

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION

ROBERT P. MEISTER, III,

Plaintiff,

vs.

KNAUF GIPS, KG; KNAUF PLASTERBOARD  
TIANJIN CO., LTD.; TAISHAN GYPSUM CO.  
LTD. f/k/a SHANDONG TAIHE DONGXIN  
CO. LTD.; BEIJING NEW BUILDING  
MATERIAL PUBLIC LIMITED COMPANY;  
PINGYI ZHONGSING PAPER-FACED  
PLASTERBOARD CO. LTD. f/k/a  
SHANDONG CHENSIANG BUILDING  
MATERIALS CO. LTD.; USG CORPORATION;  
L&W SUPPLY CORPORATION d/b/a  
SEACOAST SUPPLY; PRO-BUILD HOLDINGS,  
INC. f/k/a ROSEN BUILDING SUPPLIES;  
INDEPENDENT BUILDERS SUPPLY  
ASSOCIATION, INC.; and ROTHCHILT  
INTERNATIONAL LIMITED,

Defendants.

CASE NO.:  
2:10-CV-48-FEM-36 DNF

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CLERK, U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
FT. MYERS, FLORIDA

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COMPLAINT

Plaintiff, ROBERT P. MEISTER, III, by and through undersigned counsel, sues Defendants, KNAUF GIPS, KG; KNAUF PLASTERBOARD TIANJIN CO., LTD.; TAISHAN GYPSUM CO. LTD. f/k/a SHANDONG TAIHE DONGXINCO. LTD.; BEIJING NEW BUILDING MATERIAL PUBLIC LIMITED COMPANY; PINGYI ZHONGSING PAPER-FACED PLASTERBOARD CO. LTD. f/k/a SHANDONG CHENSIANG MATERIALS BUILDING CO. LTD.; USG CORPORATION; L&W SUPPLY CORPORATION d/b/a

SEACOAST SUPPLY; PRO-BUILD HOLDINGS, INC. f/k/a ROSEN BUILDING SUPPLIES; INDEPENDENT BUILDERS SUPPLY ASSOCIATION, INC.; and ROTHCHILT INTERNATIONAL LIMITED, (collectively "Defendants"), and for his complaint alleges, upon information and belief and based on the investigation to date of his counsel, as follows:

### **INTRODUCTION**

1. Plaintiff's home was built using drywall manufactured, processed, exported, imported, distributed, delivered, supplied, inspected, marketed and/or sold by Defendants, Knauf Gips KG ("Knauf Gips"), Knauf Plasterboard Tianjin Co., Ltd. ("Knauf Tianjin"), Taishan Gypsum Co. Ltd. f/k/a Shandong Taihe Dongxin Co. Ltd. ("Taishan"), Beijing New Building Material Public Limited Company ("BNBM"), Pingyi Zhongxing Paper-Faced Plasterboard Co. Ltd. f/k/a Shandong Chenxiang Building Materials Co. Ltd. ("Chenxiang"), USG Corporation ("USG"), L&W Supply Corporation d/b/a SeacoastSupply ("Seacoast"), Pro-Build Holdings, Inc. f/k/a Rosen Building Supplies, Inc. ("Rosen"), Independent Builders Supply Association, Inc. ("IBSA"), and RothchiltInternational Limited ("Rothchilt").

2. The drywall manufactured, processed, exported, imported, distributed, delivered, supplied, inspected, marketed, and/or sold by Defendants to build Plaintiff's home is defective and emits various sulfide gases and/or other volatile organic chemical compounds through "off-gassing" that causes corrosion of HVAC coils and refrigerator units, microwaves, televisions, computers, jewelry, furniture, fixtures, electrical wiring, copper tubing, plumbing components, and other household items, as well as create noxious, "rotten egg-like" odors. Defendants' defective gypsum drywall further causes allergic reactions, coughing, sinus and throat infection, eye irritation, headaches, respiratory problems and other health concerns. Defendants' drywall is inherently defective and not suitable for its intended use.

**JURISDICTION AND VENUE**

3. Plaintiff hereby incorporates by reference each of the preceding allegations as though fully set forth herein.

4. This action is within the original jurisdiction of this Court by virtue of 28 U.S.C. 1332. Plaintiff and Defendants are citizens of different or foreign states and the amount in controversy of this civil action exceeds seventy-five thousand dollars (\$75,000.00), exclusive of interest and costs.

5. Venue for this cause is proper in the Middle District of Florida, pursuant to and in accordance with 28 U.S.C. s1391.

**THE PARTIES**

6. Plaintiff, ROBERT P. MEISTER, III, is a resident of Collier County, Florida and owns a home located at 1120 12<sup>th</sup> Avenue North, Naples, Florida 34102. Plaintiff's home was rebuilt/remodeled in 2006 using Defendants' defective drywall.

7. Upon information and belief, Defendant, Knauf Gips, is a German corporation doing business in the State of Florida. One of Knauf Gips' affiliates, Gebr. Knauf Venvaltungsgesellschaft KG, owns a substantial stake in Defendant USG. Knauf Gips is a leading manufacturer of building materials and systems. Defendant Knauf Gips, together with its affiliates, including Defendant Knauf Tianjin, provides building materials and systems to customers in over 50 countries, including the United States. Upon information and belief, at all material times hereto, Defendant Knauf Gips supervised, operated, trained and otherwise exercised control and/or had the right to control the operations of Defendant Knauf Tianjin, and its agents, apparent agents and employees.

8. Among other things, in 1995, Defendant Knauf Gips introduced its advanced production techniques and technology into China. From 1997 through 2001, Defendant Knauf Gips established three plasterboard plants in China located in Wuhu, Tianjin and Dongguan. The product quality of all Defendant Knauf Gips' plants in China, including Defendant Knauf Tianjin, are strictly controlled according to the requirements of Knauf Gips' headquarters in Germany. Defendant Knauf Gips' sales and technical support teams support Knauf Gips' businesses throughout the world, including Defendant Knauf Tianjin in China. Defendant Knauf Tianjin and its employees are the actual and/or apparent agents of Defendant Knauf Gips.

9. Upon information and belief, Defendant Knauf Gips together with its affiliates and/or actual or apparent agents, including Defendant Knauf Tianjin, manufactured, sold, distributed, marketed and placed into the stream of commerce gypsum drywall with the expectation that the drywall would be purchased by thousands of consumers, if not more, within the State of Florida. Defendants Knauf Tianjin and/or Knauf Gips have continuously and systematically distributed and sold drywall to numerous purchasers in the State of Florida and their drywall was installed in numerous homes in Florida. Defendants Knauf Tianjin and/or Knauf Gips manufactured and sold, directly and indirectly, to certain suppliers in the State of Florida, including Defendants USG, Seacoast, Rosen, IBSA, and/or Rothchilt, defective gypsum drywall that was installed in Plaintiff's home. Moreover, Defendants Knauf Gips and/or Knauf Tianjin purposefully availed themselves of the jurisdiction of this Court by selling and shipping substantial quantities of drywall into the State of Florida and by hiring agents within the State of Florida to investigate the very allegations at issue in this lawsuit.

10. Upon information and belief, Defendant Knauf Plasterboard Tianjin Co., Ltd., is a Chinese corporation with its principal place of business located at North Yinhe Bridge, East

Jingjin Road, Beichen District, Tianjin, 300400 P.R.C., and at all times material, conducted business in the State of Florida. Defendant Knauf Tianjin is involved in the manufacturing and sale of gypsum drywall. Defendant Knauf Tianjin is the actual and/or apparent agent of Defendant Knauf Gips. Upon information and belief, Defendant Knauf Tianjin, individually and/or together with and at the direction and control of its principal, Defendant Knauf Gips, manufactured, sold, distributed, marketed and placed within the stream of commerce gypsum drywall with the expectation that the drywall would be purchased by thousands of consumers, if not more, within the State of Florida. Defendants Knauf Tianjin and/or Knauf Gips have continuously and systematically distributed and sold drywall to numerous purchasers in the State of Florida and their drywall was installed in numerous homes in Florida. Defendants Knauf Tianjin and/or Knauf Gips manufactured and sold, directly and indirectly, to certain suppliers in the State of Florida, including Defendants USG, Seacoast, Rosen, IBSA and/or Rothchilt, defective gypsum drywall that was installed in Plaintiff's home. Moreover, Defendants Knauf Gips and/or Knauf Tianjin purposefully availed themselves of the jurisdiction of this Court by selling and shipping substantial quantities of drywall into the State of Florida and by hiring agents within the State of Florida to investigate the very allegations at issue in this lawsuit.

