

Consumer Complaint

Jack Conway, Attorney General

File No: 22281, Company Causing Complaint: Drees Homes

TO: Office of Attorney General, Consumer Protection Division, Mediator: Jennifer Currens, direct phone line: (502) 696-5398
1024 Capital Center Drive, Frankfort, KY 40601 - Hotline 1-888-431-9257 - www.ag.ky.gov/cp - Fax: 502-573-7151

CONSUMER Charles and Jeanette Wagner
ADDRESS 1524 Marietta Drive, Hebron KY 41048
COUNTY Boone County
PHONE *HOME:* 859-408-0531 *CELL:* 859-803-6059
EMAIL SingingTrail@gmail.com and ChuckAndJanie@gmail.com

COMPANY Drees Homes, aka: Drees; DreesRealty; Drees Co; Drees CO; Drees Company; The Drees Company; The Drees Company, Inc.; Drees Builder; Drees Builders; The Drees Builder; Drees Home Builder; Dream Home Builders; Dream Builders, Inc; Drees Home Construction; The Drees Team; Drees Custom Homes; Drees Co Townhomes; Drees Preferred Collection, Inc.; Drees/Zaring Realty; Zaring; Zaring Homes; Zaring Homes, Inc; Zaring Premier Homes; Zaring Premier Homes, Inc; Zaring Homes Sales Ofcs; The Quality Builder; Z DESIGN GALLERY HOMES BY ZARING; Ausherman Homes; Ausherman Homes, Inc.; Expression Homes; ZARING THE QUALITY BUILDER Z; Zaring & Co Builder Inc.; Open Green Space Zaring Premier Homes; Zairing Premier; Drees Design Center; Drees/Zaring Premier Design Center; Drees Homes-The Way Better Homes Are Built; Marquis Homes; Marquis Classic Homes; Marquis Homes, LLC; DreeSmart; Harmony Homes; Ausherman Construction Company; Drees Custom Homes LP; Drees Homes of Florida, Inc.; Zaring Design Gallery; Drees Custom Builders; Drees Design Gallery Homes; Zaring Design Gallery Homes; *

LICENCE Contractor: FL LIC#: CRC1329710 and see
<http://www.baesic.net/rihifn/STATE%20CONTRACTOR%20LICENSE%20BOARD%20LIST.html>
Subsidiary Lending: see <http://images.dreesteam.com/dreesfreeze/legal.html>

ADDRESS Drees Headquarters, 211 Grandview Dr #300 and #150, Ft. Mitchell, KY 41017
PHONE 859-578-4200; 800-647-1711

WEBSITE DreesHomes.com; DreesCustom.com; Zaring.com; DreamBuilder.com; DreesBuild.com; DreesBuilders.com; Dreesale.com; Drees.com; DreesTeam.com; DreesTeam.net; facebook.com/pages/Drees-Homes/49841691957; OldeWorldPrestige.com; Ausherman.com; Youtube.com/user/dreesbuilder/feed?filter=2; DreesLifeStyle.com; PeaceLoveDrees.com; MarquisClassicHomes.com; Images.DreesTeam.com; <http://Twitter.com/ZaringPremierHm>; <http://Blog.Zaring.com>; Twitter.com/DreesHomes; Facebook.com/ZaringPremierHomes; TheDreesCompany.com; ZaringHomes.com; DreesBuilder.com; DreesOnYourLot.com; Linkedin.com/Company/The-Drees-Company; Linkedin.com/Company/Drees-Homes; PhilipDrees.Point2Agent.com; http://www.YouTube.com/watch?v=_lyf6st4ScI; Facebook.com/pages/Drees-Homes/159791190710024; CustomDrees.com; <http://DreesHomes.info/>; Mobile.DreesHomes.com; Blog.DreesHomes.com; HarmonyCommunity.com; ifloorplans.dreesteam.com; *

*http://zaring-px.rtrk.com/jsp/privacy_policy.jsp;jsessionid=FD5E189C92A7AD513D67313AD215ACA3

WAS A CONTRACT SIGNED? Yes

WHERE WAS CONTRACT SIGNED? At the business

DATE(S) OF TRANSACTION: 10/26/00, date of purchase contract and closing

PRODUCT OR SERVICE INVOLVED: A newly constructed home with warranty

TOTAL PRICE: \$257,600.00 **AMOUNT PAID:** \$257,600.00

WAS PRODUCT/SERVICE ADVERTISED? Yes

THE PRODUCT/SERVICE WAS ADVERTISED BY THE FOLLOWING MEANS:

Newspapers, TV, Radio, Mail, Phone, Email, Internet, Magazines, Community Signs, Subdivision Signs, Hotel and Grocery Store Advertisement Stands, Model Home Representatives and Salesmen, Realtors, Customer Referral Reward Coupons

WITH WHAT OTHER AGENCIES HAVE YOU FILED THE COMPLAINT?

