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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Mark Hayes, Circuit Court Judge

Case No. 2017-CP-46204476

EQUINOX, LLC,

Plaintiff,

v.

BRANDON EPPS & COURTNEY
EPPS

Appellants,

BRANDON EPPS AND
COURTNEY EPPS, as Next of
Friends of ALEXIS MARION
HUCKS, ADRIANNE BELLE
HUCKS, WELLS SKIPPER
HUCKS, SAWYER LANE EPPS,
COOPER WADE EPPS, and LILI
MADELYN EPPS,

Appellants

v.

RICHARD B. DRESKIN

Respondent

RECORD ON APPEAL
Volume II

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INDEX

Volume I

Index	1
Order, filed January 14, 2022	4
Order, filed December 21, 2021	13
Order on Motion to Dismiss and Motion for Leave to Amend and Consolidate, filed October 9, 2020.....	16
Order (2020CP4201301), filed October 9, 2020	19
Consent Order Restoring Action to Active Trial Roster, filed May 12, 2020	22
Consent Order Stipulation Striking Case from Docket, filed January 23, 2020.....	25
Order Permitting Withdrawal, filed March 11, 2019.....	29
Order to Withdraw Claims, filed May 17, 2019	32
Order Adding Necessary Parties, filed December 3, 2018	34
Complaint and Exhibit A, filed December 7, 2017	37
Answer and Counterclaim, filed January 15, 2018.....	59
Joint Motion to Consolidate and Order to Consolidate, filed January 29, 2018.....	72
Amended Complaint and Exhibit A, filed February 14, 2018.....	74
Reply to Counterclaim, filed February 14, 2018	99
Amended Answer and Counterclaim, filed March 9, 2018	108
Reply to Amended Counterclaim, filed March 23, 2018.....	124
Joint Motion to Add Necessary Parties, filed November 21, 2018	133
Motion for Withdrawal of Appearance and to Stay Proceedings, filed March 6, 2019	136
Motion to Dismiss Third-Party Complaint and/or for Partial Summary Judgment, filed April 26, 2019.....	140

Withdrawal of Claims of Third Party Plaintiff Outside the Box Business Solutions LLC and Motion for Amendment of Style of Case, filed May 6, 2019	144
Motion for Summary Judgment of Plaintiff/Third Party Defendant Equinox, LLC and attachments, filed August 22, 2019.....	147
Defendant’s Response to Plaintiff’s Motion for Summary Judgment, filed October 16, 2019...	177
Motion for Leave to Amend Answer and Exhibits, filed December 6, 2019	184
Motion to Restore Action to Active Trial Roster, filed April 3, 2020.....	230
Summons & Complaint (2020CP4201301), filed April 16, 2020	233
Acceptance of Service for Dreskin and Equinox (2020CP4201301), filed April 28, 2020.....	249
Motion to Consolidate and Exhibit A, filed May 19, 2020	251
Notice of Motion and Motion to Dismiss (2020CP4201301), filed May 19, 2020	271
Defendants’ and Third-Party Plaintiffs’ Second Amended Answer and Counterclaims and Third- Party Claims, filed October 12, 2020.....	275
Summons to Richard Dreskin, filed October 19, 2020	294
Joint Stipulation of Dismissal, Without Prejudice (2020CP4201301), filed October 19, 2020 ..	296
Plaintiff Equinox, LLC’s Reply and Answer to Second Amended Answer, Counterclaims and Third Party Claims, filed October 27, 2020.....	299
Notice of Motion and Motion for Judgment on the Pleadings of Third-Party Defendant Richard B. Dreskin, filed November 12, 2020	311
Defendants’ Motion for Partial Summary Judgment, filed January 26, 2021	315
Third-Party Defendant Richard B. Dreskin’s Memorandum in Support of His Motion for Judgment on the Pleadings, filed March 23, 2021	318
Memorandum of Law in Opposition to Third-Party Defendant Richard D. Dreskin’s Motion for Judgment on the Pleadings, filed March 23, 2021	338
Transcript of Record, March 24, 2021 Hearing.....	354

Volume II

Transcript Excerpts from the Deposition of Joseph Brandon Epps, filed October 16, 2019.....	402
Transcript Excerpts from the Deposition of Richard Dreskin, filed October 16, 2019	586
Examination by Ms. Hinson	590
Examination by Mr. Bach	672
Examination by Ms. Hinson	675

Volume III

Transcript Excerpts from the Deposition of Courtney West Epps, filed March 23, 2021	753
Affidavit and Itemization of Accounts, filed August 23, 2019.....	1007
Affidavit of Richard B. Dreskin, filed August 23, 2019.....	1018
Affidavit of Michael Hudgens, filed October 16, 2019	1042
Affidavit of Richard B. Dreskin and Exhibits, filed October 16, 2019	1045
Affidavit of Brent C. Horton, filed October 16, 2019	1047
Affidavit of Dr. Bettina Herbert, filed October 16, 2019	1068
Affidavit of Courtney W. Epps, filed October 16, 2019.....	1110
Affidavit of Richard B. Fennell, filed January 26, 2021	1128
Notice of Appeal, filed January 19, 2022	1167

DEPOSITION OF JOSEPH BRANDON EPPS

Joseph Brandon Epps

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF
COMMON PLEAS OF THE
SEVENTH JUDICIAL CIRCUIT

EQUINOX, LLC,
Plaintiff,
vs.
BRANDON & COURTNEY EPPS,
Defendants.

CIVIL ACTION NO.
2017-CP-42-04476

DEPOSITION OF JOSEPH BRANDON EPPS

DATE TAKEN: November 15, 2018

TIME BEGAN: 10:15 a.m.

TIME ENDED: 3:13 p.m.

LOCATION: Eller Tonnsen Bach, LLC
1306 South Church Street
Suite 200
Greenville, South Carolina

REPORTED BY: Eileen Thompson, CCR
EveryWord, Inc.
P.O. Box 1459
Columbia, South Carolina 29202
803-212-0012

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2
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18 Representing the Defendants
19

20 Also Present: Courtney Epps
21 G. Kennedy McLeod, Jr.
22
23
24
25

I N D E X

PAGE

Stipulation

4

EXAMINATION

By Mr. Bach

4

Certificate of Reporter

159

E X H I B I T S

PLAINTIFF'S EXHIBITS

DESCRIPTION

MARKED

1 Email

76

Joseph Brandon Epps

1 (It is hereby stipulated and agreed
2 by and between counsel for the respective
3 parties that this deposition is being
4 taken in accordance with the South
5 Carolina Rules of Civil Procedure,
6 and that the deponent reserves reading and
7 signing of this deposition transcript.)

8 - - -

9 JOSEPH BRANDON EPPS, after having been
10 first duly sworn, was examined and
11 testified as follows:

12 - - -

EXAMINATION

14 - - -

15 BY MR. BACH:

16 Q. Mr. Epps, thank you for being here today.
17 My name is Eric Bach, and I'm an attorney
18 representing Equinox, LLC, in a lawsuit that's been
19 brought by you and your wife, Courtney Epps,
20 concerning a house that you rented for a period of
21 time that's in Spartanburg, South Carolina.

22 During the course of your deposition, I
23 may refer to the house as "the home" or "your home"
24 or "the house" that we're here about today. If you
25 are confused about which house I'm talking about,

Joseph Brandon Epps

1 just ask me for clarification, and I'll specify.

2 Mr. Epps, I would ask that you not look at
3 your phone, during the course of your deposition, if
4 you don't mind. Just hand it to your attorney. If
5 there is something that you need to refer to it for,
6 we can discuss it during the deposition.

7 Have you ever been deposed before?

8 A. Yes.

9 Q. Okay. When have you been deposed?

10 A. A couple years ago, I don't remember.

11 Q. What was that for?

12 A. Against a sheriff's department in Horry
13 County.

14 Q. In Horry County?

15 A. Uh-huh.

16 Q. What did that matter involve?

17 A. Sheriff tried to run us off the road.

18 Q. Was your wife involved in that lawsuit?

19 A. Yes.

20 Q. Is that lawsuit still ongoing?

21 A. No.

22 Q. How did it resolve?

23 A. We settled.

24 Q. And that was in Horry County?

25 A. Horry County.

1 Q. Any other times you have been deposed?

2 A. Not that I can remember.

3 Q. I'm just going to give some kind of
4 instructions here today. During the course of the
5 deposition, I'll be asking questions, you'll be
6 giving answers. If you would let me finish my
7 question, I'll let you finish your answer, and that
8 will make for a cleaner transcript.

9 The court reporter can't pick up head
10 nods, and head shakes, and that kind of thing. So
11 if you respond nonverbally, I may prompt you to give
12 a verbal response. I'm not trying to be rude, it
13 just makes for a cleaner transcript. If I ask you a
14 question and you don't understand my question, I ask
15 that you ask me for clarification. If you answer my
16 question, I'm going to assume that you understood
17 it. Is that fair?

18 A. That's fair.

19 Q. Also, now that you're under oath, it's as
20 if you're testifying in court before a judge and
21 jury. You cannot discuss the substance of your
22 testimony with anyone during breaks other than
23 discuss a matter of privilege, in which case I have
24 a right to ask you about it. Do you understand
25 that?

Joseph Brandon Epps

1 A. Yes.

2 Q. Is there any reason why you can't give
3 full and accurate testimony today?

4 A. Not that I know of.

5 Q. Do you understand that you've taken an
6 oath to tell the truth as if testifying in court
7 before a judge and jury?

8 A. I do.

9 Q. What's your full name?

10 A. Joseph Brandon Epps.

11 Q. When were you born?

12 A. December 7th, 1978.

13 Q. Where were you born?

14 A. Anderson, South Carolina.

15 Q. How long did you live in Anderson?

16 A. I don't know.

17 Q. You don't know how long you lived in
18 Anderson, South Carolina?

19 A. I was born in Anderson for a few hours.

20 Q. A few hours?

21 A. Yeah.

22 Q. So then where did you live after that?

23 A. Exactly? Like you want a time frame?

24 Q. I'm just trying to get a general history
25 of where you resided. Let me ask you this.

1 A. I never asked my parents where I was at at
2 that point in time.

3 Q. Okay. What's the earliest place you can
4 remember where you resided?

5 A. I think my parents -- the best I can
6 remember, when I was five, my parents had a house in
7 Belton. Then I think we moved to -- maybe when I
8 was six, moved to Iva. Then my parents got
9 divorced, and we moved to the beach for a little
10 while with my mom.

11 Q. Is that in Horry?

12 A. Horry, yeah.

13 Q. When you're saying Horry, it that
14 H-o-r-r-y?

15 A. Yes, it's pronounced Horry.

16 Q. I'm just making sure we're talking about
17 the same county.

18 A. And then I think my mom married my
19 stepdad, and I moved to Six Mile, South Carolina
20 where I went to elementary, middle, and high school.

21 Q. What high school did you graduate from?

22 A. Daniel.

23 Q. Six Mile, what county is that in?

24 A. Pickens.

25 Q. Prior to moving into the house that's the

1 subject of this litigation, have you ever resided in
2 Spartanburg County?

3 A. No.

4 Q. Do you have any family in Spartanburg
5 County?

6 A. No.

7 Q. What's your current address?

8 A. 417 Graypointe Drive, Greer, South
9 Carolina, 29650.

10 Q. How long have you lived there?

11 A. I think since December 11th of 2017.

12 Q. Prior to the Graypointe address, what was
13 your address?

14 A. I lived at Residence Inn in Greenville off
15 Pelham Road.

16 Q. How long were you there?

17 A. I think about 45 days.

18 Q. All right. How about prior to the
19 Residence Inn?

20 A. We stayed at a couple different hotels, I
21 don't remember which ones. But I assume you're
22 saying previously was 618 Garden Rose Court.

23 Q. Is that the house we're here about today?

24 A. Yeah.

25 Q. How long were you at 618 Garden Rose

1 Court?

2 A. About a year and a half, I'm not sure, two
3 years, I don't know, somewhere around two years.

4 Q. Did you move into Garden Rose Court at the
5 same time as your wife?

6 A. I did.

7 Q. Are you married to Courtney Epps?

8 A. I am.

9 Q. All right. And then prior to Garden Rose
10 Court, what was your address?

11 A. I don't know the address. We stayed -- we
12 leased a winter condo down at the beach in Myrtle
13 Beach, I don't know the address. I don't even
14 remember the name of the place. I know we went
15 through a realty company.

16 Q. How long were you at this condo in Myrtle
17 Beach?

18 A. We were down there working. It was -- I
19 don't know, five months maybe.

20 Q. All right. And then how about prior to
21 that?

22 A. We lived in a house in Taylors, a rental
23 home.

24 Q. How many years?

25 A. About a year, the best I can remember.

1 About a year.

2 Q. Taylors in Greenville County?

3 A. Yes, I believe so.

4 Q. All right.

5 A. I mean, my address at 618 said Greenville,
6 but it apparently was in Spartanburg County, so I
7 don't know.

8 Q. How about prior to Taylors?

9 A. We lived in Horry County.

10 Q. Do you remember your address?

11 A. It was on Pee Dee Highway.

12 Q. How many years were you there?

13 A. A few, I don't know. I don't know. To be
14 honest, I don't know the exact -- two or three
15 years, I guess.

16 Q. Did you live there with Courtney?

17 A. Uh-huh.

18 Q. Is that a yes?

19 A. Yes.

20 Q. How about prior to the Pee Dee Highway
21 address?

22 A. I lived in -- I lived in Myrtle Beach,
23 leased a house down there.

24 Q. Were you living with Courtney then?

25 A. No.

Joseph Brandon Epps

1 Q. So the first house you occupied with
2 Courtney Epps was the Pee Dee Highway house?

3 A. Correct.

4 Q. When did you and Courtney get married?

5 A. December 7 of 2015 -- 2012. Excuse me.

6 Q. Did you-all live together before you got
7 married?

8 A. Yes.

9 Q. How long did you-all live together?

10 A. About a year.

11 Q. Is it fair to say you moved into the Pee
12 Dee address sometime in 2011?

13 A. Correct, the best I can remember, it was
14 about that time.

15 Q. Have you been married prior to Courtney
16 Epps?

17 A. Yes.

18 Q. Who is your ex-wife?

19 A. Allison Bess Price.

20 Q. Do you have any kids?

21 A. Yes.

22 Q. How many?

23 A. Two -- wait. With what? With who?

24 Q. Well, just how many kids do you have?

25 A. I mean, I have three kids.

1 Q. Okay.

2 A. And three stepkids.

3 Q. All right. So who are your children?

4 A. You want to define that question?

5 Q. I don't know who your children are. I
6 want to know who your children are.

7 A. My children are Sawyer, Cooper, and Lilli.
8 And then I have three stepchildren; Alexis,
9 Adrienne, and Wells.

10 Q. So Sawyer, Cooper, and Lilli are -- did
11 you have those children with Allison? Is that their
12 mother?

13 A. No, Sawyer and Cooper, I had with Allison.

14 Q. How about Lilli?

15 A. With Courtney.

16 Q. That's you and Courtney's child?

17 A. (Witness nodding head.)

18 Q. And then the three stepchildren are
19 Alexis, Adrienne, and Wells?

20 A. Yes.

21 Q. And those are Courtney's children?

22 A. But all three -- all of the children are
23 now Courtney's. Courtney adopted Sawyer and Cooper,
24 so they are all hers.

25 Q. But I mean so far as natural born, Alexis,

Joseph Brandon Epps

1 Adrienne, and Wells are all her natural children?

2 A. Correct, and Lilli.

3 Q. And Lilli, right. So six total; two that
4 were with you and Allison, and then four that were
5 with Courtney, correct? Three that are Courtney's
6 children, natural born?

7 A. Correct.

8 Q. Did all six of you-all live at 618 Garden
9 Rose Court?

10 A. When you say "six" --

11 Q. I'm sorry. Eight.

12 A. Yes, all eight of us lived together in the
13 house.

14 Q. Prior to occupying 618 Garden Rose Court,
15 did you-all live in a house, or you said you lived
16 in a condo?

17 A. Uh-huh. Yes.

18 Q. Is that with all eight of you-all as well?

19 A. Yes.

20 Q. Have you ever been evicted?

21 A. Not that I know of.

22 Q. Do you currently work?

23 A. I own a business.

24 Q. You own a business?

25 A. (Witness nodding head.)

Joseph Brandon Epps

1 Q. What's your business?

2 A. I'm co-owner with OTB Tax, and I do day
3 trading.

4 Q. Is OTB Tax Courtney's company?

5 A. Yes.

6 Q. And she's an accountant?

7 A. Uh-huh. Yes.

8 Q. And then your -- so you do OTB Tax, you're
9 an owner of that, and you said you do day trading?

10 A. That's correct.

11 Q. How long have you been a day trader?

12 A. A little over a month. I just got started
13 in it.

14 Q. Let me go through your employment history.
15 How long have you been co-owner of OTB Tax?

16 A. I don't remember, a few years now.

17 Q. Okay. Prior to OTB Tax, where did you
18 work? Well, let me ask you this. What do you do
19 for OTB Tax?

20 A. I don't work on the accounting side, but I
21 handle all the other things. I pick up, delivery,
22 do -- I work on the computers, and pick up, you
23 know, -- whatever Courtney needs to do that would
24 take her away from either a meeting or working on
25 returns.

Joseph Brandon Epps

1 Q. So you assist Courtney?

2 A. Basically, yeah.

3 Q. All right. And then prior to that job,
4 what did you do?

5 A. I don't know. Last summer, I took a job
6 with an assembly company I saw online. I thought it
7 would be fun, get out of the house, and did some
8 stuff, and it was not. I worked there just a couple
9 of weeks.

10 Q. What's an assembly company?

11 A. They put stuff together that other people
12 don't want to do. Like you would go to somebody's
13 house and put a grill together, or something they
14 order on Amazon, or something like that.

15 Q. What was the name of that company?

16 A. Assemblers, Inc.

17 Q. And you were with them for a month?

18 A. I don't think it was that long. They lied
19 to me about how much they paid, so...

20 Q. You quit?

21 A. Yeah.

22 Q. How about before the assembly company?

23 A. I did screen print work, Courtney and I.

24 Q. What is screen print work?

25 A. Made T-shirts, printed signs and banners.

Joseph Brandon Epps

1 Q. How long did you do that for?

2 A. A year and a half, the best I can
3 remember. A year and a half maybe, two years,
4 somewhere in there.

5 Q. Okay. How about prior to that?

6 A. Years before when -- you're talking like
7 we're back in 2010, I drove a truck and hauled
8 lumber.

9 Q. How long did you drive trucks?

10 A. Three or four years, I'm not sure.

11 Q. Who did you do that for?

12 A. A couple of different companies.

13 Q. Do you remember the names?

14 A. The last one, I worked for a couple called
15 Pro Build, which is no longer in business, and I
16 worked for a company called BLS Trucking.

17 Q. Do you have something that you consider to
18 be your profession?

19 A. Not really, no.

20 Q. I mean, taking your employment history, it
21 sounds like you've just sort of done odd jobs for
22 the last ten years or so. Is that correct?

23 A. No, for the most part, I stay at home and
24 take care of my children. I mean, you asked me
25 about employment. But for the most part, I stay at

Joseph Brandon Epps

1 home, take care of the kids. And I cook, and I make
2 sure all the things are done around the house,
3 because my wife is the chief income earner.

4 Q. So is it fair to say that your profession
5 is a caretaker?

6 A. No, I don't think that's fair to say. I'm
7 not a caretaker.

8 Q. I mean a stay-at-home dad. Is that a fair
9 characterization?

10 A. I guess, yeah.

11 Q. And how long have you done that or
12 consider that sort of your full-time occupation?

13 A. Probably right after Lilli was born.

14 Q. When was she born?

15 A. November 9th, 2012.

16 Q. Okay. All right. So since November 9th,
17 2012, you have primarily been a stay-at-home dad and
18 caretaker of children, right? Is that fair?

19 A. Stay-at-home dad, yes.

20 Q. All right. Did you go to school, to
21 college?

22 A. I did.

23 Q. How far did you go?

24 A. A few years. I didn't graduate, I didn't
25 finish.

Joseph Brandon Epps

1 Q. Where did you go to college?

2 A. Horry-Georgetown Technical College.

3 Q. What year did you stop your education?

4 A. 2010.

5 Q. What year did you finish high school?

6 A. 1997.

7 Q. What did you do after high school?

8 A. I went and got a job.

9 Q. Where did you work?

10 A. What year? I'm not trying to take up your
11 time, I've worked at a bunch of different places.

12 So I mean...

13 Q. I'm just trying to find out what you did.

14 I mean, what is your occupation, profession? I'm
15 not trying to ask you particular questions, but just
16 what have you done in your life?

17 A. Okay. Most of the years, I built power
18 lines.

19 Q. Okay. For who?

20 A. Sumter Utilities.

21 Q. How many years were you at Sumter
22 Utilities?

23 A. I think about seven years grand total. I
24 did switch companies one time, but I don't remember
25 when, I just remember during the course of it. I

Joseph Brandon Epps

1 had an opportunity for about -- I don't know, about
2 a \$6 or \$7 an hour raise, and I took it, went to
3 work for a company down in Atlanta.

4 Q. And other than build power lines, what
5 else, do you remember? Let me ask you this. What
6 years were you building power lines?

7 A. I don't know when I started. I mean, I
8 do, I've got it written down somewhere, I would have
9 to go back and look. But somewhere between 2006
10 when -- and 2001, I guess, some 2000, I don't know,
11 somewhere right in there. I don't know.

12 Q. After your high school diploma, have you
13 received any certificates, or other education, or
14 training relative to a field, like a real estate
15 certificate, anything like that?

16 A. I got a journeyman's certificate.

17 Q. Anything else?

18 A. Not that I know of.

19 Q. Have you ever been fired from a job?

20 A. Yes. Yes, I was fired.

21 Q. From where?

22 A. Burning Ridge Golf.

23 Q. When was that?

24 A. I think it was Burning Ridge. I think it
25 was Burning Ridge. Maybe 1998.

Joseph Brandon Epps

1 Q. Why were you fired?

2 A. My cousin was the superintendent, and he
3 wanted me there at five o'clock in the morning. And
4 I kept oversleeping and getting there at about 5:15,
5 5:30, and he fired me.

6 Q. Have you ever been terminated from any
7 other jobs?

8 A. Uh-uh, not that I know of.

9 Q. Do you have any training or expertise in
10 construction?

11 A. No.

12 Q. Have you ever worked a job in
13 construction?

14 A. No.

15 Q. Do you have any training or expertise in
16 plumbing?

17 A. No.

18 Q. Have you ever worked a job in plumbing?

19 A. No.

20 Q. Do you hold any kind of contractor or
21 subcontractor licenses or certificates?

22 A. I do not.

23 Q. Have you ever applied for Social Security
24 disability?

25 A. I have not.

1 Q. Have you ever filed a Workers'
2 Compensation claim?

3 A. I have not.

4 Q. Other than the lawsuit we talked about you
5 were deposed in earlier concerning the sheriff, have
6 you ever been involved in another lawsuit?

7 A. Divorce.

8 Q. Okay. Other than family law, any other?

9 A. No, not that I know of.

10 Q. Have you ever been arrested for or
11 convicted of a crime?

12 A. Yes, I got arrested, I've never been
13 convicted of anything.

14 Q. What were you arrested for?

15 A. I think it was -- I don't know. It got
16 expunged. I don't remember. I tried to break up a
17 fight at a bar. I was at a bar one night, and they
18 arrested all of us. I don't remember what the
19 charge was.

20 Q. When was that?

21 A. Early 2000s, I don't remember.

22 Q. Was that in Horry County?

23 A. Yes.

24 Q. Any other arrests?

25 A. Yeah, my ex-wife called the police on me

Joseph Brandon Epps

1 one night, and they charged me with CDV.

2 Q. Criminal domestic battery?

3 A. Yes, sir, supposedly.

4 Q. What happened with that charge?

5 A. Unfounded.

6 Q. It was not prosecuted?

7 A. No, I was not guilty.

8 Q. You were found not guilty?

9 A. Yeah, they did something before the case,
10 and I did that, I don't remember what it was called.

11 Q. Pretrial intervention?

12 A. Yeah, I think that's what it was.

13 Q. What year was that?

14 A. Mid 2000s, I don't know.

15 Q. Horry County?

16 A. Yeah.

17 Q. All right. Any other arrests?

18 A. No.

19 Q. So you-all occupied the house at Garden
20 Rose Court until 2017. In the ten years prior to
21 2017, who was your primary care physician?

22 A. I never really had one.

23 Q. Who would you go and see when you got
24 sick?

25 A. I didn't really go. But I mean, if I was

1 going to go -- are you asking me if I was going to
2 go to the doctor?

3 Q. Did you go to the doctor at any time in
4 the ten years prior to 2017?

5 A. If I did, it would have been rare. I
6 mean, like I don't -- I didn't have a primary care
7 physician.

8 Q. Where would you go, if you went to the
9 doctor?

10 A. I mean, I didn't go, so I mean, I don't --

11 Q. For ten years, you didn't go to the
12 doctor?

13 A. I don't -- maybe something like Doctors
14 Care or something like that, if I were going to go,
15 but it wouldn't -- I mean, I honestly -- I honestly
16 didn't go to the doctor. I mean...

17 Q. That's fine if you didn't.

18 A. For years, I didn't even have a cold. I
19 mean, I was healthy as a horse for years.

20 Q. You can answer the question "yes," I'm
21 just asking. So for ten years prior to 2017, you
22 did not go to the doctor?

23 A. I know somewhere in the mid 2000s, I hurt
24 my back and I went and got -- I went, and the doctor
25 gave me some prescriptions for my back.

1 Q. Where did you go?

2 A. It was a nurse practitioner. I don't even
3 think she's -- I don't even think she's -- it was in
4 Myrtle Beach, I don't know.

5 Q. You don't remember the name?

6 A. No, I don't. I know it was off of 21st
7 Avenue, but I don't know the name of the place.

8 Q. Okay.

9 A. It was like a one-time thing where I hurt
10 my back.

11 Q. How did you hurt your back?

12 A. Moving a couch.

13 Q. Is that for work?

14 A. No.

15 MR. BACH: All right. Sorry. I have to
16 run to the restroom. Let's take a quick break.
17 I'll be right back.

18 (Whereupon, a recess was taken.)

19 EXAMINATION RESUMED BY MR. BACH:

20 Q. I'm going to ask you a series of questions
21 about your medical history. All the questions that
22 I'm asking are I'm asking you for information before
23 2017, okay, so prior to 2017. Have you ever been
24 hospitalized?

25 A. No, not that I can remember.

1 Q. How about have you ever had any issues
2 with headaches?

3 A. No, not that I know of.

4 Q. Difficulty walking?

5 A. No.

6 Q. Seizures?

7 A. No.

8 Q. Bipolar disorder?

9 A. No.

10 Q. Prior drug use?

11 A. No.

12 Q. Prior alcohol use?

13 A. No.

14 Q. You don't use alcohol at all?

15 A. Occasionally. I mean nothing...

16 Q. Stiffness?

17 A. No.

18 Q. Rheumatoid arthritis?

19 A. No.

20 Q. Inflammation?

21 A. No.

22 Q. Arthritis?

23 A. No.

24 Q. Any medication prior to? Prior to 2017,
25 taking any medication?

Joseph Brandon Epps

1 A. No.

2 Q. Motor vehicle accidents?

3 A. I've had a couple of -- are you asking,
4 like, injury accident or just accidents, period?

5 Q. Just period.

6 A. You know, I had a couple of nonfault
7 accidents.

8 Q. Okay. When were those?

9 A. I don't know, I don't remember.

10 Q. You have never been injured in an
11 accident?

12 A. No. I mean, I had a guy pull out in front
13 of me one time, and the seat belt like bruised me,
14 made me sore, but the insurance company sent me --
15 sent -- or told me that I could go to the doctor if
16 it wasn't all right, and the next day, it was fine
17 -- the next couple days, it was fine.

18 Q. You didn't receive any treatment for that?

19 A. No.

20 Q. Have you ever seen an orthopedist, prior
21 to 2017?

22 A. I don't know what an orthopedist is.

23 Q. It's a bone doctor.

24 A. No.

25 Q. Break any bones?

1 A. I think I broke my foot in the sixth
2 grade.

3 Q. Okay. Any since then?

4 A. No.

5 Q. Have you ever been diagnosed with
6 hypertension?

7 A. No.

8 Q. Any heart issues?

9 A. No.

10 Q. Diabetes?

11 A. No.

12 Q. Do you wear glasses?

13 A. No.

14 Q. Have you ever been treated for depression?

15 A. No.

16 Q. Suicidal ideation?

17 A. No.

18 Q. Rage or anger management?

19 A. No.

20 Q. How about amnesia?

21 A. No.

22 Q. Memory issues?

23 A. No.

24 Q. Dizziness?

25 A. No.

1 Q. Swollenness?

2 A. No.

3 Q. Nerve damage?

4 A. No.

5 Q. Ever ridden in an EMS?

6 A. No, not that I know of.

7 Q. Have you ever had chronic pain in any part
8 of your body?

9 A. No.

10 Q. Any fibromyalgia?

11 A. No.

12 Q. Allergies?

13 A. No.

14 Q. Ever had surgery?

15 A. First time, recently.

16 Q. Prior to 2017?

17 A. Oh, no.

18 Q. Asthma?

19 A. No.

20 Q. Sinus issues?

21 A. No.

22 Q. So for all of the things I just asked you
23 about, no issues, prior to 2017?

24 A. The best I can remember.

25 Q. Is it fair to say that based on your

Joseph Brandon Epps

1 testimony today and the memory you've just
2 described, you had no medical issues, prior to 2017?

3 A. Yeah.

4 Q. Is that fair?

5 A. That's fair.

6 Q. When you -- when did you first -- let me
7 ask you this. Did you visit 618 Garden Rose Court
8 before moving in?

9 A. I did not.

10 Q. Who found the house?

11 A. My wife.

12 Q. Did she go and look at it before you-all
13 moved in?

14 A. She did.

15 Q. By the time that you moved into the house,
16 had a lease already been signed on it?

17 A. I believe so.

18 Q. So the first time that you went to the
19 house, you-all had already entered into a lease with
20 Equinox, is that correct?

21 A. I believe so. I mean, I don't know. I
22 wasn't there for the paperwork. I didn't even know
23 where the house was.

24 Q. Why didn't you sign the initial lease?

25 A. I wasn't here, I was in Myrtle Beach.

Joseph Brandon Epps

1 MR. BACH: Jan, I'll tell you what. I'm
2 just going to refer do -- I think all of the
3 exhibits I have are exhibits from Courtney's
4 deposition.

5 MS. HINSON: Okay.

6 MR. BACH: I only brought one copy though.
7 Do you need a copy to share?

8 MS. HINSON: I'll just glance at it before
9 you use it, and then hand it right back.

10 EXAMINATION RESUMED BY MR. BACH:

11 Q. All right. I'm going to hand you what was
12 marked as Exhibit 1 to Courtney Epps' deposition and
13 just ask you first, who is Kathy Owens?

14 A. One of my wife's clients.

15 Q. Why did she sign this lease?

16 A. I think it was because of the credit.

17 Q. She had good credit?

18 A. Uh-huh.

19 Q. Is that a yes?

20 A. Yes.

21 Q. Did she ever live there?

22 A. No.

23 Q. And then you did not sign the lease or
24 apply for the lease, is that correct?

25 A. That's correct.

Kathy Owens

1 Q. And you said it's because you weren't
2 there?

3 A. Yeah, I wasn't -- I wasn't there. My wife
4 handled it. She was up here.

5 Q. Was your credit history one of the reasons
6 why you didn't sign it?

7 A. Probably, yes.

8 Q. When the application was filled out, if
9 you'll flip with me to the page -- it's page 6.

10 A. You got a number on that?

11 Q. It's the Residential Rental Application.
12 Flip to the next one. Do you see that?

13 A. I do.

14 Q. Who is listed as the applicants there?

15 A. Kathy Owens.

16 Q. And the co-applicant is who?

17 A. Courtney Epps.

18 Q. Are you listed as an applicant on here?

19 A. I'm not.

20 Q. Are you listed as somebody who is going to
21 occupy the house?

22 A. I'm not. It looks like my wife ran out of
23 spots.

24 Q. And then was any of your information
25 provided as part of the application to lease the

1 house, to your knowledge?

2 A. I don't know.

3 Q. Do you see any of it there on the
4 application to rent?

5 A. I do not.

6 Q. If Mr. Dreskin leased this property to
7 you-all because he checked Kathy Owens' credit
8 history and found that it was good, would you agree
9 with me that you-all misled him, because she was not
10 going to occupy the property?

11 A. No, I wouldn't.

12 Q. Why not?

13 A. I mean, if I got my dad to help me get a
14 car and I was going to drive the car, I wouldn't
15 have anybody believe that he was -- it was his car.

16 Q. Do you think that putting an applicant on
17 just so that you could have better-looking credit
18 history is misleading to a landlord?

19 A. No, I think it's just a qualification. I
20 think -- I would think that would be up to the
21 landlord to make a decision on that.

22 Q. But he didn't know that you were even
23 going to occupy the property, correct?

24 A. I can't --

25 MS. HINSON: Objection.

Joseph Brandon Epps

1 THE WITNESS: I can't help what Rick
2 Dreskin didn't know.

3 EXAMINATION RESUMED BY MR. BACH:

4 Q. You didn't put it on the application?

5 A. I didn't put anything on the application.

6 Q. Who filled it out?

7 A. I don't know.

8 Q. Whoever filled it out, didn't disclose
9 that you would be occupying the property, correct?

10 MS. HINSON: Objection.

11 EXAMINATION RESUMED BY MR. BACH:

12 Q. Did they? Is it on the application?

13 A. It's not on the application, but there's
14 not enough space either. So I don't know -- I mean,
15 there's more children and myself that could have
16 been on the application, but there's not enough
17 space for it either.

18 Q. Kathy Owens was added to the -- she was an
19 applicant, I think we said earlier, because it gave
20 you-all a better-looking credit history, correct?

21 A. Yes, I believe so. I don't even remember
22 discussing it, but yes, I believe so.

23 Q. Do you think that a better-looking credit
24 history would be attractive to a landlord when he's
25 trying to make a decision about leasing a property?

Joseph Brandon Epps

1 A. If the landlord needs a credit history to
2 base that on.

3 Q. If you're leasing a property to somebody
4 where you have to depend on them to make monthly
5 payments, do you think an attractive credit history
6 would be a plus?

7 A. I would think so, if I were a landlord.

8 Q. Do you think a landlord would want to know
9 who might be occupying property that he's leasing?

10 A. Yeah, I would think he would probably want
11 to know.

12 Q. All right. Have you ever seen -- if you
13 flip back with me to the first page, have you ever
14 seen this lease agreement, prior to this litigation?

15 A. I don't believe so.

16 Q. Did you review any of its terms before it
17 was signed?

18 A. I did not.

19 Q. If you look with me on the seventh
20 paragraph, flip with me there.

21 MS. HINSON: I'm going to object to all --
22 you've already established that he never saw
23 it, he didn't sign it, he didn't see it before
24 this litigation, so asking him this whole line
25 of questions is really irrelevant to his

1 testimony.

2 MR. BACH: Do you understand that in South
3 Carolina, your obligation is to object to the
4 form of the question and nothing more?

5 MS. HINSON: I understand, but I'm just
6 trying to short-circuit. I'm going to object
7 to all questions about this document that he's
8 never seen before this litigation.

9 MR. BACH: I am again cautioning you that
10 your obligation in South Carolina is to object
11 to the form of the question. Speaking
12 objections are not allowed in this state. That
13 was a speaking objection. I'm going to ask my
14 questions.

15 MS. HINSON: All right. I will object to
16 them then.

17 EXAMINATION RESUMED BY MR. BACH:

18 Q. Under paragraph 7, the condition of the
19 premises, do you see that?

20 MS. HINSON: Objection.

21 THE WITNESS: I do.

22 EXAMINATION RESUMED BY MR. BACH:

23 Q. I haven't asked a question yet. Do you
24 see the condition of the premises?

25 A. I do.

Joseph Brandon Epps

1 Q. Reading this, it says, "Tenant accepts the
2 premises and appliances in their present condition."
3 Do you see that?

4 MS. HINSON: Objection.

5 THE WITNESS: Yes, I see it.

6 EXAMINATION RESUMED BY MR. BACH:

7 Q. When the tenant -- that provision there,
8 it says, "It accepts in its present condition."
9 Does that mean when the tenants, which was not you,
10 but Kathy Owens and Courtney Epps, your wife, moved
11 into the premises, that they accepted the house as
12 it was existing at that time?

13 MS. HINSON: Objection.

14 MR. BACH: Let's go off the record --
15 actually, I want to stay on the record. The
16 objection to the form has to do with the form
17 of the question, not necessarily relevancy.
18 All objections to relevancy are preserved,
19 under our rules. So if you have a problem with
20 the form of my question, you can object.

21 MS. HINSON: I do.

22 MR. BACH: But you're saying you're
23 objecting on relevancy, which is preserved
24 under our rules anyways, so your objection is
25 simply to disrupt, unless you have an objection

Joseph Brandon Epps

1 to the actual form of it, in which case what is
2 it?

3 MS. HINSON: I thought you didn't want me
4 to speak. I'm objecting.

5 MR. BACH: You can object to the form of a
6 question, but if your only objection is to
7 relevance, it's preserved anyways.

8 MS. HINSON: All right. I don't need a
9 lecture, do you? I'm going to object, as I
10 stated. You're asking him about something he
11 had no knowledge of and doesn't know anything
12 about. I don't know -- are you asking him to
13 interpret a legal document?

14 MR. BACH: And then you just said -- I'd
15 ask the witness to step out of the room for a
16 minute.

17 THE WITNESS: Me?

18 MR. BACH: Yes.

19 (Whereupon, the witness left the deposition room.)

20 MR. BACH: You said, on the record, that
21 your objection was to relevancy. All
22 objections to relevancy are preserved without
23 having an objection. "Object to the form"
24 indicates that you have some problem.

25 MS. HINSON: We didn't actually reserve

1 objections.

