

22-CV-1731
CAUSE NO. _____

WAYNE SUTHERLAND and TERRI
SUTHERLAND,

Plaintiffs,

v.

TAYLOR MORRISON OF TEXAS, INC.,
and TAYLOR WOODROW
COMMUNITIES – LEAGUE CITY, LTD.

Defendants.

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IN THE DISTRICT COURT OF

GALVESTON COUNTY, TEXAS

Galveston County - 10th District Court

____ JUDICIAL DISTRICT

PLAINTIFFS’ ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES WAYNE SUTHERLAND and TERRI SUTHERLAND, (“Plaintiffs”),
complaining of Taylor Morrison of Texas, Inc., and Taylor Woodrow Communities – League City,
LTD, (“Defendants”), and for cause show the Court as follows:

DISCOVERY CONTROL PLAN

1. Plaintiffs intend that discovery in this case to be conducted under the provisions of Texas
Rule of Civil Procedure 190, Level 3, and requests that the Court enter an appropriate scheduling
order.

PARTIES

2. Plaintiffs are residents of Galveston County, Texas, and reside at 4725 Isla Canela Lane,
League City, Texas 77573.

3. Defendant Taylor Morrison of Texas, Inc. is a Domestic For-Profit Corporation that may
be served through its registered agent, Registered Agent Solutions, Inc., at Corporate Center One,
5301 Southwest Parkway, Suite 400, Austin, TX 78735.

4. Defendant, Taylor Woodrow Communities-League City, Ltd. is a Domestic Limited Partnership that may be served through its registered agent, Registered Agent Solutions, Inc., at Corporate Center One, 5301 Southwest Parkway, Suite 400, Austin, TX 78735.

JURISDICTION AND VENUE

5. The subject matter in controversy is within the jurisdictional limits of this Court. Pursuant to the Texas Rules of Civil Procedure §47, Plaintiffs seek monetary relief more than \$250,000 but less than 1,000,000.

6. This Court has personal jurisdiction of the parties because both Defendants are domestic entities, and the Plaintiffs reside in Galveston County.

7. Venue is proper in Galveston County because the cause of action alleged arose in Galveston County and the real property subject to this suit is sited in Galveston County.

FACTS

8. This case concerns design and construction defects and related fraud that have caused excessive moisture, humidity, significant mold growth and mycotoxins causing personal injury and sickness as well as damage to the Plaintiffs' home and numerous other properties in their neighborhood. Plaintiffs, Wayne and Terri Sutherland, purchased the home located in the Mar Bell development at 4725 Isla Canela Lane in League City, TX (Home) in October 2017. The Home was built by Defendants and sold to Satya Ramadass and Radhika Jayanthi and construction was substantially complete on or after 07/07/2015. The Plaintiffs, Wayne and Terri Sutherland, purchased the home from Satya Ramadass and Radhika Jayanthi. Defendants knew of excessive moisture, humidity, significant mold and/or moisture problems that had occurred and were developing in identical and/or similar homes and floorplans as the Plaintiffs'. Taylor Morrison

apparently attempted to repair and remediate some problems with the home. However, Taylor Morrison's attempts fell short and/or failed.

9. The cornerstone of the American dream is homeownership. However, for this family, the American dream has turned into a nightmare of personal injury, frustration, anxiety, and uncertainty. Or as Taylor Morrison puts it, "inconvenient, frustrating and extremely stressful." As has been reported by the Houston Chronicle, Galveston Daily News, KHOU and numerous other media outlets, Mar Bella is plagued with "moldy homes" because of an extensive list of construction and design defects, which Defendants have now acknowledged exist and need to be remedied in the Plaintiffs' home.

10. The beautiful master-planned community on the eastern side of League City is unfortunately now often referred to by residents as "Mold Bella". Taylor Morrison describes the community on their website as, "acres of lakes, preserves, greenbelts, parks and plenty of palm trees, Mar Bella offers a slice of paradise". Because of the Defendants multiple widespread construction defects, including but not limited to the building envelope, roof, the attic, the HVAC and shower installation, the paradise has been upended and the streets have become filled with dumpsters sitting in front of empty homes.

11. Unfortunately, design and construction defect claims are not new to the Defendants and the various associated entities, partnerships, subsidiaries and holding companies that make up Taylor Morrison Home Corporation.

12. The Plaintiffs' home has developed excessive moisture, humidity and significant mold growth and mycotoxins resulting from multiple design and construction defects.

13. Taylor Morrison is well aware of the problem they created. On October 4, 2018, Taylor Morrison sent a letter, allegedly to all Mar Bella homeowners, where they acknowledged the

problems and admitted they were aware of for many months, and advised they did not know what the solution was, but they were searching for an answer:

“October 4, 2018

Dear Mar Bella Homeowner,

We extend our sincerest apology for the negative experience and concerns you have faced as we work to fix the moisture issues in the affected homes in Mar Bella-**we know it has been inconvenient, frustrating, and extremely stressful**. We also recognize that you deserve to be kept informed of the current situation in the community and we are moving forward with a consistent communication plan. Today, we would like to provide you a real-time update.

First, we want to reassure you that Taylor Morrison stands behind its homes and will not stop until the problem is solved. In our work toward a final solution, we have made **significant progress over the last few months** with external, independent experts and will continue to partner with industry experts within our organization and beyond to repair the issues that exist within the affected homes today.

Some of the previous attempts to fix homes in Mar Bella with these excessive moisture issues have not worked despite our efforts. Even though the symptoms are clear, the cause of the problem is multifaceted, making it sometimes difficult to diagnose and determine the appropriate repair. Also, each home or floorplan appears to have a slightly different cause or combination of causes (e.g. ventilation, duct installation, system design, etc.). Second, the experts have conducted and continue to perform **onsite inspections and research over the last several months** to diagnose the specific causes and potential solutions. We are currently evaluating new repair options and testing them in a sample of homes within Mar Bella to ensure they are permanent, effective solutions before we begin installing them in the impacted homes. The test cases will be monitored closely to determine their effectiveness. Once the tests are concluded, we will provide you with detailed information about our plans to repair the impacted homes. While **we may not have all of the answers**, we are committed to ongoing, routine communication moving forward so you know where we stand at all times.”

14. Taylor Morrison further acknowledged the problem a couple of weeks later:

“October 31, 2018

Dear Mar Bella Homeowner,

Taylor Morrison has continued its work with a team of experts to develop a remedy for the **excessive condensation and, in some cases, mold issues that you have been experiencing** with your home. Since our last communication, we have inspected many homes with experts leading the way, installed and monitored various equipment options, and consulted with

those same experts to finalize a repair protocol for Mar Bella. This effort has been focused on both controlling the elevated humidity in your attic, which contributes to excessive condensation, as well as reducing indoor humidity for your comfort. Those plans have now been finalized and the experts are confident in the proposed solutions to fix the problem.

