

CAP 2013-2

CHINESE DRYWALL SETTLEMENT PROGRAM CLAIMS ADMINISTRATION PROCEDURE			
CAP No.	2013-2	Effective Date	September 10, 2013
SUBJECT	Clarification of Proof Requirements and Use of Affidavit to Prove Indicia		

1. Purpose of this Procedure. This Procedure clarifies certain proof requirements for all claimants and allows for the use of an Affidavit where documentary evidence is unavailable.

2. Definitions and Section References. Any capitalized terms used in this Procedure and not expressly defined in this Procedure shall have the meanings given to them in the applicable settlement agreements. References to Sections are to sections of this Procedure, unless otherwise stated. An “Approved Inspector” is an Inspector identified in Exhibit C-2 of the Knauf Settlement Agreement. The following shall also be deemed an “Approved Inspector” for all settlement agreements except for the Knauf Settlement Agreement:

- a. ENVIRON International Corporation;
- b. AirQuest Environmental, Inc.;
- c. DriRite of Hillsborough County;
- d. Healthy Home Solutions;
- e. Driskill Environmental Consultants LLC;
- f. Kross Inspectors;
- g. Tangent Construction Services, LLC;
- h. American Management Resources Corporation; and
- i. Exponent, Inc.

3. Proof of Indicia and other Facts. Claimants may submit the following proof of indicia to the Settlement Administrator, who will review it as follows:

(a) Affected Properties Inspected by an Approved Inspector. An inspection report performed by an Approved Inspector will be deemed conclusive evidence of the manufacturer and amount of Chinese Drywall in an Affected Property. A claimant shall submit Approved Inspector’s Reports in the claimant’s possession, unless the claimant determines from the review of the Settlement Administrator’s online system that the Settlement Administrator already possesses copies of Approved Inspector’s reports. For purposes of recovery under the Knauf Settlement Agreement, the Approved Inspectors are Benchmark Remediation Group LLC and Morse Zehnter Associates. See Exhibit C-2 to the Knauf Class Settlement Agreement.

(b) Affected Properties Remediated by a Repairing Builder. For all claims submitted under any settlement agreement other than the Knauf Settlement Agreement, an agreement executed by a homeowner and a home builder that outlines the scope of repairs to be performed by the home builder and acknowledges the presence of Chinese Drywall in the

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Affected Property shall be considered conclusive evidence that the property contains or contained Chinese Drywall and is an Affected Property.

(c) *Affected Properties not Inspected by an Approved Inspector.* If an Affected Property has not been inspected by an Approved Inspector, claimant shall submit the best evidence of indicia of Chinese Drywall available. This may include photographs, videos, inspection report(s) from an entity not identified as an Approved Inspector, proof from a builder that the Affected Property contains or, if remediated, contained Chinese Drywall, or any other document that the Settlement Administrator, in its sole discretion, deems satisfactory to demonstrate the presence of Chinese Drywall. However, nothing herein shall supersede the proof requirements of the Knauf Class Settlement Agreement, including but not limited to the proof requirements for Already Remediated Homes.

(d) *Affidavits as Evidence:* If the indicia identified above are not available, the Settlement Administrator may accept an Affidavit from a claimant in support of a claim or claims. The Affidavit must identify all known facts about the Chinese Drywall in the Affected Property, including:

- (1) the Manufacturer of the Chinese Drywall;
- (2) the Builder of the Affected Property;
- (3) the Installer of the Chinese Drywall;
- (4) the Supplier of the Chinese Drywall;
- (5) the Under Air Square Footage of the Property.

In addition, the affidavit must include a certification that the claimant made a good faith effort to obtain the information in Sections 3(a) or 3(c), but was unable to do so. The Settlement Administrator may consider the content of this Affidavit, but the submission of an Affidavit alone will not automatically be deemed to be conclusive of the facts contained in the Affidavit, and the Settlement Administrator may require additional information. The Settlement Administrator may review documentation from other parties to assist in providing answers to the above questions. The Settlement Administrator has developed a form Affected Property Information Affidavit that claimants may complete and submit in support of a claim, which is attached to this CAP. Claimants are not required to use this form Affidavit, so long as the Affidavit submitted contains all of the required information. However, nothing herein shall supersede the proof requirements of the Knauf Class Settlement Agreement, including but not limited to the proof requirements in section 4.3.7 and Exhibit A to the Knauf Class Settlement Agreement.