Nonprofit Consumer Advocacy Agencies, and if just resolution cannot be achieved, we will send a more detailed accounts of our complaint to various watchdog politicians, to the U.S. President, and to the U.S. Presidential candidates to learn how each would resolve and prevent it from happening to others in the future.

1) WHAT ACTION WILL RESOLVE YOUR COMPLAINT? 2) WHAT IS YOUR COMPLAINT?

1) Our complaint will be resolved by an immediate award of our legal claims against Drees which we filed well within the statute of limitations once merit and cause for a defensible and just lawsuit was evident, despite Drees claiming that our house was "still under a special extended warranty because it was the very first prototype built of that particular home model, and because prototypes typically have more unexpected kinks to iron out, and completing them can take much longer than just the first year after a prototype is built."

2) In 2002 water came into the visible living space of our Drees home through a back window. Drees told us they were professionally trained to test buildings for water and mold so they tested the interior cavity of the exterior wall which housed the leaking window and showed us that there was no water or mold in the wall cavities. They said water bypasses the wall cavity even if it comes into our living space through a window. They told us they had forgotten to caulk the outside of the back windows when building the home and so blamed the lack of window caulking for allowing rain water into the living space of our house. They told us the interior cavity of the wall is sectioned off from the window during construction, so that water bypasses the interior wall cavity even if it intrudes into the living space of the home due to lack of caulking. The next day they spent many hours caulking the back windows outside. In 2004 water leaked into our living space through a different back window and again Drees told us they are professionally trained in mold testing of buildings, which makes perfect sense, so they tested the exterior wall cavity and showed us that they found no water or mold inside of it. They blamed poor caulking upkeep and a faulty door jam which they replaced. They reminded us yearly to upkeep the window caulking, and we paid thousands of dollars over the years to have professionals touch up and reapply caulking as needed and we personally monitored and helped maintain the caulking over the years.

After the 2002 window leak, we reported it to our doctor who asked if the builder had tested for mold and we said, "yes, and they found no mold," to which he replied, "Good. Then just as I suspected, I'm sure that mold is not the cause of your hearing loss, sinus infection, or tinnitus," and he continued our treatment accordingly.

Drees told us repeatedly over the years that no one else could tamper with the exterior walls and windows in the manner required for water and mold testing, or it would void our special extended warranty. They had shown us that "water and mold testing" meant cutting huge holes in the walls which then required drywall patching, then sanding, and then having a painter come out and try to match the paint to the rest of the existing wall paint, a job which took one or more weeks, had to be done in stages, and required scheduling each event. Drees told us that we were to call *them* only for all and any

water intrusion and window issues and any resulting stains left on the drywall after water ran down them was also repaired by Drees. They gave us contact information to all other subcontractors who had worked on the house and told us to call them directly with any of our product questions and to schedule warranty repairs with them directly, but they gave us no manufacturer, no name of the installer, and no company name or contact information for the walls and windows.

To comply with their "no tampering with walls and windows" order, we also postponed having energy-saving vinyl siding installed on the outer wood portions of the house after Domine Permacoat sold us on their product and gave us quotes for it. And after obtaining quotes from three glass companies for installation of mirrors along the length of the back walls in each of the lower bedrooms, we postponed that also until after we could sign off on the warranty with Drees. After getting quotes to have vinyl tread put on the back deck, we postponed that also due to the same "warranty voiding" concerns because the deck butts up against the back wall of the house. During the 7 and 1/2 years that we actually lived in the home (though we paid a mortgage on it for 9 years), we also postponed painting or wallpapering any back walls, and therefore any adjoining walls also, until we could finally sign off on the warranty with Drees. In December 2007 Jeanette looked into having a company cover and enclose the back deck as a gift for Chuck's 50th upcoming birthday (February 4, 2008) but we postponed that also for the same reason.