Please understand that every home in Mar Bella will not receive the same repair because the **severity of the condensation varies from mild to significant** in the affected homes. Also, the particular **work needed to fix the problem depends on a variety of factors that include, but are not limited to, the design, installation, and equipment selection of your current HVAC system, the ventilation of the attic space, the design of the home, etc.** Therefore, we will not take a "one size fits all" approach when implementing the proper repair. We will focus on you, your issue and provide a solution that is tailored to your home."

15. Taylor Morrison is further aware of the problems because of lawsuits, settlements, and arbitration awards. In fact, a recent arbitration award from a similar property in the neighborhood found:

"The overwhelming credible evidence establishes that the home was defectively designed and/or constructed. All of the credible evidence establishes a breach of the implied warranty of habitability and/or good workmanship. The defective design and construction of the exterior walls and the attic ventilation, as well as the failure to properly install a properly sized air conditioning system, all contributed to the high condensation and humidity levels inside the home and prohibits the house from being properly dehumidified. Moreover, it is these unacceptably high levels of humidity and moisture that caused the proliferation of elevated and unacceptable levels of mold throughout the home. The evidence clearly and persuasively established that the home will require substantial work to cure the defects and remediate the mold caused by the defects."

16. The Final Judgement was entered June 10, 2020, awarding the Plaintiffs actual damages, expert fees, attorney fees, plus an additional award of appellate attorney fees, interest, and

arbitration fees with a combined sum of \$517,098.01. Furthermore, the Plaintiffs were awarded post-judgment interest.

17. A second recent arbitration award from a similar house in the neighborhood made a similar finding:

“Claimants have presented substantial credible evidence of Respondents' breach of the common law implied warranty of good and workmanlike construction. The elements of this cause of action are as follows:

1. Respondents built residential property;
2. Claimants purchased the property;
3. Construction was not performed in a good and workmanlike manner;
4. Claimants suffered injury.

Throughout their briefing and in extensive credible evidence in the arbitration hearing, Claimants presented testimony supporting their claims of a "defective house," which is simpler way of saying that the house was not constructed in a good and workmanlike manner, and thus they have pled and proven a viable cause of action under Texas law.”

18. Plaintiffs, Wayne and Terri Sutherland developed concerns about excessive moisture, humidity and mold in his home.

19. In January 2020 Plaintiffs accept Taylor Morrison’s RCLA partial repair offer.

20. On October 27, 2020, Plaintiffs were provided with a Certificate of Mold Damage Remediation.

21. However, these limited repairs did not address all problems and failed to fix the problem and excessive humidity and mold continued in the home.

22. In January 2019, Plaintiffs Wayne and Terri Sutherland retained Vanderford Air to perform an inspection of their HVAC system. The results of the inspection were, no doubt, similar to what Taylor Morrison already knew... there was mold in the attic and throughout the house. Specifically, as it related to the HVAC system, Vanderford found and recommended:

Cooling performance

The air conditioning system design is not optimal. The duct systems have been installed incorrectly. The attic cannot breathe and this has caused condensation issues on the furnaces, evaporator coils, plenums, and ductwork. Under performing system and design has increased the RH% inside of the home.

Fresh Air

The home has a fresh air intake, but it has been disabled. We found the RH to be very high inside the home 70% downstairs and 60% upstairs. This is very high for any home and it needs addressed immediately.

Ventilation

The home has two small ridge vent and soffit vents. One additional vent was added to help the attic breathe but more ventilation is required. The soffit vents are covered with insulation and they need cleared out to allow air to enter the attic space. We recommend installing a solar attic fan to provide proper ventilation.

Recommendations

Because of the mold growth we observed we recommend replacing the HVAC unit as well as all duct work and associated distribution lines, return lines and vents. The EPA states if the home has insulated ducts and the insulation gets wet or moldy, it should be removed and replaced as it cannot be effectively cleaned (see attached). The interior construction of the duct work and plenum is porous in nature and as such it is not capable of being cleaned to the degree necessary to ensure complete removal of the mold (see NADCA ACR Standard 4.17 and IICRC S520). Further the internal workings of the HVAC mechanical equipment are not capable of being cleaned to the degree necessary to ensure total mold remediation (see IICRC S520). Given the history of mold issues in the home it is critical to have a UV light installed to prevent any growth from returning.

The home needs dehumidified to keep the humidity levels under control throughout the year. A whole house dehumidifier needs to be installed in the attic space and the fresh air duct needs dehumidified before entering the HVAC system. In addition, a solar attic fan needs to be installed in the attic space to allow the heat to exit the attic space.

The cost for total replacement of the system, along with a dedicated dehumidifier and UV light, complete with duct system redesign and replacement, media filter, solar attic fan and professional installation would be \$28,570.00. It is important to note that Vanderford's cost estimate does not include any demolition, mold remediation, decontamination, or construction costs. Only equipment and installation.

23. An extensive mold assessment on the Plaintiffs' home was performed by Texas Mold Inspectors (TMI). The inspections and testing by TMI confirmed the presence of various mold and mycotoxins within the Plaintiffs' house. TMI prepared a mold remediation protocol which requires extensive demolition, remediation and reconstruction.

24. All Disaster Claims (ADC) prepared a detailed line by line, 291-page mold repair estimate to comply with the mold remediation protocol prepared by TMI.

25. In compliance with the Residential Construction Liability Act (RCLA), Plaintiffs sent all reports and information to Taylor Morrison on or about August 5, 2019.

26. After receiving the RCLA Notice, Taylor Morrison had its mold inspections perform an inspection. Mold Inspection Sciences came to the same conclusion as Plaintiffs' experts. The house is contaminated with mold.

27. At all times pertinent herein, Defendants, and any of Defendants' agents, who were acting in the scope of their employment, were guilty of negligent conduct toward the Plaintiffs by the following:

- A. Failing to properly design, construct, install and inspect the building envelope, roof, attic, windows, HVAC system, showers, interiors and discover and remediate the defective and/or dangerous conditions;
- B. Failing to give adequate and understandable warnings to Plaintiffs of the unsafe conditions of the building envelope, roof, attic, HVAC system, showers, interiors;
- C. Failing to provide warnings to Plaintiffs of the unsafe conditions;
- D. Withholding knowledge of the design and construction defects plaguing Plaintiffs' and neighbors' home and causing personal injuries;
- E. Failing to remove the excessive moisture, humidity, toxic mold and mycotoxins

causing injury;

F. Failing to design and implement a full and complete remedy to previously disclosed problems;

G. Failure in the design and defects in the construction process to properly separate (including internal insulation and proper isolation) the conditioned spaces of the home from the unconditioned spaces as well as failure to properly design and construct the exterior building envelope to prevent outside conditions and humidity from penetrating into the interior of the home.