4. *Under Air Square Footage Definition.* Under Air Square Footage means the enclosed portion of an Affected Property that is suitable for year round use and contains walls, floors, and ceilings that are similar to the rest of the house. For purposes of defining Under Air Square Footage in the Chinese Drywall Settlement Program, Exhibit F-1-8 of the Knauf Settlement Agreement shall control. When the size of the property is necessary to determine compensation in the Chinese Drywall Settlement Program, Under Air Square Footage is the measurement that will be considered by the Settlement Administrator.

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If the builder of the Affected Property supplies information regarding the measurement of the Under Air Square Footage in the Affected Property, the Settlement Administrator will consider that measurement to be presumptively correct. However, a claimant may challenge the builder's measured Under Air Square Footage if the claimant disagrees with the measurement. If the builder does not provide a measurement, a claimant may prove the Under Air Square Footage of an Affected Property by supplying a floor plan or other document showing the Under Air Square Footage of the Affected Property. If no such document is available, the claimant may submit the Affected Property Information Affidavit in which the claimant provides the Under Air Square Footage and describes the bases for that conclusion.

5. *Builder, Supplier, Installer Information.* If a Builder, Installer, or Supplier provides information to the Settlement Administrator regarding the identity of the Builder, Supplier, or Installer of an Affected Property, the Settlement Administrator will consider that information to be presumptively correct. A claimant may challenge the information if the claimant disagrees with the information.

6. *Evaluation of Evidence by the Settlement Administrator.* If the Settlement Administrator cannot determine any fact relevant to the determination of a claim, based on the evidence submitted, the Settlement Administrator shall convene a panel comprised of the Settlement Agreement Liaisons or their designees. The Settlement Agreement Liaisons or their designees and the Settlement Administrator shall review the evidence associated with the claim to determine whether it is sufficient to prove the fact in question. If the Settlement Agreement Liaisons or their designees and the Settlement Administrator determine that the evidence is not sufficient to prove a fact in question, the Settlement Administrator shall notify the claimant and allow the claimant to submit additional evidence within a reasonable time period. If the Claimant fails to submit additional evidence, the Settlement Administrator will deny the claim and the claimant may then appeal this decision to the Special Master.

Nothing in this CAP prohibits the Settlement Administrator from determining that the submitted evidence is not reliable or that it does not sufficiently establish the presence or percentage of Chinese Drywall in the Affected Property.

7. *Timeliness of Evaluation of Evidence by the Settlement Administrator.* Within 90 days of the claim filing deadline the Settlement Administrator shall notify claimant (through registered counsel) either (i) that the claims package constitutes a complete claims package in accordance with the relevant settlement agreement, or (ii) that the claims package is incomplete in any respect. The Settlement Administrator shall have 45 days from the date of the receipt of evidence to cure an incompleteness to issue a determination that the claim is complete or is still incomplete. This deadline shall not apply to claims referred to the parties for review of documentation pursuant to Paragraph 6 of this CAP. The Settlement Administrator may extend this deadline by 30 days if more than 50% of all claims are submitted within 10 business days of the claims deadline.

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APPROVED:

By: /s/ Leonard Davis
Plaintiffs' Steering Committee
Settlement Agreement Liaison

Date: September 10, 2013

By: /s/ Kerry Miller
Knauf Defendants
Settlement Agreement Liaison

Date: September 10, 2013

By: /s/ Hilarie Bass
Builder Class
Settlement Agreement Liaison

Date: September 10, 2013

By: /s/ Lynn Greer
Settlement Administrator

Date: September 10, 2013

**CHINESE DRYWALL SETTLEMENT PROGRAM
AFFECTED PROPERTY INFORMATION AFFIDAVIT**

Pursuant to CDW Court Approved Procedure 2013-2, a claimant who does not have documentary evidence as to the identity of the manufacturer, builder, supplier, or installer of Chinese Drywall in an Affected Property may submit an Affidavit identifying certain information about an Affected Property. The Settlement Administrator may consider this Affidavit in making a determination of eligibility, but the submission of this Affidavit does not constitute conclusive proof of the facts stated herein. This Affidavit will not be considered unless it is personally signed by the claimant. If you intend to use this Affidavit to provide information about multiple properties, attach a list of properties as a separate sheet and upload it directly to the Chinese Drywall Settlement Portal. You may also attach additional sheets if you wish to provide additional information about your Affected Property.

For purposes of this Affidavit, Under Air Square Footage means the enclosed portion of an Affected Property that is suitable for year round use and contains walls, floors, and ceilings that are similar to the rest of the house. Under Air Square Footage in an Affected Property shall be determined in accordance with Exhibit F-1-8 to the Knauf Settlement Agreement

To submit this Affidavit, upload it directly to the Chinese Drywall Settlement Portal at <https://www3.browngreer.com/drywall>. If you intend to use this Affidavit to provide information about multiple properties, attach a list of properties as a separate sheet and upload it directly to the Chinese Drywall Settlement Portal for each Affected Property to which the Affidavit applies. You may also attach additional sheets if you wish to provide additional information about your Affected Property. If you cannot upload this Affidavit to the Chinese Drywall Settlement Portal, email it to CDWQuestions@browngreer.com, or send by U.S. Mail to:

**Chinese Drywall Settlement Administrator
P.O. Box 25401
Richmond, Virginia 23260**

A. SUPPLY CHAIN INFORMATION

1. Claimant Name:	Last Name/Business Name		First	M.I.																				
	Street																							
2. Affected Property Address:	City		State	Zip																				
	County/Parish																							
3. Affected Property Identification Number (if you know it):																								
4. SSN or TIN (if you do not know the Affected Property Identification Number):	<table border="1" style="width:100%; height:20px;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																							
5. Drywall Manufacturer:	<input type="checkbox"/> Knauf Plasterboard Tianjin Co., Ltd. <input type="checkbox"/> Mixed (Knauf Plasterboard Tianjin Co., Ltd. and other) <input type="checkbox"/> Non- Knauf Plasterboard Tianjin Co., Ltd. <input type="checkbox"/> Unknown																							

**CHINESE DRYWALL SETTLEMENT PROGRAM
AFFECTED PROPERTY INFORMATION AFFIDAVIT**

<p>6. Builder, Supplier and Installer Information:</p>	<p>Provide the identity of your Builder, Supplier and/or Installer and the basis of this information:</p> <p>Builder: _____ <input type="checkbox"/> I do not know the identity of the Builder.</p> <p>Supplier: _____ <input type="checkbox"/> I do not know the identity of the Supplier.</p> <p>Installer: _____ <input type="checkbox"/> I do not know the identity of the Installer.</p> <p>Basis of Builder/Supplier/Installer information (attach additional sheets as necessary):</p>
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CHINESE DRYWALL SETTLEMENT PROGRAM AFFECTED PROPERTY INFORMATION AFFIDAVIT	
7. Under Air Square Footage:	Please provide the Under Air Square Footage of the Affected Property and the basis of your computation: Under Air Square Footage: _____ Basis of Computation:

B. SIGNATURE AND CERTIFICATION

I certify and declare under penalty of perjury pursuant to 28 U.S.C. Section 1746 that the information provided in this Affidavit is true and accurate to the best of my knowledge, and that supporting documents attached to or submitted in connection with my claim and the information contained therein are true, accurate, and complete to the best of my knowledge, and I understand that false statements or claims made in connection with this Affidavit and my claim may result in fines, imprisonment, and/or any other remedy available by law to the Federal Government, and that suspicious claims will be forwarded to federal, state, and local law enforcement agencies for possible investigation and prosecution.

I certify that I have made a good faith effort to obtain documentary evidence of the facts contained in this Affidavit, and that if I obtain documentary evidence after I submit this Affidavit I will provide this evidence to the Settlement Administrator as soon as practicable, but no later than any other relevant deadlines set by the Settlement Administrator.

Claimant's Signature:		Date:	____/____/____ (Month/Day/Year)
Title (if Claimant is a business):			
Printed Name:	First	Last	M.I.