

**Final Notice to the Court of Exclusion and Prevention of Discharge of Certain Liability From Federal Bankruptcy Proceedings (the “Robinson Letter”).**

By the Robinson Letter, William and Cheryl Robinson (the “Robinsons”) purport to give to the Bankruptcy Court final notice that (i) the Robinsons’ claim against the Debtors in the amount of \$1,054,500.00 is excluded from the Debtors’ chapter 11 proceedings under Texas state law, and (ii) the Bankruptcy Court is barred from discharging the Robinsons’ claim until the claim is litigated or settled in Texas.

The Robinsons allege to have purchased a home in Sugarland, Texas (the “Home”) from Newmark Homes, L.P. (“Newmark”). In their papers, the Robinsons assert that Newmark (i) improperly installed the flooring system, (ii) improperly denied responsibility under the Robinsons’ homeowner warranty for alleged construction defects, and (iii) failed to provide the Robinsons with a copy of an engineering evaluation it conducted on the Home after informing the Robinsons that a copy would be provided to them.

The Robinsons allege a claim against Newmark of \$1,054,500.00. The claim amount is based on a 2005 appraisal that valued the Home at \$351,000, multiplied by three, based on Newmark’s alleged bad faith, negligence, willful negligence and discriminatory repair practices.

***A hearing on the Robinson Letter has been scheduled for February 24, 2010 with a corresponding objection deadline of February 19, 2010.***

**UPDATE:** The hearing on the Robinson Letter has been adjourned to March 18, 2010.