H. Failing to design and implement a full and proper remediation and repair.

I. Failing to properly install the weather resistant barrier, violating the applicable building code and manufacturers requirements.

J. Failing to install or construct a continuous thermal barrier of the home.

K. Filing to seal the top and bottom plates.

28. Defendants and Defendants' agents knew, or in the exercise of reasonable care, had reason to know that the excessive moisture, humidity and toxic mold and mycotoxins constituted an unreasonable and/or dangerous condition to Plaintiffs.

29. Plaintiffs would show the Court that the above-described acts and omissions of negligent conduct constituted the proximate cause of serious personal injury and other damages as detailed below. Plaintiffs contend, and has attached relevant exhibits to this petition in support of said contentions, the following construction defects-failures in the construction of Plaintiffs' home associated with Defendant's acts and omissions:

a. failure/defects of the building envelope

b. failure/defects of the HVAC system

- c. failure/defects with the shower and tub installation and design
- d. failure/defect of the water-proofing system
- e. failure/defect of the insulation
- f. failure/defect of the roofing system
- g. failure/defect of the mechanical equipment
- h. failure/defect of the design and construction
- i. failure/defect in the separation of the conditioned and unconditioned areas of the home.
- j. failure/defect in the weather resistant barrier of the home.
- k. failure to seal the top and bottom plates of the home.
- l. failing to properly install the windows.

CAUSES OF ACTION

NEGLIGENT REPAIR AND REMEDIATION

The Defendants performed partial repairs and mold remediation on the home. The Defendants had a duty to perform the repair and remediation as an ordinary and reasonable homebuilder would. That requires that the repairs be done in such a manner that the repairs would actually identify and remove the mold and its causes. The Defendants breached that duty by failing to repair the causes of the mold and by failing to remove the mold.

BREACH OF CONTRACT

Plaintiff and Defendants had a valid, enforceable contract in place for the accepted partial repairs issued by Defendant and agreed to by the Plaintiff. The Plaintiff was the beneficiary of this contract.

The RCLA required The Sutherlands to present Taylor Morrison with their claims. In return, the RCLA allows Taylor Morrison to make an offer of repair. That offer of partial repairs was accepted by The Sutherlands, reserving the right to bring claims of the unmitigated and repaired defects.

The Plaintiff fully performed by accepting the per diem, the scope of partial repairs, and by allowing Taylor Morrison to coordinate and hire the contractors to make the repairs.

Defendants breached the contract by not performing the partial repairs in accordance with the mold remediation protocol so that the home would be and continue to be mold free. The actions by Defendants and their designated agents constitute a material breach of Defendants' contract with the Plaintiff. As a result of this breach of contract, the Plaintiff has suffered the damages that are described in this petition, the producing cause of which are Defendants' actions.

RESIDENTIAL CONSTRUCTION LIABILITY ACT

Defendant violated Chapter 27 of the Texas Property Code. The Residential Construction Liability Act (RCLA) permits recovery of damages or other relief arising from construction defects. Plaintiffs complied with the Notice requirements of RCLA. Defendants' response was unreasonable because, among other things, Defendants

failed to acknowledge all of the defects although they had acknowledged the exact same defects on numerous prior occasions, failed to address all defects and damages.

BREACH OF IMPLIED WARRANTIES

30. Defendants breached the implied warranty of habitability. The excessive moisture, humidity, mold, and mycotoxin growth, as well as the design and construction defects that caused said excessive moisture, humidity, mold and mycotoxin growth, are latent defects that rendered the home unsafe, unsanitary, or otherwise unfit for living therein.

NEGLIGENT CONSTRUCTION

31. Defendants had a duty to Plaintiffs and others to exercise ordinary care and to provide a reasonably safe constructed home.

32. Defendants breached said duty of reasonable care by allowing longstanding issues from the design and construction of the home to remain unaddressed, allowing excessive moisture, humidity and the growth of toxic mold and mycotoxins, and by their failure to address known issues and take other reasonable measures to remove the excessive moisture, humidity and toxic mold and mycotoxins and make the premises reasonably safe for Plaintiffs and any other occupants.

DISCOVERY RULE

33. Defendants are estopped from asserting the affirmative defense of limitations because Plaintiffs did not discover, nor could Plaintiffs have discovered by the exercise of reasonable diligence, the existence of their causes of action against Defendants until less than two years prior to the date on which Plaintiffs filed their original petition in this lawsuit.

DAMAGES

34. Plaintiffs sustained economic damages as a result of the construction design and defects

including, but not limited to, the following:

- (a) The reasonable cost of repairs necessary to cure any design or construction defect;
- (b) The reasonable cost to remediate the excessive moisture, humidity, mold and mycotoxins and rebuild following such remediations;
- (c) The reasonable cost to remediate and repair improperly installed WRB;
- (d) The reasonable cost to remediate and seal the top and bottom plates;
- (e) The reasonable and necessary cost to replace or repair any damaged personal property in the home;
- (f) Reasonable and necessary engineering and consulting fees;
- (g) The reasonable expenses of alternative housing during such repair and remediation;
- (h) Reasonable and necessary attorney's fees.

35. Defendants' acts or omissions, which when viewed objectively from the standpoint of the Defendants at the time of occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. Defendants had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of the Plaintiffs.

36. Defendants' acts or omissions described above, when viewed from the standpoint of the Defendant at the time of the act or omission, involved an extreme degree of risk, considering the probability of irreparable harm to Plaintiffs and others.

37. By reason of the above, Plaintiffs have suffered losses and damages in a sum within the sole discretion of the jury.

ATTORNEYS' FEES

38. Request is made for all costs and reasonable and necessary engineering, consulting and attorneys' fees incurred by or on behalf of Plaintiffs, including all fees necessary in the event of an

appeal of this cause to the Court of Appeals and/or the Supreme Court of Texas, as provided by Chapter 27 of the Texas Property Code, and common law.