2 MR. BACH: That's not required in this
3 state.

4 MS. HINSON: Okay. Well, we didn't
5 reserve them.

6 MR. BACH: But objections to the form have
7 to do with the form of my question.

8 MS. HINSON: Uh-huh.

9 MR. BACH: So do you have some problem
10 with the form of the question?

11 MS. HINSON: I do.

12 MR. BACH: When I ask him if he sees that
13 text there, do you have a problem with the form
14 of that.

15 MS. HINSON: I have a problem with the
16 whole form of the question you're asking,
17 because you are -- I don't know what you're
18 trying to get out here, I really don't, but
19 asking him to interpret some legal document.

20 MR. BACH: I have a right to ask him what
21 he thinks about these provisions. Frankly, I
22 have a right to ask about whatever I want to,
23 but...

24 MS. HINSON: Yes, and I have a right to
25 object.

1 MR. BACH: To the form, not to relevancy,
2 not to be disruptive.

3 MS. HINSON: I'm not trying to be
4 disruptive. I'm not instructing him not to
5 answer, I'm just putting my objection on the
6 record.

7 MR. BACH: If you want to object to all of
8 my questions, even though there is no problem
9 with the form, I'm going to stop the deposition
10 and get the court involved.

11 MS. HINSON: Okay.

12 MR. BACH: Let's bring Mr. Epps back in.

13 MS. HINSON: We're going to take a minute
14 outside.

15 (Whereupon, a recess was taken.)

16 EXAMINATION RESUMED BY MR. BACH:

17 Q. Mr. Epps, before we took a break, we were
18 looking at paragraph 7 of the lease agreement that
19 was entered into by Kathy Owens and Courtney Epps
20 concerning 618 Garden Rose Court, which is the
21 property that you resided in pursuant to the terms
22 of this lease.

23 Mr. Epps, we were looking at the
24 provisions that stated, "Tenants accept the premises
25 and appliances in their present condition." Do you

1 see that?

2 MS. HINSON: Objection.

3 MR. BACH: What's your objection.

4 MS. HINSON: You are calling him to
5 interpret a legal document.

6 MR. BACH: I asked if he saw the text.

7 MS. HINSON: And he is a high school
8 graduate with no legal training.

9 MR. BACH: I asked if he saw the text.

10 THE WITNESS: Do I see it?

11 EXAMINATION RESUMED BY MR. BACH:

12 Q. Yes. Can you read?

13 A. Yes, I can read.

14 Q. Can you read that?

15 A. Out loud?

16 MS. HINSON: Objection.

17 EXAMINATION RESUMED BY MR. BACH:

18 Q. I'm just asking if he can read it.

19 MS. HINSON: Objection. Argumentative.

20 EXAMINATION RESUMED BY MR. BACH:

21 Q. Okay. "Tenant accepts the premises and
22 appliances in their present condition."

23 A. Just out of curiosity, were you insulting
24 me on asking if I could read?

25 Q. No, she said you had a high school

1 diploma. I'm just making sure that you can read the
2 text.

3 MS. HINSON: Objection.

4 EXAMINATION RESUMED BY MR. BACH:

5 Q. Where it says, "Tenant accepts the
6 premises and appliances in their present condition,"
7 did you understand that when you first moved into
8 this house, that your wife had represented that she
9 was excepting the house in its present condition?

10 A. No.

11 Q. The next part states that, "Failure to
12 return a written report of preexisting conditions
13 precludes the tenants from claiming any defect
14 existing in the premises upon the tenant's initial
15 occupancy." Do you see that text?

16 A. Uh-huh.

17 Q. Is that a yes?

18 A. Yes.

19 Q. Do you know if any written report of any
20 preexisting conditions was submitted to the
21 landlord, prior to you-all taking occupancy?

22 A. I do not know.

23 Q. Did you submit any kind of written report?

24 A. I did not.

25 Q. Did you assist in creating any kind of

1 written report?

2 A. I did not.

3 Q. The next paragraph, paragraph 8 concerns
4 practicing good housekeeping. And it says, "Tenant
5 agrees to maintain the premises in good, clean
6 condition, accepting reasonable wear and tear, and
7 to make no alterations or additions thereon without
8 the consent of the landlord." Do you see that text?

9 A. I do.

10 Q. And then it goes on to say, "It is
11 expressly understood that the tenant will maintain,
12 at the tenant's expense, the following items:"
13 Subparagraph A, "To keep sinks, lavatories, and
14 commodes draining and operating properly." Do you
15 see that?

16 A. That's on the next page?

17 Q. Yes.

18 A. I've never read this before, so this is my
19 first time ever seeing it.

20 Q. Let me ask you this. Did you read this
21 agreement, when you signed the lease extension in
22 September of 2017?

23 A. I did not.

24 Q. Do you see subparagraph A where it says,
25 "To keep sinks, lavatories, and commodes draining

1 and operating properly"?

2 A. I do.

3 Q. Did you understand that it was the
4 tenant's responsibility to keep the sinks,
5 lavatories, and commodes draining and operating
6 properly at 618 Garden Rose Court?

7 A. I did not.

8 Q. So you didn't know that?

9 A. I didn't know that, because I didn't see
10 this.

11 Q. Did you ever do anything to repair any
12 sink, lavatory, or commodes at 618 Garden Rose
13 Court?

14 A. Not that I know of.

15 Q. Were there ever any problems with the
16 sinks, lavatories, or commodes draining and
17 operating properly at 618 Garden Rose Court, during
18 your occupancy of the premises?

19 A. I mean, other than the sewer things.

20 Q. What sewer things?

21 A. The tank, the sewer tank overflowing.

22 Q. Other than that, anything else?

23 A. I mean, the leak underneath -- I guess
24 there was a leak underneath the toilet in the main
25 floor bath, the guest bathroom. I mean, there was

Joseph Brandon Epps

1 something there. I don't know if it was from the
2 toilet or what, it was something internal, I don't
3 know.

4 Q. If you look at the last sentence there, it
5 says, "Tenant must repair, at tenant's expense,
6 stoppage or leakage for any other reason." Do you
7 see that?

8 A. Uh-huh.

9 Q. Is that a yes?

10 A. I see it, yes.

11 Q. Did you-all ever repair or spend any money
12 to stop or repair any leak in the premises?

13 A. Who is "you-all"?

14 Q. You and Ms. Epps.

15 A. Not that I know of, but if my wife had
16 something repaired, I don't know if she would have
17 told me.

18 Q. Did you personally perform any repairs?

19 A. No.

20 Q. Do you know what a lease is?

21 A. I'm aware.

22 Q. What is a lease?

23 A. What do you mean exactly?

24 Q. Well, what do you understand a lease to
25 do?

Joseph Brandon Epps

1 A. A lease on what?

2 Q. On a piece of property.

3 A. It's an agreement between you and another
4 person about getting something, I don't know.

5 Q. For a piece of property?

6 A. It could be. I mean, there's a lot of
7 different leases.

8 Q. Do you understand that a lease defines the
9 rights and obligations of the tenant and the
10 landlord for a piece of property that's being
11 rented?

12 A. I guess it could.

13 Q. Subparagraph C provides that, "The tenant
14 will repair any damage caused by tenant or tenant's
15 guest to interior, exterior walls, electrical or
16 plumbing fixtures, screens, doors, wood floors,
17 carpet, vinyl, and other furnishings." Do you see
18 that?

19 A. I do.

20 Q. During the time that you and Ms. Epps
21 occupied the premises, did you-all ever spend any
22 money to repair any of those items?

23 A. I don't remember, I don't think so.

24 Q. Did you ever perform any repairs on any of
25 those items?

Joseph Brandon Epps

1 A. I did not, no.

2 Q. Under paragraph G, it says that, "It's the
3 tenant's obligation to repay landlord for any
4 service to the heating system caused by tenant's
5 misuse or inadequate supply of fuel, to change
6 heating and air-conditioning filter monthly." Do
7 you see that?

8 A. Yes.

9 Q. During the time that you and Ms. Epps
10 occupied the premises, did you-all ever, to your
11 knowledge or memory, change a heating or
12 air-conditioning filter?

13 A. Yes, we did.

14 Q. Did you do that monthly?

15 A. Yes.

16 Q. Did you pay for the filters?

17 A. Yes.

18 Q. Did you keep any receipts for them?

19 A. I don't know if we did or didn't. I
20 bought them in bulk.

21 Q. Did you-all ever pay for any service to
22 the heating system?

23 A. I did not, not that I know of. I wouldn't
24 know, my wife handles that.

25 Q. Did you understand that your rent was due,

1 under the lease, on the 1st of each month?

2 A. I did not.

3 Q. You didn't?

4 A. No.

5 Q. When did you think your rent was due?

6 A. I had no idea.

7 Q. You didn't know when your rent was due?

8 A. I did not.

9 Q. Who took care of paying the rent?

10 A. My wife.

11 Q. So you didn't have anything to do with
12 paying the rent?

13 A. I did not.

14 Q. You would defer to her on any questions
15 with regard to paying the rent?

16 A. Yes.

17 Q. Would you also defer to this lease on
18 which day the rent was due?

19 A. I would.

20 Q. Do you recall the first time -- or the
21 first day that you-all occupied the property? I'll
22 represent to you this lease was signed on February
23 1st, 2016. Well, hold on. Let me ask you one more
24 question. If you flip to the last page with the
25 signatures on it -- not the last page of the

1 document, one page back. If you look at paragraph
2 17, at the top there, it has appliances. Paragraph
3 17 says, "miscellaneous." And I'd represent to you
4 that's what's being devised as part of the lease.
5 What appliances were there?

6 A. I have no idea.

7 Q. What's it say at the top of the page?

8 A. I don't see anything -- oh, appliances.
9 "Stove, dishwasher, microwave." At the top of the
10 page, it says, "Stove, dishwasher and microwave." I
11 thought it was in the paragraph.

12 Q. When you moved into the house, did it have
13 a stove, a dishwasher, and a microwave?

14 A. There was no stove.

15 Q. There was no stove there?

16 A. Correct.

17 Q. At all?

18 A. No.

19 Q. Was there a dishwasher?

20 A. Yes.

21 Q. Was there a microwave?

22 A. Yes, I believe so.

23 Q. If you look at the next paragraph down, it
24 states in the middle of the page there, it says,
25 "Lessee takes possession of the property as-is and

1 all this implies." Do you know what taking
2 something as-is means?

3 A. Yes.

4 Q. What does that mean?

5 MS. HINSON: Objection.

6 THE WITNESS: You would -- you would get
7 it the way it is.

8 EXAMINATION RESUMED BY MR. BACH:

9 Q. And then did you sign this document as a
10 co-tenant?

11 A. Did you see my signature on it?

12 Q. I don't know. I don't know what your
13 signature looks like. Any of those your signatures?

14 A. No, I don't -- I don't -- my signature is
15 not -- on this page?

16 Q. Right.

17 A. No, I don't see my signature on here.

18 Q. All right. I'm going to go hand you what
19 was marked as Exhibit -- and let me just ask for the
20 record, what date was that signed, according at the
21 that? What date does that say?

22 A. 2-1-16.

23 Q. Okay. I'm going to hand you what was
24 marked as Exhibit Number 2 to Courtney Epps'
25 deposition and just ask you to take a look at that

1 quickly. This is an e-mail chain between Mr.
2 Dreskin and Ms. Epps, and I just have two quick
3 questions for you on it.

4 A. Okay. So you're asking me -- just to
5 clarify, you're asking me about an e-mail that took
6 place between Rick and my wife?

7 Q. That's right. That's exactly what I'm
8 asking you about. If you would, flip to the last
9 page.

10 A. (So complied with request of counsel.)

11 Q. Okay. What's the date of that e-mail?

12 A. The last page just has Rick Dreskin on it
13 and a phone number.

14 Q. Okay. The previous page. What's the date
15 on that e-mail?

16 A. It looks like March 6th.

17 Q. Okay. And who did Mr. Dreskin send that
18 to?

19 A. It looks like Kathy -- I guess that's -- I
20 don't know Kathy's e-mail, but it says Kathy Owens
21 in it and Courtney Epps.

22 Q. Do you think he sent that e-mail to Kathy
23 Owens, because he thought she was a tenant living
24 there?

25 MS. HINSON: Objection.

Joseph Brandon Epps

1 THE WITNESS: I don't know.

2 EXAMINATION RESUMED BY MR. BACH:

3 Q. Do you think he did?

4 MS. HINSON: Objection.

5 THE WITNESS: I don't know.

6 EXAMINATION RESUMED BY MR. BACH:

7 Q. Do you know of any other reason why he
8 would send an e-mail to Kathy Owens?

9 MS. HINSON: Objection.

10 THE WITNESS: I have no idea, unless they
11 may be doing business together, I don't know.

12 EXAMINATION RESUMED BY MR. BACH:

13 Q. The e-mail says, "I know that this is the
14 first month for getting rent on 618 Garden Rose
15 paid. Rent is due on the 1st, late after the 5th."
16 Do you see that?

17 A. Yes, I do.

18 Q. Do you think Mr. Dreskin was e-mailing
19 Kathy Owens, because he thought that Kathy Owens was
20 a tenant living there?

21 MS. HINSON: Objection.

22 THE WITNESS: You're asking me what I
23 think Rick thought?

24 EXAMINATION RESUMED BY MR. BACH:

25 Q. Yes.

1 MS. HINSON: Objection.

2 THE WITNESS: I don't know what Rick
3 thought. I have no idea what Rick thought.

4 MR. BACH: All right. And if you'd let me
5 at least finish my question before you object.
6 I think at this point, we're probably going to
7 the court anyways. But why don't you let me
8 finish my question, and that will make for a
9 cleaner transcript when we take this before the
10 court.

11 MS. HINSON: That would be great.

12 EXAMINATION RESUMED BY MR. BACH:

13 Q. When Rick e-mailed Kathy Owens on March
14 6th, 2016 asking about where the rent was and why it
15 hadn't been paid yet, do you think that was because
16 he thought Ms. Owens was a tenant?

17 MS. HINSON: Objection.

18 THE WITNESS: I don't know.

19 MS. HINSON: Wait until I speak until you
20 speak.

21 THE WITNESS: Sorry.

22 EXAMINATION RESUMED BY MR. BACH:

23 Q. Okay. Do you see there where it says that
24 rent is due on the 1st and late after the 5th?

25 A. Yes, I do.

1 Q. Is that your wife's e-mail address up
2 there, courtneywepps@yahoo?

3 A. Yes, sir.

4 Q. Would you agree with me that as of this
5 date, your wife was aware that rent was due on the
6 1st and late after the 5th?

7 MS. HINSON: Objection.

8 THE WITNESS: I don't know. I don't know
9 what my wife would interpret this to be. I
10 don't know.

11 EXAMINATION RESUMED BY MR. BACH:

12 Q. If you look at the next e-mail up, if you
13 would flip back -- or yes, it's on that same page.
14 From Courtney responding to Rick, it states, "I have
15 to give you cash or cashier's check tomorrow." Do
16 you see that?

17 A. Yes, I see it.

18 Q. Were you aware that as of March 6th, 2016,
19 rent had not been paid at 618 Garden Rose?

20 A. I wasn't aware, no.

21 Q. Would that have been something you left up
22 to your wife?

23 A. It would be.

24 Q. Then there in the middle of the page there
25 it says, "Can you please tell me when you are going

1 to fix the bathroom so I can take a bath in the
2 bathtub." Do you see that?

3 A. Yes.

4 Q. Do you know what was wrong with the
5 bathtub?

6 A. I don't know.

7 Q. You don't know?

8 A. I don't remember what was wrong with the
9 bathtub.

10 Q. So you don't know of any issue with the
11 bathtub, or are you saying you don't remember?

12 A. I don't remember. It seems like I
13 remember my wife saying that Rick said there was
14 something wrong with the bathtub, when we moved in,
15 in our room, and he was going to fix it, I don't
16 know.

17 Q. It says, "Brandon has tried to call you a
18 couple of times about the issues but has not
19 received a call back." Do you remember what you
20 were calling about?

21 A. I don't, I don't remember.

22 Q. If you flip back another page, Rick
23 responded and said, "I thought the bathtub was fixed
24 a month ago." Does that remind you at all about
25 what was going on with the bathtub?

Joseph Brandon Epps

1 A. No, I -- no, it doesn't, because I don't
2 even -- I don't remember them ever even fixing it.
3 There was like a -- I don't remember.

4 Q. Would you recall what the problem was?

5 A. No, I don't. And there was -- I know
6 there was something going on with it, and we didn't
7 use the bathtub for a long time. And then I know
8 Courtney said one day that Rick said that the
9 bathtub had been fixed a long time ago, that's all I
10 remember.

11 Q. That's everything you remember about the
12 bathtub?

13 A. Yeah. Like it was like -- I don't know if
14 it was supposed to have been fixed when we weren't
15 there, I don't know.

16 Q. Not necessarily in reference to this
17 property but in general, are you aware that you have
18 -- if you are renting a piece of property, you have
19 to pay your rent on time?

20 A. Well, I don't know if you have to, but I'm
21 aware that you're supposed to pay rent.

22 Q. Are you aware that if you don't pay your
23 rent on time, a landlord can evict you?

24 A. Yeah.

25 Q. I'm going to hand you what was marked as

1 Exhibit 3 to Courtney Epps' deposition. Is that
2 your e-mail address, jbrandonepps@yahoo.com?

3 A. Yes.

4 Q. This is an e-mail sent March 7, 2016 to
5 somebody named Phyllis and you're copied on it. And
6 it states that it was introducing Phyllis as your
7 neighbor, Brandon Epps. "He says he's asked all
8 visitors to park off the cul-de-sac and he will deal
9 with any problems he has in a neighborly fashion."
10 Do you see that?

11 A. I do.

12 Q. Do you remember what this was referencing?

13 A. Yes.

14 Q. What was going on?

15 A. It was in a cul-de-sac, and all the
16 properties came together at a point. And we would
17 have people come over, and Phyllis and John wanted
18 people not to park in front of their mailbox, and it
19 was about the width of this table, and they said
20 they couldn't get out of their driveway. They
21 didn't know us and they e-mailed Rick.

22 Q. Does your wife run her business out of her
23 home?

24 A. Yes.

25 Q. Does she have clients come by at times?

Joseph Brandon Epps

1 A. I'm sure she did.

2 Q. And then do you-all homeschool your
3 children?

4 A. Yes.

5 Q. Do you-all have other homeschool children
6 come over to your house at times?

7 A. Not that I know of.

8 Q. Does your wife sell Amway products?

9 A. No.

10 Q. Does she sell any kind of home-based
11 product?

12 A. When?

13 Q. At this period of time, 2016.

14 A. Yes. Yes, I think she did.

15 Q. Did you-all have people at your home for
16 that as well?

17 A. Maybe some. It was for -- we had -- she
18 sold memberships to a company called WorldVentures.

19 Q. How long did she do that for?

20 A. A couple of years.

21 Q. I hand you what was marked as Exhibit 5 to
22 Courtney's deposition. This is an e-mail from you
23 to Mr. Dreskin dated June 13, 2016. And it says,
24 "Rick, there's something wrong with the
25 air-conditioning here at 618 Garden Rose Court." Do

Joseph Brandon Epps

1 you recall what this was about?

2 A. There was something wrong with the
3 air-conditioner.

4 Q. What happened?

5 A. I don't know.

6 Q. You said that you went upstairs and it had
7 been going on for about three weeks. Do you see
8 that?

9 A. Uh-huh.

10 Q. Did you guys get that resolved?

11 A. I don't know.

12 Q. Do you recall anybody coming out and
13 looking at it?

14 A. I believe we had people come out several
15 times on that air-conditioning at that house. It
16 wouldn't -- it wouldn't -- it would not cool the
17 house.

18 Q. Did you-all have problems with it cooling
19 the upstairs?

20 A. Yeah, the air conditioner wouldn't cool
21 the house, period. Upstairs, mid floor, the only
22 place it would cool was the basement. A guy came
23 out and said that Rick was cheap and wouldn't put in
24 the right amount of stuff, is what he told me. And
25 that he wouldn't put in the right size heat pump,

Joseph Brandon Epps

1 and he wouldn't put in the right amount of filters,
2 because he didn't want to pay for it, and therefore,
3 we were always going to have that problem at that
4 house.

5 Q. Who was that?

6 A. A guy that worked -- a heating and air
7 guy, that's all I know.

8 Q. Do you remember who the heating and air
9 company was?

10 A. I didn't hire him, Rick hired him, but he
11 did -- he said he did previous work for Rick.

12 Q. So would you say that by June 2016 -- did
13 he tell you-all that around this time frame, June
14 2016?

15 A. I don't remember. I believe he came back
16 -- I believe he was the guy that came back a couple
17 more times, and I think that's when we had the
18 conversation.

19 Q. When was the last time the guy came out,
20 do you remember?

21 A. I have no idea.

22 Q. Was it before or after the flooding of the
23 basement issue?

24 A. I don't know.

25 Q. Was there ever -- did you-all ever hire

Joseph Brandon Epps

1 anyone to come out and look at it?

2 A. No, not that I know of.

3 Q. Do you know who installed the HVAC system
4 in that house?

5 A. I do not. I know that guy said that he
6 put a bid on it, and Rick refused it, because he
7 said it was too expensive, and he said he went and
8 got somebody that was really cheap to do it. And
9 then he turned around and had to do maintenance with
10 it, I remember having that conversation with him.
11 He called him for maintenance, but he wouldn't let
12 him do it -- put it in properly, I remember that.
13 Other than that, I don't know.

14 Q. And when was that, do you remember?

15 A. I don't remember.

16 Q. I show you what was marked as Exhibit 7 to
17 Ms. Epps' deposition. Show your attorney first.

18 MS. HINSON: Adam, do you have a copy of
19 that HOA letter that's supposed to be the
20 attachment, what he's referring to in this
21 e-mail?

22 MR. BACH: Let me see. I don't see that I
23 do.

24 MS. HINSON: Okay.

25 MR. BACH: I feel like I've seen it

Joseph Brandon Epps

1 before.

2 MS. HINSON: I'm not certain I've ever
3 seen it.

4 EXAMINATION RESUMED BY MR. BACH:

5 Q. All right. If you flip with me to the
6 last page, it's got -- I think there's one more
7 page. Flip one more. Well, actually, stay on that
8 one, that's fine. This is an e-mail to you from
9 Rick Dreskin, copying Courtney on July 9, 2016. And
10 for the record, this was marked as Exhibit 7 to
11 Courtney Epps' deposition. And you write to him,
12 "Rick" -- and I think based on your response and Mr.
13 Dreskin's testimony, there was an issue with people
14 parking outside your house --

15 A. Uh-huh.

16 Q. -- or running a home-based business
17 outside the house, do you recall that, with the HOA?

18 A. I do.

19 Q. Okay. What was going on, do you remember?
20 I mean, what were they complaining about?

21 A. People parking in front of their houses
22 and not being able to get out of their driveway.
23 This came from -- this was from Phyllis and John.

24 Q. Was there some complaint about from the
25 HOA about businesses being run out of the house?

1 A. I think they got upset. I tried to
2 resolve it personally rather than going through
3 e-mail, but yes.

4 Q. So to your recollection, the HOA e-mailed
5 you about businesses and parking, is that right?

6 A. I don't remember them e-mailing me.

7 Q. Did they send a letter?

8 A. I don't know if they sent a letter. They
9 may have, I don't remember it. They apparently --
10 did you have a copy of the letter?

11 Q. That's what she just asked me. We may. I
12 don't have like quick access to it.

13 A. I don't remember -- I mean, I see that he
14 said that he had -- that he e-mailed me in my
15 earlier e-mail to you. I only had the PDF copy of
16 it. I don't remember reading it, but okay. I don't
17 remember it.

18 Q. Did you ever have any conversations with
19 anybody at the HOA about their concern with you
20 running a business out of the home or parking issues
21 in front of your house?

22 A. Not that I can remember.

23 Q. If you flip to the second page, you
24 stated, "We do have some home-based businesses;
25 Tupperware, Avon, Pampered Chef, Amway." Do you see

1 that?

2 A. Uh-huh.

3 Q. Is that a yes?

4 A. I do see that.

5 Q. Are these all businesses that at one time
6 or another were run out of your home?

7 A. No, that was just an example.

8 Q. Oh, you were just giving examples?

9 A. Yes.

10 Q. So you guys didn't run a Tupperware, Avon,
11 Pampered Chef, or Amway business?

12 A. No, that was just examples.

13 Q. You said, "All of our business activities
14 have been moved to other locations." Do you see
15 that?

16 A. Yes.

17 Q. You then said, "We have friends, family,
18 children's friends, housekeepers, lawn maintenance,
19 baby-sitters, and others that come to our house
20 socially or for other specific duties on a weekly
21 basis."

22 A. Yes.

23 Q. Did those people come with cars and create
24 a parking issue?

25 A. Sometimes. Mind you, the piece of

1 property is a triangle. Like where we parked our
2 cars in the driveway, there was nowhere else for
3 anyone else to park. So if -- it was a circle and
4 they all came to triangular-shaped property. So you
5 had our driveway, with a mailbox beside it on either
6 side, you know, and it was a very, very tight area,
7 unless you parked -- had friends or whatever that
8 would park down the street. It was a continuous
9 problem no matter who had what. If anybody had any
10 type of function at the house, the entire cul-de-sac
11 was full, no matter who it was.

12 Q. Did you-all ever complain about other
13 people filling up your cul-de-sac?

14 A. I didn't complain, no. I didn't complain.
15 I don't know if Courtney complained, but I didn't,
16 that I can remember.

17 Q. If you look in that last paragraph there
18 --

19 MS. HINSON: Just one second. I'm trying
20 to find the date. Okay.

21 EXAMINATION RESUMED BY MR. BACH:

22 Q. If you look on that last paragraph there,
23 third sentence it says, "We have resolved any
24 problems that has aroused and it all seems to boil
25 down to the fact that our neighbors just do not like

Joseph Brandon Epps

1 the friends that we have." Do you see that?

2 A. You're saying the third paragraph down?

3 Q. The last paragraph there and then the
4 third sentence.

5 A. The third sentence. Okay.

6 Q. Okay. So what were you referring to
7 there? Why did you-all feel like your neighbors
8 just didn't like the friends you have?

9 A. We had some African-American friends, and
10 it was a predominantly white group that was
11 complaining about our African-American friends, and
12 it felt racial.

13 Q. So you-all felt like it was a racial
14 issue?

15 A. Yeah, that's how we felt. They didn't
16 seem to complain until African-Americans showed up.

17 Q. And when you said, "We don't know what
18 else to do other than contact local media or local
19 state, national organizations to help us," what were
20 you referring to there?

21 A. I wasn't. I just said, I don't know what
22 the next step would be. I don't know what else to
23 do to solve that issue.

24 Q. What kind of local and state organizations
25 were you referring to?

Joseph Brandon Epps

1 A. Whatever the next step would be. I didn't
2 get that far.

3 Q. So you didn't know what the next step was,
4 that was just you just sort of --

5 A. Generalizing, that I didn't know what the
6 next thing would be to do, you know.

7 Q. All right. I'm going to hand you what was
8 marked as Exhibit Number 8 to Courtney Epps'
9 deposition. This is an e-mail from -- initially,
10 it's Rick and, I believe, to you, because you
11 replied. It says, "I have not heard back from you
12 about NSF check," which I'll represent you to stands
13 for not sufficient funds. "Kindly be in contact
14 ASAP." And you replied and said, "I replied
15 earlier. I had received an e-mail for an overdraft.
16 I called the bank to find out what happened. We had
17 a draft and a deposit come out of the account on the
18 same day." Do you see that?

19 A. Yes.

20 Q. I'm surprised that you're responding,
21 given your earlier testimony that Courtney Epps,
22 your wife, handled most of these issues. Why do you
23 think you responded here?

24 A. I don't know. I think Rick and I -- I
25 think Rick and I exchanged e-mail addresses after --

Joseph Brandon Epps

1 sometime after I moved into the place. I kept
2 calling him and he wouldn't respond to phone calls,
3 he responded to e-mails, so I think he started
4 sending me some stuff, I don't know. It's probably
5 something that I asked my wife about, and she told
6 me to respond, I'm not sure.

7 Q. Okay. Would you agree with me that as of
8 August 11, 2016, your rent had not been paid for
9 that month yet?

10 A. As of August 11th, I mean, I don't know,
11 because -- I mean, apparently there was a check
12 written. I mean, I don't remember, but there was a
13 check written that must have been -- I mean, I don't
14 handle finances, so I mean...

15 Q. But you knew enough, at least at this
16 point in time, to respond back and say that there
17 was not enough funds in the account and explained
18 why.

19 A. Yes.

20 Q. My only question to you --

21 A. No, I do not know whether the rent had
22 been paid at this point.

23 Q. Based on your e-mails, is it a safe
24 assumption the rent hadn't been paid at this point?

25 A. No, because I didn't handle the rent. I

Joseph Brandon Epps

1 may have been responding, and my wife had already
2 taken care of something, so I don't know. No, I
3 don't know.

4 Q. If your wife had not taken care of it by
5 this day, would you agree with me the rent hadn't
6 been paid yet?

7 A. If my wife had not, then yes, but I
8 wouldn't know.

9 Q. I hand you what was marked as Exhibit 9 to
10 Courtney Epps' deposition. This is an e-mail from
11 you to Mr. Dreskin concerning a mailbox. Do you
12 recall what happened here?

13 A. It looks like the city backed over the
14 mailbox with a trash truck.

15 Q. Do you remember that?

16 A. I remember the mailbox being broken, but I
17 wasn't there that day.

18 Q. Do you remember anything about this
19 situation of what's in this e-mail?

20 A. Not other than the trash truck run over
21 the mailbox. I think my wife told me about it.

22 Q. Okay.

23 A. I wasn't there when it happened.

24 Q. I understand that. You wrote the e-mail
25 though, didn't you?

1 A. Yeah.

2 Q. You're the one that reached out to Mr.
3 Dreskin about it?

4 A. I did.

5 Q. And then he responded that same day and
6 just asked you to find out who the vendor was for
7 mailboxes. Did you-all get it replaced?

8 A. Yes, I believe we did.

9 Q. And who paid for that?

10 A. I don't know. I think the city did. I
11 think the City of Greer agreed to get it fixed.

12 Q. I hand you what was marked as Exhibit
13 Number 10 to Courtney Epps' deposition. This is an
14 e-mail from you to Mr. Dreskin dated September 29th,
15 2016. Last sentence says, "I have checked on the
16 spigot a couple of times today and everything seems
17 to be fine. I haven't seen any links." I think you
18 meant "leaks," is that right?

19 A. Yes.

20 Q. What spigot were you checking?

21 A. The outside spigot popped off of its
22 plastic piping. And my kids came and told me that
23 there was water pouring out the side of the house,
24 and Courtney wasn't home, and I started calling
25 Rick, because I didn't know what to do, and he came

Joseph Brandon Epps

1 over and fixed it himself.

2 Q. And then it looks like you checked it and
3 everything --

4 A. He asked me to keep an eye on it, since I
5 was the only one there.

6 Q. And everything seemed to be fine and you
7 didn't see any leaks, is that right?

8 A. Yeah, at that time. Yeah.

9 Q. What caused the spigot to pop off, do you
10 know?

11 A. I have no idea. I wasn't outside when it
12 happened. I just know my kids came around and told
13 me about it.

14 Q. Do you know if they did anything to it to
15 make it pop off?

16 A. I know it wasn't -- regardless, it wasn't
17 screwed in, because we kind of discussed that there
18 was no screws to hold it -- it wasn't fastened to
19 the house, it was just on a piece of plastic pipe
20 scrimped on, that's all I know.

21 Q. Okay. And that's what Mr. Dreskin told
22 you or you observed?

23 A. I walked outside with him and watched him.
24 Actually, he had to get me to hold the thing so he
25 could -- it's just this little plastic thing with a

Joseph Brandon Epps

1 little -- like I expected like a hose clamp or
2 something that like bound it down on, but he just
3 said it was this little ring that held this thing
4 on. And I asked him about -- I asked him, shouldn't
5 it be screwed on, because it had two holes on either
6 side of it to be screwed into the house, and he said
7 -- he said he would have someone look at it, that's
8 all I remember.

9 Q. And when you went back out and checked it,
10 you didn't see any additional leaks?

11 A. Well, no. I mean, I didn't see -- the
12 piece went back into the house. So we had -- like
13 he asked me to help him hold it, and he pulled the
14 piping out of the house, if that makes sense, like
15 to the limits of the piping as far as it would
16 stretch, and then scrimp this thing on there, and
17 then it went back into the wall. So no, I didn't
18 see any leaks externally visual on the outside of
19 the house, no, but I didn't pull the pipe back out
20 to look to see if it was leaking in the wall.

21 Q. Okay. And I think what I'm hearing you
22 say is you don't know one way or the other whether
23 or not it was leaking farther in?

24 A. No, I have no idea. I mean, when he put
25 the pressure on it, it could have pulled it loose on

Joseph Brandon Epps

1 the other end, I don't know, I have no idea.

2 Q. That's speculation on your part though,
3 right? You're just speculating?

4 A. Yeah, I'm just saying, I don't know.

5 Q. Right. I hand you what was marked as
6 Exhibit Number 11 to Courtney Epps' deposition.
7 This is an e-mail from you to Mr. Dreskin dated
8 November 3rd, 2016 concerning a microwave.

9 A. Yes.

10 Q. Do you recall this situation?

11 A. Yes, I do.

12 Q. Okay. What happened?

13 A. I had a couple of phone conversations with
14 Rick. For a long time, the microwave started making
15 noise when you turned it on. I have six kids and
16 when you turned the microwave on, it started having
17 this problem where the fan started making this
18 really loud noise, and it would squeal. And if you
19 had guests over or even just for ordinary things, it
20 would squeal and make these rumbling noises.

21 And I talked to Rick and asked him several
22 times about getting it repaired, or fixed, or
23 something. And he -- he told me to send him the
24 measurements for the hole, because it was a
25 microwave that fit into the countertop -- into the

Joseph Brandon Epps

1 cabinet. So I sent him the measurements and agreed
2 -- we agreed that he would order the new microwave.

3 And I was gone, and he said he would go
4 get a microwave. And I came back -- and this is a
5 few weeks later, I believe -- and there was a
6 countertop microwave sitting on the front porch on
7 the steps. And Rick had told me the house was
8 \$450,000, and I didn't feel like the -- I didn't
9 feel like having a broken microwave that wouldn't
10 work, and the lights wouldn't work, and all this
11 stuff, that it had finally just died was adequate.
12 I felt like it was an investment in his home, and I
13 was trying to help him, so no.

14 Q. So he bought you -- or bought a new
15 microwave for the house, right?

16 A. Yes.

17 Q. But it wasn't, in your opinion,
18 sufficient?

19 A. Well, it wasn't what we discussed at all.
20 It's not what he said that he was going to do.

21 Q. And you didn't like it, because it was a
22 countertop microwave?

23 A. Well, I didn't like having two microwaves,
24 one broken one and one microwave. And then if you
25 have, you know -- it's November, so we may have

1 family over for Thanksgiving and, you know, here we
2 are having a successful life and people coming over
3 and, "Oh, that microwave doesn't work, you got to
4 use this microwave."

5 Q. Did you-all think about going out and
6 buying your own microwave, if you didn't like that?

7 A. We discussed that, too.

8 Q. Did you do that?

9 A. No.

10 Q. And I think he told You, "Does new
11 microwave not fit? Keep in box." Do you know that
12 it was a countertop microwave and not one that could
13 go in the space?

14 A. I think I e-mailed him after we had
15 already opened up the microwave and started using
16 it.

17 Q Oh, so you were using the countertop
18 microwave?

19 A. Yeah. I wasn't there when it -- I wasn't
20 there when it arrived. And my wife told me that she
21 came home and there was a microwave -- at this point
22 in time, we had been out of a microwave for about
23 six or eight weeks.

24 Q. Okay.

25 A. And I mean, I got six kids and a microwave

Joseph Brandon Epps

1 is important. I mean, I cook, you know, so it was a
2 big problem with me.

3 Q. Could you have bought a microwave?

4 A. I could have, yes. I guess I could have,
5 yes. I mean, I think I sent it to Rick -- I know --
6 I know that I reached out to Rick just as soon as
7 the microwave had a problem. Maybe it wasn't
8 through e-mail, I don't know, or you're holding that
9 for later, I don't know.

10 Q. This e-mail -- I'm not going to mark it,
11 but it's Rick's response to you.

12 MR. BACH: Actually, give me a sticker.

13 We'll mark it, just for clarity.

14 (Whereupon, the court reporter marked Epps Exhibit
15 Number 1 for identification.)

16 EXAMINATION RESUMED BY MR. BACH:

17 Q. I just marked this as Exhibit 1, so we
18 know what we're talking about.

19 A. That's where he said it was a \$450,000
20 house. I know he said that.

21 Q. So he responded to you and stated that if
22 the microwave didn't fit in the space, put it back.
23 But you guys had already opened it and were using
24 it, right?

25 A. Well, we had a conversation. We called

Joseph Brandon Epps

1 and then he e-mailed. Okay.

2 Q. And then he said the problem with the
3 built-in is it's from ten years ago and he can't
4 find it, correct?

5 A. That's what he said, yes.

6 Q. Do you have any reason to dispute that?

7 A. Yeah, I went to Lowe's and found one for
8 those dimensions in like half an hour.

9 Q. But did you find that exact microwave that
10 was in there?

11 A. I don't know if it was, I'm not sure.

12 Q. Did you tell him that you found that exact
13 microwave?

14 A. I did.

15 Q. The exact microwave that was previously in
16 the house?

17 A. I don't know if it was the exact
18 microwave, but I told him I found one that met those
19 dimensions. I think I actually -- he actually
20 requested a link from Amazon somewhere, and I sent
21 him a link to Amazon with the exact dimensions on
22 it.

23 Q. So you-all complained about the microwave,
24 he brought you one --

25 A. I complained about the microwave, because

Joseph Brandon Epps

1 it was like six or eight weeks that we didn't have a
2 microwave, and Rick just -- I guess you're getting
3 ready to say. Am I upsetting you?

