfortable range.

On the other hand, although the proper humidity level will make your home comfortable, the creation of excess moisture can create problems.

The “tightness” of the home restricts outdoor air from entering and lowering the relative humidity. Because of the restriction of outside air flow, moisture introduced into the home has less chance to escape and may create a high humidity condition in the home. As moisture levels increase, condensation could form on windows, glass doors, basement walls, or pipes in the basement.

It is recommended that the windows are locked when not in use and that the Homeowner keep the window weep holes clean and open.

b. Standards

1. Possible Condition
Condensation and/or frost on windows.

Performance Standard
Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Homeowner.

Responsibility
No corrective action required.
The Homeowner can usually correct condensation by properly venting the clothes dryer to the outside, using an outside air source, such as an open window when cooking, and operating the exhaust fans when showering or bathing.

2. **Possible Condition**
Condensation between glass.

Performance Standard
Should not occur within manufacturer's warranty.

Responsibility
We will replace the glass during the first year. After the first year, the Homeowner must contact the window manufacturer to obtain the replacement glass as allowed within the manufacturer's product warranty. The Homeowner is responsible for the replacement of the glass.

8.2 Doors (Exterior & Interior)

a. Service and Maintenance Tips

Your new home is equipped with a variety of door types. These will react differently under various weather and humidity conditions. The exterior doors are equipped with a weather-stripping which provides maximum seal against air filtration.

Occasional spraying of graphite into key slots of lock sets, tightening of lock set screws, and keeper adjustment will assure you of proper operation of your door locks. The sweep weather-stripping at the bottom of the door may require periodic adjustment or replacement as the material wears.

Your sliding glass doors, if selected, will give you many years of service if you follow these suggestions: Periodic cleaning of the bottom track will allow the sliding panels to move freely. An occasional application of ordinary household "3-in-One" oil or silicone spray along the bottom track is also recommended. Be sure the drain holes are clear, so that rainwater can flow out of the track. Sliding doors are not designed to be waterproof if hosed off with direct high pressure from a hose.

On interior wood doors, a certain amount of expansion and contraction in width is normal due to the changing temperature and humidity. Doors will be wider in summer and in humid periods and narrower in dry weather conditions. Therefore, do not be hasty in adjusting, planning or cutting your door, as it will tend to correct itself.

Bi-fold doors will need to be adjusted from time to time. The Supervisor or the Project Manager will instruct you in this operation procedure at the New Home Orientation. Keep tracks, pivots and guides free of paint and dirt. A little wax or silicone spray applied to the guide edges of the tracks, or silicone spray applied to the same area, will allow the doors to operate smoothly.

b. Standards

1. **Possible Condition**
Warpage of exterior and interior doors.

Performance Standard
Doors will warp to some degree. However, they should not warp to the extent that they become inoperable or cease to be weather resistant. The maximum allowable warpage is 1/4 inch when measured from top to bottom vertically and diagonally.

Responsibility
We will correct defective doors.

2. **Possible Condition**
Warpage of interior passage and closet doors.

Performance Standard
Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).

Responsibility
We will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year of the Warranty Period.

3. **Possible Condition**
Sticking, binding doors.

Performance Standard
Doors should not stick or stay open due to hinge bound condition.

Responsibility
We will reset sticking hinge bound doors one time only during the first year of the Warranty Period.

8.3 Garage Doors

a. Service and Maintenance Tips

The moving parts of garage doors should be oiled and the torsion spring greased, about once every three months. The screws that tighten the hardware to the door should be tightened about once a year, or as necessary. Garage door handles should be regularly inspected by the Homeowner as to possible jagged or sharp edges so that cuts and other injuries can be avoided.

Garage door openers added after closing may affect the operation of the garage door and may void the Warranty.

b. Standards

1. **Possible Condition**
Garage doors fail to operate properly under normal use.

Performance Standard
Garage doors shall operate properly.

Responsibility
We will correct or adjust garage doors as required during the first year of the Warranty

Period.

2. **Possible Condition**
Garage doors allow entrance of snow or water.

Performance Standard
Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.

Responsibility
We will adjust or correct garage doors to meet manufacturer's recommendations.

8.4 Windows

a. Service and Maintenance Tips

The windows should be maintained by keeping the sill and side tracks clean and spraying any side tracks with silicone spray. Vinyl liners and jambs should not be painted.

Window Screens

WARNING: The window screens, frames, and fastening systems have been designed by the window and screen manufacturers only to keep most insects out of your home. The manufacturers have not designed the system to support any weight other than that of the screen itself, therefore, the screen system will not prevent children or pets from falling through open windows to the ground below. Parents should be careful to prevent children and pets from leaning against the screens.

b. Standards

1. **Possible Condition**
Malfunction of windows.

Performance Standard
Windows should operate with reasonable ease, as designed.

Responsibility
We will correct or repair as required.

2. **Possible Condition**
Broken Glass.

Performance Standard
None.

Responsibility
None. Broken glass not reported to us prior to closing is the Homeowner's responsibility.

9.0 FINISHES

Coverage: 1st Year Only
Area: Workmanship & Materials

9.1 Drywall (Walls & Ceilings)

a. Service & Maintenance Tips

Drywall is used to cover your interior walls. Drywall can take the normal hard wear of family life, but if damage occurs it can easily be repaired with spackling compound and fine sandpaper.

b. Standards

1. Possible Condition

Cracks in interior wall and ceiling surfaces.

Performance Standard

Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width are to be repaired.

Responsibility

We will repair cracks exceeding 1/8 inch in width one time only during the first year of the Warranty Period.

2. Possible Condition

Defects seen in natural light which appear during the first year of the Warranty Period such as nail pops or other blemishes.

Performance Standard

Slight “imperfections” such as nail pops and cracks are common in gypsum wallboard installations.

Responsibility

We will repair these slight “imperfections” one time only during the first year of the Warranty Period.

9.2 Ceramic Tile (Walls & Floors)

a. Service and Maintenance Tips

Ceramic Tile, Tub, and Shower

A separation between the tub and the wall tile and/or cracking of joints between ceramic tile and tub and shower stall corners may occur because of moisture and normal settlement in these areas. The weight of water and a bather also contribute to such separation. This is a normal homeowner’s maintenance function, and you can remedy these situations by simply removing the old grouting and filling the crack with new grouting compound available at hardware stores. This situation may develop periodically depending on living habits and maintenance. Grout should be inspected every three months.

Normally, a wipe with a damp cloth will keep the tub/shower surface clean. Heavy accumulations of film can be removed with a detergent or tile cleaner. In all cases, use a

nonabrasive cleaner. An automotive pump spray wax may be used to bring out the luster in these products.

Ceramic Tile Floors

If you have chosen ceramic tile flooring in your new home, we suggest the following maintenance hints.

Some cracking or chipping of the grout is considered normal, due to shrinkage and normal deflection of the subfloor. You can repair simply by filling with a commercial grouting of the same color. Although durable, some caution must be exercised to avoid cracking tiles with heavy objects.

It is recommended that you install a "Ceramic Seal and Finish" product immediately after you move into your new home, and a minimum of every two years thereafter. This sealing will reduce stains and discoloration of the grouting.

b. Standards

1. **Possible Condition**
   Ceramic tile cracks or becomes loose.

   Performance Standard
   Ceramic tile should not crack or become loose.

   Responsibility
   We will replace cracked tiles and resecure loose tiles except when caused by Homeowner neglect. In addition, we will correct the cause of the loose or cracking tile condition. We will not be responsible for discontinued patterns or color variations in ceramic tile but will match as closely as possible.

2. **Possible Condition**
   Cracks appear in grouting of ceramic tile joints

   Performance Standard
   Cracks in grouting or ceramic tile joints are commonly due to shrinking condition.

   Responsibility
   We will repair grouting as necessary, one time only during the first year. We will match as closely as possible. Regrouting of these cracks is a maintenance responsibility of the Homeowner after the first year of the Warranty Period.

9.3 Finished Wood Flooring

a. Service and Maintenance Tips

Because of the natural characteristics of wood products, some squeaks in the flooring area can be expected. If hardwood is used as a flooring material in your home, some minor separations between the boards may occur due to shrinkage of the material which is a common occurrence and will vary with temperature and humidity levels. Some color fading or irregularities may occur due to exposure to sunlight. It is widely accepted within the industry that vertical displacement between the boards be no greater than the thickness of a credit card. The hardwood finished surface can be scratched. Care must be taken to protect the surface, especially in high traffic areas. Chair and table legs and high heel shoes will cause damage to

the surface. You should take precautions to protect flooring and follow recommended cleaning procedures.

b. Standards

1. Possible Condition
Gaps developing between floor boards.

Performance Standard
Gaps in excess of 1/8 inch in width shall be corrected.

Responsibility
We will repair gaps in excess of 1/8 inch within the first year of the Warranty Period, by filling or replacing, at our option. We are not responsible for discontinued flooring or different graining or color variations in the wood. We will match the existing floor as closely as possible. Also, face nailing on wood floors is commonly used along walls and for repairs.

9.4 Resilient Floors

a. Service and Maintenance Tips
We have chosen these floors for their design, availability, and resistance to wear. Some items that you should be aware of are:

1. Raised nail heads are caused by movement of the floor joist because of shrinkage and deflection. We have attempted to minimize this problem by using special nails or screws and by gluing the plywood to minimize the number of fasteners required.
2. Seam separation or lifting is normally caused by water seeping between the joints during floor cleaning. Floors should be damp mopped, but not flooded with water, during cleaning.
3. Resilient flooring often separates near heat registers or at the outside walls of a room. The heat from the registers softens the glue (mastic) and causes the flooring to move when stepped on or when a chair is pushed against the tile area.

Expansion and contraction of underlayment (where used) or subflooring may also cause separation. We have sanded the underlayment joints and filled them to minimize the possible problem of ridges showing through your floor. Minor ridging may occur due to shrinkage of the underlayment. A maintenance booklet supplied with the Homeowner's package provides directions for proper floor care.

b. Standards

1. Possible Condition
Nail pops appear on the surface of resilient flooring.

Performance Standard
Readily apparent nail pops shall be repaired.

Responsibility
We will correct nail pops which have broken the surface. We will repair resilient floor covering in the affected area with similar material. We will not be responsible for discontinued patterns or color variations in the floor covering. Replacement of the floor will only be done in our sole discretion.

2. Possible Condition
Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

Performance Standard
Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken at the gap created at one end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.

Responsibility
We will take corrective action as necessary to bring the defect within acceptable tolerance so that the affected area is not readily visible. We will not be responsible for discontinued patterns or color variations in floor covering. Replacement of the floor will only be done in our sole discretion.

3. Possible Condition
Resilient flooring loses adhesion.

Performance Standard
Resilient flooring shall not lift, bubble, or become unglued.

Responsibility
We will repair the affected resilient flooring as required. We will not be responsible for discontinued patterns or color variation of floor covering. Replacement of the floor will only be done in our sole discretion.

4. Possible Condition
Seams or shrinkage gaps show at resilient flooring joints.

Performance Standard
Gaps shall not exceed 1/16 inch in width at resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

Responsibility
We will repair the affected resilient flooring as required. Tears, cuts, or scrapes in the finished surface are not our responsibility unless such defects are identified prior to the Homeowner taking occupancy of the home. We will not be responsible for discontinued patterns or color variation of floor covering. Replacement of the floor will only be done in our sole discretion.

9.5 Painting

a. Service and Maintenance Tips
Maintenance of all exterior materials on the home (wood, siding, trim synboard, etc.) should be done by the Homeowner as a routine program. Paints or stains extend the life of the painted components on the exterior of the Home. Your local paint or hardware store can assist you in the selection of the proper paint for your home.

Mildew or fungus will form on almost any surface if the structure is subject to high humidity and/or high moisture conditions. The formation of mildew or fungus is a condition we cannot control and is your maintenance responsibility.

b. Standards

1. Possible Condition
Exterior paint peels, deteriorates, or fades.

Performance Standard
Exterior paints should not peel during the first year of the Warranty Period. However, fading is normal and the degree is dependent on climatic conditions.

Responsibility
If paint is defective, we will refinish affected areas, matching color as close as possible, in areas where the finish deterioration affects the majority of the wall area.

2. Possible Condition
Painting required as a corollary repair because of work other than drywall nail pops, seams and corners.

Performance Standard
Necessary repair of a painted surface required under this Warranty is to be refinished to match surrounding areas as closely as possible.

Responsibility
We will finish repair areas as indicated. Only the repaired area will be repainted which may not include an entire wall. We do not guarantee any color match.

3. Possible Condition
Deterioration of varnish of lacquer finish.

Performance Standard
Natural finishes on interior woodwork should not deteriorate during the first year of ownership.

Responsibility
We will refinish affected areas of natural finish interior woodwork, matching the color as closely as possible.

4. Possible Condition
Mildew or fungus on painted surfaces.

Performance Standard
Mildew or fungus will form on a painted surface if the surface is subject to excessive exposures to a food source (i.e., fabric, carpet, drywall, wood and insulation, among others) and to moisture.

Responsibility
Mildew or fungus formation is a condition we cannot control and is a Homeowner maintenance item.

9.6 Carpeting

a. Service and Maintenance Tips

Carpet maintenance should be tailored to the specific fiber used in the carpet. Generally, carpet care includes vacuuming and prompt attention to spills. Our carpets were selected for their ability to withstand normal wear and tear with minimum care. When available, a booklet will be given to you at your New Home Orientation which will prescribe a carpet care program for your specific carpet pile fiber.

Seams and color variations (shading) may be evident depending on the style of carpeting and the pile fiber you have chosen. Some color fading may occur due to constant exposure to direct sunlight. Closing the drapes during certain times of the day will help prevent such fading.

We will not be responsible for stains, color variation or damage due to Homeowner neglect, including, but not limited to, pet stains. The Homeowner should clean these areas immediately after soiling, as required.

b. Standards

1. **Possible Condition**
   Open carpet seams.

   Performance Standard
   Carpet seams will show. However, no visible gap is acceptable.

   Responsibility
   We will correct visible gaps only.

2. **Possible Condition**
   Carpeting becomes loose, seams separate or stretching occurs.

   Performance Standard
   Wall to wall carpeting, installed by us as the primary floor covering, when stretched and secured properly should not come up, become loose, or separate from its point of attachment.

   Responsibility
   We will restretch or resecure carpeting as needed one time only during the one year Warranty Period.

3. **Possible Condition**
   Spots on carpet, minor fading.

   Performance Standard
   Exposure to light may cause spots on carpet and/or minor fading.

   Responsibility
   None.

9.7 Hardware

a. Service and Maintenance Tips
Certain types of interior and/or exterior hardware are painted or coated to take on an appearance of brass or other colors. These types of finishes are commonly used for electrical fixtures, plumbing fixtures, door knobs, kickplates, etc. and have a tendency to fade, rub off,

discolor, or tarnish. Brass finishes should be wiped down with a damp sponge and care taken to avoid abrasive cleaners.

IMPORTANT NOTE REGARDING BRASS, BRONZE AND OTHER ANTIQUE FINISH PRODUCTS: The manufacturer applies a protective coating to the plated surface of brass, bronze, and other antique finish products. In time the protective lacquer may deteriorate either from exposure to weather, extremes of climate, frequency of use or other factors. Care should be taken when cleaning these surfaces to use a non-abrasive type cleaner (soap and water) and coat with a non-abrasive polish.

Tarnishing or excessive wear of these finishes is, therefore, not a defect, but a normal process which is unavoidable. Under these circumstances, these finishes cannot be guaranteed and, therefore, products will not be repaired or replaced under this Warranty. The manufacturer's warranty may exceed this Warranty.

b. Standards

1. Possible Condition
Brass finish tarnishes during the first year.

Performance Standard
Brass finishes tarnish over time due to exposure to climatic conditions, human perspiration and frequency of use.

Responsibility
None.

10.0 SPECIALTIES

Coverage: 1st Year Only
Area: Workmanship & Materials

10.1 Fireplaces (Wood Burning)

a. Service and Maintenance Tips
If your home is equipped with a wood burning fireplace, there are certain things that you should do to insure its proper operation. First, you should be sure before igniting a fire that the damper above the firebox has been opened. For the best burning results, we recommend that you buy a steel grate for holding the logs while burning.

When the fire is burning, the flue will be drawing not only the smoke from the fire, but the warm air from your room, and if the room is open to other rooms, it will cause much of the warm air throughout the home to be drawn up through the chimney.

Be sure to close the damper after the fire has been completely extinguished.

Avoid using manufactured paper logs in fireplaces. They may contain chemicals that can induce a flue fire.

b. Standards

1. Possible Condition
Fireplace or chimney does not draw properly.

Performance Standard
It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney.

Responsibility
We will determine the cause of the malfunction and correct if the problem is one of design or construction of the fireplace.

2. **Possible Condition**
Chimney separation from structure to which it is attached.

Performance Standard
A newly built fireplace may incur slight amounts of separation. Separation should not exceed 1/2 inch from the main structure in any 10 foot vertical measurement.

Responsibility
We will determine the cause of separation and correct if standard has not been met. Caulking is acceptable.

3. **Possible Condition**
Brick firebox color changed.

Performance Standard
None.

Responsibility
None. Heat from fires as well as chemical additives will alter finish.

4. **Possible Condition**
Cracked firebrick and mortar joints.

Performance Standard
None.

Responsibility
None. Heat from fires may cause cracking.

10.2 Fireplaces (Direct Vent)

a. Service and Maintenance Tips
If your home is equipped with a direct vent fireplace, there are certain things that you should do to insure its proper operation. You should insure that the pilot light is lit. Looking through the glass at the base of the logs you can see the pilot light. Instructions for lighting the pilot are provide in the area accessed through the cover below the firebox.

The homeowner will need to inspect the external vent cap on a regular basis to make sure that no debris is interfering with the airflow.

Because a Direct Vent fireplace is a sealed unit, when the fire is burning, the fire box will not be drawing heat from the inside of your home. The firebox becomes extremely hot and the

homeowner should take care not to touch or have heat sensitive items next to the firebox.

There is no damper to operate with a direct vent fireplace.

When direct vent gas fireplaces are provided, improper adjustments, alterations, service or maintenance can cause injury or property damage. Refer to the manual for assistance or additional information consult a qualified installer, service agency or the gas supplier.

b. Standards

1. **Possible Condition**
   Vapors may condense and fog the glass.

   Performance Standard
   For the first few minutes after each lighting vapors may fog the glass and the flames may be blue. After a few minutes this moisture will disappear and within 10-15 minutes the flames should become yellow.

   Responsibility
   None.

2. **Possible Condition**
   Fireplace may produce a (oil canning) noise.

   Performance Standard
   The oil canning noise is caused by the metals expansion and contraction as it heats up and cools down. This does not affect the operation or longevity of the fireplace.

   Responsibility
   None.

3. **Possible Condition**
   Glass fronts may become dirty on the inside of the firebox.

   Performance Standard
   It is possible that a film may build up on the side of the glass which faces the firebox created by emissions from the gas or propane flames.

   Responsibility
   None. The Homeowner may be required to provide periodic cleaning to the glass surfaces. Refer to the manual for assistance.

   WARNING: Turn off the gas valve located under the firebox prior to any servicing.

   WARNING: DO NOT OPERATE THE UNIT WITH OUT THE GLASS FRONTS PROPERLY INSTALLED AND SEALED.

10.3 Pools

a. Service and Maintenance Tips
Pools require regular maintenance in order to keep all aspects running efficiently. Please refer to any documents provided by the manufacturer/subcontractor regarding maintenance

schedules and specific chemical levels for the system. Failure to follow the maintenance guidelines can lead to malfunction of the mechanical systems in the pool, and can cause algae growth on pool surfaces.

b. Standards

1. **Possible Condition**
   Algae growth on sun deck and pool surfaces.

   Performance Standard
   The pool surface should be free of algae if it is properly maintained. Homeowner should check maintenance guidelines from manufacturer to verify all requirements are being met. Please contact the manufacturer/subcontractor for their removal recommendations.

   Algae growth on the pool deck surface can grow when water is allowed to puddle and is not removed. Please contact the manufacturer/subcontractor for their removal recommendations.

   Responsibility
   None.

2. **Possible Condition**
   Discoloration of the marcite finish.

   Performance Standard
   A light gray spotting or streaking called mottling can occur with the marcite finish and is a normal condition. This can be minimized by maintaining a proper chemical balance in the pool. Other stains can occur due to an improper chemical balance in the pool, these stains require a qualified professional to attempt to remove them and are not warranted.

   Responsibility
   None.

3. **Possible Condition**
   Pool water is dirty.

   Performance Standard
   Pool should be clear, and will need to have any leaves and debris from the environment skimmed out regularly. The filter needs to be cleaned out regularly; if it has clogged it will reduce the effectiveness of the filter and chemicals to keep the pool clean.

   Responsibility
   None.

4. **Possible Condition**
   Pool system is leaking water.

   Performance Standard
   While there will be natural evaporation of water from the pool, if you are having substantial changes in water levels then a leak may be present. Water should not be leaking from the liner or any of the plumbing within the pool system.

Responsibility
None. Please contact the manufacturer/subcontractor as the liner and plumbing for the pool systems are warranted directly with them.

11.0 KITCHEN CABINETS, VANITIES AND COUNTER TOPS

Coverage: 1st Year Only
Area: Workmanship & Materials

11.1 Counter Tops/Surfaces

a. Service & Maintenance Tips
All laminated kitchen countertops, cultured marble vanity, ceramic tile, Corian and granite tops and walls should be wiped down with a non-abrasive cleaner and brought to "sparkle" with a cleaner and polish recommended by the manufacturer. Granite tops should be sealed per manufacturer specifications.

b. Standards

1. **Possible Condition**
Cultured materials (marble, granite, etc.) have sections of discoloration in areas of the stone.

Performance Standard
Cultured materials are cut from natural stone and as such may color variances between pieces.

Responsibility
None.

2. **Possible Condition**
Cultured material has developed a crack or chip inside of it.

Performance Standard
Stone should be free of chips and cracks at time home is settled.

Responsibility
Cracks or chips that appear following settlement are not covered by the warranty since these were not caused by the original installation.

3. **Possible Condition**
Surface cracks and joint delaminations in high pressure laminates on vanity and kitchen cabinet countertops and cabinets.

Performance Standard
Countertops fabricated with high pressure laminate coverings will not delaminate or crack. However, it is recommended that water not be allowed to stand in the seams of counter tops.

Responsibility
We will replace delaminated or cracked coverings. We will not be responsible for chips, scratches, and cracks noted after the New Home Orientation or for delamination from

water which causes swelling of the base material.

4. **Possible Condition**
Kitchen cabinet malfunctions.

Performance Standard
Warpage not to exceed 1/4 inch as measured from face frame to point of furthermost warpage with door or drawer front in closed position.

Responsibility
We will correct or replace door or drawer fronts.

5. **Possible Condition**
Gaps between cabinets, ceilings and walls.

Performance Standard
Acceptable tolerance is 1/4 inch in width.

Responsibility
We will correct any gap over 1/4 inch by installing a trim piece.

6. **Possible Condition**
Variation in color between adjacent kitchen cabinets of the same style.

Performance Standard
Variations of grain pattern and color are normal in wood veneer and solid wood cabinets and doors.

Responsibility
None.

7. **Possible Condition**
Shrinkage of insert panels shows raw wood edges.

Performance Standard
Panels will shrink and expand and may expose unpainted surface.

Responsibility
None. The Homeowner is responsible to touchup and maintain these areas to match the door color and finish.

8. **Possible Condition**
Split in door panel.

Performance Standard
Split panels shall not allow light to be visible through the doors.

Responsibility
If light is visible, we will fill the split and match the paint or stain as closely as possible, one time only in the first year of the Warranty Period.

12.0 PLUMBING

Coverage: 1st Year Only
Area: Workmanship & Materials

12.1 Water Supply, Sewers, Fixtures & Drains

a. Service and Maintenance Tips

In preparing your home for occupancy, the sewers have been flushed and tested to work properly. Water supply systems and fixtures have been pressure tested to eliminate leaks. If however, clogging does occur due to our negligence, it should become apparent within the first 30 days after occupancy.

Should drainage from a tub, toilet, sink, or shower clog, you may attempt to relieve it by use of a plunger (available at most hardware stores). If the plunger does not work, a plumber's snake should be used to determine if a fixture or trap is blocked versus a system failure.

Temperature fluctuations may occur with the hot and cold water when other fixtures are being used at the same time. A "ticking" sound is sometimes noticeable when water pipes expand and contract.

Water pressure often varies by individual municipalities and is not controlled by us.

A series of maintenance tips should be employed by the Homeowner to minimize costly plumbing repairs:

1. Care should be observed to avoid disposal of paper towels, heavy tissue, sanitary products, and other such materials into plumbing fixtures in order to minimize the possibility of clogging. After thirty (30) days of occupancy, we will not be responsible for sewer clogs unless it is determined that faulty materials or workmanship have been employed or the original installation was improperly completed.
2. Winterize your exterior hose bibs and plumbing lines by closing the valve to each faucet inside the house and opening the hose connections at each exterior location. The water at the bleeder valve inside should be drained.
3. Each plumbing fixture in your home has a drain "trap", a piece of drain pipe designed to provide a water barrier between your home and the possible odor of sewer gas. This "trap" holds water which prevents the airborne bacteria and odor of the sewer gas from entering the home. If a fixture is left unused, it should be turned on at regular intervals to replace evaporating water and to ensure that the trap barrier remains intact. Periodically refill the traps of unused fixtures.
4. Welled exit or areaway drains must be kept clear of debris and periodically cleaned in order to avoid water migration into the basement. (See Section 3.4).

b. Standards

1. Possible Condition

Defective plumbing fixtures, appliances, or trim fittings.

Performance Standard

Fixtures, or fittings will function as designed.

Responsibility
We will replace any defective fixture, fitting, or appliance which does not meet acceptable standards.

2. **Possible Condition**
Faucet or valve leak.

Performance Standard
A valve or faucet leak due to material or workmanship is a deficiency.

Responsibility
We will repair or replace the leaking faucet or valve.

3. **Possible Condition**
Noisy water pipes.

Performance Standard
There will be some noise emitting from the water pipe system, due to the flow of water.

Responsibility
None.

4. **Possible Condition**
Cracking, chipping, or scratching of porcelain or fiberglass surfaces on tubs, showers lavatories, bar tops and sinks.

Performance Standard
Chips and cracks on surfaces of bathtubs and sinks can occur when surface is hit with sharp or heavy objects.

Responsibility
We will not be responsible for repairs unless damage has been reported to us prior to occupancy.

12.2 Water Heater

a. **Service and Maintenance Tips**
The water heater in your home, whether electric or gas, is equipped with a temperature and pressure relief valve, which is designed to open in the event excessive pressure or temperature builds up within the tank. When this happens, water is allowed to flow from the tank. As the temperature and/or pressure are reduced, the flow will stop. If a steady flow of water is coming from the pressure relief valve, the water main should be shut off.

Gas hot water tanks, normally have a temperature dial (hot, warm, mild) on the outside of the tank, and the temperature can be completely controlled by adjusting the dial.

On an electric hot water heater, because of the inherent danger in resetting the temperature, we suggest that you call a serviceman.

Refer to the manual provided with the water heater from the manufacturer for suggested maintenance of your hot water tank, in all cases, before making any adjustments.

Though we warrant the operation of the water tank appliance for one year, the manufacturer's warranty may exceed our Warranty. Please refer to your Homeowner's Package for your exact coverage.

Under no circumstances should you turn on an electric water heater without water in the tank because the element will quickly burn out. ***In the case of any emergency with water or hot water heaters, be sure to familiarize yourself with where and how to turn off the water supply.***

12.3 Wells

a. Service and Maintenance Tips

A well water system utilizes groundwater contained in soil and rock pores and is susceptible to pollution from contaminants that move through the soil and filter down to the groundwater.

Do not store toxic or hazardous substances near your well.

Protect the well head from cars, mowers, or other traffic, which may damage it.

Have your well inspected and sampled regularly by your local health department or qualified independent lab to assure it is properly protected.

Do not overuse or abuse pesticides, herbicides and fertilizers. Follow the package directions carefully.

Do not flush toxic or hazardous substances down the toilet or pour such substances into home drains, storm drains or onto the ground surface.

Many Health Departments recommend you have your well tested after any repairs are made to your well or if you notice a change in the taste or color of your well water. Your Health Department or independent lab can test your well for bacteriological quality and conduct chemical analysis for certain substances such as iron, acidity, or hardness.

b. Standards

1. Possible Condition

Well supply system fails to deliver water.

Performance Standard

All well systems shall be designed and installed in accordance with all approved building, plumbing, and health codes.

Responsibility

We will repair if failure is the result of defective workmanship or materials during the warranty period. If conditions beyond our control disrupt or eliminate the sources of the supply, we have no responsibility. This Warranty does not cover potability or quantity of well water provided the well water complies with all applicable permitting requirements at the time of settlement.

13.0 HVAC

Coverage: 1st Year Only
Area: Workmanship & Materials

a. Service and Maintenance Tips

A complete and correct understanding of your heating and cooling equipment can help you minimize your energy consumption.

Your home may be equipped with a gas or electric furnace, with or without air conditioning or an electric heat pump which provides both heating and cooling. One basic rule applies to all these systems: during the heating season the thermostat should be set to maintain the lowest temperature at which you are comfortable in your home. Each degree of higher temperature setting results in a marked increase in the fuel consumption. Likewise, during the cooling season, each degree of lower setting also increases fuel consumption by a significant amount.

All the HVAC systems utilize a furnace, ductwork, registers, filter, and a thermostat to control the temperature in the home.

Thermostat

The thermostat controls the temperature produced by the HVAC system. If your home is heated by a warm air system, your thermostat may also have controls for converting the system from heating to cooling and vice versa.

Registers

The registers in your home help to regulate the flow of air to maintain the desired temperature. Personal taste in comfort levels may require slight adjustments in the registers to keep each living area at the desired temperature.

If your lower level is too cool in the winter, start closing upper level registers until the desired results are obtained. If your upper level is too warm in the summer, close lower level registers until the desired results are obtained.

Maintenance

In all forced air heating systems, the basic requirement for maintaining economical operation of your furnace is to keep the air filter clean. Building activity in and around the home creates excessive amounts of dust and dirt, the filter should be checked and replaced monthly.

With outdoor heating/cooling units, it is important to keep leaves and snow from around the unit, and to keep the unit level for maximum efficiency. It is also recommended to have a qualified person annually clean the mildew that collects on the evaporator and condenser coils. The heat exchanger should also be checked regularly for damage or defects.

You might also notice steam rising from your outdoor heat pump unit during cold weather. This is a normal occurrence when the unit is completing its defrost cycle.

Service

There are some things that you should check prior to calling for service.

1. If your system is operating but is not providing adequate heating or cooling, check the following:

- Filter
- Thermostat setting

2. If your system doesn't function at all, check the following:
   (a) In homes equipped with a gas furnace with a pilot light, it may go out. (It should be visible near the main burner). You may relight it by following the instructions printed on the unit.
   (b) With all systems, check the circuit breakers to see if they have tripped. Circuit breakers may be reset by switching all the way to "off" and then to "on".