CONDITIONS PRECEDENT

39. All conditions precedent to filing of this suit have been met.

DEMAND FOR JURY TRIAL

40. Plaintiffs hereby demand trial by jury.

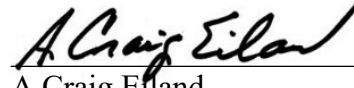
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that, upon trial hereof, said Plaintiffs have and recover such sums as would reasonably and justly compensate them in accordance with the rules of law and procedure, as to actual damages, and all punitive and exemplary damages as may be found. In addition, Plaintiffs request the award of attorney's fees for the trial and any appeal of this case, for all costs of Court on their behalf expended, for prejudgment and post-judgment interest as allowed by law, and for any other and further relief, either at law or in equity, to which it may show themselves justly entitled.

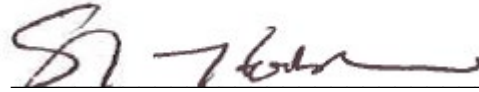
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Respectfully submitted,

EILAND & BONNIN, PC



A Craig Eiland
State Bar No. 06502380
2200 Market Street, Suite 501
Galveston, Texas 77550
Telephone: (409) 763-3260
Facsimile: (409) 763-8154
Email: ceiland@eilandlaw.com



Shaun W. Hodge
HODGE LAW FIRM, PLLC
State Bar No. 24052995
1301 Market Street
Galveston, Texas 77550
Phone: (409) 762-5000
Facsimile: (409) 763-2300
Email: shodge@hodgefirm.com

THE FAUBUS FIRM

/s/ Dax O. Faubus

Dax O. Faubus
State Bar No. 24010019
1001 Texas Avenue, 11th Floor
Houston, Texas 77002
Telephone: (713) 222-6400
Facsimile: (713) 222-7240
dax-notice@faubusfirm.com

ATTORNEYS FOR PLAINTIFFS

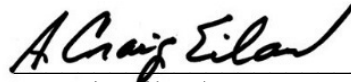
**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION
TO DEFENDANTS, TAYLOR MORRISON OF TEXAS, INC., AND TAYLOR
WOODROW COMMUNITIES – LEAGUE CITY, LTD**

TO: TAYLOR MORRISON OF TEXAS, INC., AND TAYLOR WOODROW COMMUNITIES – LEAGUE CITY, LTD., Defendants

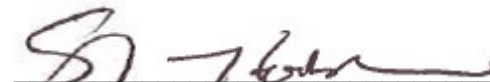
NOW COMES, WAYNE AND TERRI SUTHERLAND, Plaintiffs in the above styled and numbered cause, and requires that TAYLOR MORRISON OF TEXAS, INC., AND TAYLOR WOODROW COMMUNITIES – LEAGUE CITY, LTD., Defendants, answer the following Requests for Production pursuant to Rule 196.3 of the Texas Rules of Civil Procedure, and Plaintiffs requires that answers to same and copies of the original documents be served upon Eiland & Bonnin, PC and The Hodge Law Firm, PLLC. Pursuant to Rule 196.3, the documents must be produced as they are kept in the usual course of business or organized and labeled to correspond to the requests for production. Pursuant to Rule 196.2, a Response to these Requests shall be served within fifty (50) days after receipt of the Requests.

Respectfully submitted,

EILAND & BONNIN, PC



A Craig Eiland
State Bar No. 06502380
2200 Market Street, Suite 501
Galveston, Texas 77550
Telephone: (409) 763-3260
Facsimile: (409) 763-8154
Email: ceiland@eilandlaw.com



Shaun W. Hodge
HODGE LAW FIRM, PLLC
State Bar No. 24052995
1301 Market Street
Galveston, Texas 77550
Phone: (409) 762-5000
Facsimile: (409) 763-2300
Email: shodge@hodgefirm.com

THE FAUBUS FIRM

/s/ Dax O. Faubus _____

Dax O. Faubus

State Bar No. 24010019

1001 Texas Avenue, 11th Floor

Houston, Texas 77002

Telephone: (713) 222-6400

Facsimile: (713) 222-7240

dax-notice@faubusfirm.com

ATTORNEYS FOR PLAINTIFF

DEFINITIONS AND INSTRUCTIONS

Pursuant to the provisions of TEX. R. CIV. P. 196, you are hereby requested to produce the below-designated documents.

These Requests are to be considered as continuing, and you are requested to provide by way of supplemental answers such additional information as you or any other person acting on your behalf may obtain which will augment or otherwise modify your response given to the Request below. Such supplemental responses are to be filed and served upon this party immediately upon receipt of such information.

The following terms shall have the meaning indicated below:

- a. "Person" means natural persons, corporations, partnerships, sole proprietorships, unions, associations, federations or any other kind of entity.
- b. "Document" means any printed, typewritten, mechanically or otherwise recorded matter of whatever character including but not without limitation, letters, purchase orders, memoranda, telegrams, notes, catalogues, brochures, diaries, reports, calendars, inter- and intra-office communications, statement, investigative reports, announcements, depositions, answers to interrogatories, pleadings, judgments, newspaper articles, photographs, tape recordings, motion pictures and any carbon or photographic copies of any such material if you do not have custody or control of the original. If any document requested to be identified was, but is no longer in your possession or control or is no longer in existence, state whether it is (1) missing or lost; (2) destroyed; (3) transferred voluntarily or involuntarily to others, and if so, to whom, or (4) otherwise disposed of, and in each instance explain the circumstances surrounding an authorization of such disposition thereof, state the approximate date thereof and describe its contents.
- c. "You" and "Your" shall mean the party to whom these questions are directed as well as agents, employees, attorneys, investigators and all other persons acting for said "party."
- d. The term "communication" means any oral or written utterance, notation, or statement of any nature whatsoever, by and to whomsoever made, including, correspondence, conversations, dialogues, discussions, interviews, consultations, agreements, and other understandings, among two or more persons.

PRIVILEGED OR PROPRIETARY DOCUMENTS

If any document requested is withheld on the basis of any claim of privilege or work product, or otherwise, you are requested to submit in lieu of any such information a written statement, no later than the date of the commencement of the document production:

- a. Identifying the person or persons who prepared or authored the document and, if applicable, the person or persons to whom the document was sent or shown;
- b. Specifying the date on which the document was prepared or transmitted;
- c. Identifying the subject matter of the document;
- d. Describing the nature of the document (e.g., letter, telegram, etc.);
- e. Stating the number of pages, attachments, and appendices;

- f. Stating the identity of each person who had access to, custody of, and who received a copy of the document;
- g. Identifying the present custodian;
- h. Stating the reason why the document was not produced;
- i. Stating briefly why the document is claimed to be privileged or to constitute work product; and
- j. Identifying the paragraph of this request to which the document relates.