4 Q. No, I'm just listening to you.

5 A. And he -- I complained about the
6 microwave, because it was six weeks, and he kept
7 telling me he was going to do something about it,
8 but it wasn't through e-mails, it was through phone
9 conversations or in person. So it was -- I got to a
10 point where I got aggravated with him.

11 Q. All right. So I just want to make sure I
12 understand the sequence of events. You complained
13 about not having a microwave?

14 A. Yeah, it was a big deal to me. I have six
15 kids.

16 Q. He brought you a microwave. It was, you
17 thought, a countertop microwave?

18 A. It wasn't what we discussed. He bought a
19 microwave -- he brought a different microwave than
20 what we discussed. He said that he was going to get
21 that microwave and repair it. And then time goes by
22 -- he was either going to repair it or whatever.
23 And the time continues to go by, and continues to go
24 by, and continues to go by, and all this time -- I
25 mean, do you cook? I'm sorry. I can't ask you

Joseph Brandon Epps

1 questions.

2 Q. If I do, it's in a microwave.

3 A. Okay. Well, hence the convenience, all
4 right. If you need to melt butter, if you need to
5 defrost something, if you need to do any of these
6 things, for two months -- I've got six kids. I feed
7 an army every day. And it was aggravating, very
8 aggravating to not be able to defrost something or
9 anything else. So is -- and then when he said he
10 was going to do one thing and I expected it, and
11 then he comes in and brings a microwave that's half
12 the size of the one I needed, and I needed to
13 defrost ten pieces of chicken, and I can't defrost
14 it in this little bitty microwave, yes, I was upset
15 about it, and no, it was not what we agreed on.

16 Q. Okay. Just to get back to my question,
17 you complained, and you just described the reasons
18 why. He bought a replacement microwave, he
19 purchased it, correct?

20 A. Correct.

21 Q. He brought it to the house. It wasn't
22 what you-all discussed or agreed on, is that right?

23 A. Right. Correct.

24 Q. You told him that?

25 A. I did.

Joseph Brandon Epps

1 Q. And --

2 A. No, I did not. I told him that in the
3 e-mail. I was not there when he brought the
4 microwave.

5 Q. But you told him you weren't happy with
6 the microwave that he purchased, right?

7 A. Uh-huh.

8 Q. Is that a "yes"?

9 A. Yes.

10 Q. And then he e-mailed you and said, Well,
11 put it back in the box and we'll look for another
12 one, is that right?

13 A. Correct. There is some more e-mails here
14 that you're missing.

15 Q. Well, your lawyer keeps on objecting when
16 I hand you an e-mail that's not authored by you or
17 you're not on it. So there is correspondence,
18 you're correct, between Courtney and Rick, but I'm
19 handing you that because --

20 A. Well, there was an e-mail where I sent him
21 a link. He requested a link from Amazon between
22 those two e-mails.

23 Q. I think it was later. We're getting
24 there.

25 A. I do remember that.

1 Q. All right.

2 MS. HINSON: For the record, I was
3 objecting for you asking him to interpret a
4 legal terminology.

5 EXAMINATION RESUMED BY MR. BACH:

6 Q. All right. Well --

7 MS. HINSON: If he knows about these
8 e-mails, he certainly can testify to them.

9 EXAMINATION RESUMED BY MR. BACH:

10 Q. I hand you what was marked as Exhibit 14
11 to Courtney Epps' deposition.

12 A. These are all yours, correct?

13 Q. Yes. I just handed you what was marked as
14 Exhibit 14 to Courtney Epps' deposition. This is an
15 e-mail from Rick to you dated December 20th, 2016.
16 And it states, "Tell me the story on the remainder
17 of December rent and November rent. Without payment
18 being received, you will have to leave." Do you see
19 that?

20 A. Uh-huh.

21 Q. Is that a yes?

22 A. Yes.

23 Q. And then he followed up again on December
24 27 saying, "Am I really going to have no payment or
25 response?" Do you see that?

Joseph Brandon Epps

1 A. Yes.

2 Q. Okay. So in December 2016, had you-all
3 not paid November and part of December rent?

4 A. I don't know.

5 Q. Do you recall anything about this
6 conversation?

7 A. I didn't know there was -- for some
8 reason, unless Rick and I were e-mailing back and
9 forth or he was responding to something that I sent,
10 his e-mail went to my spam account. So I had to
11 find a whole bunch of stuff, once all this stuff
12 happened, correspondence -- I mean, stuff that Rick
13 might would send me, attach to me, so I didn't even
14 know.

15 Q. Do you remember not paying rent for
16 November 2016 and part of December 2016?

17 A. No, I don't.

18 Q. Okay. Would you defer to Courtney on
19 that?

20 A. I would.

21 Q. I'm going to hand you what was marked as
22 Exhibit 15 to Courtney Epps' deposition. This is an
23 e-mail from Courtney to Rick copying you. And she
24 says, "I'm hoping to pick up checks from clients on
25 Friday or Monday, so I will have the remainder of

1 December rent to you then. I apologize that this
2 has happened. I should be back on track by January
3 15th." Do you remember this?

4 A. No.

5 Q. Do you know anything about having to catch
6 up on your rent by -- or saying you would be able to
7 catch up on your rent by that date?

8 A. I don't. I don't -- you're asking me -- I
9 don't handle -- I don't even handle this stuff now.
10 My wife is an accountant. I don't handle finances.
11 So no, I don't remember this, and no, I don't
12 remember being behind.

13 Q. So you defer to her on that?

14 A. Yes.

15 Q. When you say, "I wanted to let you know"
16 -- she goes on to say, "Again, I apologize and
17 wanted to let you know that we plan to continue to
18 stay in the house and would like to extend our
19 lease." Do you see that?

20 A. Yes.

21 Q. So as of that date, were you-all hoping to
22 stay in the house?

23 A. I don't know.

24 Q. You don't know?

25 A. I don't know.

1 Q. So you don't discuss where you're going to
2 live with your wife?

3 A. Yeah, but I don't know about it being on
4 this date, if we had a discussion about it. You're
5 asking me about correspondence between my wife and
6 Rick Dreskin.

7 Q. Who do you think the "we" refers to in
8 this sentence, when she said, "I wanted to let you
9 know that we plan to stay"? Do you think that's
10 her?

11 A. I mean, I hope so. I hope so. That would
12 be a great notification. That would be a great
13 thing for somebody else and not me.

14 Q. Yes. If there was somebody else cc'd
15 here, you would be concerned. So when she says, "We
16 plan to stay," she's talking about the two of
17 you-all. Had you-all discussed staying at that
18 point?

19 A. I don't remember if we discussed staying,
20 I don't know.

21 Q. At that point to your recollection, were
22 you-all satisfied with the house enough that you-all
23 wanted to stay and extend your lease?

24 A. I don't know. I don't know. This is -- I
25 don't know.

Joseph Brandon Epps

1 Q. All right. I hand you what has been
2 marked as Exhibit 16 to Courtney Epps' deposition.

3 MS. HINSON: Adam, how much longer do you
4 have to go? If we could take like a
5 five-minute bathroom break.

6 MR. BACH: That's fine. So you-all want
7 to take a break for -- I probably have an hour
8 and a half, so do you-all want to take a break
9 for lunch or can we press through?

10 MS. HINSON: We will just press through,
11 if I can just have a quick bathroom break.

12 (Whereupon, a recess was taken.)

13 MS. HINSON: Is this the whole of this?
14 Am I missing a page?

15 MR. BACH: If you flip to the other page,
16 it's got the full remainder of it, it's got the
17 full text.

18 MS. HINSON: Okay.

19 EXAMINATION RESUMED BY MR. BACH:

20 Q. All right. If you flip to the second page
21 there, this is an e-mail -- it says it's from you.
22 Just take a look at it and tell me do you think this
23 e-mail was actually written by Courtney?

24 A. Probably. It was probably just my account
25 was probably just up on the computer.

Joseph Brandon Epps

1 Q. Because it references clients and that
2 sort of thing. And I understand she's the one
3 that's doing the bookkeeping, right?

4 A. The accounting, yes.

5 Q. Okay. So you don't think you authored
6 this e-mail?

7 A. No, I didn't. I don't remember it. I
8 don't remember writing this.

9 Q. Okay. This is Exhibit 17 to Courtney
10 Epps' deposition. If you look there at the bottom
11 of the first page, it's an e-mail from Courtney to
12 Rick and you're copied on it. It says, "A couple
13 issues at 618 Garden Rose." The first, it says, is
14 the stovetop. Now, I know you testified previously
15 that when you moved in, there wasn't a stove?

16 A. Uh-huh.

17 Q. Did you-all buy one?

18 A. No, he brought one later on.

19 Q. Okay. And then that one wasn't
20 functioning?

21 A. No, it functioned. There was a
22 malfunction in it where the burner would stay on,
23 and it started melting pots. If you walked away
24 from it, it would get so hot that it would melt a
25 pot, and it melted one of my pots.

Joseph Brandon Epps

1 Q. The second issue there, it says, "We have
2 a toilet on the first floor that will not flush
3 without holding the handle down." Do you see that?

4 A. Uh-huh.

5 Q. Is that a yes?

6 A. Yes.

7 Q. Was that the guest lavatory on the first
8 floor?

9 A. Yes.

10 Q. And when did that issue start?

11 A. I don't know, it just -- I don't know. It
12 was one of those flapper things, I think, I don't
13 know.

14 Q. It was one of those -- what did you say?

15 A. Like a flapper in there, you know. If you
16 didn't hold the handle -- if you didn't hold the
17 handle down for a second, then it wouldn't flush.
18 You had to hold the handle down and then it would go
19 ahead and flush.

20 Q. Do you recall when that started?

21 A. I don't know.

22 Q. It then says, "The faucet in the master
23 bath has started dripping hot water." Do you know
24 when that issue started?

25 A. I don't know.

1 Q. This is an e-mail that was marked as
2 Exhibit 18 to Courtney Epps' deposition. That is a
3 e-mail from Rick to you and Courtney dated March
4 2017. It says, "The \$1000 check you brought
5 yesterday was returned not sufficient funds." Do
6 you see that?

7 A. Yes.

8 Q. Do you recall receiving this e-mail?

9 A. I don't remember.

10 Q. Do you know if you-all provided a check
11 for the March rent that was returned not sufficient
12 funds?

13 MS. HINSON: Objection.

14 THE WITNESS: No.

15 EXAMINATION RESUMED BY MR. BACH:

16 Q. Would you defer to Courtney on that
17 question?

18 A. Yes.

19 Q. At some point in time, did you-all paint
20 the house?

21 A. We had it painted, yes.

22 Q. You-all hired painters to do it?

23 A. Yeah.

24 Q. Did Rick contribute to that?

25 A. We found the painters. I think Rick paid

Joseph Brandon Epps

1 for the painters, I don't remember. It wasn't
2 something that I was part of. I just know that we
3 found the guy to do it, and Courtney and Rick agreed
4 to do something with the painter.

5 Q. I'm just going to show this to you. This
6 was marked as Exhibit 22, I think. Is that right?
7 22?

8 MS. HINSON: Yes, that's correct.

9 EXAMINATION RESUMED BY MR. BACH:

10 Q. This is an e-mail that Courtney Epps sent
11 to Mr. Dreskin dated May 21, 2017, and it stated,
12 "The roof in the basement started leaking today."
13 So at this point in time, is this when the roof
14 started leaking in the basement?

15 A. Maybe, I don't know. Maybe.

16 Q. Is this the first time you recall noticing
17 an issue with the leak in the basement?

18 A. Yes, I believe so, maybe. Yeah. Yeah, I
19 -- I mean, you're asking me -- you're asking me --
20 you're asking me something that my wife wrote to
21 Rick.

22 Q. No, I'm not asking you that. I'm asking
23 is May 21, 2017 the first time you recall noticing a
24 leak in the basement? I'm showing you --

25 A. Maybe, I don't know. I mean, maybe if I

Joseph Brandon Epps

1 went back and looked at the dates -- I don't know,
2 but maybe, yes.

3 Q. I'm showing you the e-mail, so you
4 understand where I'm getting the date May 21st from,
5 so that's why I'm showing you the e-mail. So do you
6 recall seeing any leaks in the basement prior to
7 this date?

8 A. The sewage flooded, I don't know when.

9 Q. I'm referring specifically to the roof in
10 the basement that's stated here. Do you recall
11 that? Anything prior to this date?

12 A. No, not that I know of or that I can
13 remember anyway.

14 Q. Do you think that if you had noticed
15 something prior to May 21st, to a roof leaking in
16 the basement prior to May 21st, 2017, you would have
17 alerted Rick to it?

18 A. Yes, or Courtney would have, one or the
19 other.

20 Q. And then this is Exhibit -- is that 23?

21 MS. HINSON: Yes.

22 EXAMINATION RESUMED BY MR. BACH:

23 Q. That's Exhibit 23 to Courtney Epps'
24 deposition. And again, I'm showing you this e-mail
25 so that you understand why I'm using the date June

1 4th, 2017. This is an e-mail from Courtney to Rick
2 stating that -- on June 4, 2017 stating that, "The
3 wood in the guest bathroom is raised up and seems to
4 be wet." Do you see that?

5 A. Yes, I do.

6 Q. Is this the first time you guys noticed
7 the wood in the guest bathroom being raised up and
8 wet?

9 A. I don't know. I may have told Courtney
10 about it prior to that and she's just gotten around
11 to e-mailing, I don't know, maybe.

12 Q. You think it would have been around that
13 time period?

14 A. Maybe, I'm not sure. I don't know, maybe

15 Q. It then says, "Brandon thinks that the
16 toilet seat is leaking." Do you think she meant
17 seal or you meant seal?

18 A. Yes.

19 Q. Why did you think that?

20 A. Just kind of looked like that it was
21 underneath the toilet. It was --

22 Q. Did you observe water coming out from the
23 seal of the toilet?

24 A. I don't think so.

25 Q. So you didn't observe any water, it was

Joseph Brandon Epps

1 just your assumption, based on the location of the
2 wet area in the bathroom?

3 A. Yeah, I don't know. Yeah, that's just
4 what it appeared to look like to me.

5 Q. And then it says, "When can we expect
6 someone to come fix the downstairs?" Do you see
7 that. It's the third sentence.

8 MS. HINSON: Are you on 23?

9 MR. BACH: I'm still on 23.

10 THE WITNESS: Oh, yes. Sorry.

11 EXAMINATION RESUMED BY MR. BACH:

12 Q. At that date and time, June 4, 2017, what
13 needed to be fixed in the downstairs?

14 A. I believe it was the ceiling. I believe
15 the ceiling -- at this point in time, the ceiling
16 was just sitting there sagging and full of water.

17 Q. What do you recall observing about the
18 ceiling? What do you recall seeing?

19 A. It was wet Sheetrock. It had gotten wet,
20 and drooped down some, and it was all over in
21 different places.

22 Q. Was the water spreading at all, could you
23 tell?

24 A. It was on the inside of it. The paint
25 would be saturated, and the paint would drop down,

1 and there was a little droplet where a big huge
2 bubble of water was at.

3 Q. Did it look like the damaged area of the
4 roof was expanding, I guess, is what I'm asking?

5 A. I don't know.

6 Q. Did you-all call anyone to come check it
7 out?

8 A. No.

9 Q. Did you call anyone to come check out the
10 toilet?

11 A. No, we went to Rick first, it looks like.

12 Q. Do you recall when the first time somebody
13 came out to fix the basement was?

14 A. All right. When you say "fix," what do
15 you mean by fix?

16 Q. Or to address the concerns in the
17 basement. I'm not going to get into a dispute about
18 fix or not fix. The first person to come out and
19 look at the basement.

20 A. I'm just saying because somebody came out
21 like weeks afterwards, I'm not sure when, but it was
22 weeks after we told Rick about it.

23 Q. It was weeks after?

24 A. I believe so, because I kept asking
25 Courtney about it.

Joseph Brandon Epps

1 Q. And so are you saying weeks after May
2 21st?

3 A. Yeah, I guess.

4 Q. Do you remember who came out to look at
5 it?

6 A. I think it was Rick and Paul.

7 Q. All right. And then what did they do?
8 What was initially done about it?

9 A. It seems like they said it needed to be
10 torn out and fix -- the leak was going to have to be
11 fixed and redo it.

12 Q. So what did they do?

13 A. That day?

14 Q. Just in that time period. So you-all
15 called Rick, said that there's a leak in the
16 basement May 21st, 2017. I think we've established
17 eventually, somebody came out to look at it. What
18 did they do?

19 A. They looked at it.

20 Q. Okay. And then what?

21 A. Weeks -- some more time goes by. I'm not
22 exactly sure, but some more time goes by, possibly
23 weeks, and a guy shows up one evening about seven
24 o'clock and says he's there for demolition, and I
25 don't even know who he worked for. I believe he

1 worked for Paul Fazzone. He started ripping -- he
2 started ripping the Sheetrock out and piling it up
3 on the floor in that room.

4 Q. In the basement?

5 A. (Witness nodding head.)

6 Q. And then what?

7 A. Well, he was going to leave it there. He
8 came and told me that he had finished ripping
9 everything out, and that he had a pile of Sheetrock
10 and that he didn't know what to do with it, and
11 asked me what I wanted him to do with it, and I told
12 him I didn't know. And we went downstairs and I saw
13 this enormous pile of Sheetrock about the size of
14 this table, and I told him he couldn't leave it
15 there. So he took it and hauled it outside and by
16 the curb, which I didn't know at the time couldn't
17 even be picked up. The city wouldn't pick it up
18 because it was construction materials. He had a
19 little car and he couldn't haul it.

20 Q. When they took the Sheetrock down, was it
21 on the ceiling, or on the walls, or both?

22 A. I think it was just the ceiling. I can't
23 remember if they took some down on the wall in the
24 closet or not. I think it was just the ceiling
25 maybe, I don't remember.

1 Q. Did someone eventually come get the
2 Sheetrock off the street?

3 A. Yes.

4 Q. How long was it out there?

5 A. The neighbors started complaining.

6 Q. How long was it out there?

7 A. A long time.

8 Q. Two weeks, three weeks?

9 A. Long enough to kill the grass permanently.
10 They laid it in the grass, and it killed the grass.

11 Q. Permanently?

12 A. Yeah, I mean, like it was -- all that
13 section was dirt, so it took about -- I tried to
14 work with it for a while to try to get the grass to
15 grow back.

16 Q. So what happened next? Did somebody come
17 and repair the hole?

18 A. Yeah, I believe that -- yeah. I believe
19 -- I mean, there was a series of guys out there. I
20 mean, no, it seems like they left it open for --
21 well, no -- and it -- and I have such a hard time
22 remembering stuff back then, just because of the
23 whole thing. But it seems like I know they left it
24 open for an amount of time, for maybe a couple
25 weeks, and we couldn't use it. And finally, they

1 came back and started making some repairs to it.

2 Q. Okay. When they came back and made
3 repairs, do you know, did they try to figure out the
4 source of the leak?

5 A. I don't know.

6 Q. Did you watch them do any of their work?

7 A. No.

8 Q. At some point in time, was the hole
9 patched where they had taken out the Sheetrock?

10 A. Repaired?

11 Q. Right.

12 A. Yeah. Yeah, eventually they put it all
13 back.

14 Q. Did you talk to any of the people who were
15 out there doing any of the repairs?

16 A. I don't remember.

17 Q. You don't remember talking to anybody out
18 there?

19 A. There was one guy that wanted us to leave
20 the basement door unlocked so they could kind of
21 come and go. I know I would go check in the
22 evenings and see if he was -- because he would come
23 and he would work in the evening. I mean, I don't
24 -- I mean, I don't remember a conversation. I mean,
25 I could have, but I don't remember, other than just

Joseph Brandon Epps

1 general coming and going and stuff sometimes.

2 Q. Did you ever talk to anybody from GS
3 Plumbing about the issues with the sewer pump?

4 A. I might have, I don't remember GS
5 Plumbing.

6 Q. Did you ever talk to anybody about the
7 sewer pump having an issue with grease building up
8 in it?

9 A. I don't think so, no. I don't remember.
10 I remember that being some sort of an issue that
11 came back, but I don't remember talking to somebody
12 about grease. But at the same time, I don't -- I
13 don't use grease, so -- I don't deep fry anything,
14 so I don't use grease.

15 Q. Have you ever heard of the name of a
16 product called BioSmart? Do you remember anybody
17 talking to you about that?

18 A. I don't remember -- I think I know what
19 you're talking about. This guy gave me something
20 that he said it was like that stuff you buy at
21 Walmart, RID-X in a liquid form. And he said that
22 it would help that sewer pump out. It would help
23 break down toilet paper and stuff if you dumped it
24 in there, I remember that. I think that's what
25 you're talking about.

Joseph Brandon Epps

1 Q. Okay.

2 A. But I remember him telling me about --
3 telling me about that, and I think he said I was
4 supposed to do it once every week, or something, or
5 once a month -- once a month, I think.

6 Q. Were you there when the toilet in the
7 guest lavatory was pulled up?

8 A. I don't remember.

9 Q. You don't remember being there, is that
10 what you said?

11 A. I don't remember if I was there when it
12 was pulled up. I don't think so.

13 Q. Do you recall seeing what was under the
14 toilet in the guest lavatory after it was pulled up?

15 A. I don't remember.

16 Q. I'm going to hand you what was marked as
17 Exhibit Number 29 to Courtney Epps' deposition. If
18 you flip with me to the last -- second to last page
19 of that document, it's an e-mail from Rick, and it's
20 addressed to you and Courtney, and it says, "Your
21 September rent is late." Do you see that?

22 A. Uh-huh.

23 Q. Was you-all's September 2017 rent late?

24 A. I don't know.

25 Q. Would you defer to Courtney on that?

Joseph Brandon Epps

1 A. Yes.

2 Q. It also says, "You have an arrearage." Do
3 you know what an arrearage is?

4 A. Yes, but go ahead and clarify it for me.

5 Q. Okay. Just that there was past due
6 amounts that were still owed which needed to be
7 addressed. Were you aware of or did you have any
8 input into paying the arrearage?

9 A. No.

10 Q. And then he also said, "I've attached a
11 lease extension for an additional year." Do you see
12 that?

13 A. Yes.

14 Q. Had you and Courtney discussed signing a
15 lease extension?

16 A. I don't think we had discussed one. I
17 know Rick got frustrated about having to pay for the
18 ceiling, and like the next week he came back and
19 sent Courtney something about the rent going up, but
20 we hadn't really discussed it.

21 Q. If you look back at Exhibit 1 to Courtney
22 Epps' deposition, it has a term there. What's that
23 -- it says, "Beginning." When did this lease begin?

24 A. February 1st, 2016.

25 Q. When did the lease end?

1 A. January 31st, 2017.

2 Q. Are you familiar with the term "holdover
3 tenant"?

4 A. No, I'm not.

5 Q. As of September of 2017, were you-all on a
6 month-to-month tenancy, do you know?

7 A. I don't know.

8 Q. Was there anything that obligated you to
9 sign a lease extension?

10 A. Time constraint.

11 Q. What do you mean?

12 A. We were leaving to go on a cruise, and we
13 had talked to Rick about going on a cruise. And he
14 sent us a -- I know he sent us some paperwork, and
15 we were leaving like the next day for five days.
16 And he sent -- he e-mailed and said it had to be
17 done within five days or we had to get out.

18 Q. Well, let me ask you this. Did you --
19 well, first of all, you're saying that was in an
20 e-mail where he said five days or you have to get
21 out?

22 A. Maybe, I don't know. I know it was
23 absolutely rush. We didn't have time to look at
24 anything.

25 Q. Did you guys sign a lease extension?

1 A. I believe so, yeah.

2 Q. Did Rick Dreskin force you to sign a lease
3 extension?

4 A. I thought it was a new lease, but honestly
5 --

6 Q. Well --

7 A. -- because they took Kathy off and put me
8 on.

9 Q. Well, your attorney has made it abundantly
10 clear you don't know anything about legal documents
11 one way or the other, so I'm going to call it a
12 lease extension. You-all can disagree later. But
13 my question is, did Rick Dreskin force you-all to
14 sign a lease extension?

15 A. No, not so much with a gun at our head.
16 But I mean, it was -- it was a real time issue that
17 we tried to...

18 Q. Was there anything that prevented you-all
19 from moving out of the house in August of 2017?

20 A. I don't know.

21 Q. Can you think of anything?

22 A. I don't know.

23 Q. What do you mean, you don't know?

24 A. I don't know if there was anything that
25 would have prevented me from moving out, I don't

1 know.

2 Q. So you don't know of anything that would
3 have prevented you from moving out, is that what
4 you're saying?

5 A. Right, I don't know actually.

6 Q. And you agree with me that you and
7 Courtney could have chosen not to sign a lease
8 extension, if you wanted to?

9 A. I guess we could have chosen.

10 Q. If you look at the e-mail just above that,
11 you replied to Rick and you said, "Is the house
12 going to be fixed by October 1 if we go forward with
13 this lease." Do you see that?

14 A. Yes.

15 Q. Okay. And then he replied and said, "What
16 do you want have wanting fixing other than the floor
17 and the utility lavatory?" Do you see that?

18 A. Uh-huh.

19 Q. Is that a yes?

20 A. Yes.

21 Q. And then you replied and you gave him the
22 additional issues you wanted addressed. Can you
23 tell me what those were?

24 A. Is it in here? So you're wanting me to
25 read this?

Joseph Brandon Epps

1 Q. You can either read it or you can just
2 tell me what the issues were. When Rick said --

3 A. What you're asking me, these are three
4 additional things to them fixing the bathroom floor.

5 Q. All right.

6 A. You know, with the -- in the basement.

7 Q. Let me just ask you and tell me if I'm
8 wrong. He asked you what you wanted repaired, as of
9 September 6th, other than utility lavatory. So you
10 got the guest lavatory. And then you replied and
11 said, "The toilet in the bathroom that wouldn't
12 flush. The master bedroom has a water faucet that
13 drips hot water."

14 A. Right.

15 Q. "The microwave over the stove still needs
16 to be replaced."

17 A. Correct.

18 Q. And, "The back deck is a growing concern,"
19 correct?

20 A. Yeah, it had a big hole in it. Yeah.

21 Q. And those are the issues that you wanted
22 him to address before you wanted to move forward
23 with re-signing the lease?

24 A. In this e-mail, yeah, but we were -- he
25 was already supposed to be fixing the plumbing

1 stuff.

2 Q. What?

3 A. Whatever the plumbing issues were with the
4 leak, and the floor, and the sink, that was already
5 in -- that was already in motion.

6 Q. Are you saying that that had not been
7 fixed as of that date?

8 A. No, the floor still had not been fixed.

9 Q. In the guest lavatory?

10 A. Yeah, it was growing every day.

11 Q. So the floor in the guest lavatory hadn't
12 been fixed, which we talked about. That was one of
13 the issues I just listed. And then the other issues
14 are the ones I just described, correct?

15 A. This says the toilet will not flush. You
16 said the toilet will not -- the toilet in the
17 bathroom will not flush. That was the additional --
18 that was additional to the floor.

19 Q. Right.

20 A. Okay.

21 Q. And so were the other issues, right? You
22 had four issues you'd like addressed at that point
23 in time, right?

24 A. That's correct.

25 Q. So he asked you what's wrong with the

Joseph Brandon Epps

1 house that you want fixed before you sign the lease,
2 and this is what you-all responded, right?

3 A. Right.

4 Q. Then he responded directly to you that
5 same day and he said, "Internal plumbing is
6 basically tenant's responsibility." Do you see
7 that?

8 A. Yes, I do.

9 Q. Okay. Did you-all do anything to address
10 the internal plumbing?

11 A. I did not.

12 Q. The issues that you identified that were
13 internal plumbing, did you-all do anything to
14 address that?

15 A. I had not.

16 Q. Did you-all discuss purchasing the house
17 around this same time period, do you remember?

18 A. Yes.

19 Q. Okay. And did you ask about instead of
20 doing a lease modification, maybe doing some sort of
21 owner financing to purchase the house?

22 A. I don't think I did. I think I talked to
23 my wife and she asked him.

24 Q. All right. And was the price just too
25 high?

Joseph Brandon Epps

1 A. Yes, sir. I think he verbally told us he
2 would take \$225,000 or \$250,000 or something like
3 that when we first moved in, then he went up
4 \$200,000.

5 Q. And was that price too high?

6 A. I didn't think the house was worth it, no.

7 Q. And you-all didn't want to pay \$420,000 to
8 purchase the house, right?

9 A. Not for that house, no.

10 Q. And then instead of doing that, you
11 executed a lease extension, is that right?

12 A. I feel like that was the first time I had
13 a lease, but yes.

14 Q. What do you mean, the first time you had a
15 lease?

16 A. That was the first time I was on the
17 lease, but yes, it was in October.

18 Q. The first time you were on the lease,
19 because that was your choice, right? You could have
20 been on the original lease, right?

21 A. I guess I could have.

22 Q. And wrapping up this microwave issue, here
23 is the e-mail -- I think you said -- this is Epps
24 31, Courtney Epps' deposition Exhibit Number 31.

25 This is an e-mail that you sent to Mr. Dreskin where

1 you forwarded him several links to various
2 microwaves. Do you see that?

3 A. Yes.

4 Q. Is this the e-mail that you were referring
5 to earlier about sending him links for microwaves
6 from Amazon?

7 A. Yes.

8 Q. When did you-all vacate the house?

9 A. I don't remember.

10 Q. Do you recall what month it was?

11 A. I think it was October.

12 Q. Of 20 --

13 A. I think, I don't remember.

14 Q. October 2017?

15 A. Yeah, that's been almost two years now. I
16 don't remember.

17 Q. Why did you-all move out of the house?

18 A. Because we discovered that the house was
19 uninhabitable.

20 Q. Who told you that?

21 A. A mold -- Brent at MIT.

22 Q. Brent Horton?

23 A. Yeah,

24 Q. When did he tell you that?

25 A. After he did an inspection on the house.

Joseph Brandon Epps

1 Q. Did you talk to Brent at all when he was
2 doing his inspection?

3 A. I don't know if I talked to him. I know I
4 took him and showed him places. I know he asked me
5 -- he asked me where the areas of our concern were,
6 and then he went and looked at that. And then he
7 explained to me he was going to do a whole house
8 inspection, and then outside and inside.

9 Q. Okay. And then what did he tell you?

10 A. He didn't tell us anything that day. He
11 sent a report back, and then he called me.

12 Q. He called you?

13 A. Well, I don't know if he called Courtney
14 first. I don't know.

15 Q. What do you remember him telling you about
16 it?

17 A. That the load levels in the downstairs
18 room were really, really, really high. I don't
19 remember the exact numbers, they were just really,
20 really, really high. And that we didn't need to be
21 in there, and we didn't need to be breathing it, and
22 that something needed to be done.

23 Q. Did you-all pay for the mold inspector to
24 come out?

25 A. Yeah.

Joseph Brandon Epps

1 Q. And when he came out and did his testing,
2 and then told you that the mold levels were
3 extremely high, was that the first you learned of
4 the dangerously high mold levels?

5 A. Yeah, I didn't know anything about mold.
6 I didn't know anything about mold up to that point.

7 Q. Had you been feeling sick prior to getting
8 that report?

9 A. Yeah.

10 Q. What was wrong?

11 A. I had been congested. I couldn't breathe
12 through my nose for quite some time.

13 Q. Was that the first time you had ever had
14 any problem with your sinuses?

15 A. Yeah, I mean, other than a cold or
16 something like that. Yeah. I mean, I just got this
17 and it wouldn't go away. I mean, it would not go
18 away. I started -- I lost energy, I didn't have any
19 energy. I had brain fog, I couldn't remember
20 things. Like I couldn't remember to do things, and
21 it just wasn't -- whatever was going on, it wasn't
22 --

23 Q. When did that start? Was that a few weeks
24 prior to the guy coming?

25 A. I don't really know. No, I mean -- no,

Joseph Brandon Epps

1 this is -- this went on -- this went on over the
2 period of time that we lived in that house, and only
3 realizing, looking back on that, how my health and
4 everything deteriorated while I was there.

5 Q. Okay. So you're saying that the issues
6 with your sinuses and what you just described
7 started when you moved into the house?

8 A. I don't know, I don't have an exact date.
9 I mean, I don't know, but I know that over the
10 course of the period of time when I was at that
11 house, that's when my problems started happening,
12 and that's when these things started occurring.

13 Q. The first time that you visibly saw mold
14 in the house was after the leak in the ceiling,
15 correct?

16 A. I don't know.

17 Q. Do you think you would have reported
18 seeing mold in the house to Rick if you had seen it
19 before that date?

20 A. Yes and no. And the reason behind that is
21 because I had no education. And then, like I told
22 you before, I did not know anything about mold. I
23 mean, I knew what mold was, but I didn't know -- I
24 was aware of -- I had heard the word and the
25 terminology "black mold." After we had another

Joseph Brandon Epps

1 inspection on the house, I was then -- the inspector
2 was showing -- after their inspection, took me and
3 showed me other places in the house that had mold
4 that I had no idea that it was mold.

5 Q. Which inspector was that?

6 A. It was a lady. I don't remember what
7 company she was with.

8 Q. A lady?

9 A. Uh-huh.

10 Q. Is that a yes?

11 A. Yes. I don't remember what company she
12 was with, but she took me around and showed me the
13 -- she would tell me -- you know, she was like,
14 "This is mold," because I didn't know. And she took
15 me down in the basement and showed me places where
16 there was mold growing on the exposed rafters.

17 Q. Did she produce any kind of report?

18 A. I don't remember. It was -- I think she
19 came there to give us an estimate on remediation.

20 Q. So it was the person who gave you the
21 estimate on remediation?

22 A. We had several, I don't remember.

23 Q. You-all had several estimates for
24 remediation?

25 A. Yeah, we called several companies to get

1 several people -- we called several companies -- I
2 wanted to get it remediated. I called several
3 people.

4 Q. Did you get several estimates?

5 A. I don't know how many. I don't know -- I
6 mean, I know -- I don't remember the names of the
7 companies. I know that we were gonna get an
8 estimate from one company, and I can't remember the
9 name of them, I would have to go back and look, and
10 they never gave us an estimate. And I called Dan,
11 and he came out and gave us an estimate. I don't
12 remember -- I don't remember from there.

13 Q. Have you identified or provided all of the
14 estimates or people who performed estimates in this
15 case?

16 A. I don't know. I assume so, yeah.

17 Q. So just to make sure I have the sequence
18 of events, Brent Horton came out and inspected the
19 property and found mold, right?

20 A. Uh-huh.

21 Q. Is that a yes?

22 A. Yes.

23 Q. That's the first time you learned that
24 there was mold in the house?

25 A. Yes. Well, that's the first time I was

1 introduced to it, yeah.

2 Q. That you became aware of it?

3 A. Yes.

4 Q. You then had somebody come out and
5 estimate what it would cost to remediate the mold
6 condition, right?

7 A. Correct.

8 Q. And that person took you around and showed
9 you --

10 A. There's a series of events there that I
11 don't -- a timeline that I don't know exactly how we
12 did what, you know, but go ahead.

13 Q. That showed you areas of the house that
14 had mold in it, is that right?

15 A. Well, they came out and gave -- and did a
16 remediation -- they came out and gave us an estimate
17 on the remediation. And after the estimate -- after
18 she gave us an estimate, then she -- no, excuse me.
19 She was going to do the quote, and then take it back
20 to -- I think it was her. But anyway, she was going
21 to go back, and she showed me all the -- she -- we
22 walked and she showed me the different places in the
23 house, and told me about mold can grow everywhere,
24 and this is mold right here. And she took a light
25 and she shined on it, because ordinarily when you

1 walk in in soft white, you wouldn't see it. But she
2 took a flashlight and -- a LED light and shined it
3 on there, and you could see this white stuff. And
4 she said, "All that white hairy stuff is mold."

5 Q. Do you think all mold is dangerous?

6 A. I don't know. I know there's -- I don't
7 think all mold, if you're going to classify it as
8 all. I don't think all people are dangerous, but
9 some of them are. But no, all mold is not
10 dangerous, but some mold is very dangerous. And
11 some mold is very dangerous to some people, very
12 dangerous to some people.

13 Q. Do you think that there is mold in most
14 basements in the South?

15 A. No.

16 Q. You don't?

17 A. In most basements, no, I don't think most
18 basements have mold in them.

19 Q. Do you think there is mold in most spaces
20 in most rooms in the South?

21 A. No.

22 Q. Do you think there's mold in this office
23 currently?

24 A. I don't know.

25 Q. Have you ever had anyone tell you that

1 mold is ubiquitous?

2 A. I think I read that in an e-mail from
3 Rick.

4 Q. Do you know what that means?

5 A. No. Enlighten me.

6 Q. It means it's everywhere. Do you agree
7 that mold is everywhere?

8 A. I don't know. I'm not really -- you know.

9 MS. HINSON: Adam, if you think this is
10 going to be going for a little while, let's
11 just take a lunch break.

12 MR. BACH: I've got maybe 40 minutes.

13 MS. HINSON: Yes.

14 MR. BACH: Do you want to take a break?

15 MS. HINSON: Yes.

16 (Whereupon, a luncheon recess was taken.)

17 EXAMINATION RESUMED BY MR. BACH:

18 Q. So we were talking about the Discovery of
19 mold in your house in October of 2017. And then we
20 talked about that the timeline, or as best you can
21 remember, or somebody came, and inspected, and told
22 you there was a dangerous level of mold, that was
23 Brent Horton. And then you had somebody come in for
24 remediation, and they pointed out other areas to
25 you, is that correct?

Joseph Brandon Epps

1 A. Yes.

2 Q. And then I think I asked you when you-all
3 moved out, previously. Do you recall when you moved
4 out?

5 A. I don't remember it, no. I don't remember
6 the exact day.

7 Q. And this was marked as Exhibit 38 to Ms.
8 Epps' deposition. At some point in time, were you
9 represented by Alexander Buergey of Merritt Webb
10 Wilson and Caruso?

11 A. It was -- he's an attorney with Legal
12 Shield, I think.

13 Q. Okay. And did you-all ask him to write
14 this letter on your behalf?

15 A. Yeah, we asked him to write a letter.

16 Q. Was there any response to this letter, do
17 you recall?

18 A. I don't know.

19 Q. Do you recall hearing from Mr. Epps again,
20 or did he communicate with you directly about the
21 mold issue?

22 A. Mr. who?

23 Q. I'm sorry. Mr. Dreskin.

24 A. Not with me, no.

25 Q. Did you talk to Paul Fazzzone or any of Mr.

Joseph Brandon Epps

1 Dreskin's agents or people -- independent
2 contractors who came out there to look and repair
3 the toilet in the lavatory?

4 A. All right. So Paul Fazzone or anybody, is
5 that what you're saying?

6 Q. Yes.

7 A. I believe I talked to one of his -- I
8 believe it was the same guy that came out that tore
9 the stuff out of the basement, I believe he came out
10 and talked to me.

11 Q. Was that Paul Fazzone, do you know? Do
12 you know who Paul Fazzone is?

13 A. Yeah. No, it wasn't Paul.

14 Q. When did the guy who tore the stuff out of
15 the basement come and talk to you?

16 A. When he came out to work on the toilet.

17 Q. He came out to work on the toilet, too?

18 A. Yeah, I think so. Yeah, I think so.

19 Q. So sometime in October, did somebody come
20 out and work on repairing the toilet?

21 A. If you want to narrow it down to October,
22 I don't know, like I don't remember that it was
23 October.

24 Q. Well, let me tell you why I'm asking if it
25 was in October. Because you sent an e-mail that we

1 just looked at with the issues that were still
2 outstanding in the house. One of them was the floor
3 in the lavatory and the toilet in that lavatory, and
4 that was at the end of September. So if somebody
5 came out, it seems like it would have been after
6 that. So sometime after September 26th, I think,
7 was the date of that e-mail?

8 A. Yeah, I mean, I just don't remember the
9 exact, you know, dates. I know somebody came out
10 and worked on the toilet that was represented by
11 Paul.

12 Q. It was somebody who came out at Paul's
13 request, do you think?

14 A. I don't know if it was Paul or Rick. I
15 was under the impression that Paul and Rick were
16 hand-in-hand.

17 Q. Do you think that as of the date of that
18 letter, had you-all moved out of the house yet, do
19 you know?

20 A. I don't remember. I mean, I would just
21 have to go back and look. I mean, I know our stuff
22 was still there.

23 Q. And I'm going to hand you what was marked
24 as Exhibit Number 37 to Courtney Epps' deposition.
25 If you flip to the second page, it's an e-mail from

1 Brent Horton to you. Do you see that?

2 A. Uh-huh.

3 Q. Is that a "yes"?

4 A. Yes.

5 Q. And it looks like he's forwarding you the
6 lab reports from SEEML, is that correct?

7 A. Yes.

8 Q. So was October 16, 2017, when he forwarded
9 you these lab reports, when you-all discovered the
10 high levels of mold in the basement?

11 A. I believe so.

12 Q. All right. And then it looks like you
13 forwarded that to Courtney the next paragraph up,
14 and then Courtney responded and asked when somebody
15 would be coming out to fix that issue. Do you see
16 that?

17 A. Yes.

18 Q. And then she said, "You will be receiving
19 another letter from my attorney in response to your
20 e-mail." Do you see that?

21 A. Yes.

22 Q. Okay. And then on October -- this was
23 Exhibit Number 39 to Courtney Epps' deposition. And
24 then the next day -- this is October 18 -- there's
25 another letter from that same law firm saying he was

1 writing on behalf of Mr. and Mrs. Epps concerning
2 the mold issue. Do you think this is the letter
3 she's referencing here, the second letter from an
4 attorney?

5 A. I don't know.

6 Q. Are you aware of any other letters from
7 any other attorneys during this time period?

8 A. We have a lot of different attorneys.

9 Q. Are you aware of any other letters from
10 any other attorneys at this time period?

11 A. I don't know.

12 Q. So you told me just a minute ago that
13 these folks were representing you-all through Legal
14 Services or through a legal insurance company,
15 correct?

16 A. Yes.

17 Q. And they sent one letter, the one we just
18 looked at?

19 A. Correct.

20 Q. And then your wife said on October 17 that
21 you would be receiving a second letter, that's what
22 I think she means by "another." And then the next
23 day, that letter shows up. So do you think it's
24 safe to assume that she's referring to these
25 attorneys in that letter?

1 A. I don't know.

2 Q. You have no idea? It could be another
3 attorney that's never been identified or any
4 documents produced, is that what you're saying?

5 A. I'm not saying that. I don't know what my
6 wife is referring to.

7 Q. Who do you think she's referring to?

8 A. I don't know, I already said that. I
9 don't know.

10 Q. Just no idea? Is that what that means,
11 the shoulder shrug, no idea?

12 A. I don't know. Should I say that again?

13 Q. No, just curious. You have no idea?

14 A. I don't know. It's not my e-mail, it's
15 not my correspondence, I don't know.

16 Q. Do you and your wife talk on a daily
17 basis?

18 A. Yes.

19 Q. Do you think you would have talked
20 sometime around that time period from October 12 to
21 October 17?

22 A. We could have.

23 Q. Do you think if you had an attorney
24 sending letters on your behalf about the mold issue
25 that is making you sick, you would have known about

1 it?

2 A. She may have told me about it, she may not
3 have. It's not -- we don't sit down and go over a
4 schedule of events for the day and explain
5 everything to each other. If she's acting on my
6 behalf, I allow her, if I'm acting on her behalf.

7 Q. I'm sorry. What was the last --

8 A. I said, if I'm acting on her behalf or
9 she's acting on my behalf, then we allow it.

10 Q. So just to make sure I'm clear about your
11 testimony, you don't know if your wife had an
12 attorney send a letter on your behalf concerning a
13 mold issue you claim made you sick at any time
14 between October 12th and October 17th?

15 A. I know there were letters sent. I don't
16 know that I ever read the letters or was involved in
17 necessarily the conversation that took place to send
18 the letters back and forth.

19 MS. HINSON: And, Adam, just for my
20 purposes, are you asking if he knows about this
21 letter, is that what you're saying?

22 MR. BACH: I'm just asking if he thinks
23 when she said that, "I'm going to have my
24 attorney send another letter," if she's
25 referring to these two letters. That's all I

1 want to know.

2 MS. HINSON: Okay.

3 EXAMINATION RESUMED BY MR. BACH:

4 Q. And your answer is?

5 A. You're asking me what my wife thinks. I
6 don't know.

7 Q. I'm just asking if you think she was --
8 I'm asking what you think. What do you think? Do
9 you think she's referring to these two things?

10 MS. HINSON: Objection.

11 THE WITNESS: I'm not sure.

12 EXAMINATION RESUMED BY MR. BACH:

13 Q. Sure enough. So October 16th, 2017, if
14 you look at the first page here -- this is still
15 looking at Exhibit 37 -- is an e-mail from Courtney
16 Epps to you and Rick Dreskin and it says, "The
17 ceiling in the basement is leaking again." Do you
18 see that?

19 A. Yes.

20 Q. Okay. "As I warned you last week, there
21 is still water or leaks somewhere." Do you see
22 that?

23 A. Yes.

24 Q. When she sent this e-mail, do you think
25 you-all were still living there?

Joseph Brandon Epps

1 A. We could have been, I'm not -- I would
2 have to go back and look when we started paying for
3 hotel rooms, I don't know.

4 Q. Is that something that you-all still have
5 a record of?

6 A. I'm sure my wife has got it.

7 Q. So you-all could get back and identify
8 when you started paying for hotel rooms?

9 A. We should be able to.

10 Q. When you saw the water in the basement
11 both the first time and this time, do you recall
12 seeing a leak in the basement a second time?

13 A. All right. So when I saw the water in the
14 basement, you're asking me am I seeing water or am I
15 seeing a leak?

16 Q. Well, I understand that you disclaim any
17 knowledge whatsoever of anything that your wife had
18 any knowledge of, so I'm sure your answer to this
19 question would be "I don't know."

20 MS. HINSON: Objection.

21 EXAMINATION RESUMED BY MR. BACH:

22 Q. But your wife seems to be saying here, as
23 I read it, "That the ceiling in the basement is
24 leaking again," which would indicate to me that
25 there is another leak, that's what I would assume.

Joseph Brandon Epps

1 So I'm asking you, did you have knowledge of another
2 leak in the basement? Was there a second instance
3 of a leak in the basement?

4 A. There was a second leak, the same exact
5 thing happened again, the same places.

6 Q. Same spot?

7 A. It started in the same spot.

8 Q. And that was in the ceiling in the
9 basement?

10 A. Correct.

11 Q. And then would the ceiling drip onto the
12 floor? Is that how it would work?

13 A. Uh-huh.

14 Q. So you-all would see it on the floor,
15 because it was dripping from the ceiling?

16 A. You could see the ceiling hanging down,
17 the paint. It created a big bubble.

18 Q. The second time here in October 2016, did
19 it take the paint and create a bubble again? Was it
20 the same type thing?

21 A. I believe so.

22 Q. All right. And the floor that was wet
23 underneath it, that's because it was dripping onto
24 the floor, is that correct?

25 A. Yeah, I believe so.

Joseph Brandon Epps

1 Q. Is that what you observed?

2 A. Yeah, I put a trash can underneath it.

3 Q. Because it was dripping?

4 A. Right.

5 Q. When you put a trash can underneath it,
6 did the floor dry up?

7 A. I don't know. I think we left or -- I
8 don't know.

9 Q. How about the first time when the water
10 was dripping on the floor and you put a trash can
11 underneath it? Did the floor dry up?

12 A. I mean, yeah, I think so, but I think I
13 had several trash cans trying to -- all over the
14 place.

15 Q. So as you-all caught the leaks, it would
16 dry up the floor?

17 A. Yeah, I believe so.

18 Q. The reports we have been referring to, I'm
19 going to hand you what was marked as Exhibit 49 to
20 Courtney Epps' deposition. This is a report from
21 MI&T Mold Inspection And Testing, and it's from
22 Brent Horton, and it's dated October 11, 2017. Is
23 this the report we have been referring to, the first
24 report issued by Mr. Horton to you-all?

25 A. Yes.

Joseph Brandon Epps

1 Q. Did you look this report over when you
2 first received it?

3 A. Yes, I did.

4 Q. Did you ask any questions about it?

5 A. Yes, I didn't understand it, so yes, I
6 did.

7 Q. Okay. What did he explain to you about
8 this report? What did it show?

9 A. I don't remember our exact conversation.
10 He just showed me different levels of what was going
11 on in the house, and the air quality in the house,
12 and the spore count -- mold spore count in the
13 house.

14 Q. Okay. If you'll flip with me to the third
15 page, it has "General Observations." Did he talk to
16 you about what he observed in the house?

17 A. I believe we went over it. He just kind
18 of read some of this stuff off to me.

19 Q. Did you review what he observed in the
20 house?

21 A. I mean, I read over it.

22 Q. Did you ask him any questions about what
23 he observed in the house?

24 A. I think it was more questions responding
25 to -- once he would tell me something about a

Joseph Brandon Epps

1 certain area or something like that, then I would
2 ask him questions about that. But I didn't ask -- I
3 didn't ask him questions and him respond
4 necessarily. Does that make sense?

5 Q. Right. So if you had a question about an
6 area, you asked him about it? Did you-all walk
7 though this report, like, page by page and go over
8 it?

9 A. I mean, he e-mailed it, and I read it, and
10 then I called and we kind of discussed -- he kind of
11 told me about what it was so I would understand.

12 Q. Okay. If you look down at "Additional
13 Notes" down there at the bottom, it says, "I was
14 told the GC contractor pulled out moldy Sheetrock in
15 the basement and restored the basement." Do you see
16 that.

17 A. Yes.

18 Q. Did you tell him that?

19 A. Yes, I did, I believe. I believe I told
20 him.

21 Q. And then it noted an elevated spore count
22 in the man cave, and then it's got some pictures on
23 here?

24 A. Uh-huh.

25 Q. The one on the left there, is that a

1 picture of the, quote/unquote, man cave?

2 A. Uh-huh.

3 Q. Is that a yes?

4 A. Yes.

5 Q. And then if you flip to the next page, is
6 that a picture of the floor of the guest lavatory?

7 A. I believe so, yeah.

8 Q. If you look at -- it's like page 10. I
9 don't think he's got them numbered. It's the next
10 set of pictures.

11 A. Okay.

12 Q. Is that a picture of the powder room or
13 guest lavatory, those two pictures?

14 A. Yes.

15 Q. Can you tell on the next page, where those
16 pictures are?

17 A. I believe that is in the living room.

18 Q. All right. And the next page, any idea
19 where that is?

20 A. I believe that's in the living room as
21 well.

22 Q. All right.

23 A. I believe. It looks like -- it looks like
24 it.

25 Q. And then the next exhibit I want to look

Joseph Brandon Epps

1 at with you is Exhibit Number 50 from Courtney Epps'
2 deposition. Is this the lab report that was
3 generated from Mr. Horton's initial inspection?

4 A. I believe so.

5 Q. And the lab report, I think we looked at
6 that previous e-mail, is from SEEML, which I think
7 you forwarded, did you review this lab report with
8 anybody at the lavatory, or did you review it with
9 Brent Horton?

10 A. Just Brent.

11 Q. Okay. If you flip with me to the second
12 page there, the "spore Trap Report," do you see
13 that?

14 A. Uh-huh.

15 Q. Is that a yes?

16 A. Yes.

17 Q. Okay. What mold or counts on here were
18 pointed out to you as being concerning?

19 A. I don't remember. I just -- I know he was
20 telling me that the spore counts in the room that I
21 stayed in, the man cave, were extremely high. I
22 don't know what he said was what.

23 Q. Did you use the man cave the most?

24 A. Yes.

25 Q. And then I'm going to hand you what was

1 marked as Exhibit 51 to Courtney Epps' deposition.
2 And then we talked about the timeline. Mr. Horton
3 came out, lab report, and then there was a
4 remediation estimate prepared. Is this the
5 remediation estimate?

6 A. No.

7 Q. What is this?

8 A. This is his thermal images of the house.

9 Q. Did he take you -- when you talk about you
10 went around and somebody shined a light on something
11 and showed you where stuff was, is this the report
12 you're talking about?

13 A. No, he did this while we weren't even at
14 the house that day.

15 Q. Oh, you-all weren't there?

16 A. No, this was part of his report where he
17 took thermal images so you could see the moisture in
18 the rooms, in the walls.

19 Q. Why did he need to do thermal imaging to
20 detect the moisture?

21 A. I'm not sure, it's just something that he
22 does.

23 Q. Did the thermal imaging show you areas
24 where moisture is that you can't see with the naked
25 eye?

Joseph Brandon Epps

1 A. I believe so, but -- you know, he took the
2 pictures and explained what he saw in the pictures.

3 Q. Did he explain to you why he was doing
4 thermal imaging pictures?

5 A. No.

6 Q. When the lady took you around the house
7 and shined something up in the -- and showed you
8 areas of mold, was it any kind of particular light,
9 or was it just a flashlight?

10 A. Just a flashlight.

11 Q. It was just a flashlight?

12 A. Yeah, just a good LED light. I mean,
13 that's about what -- she didn't go into detail as to
14 what was what.

15 Q. I'm going to hand you what's been marked
16 as Exhibit Number 45, and I just want you to take a
17 second and look through it, and then I've got one
18 question for you on it.

19 A. Okay.

20 Q. And actually, I have the same question
21 about this one. This is Epps 45 and 48.

22 A. Okay.

23 Q. Take a look at 48, too. I'll just ask
24 this all at once.

25 A. My stepdad gave me that picture, and he

1 died, the only thing I had.

2 Q. Are the items that are pictured in
3 Exhibits 45 and 48 all items that were left in your
4 home at 618 Garden Rose Court after you-all vacated
5 it?

6 A. All?

7 Q. Right.

8 A. I'm not sure about "all."

9 Q. Okay. Is it possible you-all took some of
10 them with you?

11 A. I'm not sure what we -- I believe we left
12 -- I'm not sure what we -- what we -- what all we
13 did and didn't do.

14 Q. I mean, the reason why I'm asking it this
15 way -- it's not a trick question. It would be
16 easier just to have you flip through and point out
17 anything that you think you took than for me to ask
18 you picture by picture.

19 A. I know that we went in with masks, while
20 Rick was changing the door knobs, and took bags and
21 put some stuff in it, and double-bagged it, and
22 taped it, and put it in a storage building -- small
23 storage building, the absolute essential stuff, but
24 I don't remember what is what.

25 Q. You don't remember specifically what you

1 took?

2 A. No. And we've been waiting to get -- I
3 mean, I haven't been back to that building, so I
4 don't know what's in there, and I don't even have a
5 key for it.

6 MS. HINSON: Objection as to the response.
7 Can you just look through is what he's asking
8 you to do -- can I explain to him?

9 MR. BACH: Yes.

10 MS. HINSON: What he's asking you to do is
11 look through these pictures and see if you know
12 now that you still have this (indicating), do
13 you still have this (indicating), you know, did
14 you take this, or did you leave it there,
15 that's what he's asking. And just kind of go
16 through it.

17 EXAMINATION RESUMED BY MR. BACH:

18 Q. I mean, I can ask you picture by picture,
19 but it would be faster if you just said, "I remember
20 taking this file cabinet, I remember taking this
21 chair, or I left all of them behind." Either way, I
22 just want to know.

23 A. All right. This picture, it might be --
24 it was very important to me, and I hoped and prayed
25 it could be remediated. I believe I may have it

Joseph Brandon Epps

1 taped up in a bag at a storage unit.

2 Q. That's the picture that's shown on Exhibit
3 48?

4 A. Yeah, it matters to me. I don't remember
5 taking any of that (indicating). I don't remember
6 taking any of that (indicating). I don't know why I
7 would take the insulation. No, we did not take that
8 (indicating), filing cabinet. I have no idea about
9 the products. No, I would not have taken those
10 bottles of wine. No, I did not take the headphones.
11 Now, we got another printer, so no. No, we did not
12 take the refrigerator. That's not our microwave.
13 No, I did not take any of the stuff out of the
14 pantry, or the pots and pans, or the dishwasher,
15 which was ours. I did not take the patio furniture
16 or the grill. I don't know what this is
17 (indicating).

18 Q. It was just included by accident.

19 A. Okay. No, we didn't take any of the bath
20 products. No to the bath products. No, I did not
21 take the door that I hand-built. No, I did not take
22 the basketball goal, I don't believe. I didn't take
23 the rackets and I didn't take the football, no.

24 Q. The items that you did take, you said
25 they're still in a storage unit somewhere?

Joseph Brandon Epps

1 A. Yes, I believe. Yeah.

2 Q. Where? Where is that?

3 A. Brushy Creek Storage.

4 Q. Did you-all move any items that were in
5 the 618 Garden Rose Court into the house you're
6 actually currently occupying?

7 A. No, not a thing.

8 Q. After you moved out, when did you next
9 come back to the house, do you recall?

10 A. I don't remember.

11 Q. Your wife testified that she came back to
12 the house to do her business at various times. Did
13 you come with her?

14 A. I don't know. I mean -- we came back to
15 the house -- I don't know. We went and got masks,
16 but back and forth, I don't know.

17 Q. So you think you did go back at least
18 once, more than once?

19 A. Yeah, we went back to the house. Yes.

20 Q. And then do you recall the last time you
21 went to the house?

22 A. It was sometime about Christmas.

23 Q. Around Christmas?

24 A. Uh-huh.

25 Q. Is that when you -- is that when you got

Joseph Brandon Epps

1 the items out that you took to the storage unit?

2 A. I don't know. I don't remember. I
3 thought that was after we went to court for the
4 other thing, for the -- I think that was after when
5 -- after the condemnation hearing.

6 Q. Okay. That was in November. So do you
7 think the last time you went to the house was after
8 that, is that what you're saying?

9 A. Yes, afterwards, because I know I was
10 there after Christmas, because Rick went up there on
11 Christmas Day.

12 Q. How do you know that?

13 A. Because I had gotten an alarm put on
14 there, and the alarm company said we had an
15 intruder.

16 Q. Why did you have an alarm put on there?

17 A. Because I had everything we owned in the
18 place, and I was hoping to -- we were hoping to get
19 it remediated and get it fixed.

20 Q. Did you-all ever -- did you-all ever
21 review the quote for remediation?

22 A. Yeah.

23 Q. Do you know how much it was for?

24 A. I think it was like \$20,000.

25 Q. Did you-all ever try to pay for it, take a

1 lien out to pay for it?

2 A. No, we went and talked to them, but it was
3 -- he put a certain percentage down, and then one
4 week later, you had to -- you had to pay the full --
5 when they were done with it, you had to pay the full
6 balance, and we didn't have that kind of money. I
7 mean, we were trying to live -- no, we didn't try --
8 I didn't try to take a loan out, I couldn't.

9 Q. Did you ever review the second set of lab
10 reports that were obtain from SEEML?

11 A. The second set of lab reports?

12 Q. Right.

13 A. I'm not sure.

14 Q. Were you aware that Mr. Dreskin had SEEML
15 come out and retest the property?

16 A. Maybe after -- maybe through this stuff,
17 but no, I didn't know -- he didn't e-mail it to me
18 or anything.

19 Q. So not at that time, you didn't know?

20 A. No, I didn't.

21 Q. Do you recall Mr. Dreskin ever reporting
22 to you-all that there was not an unsafe level of
23 mold when he had the house tested?

24 A. I know there was something -- that he said
25 or someone else said something like that, but I

Joseph Brandon Epps

1 didn't -- I don't know exactly what happened.

2 Q. Was there any discussion about moving back
3 into the house with -- strike that.

4 Did you and Courtney consider moving back
5 into the house at any time and just getting the
6 belongings out, and cleaning them, and then moving
7 back in?

8 A. No, because it was the whole house that
9 was the problem.

10 Q. Do you know what they do when they
11 remediate mold?

12 A. They spray a special cleaner on it, and
13 then they set up tents, and they tent the entire
14 house -- this is what I was told. They were going
15 to set up a tent, and they were going to tent the
16 entire house with chemicals, and then they were
17 going to come in and take everything that they could
18 that was not paper, or fabric, or anything like
19 that. Leather was no good, bed mattresses were no
20 good, clothes. If it could fit in a washing
21 machine, that was the only exception. And then they
22 were going to HEPA vacuum what they could to remove
23 the mold spores. They set up a tent outside only in
24 the front yard, and then they had to buy a printer
25 and scan all the documents that were in the house.

1 It was a big process. And there's more to it, I
2 just don't remember all the details, but there was a
3 lot they had to do.

4 Q. Who explained that to you?

5 A. I think it was Dan Wackenhut.

6 Q. Who is he?

7 A. I don't remember who Dan worked with. I'd
8 have to go back and look. That's why I'm unsure
9 about this other mold report, because I don't know
10 -- I don't think -- I don't remember Rick bringing
11 -- getting Brent out there. I don't remember who --
12 I would have to go back and look. I don't remember
13 who Dan was. But we called him first for a quote,
14 and then Rick called him for a quote, and then he
15 tried to merge it together and just make it easy on
16 both parties, and Rick wouldn't do it, that's all I
17 know.

18 Q. Did you-all ever offer to pay for any of
19 the mold remediation?

20 A. No.

21 Q. If the leak in the house started in a
22 toilet, sink, lavatory, or one of the items that we
23 looked at earlier that was your responsibility to
24 repair, do you think that you-all should have
25 volunteered to pay for some of the remediation?

Joseph Brandon Epps

1 MS. HINSON: Objection.

2 THE WITNESS: No, I don't agree with that.

3 EXAMINATION RESUMED BY MR. BACH:

4 Q. Why not?

5 A. You're asking me a question about a
6 responsibility that I don't know about.

7 Q. Okay. I'm just asking you -- I'm not
8 asking you legally, I'm just asking you do you think
9 that --

10 A. So are we off the record?

11 Q. No. I'm just asking you -- I mean, you're
12 a person, right? Do you understand what the word
13 "responsibility" means?

14 A. Yeah.

15 Q. I'm asking you however you define
16 "responsible," do you feel like that if the leak
17 started due to something you-all did, that you
18 should have paid for some of the remediation?

19 A. No, I don't.

20 Q. So even if you-all caused the leak, Mr.
21 Dreskin is responsible for paying for it to be
22 repaired and remediated, is that your testimony, in
23 your opinion?

24 A. I guess we'd have to go into what is what,
25 but -- I mean, the things that you're talking about

Joseph Brandon Epps

1 in this house, I don't feel like it was our fault,
2 so I'm not going to agree to that.

3 Q. I'm not asking if you think it's your
4 fault. Would you agree with me that from the time
5 you-all first moved in in February 2016 until you
6 vacated sometime in October 2017, you-all were the
7 only people occupying the property; you, your wife,
8 and the six children?

9 A. Yes, I would agree with that.

10 Q. Would you agree with me that you-all were
11 the ones primarily using the toilets and plumbing
12 system in the property?

13 A. Yes.

14 Q. To the extent that the sump -- the sewer
15 lift was in operation, would you agree with me that
16 it was in operation, primarily it was because
17 you-all were using it or using facilities that
18 needed it?

19 A. Yes.

20 Q. Would you agree with me that Mr. Dreskin
21 can only be aware of problems at the property that
22 his tenants report to him?

23 A. No.

24 Q. How else could he become aware of it?

25 A. If he came and did a visual inspection.

Joseph Brandon Epps

1 Q. Okay. So if he did an inspection or if
2 you-all made him aware, right?

3 A. Yeah.

4 Q. Any other ways?

5 A. If he had someone come out and maintain
6 his property.

7 Q. Well, maintenance -- what do you mean by
8 "maintain"?

9 A. I'm -- I mean, I don't know. I mean, if
10 you're going to run a business on rentals, then it
11 would probably be to your best interest to have
12 someone come out -- have someone that you either
13 hire or contract out to, you know, go by and do
14 inspections and check stuff.

15 Q. Right, so an inspection. We talked about
16 inspections and tenants reporting problems. Would
17 you agree that those are the two methods that he
18 could have of noting issues?

19 A. Yes.

20 Q. Did Mr. Dreskin, during the time that
21 you-all were there, did he ever come out and inspect
22 the property?

23 A. Came out sometimes unannounced, but yes,
24 he came out and looked at things.

25 Q. What's the first time that you sought

1 medical treatment for a condition that you ascribe
2 as being related to the mold?

3 A. It would have been after we left the
4 house. I mean --

5 Q. Is the first person that you saw, to your
6 recollection, is a doctor named Bettina Herbert?

7 A. Yes, I remember going to see Bettina.

8 Q. Is she the first person you can recall
9 going and seeing?

10 A. Yes, I believe so. I believe so.

11 Q. When you went and saw her, what was
12 troubling you? What problems were you having?

13 A. I couldn't breathe; I couldn't smell; I
14 couldn't taste; I had brain fog; I couldn't think; I
15 had no energy. There was a whole list of stuff.

16 Q. And these are all things that you reported
17 to Dr. Herbert?

18 A. Yes.

19 Q. Other than Dr. Herbert, who else has
20 treated you for conditions related to mold exposure?

21 A. Dr. Yuko is my ENT. He did my sinus
22 surgery, as well as my son's, and my wife's.

23 Q. Let me stop you right there. Did Dr. Yuko
24 tell you that your sinus surgery was related to your
25 mold exposure?

Joseph Brandon Epps

1 A. Yes, he believed so. After he saw the
2 chronic condition that I had in my sinuses, my wife,
3 and my son's, he said that he believed that it was
4 -- that it had to be -- it had to be from our
5 exposure.

6 Q. Okay. So Dr. Yuko treated you, Dr.
7 Herbert treated you. Who else? Anybody else?

8 A. I had a -- I had a tooth that died, and I
9 went to a surgeon, dental surgeon, and I will have
10 to look it up over here in Brushy -- off Brushy
11 Creek Road.

12 Q. Carolina Smiles, is that right?

13 A. No, that was a different doctor. Courtney
14 would know.

15 Q. So you think you went to a different
16 doctor for your tooth other than Carolina Smiles?

17 A. That's a dentist, Carolina Smiles is a
18 dentist. I went to a -- I can't remember his name.
19 I remember the guy. We had a good conversation.

20 Q. So it wasn't a dentist? Was he an oral
21 surgeon?

22 A. Oral surgeon, yes. I think it's Brushy
23 Creek Oral Surgery, and he had to remove my tooth.

24 Q. Okay. What's the last time that you
25 sought treatment for a condition that you think is

1 related to the mold?

2 A. Probably the last time I went to the ENT.

3 Q. When is the last time you went to the ENT?

4 A. I'm not sure, it's been a few months. He
5 puts us on a three-month follow-up. I don't know.
6 Something came up and I missed the last appointment,
7 so I don't remember. Maybe four or four months,
8 maybe. He's hard to get in to.

9 Q. The last record we have from him for you
10 is July 20th, 2018. Does that sound about right?

11 A. Yeah, that's probably right.

12 Q. Are you planning to seek any additional
13 treatment from any other providers for conditions
14 that you ascribe as being related to the mold?

15 A. I don't think so. I know he's -- I know
16 I'm supposed to go back to him, because he says that
17 I'm probably going to have to have surgery again.

18 Q. Why did he say you're probably going to
19 have to have surgery?

20 A. Technical or layman's terms?

21 Q. Right. I mean, what did he explain to
22 you?

23 A. He said that I have some polyps in my nose
24 that he may -- I have so much inflammation in my
25 sinus cavity that they couldn't get it all, and it

Joseph Brandon Epps

1 started bleeding and hemorrhaging, and that some of
2 the stuff in there is swollen back up, and now I
3 have mucus that collects in there. Like right now,
4 I'm (indicating) all day long, and it builds up, and
5 it's holding it from draining properly, so they'll
6 probably have to go back in and cut it out.

7 Q. Is that mold-related?

8 A. He believes so, yes, because he couldn't
9 get it out to start with.

10 Q. That's what he told you?

11 A. Not at first. But after he worked on my
12 wife and my son, then he saw everybody was extremely
13 similar and he said yes, that he believes that.

14 Q. How is your condition following the
15 surgery? Did that help it?

16 A. Other than what I just explained?

17 Q. Right.

18 A. I'm better. I can breathe for the first
19 time in almost two years, I guess, a year and a
20 half. I have more energy, because I'm able to get
21 air. And we went through the mold treatment
22 protocol, and I started getting -- I started feeling
23 better.

24 Q. Is the mold treatment protocol something
25 you did with Dr. Herbert?

Joseph Brandon Epps

1 A. Uh-huh.

2 Q. Is that a yes?

3 A. Yes.

4 Q. Okay. Any other treatment that you've
5 sought or that you plan to seek related to the mold
6 that we have not discussed?

7 A. I don't know. And the only reason I say
8 that is because Dr. Herbert said that once you're
9 introduced to this, then you may have symptoms now,
10 and then years from now, once it's in your system,
11 it stays in your system. And so you could have --
12 you could have a flare-up five years from now, ten
13 years from now, two years from now. So do I intend
14 to? No, but at the same time, I don't know if
15 something happened -- happens later on that is the
16 direct correlation from there.

17 Q. Is there anything that you could do prior
18 to your mold exposure that you can't do now?

19 A. That I can do now or --

20 Q. Can't do?

21 MS. HINSON: Can you rephrase the
22 question?

23 EXAMINATION RESUMED BY MR. BACH:

24 Q. Is there anything that you could do prior
25 to your mold exposure that you can't do now?

Joseph Brandon Epps

1 A. I didn't have big globs of phlegm built up
2 in the back of my sinuses and come out in a big
3 yellow mucus that I have to -- sorry -- that I have
4 to --

5 Q. I'm just asking about your activities,
6 you know, what you do. I understand your medical
7 condition, we talked about that. But is there
8 anything that you could do prior to the exposure
9 that you can't do now?

10 A. Right offhand, I don't know. I don't
11 remember anything.

12 Q. I'm going to hand you what was marked as
13 Exhibit 52 to Ms. Epps' deposition. That document
14 that is Exhibit 52 is a document that was provided
15 to us. And your wife described it as a list of all
16 the items that you-all lost due to the mold
17 exposure. My question for you is, did you assist
18 her in putting this together, or did she put this
19 together on her own?

20 A. I mean, we talked about it, yeah.

21 Q. Did you-all talk about the value of
22 certain items in here?

23 A. I mean, we kind of went back and forth on
24 some of it, because it was the current value or was
25 it if we had to go replace it today, you know. And

Joseph Brandon Epps

1 I mean, if you have to replace a couch today, what's
2 the price on the couch today. But yes, we kind of
3 went back and forth on it.

4 Q. Okay. Would she ask you for values of
5 things that were more like your possessions, for
6 example your clothes, that kind of thing?

7 A. Yes.

8 Q. And so where, for example, it lists the
9 value to replace your clothes, that's information
10 that came from you?

11 A. Yes, probably so. Yes.

12 Q. How about for like -- is there anything
13 else that is kind of in your purview of things that
14 you would have been the one to provide the value
15 for?

16 A. Garage; probably man cave; probably in the
17 kitchen; we probably went over our bedroom together;
18 and then we probably discussed the kids' stuff back
19 and forth in their rooms.

20 Q. And just so I'm clear, this is what
21 you-all believe it would cost to replace the items
22 that you left behind, is that correct?

23 A. It's as a generalization, yes. I mean, if
24 we had to go buy it all today.

25 Q. Are there any of the items on here items

Joseph Brandon Epps

1 that were moved to your storage unit?

2 A. I don't believe so.

3 Q. Did you take any Evolv vitamin products?

4 MS. HINSON: What did you say?

5 EXAMINATION RESUMED BY MR. BACH:

6 Q. Do you take any of the Evolv vitamins?

7 A. Do I take them?

8 Q. Right.

9 A. Yes, I take them.

10 Q. So you and your wife both take them?

11 A. Yes.

12 Q. Do you think that it would cost \$12,000
13 for you to replace your clothes?

14 A. To replace the clothes that I had?

15 Q. Right.

16 A. Probably close. I wear big and tall,
17 which is not cheap. And if I had to go buy it all
18 that day.

19 Q. Did you actually go buy \$12,000 worth of
20 clothes?

21 A. No, I'm currently buying \$12,000 worth of
22 clothes.

23 Q. So you-all have not actually spent \$12,000
24 buying new clothes, is that correct, for you?

25 A. I don't know. We spent a lot of money. I

Joseph Brandon Epps

1 don't know. I don't know -- I mean -- I mean, have
2 we been able to financially replace everything on
3 this list? I don't believe so.

4 Q. Do you-all keep receipts for the things
5 that you bought to replace the items that you lost?

6 A. Yes.

7 Q. You do?

8 A. Yes. But I mean, once again -- I'm going
9 to say this again. This list was if we had to go
10 buy it that day. This was that -- you know, if
11 you've got two years to go -- to shop around and try
12 to find deals and everything else.

13 Q. I don't think that we looked at this, so
14 I'm just going to show you on the computer so I
15 don't have to print it. This was Courtney Epps'
16 Exhibit Number 44. This list of items we were
17 looking at was Epps Exhibit Number 52, just for the
18 record. And then this is the -- Exhibit Number 52
19 is the -- I'm sorry, Exhibit Number 44 is the Lease
20 Modification Agreement or Lease Extension Agreement?

21 A. Uh-huh.

22 Q. Is that your signature on the bottom
23 there? You are Brandon Epps?

24 A. Uh-huh. Yes.

25 Q. What do you think my client did wrong in

Joseph Brandon Epps

1 this case?

2 A. What do I think your client did wrong?

3 Q. Right.

4 A. A bunch of things.

5 Q. Okay. Let's talk about them. What do you
6 think he did wrong?

7 A. When we had -- when he had an opportunity
8 to -- and mind you, when we moved into this man's
9 house, I respected his property, just like I would
10 my own. So if something happened that it could cost
11 him -- cause him a problem, I would notify him to
12 try to help him. He could have -- he could have got
13 someone out when we first initially told him there
14 was a problem in the bathroom and got it fixed. He
15 started arguing. He, you know, could have got
16 somebody out weeks and weeks before to get the mold
17 -- he could have actually -- when we discovered
18 there was mold, he could have just called a company
19 and had it remediated and got -- you know, got
20 everything resolved. He could have got a company
21 out there that actually deals in mold and handle the
22 tear-out and replacement. There's a lot of things
23 he could have done that could have made it better
24 for both parties.

25 Q. Anything else?

Joseph Brandon Epps

1 A. I don't -- I don't know. I just -- I
2 mean, I just feel like Rick treated us like numbers
3 rather than, you know -- he's made several comments
4 to us about us being just tenants, and he just -- he
5 just -- when one place couldn't -- wouldn't do
6 whatever it was in a timely fashion, he didn't try
7 to get anybody else out there to get it fixed, he
8 didn't care.

9 Q. So you feel like he could have responded
10 quicker, is that what I'm hearing you say?

11 A. Yeah, or he could have done the proper --
12 he could have had the foundation repaired like it
13 was -- like it should have been and properly
14 waterproofed long before we ever moved in there. I
15 mean, you know, he could have not cut corners and,
16 you know, not done all the things --

17 Q. Let me stop you there. Why do you think
18 that the foundation wasn't properly repaired or
19 waterproofed?

20 A. Because it was in the report.

21 Q. Which report?

22 A. In the what-you-call-it, in code
23 enforcement.

24 Q. From code enforcement?

25 A. Yeah.

Joseph Brandon Epps

1 Q. Go ahead. What else?

2 A. I mean, you're asking me questions about
3 the things that happened. I don't -- I don't know
4 officially what all the problems were in that house,
5 but I do know that as I talked to people, everybody
6 -- everybody consistently said the same thing. Rick
7 Dreskin was cheap; he wouldn't pay for things; he
8 wouldn't take care of people; he didn't care about
9 them, and it shows. He doesn't care about human
10 beings, and it showed.

11 Q. So specifically as regards to this
12 situation and what he could have done differently,
13 is there anything else?

14 A. I don't -- I don't know. I'm sure there's
15 more, but I can't think of it right now.

16 Q. This is my only opportunity to ask you
17 prior to trial. That's why I'm pushing, because
18 this is my one chance to ask you what you feel like
19 my client did wrong before we go to trial in this
20 case. So is there anything else you can think of?

21 A. Not that I can think of.

22 MR. BACH: I think that's all I've got.
23 Do you have any questions?

24 MS. HINSON: Yes, I want to talk to you
25 after they leave.

1 THE COURT REPORTER: What about signature?

2 MS. HINSON: Yes, he would like to read

3 and sign.

4 THE COURT REPORTER: Did you want a copy?

5 MS. HINSON: Yes.

6 - - -

7 (Witness excused.)

8 - - -

9 (Deposition was concluded at 3:13 p.m.)

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I, the undersigned, JOSEPH BRANDON EPPS,
do hereby certify that I have read the foregoing
deposition transcript and find it to be a true
and accurate transcription of my testimony,
with the following corrections, if any:

PAGE	LINE	CHANGE

[illegible]

JOSEPH BRANDON EPPS

Date _____

1 CERTIFICATE OF REPORTER

2 I, Eileen Thompson, Registered
3 Professional Reporter and Notary Public for the
4 State of South Carolina at Large, do hereby certify:

5 That the foregoing deposition was taken
6 before me on the date and at the time and location
7 stated on page 1 of this transcript; that the
8 deponent was duly sworn to testify to the truth, the
9 whole truth and nothing but the truth; that the
10 testimony of the deponent and all objections made at
11 the time of the examination were recorded
12 stenographically by me and were thereafter
13 transcribed; that the foregoing deposition as typed
14 is a true, accurate and complete record of the
15 testimony of the deponent and of all objections made
16 at the time of the examination to the best of my
17 ability.

18 I further certify that I am neither
19 related to nor counsel for any party to the cause
20 pending or interested in the events thereof.
21 Witness my hand, I have hereunto affixed my official
22 seal this 16th day of November, 2018 at Liberty,
23 Pickens County, South Carolina.

24 

25 Eileen Thompson,
Registered Professional Reporter
Notary Public
State of South Carolina at Large
My Commission expires:
October 17, 2024

Joseph Brandon Epps

WORD INDEX

< \$ >	200 1:1 2:4	< 3 >	7th 7:12
\$1000 88:4	2000 20:10	3 57:1	< 8 >
\$12,000 152:12, 19, 21, 23	2000s 22:21 23:14 24:23	3:13 1:1 157:9	8 43:3 67:8
\$20,000 138:24	2001 20:10	31 107:24, 24	803-212-0012 1:1
\$200,000 107:4	2006 20:9	31st 101:1	864-236-5013 2:5
\$225,000 107:2	2010 17:7 19:4	330 2:9	864-527-5933 2:10
\$250,000 107:2	2011 12:12	37 119:24 124:15	< 9 >
\$420,000 107:7	2012 12:5 18:15, 17	38 117:7	9 62:9 69:9
\$450,000 74:8 76:19	2015 12:5	39 120:23	9th 18:15, 16
\$6 20:2	2016 48:23 53:14 54:18 57:4 58:13, 23 60:12, 14 62:9 68:8 70:15 73:8 81:15 82:2, 16, 16 100:24 126:18 143:5	3rd 73:8	< A >
\$7 20:2	2017 9:11 23:20, 21 24:4, 21 25:23, 23 26:24 27:21 29:16, 23 30:2 43:22 88:4 89:11, 23 90:16 91:1, 2 92:12 94:16 99:23 101:1, 5 102:19 108:14 116:19 120:8 124:13 127:22 143:6	< 4 >	a.m 1:1
< 1 >	2017-CP-42-04476 1:1	4 3:3, 5 91:2 92:12	abach@etblawfirm.com 2:6
1 3:9 31:12 76:15, 17 100:21 103:12 159:4	2018 1:1 147:10 159:12	40 116:12	ability 159:9
10 70:13 130:8	2024 159:18	417 9:8	able 62:22 79:8 83:6 125:9 148:20 153:2
10:15 1:1	20th 81:15 147:10	44 153:16, 19	absolute 134:23
11 68:8 73:6 127:22	21 89:11, 23	45 9:17 133:16, 21 134:3	absolutely 101:23
11th 9:11 68:10	2-1-16 50:22	48 133:21, 23 134:3 136:3	abundantly 102:9
12 122:20	21st 25:6 90:4, 15, 16 94:2, 16	49 127:19	accept 40:24
12th 123:14	22 89:6, 7	4th 91:1	accepted 37:11
13 58:23	23 90:20, 23 92:8, 9	< 5 >	accepting 43:6
1306 1:1 2:4	26th 119:6	5 58:21	accepts 37:1, 8 41:21 42:5
14 81:10, 14	27 81:24	5:15 21:4	access 63:12
1459 1:1	29 99:17	5:30 21:5	accident 27:4, 11 136:18
15 1:1 82:22	29202 1:1	50 131:1	accidents 27:2, 4, 7
159 3:6	29601 2:10	51 132:1	account 67:17 68:17 82:10 85:24
15th 83:3	29605 2:5	52 150:13, 14 153:17, 18	accountant 15:6 83:10
16 85:2 120:8	29650 9:9	5th 52:15 53:24 54:6	accounting 15:20 86:4
16th 124:13 159:12	29th 70:14	< 6 >	accurate 7:3 158:1 159:8
17 49:2, 3 86:9 121:20 122:21 159:18		6 32:9	acting 123:5, 6, 8, 9
17th 123:14		618 9:22, 25 11:5 14:8, 14 30:7 40:20 44:6, 12, 17 52:14 54:19 58:25 86:13 134:4 137:5	ACTION 1:1
18 88:2 120:24		6th 51:16 53:14 54:18 104:9	activities 64:13 150:5
1978 7:12		< 7 >	actual 38:1
1997 19:6		7 12:5 36:18 40:18 57:4 61:16 62:10	ADAM 2:3 61:18 85:3 116:9 123:19
1998 20:25		76 3:9	added 34:18
1st 48:1, 23 52:15 53:24 54:6 100:24			additional 72:10 100:11 103:22
< 2 >			
2 50:24			
20 108:12			

Joseph Brandon Epps

104:4 105:17, 18 129:12 147:12 additions 43:7 address 9:7, 12, 13 10:10, 11, 13 11:5, 10, 21 12:12 54:1 57:2 93:16 104:22 106:9, 14 addressed 99:20 100:7 103:22 105:22 addresses 67:25 adequate 74:11 adopted 13:23 Adrienne 13:9, 19 14:1 affixed 159:11 African-American 66:9, 11 African-Americans 66:16 again , 125:24 agents 118:1 aggravated 78:10 aggravating 79:7, 8 ago 5:10 55:24 56:9 77:3 121:12 agree 33:8 54:4 68:7 69:5 103:6 116:6 142:2 143:2, 4, 9, 10, 15, 20 144:17 agreed 4:1 70:11 74:1, 2 79:15, 22 89:3 agreement 3:9 35:14 40:18 43:21 46:3 153:20, 20 agrees 43:5 ahead 87:19 100:4 114:12 156:1 air 59:20 60:6, 8 128:11 148:21 air-conditioner 59:3 air-conditioning 47:6, 12 58:25 59:15 alarm 138:13, 14, 16 alcohol 26:12, 14	alerted 90:17 Alexander 117:9 Alexis 13:8, 19, 25 Allergies 29:12 Allison 12:19 13:11, 13 14:4 allow 123:6, 9 allowed 36:12 alterations 43:7 Amazon 16:14 77:20, 21 80:21 108:6 amnesia 28:20 amount 59:24 60:1 96:24 amounts 100:6 Amway 58:8 63:25 64:11 Anderson 7:14, 15, 18, 19 anger 28:18 answer 6:7, 15 24:20 40:5 124:4 125:18 answers 6:6 anybody 33:15 59:12 63:19 65:9 97:17 98:2, 6, 16 118:4 131:8 146:7 155:7 anyway 90:13 114:20 anyways 37:24 38:7 53:7 apologize 83:1, 16 apparently 11:6 63:9 68:11 APPEARANCES 2:1 appeared 92:4 appliances 37:2 40:25 41:22 42:6 49:2, 5, 8 applicant 32:18 33:16 34:19 applicants 32:14 application 32:8, 11, 25 33:4 34:4, 5, 12, 13, 16	applied 21:23 apply 31:24 appointment 147:6 area 65:6 92:2 93:3 129:1, 6 areas 109:5 114:13 116:24 132:23 133:8 arguing 154:15 Argumentative 41:19 army 79:7 aroused 65:24 arrearage 100:2, 3, 8 arrested 22:10, 12, 14, 18 arrests 22:24 23:17 arrived 75:20 arthritis 26:18, 22 ASAP 67:14 ascribe 145:1 147:14 as-is 49:25 50:2 asked 8:1 17:24 29:22 36:23 41:6, 9 57:7 63:11 68:5 70:6 71:4 72:4, 4, 13 73:21 95:11 104:8 105:25 106:23 109:4, 5 117:2, 15 120:14 129:6 asking 6:5 24:1, 21 25:22, 22 27:3 35:24 38:10, 12 39:16, 19 41:18, 24 51:4, 5, 8 52:22 53:14 81:3 83:8 84:5 89:19, 19, 20, 22, 22 93:4, 24 104:3 118:24 123:20, 22 124:5, 7, 8 125:14 126:1 134:14 135:7, 10, 15 142:5, 7, 8, 8, 11, 15 143:3 150:5 156:2 Assemblers 16:16 assembly 16:6, 10, 22	assist 16:1 42:25 150:17 assume 6:16 9:21 113:16 121:24 125:25 assumption 68:24 92:1 Asthma 29:18 Atlanta 20:3 attach 82:13 attached 100:10 attachment 61:20 attorney 4:17 5:4 61:17 102:9 117:11 120:19 121:4 122:3, 23 123:12, 24 attorneys 121:7, 8, 10, 25 attractive 34:24 35:5 August 68:8, 10 102:19 authored 80:16 86:5 Avenue 25:7 Avon 63:25 64:10 aware 45:21 54:5, 18, 20 56:17, 21, 22 100:7 111:24 114:2 121:6, 9 139:14 143:21, 24 144:2 < B > baby-sitters 64:19 Bach 1:1 2:3, 3 3:5 4:15, 17 25:15, 19 31:1, 6, 10 34:3, 11 36:2, 9, 17, 22 37:6, 14, 22 38:5, 14, 18, 20 39:2, 6, 9, 12, 20 40:1, 7, 12, 16 41:3, 6, 9, 11, 17, 20 42:4 50:8 52:2, 6, 12, 24 53:4, 12, 22 54:11 61:22, 25 62:4 65:21 76:12, 16 81:5, 9 85:6, 15, 19 88:15 89:9

Joseph Brandon Epps

90:22 92:9, 11 116:12, 14, 17 123:22 124:3, 12 125:21 135:9, 17 142:3 149:23 152:5 156:22 back 17:7 20:9 24:24, 25 25:10, 11, 17 31:9 35:13 40:12 49:1 54:13 55:19, 22 60:15, 16 67:11 68:16 72:9, 12, 17, 19 74:4 76:22 79:16 80:11 82:8 83:2 90:1 96:15, 22 97:1, 2, 13 98:11 100:18, 21 104:18 109:11 111:3 113:9 114:19, 21 119:21 123:18 125:2, 7 135:3 137:9, 11, 14, 16, 17, 19 140:2, 4, 7 141:8, 12 147:16 148:2, 6 150:2, 23 151:3, 18 backed 69:13 bag 136:1 bags 134:20 balance 139:6 bank 67:16 banners 16:25 bar 22:17, 17 base 35:2 based 29:25 62:12 68:23 92:1 basement 59:22 60:23 89:12, 14, 17, 24 90:6, 10, 16 93:13, 17, 19 94:16 95:4 97:20 104:6 112:15 118:9, 15 120:10 124:17 125:10, 12, 14, 23 126:2, 3, 9 129:15, 15 basements 115:14, 17, 18 Basically 16:2	106:6 basis 64:21 122:17 basketball 136:22 bath 44:25 55:1 87:23 136:19, 20 bathroom 44:25 55:1 85:5, 11 91:3, 7 92:2 104:4, 11 105:17 154:14 bathtub 55:2, 5, 9, 11, 14, 23, 25 56:7, 9, 12 battery 23:2 beach 8:9 10:12, 13, 17 11:22 25:4 30:25 bed 140:19 bedroom 104:12 151:17 BEGAN 1:1 Beginning 100:23 behalf 117:14 121:1 122:24 123:6, 6, 8, 9, 12 beings 156:10 believe 11:3 30:17, 21 33:15 34:21, 22 35:15 49:22 59:14 60:15, 16 67:10 70:8 74:5 89:18 92:14, 14 93:24 94:25 96:18, 18 102:1 118:7, 8, 9 120:11 126:21, 25 127:17 128:17 129:19, 19 130:7, 17, 20, 23 131:4 133:1 134:11 135:25 136:22 137:1 145:10, 10 151:21 152:2 153:3 believed 146:1, 3 believes 148:8, 13 belongings 140:6 belt 27:13 Belton 8:7 Bess 12:19 best 8:5 10:25 12:13 17:2 29:24	116:20 144:11 159:9 better 148:18, 23 154:23 better-looking 33:17 34:20, 23 Bettina 145:6, 7 bid 61:6 big 76:2 78:14 93:1 104:20 126:17 141:1 150:1, 2 152:16 BioSmart 98:16 Bipolar 26:8 bitty 79:14 black 111:25 bleeding 148:1 BLS 17:16 body 29:8 boil 65:24 bone 27:23 bones 27:25 bookkeeping 86:3 born 7:11, 13, 19 13:25 14:6 18:13, 14 bottles 136:10 bottom 86:10 129:13 153:22 bought 47:20 74:14, 14 76:3 78:18 79:18 153:5 bound 72:2 Box 1:1 75:11 80:11 brain 110:19 145:14 BRANDON 1:1, 1 4:9 7:10 55:17 57:7 91:15 153:23 158:1, 24 break 22:16 25:16 27:25 40:17 85:5, 7, 8, 11 98:23 116:11, 14 breaks 6:22 breathe 110:11 145:13 148:18 breathing 109:21	Brent 108:21, 22 109:1 113:18 116:23 120:1 127:22 131:9, 10 141:11 bring 40:12 bringing 141:10 brings 79:11 broke 28:1 broken 69:16 74:9, 24 brought 4:19 31:6 77:24 78:16, 19 79:21 80:3 86:18 88:4 bruised 27:13 Brushy 137:3 146:10, 10, 22 bubble 93:2 126:17, 19 Buergey 117:9 Build 17:15 20:4 building 20:6 98:7 134:22, 23 135:3 builds 148:4 built 19:17 150:1 built-in 77:3 bulk 47:20 bunch 19:11 82:11 154:4 burner 86:22 Burning 20:22, 24, 25 business 14:23, 24 15:1 17:15 52:11 57:22 62:16 63:20 64:11, 13 137:12 144:10 businesses 62:25 63:5, 24 64:5 butter 79:4 buy 86:17 98:20 140:24 151:24 152:17, 19 153:10 buying 75:6 152:21, 24 < C > cabinet 74:1 135:20 136:8

Joseph Brandon Epps

call 55:17, 19 93:6, 9 102:11	124:17 125:23 126:8, 11, 15, 16	city 69:13 70:10, 11 95:17	commodes 43:14, 25 44:5, 12, 16
called 17:14, 16 22:25 23:10 58:18 61:11 67:16 76:25 94:15 98:16 109:11, 12, 13 112:25 113:1, 2, 10 129:10 141:13, 14 154:18	certain 62:2 129:1 139:3 150:22 certainly 81:8 Certificate 3:6 20:15, 16 159:1 certificates 20:13 21:21 certify 158:1 159:3, 10	CIVIL 1:1 4:5 claim 22:2 123:13 claiming 42:13 clamp 72:1 clarification 5:1 6:15 clarify 51:5 100:4 clarity 76:13 classify 115:7 clean 43:5 cleaner 6:8, 13 53:9 140:12 cleaning 140:6 clear 102:10 123:10 151:20 client 153:25 154:2 156:19 clients 31:14 57:25 82:24 86:1 close 152:16 closet 95:24 clothes 140:20 151:6, 9 152:13, 14, 20, 22, 24 co-applicant 32:16 code 155:22, 24 Coffee 2:9 cold 24:18 110:15 collects 148:3 college 18:21 19:1, 2 Columbia 1:1 come 57:17, 25 58:6 59:14 61:1 64:19, 23 67:17 92:6 93:6, 9, 18 96:1, 16 97:21, 22 109:24 114:4 116:23 118:15, 19 137:9, 13 139:15 140:17 144:5, 12, 21 150:2 comes 79:11 coming 59:12 75:2 91:22 98:1 110:24 120:15 comments 155:3 Commission 159:18	COMMON 1:1 communicate 117:20 companies 17:12 19:24 112:25 113:1, 7 company 10:15 15:4 16:6, 10, 15, 22 17:16 20:3 27:14 58:18 60:9 112:7, 11 113:8 121:14 138:14 154:18, 20 Compensation 22:2 complain 65:12, 14, 14 66:16 complained 65:15 77:23, 25 78:5, 12 79:17 complaining 62:20 66:11 96:5 complaint 62:24 complete 159:8 complied 51:10 computer 85:25 153:14 computers 15:22 concern 63:19 109:5 concern, 104:18 concerned 84:15 concerning 4:20 22:5 40:20 69:11 73:8 121:1 123:12 131:18 concerns 43:3 93:16 concluded 157:9 condemnation 138:5 condition 36:18, 24 37:2, 8 40:25 41:22 42:9 43:6 114:6 145:1 146:2, 25 148:14 150:7 condition, 42:6 conditioner 59:20 conditions 42:12, 20 145:20 147:13 condo 10:12, 16 14:16
calling 41:4 55:20 68:2 70:24 calls 68:2 cans 127:13 car 33:14, 14, 15 95:19 care 17:24 18:1 23:21 24:6, 14 48:9 69:2, 4 155:8 156:8, 8, 9 caretaker 18:5, 7, 18 Carolina 1:1, 1, 1 2:5, 10 4:5, 21 7:14, 18 8:19 9:9 36:3, 10 146:12, 16, 17 159:3, 12, 17 carpet 46:17 cars 64:23 65:2 Caruso 117:10 case 6:23 23:9 38:1 113:15 154:1 156:20 cash 54:15 cashier's 54:15 catch 83:5, 7 caught 127:15 cause 154:11 159:10 caused 46:14 47:4 71:9 142:20 cautioning 36:9 cave 129:22 130:1 131:21, 23 151:16 cavity 147:25 cc'd 84:14 CCR 1:1 CDV 23:1 ceiling 92:14, 15, 15, 18 95:21, 22, 24 100:18 111:14	124:17 125:23 126:8, 11, 15, 16 certain 62:2 129:1 139:3 150:22 certainly 81:8 Certificate 3:6 20:15, 16 159:1 certificates 20:13 21:21 certify 158:1 159:3, 10 chain 51:1 chair 135:21 chance 156:18 change 47:5, 11 158:1 changing 134:20 characterization 18:9 charge 22:19 23:4 charged 23:1 cheap 59:23 61:8 152:17 156:7 check 54:15 68:11, 13 88:4, 10 93:6, 9 97:21 144:14 check, 67:12 checked 33:7 70:15 71:2 72:9 checking 70:20 checks 82:24 Chef 63:25 64:11 chemicals 140:16 chicken 79:13 chief 18:3 child 13:16 children 13:3, 5, 6, 7, 11, 21, 22 14:1, 6 17:24 18:18 34:15 58:3, 5 143:8 children's 64:18 choice 107:19 chosen 103:7, 9 Christmas 137:22, 23 138:10, 11 chronic 29:7 146:2 Church 1:1 2:4 circle 65:3 CIRCUIT 1:1	city 69:13 70:10, 11 95:17 CIVIL 1:1 4:5 claim 22:2 123:13 claiming 42:13 clamp 72:1 clarification 5:1 6:15 clarify 51:5 100:4 clarity 76:13 classify 115:7 clean 43:5 cleaner 6:8, 13 53:9 140:12 cleaning 140:6 clear 102:10 123:10 151:20 client 153:25 154:2 156:19 clients 31:14 57:25 82:24 86:1 close 152:16 closet 95:24 clothes 140:20 151:6, 9 152:13, 14, 20, 22, 24 co-applicant 32:16 code 155:22, 24 Coffee 2:9 cold 24:18 110:15 collects 148:3 college 18:21 19:1, 2 Columbia 1:1 come 57:17, 25 58:6 59:14 61:1 64:19, 23 67:17 92:6 93:6, 9, 18 96:1, 16 97:21, 22 109:24 114:4 116:23 118:15, 19 137:9, 13 139:15 140:17 144:5, 12, 21 150:2 comes 79:11 coming 59:12 75:2 91:22 98:1 110:24 120:15 comments 155:3 Commission 159:18	commodes 43:14, 25 44:5, 12, 16 COMMON 1:1 communicate 117:20 companies 17:12 19:24 112:25 113:1, 7 company 10:15 15:4 16:6, 10, 15, 22 17:16 20:3 27:14 58:18 60:9 112:7, 11 113:8 121:14 138:14 154:18, 20 Compensation 22:2 complain 65:12, 14, 14 66:16 complained 65:15 77:23, 25 78:5, 12 79:17 complaining 62:20 66:11 96:5 complaint 62:24 complete 159:8 complied 51:10 computer 85:25 153:14 computers 15:22 concern 63:19 109:5 concern, 104:18 concerned 84:15 concerning 4:20 22:5 40:20 69:11 73:8 121:1 123:12 131:18 concerns 43:3 93:16 concluded 157:9 condemnation 138:5 condition 36:18, 24 37:2, 8 40:25 41:22 42:9 43:6 114:6 145:1 146:2, 25 148:14 150:7 condition, 42:6 conditioner 59:20 conditions 42:12, 20 145:20 147:13 condo 10:12, 16 14:16

Joseph Brandon Epps

confused 4:25	121:15, 19 126:10,	80:18 81:11, 14	10, 10, 11, 12 116:22
congested 110:11	24 151:22 152:24	82:18, 22, 23 85:2,	dangerously 110:4
consent 43:8	corrections 158:1	23 86:9, 11 88:2, 3,	Daniel 8:22
consider 17:17	correlation 149:16	16 89:3, 10 90:18,	DATE 1:1 50:20,
18:12 140:4	correspondence	23 91:1, 9 93:25	21 51:11, 14 54:5
consistently 156:6	80:17 82:12 84:5	99:17, 20, 25 100:14,	65:20 83:7, 21
constraint 101:10	122:15	19, 21 103:7 107:24	84:4 90:4, 7, 11, 25
construction 21:10,	cost 114:5 151:21	109:13 119:24	92:12 105:7 111:8,
13 95:18	152:12 154:10	120:13, 14, 23	19 119:7, 17 158:24
contact 66:18 67:13	co-tenant 50:10	124:15 127:20	159:4
continue 83:17	couch 25:12 151:1,	131:1 132:1 140:4	dated 58:23 70:14
continues 78:23, 23,	2	146:13 153:15	73:7 81:15 88:3
24	counsel 4:2 51:10	Courtney's 13:16,	89:11 127:22
continuous 65:8	159:10	21, 23 14:5 15:4	dates 90:1 119:9
contract 144:13	count 128:12, 12	31:3 58:22	day 15:2, 9, 11
contractor 21:20	129:21	courtneywepps@yah	27:16 48:18, 21
129:14	countertop 73:25	oo 54:2	56:8 67:18 69:5,
contractors 118:2	74:6, 22 75:12, 17	cousin 21:2	17 70:5 79:7
contribute 88:24	78:17	create 64:23 126:19	94:13 101:15
convenience 79:3	counts 131:17, 20	created 126:17	105:10 106:5
conversation 60:18	COUNTY 1:1 5:13,	creating 42:25	109:10 117:6
61:10 76:25 82:6	14, 24, 25 8:17, 23	credit 31:16, 17	120:24 121:23
97:24 123:17	9:2, 5 11:2, 6, 9	32:5 33:7, 17	123:4 132:14
128:9 146:19	22:22 23:15 159:12	34:20, 23 35:1, 5	138:11 148:4
conversations 63:18	couple 5:10 9:20	Creek 137:3	152:18 153:10
73:13 78:9	16:8 17:12, 14	146:11, 23	159:12
convicted 22:11, 13	27:3, 6, 17 55:18	crime 22:11	days 9:17 27:17
cook 18:1 76:1	58:20 60:16 70:16	Criminal 23:2	101:15, 17, 20
78:25	73:13 86:12 96:24	cruise 101:12, 13	deal 57:8 78:14
cool 59:16, 20, 22	course 4:22 5:3	cul-de-sac 57:8, 15	deals 153:12 154:21
cooling 59:18	6:4 19:25 111:10	65:10, 13	December 7:12
Cooper 13:7, 10, 13,	COURT 1:1 6:9,	curb 95:16	9:11 12:5 81:15,
23	20 7:6 9:22 10:1,	curiosity 41:23	17, 23 82:2, 3, 16
co-owner 15:2, 15	4, 10 14:9, 14 23:20	curious 122:13	83:1
copied 57:5 86:12	30:7 40:10, 20	current 9:7 150:24	decision 33:21
copy 31:6, 7 61:18	44:6, 13, 17 53:7, 10	currently 14:22	34:25
63:10, 15 157:4	58:25 76:14 134:4	115:23 137:6	deck 104:18
copying 62:9 82:23	137:5 138:3 157:1,	152:21	Dee 11:11, 20 12:2,
corners 155:15	4	cut 148:6 155:15	12
Correct 12:3, 13	COURTNEY 1:1	< D >	deep 98:13
14:2, 5, 7 15:10	2:11 4:19 10:7	dad 18:8, 17, 19	defect 42:13
17:22 30:20 31:24,	11:16, 24 12:2, 4, 15	33:13	Defendants 1:1
25 33:23 34:9, 20	13:15, 23 14:5	daily 122:16	2:11
49:16 77:4 79:19,	15:23 16:1, 23	damage 29:3 46:14	defer 48:14, 17
20, 23 80:13, 18	31:12 32:17 37:10	damaged 93:3	82:18 83:13 88:16
81:12 89:8 104:17,	40:19 50:24 51:21	Dan 113:10 141:5,	99:25
19 105:14, 24	54:14 56:8 57:1	7, 13	define 13:4 142:15
111:15 114:7	62:9, 11 65:15	dangerous 115:5, 8,	defines 46:8
116:25 120:6	67:8, 21 69:10		defrost 79:5, 8, 13,
	70:13, 24 73:6		

Joseph Brandon Epps

13	dimensions 77:8, 19, 21	136:21	108:5 141:23
delivery 15:21	diploma 20:12 42:1	doors 46:16	earliest 8:3
demolition 94:24	direct 149:16	double-bagged 134:21	Early 22:21
dental 146:9	directly 106:4 117:20	downstairs 92:6, 13 95:12 109:17	earner 18:3
dentist 146:17, 18, 20	dirt 96:13	Dr 145:17, 19, 21, 23 146:6, 6 148:25 149:8	easier 134:16
department 5:12	disability 21:24	draft 67:17	East 2:9
depend 35:4	disagree 102:12	draining 43:14, 25 44:5, 16 148:5	easy 141:15
deponent 4:6 158:1 159:5, 6, 8	disclaim 125:16	Dreskin 33:6 34:2 51:2, 12, 17 52:18 58:23 62:9 69:11 70:3, 14 71:21 73:7 84:6 89:11 102:2, 13 107:25 117:23 124:16 139:14, 21 142:21 143:20 144:20 156:7	education 19:3 20:13 111:21
deposed 5:7, 9 6:1 22:5	disclose 34:8	discussed 71:17 74:19 75:7 78:18, 20 79:22 84:17, 19 100:14, 16, 20 129:10 149:6 151:18	Eight 14:11, 12, 18 75:23 78:1
deposit 67:17	discovered 108:18 120:9 154:17	discussion 84:4 140:2	Eileen 1:1 159:2, 16
DEPOSITION 1:1 4:3, 7, 22 5:3, 6 6:5 31:4, 12 38:19 40:9 50:25 57:1 58:22 61:17 62:11 67:9 69:10 70:13 73:6 81:11, 14 82:22 85:2 86:10 88:2 90:24 99:17 100:22 107:24 117:8 119:24 120:23 127:20 131:2 132:1 150:13 157:9 158:1 159:3, 7	Discovery 116:18	Dreskin's 62:13 118:1	either 15:24 34:14, 17 65:5 72:5 78:22 104:1 135:21 144:12
depression 28:14	discuss 5:6 6:21, 23 84:1 106:16	drip 126:11	electrical 46:15
described 30:2 79:17 105:14 111:6 150:15	discussing 34:22	dripping 87:23 126:15, 23 127:3, 10	elementary 8:20
DESCRIPTION 3:8	discussion 84:4 140:2	drips 104:13	elevated 129:21
detail 133:13	dishwasher 49:9, 10, 13, 19 136:14	Drive 9:8 17:9 33:14	Eller 1:1 2:3
details 141:2	disorder 26:8	driveway 57:20 62:22 65:2, 5	e-mail 51:1, 5, 11, 15, 20, 22 52:8, 13 54:1, 12 57:2, 4 58:22 61:21 62:8 63:3, 15 67:9, 15, 25 69:10, 19, 24 70:14 73:7 76:8, 10 80:3, 16, 20 81:15 82:10, 23 85:21, 23 86:6, 11 88:1, 3, 8 89:10 90:3, 5, 24 91:1 99:19 101:20 103:10 104:24 107:23, 25 108:4 116:2 118:25 119:7, 25 120:20 122:14 124:15, 24 131:6 139:17
detect 132:20	dispute 77:6 93:17	drooped 92:20	e-mailed 53:13 57:21 63:4, 14 75:14 77:1 80:10 101:16 129:9
deteriorated 111:4	disrupt 37:25	drop 92:25	e-mailing 52:18 63:6 82:8 91:11
devised 49:4	disruptive 40:2, 4	droplet 93:1	e-mails 68:3, 23 78:8 80:13, 22 81:8
Diabetes 28:10	Divorce 22:7	drove 17:7	employment 15:14 17:20, 25
diagnosed 28:5	divorced 8:9	drug 26:10	EMS 29:5
died 74:11 134:1 146:8	Dizziness 28:24	dry 127:6, 11, 16	ENDED 1:1
different 9:20 17:12 19:11 46:7 78:19 92:21 114:22 121:8 128:10 146:13, 15	document 36:7 38:13 39:19 41:5 49:1 50:9 99:19 150:13, 14	due 47:25 48:5, 7, 18 52:15 53:24 54:5 100:5 142:17 150:16	
differently 156:12	documents 102:10 122:4 140:25	duly 4:10 159:5	
Difficulty 26:4	doing 52:11 86:3 97:15 106:20, 20 107:10 109:2 133:3	dumped 98:23	
	domestic 23:2	duties 64:20	
	door 97:20 134:20	< E >	
		earlier 22:5 34:19 63:15 67:15, 21	

Joseph Brandon Epps

energy 110:18, 19 145:15 148:20 enforcement 155:23, 24 Enlighten 116:5 enormous 95:13 ENT 145:21 147:2, 3 entered 30:19 40:19 entire 65:10 140:13, 16 EPPS 1:1, 1 2:11 4:9, 16, 19 5:2 7:10 10:7 12:2, 16 31:12 32:17 37:10 40:12, 17, 19, 23 45:14 46:20 47:9 50:24 51:2, 21 57:1, 7 61:17 62:11 67:8, 21 69:10 70:13 73:6 76:14 81:11, 14 82:22 85:2 86:10 88:2 89:10 90:23 99:17 100:22 107:23, 24 117:8, 19 119:24 120:23 121:1 124:16 127:20 131:1 132:1 133:21 150:13 153:15, 17, 23 158:1, 24 EQUINOX 1:1 4:18 30:20 Eric 4:17 ESQUIRE 2:3, 9 essential 134:23 established 35:22 94:16 estate 20:14 estimate 112:19, 21 113:8, 10, 11 114:5, 16, 17, 18 132:4, 5 estimates 112:23 113:4, 14, 14 evening 94:23 97:23 evenings 97:22	events 78:12 113:18 114:10 123:4 159:11 eventually 94:17 96:1 97:12 everybody 148:12 156:5, 6 EveryWord 1:1 evict 56:23 evicted 14:20 Evolv 152:3, 6 exact 11:14 77:9, 12, 15, 17, 21 109:19 111:8 117:6 119:9 126:4 128:9 Exactly 7:23 45:23 51:7 94:22 114:11 140:1 EXAMINATION 3:4 4:13 25:19 31:10 34:3, 11 36:17, 22 37:6 40:16 41:11, 17, 20 42:4 50:8 52:2, 6, 12, 24 53:12, 22 54:11 62:4 65:21 76:16 81:5, 9 85:19 88:15 89:9 90:22 92:11 116:17 124:3, 12 125:21 135:17 142:3 149:23 152:5 159:6, 9 examined 4:10 example 64:7 151:6, 8 examples 64:8, 12 excepting 42:9 exception 140:21 exchanged 67:25 Excuse 12:5 114:18 excused 157:7 executed 107:11 Exhibit 31:12 50:19, 24 57:1 58:21 61:16 62:10 67:8 69:9 70:12 73:6 76:14, 17 81:10, 14 82:22 85:2 86:9 88:2	89:6 90:20, 23 99:17 100:21 107:24 117:7 119:24 120:23 124:15 127:19 130:25 131:1 132:1 133:16 136:2 150:13, 14 153:16, 17, 18, 19 EXHIBITS 3:8 31:3, 3 134:3 existing 37:12 42:14 expanding 93:4 expect 92:5 expected 72:1 79:10 expense 43:12 45:5 expensive 61:7 expertise 21:9, 15 expires 159:18 explain 123:4 128:7 133:3 135:8 147:21 explained 68:17 109:7 133:2 141:4 148:16 exposed 112:16 exposure 145:20, 25 146:5 149:18, 25 150:8, 17 expressly 43:11 expunged 22:16 extend 83:18 84:23 extension 43:21 100:11, 15 101:9, 25 102:3, 12, 14 103:8 107:11 153:20 extent 143:14 exterior 46:15 externally 72:18 extremely 110:3 131:21 148:12 ex-wife 12:18 22:25 eye 71:4 132:25 < F > fabric 140:18 facilities 143:17 fact 65:25	fag 145:14 Failure 42:11 fair 6:17, 18 12:11 18:4, 6, 8, 18 29:25 30:4, 5 familiar 101:2 family 9:4 22:8 64:17 75:1 fan 73:17 far 13:25 18:23 67:2 72:15 farther 72:23 fashion 57:9 155:6 fastened 71:18 faster 135:19 faucet 87:22 104:12 fault 143:1, 4 Fazzone 95:1 117:25 118:4, 11, 12 February 48:22 100:24 143:5 feed 79:6 feel 61:25 66:7 74:8, 9 107:12 142:16 143:1 155:2, 9 156:18 feeling 110:7 148:22 felt 66:12, 13, 15 74:12 fibromyalgia 29:10 field 20:14 fight 22:17 figure 97:3 file 135:20 filed 22:1 filing 136:8 filled 32:8 34:6, 8 filling 65:13 filter 47:6, 12 filters 47:16 60:1 finally 74:11 96:25 finances 68:14 83:10 financially 153:2 financing 106:21 find 19:13 65:20 67:16 70:6 77:4, 9 82:11 153:12 158:1

Joseph Brandon Epps

fine 24:17 27:16, 17 62:8 70:17 71:6 85:6	7 63:23 85:15, 20 99:18 119:25 128:14 130:5 131:11 134:16	friends 64:17, 18 65:7 66:1, 8, 9, 11	go 15:14 16:12 18:20, 23 19:1 20:9 23:23, 25 24:1, 2, 3, 8, 10, 11, 14, 16, 22 25:1 27:15 30:12 37:14 50:18 74:3 75:13 78:23, 23, 24 85:4 87:18 97:21, 21 100:4 101:12 103:12 110:17, 17 113:9 114:12, 21 119:21 123:3 125:2 129:7 133:13 135:15 137:17 141:8, 12 142:24 144:13 147:16 148:6 150:25 151:24 152:17, 19 153:9, 11 156:1, 19
finish 6:6, 7 18:25 19:5 53:5, 8	flooded 90:8	front 27:12 57:18 62:21 63:21 74:6 140:24	goal 136:22
finished 95:8	flooding 60:22	frustrated 100:17	goes 43:10 78:21 83:16 94:21, 22
fired 20:19, 20 21:1, 5	floor 44:25 59:21 87:2, 8 95:3 103:16 104:4 105:4, 8, 11, 18 119:2 126:12, 14, 22, 24 127:6, 10, 11, 16 130:6	fry 98:13	going 6:3, 16 24:1, 1, 14 25:20 31:2, 11 32:20 33:10, 14, 23 35:21 36:6, 13 38:9 40:9, 13 50:18, 23 53:6 54:25 55:15, 25 56:6, 25 57:14 59:7 60:3 62:19 63:2 67:7 74:20 75:5 76:10 78:7, 20, 22 79:10 81:24 82:21 84:1 89:5 93:17 94:10 95:7 98:1 99:16 100:19 101:13 102:11 103:12 109:7 110:21 114:19, 20 115:7 116:10, 10 119:23 123:23 127:19 128:10 131:25 133:15 140:14, 15, 17, 22 143:2 144:10 145:7, 9 147:17, 18
firm 120:25	flush 87:2, 17, 19 104:12 105:15, 17	fuel 47:5	
first 4:10 12:1 29:15 30:6, 18 31:13 35:13 42:7 43:19 48:20, 21 52:14 61:17 86:11, 13 87:2, 7 89:16, 23 91:6 93:11, 12, 18 101:19 107:3, 12, 14, 16, 18 109:14 110:3, 13 111:13 113:23, 25 124:14 125:11 127:9, 23 128:2 141:13 143:5 144:25 145:5, 8 148:11, 18 154:13	fog 110:19	full 7:3, 9 65:11 85:16, 17 92:16 139:4, 5	
fit 73:25 75:11 76:22 140:20	folks 121:13	full-time 18:12	
five 8:6 10:19 21:3 101:15, 17, 20 149:12	followed 81:23	fun 16:7	
five-minute 85:5	following 43:12 148:14 158:1	function 65:10	
fix 55:1, 15 92:6 93:13, 15, 18, 18 94:10 120:15	follows 4:11	functioned 86:21	
fix, 93:14	follow-up 147:5	functioning 86:20	
fixed 55:23 56:9, 14 70:11 71:1 73:22 92:13 94:11 103:12 105:7, 8, 12 106:1 138:19 154:14 155:7	foot 28:1	funds 67:13 68:17 88:5, 12	
fixing 56:2 103:16 104:4, 25	football 136:23	furnishings 46:17	
fixtures 46:16	force 102:2, 13	furniture 136:15	
flapper 87:12, 15	foregoing 158:1 159:3, 7	further 159:10	
flare-up 149:12	form 36:4, 11 37:16, 16, 20 38:1, 5, 23 39:6, 7, 10, 13, 16 40:1, 9 98:21		
flashlight 115:2 133:9, 10, 11	forth 82:9 123:18 137:16 150:23 151:3, 19	< G > Garage 151:16 Garden 9:22, 25 10:4, 9 14:8, 14 23:19 30:7 40:20 44:6, 12, 17 52:14 54:19 58:25 86:13 134:4 137:5 GC 129:14 general 7:24 56:17 98:1 128:15 generalization 151:23 Generalizing 67:5 generated 131:3 getting 21:4 46:4 52:14 73:22 78:2 80:23 90:4 110:7 140:5 141:11 148:22 give 6:3, 11 7:2 54:15 76:12 112:19 given 67:21 giving 6:6 64:8 glance 31:8 glasses 28:12 globs 150:1	
flip 32:9, 12 35:13, 20 48:24 51:8 54:13 55:22 62:5,	forward 103:12 104:22 forwarded 108:1 120:8, 13 131:7 forwarding 120:5 found 23:8 30:10 33:8 77:7, 12, 18 88:25 89:3 113:19 foundation 155:12, 18 four 14:4 17:10 105:22 147:7, 7 frame 7:23 60:13 Frankly 39:21 Friday 82:25		

Joseph Brandon Epps

150:12 153:8, 14	< H >	heart 28:8	hold 21:20 48:23
Golf 20:22	hair 115:4	heat 59:25	71:18, 24 72:13
gonna 113:7	half 10:2 17:2, 3	heating 47:4, 6, 11,	87:16, 16, 18
good 31:17 33:8	77:8 79:11 85:8	22 60:6, 8	holding 76:8 87:3
43:4, 5 133:12	148:20	held 72:3	148:5
140:19, 20 146:19	hand 5:4 31:9, 11	help 33:13 34:1	holdover 101:2
gotten 91:10 92:19	50:18, 23 56:25	66:19 72:13 74:13	hole 73:24 96:17
138:13	58:21 67:7 69:9	98:22, 22 148:15	97:8 104:20
grade 28:2	70:12 73:5 80:16	154:12	holes 72:5
graduate 8:21	81:10 82:21 85:1	hemorrhaging 148:1	home 4:23, 23
18:24 41:8	99:16 119:23	HEPA 140:22	10:23 17:23 18:1
grand 19:23	127:19 131:25	Herbert 145:6, 17,	57:23 58:15 63:20
grass 96:9, 10, 10, 14	133:15 150:12	19 146:7 148:25	64:6 70:24 74:12
Graypointe 9:8, 12	159:11	149:8	75:21 134:4
grease 98:7, 12, 13,	hand-built 136:21	hereunto 159:11	home-based 58:10
14	handed 81:13	high 8:20, 21 19:5,	62:16 63:24
great 53:11 84:12,	handing 80:19	7 20:12 41:7, 25	homeschool 58:2, 5
12	hand-in-hand	106:25 107:5	honest 11:14
Greenville 1:1 2:5,	119:16	109:18, 20 110:3, 4	honestly 24:15, 15
10 9:14 11:2, 5	handle 15:21 68:14,	120:10 131:21	102:4
Greer 9:8 70:11	25 83:9, 9, 10 87:3,	Highway 11:11, 20	hope 84:11, 11
grill 16:13 136:16	16, 17, 18 154:21	12:2	hoped 135:24
group 66:10	handled 32:4 67:22	HINSON 2:6, 9	hoping 82:24 83:21
grow 96:15 114:23	handles 47:24	31:5, 8 33:25	138:18, 18
growing 104:18	hanging 126:16	34:10 35:21 36:5,	Horry 5:12, 14, 24,
105:10 112:16	happened 23:4	15, 20 37:4, 13, 21	25 8:11, 12, 13, 15
GS 98:2, 4	59:4 67:16 69:12,	38:3, 8, 25 39:4, 8,	11:9 22:22 23:15
guess 11:15 18:10	23 71:12 73:12	11, 15, 24 40:3, 11,	H-o-r-r-y 8:14
20:10 44:23 46:12	82:12 83:2 96:16	13 41:2, 4, 7, 16, 19	Horry-Georgetown
51:19 76:4 78:2	126:5 140:1	42:3 50:5 51:25	19:2
93:4 94:3 103:9	149:15 154:10	52:4, 9, 21 53:1, 11,	horse 24:19
107:21 142:24	156:3	17, 19 54:7 61:18,	Horton 108:22
148:19	happening 111:11	24 62:2 65:19	113:18 116:23
guest 44:25 46:15	happens 149:15	81:2, 7 85:3, 10, 13,	120:1 127:22, 24
87:7 91:3, 7 99:7,	happy 80:5	18 88:13 89:8	131:9 132:2
14 104:10 105:9, 11	hard 96:21 147:8	90:21 92:8 116:9,	Horton's 131:3
130:6, 13	haul 95:19	13, 15 123:19 124:2,	hose 72:1
guests 73:19	hauled 17:7 95:15	10 125:20 135:6, 10	hospitalized 25:24
guilty 23:7, 8	head 6:9, 10 13:17	142:1 149:21	hot 86:24 87:23
gun 102:15	14:25 95:5 102:15	152:4 156:24	104:13
guy 27:12 59:22	headaches 26:2	157:2, 5	hotel 125:3, 8
60:6, 7, 16, 19 61:5	headphones 136:10	hire 60:10, 25	hotels 9:20
89:3 94:23 97:19	health 111:3	144:13	hour 20:2 77:8
98:19 110:24	healthy 24:19	hired 60:10 88:22	85:7
118:8, 14 146:19	heard 67:11 98:15	history 7:24 15:14	hours 7:19, 20
guys 59:10 64:10	111:24	17:20 25:21 32:5	house 4:20, 23, 24,
76:23 91:6 96:19	hearing 72:21	33:8, 18 34:20, 24	25 8:6, 25 9:23
101:25	117:19 138:5	35:1, 5	10:22 11:23 12:1,
	155:10	HOA 61:19 62:17,	2 14:13, 15 16:7, 13
		25 63:4, 19	18:2 23:19 30:10,

Joseph Brandon Epps

15, 19, 23 32:21 33:1 37:11 42:8, 9 49:12 58:6 59:15, 17, 21 60:4 61:4 62:14, 17, 25 63:21 64:19 65:10 70:23 71:19 72:6, 12, 14, 19 74:7, 15 76:20 77:16 79:21 83:18, 22 84:22 88:20 102:19 103:11 106:1, 16, 21 107:6, 8, 9 108:8, 17, 18, 25 109:7 111:2, 7, 11, 14, 18 112:1, 3 113:24 114:13, 23 116:19 119:2, 18 128:11, 11, 13, 16, 20, 23 132:8, 14 133:6 137:5, 9, 12, 15, 19, 21 138:7 139:23 140:3, 5, 8, 14, 16, 25 141:21 143:1 145:4 154:9 156:4 housekeepers 64:18 housekeeping 43:4 houses 62:21 huge 93:1 human 156:9 hurt 24:23 25:9, 11 HVAC 61:3 hypertension 28:6	135:24 impression 119:15 inadequate 47:5 included 136:18 income 18:3 independent 118:1 indicate 125:24 indicates 38:24 indicating 135:12, 13 136:5, 6, 8, 17 148:4 Inflammation 26:20 147:24 information 25:22 32:24 151:9 initial 30:24 42:14 131:3 initially 67:9 94:8 154:13 injured 27:10 injury 27:4 Inn 9:14, 19 input 100:8 inside 92:24 109:8 inspect 144:21 inspected 113:18 116:21 inspection 108:25 109:2, 8 112:1, 2 127:21 131:3 143:25 144:1, 15 inspections 144:14, 16 inspector 109:23 112:1, 5 installed 61:3 instance 126:2 instructing 40:4 instructions 6:4 insulation 136:7 insulting 41:23 insurance 27:14 121:14 intend 149:13 interest 144:11 interested 159:11 interior 46:15 internal 45:2 106:5, 10, 13	interpret 38:13 39:19 41:5 54:9 81:3 intervention 23:11 introduced 114:1 149:9 introducing 57:6 intruder 138:15 investment 74:12 involve 5:16 involved 5:18 22:6 40:10 123:16 irrelevant 35:25 issue 55:10 60:23 62:13 64:24 66:14, 23 87:1, 10, 24 89:17 98:7, 10 102:16 107:22 117:21 120:15 121:2 122:24 123:13 issued 127:24 issues 26:1 28:8, 22 29:20, 23 30:2 55:18 63:20 67:22 86:13 98:3 103:22 104:2, 21 105:3, 13, 13, 21, 22 106:12 111:5 119:1 144:18 items 46:22, 25 134:2, 3 136:24 137:4 138:1 141:22 150:16, 22 151:21, 25, 25 153:5, 16 items: 43:12 its 35:16 37:8 42:9 70:21 Iva 8:8	jobs 17:21 21:7 John 57:17 62:23 JOSEPH 1:1 4:9 7:10 158:1, 24 journeyman's 20:16 Jr 2:14 judge 6:20 7:7 JUDICIAL 1:1 July 62:9 147:10 June 58:23 60:12, 13 90:25 91:2 92:12 jury 6:21 7:7
< I > idea 48:6 49:6 52:10 53:3 60:21 71:11 72:24 73:1 112:4 122:2, 10, 11, 13 130:18 136:8 ideation 28:16 identification 76:15 identified 106:12 113:13 122:3 identify 125:7 images 132:8, 17 imaging 132:19, 23 133:4 implies 50:1 important 76:1			< K > Kathy 31:13 32:15 33:7 34:18 37:10 40:19 51:19, 20, 22 52:8, 19, 19 53:13 102:7 Kathy's 51:20 keep 43:13, 25 44:4 47:18 71:4 75:11 153:4 keeps 80:15 Kennedy 2:14 kept 21:4 68:1 78:6 93:24 key 135:5 kids 12:20, 24, 25 18:1 70:22 71:12 73:15 75:25 78:15 79:6 151:18 kill 96:9 killed 96:10 kind 6:3, 10 21:20 42:23, 25 58:10 66:24 71:17 91:20 97:20 112:17 128:17 129:10, 10 133:8 135:15 139:6 150:23 151:2, 6, 13 Kindly 67:13 kitchen 151:17 knew 68:15 111:23 knobs 134:20 know 7:4, 16, 17 10:3, 11, 13, 14, 19 11:7, 13, 13, 14 13:5,

Joseph Brandon Epps

6 14:21 15:23 16:5 20:1, 7, 10, 11, 18 21:8 22:9, 15 23:14 24:23 25:4, 6, 7 26:3 27:6, 9, 22 29:6 30:21, 22 33:2, 22 34:2, 7, 14 35:8, 11 38:11, 12 39:17 42:19, 22 44:8, 9, 14 45:1, 3, 15, 16, 20 46:4 47:19, 23, 24 48:7 50:1, 12, 12 51:20 52:1, 5, 7, 11, 13 53:2, 18 54:8, 8, 10 55:4, 6, 7, 10, 16 56:5, 7, 13, 15, 20 57:21 58:7 59:5, 11 60:7, 24 61:2, 3, 5, 13 63:8 65:6, 15 66:17, 21, 22 67:3, 5, 6, 24 68:4, 10, 21 69:2, 3, 8 70:10, 25 71:10, 12, 14, 16, 20 72:22 73:1, 4 74:25 75:1, 11 76:1, 5, 6, 8, 9, 18, 20 77:11, 17 82:4, 7, 14 83:5, 15, 17, 23, 24, 25 84:3, 9, 20, 24, 24, 25 86:14 87:11, 11, 13, 15, 21, 23, 25 88:10 89:2, 15, 25 90:1, 8, 12 91:9, 11, 14 92:3 93:5 94:25 95:10, 12, 16 96:23 97:3, 5, 21 98:18 99:24 100:3, 17 101:6, 7, 14, 22, 22 102:10, 20, 22, 23, 24 103:1, 2, 5 104:6 109:3, 3, 4, 13, 14 110:5, 6, 25 111:8, 9, 9, 16, 22, 23 112:13, 14 113:5, 5, 6, 7, 16 114:11, 12 115:6, 6, 24 116:4, 8, 8 117:18 118:11, 12, 22 119:9, 9, 14, 19, 21 121:5, 11 122:1,	5, 8, 9, 12, 14, 15 123:11, 15, 16 124:1, 6 125:3, 19 127:7, 8 131:19, 22 133:1 134:19 135:4, 11, 13, 22 136:6, 16 137:14, 15, 16 138:2, 9, 12, 23 139:17, 19, 24 140:1, 10 141:9, 17 142:6 144:9, 13 146:14 147:5, 15, 15 149:7, 14 150:6, 10, 25 152:25 153:1, 1, 10 154:15, 19 155:1, 3, 15, 16 156:3, 5, 14 knowledge 33:1 38:11 47:11 125:17, 18 126:1 known 122:25 knows 81:7 123:20 < L > lab 120:6, 9 131:2, 5, 7 132:3 139:9, 11 lady 112:6, 8 133:6 laid 96:10 landlord 33:18, 21 34:24 35:1, 7, 8 42:21 43:8 46:10 47:3 56:23 Large 159:3, 17 late 52:15 53:24 54:6 99:21, 23 lavatories 43:13, 25 44:5, 16 lavatory 87:7 99:7, 14 103:17 104:9, 10 105:9, 11 118:3 119:3, 3 130:6, 13 131:8 141:22 laboratory 44:12 LAW 2:6 22:8 120:25 lawn 64:18 lawsuit 4:18 5:18, 20 22:4, 6 lawyer 80:15 layman's 147:20 leak 44:23, 24 45:12 89:17, 24	94:10, 15 97:4 105:4 111:14 125:12, 15, 25 126:2, 3, 4 141:21 142:16, 20 leakage 45:6 leaking 72:20, 23 89:12, 14 90:15 91:16 124:17 125:24 leaks 71:7 72:10, 18 90:6 124:21 127:15 leaks, 70:18 learned 110:3 113:23 Lease 3:9 30:16, 19, 24 31:15, 23, 24 32:25 35:14 40:18, 22 43:21 45:20, 22, 24 46:1, 8 48:1, 17, 22 49:4 83:19 84:23 100:11, 15, 23, 25 101:9, 25 102:2, 4, 12, 14 103:7, 13 104:23 106:1, 20 107:11, 13, 15, 17, 18, 20 153:19, 20 leased 10:12 11:23 33:6 leases 46:7 leasing 34:25 35:3, 9 Leather 140:19 leave 81:18 95:7, 14 97:19 135:14 156:25 leaving 101:12, 15 lecture 38:9 LED 115:2 133:12 left 38:19 54:21 96:20, 23 127:7 129:25 134:3, 11 135:21 145:3 151:22 legal 38:13 39:19 41:5, 8 81:4 102:10 117:11 121:13, 14	legally 142:8 Lessee 49:25 letter 61:19 63:7, 8, 10 117:14, 15, 16 119:18 120:19, 25 121:2, 3, 17, 21, 23, 25 123:12, 21 letter, 123:24 letters 121:6, 9 122:24 123:15, 16, 18, 25 level 116:22 139:22 levels 109:17 110:2, 4 120:10 128:10 Liberty 159:12 licenses 21:21 lied 16:18 lien 139:1 life 19:16 75:2 lift 143:15 light 114:24 115:2 132:10 133:8, 12 lights 74:10 Lilli 13:7, 10, 14 14:2, 3 18:13 limits 72:15 line 35:24 158:1 lines 19:18 20:4, 6 link 77:20, 21 80:21, 21 links 70:17 108:1, 5 liquid 98:21 list 145:15 150:15 153:3, 9, 16 listed 32:14, 18, 20 105:13 listening 78:4 lists 151:8 litigation 9:1 35:14, 24 36:8 little 8:9 15:12 71:25 72:1, 3 79:14 93:1 95:19 116:10 live 7:15, 22 11:16 12:6, 9 14:8, 15 31:21 84:2 139:7 lived 7:17 9:10, 14 10:22 11:9, 22, 22 14:12, 15 111:2

Joseph Brandon Epps

living 11:24 51:23 52:20 124:25 130:17, 20 LLC 1:1, 1 2:3 4:18 load 109:17 loan 139:8 local 66:18, 18, 24 LOCATION 1:1 92:1 159:4 locations 64:14 long 7:15, 17 9:10, 16, 25 10:16 12:9 15:11, 15 16:18 17:1, 9 18:11 56:7, 9 58:19 73:14 96:4, 6, 7, 9 148:4 155:14 longer 17:15 85:3 look 5:2 20:9 30:12 35:19 45:4 49:1, 23 50:25 54:12 61:1 65:17, 22 72:7, 20 80:11 85:22 86:10 92:4 93:3, 19 94:4, 17 100:21 101:23 103:10 113:9 118:2 119:21 124:14 125:2 128:1 129:12 130:8, 25 133:17, 23 135:7, 11 141:8, 12 146:10 looked 90:1 91:20 94:19 109:6 119:1 121:18 131:5 141:23 144:24 153:13 looking 40:18, 23 59:13 111:3 124:15 153:17 looks 32:22 50:13 51:16, 19 69:13 71:2 93:11 120:5, 12 130:23, 23 loose 72:25 lost 110:18 150:16 153:5	lot 46:6 121:8 141:3 152:25 154:22 loud 41:15 73:18 Lowe's 77:7 lumber 17:8 lunch 85:9 116:11 luncheon 116:16 < M > machine 140:21 mailbox 57:18 65:5 69:11, 14, 16, 21 mailboxes 70:7 main 44:24 maintain 43:5, 11 144:5, 8 maintenance 61:9, 11 64:18 144:7 making 8:16 42:1 73:14, 17 97:1 122:25 malfunction 86:22 man 129:22 130:1 131:21, 23 151:16 management 28:18 man's 154:8 March 51:16 53:13 54:18 57:4 88:3, 11 mark 76:10, 13 MARKED 3:8 31:12 50:19, 24 56:25 58:21 61:16 62:10 67:8 69:9 70:12 73:5 76:14, 17 81:10, 13 82:21 85:2 88:1 89:6 99:16 117:7 119:23 127:19 132:1 133:15 150:12 married 8:18 10:7 12:4, 7, 15 masks 134:19 137:15 master 87:22 104:12 materials 95:18 matter 5:16 6:23	65:9, 11 matters 136:4 mattresses 140:19 McLeod 2:14 mean 11:5 12:25 13:25 17:20, 24 18:8 19:12, 14 20:7 23:25 24:6, 10, 10, 15, 16, 19 26:15 27:12 30:21 33:13 34:14 37:9 44:19, 23, 25 45:23 46:6 50:4 62:20 63:13 68:10, 11, 12, 13, 14 72:11, 24 75:25 76:1, 5 78:25 82:12 84:11 89:19, 25 93:15 96:12, 19, 20 97:23, 24, 24 101:11 102:16, 23 107:14 110:15, 16, 17, 25 111:9, 23 113:6 119:8, 20, 21 127:12 128:21 129:9 133:12 134:14 135:3, 18 137:14 139:7 142:11, 25 144:7, 9, 9 145:4 147:21 150:20, 23 151:1, 23 153:1, 1, 8 155:2, 15 156:2 means 50:2 116:4, 6 121:22 122:10 142:13 meant 70:18 91:16, 17 measurements 73:24 74:1 media 66:18 medical 25:21 30:2 145:1 150:6 medication 26:24, 25 meeting 15:24 melt 79:4 86:24 melted 86:25 melting 86:23 memberships 58:18 Memory 28:22	30:1 47:11 merge 141:15 Merritt 117:9 met 77:18 methods 144:17 MI 127:21 microwave 49:9, 10, 13, 21 73:8, 14, 16, 25 74:2, 4, 6, 9, 15, 22, 24 75:3, 4, 6, 11, 12, 15, 18, 21, 22, 25 76:3, 7, 22 77:9, 13, 15, 18, 23, 25 78:2, 6, 13, 16, 17, 19, 19, 21 79:2, 11, 14, 18 80:4, 6 104:15 107:22 136:12 microwaves 74:23 108:2, 5 Mid 23:14 24:23 59:21 middle 8:20 49:24 54:24 Mile 8:19, 23 mind 5:4 64:25 154:8 minute 38:16 40:13 121:12 minutes 116:12 miscellaneous 49:3 misleading 33:18 misled 33:9 missed 147:6 missing 80:14 85:14 misuse 47:5 MIT 108:21 modification 106:20 153:20 moisture 132:17, 20, 24 mold 108:21 109:23 110:2, 4, 5, 6 111:13, 18, 22, 23, 25 112:3, 4, 16 113:19, 24 114:5, 14, 23, 24 115:4, 5, 7, 9, 10, 11, 13, 18, 19, 22 116:1, 7, 19, 22 117:21 120:10 121:2 122:24 123:13

Joseph Brandon Epps

127:21 128:12 131:17 133:8 139:23 140:11, 23 141:9, 19 145:2, 20, 25 147:1, 14 148:21, 24 149:5, 18, 25 150:16 154:16, 18, 21 mold , 112:14 mold-related 148:7 moldy 129:14 mom 8:10, 18 Monday 82:25 money 45:11 46:22 139:6 152:25 month 15:12 16:17 48:1 52:14 55:24 68:9 99:5, 5 108:10 monthly 35:4 47:6, 14 months 10:19 79:6 147:4, 7 month-to-month 101:6 morning 21:3 mother 13:12 motion 105:5 Motor 27:2 move 10:4 104:22 108:17 137:4 moved 8:7, 8, 9, 19 12:11 30:13, 15 37:10 42:7 49:12 55:14 64:14 68:1 86:15 107:3 111:7 117:3, 3 119:18 137:8 143:5 152:1 154:8 155:14 moving 8:25 25:12 30:8 102:19, 25 103:3 140:2, 4, 6 mucus 148:3 150:3 Myrtle 10:12, 16 11:22 25:4 30:25 < N > naked 132:24 name 4:17 7:9 10:14 16:15 25:5,	7 98:15 113:9 146:18 named 57:5 145:6 names 17:13 113:6 narrow 118:21 national 66:19 natural 13:25 14:1, 6 necessarily 37:17 56:16 123:17 129:4 need 5:5 31:7 38:8 79:4, 4, 5 109:20, 21 132:19 needed 79:12, 12 92:13 94:9 100:6 109:22 143:18 needs 15:23 35:1 104:15 neighbor 57:7 neighborly 57:9 neighbors 65:25 66:7 96:5 neither 159:10 Nerve 29:3 never 8:1 22:12 23:22 27:10 35:22 36:8 43:18 113:10 122:3 new 74:2, 14 75:10 102:4 152:24 night 22:17 23:1 nodding 13:17 14:25 95:5 nods 6:10 noise 73:15, 18 noises 73:20 nonfault 27:6 nonverbally 6:11 nose 110:12 147:23 Notary 159:2, 17 noted 129:21 Notes 129:13 noticed 90:14 91:6 noticing 89:16, 23 notification 84:12 notify 154:11 noting 144:18 November 1:1 18:15, 16 73:8	74:25 81:17 82:3, 16 138:6 159:12 NSF 67:12 number 32:10 50:24 51:13 67:8 70:13 73:6 76:15 99:17 107:24 119:24 120:23 131:1 133:16 153:16, 17, 18, 19 numbered 130:9 numbers 109:19 155:2 nurse 25:2 < O > oath 6:19 7:6 object 35:21 36:3, 6, 10, 15 37:20 38:5, 9, 23 39:25 40:7 53:5 objecting 37:23 38:4 80:15 81:3 Objection 33:25 34:10 36:13, 20 37:4, 13, 16, 24, 25 38:6, 21, 23 40:5 41:2, 3, 16, 19 42:3 50:5 51:25 52:4, 9, 21 53:1, 17 54:7 88:13 124:10 125:20 135:6 142:1 objections 36:12 37:18 38:22 39:1, 6 159:6, 8 obligated 101:8 obligation 36:3, 10 47:3 obligations 46:9 Observations 128:15 observe 91:22, 25 observed 71:22 127:1 128:16, 19, 23 observing 92:17 obtain 139:10 Occasionally 26:15 occupancy 42:15, 21 44:18 occupation 18:12 19:14	occupied 12:1 23:19 46:21 47:10 48:21 occupy 32:21 33:10, 23 occupying 14:14 34:9 35:9 137:6 143:7 occurring 111:12 o'clock 21:3 94:24 October 103:12 107:17 108:11, 14 116:19 118:19, 21, 23, 25 120:8, 22, 24 121:20 122:20, 21 123:14, 14 124:13 126:18 127:22 143:6 159:18 odd 17:21 offer 141:18 offhand 150:10 office 115:22 OFFICES 2:6 official 159:11 officially 156:4 Oh 29:17 49:8 64:8 75:3, 17 92:10 132:15 once 82:11 99:4, 5, 5 128:25 133:24 137:18, 18 149:8, 10 153:8 ones 9:21 105:14 143:11 one-time 25:9 ongoing 5:20 online 16:6 open 96:20, 24 opened 75:15 76:23 operating 43:14 44:1, 5, 17 operation 143:15, 16 opinion 74:17 142:23 opportunity 20:1 154:7 156:16 oral 146:20, 22, 23 order 16:14 74:2 ordinarily 114:25 ordinary 73:19

Joseph Brandon Epps

organizations 66:19, 24	Pampered 63:25 64:11	people 16:11 57:17, 18 58:15 59:14	pipng 70:22 72:14, 15
original 107:20	pans 136:14	62:13, 21 64:23	place 8:3 10:14
orthopedist 27:20, 22	pantry 136:14	65:13 75:2 97:14	25:7 51:6 59:22
OTB 15:2, 4, 8, 15, 17, 19	paper 98:23 140:18	113:1, 3, 14 115:8, 11, 12 118:1 143:7	68:1 123:17
outside 40:14	paperwork 30:22 101:14	156:5, 8	127:14 138:18
62:14, 17 70:21	paragraph 35:20	percentage 139:3	155:5
71:11, 23 72:18	36:18 40:18 43:3, 3 47:2 49:1, 2, 11, 23 65:17, 22 66:2, 3 120:13	perform 45:18 46:24	places 19:11 92:21 109:4 112:3, 15 114:22 126:5
95:15 109:8 140:23	parents 8:1, 5, 6, 8	performed 113:14	Plaintiff 1:1 2:6
outstanding 119:2	park 57:8, 18 65:3, 8	period 4:20 27:4, 5 58:13 59:21 91:13 94:14 106:17 111:2, 10 121:7, 10 122:20	PLAINTIFF'S 3:8
overdraft 67:15	parked 65:1, 7	permanently 96:9, 11	plan 83:17 84:9, 16 149:5
overflowing 44:21	parking 62:14, 21 63:5, 20 64:24	person 46:4 78:9 93:18 112:20 114:8 142:12 145:5, 8	planning 147:12
oversleeping 21:4	part 17:23, 25 29:7 32:25 42:11 49:4 73:2 82:3, 16 89:2 132:16	personally 45:18 63:2	plastic 70:22 71:19, 25
owed 100:6	particular 19:15 133:8	phlegm 150:1	PLEAS 1:1
Owens 31:13 32:15 33:7 34:18 37:10 40:19 51:20, 23 52:8, 19, 19 53:13, 16	parties 4:3 141:16 154:24	phone 5:3 51:13 68:2 73:13 78:8	please 54:25
owned 138:17	party 159:10	Phyllis 57:5, 6, 17 62:23	plumbing 21:16, 18 46:16 98:3, 5 104:25 105:3 106:5, 10, 13 143:11
owner 15:9 106:21	patched 97:9	physician 23:21 24:7	plus 35:6
< P >	patio 136:15	pick 6:9 15:21, 22 82:24 95:17	point 8:2 53:6 57:16 68:16, 22, 24 75:21 78:10 84:18, 21 88:19 89:13 92:15 97:8 105:22 110:6 117:8 134:16
p.m 1:1 157:9	Paul 94:6 95:1 117:25 118:4, 11, 12, 13 119:11, 14, 15	picked 95:17	pointed 116:24 131:18
P.O 1:1	Paul's 119:12	Pickens 8:24 159:12	police 22:25
PAGE 3:2 32:9, 9 35:13 43:16 48:24, 25 49:1, 7, 10, 24 50:15 51:9, 12, 14 54:13, 24 55:22 62:6, 7 63:23 85:14, 15, 20 86:11 99:18 119:25 124:14 128:15 129:7, 7 130:5, 8, 15, 18 131:12 158:1 159:4	pay 47:16, 21 56:19, 21, 22 60:2 100:17 107:7 109:23 138:25 139:1, 4, 5 141:18, 25 156:7	picture 130:1, 6, 12 133:25 134:18, 18 135:18, 18, 23 136:2	polyps 147:23
paid 16:19 52:15 53:15 54:19 68:8, 22, 24 69:6 70:9 82:3 88:25 142:18	paying 48:9, 12, 15 82:15 100:8 125:2, 8 142:21	pictured 134:2	pop 71:9, 15
pain 29:7	payment 81:17, 24	pictures 129:22 130:10, 13, 16 133:2, 2, 4 135:11	popped 70:21
paint 88:19 92:24, 25 126:17, 19	payments 35:5	piece 46:2, 5, 10 56:18 64:25 71:19 72:12	porch 74:6
painted 88:21	PDF 63:15	pieces 79:13	possession 49:25
painter 89:4	Pee 11:11, 20 12:2, 11	pile 95:9, 13	possessions 151:5
painters 88:22, 25 89:1	Pelham 9:15	piling 95:2	possible 134:9
	pending 159:11	pipe 71:19 72:19	possibly 94:22
			pot 86:25
			pots 86:23, 25 136:14
			pouring 70:23
			powder 130:12
			power 19:17 20:4, 6
			practicing 43:4
			practitioner 25:2

Joseph Brandon Epps

prayed 135:24	Probably 18:13	providers 147:13	quick 25:16 51:2
precludes 42:13	32:7 35:10 53:6	provides 46:13	63:12 85:11
predominantly	68:4 85:7, 24, 24, 25	provision 37:7	quicker 155:10
66:10	144:11 147:2, 11, 17,	provisions 39:21	quickly 51:1
preexisting 42:12, 20	18 148:6 151:11, 16,	40:24	quit 16:20
premises 36:19, 24	16, 17, 18 152:16	Public 159:2, 17	quite 110:12
37:2, 11 40:24	problem 37:19	pull 27:12 72:19	quote 114:19 130:1
41:21 42:6, 14	38:24 39:9, 13, 15	pulled 72:13, 25	138:21 141:13, 14
43:5 44:18 45:12	40:8 56:4 60:3	99:7, 12, 14 129:14	
46:21 47:10	65:9 73:17 76:2, 7	pump 59:25 98:3, 7,	< R >
prepared 132:4	77:2 110:14 140:9	22	racial 66:12, 13
prescriptions 24:25	154:11, 14	purchase 106:21	rackets 136:23
Present 2:11 37:2,	problems 44:15	107:8	rafters 112:16
8 40:25 41:22	57:9 59:18 65:24	purchased 79:19	Rage 28:18
42:6, 9	111:11 143:21	80:6	raise 20:2
preserved 37:18, 23	144:16 145:12	purchasing 106:16	raised 91:3, 7
38:7, 22	156:4	purposes 123:20	ran 32:22
press 85:9, 10	Procedure 4:5	pursuant 40:21	rare 24:5
pressure 72:25	process 141:1	purview 151:13	reached 70:2 76:6
Pretrial 23:11	produce 112:17	pushing 156:17	read 41:12, 13, 14,
prevented 102:18,	produced 122:4	put 16:11, 13 34:4,	18, 24 42:1 43:18,
25 103:3	product 58:11	5 59:23, 25 60:1	20 103:25 104:1
previous 51:14	98:16	61:6, 12 72:24	116:2 123:16
60:11 131:6	products 58:8	76:22 80:11 97:12	125:23 128:18, 21
previously 9:22	136:9, 20, 20 152:3	102:7 127:2, 5, 10	129:9 157:2 158:1
77:15 86:14 117:3	profession 17:18	134:21, 22 138:13,	reading 4:6 37:1
Price 12:19 106:24	18:4 19:14	16 139:3 150:18	63:16
107:5 151:2	Professional 159:2,	puts 147:5	ready 78:3
primarily 18:17	16	putting 33:16 40:5	real 20:14 102:16
143:11, 16	prompt 6:11	150:18	realizing 111:3
primary 23:21 24:6	pronounced 8:15	< Q >	really 17:19 23:22,
print 16:23, 24	proper 155:11	qualification 33:19	25 35:25 39:18
153:15	properly 43:14	quality 128:11	61:8 73:18 81:24
printed 16:25	44:1, 6, 17 61:12	question 6:7, 14, 14,	100:20 109:18, 18,
printer 136:11	148:5 155:13, 18	16 13:4 24:20	18, 19, 20, 20 110:25
140:24	properties 57:16	36:4, 11, 23 37:17,	116:8
Prior 8:25 9:12, 18	property 33:6, 10,	20 38:6 39:7, 10, 16	realty 10:15
10:9, 20 11:8, 20	23 34:9, 25 35:3, 9	48:24 53:5, 8	reason 7:2 45:6
12:15 14:14 15:17	40:21 46:2, 5, 10	68:20 79:16 88:17	52:7 77:6 82:8
16:3 17:5 23:20	48:21 49:25 56:17,	102:13 125:19	111:20 134:14
24:4, 21 25:23	18 65:1, 4 113:19	129:5 133:18, 20	149:7
26:10, 12, 24, 24	139:15 143:7, 12, 21	134:15 142:5	reasonable 43:6
27:20 29:16, 23	144:6, 22 154:9	149:22 150:17	reasons 32:5 79:17
30:2 35:14 42:21	prosecuted 23:6	questions 6:5 19:15	recall 48:20 56:4
90:6, 11, 15, 16	protocol 148:22, 24	25:20, 21 35:25	59:1, 12 62:17
91:10 110:7, 24	provide 151:14	36:7, 14 40:8	69:12 73:10 82:5
149:17, 24 150:8	provided 32:25	48:14 51:3 79:1	87:20 88:8 89:16,
156:17	88:10 113:13	128:4, 22, 24 129:2,	23 90:6, 10 92:17,
privilege 6:23	150:14	3 156:2, 23	18 93:12 99:13
Pro 17:15			108:10 117:3, 17, 19

Joseph Brandon Epps

125:11 137:9, 20	remediated 113:2	23 68:8, 21, 24, 25	represented 42:8
139:21 145:8	135:25 138:19	69:5 81:17, 17	117:9 119:10
receipts 47:18	142:22 154:19	82:3, 15 83:1, 6, 7	Representing 2:6,
153:4	remediation 112:19,	88:11 99:21, 23	11 4:18 121:13
receive 27:18	21, 24 114:16, 17	100:19	request 51:10
received 20:13	116:24 132:4, 5	rental 10:22 32:11	119:13
55:19 67:15 81:18	138:21 141:19, 25	rentals 144:10	requested 77:20
128:2	142:18	rented 4:20 46:11	80:21
receiving 88:8	remember 5:10 6:2	renting 56:18	required 39:2
120:18 121:21	8:4, 6 9:21 10:14,	repair 44:11 45:5,	reserve 38:25 39:5
recess 25:18 40:15	25 11:10 12:13	11, 12 46:14, 22	reserves 4:6
85:12 116:16	15:16 17:3, 13	78:21, 22 96:17	resided 7:25 8:4
recollection 63:4	19:24, 25 20:5	118:2 141:24	9:1 40:21
84:21 145:6	22:16, 18, 21 23:10	repaired 45:16	Residence 9:14, 19
record 37:14, 15	25:5, 25 27:9	73:22 97:10 104:8	Residential 32:11
38:20 40:6 50:20	29:24 34:21 46:23	142:22 155:12, 18	re-signing 104:23
62:10 81:2 125:5	55:8, 11, 12, 13, 19,	repairing 118:20	resolve 5:22 63:2
142:10 147:9	21 56:2, 3, 10, 11	repairs 45:18	resolved 59:10
153:18 159:8	57:12 60:8, 15, 20	46:24 97:1, 3, 15	65:23 154:20
recorded 159:6	61:10, 12, 14, 15	repay 47:3	respected 154:9
redo 94:11	62:19 63:6, 9, 13, 16,	rephrase 149:21	respective 4:2
refer 4:23 5:5 31:2	17, 22 65:16 68:12	replace 150:25	respond 6:11 68:2,
reference 56:16	69:15, 16, 18 72:8	151:1, 9, 21 152:13,	6, 16 129:3
references 86:1	80:25 82:15 83:3,	14 153:2, 5	responded 55:23
referencing 57:12	11, 12 84:19 86:7, 8	replaced 70:7	67:23 68:3 70:5
121:3	88:9 89:1 90:13	104:16	76:21 106:2, 4
referring 61:20	94:4 95:23, 25	replacement 79:18	120:14 155:9
66:6, 20, 25 90:9	97:16, 17, 24, 25	154:22	responding 54:14
108:4 121:24	98:4, 9, 10, 11, 16, 18,	replied 67:11, 14, 14	67:20 69:1 82:9
122:6, 7 123:25	24 99:2, 8, 9, 11, 15	103:11, 15, 21	128:24
124:9 127:18, 23	106:17 108:9, 13, 16	104:10	response 6:12
refers 84:7	109:15, 19 110:19,	report 42:12, 19, 23	62:12 76:11 81:25
refrigerator 136:12	20 112:6, 11, 18, 22	43:1 109:11 110:8	117:16 120:19
refused 61:6	113:6, 8, 12, 12	112:17 127:20, 23,	135:6
regard 48:15	116:21 117:5, 5	24 128:1, 8 129:7	responsibility 44:4
regardless 71:16	118:22 119:8, 20	131:2, 5, 7 132:3, 11,	106:6 141:23
regards 156:11	128:9 131:19	16 141:9 143:22	142:6, 13
Registered 159:2, 16	134:24, 25 135:19,	155:20, 21	responsible 142:21
related 145:2, 20, 24	20 136:4, 5 137:10	Report , 131:12	responsible , 142:16
147:1, 14 149:5	138:2 141:2, 7, 10,	REPORTED 1:1	restored 129:15
159:10	11, 12 145:7 146:18,	111:17 145:16	restroom 25:16
relative 20:14	19 147:7 150:11	Reporter 3:6 6:9	RESUMED 25:19
relevance 38:7	remembering 96:22	76:14 157:1, 4	31:10 34:3, 11
relevancy 37:17, 18,	remind 55:24	159:1, 2, 16	36:17, 22 37:6
23 38:21, 22 40:1	remove 140:22	reporting 139:21	40:16 41:11, 17, 20
remainder 81:16	146:23	144:16	42:4 50:8 52:2, 6,
82:25 85:16	rent 33:4 47:25	reports 120:6, 9	12, 24 53:12, 22
remediate 114:5	48:5, 7, 9, 12, 15, 18	127:18 139:10, 11	54:11 62:4 65:21
140:11	52:14, 15 53:14, 24	represent 48:22	76:16 81:5, 9
	54:5, 19 56:19, 21,	49:3 67:12	85:19 88:15 89:9

Joseph Brandon Epps

90:22 92:11 116:17 124:3, 12 125:21 135:17 142:3 149:23 152:5 retest 139:15 return 42:12 returned 88:5, 11 returns 15:25 review 35:16 128:19 131:7, 8 138:21 139:9 Rheumatoid 26:18 Rick 34:1 51:6, 12 52:23 53:2, 3, 13 54:14 55:13, 22 56:8 57:21 58:24 59:23 60:10, 11 61:6 62:9, 12 67:10, 24, 25 70:25 73:14, 21 74:7 76:5, 6 78:2 80:18 81:15 82:8, 12, 23 84:6 86:12 88:3, 24, 25 89:3, 21 90:17 91:1 93:11, 22 94:6, 15 99:19 100:17 101:13 102:2, 13 103:11 104:2 111:18 116:3 119:14, 15 124:16 134:20 138:10 141:10, 14, 16 155:2 156:6 Rick's 76:11 ridden 29:5 Ridge 20:22, 24, 25 RID-X 98:21 right 6:24 9:18 10:9, 20 11:4 13:3 14:3 16:3 18:13, 16, 18, 20 20:11 23:17 25:15, 17 27:16 31:9, 11 35:12 36:15 38:8 39:20, 22, 24 50:16, 18 51:7 53:4 59:24, 25 60:1 62:5 63:5 67:7 70:18 71:7 73:3, 5 74:15 76:24 78:11	79:4, 22, 23 80:6, 12 81:1, 6 85:1, 20 86:3 89:6 93:14 94:7 97:11 103:5 104:5, 14 105:19, 21, 23 106:2, 3, 24 107:8, 11, 19, 20 113:19 114:6, 14, 24 118:4 120:12 125:13 126:22 127:4 129:5 130:18, 22 134:7 135:23 139:12 142:12 144:2, 15 145:23 146:12 147:10, 11, 21 148:3, 17 150:10 152:8, 15 154:3 156:15 rights 46:9 ring 72:3 ripping 95:1, 2, 8 road 5:17 9:15 146:11 roof 89:12, 13 90:9, 15 93:4 room 38:15, 19 55:15 95:3 109:18 130:12, 17, 20 131:20 rooms 115:20 125:3, 8 132:18 151:19 Rose 9:22, 25 10:4, 9 14:9, 14 23:20 30:7 40:20 44:6, 12, 17 52:14 54:19 58:25 86:13 134:4 137:5 rude 6:12 Rules 4:5 37:19, 24 rumbling 73:20 run 5:17 25:16 57:22 62:25 64:6, 10 69:20 144:10 running 62:16 63:20 rush 101:23 < S >	safe 68:23 121:24 sagging 92:16 satisfied 84:22 saturated 92:25 saw 16:6 35:22 41:6, 9 95:12 111:13 125:10, 13 133:2 145:5, 11 146:1 148:12 Sawyer 13:7, 10, 13, 23 saying 8:13 9:22 37:22 55:11, 13 66:2 73:4 81:24 83:6 93:20 94:1 101:19 103:4 105:6 111:5 118:5 120:25 122:4, 5 123:21 125:22 138:8 says 37:1, 8 42:5 43:4, 24 45:5 47:2 49:3, 10, 24 51:20 52:13 53:23 54:25 55:17 57:7 58:23 65:23 67:11 70:15 82:24 84:15 85:21 86:12, 13 87:1, 22 88:4 91:15 92:5 94:24 99:20 100:2, 23 105:15 124:16 129:13 147:16 scan 140:25 schedule 123:4 school 8:20, 21 18:20 19:5, 7 20:12 41:7, 25 screen 16:23, 24 screens 46:16 screwed 71:17 72:5, 6 screws 71:18 scrimp 72:16 scrumped 71:20 seal 91:17, 17, 23 159:12 seat 27:13 91:16 second 63:23 65:19 85:20 87:1, 17 99:18 119:25	121:3, 21 125:12 126:2, 4, 18 131:11 133:17 139:9, 11 section 96:13 Security 21:23 see 23:23 32:12 33:3 35:23 36:19, 24 37:3, 5 41:1, 10 42:15 43:8, 15, 24 44:9 45:7, 10 46:17 47:7 49:8 50:11, 17 52:16 53:23 54:16, 17 55:2 57:10 59:7 61:22, 22 63:13, 25 64:4, 14 66:1 67:18 71:7 72:10, 11, 18, 20 81:18, 25 83:19 87:3 88:6 91:4 92:6 97:22 99:21 100:11 103:13, 17 106:6 108:2 115:1, 3 120:1, 15, 20 124:18, 21 126:14, 16 129:15 131:12 132:17, 24 135:11 145:7 seeing 43:19 90:6 92:18 99:13 111:18 125:12, 14, 15 145:9 seek 147:12 149:5 SEEML 120:6 131:6 139:10, 14 seen 27:20 35:12, 14 36:8 61:25 62:3 70:17 111:18 sees 39:12 Seizures 26:6 sell 58:8, 10 send 51:17 52:8 63:7 73:23 82:13 123:12, 17, 24 sending 68:4 108:5 122:24 sense 72:14 129:4 sent 27:14, 15 51:22 57:4 63:8 74:1 76:5 77:20

Joseph Brandon Epps

80:20 82:9 89:10 100:19 101:14, 14, 16 107:25 109:11 118:25 121:17 123:15 124:24 sentence 45:4 65:23 66:4, 5 70:15 84:8 92:7 September 43:22 70:14 99:21, 23 101:5 104:9 119:4, 6 sequence 78:12 113:17 series 25:20 96:19 114:10 service 47:4, 21 Services 121:14 set 130:10 139:9, 11 140:13, 15, 23 settled 5:23 seven 19:23 94:23 SEVENTH 1:1 35:19 sewage 90:8 sewer 44:19, 20, 21 98:3, 7, 22 143:14 shakes 6:10 share 31:7 Sheetrock 92:19 95:2, 9, 13, 20 96:2 97:9 129:14 Sheriff 5:17 22:5 sheriff's 5:12 Shield 117:12 shined 114:25 115:2 132:10 133:7 shop 153:11 short-circuit 36:6 shoulder 122:11 show 61:16, 17 89:5 128:8 132:23 153:14 showed 66:16 109:4 112:3, 12, 15 114:8, 13, 21, 22 128:10 132:11 133:7 156:10 showing 89:24 90:3, 5, 24 112:2 shown 136:2 shows 94:23 121:23 156:9 shrug 122:11 sick 23:24 110:7 122:25 123:13 side 15:20 65:6 70:23 72:6 sign 30:24 31:15, 23 32:6 35:23 50:9 101:9, 25 102:2, 14 103:7 106:1 157:3 signature 50:11, 13, 14, 17 153:22 157:1 158:1 signatures 48:25 50:13 signed 30:16 35:17 43:21 48:22 50:20 signing 4:7 100:14 signs 16:25 similar 148:13 simply 37:25 sink 44:12 105:4 141:22 sinks 43:13, 25 44:4, 16 Sinus 29:20 145:21, 24 147:25 sinuses 110:14 111:6 146:2 150:2 sir 23:3 54:3 107:1 sit 123:3 sitting 74:6 92:16 situation 69:19 73:10 156:12 six 8:8, 19, 23 14:3, 8, 10 73:15 75:23, 25 78:1, 6, 14 79:6 143:8 sixth 28:1 size 59:25 79:12 95:13 small 134:22 smell 145:13 Smiles 146:12, 16, 17 Social 21:23 socially 64:20 soft 115:1 sold 58:18 solve 66:23 somebody 32:20 35:3 57:5 61:8 84:13, 14 93:12, 20 94:17 96:16 98:11 114:4 116:21, 23 118:19 119:4, 9, 12 120:14 132:10 154:16 somebody's 16:12 son 148:12 son's 145:22 146:3 soon 76:6 sore 27:14 sorry 14:11 25:15 53:21 78:25 92:10 117:23 123:7 150:3 153:19 sort 17:21 18:12 67:4 86:2 98:10 106:20 sought 144:25 146:25 149:5 sound 147:10 sounds 17:21 source 97:4 South 1:1, 1, 1, 1 2:4, 5, 10 4:4, 21 7:14, 18 8:19 9:8 36:2, 10 115:14, 20 159:3, 12, 17 space 34:14, 17 75:13 76:22 spaces 115:19 spam 82:10 SPARTANBURG 1:1 4:21 9:2, 4 11:6 speak 38:4 53:19, 20 Speaking 36:11, 13 special 140:12 specific 64:20 specifically 90:9 134:25 156:11 specify 5:1 speculating 73:3 speculation 73:2 spend 45:11 46:21 spent 152:23, 25 spigot 70:16, 20, 21 71:9 spore 128:12, 12 129:21 131:12, 20 spores 140:23 spot 126:6, 7 spots 32:23 spray 140:12 spreading 92:22 squeal 73:18, 20 stands 67:12 start 87:10 110:23 148:9 started 15:12 20:7 68:3 70:24 73:14, 16, 17 75:15 86:23 87:20, 23, 24 89:12, 14 95:1, 2 96:5 97:1 110:18 111:7, 11, 12 125:2, 8 126:7 141:21 142:17 148:1, 22, 22 154:15 STATE 1:1 36:12 39:3 66:19, 24 159:3, 17 stated 38:10 40:24 63:24 76:21 89:11 90:10 159:4 states 42:11 49:24 54:14 57:6 81:16 stating 91:2, 2 stay 17:23, 25 37:15 62:7 83:18, 22 84:9, 23 86:22 stay, 84:16 stay-at-home 18:8, 17, 19 stayed 9:20 10:11 131:21 staying 84:17, 19 stays 149:11 stenographically 159:7 step 38:15 66:22

Joseph Brandon Epps

67:1, 3	Sumter 19:20, 21	116:16 136:9 159:3	51:23 52:20 53:16
stepchildren 13:8, 18	superintendent 21:2	takes 49:25	101:3
stepdad 8:19	supply 47:5	talk 97:14 98:2, 6	tenants 37:9 40:24
133:25	supposed 56:14, 21	109:1 117:25	42:13 143:22
stepkids 13:2	61:19 99:4 104:25	118:15 122:16	144:16 155:4
steps 74:7	147:16	128:15 132:9	tenant's 42:14
sticker 76:12	supposedly 23:3	150:21 154:5	43:12 44:4 45:5
Stiffness 26:16	sure 8:16 10:2	156:24	46:14 47:3, 4 106:6
stipulated 4:1	17:10 18:2 42:1	talked 22:4 73:21	tent 140:13, 15, 15,
Stipulation 3:3	58:1 68:6 77:11	101:13 105:12	23
stop 19:3 40:9	78:11 91:14 93:21	106:22 109:3	tents 140:13
45:12 145:23	94:22 113:17	116:20 118:7, 10	term 100:22 101:2
155:17	123:10 124:11, 13	122:19 132:2	terminated 21:6
stoppage 45:6	125:6, 18 132:21	139:2 144:15	terminology 81:4
storage 134:22, 23	134:8, 11, 12 139:13	150:7, 20 156:5	111:25
136:1, 25 137:3	147:4 156:14	talking 4:25 8:16	terms 35:16 40:21
138:1 152:1	surgeon 146:9, 9, 21,	17:6 76:18 84:16	147:20
story 81:16	22	97:17 98:11, 17, 19,	tested 139:23
Stove 49:9, 10, 13,	surgery 29:14	25 116:18 132:12	testified 4:11 86:14
14, 15 86:15 104:15	145:22, 24 146:23	142:25	137:11
stovetop 86:14	147:17, 19 148:15	tall 152:16	testify 81:8 159:5
Street 1:1 2:4, 9	surprised 67:20	tank 44:21, 21	testifying 6:20 7:6
65:8 96:2	switch 19:24	taped 134:22 136:1	testimony 6:22 7:3
stretch 72:16	swollen 148:2	taste 145:14	30:1 36:1 62:13
strike 140:3	Swollenness 29:1	Tax 15:2, 4, 8, 15,	67:21 123:11
stuff 16:8, 11 59:24	sworn 4:10 159:5	17, 19	142:22 158:1
68:4 74:11 82:11,	symptoms 149:9	Taylors 10:22 11:2,	159:6, 8
11, 12 83:9 96:22	system 47:4, 22	8	testing 110:1
98:1, 20, 23 105:1	61:3 143:12	tear 43:6	127:21
115:3, 4 118:9, 14	149:10, 11	tear-out 154:22	text 39:13 41:6, 9
119:21 128:18	< T >	Technical 19:2	42:2, 15 43:8 85:17
132:11 134:21, 23	table 57:19 95:14	147:20	thank 4:16
136:13 139:16	take 15:24 17:24	tell 7:6 31:1 54:25	Thanksgiving 75:1
144:14 145:15	18:1 19:10 25:16	60:13 77:12 81:16	thereof 159:11
148:2 151:18	40:13 50:25 53:9	85:22 92:23	thereon 43:7
subcontractor 21:21	55:1 85:4, 7, 8, 22	103:23 104:2, 7	thermal 132:8, 17,
subject 9:1	107:2 114:19	108:24 109:9, 10	19, 23 133:4
submit 42:23	116:11, 14 126:19	112:13 115:25	thing 6:10 25:9
submitted 42:20	132:9 133:16, 23	118:24 128:25	67:6 71:24, 25
Subparagraph	135:14 136:7, 7, 10,	129:18 130:15	72:3, 16 79:10
43:13, 24 46:13	12, 13, 15, 19, 21, 21,	145:24	84:13 86:2 96:23
substance 6:21	22, 23, 24 138:25	telling 78:7 99:2, 3	126:5, 20 134:1
successful 75:2	139:8 140:17	109:15 131:20	137:7 138:4 151:6
sufficient 67:13	152:3, 6, 7, 9, 10	ten 17:22 23:20	156:6
74:18 88:5, 11	156:8	24:4, 11, 21 77:3	things 15:21 18:2
Suicidal 28:16	TAKEN 1:1 4:4	79:13 149:12	29:22 44:19, 20
Suite 1:1 2:4	7:5 25:18 40:15	tenancy 101:6	73:19 79:6 87:12
summer 16:5	69:2, 4 85:12 97:9	Tenant 37:1, 7	104:4 110:20, 20
sump 143:14		41:21 42:5 43:4,	111:12 124:9
		11 45:5 46:9, 13, 14	142:25 144:24

Joseph Brandon Epps

145:16 151:5, 13 153:4 154:4, 22 155:16 156:3, 7 think 8:5, 7, 18 9:11, 17 16:18 18:6 19:23 20:24, 24 22:15 23:12 25:3, 3 28:1 31:2, 16 33:16, 19, 20, 20 34:19, 23 35:5, 7, 8, 10 46:23 48:5 51:22 52:3, 18, 23 53:6, 15 58:14 60:17 62:6, 12 63:1 67:23, 24, 25 68:3 69:21 70:10, 11, 17 72:21 75:5, 10, 14 76:5 77:19 80:23 84:7, 9 85:22 86:5 87:12 88:25 89:6 90:14 91:12, 16, 19, 24 94:6, 16 95:22, 24 98:9, 18, 24 99:3, 5, 12 100:16 102:21 106:22, 22 107:1, 6, 23 108:11, 13 111:17 112:18 114:20 115:5, 7, 8, 13, 17, 19, 22 116:2, 9 117:2, 12 118:18, 18 119:6, 13, 17 121:2, 22, 23 122:7, 19, 23 124:7, 8, 8, 9, 24 127:7, 12, 12 128:24 130:9 131:5, 6 134:17 137:17 138:4, 7, 24 141:5, 10, 24 142:8 143:3 145:14 146:15, 22, 25 147:15 152:12 153:13, 25 154:2, 6 155:17 156:15, 20, 21, 22 thinks 39:21 91:15 123:22 124:5 third 65:23 66:2, 4, 5 92:7 128:14	Thompson 1:1 159:2, 16 thought 16:6 38:3 49:11 51:23 52:19, 23 53:3, 3, 16 55:23 78:17 102:4 138:3 three 11:14 12:25 13:2, 8, 18, 22 14:5 17:10 59:7 96:8 104:3 three-month 147:5 tight 65:6 TIME 1:1, 1 4:21 7:23 8:2 10:5 12:14 19:11, 24 24:3 27:13 29:15 30:15, 18 37:12 43:19 46:20 47:9 48:20 56:7, 9, 19, 23 58:13 60:13, 19 64:5 68:16 71:8 73:14 75:22 78:21, 23, 24 88:19 89:13, 16, 23 91:6, 13 92:12, 15 93:12 94:14, 21, 22 95:16 96:7, 21, 24 97:8 98:12 101:10, 23 102:16 105:23 106:17 107:12, 14, 16, 18 110:12, 13 111:2, 10, 13 113:23, 25 117:8 121:7, 10 122:20 123:13 125:11, 11, 12 126:18 127:9 137:20 138:7 139:19 140:5 143:4 144:20, 25 146:24 147:2, 3 148:19 149:14 159:4, 6, 9 timeline 114:11 116:20 132:2 timely 155:6 times 6:1 55:18 57:25 58:6 59:15 60:17 70:16 73:22 137:12	today 4:16, 24 6:4 7:3 9:23 30:1 70:16 89:12 150:25 151:1, 2, 24 toilet 44:24 45:2 87:2 91:16, 21, 23 93:10 98:23 99:6, 14 104:11 105:15, 16, 16 118:3, 16, 17, 20 119:3, 10 141:22 toilets 143:11 told 27:15 45:17 59:24 68:5 69:21 70:22 71:12, 21 73:23 74:7 75:10, 20 77:18 79:24 80:2, 5 91:9 93:22 95:8, 11, 14 107:1 108:20 110:2 111:21 114:23 116:21 121:12 123:2 129:11, 14, 19 140:14 148:10 154:13 tomorrow 54:15 Tonnson 1:1 2:3 tooth 146:8, 16, 23 top 49:2, 7, 9 tore 118:8, 14 torn 94:10 total 14:3 19:23 track 83:2 trader 15:11 trading 15:3, 9 training 20:14 21:9, 15 41:8 transcribed 159:7 transcript 4:7 6:8, 13 53:9 158:1 159:4 transcription 158:1 Trap 131:12 trash 69:14, 20 127:2, 5, 10, 13 treated 28:14 145:20 146:6, 7 155:2 treatment 27:18 145:1 146:25	147:13 148:21, 24 149:4 trial 156:17, 19 triangle 65:1 triangular-shaped 65:4 trick 134:15 tried 5:17 22:16 55:17 63:1 96:13 102:17 141:15 troubling 145:12 truck 17:7 69:14, 20 Trucking 17:16 trucks 17:9 true 158:1 159:8 truth 7:6 159:5, 5, 5 try 96:14 97:3 138:25 139:7, 8 153:11 154:12 155:6 trying 6:12 7:24 19:10, 13, 15 34:25 36:6 39:18 40:3 65:19 74:13 127:13 139:7 T-shirts 16:25 Tupperware 63:25 64:10 turned 61:9 73:15, 16 two 10:2, 3 11:14 12:23 14:3 17:3 51:2 72:5 74:23 79:6 80:22 84:16 96:8 108:15 123:25 124:9 130:13 144:17 148:19 149:13 153:11 type 65:10 126:20 typed 159:7 < U > ubiquitous 116:1 Uh-huh 5:15 11:17 14:17 15:7 31:18 39:8 42:16 45:8 59:9 62:15 64:2 80:7 81:20 86:16

Joseph Brandon Epps

87:4 99:22 103:18 112:9 113:20 120:2 126:13 129:24 130:2 131:14 137:24 149:1 153:21, 24 Uh-uh 21:8 unannounced 144:23 underneath 44:23, 24 91:21 126:23 127:2, 5, 11 undersigned 158:1 understand 6:14, 24 7:5 36:2, 5 42:7 44:3 45:24 46:8 47:25 69:24 78:12 86:2 90:4, 25 125:16 128:5 129:11 142:12 150:6 understood 6:16 43:11 Unfounded 23:5 uninhabitable 108:19 unit 136:1, 25 138:1 152:1 unlocked 97:20 unquote 130:1 unsafe 139:22 unsure 141:8 upset 63:1 79:14 upsetting 78:3 upstairs 59:6, 19, 21 us , 66:19 use 26:10, 12, 14 31:9 56:7 75:4 96:25 98:13, 14 131:23 Utilities 19:20, 22 utility 103:17 104:9 < V > vacate 108:8 vacated 134:4 143:6 vacuum 140:22 value 150:21, 24 151:9, 14 values 151:4	various 108:1 137:12 vehicle 27:2 vendor 70:6 verbal 6:12 verbally 107:1 vinyl 46:17 visibly 111:13 visit 30:7 visitors 57:8 visual 72:18 143:25 vitamin 152:3 vitamins 152:6 volunteered 141:25 vs 1:1 < W > Wackenhut 141:5 wait 12:23 53:19 waiting 135:2 walk 115:1 129:6 walked 71:23 86:23 114:22 walking 26:4 wall 72:17, 20 95:23 walls 46:15 95:21 132:18 Walmart 98:21 want 7:23 13:4, 6 16:12 35:8, 10 37:15 38:3 39:22 40:7 60:2 78:11 85:6, 8 103:16 106:1 107:7 116:14 118:21 124:1 130:25 133:16 135:22 156:24 157:4 wanted 21:3 57:17 83:15, 17 84:8, 23 95:11 97:19 103:8, 22 104:8, 21, 22 113:2 wanting 103:16, 24 warned 124:20 washing 140:20 watch 97:6 watched 71:23	water 70:23 87:23 91:22, 25 92:16, 22 93:2 104:12, 13 124:21 125:10, 13, 14 127:9 waterproofed 155:14, 19 way 50:7 72:22 102:11 134:15 135:21 ways 144:4 wear 28:12 43:6 152:16 Webb 117:9 week 99:4 100:18 124:20 139:4 weekly 64:20 weeks 16:9 59:7 74:5 75:23 78:1, 6 93:21, 22, 23 94:1, 21, 23 96:8, 8, 25 110:23 154:16, 16 Well 12:24 14:18 15:18 39:4 45:24 48:23 56:20 58:16 62:7 72:11 74:19, 23 76:25 79:3 80:10, 15, 20 81:6 95:7 96:21 101:18, 19 102:6, 9 109:13 113:25 114:15 118:24 125:16 130:21 144:7 145:22 Wells 13:9, 19 14:1 went 8:20 10:14 19:8 20:2 24:8, 24, 24 30:18 59:6 61:7 72:9, 12, 17 77:7 82:10 90:1 93:11 95:12 107:3 109:6 111:1, 1 128:17 132:10 134:19 137:15, 19, 21 138:3, 7, 10 139:2 145:11 146:9, 15, 18 147:2, 3 148:21 150:23 151:3, 17	we're 4:24 8:16 9:23 17:7 40:13 53:6 76:18 80:23 wet 91:4, 8 92:2, 19, 19 126:22 we've 94:16 135:2 whatsoever 125:17 what-you-call-it 155:22 white 66:10 115:1, 3, 4 width 57:19 wife 4:19 5:18 10:5 18:3 30:11 32:3, 22 37:10 42:8 45:15 47:24 48:10 51:6 54:5, 9, 22 55:13 57:22 58:8 67:22 68:5 69:1, 4, 7, 21 75:20 83:10 84:2, 5 89:20 106:23 121:20 122:6, 16 123:11 124:5 125:6, 17, 22 137:11 143:7 146:2 148:12 150:15 152:10 wife's 31:14 54:1 145:22 Wilson 117:10 wine 136:10 winter 10:12 Witness 13:17 14:25 34:1 36:21 37:5 38:15, 17, 19 41:10 50:6 52:1, 5, 10, 22 53:2, 18, 21 54:8 88:14 92:10 95:5 124:11 142:2 157:7 159:11 wood 46:16 91:3, 7 word 111:24 142:12 work 14:22 15:18, 20, 22 16:23, 24 19:9 20:3 25:13 60:11 74:10, 10 75:3 96:14 97:6, 23 118:16, 17, 20 126:12

Joseph Brandon Epps

worked 16:8 17:14, 16 19:11 21:12, 18 60:6 94:25 95:1 119:10 141:7 148:11 Workers 22:1 working 10:18 15:24 WorldVentures 58:18 worth 107:6 152:19, 21 wrapping 107:22 write 62:11 117:13, 15 writing 86:8 121:1 written 20:8 42:12, 19, 23 43:1 68:12, 13 85:23 wrong 55:4, 8, 14 58:24 59:2 104:8 105:25 110:10 153:25 154:2, 6 156:19 wrote 69:24 89:20 < Y > yard 140:24 Yeah 7:21 8:12 9:24 16:2, 21 18:10 22:25 23:9, 12, 16 30:3 32:3 35:10 56:13, 24 59:20 66:15 70:1 71:8, 8 73:4 75:19 77:7 78:14 84:3 88:23 89:18, 18 92:3, 3 94:3 96:12, 18, 18 97:12, 12 102:1 104:20, 20, 24 105:10 108:15, 23 109:25 110:5, 9, 15, 16 112:25 113:16 114:1 117:15 118:13, 18, 18 119:8 126:25 127:2, 12, 17 130:7 133:12 136:4 137:1, 19 138:22 142:14	144:3 147:11 150:20 155:11, 25 year 10:2, 25 11:1 12:10 17:2, 3 19:3, 5, 10 23:13 100:11 148:19 years 5:10 10:3, 3, 24 11:12, 15 15:16 17:3, 6, 10, 22 18:24 19:17, 21, 23 20:6 23:20 24:4, 11, 18, 19, 21 58:20 77:3 108:15 148:19 149:10, 12, 13, 13 153:11 yellow 150:3 yes, 24:20 yesterday 88:5 you-all 12:6, 9 14:8, 15, 18 23:19 30:12, 19 33:7, 9 34:20 42:21 45:11, 13 46:21 47:10, 21 48:21 58:2, 5, 15 59:18 60:13, 25 65:12 66:7, 13 70:7 75:5 77:23 79:22 82:2 83:21 84:17, 17, 22, 22 85:6, 8 86:17 88:10, 19, 22 93:6 94:14 101:5 102:12, 13, 18 106:2, 9, 13, 16 107:7 108:8, 17 109:23 112:23 117:2, 13 119:18 120:9 121:13 124:25 125:4, 7 126:14 127:15, 24 129:6 132:15 134:4, 9 137:4 138:20, 20, 25 139:22 141:18, 24 142:17, 20 143:5, 6, 10, 17 144:2, 21 150:16, 21 151:21 152:23 153:4 you-all's 99:23 Yuko 145:21, 23 146:6

Subject: RE: Disturbed 618 Garden Rose Ct.

From: Rick1@dreskin.net

To: jbrandonepps@yahoo.com

Date: Friday, November 4, 2016, 8:49:35 AM EDT

Short answer – if it doesn't fit put it back in box with all materials. I'll pick it up and obtain a different one.

The other short answer – the built in is not obtainable. It's from 10 years ago.

Another short answer -- you are renting a \$400,000 house, not a microwave.

Rick

Richard Dreskin

864.458.8521

864.270.6627

From: Brandon Epps [mailto:jbrandonepps@yahoo.com]

Sent: Thursday, November 03, 2016 6:49 PM

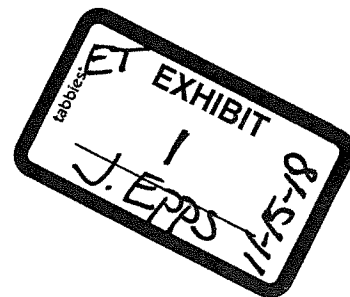
To: Rick1 <Rick1@dreskin.net>

Subject: Disturbed 618 Garden Rose Ct.

Rick,

I pay you \$26,200 dollars a year to live in this house. I am extremely disturbed with you bringing a counter top microwave and dropping it off. Now, I'm suppose to have 2 microwaves one junky broke one over the stove that the lights won't even work and another one sitting on the counter? What did I even take the time to measure it for? Now, you have me over a barrel, I either have to explain to my friends and family each and everytime they come over that my landlord want repair/replace the microwave properly or I have to go buy on for your house, that only fits your house and do what with it when I leave? This is absolutely embarrassing!!!

Sent from Yahoo Mail on Android



DEPOSITION OF RICHARD DRESKIN

Richard Dreskin

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF
COMMON PLEAS OF THE
SEVENTH JUDICIAL CIRCUIT

EQUINOX, LLC,
Plaintiff,
vs.
BRANDON & COURTNEY EPPS,
Defendants.

CIVIL ACTION NO.
2017-CP-42-04476

DEPOSITION OF RICHARD DRESKIN

DATE TAKEN: July 26, 2018

TIME BEGAN: 10:58 a.m.

TIME ENDED: 2:19 p.m.

LOCATION: Eller Tonnsen Bach, LLC
1306 South Church Street
Suite 200
Greenville, South Carolina

REPORTED BY: Eileen Thompson, CCR
EveryWord, Inc.
P.O. Box 1459
Columbia, South Carolina 29202
803-212-0012

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20 Also Present: Brandon Epps
21 Courtney Epps
22
23
24
25

1	I N D E X		
2			PAGE
3	Stipulation		4
4	EXAMINATION		
5	By Ms. Hinson		4
6	By Mr. Bach		86
7	By Ms. Hinson		89
8	Certificate of Reporter		93
9	E X H I B I T S		
10	DEFENDANTS' EXHIBITS	DESCRIPTION	MARKED
11	1	Letter of 10-12-17	32
12	2	Letter of 10-25-17	32
13	3	Photograph	38
14	4	Photograph	38
15	5	Letter of 10-26-17	39
16	6	Affidavit	50
17	7	E-mail chain of 12-28-17	54
18	8	E-mail chain of 1-1-17	58
19	9	Equinox statement	60
20	10	Wells Fargo info (Retained by Counsel)	61
21	11	E-mail chain of 10-18-17	62
22	12	Letter of 11-15-17	64
23	13	E-mail of 8-30-17	82
24	14	Equinox Statement	82
25			

Richard Dreskin

1 (It is hereby stipulated and agreed
2 by and between counsel for the respective
3 parties that this deposition is being
4 taken in accordance with the South
5 Carolina Rules of Civil Procedure,
6 and that the deponent reserves reading and
7 signing of this deposition transcript.)

8 - - -

9 RICHARD DRESKIN, after having been
10 first duly sworn, was examined and
11 testified as follows:

12 - - -

13 EXAMINATION

14 - - -

15 BY MS. HINSON:

16 Q. This will be the deposition of Rick
17 Dreskin, taken for all purposes allowed under the
18 South Carolina Civil Practice Act. Mr. Dreskin, I
19 am asking you questions not to confuse you. If you
20 don't understand what I'm asking you, please ask me
21 to rephrase it, okay?

22 A. Very well.

23 Q. And when you respond, if you would respond
24 with a yes or a no rather than uh-huh or uh-uh,
25 because they kind of look the same on the

1 transcript.

2 A. Yes.

3 MS. HINSON: We're reserving objections
4 until first use?

5 MR. BACH: I'm not sure what you mean by
6 that.

7 MS. HINSON: Are you going to be objecting
8 during his testimony?

9 MR. BACH: Just to the form, as allowed
10 under the Rules.

11 EXAMINATION RESUMED BY MS. HINSON:

12 Q. All right. Mr. Dreskin, can you state
13 your full name?

14 A. I'm Richard Dreskin.

15 Q. And where do you live?

16 A. 214 Oak Meadow Drive, Simpsonville, South
17 Carolina.

18 Q. What do you do for a living?

19 A. I own, invest, and manage real estate.

20 Q. Have you always done that?

21 A. No.

22 Q. Give me a brief history of your career.

23 A. I'm a retired physician.

24 Q. When did you retire?

25 A. 1995.

Richard Dreskin

1 Q. And how old are you now?

2 A. Old enough to know better. I am 73.

3 Q. So you retired early?

4 A. I did.

5 Q. And what was the reason for that?

6 A. I wished to have a second career.

7 Q. When did you begin owning investment
8 properties?

9 A. 1996.

10 Q. And how did you come to decide to do that
11 in 1996?

12 A. I wished to have a second career.

13 Q. So how did you decide on investing in
14 properties? What was the thought process? You had
15 already retired, is that correct, or left the
16 medical profession? Maybe you didn't retire, but
17 you had already left the medical profession?

18 A. Well, the short story is that I went to my
19 friend, Jules Heymann, and said, "Jules, What is it
20 you do," and he and I had long discussions.

21 Q. Was he also a real estate investor?

22 A. He has passed.

23 Q. When this conversation occurred, was that
24 what he was doing?

25 A. Yes.

1 Q. Are you on any medications today that
2 might affect your ability to answer my questions?

3 A. No.

4 Q. You wouldn't believe how many strange
5 answers I get to that question. Are you a licensed
6 contractor?

7 A. No.

8 Q. How many rental homes do you own?

9 A. Residences?

10 Q. Yes, residences.

11 A. Approximately 12.

12 Q. Are they stand-alone homes?

13 A. Yes.

14 Q. Do you own any apartments?

15 A. I do not own any apartments.

16 Q. Have any of your other tenants complained
17 of mold? And I'm talking about besides the address
18 where the Epps family lived, the other 11.

19 A. It depends on what you mean by "complain."

20 Q. Reported to you that there was mold in
21 their residence.

22 A. I have had people ask me to address mold.

23 Q. And at what addresses?

24 A. The only one that occurs to me at this
25 moment is 301 E Street in Anderson.

Richard Dreskin

1 Q. Are all of your properties in South
2 Carolina?

3 A. Yes.

4 Q. How many are located in the Greenville
5 area?

6 A. All.

7 Q. So by "all," you mean you're including
8 Anderson, Spartanburg?

9 A. I am.

10 Q. Okay. What year did you purchase the
11 subject property -- I'm going to call it "the
12 subject property," rather than stating that same
13 address over and over. The property where the Epps
14 lived, that's what I'm referring to as the subject
15 property, what year did you purchase it?

16 A. 2008.

17 Q. And how much did you pay for it?

18 A. That is a good question. It is not
19 straightforward. I financed a builder who stopped
20 paying, and he gave me a deed in lieu of
21 foreclosure.

22 Q. You were financing a builder for what
23 property?

24 A. This is 618 Garden Rose Court you are
25 talking about. I assume that you said that you

Richard Dreskin

1 weren't going to refer to it by --

2 Q. Yes, the subject property.

3 A. -- the address again, so I didn't either.

4 Q. So you are talking about 618 Garden Rose
5 Court. You were financing the building of that
6 home?

7 A. Yes.

8 Q. So this was a new build?

9 A. It was a new build.

10 Q. The home was built in 2008?

11 A. It was winding up to completion in 2008.

12 Q. So he was midstream, and did he finish the
13 project, or did you bring someone else in?

14 A. I finished it.

15 Q. And what was there left to do?

16 A. Finishes.

17 Q. What does that mean?

18 A. Trim, paint, finish floor.

19 Q. So when you purchased it, it was already
20 Sheetrocked?

21 A. Yes.

22 Q. All right. Insulated?

23 A. Yes.

24 Q. But not trimmed out?

25 A. Right.

1 Q. Did it have a kitchen?

2 A. Yes.

3 Q. Were the appliances already in?

4 A. No.

5 Q. It had just the cabinetry?

6 A. Yes.

7 Q. And what did you do to finish it out? Did
8 you employ contractors?

9 A. Yes.

10 Q. And who did you employ?

11 A. I'm trying to recall the first one's name.

12 One contractor was named Mark McKinney, and the
13 second contractor was named Al Vilcheck.

14 Q. Can you spell that?

15 A. V-i-l-c-h-e-c-k.

16 Q. What kind of contractors were these men?

17 A. Essentially, carpenters.

18 Q. Did you employ a plumber to install the
19 plumbing?

20 A. The plumbing was installed. We added an
21 additional sewer lift pump in the basement.

22 Q. Who did that?

23 A. Vilcheck.

24 Q. Is he a plumber?

25 A. No.

Richard Dreskin

1 Q. And why did you add the additional sewer
2 lift pump?

3 A. So that we could finish the basement and
4 put in a restroom down in the basement.

5 Q. Did you finish the basement -- strike
6 that.

7 As you were winding up this property, did
8 you go ahead and finish the whole of it at that
9 time?

10 A. We did.

11 Q. How many bedrooms does that property have?

12 A. I'd have to count them up. And it depends
13 on whether you count the upstairs bonus room as a
14 bedroom or not. It has a closet, so it could be.