Drees reminded us periodically over the years to upkeep the back window caulking, which we did. But in April 2008 water came into the living space of the house again and when Drees tested for water and mold inside the interior wall cavity of the exterior wall, they found water present but no mold. They reminded us that they take mold classes and are professionally trained in water and mold testing and would never put us in harm's way. They cut a huge hole in the back wall "so that it could dry out" and so we could assist them in looking for the exact point where rain water was entering the home. After first cutting the huge hole in the wall, Drees immediately sprayed deep into the wall with a chemical they said is standard in the building industry for preventing mold, just to be safe, and advised us to spray the wall with Lysol after they left and then periodically thereafter. They continued to "water test" the back wall over the next month or so.

Meanwhile, Jeanette had just started an in-home business months earlier, doing marketing, making and mailing out lecture invitations by mail and by phone for a local doctor, buying large amounts of business supplies and making signs and decor for dinner lectures while setting up her in-home office, taking steps to obtain a business license and tax ID, and continuing to experience some of the worst computer and phone cable connection problems our cable company had ever seen. Despite finding no problems with our cable wiring or equipment in the house, the cable company could not find the source of the problem and 90% of Jeanette's job depended on the phone and computer, so she was very distracted away from the window diagnostics being done by Drees while she worked daily with cable company engineers and employees who would sit outside our home in a van for over 8 hours a day for several days per weeks to monitor and record all dropped calls, bad phone connections, each inability to call out or receive an incoming call or be heard by the other party on the phone, or to get a good computer connection, etc. The cable company could not figure out the cause of the problems.

While trying to learn her new job and set it up in our home office, Jeanette had also been working not only with Drees warranty department, but with other subcontractors such as the electricians, plumbers, gas company, water company, and other home related specialists, toward what we believed was getting us closer to the final completion of all Drees warranty items in our "first of its kind, prototype" home, the Drees Payton. We had hunted tirelessly for many years to find that particular home with all the specifications we wanted in a home. By that point (early 2008) we had already invested so very much of our own time, work, dreams, efforts, creativity, energy, and money in setting up the home (furniture, shelving, drapes, organizing, tools, window treatments, installed water purifier, landscaping, retainer wall, neighbors had become our friends, etc.) and helping Drees get warranty items completed. It was the home we had hunted for relentlessly, week by week for four years, so we wanted to cooperate with Drees in completing the warranty items, rather than give up and sell the house, only to have to hunt all over again for a different home that already had kinks ironed out of it. Also, selling a home where all the warranty repairs had not yet been completed seemed like an insurmountable task in itself, and our realtor reassured us that it's normal for a new home to take many years to get the kinks worked out of it and it takes even longer to get a home just the way you want it. She said that after 20+ years in her own home, she was still working out kinks and still unpacking boxes and setting up house! She encouraged us to be patient.

By May 2008, amidst continued Drees testing of the back wall, Jeanette worked daily with the cable company to diagnose our cable connection problems, while trying to set up her in-home business in our home office, while learning a new job which required occasional work outside the home also, and while working with other subcontractors and diagnostic specialists on other home warranty problems. On May 26, Jeanette got sick and was admitted to the hospital through the

emergency room. After answering all her doctors' questions and reciting a list of any possible causes for her left arm swelling up and not bending, her high fever, and severely excruciating pain and redness in her left swollen arm, the doctor said the cause of her cellulitis was unknown, especially because Drees had said their professional testing had found no mold in the home. So that neither Jeanette nor any of the 5 to 10 doctors who evaluated her condition at the time of her hospitalization could assign a cause to her swollen, unbendable arm, and high fever, without further testing.

Jeanette called Drees from her hospital bed to cancel any appointments and let them know she was in the hospital. Drees met her at the house the day she was released from the hospital and they conducted further mold testing of every back wall and adjoining side wall downstairs and of some of the walls upstairs. They cut large holes in the walls and had Jeanette verify that she did not see mold either. Jeanette's doctor had put her on a very strong antibiotic so she felt safe when Drees informed her that there was no mold in any of the walls. Days later we were scheduled to fly to California to attend a retirement party where there would be orthopedic surgeons and other physicians present, so Jeanette felt she would be safe there, even though her arm was still somewhat swollen and red. We would be gone for a week, so we halted all activity relating to the back wall of our home.