If any document relates in any way to a meeting or to any conversation, all participants in the meeting or conversation are to be identified.

ELECTRONICALLY STORED INFORMATION

For electronically stored information, please produce, no later than the date of the commencement of the document production, a discovery log that details the type of information, the source of information, the discovery request to which the information corresponds, and the information's electronic ID number. Write all the electronically stored information to a reasonably usable storage media, such as a CD, DVD, or Flash Drive.

For electronically stored information, identify every source containing potentially responsive information that You are not searching or producing.

LOST OR DESTROYED DOCUMENTS

If any document requested has been lost, discarded, or destroyed, you are requested to submit a written statement no later than the date of the commencement of the document production, identifying as completely as possible each such document so lost, discarded or destroyed. Identification of each such document shall include the date of disposal, manner of disposal, reason for disposal, persons authorizing the disposal, persons having knowledge of the disposal and persons disposing of the company.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Please produce all communication and correspondence between you and the HVAC contractor regarding ALL complaints that you attribute to the design or installation of the HVAC system.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2: Please produce all demands for coverage as an additional insured, contractual indemnity or contractual contribution to any contractor, subcontractor, architect or engineer related to claims or mold, moisture, smells, HVAC, attics, roofs, baths or showers for homes in the Mar Bella Subdivision.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3: Please produce all documents referring to or describing “the problem” as referenced in Defendants October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4: Please produce all drafts with comments of the October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5: Please produce all documents, correspondence and communication with “external, independent experts” and “industry experts within our organization and beyond” to repair the issues referred to in your October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6: Please produce all documents that identify “the issues” referred to in your October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7: Please produce all documents which identify the “cause of the problem” referred to in your October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8: Please produce all documents identifying the causes or combination of causes referred to in your October 4, 2018 letter to Mar Bella Homeowners. (“each home or floorplan appears to have a different cause or combination of causes (e.g. ventilation, duct installation, system design, etc).”

RESPONSE:

REQUEST FOR PRODUCTION NO. 9: Please produce all research conducted by “the experts” referred to in your October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10: Please produce all “new repair options” referred to in your October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11: Please produce the results of all “testing them in a sample of homes within Mar Bella” referred to in your October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12: Please produce “detailed information about our plans to repair the impacted homes” referred to in your October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13: Please produce all “ongoing, routine communication” referred to in your October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14: Please produce all communication and correspondence to or from Marbella@taylormorrison.com referred to in your October 4, 2018 letter to Marbella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15: Please produce all documents forming and/or identifying “a dedicated Mar Bella team comprised of personnel fully focused on assisting Mar Bella residents until all issues have been resolved” referred to in your October 4, 2018 letter to Mar Bella Homeowners.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16: Please produce the sales contract of Plaintiffs’ home construction making the basis of this suit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17: Please produce the entire investigation files generated and maintained by Defendant in the ordinary course of business pertaining to Plaintiffs’ claim(s) making the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18: All training and educational materials which instruct employees or representatives in handling claims for warranty requests from homeowners. This request is limited to the Mar Bella Subdivision.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19: All communications and documents including electronic between Defendant and Plaintiffs regarding Plaintiffs’ house/home/claim(s).

RESPONSE:

REQUEST FOR PRODUCTION NO. 20: All communications and documents, including electronic, between Defendant and any third-party regarding Plaintiffs' claim(s). This includes but is not limited to communication and correspondence related to Plaintiffs complaints or claims regarding HVAC and/or mold with architects, engineers, contractors or subcontractors who originally designed or built the home, the mold inspection company (Mold Inspection Services) and Norex Engineering Inc/Michael Scanlon and any proposed contractor or subcontractor for the proposed repair of Plaintiffs home.

RESPONSE:

REQUEST FOR PRODUCTION NO. 21: All communications and documents, including electronic, between Defendant and any other entity regarding Plaintiffs' claims.

RESPONSE:

REQUEST FOR PRODUCTION NO. 22: All communications and documents, including electronic, between Defendant's business departments, including all individuals or entities part of the Defendant company, regarding Plaintiffs' claims.

RESPONSE:

REQUEST FOR PRODUCTION NO. 23: All communications and documents Defendants sent to any other entity regarding Plaintiffs or the property, after Defendants were notified of Plaintiffs' claim(s).

RESPONSE:

REQUEST FOR PRODUCTION NO. 24: All photographs, diagrams, drawings, or other graphic depictions of the Plaintiffs or the Property made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 25: Any and all documents, reports, data, emails, notes, photos, videos, manuals, guides, and summaries regarding the claim(s) made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 26: Any and all request, complaints, reports, claim files and claim reports, including but not limited to notes, emails, data, photos, videos, manuals, guides, summaries and claim documents, regarding all warranty claims made by homeowners in Mar Bella to Defendants, specifically regarding mold, smells, moisture, HVAC, attics, roofs, bathtubs or showers in the Marbella Subdivision. This request is limited to the Mar Bella Subdivision.

RESPONSE:

REQUEST FOR PRODUCTION NO. 27: All documents, including reports, estimates, data, emails, testing, sampling, videos, and photographs prepared by or received by Defendants regarding inspections of Plaintiffs' Property made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 28: Any and all records or documents Defendants have reviewed and/or obtained regarding Plaintiffs' Property made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 29: Any and all materials, documents, statements and/or files that reflect verbal or written complaints, RCLA notices, DTPA notices and/or lawsuits filed by homeowners against Defendant regarding the construction, repair and/or addressing of homeowner warranty claims in Mar Bella Subdivision. This request is limited to the Mar Bella Subdivision. Defendants may exclude RCLA and DTPA Notice served by the undersigned counsel.

RESPONSE:

REQUEST FOR PRODUCTION NO. 30: A copy of each advertisement Defendants have used, published and/or distributed, through any means, in Texas. This request is limited to the last five (5) years.

RESPONSE:

REQUEST FOR PRODUCTION NO. 31: Any and all materials, documents, files, and/or reports sent to Defendants by its contractors, experts, employees, agents, and/or representatives on a monthly, weekly, or daily basis regarding Plaintiffs' claim(s). Include any and all field notes and summaries of the room-by-room scope of Plaintiffs' Property made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 32: Any and all materials, documents, files, invoices, and/or reports of any and all experts, contractors and roofing companies retained to investigate, inspect, and/or evaluate Plaintiffs' claim(s) made the basis of this lawsuit, prepared on behalf of the Defendants.

