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## EXHIBIT 1

### Consulting Experts – Objectivity



The credibility of an expert's testimony is based mainly on their ability to have an objective opinion. An appraisal of any dispute is based on a precise analysis of a problem. Once an issue is understood, the defect or problem must be resolved, mitigated amicably, regardless of which party you represent.

I often face an opposing party submitting an "expert report" that is nothing more than a bid, a quote, an estimate provided by a contractor or supplier. This document is submitted later as evidence representing or supporting a defect of deficiency claim, a supporting crutch to validate a problem with labor or materials related to proper construction methods.

Contractors are more than happy to provide an estimate for construction services. However, the contractor's estimation later appears as supporting evidence, claiming this is "further proof" of a defect or evidence supporting their claims of problems in a dispute. In my experience, when a contractor, subcontractor, or business tradesperson provides a bid for work, it will be provided as requested and delivered promptly to provide that service possibly. However, little thought is given by the vendor preparing the estimate as to why they are submitting the quote,

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other than they may get the job – perform the work – write an invoice – sign-up a new customer. A qualified contractor's proposal in this capacity to perform work is not objective at all. Indeed, what could be more subjective?

Suppose I asked a remodeling contractor or kitchen cabinet company to bid for a new kitchen for my home. Indeed, that company/business person is more than happy to accommodate my request. However, my kitchen may only be a few years old and in excellent working order, which is of little interest to the representative providing a bid. Yet, if I want to replace my kitchen, regardless of what reasons I may have, I will receive a proposal for the new remodeling work and kitchen cabinets, etc. This scenario is merely an example, of course; however, the estimate, this type of document is claimed as evidence of fault with the kitchen and could then be deemed an expert report or evidence supporting a claim; submitted as proof of a defect in dispute.

Suppose a contractor submits a quote to remove and replace the exterior cladding stucco on a residence. The stucco contractor is glad to provide a homeowner or a general contractor assisting a party involved in a dispute with a detailed quote to remove and replace the exterior stucco. The party later presented this estimate to prove that the stucco is defective; the amount listed in the quote is *"how much it will cost to repair their claimed damages."* The quote provided by the contractor is just that, an estimate for their services as requested. When the parties use the quote as an expert's evaluation of a possible building defect or to substantiate a problem, it becomes supporting evidence, a misrepresentation of facts. The stucco contractor is unaware of issues and problems with the stucco finishes. The stucco contractor sells a construction service, an exterior cladding product, providing an estimate per a typical request. The stucco contractor, typically a professional contractor, was not asked to render an expert opinion about the existence of problems or the integrity of the stucco work they are supplying a bid to replace.

How objective can the contractor be, a business providing a quote for their construction service? The fact is that the vendor isn't aware that their estimate is entered into evidence to substantiate a defect claim. This estimate from a reputable contractor for replacing the stucco reinforces a false claim, a false narrative, if you will, to instill credibility in their dispute about the integrity of the original stucco work.

Examples, yes, but you can imagine this ploy is used in nearly all building products to give credence to a claim and substantiate the damages or loss by one of the parties in a dispute. Unfortunately, I believe some parties involved in lawsuits are not interested in an expert's objective opinions. Instead, they appear to be

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blinded by their misleading claims, proving a document under false pretenses as proof for the claims, and thus, the need for the new work.

When assisting counsel on a complaint representing a homeowner, I always use the same standards discussed in this article. If the party I represent disagrees with my standards, my professional protocol, then we can part ways early in the development of the case. Stretching the evidence or agreeing to false claims to fit your party's complaints is unprofessional conduct. According to the Utah Department of Occupational and Professional Licencing (DOPL), a licensee can lose their livelihoods, lose their license for unprofessional conduct. Maybe our industry should adopt these same principles as DOPL. If you're a "liar-for-hire," you are likely guilty of at least unprofessional conduct.

Building envelope issues, water-intrusion defects, comprise a large portion of the building deficiencies we deal with regularly. These common destructive building defects affect homes, multi-family buildings, and commercial properties in the same way. For example, if moisture or water intrusion is diagnosed as a problem causing damage and confirmed through proper testing, making the necessary corrections to repair and replace the materials should be a consensus, a collaborative decision from the evidence reached by both parties.

We often see isolated damage identified or documented by testing in an area; later, the isolated defect is extrapolated to include all openings, windows and door installations around a building. For example, a building defect, an isolated leak around an opening in the weather-resistant-barrier, (W.R.B.), which has caused damage, is supposed to include all the building's window and door openings without further evidence or documentation. However, as discussed above, the claim amount is based on a contractors' estimates to remove and replace all portions of the building's finishes, including many varieties of cladding, stucco, or siding materials. The contractor was asked to provide the estimate based on the criteria from their client, not to diagnose a problem or evaluate a construction defect to fix.

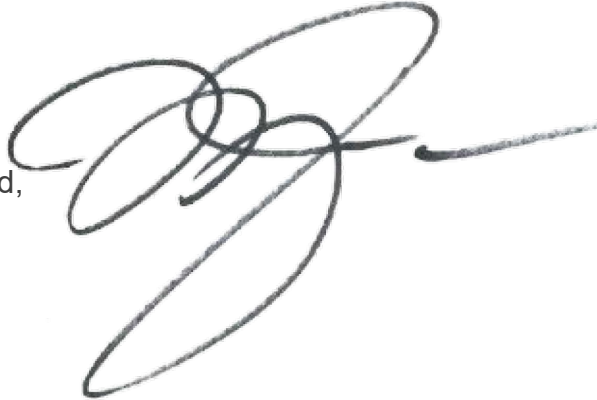
We all want what's right when things are not. Corrections, proper repairs and industry specification resolutions must be made to correct actual building defects and deficiencies. An adequate repair must be made to protect the integrity of the building, no question. However, a party who wants an unwarranted wholesale replacement deceives others for financial gain is taking advantage of the system. I'm afraid that's not right and expensive for all of us. Honesty is the best policy.

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An honest appraisal of the problems with an equitable resolution is essential to correct a defect. Professional diagnosis and necessary remedial services are the answer, not "an estimate from a contractor."

Respectfully submitted,



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