Before leaving for California, our realtor sent us to an independent mold tester for a second opinion. That was the first time, after much looking, that we had the actual name and contact information of some one other than a builder or government official who tests for mold. We called our realtor's mold tester and he was able to put his finger right through black mush that was once OSBoard under the bricks that Drees had removed from the back wall. A week later, we called that mold tester from California for test results but he said he found no bad mold problems in the house. Jeanette then called another independent mold tester for a second opinion and he met us at our home upon our return from California. When his test results showed staccibotrys in a bedroom wall, he suggested we evacuate the home even if we did not know if mold was the cause of our illness, because it can lead to illness. We evacuated the same day, to a nearby hotel.

Upon our return from California, we found that Drees had worked on the back wall while we were gone, and had replaced the plastic covering over the missing bricks with a different plastic cover. Neighbors confirmed that Drees had been to our home and had worked on the back wall extensively while we were in California. After the 2nd independent mold tester had found black mold in the home, Jeanette and a Drees manager were standing on the deck, assessing the back wall together. Jeanette told him that we had recently paid a company months earlier to recaulk all exterior windows on the entire house. She proposed that the caulking company might have done a bad caulking job which allowed for the water intrusion. Knowing that an outside mold tester had already confirmed mold in the house, and that the 1st independent mold tester had criticized the window system after putting his finger through black mush that was once OSBoard under the bricks that Drees removed, the Drees manager confidently replied to Jeanette's comment by saying, "no, these windows are self flashing and never need exterior caulking of any kind, ever." Jeanette reminded him that the few water intrusions in past years were due to lack of exterior caulking or poor upkeep of the caulking, and that Drees had repeatedly confirmed that over the years. The Drees manager said, "No, this is not a caulking problem and never has been a caulking problem. The water intrusion is due to the window system itself, not due to lack of caulking or faulty caulking. The water intrusion problem has always been due to problems with the windows and we have known that for years."

In July 2008 we hired attorney Colleen Hegge to help negotiate the warranty remediation and repair of our home but we had no proof that the home had made us sick and none of our doctors could directly connect our illness to the home. In August 2008, Ms. Hegge referred us to a medical specialist in another state who is educated in mold illness after we had exhausted all resources searching for one in Kentucky. The medical specialist confirmed that we were ill due to mold in our home and he told us not to live in the home until it could be properly repaired and made safe to live in and he said we would have to get rid of any belongings that had been in the home if they continued to make us sick. He recommended that the Drees warranty repair of any ill construction be remotely directed by a forensic structural architect and he referred us to one. In August 2008, we established for the first time with the help of this medical specialist that the house had made us sick. Months later with the help of the forensic structural architect, we established that the home had not built to code.

In November 2008, when Ms. Hegge repeatedly asked Drees for the name of the manufacturer, the vender, and/or the installer of the windows in question, Drees continued to insist that they could not remember and had no record of who made, sold them, or installed the windows. Ms. Hegge eventually dropped our case after repeatedly asking us if we knew who the window manufacturer, vender, and/or installer was, but Drees had never given us that information, as we were instructed to call them only for any issues having to do with the windows or water intrusion. In January 2009 we hired attorney, Robert Trainor. After two years of relentlessly searching through contaminated notes and paperwork and after

countless phone calls to neighbors and other subcontractors, among many other researching tools, Jeanette finally found the manufacturer of the windows in question and submitted the information to our second attorney Mr. Trainor who within minutes, downloaded the installation instructions and any other pertinent information online. Looking through paperwork that had been contaminated from the Drees home in order to find information about the windows and to document home problems for other hired help, has further compounded our illness for nearly four years now.

While we were waiting for Drees to begin remediation and repair of our home, Drees attorney Kevin Swick postponed several important meetings between us and Drees, at the last minute so that he could vacation and on another occasion drive his daughter to college (according to what he told our attorney and what he posted on facebook) which we felt contributed to stalling the repairs and lengthened our evacuation time from our home while we moved from hotel to hotel in search of safer and less expensive temporary housing. We evacuated our home in May/June 2008 and were cleared by Drees to move back into it on November 11, 2008 but had to move right back out days later after getting even sicker from living in the home and finding construction dust everywhere. Looking back, it should be noted that the house sat unoccupied for nearly half a year (six months) with the confirmed presence of staccibotrys black mold in it, which Drees left to grow unchecked and unchallenged during the very stormiest, windiest, most rainy season in the entire history of the home after which time Drees failed to retest mold levels again prior to beginning remediation and repairs in October 2008.