RESPONSE:

REQUEST FOR PRODUCTION NO. 33: Any and all materials, documents, files, invoices, and/or reports of any and all contractors, engineers or workers retained to investigate, inspect, and/or evaluate claims similar in nature to Plaintiffs' claim(s) asserted in this lawsuit, prepared on behalf of Defendants. This request is limited to the Marbella Subdivision.

RESPONSE:

REQUEST FOR PRODUCTION NO. 34: The most recent address maintained on file for any and all employees or representatives assigned to Plaintiffs' claim made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 35: Any and all documents reflecting company guidelines, procedures, or policies that serve as criteria for evaluating whether claims are covered or excluded by any policy provisions Defendants contends applied to Plaintiffs' claim(s).

RESPONSE:

REQUEST FOR PRODUCTION NO. 36: Any and all organizational charts for Defendants.

RESPONSE:

REQUEST FOR PRODUCTION NO. 37: Any and all organizational charts or diagrams for each department, unit, or section of Defendants.

RESPONSE:

REQUEST FOR PRODUCTION NO. 38: Any and all charts or diagrams reflecting the chain of command or supervisory hierarchy relating to each person involved in handling Plaintiffs' claim(s).

RESPONSE:

REQUEST FOR PRODUCTION NO. 39: Any and all documents related to the first 10 notices or complaints of mold, moisture, smells, HVAC, showers or baths. This request is limited to the Mar Bella Subdivision.

RESPONSE:

REQUEST FOR PRODUCTION NO. 40: Any and all documents, including correspondence and checks, exchanged between Defendants and any and all vendors concerning Plaintiffs' claim(s).

RESPONSE:

REQUEST FOR PRODUCTION NO. 41: Any and all documents relating to or reflecting any and all inspectors, engineers, or employees assigned to Plaintiffs' claim made the basis of this Lawsuit, from the time of hiring through the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 42: Any and all documents relating to the assignment of Plaintiffs' claim(s) to any and all inspectors, engineers or employees assigned to Plaintiffs' claims made the basis of this lawsuit, from the time of hiring through the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 43: If you are withholding documents based upon the assertion of a privilege, please produce a privilege log, detailing with reasonable particularity a description of the documents withheld, the number of documents, and the applicable privilege which Defendants claim properly precludes the information discovery.

RESPONSE:

REQUEST FOR PRODUCTION NO. 44: Any and all advanced or specialized certifications of personnel who inspected, investigated, and/or supervised the investigation of the claim(s) pertaining to the Property made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 45: Any and all documents, including contracts, rules, guidelines and/or instructions exchanged between Defendants, Plaintiffs and any and all inspectors, engineers, or employees assigned to Plaintiffs' claims made the basis of this Lawsuit, from the time of hiring through the present, and any other entities with whom Defendants worked or communicated regarding the Property made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 46: Any and all indemnity agreements between Defendants and any other person, firm, or corporation against which a claim of indemnification might be brought because of the facts in this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 47: Any and all complaint policies and procedures regarding the handling by Defendants of complaints made by homeowners. This request is limited to the Mar Bella Subdivision.

RESPONSE:

REQUEST FOR PRODUCTION NO. 48: All non-privileged e-mails regarding the investigation, assessment, and/or handling of the claim(s) of mold, moisture, HVAC, showers or tubs in the Mar Bella Subdivision.

RESPONSE:

REQUEST FOR PRODUCTION NO. 49: All e-mails between Defendants' inspectors, agents, supervisors, officers, and/or executives regarding changes in the educational programs relating to the handling of warranty claims.

RESPONSE:

REQUEST FOR PRODUCTION NO. 50: True and complete copies of all billing records from any and all independent inspectors regarding the claim(s) made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 51: True and complete copy of activity logs filed by the staff and independent inspectors on the file pertaining to the claims(s) made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 52: Any and all reports, documents, or correspondence containing the names and locations of all inspectors, engineers, or employees who have worked on this file to the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 53: True and complete copies of all billings on the file from the independent inspectors, including the time sheets or documentation used to justify the billings.

RESPONSE:

REQUEST FOR PRODUCTION NO. 54: Any and all lawsuits involving vendors, staff or management involved with warranty claims, construction defects, breach of contract, and fraud claims related to work in the Mar Bella Subdivision.

RESPONSE:

REQUEST FOR PRODUCTION NO. 55: Any and all correspondence and lawsuits concerning the issues of honesty, conflict of interest, criminal actions, past criminal record, criminal conduct, fraud investigation and/or inappropriate behavior of any person associated with the handling of Defendants' claim files, management of property damage, including staff and vendors.

RESPONSE:

REQUEST FOR PRODUCTION NO. 56: Any and all demand letters, and/or lawsuits filed against any of Defendants' vendors, or by any vendors against Defendants. This request is limited to the Mar Bella Subdivision.

RESPONSE:

REQUEST FOR PRODUCTION NO. 57: Studies commissioned by or on behalf of Defendants, including any done by a law firm to analyze its claim management strategies.

RESPONSE:

REQUEST FOR PRODUCTION NO. 58: Please produce your Activity Log related to the claim that forms the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 59: Please produce your claims manual that applies or applied to this claim up to the time that you received a demand letter from Plaintiffs or were served with the petition in this case.

RESPONSE:

REQUEST FOR PRODUCTION NO. 60: Please identify the "team of experts" Defendants worked with as referenced in the October 31 letter to "Dear Mar Bella Homeowner".

RESPONSE:

REQUEST FOR PRODUCTION NO. 61: Please produce the repair protocol that you were referring to when you state, "...and consulted with those same experts to finalize a repair protocol for Mar Bella" in your October 31, 2018 letter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 62: Please produce all documents that you refer to or support the statement, "Those plans have now been finalized and the experts are confident in the proposed solutions to fix the problem" as referenced in your October 31, 2018 letter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 63: Please produce all documents which reflect that "the experts are confident in the proposed solution to fix the problem" as referenced in your October 31, 2018 letter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 64: Please produce all inspections and individualized repair plans that were started or completed as a result of your statement, "With that fact in mind, Taylor Morrison will begin contacting affected homeowners to schedule meetings and inspections

so that our experts can finalize a repair plan for your home. Your home will receive a thorough diagnosis and individualized repair plan” as referenced in your October 31, 2018 letter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 65: Please produce all documents reflecting how you determined who the “affected homeowners” were as referenced in your October 31, 2018 letter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 66: Please produce all correspondence to and from “affected homeowners” or any homeowner as a result of you October 31, 2018 letter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 67: Please produce all documents reflecting the dates you first became aware of the problems or defects.

RESPONSE:

REQUEST FOR PRODUCTION NO. 68: Please produce all documents of the first remedies to these problems or defects referenced in your October 04 and 31, 2018 letters.