NOTE: Gas furnaces may have a separate switch located near the furnace unit inside the home.

If the circuit breakers trip immediately after resetting, call a repairman for service. Interruptions of power (such as during electrical storms when lights blink) can cause a circuit breaker to trip. If your system malfunctions during or just after a thunderstorm, the circuit breaker would be the first item to check.

Whatever system you have in your home, it should be checked and cleaned by a professional repairman. See your instruction manual for the recommended frequency of care for your system. You may wish to contact your HVAC contractor to establish a regular maintenance program.

b. Standards

1. **Possible Condition**
   Inadequate heating.

   Performance Standard
   The heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions. Temperature at the thermostat will be plus or minus 3° F from the set point temperature. Federal, state, or local energy codes shall supersede this standard where such codes have been adopted.

   Responsibility
   We will correct heating system to provide the required temperatures.

2. **Possible Condition**
   Inadequate cooling.

   Performance Standard
   Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 75 degrees F, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions. Temperature at the thermostat will be plus or minus 3° F from the set point temperature. In the case of outside temperatures exceeding 90 degrees F, a differential of 15 degrees F from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been adopted.

   Responsibility
   We will correct cooling system to meet temperature conditions, in accordance with specifications.

3. **Possible Condition**
Condensation lines clog.

Performance Standard
None.

Responsibility
Condensation lines will clog eventually under normal use. This is a Homeowner maintenance item. We shall provide unobstructed condensation lines at the time of first occupancy.

4. **Possible Condition**
Improper mechanical equipment operation of evaporative cooling system.

Performance Standard
Equipment should function properly at temperature standard set without unreasonable fuel consumption.

Responsibility
We will correct and adjust so that blower and water systems operate as designed.

14.0 ELECTRICAL

Coverage: 1st Year Only
Area: Workmanship & Materials

14.1 Electrical Systems

a. Service and Maintenance Tips

To provide complete safety, high-quality electrical wiring, outlets and switches have been installed in your new home to meet both local and federal standards of safety. Part of the electrical system is located in the circuit breaker terminal box. It is here that electrical power enters and is distributed throughout the home.

Large appliances or too many small appliances on one circuit may cause the circuit breaker to trip. Other causes of a breaker tripping could be:

1. Worn-out cords
2. Defective plug connections
3. Defective appliances
4. Starting of electrical motors (motors require more current to start than they use while running)

To restore electrical power to its circuit:

1. Remove plug or plugs which may be causing the overloading.
2. Reset the circuit breaker by pushing it all the way to the off position, then push the switch to the on position. If the reset switch automatically switches off again, your circuit is still overloaded, or that particular circuit has a short. If one circuit continues to break, call a qualified electrician.

Light fixtures require various wattages of bulbs. The instructions on the fixture should be followed carefully. In no event, should bulbs of higher than recommended wattage be utilized.

Problems with appliances should be directed to the appliance manufacturer involved. Selected receptacles in kitchens, baths, garages, and outside of the home are covered by a ground fault interrupter or breaker. These GFI's sense low level ground faults and assure optimum protection for our homeowners. Due to the sensitivity of the GFI circuit, it may trip more frequently than other circuits. These receptacles are not to be used for appliances which demand high current usage; such as freezers, refrigerators, and other appliances with motors or compressors.

WARNING "Do it yourself" electrical wiring is dangerous and may void the Warranty. The electrical circuit in your home has been designed for trouble free service and safety. If you desire additional wiring, call a qualified electrician. Don't jeopardize your home and the lives of your family and yourself by installing unauthorized circuits.

b. Standards

1. **Possible Condition**
   Fuses blow or circuit breakers "kick out".

   Performance Standard
   Fuses and circuit breakers which deactivate under normal usage when reset or replaced are deficient.

   Responsibility
   We will check wiring circuits for conformity with local, state, or approved National Electrical Code requirements. We will replace wiring or breakers if they do not perform adequately or are defective.

2. **Possible Condition**
   Malfunction of electrical outlets, switches or fixtures. Performance Standard
   All switches, fixtures, and outlets should operate as intended.

   Responsibility
   We will repair or replace defective switches, fixtures, and outlets.

3. **Possible Condition**
   Ground fault circuit interrupter and arc fault trips frequently.

   Performance Standard
   Ground fault interrupters and arc faults are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily. Ground fault interrupters are required in outlets located in the garage, kitchen, bath, and powder room along with all exterior outlets. Ground fault interrupters should operate as intended.

   Responsibility
   We will install ground fault interrupters in accordance with applicable electrical codes. We will replace the device if found to be defective.

B. TWO YEAR WARRANTY ITEMS

15.0 PLUMBING
Coverage: 1st & 2nd Year
Area: Installation of Systems

15.1 Water Supply, Sewers, Fixtures & Drains

a. Service and Maintenance Tips
All water lines have been installed in your home in accordance with applicable building and plumbing codes.

In some municipalities water pressure is abnormally high, and regulators are installed to reduce the water pressure within the home so that appliance life may be maintained. Do not adjust this regulator once it is installed.

b. Standard

1. Possible Condition
Water supply system fails to deliver water.

Performance Standard
All on-site service connections to municipal water main and private water supply shall be our responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing, and health codes.

Responsibility
We will repair if failure is the result of defective workmanship or materials. If conditions beyond our control disrupt or eliminate the sources of the supply, we will have no responsibility.

15.2 Septic System

a. Service & Maintenance Tips
Septic systems are individual wastewater treatment systems that use the soil to treat small wastewater flows, usually from individual homes. They are typically used in rural or large lot settings where centralized wastewater treatment is impractical. There are many types of septic systems in use today. While all septic systems are individually designed for each site, most septic systems are based on the same principles.

The accumulated solids or sludge in the bottom of the septic tank should be pumped out every three to five years to prolong the life of your system. Septic systems must be maintained regularly in order to function properly.

Neglect or abuse of your septic system can cause it to fail. Failing septic systems can:
- cause a serious health threat to your family and neighbors,
- degrade the environment, especially lakes, streams and groundwater,
- reduce the value of your property,
- be very expensive to repair,
- put thousands of water supply users at risk if you live in a public water supply watershed and fail to maintain your system.

Be alert to these warning signs of a failing system:

- sewage surfacing over the drainfield (especially after storms),
- sewage back-ups in the house,
- lush, green growth over the drainfield,
- slow draining toilets or drains,
- sewage odors.

b. Standards

1. Possible Condition
Septic system fails to operate properly.

Performance Standard
Septic system will function adequately during all seasons, under climatic conditions normal or reasonably anticipated, based on local records, for the location of the home. Septic systems shall be designed and installed to comply with applicable laws.

Responsibility
We will repair, or otherwise correct, a malfunctioning or nonoperating system, if failure is caused by inadequate design, faulty installation, or other causes relating to ours actions or contractors or subcontractors under our control. We will not be responsible for system malfunction or damage which is caused by Homeowner negligence, lack of system maintenance, or other causes attributable to actions of the Homeowner or Homeowner's contractors, not under our control, including, but not necessarily limited to; the addition of fixtures, items of equipment appliances or other sources of waste or water to the plumbing system served by the septic system; and damage, or changes to the septic system installation or surrounding soil conditions critical to the system's functioning.

15.3 Piping

a. Standards

1. Possible Condition
Leakage from any piping.

Performance Standard
No leaks of any kind are to be present in any sanitary soil, waste vent, or water piping. Condensation on piping does not constitute leakage, and is not covered except where pipe insulation is required.

Responsibility
We will make repairs to eliminate leakage.

15.4 Sewers, Fixtures and Drains

a. Standards

1. Possible Condition
Stopped up sewers, fixtures, and drains.

Performance Standard

Sewers, fixtures, and drains shall operate properly.

Responsibility
We will not be responsible for sewers, fixtures, and drains which are clogged due to Homeowner negligence or lack of maintenance. If a problem occurs, the Homeowner should consult with us for a proper course of action. Where defective construction is shown to be the cause, we will assume the cost of the repair; where Homeowner negligence or lack of maintenance is shown to be the cause, the Homeowner shall assume all repair costs.

2. Possible Condition
Plumbing pipes freeze and burst.

Performance Standard
Drain, waste, and water supply pipes are to be adequately protected to prevent freezing during normally anticipated cold weather.

Responsibility
We will correct condition responsible for pipes freezing, and repair damaged piping. It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets commonly exposed to freezing temperatures, including closing and protection of foundation vents in crawl space foundation areas, when applicable. The Homeowner is also responsible for maintaining suitable temperatures in the home as a safeguard against freezing pipes and in no event should a Homeowner turn off the home's service of heat while vacationing or otherwise being away from the home.

16.0 HVAC

Coverage: 1st & 2nd Year
Area: Installation of Systems

a. Standards

1. Possible Condition
Noisy ductwork.

Performance Standard
When metal is heated, it expands and when cooled, it contracts. The result is "ticking" or "crackling" which is to be expected.

Responsibility
None.

2. Possible Condition
Oil canning.

Performance Standard
The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan". The booming noise caused by "oil canning" is not acceptable.

Responsibility
We will correct to eliminate this sound during 2 year Warranty Period.

3. **Possible Condition**
Ductwork separates or becomes unattached.

Performance Standard
Ductwork shall remain intact and securely fastened.

Responsibility
We will re-attach and re-secure all separated or unattached ductwork.

4. **Possible Deficiency**
Refrigerant lines leak.

Performance Standard
Refrigerant lines shall not develop leaks during normal operation.

Responsibility
We will repair leaking refrigerant lines and recharge unit, unless damage was caused by the Homeowner.

17.0 ELECTRICAL

Coverage: 1st & 2nd Year
Area: Installation of Systems

17.1 Electrical Systems

a. Service and Maintenance Tips
Smoke detectors should be vacuum cleaned semi-annually and checked for replacement 5 years after settlement. Replace battery annually.

b. Standards

1. **Possible Condition**
Failure of wiring to carry its designed circuit load to switches and receptacles.

Performance Standard
Wiring should be capable of carrying the designed load for normal residential use.

Responsibility
We will check wiring for conformity with local, state, or approved national electrical code requirements. We will replace wiring if it fails to carry the design load.

18.0 FIRE SUPPRESSION SPRINKLER SYSTEM

Coverage: 1st & 2nd Year
Area: Installation of Systems

a. Standards
The pipes are filled with water under pressure from the domestic water supply. In the unfortunate event of a fire, the heat from the fire will open the sprinkler head and water will spread over the fire. All sprinkler heads operate independently; therefore, not all heads will

open at one time.

You should not install ceiling fans or other objects which might affect the spray pattern of the head without first contacting a qualified fire protection professional.

Sprinkler pipes have been installed in your attic and covered with insulation. You should use extreme caution when you enter your attic to avoid stepping on the pipe or removing insulation from around the pipe. We also recommend that you inform any workmen who may need to enter your attic of this also.

The sprinkler pipes are full of water so it is very important that you do not turn your heat off during cold weather. **FROZEN SPRINKLER PIPES WILL CRACK.**

Painting the sprinkler heads or hanging anything from them will violate the building code and could result in improper operation of the system.

A minimum monthly maintenance program should include the following:

1. Visually inspect all sprinklers to ensure against obstruction of spray.
2. Inspect all water supply valves to assure that they are open.
3. Test all waterflow devices if applicable.
4. Maintain and test all smoke detectors.

VI. APPENDIX A – DEFINITIONS

DEFINITIONS - In general - In this subtitle the following words have the meanings indicated.

A. Appliances - "Appliances" refers to range tops, stoves, ovens, refrigerators, dishwashers, washers and dryers, microwaves, and other similar items.

B. Appliances, Fixtures, and Items of Equipment - "Appliances, fixtures, and items of equipment" means furnaces, propane tanks and fittings, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, circuit breakers, and other similar items.

C. Builder - NVR, Inc., a Virginia corporation trading as Ryan Homes, Ryan Homes of New York, NVUrban, NVHomes, and Heartland Homes.

D. Electrical Systems - "Electrical Systems" means all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

E. Heating, Cooling and Ventilating Systems - "Heating, cooling, and ventilating systems" means all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

F. Load-bearing portions of the Home - "Load-bearing portions of the home" means the load-bearing portions of the:

1. Foundation system and footings;
2. Beams;
3. Girders;
4. Lintels;
5. Structural columns;
6. Load-bearing walls and partitions;
7. Floor framing systems;
8. Roof framing system; and
9. Porches (including screened-in) and decks installed by Builder during the initial construction of the New Home, specifically the roof framing system and deck footers.

G. Local Jurisdiction - "Local Jurisdiction" means any local government entity having permit and inspection requirements for the construction of a new home.

H. New Home

1. "New Home" means every newly constructed private dwelling unit and the fixtures and structure that are made a part of a newly constructed private dwelling unit at the time of construction.
2. "New Home" does not include:
   (i) Outbuilding, including detached garages and detached carports, except outbuildings that contain plumbing, electrical, heating, cooling, or ventilation systems serving the new home;
   (ii) Decks and/or Screened-in Porches which are not part of the original construction of the home installed by NVR
   (iii) Boundary walls;

(iv) Retaining walls not necessary for the structural stability of the new home;
(v) Landscaping;
(vi) Fences;
(vii) Off-site improvement;
(viii) Appurtenant recreational facilities, and
(ix) Other similar items.

I. New Home Warranty - "New Home Warranty" means a series of written promises made by a Builder that meets the requirements of this subtitle.

J. Owner - The "Owner" is defined as the original purchaser(s) and all subsequent owners (if any) who take both title and possession of the designated home within the applicable warranty periods for residential purposes.

K. Plumbing Systems - "Plumbing Systems" means:
1. Gas supply lines and fittings;
2. Water supply, waste, and vent pipes and their fittings;
3. Septic tanks and their drain fields;
4. water, gas, and sewer service piping and their extensions to the tie-in of a public utility connection; or
5. On-site wells and sewage disposal systems.

L. Structural Defect
1. "Structural Defect" means any defect in the load-bearing portions of a new home that adversely affects its load-bearing function to the extent that the home becomes or is in serious danger of becoming unsafe, unsanitary, or otherwise uninhabitable.

2. "Structural Defect" does not include damage caused by movement of the soil:
(i) Resulting from a flood, earthquake, acts of God, or
(ii) For which compensation has been provided.
(iii) Accidental loss or damage from causes beyond the fault and control of us, including but not limited to the following: fire, explosion, smoke, water escape, windstorm, frost, hail, lightning, flood, blasting, mining, falling trees, changes in the underground water table not reasonably foreseeable and earth movement not attributable to negligence on the part of us or its subcontractors or employees.

M. Warranty Date - "Warranty Date" means the first day that the original Purchaser occupies the new home, settles on the new home, makes the final contract payment on the new home, or obtains an occupancy permit for the new home if the home is built on the owner's property, whichever is earlier.

N. Warranty Period – "Warranty Period" means the period of warranty coverage (1 year, 2 year or 10 year) commencing on the Warranty Date.

APPENDIX B - BUILDING CODES

BUILDING CODES

Your home will be built according to the codes in force in your particular region during the time of construction.

Homeowner Limited Warranty

Name(s) of Original Purchaser(s):

_____

_____

Lot No.: _____

Community: _____

Municipality: _____

Settlement Date: _____

Note: Special, incidental and consequential damages are excluded under paragraph 10a, and implied warranties are limited under paragraph 10b. Please be sure to read this entire Homeowner Limited Warranty (the "Warranty").

SPECIAL WARNING REGARDING WINDOW SCREENS
The window and door screens, frames and fastening systems have been designed by the window, door and screen manufacturers only to keep most insects out of your Home. The manufacturers have not designed the system to support any weight other than that of the screen itself, therefore, the screen system will not prevent children or pets from falling through open windows to the ground below. Parents should be careful to prevent children and pets from leaning against the screens.

1. **PERSONS PROTECTED**
   This Warranty of NVR, Inc. (the "Builder") is extended to the original purchaser(s) identified above and to all subsequent owners (if any) who take both title and possession of the designated home (the "Home") within the applicable warranty periods for residential purposes (the "Purchaser").

2. **WARRANTY DATE**
   The "Warranty Date" is the first day the original Purchaser occupies the new home, settles on the new home, makes the final contract payment on the new home, or obtains an occupancy permit for the new home if the new home is built on the owner's property, whichever is earlier.

3. **ONE YEAR LIMITED WARRANTY ON THE BASIC HOME**
   Builder warrants that the Home and driveway, walkways, steps, patios, porches, fences (if any) and decks (if any) supplied by Builder with the Home under the same purchase agreement will be free from defects in materials and workmanship of the original construction for a period of one (1) year from the Warranty Date.

4. **TWO YEAR LIMITED WARRANTY MECHANICAL SYSTEMS**
   Builder warrants that the installation of the plumbing, electrical, and HVAC systems will be free from defects in workmanship of the original installation which appear at any time within two (2) years after the Warranty Date.

5. **TEN YEAR LIMITED WARRANTY AGAINST MAJOR STRUCTURAL DEFECTS**
   Builder warrants that the Home will be free from major structural defects in the materials or workmanship of the original construction which appear any time within ten (10) years after the Warranty Date, and which significantly affect the load-bearing functions of the Home or otherwise render it unsuitable for residential purposes.

6. MANUFACTURERS' WARRANTIES

Some appliances, equipment and other components included in the Home will be covered by separate written warranties of the manufacturers or suppliers of those items. These manufacturers' warranties are hereby assigned to the Purchaser as of the Warranty Date. All of the separate manufacturers' warranties represent the obligations of the manufacturers or suppliers of those components, and they are not warranties of the Builder. If and when any item covered by such a manufacturer's warranty is defective, the Purchaser must contact the manufacturer or supplier directly to seek the performance of the applicable manufacturer's warranty.

7. EXCLUSIONS FROM WARRANTY COVERAGE

a. Appliances, such as range tops, stoves, ovens, refrigerators, dishwashers, washers and dryers, microwaves, and other similar items. Please refer to the Manufacturer Warranties for these items.

b. Damage to real property that is not part of the Home covered by the Warranty or that is not included in the purchase price.

c. Bodily injury or damage to personal property.

d. Any defect in material supplied or work performed by anyone other than the Builder or the Builder's employees, agents or subcontractors.

e. Any damage that the Purchaser has not taken timely action to minimize or for which the Purchaser has failed to provide timely notice to the Builder.

f. Normal wear and tear or normal deterioration.

g. Insect damage, except where the Builder has failed to use proper materials or construction methods as required by local building codes.

h. Any loss or damage that arises while the Home is being used for nonresidential purposes.

i. Any damage to the extent it is caused or made worse by negligence, improper maintenance or improper operations by anyone other than the Builder or the Builder's employees, agents, or subcontractors.

j. Any damage to the extent it is caused or made worse by changes in grading or the ground by anyone other than the Builder, the Builder's employees, agents or subcontractors.

k. Any damage caused or made worse by the failure of the Purchaser to maintain adequate heat or air conditioning in the Home.

l. Any damage caused or made worse by a heavy item such as a waterbed or pool table. If Purchaser desires to use such an item, Purchaser should consult a structural engineer for advice on whether the floors of the Home can withstand the weight of the particular item desired to be used in the Home.

m. Any loss or damage caused by acts of God or natural occurrences.

n. Any loss or damage caused by naturally occurring gases such as radon and methane.

o. Any claim for which Purchaser files a claim under any insurance policy (including homeowners) and Purchaser fails to provide Builder the opportunity to inspect and make a determination of coverage

under this Warranty.

8. REMEDIAL ACTIONS TO BE TAKEN BY BUILDER

If and when a defect for which the Builder is responsible under Sections 3, 4 or 5 of this Warranty occurs, the Purchaser must give prompt and written notice to the Builder in the manner specified in Section 11. In that event, the Builder will repair, replace, or pay the reasonable cost of repairing or replacing the defective component. The Builder will have the right to decide in its own discretion which of those remedies it will provide. If the Builder voluntarily offers or furnishes any remedy not legally required of it in any one instance, that action will not create an obligation to do so in any other instance; nor will any remedial action taken by the Builder at any time extend the time periods or alter the scope or conditions of the Warranty relating to the Home.

9. SUBROGATION

If the Builder repairs, replaces or pays the cost of repairing or replacing under this Warranty any defect or component for which the Purchaser is covered by a manufacturer's warranty or by insurance, the Builder will be subrogated, automatically, to the rights of the Purchaser under that manufacturer's warranty or insurance coverage, to the extent of the costs paid or incurred by the Builder.

10. ADDITIONAL LIMITATIONS

a. Under no circumstances will the Builder be liable for special, incidental or consequential damages (including, but not limited to, bodily injury, death, loss of the use of the Home, damage to property of any kind not furnished by the Builder, or attorney's / expert's / consultant's fees and costs), regardless of the form of action or legal theory under which any claim is asserted against the Builder for breach of warranty, breach of contract, negligence or strict liability.

b. There is no express warranty of any kind, or implied warranty obligation (including, but not limited to, any implied warranty of merchantability, habitability, or fitness for a particular purpose) given or undertaken by the Builder in connection with the construction or sale of the Home, and relating to the quality or condition of any part of the Home, except for this Warranty. No officer, employee or agent of the Builder is authorized to grant any other express warranty or representation or undertake any implied warranty obligation beyond the provisions of this Warranty at any time.

c. The repair, replacement or payment remedy selected by the Builder will be the exclusive remedy for which the Builder will be liable with respect to the pertinent defect. In no event will the Builder be liable for repair costs or other Warranty obligations amounting in the aggregate to more than the purchase price of the Home.

11. SUBMITTING A WARRANTY CLAIM/SERVICE TICKET

During the Warranty periods of the home, if a concern arises that you as the Purchaser believe should fall under the coverage detailed in this Homeowner's Manual, please submit a service ticket by contacting Customer Care by one of the following methods:

Phone:	877-550-7926	
	Monday-Thursday	7:00 am – 9:00 pm EST
	Friday	7:00 am – 7:00 pm EST
Website:	www.myryanhome.com	

Once you have submitted a service request to Customer Care, you should expect a response within 1-3 business days. The Builder has thirty (30) days in which to address the concern. You must make yourself and your Home available to the Builder for inspection at a mutually agreeable time during

normal business hours (Monday through Friday) during this thirty (30) day period.

In all communications, be sure to include your full name, lot number, community name, address and daytime telephone number and be sure to describe clearly the nature of your claim and your expected outcome.

We have the right to waive the timeframes given above and such waiver shall not diminish or affect any rights or remedies available to the Builder under this Warranty.

12. PROCEDURE FOR REQUESTING ARBITRATION

If after thirty (30) days of submitting your service request to the Customer Care Center, you believe you have not obtained satisfactory performance under this Warranty, your sole remaining remedy is to file for binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (the "AAA") unless applicable law does not permit such arbitration to be binding upon the Purchaser. Arbitration shall be commenced by Purchaser by filing an AAA Demand for Arbitration form with the AAA and the Builder. The Purchaser shall be responsible for payment of the filing (administrative) fees of the American Arbitration Association. Purchaser agrees to make the Home and premises and any alleged defects available for inspection by the Builder and its representatives during normal business hours upon reasonable notice. Purchaser must file the Demand for Arbitration within ninety (90) days after the response by the Director of Customer Relations to the Internal Appeal claim, which may be a denial of the claim, or completion of work or payment of the claim. Your right to demand arbitration of the claim expires on the 91st day following the Internal Appeal claim response.

The arbitrator shall consider only whether the Builder is responsible for correction of an alleged warranted item. The arbitrator shall not determine, or consider, any claim involving consequential damages, personal injury or death, rescission of contract or any remedy other than repair or replacement or payment of the reasonable cost of repair or replacement. The arbitrator shall give the Builder the option of satisfying an arbitration award either by performance of the required repair(s) or payment of a sum certain representing the cost of having such repair(s) performed by a third party. The arbitrator may, however, award actual, reasonable shelter expenses during the term of repair if the arbitrator makes the specific finding that repair activity renders the Home either unsafe or uninhabitable during the term of repair.

The non-prevailing party in any arbitration shall pay all costs of the arbitration and all attorneys' fees.

13. EFFECT OF OTHER LAWS ON WARRANTY PROVISIONS

Notwithstanding any other provision of this Warranty, the Purchaser's rights and the Builder's obligations hereunder shall be without any force and effect and this Warranty shall be deemed superseded by any U.S. Government required warranty or other third-party warranty provided to Purchaser as required by local jurisdictions.

14. NOTICE REGARDING DELIVERY OF HOMEOWNERS MANUAL AND WARRANTY INFORMATION TO FUTURE PURCHASERS

In the event that you eventually decide to sell your Home, it is your responsibility to deliver this Homeowner's Manual and the Warranty information which it contains to any subsequent owner of the home.

Department of Consumer and Regulatory Affairs

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Business Licensing Division
1100 4th Street S.W.
Washington DC 20024

Date Issued : 04/10/2018
Category : 4003
License# : 70104232
License Period : 05/01/2018 - 04/30/2020

BASIC BUSINESS LICENSE

Billing Name and Address :

HENRY J. COOPER
Boston Environmental And Contracting, Inc.

1818 New York Avenue Ne
#202
Washington DC 20002

Premise/Application's Name and Address :

Boston Environmental And Contracting, Inc.

1818 NEW YORK AVE NE, STE# 202,
WASHINGTON, DC 20002

Registered Agent's Name and Address :

STEVE MITCHELL

201 Webster St Nw
Washington DC 20011

Owner's Name :

Corp. Name : Boston Environmental And Contracting, Inc.

Trade Name :

CofO/HOP# : CO1501056	SSL :	Zone :	Ward :	ANC :	PERM NO. :
		UNITS : 1			

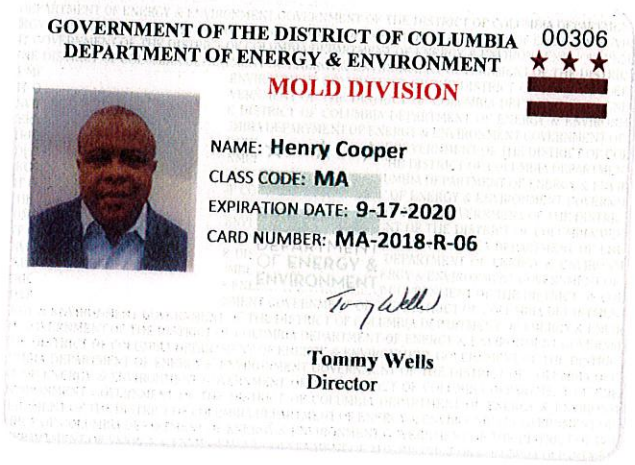
General Business - General Business Licenses

--THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES--

*License Effective from the later of Issued or Start of License-Period Date

Director :
Melinda Bolling

Date : 10/17/2018 4:08:39 PM



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF ENERGY & ENVIRONMENT
MOLD DIVISION

00306

NAME: Henry Cooper
CLASS CODE: MA
EXPIRATION DATE: 9-17-2020
CARD NUMBER: MA-2018-R-06

Tommy Wells
Director

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF ENERGY & ENVIRONMENT
MOLD DIVISION

00312



NAME: Henry Cooper
CLASS CODE: MR
EXPIRATION DATE: 9-17-2020
CARD NUMBER: MR-2018-R-01

Tommy Wells
Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shirneitha Ferguson
Insurance Solutions Associates, Inc. 1818 New York Avenue, NE Suite 224 Washington, DC 20002	PHONE (A/C, No, Ext): 301-505-6006 FAX (A/C, No): 301-505-6007 E-MAIL ADDRESS: Certificates@theinsursolutions.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : UNITED SPECIALTY INSURANCE COMPANY
INSURED BOSTON ENVIRONMENTAL AND CONTRACTING, INC. 1818 NEW YORK AVENUE, NE SUITE 202 WASHINGTON, DC 20002	INSURER B : PROGRESSIVE INSURER C : STATE NATIONAL INSURANCE COMPANY INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X POLLUTION LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	USA4246449	02/17/2019	02/17/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION LIAB	$ 2,000,000. $ 100,000. $ 5,000 $ 2,000,000. $ 2,000,000. $ 2,000,000. $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			05797231-2	12/30/2018	12/30/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 100,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $	X	X	USA4246450	02/17/2019	02/17/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000. $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	NFA0868491	02/17/2019	02/17/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			USA4246449	02/17/2019	02/17/2020	$2,000,000	$5,000 DED
A	Non Owned Disposal Site			USA4246449	02/17/2019	02/17/2020	$2,000,0000	$5,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <SF>

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Karma Home Designs LLC DBA
Karma Construction Grou
4005 Anancostia Ave NE
washington, DC 20019 US
info@karmahomedesigns.com

Estimate 2019-126

ADDRESS
Tiffany Jones
1001 Tanner Place SE
District of Columbia
Washington 20032
United States of America

DATE	TOTAL	EXPIRATION DATE
11/06/2019	$20,700.00	12/04/2019

P.O. NUMBER
Insurance Estimate

SALES REP
Jeff

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
All Work*	***All work in this contract is Labor and Construction Materials unless otherwise specified. It does not contain design finishes unless specified. Design finishes will be billed before ordering, only once payment is received will the materials be ordered.*** Construction Materials: Drywall, screws, PEX & PVC pipes and standard connections (does not include shark bite connections or copper pipe & fittings), wiring, glue, cement, plaster, durock, Standard lumber (Does not include specialty lumber), etc. This is what you do not see in a project. Design Finishes and Client Responsibilities: Permit cost's (this includes any specialty prints & copies, design work, and any other associated cost's) tile, countertops, vanity, lights, fans, paint, caulking, fixtures, flooring and moulding, HVAC systems, grout, tub, cabinets, roof materials, plumbing valves, copper pipe & fittings, Sharkbite connections (and other specialty connections), siding, ditra membrane and heated floor systems, insulation (includes foam board, spray foam, and fireblock), ductwork (this includes vent covers, flex-duct, etc.), speciality lumber, windows and doors, appliances, shower glass doors etc. This is what you see or also known as "Surface Materials" Pick up Fee: There is a 10% upcharge for all design items purchased via Home Depot or Lowes (big box office stores), to cover cost of labor, gas, mileage, etc. If client purchases materials and requests Karma to pick it up, there is a $75.00 fee per pick up. Labor and Materials: Includes labor and construction materials only. Does not include design finishes unless otherwise specified with an allowance.	1	0.00	0.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
25.01 Dumpster	Roll Off Container *1 dumpster. Each additional dumpster: $700.00. Optional:Truck load $250.00. Coordinate and place signs on street for no parking. Coordinate dumpster delivery. Dumpster permit not included, over weight fees and any additional fees are will be billed directly to client. Permit fees are separate.	1	700.00	700.00
04.09 Master BA Reno	Master Bathroom - Similar layout -Demolition of surface materials, demo drywall/plaster where needed. If reframing of wall is needed, TBD during demo -Install new subfloor with plywood and Durok or concrete subfloor not included, TBD during demo. -Reinstall new double vanity and sink faucet. -Reinstall toilet. -Install new shower and protective membrane. -Include shower bench and niche -Install new jet tub. Upgrade to freestanding bath option, redo plumbing: Addition $750.00 -Install new tile (Floor, Shower to ceiling, & Tub area 2 feet). Install tiled niche. -Minor Plumbing, new p-trap, new hot and cold water valves -Install tile or wood baseboards -Reinstall all switches and outlets -Reinstall new bathroom fixtures, medicine cabinet, and mirror. -Install glass sliding door for bathub or shower curtain (separate contract for custom shower door). -Prep and paint	1	15,500.00	15,500.00
24 Paint	Prep and paint ceiling from below from damage	1	500.00	500.00
Allowance	Allowances for all Design Finishes: Tile, countertops, vanity, lights, fans, paint, fixtures, flooring and moulding, HVAC systems, grout, tub, cabinets, roof materials, siding, speciality lumber, windows and doors, high end wood, appliances, shower glass doors etc. This is what you see or also known as "Surface Materials"	1	4,000.00	4,000.00

TOTAL $20,700.00

THANK YOU.

Accepted By

Accepted Date

SEEML Reference Number:
191030021

Southeast Environmental Microbiology Laboratories
102 Edinburgh Court
Greenville, SC 29607
Phone: (864) 233-3770
FAX: (864) 233-6589

The information and data for **Unbiased Mold Testing** has been checked for thoroughness and accuracy. The following reports are contained within this document:

- ☒ Surface/Bulk Report
- ☒ Spore Trap Report
- ☐ Andersen Fungal Report
- ☐ Quantitative Fungal Report

Lab Manager Review: Rafael Berrios Date: 10/30/19

Thank you for using SEEML laboratories. We strive to provide superior quality and service.
SEEML laboratories are accredited through AIHA-LAP, LLC (EMLAP # 173667) for the analysis of Spore Traps and Surface/Bulk Samples.

The data within this report is reliable to three significant figures. The third significant figure is technically unjustified. In this instance, the third figure is reported as an estimate to facilitate the interpretation by the customer.

Confidentiality Notice:
The document(s) contained herein are confidential and privileged information, intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the document(s) is strictly prohibited. If you have received this document in error, please immediately notify us by telephone to arrange for its return. Thank you.

Guidelines for Interpretation:
No accepted quantitative regulatory standards currently exist by which to assess the health risks related to mold and bacterial exposure. Molds and bacteria have been associated with a variety of health effects and sensitivity varies from person to person.
Several organizations, including: the American Conference of Government Industrial Hygienists (ACGIH); the American Industrial Hygiene Association (AIHA); the Indoor Air Quality Association (IAQA); the United States Environmental Protection Agency (USEPA); the Centers for Disease Control (CDC), as well as the California Department of Health Services (CADHS), have all published guidelines for assessment and interpretation of mold resulting from water intrusion in buildings.

Interpretation of the data and information within this document is left to the company, consultant, and/or persons who conducted the fieldwork.

Spore Trap Report

	Date Sampled: 10/29/19
Attn: Unbiased Mold Testing LLC	Date Received: 10/30/19
Ken Broughton Associates	Date Analyzed: 10/30/19
1220 L St. NW #100-314	Date Reported: 10/30/19
Washington, DC 20005	Date Revised:
	Project Name: Tiffany Jones
	Project Address: 1001 Tanner Pl SE
	Project City, State, ZIP: Washington DC
	SEEML Reference # : 191030021

TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEEML SOP 7

Client Sample ID	3207811			3207808					
Location	Outside			Bathroom					
Lab Sample ID	191030021-055			191030021-056					
Detection Limit (spores/m^3)	13			13					
Hyphal Fragments				6	78				
Pollen									
Spore Trap Used	Allergenco			Allergenco					
	raw ct.	spores/m^3	%	raw ct.	spores/m^3	%			
Alternaria									
Ascospores	27	351	13						
Basidiospores	102	1330	50	69	897	43			
Bipolaris/Drechslera									
Chaetomium				8	104	5			
Cladosporium	69	897	34	24	312	15			
Curvularia									
Epicoccum									
Cercospora									
Fusarium									
Memnoniella									
Nigrospora									
Penicillium/Aspergillus				57	741	36			
Polythrincium									
Rusts									
Smuts/Periconia/Myxomy	6	78	3	1	13	<1			
Spegazzinia									
Stachybotrys									
Stemphylium									
Tetraploa									
Torula									
Ulocladium									
Colorless/Other Brown*									
Oidium									
Zygomycetes									
Pithomyces									
Background debris (1-5)**	3			3					
Sample Volume(liters)	75			75					
TOTAL SPORES/M^3	204	**2660**		159	**2070**				

Comments/Revisions:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

The analytical sensitivity is the spores/m^3 divided by the raw count, expressed in spores/m^3. The limit of detection is the analytical sensitivity (in spores/m^3) multiplied by the sample volume (in liters) divided by 1000 liters.

*Colorless,other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.

**Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2= Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.

Disclaimer: The sample results are determined by the sample volume, which is privided by the customer.
This report relates only to the samples tested as they were received.

102 Edinburgh Court
Greenville, SC. 29607
Phone: (864) 233-3770

Rafael Berrios

Rafael Berrios, Approved Laboratory Signatory

AIHA-LAP, LLC EMLAP #173667

Texas Lic: LAB1016

Form 18.0 Rev 8 03/13/19

Surface and Bulk Sample Report

	Date Sampled: 10/29/19
Attn: Unbiased Mold Testing LLC	Date Received: 10/30/19
Ken Broughton Associates	Date Analyzed: 10/30/19
1220 L St. NW #100-314	Date Reported: 10/30/19
Washington, DC 20005	Date Revised:
	Project Name: Tiffany Jones
	Project Address: 1001 Tanner Pl SE
	Project City, State ZIP: Washington DC
	SEEML Reference #: 191030021

TEST METHOD: Direct Microscopic Examination (SEEML SOP 18)

Client Sample ID				
Location	Bathroom Shower			
SEEML Sample ID	191030021-057			
Sample Type	Swab			
	Quantification*			
Hyphal Fragments	**L**			
Pollen				
General Impressions **	**FG**			
Fungal Spore:				
Alternaria				
Acremonium				
Ascospores				
Basidiospores				
Bipolaris/Drechslera				
Cercospora				
Chaetomium	**M**			
Cladosporium				
Curvularia				
Epicoccum				
Fusarium				
Geotrichum sp.				
Memnoniella				
Myxomycetes				
Nigrospora				
Penicillium/Aspergillus	**VL**			
Pithomyces				
Rusts/Smuts				
Stachybotrys				
Torula				
Ulocladium				

**** General Impressions: NFG = No Fungal Growth, FG = Fungal Growth, MFG = Minimal Fungal Growth Or Growth in vicinity**

Quantification of fungal growth is done by semi-quantitative grading using the following ranges:

Scattered Spores, 1-20 fungal spores

VL = 21-100 fungal spores **L = 101-1,000 fungal spores** **M = 1,001-10,000 fungal spores** **H = >10,000 fungal spores**

ND = No Fungal Spores Detected

Disclaimer: This report relates only to the samples tested

Respectfully submitted, SEEML

Rafael Berrios, Approved Laboratory Signatory

102 Edinburgh Court
Greenville, SC 29607
Phone: (864) 233- 3770
Fax: (864) 233- 6589

AIHA-LAP, LLC EMLAP # 173667

Form 46.0 Rev 5 12/01/17

Fungal Descriptions

Alternaria sp.

Aw - 0.89. Conidia dimensions: 18-83 x 7-18 microns. A very common allergen with an IgE mediated response. It is often found in carpets, textiles and on horizontal surfaces in building interiors. Often found on window frames. Outdoors it may be isolated from samples of soil, seeds and plants. It is commonly found in outdoor samples. The large spore size, 20 - 200 microns in length and 7 - 18 microns in sizes, suggests that the spores from these fungi will be deposited in the nose, mouth and upper respiratory tract. It may be related to bakers' asthma. It has been associated with hypersensitivity pneumonitis. The species *Alternaria alternata* is capable of producing tenuazonic acid and other toxic metabolites that may be associated with disease in humans or animals. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchiospasms; chronic cases may develop pulmonary emphysema.

Ascospore

A spore borne in a special cell called an ascus. Spores of this type are reported to be allergenic.
All ascomycetes, members of a group of fungi called Ascomycotina, have this type of spore. The minute black dots on rotting wood and leaves or the little cups on lichens are examples of ascomycetes; another is the "truffle" mushroom.

Aspergillus/Penicillium

These are two of the most commonly found allergenic fungi in problem buildings. *Aspergillus* comes in many varieties (species). Many of the varieties produce toxic substances. It may be associated with symptoms such as sinusitis, allergic bronchiopulmonary aspergillosis, and other allergic symptoms.
Penicillium is a variety of mold that is very common indoors and is found in increased numbers in problem buildings. It also has many varieties, some of which produce toxic substances. The symptoms are allergic reactions, mucous membrane irritation, headaches, vomiting, and diarrhea.
Because the spores of *Aspergillus* and *Penicillium* are very similar, they are not differentiated by microscopic analysis and are reported together.

Aspergillus sp.

Aw 0.75 - 0.82. Reported to be allergenic. Members of this genus are reported to cause ear infections. Many species produce mycotoxins that may be associated with disease in humans and other animals. Toxin production is dependent on the species or a strain within a species and on the food source for the fungus. Some of these toxins have been found to be carcinogenic in animal species. Several toxins are considered potential human carcinogens. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchiospasms; chronic cases may develop pulmonary emphysema; may also be associated with sinusitis, allergic bronchiopulmonary aspergillosis, and other allergic symptoms.

Basidiospore

Spore from basidiomycetes. Many varieties are reported to be allergenic.

Bipolaris sp.

A fungus with large spores that could be expected to be deposited in the upper respiratory tract. This fungus can produce the mycotoxin - sterigmatocystin, which has been shown to produce liver and kidney damage when ingested by laboratory animals.

Botrytis sp.

Aw 0.93. Conidia dimensions: 7-14 x 5-9 microns. It is parasitic on plants and soft fruits. Found in soil and on house plants and vegetables, it is also known as "gray mold". It causes leaf rot on grapes, strawberries, lettuce, etc. It is a well-known allergen, producing asthma type symptoms in greenhouse workers and "wine grower's lung".

Cercaspora

Common outdoors in agricultural areas, especially during harvest. Parasite of higher plants, causing leaf spot. Commonly found as parasites on higher plants.

Chaetomium sp.

large ascomycetous fungus producing perithecia. It is found on a variety of substrates containing cellulose, including paper and plant compost. It has been found on paper in sheetrock. It can produce an *Acremonium*-like state on fungal media. Varieties are considered allergenic and have been associated with peritonitis, cutaneous lesions, and system mycosis.

Cladosporium sp.

Aw 0.88; Aw 0.84. Most commonly identified outdoor fungus. The outdoor numbers are reduced in the winter. The numbers are often high in the summer. Often found indoors in numbers less than outdoor numbers. It is a common allergen. Indoor *Cladosporium* sp. may be different than the species identified outdoors. It is commonly found on the surface of fiberglass duct liners in the interior of supply ducts. A wide variety of plants are food sources for this fungus. It is found on dead plants, woody plants, food, straw, soil, paint, and textiles. Produces greater than 10 antigens. Antigens in commercial extracts are of variable quality and may degrade within weeks of preparation. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include skin lesions, eye ulceration, mycosis (including onychomycosis, an infection of the nails of the feet or hands) edema and bronchiospasms; chronic cases may develop pulmonary emphysema.

Curvularia sp.

Reported to be allergenic and has been associated with allergic fungal sinusitis. It may cause corneal infections, mycetoma, and infections in immune compromised hosts.

Dreschlera sp.

Conidia dimensions: 40-120 x 17-28 microns. Found on grasses, grains and decaying food. It can occasionally cause a corneal infection of the eye.

Epicoccum sp.

Conidia dimensions: 15-25 microns. A common allergen. It is found in plants, soil, grains, textiles and paper products.

Fusarium sp.

Aw 0.90. A common soil fungus. It is found on a wide range of plants. It is often found in humidifiers. Several species in this genus can produce potent trichothecene toxins. The trichothecene (scirpene) toxin targets the following systems: circulatory, alimentary, skin, and nervous. Produces vomitoxin on grains during unusually damp growing conditions. Symptoms may occur either through ingestion of contaminated grains or possibly inhalation of spores. The genera can produce hemorrhagic syndrome in humans (alimentary toxic aleukia). This is characterized by nausea, vomiting, diarrhea, dermatitis, and extensive internal bleeding. Reported to be allergenic. Frequently involved in eye, skin, and nail infections.

Myxomycetes

Members of a group of fungi that is included in the category of "slime molds". They're occasionally found indoors, but mainly reside in forested regions on decaying logs, stumps, and dead leaves. Myxomycetes display characteristics of fungi *and* protozoans. In favorable (wet) conditions they exhibit motile, amoeba-like cells, usually bounded only by a plasma membrane, that are variable in size and form. During dry spells, they form a resting body (sclerotium) with dry, airborne spores. These fungi are not known to produce toxins, but can cause hay fever and asthma.

Memnoniella

Contaminant, found most often with Stachybotrys on wet cellulose. Forms in chains, but it are very similar to Stachybotrys and sometimes is considered to be in the Stachybotrys family. Certain species do produce toxins very similar to the ones produced by Stachybotrys chartarum and many consider the IAQ importance of Memnoniella to be on par with Stachybotrys. Allergenic and infectious properties are not well studied.

Nigrospora sp.

Commonly found in warm climates, this mold may be responsible for allergic reactions such as hay fever and asthma. It is found on decaying plant material and in the soil. It is not often found indoors.

Oidium sp.

The asexual phase of *Erysiphe* sp. It is a plant pathogen causing powdery mildews. It is very common on the leaves stems, and flowers of plants. The health effects and allergenicity have not been studied. It does not grow on non-living surfaces such as wood or drywall.

Penicillium sp.

Aw 0.78 - 0.88. A wide number of organisms have been placed in this genus. Identification to species is difficult. Often found in aerosol samples. Commonly found in soil, food, cellulose and grains. It is also found in paint and compost piles. It may cause hypersensitivity pneumonitis, allergic alveolitis in susceptible individuals. It is reported to be allergenic (skin). It is commonly found in carpet, wallpaper, and in interior fiberglass duct insulation. Some species can produce mycotoxins. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchiospasms; chronic cases may develop pulmonary emphysema. It may also cause headaches, vomiting, and diarrhea.

Periconia sp.

found in soil, blackened and dead herbaceous stems leaf spots, grasses, rushes, and sedges. Almost always associated with other fungi. Rarely found growing indoors. Reportedly associated with a rare case of mycotic keratitis.

Pithomyces sp.

A common mold found on dead leaves, plants, soil and especially grasses. Causes facial eczema in ruminants. It exhibits distinctive multi-celled brown conidia. It is not know to be a human allergen or pathogen. It is rarely found indoors, although it can grow on paper.

Polythrincium sp.

Polythrincium species comprise a very small proportion of the fungal biota. This genus is somewhat related to Ramularia. No information is available regarding health effects, or toxicity. Allergenicity has not been studied. Our laboratory has never seen this organism growing on environmental surfaces. May be identified in air on spore trap samples (spores have distinctive morphology). Also, spores may be seen in dust as part of the normal influx of outdoor microbial particles. Natural habitat is on leaves.

Rusts/Smuts

These fungi are associated with plant diseases. In the classification scheme of the fungi, the smuts have much in common with the rusts, and they are frequently discussed together. Both groups produce wind-borne, resistant teliospores that serve as the basis for their classification and their means of spread. Rusts usually attack vegetative regions (i.e., leaves and stems) of plants; smuts usually are associated with the reproductive structures (seeds). They can cause hay fever and asthma.

Spegazzinia

Spegazzinia species comprise a very small proportion of the fungal biota. This genus is somewhat related to other lobed or ornamented genera such as Candelabrum. No information is available regarding health effects or toxicity. Allergenicity has not been studied. Usually identified on spore trap samples where it is seen every few weeks. (Spores have very distinctive morphology.) May also be found in air by culturable (Andersen) samples if a long enough incubation period is provided so that sporulation occurs. Our laboratory has never found this organism growing on indoor environmental surfaces. Natural habitat includes soil and many kinds of trees and plants.

Stachybotrys sp.

Aw - 0.94 , optimum Aw ->0.98. Several strains of this fungus (*S. atra, S. chartarum* and *S. alternans* are synonymous) may produce a trichothecene mycotoxin- Satratoxin H - which is poisonous by inhalation. The toxins are present on the fungal spores. This is a slow growing fungus on media. It does not compete well with other rapidly growing fungi. The dark colored fungus grows on building material with high cellulose content and low nitrogen content. Areas with a relative humidity above 55%, and are subject to temperature fluctuations, are ideal for toxin production.
Individuals with chronic exposure to the toxin produced by this fungus reported cold and flu symptoms, sore throats, diarrhea, headaches, fatigue, dermatitis, intermittent local hair loss and generalized malaise. Other symptoms include coughs, rhinitis, nosebleed, a burning sensation in the nasal passages, throat, and lungs, and fever. The toxins produced by this fungus will suppress the immune system affecting the lymphoid tissue and the bone marrow. Animals injected with the toxin from this fungus exhibited the following symptoms: necrosis and hemorrhage within the brain, thymus, spleen, intestine, lung, heart, lymph node, liver, and kidney. Affects by absorption of the toxin in the human lung are known as pneumomycosis.
This organism is rarely found in outdoor samples. It is usually difficult to find in indoor air samples unless it is physically disturbed (or possibly -this is speculation- a drop in the relative humidity). The spores are in a gelatinous mass. Appropriate media for the growth of this organism will have high cellulose content and low nitrogen content. The spores will die readily after release. The dead spores are still allergenic and toxigenic. Percutaneous absorption has caused mild symptoms.

Stemphylium sp.

Reported to be allergenic. Isolated from dead plants and cellulose materials.

Taeniolella sp.

contaminant primarily grows on wood. It was isolated from human cutaneous and subcutaneous lesions.

Torula sp.

Found outdoors in air, soil, on dead vegetation, wood, and grasses. Also found indoors on cellulose materials. Reported to be allergenic and may cause hay fever and asthma.

Tetraploa

Tetraploa species comprise a very small proportion of the fungal biota. This genus is somewhat related to Triposporium and Diplocladiella. The only reported human infections are two cases of keratitis (1970, 1980) and one case of subcutaneous infection of the knee (1990). No information is available regarding other health effects or toxicity. Allergenicity has not been studied. Usually identified on spore trap samples where it is seen every few weeks. (Spores have very distinctive morphology.) Our laboratory has never found this organism growing on indoor environmental surfaces. Natural habitat includes leaf bases and stems just above the soil on many kinds of plants and trees.

Ulocladium sp.

Aw 0.89. Isolated from dead plants and cellulose materials. Found on textiles.

Zygomycetes

Zygomycetes are one of the four major groups of fungi, the others being the Oomycetes, the Ascomycetes, and the Basidiomycetes. Zygomycetes are common, fast growing, and often overgrow and/or inhibit other fungi nearby. Rhizopus and Mucor are two of the most common Zygomycetes seen in the indoor environment. However, others are seen as well, including Syncephalastrum, Circinella, Mortierella, Mycotypha, Cunninghamella, and Choanephora. For further information, please see descriptions of these individual genera.

The following table lists mycotoxins that are produced by certain types of fungi:

Fungi	Mycotoxin
Acremonium crotocinigenum	Crotocin
Aspergillus favus	Alfatoxin B, cyclopiazonic acid
Aspergillus fumigatus	Fumagilin, gliotoxin
Aspergillus carneus	Critrinin
Aspergillus clavatus	Cytochalasin, patulin
Aspergillus Parasiticus	Alfatoxin B
Aspergillus nomius	Alfatoxin B
Aspergillus niger	Ochratoxin A, malformin, oxalicacid
Acremonium crotocinigenum	Crotocin
Aspergillus nidulans	Sterigmatocystin
Aspergillus ochraceus	Ochratoxin A, penicillic acid
Aspergillus versicolor	Sterigmatocystin, 5 ethoxysterigmatocystin
Aspergillus ustus	Ausdiol, austamide, austocystin,brevianamide
Aspergillus terreus	Citreoviridin
Alternaria	Alternariol, altertoxin, altenuene, altenusin, tenuazonic acid
Arthrinium	Nitropropionic acid
Bioploaris	Cytochalasin, sporidesmin, sterigmatocystin
Chaetomium	Chaetoglobosin A,B,C. Sterigmatocystin
Cladosporium	Cladosporic acid
Clavipes purpurea	Ergotism
Cylindrocorpon	Trichothecene
Diplodia	Diplodiatoxin
Fusarium	Trichothecene, zearalenone
Fusarium moniliforme	Fumonisins
Emericella nidulans	Sterigmatocystin
Gliocladium	Gliotoxin
Memnoniella	Griseofulvin , dechlorogriseofulvin, epi-decholorgriseofulvin, trichodermin, trichodermol
Myrothecium	Trichothecene
Paecilomyces	Patulin, viriditoxin
Penicillium aurantiocandidum	Penicillic acid
Penicillium aurantiogriseum	Penicillic acid
Penicillium brasilanum	Penicillic acid
Penicillium brevicompactum	Mycophenolic acid
Penicillium camemberti	Cyclopiazonic acid
Penicillium carneum	Mycophenolic acid, Roquefortine C
Penicillium crateriforme	Rubratoxin

Penicillium citrinum	Citrinin
Penicillium commune	Cyclopiazonic acid
Penicillium crustosum	Roquefortine C
Penicillium chrysogenum	Roquefortine C
Penicillium discolor	Chaetoglobosin C
Penicillium expansum	Citrinin, Roquefortine C
Penicillium griseofulvum	Roquefortine C, cyclopiazonic acid, griseofulvin
Penicillium hirsutum	Roquefortine C
Penicillium hordei	Roquefortine C
Penicillium nordicum	Ochratoxin A
Penicillium paneum	Roquefortine C
Penicillium palitans	Cyclopiazonic acid
Penicillium polonicum	Penicillic acid
Penicillum roqueforti	Roquefortine C, Mycophenolic acid
Penicillium veridicatum	Penicillic acid
Penicillium verrucosum	Citrinin, ochratoxin A
Penicillium/ Aspergillus	Patulin
Penicillium/ Aspergillus/Alternaria	Glitoxin
Phomopsis	Macrocyclic trichothecenes
Phoma	Brefeldin, cytochalasin, secalonic acid, tenuazonic acid
Pithomyces	Sporidesmin
Rhizoctonia	Slaframine
Rhizopus	Rhizonin
Sclerotinia	Furanocoumarins
Stachybotrys chartarum	Iso-satratoxin F, roridin E, L-2, satratoxin G & H, trichodermin, trichodermol, trichothecene
Torula	Cytotoxins
Trichoderma	Trichodermin, trichodermol, gliotoxin
Trichothecium	Trichothecene
Wallemia	Walleminol
Zygosporium	Cytochalasin

General terms

Allergen

An allergen is a substance that elicits an IgE antibody response and is responsible for producing allergic reactions. Chemicals are released when IgE on certain cells come into contact with an allergen. These chemicals can cause injury to surrounding tissue - the visible signs of an allergy. Only a few fungal allergens have been characterized but all fungi are thought to be potentially allergenic. Fungal allergens are proteins found in either the mycelium or spores

"Black mold"

The poorly defined term? Black mold? Or? Toxic black mold? Has usually been associated with the mold *Stachybotrys chartarum*. While there are only a few molds that are truly black, there are many that can appear black. Not all molds that appear to be black are *Stachybotrys*.

Fungi

Fungi are neither animals nor plants and are classified in a kingdom of their own? The Kingdom of Fungi. Fungi include a very large group of organisms, including molds, yeasts, mushrooms and puffballs. There are >100,000 accepted fungal species but current estimates range to 1.5 million species. Mycologists (people who study fungi) have grouped fungi into four large groups according to their method of reproduction.

Hidden mold

This refers to visible mold growth on building structures that is not easily seen, including the areas above drop ceilings, within a wall cavity (the space between the inner and outer structure of a wall), inside air handlers, or within the ducting of a heating/ventilation system.

Microbial Volatile Organic Compounds (MVOCs)

Fungi produce chemicals as a result of their metabolism. Some of these chemicals, MVOCs, are responsible for the characteristic moldy, musty, or earthy smell of fungi, whether mushrooms or molds. Some MVOCs are considered offensive or annoying. Specific MVOCs are thought to be characteristic of wood rot and mold growth on building materials. The human nose is very sensitive to mold odors and sometimes more so than current analytical instruments.

Mold

Molds are a group of organisms that belong to the Kingdom of Fungi (see Fungi). Even though the terms mold and fungi had been commonly referred to interchangeably, all molds are fungi, but not all fungi are molds.

Mycotoxin

Mycotoxins are compounds produced by some fungi that are toxic to humans or animals. By convention, the term? Mycotoxin? Excludes mushroom toxins. Fungi that produce mycotoxins are called "toxigenic fungi.

Spore

General Term for a reproductive structure in fungi, bacteria and some plants. In fungi, the spore is the structure which may be used for dissemination and may be resistant to adverse environmental conditions.

Toxic mold

The term? Toxic mold" has no scientific meaning since the mold itself is not toxic. The metabolic byproducts of some molds may be toxic (see mycotoxin).

Hypha (plural, hyphae)

An individual fungal thread or filament of connected cells; the thread that represents the individual parts of the fungal body.

UNBIASED MOLD INSPECTION & TESTING
888-786-6653

Client Name: ***Tiffany Jones***

Location Address: ***1001 Tanner Pl SE, Washington, DC***

Inspection Date: ***10/29/2019***

Inspection Time: **12:00 pm**

Inspector: ***Ken Broughton***

BASIC MOLD INSPECTION DETAILS

A basic mold inspection by an UMI&T inspector includes a full visual assessment of a property's readily accessible areas with use of specific tools of our trade in order to identify any possible "red flags" that could be causing a mold growth problem. This microbial evaluation included the collection of at least two or more spore-trap air samples and direct swab samples to identify airborne microbiological contamination. Airborne mold spore-trap samples were collected using a high volume air-sampling pump. Mold spore-trap air samples were collected through an *Allergenco-D* on laboratory prepared slides with the flow rate set at 15 liters per minute for five (5) minutes, for a total volume of 75 liters of air. Air samples were sealed and labeled prior to being submitted for analysis.

Analytical results
Samples were analyzed by Southeast Environmental Microbiology Laboratories (SEEML) in Greenville, South Carolina. SEEML is licensed by the Department of State Health Services (DSHS) (#LAB1016, 8/22/14).

Inspection Summation

There were significant issues found.

First, an elevated count of Chaetomium was measured in the Bathroom Air Sample. Chaetomium is very toxic and does not normally occur in nature and hence any non-trivial measurement of Chaetomium is considered elevated. A Chaetomium count of 104 spores/m^3 was measured in the Bathroom Air Sample.

There was also a significant issue of concern discovered in the Bathroom Shower Surface Sample. The Bathroom Shower Surface Sample was determined to be Penicillium/Aspergillus (Very Light Fungal Growth), and Chaetomium (Moderate Fungal Growth). The issue of concern is that Chaetomium is a zero-tolerance, toxic-type mold, that is rarely found in nature, and thus is reported as elevated in any non-trivial amount found as it is highly toxic.

Chaetomium is allergenic and/or toxic, and gives off toxins through metabolization which can make some people sick. Some are more susceptible than others depending on age, genes, allergies, their immune system, and probably a number of other factors yet to be discovered.

Remediation of property is recommended!

Air Sample Results: Typically, the source of indoor mold spores is from the outdoor environment. In a well-maintained building, indoor airborne microbial concentrations are lower than outdoor concentrations with similar types of mold present indoors and outdoors.

Mold Spore-trap Air Sample Results: The table below presents sample results of the mold spore air samples collected. Indoor concentrations are compared to outdoor "background" concentrations. Also noted is the total spore concentration of the sample. Results of all samples can be found in the attached Laboratory Analytical Report. All results are presented in spore counts per cubic meter of air (counts/m^3). These results indicate a possible source or mold reservoir, which has become airborne.

Laboratory Results - *spore counts per cubic meter of air (counts/m^3)*

Sample Location	Spore Types	Total Spore Concentration
Bedroom – (air sample)	Basidiospores – 897/m^3 **Chaetomium – 104/m^3** Cladosporium - 312/m^3 Penicillium/Aspergillus – 741/m^3 Smuts/Periconia/Myxomy – 13/m^3	*2070/m^3*
Bathroom Shower – (surface sample)	Chaetomium – Moderate Fungal Growth Penicillium/Aspergillus – Very Light Fungal Growth	n/a

Please Note: *Results of Outdoor samples (and others molds found but not elevated above outdoor levels) are found in the attached Laboratory Analytical Report.
*Air quality tests are a key component of any total assessment program.
***Bold items in the above chart are noted as non-similar to outdoor species**
*Highlighted items above are considered **elevated** beyond healthy levels.

(Most toxic-type mold exceeding 1,000/m^3 over the control (outside) measurement is to be considered elevated. Chaetomium is reported as elevated in any **non-trivial** amount found as it is highly toxic and not normally found in nature.

THE MOLD REMEDIATION CONTRACTOR AND COMPANY IS RESPONSIBLE FOR ESTIMATING QUANTITIES AND EXAMINING THE LOCATION OF MOLD AND/OR MOISTURE DAMAGED MATERIAL

********* END OF SCOPE OF WORK *********

Inspector: Ken Broughton

Recommendations:

Based on the analytical results and observations made at the time of our evaluation, we recommend the following:

- In all situations, the underlying cause of water accumulation must be rectified or fungal growth will reoccur or expand. Any water infiltration should be stopped and the area thoroughly cleaned immediately to prevent and limit mold growth. Water damaged walls should be opened and relative humidity should be maintained at levels below 60% to further inhibit mold growth.
- To reduce any elevated levels of mold spores within the residence, cleaning of all surfaces in the area should be performed, including: 1) Porous surfaces (i.e. fabrics, etc.) using a vacuum cleaner equipped with a High Efficient Particulate Air (HEPA) filter; 2) Non-porous surfaces (i.e. walls, ceilings, doors, windows, etc.) wiped-down with a mild detergent or disinfectant; and 3) Heating, Ventilation and Air Conditioning (HVAC) filter replaced and the HVAC duct and equipment cleaned by a qualified duct and mechanical contractor. In addition, airborne concentrations of mold should be reduced during remediation by the use of ambient air cleaners equipped with HEPA filtration to scrub the air within the home and within the enclosure.
- The areas identified with fungal growth should be considered the immediate work-areas which are considered potentially hazardous. These areas should be isolated from the balance of the building, and properly cleaned and decontaminated by a Licensed Mold Remediation Contractor under a Mold Remediation Protocol prepared by a Licensed Mold Assessment Company.
- A Licensed Mold Remediation Contractor should remove the confirmed microbial growth identified.
- A Licensed Assessment Consultant should perform Post-Remediation Assessment and Clearance testing following the completion of removal.

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Limitations

This report has been prepared to assist our client in evaluating for microbiological contamination at the noted address. Our objective was to perform our work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based solely upon visual observations of the site, at the time of the evaluation, and results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. Quantities are preliminary quantities based on observations during the evaluation and should not be used to prepare a removal cost bid. Unbiased Mold Inspection & Testing cannot act as insurers, and no expressed or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, at the time and place the services were rendered. The size of the area impacted by fungal contamination primarily based on experienced judgment and practicality. Additionally other possible hazards such as asbestos and lead-based paint could be present and may require proper sampling, additional procedures, such as personnel project design, on-site monitoring, protective equipment, clearance testing and specific disposal requirements. No other environmental issues were included as part of this evaluation. Other unidentified microbiological contamination may be located in inaccessible areas. Precaution should be used during remediation. The condition of the microbiological contamination may change gradually or suddenly, depending upon time and conditions.

MOLD REMEDIATION PROTOCOL

The Mold Remediation Contractor agrees to accomplish all remediation work in accordance with this Remediation Protocol, and all applicable city, state, and federal regulations. The Mold Remediation Contractor shall provide all labor, materials, equipment, and supplies for the proper enclosure, removal, and disposal of the following approximate quantities of materials.

MOLD REMEDIATION CONTRACTOR AND COMPANY'S RESPONSIBILITY

The Mold Remediation Contractor and Company shall assume full responsibility and liability for compliance with all applicable city, state, and federal regulations pertaining to employees, work practices, transport, disposal, protection of workers, visitors to the site, security of the work area, and persons occupying areas adjacent to the work area. The Mold Remediation Contractor and Company shall hold the Owner and Consultant harmless for failure to comply on the part of himself, his employees, or his subcontractors. Responsibilities of local, state, and federal regulations include, but are not limited to, the following:

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OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

- Occupational Safety and Health Administration, A Brief Guide to Mold in the Workplace
- Respiratory Protection: Title 29, Part 1910, Section 134 of the Code of Federal Regulations

EPA: U.S. Environmental Protection Agency (EPA), including but not limited to:

- Environmental Protection Agency, Mold Remediation in Schools and Commercial Buildings

DSHS: Department of State Health Services (DSHS) Mold Assessment and Remediation Rules.

SUBMITTALS

Pre-Job Submittals: If a Licensed Contractor is used, prior to start of work, as a minimum, one copy of the following should be provided to the Owner prior to start of work and kept at the project site for the duration of the project:

- Insurance Certificate,
- Mold Remediation Company DSHS licensing,
- Mold Remediation Contractor DSHS licensing,
- Mold Remediation Worker Registration,
- Mold Remediation Worker Documentation, including evidence that all workers have received proper training and are registered as required by regulations; medical examinations required by OSHA 29 CFR Parts 1910 and 1926, and respiratory fit test for each worker who is to be at the jobsite,
- Material Safety Data Sheets (MSDS) for any products specified to be utilized on this project shall be provided to the Consultant by the Mold Remediation Contractor or Company prior to the commencement of work, and
- Notices to Suppliers: Submit copies of any notices sent to suppliers of rental equipment and vehicles informing them of the nature of the use of their equipment.

Post-Job Submittals: If a Licensed Contractor is used, within one week following completion of work, the Mold Remediation Contractor or Company is to submit one (1) copy of all post-job submittals to the Owner and Consultant. These submittals shall include, but are not limited to:

- All items listed in the Pre-Job Submittals,
- Photographs of the work areas before and after the remediation,
- Any change orders,
- Any accidents (including minor accidents),
- Results of any air monitoring performed by the Mold Remediation Contractor or Company, and
- A Certificate of Mold Remediation on a form adopted by the Commissioner of Insurance with a statement by a Mold Assessment Consultant that the mold contamination identified for the project has been remediated as outlined in this Mold Evaluation and Remediation Protocol, and a statement on the certificate that the underlying cause of the mold has been remediated.

TEMPORARY FACILITIES

The contractor may have power, water and sewer available for use during this project. The Mold Remediation Contractor and Company is responsible for connections to existing electrical power, water, and drainage, if applicable. Contractor's electrical power shall be made available as necessary for consultant's Post-Remediation Assessment and Clearance. Owner will be responsible for reasonable cost associated with power and water used from existing facilities.

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Electrical Service: If power is available, lockout all existing power to lighting circuits in the work area. Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.

Temporary Power: Provide service to the decontamination unit sub-panel with a minimum 60-amp, 2-pole circuit breaker or fused disconnect connected to the building's main distribution panel. The sub-panel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.

Voltage Differences: Provide identification-warning signs at power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry-type transformers shall be provided where required to provide voltages necessary for work operations.

Ground Fault Protection: Provide receptacle outlets equipped with ground fault circuit interrupters, test and re-set buttons and a pilot light, for plug-in connection of power tools and equipment.

Electrical Power Cords: Use only grounded extension cords. Use "hard-service" cords in areas where the cords will be exposed to abrasion and traffic. Use single lengths or, in areas where single cords will not reach work areas, use waterproof connectors to connect separate lengths of electric cords.

Lamps and Light Fixtures: Provide general service lamps for all areas of work when natural light is not adequate. Protect lamps with guard cages or tempered glass enclosures where fixtures are exposed to breakage by remediation operations. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

Water Service: The Mold Remediation Contractor and Company may use existing water service at the project site. All connections to the Owner's water system shall include backflow protection. Valves shall be properly rated for the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to the existing water system. Leaking or dripping valves shall be repaired or replaced immediately. The Mold Remediation Contractor and Company is responsible for all damage to existing finishes or equipment due to leaking or dripping valves.

Sanitary Facilities: if working, the Mold Remediation Contractor's personnel may use existing toilet facilities in the building during performance of the work, provided that the toilet facilities are maintained daily in a clean state of hygiene as determined by the Consultant.

Temporary Fire Protection: Provide and maintain temporary fire protection during remediation in accordance with requirements of the local protection code. Provide Type-"A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical, grease, oil, or flammable liquid fires. In other locations, provide Type-"ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA-recommended types for the exposures in each case.

Temporary Storage: Where necessary, and pre-approved by Owner or Owner's Representative, provide and maintain in a neat, orderly appearance, weatherproof storage sheds or trailers. Coordinate location of placement with the Owner. Place storage sheds on proper foundations, securely anchored in place.

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Site Access: Site access will be limited to only areas necessary to accommodate remediation. Coordinate access and location of placement of decontamination unit, disposal trailer, etc. with Owner.

REQUIRED DOCUMENTS ON-SITE

The Mold Remediation Contractor shall maintain on-site all appropriate documentation as required by regulations. These documents should be readily available at all times to the Consultant or any authorized visitor. As required by the DSHS, the following documents should be on-site:

- Mold Remediation Contractor and Company phone numbers,
- DSHS Notification,
- Mold Remediation Work Plan,
- Mold Remediation Protocol,
- Mold Assessment Report, if performed,
- DSHS licensing for Mold Remediation Company and Contractor,
- DSHS Worker Registration,
- Mold Remediation Worker Documentation, including evidence that all workers have received proper training and are registered as required by regulations; medical examinations required by OSHA 29 CFR Parts 1910 and 1926, and respiratory fit test for each worker who is to be at the jobsite,
- Material Safety Data Sheets (MSDS),
- Personnel sign-in/out log,
- Occupational Safety and Health Administration, A Brief Guide to Mold in the Workplace
- Occupational Safety and Health Administration, Respiratory Protection: Title 29, Part 1910, Section 134 of the Code of Federal Regulations
- Environmental Protection Agency, Mold Remediation in Schools and Commercial Buildings, and
- Department of State Health Services (DSHS) Mold Assessment and Remediation Rules.

PREPARATION OF THE WORK AREA

The work area is the location where mold remediation work occurs. It is a variable of the extent of the work of the contract. It may be a portion of a room, a single room, or a complex of rooms. A "work area" is considered potentially contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the mold remediation work. The Mold Remediation Company shall prepare the entire work area with 6-mil. polyethylene sheeting and remove and clean all specified mold and/or moisture damaged materials from areas identified. Where fire hazards exist, all plastic sheeting will be fire retardant and certified by the Underwriters Laboratory.

Visual Barrier: Where the work area is immediately adjacent to or within view of public occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6-mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Consultant.

Construct a Decontamination Unit: The work area should be under a full containment enclosure with an attached decontamination unit. The decontamination unit shall consist of a dirty room and clean room, each separated by an airlock. All persons, without exception, shall pass through this decontamination unit for entering and exiting the work area. The dirty room shall large enough to hold a waste container and allow personnel to put on and remove Personnel Protective Equipment (PPE), and HEPA vacuum remaining clothing and/or body prior to exiting the decontamination unit. The decontamination unit shall be sized adequately for

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the work involved and shall be of watertight, sturdy construction equipped with the appropriate water filtering and disposal systems. Where a work area is less than 100 square feet, a remote decontamination unit may be used and double suiting of protective clothing may be worn. If a remote decontamination unit may be used, workers must don two layers of protective clothing inside a work area, remove one layer of clothing and completely HEPA vacuum and wet wipe themselves, and proceed immediately to the decontamination unit for proper decontamination.

Posting of Notice Signs: The Mold Remediation Contractor shall post all appropriate notice signs as required by regulations. Notice signs shall be posted at all entrances to the work area adjacent to occupied areas of a building and outside the decontamination unit. All signs shall be at least eight inches by ten inches in size and shall bear the words "NOTICE: Mold Remediation Project in Progress" and shall be in black on a yellow background.

HVAC Barriers: The Mold Remediation Contractor shall seal all Heating Ventilation and Air Conditioning (HVAC) supply and return air vents with 6-mil. polyethylene sheeting.

Pre-clean Work Area: After establishing the work area with critical barriers, decontamination unit, posting of notice signs, and HVAC barriers, pre-clean all surfaces in the work area, not damaged with mold or suspect mold, by damp wiping non-porous surfaces and then vacuum all surfaces with a HEPA filtered vacuum or prior to the installation of floor polyethylene sheeting.

Floor and Wall Preparation: The Mold Remediation Contractor shall construct a full containment enclosure consisting of a minimum of one layer of 6-mil. polyethylene sheeting on floors and walls, not removed, throughout the work area. Polyethylene sheeting shall overlap at least 12 inches and be properly sealed at all edges. The enclosure shall be adequately attached and secured to withstand the remediation process. Where fire hazards exist, all plastic sheeting will be fire retardant and certified by the Underwriters Laboratory. **The contractor is reminded to use paper tape on surfaces to remain, to minimize paint and surface damage.**

Negative Pressure: Establish and maintain negative pressure within the work area to be lower than the pressure in building areas adjacent to the containment. This is identified by the inward billowing of the polyethylene sheeting walls. The negative air filtration units shall be equipped HEPA filters and exhausted to the outside, where possible.

Security of the Work Area(s): The Mold Remediation Contractor is responsible for the work area security upon establishment of a regulated work area. This responsibility extends 24 hours per day.

WORKER PROTECTION

This section describes the equipment and procedures required for protecting workers against mold or mold spore contamination and other workplace hazards except for respiratory protection.

Coveralls: Provide disposable full-body coveralls with integral head and foot covers, and require that all workers in the work area wear them. Provide a sufficient number for all required changes, for all workers in the work area.

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Boot Covers: Provide disposable boot covers with non-skid soles and, where required, OSHA-approved foot protection, for all workers. Boot covers shall not be worn out of the work area or off the sheet plastic drop layer for any reason.

Hard Hats: Provide hard hats as required by OSHA for all workers, and provide four spares for use by the Owner's Representative, Project Administrator, and Owner. Require hard hats to be worn at all times while work is in progress that may potentially cause head injury. Provide hard hats of a type with plastic strap-type suspension. Hats shall be thoroughly cleaned and decontaminated before being worn from one work area to another.

Eye Protection: Provide properly fitted goggles or full-face respirator as required by EPA and OSHA for all workers involved any activity that may potentially cause disturbance to mold or mold damaged materials or cause eye injury. Goggles must be designed to prevent the entry of dust and small particles. Thoroughly clean, decontaminate and seal goggles in disposal-type containers before removing from the work area at the end of the work.

Gloves: Provide work gloves to all workers and require that they be worn at all times in the work area. Do not remove gloves from the work area. Dispose of them as contaminated waste.

Additional Protective Equipment: Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Mold Remediation Contractor for the Owner, Consultant and any other authorized representatives who may inspect the job site. Provide two respirators of each type required and all necessary complete coveralls and, where applicable, the necessary respirator filter changes per day. All items mentioned above shall be in new and unused condition and shall be supplied at no cost to the Owner, Consultant or any other authorized representatives who may inspect the job site.

Respiratory Protection: Instruct and train each worker involved in mold remediation or maintenance operations in mold damaged materials, as applicable. Require that each worker always wear a respirator, and provide proper training on respiratory use, fitting, and decontamination from the work area.

Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910.134. The Mold Remediation Contractor shall ensure use of the appropriate respiratory protection for the work being performed and recognizes that these requirements are only minimum acceptable standards.

Fit Testing: Provide initial fitting of respirator protection during a respirator protection course of training developed and the Mold Remediation Contractor or Company. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which he has been trained and fitted.

Minimum Requirements: As a minimum, approved respiratory protection will be worn with adequate eye protection during containment preparation, throughout removal, final cleaning, and disposal operations, as required by OSHA 1910.134. All personnel protective equipment shall be approved by the National Institute for Occupational Safety and Health (NIOSH) and warn in accordance with all city, state, and federal regulations based on the hazards which workers are exposed to below clean air standards and Material Safety Data Sheets (MSDSs).

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Supply of Respirators and filters: Supply a sufficient quantity of respirators and filters approved for mold and dust, so that workers and authorized visitors can change filters during the workday. Require respirators are damp-rinsed, and filters discarded each time a worker or authorized visitor leaves the work area. Require that new filters be installed each time a worker or authorized visitor re-enters the work area.

REMOVAL REQUIREMENTS FOR MOLD AND/OR MOISTURE DAMAGED MATERIALS

The Mold Remediation Contractor shall thoroughly enclose the work area under negative pressure and utilize a decontamination unit, damp wipe remove and/or clean damaged materials, and dispose of. Materials removed shall be kept damp at all times and placed in disposal bags as soon as possible. Once the material has been completely removed, the Mold Remediation Contractor shall thoroughly clean all remaining surfaces within the work area by damp wiping with a mild detergent, HEPA vacuum, and thoroughly dried. All waste and debris shall be appropriately bagged, damp wiped, goose necked, and disposed as construction waste.

Removal of Sheetrock: Prepare work area as previously specified. Add additional protection to immovable objects to protect from damage during removal. Removal operations shall entail the removal of the specified sheetrock wallboard, and minimum of two feet beyond visible damage and removal of any insulation and debris. Thoroughly damp wipe the material to be removed prior to stripping and/or dismantling, to reduce mold spore dispersal into the air. Remove materials in small sections from all areas and immediately place into disposal bags. Evacuate air from disposal bags with HEPA-filtered vacuum cleaner before sealing. Clean the outside of the bags and move them to the decontamination unit for cleaning and disposal.

Cleaning of Surfaces Within the Work Area: Prepare work area as previously specified. Critical barriers and negative pressure is also required. Remove and clean all walls, ceilings, floor surfaces, etc. the areas specified. Clean all surfaces using a vacuum system equipped with High Efficiency Particulate Air (HEPA) filtration and use a disinfectant to clean non-porous items. Start high on the walls and work towards the floor. Vacuum the floor last. Use a disinfectant on all washable surfaces.

Final Cleaning of the Work Area: Once materials and visible debris has been removed, all surfaces within the enclosure and decontamination unit should be damp wiped with a mild detergent, HEPA vacuumed, completely dried, and treated with a U.S. EPA approved biocide. Any use of biocide must be approved by Owner prior to start of project. In addition, wood framing in the affected areas should be wire-brushed and/or sanded to remove mold growth inside the grain of wood. It may also be necessary to remove and replace the wood with the exception of load bearing members. Load bearing members shall be cleaned and encapsulated. The general contractor for this work will replace as necessary. Clean all surfaces by damp wiping, folding over, damp wipe, etc. Do not reuse cleaning materials during this process.

POST-REMEDIATION ASSESSMENT AND CLEARANCE

When the area is visually clean and no debris, residue, dust, wood rot, or other material is found, The Mold Assessment Contractor shall provide the Consultant with a twenty-four hour notice that the work area is ready for the Post-Remediation Assessment and Clearance. The Consultant will perform the visual inspection and request the Mold Remediation Contractor complete any items noted. The purpose of the Owner's Post-Remediation Assessment will be for a Licensed Mold Assessment Consultant to conduct a post-remediation assessment using visual, procedural, and analytical methods, with the containment in place, if specified. The work area shall be free from visible mold, debris, and wood rot, and all work completed in compliance with this Mold Remediation Protocol. The Mold Remediation Contractor shall, to the extent feasible, determine that the underlying cause of moisture intrusion and mold damage has been remediated so that he/she is reasonably certain that the mold will

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not return from the previous cause. The Mold Assessment Consultant shall use only analytical methods and criteria specified herein, unless circumstances beyond the control of the Mold Assessment Consultant and the Mold Remediation Contractor or Company necessitate alternative analytical methods or criteria. If so necessary, the Mold Assessment Consultant will provide to the client written documentation of the need to deviate.

The Mold Remediation Contractor and Company is responsible for all air monitoring required to meet OSHA regulations.

Clearance Procedures: Where a visual inspection performed by a Mold Assessment Consultant identifies items such as remaining mold, debris, wood rot, etc., analytical samples will not be collected until such deficiencies are corrected by a Mold Contractor at no additional cost to the Owner. In addition, if excessive moisture or excessive particulates as identified by any used instrumentation, analytical samples will not be collected until such deficiencies are corrected by a Mold Contractor.

When the work area is determined by the Mold Assessment Consultant to be clean and completed by visual inspection and/or instrument, the Mold Assessment Consultant will collect at least one spore-trap air sample inside each work area and outdoors for comparison. An additional sample may be collected outside the work area but inside the property. This should only be performed if background sampling has occurred prior to the start of work. The Mold Remediation Company will be responsible for cleaning contents of the building if any sample collected outside the work area but inside the property exceeds the criteria below. Any additional cleaning by the Mold Remediation Company will be at no additional cost to the Owner.

Clearance Criteria: Spore-trap air sample results collected from within an enclosure, or outside the work area but inside the property, identifies higher spore (specie or genus) counts per cubic meter of air (counts/m^3) as compared to outdoor spore counts/m^3, the Mold Remediation Company must re-clean the work area until this acceptable analytical results are obtained. If similar types of mold species or genus levels, which are not suspect of producing possible toxins are not over ten percent of outdoor levels, or indoor species or genus found indoors and not outdoors is equal to or less than one to six spores or 5 to 30 counts/m^3, the Mold Assessment Consultant may use professional judgment to pass clearance. The Mold Assessment Consultant will only collect spore-trap clearance samples if it is not raining or has stopped raining for at least two hours.

Passed Clearance Report: The project is not complete until the Contractor has received a passed clearance report from the Owner. This passed clearance report should include a description of relevant worksite observations, the type and location of all measurements made and samples collected, data obtained at the worksite (i.e. temperature, humidity, and material moisture readings), analytical results of samples collected, copies of photographs taken, and a clear statement that the project has passed clearance.

Retesting: When final spore trap air clearance results indicate noncompliance with this Mold Evaluation and Remediation Protocol, subsequent retesting will be performed by the Consultant at a cost to the Mold Remediation Contractor at a cost of $300 plus $125 per air sample collected. These costs may be deducted from the contractor's proposal or paid directly by the Contractor, as requested by the Owner.

KB

MOLD DISPOSAL

The Mold Remediation Contractor shall properly damp wipe, bag (no more than half full), evacuate air from disposal bags with HEPA filtered vacuum cleaner, gooseneck, seal with tape, damp wipe, and dispose of as construction waste. Protective coveralls and respirators shall be worn at all times during all phases of bagging and disposal.

The following appendices are included:

	Appendix
Laboratory Photographic Summary	A ....

Attached are the lab results from SEEML, an independent microbiology laboratory. If you have any questions about this report, the lab results, or anything else, please feel free to give us a call at the number listed below.

Inspector: **Ken Broughton**

888-786-6653

KB

CERTIFICATE OF MOLD DAMAGE REMEDIATION

Certificate Number _____ **Date of Issuance** _____

Name _____

Mailing Address _____

City _____ State _____ _____ Zip _____

Property Description:

Number _____ Street _____ Lot_____ Block _____

Addition or Tract _____ City _____ County _____

Mold Assessment Consultant License Holder Certification

- I hereby certify that based on visual, procedural and analytical evaluation, the mold contamination identified for this project has been remediated as outlined in the mold management plan or remediation protocol.
- I further certify that with reasonable certainty that the underlying cause or causes of the mold that were identified for this project in the mold management plan or remediation protocol have been remediated. A copy of the written evaluation that forms the basis for my certification has been provided to the person named in this certificate.

_____	_____	_____
Mold Assessment Consultant License Holder Signature	License No. and Expiration Date	Date

---

Mold Remediation License Holder Certification

- I hereby certify that I completed mold remediation on this project and will provide the mold remediation certificate to the property owner no later than the 10th day after the date of completion.

_____	_____	_____
Mold Remediation Contractor License Holder Signature	License No. and Expiration Date	Date

---

OR

Mold Assessment Consultant or Adjustor License Holder Certification

- I hereby certify that I have inspected the property described in this certificate and that based on my inspection I have determined that the property does not contain evidence of mold damage. A copy of the written evaluation that forms the basis for my certification has been provided to the person named in this certificate.

_____

Mold Assessor/Adjustor License Holder Signature

Appendix A

Photographic Summary



Bathroom - (air sample)



Bathroom Shower – (surface sample)

Filed
D.C. Superior Court
01/24/2020 10:30PM
Clerk of the Court

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

CIVIL DIVISION

CIVIL ACTIONS BRANCH

TIFFANI JONES

1001 Tanner Place, S.E.

Washington, D.C. 20032

Plaintiff,

v. *

* **Case No. 2020 CA 000529 B**

NVR, INC. t/a RYAN HOMES *

11700 PLAZA AMERICA DRIVE, SUITE 500 *

RESTON, VA, 20190 – 0000

Serve: Corporation Service Company

100 Shockoe Slip, 2ND FLOOR

Richmond, VA, 23219 – 0000

Defendant.

COMPLAINT

I. PRELIMINARY STATEMENT

1. Plaintiff Tiffani Jones, by and through undersigned counsel, files this Complaint against Defendant, NVR, Inc. t/a Ryan Homes (hereafter known as "NVR"), for breach of contract, fraud, negligence, negligent misrepresentation, breach of express warranty, breach of implied warranty of merchantability, violation of the District of Columbia Consumer Protection Procedures Act and strict liability. Mrs. Jones and her family sustained personal injuries as a result of structural defects in both the design and build of the property and the use of inferior construction goods. These defects also caused a negative impact on the marketability of

EXHIBIT 1

the property.

II. PARTIES

2. Plaintiff, Tiffani Jones, is a natural person above the age of majority. Mrs. Jones is a resident of the District of Columbia.

3. Upon information and belief, Defendant NVR, Inc. is a corporation organized under the laws of the state of Virginia and is located at 11700 Plaza America Drive, Suite 500, Reston, VA 20190.

III. JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this civil action pursuant to D.C. Code § 11-921(a). Venue is proper as the acts complained of herein occurred within the District of Columbia.

IV. STATEMENT OF FACTS

5. Mrs. Jones entered into a contract with NVR for the construction of a new home on February 28, 2016. Both parties executed the District of Columbia Purchase Agreement on February 29, 2016. The Agreement included the purchase of lot/block #0053, property address 1001 Tanner Place, SE, Washington, D.C. 20032, in the Asheford Court subdivision and a Florence model home (set/version #FL00-06) to be built on the lot for a total sales price of $489,935.00. Construction of the new home began on July 6, 2016. Construction of the home was completed on September 12, 2016.

6. Mrs. Jones, her husband (Anthony Kundera) and two young daughters (Karter Kundera and Riley Kundera) moved into the home on November 3, 2016. Mrs. Jones discovered leaks in her home in February 2017. Less than a year after moving into her newly-constructed home, leaks in the plumbing began. The leaks were reported to Defendant on February 17, 2017. Mrs. Jones subsequently gave Defendant access to her home on more than twelve separate occasions in order to make repairs. However, despite multiple pleas to NVR for help, the leaks continued.

7. Mrs. Jones subsequently became pregnant with her third child in 2018. Mrs. Jones had a

difficult pregnancy and had to go to the emergency room on more than one occasion. The third child, Michael Anthony Kundera, was born premature at 30 weeks on February 5, 2019 with a plethora of health complications. On October 28, 2019, Karter Kundera (DOB: 05/26/2008), was diagnosed with several medical conditions as a result of suspected exposure to mold and placed on several medications. On October 28, 2019, Riley Kundera (DOB: 09/14/2016) was also diagnosed with suspected mold exposure and placed on several medications. Medical bills for the entire family were in excess of $350,000.00. On October 29, 2019, Mrs. Jones had a mold inspection performed and discovered the presence of toxic mold in her home. On November 6, 2019, Mrs. Jones hired a contractor to assess the safety of the property and discovered structural defects. The family left the property.

V. CLAIMS FOR RELIEF

Count I: Breach of Contract

8. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. Plaintiff Tiffani Jones brings this Complaint pursuant to the District of Columbia common law statute for breach of contract. Under D.C. law, a claim of breach of contract includes four elements: "(1) a valid contract between the parties; (2) an obligation or duty arising out of the contract; (3) a breach of that duty; and (4) damages caused by breach." *Tsintolas Realty Co. v. Mendez, 984 A.2d 181, 187 (D.C. 2009).* Mrs. Jones and NVR entered into a valid written agreement for the sale and purchase of a newly-constructed home. Mrs. Jones honored her duty under this contract. She paid a total of $18,336.00 (earnest money down plus additional payments and closing costs). The agreement between NVR and Mrs. Jones was a valid and enforceable contract. NVR breached its contractual obligation by failing to build a structurally safe and sound residence. NVR had a contractual duty to build a structurally sound, safe property, suitable for use by Mrs. Jones and her family. NVR violated this duty because the property they constructed was defective. Less than a year after it was constructed, leaks in the

plumbing appeared. Although given repeated notification and the opportunity to cure, NVR failed to fix the plumbing. These structural defects caused safety hazards such as the accumulation of toxic mold which created a threat to the safety and welfare of the owner and occupants and significantly reduced the marketability of the property.

Count II: Fraud

9. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. A plaintiff claiming fraud under D.C. law must prove the existence of "(1) a false representation (2) in reference to a material fact, (3) made with knowledge of its falsity, (4) with the intent to deceive, and (5) action is taken in reliance upon the representation." *Busby*, 772 F. Supp. 2d at 275 (*quoting Fort Lincoln Civic Ass'n, Inc. v. Fort Lincoln New Town Corp., 944 A.2d 1055, 1074 n.22 (D.C. 2008)).* "A claim for fraud may be founded on a false representation or a willful omission." *Cordoba Initiative Corp. v. Deak, Civil Action No. 11-1541 (RWR),* 2012 WL 5285132, at *2 (D.D.C. Oct. 26, 2012) (citing *McWilliams Ballard, Inc. v. Broadway Mgmt. Co.*, 636 F. Supp. 2d 1, 5 (D.D.C. 2009). The property has multiple defects both in its structure and workmanship. During the period of construction of this property, from July 6, 2016 to September 12, 2016, the plumbing installed throughout the house and especially in the master bathroom was dangerously defective. NVR was well aware of these defects and created the perfect means to conceal them. In this transaction with Mrs. Jones, NVR was the builder, the seller, the inspection company, the appraiser and the mortgage company. NVR performed the inspection of the property, thereby allowing it to conceal the defects and "pass" inspection. NVR also performed the appraisal of the property, valuing it at $489,935.00. NVR also has a mortgage company, NVR Mortgage Finance, Inc. Mrs. Jones was strongly encouraged to use NVR Mortgage Finance, Inc. and she did so. Shortly after closing, NVR sold the loan to Caliber Home Loans.

Count III: Negligence

10. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. A claim of negligence under D.C. law consists of four elements: "(1) the defendant owed a duty [of care] to the plaintiff, (2) the defendant breached its duty, (3) and that breach was the proximate cause of (4) damages sustained by the plaintiff." *Busby v. Capital One, N.A., 772 F. Supp. 2d 268, 283 (D.D.C. 2011) (citing Powell v. District of Columbia, 634 A.2d 403, 406 (D.C. 1993)).* The structural defects in the property were the direct and proximate cause of Plaintiff and her family's injuries. These structural defects caused a level of mold growth that resulted in "unacceptably hazardous air quality," resulting in loss of use and personal injury. NVR's negligence placed the health and safety of Plaintiff at risk and also damaged the property, thereby impairing its value. NVR had a legal duty to design, build and construct the property in a structurally sound and workmanly manner. NVR breached this duty by designing and building a defective house and by failing to notify the owner of its defects in a timely manner.

Count IV: Negligent Misrepresentation

11. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. The elements of negligent misrepresentation under D.C. law are "(1) the defendant negligently communicated false information, (2) the defendant intended or should have recognized that the plaintiff would likely be imperiled by action taken in reliance upon his misrepresentation, and that (3) the plaintiff reasonably relied upon the false information to his detriment." *Ponder v. Chase Home Fin., LLC, 865 F. Supp. 2d 13, 20 (D.D.C. 2012) (citing Hall v. Ford Enterprises, Ltd., 445 A.2d 610, 612 (D.C. 1982)).* NVR knew or should have known that Mrs. Jones would rely, to her detriment, upon its promise to perform under the contract. NVR's intentional failure to perform under the contract, was the proximate cause of Mrs. Jones' injury. Defendant NVR knowingly

misrepresented the quality and character of the property's structural foundation. These false representations were in reference to a material fact.

Count V: Breach of Express Warranty

12. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. The elements of a breach of express warranty, or contract, claim are: "(1) a valid contract between the parties; (2) an obligation or duty arising out of the contract; (3) a breach of that duty; and (4) damages caused by breach." *Tsintolas Realty Co. v. Mendez, 984 A.2d 181, 187 (D.C.2009)*. NVR is in breach of the "Sales Contract and Public Offering Statement" and, specifically, of its express limited warranties. NVR failed to accept responsibility for necessary repairs, in breach of the express limited warranty in the Purchase Agreement. The damages described in this Complaint were structural defects within the meaning of the limited warranty. NVR's One Year Limited Warranty on the Basic Home provides that the home will be free from defects in materials and workmanship for one year from the warranty date (i.e. the move-in date). "Builder warrants that the Home and driveway, walkways, steps, patios, porches, fences (if any) and decks (if any) supplied by Builder with the Home under the same purchase agreement will be free from defects in materials and workmanship of the original construction for a period of one (1) year from the Warranty Date." *Ryan Homeowner's Manual.* Mrs. Jones and her family moved into the property on November 3, 2016 and notified Defendant of leaks on February 17, 2017, well within the one-year warranty period.

NVR also violated its two-year limited warranty for mechanical systems. "Builder warrants that the installation of the plumbing, electrical, and HVAC systems will be free from defects in workmanship of the original installation which appear at any time within two (2) years after the Warranty Date." *Ryan Homeowner's Manual.* NVR also violated its ten-year warranty against structural defects. "Builder warrants that the Home will be free from major structural defects in the materials or workmanship of the original construction which appear any time within ten (10) years after the Warranty Date, and which significantly affect the load-bearing functions of the

Home or otherwise render it unsuitable for residential purposes." *Ryan Homeowner's Manual.* Despite notice of defects, NVR failed to timely enforce statutory and its own express warranties. Such failures were in bad faith and the result of self-interest.

Count VI: Breach of Implied Warranty of Merchantability

13. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. A warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. Goods delivered under an agreement made by a merchant in a given line of trade must be of a quality comparable to that generally acceptable in that line of trade under the description or other designation of the goods used in the agreement. D.C. Code §28:2-314. NVR is a merchant with respect to newly-constructed homes. Therefore, it is liable under an implied warranty of merchantability for the properties which it builds and sells.

Count VII: Violation of D.C. Consumer Protection Procedures Act

14. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. NVR violated the D.C. Consumer Protection Procedures Act. A violation of D.C. Code § 28–3904(a) involves a "represent[ation] that goods or services have characteristics or qualities that they do not have□" NVR sold a new house and warranted that it was structurally sound and had been built with good workmanship. In fact, that was not the case. A violation of D.C. Code § 28–3904(d) involves a "represent[ation] that goods or services are of a particular standard, quality, grade, style, or model, if in fact they are of another." Violations of D.C. Code § 28–3904(e) and (f) involve a "misrepresent[ation] as to a material fact which has a tendency to mislead" and the "fail[ure] to state a material fact if such failure tends to mislead. NVR also violated D.C. Code § 28–3904 (r)(5). This contract was grossly unconscionable because it was an adhesion contract which took advantage of Mrs. Jones' ignorance. It required the buyer (Mrs. Jones) to waive every conceivable right she has to seek redress of the wrongs she suffered. For example, the contract

requires her to waive implied warranties as well as use of the "discovery rule".

Count VIII: Strict Liability

15. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. To prevail on a claim for strict liability in tort under § 402A, the plaintiff must prove that: "(1) the seller was engaged in the business of selling the product that caused the harm; (2) the product was sold in a defective condition unreasonably dangerous to the consumer or user; (3) the product was one which the seller expected to and did reach the plaintiff consumer or user without any substantial change from the condition in which it was sold; and (4) the defect was a direct and proximate cause of the plaintiff's injuries." Id. at 459–60 *(quoting Warner Fruehauf Trailer Co. v. Boston, 654 A.2d 1272, 1274 (D.C.1995))*. NVR is a merchant engaged in the practice of building and selling residential property. The property which it built and sold to Mrs. Jones was defective and caused her injuries.

PRAYER FOR RELIEF

The Plaintiff prays for judgment and relief as follows:

a) Compensatory Damages of $373,200.00

b) Pain and Suffering of $4,000,000.00

c) Consequential Damages of $500,000.00

d) Punitive Damages of $5,000,000.00

WHEREFORE, Plaintiff prays for damages totaling $9,873,200.00 and such other and further relief as the Court deems just and proper.

Date: January 23, 2020

Respectfully submitted,

/s/

Pamela McLean, Esq. (D.C. Bar No. 497891)
MCLEAN LEGAL GROUP
1629 K Street, NW Suite 300
Washington, D.C. 20006
Office: 202-204-2234
contact@mcleanlegalgroup.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

Undersigned counsel hereby certifies that on this 23rd day of January 2020 a copy of the foregoing Complaint will be served upon the resident agent for Defendant NVR, Inc. t/a Ryan Homes.

/s/

Pamela McLean, Esq.

Filed
D.C. Superior Court
01/24/2020 10:30PM
Clerk of the Court

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

CIVIL DIVISION

CIVIL ACTIONS BRANCH

TIFFANI JONES

1001 Tanner Place, S.E.

Washington, D.C. 20032

Plaintiff,

v. *

* **Case No. 2020 CA 000529 B**

NVR, INC. t/a RYAN HOMES *

11700 PLAZA AMERICA DRIVE, SUITE 500 *

RESTON, VA, 20190 – 0000

Serve: Corporation Service Company

100 Shockoe Slip, 2ND FLOOR

Richmond, VA, 23219 – 0000

Defendant.

COMPLAINT

I. PRELIMINARY STATEMENT

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EXHIBIT 1

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2. Plaintiff, Tiffani Jones, is a natural person above the age of majority. Mrs. Jones is a resident of the District of Columbia.

3. Upon information and belief, Defendant NVR, Inc. is a corporation organized under the laws of the state of Virginia and is located at 11700 Plaza America Drive, Suite 500, Reston, VA 20190.

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4. This Court has subject matter jurisdiction over this civil action pursuant to D.C. Code § 11-921(a). Venue is proper as the acts complained of herein occurred within the District of Columbia.

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difficult pregnancy and had to go to the emergency room on more than one occasion. The third child, Michael Anthony Kundera, was born premature at 30 weeks on February 5, 2019 with a plethora of health complications. On October 28, 2019, Karter Kundera (DOB: 05/26/2008), was diagnosed with several medical conditions as a result of suspected exposure to mold and placed on several medications. On October 28, 2019, Riley Kundera (DOB: 09/14/2016) was also diagnosed with suspected mold exposure and placed on several medications. Medical bills for the entire family were in excess of $350,000.00. On October 29, 2019, Mrs. Jones had a mold inspection performed and discovered the presence of toxic mold in her home. On November 6, 2019, Mrs. Jones hired a contractor to assess the safety of the property and discovered structural defects. The family left the property.

V. CLAIMS FOR RELIEF

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plumbing appeared. Although given repeated notification and the opportunity to cure, NVR failed to fix the plumbing. These structural defects caused safety hazards such as the accumulation of toxic mold which created a threat to the safety and welfare of the owner and occupants and significantly reduced the marketability of the property.

Count II: Fraud

9. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. A plaintiff claiming fraud under D.C. law must prove the existence of "(1) a false representation (2) in reference to a material fact, (3) made with knowledge of its falsity, (4) with the intent to deceive, and (5) action is taken in reliance upon the representation." *Busby*, 772 F. Supp. 2d at 275 (*quoting Fort Lincoln Civic Ass'n, Inc. v. Fort Lincoln New Town Corp., 944 A.2d 1055, 1074 n.22 (D.C. 2008)).* "A claim for fraud may be founded on a false representation or a willful omission." *Cordoba Initiative Corp. v. Deak, Civil Action No. 11-1541 (RWR),* 2012 WL 5285132, at *2 (D.D.C. Oct. 26, 2012) (citing *McWilliams Ballard, Inc. v. Broadway Mgmt. Co.*, 636 F. Supp. 2d 1, 5 (D.D.C. 2009). The property has multiple defects both in its structure and workmanship. During the period of construction of this property, from July 6, 2016 to September 12, 2016, the plumbing installed throughout the house and especially in the master bathroom was dangerously defective. NVR was well aware of these defects and created the perfect means to conceal them. In this transaction with Mrs. Jones, NVR was the builder, the seller, the inspection company, the appraiser and the mortgage company. NVR performed the inspection of the property, thereby allowing it to conceal the defects and "pass" inspection. NVR also performed the appraisal of the property, valuing it at $489,935.00. NVR also has a mortgage company, NVR Mortgage Finance, Inc. Mrs. Jones was strongly encouraged to use NVR Mortgage Finance, Inc. and she did so. Shortly after closing, NVR sold the loan to Caliber Home Loans.

Count III: Negligence

10. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. A claim of negligence under D.C. law consists of four elements: "(1) the defendant owed a duty [of care] to the plaintiff, (2) the defendant breached its duty, (3) and that breach was the proximate cause of (4) damages sustained by the plaintiff." *Busby v. Capital One, N.A., 772 F. Supp. 2d 268, 283 (D.D.C. 2011) (citing Powell v. District of Columbia, 634 A.2d 403, 406 (D.C. 1993)).* The structural defects in the property were the direct and proximate cause of Plaintiff and her family's injuries. These structural defects caused a level of mold growth that resulted in "unacceptably hazardous air quality," resulting in loss of use and personal injury. NVR's negligence placed the health and safety of Plaintiff at risk and also damaged the property, thereby impairing its value. NVR had a legal duty to design, build and construct the property in a structurally sound and workmanly manner. NVR breached this duty by designing and building a defective house and by failing to notify the owner of its defects in a timely manner.

Count IV: Negligent Misrepresentation

11. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. The elements of negligent misrepresentation under D.C. law are "(1) the defendant negligently communicated false information, (2) the defendant intended or should have recognized that the plaintiff would likely be imperiled by action taken in reliance upon his misrepresentation, and that (3) the plaintiff reasonably relied upon the false information to his detriment." *Ponder v. Chase Home Fin., LLC, 865 F. Supp. 2d 13, 20 (D.D.C. 2012) (citing Hall v. Ford Enterprises, Ltd., 445 A.2d 610, 612 (D.C. 1982)).* NVR knew or should have known that Mrs. Jones would rely, to her detriment, upon its promise to perform under the contract. NVR's intentional failure to perform under the contract, was the proximate cause of Mrs. Jones' injury. Defendant NVR knowingly

misrepresented the quality and character of the property's structural foundation. These false representations were in reference to a material fact.

Count V: Breach of Express Warranty

12. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. The elements of a breach of express warranty, or contract, claim are: "(1) a valid contract between the parties; (2) an obligation or duty arising out of the contract; (3) a breach of that duty; and (4) damages caused by breach." *Tsintolas Realty Co. v. Mendez, 984 A.2d 181, 187 (D.C.2009)*. NVR is in breach of the "Sales Contract and Public Offering Statement" and, specifically, of its express limited warranties. NVR failed to accept responsibility for necessary repairs, in breach of the express limited warranty in the Purchase Agreement. The damages described in this Complaint were structural defects within the meaning of the limited warranty. NVR's One Year Limited Warranty on the Basic Home provides that the home will be free from defects in materials and workmanship for one year from the warranty date (i.e. the move-in date). "Builder warrants that the Home and driveway, walkways, steps, patios, porches, fences (if any) and decks (if any) supplied by Builder with the Home under the same purchase agreement will be free from defects in materials and workmanship of the original construction for a period of one (1) year from the Warranty Date." *Ryan Homeowner's Manual.* Mrs. Jones and her family moved into the property on November 3, 2016 and notified Defendant of leaks on February 17, 2017, well within the one-year warranty period.

NVR also violated its two-year limited warranty for mechanical systems. "Builder warrants that the installation of the plumbing, electrical, and HVAC systems will be free from defects in workmanship of the original installation which appear at any time within two (2) years after the Warranty Date." *Ryan Homeowner's Manual.* NVR also violated its ten-year warranty against structural defects. "Builder warrants that the Home will be free from major structural defects in the materials or workmanship of the original construction which appear any time within ten (10) years after the Warranty Date, and which significantly affect the load-bearing functions of the

Home or otherwise render it unsuitable for residential purposes." *Ryan Homeowner's Manual.* Despite notice of defects, NVR failed to timely enforce statutory and its own express warranties. Such failures were in bad faith and the result of self-interest.

Count VI: Breach of Implied Warranty of Merchantability

13. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. A warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. Goods delivered under an agreement made by a merchant in a given line of trade must be of a quality comparable to that generally acceptable in that line of trade under the description or other designation of the goods used in the agreement. D.C. Code §28:2-314. NVR is a merchant with respect to newly-constructed homes. Therefore, it is liable under an implied warranty of merchantability for the properties which it builds and sells.

Count VII: Violation of D.C. Consumer Protection Procedures Act

14. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. NVR violated the D.C. Consumer Protection Procedures Act. A violation of D.C. Code § 28–3904(a) involves a "represent[ation] that goods or services have characteristics or qualities that they do not have□" NVR sold a new house and warranted that it was structurally sound and had been built with good workmanship. In fact, that was not the case. A violation of D.C. Code § 28–3904(d) involves a "represent[ation] that goods or services are of a particular standard, quality, grade, style, or model, if in fact they are of another." Violations of D.C. Code § 28–3904(e) and (f) involve a "misrepresent[ation] as to a material fact which has a tendency to mislead" and the "fail[ure] to state a material fact if such failure tends to mislead. NVR also violated D.C. Code § 28–3904 (r)(5). This contract was grossly unconscionable because it was an adhesion contract which took advantage of Mrs. Jones' ignorance. It required the buyer (Mrs. Jones) to waive every conceivable right she has to seek redress of the wrongs she suffered. For example, the contract

requires her to waive implied warranties as well as use of the "discovery rule".

Count VIII: Strict Liability

15. The Plaintiff adopts by reference the allegations contained in the foregoing paragraphs of this Complaint with the same effect as if fully set forth herein. To prevail on a claim for strict liability in tort under § 402A, the plaintiff must prove that: "(1) the seller was engaged in the business of selling the product that caused the harm; (2) the product was sold in a defective condition unreasonably dangerous to the consumer or user; (3) the product was one which the seller expected to and did reach the plaintiff consumer or user without any substantial change from the condition in which it was sold; and (4) the defect was a direct and proximate cause of the plaintiff's injuries." Id. at 459–60 *(quoting Warner Fruehauf Trailer Co. v. Boston, 654 A.2d 1272, 1274 (D.C.1995))*. NVR is a merchant engaged in the practice of building and selling residential property. The property which it built and sold to Mrs. Jones was defective and caused her injuries.

PRAYER FOR RELIEF

The Plaintiff prays for judgment and relief as follows:

a) Compensatory Damages of $373,200.00

b) Pain and Suffering of $4,000,000.00

c) Consequential Damages of $500,000.00

d) Punitive Damages of $5,000,000.00

WHEREFORE, Plaintiff prays for damages totaling $9,873,200.00 and such other and further relief as the Court deems just and proper.

Date: January 23, 2020

Respectfully submitted,

/s/

Pamela McLean, Esq. (D.C. Bar No. 497891)
MCLEAN LEGAL GROUP
1629 K Street, NW Suite 300
Washington, D.C. 20006
Office: 202-204-2234
contact@mcleanlegalgroup.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

Undersigned counsel hereby certifies that on this 23rd day of January 2020 a copy of the foregoing Complaint will be served upon the resident agent for Defendant NVR, Inc. t/a Ryan Homes.

/s/

Pamela McLean, Esq.

Boston Environmental & Contracting, Inc.

November 21, 2019

Tiffani Jones
1001 Tanner Pl SE
Washington, DC 20032

Re: Mold Remediation Proposal: 1001 Tanner Pl SE, Washington, DC 20032
Proposal Number: 2019-BE&C-MR-2630

Dear Ms. Jones:

Boston Environmental & Contracting Inc. (BE&C) is pleased to provide the following proposal for the above referenced services at the property located at 1001 Tanner Pl SE, Washington, DC 20032. The services provided will be for **Tiffani Jones (**hereinafter referred to as the client).

BE&C's mission is to provide cost-effective environmental solutions for its clients through the teamwork of our highly trained, experienced and dedicated staff. BE&C has been serving clients for several years in the region. We maintain the necessary staff and equipment to provide these services and are prepared to enter a standard agreement for providing such services.

SCOPE OF SERVICES: MOLD REMEDIATION

- The removal of all mold impacted materials from the bathroom walls and living room ceiling of the property.
- The treatment of all wall cavities using industry recommended detergent from the bathroom of the property.
- Install encapsulation coatings on affected areas.

All services will be performed using recommendations from:

- The U.S. EPA mold remediation in schools and commercial buildings
- New York City Dept. of Health- Guideline on Assessment and Remediation of Fungi in indoor Environments
- The Institution of Inspection, Cleaning and Restoration, Standard and Reference Guide to Mold Remediation (IICRC S520, S500)
- Boston Environmental and Contracting, Inc. also follows all appropriate OSHA and CDC recommendation regarding workers safety and incidental exposure.
- Air scrubbing will be done during remediation.
- We estimate the work will be completed within two (2) days.

Post Remediation Testing

- Post remediation air sampling will be performed. If the results are not acceptable, cleaning and resampling will be performed until the results are at acceptable levels**.**

EXCLUSIONS:

1. Legal costs associated with the collection of contractual funds.

CONDITIONS AND ASSUMPTIONS

The quotation is based on performing the work during the **normal eight (8) hour workday**, Monday through Friday. Any **additional work hours requested in addition to or instead of the suggested hours** of Monday through Friday, along with holiday and Saturday hours must be provided to us in time for adjustments to be made to this quote. BE&C warrants that its services are performed within the limits prescribed by its clients; with the usual thoroughness and competence for

consulting services at the time the services are rendered. No other warranty or representation, either expressed or implied is included or intended in its proposal, contracts, or reports.

BE&C reserves to right to subcontract any part in its proposal, contracts, or reports. BE&C's liability shall be limited to injury or property damage caused by the negligence of BE&C. BE&C has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or conditions at the site, and/or which may arise in the future. The compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by such substances or conditions.

PROPOSAL AGREEMENT:

For budgetary purposes, based on the scope of work provided and our estimated time onsite, we estimate the total cost as follows:

Mold Remediation	**$1,700.00**
Clearance	**$ 500.00**
TOTAL	**$2,200.00**

Payment terms: ½ down at commencement and final payment due upon completion of job.
Accepted methods of payment: check or credit card (3% CC charge processing fee will apply)

GENERAL:

Our quotation remains in effect for up to thirty (30) days from the date of the proposal. If the proposal is not accepted within that period, it may be extended at the price quoted, or withdrawn, revised and resubmitted at our option. Any revision in pricing would be made to compensate BE&C for changes in price indices and pay scales applicable to the services rendered.

The client is expected to furnish BE&C with full information as to the client's requirements including any special or extraordinary services needed. The client will make available all pertinent existing data, drawings, blue prints, renovation contracts, Phase I reports and any other environmental reports or inspections.

This Proposal/ Agreement represents the entire understanding between BE&C and the client in respect of the proposal and may only be modified in writing signed by both parties.

The owner or owner's representative will be responsible for coordinating access for BE&C to perform the required work. We can schedule the work at the site in accordance with a schedule that is mutually agreed upon by all involved parties.

BE&C is pleased to have this opportunity to provide these services to your firm. Acceptance of this Proposal/Agreement will be indicated by the return to BE&C of a full copy of this Proposal/Agreement, with the client acceptance form (attached) completed and signed by the client or client's representative.

If you have any questions or comments regarding this proposal, please do not hesitate to contact us at (301)-300-6965 or via email at contacts@bostonenvinc.com.

Respectfully,



Henry J. Cooper
Operations Manager

Boston Environmental & Contracting, Inc.

Client Acceptance Form

Proposal:	Mold Remediation
Proposal Date:	November 21, 2019
Proposal Number:	**2019-BE&C-MR-2630**
Client:	Tiffani Jones
Location:	1001 Tanner Pl SE, Washington, DC 20032

PROPOSAL AGREEMENT:

For budgetary purposes, based on the scope of work provided and our estimated time onsite, we estimate the total cost as follows:

Mold Remediation	**$1,700.00**
Clearance	**$ 500.00**
TOTAL	**$2,200.00**

Payment terms: 1/2 down at commencement and final payment due upon completion of job.
Accepted methods of payment: check or credit card (3% CC charge processing fee will apply)

Accepted this ____ day of_____, 2019.

For: Tiffani Jones

Signature: _____

Name (please print) _____

Title: _____

McLean Legal Group

1629 K Street, NW, Suite 300 Washington, D.C. 20006

202-204-2234 (Office) 703-488-0852 (Cell)

contact@mcleanlegalgroup.com

November 26, 2019

James M. Sack

Secretary/General Counsel

NVR, Inc.
Plaza America Tower I
11700 Plaza America Drive Suite 500
Reston, Virginia 20190

703-956-4000

Re: Pre-Litigation Settlement Proposal

Tiffani Jones, property owner

1001 Tanner Place, SE

Washington, D.C. 20032

Dear Mr. Sack:

My name is Pamela McLean and I represent Tiffani Jones and her family. I am writing you in an effort to resolve a personal injury/breach of contract claim without protracted litigation. This claim is against Ryan Homes and NVR, Inc. Mrs. Jones and her family entered into a contract with Ryan Homes for the construction of their home on 02/28/2016. Closing occurred on 10/18/201616. Construction of their new home began approximately on 07/06/2016. Construction ended approximately 9/12/16. Mrs. Jones, her husband and two young daughters moved into the home on 11/03/2016. Mrs. Jones subsequently became pregnant with her third child after they family moved into the home. Both Mrs. Jones and her newborn son have had substantial medical incidents which could all substantially be related to the presence of toxic mold in their home.

Toxic mold has been found in my client's home. A leak was first reported on 02/17/2017. AS you are probably aware, property owners must use a licensed indoor mold assessment professional to assess the mold, and a licensed indoor mold remediation professional to remediate any indoor mold growth. (Air Quality Amendment Act of 2014; D.C. Municipal Regulations, Title 20, Chapter 32). D.C. laws also specify that if any inspection reveals indoor mold contamination – 10 square feet or more – then the property owner must use a licensed indoor mold assessor and a licensed indoor mold remediator. (D.C. Code § 8-241.04(b); 20 DCMR § 3201.8, 3206.2, 3206.6). The Air Quality Amendment Act of 2014 (Public Law No. 20-135, D.C. Code §§ 8-241.01-8-241.09) defines mold broadly as "living or dead fungi or related products or parts, including spores hyphae, and mycotoxins, on an interior surface of a building, including common spaces, utility spaces, HVAC, or other systems." (D.C. Code § 8-241.01(4)) DOEE regulations set the threshold at 10 square feet or more in an "affected area," defined as in close proximity or likely impacted by the same water source. (20 DCMR § 3200.2). My clients acted in full compliance with these statutes and discovered the presence of toxic mold in the house.

If we were to file suit against the aforementioned parties, the lawsuit would be based on the following causes of action:

a) Breach of contract
b) Breach of implied warranties of habitability
c) Breach of express warranties
d) Negligence
e) Negligent misrepresentation
f) Unfair and deceptive trade practices
g) Fraud

To date, damages include:

a) Mold inspection/remediation - $2200.00
b) Construction repair estimate - $20,700.00
c) Medical - $350,000.00

This letter serves as a pre-litigation courtesy in an attempt to resolve this claim outside of a court of law. You will find all the necessary documentation attached to this demand letter.

Please contact us after you have reviewed the records to discuss settlement of this claim. If you have any questions, please call 703-488-0852.

Sincerely,

Pamela McLean, Esq.

Gmail

Pamela McLean <mcleanp072@gmail.com>

Fwd: Fw: 1001 TANNER PL SE - DC Water Tracking 16-399023

1 message

McLean Legal Group <contact@mcleanlegalgroup.com> Mon, Mar 16, 2020 at 12:49 PM
To: Mcleanp072@gmail.com

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
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----- Original Message -----
From:
"Tiffani Jones" <tnjones4444@yahoo.com>

To:
"McLean Legal Group" <contact@mcleanlegalgroup.com>, "Mcleanlegalgroup Service" <service@mcleanlegalgroup.com>
Sent:
Mon, 9 Mar 2020 22:34:15 +0000 (UTC)
Subject:
Fw: 1001 TANNER PL SE - DC Water Tracking 16-399023
Hi Pamela,

Sorry about the other day my phone is broken. I called DC Water (WASA)and below are the notes from wasa which they said ryan homes was required to address before approving the permit. WASA said that ryan homes never responded WASA sent the request to Ryan Homes 6/21/16....

I also found the attached permit on DCRA's website - not sure if the permit will be helpful....

Thanks,

Tiffani Jones | Managing Director
(P) 202-741-5646|(P) 240-512-4005 (M) 240-593-5195

Karters Medical Supply
8957 Edmonston Rd. Suite M
Greenbelt MD, 20770
www.kartersmedical.com

----- Forwarded Message -----
From: Vahid Bilvardi <vahid.bilvardi@dcwatercom>
To: Tiffani Jones <tnjones4444@yahoo.com>
Sent: Thursday, March 5, 2020, 12:29:07 PM EST
Subject: RE: 1001 TANNER PL SE - DC Water Tracking 16-399023

OK no problem.

Best Regards



Vahid Bilvardi I Supervisor, Developer Review I Permit Operations I District of Columbia Water and Sewer Authority I 1100 4th Street, SW, 3rd Floor, Suite 310 I Washington, DC 20024 I Direct : (202)-646-8614 I Ext: 28614 I vbilvardi@dcwater.com I

From: Tiffani Jones [mailto:tnjones4444@yahoo.com]
Sent: Thursday, March 5, 2020 12:27 PM
To: Vahid Bilvardi <Vahid.Bilvardi@dcwater.com>
Subject: Re: 1001 TANNER PL SE - DC Water Tracking 16-399023

EXTERNAL EMAIL, PLEASE USE CAUTION BEFORE CLICKING A LINK OR OPENING AN ATTACHMENT

My apologies we got disconnected thanks for everything I will be in touch after I get the plans

Tiffani Jones | 240-593-5195

On Thursday, March 5, 2020, 12:17:25 PM EST, Vahid Bilvardi <vahid.bilvardi@dcwater.com> wrote:

Ms. Jones

Here are some info for you.

The following email is the only contact info for this project as expediter.

DMOSS@MCKEEVER-SERVICE.COM

The following is your project address and the address of the expediter company.







Best Regards

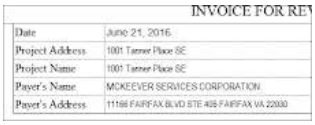
Description: image002

Vahid Bilvardi | Supervisor, Developer Review | Permit Operations | District of Columbia Water and Sewer Authority | 1100 4th Street, SW, 3rd Floor, Suite 310 | Washington, DC 20024 | Direct : (202)-646-8614 | Ext: 28614 | vbilvardi@dcwater.com |

IMPORTANT NOTICE:
The security of electronic mail sent through the Internet is not guaranteed. **DC WATER** therefore recommends that you do not send confidential information to us via electronic mail, including social security numbers, account numbers, and personal identification numbers unless instructed to do so through a secured site. Delivery, and timely delivery, of electronic mail is also not guaranteed. **DC WATER** also recommends that you do not send time-sensitive or action-oriented messages to us via electronic mail unless instructed to do so.

5 attachments

image001.gif
3K


INVOICE FOR RE

Date	June 21, 2016
Project Address	1001 Tanner Place SE
Project Name	1001 Tanner Place SE
Payer's Name	MCKEEVER SERVICES CORPORATION
Payer's Address	11166 FAIRFAX BLVD STE 405 FAIRFAX VA 22030

image002.png
9K



image003.png
35K



image004.png
56K

1001 tanner place se permit 2007.pdf
303K

Gmail **Pamela McLean <mcleanp072@gmail.com>**

Fwd: Fwd: Medical Expert Witnesses/Patient Tiffani Jones

1 message

McLean Legal Group <contact@mcleanlegalgroup.com> Tue, Jul 20, 2021 at 1:31 PM
To: Mcleanp072@gmail.com

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
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----- Original Message -----
From:
"McLean Legal Group" <contact@mcleanlegalgroup.com>

To:
pittickathra@mfa.gwu.edu
Sent:
Mon, 31 Aug 2020 17:00:50 -0400
Subject:
Fwd: Medical Expert Witnesses/Patient Tiffani Jones

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
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----- Original Message -----
From:
"McLean Legal Group" <contact@mcleanlegalgroup.com>

To:
foconnell@mfa.gwu.edu, pittickathra@gwu.edu
Sent:
Mon, 31 Aug 2020 16:43:36 -0400
Subject:
Medical Expert Witnesses/Patient Tiffani Jones
Good afternoon,

My name is Pamela McLean. I'm the attorney for Tiffani Jones. Mrs. Jones is currently involved in litigation with her home builder concerning the detrimental effects of mold in her home. Mrs. Jones was attended by several of your physicians during her last pregnancy and following the premature delivery of her son, Michael. We'd like to request expert witness statements from the doctors who took care of Mrs. Jones and/or her son. Mrs. Jones has been trying to reach these physicians. Please have them just make a brief statement regarding Mrs. Jones health and the health of her infant son, Michael, based on her medical records and their own observations when they treated her. A list of the treating physicians is below. Thank you.

Dr. Arnell M. Jones
Dr. Bruce Campbell
Dr. Sonal Batra
Dr. Yousuf Dawood
Dr. Jane E. Germano
Dr. Mehmet Bayraktar
Dr. Monisha Bahri
Dr. Mahmoud Kheirbek
Dr. Zacharia Cherian

Pamela McLean, Esq.
McLean Legal Group
1629 K Street, NW, Suite 300
Washington, D.C. 20006
Office: 202-204-2234 Cell: 703-488-0852
contact@mcleanlegalgroup.com
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Plaintiff: Tiffani Jones
EXHIBIT
TJ31
Case: 1:20-cv-00453 (CKK)
PDFScripting.com

1220 L Street NW
Suite 100-314
Washington, DC 20005

301-300-7566

Savagepros@aol.com

Ken Broughton

Experience

Unbiased Mold Testing — **Washington, DC**

Owner

- Provide property inspections and testing for mold
- Provided mold testing for other independent mold companies (Mold Hackers & Mold Pro)

Over-The-Top Publishing — **Washington, DC**

Owner

- Published/printed computer generated high-end art reproductions for artists from original art on wide-format printer
- Wholesaled art reproductions to galleries nationwide

IBM — **Philadelphia, PA**

Sales Representative

- Sold small computer systems on quota basis to first time businesses
- Managed installation of systems including hardware/software/third-party programmers

General Electric — **Cleveland, OH**

Pilot Production Engineer

- Worked out pre-production problems in pilot-production lamp manufacturing factory
- Coordinated with/through production foremen, design engineers, cost accountants, quality control, and time & motion engineers.

Education

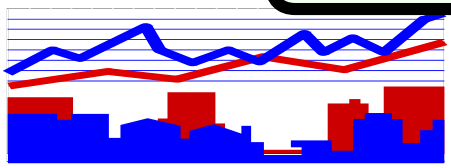
Georgia Tech — **Atlanta, GA**

- M.S. Electrical Engineering

Morehouse College — **Atlanta, GA**

- B.S. Math

Plaintiff: Tiffani Jones
EXHIBIT
TJ29
Case: 1:20-cv-00453 (CKK)
PDFScripting.com



Joe C. Spurgeon, Ph.D.
Certified Industrial Hygienist (1993-2012)
jospur46@gmail.com
714-719-5020

TO: Tiffani Jones

RE: Jones v NRV, Inc.

SUBJECT: Opinions on the Presence of Contaminant Mold in the Jones Residence

DATE: June 22, 2021

UNBIASED MOLD INSPECTION & TESTING REPORT

Inspector: Ken Broughton
Inspection Date: 10/29/2019

Table 1. Airborne Sample Results.

	OUTSIDE	BATHROOM
Basidiospores	1,330	897
Chaetomium	ND	104
Cladosporium	897	312
Pen/Asp	ND	741
TOTAL	2,660	2,070

Opinion 1. Contaminant indoor mold spores (*Chaetomium, Penicillium/Aspergillus*) were present in the Master Bathroom air that exceeded the outdoor concentrations.

Opinion 2. The Allergenco-D sampler that was used to collect *Chaetomium* is inefficient. On average, it only collects about one of every 20 spores that are present in the air. The 104 spores/m^3 detected in the Master Bathroom suggested that 2,080 spores/m^3 were probably present when the sample was collected.

Table 2. Bathroom Shower Swab, Surface Sample.

Pen/Asp	Very Light (21 – 100)
Hyphal Fragments	Light (101 – 1,000 spores)
Chaetomium	Moderate (1,000 – 10,000_
Analyst Impression	Fungal Growth

Opinion 3. The laboratory analyst identified fungal growth at the location the surface swab sample was collected. The fungal growth included the indicator mold (*Chaetomium* and *Penicillium/Aspergillus*).

Ox Pond Industries Incorporated

Microbial Evaluation
December 18, 2019

SITE OBSERVATIONS

Approximately two years prior to our evaluation [2017], a leak occurred near the bench in the shower in the master bathroom. The leak was repaired but apparently not remediated.

Opinion 4. Water intrusions, and therefore contaminant mold, was impacting the Jones residence since 2017. The contaminant mold was apparently not remediated in 2017, but remained as a potential source of occupant exposure.

An unrelated leak occurred approximately one year later [2018]. The source of the leak was further investigated and included the removal of the shower pan and portions of the adjacent walls. Visible fungal growth was discovered on wooden sheathing and framing materials that abut the shower.

Opinion 5. Water intrusions had continued to impact the Jones residence during the period 2017-2018, which resulted in the active growth of contaminant mold and the continued potential for chronic occupant exposure.

During our evaluation [2019], water staining was evident on the gypsum drywall ceiling in the living room below the master bathroom,

Opinion 6. Plumbing leaks in the 2nd floor Master Bathroom, and the resulting mold growth, had impacted the subflooring, ceiling joists, 1st floor ceiling, and possibly the 1st floor flooring beneath the damaged ceiling.

Holes [in the Living Room ceiling] had been cut to provide visual access.

Opinion 7. The 1st floor ceiling cavity had been left open, allowing any contaminant mold within the cavity to reach the breathing zones of the occupants, resulting in the potential for chronic occupant exposures.

No visible fungal growth was observed [in the Living Room ceiling cavity], and the ceiling materials were dry.

Opinion 8. Mold colonies are visible, but contaminant mold spores are not visible with the unaided eye without sampling. Whether or not the surfaces within the ceiling cavity were contaminated could not be determined without surface sampling.

Staining was present on wooden surfaces in the master bathroom where mold remediation had been completed.

Opinion 9. This was evidence that previous efforts to remove contaminant mold were ineffective, and that an occupant exposure potential continued to exist.

The exterior oriented strand board (OSB) plywood sheathing on the wall that abuts the shower was observed to be warped as a result of the leak.

Opinion 10. This was evidence that previous efforts to remove contaminant mold were ineffective, and that an occupant exposure potential continued to exist.

Joe Spurgeon

Joe C. Spurgeon, Ph.D.

Plaintiff: Tiffani Jones
EXHIBIT
TJ28
Case: 1:20-cv-00453 (CKK)
PDFScripting.com

JOE C. SPURGEON, Ph.D., MBA

Certified Industrial Hygienist (1993-2012)

814 E. 50th St.
Tifton, GA 31794

Phone: 714-719-5020
E-mail: jospur46@gmail.com
Web Site: expertonmold.com

EDUCATION

MBA	Real Estate Finance and Entrepreneurial Management The Wharton School; University of Pennsylvania, Philadelphia, PA.; 1981
Ph.D.	(A) Environmental Health, Graduate School of Public Health (B) Analytical Chemistry, Graduate School of Chemistry Air Pollution Fellow, University of Pittsburgh, Pittsburgh, PA.; 1972
B.S.	Major: Chemistry Minor: Mathematics Indiana State University, Terre Haute, Ind.; 1968

MOLD INVESTIGATIONS

Microbial investigations [mold, allergens]; Sick Building Syndrome; Indoor Air Quality

- 40-story office tower, New Orleans, LA
- Hotels: Anaheim, CA, Garden Grove, CA; Santa Monica, CA
- University library, Orange, CA
- Recording studios, Los Angeles (three)
- NOAA headquarters, 3 office towers, Silver Spring, MD
- US EPA Region VIII ESD Laboratory, Golden, CO
- University of North Carolina, Chapel Hill, NC
- US DOT headquarters building, Wash., DC
- US EPA headquarters building, Wash, DC
- Legionella response, Lead IH, SSA Western Process Center, Richmond, CA
- Day care centers & Pre-schools
- 20 residences in metropolitan Houston, TX.
- 80-unit apartment complex, Bakersfield, CA
- 100-unit condominium complex, Los Angeles, CA
- 200-unit condominium complex, Santa Ana, CA.
  Frank Sinatra residence, Palm Springs, CA
- Steven Spielberg, Movie Props, Warehouse, Santa Monica, CA
- Erin Brokovich residence, Agoura Hills, CA. [featured on “48 Hours”]
- Frank Lloyd Wright house, Virginia Beach, VA
- Gerald Ford residence, Fairfax, VA

Hospitals and healthcare facilities: nosocomial infections and chemical surveys

Community hospital, facility water intrusion, San Bernardino County, CA
Research hospital, Legionella & CCR Title 22 water quality survey. Los Angeles, CA
- Community hospital, Legionella & CCR Title 22 water quality survey, Simi Valley, CA
- Community hospital, 2-year construction project, Redlands, CA
- Research hospital, nosocomial infections, Los Angeles, CA
- 80-bed elderly health care facility, mold remediation, Claremeont, CA
- Research hospital, construction project, Los Angeles, CA

Assessment of exposure hazards in the workplace, the home, and the environment

Wildfire smoke, residential properties, Bastrop, TX
Contents, US Air Flight 1549 ["Miracle on the Hudson"], Ft. Worth, TX
- Research hospital, exposure compliance sampling, Los Angeles, CA
- CDC/ATSDR, Atlanta, GA.: Performed health assessments on populations living near Superfund sites in the western US
- Developed and implemented an exposure assessment program for chemical, physical, and biological hazards in ten regional US EPA laboratories
- Residential Initiative on Indoor Air Quality: Manager, US EPA
- Combustion Toxicology Laboratory: Manager, FAA Research Center
- Lead Paint Poisoning Program: Research Chemist, NBS/NIST

PROFESSIONAL WORK EXPERIENCE

Joe Spurgeon dba Bayshore Environmental; Tifton, GA; Consultant, microbial indoor air quality

Bayshore Environmental, Inc.; Placentia, CA.; Consultant, microbial indoor air quality

Pacific Health & Safety, Inc.; Irvine, CA; Manager of Microbial Services; residential and commercial

US Public Health Service, Division of Federal Occupational Health; Washington, DC; Contract Consultant, CIH; major IAQ investigations and EPA Laboratory Exposure Assessment Program

US Environmental Protection Agency, Indoor Air Division; Washington, DC.; Project Manager: Residential Initiative on Indoor Air Quality; Environmental Scientist

Centers for Disease Control and Prevention, **Agency for Toxic Substances & Disease Registry**, Atlanta, Ga.; Division of Health Assessment & Consultation; Environmental Health Scientist

Social Security Administration, Baltimore, Md.; Division of Environmental Protection and Safety,

Environmental Protection and Safety Branch; Senior Industrial Hygienist

Baywind Associates, Inc.; Baywinds Realty, Inc., Chesapeake, VA; licensed Class A general contractor, residential builder

Bayshore Environmental Laboratory, Inc., Chesapeake, VA; Asbestos laboratory; consultant in asbestos and lead-based paint

Federal Aviation Administration (DOT), National Technical Center, Atlantic City, N.J.; Aircraft Safety Division, Fire Safety Branch; Manager, Combustion Toxicology Laboratory.

National Institutes of Science & Technology (NBS), Gaithersburg, Md.; Lead Paint Poisoning Program; Research Chemist; internal consultant to HUD on toxic metals in coatings

BOOKS

Using Airborne Mold Spores to Assess The Condition of Indoor Air: Guidelines for Assessing Building-related Contamination and Occupant Exposure Potential; Joe C. Spurgeon; www.expertonmold.com , Dec., 2018.

Interpreting Mold Samples: A Workbook of Example Projects; Joe C. Spurgeon; www.expertonmold.com , May, 2017.

Toxic Mold in Your Home: A Guide for Consumers; Joe C. Spurgeon, www.expertonmold.com , August, 2015.

The Collection and Interpretation of Indoor Mold Samples: A Comparison of Methods; Joe C. Spurgeon; www.expertonmold.com , May, 2015.

ADDITIONAL TRAINING

Toxicology:

Inhalation Toxicology (Lovelace Research Institute)
Toxicology of Heavy Metals (Univ of North Dakota)
Essentials of Toxicology (NIH/NCI Graduate School, Bethesda, MD)

Exposure Assessments:

Risk Assessment Symposium; AIHA, Nashville, TN
Risk Assessment Methods: A Tool Box; AIHA, PDC # 442
Workplace Exposure Assessment (Workbook) ; PDC # 440, Atlanta, GA.
Exposure Assessment Strategies and Statistics; AIHA PDC # 702, Houston, TX
Basic Exposure Assessment Modeling; UNC/AIHA Summer Institute, Norfolk, VA
Intermediate Exposure Assessment Modeling; UNC/AIHA Summer Institute, Norfolk, VA

Laboratory Analysis of Fungal Spores:

Advanced Microscopic Identification of Fungal Spores (McCrone)
Identification of Cultured Fungi (McCrone)
Intermediate Microscopic Identification of Fungal Spores (McCrone)
Introductory Identification of Fungal Spores (McCrone)

Indoor Air Quality Courses:

Construction Failure Investigations (RestCon)
Building Sciences Clinic (Lstiburek, Straube)
Statistical Methods for Mold Air Sampling Data (AIHA)
Air Sampling for Mold - A Litigation Perspective (AIHA)
Moisture Control In Construction (Lstiburek)
Investigating and Assessing Microbiological Contamination in the Indoor Environment
Developing Remediation Strategy and Writing Specifications for Mold Abatement
Microbial IAQ Problems in Hot and Humid Climates
Strategies for Conducting Microbial IAQ Investigations (AIAQC)
Microorganisms in Indoor Air (AIHA)
Aerobiology of Indoor Environments (Harvard)
Microbiological Procedures for Indoor Air Quality Surveys (MAEHRC)
Microbiological Sampling and Assessment of Indoor Environments (MAEHRC)
Advanced Instrumentation and Sampling Methodology for IAQ (MAEHRC)
Reading and Understanding Blueprints from an IAQ Perspective (MAEHRC)
HVAC System Performance and Indoor Air Quality (MAEHRC)
How to Conduct an Indoor Air Quality Investigation (AIHA)

Health Care Facility Courses

EH&S for Healthcare, PDC 404, AIHce, Philadelphia, PA (06-03-07)

Indoor Air Quality Conferences:

23rd IAQA Conference & Exposition, W Palm Beach, FL, Feb, 2020
Health Buildings Summit, Seven Springs, PA, Oct., 2019
Health Buildings Summit, Seven Springs, PA, Oct., 2018
Health Buildings Summit, Seven Springs, PA, Oct., 2016
19th IAQA Conference & Exposition, Orlando, FL, Jan, 2016
Health Buildings Summit, Seven Springs, PA, Oct., 2015
18th IAQA Conference & Exposition, Grapevine, TX, May, 2015
SLOAN Conference: Microbiology of the Built Environment, Boulder, CO, June, 2014
17th IAQA Conference & Exposition, Nashville, TN, March, 2014
16th IAQA Conference & Exposition, Orlando, FL, March, 2013
11th International Conference on IAQ and Climate; ISIAQ, Austin, TX; June, 2011
American Industrial Hygiene Association Conference; Portland, OR; May, 2011
American Industrial Hygiene Association Conference; Denver, CO; June, 2010
American Industrial Hygiene Association Conference; Minneapolis, MN; June, 2008
UCLA; Mold: Current State of the Medical and Environmental Science 2008; 02/26-28/08
American Industrial Hygiene Association Conference; Philadelphia, PA; June, 2007

ASTM Conference: Bringing Science to Bear on Moisture and Mold in the Built Environment; Boulder, CO; July, 2006
American Industrial Hygiene Association Conference; Chicago, IL; May, 2006
American Industrial Hygiene Association Conference; Anaheim, CA; May, 2005
American Industrial Hygiene Association Conference; Atlanta, GA; May, 2004
Mold Remediation: The Quest for National Consensus, ACGIH, Orlando, FL; Nov., 2003
5th International Conference on Bioaerosols; Saratoga Springs, N.Y., Sept., 2003
Environmental Mold Symposium; AIHCE, Dallas, TX, May, 2003
Indoor Air Quality Symposium; AIHCE, Dallas, TX, May, 2003
American Industrial Hygiene Association Conference; Dallas, TX, May, 2003
9th International Conference on IAQ and Climate; ISIAQ, Monterey, CA, June, 2002
American Industrial Hygiene Association Conference; San Diego, CA, May, 2002
Indoor Air Quality Conference; AIAQC, Orlando, FL, April, 2002

ASBESTOS LICENSES AND TRAINING (not current)

Abatement Supervisor; Project Designer; Project Monitor; Inspector/Management Planner
NIOSH 582: Microscopy of Airborne Asbestos Samples;
McCrone PLM: Microscopy of Bulk Asbestos Samples.

INSTRUCTOR

- Assessing Indoor Environments for Mold; IAQ Training Institute, Greenville, SC, June 27, 2021
- Assessing Indoor Environments for Mold; Health Buildings Summit, 7 Springs, PA, Oct. 2019
- Assessing Indoor Environments for Mold; IAQ Training Institute, Greenville, SC, Dec. 12, 2019
- An Advanced Course in Assessing Indoor Mold; IAQTI, Greenville, SC, May 9, 2019
- Interpreting Mold Samples: A Workbook; IAQ Training Institute, Richmond, VA, Dec. 6, 2017
- Methods for Interpreting Airborne Mold Samples; IAQA Webinar Series, May 18, 2016
  The Collection and Interpretation of Indoor Mold Samples (# 18256), IAQA Expo, Jan, 2016
  A Comparison of Sampling and Data Interpretation Methods for Mold, IAQA Expo, May, 2015
  Sampling and Data Interpretation Methods for Mold: An Advanced Course, IAQA, March, 2014
  Using qPCR in Mold Investigations, IAQA Workshop, Santa Ana, CA, November 8, 2008.
- Elements of a Residential Mold Investigation, IAQA Workshop, Fremont, CA, June 21, 2006.
- Sampling Methods for Mold, IAQA Workshop, Fremont, CA, June 21, 2006
- Conducting Mold Investigations as Exposure Assessments; J. Spurgeon, F. Wu., AIHce, PDC # 408, Chicago, IL; May 14, 2006.
- How One Expert Witness Conducts Mold Investigations; J. Spurgeon, F. Wu. Environmental Information Association Conference, Phoenix, AZ, March 25, 2006.
- An Overview of Sampling Methods for Fungal Contaminants; AIAQC Workshop; Skirball Center, Los Angeles, CA; July 16, 2003.
- Inspection and Sampling of Residential Properties for Mold and Allergens; Santa Ana, CA, December 12-14, 2002; April 17-19, 2003; Fullerton, CA, July 25-26, 2003 [CRMI Certification]
- How One Expert Witness Conducts Mold Investigations; J. Spurgeon. Environmental Information Association Conference, Savannah, GA, March 23, 2003.
- An Exposure Assessment Strategy for Laboratories; AIHce, PDC # 301, Orlando, FL., 2000.

- Asbestos Abatement Worker/Supervisor Course; EPA approved, 1990 - 93.
- Lead-paint Abatement Worker/Supervisor Course; 1990 - 93.
- Investment Real Estate; Century 21 Real Estate of the Mid-Atlantic States, 1984 - 89.

PEER REVIEWED PUBLICATIONS

Spurgeon, J.; Research to Practice: Methods for Assessing Mold-Contaminated Soft Surfaces; Cleaning Science Quarterly, Vol 1(2), 2019.

Spurgeon, J.; Post-Restoration Verification of Wildfire Smoke Contaminants; J. Cleaning, Restoration and Inspection, 28-34, Winter, 2017.

Spurgeon, J.; An Examination of Sampling Methods for Assessing the Conditions of Carpets and Soft-Surface Items; Journal of IICRC, 3(2):20-27, 2016.

Spurgeon, J.; A Comparison of Replicate Field Samples Collected with the Bi-Air, Air-O-Cell, and Graesby-Andersen N6 Bioaerosol Samplers; Aerosol Science & Technology, 41(7):761-769, 2007.

Spurgeon, J.; A New Filter Cassette for the Direct Microscopic Examination of Airborne Fungal Spores; Aerosol Science & Technology, 40(11):1025-1033, 2006.

Spurgeon, J.; A Sampling Method for Comparing Fungal Concentrations in Carpets; AIHAJ, 64(6):842-845), Nov/Dec, 2003.

Spurgeon, J.; A Method for Detecting Fungal Contaminants in Wall Cavities; AIHAJ, 64(1):40-47, Jan/Feb., 2003.

PEER REVIEWED TECHNICAL PRESENTATIONS

Post-Remediation Sampling for Wildfire Smoke Contaminants. J. Spurgeon; IAQA Expo, Presentation 18284, Jan 24-27, 2016, Orlando, FL.

Criteria for Assessing Building Contamination and Occupant Exposure. J. Spurgeon; IAQA Expo, Presentation 18263, Jan 24-27, 2016, Orlando, FL.

An Opinion on the Quality of Mold Data. J. Spurgeon; Sloan Conference: Microbiology of the Built Environment; Univ of Colorado; June 6, 2014.

A New Method for Detecting Low Concentrations of Airborne *Aspergillus* in HEPA Filtered Hospital Air. J. Spurgeon, K. Lin, G. Spahr; ISIAQ, Paper 270, June 7, 2011, Austin, TX.

A comparison of The Air-O-Cell Slit Impaction Cassette and Bi-Air Filter Cassette for the Collection of Total Airborne Fungal Spores. J. Spurgeon; AIHce 2008, PO 128,, June 4, 2008, Minneapolis, MN

Differentiating between Clean and Moldy Indoor Environments Based on Airborne *Asp/Pen* Spore Concentrations. J. Spurgeon, D. Bridge, M. Krotenberg; AIHce 2008, PO 128, June 4, 2008, Minneapolis, MN

Concentrations of Airborne *Asp/Pen* Spores in Critical Care Areas of Hospitals as Measured by Spore Counts and qPCR. J. Spurgeon, K-T Lin, G. Spahr; AIHce 2008, PO 110, June 2, 2008, Minneapolis, MN

Interpreting indoor Concentrations of Airborne Mold; J. Spurgeon; Session: Mold Exposure Assessment and Evaluation: PO 104, Paper 26; AIHCE, Anaheim, CA, May 23, 2005.

Field Performance of the Bi-Air Cassette for Collecting Airborne Mold Spores; J. Spurgeon; Indoor Air Quality: PS-404, Paper 307; AIHCE, Anaheim, CA, May 24, 2005.

A Method for Sampling Fungal Contaminants in Carpets and Soft Surfaces; J. Spurgeon; Mold Sampling Methods, Podium Session 122, Paper 156; AIHCE, Dallas, TX, May 14, 2003.

A Method for Collecting TWA Samples of Airborne Fungi and Fungal Spores; J. Spurgeon; Mold Sampling Methods Podium Session 122, Paper 159; AIHCE, Dallas, TX, May 14, 2003.

A Method for Sampling Fungal Spores and Culturable Fungi in Wall Cavities: J. Spurgeon; PS 401, Paper 247; AIHCE, Dallas, TX, May 12, 2003.

Analysis of Bioaerosol Data Using Exposure Assessment Statistics; J. Spurgeon. Roundtable 249: Forum on Bioaerosol Sampling; AIHCE, Orlando, FL., May 25, 2000.

A Method for Assessing Exposures in Chemical Laboratories; J. Spurgeon. Paper 313, Technical Session 140: Laboratory Health and Safety; AIHCE, Orlando, FL., May 25,2000.

TECHNICAL PRESENTATIONS

Concepts in the Sampling of Wildfire Smoke Residues, IAQA Australia, Virtual, Feb. 2, 2021.

Assessing Mold in Surface Dust: An Alternative to ERMI Scores; IAQA Conference, W Palm Beach, FL, Feb. 2020.

Using Airborne Mold Samples to Objectively Assess Condition Using Numerical Guidelines; IAQ Radio, Nov. 30, 2018.

A Method to Assess the Condition of Indoor Air; J. Spurgeon, Health Buildings Summit, Seven Springs, PA, Oct 25, 2018.

Post-Remediation Verification: Inspection and Sampling; J. Spurgeon, Health Buildings Summit, Seven Springs, PA, Oct 25, 2018.

Post-Restoration Sampling of Wildfire Contaminants; J. Spurgeon, IAQA Chapter, Atlanta, GA, May, 2018.

Indoor Mold: To Sample or Not to Sample; J. Spurgeon, IAQA Chapter, Atlanta, GA, May, 2017.

The Collection and Interpretation of Indoor Mold; J. Spurgeon, So Florida Indoor Environmental Science Forum, Ft. Lauderdale, FL, Feb. 26, 2016.

The Collection and Interpretation of Indoor Mold: Selected Topics; J. Spurgeon, Healthy Buildings Summit, Seven Springs, PA, Oct. 1, 2015.
Assessing the Condition of Indoor Air; IAQ Radio, July, 2015.

A Discussion of Selected Mold Sampling Methods; J. Spurgeon, IAQA Chapter, Atlanta, GA, March, 2014.
Elements of an Exposure Assessment Strategy; J. Spurgeon, 17th Annual Meeting, IAQA, Nashville, TN, March 17, 2014.

Effects of Sampling Time on the Quality of Airborne Data; J. Spurgeon, 16th Annual Meeting, IAQA, Orlando, FL, Feb. 28, 2013.

Indoor-Outdoor Comparisons and the Quality of Airborne Data; J. Spurgeon, D. Bridge; 16th Annual Meeting, IAQA, Orlando, FL, Feb. 28, 2013.

Detection of Wildfire Contaminants in Homes; J. Spurgeon, 16th Annual Meeting, IAQA, Orlando, FL, Feb. 28, 2013.

Correlations Between the Level of Indoor Airborne Fungal Spores and Surface Mold Growth; F. Wu, S. Huang, J. Spurgeon; IAQA 12th Annual Meeting, Ft. Worth, TX, Feb. 24-26, 2009.

Using ERMI and qPCR in Mold Investigations; J. Spurgeon; IAQA Workshop, Irvine, CA, November 8, 2008.

Sampling Time: The “New” Concept in Collecting and Interpreting Airborne Mold Samples; J. Spurgeon, Harris Martin Mold Conference, San Francisco, CA, Sept. 21, 2007.

Comparison of Indoor and Outdoor Airborne Spore Concentrations in Residential Buildings; J. Spurgeon, D. Bridge, M. Krotenberg; ASTM Conference: Bringing Science to Bear on Mold, Boulder, CO, July 28, 2006.

The Interpretation of Microbial Data; J. Spurgeon; Environmental Information Association Conference, Phoenix, AZ, March 26, 2006.

Sampling Wall Cavities for Hidden Mold; J. Spurgeon; Round Table 211: Detecting Hidden Mold in Water Damaged Buildings; AIHCE, Atlanta, GA, May 11, 2004.

Mold and the Remediation Contractor; J. Spurgeon; Environmental Information Association, Orange County Chapter; June 18, 2002.

Assessment of Microbial Contaminants; J. Spurgeon. Mealeys Mold Litigation Conference; Philadelphia, PA., Feb. 8, 2001.

An Overview of the AIHA Exposure Assessment Strategy; Spurgeon, J., Kretchman;. US EPA SHEMD

Conference; Washington, DC; July 22, 1998.

The US EPA Laboratory Exposure Assessment Program; Bushta, D., Morring, K., Spurgeon, J.; Applied Workshop: Occupational and Environmental Exposure Assessments; ACGIH/NIOSH; Chapel Hill, NC; February 24, 1998.

Developing Survey Strategies for Multiple Facilities; Reddinger, C., Spurgeon; J. AIHA Northern California Section Symposium - Reliable Exposure Assessments: How Much Is Enough?; Palo Alto, CA.; March 25, 1998.

The US EPA Laboratory Exposure Assessment Program; Spurgeon, J. US DOE Symposium - Worker Exposure during Site Remediation; Columbia, MD.; September 10, 1997.

MOLD PUBLICATIONS

Spurgeon, J.; An Opinion on Assessing the Health Effects of Mold; COLUMNS-Mold, HarrisMartin Publishers, Berwyn Park, PA; p. 4, February, 2007.

Spurgeon, J., Bridge, D., Krotenberg, M.; An Alternative Method for Interpreting Airborne Spore Concentrations. Micro Examiner, Aemtek, Inc., April, 2006.

Spurgeon, J.; Do the New York City Mold Remediation Guidelines Protect Maintenance Personnel?; COLUMNS-Mold, HarrisMartin Publishers, Berwyn Park, PA; Vol. 4, p. 4, Nov., 2004.

Spurgeon, J.; Questions Everyone Should Ask Before Hiring a Mold Consultant; Environmental Health & Safety Solutions, Olney, MD., Vol. 5, # 2, p. 4; March/April, 2004.

Spurgeon, J.; The Interpretation of Airborne Data: Parts 1, 2, 3 and 4; COLUMNS-Mold, HarrisMartin Publishers, Berwyn Park, PA; Vol. 4, March/April/May/June, 2004.

Spurgeon, J.; Sampling Carpets and Soft-surfaces for Fungal Contaminants: Sampling and the Clean v. Discard Dilemma; COLUMNS-Mold, HarrisMartin Publishers, Berwyn Park, PA; (Vol. 3, # 2, p. 4, Dec., 2003).

Spurgeon, J.; The Collection and Interpretation of Wall Cavity Samples; COLUMNS-Mold, HarrisMartin Publishers, Berwyn Park, PA; (Vol. 3, # 1, p. 58; Nov., 2003).

Spurgeon, J.: Sampling for Mold Remediation; Indoor Environment Connections, Vol 3, # 11 (November, 2002); Indoor Environment Communications, Kensington, MD.

PREVIOUS TECHNICAL PUBLICATIONS

Ion Chromatographic Analysis of Thermal Decomposition Products of Aircraft Interior Materials; J. Spurgeon, L. Speitel; *Ion Chromatographic Analysis of Environmental Pollutants*, Vol. 2, Edited by J. Mulik, E. Sawicki; Ann Arbor Science Publishers, 1979.

A Procedure for Electronically Monitoring Animal Response Parameters Using the Rotating Wheel; J. Spurgeon, R. Feher; J. Combustion Toxicology, Vol. 6, p. 198, August, 1979.

Laboratory Fire Tests of Cabin Materials Used in Commercial Aircraft; C. Sarkos, J. Spurgeon, E. Nicholas; J. of Aircraft, 16(2), 78, 1979.

The Correlation of Animal Response Data with the Yields of Selected Thermal Decomposition Products for Typical Aircraft Interior Materials; J. Spurgeon; Report FAA-RD-78-131, November, 1978.

Industrial Hygiene Survey: Irritant Analysis in the Nickel/Cadmium Battery Charging Facility in Building 301; J. Spurgeon, L. Speitel, S. Sternik; Report NA-136-LR, May, 1978.

Modification of the CAMI Rotating Animal Wheel for Use in Full-Scale Fire Tests; J. Spurgeon, R. Feher; Report FAA-NA-22-LR, April, 1978.

A Preliminary Comparison of Thermal Decomposition Products of Aircraft Interior Materials Using the NBS Smoke Chamber and the Combustion Tube Furnace; J. Spurgeon, L. Speitel, R. Feher; Report FAA-RD-77-123, March, 1978.

Industrial Hygiene Survey: The Thermal Stability and Decomposition Products of a Neoprene Foam Pipe Insulation; J. Spurgeon, L. Speitel; Report NA-131-LR, February, 1978.

Fire Testing of Cabin Materials Used in Commercial Aircraft; C. Sarkos, J. Spurgeon, E. Nicholas; Report FAA-NA-77-53, September, 1977.

Thermal Decomposition Products of Nylon Upholstery Fabric; J. Spurgeon; Report FAA-NA-129-LR, August, 1977.

Oxidative Pyrolysis of Aircraft Interior Materials; J. Spurgeon, L. Speitel, R. Feher; J. Fire & Flammability, Vol. 8, p. 349, July, 1977.

Thermal Decomposition Products of Aircraft Interior Materials; J. Spurgeon, L. Speitel, R. Feher; Report FAA-RD-77-20, April, 1977.

Determination of Polynuclear Aromatic Hydrocarbons by Anodic Differential Pulse Voltammetry at the Glassy Carbon Electrode in Sulfolane and Acetonitrile as Solvents; J. Coetzee, G. Kazi, J. Spurgeon; Anal. Chem., 48(14), 2170, (1976).

A Procedure for Determining Hydrogen Fluoride Concentrations as a Function of Time in a Combustion Atmosphere; J. Spurgeon, R. Feher; Report FAA-NA-121, April, 1976.

A Composite Combustion Atmosphere for Designing a Toxic Gas Filter for Use in Aircraft Oxygen Masks; J. Spurgeon; Interim Report, March, 1976.

A Preliminary Comparison of Laboratory Methods for Assigning a Relative Toxicity Ranking to Aircraft Interior Materials; J. Spurgeon; Report FAA-RD-75-37, October, 1975.

Comparison of the Combustion Tube Furnace and the NBS Smoke Chamber for Generating Combustion Products Containing Acid Gases; J. Spurgeon; FAA Interim Report, September, 1974.

Response Characteristics of a Portable X-ray Fluorescence Lead Detector: Detection of Lead in Paint; J. Spurgeon; Report NBS-74-231.

Voltammetry of Polynuclear Aromatic Hydrocarbons in Sulfolane as Solvent; J. Spurgeon; Doctoral Dissertation, Univ. of Pittsburgh, 1972.

Plaintiff: Tiffani Jones
EXHIBIT
TJ4
Case: 1:20-cv-00453 (CKK)
PDFScripting.com

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

TIFFANI JONES

Plaintiff,)
)
v.) CASE NO..: 1:20-cv-000453 CKK
)
NVR, INC. t/a RYAN HOMES

Defendant.

PLAINTIFF'S SUPPLEMENTED RESPONSES TO DEFENDANT'S PRODUCTION REQUESTS Nos. 1, 2, 3, 4, 8, 10, 12, 13, 14, 17, 18, 19, 20, 21, 22, and 23

REQUEST NO. 1: Any and all documents which evidence, support, relate to or concern the facts, averments or allegations of your Complaint.

RESPONSE TO REQUEST NO. 1:

Exhibit 1 – Contract Checklist and District of Columbia Purchase Agreement (Bates Range: Jones - 0000000001 – 0000000047)
Exhibit 2 – Ryan Homeowners Manual (Warranties) (Bates Range: Jones - 0000000048-0000000110)
Exhibit 3 – Riley Kundera Medical Records (Bates Range: Jones - 0000000111 – 0000000114)
Exhibit 4 – Karter Kundera Medical Records (Bates Range: Jones - 0000000115 – 0000000118)
Exhibit 5 – Tiffani Jones and Michael Kundera Medical Records1 (Bates Range: Jones - 0000000119 – 0000000164)
Exhibit 6 - Tiffani Jones and Michael Kundera Medical Records2 (Bates Range: Jones - 0000000165 - 0000000194
Exhibit 7 - Tiffani Jones and Michael Kundera Medical Records3 (Bates Range: Jones - 0000000195 – 0000000227)
Exhibit 8 – Boston Environmental and Contracting Mold Remediation Proposal (Bates

Range: Jones - 0000000228-0000000230)
Exhibit 9 – Boston Environmental and Contracting DCRA License (Bates Range: Jones - 0000000231 – 0000000234)
Exhibit 10 – Photo 1 (Bates Range: Jones - 0000000235)
Exhibit 11 – Photo 2 (Bates Range: Jones - 0000000236)
Exhibit 12 – Photo 3 (Bates Range: Jones - 0000000237)
Exhibit 13 – Photo 4 (Bates Range: Jones - 0000000238)
Exhibit 14 – Photo 5 (Bates Range: Jones - 0000000239)
Exhibit 15 – Photo 6 (Bates Range: Jones - 0000000240)
Exhibit 16 – Photo 7 (Bates Range: Jones - 0000000241)
Exhibit 17 – Photo 8 (Bates Range: Jones - 0000000242)
Exhibit 18 – Photo 9 (Bates Range: Jones - 0000000243)
Exhibit 19 – Photo 10 (Bates Range: Jones - 0000000244)
Exhibit 20 – Photo 11 (Bates Range: Jones - 0000000245)
Exhibit 21 – Photo 12 (Bates Range: Jones - 0000000246)
Exhibit 22 – Photo 13 (Bates Range: Jones - 0000000247)
Exhibit 23 – Photo 14 (Bates Range: Jones - 0000000248)
Exhibit 24 – Photo 15 (Bates Range: Jones - 0000000249)
Exhibit 25 – Photo 16 (Bates Range: Jones - 0000000250)
Exhibit 26 – Photo 17 (Bates Range: Jones - 0000000251)
Exhibit 27 – Photo 18 (Bates Range: Jones - 0000000252)
Exhibit 28 - Photo 19 (Bates Range: Jones 0000000253)
Exhibit 29 – Photo 20 (Bates Range: Jones - 0000000254)
Exhibit 30 – Photo 21 (Bates Range: Jones - 0000000255)
Exhibit 31 – Photo 22 (Bates Range: Jones - 0000000256)
Exhibit 32 – Photo 23 (Bates Range: Jones - 0000000257)
Exhibit 33 - Photo 24 (Bates Range: Jones - 0000000258)
Exhibit 34 – Text Messages with Dan 1 (Bates Range: Jones - 0000000259)
Exhibit 35 – Text Messages with Dan 2 (Bates Range: Jones - 0000000260)
Exhibit 36 – Text Messages with Dan 3 (Bates Range: Jones - 0000000261)
Exhibit 37 – Text Messages with Dan 4 (Bates Range: Jones - 0000000262)
Exhibit 38 – Text Messages with Dan 5 (Bates Range: Jones - 0000000263)
Exhibit 39 – Text Messages with Dan 6 (Bates Range: Jones - 0000000264)
Exhibit 40 – Text Messages with Dan 7 (Bates Range: Jones - 0000000265)
Exhibit 41 – Text Messages with Dan 8 (Bates Range: Jones - 0000000266)
Exhibit 42 – Text Messages with Dan 9 (Bates Range: Jones - 0000000267)
Exhibit 43 - Text Messages with Dan 10 (Bates Range: Jones - 0000000268)
Exhibit 44 – Text Messages with Dan 11 (Bates Range: Jones - 0000000269)
Exhibit 45 – Text Messages with Dan 12 (Bates Range: Jones - 0000000270)
Exhibit 46 – Text Messages with Dan 13 (Bates Range: Jones - 0000000271)
Exhibit 47 – Text Messages with Dan 14 (Bates Range: Jones - 0000000272)
Exhibit 48 – Text Messages with Dan 15 (Bates Range: Jones - 0000000273)
Exhibit 49 – Text Messages with Dan 16 (Bates Range: Jones - 0000000274)
Exhibit 50 – Text Messages with Dan 17 (Bates Range: Jones - 0000000275)
Exhibit 51 – Text Messages with Dan 18 (Bates Range: Jones - 0000000276)
Exhibit 52 – Text Messages with Dan 19 (Bates Range: Jones - 0000000277)
Exhibit 53 – Text Messages with Dan 20 (Bates Range: Jones - 0000000278)

Exhibit 54 – Text Messages with Dan 21 (Bates Range: Jones - 0000000279)
Exhibit 55 – Text Messages with Dan 22 (Bates Range: Jones - 0000000280)
Exhibit 56 – Text Messages with Dan 23 (Bates Range: Jones - 0000000281)
Exhibit 57 – Text Messages with Dan 24 (Bates Range: Jones - 0000000282)
Exhibit 58 – Text Messages with Dan 25 (Bates Range: Jones - 0000000283)
Exhibit 59 – Text Messages with Dan 26 (Bates Range: Jones - 0000000284)
Exhibit 60 – Text Messages with Dan 27 (Bates Range: Jones - 0000000285)
Exhibit 61 – Text message with Dan 28 (Bates Range: Jones - 0000000286)
Exhibit 62 – Text Messages with Dan 29 (Bates Range: Jones -0000000287)
Exhibit 63 – Text Messages with Dan 30 (Bates Range: Jones - 0000000288)
Exhibit 64 – Text Messages with Dan 31 (Bates Range: Jones - 0000000289-0000000330)
Exhibit 65 – Karma Home Design Repair Estimate (Bates Range: Jones - 0000000331-0000000332)
Exhibit 66 – SEEML Labs Mold Test Report (Bates Range: Jones – 0000000333-0000000345)
Exhibit 67 – Ken Broughton Mold Inspection (Bates Range: Jones - 0000000346-0000000360)
Exhibit 68 – WASA Design Review Comments (Bates Range: Jones - 0000000361)
Exhibit 69 – WASA Property Listing (Bates Range: Jones - 0000000362)
Exhibit 70 – WASA Water and Sewer Availability Slip (Bates Range: Jones - 0000000363 -0000000365)
Exhibit 71 – Water Permit (Bates Range: Jones - 0000000366)
Exhibit 72 – Michael and Sons Services Plumbing Repair Estimate (Bates Range: Jones - 0000000367 - 0000000369)
Exhibit 73 – Michael and Sons Services Dispatch Fee (Bates Range: Jones - 0000000370-0000000373)
Exhibit 74 – Healthcare Professionals Treating Plaintiff and her Children (Bates Range: Jones - 0000000374-0000000376)
Exhibit 75 – Plaintiff's Notes Regarding Defendant's Actions (Bates Range: Jones - 0000000377)
Exhibit 76 – Service Call Receipt 10-13-2017a (Bates Range: Jones - 0000000378)
Exhibit 77 – Service Call Receipt 10-13-2017b (Bates Range: Jones - 0000000379)
Exhibit 78 – Service Call Receipt 09-10-2017 (Bates Range: Jones - 0000000380)
Exhibit 79 – Email with Sam Holloway (Bates Range: Jones – 0000000381 -0000000385)
Exhibit 80 – Videorecording of Home Inspection 11-20-2020(a) (Bates Range: Jones 0000000386)
Exhibit 81 – Videorecording of Home Inspection 11-20-2020(b) (Bates Range: Jones – 0000000387)
Exhibit 82 – Tiffani Jones and Michael Kundera Medical Records4 (Bates Range Jones - 388-417)
Exhibit 83 – Medical History of Riley Kundera (Bates Range Jones – 0000000418-0000000479)
Exhibit 84 – Medical History of Michael Kundera (Bates Range Jones- 0000000480 -0000000491)
Exhibit 85 – Medical History of Karter Kundera (Bates Range 0000000491 -0000000612)
Exhibit 86 – Medical Bills1 (Bates Range 0000000613 – 0000000659)
Exhibit 87 – Medical Bills2 (Bates Range 0000000660 -0000000686)

REQUEST NO. 2: Any and all documents which evidence, support, relate to or concern the facts and information set forth in your Answers to This Defendant's Interrogatories and all documents you referred to or relied upon in answering said Interrogatories.

RESPONSE TO REQUEST NO. 2:

Exhibit 1 – Contract Checklist and District of Columbia Purchase Agreement (Bates Range: Jones - 0000000001 – 0000000047)
Exhibit 2 – Ryan Homeowners Manual (Warranties) (Bates Range: Jones - 0000000048-0000000110)
Exhibit 3 – Riley Kundera Medical Records (Bates Range: Jones - 0000000111 – 0000000114)
Exhibit 4 – Karter Kundera Medical Records (Bates Range: Jones - 0000000115 – 0000000118)
Exhibit 5 – Tiffani Jones and Michael Kundera Medical Records1 (Bates Range: Jones - 0000000119 – 0000000164)
Exhibit 6 - Tiffani Jones and Michael Kundera Medical Records2 (Bates Range: Jones - 0000000165 - 0000000194
Exhibit 7 - Tiffani Jones and Michael Kundera Medical Records3 (Bates Range: Jones - 0000000195 – 0000000227)
Exhibit 8 – Boston Environmental and Contracting Mold Remediation Proposal (Bates Range: Jones - 0000000228-0000000230)
Exhibit 9 – Boston Environmental and Contracting DCRA License (Bates Range: Jones - 0000000231 – 0000000234)
Exhibit 10 – Photo 1 (Bates Range: Jones - 0000000235)
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Exhibit 56 – Text Messages with Dan 23 (Bates Range: Jones - 0000000281)
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Exhibit 59 – Text Messages with Dan 26 (Bates Range: Jones - 0000000284)
Exhibit 60 – Text Messages with Dan 27 (Bates Range: Jones - 0000000285)
Exhibit 61 – Text message with Dan 28 (Bates Range: Jones - 0000000286)
Exhibit 62 – Text Messages with Dan 29 (Bates Range: Jones -0000000287)
Exhibit 63 – Text Messages with Dan 30 (Bates Range: Jones - 0000000288)
Exhibit 64 – Text Messages with Dan 31 (Bates Range: Jones - 0000000289-0000000330)
Exhibit 65 – Karma Home Design Repair Estimate (Bates Range: Jones - 0000000331-0000000332)
Exhibit 66 – SEEML Labs Mold Test Report (Bates Range: Jones – 0000000333-0000000345)
Exhibit 67 – Ken Broughton Mold Inspection (Bates Range: Jones - 0000000346-0000000360)
Exhibit 68 – WASA Design Review Comments (Bates Range: Jones - 0000000361)
Exhibit 69 – WASA Property Listing (Bates Range: Jones - 0000000362)
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Exhibit 71 – Water Permit (Bates Range: Jones - 0000000366)
Exhibit 72 – Michael and Sons Services Plumbing Repair Estimate (Bates Range: Jones - 0000000367 - 0000000369)
Exhibit 73 – Michael and Sons Services Dispatch Fee (Bates Range: Jones - 0000000370- 0000000373)
Exhibit 74 – Healthcare Professionals Treating Plaintiff and her Children (Bates Range: Jones - 0000000374-0000000376)
Exhibit 75 – Plaintiff's Notes Regarding Defendant's Actions (Bates Range: Jones - 0000000377)
Exhibit 76 – Service Call Receipt 10-13-2017a (Bates Range: Jones - 0000000378)
Exhibit 77 – Service Call Receipt 10-13-2017b (Bates Range: Jones - 0000000379)
Exhibit 78 – Service Call Receipt 09-10-2017 (Bates Range: Jones - 0000000380)
Exhibit 79 – Email with Sam Holloway (Bates Range: Jones – 0000000381 -0000000385)
Exhibit 80 – Videorecording of Home Inspection 11-20-2020(a) (Bates Range: Jones 0000000386)
Exhibit 81 – Videorecording of Home Inspection 11-20-2020(b) (Bates Range: Jones – 0000000387)
Exhibit 82 – Tiffani Jones and Michael Kundera Medical Records4 (Bates Range Jones -388-417)
Exhibit 83 – Medical History of Riley Kundera (Bates Range Jones – 0000000418-0000000479)
Exhibit 84 – Medical History of Michael Kundera (Bates Range Jones- 0000000480 -0000000491)
Exhibit 85 – Medical History of Karter Kundera (Bates Range 0000000491 -0000000612)
Exhibit 86 – Medical Bills1 (Bates Range 0000000613 – 0000000659)
Exhibit 87 – Medical Bills2 (Bates Range 0000000660 -0000000686)

REQUEST NO. 3: Any and all documents you are requested to identify in response to NVR's Interrogatories.

RESPONSE TO REQUEST NO. 3:

Exhibit 1 – Contract Checklist and District of Columbia Purchase Agreement (Bates Range: Jones - 0000000001 – 0000000047)

Exhibit 2 – Ryan Homeowners Manual (Warranties) (Bates Range: Jones - 0000000048-0000000110)

Exhibit 3 – Riley Kundera Medical Records (Bates Range: Jones - 0000000111 – 0000000114)

Exhibit 4 – Karter Kundera Medical Records (Bates Range: Jones - 0000000115 – 0000000118)

Exhibit 5 – Tiffani Jones and Michael Kundera Medical Records1 (Bates Range: Jones - 0000000119 – 0000000164)

Exhibit 6 - Tiffani Jones and Michael Kundera Medical Records2 (Bates Range: Jones - 0000000165 - 0000000194

Exhibit 7 - Tiffani Jones and Michael Kundera Medical Records3 (Bates Range: Jones - 0000000195 – 0000000227)

Exhibit 8 – Boston Environmental and Contracting Mold Remediation Proposal (Bates Range: Jones - 0000000228-0000000230)

Exhibit 9 – Boston Environmental and Contracting DCRA License (Bates Range: Jones - 0000000231 – 0000000234)

Exhibit 10 – Photo 1 (Bates Range: Jones - 0000000235)

Exhibit 11 – Photo 2 (Bates Range: Jones - 0000000236)

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Exhibit 17 – Photo 8 (Bates Range: Jones - 0000000242)

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Exhibit 34 – Text Messages with Dan 1 (Bates Range: Jones - 0000000259)

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Exhibit 36 – Text Messages with Dan 3 (Bates Range: Jones - 0000000261)

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Exhibit 38 – Text Messages with Dan 5 (Bates Range: Jones - 0000000263)

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Exhibit 41 – Text Messages with Dan 8 (Bates Range: Jones - 0000000266)

Exhibit 42 – Text Messages with Dan 9 (Bates Range: Jones - 0000000267)

Exhibit 43 - Text Messages with Dan 10 (Bates Range: Jones - 0000000268)

Exhibit 44 – Text Messages with Dan 11 (Bates Range: Jones - 0000000269)

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Exhibit 48 – Text Messages with Dan 15 (Bates Range: Jones - 0000000273)

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Exhibit 52 – Text Messages with Dan 19 (Bates Range: Jones - 0000000277)

Exhibit 53 – Text Messages with Dan 20 (Bates Range: Jones - 0000000278)

Exhibit 54 – Text Messages with Dan 21 (Bates Range: Jones - 0000000279)

Exhibit 55 – Text Messages with Dan 22 (Bates Range: Jones - 0000000280)

Exhibit 56 – Text Messages with Dan 23 (Bates Range: Jones - 0000000281)

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Exhibit 58 – Text Messages with Dan 25 (Bates Range: Jones - 0000000283)

Exhibit 59 – Text Messages with Dan 26 (Bates Range: Jones - 0000000284)

Exhibit 60 – Text Messages with Dan 27 (Bates Range: Jones - 0000000285)

Exhibit 61 – Text message with Dan 28 (Bates Range: Jones - 0000000286)

Exhibit 62 – Text Messages with Dan 29 (Bates Range: Jones -0000000287)

Exhibit 63 – Text Messages with Dan 30 (Bates Range: Jones - 0000000288)

Exhibit 64 – Text Messages with Dan 31 (Bates Range: Jones - 0000000289-0000000330)

Exhibit 65 – Karma Home Design Repair Estimate (Bates Range: Jones - 0000000331-0000000332)

Exhibit 66 – SEEML Labs Mold Test Report (Bates Range: Jones – 0000000333-0000000345)

Exhibit 67 – Ken Broughton Mold Inspection (Bates Range: Jones - 0000000346-0000000360)

Exhibit 68 – WASA Design Review Comments (Bates Range: Jones - 0000000361)

Exhibit 69 – WASA Property Listing (Bates Range: Jones - 0000000362)

Exhibit 70 – WASA Water and Sewer Availability Slip (Bates Range: Jones - 0000000363 - 0000000365)

Exhibit 71 – Water Permit (Bates Range: Jones - 0000000366)

Exhibit 72 – Michael and Sons Services Plumbing Repair Estimate (Bates Range: Jones - 0000000367 - 0000000369)

Exhibit 73 – Michael and Sons Services Dispatch Fee (Bates Range: Jones - 0000000370-0000000373)

Exhibit 74 – Healthcare Professionals Treating Plaintiff and her Children (Bates Range: Jones - 0000000374-0000000376)

Exhibit 75 – Plaintiff's Notes Regarding Defendant's Actions (Bates Range: Jones - 0000000377)

Exhibit 76 – Service Call Receipt 10-13-2017a (Bates Range: Jones - 0000000378)

Exhibit 77 – Service Call Receipt 10-13-2017b (Bates Range: Jones - 0000000379)

Exhibit 78 – Service Call Receipt 09-10-2017 (Bates Range: Jones - 0000000380)

Exhibit 79 – Email with Sam Holloway (Bates Range: Jones – 0000000381 -0000000385)

Exhibit 80 – Videorecording of Home Inspection 11-20-2020(a) (Bates Range: Jones 0000000386)

Exhibit 81 – Videorecording of Home Inspection 11-20-2020(b) (Bates Range: Jones – 0000000387)

Exhibit 82 – Tiffani Jones and Michael Kundera Medical Records4 (Bates Range Jones -388-417)

Exhibit 83 – Medical History of Riley Kundera (Bates Range Jones – 0000000418-0000000479)

Exhibit 84 – Medical History of Michael Kundera (Bates Range Jones- 0000000480 -0000000491)

Exhibit 85 – Medical History of Karter Kundera (Bates Range 0000000491 -0000000612)

Exhibit 86 – Medical Bills1 (Bates Range 0000000613 – 0000000659)

Exhibit 87 – Medical Bills2 (Bates Range 0000000660 -0000000686)

REQUEST NO. 4: Any and all medical bills, records, notes, correspondence, patient information forms, telephone messages, prescriptions, disability slips, hospital reports or other medical documents pertaining to any medical or other treatment to you and to any other persons which you claim was caused by any act or omission by NVR.

RESPONSE TO REQUEST NO. 4:

Exhibit 3 – Riley Kundera Medical Records (Bates Range: Jones - 0000000111 – 0000000114)

Exhibit 4 – Karter Kundera Medical Records (Bates Range: Jones - 0000000115 – 0000000118)

Exhibit 5 – Tiffani Jones and Michael Kundera Medical Records1 (Bates Range: Jones - 0000000119 – 0000000164)

Exhibit 6 - Tiffani Jones and Michael Kundera Medical Records2 (Bates Range: Jones - 0000000165 - 0000000194

Exhibit 7 - Tiffani Jones and Michael Kundera Medical Records3 (Bates Range: Jones - 0000000195 – 0000000227)

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Exhibit 83 – Medical History of Riley Kundera (Bates Range Jones – 0000000418-0000000479)

Exhibit 84 – Medical History of Michael Kundera (Bates Range Jones- 0000000480 -0000000491)

Exhibit 85 – Medical History of Karter Kundera (Bates Range 0000000491 -0000000612)

Exhibit 86 – Medical Bills1 (Bates Range 0000000613 – 0000000659)

Exhibit 87 – Medical Bills2 (Bates Range 0000000660 -0000000686)

REQUEST NO. 8: Any and all photographs, video recordings and other depictions of any alleged defect(s) in the House, any mold growth in the House and the damages claimed by you resulting from such defect(s) and/or mold growth.

RESPONSE TO REQUEST NO. 8:

Exhibit 10 – Photo 1 (Bates Range: Jones - 0000000235)

Exhibit 11 – Photo 2 (Bates Range: Jones - 0000000236)

Exhibit 12 – Photo 3 (Bates Range: Jones - 0000000237)

Exhibit 13 – Photo 4 (Bates Range: Jones - 0000000238)

Exhibit 14 – Photo 5 (Bates Range: Jones - 0000000239)

Exhibit 15 – Photo 6 (Bates Range: Jones - 0000000240)

Exhibit 16 – Photo 7 (Bates Range: Jones - 0000000241)

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Exhibit 19 – Photo 10 (Bates Range: Jones - 0000000244)

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Exhibit 28 - Photo 19 (Bates Range: Jones 0000000253)

Exhibit 29 – Photo 20 (Bates Range: Jones - 0000000254)

Exhibit 30 – Photo 21 (Bates Range: Jones - 0000000255)

Exhibit 31 – Photo 22 (Bates Range: Jones - 0000000256)

Exhibit 32 – Photo 23 (Bates Range: Jones - 0000000257)

Exhibit 33 - Photo 24 (Bates Range: Jones - 0000000258)

Exhibit 80 – Videorecording of Home Inspection 11-20-2020(a) (Bates Range: Jones 0000000386)

Exhibit 81 – Videorecording of Home Inspection 11-20-2020(b) (Bates Range: Jones – 0000000387)

Repair Estimates - $27,523.44

Medical Services – $368,118.12

Punitive - $5,000,000.00
Pain and Suffering - $4,000,000.00
Exhibit 8 – Boston Environmental and Contracting Mold Remediation Proposal (Bates Range: Jones - 0000000228-0000000230) $2,200.00
Exhibit 65 – Karma Home Design Repair Estimate (Bates Range: Jones - 0000000331-0000000332) $20,700.00
Exhibit 73 – Michael and Sons Services Dispatch Fee (Bates Range: Jones - 0000000370-0000000373) $89.00
Exhibit 72 – Michael and Sons Services Plumbing Repair Estimate (Bates Range: Jones - 0000000367 - 0000000369) $4,534.44
Exhibit 86 – Medical Bills1 (Bates Range 0000000613 – 0000000659) $332,450.67
Exhibit 87 – Medical Bills2 (Bates Range 0000000660 -0000000686) $35,667.45

REQUEST NO. 10: Any and all written statements, recordings, audio tapes, or transcripts of recorded statements made by any person, pertaining to the subject matter of this action.

RESPONSE TO REQUEST NO. 10:
Exhibit 8 – Boston Environmental and Contracting Mold Remediation Proposal (Bates Range: Jones - 0000000228-0000000230)
Exhibit 65 – Karma Home Design Repair Estimate (Bates Range: Jones - 0000000331-0000000332)
Exhibit 66 – SEEML Labs Mold Test Report (Bates Range: Jones – 0000000333-0000000345)
Exhibit 67 – Ken Broughton Mold Inspection (Bates Range: Jones - 0000000346-0000000360)
Exhibit 68 – WASA Design Review Comments (Bates Range: Jones - 0000000361)
Exhibit 69 – WASA Property Listing (Bates Range: Jones - 0000000362)
Exhibit 70 – WASA Water and Sewer Availability Slip (Bates Range: Jones - 0000000363 -0000000365)
Exhibit 71 – Water Permit (Bates Range: Jones - 0000000366)
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Exhibit 73 – Michael and Sons Services Dispatch Fee (Bates Range: Jones - 0000000370- 0000000373)
Exhibit 75 – Plaintiff's Notes Regarding Defendant's Actions (Bates Range: Jones - 0000000377)
Exhibit 76 – Service Call Receipt 10-13-2017a (Bates Range: Jones - 0000000378)
Exhibit 77 – Service Call Receipt 10-13-2017b (Bates Range: Jones - 0000000379)
Exhibit 78 – Service Call Receipt 09-10-2017 (Bates Range: Jones – 0000000380)
Exhibit 80 – Videorecording of Home Inspection 11-20-2020(a) (Bates Range: Jones 0000000386)
Exhibit 81 – Videorecording of Home Inspection 11-20-2020(b) (Bates Range: Jones – 0000000387)

REQUEST NO. 12: Any transcripts or recordings of NVR employees, representatives, agents or contractors pertaining to the subject matter of your Complaint.

RESPONSE TO REQUEST NO. 12:
Exhibit 34 – Text Messages with Dan 1 (Bates Range: Jones - 0000000259)
Exhibit 35 – Text Messages with Dan 2 (Bates Range: Jones - 0000000260)
Exhibit 36 – Text Messages with Dan 3 (Bates Range: Jones - 0000000261)
Exhibit 37 – Text Messages with Dan 4 (Bates Range: Jones - 0000000262)
Exhibit 38 – Text Messages with Dan 5 (Bates Range: Jones - 0000000263)
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Exhibit 64 – Text Messages with Dan 31 (Bates Range: Jones - 0000000289-0000000330)
Exhibit 79 – Email with Sam Holloway (Bates Range: Jones – 0000000381 -0000000385)
Exhibit 80 – Videorecording of Home Inspection 11-20-2020(a) (Bates Range: Jones 0000000386)
Exhibit 81 – Videorecording of Home Inspection 11-20-2020(b) (Bates Range: Jones – 0000000387)

REQUEST NO. 13: Any and all written statements, recordings, audio tapes, or transcripts of recorded statements made by any person, pertaining to the subject matter of your Complaint.

RESPONSE TO REQUEST NO. 13:

Exhibit 8 – Boston Environmental and Contracting Mold Remediation Proposal (Bates Range: Jones - 0000000228-0000000230)

Exhibit 65 – Karma Home Design Repair Estimate (Bates Range: Jones - 0000000331-0000000332)

Exhibit 66 – SEEML Labs Mold Test Report (Bates Range: Jones – 0000000333-0000000345)

Exhibit 67 – Ken Broughton Mold Inspection (Bates Range: Jones - 0000000346-0000000360)

Exhibit 68 – WASA Design Review Comments (Bates Range: Jones - 0000000361)

Exhibit 69 – WASA Property Listing (Bates Range: Jones - 0000000362)

Exhibit 70 – WASA Water and Sewer Availability Slip (Bates Range: Jones - 0000000363 - 0000000365)

Exhibit 71 – Water Permit (Bates Range: Jones - 0000000366)

Exhibit 72 – Michael and Sons Services Plumbing Repair Estimate (Bates Range: Jones -

0000000367 - 0000000369)

Exhibit 73 – Michael and Sons Services Dispatch Fee (Bates Range: Jones - 0000000370-0000000373)

Exhibit 75 – Plaintiff's Notes Regarding Defendant's Actions (Bates Range: Jones - 0000000377)

Exhibit 76 – Service Call Receipt 10-13-2017a (Bates Range: Jones - 0000000378)

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Exhibit 78 – Service Call Receipt 09-10-2017 (Bates Range: Jones – 0000000380)

Exhibit 80 – Videorecording of Home Inspection 11-20-2020(a) (Bates Range: Jones 0000000386)

Exhibit 81 – Videorecording of Home Inspection 11-20-2020(b) (Bates Range: Jones – 0000000387)

REQUEST NO. 14: Any and all notices of liens, correspondence setting forth any liens, other writings which purport to set forth any liens for Worker's Compensation benefits, Medicaid, Medicare or other insurance benefits paid to you or on your behalf as a result of the injuries or damages alleged in your Complaint.

RESPONSE TO REQUEST NO. 14: Insurance benefits paid by United Healthcare/MET/Travelers and AmeriHealth MCO

Exhibit 86 – Medical Bills1 (Bates Range 0000000613 – 0000000659)

Exhibit 87 – Medical Bills2 (Bates Range 0000000660 -0000000686)

REQUEST NO. 17: All documents that evidence the amounts of and the nature of the damages you seek in this lawsuit.

RESPONSE TO REQUEST NO. 17**:**
Repair Estimates - $27,523.44
Medical Services – $368,118.12
Punitive - $5,000,000.00
Pain and Suffering - $4,000,000.00
Exhibit 8 – Boston Environmental and Contracting Mold Remediation Proposal (Bates Range: Jones - 0000000228-0000000230) $2,200.00
Exhibit 65 – Karma Home Design Repair Estimate (Bates Range: Jones - 0000000331-0000000332) $20,700.00
Exhibit 73 – Michael and Sons Services Dispatch Fee (Bates Range: Jones - 0000000370-0000000373) $89.00
Exhibit 72 – Michael and Sons Services Plumbing Repair Estimate (Bates Range: Jones - 0000000367 - 0000000369) $4,534.44
Exhibit 86 – Medical Bills1 (Bates Range 0000000613 – 0000000659) $332,450.67
Exhibit 87 – Medical Bills2 (Bates Range 0000000660 -0000000686) $35,667.45

REQUEST NO. 18: All documents on which you rely to support each of the allegations in paragraph 6 of the Complaint.

RESPONSE TO REQUEST NO. 18:
Exhibit 79 – Email with Sam Holloway (Bates Range: Jones – 0000000381 -0000000385)
Exhibit 76 – Service Call Receipt 10-13-2017a (Bates Range: Jones - 0000000378)
Exhibit 77 – Service Call Receipt 10-13-2017b (Bates Range: Jones - 0000000379)
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Exhibit 32 – Photo 23 (Bates Range: Jones - 0000000257)
Exhibit 33 - Photo 24 (Bates Range: Jones - 0000000258)
Exhibit 34 – Text Messages with Dan 1 (Bates Range: Jones - 0000000259)
Exhibit 35 – Text Messages with Dan 2 (Bates Range: Jones - 0000000260)
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Exhibit 61 – Text message with Dan 28 (Bates Range: Jones - 0000000286)
Exhibit 62 – Text Messages with Dan 29 (Bates Range: Jones -0000000287)
Exhibit 63 – Text Messages with Dan 30 (Bates Range: Jones - 0000000288)
Exhibit 64 – Text Messages with Dan 31 (Bates Range: Jones - 0000000289-0000000330)

REQUEST NO. 19: All documents on which you rely to support each of the allegations in paragraph 7 of the Complaint.

RESPONSE TO REQUEST NO. 19:

Exhibit 3 – Riley Kundera Medical Records (Bates Range: Jones - 0000000111 – 0000000114)

Exhibit 4 – Karter Kundera Medical Records (Bates Range: Jones - 0000000115 – 0000000118)

Exhibit 5 – Tiffani Jones and Michael Kundera Medical Records1 (Bates Range: Jones - 0000000119 – 0000000164)

Exhibit 6 - Tiffani Jones and Michael Kundera Medical Records2 (Bates Range: Jones - 0000000165 - 0000000194

Exhibit 7 - Tiffani Jones and Michael Kundera Medical Records3 (Bates Range: Jones -

0000000195 – 0000000227)

Exhibit 82 – Tiffani Jones and Michael Kundera Medical Records4 (Bates Range Jones -388-417)

Exhibit 83 – Medical History of Riley Kundera (Bates Range Jones – 0000000418-0000000479)

Exhibit 84 – Medical History of Michael Kundera (Bates Range Jones- 0000000480 -0000000491)

Exhibit 85 – Medical History of Karter Kundera (Bates Range 0000000491 -0000000612)

Exhibit 86 – Medical Bills1 (Bates Range 0000000613 – 0000000659)

Exhibit 87 – Medical Bills2 (Bates Range 0000000660 -0000000686)
Exhibit 8 – Boston Environmental and Contracting Mold Remediation Proposal (Bates Range: Jones - 0000000228-0000000230)

Exhibit 9 – Boston Environmental and Contracting DCRA License (Bates Range: Jones - 0000000231 – 0000000234)

Exhibit 66 – SEEML Labs Mold Test Report (Bates Range: Jones – 0000000333-0000000345)

Exhibit 67 – Ken Broughton Mold Inspection (Bates Range: Jones - 0000000346-0000000360)

Exhibit 65 – Karma Home Design Repair Estimate (Bates Range: Jones - 0000000331-0000000332)

REQUEST NO. 20: All documents on which you rely to support each of the allegations in paragraph 12 of the Complaint.