Over the years, Drees' ongoing misrepresentation, including their actions and inactions, has not contradicted their verbal claims, so that not only did they lie to us verbally, but they backed up their ongoing verbal lies with their misleading conduct, actions, and inactions, and the pretense of an extended warranty, through verbal agreement, which was also confirmed repeatedly by them verbally and in their actions. Their repeat testing for mold and all their associated remediation and repair of water damaged drywall inside the living space of the home which severely injured us, did not contradict their false verbal claims that they "are professional experts in mold testing, remediation, and repair." Drees eventually botched even their very last remediation and repair job in 2008, yet told us the home was safe to live in, thus severely compounding our injuries when we moved back into the home after living in hotels for over 5 months during which time Drees stalled for several months before beginning repairs despite telling us they'd begin repairs immediately once we evacuated, and even saying that they were waiting for us to get out of the house so they could begin repairs.

After we filed law suit against Drees in August 2009, their attorney, Mr. Swick was granted several very long extensions and hearing postponements by an arbitrator we have never met, despite our request for a speedy hearing so as to mitigate the mounting stress and increasing illnesses, and expenses, the horrible disruption to our lives, including Jeanette having to quit her in-home job after we evacuated the house and after both of us had been hospitalized for what we were told at that time (by other doctors uneducated in mold) was likely due to stress and unknown factors. And though the first medical specialist we saw did educate us to the severe dangers of mold and instructed us not to live in our home again until it was properly cleaned and safe to live in, he failed to act on current and available peer-reviewed diagnostic testing and treatments to further educate us and assist in our recovery. Despite our own efforts to finish Drees' botched repair of our home, and clean up the mess they left behind, our home was never safe for us to live in again, as it continued to make us ill even when others were no longer being made sick from the home.

Since first evacuating our Drees home, we have had to move over 40 times in 3 and 1/2 years, while constantly searching for safe housing that will not make us sick. Conditions that are endemic of temporary housing continue to prevent us from recovering from the ever increasing severity of our illnesses, which at times are life threatening, requiring emergency intervention. Our physicians will not administer crucial medical treatments already prescribed to us, until we can move out of temporary housing and into a permanent safe home that meets very strict environmental specifications for these treatments, especially given our status as immune compromised, genetically susceptible, and severely allergic patients who have been or still are infected with black mold from the Drees home. Logically, getting away from known and suspected allergens and toxins by moving to a safe permanent home without the added burden of an enormously stressful lawsuit on top of our illnesses, is the very first prescription our physicians gave us. Because of the several long time-frame extensions granted to Drees in our law suit, and their initial stalling of repairs on the home, we have not been able to meet this very first and most logical doctor's order, to at least ensure that we do not continue to get sicker while unable to begin aggressive medical treatments. Our health depends on expedition of our case, especially since we cannot run the HVAC heater at our current rental home as it causes us severely painful and life threatening symptoms that send us to the emergency room and emergency doctor visits. And since we have developed hypersensitivity to cold temperatures which cause tremors, seizures, and contribute to random bouts of paralysis, emergency medical intervention seems inevitable during the colder weeks and months ahead, if we cannot achieve sufficient warmth in our home using only small space

heaters. And in such instances, if weather makes emergency room trips too dangerous due to slippery roads and visibility problems, the severe consequences of our (already) very lengthy law suit are logarithmically compounded.

Since first evacuating the Drees home in May/June 2008, Drees has not honored their offer to reimburse our out-of-house expenses even though, prior to evacuating the home, their insurance company quoted their standard reimbursement rate to us over the phone and said they would reimburse such expenses after we evacuated for repairs. Drees later told us in a meeting with at their attorney Mr. Swick's office, that they would reimburse us for the cost of hiring a forensic structural architect to remotely direct their repairs and reconstruction of the home. To date, they have not reimbursed us or offered us any portion of reimbursement for either of those expenses.

This deceptiveness from Drees is traced back to their many advertisements as a quality home builder, and specifically, to the day they misrepresented the safety, the quality, and the soundness of the home they showed to us as prospective home buyers, and the entire time their sales representatives advertised the home to us for the weeks leading up to the very day they sold us the defective, ill-constructed home, after which time they continued to misrepresent the home and their own expertise as a quality builder, professional mold tester, and later as being capable of mold remediation and repair.

After we paid thousands of dollars for others to test the defective Drees home for mold, which we believe finally prompted Drees' to admit the true cause of water intrusion through the windows, we also had to pay thousands of dollars to live in various hotels and other temporary housing while continuing to pay the monthly home mortgage, home insurance, lawn care, HOA fees, professional repair fees, professional cleaning fees, and realtor fees until the home was sold. Since selling the Drees home in September 2009, we have continued to pay thousands of dollars in legal and medical bills, we have repeatedly had to pay thousands of dollars for professional mold testing of temporary housing and for professional cleaning of temporary housing, and for hotel rooms whenever we have to suddenly evacuate a temporary housing location due to mold and/or severe ill reaction to it whether it has mold or not.

Our doctors insist that the first step in treating mold illness is to live in a clean and safe home. They refuse to treat us until we meet the housing specifications that our medical treatments require, otherwise we risk being made much sicker from the treatments which must be administered alongside very strict housing conditions. We've lived in over 40 places since first evacuating the Drees home which had already made us so extremely allergic and so very sick that we continued to react to and get sick in all 40+ places that we've lived ever since first evacuating the Drees home, including a home that the builder had just finished building days before we moved into it and even after we aired it out for several weeks. When Jeanette was back in the hospital 7 months after we moved into the newly constructed home last year, we had it tested and it tested positive for mold in exterior walls. At first, thinking it to be a safe home because it was brand newly constructed, Jeanette began the medical treatment which requires specific living conditions, and just as doctors had promised, the treatment made her much sicker because she was unknowingly living in a moldy house again. We currently live in a rental home built by a builder who has had no known mold law suits in 30 years. But as is characteristic of most rental homes, there are unidentified allergens and chemicals left behind by past renters which cause us continued allergic reactions, extreme pain and discomfort, random severe paralysis, diarrhea and vomiting, bloody noses, severe eye infections, rashes, and continued disintegration of Jeanette's nasal septum, hearing loss, tinnitus, severe chronic nasal infection, among other horrific symptoms and diagnoses which we cannot even pronounce.

Two months ago, Jeanette lost all hearing in her left ear after sitting in the basement and looking through papers that had been in the Drees home, which she thought she had cleaned sufficiently, in an effort to be prepared for our arbitration hearing scheduled for September 12, before the arbitrator dismissed the case without even hearing the facts of it. Jeanette currently experiences similar symptoms in her right ear, the same symptoms she had in her left ear just before it went completely deaf. Charles is also beginning to have the same symptoms but has not yet experienced hearing loss.

To mitigate the ill affects of living in our current temporary rental home where 8 years of dust and debris line the vents and the HVAC system, and to avoid the cost of repeat moving again, and because mold exposure has made us so extremely electro-sensitive so that we get sick from running the HVAC system and other electric devices, we've sealed off all vents to the HVAC system in our current rental home and turned off the entire HVAC unit. We can run very small portable heaters before retiring to bed but cannot run them while we are laying down and ungrounded or we will wake up paralyzed, inflamed, and in severe pain. The small portable heaters and the extra blankets we've purchased for the air mattresses that we sleep on, have barely kept us warm during this beginning and mild portion of winter, so we dread the implications of what we will suffer in the upcoming, much colder months ahead. We've paid hundreds of dollars for

ozone generators that we run occasionally to break down VOCs, chemical compounds, and odors, and we hope it keeps any molds and/or other biotoxins at bay. We use only baking soda and vinegar for most house hold and personal cleaning, we've sprinkled baking soda over areas of carpet and concrete that cause concern, among other makeshift remedies. We have to unplug every electric device in the house before we lay down at night to avoid waking with electric induced paralysis which has sent Jeanette to the emergency room on more than one occasion.

We've also paid thousand of dollars for very expensive testing and professional cleaning of many of our temporary living places, only to have to move out shortly after moving in, as they continue to exacerbate our illness despite all cleaning measures taken. Drees' has also cost us hundreds of thousands of dollars in lost personal belongings that we had to get rid of because they got very contaminated in the moldy house and make us very sick upon exposure to them. We've also paid for constant moving costs, constant costs for traveling to attorney's offices and photocopy centers and for driving around the tri-state continually (often all day long and many days times per week) hunting for safer temporary housing, and for traveling costs and air plane fairs to see physicians in other states, travel costs for regular medical testing and treatments in other states, costs for medical payments and co-pays, adjunct therapies, mental health co-pays, and for replacing our belongings (buying new ones) repeatedly when ever they get contaminated in a rental home or hotel that makes us sick.

Our lives have been on hold for the past four years after first evacuating the Drees home, after living in it for 7 and 1/2 years that became increasingly more hellish and robbed us of our health and preoccupied most of our time with the constant need to monitor, research solutions for many hours of many days, weeks, months, and years, searching online and through phone conversations with utility and government officials and through meetings with attorneys, for anything we could do to help Drees and utility companies properly diagnose and repair the home's problems, most of which we found out (much later) had everything to do with the water intrusion, which contrary to Drees' claims, had been entering the interior cavities of exterior walls and had obviously been adversely affecting electric wires, phone wires, cable connections, phone jacks, carpet, etc, completely unbeknownst to us or to any of the utility or government officials at their times of investigating. There is no way we could have known that Drees had been lying to us about the cause of water intrusion and the fact that they are not professionally trained mold testers.

We believe our case against Drees goes far beyond the scope of what arbitration was intended to cover, address, or resolve. Drees is guilty of outright fraud, perpetrated upon us as potential home buyers, as home owners, and as home warranty clients. We are appealing the dismissal of our case against Drees after a very biased arbitrator dismissed the case without ever hearing it, without ever speaking with us on the phone or in person, without ever meeting us in person, and without ever even seeing us in person. We long for our case to be heard in its entirety and for the just resolution to our case so that we can move into a permanent and safe home and begin medical treatments without being made even sicker by those treatments which call for very strict house environmental conditions, and so we can move on with our lives.

It is unconscionable that Drees has been permitted to continue injuring us by extending their fraud right up to this present day, while first taking long breaks away from working on the repair of the home in 2008, severely stalling the remediation and those repairs, botching the remediation and repair of the home, and then being granted several very long "extensions of discovery" and postponements of already-agreed-upon arbitration dates; extensions and postponements which were granted by the same arbitrator who eventually dismissed our case without ever hearing all the facts of it. And this, after we were required to submit the very most personal details anyone could ever be forced to submit to their offender, including names and contact information of all our family members, their birthdates and ages, our medical records, dental records, locations of all the places we've lived, schools we attended, places we have vacationed, and had to answer a host of explicitly intrusive questions that pry deeper than even our best friends and family members have ever pried and which probe further than any of our doctors have ever probed. We've had to offer our offender very graphic photographs of our bodies in their most ill and grotesque state, including those private areas of the body that we typically don't even show our doctors if at all avoidable. We've had to submit all of this to the untrustworthy builder who severely injured us and continues to injure us, and to their attorney who misrepresented us to our doctor during deposition. We've had to submit this personal information and embarrassing photographs through computer transmissions and on downloadable CDs knowing that such information and photographs can easily be spammed across the internet for the whole world to see, in a matter of seconds. We could not trust them to safeguard our lives in the home they built and continue to lie about. Why would we trust them to handle our most private information and photographs without doing us further harm?

Finally, we were told by both of the forensic investigators we hired, that many other Drees homes across several states have building code violations which are similar to and/or the very same as the code violations on the home that so

severely injured us. The forensic structural architect who remotely directed the Drees repair of our home told us that in past years Drees was permitted to "go back and retroactively re-write building code in order to cover up construction errors rather than being forced to go back and repair the construction errors." He said he has gone to national building code authorities who end up siding with Drees, so that in every or almost every one of those cases, he ends up being forced to consult international building code authorities to prove with their help that the building codes in question are not safe, sound, or even reasonable at a glance.

Jeanette has spent most of her life working in hospitals, doctor's offices, clinical and research laboratories, studying nutrition and health, and trying to educate others in how they can improve and maintain the highest quality of health, only to learn that there are many other defective Drees homes "out there" across many states. This is vital information that would have deterred us from buying a Drees home in the first place. The fact that private binding arbitration does not leave a trace of such vital information accessible to potential home buyers, which could in many instances be life saving, is completely unconscionable. Jeanette has been threatened by Drees council with the possibility of a defamation law suit if she shares these FACTS with other home owners and with other would-be victims. This is an affront to all that Jeanette stands for, believes in, and has done toward ensuring the health and education of others. But worse, it is an affront to every law abiding citizen who buys a home, that they do not have access to the trail of legal documents which would assist them in the purchase of a safe and healthy home without the threat of their lives being systematically dismantled and their health robbed from them by bad builders who feel all too comfortable telling blatant lies and engaging in blatantly deceptive conduct in order to back up the lies.

During the housing bubble, Drees boasted online about being "a billion dollar company" and they continue to boast about being a "quality home builder" while continuing to systematically destroy our lives and put the health, lives, and financial well being of countless other home owners at risk.