RESPONSE:

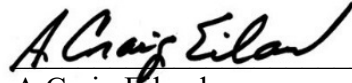
PLAINTIFFS' FIRST SET OF INTERROGATORIES
TO DEFENDANTS, TAYLOR MORRISON OF TEXAS, INC., AND TAYLOR
WOODROW COMMUNITIES – LEAGUE CITY, LTD

TO: TAYLOR MORRISON OF TEXAS, INC., AND TAYLOR WOODROW COMMUNITIES – LEAGUE CITY, LTD., Defendants

NOW COMES, WAYNE AND TERRI SUTHERLAND, Plaintiffs in the above styled and numbered cause, and requires that TAYLOR MORRISON OF TEXAS, INC., AND TAYLOR WOODROW COMMUNITIES – LEAGUE CITY, LTD., Defendants, answer the following interrogatories under the provisions of Rule 197 of the Texas Rules of Civil Procedure, and Plaintiffs requires that answers to same be served upon the Eiland & Bonnin, P.C. and The Hodge Law Firm, PLLC. no later than fifty (50) days after the date of the service hereof.

Respectfully submitted,

EILAND & BONNIN, PC



A Craig Eiland

State Bar No. 06502380

2200 Market Street, Suite 501

Galveston, Texas 77550

Telephone: (409) 763-3260

Facsimile: (409) 763-8154

Email: ceiland@eilandlaw.com



Shaun W. Hodge

HODGE LAW FIRM, PLLC

State Bar No. 24052995

1301 Market Street

Galveston, Texas 77550

Phone: (409) 762-5000

Facsimile: (409) 763-2300

Email: shodge@hodgefirm.com

THE FAUBUS FIRM

/s/ Dax O. Faubus

Dax O. Faubus

State Bar No. 24010019

1001 Texas Avenue, 11th Floor

Houston, Texas 77002

Telephone: (713) 222-6400

Facsimile: (713) 222-7240

dax-notice@faubusfirm.com

ATTORNEYS FOR PLAINTIFFS

DEFINITIONS AND INSTRUCTIONS

The undersigned party propounds the attached questions to you under the provisions of Rule 197 of the Texas Rules of Civil Procedure. These questions are being served on your attorney and answers to the Interrogatories should, to the extent possible, be answered in the spaces provided; and if additional space is needed, please use additional sheets or the back of the preceding page. You are notified that this party specifies that the answers shall be filed and served upon the undersigned on or before the expiration of fifty (50) days from the date of the service of these questions; and the questions and your sworn answers may be offered in evidence at the trial of this lawsuit.

In answering these questions, please furnish all information available to you, including information in the possession of your attorney, or its investigators, and all persons acting in your behalf, and not merely such information known of your own personal knowledge. If you cannot answer the Interrogatory in full after exercising due diligence to secure the information, so state in your answer and, to the extent possible, answer stating whatever information or knowledge you have.

These Interrogatories are to be considered as continuing, and you are requested to provide by way of supplemental answers such additional information as you or any other person acting on your behalf may obtain which will augment or otherwise modify your answers given to the Interrogatories below. Such supplemental responses are to be filed and served upon this party immediately upon receipt of such information.

The following terms shall have the meaning indicated below.

- a. "Person" means natural persons, corporations, partnerships, sole proprietorships, unions, associations, or any other kind of entity or its agents, servants and employees.
- b. "Document" means any written instrument, recorded matter of whatever character, including but without limitation contracts, letters, purchase orders, memoranda, telegrams, notes, catalogs, brochures, diaries, reports, calendars, statements, investigative reports, announcements, newspaper articles, photographs, tape recordings, motion pictures, and any carbon or photographic copies of any such material, and anything else in writing.
- c. "You" and "Your" shall mean the party to whom these questions are directed as well as agents, employees, attorneys, investigators and all other persons acting for said party.
- d. "Misconduct" is defined as an activity, act, or omission to act which result in a breach of warranty, express or implied, violation of any statute, regulation, or industry standard, whether relating to safety or otherwise, or a breach of any duty of any care.
- e. "Plaintiffs" is defined as the party who is propounding these Interrogatories to you and any of its agents, servants or employees.
- f. "Occurrence" shall mean the accident, event or happening as set forth in the Plaintiffs' complaint that has given rise to this lawsuit.
- g. When asked to "describe" a document, state the title, subject matter, author, date, addressee, file designation and other identifying designation and the present locations and custodian of the document.

Whenever an Interrogatory asks information concerning a document, you are requested to attach a copy of that document to your answers.

In each question wherein you are asked to identify a person, please state with respect to such person his full name, last known address and home telephone number. If the person to be identified is not a natural person (e.g. a corporation) give its name and address and principal business activity.

FIRST SET OF INTERROGATORIES

INTERROGATORY NO. 1: State the name, address, telephone number, and position or job title of all persons answering these interrogatories.

ANSWER:

INTERROGATORY NO. 2: State whether Defendants contend that any conditions precedent to Plaintiffs' recovery has not been met, whether said conditions be stated in the sales contract or required by law. If so, state what conditions have not been met.

ANSWER:

INTERROGATORY NO. 3: List the date(s) Defendants requested that Plaintiffs provide any named Defendant(s) in this cause of action with requested information that was required in order to properly evaluate Plaintiffs' claim(s).

ANSWER:

INTERROGATORY NO. 4: State whether Defendants contend that Plaintiffs did not provide any named Defendant(s) in this cause of action with requested information that was required in order to properly evaluate Plaintiffs' claim(s). If so, state what information was requested and not provided, and the dates of the requests.

ANSWER:

INTERROGATORY NO. 5: State the legal theories and describe the factual basis, for your contention that Defendants fully complied with each of the claims handling requirements codified in Texas Business and Commerce Code § 27.01, the violation of which is alleged in Plaintiffs' current live pleading against Defendants.

ANSWER:

INTERROGATORY NO. 6: State the name, address, and telephone number of each homeowner who gave Defendants written notice, within the last five years of a complaint about Defendant's defects in construction or need for warranty claims to be used.

ANSWER:

INTERROGATORY NO. 7: Identify by name, address, and telephone number, all persons and/or entities that have filed property damage claims, RCLA Notices, and/or warranty claims with Defendants related to or involving the roof, attic, HVAC, mold, moisture, showers or baths. This request is limited to the Mar Bella Subdivision. You may exclude any notice or claim represented by undersigned counsel.