11. Upon information and belief, Defendant Taishan is a Chinese corporation with its principal address located at Dawenkou, Taian, Shandong, China 271026, and at all times material, conducted business in the State of Florida. Defendant Taishan is involved in the manufacturing and sale of gypsum drywall. Upon information and belief, Defendant Taishan manufactured, sold, distributed, marketed and placed within the stream of commerce gypsum drywall with the expectation that the drywall would be purchased by thousands of consumers, if not more, within the State of Florida. Defendant Taishan has continuously and systematically

distributed and sold drywall to numerous purchasers in the State of Florida and its drywall was installed in numerous homes in Florida. Defendant Taishan manufactured and sold, directly and indirectly, to certain suppliers in the State of Florida, including Defendants USG, Seacoast, Rosen, IBSA and/or Rothchilt, defective gypsum drywall that was installed in Plaintiff's home. Moreover, Defendant Taishan purposefully availed itself of the jurisdiction of this Court by selling and shipping substantial quantities of drywall into the State of Florida.

12. Upon information and belief, Defendant BNBM is a Chinese public limited company doing business in the State of Florida. BNBM owns a substantial stake in Defendant Taishan. BNBM is involved in the manufacturing and sale of gypsum drywall, and is one of the largest manufacturers of gypsum drywall in China. BNBM manufactures gypsum drywall under the brand name "Dragon." Upon information and belief, Defendant BNBM manufactured, sold, distributed, marketed, placed within the stream of commerce gypsum drywall with the expectation that the drywall would be purchased by thousands of consumers, if not more, within the State of Florida and its drywall was installed in numerous homes in Florida. Defendant BNBM manufactured and sold, directly and indirectly, to certain suppliers in the State of Florida, including Defendants USG, Seacoast, Rosen, IBSA and/or Rothchilt, defective gypsum drywall that was installed in Plaintiffs home. Moreover, Defendant BNBM purposefully availed itself of the jurisdiction of this Court by selling and shipping substantial quantities of drywall into the State of Florida.

13. Upon information and belief, Defendant Chenxiang is a public limited company doing business in the State of Florida. Chenxiang is involved in the manufacturing and sale of gypsum drywall. Chenxiang manufactures gypsum drywall under the brand name "C&K." Upon information and belief, Defendant Chenxiang manufactured, sold, distributed, marketed, placed

within the stream of commerce gypsum drywall with the expectation that the drywall would be purchased by thousands of consumers, if not more, within the State of Florida and its drywall was installed in numerous homes in Florida. Defendant Chenxiang manufactured and sold, directly and indirectly, to certain suppliers in the State of Florida, including Defendants USG, Seacoast, Rosen, IBSA and/or Rothchilt, defective gypsum drywall that was installed in Plaintiffs home. Moreover, Defendant Chenxiang purposefully availed itself of the jurisdiction of this Court by selling and shipping substantial quantities of drywall into the State of Florida.

14. This Court has personal jurisdiction over Defendants Knauf Gips, Knauf Tianjin, Taishan, BNBM and Chcnsiang under Florida Statutes §48.193(2) because they are "engaged in substantial and not isolated activity within this state." See Fla. Stat. §48.193(2). Additionally, Plaintiff's causes of action arise from Defendants' Knauf Gips, Knauf Tianjin, Taishan, BNBM and Chenxiang personally or through their agents, causing injury to property within the State of Florida arising out of acts or omissions of Defendants Knauf Gips, Knauf Tianjin, Taishan, BNBM and Chenxiang outside the State of Florida, and at the time of the injury, products, materials, or things manufactured by Defendants Knauf Gips, Knauf Tianjin, Taishan, BNBM and Chenxiang were used and consumed within the State of Florida in the ordinary course of commerce, trade or use. See Fla. Stat. §48.193(1)(f)(2).

15. Defendant USG is a Delaware corporation with its principal place of business located at 550 W. Adams Street, Chicago, Illinois 60661, and at all times material was authorized to and conducted business in the State of Florida. Defendant USG, together with its various affiliates, including Defendant Seacoast, is the nation's largest distributor of drywall and related building products.

16. Defendant Seacoast is a Delaware corporation with its principal place of business located at 550 W. Adams Street, Chicago, Illinois 60661, and at all times material, was authorized to and conducted business in the State of Florida. Defendant Seacoast has numerous supply centers in the State of Florida. Defendant Seacoast is a subsidiary of Defendant USG.

17. Defendant Rosen is a foreign corporation with its principal place of business in Denver, Colorado. Rosen has numerous stores in the State of Florida.

18. Defendant IBSA is a member owned buying organization with its principal place of business located in Smithfield, North Carolina, and is authorized to do and doing business in the State of Florida.

19. Upon information and belief, Defendant Rothchilt is a Chinese corporation organized with its principal place of business located at N-510 Chia Hsin Bld., Annex 96 Chung Shan N. Rd. Sec. 2, Taipei, Taiwan R.O.C., and at all times material, conducted business in the State of Florida. Defendant Rothchilt exports products, including gypsum drywall, to customers in the United States, including the State of Florida. Upon information and belief, Defendant Rothchilt sold, distributed, marketed, and placed within the stream of commerce gypsum drywall with the expectation that the drywall would be purchased by thousands of consumers, if not more, within the State of Florida. Rothchilt has continuously and systematically distributed and sold drywall to numerous purchasers in the State of Florida and its drywall was installed in numerous homes in Florida. Upon information and belief, Defendant Rothchilt supplied defective gypsum drywall that was installed in Plaintiff's home.

20. This Court has personal jurisdiction over Defendant Rothchilt under Florida Statutes §48.193(2) because it is "engaged in substantial and not isolated activity within this state." *See Fla. Stat. §48.193(2)*. Additionally, Plaintiff's causes of action arise from Defendant



Rothchilt personally or through its agents, causing injury to property within the State of Florida arising out of acts or omissions of Defendant Rothchilt outside the State of Florida, and at the time of the injury, products, materials, or things manufactured by Defendant Rothchilt were used and consumed within the State of Florida in the ordinary course of commerce, trade or use. *See* Fla. Stat. §48.193(1)(f)(2).

### **GENERAL ALLEGATIONS**

21. In connection with the construction of homes in the State of Florida, consumers purchased gypsum drywall, either directly or indirectly, from various suppliers, including, but not necessarily limited to, Defendants USG, Seacoast, Rosen, IBSA and/or Rothchilt (collectively, the "Suppliers").

22. Upon information and belief, the Suppliers purchased, directly and/or indirectly, gypsum drywall that was manufactured in China by Defendants Knauf Gips, Knauf Tianjin, Taishan, BNBM, Chenxiang and possibly other unknown Chinese manufacturers (collectively, the "manufacturers").

23. Defendants negligently manufactured, processed, exported, imported, distributed, delivered, supplied, inspected, marketed and/or sold defective gypsum drywall, which was unreasonably dangerous in its normal use in that the drywall caused corrosion to HVAC coils and refrigerator units, microwaves, televisions, computers, jewelry, furniture, fixtures, electrical wiring, copper tubing, plumbing components, and other household items, and caused allergic reactions, coughing, sinus and throat infection, eye irritation, headaches, respiratory problems and other health concerns. Defendants' drywall was made with waste material from scrubbers on coal fueled power plants, also called "fly ash." These materials can leak into the air and emit one of several sulfur compounds including sulfur dioxide and hydrogen sulfide.

24. When combined with moisture in the air, these sulfur compounds create sulfuric acid. Sulfuric acid has been known to dissolve solder joints, corrode coils and copper tubing - creating leaks, blackening coils and causing HVAC systems and refrigerators to fail. Sulfuric acid has also been shown to corrode copper electrical wiring and plumbing components. Not only does it blacken and corrode coils, it can harm metals such as chrome, brass and silver.

25. Defendants' defective drywall can not only affect HVAC systems and refrigerators, but can affect and require replacement of all sorts of household items, including but not limited to microwaves, lighting fixtures, faucets and silverware. In addition, the defective drywall has a noxious odor, akin to the smell of rotten eggs.

26. Upon information and belief, over 10 million square feet of Defendants' defective drywall was used in the construction of Florida homes between 2004 and 2006.

27. Upon information and belief, Defendants Knauf Gips and/or Knauf Tianjin themselves have engaged experts and consultants in the State of Florida to investigate claims regarding the defective drywall. Among other things, Defendants Knauf Gips and/or Knauf Tianjin have inspected several affected homes and have witnessed firsthand the effects of its defective drywall on, among other things, HVAC coils, electrical wiring and plumbing. Defendants Knauf Gips and/or Knauf Tianjin have failed and refused to take responsibility for their defective product and agree to repair or replace the defective drywall.

28. Defendants' actions will require Plaintiff to remedy all defective drywall, perform extensive remedial repairs to their home, and then repair the damaged property made visible during the performance of these repairs.

29. As a result, the Plaintiff has suffered, and continues to suffer damages as a result of Defendants' defective drywall and the corrosive effects of the sulfur compounds. These

damages include, but are not limited to, the costs of inspection, the costs and expenses necessary to replace and remove the defective drywall, adjoining components, electrical wiring, interior finishes and personal property.

30. Plaintiff has also suffered and continues to suffer personal injuries as a result of Defendants' defective drywall, including, but not limited to, allergic reactions, coughing, sinus and throat infection, eye irritation, respiratory problems and other health concerns.

31. Defendants' actions also resulted in substantial diminution in the value of Plaintiffs home.

### **EQUITABLE TOLLING OF THE APPLICABLE STATUTES OF LIMITATIONS**

32. The running of any statute of limitations has been tolled by reason of Defendants' fraudulent concealment. Defendants, through failing to disclose a known defect to Plaintiff, and misrepresenting their product as safe for its intended use, actively concealed from Plaintiff the true risks associated with their drywall.

33. As a result of Defendants' actions, Plaintiff could not reasonably know or have learned through reasonable diligence of the manufacturing defect and that Plaintiff had been exposed to the risks alleged herein and that those risks were a direct and proximate result of Defendants' acts and omissions.

34. Furthermore, Defendants are estopped from relying on any statute of limitations because of their fraudulent concealment of the defective nature of their drywall. Defendants were under a duty to disclose the true character, and nature of their products because this was non-public information over which the Defendants had, and continue to have, exclusive control, and because Defendants knew that this information was not available to the Plaintiff. In addition,

the Defendants are estopped from relying on any statute of limitations because of their concealment of these facts.

35. Plaintiff had no knowledge that Defendants were engaged in the wrongdoing alleged herein. Because of the fraudulent acts of concealment of wrongdoing by the Defendants, Plaintiff could not have reasonably discovered the wrongdoing at any time.

**COUNT I**  
**VICARIOUS LIABILITY**  
**(Against Defendant Knauf Gips)**

36. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

37. This is an action for vicarious liability against Defendant Knauf Gips for the negligent and wrongful acts of its actual and/or apparent agent, Defendant Knauf Tianjin.

38. Defendant Knauf Gips established Defendant Knauf Tianjin in China and at all times material, exercised strict control over Defendant Knauf Tianjin's operations in accordance with the requirements of Defendant Knauf Gips' headquarters in Germany. Defendant Knauf Gips is, and at all times material was, responsible for implementing and supervising the quality control measures to be used by Defendant Knauf Tianjin.

39. By establishing Defendant Knauf Tianjin in China, and by exercising strict control over Defendant Knauf Tianjin's conduct and operations, Defendant Knauf Gips acknowledged that Defendant Knauf Tianjin would act on its behalf as its actual and/or apparent agent.

40. Defendant Knauf Tianjin accepted the undertaking to act of Defendant Knauf Gips' behalf.

41. Upon information and belief, Defendant Knauf Gips supervises, monitors, and controls Defendant Knauf Tianjin's daily conduct and operations, including the manufacturing, distribution, marketing and sale of Defendant Knauf Tianjin's drywall products. Furthermore, upon information and belief, Defendant Knauf Gips is responsible for establishing, implementing, supervising and maintaining the quality control mechanisms utilized by Defendant Knauf Tianjin.

42. As such, Defendant Knauf Gips is vicariously liable for all of the damages caused by the negligent and wrongful conduct of its actual and/or apparent agent, Defendant Knauf Tianjin.

43. As a result of Defendants Knauf Gips' and/or Knauf Tianjin's wrongful conduct, Plaintiff has suffered and will continue to suffer damages.

44. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT II**  
**NEGLIGENCE AND NEGLIGENCE PER SE**  
**(Against Defendants Knauf Gips and Knauf Tianjin)**

45. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

46. Defendants Knauf Gips and Knauf Tianjin had a duty to exercise reasonable care in manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or

selling drywall the Defendants placed into the stream of commerce, including a duty to assure that the product would perform as intended and would not cause did not cause damage as described herein.

47. Defendants Knauf Gips and Knauf Tianjin breached their duty by failing to exercise ordinary care in the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall Defendants placed into the stream of commerce in that Defendants knew or should have know that the product was defective, did not function as intended and/or created a high risk of unreasonable, dangerous side effects, including, but not limited to, corrosion to HVAC coils and refrigerator units, wires, tubes and pipes, and caused allergic reactions, coughing, sinus and throat infection, eye irritation, respiratory problems and other health concerns.

48. The negligence of the Defendants, their agents, servants, and/or employees, included, but was not limited to, the following acts and/or omissions:

- a. manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall without thoroughly testing it;
- b. manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall without adequately testing it;
- c. selling drywall without performing proper and sufficient tests to determine the dangers to its users;
- d. negligently failing to adequately and correctly warn the Plaintiff and the public, of the dangers of Defendants' drywall;
- e. negligently failing to recall or otherwise notify users at the earliest date that it became known that said product was, in fact, dangerous and defective;

- f. negligently advertising and recommending the use of the aforesaid without sufficient knowledge as to its manufacturing defect and dangerous propensities;
- g. negligently representing that Defendants' drywall was safe for its intended purpose when, in fact, its safety is questionable;
- h. negligently manufacturing drywall in a manner which was dangerous to its users;
- i. negligently processing drywall in a manner which was dangerous to its users;
- j. negligently distributing drywall in a manner which was dangerous to its users;
- k. negligently delivering drywall in a manner which was dangerous to its users;
- l. concealing information concerning reports of adverse effects from the Plaintiff while knowing that Defendants drywall were unsafe, dangerous and nonconforming with accepted industry standards; and
- m. improperly concealing and/or misrepresenting information from the Plaintiff and the public, concerning the severity of risks and dangers of Defendants' drywall and/or the manufacturing defect.

49. Defendants were negligent in the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling of Defendants' drywall in that they:

- a. failed to use due care in manufacturing their drywall so as to avoid the aforementioned risks when the drywall as used for its intended purpose;
  - b. failing to conduct adequate testing to determine the safety of their drywall;
- and

- c. failing to warn Plaintiff, prior to actively encouraging the sale of their drywall either directly or indirectly, orally or in writing, about the defective nature of the product; and were otherwise negligent.

50. Upon information and belief, despite the fact that Defendants knew or should have known that their drywall caused unreasonably dangerous side effects due to its manufacturing defect, Defendants continued to manufacture, process, distribute, deliver, supply, market and/or sell drywall to the Plaintiff and the consuming public.

51. Defendants knew or should have known that consumers such as Plaintiff would foreseeably suffer damage and injury, both physical and economic, and/or be at an increased risk of suffering damage and injury as a result of Defendants' failure to exercise ordinary care, as well as Defendants' negligent manufacturing process, as set forth herein.

52. Defendants' actions and/or inactions, as set forth herein, by virtue of violating statutes, ordinances and/or rules and/or regulations, constitute negligence per se.

53. Defendants knew or should have known that homeowners such as the Plaintiff would foreseeably suffer injury, and/or be at increased risk of suffering injury, including personal injuries and financial harm, as a result of Defendants' failure to exercise ordinary care, as well as Defendants' negligent manufacturing process, as set forth above.

54. Defendants' negligence was the proximate cause of Plaintiffs damages, injuries, harm and economic loss which they suffered and will continue to suffer.

55. By reason of the foregoing, Plaintiff experienced and/or is at risk of experiencing serious and dangerous side effects, as well as has incurred financial damage and injury.

56. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs



for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT III**  
**STRICT PRODUCTS LIABILITY**  
**(Against Defendants Knauf Gips and Knauf Tianjin)**

57. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

58. At all times herein mentioned, Defendants Knauf Gips and Knauf Tianjin manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold drywall used in the construction of Plaintiffs home.

59. Defendants' drywall was expected to, and did, reach the usual consumers, handlers, and persons coming into contact with said product without substantial change in the condition which it was manufactured, processed, distributed, delivered, supplied, inspected and/or sold by the Defendants.

60. At those times, the Defendants' drywall was in an unsafe, defective, and inherently dangerous condition which was unreasonably dangerous to homes and, in particular, Plaintiff's home.

61. Defendants' drywall was so defective in design or formulation or manufacture that when it left Defendants' hands, the foreseeable risks exceeded the benefits associated with the design, formulation or manufacture of Defendants' drywall.

62. At all times herein mentioned, Defendants' drywall was in a defective condition and unsafe, and Defendants knew, had reason to know, or should have known that said product

was defective and unsafe, especially when used in the form and manner as provided by Defendants.

63. Defendants knew, or should have known, that at all times herein mentioned Defendants' drywall was/is inherently dangerous and unsafe.

64. At the time of use of Defendants' drywall by Plaintiff, Plaintiff utilized the drywall for the purposes and manner normally intended.

65. Defendants had a duty to create a product that was not unreasonably dangerous for its normal, intended use.

66. Defendants' drywall was manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold in a defective condition by Defendants and was unreasonably dangerous to its intended users, including Plaintiff.

67. Defendants manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold a defective product which created an unreasonable risk to the Plaintiffs home as well as to the health of Plaintiff. Defendants are, therefore, strictly liable for the damages and injuries sustained by Plaintiff.

68. Plaintiff, acting as a reasonably prudent person, could not have discovered that Defendants' drywall was defective as herein mentioned or perceive its danger.

69. By reason of the foregoing, the Defendants are strictly liable in tort to the Plaintiff for the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling of a defective product, Defendants' drywall.

70. Defendants' defective design, manufacturing defect, and inadequate warnings of the dangers associated with Defendants' drywall were acts that amount to willful, wanton, and/or reckless conduct by Defendants.

71. Said defects in Defendants' drywall were a substantial factor in causing Plaintiff's injuries and/or placing Plaintiff at increased risk of damage and/or harm.

72. As a direct and proximate result of the defective condition of Defendants' drywall as manufactured and sold by Defendants, Plaintiff suffered, and will continue to suffer, damages.

73. By reason of the foregoing, Plaintiff experienced, and/or is at risk of experiencing, serious and dangerous side effects, as well as has incurred financial damage and injury.

74. As a result of the foregoing acts and omissions, Plaintiff require and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT IV**  
**NEGLIGENCE AND NEGLIGENCE PER SE**  
**(Against Defendant Taishan)**

75. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

76. Defendant Taishan had a duty to exercise reasonable care in manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall the Defendant placed into the stream of commerce, including a duty to assure that the product would perform as intended and would not cause did not cause damage as described herein.

77. Defendant Taishan breached its duty by failing to exercise ordinary care in the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or

selling drywall into the stream of commerce in that Defendants knew or should have known that the product was defective, did not function as intended and/or created a high risk of unreasonable, dangerous side effects, including, but not limited to, corrosion to HVAC coils and refrigerator units, wires, tubes and pipes, and caused allergic reactions, coughing, sinus and throat infection, eye irritation, respiratory problems and other health concerns.

78. The negligence of the Defendant, its agents, servants, and/or employees included, but was not limited to, the following acts and/or omissions:

- a. manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall without thoroughly testing it;
- b. manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall without adequately testing it;
- c. selling drywall without performing proper and sufficient tests to determine the dangers to its users;
- d. negligently failing to adequately and correctly warn the Plaintiff and Plaintiff Class Members and the public, of the dangers of Defendants' drywall;
- e. negligently failing to recall or otherwise notify users at the earliest date that it became known that said product was, in fact, dangerous and defective;
- f. negligently advertising and recommending the use of the aforesaid drywall without sufficient knowledge as to its manufacturing defect and dangerous propensities;
- g. negligently representing that Defendants' drywall was safe for its intended purpose when, in fact, its safety is questionable;

- h. negligently manufacturing drywall in a manner which was dangerous to its users;
- i. negligently processing drywall in a manner which was dangerous to its users;
- j. negligently distributing drywall in a manner which was dangerous to its users;
- k. negligently delivering drywall in a manner which was dangerous to its users;
- l. concealing information concerning reports of adverse effects from the Plaintiff and Plaintiff Class Members while knowing that Defendants drywall were unsafe, dangerous and non-conforming with accepted industry standards; and
- m. improperly concealing and/or misrepresenting information from the Plaintiff and Plaintiff Class Members and/or the public, concerning the severity of risks and dangers of Defendants' drywall and/or the manufacturing defect.

79. Defendants were negligent in the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling of Defendants' drywall in that they:

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

80. Upon information and belief, despite the fact that Defendants knew or should have known that their drywall caused unreasonably dangerous side effects due to its

manufacturing defect, Defendants continued to manufacture, process, distribute, deliver, supply, market and/or sell drywall to the Plaintiff and the consuming public.

81. Defendants knew or should have known that consumers such as Plaintiff would foreseeably suffer damage and injury, both physical and economic, and/or be at an increased risk of suffering damage and injury as a result of Defendants' failure to exercise ordinary care, as well as Defendants' negligent manufacturing process, as set forth herein.

82. Defendants' actions and/or inactions, as set forth herein, by virtue of violating statutes, ordinances and/or rules and/or regulations, constitute negligence per se.

83. Defendants knew or should have known that homeowners such as the Plaintiff would foreseeably suffer injury, and/or be at increased risk of suffering injury, including personal injuries and financial harm, as a result of Defendants' failure to exercise ordinary care, as well as Defendants' negligent manufacturing process, as set forth above.

84. Defendants' negligence was the proximate cause of Plaintiffs damages, injuries, harm and economic loss which they suffered and will continue to suffer.

85. By reason of the foregoing, Plaintiff experienced and/or is at risk of experiencing serious and dangerous side effects, as well as has incurred financial damage and injury.

86. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT V**  
**STRICT PRODUCTS LIABILITY**  
**(Against Defendant Taishan)**

87. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

88. At all times herein mentioned, Defendant Taishan manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold drywall used in the construction of Plaintiff's home.

89. Defendant's drywall was expected to, and did, reach the usual consumers, handlers, and persons coming into contact with said product without substantial change in the condition which it was manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold by the Defendant.

90. At those times, the Defendant's drywall was in an unsafe, defective, and inherently dangerous condition which was unreasonably dangerous to homes and, in particular, Plaintiff's home.

91. Defendant's drywall were so defective in design or formulation or manufacture that when it left the hands of the manufacturer and/or suppliers, the foreseeable risks exceeded the benefits associated with the design, formulation or manufacture of Defendant's drywall.

92. At all times herein mentioned, Defendant's drywall was in a defective condition and unsafe, and Defendant knew, had reason to know, or should have known that said product was defective and unsafe, especially when used in the form and manner as provided by Defendants.

93. Defendant knew, or should have known, that at all times herein mentioned Defendant's drywall was/is inherently dangerous and unsafe.

94. At the time of use of Defendant's drywall by Plaintiff, Plaintiff utilized the drywall for the purposes and manner normally intended.

95. Defendant had a duty to create a product that was not unreasonably dangerous for its normal, intended use.

96. Defendant's drywall was manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold in a defective condition by Defendant and was unreasonably dangerous to its intended users, including Plaintiff.

97. Defendant manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold a defective product which created an unreasonable risk to the Plaintiff's home as well as to the health of Plaintiff. Defendant is, therefore, strictly liable for the damages and injuries sustained by Plaintiff.

98. Plaintiff, acting as a reasonably prudent person, could not have discovered that Defendant's drywall was defective as herein mentioned or perceive its danger.

99. By reason of the foregoing, the Defendant is strictly liable in tort to the Plaintiff for the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling of a defective product, Defendant's drywall.

100. Defendant's defective design, manufacturing defect, and inadequate warnings of the dangers associated with Defendant's drywall were acts that amount to willful, wanton, and/or reckless conduct by Defendant.

101. Said defects in Defendant's drywall were a substantial factor in causing Plaintiff's injuries and/or placing Plaintiff at increased risk of damage and/or harm.



102. As a direct and proximate result of the defective condition of Defendant's drywall as manufactured and sold by Defendant, Plaintiff suffered, and will continue to suffer, damages.

103. By reason of the foregoing, Plaintiff experienced, and/or is at risk of experiencing, serious and dangerous side effects, as well as has incurred financial damage and injury.

104. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT VI**  
**NEGLIGENCE AND NEGLIGENCE PER SE**  
**(Against Defendant BNBM)**

105. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

106. Defendant BNBM had a duty to exercise reasonable care in manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall Defendant BNBM placed into the stream of commerce, including a duty to assure that the product would perform as intended and would not cause did not cause damage as described herein.

107. Defendant BNBM breached its duty by failing to exercise ordinary care in the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall Defendant BNBM placed into the stream of commerce in that Defendant BNBM

knew or should have know that the product was defective, did not function as intended and/or created a high risk of unreasonable, dangerous side effects, including, but not limited to, corrosion to HVAC coils and refrigerator units, wires, tubes and pipes, and caused allergic reactions, coughing, sinus and throat infection, eye irritation, respiratory problems and other health concerns.

108. The negligence of the Defendant BNBK, its agents, servants, and/or employees, included, but was not limited to, the following acts and/or omissions:

- a. manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall without thoroughly testing it;
- b. manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall without adequately testing it;
- c. selling drywall without performing proper and sufficient tests to determine the dangers to its users;
- d. negligently failing to adequately and correctly warn the Plaintiff and the public, of the dangers of Defendant's drywall;
- e. negligently failing to recall or otherwise notify users at the earliest date that it became known that said product was, in fact, dangerous and defective;
- f. negligently advertising and recommending the use of the aforesaid drywall without sufficient knowledge as to its manufacturing defect and dangerous propensities;
- g. negligently representing that Defendant's drywall was safe for its intended purpose when, in fact, its safety is questionable;

- h. negligently manufacturing drywall in a manner which was dangerous to its users;
- i. negligently processing drywall in a manner which was dangerous to its users;
- j. negligently distributing drywall in a manner which was dangerous to its users;
- k. negligently delivering drywall in a manner which was dangerous to its users;
- l. concealing information concerning reports of adverse effects from the Plaintiff while knowing that Defendant's drywall was unsafe, dangerous and nonconforming with accepted industry standards; and
- m. improperly concealing and/or misrepresenting information from the Plaintiff and the public, concerning the severity of risks and dangers of Defendant's drywall and/or the manufacturing defect.

109. Defendant BNBM was negligent in the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling of Defendant's drywall in that they:

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

110. Upon information and belief, despite the fact that Defendant BNBM knew or should have known that its drywall caused unreasonably dangerous side effects due to its

manufacturing defect, Defendants continued to manufacture, process, distribute, deliver, supply, market and/or sell drywall to the Plaintiff and the consuming public.

111. Defendant BNBM knew or should have known that consumers such as Plaintiff would foreseeably suffer damage and injury, both physical and economic, and/or bear an increased risk of suffering damage and injury as a result of Defendant's failure to exercise ordinary care, as well as Defendant's negligent manufacturing process, as set forth herein.

112. Defendant's actions and/or inactions, as set forth herein, by virtue of violating statutes, ordinances and/or rules and/or regulations, constitute negligence per se.

113. Defendant knew or should have known that homeowners such as the Plaintiff would foreseeably suffer injury, and/or be at increased risk of suffering injury, including personal injuries and financial harm, as a result of Defendant's failure to exercise ordinary care, as well as Defendant's negligent manufacturing process, as set forth above.

114. Defendant's negligence was the proximate cause of Plaintiffs damages, injuries, harm and economic loss which they suffered and will continue to suffer.

115. By reason of the foregoing, Plaintiff experienced and/or is at risk of experiencing serious and dangerous side effects, as well as has incurred financial damage and injury.

116. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT VII**  
**STRICT PRODUCTS LIABILITY**  
**(Against Defendant BNBM)**

117. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

118. At all times herein mentioned, Defendant BNBM manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold drywall used in the construction of Plaintiff's home.

119. Defendant BNBM's drywall was expected to, and did, reach the usual consumers, handlers, and persons coming into contact with said product without substantial change in the condition which it was manufactured, processed, distributed, delivered, supplied, inspected and/or sold by the Defendant.

120. At those times, the Defendant's drywall was in an unsafe, defective, and inherently dangerous condition which was unreasonably dangerous to homes and, in particular, Plaintiff's home.

121. Defendant's drywall was so defective in design or formulation or manufacture that when it left Defendant's hands, the foreseeable risks exceeded the benefits associated with the design, formulation or manufacture of Defendant's drywall.

122. At all times herein mentioned, Defendant's drywall was in a defective condition and unsafe, and Defendant knew, had reason to know, or should have known that's aid product was defective and unsafe, especially when used in the form and manner as provided by Defendant.

123. Defendant knew, or should have known, that at all times herein mentioned Defendant's drywall was/is inherently dangerous and unsafe.

124. At the time of use of Defendant's drywall by Plaintiff, Plaintiff utilized the drywall for the purposes and manner normally intended.

125. Defendant BNBM had a duty to create a product that was not unreasonably dangerous for its normal, intended use.

126. Defendant's drywall was manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold in a defective condition by Defendant and was unreasonably dangerous to its intended users, including Plaintiff.

127. Defendant manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold a defective product which created an unreasonable risk to the Plaintiff's home as well as to the health of Plaintiff. Defendant is, therefore, strictly liable for the damages and injuries sustained by Plaintiff.

128. Plaintiff, acting as a reasonably prudent person, could not have discovered that Defendant's drywall was defective as herein mentioned or perceive its danger.

129. By reason of the foregoing, the Defendant BNBM is strictly liable in tort to the Plaintiff for the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling of a defective product, Defendant's drywall.

130. Defendant's defective design, manufacturing defect, and inadequate warnings of the dangers associated with Defendant's drywall were acts that amount to willful, wanton, and/or reckless conduct by Defendant.

131. Said defects in Defendant's drywall were a substantial factor in causing Plaintiff's injuries and/or placing Plaintiff at increased risk of damage and/or harm.

132. As a direct and proximate result of the defective condition of Defendant's drywall as manufactured and sold by Defendant, Plaintiff suffered, and will continue to suffer, damages.

133. By reason of the foregoing, Plaintiff experienced, and/or is at risk of experiencing, serious and dangerous side effects, as well as has incurred financial damage and injury.

134. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT VIII**  
**NEGLIGENCE AND NEGLIGENCE PER SE**  
**(Against Defendant Chenxiang)**

135. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

136. Defendant Chenxiang had a duty to exercise reasonable care in manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall Defendant Chenxiang placed into the stream of commerce, including a duty to assure that the product would perform as intended and would not cause did not cause damage as described herein.

137. Defendant Chenxiang breached its duty by failing to exercise ordinary care in the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall Defendant Chenxiang placed into the stream of commerce in that Defendant

Chenxiang knew or should have know that the product was defective, did not function as intended and/or created a high risk of unreasonable, dangerous side effects, including, but not limited to, corrosion to HVAC coils and refrigerator units, wires, tubes and pipes, and caused allergic reactions, coughing, sinus and throat infection, eye irritation, respiratory problems and other health concerns.

138. The negligence of the Defendant Chenxiang, its agents, servants, and/or employees, included, but was not limited to, the following acts and/or omissions:

- a. manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall without thoroughly testing it;
- b. manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling drywall without adequately testing it;
- c. selling drywall without performing proper and sufficient tests to determine the dangers to its users;
- d. negligently failing to adequately and correctly warn the Plaintiff and the public, of the dangers of Defendant's drywall;
- e. negligently failing to recall or otherwise notify users at the earliest date that it became known that said product was, in fact, dangerous and defective;
- f. negligently advertising and recommending the use of the aforesaid without sufficient knowledge as to its manufacturing defect and dangerous propensities;
- g. negligently representing that Defendant's drywall was safe for its intended purpose when, in fact, its safety is questionable;



- h. negligently manufacturing drywall in a manner which was dangerous to its users;
- i. negligently processing drywall in a manner which was dangerous to its users;
- j. negligently distributing drywall in a manner which was dangerous to its users;
- k. negligently delivering drywall in a manner which was dangerous to its users;
- l. concealing information concerning reports of adverse effects from the Plaintiff while knowing that Defendant drywall were unsafe, dangerous and nonconforming with accepted industry standards; and
- m. improperly concealing and/or misrepresenting information from the Plaintiff and the public, concerning the severity of risks and dangers of Defendant's drywall and/or the manufacturing defect.

139. Defendant Chenxiang was negligent in the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling of Defendant's drywall in that they:

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

140. Upon information and belief, despite the fact that Defendant Chenxiang knew or should have known that its drywall caused unreasonably dangerous side effects due to its

manufacturing defect, Defendants continued to manufacture, process, distribute, deliver, supply, market and/or sell drywall to the Plaintiff and the consuming public.

141. Defendant Chenxiang knew or should have known that consumers such as Plaintiff would foreseeably suffer damage and injury, both physical and economic, and/or be at an increased risk of suffering damage and injury as a result of Defendant's failure to exercise ordinary care, as well as Defendant's negligent manufacturing process, as set forth herein.

142. Defendant's actions and/or inactions, as set forth herein, by virtue of violating statutes, ordinances and/or rules and/or regulations, constitute negligence per se.

143. Defendant knew or should have known that homeowners such as the Plaintiff would foreseeably suffer injury, and/or be at increased risk of suffering injury, including personal injuries and financial harm, as a result of Defendant's failure to exercise ordinary care, as well as Defendant's negligent manufacturing process, as set forth above.

144. Defendant's negligence was the proximate cause of Plaintiff's damages, injuries, harm and economic loss which they suffered and will continue to suffer.

145. By reason of the foregoing, Plaintiff experienced and/or is at risk of experiencing serious and dangerous side effects, as well as has incurred financial damage and injury.

146. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT IX**  
**STRICT PRODUCTS LIABILITY**  
**(Against Defendant Chenxiang)**

147. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs I through 35 of this Complaint, with the same force and effect as if fully set forth herein.

148. At all times herein mentioned, Defendant Chenxiang manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold drywall used in the construction of Plaintiff's home.

149. Defendant Chenxiang's drywall was expected to, and did, reach the usual consumers, handlers, and persons coming into contact with said product without substantial change in the condition which it was manufactured, processed, distributed, delivered, supplied, inspected and/or sold by the Defendant.

150. At those times, the Defendant's drywall was in an unsafe, defective, and inherently dangerous condition which was unreasonably dangerous to homes and, in particular, Plaintiffs home.

151. Defendant's drywall were so defective in design or formulation or manufacture that when it left Defendant's hands, the foreseeable risks exceeded the benefits associated with the design, formulation or manufacture of Defendant's drywall.

152. At all times herein mentioned, Defendant's drywall was in a defective condition and unsafe, and Defendant knew, had reason to know, or should have known that said product was defective and unsafe, especially when used in the form and manner as provided by Defendant.

153. Defendant knew, or should have known, that at all times herein mentioned Defendant's drywall was/is inherently dangerous and unsafe.

154. At the time of use of Defendant's drywall by Plaintiff, Plaintiff utilized the drywall for the purposes and manner normally intended.

155. Defendant Chenxiang had a duty to create a product that was not unreasonably dangerous for its normal, intended use.

156. Defendant's drywall was manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold in a defective condition by Defendant and was unreasonably dangerous to its intended users, including Plaintiff.

157. Defendant manufactured, processed, distributed, delivered, supplied, inspected, marketed and/or sold a defective product which created an unreasonable risk to the Plaintiffs home as well as to the health of Plaintiff. Defendant is, therefore, strictly liable for the damages and injuries sustained by Plaintiff.

158. Plaintiff, acting as a reasonably prudent person, could not have discovered that Defendants' drywall was defective as herein mentioned or perceive its danger.

159. By reason of the foregoing, the Defendant Chenxiang is strictly liable in tort to the Plaintiff for the manufacturing, processing, distributing, delivering, supplying, inspecting, marketing and/or selling of a defective product, Defendant's drywall.

160. Defendant's defective design, manufacturing defect, and inadequate warning of the dangers associated with Defendant's drywall were acts that amount to willful, wanton, and/or reckless conduct by Defendant.

161. Said defects in Defendant's drywall were a substantial factor in causing Plaintiff's injuries and/or placing Plaintiff at increased risk of damage and/or harm.

162. As a direct and proximate result of the defective condition of Defendant's drywall as manufactured and sold by Defendant, Plaintiff suffered, and will continue to suffer, damages.

163. By reason of the foregoing, Plaintiff experienced, and/or is at risk of experiencing, serious and dangerous side effects, as well as has incurred financial damage and injury.

164. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT X**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Against Defendants USG and Seacoast)**

165. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

166. This is an action against Defendants USG and Seacoast for breach of the implied warranty of merchantability under the common law and/or Florida Statute § 672.314.

167. Defendants USG and/or Seacoast are merchants of gypsum drywall.

168. Upon information and belief, some of the defective drywall used in the construction of Plaintiff's home was sent from the Manufacturers to Defendant USG.

169. Homebuilders and/or their agents or employees entered into contracts with Defendants USG and Seacoast to purchase gypsum drywall that was to be installed in Plaintiff's home.

170. Plaintiff is an intended third party beneficiary of those contracts because it was the clear and manifest intent of Defendants USG and/or Seacoast that the contracts were to primarily and directly benefit Plaintiff.

171. Pursuant to Florida Statute § 672.314 and/or common law, Defendants USG and/or Seacoast warranted that the gypsum drywall was merchantable and reasonably fit for the ordinary purpose for which gypsum drywall is used.

172. Defendants USG and/or Seacoast breached the implied warranty of merchantability by selling certain gypsum drywall that was defective and not reasonably fit for the ordinary purpose for which gypsum drywall is used.

173. The drywall supplied and sold by Defendants USG and/or Seacoast and installed in Plaintiff's home is defective because it caused damage as described more fully herein.

174. As a result of Defendants USG's and/or Seacoast's breaches of the implied warranty of merchantability, Plaintiff has suffered and continues to suffer damages.

175. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff and the Plaintiff Class Members will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT XI**  
**BREACH OF IMPLIED WARRANTY**  
**OF FITNESS FOR A PARTICULAR PURPOSE**  
**(Against Defendants USG and Seacoast)**

176. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

177. This is an action against Defendants USG and Seacoast for breach of the implied warranty of fitness for a particular purpose under the common law and/or Florida Statute § 672.31 4.

178. Defendants USG and/or Seacoast are suppliers of gypsum drywall.

179. Upon information and belief, some of the defective drywall used in the construction of Plaintiffs home was sent from the Manufacturers to Defendant USG.

180. Homebuilders and/or their agents or employees entered into contracts with Defendants USG and Seacoast to purchase gypsum drywall that was to be installed in Plaintiff's home.

181. Plaintiff is an intended third party beneficiary of those contracts because it was the clear and manifest intent of Defendants USG and/or Seacoast that the contracts were to primarily and directly benefit Plaintiff.

182. At the time Defendants USG and/or Seacoast entered into the contracts with the homebuilders, Defendants USG and/or Seacoast had reason to know that the gypsum drywall was being purchased for the particular purpose of being installed in residential homes owned by Plaintiff, and that homebuilders were relying on Defendants USG's and/or Seacoast's skill and judgment to select and furnish gypsum drywall that was suitable for this particular purpose.

183. Plaintiff, directly and/or indirectly, relied on Defendant USG's and/or Seacoast's judgment in supplying and selling gypsum drywall that was suitable for the particular purpose of being installed in residential homes owned by Plaintiff.

184. Pursuant to Florida Statute § 672.315 and/or common law, Defendants USG and/or Seacoast warranted that the gypsum drywall was fit for the particular purpose of being installed in residential homes owned by Plaintiff.

185. Defendants USG and/or Seacoast breached the implied warranty of fitness for a particular purpose by selling certain gypsum drywall that was defective and not fit for the particular purpose of being installed in residential homes owned by Plaintiff.

186. The drywall supplied and sold by Defendants USG and/or Seacoast and installed in Plaintiff's home is defective because it caused damage as described more fully herein.

187. As a result of Defendants USG's and/or Seacoast's breaches of the implied warranty of merchantability, Plaintiff has suffered and continue to suffer damages.

188. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT XII**  
**STRICT PRODUCTS LIABILITY**  
**(Against Defendant USG)**

189. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.



190. This is an action for products liability against Defendant USG.

191. The defective gypsum drywall installed in Plaintiff's home was supplied by, among other suppliers, Defendant USG. Upon information and belief, some of the defective drywall installed in Plaintiff's home was sent from the Manufacturers to Defendant USG.

192. The defective gypsum drywall distributed, supplied, and/or sold by Defendant USG is unreasonably defective because it causes damage and injury to Plaintiff as described more fully herein.

193. Defendant USG expected the defective gypsum drywall to reach the usual consumers, handlers, and persons coming into contact with said product without substantial change affecting its condition, and the defective gypsum drywall did in fact reach the usual customers, handlers, and persons coming into contact with said product without substantial change affecting that condition.

194. The defective gypsum drywall distributed, supplied and/or sold by Defendant USG directly and proximately caused damage and injury to Plaintiff, including, but not limited to, corrosion of HVAC coils and refrigerator units, certain electrical wiring and plumbing components, and caused allergic reactions, sinus and throat infection, eye irritation, respiratory problems and other health concerns.

195. By reason of the foregoing, Plaintiff experienced, and/or is at risk of experiencing, serious and dangerous side effects, as well as has incurred financial damage and injury as described more fully herein.

196. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and

believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT XIII**  
**STRICT PRODUCTS LIABILITY**  
**(Against Defendant Seacoast)**

197. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

198. This is an action for products liability against Defendant Seacoast.

199. The defective gypsum drywall installed in Plaintiffs home was supplied by, among other suppliers, Defendant Seacoast. Upon information and belief, some of the defective drywall installed in Plaintiffs home was sent from the Manufacturers to Defendant Seacoast.

200. The defective gypsum drywall distributed, supplied, and/or sold by Defendant Seacoast is unreasonably defective because it causes damage and injury to Plaintiff as described more fully herein.

201. Defendant Seacoast expected the defective gypsum drywall to reach the usual consumers, handlers, and persons coming into contact with said product without substantial change affecting its condition, and the defective gypsum drywall did in fact reach the usual customers, handlers, and persons coming into contact with said product without substantial change affecting that condition.

202. The defective gypsum drywall distributed, supplied and/or sold by Defendant Seacoast directly and proximately caused damage and injury to Plaintiff, including, but not limited to, corrosion of HVAC coils and refrigerator units, certain electrical wiring and plumbing

components, and caused allergic reactions, sinus and throat infection, eye irritation, respiratory problems and other health concerns.

203. By reason of the foregoing, Plaintiff experienced, and/or is at risk of experiencing, serious and dangerous side effects, as well as has incurred financial damage and injury as described more fully herein.

204. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical, care, attention, and services.

**COUNT XIV**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Against Defendants Rosen, Rothchilt and IBSA)**

205. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

206. This is an action against Defendants Rosen, Rothchilt and IBSA for breach of the implied warranty of merchantability under the common law and/or Florida Statute § 672.314.

207. Defendants Rosen, Rothchilt and/or IBSA are merchants of gypsum drywall.

208. Homebuilders and/or their agents or employees entered into contracts with Defendants Rosen, Rothchilt and IBSA to purchase gypsum drywall that was to be installed in Plaintiff's home.

209. Plaintiff is an intended third party beneficiary of those contracts because it was the clear and manifest intent of Defendants Rosen, Rothchilt and/or IBSA that the contracts were to primarily and directly benefit Plaintiff.

210. Pursuant to Florida Statute § 672.314 and/or common law, Defendants Rosen, Rothchilt and/or IBSA warranted that the gypsum drywall was merchantable and reasonably fit for the ordinary purpose for which gypsum drywall is used.

211. Defendants Rosen, Rothchilt and/or IBSA breached the implied warranty of merchantability by selling certain gypsum drywall that was defective and not reasonably fit for the ordinary purpose for which gypsum drywall is used.

212. The drywall supplied and sold by Defendants Rosen, Rothchilt and/or IBSA and installed in Plaintiffs home is defective because it caused damage as described more fully herein.

213. As a result of Defendants Rosen's, Rothchilt's and/or IBSA's breaches of the implied warranty of merchantability, Plaintiff has suffered and continues to suffer damages.

214. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT XV**  
**BREACH OF IMPLIED WARRANTY**  
**OF FITNESS FOR A PARTICULAR PURPOSE**  
**(Against Defendants Rosen, Rothchilt and IBSA)**

215. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

216. This is an action against Defendants Rosen, Rothchilt and IBSA for breach of the implied warranty of fitness for a particular purpose under the common law and/or Florida Statute § 672.31 4.

217. Defendants Rosen, Rothchilt and/or IBSA are suppliers of gypsum drywall.

218. Homebuilders and/or their agents or employees entered into contracts with Defendants Rosen, Rothchilt and/or IBSA to purchase gypsum drywall that was to be installed in Plaintiff's home.

219. Plaintiff is an intended third party beneficiary of those contracts because it was the clear and manifest intent of Defendants Rosen, Rothchilt and/or IBSA that the contracts were to primarily and directly benefit Plaintiff.

220. At the time Defendants Rosen, Rothchilt and/or IBSA entered into the contracts with the homebuilders, Defendants Rosen, Rothchilt and/or IBSA had reason to know that the gypsum drywall was being purchased for the particular purpose of being installed in residential homes owned by Plaintiff, and that homebuilders were relying on Defendants Rosen's, Rothchilt's and/or IBSA's skill and judgment to select and furnish gypsum drywall that was suitable for this particular purpose.

221. Plaintiff, directly and/or indirectly, relied on Defendant Rosen's, Rothchilt's, and/or IBSA's judgment in supplying and selling gypsum drywall that was suitable for the particular purpose of being installed in residential homes owned by Plaintiff.

222. Pursuant to Florida Statute § 672.315 and/or common law, Defendants Rosen, Rothchilt and/or IBSA warranted that the gypsum drywall was fit for the particular purpose of being installed in residential homes owned by Plaintiff.

223. Defendants Rosen, Rothchilt and/or IBSA breached the implied warranty of fitness for a particular purpose by selling certain gypsum drywall that was defective and not fit for the particular purpose of being installed in residential homes owned by Plaintiff.

224. The drywall supplied and sold by Defendants Rosen, Rothchilt and/or IBSA and installed in Plaintiff's home is defective because it caused damage as described more fully herein.

225. As a result of Defendants Rosen's, Rothchilt's and/or IBSA's breaches of the implied warranty of merchantability, Plaintiff has suffered and continues to suffer damages.

226. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT XVI**  
**STRICT PRODUCT LIABILITY**  
**(Against Defendant Rosen)**

227. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

228. This is an action for products liability against Defendant Rosen.

229. The defective gypsum drywall installed in Plaintiff's home was supplied by, among other suppliers, Defendant Rosen. Upon information and belief, some of the defective drywall installed in Plaintiffs home was sent from the Manufacturers to Defendant Rosen.

230. The defective gypsum drywall distributed, supplied, and/or sold by Defendant Rosen is unreasonably defective because it causes damage and injury to Plaintiff as described more fully herein.

231. Defendant Rosen expected the defective gypsum drywall to reach the usual consumers, handlers, and persons coming into contact with said product without substantial change affecting its condition, and the defective gypsum drywall did in fact reach the usual customers, handlers, and persons coming into contact with said product without substantial change affecting that condition.

232. The defective gypsum drywall distributed, supplied and/or sold by Defendant Rosen directly and proximately caused damage and injury to Plaintiff, including, but not limited to, corrosion of HVAC coils and refrigerator units, certain electrical wiring and plumbing components, and caused allergic reactions, sinus and throat infection, eye irritation, respiratory problems and other health concerns.

233. By reason of the foregoing, Plaintiff experienced, and/or is at risk of experiencing, serious and dangerous side effects, as well as has incurred financial damage and injury as described more fully herein.

234. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical, care, attention, and

**COUNT XVII**  
**STRICT PRODUCTS LIABILITY**  
**(Against Defendant IBSA)**

235. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

236. This is an action for products liability against Defendant IBSA.

237. The defective gypsum drywall installed in Plaintiff's home was supplied by, among other suppliers, Defendant IBSA. Upon information and belief, some of the defective drywall installed in Plaintiffs home was sent from the Manufacturers to Defendant IBSA.

238. The defective gypsum drywall distributed, supplied, and/or sold by Defendant IBSA is unreasonably defective because it causes damage and injury to Plaintiff as described more fully herein.

239. Defendant IBSA expected the defective gypsum drywall to reach the usual consumers, handlers, and persons coming into contact with said product without substantial



change affecting its condition, and the defective gypsum drywall did in fact reach the usual customers, handlers, and persons coming into contact with said product without substantial change affecting that condition.

240. The defective gypsum drywall distributed, supplied and/or sold by Defendant IBSA directly and proximately caused damage and injury to Plaintiff, including, but not limited to, corrosion of HVAC coils and refrigerator units, certain electrical wiring and plumbing components, and caused allergic reactions, sinus and throat infection, eye irritation, respiratory problems and other health concerns.

241. By reason of the foregoing, Plaintiff experienced, and/or is at risk of experiencing, serious and dangerous side effects, as well as has incurred financial damage and injury as described more fully herein.

242. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical, care, attention, and services.

**COUNT XVIII**  
**STRICT PRODUCTS LIABILITY**  
**(Against Defendant Rothchilt)**

243. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

244. This is an action for products liability against Defendant Rothchilt.

245. The defective gypsum drywall installed in Plaintiff's home was supplied by, among other suppliers, Defendant Rothchilt. Upon information and belief, some of the defective drywall installed in Plaintiff's home was sent from the Manufacturers to Defendant Rothchilt.

246. The defective gypsum drywall distributed, supplied, and/or sold by Defendant Rothchilt is unreasonably defective because it causes damage and injury to Plaintiff as described more fully herein.

247. Defendant Rothchilt expected the defective gypsum drywall to reach the usual consumers, handlers, and persons coming into contact with said product without substantial change affecting its condition, and the defective gypsum drywall did in fact reach the usual customers, handlers, and persons coming into contact with said product without substantial change affecting that condition.

248. The defective gypsum drywall distributed, supplied and/or sold by Defendant Rothchilt directly and proximately caused damage and injury to Plaintiff, including, but not limited to, corrosion of HVAC coils and refrigerator units, certain electrical wiring and plumbing components, and caused allergic reactions, sinus and throat infection, eye irritation, respiratory problems and other health concerns.

249. By reason of the foregoing, Plaintiff experienced, and/or is at risk of experiencing, serious and dangerous side effects, as well as has incurred financial damage and injury as described more fully herein.

250. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and

believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical, care, attention, and services.

**COUNT XIX**  
**BREACH OF EXPRESS WARRANTY**  
**(Against All Defendants)**

251. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

252. Defendants expressly warranted that Defendants' drywall was safe and well accepted by homebuilders.

253. Defendants' drywall did not conform to these express representations because Defendants' defective drywall is defective and unsafe, and is associated with numerous side effects. As a direct and proximate result of the breach of said warranties, Plaintiff suffered, and/or will continue to suffer, and/or are at an increased risk to suffer, extensive damage, economic loss, personal injuries and/or other harm.

254. Plaintiff did rely on the express warranties of the Defendants herein.

255. The Defendants herein breached the aforesaid express warranties, as Defendants' drywall was defective.

256. Defendants expressly represented to Plaintiff that Defendants' drywall are safe, efficacious, and fit for use for the purposes intended, that the Defendants' drywall are of merchantable quality, that Defendants' drywall did not produce any dangerous side effects, and that Defendants' drywall were adequately tested and fit for its intended use.

257. Defendants knew or should have known that the aforesaid representations and warranties are false, misleading and untrue in that Defendants' drywall are not fit for the use

intended and, in fact, produced severe and extensive damage to Plaintiffs home because Defendants' drywall was negligently manufactured.

258. Defendants expressly represented to Plaintiff that Defendants' drywall are safe, efficacious, and fit for use for the purposes intended, that the Defendants' drywall are of merchantable quality, that Defendants' drywall did not produce any dangerous side effects, and that Defendants' drywall were adequately tested and fit for its intended use.

259. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical, care, attention, and services.

**COUNT XX**  
**FRAUDULENT MISREPRESENTATION**  
**(Against Defendants Knauf Gips, Knauf Tianjin, Taishan, BNBK and Chenxian)**

260. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

261. Defendants falsely and fraudulently represented to Plaintiff and the consuming public that Defendants' wall had been tested and was found to be safe and/or effective for use.

262. That representation made by Defendants was, in fact, false.

263. When said representations were made by Defendants, upon information and belief, they knew those representations to be false and they willfully, wantonly, and recklessly disregarded whether the representations were true.

264. These representations were made by Defendants with the intent of defrauding and deceiving the Plaintiff and the consuming public, all of which evinced reckless, willful, indifference to the health, safety and welfare of the Plaintiff.

265. At the time the aforesaid representations were made by the Defendants and, Plaintiff was unaware of the falsity of said representations and reasonably believed them to be true.

266. In reliance upon said representations, the Plaintiff's home was built using Defendants' drywall thereby sustaining damage and injury and/or being at an increased risk of sustaining damage and injury in the future.

267. Said Defendants knew, and were aware, or should have been aware, that Defendants' drywall had not been sufficiently tested, was defectively manufactured and/or lacked adequate and/or sufficient warnings.

268. Defendants knew, or should have known, that Defendants' drywall had the potential to, could, and would cause severe damage and injury to homeowners.

269. Defendants brought Defendants' drywall to the market and acted fraudulently, wantonly, and maliciously to the detriment of the Plaintiff.

270. By reason of the foregoing, Plaintiff experienced, and/or is at risk of experiencing, financial damage and injury.

271. As a result of the foregoing acts and omissions, Plaintiff requires and/or will require extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical care, attention, and services.

**COUNT XXI**  
**FRAUDULENT CONCEALMENT**  
**(Against Defendants Knauf Gips, Knauf Tianjin, Taishan, BNBM and Chenxiang)**

272. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

273. At all times material hereto, Defendants misrepresented the safety of Defendants' drywall.

274. Defendants knew, or were reckless in not knowing, that its representations were false.

275. Defendants fraudulently concealed, and/or intentionally omitted, the fact that Defendants' drywall caused corrosion to air-conditioning and refrigerator units, electrical wires and copper tubes, and caused allergic reactions, coughing, sinus and throat infection, eye irritation, breathing hazards, and other health concerns.

276. Defendants fraudulently concealed, and/or intentionally omitted, the fact that Defendants were aware of complaints regarding defects in Defendants' drywall and did nothing.

277. Defendants fraudulently concealed and/or intentionally omitted the fact that Defendants' drywall was negligently manufactured.

278. Defendants were under a duty to disclose to Plaintiff the aforementioned as it pertains to Defendants' drywall.

279. Defendants' concealment and omissions of material facts concerning, *inter alia*, the negligent manufacture of Defendants' drywall was made purposefully, willfully, wantonly,

and/or recklessly to mislead Plaintiff and the consuming public into reliance and continued use of Defendants' drywall.

280. Defendants knew that Plaintiff and the consuming public, had no way to determine the truth behind Defendants' concealment and omissions and that these included material omissions of facts surrounding Defendants' drywall as alleged herein.

281. Plaintiff and the consuming public, reasonably relied on facts revealed which negligently, fraudulently and/or purposefully did not include facts that were concealed and/or omitted by Defendants.

282. As a result of the foregoing acts and omissions, Plaintiff requires extensive reconstruction and repairs, and will incur repair and replacement costs, repairs for appliances, medical expenses, incidental, and other related expenses. Plaintiff is informed and believes, and further alleges, that Plaintiff will in the future be required to pay for additional repairs and/or replacement costs, and/or medical, care, attention, and services.

**COUNT XXII**  
**VIOLATION OF THE FLORIDA DECEPTIVE**  
**AND UNFAIR TRADE PRACTICES ACT**  
**(Against Defendants Knauf Gips. Knauf Tianjin. Taishan. BNBM and Chenxiang)**

283. Plaintiff, ROBERT P. MEISTER, III, readopts and realleges the allegations contained in paragraphs 1 through 35 of this Complaint, with the same force and effect as if fully set forth herein.

284. This action is brought to secure redress for the unlawful, deceptive and unfair trade practices, perpetrated by Defendants Knauf Gips, Knauf Tianjin, Taishan, BNBM and Chenxiang.

285. Plaintiff is a "consumer" and the subject transactions are "trade or commerce" as defined by Florida Statute § 501.203(8).

286. Defendants Knauf Gips', Knauf Tianjin's, Taishan's, BNBM's and Chenxiang's actions and/or omissions as described herein violate Florida Statutes, § 501.201, *et seq.*, which was enacted to protect the consuming public from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.

287. Specifically, Defendants Knauf Gips, Knauf Tianjin, Taishan, BNBM and Chenxiang misrepresented and omitted material information regarding their drywall by failing to disclose known risks.

288. Defendants Knauf Gips', Knauf Tianjin's, Taishan's, BNBM and Chenxiang's misrepresentations and concealment of material facts constitute unconscionable commercial practices, deception, fraud, false pretenses, misrepresentation, and/or the knowing concealment, suppression, or omission of material facts with the intent that others rely on such concealment, suppression, or omission in connection with the sale and use of Defendants' drywall in violation of Florida Statutes, § 501.201, *et seq.*

289. Defendants Knauf Gips, Knauf Tianjin, Taishan, BNBM and Chenxiang violated Florida Statutes, § 501.201, *et seq.*, by knowingly and falsely representing that Defendants' drywall was fit to be used for the purpose for which it was intended when Defendants knew it was deceptive, dangerous, ineffective, unsafe and by other acts alleged herein.

290. Defendants Knauf Gips, Knauf Tianjin, Taishan, BNBM and Chenxiang engaged in the deceptive acts and practices alleged herein in order to sell Defendants' drywall to the public, including Plaintiff.



291. Said acts and practices on the part of Defendants Knauf Gips, Knauf T'ianjin, Taishan, BNMB and Chenxiang were and are illegal and unlawful pursuant to Florida Statute § 501.204.

292. As a direct and proximate result of Defendants Knauf Gips', Knauf Tianjin's, Taishan's, BNBM's and Chcnxiang's violations of Florida Statutes, § 501.201, *et seq.*, Plaintiff has suffered damages. Plaintiff is entitled to compensatory damages, equitable and declaratory relief, punitive damages, costs and reasonable attorney's fees.

### **PRAYER FOR RELIEF**

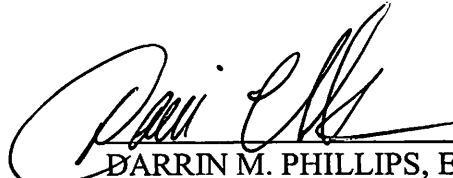
WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, as follows:

- a. Damages in an amount to be determined at trial;
- b. Pre-judgment and post-judgment interest at the maximum rate allowable at law;
- c. Equitable, injunctive, and declaratory relief;
- d. Treble, exemplary, and/or punitive damages in an amount to be determined at trial;
- e. The costs and disbursements incurred by Plaintiff in connection with this action, including reasonable attorneys' fees;
- f. All statutory damages;
- g. Reimbursement for all costs and expenses incurred in the repair of Plaintiff's home along with any purchase price paid, including, but not limited to, insurance copayments, interest on these amounts from the date of purchase, attorneys' fees and costs, non-pecuniary damages, as well as any other legal or equitable relief to which Plaintiff may be entitled;
- h. Such other and further relief under all applicable state and federal law and any other relief the Court deems just and appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff, ROBERT P. MEISTER, III, hereby demands a trial by jury as to all issues so triable.

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