RESPONSE TO REQUEST NO. 20:

Exhibit 1 – Contract Checklist and District of Columbia Purchase Agreement (Bates Range: Jones - 0000000001 – 0000000047: page 1; Bates Range Jones -0000000001, paragraph 15; Bates Range Jones -0000000011; Bates Range Jones -0000000012

Exhibit 2 – Ryan Homeowners Manual (Warranties) (Bates Range: Jones - 0000000048-0000000110):), p. 4-5 (Bates Range Jones - 0000000053 – 0000000054), p. 9 (Bates Range Jones – 0000000056, p. 9-10 (Bates Range Jones – 0000000058-0000000059, p. 46 (Bates Range Jones –0000000093, section 15.1(a) (Bates Range Jones –0000000100), section 15.3(a) (Bates Range Jones –0000000101), One Year Limited Warranty on the Basic Home Bates Range Jones –0000000107), Two Year Limited Warranty Mechanical Systems (Bates Range Jones – 0000000107), Ten Year Limited Warranty Against Major Structural Defects (Bates Range Jones –0000000107), paragraph 8 under the Ten Year Limited Warranty Against Major Structural Defects (Bates Range Jones –0000000109)

REQUEST NO. 21: All documents evidencing the design and structural defects in the house that are alleged or alluded to in the Complaint.

RESPONSE TO REQUEST NO. 21:

Exhibit 65 – Karma Home Design Repair Estimate (Bates Range: Jones - 0000000331-0000000332)
Exhibit 72 – Michael and Sons Services Plumbing Repair Estimate (Bates Range: Jones - 0000000367 - 0000000369)
Exhibit 10 – Photo 1 (Bates Range: Jones - 0000000235)
Exhibit 11 – Photo 2 (Bates Range: Jones - 0000000236)
Exhibit 12 – Photo 3 (Bates Range: Jones - 0000000237)
Exhibit 13 – Photo 4 (Bates Range: Jones - 0000000238)
Exhibit 14 – Photo 5 (Bates Range: Jones - 0000000239)
Exhibit 15 – Photo 6 (Bates Range: Jones - 0000000240)
Exhibit 16 – Photo 7 (Bates Range: Jones - 0000000241)
Exhibit 17 – Photo 8 (Bates Range: Jones - 0000000242)
Exhibit 18 – Photo 9 (Bates Range: Jones - 0000000243)
Exhibit 19 – Photo 10 (Bates Range: Jones - 0000000244)
Exhibit 20 – Photo 11 (Bates Range: Jones - 0000000245)
Exhibit 21 – Photo 12 (Bates Range: Jones - 0000000246)
Exhibit 22 – Photo 13 (Bates Range: Jones - 0000000247)
Exhibit 23 – Photo 14 (Bates Range: Jones - 0000000248)
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Exhibit 25 – Photo 16 (Bates Range: Jones - 0000000250)
Exhibit 26 – Photo 17 (Bates Range: Jones - 0000000251)
Exhibit 27 – Photo 18 (Bates Range: Jones - 0000000252)
Exhibit 28 - Photo 19 (Bates Range: Jones 0000000253)
Exhibit 29 – Photo 20 (Bates Range: Jones - 0000000254)
Exhibit 30 – Photo 21 (Bates Range: Jones - 0000000255)
Exhibit 31 – Photo 22 (Bates Range: Jones - 0000000256)

Exhibit 32 – Photo 23 (Bates Range: Jones - 0000000257)
Exhibit 33 - Photo 24 (Bates Range: Jones - 0000000258)

REQUEST NO. 22: All documents evidencing the actions taken by you and Anthony Kundera to mitigate the damages you allege in the Complaint.

RESPONSE TO REQUEST NO. 22:
Exhibit 79 – Email with Sam Holloway (Bates Range: Jones – 0000000381 -0000000385)
Exhibit 34 – Text Messages with Dan 1 (Bates Range: Jones - 0000000259)
Exhibit 35 – Text Messages with Dan 2 (Bates Range: Jones - 0000000260)
Exhibit 36 – Text Messages with Dan 3 (Bates Range: Jones - 0000000261)
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Exhibit 67 – Ken Broughton Mold Inspection (Bates Range: Jones - 0000000346-0000000360)
Exhibit 76 – Service Call Receipt 10-13-2017a (Bates Range: Jones - 0000000378)
Exhibit 77 – Service Call Receipt 10-13-2017b (Bates Range: Jones - 0000000379)
Exhibit 78 – Service Call Receipt 09-10-2017 (Bates Range: Jones – 0000000380)
Exhibit 8 – Boston Environmental and Contracting Mold Remediation Proposal (Bates Range: Jones - 0000000228-0000000230)
Exhibit 72 – Michael and Sons Services Plumbing Repair Estimate (Bates Range: Jones - 0000000367 - 0000000369)
Exhibit 73 – Michael and Sons Services Dispatch Fee (Bates Range: Jones - 0000000370- 0000000373)

REQUEST NO. 23: All documents that evidence communications with NVR, its employees, agents, representatives and contractors since February 1, 2016, including without limitation text messages and

emails.

RESPONSE TO REQUEST NO. 23:
Exhibit 79 – Email with Sam Holloway (Bates Range: Jones – 0000000381 -0000000385)
Exhibit 34 – Text Messages with Dan 1 (Bates Range: Jones - 0000000259)
Exhibit 35 – Text Messages with Dan 2 (Bates Range: Jones - 0000000260)
Exhibit 36 – Text Messages with Dan 3 (Bates Range: Jones - 0000000261)
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Exhibit 77 – Service Call Receipt 10-13-2017b (Bates Range: Jones - 0000000379)
Exhibit 78 – Service Call Receipt 09-10-2017 (Bates Range: Jones – 0000000380)

Respectfully Submitted,

December 16, 2020

/s/Pamela McLean, Esq.
McLean Legal Group (Bar No. 497891)
1629 K Street, NW Suite 300
Washington, D.C. 20006
202-204-2234(O) 703-488-0852(C)
contact@mcleanlegalgroup.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 16, 2020, a true and correct copy of the foregoing was served upon defendant via email.

/s/Pamela McLean

Plaintiff: Tiffani Jones
EXHIBIT
TJ35
Case: 1:20-cv-00453 (CKK)

James L. Pearle, MD
PO Box 157
Corona Del Mar, CA 92625

MEDICAL REPORT

PATIENT NAME: Tiffany Jones

DATE OF REPORT 7/6/21

Thank you for the opportunity to review records on Tiffany Jones and family.

My qualifications to opine in this case can be found in the accompanying CV.

RECORD REVIEW:

Exhibit 3 refers to Riley Kundera and mentions mold suspected exposure and medicines are Claritin and Flonase.

Exhibit 4 refers to Carter Kundera dated May 26, 2008, refers to mold suspected exposure. Medicines are Claritin and Flonase.

Exhibit 5, the patient is Tiffany Lewis Jones, emergency room which refers to possible ectopic pregnancy.

Exhibit 6, dated October 9, 2018, refers to pregnancy.

Exhibit 8 refers to mold remediation proposal of November 21, 2019. This mentions the removal of all mold impacted materials from bathroom molds and living room ceiling of the property.

Exhibit 82 refers to prenatal visit.

Exhibit 83 is office visit with Riley Kundera, 3 years old with mold suspected exposure, starting Claritin and Flonase. Child has issues with persistent congestion and allergy symptoms. Visit August 2, 2019, is rather routine.

Exhibit 83, there is an emergency documentation of July 31, 2017, ER for otitis media and pharyngitis.

Exhibit 84 is Michael Jones with chest x-ray showing patchy perihilar opacity of the lungs on June 13, 2019.

Exhibit 85 is an office visit of October 28, 2019, on Karter Kundera with mold suspected exposure, mold exposure, starting Claritin and Flonase. Child has issues with peristent congestion and allergy symptoms, has been tested for mold.

On August 2, 2019, is well-child visit. Obesity is noted.

Exhibit 66 is mold report, which reports as a general impression of fungal growth.

Exhibit 67 is mold inspection of October 29, 2019, which reports showed that Chaetomium was measured in the bathroom. There was also Penicillium and Aspergillus found. Remediation of property is recommended.

Exhibit 7 is admission discharge of February 5, 2019, on Michael Kundera for prematurity and respiratory distress.

DISCUSSION:

Mold exposure has been associated with multiple and varying complaints in exposed individuals. These complaints are often respiratory, with wheezing, cough, shortness of breath, and chest congestion, often diagnosed as asthma or bronchitis. These respiratory complaints can be classified as inflammatory airways disease.

Mold has also been associated, in a less direct manner, with systemic complaints such as headache, fatigue, and skin rashes. The effects of mold exposure may be mediated by several pathways. Mold can cause symptoms on a direct allergic mechanism. It is also suggested that mold can have a toxic effect via mycotoxins leading to systemic symptoms and contributing to respiratory symptoms as wee

It is impossible to prove that mold exposure is direct related to symptomatology in any individual. This association is generally evidenced by compatible symptoms, such as the congestion and allergy symptoms that the children have had, with a temporal association to exposure to mold. Supportive evidence would be a tight temporal relationship with close exposure to mold being is associated with an increase in symptoms, and avoidance of mold, in a different environment, associated with abatement or relief of symptoms.

In this particular household, the presence of mold has clearly been definitively and objectively established by inspection and mold remediation proposal. The children's respiratory complaints (congestion, allergy symptoms, pharyngitis, otitis media, opacity in lung) are certainly consistent with mold exposure. There is certainly a strong possibility that mold exposure has led to these respiratory complaints, although other etiologies cannot be excluded. We do not have evidence of how the children fared away from this exposure.

While it is generally established the effect of mold exposure can cause inflammatory airways disease, it is not usually not of functional significance but certainly includes significant symptomatology. This inflammatory airways disease, manifest by cough, chest congestion, shortness of breath, and wheezing can be persistent, even though after mold exposure is removed the symptoms usually abate substantially. We do not have clear evidence that these children had other systemic effects that could be attributed to mold exposure.

Once airways have become sensitized, as in the case of asthma and bronchitis and specifically in from mold exposure, this sensitization can persist even after exposure is removed. However, I do not anticipate functionally significant and persistent severe symptomatology after exposure has been eliminated, while mild symptoms can persist long after the exposure is eliminated.

Exposure to mold has been associated with other systemic symptoms, such as headache, fatigue, skin rash, nausea, and others. Persistent mold exposure has the potential to produce such symptoms, although not clearly demonstrated in these cases.

It is of course advisable that any individual, particularly those showing respiratory or compatible systemic symptoms, should be removed for any environment in which mold exposure is persistent.

In this particular case, there is supportive evidence that mold exposure has led to respiratory problems in the young children, although there can be no definitive proof.

Thank you for asking my opinion in this case.

I am glad to have been of service.

My opinions are expressed to a reasonable degree of medical certainty.

I reserve the right to amend or change my opinions should additional information become available.

James L Pearle, M.D.



JP/ng

DISTRICT OF COLUMBIA COURT OF APPEALS

BOARD ON PROFESSIONAL RESPONSIBILITY

In the Matter of	*	
Pamela A. McLean.	*	**Disciplinary Docket No. 2023-D173**
Respondent.	*	
(Bar registration No. 497891)		

Respondent's Answers to Specification of Charges

I, Pamela Anne McLean, herein respond to the charges related to Disciplinary Docket No. 2023-D173 and state as follows:

Statement of Facts

1. McLean is an active member of the Bar of the District of Columbia Court of Appeals, admission date 05/12/2006, bar number 897891.

2. Jones initially hired McLean to represent her in a debt case in Prince George's County District Court in May 2019 (Case No. 0502-0015635-2019/Freedom Designs, Inc. v. Karters Medical Supply). Prior to the closure of this matter, Jones asked McLean to represent her in a case against her home builder, NVR, Inc. in D.C in October 2023. Jones told McLean her family suffered personal injuries as a result of structural defects in both the design and construction of her home located at 1001 Tanner Place, S.E., Washington, D.C. 20032. Jones also believed that the use of inferior construction materials by the builder contributed to her personal injuries. Jones also believed that these defects caused a negative impact on the marketability of her property.

3.Between October 2019 and January 22, 2020, McLean researched Jones' allegations. McLean recommended and Jones hired a contractor to inspect the design and construction of her home. Karma Home Designs, LLC performed an inspection of the design and construction of Jones'

home on November 6, 2019.[1] During this same period, McLean recommended and Jones hired a mold remediation company to perform a mold inspection in her home. Boston Environmental & Contracting, Inc. performed a mold inspection on November 19, 2019[2], more than two months before McLean filed the Complaint in D.C. Superior Court. The mold inspection was performed and the presence of black mold was confirmed in Jones' home. McLean also requested that Jones provide her with the medical records of her entire family. McLean reviewed Jones' medical records prior to filing the case and verified that Jones and her newborn son had substantial medical incidents which could all substantially be related to the presence of toxic mold in their home. On November 26, 2019, McLean emailed defense counsel a pre-litigation settlement letter.[3] The defendant rejected McLean's settlement offer. On January 23, 2020, McLean filed the complaint in D.C. Superior Court.

4. McLean contacted expert witnesses and obtained evaluations from experts before filing the complaint. Karma Home Designs, LLC performed an inspection of the design and construction of Jones' home on November 6, 2019. McLean evaluated Karma's findings prior to filing the complaint. Boston Environmental & Contracting, Inc. performed a mold inspection on November 19, 2019. McLean evaluated Boston Environmental & Contracting's findings prior to filing the complaint. Jones provided her medical records to McLean in October 2019. McLean evaluated the medical records of Jones and her children prior to filing the complaint. The complaint was filed on January 23, 2020.

5. Defendant moved for removal of the case from D.C. Superior Court to the U.S. District Court for the District of Columbia. The case was removed to the federal court.

6. On April 29, 2020, the Court dismissed without prejudice Count 2 (claim for fraud), Count 3 (claim for Negligence), Count 4 (claim for negligent misrepresentation), and Count 7 (claim under the District of Columbia Consumer Protection Procedures Act) of the complaint. The Court dismissed with prejudice Count 6 (claim for the breach of the implied warranty of merchantability) of the complaint. Dismissal was denied with respect to Count 1 (breach of

[1] Karma construction inspection 11/06/2019
[2] Mold Inspection, 11-19-2019
[3] Pre-litigation settlement letter

contract), Count 5 (breach of express warranty) and Count 8 (strict liability) of the complaint.

7. The court issued its scheduling order for discovery on August 3, 2020. According to the scheduling order, Jones' expert witness disclosures were due on or before September 30, 2020. On September 29, 2020, McLean filed Proponent's Rule 26(a)(2)(B) Disclosure and stated that Jones did not have any expert witnesses to date.

8. McLean advised Jones about the necessity of expert witnesses. McLean researched potential experts and gave their names to Jones for her review and consent. Beginning in October 2019, McLean made repeated efforts to confirm expert witnesses for Jones' case. McLean was in communication with Ken Broughton of Unbiased Mold Testing for months, requesting that he act as an expert in Jones' case. McLean made repeated requests for Mr. Broughton to provide his resume and an expert witness report. Mr. Broughton provided his resume[4]. However, Mr. Broughton did not fully comply with McLean's requests.[5] His report was incomplete and unsigned. McLean gave Jones the names of several other mold experts for her review and consent to use as expert witnesses. Additionally, it was agreed that Jones would pay the fees of any expert witness. These experts requested payment upfront. McLean filed a supplemental production on December 16, 2020[6] in response to defendant's production requests. This production included the resumes of Dr. Ross Myerson, Ken Broughton and Joe Spurgeon as potential expert witnesses. McLean had recommended these individuals to Jones and several others as expert witnesses. Jones communicated with Dr. Spurgeon. Dr. Spurgeon prepared an expert report only after Jones had paid him his fee. His expert report, as result, was not provided until June 22, 2021.[7] Dr. Spurgeon also provided his resume[8]. Dr. Myerson never consented to be an expert witness. McLean also emailed Jones' doctors on August 31, 2020 to ask them to testify as expert witnesses in her case.[9] McLean contacted doctors, via phone, who had treated Jones and her children but never received a response from these providers. (Dr. Alsan Bellard,

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[4] Broughton resume
[5] Broughton expert witness report 03-28-21
[6] Supp production 12-16-2020
[7] Joe Spurgeon expert witness report
[8] Spurgeon resume.
[9] Request to Doctors to be expert witnesses

1801 Mississippi Avenue, SE, Washington, D.C. 20020-6117, 202-436-3060; Dr. Arnell M. Jones, United Medical Center 1310 Southern Avenue, SE, Washington, D.C. 20032202-574-6000; Dr. Bruce Campbell – ER, United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Sonal Batra, United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Yousuf Dawood; United Medical Center, 1310 Southern Avenue, SE, Washington, D.C., 20032, 202-574-6000; Dr. Jane E. Germano, United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Mehmet Bayraktar; United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Monisha Bahri, United Medical Center, Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Mahmoud Kheirbek, United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000; Dr. Zacharia Cherian, United Medical Center, 1310 Southern Avenue, SE, Washington, D.C. 20032, 202-574-6000). On July 9, 2021, McLean made a supplemental filing which contained Ken Broughton's resume and expert witness report, Dr. Spurgeon's resume and expert witness report, and Dr. Pearl's resume[10] and expert witness report[11].

9. McLean explained to Jones that she would need a mold expert, building construction expert and medical experts. McLean contacted Karma Home Designs, LLC as a potential construction expert, Boston Environmental & Contracting, Inc. as a potential mold expert and the treating physicians of both Jones and her children as potential medical experts. McLean contacted additional experts who she referred to Jones for her review, consent and payment prior to being used as expert witnesses in her case.

10. McLean spoke with Ken Broughton and he consented to be an expert witness in Jones' case. McLean spoke with Dr. Spurgeon and he agreed to be an expert witness in Jones' case. McLean also received an expert witness report from Dr. Myerson. The resumes and expert reports of these professionals was submitted in a supplemental filing. McLean told Jones that she would have to pay the expert witnesses' fees. McLean, therefore, gave Jones the contact information of

[10] Dr. Pearl's resume

[11] Dr. Pearl's expert witness report

each potential expert witness so that she could contact them, approve of their credentials and pay their fees.

11. On September 29, 2020, McLean filed Proponent's Rule 26(a)(2)(B) Disclosure and stated that Jones did not have any expert witnesses to date. McLean advised Jones about the necessity of expert witnesses. McLean researched potential experts and gave their names to Jones for her review and consent. Beginning in October 2019, McLean made repeated efforts to confirm expert witnesses for Jones' case. McLean was in communication with Ken Broughton of Unbiased Mold Testing for months, requesting that he act as an expert in Jones' case. McLean made repeated requests for Mr. Broughton to provide his resume and an expert witness report. Mr. Broughton provided his resume. However, Mr. Broughton did not comply with McLean's requests. His report was incomplete and unsigned. McLean gave Jones the names of several other mold experts for her review and consent to use as expert witnesses. It was agreed that Jones would pay the fees of the expert witnesses. McLean filed a supplemental production on December 16, 2020 in response to defendant's production requests. This production included the resumes of Dr. Ross Myerson, Ken Broughton and Joe Spurgeon as potential expert witnesses. McLean had recommended these individuals to Jones and several others as expert witness. Jones communicated with Dr. Spurgeon. Dr. Spurgeon prepared an expert report. His expert report was not provided until June 22, 2021. Dr. Spurgeon also provided his resume. Dr. Myerson provided his resume and an expert witness report. McLean also emailed Jones' doctors on August 31, 2020 to ask them to testify as expert witnesses in her case. McLean also contacted doctors, via phone, who had treated Jones and her children by phone but never received a response from these providers. On July 9, 2021, McLean made a supplemental filing which contained Ken Broughton's resume and expert witness, Dr. Spurgeon's resume and expert witness report, and Dr. Pearl's resume and expert witness report (docket entry 61, 07-09-2021).

12. The court held a status conference on March 12, 2021. McLean disclosed to the court at this hearing that she did have exhibits and evidence from expert witnesses. On this date, none of the experts McLean had communicated with had yet confirmed their willingness to appear at trial on Jones' behalf. Additionally, a trial date had not yet been set in this case. A trial date was never

set in this case.

13. McLean never told Jones that she did not need expert witnesses. Prior to filing the case, McLean evaluated the strength of Jones' claims through the work of mold inspection experts, construction experts and medical experts. McLean obtained the names and contact information of multiple experts. McLean gave the names of these experts to Jones so that she could contact them directly, assess whether she approved of them and notify McLean that she consented to them. McLean told Jones that she would have to pay these experts their fees. These experts required payment of their fees prior to preparing their reports and prior to confirming their involvement in the case. Jones never confirmed to McLean that she paid these experts their fees.

14. On March 18, 2021, defense counsel emailed McLean a settlement offer.

15. McLean forwarded defendant's settlement offer to Jones.

16. Jones emailed a response to McLean regarding the settlement offer.

17. McLean replied to Jones' email. Jones had repeatedly used abusive speech in her telephone communications with McLean. Jones called McLean daily, sometimes several times a day, early in the morning and late at night. Jones had mentioned seeking alternative counsel. Jones communicated to McLean that Jones did not agree with McLean's legal advice. McLean notified Jones of her intent to withdraw as her lawyer.

18. McLean filed a motion to withdraw as Jones' lawyer on March 18, 2021. However, McLean continued to work on Jones' behalf because the court did not grant McLean's motion to withdraw as Jones' lawyer.

19. Jones hired Jarrett Colby as her new lawyer. Colby contacted McLean and demanded all of Jones' records. McLean confirmed with Jones that she had retained and paid Colby to represent her in the case. McLean sent Colby Jones' records. Colby communicated with defense counsel. Colby did not enter his appearance as Jones' lawyer in her case. On March 22, 2021, McLean filed a Notice of Substitution of Counsel to notify the court that Jarrett Colby was now Jones' lawyer. Colby notified the court that he was not Jones' lawyer.

20. Colby never entered his appearance in the case.

21. On May 27, 2021, the court denied McLean's motion to withdraw.

22. On May 28, 2021, NVR filed its Motion in Limine.

23. By May 30, 2021, McLean was continuing to reach out to various professionals to assess their willingness to act as experts in the case.

24. On June 24, 2021, McLean filed an opposition to NVR's motion in limine.

25. On June 25, 2021, McLean filed an opposition to NVR's motion for summary judgment

26. On July 9, 2021, McLean filed a supplemental disclosure. This filing included the resumes of expert witnesses Ken Broughton, Dr. Joseph Spurgeon and Dr. James Pearl. On this date, no trial date had been set. On December 16, 2020, McLean filed Plaintiffs Supplemented Responses to Defendants Production Requests[12]. This filing included eleven attachments, amongst which were Dr. Joe Spurgeon's resume, Dr. Ross Myerson's resume and Ken Broughton's resume. These experts were disclosed to the court on December 16, 2020 (docket entry 61). Ken Broughton was disclosed prior to this date. However, McLean did not obtain complete, signed reports from these professionals until July 2021. Dr. Myerson was not included in the filing on July 9, 2021 because he still had not committed to involvement in the case by that date.

27. On July 12, 2021, NVR filed its Objection to and Motion to Strike Affidavits and Exhibits Submitted in Support of Plaintiff's Opposition to Motion for Summary Judgment.

28. On March 29, 2022, the court granted NVR's Motion in Limine in part, precluding Plaintiff from relying on testimony or evidence from experts. The court granted NVR's motion to Strike in part, striking Jones' disclosed expert witnesses as untimely.

29. On July 12, 2021, the court granted NVR's motion for summary judgment.

30. McLean has not violated any of the Rules of the District of Columbia Rules of Professional Conduct.

Standard of Review

Rule 1.1(a) requires a lawyer to provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

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Rule 1.1(b) requires a lawyer to serve a client with skill and care commensurate with that generally afforded to clients by other lawyers in similar matters.

Rule 1.3(a) requires a lawyer to represent a client zealously and diligently within the bounds of the law.

Rule 1.3(c) requires a lawyer to act with reasonable promptness in representing a client.

Rule 1.4(b) requires a lawyer to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

Discussion

Respondent challenges the factual findings underlying these rule violations. Indeed, the court must accept the Board's evidentiary findings if they are supported by substantial evidence in the record," *In re Howes*, 52 A.3d 1, 12 (D.C. 2012); see also D.C. Bar R. XI, § 9 *785 (h)(1). However, in this case, the Board lacks substantial evidence to support its charges. Granting defendant's motion for summary judgment and dismissal of the case by the trial court does not necessarily indicate incompetent representation. The factual findings relating to the handling of Jones' case are not supported by substantial evidence. The trial court record demonstrates that McLean diligently and zealously represented Jones' interests. McLean timely filed the expert witness disclosure. However, the initial disclosure stated that Jones had no experts *to date* because, in spite of her efforts, none of the witnesses she had contacted (and advised Jones to contact and pay) had confirmed their willingness to act as experts in the case by the filing deadline. Additionally, McLean had advised Jones that these experts required payment of their fees prior to consenting to act as experts and notified Jones that she would have to pay and retain the experts. Rule 1.1(a) also requires that the Board demonstrate a "serious deficiency in the representation." and "fail[ure] to engage in the thoroughness and preparation reasonably necessary" for the case. *In re Evans*, 902 A.2d 56, 69–70 (D.C. 2006) (per curiam). Rule 1.1(a), Rule 1.1(b). Prior to filing the case, McLean advised Jones to hire mold and construction experts to inspect her home. McLean evaluated the results of these inspections as well as Jones' family

medical records for indications of mold exposure months prior to filing the case. McLean also researched the applicable rules, statutes and relevant caselaw related to Jones' case prior to filing it in court. McLean used the thoroughness and preparation necessary for Jones' case and therefore did not violate Rule 1.1(a) and Rule 1.1(b).

Additionally, Respondent met with the Board in or around June 2025 regarding these same charges and was told that the matter had been resolved. For the court to now impose an alternative disciplinary finding would result in an inconsistent disposition. The court may defer to the discipline recommended by the Board "unless to do so would foster a tendency toward inconsistent dispositions for comparable conduct or would otherwise be unwarranted." *In re Tun*, 195 A.3d 65, 74 (D.C. 2018) (quoting D.C. Bar R. XI, § 9 (h)(1)). The Board's undue delay in prosecuting these charges has resulted in actual prejudice to McLean. Undue delay may result in a due process violation if the respondent demonstrates actual prejudice—that is, that the delay in prosecution "impaired [her] defense." *Williams*, 513 A.2d at 797.These charges were initially brought by the board in 2023. McLean responded in a timely manner. Again in or about June 2025, McLean was called into the Board's office and required to file a written response to these charges. McLean complied. However, key emails pivotal to McLean's defense have since been automatically deleted by the account used by McLean during the pendency of this case.

Rule 1.3 relates to a lawyer's obligation to represent clients with diligence and zeal. Rule 1.3(a) requires a lawyer to represent his or her clients "zealously and diligently within the bounds of the law." McLean did not violate Rule 1.3(a). At all periods of time in this case, McLean remained attentive to the needs of this case. Jones called and/or emailed McLean almost daily and McLean never failed to accept Jones' calls or timely respond to her emails. McLean met all filing deadlines in this case. She filed all of the appropriate pleadings, motions, oppositions and met all discovery deadlines. McLean spoke with or emailed Jones almost daily to provide updates, court orders and defense communications to Jones. McLean performed factual research on the case for three months prior to filing it. Three months before filing the case, McLean evaluated mold and construction inspections and medical records of the Jones' family. McLean

also researched the applicable statutes and caselaw related to the case. McLean also communicated with defense counsel prior to filing the case, in an attempt to settle it. Neglect of a client is defined as "indifference and a consistent failure to carry out the obligations that the lawyer has assumed to the client." *In re Wright*, 702 A.2d 1251, 1255 (D.C. 1997); see also D.C. R. Prof. Conduct 1.3, Cmt. 8 ("Neglect of client matters is a serious violation of the obligation of diligence."). McLean represented Jones with diligence and zeal. McLean did not neglect this case nor Jones as a client.

Rule 1.3(c) provides that an attorney "shall act with reasonable promptness in representing a client." McLean acted with reasonable promptness in representing Jones. McLean acted with reasonable promptness in investigating and filing Jones' complaint. McLean filed supplemental expert witness disclosures once she had the required documentation from experts and they had consented to act as experts in Jones' case. McLean complied with every discovery request. Even after filing a motion to withdraw, McLean continued to work diligently on the case.

Rule 1.4(b) states than an attorney "shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation." The Rule places the burden on the attorney to "initiate and maintain the consultative and decision-making process if the client does not do so and [to] ensure that the ongoing process is thorough and complete." D.C. R. Prof. Conduct 1.4, cmt. [2]. McLean communicated with Jones almost daily, via phone and mail. McLean explained the matter to the extent reasonably necessary to permit Jones to make informed decisions regarding the representation. "While [a]n attorney need not communicate with a client as often as the client would like, the attorney's communication with the client must be reasonable under the circumstances." *Ekekwe-Kauffman*, 210 A.3d at 789 (internal quotation marks omitted). "Accordingly, the 'guiding principle' for evaluating conduct under Rule 1.4 is whether the lawyer fulfilled 'reasonable client expectations for information' consistent with the lawyer's 'duty to act in the client's best interests' and the client's overall objectives." Id. (quoting D.C. R. Prof. Conduct 1.4, Cmt. [3]). "To meet that expectation, a lawyer not only must respond to client inquiries but also must initiate communications to provide information when needed." Id. (internal quotation marks omitted). "[A] lawyer may not withhold

information to serve the lawyer's own interest or convenience." *In re Mitrano*, 952 A.2d 901, 927 (D.C. 2008) (quoting D.C. R. Prof. Conduct 1.4, Cmt. [5]). McLean provided information to Jones regarding her case on a regular basis. McLean kept Jones informed about her case, communicating filing deadlines, court orders, discovery and preparing her for depositions. McLean also communicated settlement offers to Jones. McLean never withheld information regarding her case from Jones.

Conclusion

WHEREFORE, McLean moves the court to dismiss all charges.

Date: August 3, 2026

Respectfully submitted,

_____/s/_____

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CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of August 2026 a copy of the foregoing Document has been served electronically via email and/or via first-class mail, postage prepaid upon the following:

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