ANSWER:

INTERROGATORY NO. 8: Identify by name or company name, address, and telephone number any engineer(s) and/or engineering company(s), used to evaluate Plaintiffs' claim(s). Please include the name(s) of each prior claim each such person(s) and/or company(s) worked for Defendants, the date(s) of the reports, and the address of the Property for which the inspection was done.

ANSWER:

INTERROGATORY NO. 9: For each of the above listed engineer(s) or engineering company(s), list the compensation received from Defendants or any affiliated entity for any services and work performed in the last five years.

ANSWER:

INTERROGATORY NO. 10: Do Defendants claim that Plaintiffs failed to mitigate their damages? If so, describe how Plaintiffs failed to do so, identifying any resulting prejudice caused to Defendants.

ANSWER:

INTERROGATORY NO. 11: Please identify the “team of experts” you worked with to develop a remedy for “the excessive condensation and, in some cases, mold issues,” as referenced in your October 31, 2018 letter.

ANSWER:

INTERROGATORY NO. 12: Please identify the specific homes you are referring to when you state, “Since our last communication, we have inspected many homes with experts leading the way...” in your October 31, 2018 letter.

ANSWER:

INTERROGATORY NO. 13: Please identify and describe all of the “various equipment options” that were “installed and monitored” as referenced in your October 31, 2018 letter.

ANSWER:

INTERROGATORY NO. 14: Please identify and describe repair protocol that you were referring to when you state, “...and consulted with those same experts to finalize a repair protocol for Mar Bella” in your October 31, 2018 letter.

ANSWER:

INTERROGATORY NO. 15: Please identify and describe the “proposed solutions to fix the problem” as referenced in your October 31, 2018 letter.

ANSWER:

INTERROGATORY NO. 16: Please identify how Taylor Morrison determined who the “affected homeowners” were as referenced in your October 31, 2018 letter.

ANSWER:

INTERROGATORY NO. 17: Please identify all homeowners you contacted to schedule a meeting and/or inspection as referenced in your October 31, 2018 letter.

ANSWER:

INTERROGATORY NO. 18: Please state the dates you first became aware of the “moisture issues” and “the problem” referenced in your October 04, 2018 letter.

ANSWER:

INTERROGATORY NO. 19: Please provide the dates or the first proposed remedies to the problems or defects were determined referenced in your October 04 and 31, 2018 letters.

ANSWER:

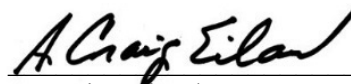
PLAINTIFFS' REQUEST FOR ADMISSIONS
TO DEFENDANTS, TAYLOR MORRISON OF TEXAS, INC., AND TAYLOR
WOODROW COMMUNITIES – LEAGUE CITY, LTD

TO: TAYLOR MORRISON OF TEXAS, INC., AND TAYLOR WOODROW COMMUNITIES – LEAGUE CITY, LTD., Defendants

NOW COMES, WAYNE AND TERRI SUTHERLAND, Plaintiffs in the above styled and numbered cause, and requires that TAYLOR MORRISON OF TEXAS, INC., AND TAYLOR WOODROW COMMUNITIES – LEAGUE CITY, LTD., Defendants answer the following Requests for Admissions, and Plaintiffs requires that responses to same be served upon the undersigned no later than fifty (50) days after the date of the service hereof.

Respectfully submitted,

EILAND & BONNIN, PC



A Craig Eiland
State Bar No. 06502380
2200 Market Street, Suite 501
Galveston, Texas 77550
Telephone: (409) 763-3260
Facsimile: (409) 763-8154
Email: ceiland@eilandlaw.com



Shaun W. Hodge
HODGE LAW FIRM, PLLC
State Bar No. 24052995
1301 Market Street
Galveston, Texas 77550
Phone: (409) 762-5000
Facsimile: (409) 763-2300
Email: shodge@hodgefirm.com

THE FAUBUS FIRM

/s/ Dax O. Faubus _____

Dax O. Faubus

State Bar No. 24010019

1001 Texas Avenue, 11th Floor

Houston, Texas 77002

Telephone: (713) 222-6400

Facsimile: (713) 222-7240

dax-notice@faubusfirm.com

ATTORNEYS FOR PLAINTIFFS

REQUEST FOR ADMISSIONS

REQUEST FOR ADMISSION NO. 1: Admit the Defendants' principal place of business is Texas.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 2: Admit the Plaintiffs' property sustained damage as a result of the construction defects that make the basis of this lawsuit.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 3: Admit the as a result of mold and mycotoxin issues caused by construction defects within Plaintiffs' home, Plaintiffs' personal property was damaged.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 4: Admit the Plaintiffs' property sustained damage as a result of the construction defects that makes the basis of this lawsuit.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 5: Admit the Plaintiffs' building envelope sustained damage as a result of the construction defects that makes the basis of this lawsuit.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 6: Admit the Plaintiffs' home sustained damage as a result of the construction defects with the shower and tub installation and design that makes the basis of this lawsuit.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 7: Admit the Plaintiffs' HVAC system sustained damage as a result of the construction defects that form the basis of this lawsuit.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 8: Admit the Plaintiffs' home sustained damage as a result of the construction defects with the water proofing system that makes the basis of this lawsuit.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 9: Admit the Plaintiffs' home sustained damage as a result of the construction defects with the insulation that makes the basis of this lawsuit.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 10: Admit the Plaintiffs' home sustained damage as a result of the construction defects with the roofing system that makes the basis of this lawsuit.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 11: Admit the Plaintiffs' home sustained damage as a result of the construction defects with the mechanical equipment that makes the basis of this lawsuit.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 12: Admit the Plaintiffs' home sustained damage as a result of the construction defects and failures with the design and construction that makes the basis of this lawsuit.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 13: Admit Plaintiffs' personal property was damaged as a result of the construction defects.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 14: Admit the Defendants were aware, prior to the closing of Plaintiffs Property that issues, or conditions had been revealed in other Mar Bella houses with the same or similar design that could lead to the damage of Plaintiffs' Property.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 15: Admit the Defendants took advantage of Plaintiffs' lack of knowledge and expertise.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 16: Admit the Defendants engaged in false, misleading, and deceptive acts or practices in the business of handling Plaintiffs' real estate transaction.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 17: Admit the Defendants made materially false representations and/or material false promises to Plaintiffs.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 18: Admit the Defendants intended that Plaintiffs would rely on these false representations and upon which Plaintiffs did reasonably rely to its detriment.

ADMIT OR DENY:

REQUEST FOR ADMISSION NO. 19: Admit the Defendants breached its real estate contract with Plaintiffs.

ADMIT OR DENY: