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SUPERIOR COURT
CAMDEN, NEW JERSEY

ROBERT M. LONG and THEA R. LONG,
on behalf of herself and all others similarly
situated,

Plaintiffs,

v.

NVR, INC. d/b/a RYAN HOMES,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

DOCKET NUMBER: CAM-L- 2929-13

**FIRST AMENDED
CLASS ACTION COMPLAINT**

INTRODUCTION

1. This is a class action brought to remedy a class wide construction defect and building code violation in the Fairmont model homes built by NVR, Inc., doing business as “Ryan Homes” (hereafter “Defendant”) in the Wilton’s Corner development located in Sicklerville, Camden County, New Jersey.

2. Independent inspections have determined that the Fairmont model homes in the Wilton’s Corner development were constructed in error and in violation of the applicable building code.

3. Specifically, it was discovered that the Defendant committed a class-wide construction error and a violation of the applicable building code by failing to provide any insulation in the exterior walls of the bathrooms in these homes and no insulation or other protection around the pipes encased in these exterior walls.

4. As a result of the lack of required insulation, the unprotected pipes in these exterior walls freeze in cold weather, often leading to burst pipes.

5. All such homes require remediation to bring these homes into compliance with the applicable building code.

6. These defects are common to all Fairmont model homes built by Defendant in the Wilton's Corner development.

7. This lawsuit seeks to ensure that these defects are made known to all effected residents and that the defects will be corrected at the expense of the party responsible for causing them; who is also the party best able to bear these costs.

8. The class seeks, inter alia, an order for injunctive relief, directing Defendant to provide notice to the class of this latent defect, as well as establishing, under the court's equitable powers, and at the Defendant's expense, a court-administered program for the inspection and repair of the homes owned by the class, an education program and a program of maintenance to eliminate or mitigate the danger and habitability problems associated with these defects.

THE PARTIES

9. Plaintiffs Robert M. & Thea R. Long are individuals residing at 77 Colts Neck Drive, Sicklerville, Camden County, New Jersey.

10. Like all class members, Plaintiffs Robert M. and Thea R. Long are the owners of a Fairmont model home constructed and originally sold by Defendant in the Wilton Corner's development in Sicklerville, Camden County, New Jersey which suffers from the common, class-wide defect and code violation described herein.

11. The Affidavits of Robert M and Thea R. Long are attached hereto as Attachments A and B respectively, and the facts alleged therein are incorporated in this amended complaint as if set forth herein.

12. Defendant NVR, Inc., doing business as "Ryan Homes," is a Virginia Corporation with its primary New Jersey office located at 221 Laurel Road, Suite 160, Voorhees, New Jersey 08043.

CLASS ALLEGATIONS

13. Plaintiffs bring this action as a class action pursuant to R. 4:32, on behalf of a class defined as follows:

All current owners of a Fairmont model home constructed by Defendant in the Wilton's Corner development in Sicklerville, Winslow Township, New Jersey, who originally purchased their home directly from Defendant.

14. The class for whose benefit this action is brought is so numerous that joinder of all members is impracticable.

15. Plaintiffs are able to state the number of class members at this time is at least 175 homeowners.

16. There are common questions of law and fact affecting the rights of all class members, including the following:

- a. whether the class is entitled to injunctive relief in the form of an order directing Defendant to send a court-approved form of notice to class members, advising them of the construction defect and code violation described herein;
- b. whether the class is entitled to injunctive relief in the form of an order establishing a court-administered program of repair to eliminate the common construction defect and code violation described herein;
- c. whether the class is entitled to injunctive relief in the form of a court-administered program of inspection, maintenance and repair, to protect class members against the inhabitable conditions caused by the common defect and code violation;

- d. whether the class-wide construction defect and code violation alleged herein exists;
- e. whether the failure to provide any insulation in the exterior bathroom walls of these homes, or the pipes encased inside those exterior bathroom walls, violated the mandatory requirements of Section 2.16 of the National Standard Plumbing Code in force in Winslow Township when these homes were constructed and originally sold; as well as other applicable building codes;
- f. whether Defendant violated the implied warranty of habitability by building homes which suffer from the common construction defect and code violation alleged herein;
- g. whether Defendant knew of these construction and design defects and the date Defendant knew;
- h. whether Defendant, as the designer, builder and original seller of these homes, was bound to deliver the homes in habitable condition;
- i. whether Defendant, as the designer, builder and original seller of these homes, was responsible for curing the latent construction defect and code violation in these homes;
- j. whether Defendant failed to provide an adequate warning of the defects to class members; and
- k. whether Defendant violated the New Jersey Consumer Fraud Act in the sale of these homes to Plaintiffs and the class in the manner outlined in greater detail herein.

17. Each of these enumerated questions of law and fact is common to each member of the class.

18. Plaintiffs are members of the class which they seek to represent and their claims arise from the same factual and legal basis as those of the class; they assert the same legal theories as all class members.

19. Plaintiffs will thoroughly and adequately protect the interest of the class, having obtained qualified and competent legal counsel to represent themselves and those similarly situated.

20. The prosecution of separate actions by individual class members would create a risk of inconsistent adjudications and would cause needless expenditure of judicial resources.

21. Plaintiffs are typical of the class in that their claims, like those of the class, arise from the same uniform construction defect and code violation; the same breach of warranty claims and other legal theories.

22. Defendant has acted on grounds generally applicable to the class by, inter alia, designing and constructing homes that suffer from a common latent defect and code violation, and then failing to adequately warn class members or remedy those defects.

23. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

THE DESIGN DEFECT AND CODE VIOLATION AT ISSUE

24. Defendant is a mass builder and developer of residential housing, including the builder and original seller of Fairmont model homes owned by the class in the Wilton's Corner development in Sicklerville, Winslow Township, Camden County, New Jersey.

25. Defendant constructed and sold approximately 175 Fairmont model homes in the Wilton's Corner development.

26. Each Fairmont model home in the Wilton's Corner development was constructed according to common plans and using common procedures and each suffers from the common defect and code violation alleged herein.

27. Specifically, each such Fairmont home has a bathroom which is adjacent to the exterior wall of the building.

28. The pipes which feed the plumbing fixtures in each such home are located inside that exterior wall of the bathroom.

29. In each of these homes, the home was constructed such that there is no insulation or other protection inside the exterior bathroom wall to prevent the pipes inside the wall from freezing and there is no insulation or other protection around the pipes themselves.

30. The failure to provide such insulation or other protective measures is contrary to industry standards and the failure to observe such standards constitutes a construction defect.

31. The failure to provide such insulation or other protective measures is also a per se violation of the building codes in force in Winslow Township when these Fairmont model homes were originally constructed and sold.

32. Specifically, Section 2.16 of the 2000 National Standard Plumbing Code---entitled **“FREEZING OR OVERHEATING”**--- requires:

**“The plumbing system shall be protected from freezing or overheating.
The following condition shall be met:**

* * *

(e) In areas with seasonal freezing temperatures, all waste and water supply piping in exterior walls and other areas shall be protected from freezing.”

33. Winslow Township, New Jersey is an area that is subject to seasonal freezing temperatures.

34. Without the insulation or other protective measures required by the building code, the unprotected pipes located inside the exterior walls of the bathrooms in the homes of the class are prone to freezing and sometimes bursting in winter.

35. In addition, the unprotected pipes inside these exterior walls were designed by Defendant in such a way as to make them impossible to completely drain these pipes of water in the manner consistent with industry standards. Thus, it is not possible to “winterize” these unprotected and non-insulated pipes by draining the water from these pipes.

36. Worst of all, because the construction defect and code violation is hidden from view inside an exterior wall, a homeowner cannot by reasonable diligence discover the code violation and defect alleged herein until a pipe actually bursts.

**DEFENDANT'S KNOWING MATERIAL OMISSIONS OF FACT
AND MISLEADING AFFIRMATIVE STATEMENTS OF FACT**

37. Defendant is well aware of the nature of the design defect, construction error and building code violation described herein.

38. Defendant was the designer of the homes in question and has known since prior to the construction and sale of these homes that Defendant's design of the plumbing system of the "Fairmont" model homes failed to comply with the building code in force in Winslow Township.

39. Specifically, Defendant was aware of the following facts prior to the time Defendant sold these homes to Plaintiffs and the class:

- a. that the 175 "Fairmont" model homes which Defendant designed and built in Wilton's Corner were located in Winslow Township, New Jersey, in an area that regularly experiences below freezing temperatures in winter;
- b. that the applicable plumbing code in force in Winslow Township when these homes were designed and built---Section 2.16 of the 2000 National Standard Plumbing Code--- required water pipes placed inside exterior walls to be insulated to protect them from freezing;
- c. that Defendant had designed and built the 175 "Fairmont" model homes in Wilton's Corner in such a way that the water pipes feeding the bathroom tub and sink were placed inside exterior walls of the bathroom, without any insulation for such pipes.

40. Defendant also received actual notice of this construction defect, design defect and code violation, *inter alia*, from several homeowners whose pipes burst in their "Fairmont" model homes in Wilton's Corner.

41. In response to those reports, Defendant's agents examined the source of the leak and

thus Defendant has been given actual notice of the fact that the pipes inside the exterior wall of these bathrooms had no insulation or other protection, as required by the applicable building code.

42. Despite being aware of the code violation and design defect at the time Defendant designed, built and sold these homes to Plaintiffs and the class, Defendant never advised either Plaintiffs or any other class member of the existence of this code violation and design defect, either before, during or after the time Defendant sold them these homes.

43. Thus, Defendant committed knowing omissions of material fact in the sale of these homes to Plaintiffs and the class.

44. Nor has Defendant taken steps to inspect or repair all such homes, each of which suffers from the same common defect and code violation.

45. Rather, Defendant has only agreed to make repairs in a very few cases where the homeowner complained repeatedly, after a frozen pipe has burst.

46. Waiting to make repairs until a pipe actually bursts, however, is wasteful and poses a threat of collateral damage to the property of the class.

47. Regardless of whether a Fairmont model home has yet experienced a burst pipe, each such home still suffers from a latent design defect, construction defect and code violation and each owner of such a home has been provided with something less than what they were legally entitled to under the law: a home free of latent defects which complies with the applicable building code.

48. Most of these homeowners have no idea there is a ticking time bomb inside their walls.

49. Early warning to the class by Defendant could avoid substantial additional damage to the property of the class.

50. Yet Defendant has sat idly “on its hands,” ignoring the severe problems class members face within their homes.

51. This lawsuit aims at, inter alia, requiring Defendant to notify each class member of this latent defect and code violation, as well as requiring the party which caused this defect--- Defendant--- to undertake a program of inspection and repair to eliminate the defect in all such homes and bring all these homes up to code.

52. Defendant also made false and/or misleading, written, uniform affirmative statements of fact in the sale of these homes to Plaintiffs and the class.

53. As part of the sales transaction of a “Fairmont” model home, Defendant NVR distributed a form document entitled the “Ryan Homes Homeowner’s Manual” to home purchasers such as Plaintiffs and the class.

54. The “Ryan Homes Homeowner’s Manual” was also available on Defendant NVR’s website.

55. The “Ryan Homes Homeowner’s Manual” was a form document, created for mass distribution to prospective home purchasers by Defendant NVR, containing uniform written statements which were identical or substantially similar in each such document.

56. The “Ryan Homes Homeowner’s Manual” contained several affirmative statements of fact regarding the homes in question which were either false and/or misleading.

57. These included a statement under the heading entitled “**To Our Customers,**” which made various statements designed to convey the impression to the average consumer that the

homes which Defendant NVR offered for sale were of high quality and the product of skilled workmanship, including the following:

“We are pleased you have taken the time to examine our homes, built with quality products and skilled workmanship....the product we deliver is such that you will find it all that you hoped it would be.”
(emphasis added)

58. In addition to such general statements about the high quality and skilled workmanship of Defendant NVR’s homes, the “Ryan Homes Homeowner’s Manual” form document also made more specific statements of fact that the home being sold by Defendant NVR complied with the local building code in force where the home was built, including the applicable plumbing code.

59. For example, the “Ryan Homes Homeowner’s Manual” form document stated:

“All water lines have been installed in your home in accordance with applicable building and plumbing codes.”

60. The “Ryan Homes Homeowner’s Manual” form document also stated:

“Your home will be built according to the codes listed above or the local in force in your particular region during the time of construction.”

61. The affirmative statements of fact quoted above were false and/or misleading when made.

62. As outlined previously in this complaint, the “Fairmont” model homes which Defendant designed, built and sold to Plaintiffs and the class in the Wilton’s Corner development did not comply with the applicable building code.

63. As such, Defendant made false and/or misleading affirmative statements of fact in the sale of the “Fairmont” model homes to Plaintiff and the class.

THE INJUNCTIVE AND DECLARATORY RELIEF SOUGHT

64. The class is in need of a court-approved form of notice to advise them of the latent defect and code violation so that, at the very least, such homeowners can take steps to avoid the damage which will occur if the unprotected pipes in their exterior bathroom wall freeze and/or burst.

65. As things stand now, the first warning such homeowners receive is when a frozen pipe actually bursts, which is too late to avoid consequential damage.

66. The class is also in need of a program to repair, eliminate or mitigate the defects in their homes and to bring them into compliance with the applicable building code.

67. The class members should not be required to bear the burden of making such repairs when Defendant's conduct is solely responsible for the defective condition that makes such repairs necessary.

68. Moreover, requiring and relying on individual homeowners to make such repairs would be less efficient and more costly than a standardized program to institute such repairs on a class-wide basis, under court supervision.

69. Accordingly, the class seeks an order directing that a repair program be established, to be administered by the court under its equitable powers, with the Defendant being ordered to pay the costs associated with such a program, for as long as the court deems necessary.

COUNT I

[Count I of the original complaint has been dismissed as a separate count by agreement of Plaintiffs and Order of the Court and the injunctive relief sought therein is now incorporated in the Prayer for Relief]

COUNT II

Implied Warranty of Habitability

70. Plaintiffs incorporate all preceding paragraphs as though fully set forth at length herein.

71. Defendant was the mass builder/contractor, designer and the original seller of the homes owned by the class.

72. Defendant was bound by an implied warranty to deliver these homes in a habitable condition, free of latent defects in all facilities vital to the use of the premises for residential purposes.

73. By the acts and conditions described herein, Defendant failed to deliver these homes in a habitable condition.

74. The latent design and construction defects described herein existed when these homes were built and sold by Defendant and interfere with facilities vital to the use of these premises for residential purposes.

75. The design and construction defects were concealed and were not discoverable by class members through the exercise of ordinary diligence.

76. Repair, elimination and/or mitigation of the latent and construction design defects is possible and is not economically wasteful.

77. As such, Defendant is liable for repair, costs of repair, diminution in property value and other damages available for breach of the implied warranty of habitability.

COUNT III

Implied Covenant of Construction in a Good Workmanlike Manner

78. Plaintiffs incorporate all preceding paragraphs as though fully set forth at length herein.

79. Defendant, as mass builder/contractor of the homes owned by the class, was obligated by an implied covenant to perform the construction of these homes in a reasonably good, workmanlike and non-negligent manner.

80. Under the facts alleged herein, Defendant has breached that covenant and duty.

81. As such, Defendant is liable for all damages flowing from that breach and duty.

COUNT IV

Negligence

[Previously Dismissed]

COUNT V

Strict Liability

[Previously Dismissed]

COUNT VI

Consumer Fraud Act N.J.S.A. 56:8-1 et seq

82. Plaintiffs incorporate all preceding paragraphs as though fully set forth at length herein.

83. Defendant has engaged in unconscionable business practices relating to the sale of the homes owned by Plaintiffs and the class and in Defendant's subsequent performance of its duties under contracts related to the sale of these homes.

84. The existence of the defects and code violations alleged herein were facts material to the sale of the homes purchased by Plaintiffs and the class.

85. Defendant failed to disclose the existence of the design defect and code violation

alleged herein at the time Defendant sold these homes to Plaintiffs and the class.

86. As outlined previously, Defendant was aware of the defect and code violation at the time these homes were originally designed, built and sold by Defendants to Plaintiffs and the class.

87. Despite this, Defendant did not reveal the existence of the design defect and code violation to Plaintiffs and the class, either before, during or after Defendant sold these homes to Plaintiffs and the class.

88. Indeed, after the sale of these homes, Defendant continued to conceal and omit information about the defect and code violation during the subsequent performance of Defendant's duties relating to the contract of sale for these homes.

89. Thus, Defendant made knowing omissions of material fact in the sale of these homes.

90. In addition, Defendant made false and/or misleading affirmative statements of fact relating to the sale of these homes.

91. These include the uniform, written, false and/or misleading statements of fact in Defendants' "Ryan Homes Home Owner's Manual" form document which are quoted in full in Paragraphs 51 to 62 of this amended complaint.

92. Plaintiffs and the class have each suffered an ascertainable loss of money and property as a result of the unconscionable business practices described herein, each being deprived of the benefit of their bargain in that each received a home which failed to comply with the applicable building code.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs ask this court to:

- a. Certify this matter as a class action pursuant to R 4:32;

b. Enter an order directing Defendant to distribute a court-approved form of notice to the class which accurately advises them of the nature of the defect and adequately advises them of the manner in which the defect may be eliminated or mitigated;

c. Enter an order for injunctive relief against Defendant, establishing, under the court's equitable powers and at Defendant's expense, a court-administered program for:

- i. the inspection of the homes owned by the class;
- ii. repair of the homes owned by the class to eliminate the defect and code violation; and
- iii. the repair and replacement of any portions of the homes which have sustained water damage.

d. Enter judgment in favor of each class member for damages suffered as a result of the conduct alleged herein, to include interest and pre-judgment interest;

e. Award plaintiffs reasonable attorneys' fees and costs;

f. Grant such other and further legal and equitable relief as the court deems just and equitable.

DeNITTIS OSEFCHEN, P.C.

BY:


Joseph A. Osefchen

Dated: 12/2/13

CERTIFICATION PURSUANT TO N.J.S.A. 56:8-1 et seq.

The undersigned hereby certify that a copy of this complaint has been forwarded to the Attorney General of the State of New Jersey.

DESIGNATION OF TRIAL COUNSEL

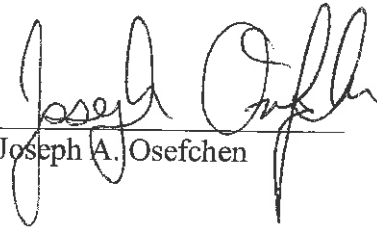
Pursuant to R. 4:25-4, Stephen DeNittis is designated as trial counsel.

CERTIFICATION PURSUANT TO R. 4:5-1

I hereby certify, pursuant to R. 4:5-1, that to the best of my knowledge, information and belief at this time the matter in controversy is not the subject of any other action pending in any Court, nor of any pending arbitration proceeding, that no other action or arbitration is contemplated, and further that there are no other parties who should be joined in this action.

DeNITTIS OSEFCHEN, P.C.

BY:


Joseph A. Osefchen

Dated:

12/2/13

Exhibit A

Law Offices of
DeNITTIS OSEFCHEN, P.C.
5 Greentree Centre
525 Route 73 North, Suite 410
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Attorneys for Plaintiffs

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on behalf of herself and all others similarly
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NVR, INC. d/b/a RYAN HOMES,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

DOCKET NUMBER: CAM-L-2929-13

CLASS ACTION COMPLAINT

AFFIDAVIT OF ROBERT M. LONG

Robert M. Long, being duly sworn, avers and states as follows:

1. My name is Robert M. Long. I reside in a "Fairmont" model home located in the Wilton's Corner development at 77 Colt's Neck Drive, Sicklerville, New Jersey.
2. I have personal knowledge of the following facts.
3. I purchased my home from NVR in June of 2004.
4. At no time did NVR ever advise me that the home I purchased failed to comply with the building code.
5. I was never advised by NVR that the water pipes inside the front exterior wall of my bathroom were not insulated.
6. I was never advised by NVR that the building code in force in Winslow Township required such pipes to be insulated.
7. I did not know until January 27, 2013 that the water pipes inside the front exterior wall of my bathroom were not insulated or that the building code in force in Winslow Township required such pipes to be insulated.

8. The pipes in question were located inside the front exterior wall of my home, covered by drywall. Until January 27, 2013, I never had any reason to remove the drywall on that front exterior wall or to tear a hole in the front exterior wall to look at the pipes in my bathroom.

9. Until January 27, 2013, I had no notice from any source that the home I purchased from NVR failed to comply with the building code or that the water pipes inside the front exterior wall of my bathroom were not insulated.

10. Nor did I have knowledge of any facts until January 27, 2013 which would have led me to suspect anything was wrong with the pipes in my front exterior wall.

11. I have read the paragraph in Defendant NVR's brief which asserts:

“plaintiffs experienced a pipe burst in December 2004 inside the exact wall at issue due to their failure to winterize their outdoor hose valve and pipe.”

12. The 2004 incident referenced by Defendant NVR involved a leaking outdoor faucet which was repaired by NVR.

13. I never hired my own plumber to repair that outdoor faucet in 2004. I simply informed NVR that it was leaking and they fixed it somehow.

14. I do not know exactly what NVR did to repair my outdoor faucet. I was not at home when NVR conducted these repairs. Thus, I do not know whether or not NVR opened up the drywall in my bathroom to repair the outdoor faucet.

15. I do know that, whatever NVR did to repair the outdoor faucet in 2004, no one from NVR – or anyone else – ever told me that the pipes inside my bathroom wall were not insulated.

16. Nor did NVR or anyone in 2004 ever say anything to me that would have led me to suspect that the pipes inside my bathroom wall were not insulated.

17. Thus, the 2004 incident did not provide me of any notice of the code violation/latent defect inside my exterior bathroom wall which is described in my complaint.

18. All I knew from the 2004 incident is that there was a leak in an outdoor faucet and that NVR fixed it somehow and never warned me of any other potential problem.

19. Also, I fail to see what the leaking outdoor faucet in 2004 has to do with my lawsuit.

20. The code violation alleged in my complaint has nothing to do with any outdoor faucet. The code violation described in my complaint is that the pipes inside my bathroom wall which feed my bathroom sink and bathtub are not insulated.

21. The very first time I had any reason to suspect anything was wrong with the pipes located inside my front exterior bathroom wall was on January 27, 2013.

22. Specifically, on January 27, 2013, I came home to find a water leak in my bathroom.

23. I then contacted a plumber to conduct repairs.

24. Shortly thereafter, the plumber informed me that a pipe had burst inside the front exterior wall in the bathroom.

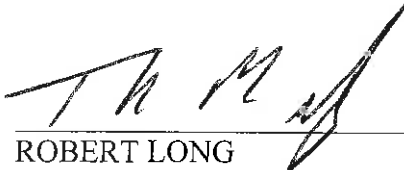
25. After he removed the drywall to access the pipes in the front exterior bathroom wall, the plumber advised me that the water pipes inside my front exterior bathroom wall were not insulated. He told me that pipes in such an exterior wall should be insulated and that the building code required such pipes to be insulated.

26. That is the first time I had any clue that the water pipes inside my front exterior wall were not insulated or that the failure to have such pipes insulated was a code violation.

27. At the time the leak occurred in my bathroom in January 27, 2013, I had never heard of any other Wilton's Corner homeowner having a water leak or burst pipe.

28. I filed this lawsuit on July 18, 2013, less than seven months after the plumber first told me that the water pipes inside my front exterior bathroom wall were not insulated.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


ROBERT LONG

Sworn and subscribed before
me on this 14th day
of October, 2013

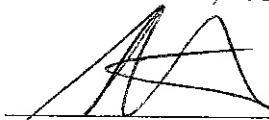

Stephen P. DeNitti
Attorney at Law
State of New Jersey

Exhibit B

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Attorneys for Plaintiffs

ROBERT M. LONG and THEA R. LONG,
on behalf of herself and all others similarly
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v.

NVR, INC. d/b/a RYAN HOMES,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

DOCKET NUMBER: CAM-L-2929-13

CLASS ACTION COMPLAINT

AFFIDAVIT OF THEA LONG

Thea Long, being duly sworn, avers and states as follows:

1. My name is Thea Long. I reside in a "Fairmont" model home located in the Wilton's Corner development at 77 Colt's Neck Drive, Sicklerville, New Jersey.
2. I have personal knowledge of the following facts.
3. I purchased my home from NVR in June of 2004.
4. At no time did NVR ever advise me that the home I purchased failed to comply with the building code.
5. I was never advised by NVR that the water pipes inside the front exterior wall of my bathroom were not insulated.
6. I was never advised by NVR that the building code in force in Winslow Township required such pipes to be insulated.
7. I did not know until January 27, 2013 that the water pipes inside the front exterior wall of my bathroom were not insulated or that the building code in force in Winslow Township required such pipes to be insulated.

8. The pipes in question were located inside the front exterior wall of my home, covered by drywall. Until January 27, 2013, I never had any reason to remove the drywall on that front exterior wall or to tear a hole in the front exterior wall to look at the pipes in my bathroom.

9. Until January 27, 2013, I had no notice from any source that the home I purchased from NVR failed to comply with the building code or that the water pipes inside the front exterior wall of my bathroom were not insulated.

10. Nor did I have knowledge of any facts until January 27, 2013 which would have led me to suspect anything was wrong with the pipes in my front exterior wall.

11. I have read the paragraph in Defendant NVR's brief which asserts:

“plaintiffs experienced a pipe burst in December 2004 inside the exact wall at issue due to their failure to winterize their outdoor hose valve and pipe.”

12. The 2004 incident referenced by Defendant NVR involved a leaking outdoor faucet which was repaired by NVR.

13. My husband and I never hired our own plumber to repair that outdoor faucet in 2004. We simply informed NVR that it was leaking and they fixed it somehow.

14. I do not know exactly what NVR did to repair my outdoor faucet. I was not at home when NVR conducted these repairs. Thus, I do not know whether or not NVR opened up the drywall in my bathroom to repair the outdoor faucet.

15. I do know that, whatever NVR did to repair the outdoor faucet in 2004, no one from NVR – or anyone else – ever told me that the pipes inside my bathroom wall were not insulated.

16. Nor did NVR or anyone in 2004 ever say anything to me that would have led me to suspect that the pipes inside my bathroom wall were not insulated.

17. Thus, the 2004 incident did not provide me of any notice of the code violation/latent defect inside my exterior bathroom wall which is described in my complaint.

18. All I knew from the 2004 incident is that there was a leak in an outdoor faucet and that NVR fixed it somehow and never warned me of any other potential problem.

19. Also, I fail to see what the leaking outdoor faucet in 2004 has to do with my lawsuit.

20. The code violation alleged in my complaint has nothing to do with any outdoor faucet. The code violation described in my complaint is that the pipes inside my bathroom wall which feed my bathroom sink and bathtub are not insulated.

21. The very first time I had any reason to suspect anything was wrong with the pipes located inside my front exterior bathroom wall was on January 27, 2013.

22. Specifically, on January 27, 2013, there was a water leak in my bathroom.

23. My husband then contacted a plumber to conduct repairs.

24. Shortly thereafter, the plumber informed my husband that a pipe had burst inside the front exterior wall in the bathroom.

25. After he removed the drywall to access the pipes in the front exterior bathroom wall, the plumber advised my husband that the water pipes inside our front exterior bathroom wall were not insulated. He told my husband that pipes in such an exterior wall should be insulated and that the building code required such pipes to be insulated.

26. That is the first time I had any clue that the water pipes inside my front exterior wall were not insulated or that the failure to have such pipes insulated was a code violation.

27. At the time the leak occurred in my bathroom in January 27, 2013, I had never heard of any other Wilton's Corner homeowner having a water leak or burst pipe.

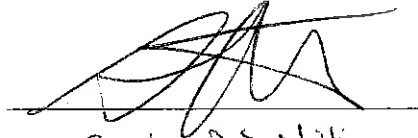
28. I filed this lawsuit on July 18, 2013, less than seven months after the plumber first told me that the water pipes inside my front exterior bathroom wall were not insulated.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



THEA LONG

Sworn and subscribed before
me on this 14th day
of October, 2013



Stephen P. DeN-Hi
Attorney at Law
State of New Jersey