15 Q. It has windows --

16 A. And, of course, it has windows. And, of
17 course, there are two rooms in the basement, one
18 definitely a bedroom, the other could be a bedroom,
19 and the third one could be a large bedroom.

20 Q. So there's three rooms in the basement
21 that could be bedrooms?

22 A. Yes. So, you know, it's a big house and
23 rooms could be multipurpose.

24 Q. When did you get your Certificate of
25 Occupancy?

Richard Dreskin

1 A. I'm sure I don't remember, it's public
2 record.

3 Q. Would it have been like in '09?

4 A. It's public record.

5 Q. I'm asking from your knowledge, I'm not
6 asking about records. I'm just asking, from your
7 knowledge, do you know when you got --

8 A. I don't want to be wrong, and there's no
9 reason I should be.

10 Q. Okay. Did you obtain a permit for
11 finishing the basement?

12 A. I don't recall. The answer is probably I
13 had a permit for the house.

14 Q. Yes. And so when you finished the
15 basement, when you decided to finish the basement --

16 A. You know, finishing is not a permit
17 requiring item. And that's part of -- you know, the
18 inspector who passed it for the CL had no problem
19 with the basement, and he saw the basement complete.

20 Q. He saw the basement complete. But when
21 you took over this property --

22 A. No, no, no, he inspected it for the CL, it
23 was mine.

24 Q. Okay. So when you took over the property,
25 the basement was unfinished?

Richard Dreskin

1 A. Right.

2 Q. And by unfinished, I mean maybe minimally
3 framed, but that's it?

4 A. That's it.

5 Q. Did you then add the framing for the
6 different rooms, or was that already there?

7 A. I think the rooms were framed in.

8 Q. You added the insulation, you did the
9 plumbing in the basement, or was that already there?

10 A. I added the additional lift pump to the
11 basement and the additional lavatory.

12 Q. Does the basement have a full bath?

13 A. It does.

14 Q. And by full bath, what do you mean? Is it
15 a bathtub or shower?

16 A. Sink, WC, shower.

17 Q. So these two contractors that you hired,
18 Mark McKinney and Al Vilcheck, they were the people
19 assisting you with the basement finish?

20 A. There may have been others.

21 Q. And Al Vilcheck added the plumbing
22 components in the basement?

23 A. There may have been others.

24 Q. Can you provide me with a list of those?

25 A. Not at this time.

1 Q. Do you have the historical data on this
2 property?

3 MR. BACH: Object to the form.

4 EXAMINATION RESUMED BY MS. HINSON:

5 Q. Do you have a file about the build-out of
6 the property?

7 A. I have records.

8 Q. You didn't destroy any of the records?

9 A. Why should I do that?

10 Q. Have you destroyed any of the records?

11 A. No.

12 Q. When you took over this property, you were
13 financing the builder, and what was his name?

14 A. I don't know, it's a matter of record.

15 Q. You don't remember his name?

16 A. No, it is a matter of record.

17 Q. This is about what you know, this is your
18 knowledge.

19 A. I defer to the record.

20 Q. When did you do the waterproofing project
21 on the basement?

22 A. 2009.

23 Q. And did you ever do anything after 2009 in
24 the form of waterproofing the basement?

25 A. No. Once we rewaterproofed the basement,

Richard Dreskin

1 it was and stayed dry.

2 Q. So prior to 2009, describe the problems
3 with moisture or water in the basement.

4 A. It wasn't waterproofed properly and we had
5 water in the basement.

6 Q. How much water?

7 A. Enough so that I spent \$20,000
8 rewaterproofing the house.

9 Q. And who did that work?

10 A. His name was Junior -- I can't remember
11 his last name. I'll provide it, if you want, but I
12 don't have it in my head.

13 Q. Okay. Did you repaint the exterior
14 basement area on the outside after 2009?

15 A. Yes, we repainted -- we did repaint.

16 Q. How many times?

17 A. Once.

18 Q. Do you know when that was, what year?

19 A. It was probably 2017 -- 2016 maybe.

20 Q. Was that prior to the Epps moving in?

21 A. I do believe so. I'd have to check on
22 that. I would defer to the record again.

23 Q. And why would that be in the record, as
24 you call it, the painting of the basement?

25 A. Because, you know, I have the invoices

Richard Dreskin

1 from when I did it, and that's the record I have.

2 Q. So you're talking about your records?

3 A. Yes.

4 Q. Okay. Do you know a lady named Jeanine
5 Swart?

6 A. That name sounds familiar to me. Tell me
7 why I should know her.

8 Q. Did you rent the property to her prior to
9 the Epps?

10 A. Jenny Schwartz.

11 Q. Jeanine Schwartz -- Swart.

12 A. No. Tell me more about Jeanine Schwartz.

13 Q. No, I'm asking you, do you know her?

14 A. Probably do, if you say I rented to her,
15 so show me.

16 Q. With all due respect, I am here to ask the
17 questions, and you are just here to answer the
18 questions.

19 A. With all due respect, I will answer as
20 best I can, but I do not want you to tell me I'm
21 wrong.

22 Q. I'd like for you to name the tenants of
23 that home, if you can, if you remember who they
24 were?

25 A. I have a list of people who were tenants

1 there. I don't have it with, me and it's not in my
2 head.

3 Q. And you can provide that list to me?

4 A. I can provide that list.

5 Q. Did other of the tenants at 618 Garden
6 Rose, the subject property, did they complain about
7 mold?

8 A. No. If you have a record.

9 MR. BACH: I'm sorry. Jan, your client
10 has a right to be here, but she doesn't have a
11 right to be distracting. You need to stop the
12 facial expressions, the sighs, and the loud key
13 typing that we can all hear.

14 MS. EPPS: I'm sorry. I can't hardly
15 breathe. I just had sinus surgery last week.

16 MR. BACH: Well, that didn't make you
17 laugh and shake your head at my client, like
18 you just did. So that needs to stop or you can
19 leave.

20 MS. HINSON: She actually has a right to
21 be here.

22 MR. BACH: Well, that's fine. We can
23 leave. I mean, you can go get an Order -- or
24 we'll get an Order, Restraining Order. Either
25 one, she can't distract during the deposition.

1 MS. HINSON: (To Ms. Epps): Do not make
2 any more comments or facial expressions.

3 EXAMINATION RESUMED BY MS. HINSON:

4 Q. When did you first rent this property to
5 the Epps family or to Mrs. Epps?

6 A. Do you have the lease?

7 Q. I do. I'm asking you for your knowledge.

8 A. It says on the lease.

9 Q. Do you know what year you rented it?

10 A. It says on the lease.

11 Q. Can you tell me when you were first
12 notified by the Epps family that there was mold in
13 that home?

14 A. You have the e-mail where they notified
15 me.

16 Q. Okay. I'm asking you.

17 A. I know. I'm telling you the answer. You
18 have the e-mail with that answer.

19 Q. All right. Would you agree with me that
20 it was May of 2017?

21 A. If you are reading the date off the
22 e-mail, yes.

23 Q. What did you do as a result of that
24 notification?

25 A. I asked my contractor, who is Paul

Richard Dreskin

1 Fazzone, to see what was going on.

2 Q. What is the name of Mr. Fazzone's company?

3 A. Level Up Construction.

4 Q. Does he do all of your work?

5 A. He does a lot of it. He didn't do very
6 much of it at that time.

7 Q. Does he send you bills?

8 A. Yes.

9 Q. Invoices?

10 A. Yes.

11 Q. And is it marked with which property he's
12 working on?

13 A. Yes.

14 Q. What work did he do there?

15 A. I think at that time, he removed the
16 toilet, replaced the toilet ring, the wax seal, and
17 put it back.

18 Q. Which toilet?

19 A. This was in the guest bathroom -- guest
20 lavatory, it's not a bathroom.

21 Q. Are you asserting that is the Epps' fault,
22 the toilet ring?

23 A. Actually, the toilet ring was not a
24 problem, he just simply replaced it. I think and
25 others think that the toilet overflowed.

1 Q. Who told you that?

2 A. Paul Fazzone; Jeff, his worker; Paul
3 Fazzone, Jr., who is Paul's partner.

4 Q. They are both members of Level Up
5 Construction?

6 A. All three.

7 Q. All three. Are they the only contractors
8 who have done work on the subject property since the
9 Epps moved in?

10 A. No.

11 Q. Who else has done work on that property?

12 A. GS Plumbing.

13 Q. And who are they?

14 A. They are the plumber who responded in
15 December of 2016, I guess. The sewer lift pump
16 overflowed, because the alarm system had been
17 disabled.

18 Q. By whom?

19 A. By whom? By people who were living in the
20 house, I presume. I don't know, I didn't do it, GS
21 Plumbing didn't do it, they just discovered it. The
22 Epps had been living there for a year.

23 Q. So the overflow system on the sewer lift
24 pump was malfunctioning or --

25 A. Disabled.

Richard Dreskin

1 Q. How does one disable that, do you know?

2 A. This GS Plumbing report and their invoice
3 to me and elsewhere and -- frankly, other than
4 detaching the electronics from the sensor, I don't
5 know, but I think that's what happened by some
6 peculiar agency.

7 Q. You don't have any certain knowledge that
8 the Epps disabled the alarm system?

9 A. No, they didn't write me and tell me that
10 they had disabled the alarm system.

11 Q. And do you have any definitive proof that
12 prior to their moving in, the alarm system was fully
13 wired and intact?

14 A. It functioned for a year, while in their
15 presence, and an additional time with the previous
16 tenants, and then an additional time with the tenant
17 previous to that.

18 Q. You're talking about the pump work?

19 A. I'm talking about the alarm on the pump,
20 yes.

21 Q. The pump was doing its job?

22 A. Yes.

23 Q. The alarm doesn't go off unless the pump
24 stops doing its job?

25 A. Well, that's true.

Richard Dreskin

1 Q. So to your knowledge, the alarm had never
2 gone off with the other tenants or evidently with
3 the Epps, is that true?

4 A. I'm sorry. Is what true?

5 Q. To your knowledge, the alarm had not gone
6 off, either with any of the other tenants or with
7 the Epps?

8 A. With all due respect, as best I know, the
9 alarm had never not gone off before.

10 Q. No, I'm asking you had the alarm ever gone
11 off before?

12 A. The alarm had never not gone off before.

13 Q. Okay. So I don't know if we're going
14 around in circles. Do you have any knowledge that
15 that alarm had ever gone off?

16 A. Certainly.

17 Q. When?

18 A. When we tested it.

19 Q. In 2008?

20 A. It had been tested several times over the
21 years. There is no reason -- you know, it needs to
22 be tested, but it hadn't been tested in a year with
23 the Epps there.

24 Q. When was the last time it was tested,
25 prior to the Epps moving in?

1 A. Before they moved in.

2 Q. It was tested before they moved in?

3 A. Yes.

4 Q. Do you have documentation of that?

5 A. No.

6 Q. Who did the testing?

7 A. I.

8 Q. So my question to you is, while the
9 tenants -- aside from testing, had the alarm ever
10 gone off?

11 A. What does it matter?

12 MR. BACH: Just answer the question.

13 EXAMINATION RESUMED BY MS. HINSON:

14 Q. Had the alarm ever gone off before?

15 A. Yes, when it was tested.

16 Q. Okay. You said that. But --

17 A. Yes, I did.

18 Q. -- I'm asking about when a tenant was
19 there, not with you coming in pushing the little
20 button to see if the alarm would go off. But when a
21 tenant was there, did the lift malfunction to the
22 point where the alarm ever went off?

23 A. Do you understand sewer lift pumps?

24 Q. Somewhat. So --

25 A. That's important.

1 Q. You're not to ask me the questions.

2 MS. HINSON: Mr. Bach, if you would please
3 explain to him how it works.

4 MR. BACH: Just answer her questions.

5 THE WITNESS: I'll try to.

6 MR. BACH: Stop arguing with her and
7 harassing her over her questions.

8 THE WITNESS: I'm not arguing with her, I
9 don't want to do that. Sewer lift pumps fail.
10 This one failed, it does that. I replaced the
11 motor following this episode. The sewer lift
12 pump had been in service roughly eight years.
13 That's an early failure, but it was -- you
14 know, it was a failure. An alarm system exists
15 so that you can address the issue of a failed
16 pump before it makes a mess.

17 EXAMINATION RESUMED BY MS. HINSON:

18 Q. Okay. What's your understanding of how
19 the alarm is supposed to function?

20 A. There's a float valve, a float, and the --
21 if the level in the lift pump rises to the point
22 where the float exceeds a certain level, the alarm
23 goes off. That's, you know, probably two thirds of
24 the way to the top. So if the float is disabled,
25 the float comes up, and the liquid comes up, and it

1 overflows, and makes a mess on the floor.

2 Q. Okay. So let's go back to my question.
3 With all those other people or with them before
4 this, I guess, overflow happened, had it ever gone
5 off for that reason, that the float was triggered?

6 A. No -- well, the float was triggered in the
7 test, yes, but no, it hadn't gone off because sewage
8 had gone up too high before.

9 Q. Okay.

10 A. And it didn't go off this time, and that
11 was the problem.

12 Q. How much of the sewage actually came out
13 into the basement area?

14 A. A major puddle.

15 Q. And can you describe like the diameter of
16 it? Like how many feet?

17 A. No.

18 Q. Did you see it?

19 A. No, I did not see it.

20 Q. GS Plumbing --

21 A. Responded.

22 Q. Were there any issues with it after
23 December of '16?

24 A. Yeah.

25 Q. And what were those?

1 A. Apparently, it clogged up. GS Plumbing
2 again responded, and their response was that they
3 removed the clog, and that it was due to grease
4 being poured down the system.

5 Q. Are they referring to down the toilet?

6 A. Well, actually all sewage, all flow from
7 the top two floors comes into that lift pump, and
8 then gets pumped up to the sewer at the street.

9 Q. So when they said it was clogged with
10 grease, how would that happen?

11 A. Somebody poured grease down the sink
12 perhaps. Other than that, I'm only guessing.
13 Frankly, pouring grease down the sink is a guess
14 also, but somebody did pour grease down the system.

15 Q. Either by a sink or by a toilet?

16 A. Yes, it was the same difference.

17 Q. Since the Epps moved out, have there been
18 issues with that pump?

19 A. There was an issue.

20 Q. And when was that?

21 A. I don't recall exactly, but I, of course,
22 have another bill from GS Plumbing about it. They
23 replaced the motor again, under the warranty.

24 Q. So it was a bad motor? The one they put
25 in just didn't work, right, and they had to replace

Richard Dreskin

1 it?

2 A. (Witness nodding head.)

3 Q. And when did they replace the motor again?

4 A. I would have to look at my invoices.

5 Q. Okay. What did you do to -- after being

6 notified of the mold in May, you said you hired

7 Level Up Construction, is that correct?

8 A. Yeah.

9 Q. They are your standard contractor?

10 A. Actually, yeah, they are. Go ahead,

11 please.

12 Q. Okay. They're the company that you call

13 for just most everything that goes wrong with your

14 properties?

15 A. Not everything.

16 Q. Okay. Are there others that you call to

17 come out to the subject property?

18 A. No, not to the subject property.

19 Q. How would you describe Level Up

20 Construction? Is it a general construction company?

21 Do they build houses, or do they do projects?

22 A. They have a home builder's license.

23 Q. Are they licensed plumbers?

24 A. No.

25 Q. Electricians?

Richard Dreskin

1 A. No.

2 Q. Just a general contractor?

3 A. They're a home -- no, they're not a
4 general contractor, they have a home builder's
5 license.

6 Q. Are they licensed to build homes from
7 scratch, or do they do remodeling projects?

8 A. Both.

9 Q. For all the time when this property was
10 having all these issues, was it just Level Up
11 Construction that was working on the home for you
12 was the only contractor?

13 A. All the issues.

14 Q. All the issues from the Epps mold
15 notification forward to the time the Epps moved out,
16 were there any other contractors in the subject
17 property working on the property besides Level Up?

18 A. Well, over time, there were a variety of
19 people. There was AdvantaClean, GS Plumbing, and
20 the air-conditioning mechanical problems were
21 addressed by Electro Mechanical of Spartanburg, and
22 I guess that's about it, during the Epps' time.

23 Q. Do you have children?

24 A. I do indeed. Is this part of the --

25 Q. Did any of your children or in-laws of

1 your son-in-law, daughter-in-law work on the subject
2 property?

3 A. My son-in-law, Ryan Slashinski, worked
4 with Paul at some times. I don't know if he appears
5 in the record. I don't recall having seen his name.

6 Q. And how do you spell his last name?

7 A. S-l-a-s-h-i-n-s-k-i.

8 Q. And is he a contractor?

9 A. He's -- at the time, he was a worker.

10 Q. He was an employee of Level Up?

11 A. I think at least briefly Level Up paid
12 him.

13 Q. Does he still work for them?

14 A. No.

15 Q. What did Advanta do on the property?

16 A. For Mrs. Epps, they did two mold surveys.
17 For me, they did some more.

18 Q. All right. You attached a report from
19 AdvantaClean. Did you instruct AdvantaClean as to
20 where or what to test, when you hired them?

21 A. AdvantaClean and I conferred about the
22 best places to test.

23 Q. Okay. And how did you guys come up with
24 that? Explain the process.

25 A. Well, we tested the places that seemed

1 most likely to have mold.

2 Q. And where were those?

3 A. In the lavatory, the guest lavatory; in
4 the living room; in the basement, and by the way,
5 this is most certainly an AdvantaClean's report, and
6 there is no reason to be asking me.

7 Q. I'm asking you when they arrived, you met
8 them at the house?

9 A. I did.

10 Q. And from the point that they arrived when
11 you met them in the house, were you walking around
12 with them to identify what places you thought ought
13 to be tested?

14 A. We conferred, and that's the answer I gave
15 you, and exactly where they tested is on their
16 report.

17 Q. Yes. What part did you play in the
18 decision of the places to test?

19 A. I picked the places most likely to have
20 mold, in my opinion.

21 Q. Did you do anything to the places, prior
22 to them arriving back to test?

23 A. No. And for practical purposes, they
24 selected the places they wanted to test.

25 Q. How about the furnishings?

1 A. They selected the places on the
2 furnishings they wanted to do a contact place.

3 Q. And why did they not test that same day?
4 I know it said they came back in the report. Did
5 they not have the equipment, or what was the reason,
6 to your knowledge?

7 A. I am lost on this question. Please tell
8 me what you mean by the same day.

9 Q. The day that you met them out there to
10 discuss what you wanted them to do, did they do the
11 testing that day?

12 A. They did.

13 Q. I'd like to go through your claims, and
14 you have filed a claim, and then you amended your
15 claim. Are you familiar with the paperwork that was
16 filed?

17 A. Yes.

18 Q. You assert that the Epps have breached
19 their contract?

20 A. I am not aware, the famous expression.

21 Q. So they did not pay their rent as
22 required?

23 A. True, yes.

24 Q. And how much are you asserting that they
25 owe?

Richard Dreskin

1 A. That is a piece of paper, which I don't
2 recall the exact number, but it is on a piece of
3 paper.

4 Q. When do you believe this lease was
5 terminated?

6 A. Again, I am not a lawyer, but I have a
7 letter from Epps' lawyer -- not you, I don't think,
8 somebody from Merritt -- who says that they have
9 terminated the lease. Now, I'm not sure they have a
10 right to terminate the lease, but that's also a
11 legal item that I'm not prepared to talk about.

12 MS. HINSON: Okay. I would like to mark
13 that as 1.

14 (Whereupon, the court reporter marked Dreskin
15 Exhibit Number 1 for identification.)

16 EXAMINATION RESUMED BY MS. HINSON:

17 Q. I show you what's been marked as
18 Defendant's Exhibit 1 and ask if you recognize it?

19 A. I do.

20 Q. Is that a letter that you received?

21 A. I did.

22 Q. I show you what's being marked as Number 2
23 --

24 (Whereupon, the court reporter marked Dreskin
25 Exhibit Number 2 for identification.)

Richard Dreskin

1 EXAMINATION RESUMED BY MS. HINSON:

2 Q. -- and ask if you recognize it?

3 A. Okay. I received the letter.

4 Q. You received both letters?

5 A. Uh-huh.

6 Q. Did you believe --

7 A. In other words, yes.

8 Q. Okay. Did you believe that the lease was
9 terminated on the date that they stated?

10 A. I have no opinion on that. That's a legal
11 thing.

12 Q. Are you claiming costs and rent beyond
13 those dates?

14 A. Well, they had not vacated.

15 Q. What was the reason they told you they
16 weren't vacating?

17 A. Can you give me that as a yes or no?

18 Q. No, I just want to know your recollection
19 really of what --

20 A. Well, you know, you started off the
21 session by saying please answer with yes or no and
22 --

23 MR. BACH: Rick, just answer the question.

24 THE WITNESS: Okay. All right. The
25 reason why I -- they left the furniture and

1 belongings in the house, to the best of my
2 ability to answer for them, is that they felt
3 that the material was contaminated with mold
4 and was unusable.

5 EXAMINATION RESUMED BY MS. HINSON:

6 Q. Okay.

7 A. That is asking me to tell you what I think
8 they thought.

9 Q. No, what they told you. Why did they --
10 what was your understanding of why they were not
11 removing, that was it? That they thought it was
12 contaminated with mold?

13 A. Okay.

14 Q. Is that correct?

15 A. Is that correct? That's the best that I
16 can do.

17 Q. What happened to their furnishings and the
18 things that were left at the residence?

19 A. Once my attorney told me that --

20 Q. Don't tell me what your attorney told you.

21 A. Of course I will -- that they were
22 abandoned and I should dispose of them, I did.

23 Q. And what did you do with them?

24 A. Those that we could, we sent to a
25 consignment shop. Those that we felt had no value

1 went to Goodwill or the dump.

2 Q. Who removed the items?

3 A. Most of them were removed by my daughter,
4 Diana Dreskin Slashinski --

5 Q. And --

6 A. -- who I put in charge of cleaning up the
7 house.

8 Q. Okay. And the furnishings, how did she
9 get those out?

10 A. With a trailer, with some helpers.

11 Q. What consignment shop did the items go to?

12 A. I do not know.

13 Q. She handled that?

14 A. She handled that.

15 Q. Do you have one child?

16 A. No, I have three.

17 Q. Okay. And she's your daughter?

18 A. Yes.

19 Q. Sorry. I don't remember his name. Ryan's
20 wife?

21 A. Ryan's wife.

22 Q. In addition to your claim that they owe
23 you money, you have alleged that they were unjustly
24 enriched, is that correct?

25 A. That's what the writing says.

1 Q. And you want to be compensated because
2 why, for that claim?

3 A. Well, they're storing their belongings in
4 my house.

5 Q. That's what that claim relates to? That
6 they left the things and therefore, they were
7 unjustly enriched because they were using it as a
8 storage unit? I'm just trying to understand.

9 A. I know. May I have just a second with Mr.
10 Bach?

11 MR. BACH: We can't discuss your
12 testimony, unless it's a matter of privilege.
13 Are you about to testify to something I told
14 you?

15 THE WITNESS: Yes.

16 MR. BACH: All right. Let's talk.

17 (Whereupon, a recess was taken.)

18 MS. HINSON: We're back on the record.

19 EXAMINATION RESUMED BY MS. HINSON:

20 Q. I had asked you about the unjust
21 enrichment claim, and I asked you if that related to
22 that they continued to store things at the residence
23 past the time they vacated. Is that the basis for
24 that claim?

25 A. In a word, yes. In a second word, I told

1 my attorney the facts of the case, and that is what
2 he wrote.

3 Q. Okay. The third cause of action, you say,
4 is conversion. So I would like for you to address
5 that the tenants, without authorization, wrongfully
6 and intentionally removed, assumed, and exercised
7 rights of ownership to the exclusion of the rights
8 of the landlord. Can you explain that?

9 A. Conversion is a legal term, and I am not
10 going to address legal terms or issues.

11 Q. Okay. So we need to get --

12 A. So once again, I told my lawyer the facts
13 of the case, and he wrote that.

14 Q. Okay. So you need to tell me what the
15 facts were that you are alleging that they assumed
16 or exercised rights of ownership and otherwise
17 converted for their own use your property to the
18 exclusion of your rights, that's what I'm asking.

19 A. They continued to occupy my property after
20 -- they continued to occupy my property.

21 Q. At some point, this property was
22 condemned, was it not?

23 A. It was.

24 Q. Do you remember when that happened?

25 A. That's a matter of record.

Richard Dreskin

1 Q. I'm asking you.

2 A. Show me the piece of paper and I'll tell
3 you what it says.

4 Q. I'm asking you --

5 MR. BACH: Rick, just answer to the best
6 to your memory. Do you remember when it
7 happened?

8 THE WITNESS: No, I don't remember the
9 date. The date is on the piece of paper.

10 EXAMINATION RESUMED BY MS. HINSON:

11 Q. Was it after the Epps moved out?

12 A. When did the Epps move out?

13 MR. BACH: I don't know that that's an
14 improper -- I mean, I don't know we know when
15 the Epps moved out. So you can say: I don't
16 know when the Epps moved out.

17 EXAMINATION RESUMED BY MS. HINSON.

18 Q. You don't know when the Epps moved out?

19 A. I don't know when the Epps moved out.

20 (Whereupon, the court reporter marked Dreskin
21 Exhibit Numbers 3 and 4 for identification.)

22 EXAMINATION RESUMED BY MS. HINSON:

23 Q. I'm going to show you what's been marked
24 as Defendant's 3 and 4 and ask if you recognize
25 them.

1 A. Okay. Pretty good photos. They're photos
2 of 618 Garden Rose.

3 Q. All right. What does the sign on the door
4 say?

5 A. "Condemned."

6 Q. What's your understanding of why the house
7 was condemned?

8 A. It's the longest story, but I think the
9 last item in the train of story is that the Greer
10 police tired of being summoned to the house.

11 Q. You received an actual letter from the
12 City of Greer, is that correct?

13 A. Show it to me.

14 MS. HINSON: Could you mark that, please.

15 (Whereupon, the court reporter marked Dreskin
16 Exhibit Number 5 for identification.)

17 EXAMINATION RESUMED BY MS. HINSON:

18 Q. I show you what's been marked as
19 Defendant's Exhibit 5. Do you recognize it?

20 A. Yes, I received this letter.

21 Q. What date is the letter?

22 A. 10-26-2017.

23 Q. Does it say anywhere in that letter that
24 the reason why you're being cited is because the
25 police are repeatedly phoned?

Richard Dreskin

1 A. This is several months in advance of that
2 happening.

3 Q. What does it advise you to do in that
4 letter?

5 A. Would you please repeat the question?

6 Q. What was your understanding of what you
7 were to do when you received that violation notice?

8 A. I was told to remediate the mold.

9 Q. And to that end, what did you do?

10 A. I and my workers went to the house to
11 evaluate what we needed to do. We ended up being
12 excluded from the house, and thereafter, were
13 excluded from the house for an additional two
14 months, three months.

15 Q. By whom?

16 A. Courtney, the Greer police, Greer code
17 enforcement.

18 Q. And how did you ever get back in there?

19 A. I appealed the condemnation, we had a
20 hearing at Greer Municipality. The end result of
21 the appeal of condemnation was that the condemnation
22 remained, but that I was no longer excluded and
23 could do the work necessary to relieve the
24 condemnation, which I did.

25 Q. Okay.

Richard Dreskin

1 A. So to go on, I then moved to remediate the
2 mold, and I hired a group called Rainbow Restoration
3 to remediate the mold, which they did. They sent me
4 a bill for \$350 to remediate the mold.

5 Q. That was the entire bill?

6 A. The entire bill.

7 Q. What did they --

8 A. And it was that much, because that was
9 their minimum.

10 Q. What did they do for the \$350?

11 A. They cleaned up the floor, put down some
12 chemicals, and bid me a fond farewell.

13 Q. Did they do any testing?

14 A. I don't think so.

15 Q. Which floor was it?

16 A. The guest lavatory.

17 Q. That was the only place they were?

18 A. Yeah. Following that -- and I know I'm
19 not supposed to volunteer this stuff, but following
20 that, Greer code came and signed off on the work we
21 had done and removed the condemnation.

22 Q. What did you do to test for mold after
23 that?

24 A. I haven't done anything.

25 Q. So you cleaned --

1 A. Remember, there was no mold to begin with.
2 The test AdvantaClean did in November showed almost
3 nothing, and we cleaned up what little there was and
4 felt no need to test again. By the way, if you want
5 to test again, if you think -- I don't know.
6 Somebody orders me to test again, I will.

7 Q. You're a physician?

8 A. That's true.

9 Q. What kind of medicine did you practice?

10 A. I'm a pathologist.

11 Q. And you studied tissue samples?

12 A. That's what pathologists do.

13 Q. And identify cells?

14 A. Something like that.

15 Q. Have you done any publications in your
16 career, from a medical standpoint, peer-reviewed
17 articles?

18 A. I have a couple peer-reviewed articles
19 out.

20 Q. And what were they about?

21 A. One was about a technique to identify
22 antibodies in cells; and another was about a
23 peculiar case of cancer in the esophagus. I haven't
24 published much.

25 Q. Are you familiar with the effects of mold

1 on the human body?

2 A. Are you asking me to be a medical expert?

3 Q. No, I'm asking you if you are familiar,
4 from a medical standpoint, with the effects of mold
5 on people?

6 A. Yes.

7 Q. What are those? Tell me what your
8 understanding of that is.

9 A. This is a big subject, a very big subject,
10 this is a large textbook size subject. Can you be
11 more specific about what you would like to hear
12 about?

13 Q. Do you know the type of mold that was in
14 that subject property?

15 A. In the subject property?

16 Q. Yes.

17 A. I read the reports.

18 Q. And whose reports did you read?

19 A. AdvantaClean's.

20 Q. Is that the only report you read?

21 A. I think those are the only reports there
22 are.

23 Q. And what was your understanding of what
24 was in the house, what mold?

25 A. There's a list. There's not much of any

1 of them.

2 Q. What was your understanding of how that
3 could affect tenants in that residence?

4 A. People have -- to hurt yourself with mold
5 and mycotoxin, mostly you have to ingest it.

6 Q. Like eat it?

7 A. Eat it.

8 Q. All right.

9 A. We live in an environment that has mold,
10 that's Greenville. Atlanta is not any different, it
11 might be worse. People can be allergic to molds.
12 That doesn't mean they got their exposure in some
13 specific place.

14 Q. You're aware that the Epps family is
15 claiming that they are sickened by their time in
16 that residence?

17 A. I'm aware of that.

18 Q. And do you disbelieve it?

19 A. I have no -- I do not think it is
20 credible.

21 Q. And why not?

22 A. I can't see any reason why.

23 Q. Have you done any studying, after reports
24 were made to you about mold in the house, have you
25 done any reading up on the subject to determine how

Richard Dreskin

1 that could affect the residents of that home?

2 A. I've done some. I am not an expert.

3 Q. The toilet that was repaired, that was in
4 that guest bathroom?

5 A. Yes.

6 Q. And that's the one where they cleaned the
7 floor? Was it a tile floor?

8 A. We took out the wood floor.

9 Q. Prior to the \$350 contract or --

10 A. Yeah, we did. He wanted it gone, we got
11 it gone.

12 Q. And who is "he"?

13 A. Rainbow Restoration.

14 Q. Rainbow Restoration came first and said,
15 Get rid of the floor?

16 A. Actually, he didn't come, he said, Well,
17 you know, get rid of the floor, and then I'll come.

18 Q. Okay. And that was the only place in the
19 house that was affected by this mold?

20 A. Right you are.

21 Q. Were you ever told by AdvantaClean that
22 you should actually tent the house and treat the
23 whole of it?

24 A. They did say that.

25 Q. And did you choose to do that?

1 A. No.

2 Q. Let's look at your next claim, termination
3 of lease and ejectment. You're alleging that
4 they're in default of their lease. Is that because
5 they were not paying you any longer?

6 A. That's right, and were way behind.

7 Q. Did you ever tell them that you would pay
8 for a hotel for them?

9 A. In a more distant past, the -- a water
10 spigot outside failed, came loose, and made it
11 necessary to turn off the water to the house. And
12 they, with five children needing plumbing, I sent
13 them to a hotel.

14 Q. Do you remember about what time that was?

15 A. No, I don't.

16 Q. Early in their lease?

17 A. Earlier.

18 Q. Prior to the claim of the mold?

19 A. Yes.

20 Q. How long were they in the hotel?

21 A. My memory is one night.

22 Q. Who is CTO Maintenance?

23 A. That's Ryan Slashinski.

24 Q. Was that a little company he had?

25 A. It's his company.

1 Q. When he was working on the subject
2 property, was he involved in CTO Maintenance at that
3 time?

4 A. I don't know anything about the time here.
5 I don't remember work that I paid CTO for at the
6 moment.

7 Q. At any rate, if you did pay them for the
8 subject property, that would be in your records?

9 A. Probably, certainly.

10 Q. Okay. At some point, did you remove
11 Sheetrock from the house?

12 A. Cody, who worked for Paul, did remove
13 Sheetrock.

14 Q. Cody is a worker and not a partner?

15 A. Right.

16 Q. And why did he do that?

17 A. This was in the vicinity of the spigot
18 that had failed outside, and there was concern about
19 that Sheetrock. It came down, it was dry, there was
20 no water behind it, but that's what he did.

21 Q. Are you talking about the Sheetrock in the
22 basement?

23 A. Yes.

24 Q. So how much Sheetrock was removed at that
25 time?

Richard Dreskin

1 A. It was about like four sheets. There is a
2 photograph. You have it.

3 Q. At what point did you deem the Epps' lease
4 over? At what point did you stop adding up money
5 they were supposed to pay you?

6 A. Supposedly?

7 Q. Yes.

8 A. Probably December.

9 Q. At the time that they left, they were
10 under a renewed lease, is that correct?

11 A. They had renewed their lease, yeah.

12 Q. And it was a different set of people
13 renting than it was the first lease, correct?

14 A. There was a lady named Cathy Owens, who I
15 met very briefly who co-signed the lease with
16 Courtney, and she was nowhere to be seen and, you
17 know, had no responsibility, so I took her off the
18 lease. And Brandon was there, and so I put him on.
19 And, yeah, I think, you know, this was a legal thing
20 about whether Cathy is responsible and Brandon not,
21 but that's, you know -- others are being paid for
22 this one.

23 Q. Okay. But you're saying that December-ish
24 is when you are stopping the payments from --

25 A. That's when --

Richard Dreskin

1 Q. -- accruing?

2 A. That's when I'm stopping accruing, simply
3 because I, you know, tire of accruing things.

4 Q. At the end of December?

5 A. Yes.

6 Q. So after the December --

7 A. You can look at my statement and be sure,
8 because I am on record with that one.

9 Q. Yes.

10 A. And I don't want to be contradicting my
11 own statement.

12 Q. Point well noted. Did you actually have
13 an occasion to meet with a member of the City of
14 Greer's code enforcement out at the property?

15 A. His name is Tore Ellison, right?

16 Q. Yes. I think it's Elstrom.

17 A. Elstrom is quite right. Yeah, in other
18 words --

19 Q. So you go meet with him out there?

20 A. Yes.

21 Q. And at some point, you told him that you
22 would not allow the property to be occupied?

23 A. I told him that I would not allow the
24 property to be occupied until Greer code enforcement
25 was satisfied that the property was properly

1 occupiable.

2 Q. Do you remember when that was?

3 A. You have the date right in front of you.

4 (Whereupon, the court reporter marked Dreskin
5 Exhibit Number 6 for identification.)

6 EXAMINATION RESUMED BY MS. HINSON:

7 Q. I show you what's been marked as
8 Defendant's 6 and ask you if you recognize that?

9 A. Okay, I do.

10 Q. And is that your sworn statement?

11 A. This is my sworn statement.

12 Q. All right. Aside from GS Plumbing;
13 Electro Mechanical of Spartanburg; AdvantaClean;
14 perhaps CTO Maintenance, at any rate, Ryan; and
15 Level Up Construction, are those the sum total -- is
16 there anyone else that you can recall that you had
17 working on that property past the --

18 A. There is no one else, that I recall.

19 Q. Okay. How about Quality Contracting?

20 A. They are the same people as Level Up.

21 Q. Okay. They have two different names or --

22 A. They reorganized their business. They
23 were Quality Contracting, and they reorganized into
24 a different business entity. But they are, you
25 know, Paul and his son.

1 Q. Okay. Were you aware, at the time that
2 you met with AdvantaClean, that they had also come
3 out with the Epps family at their request?

4 A. Actually, no, although I found out shortly
5 thereafter.

6 Q. Were you aware that they also, just as in
7 your report, recommended that a chlorine dioxide
8 fumigation of the house take place?

9 A. I'm aware of that.

10 Q. But you did not do that?

11 A. No.

12 Q. What knowledge do you have of mold
13 remediation?

14 MR. BACH: Object to the form.

15 EXAMINATION RESUMED BY MS. HINSON:

16 Q. What do you know about the process of mold
17 remediation?

18 A. What's common knowledge?

19 Q. No, I'm asking about your knowledge.

20 A. My knowledge?

21 Q. Yes.

22 A. Nothing specific.

23 Q. So you relied upon AdvantaClean and
24 Rainbow?

25 A. Well, you know, if you don't like the

1 first opinion you get, sometimes you get another
2 one.

3 Q. And you didn't like that AdvantaClean one?

4 A. I didn't like their opinion that I should
5 spend \$10,000 on mold remediation for something that
6 I didn't think was very much more mold, and neither
7 did they.

8 Q. It's your opinion that there was -- well,
9 I think you've answered that, that the only place
10 this mold was was in the guest bathroom?

11 A. Right.

12 Q. When contractors came to the residence,
13 did you come to inspect afterwards, or did they just
14 call you and report back to you?

15 A. Both.

16 Q. Are you aware of any other Sheetrock in
17 the house being removed except for the four pieces
18 with the spigot?

19 A. That's about it. That's it, yes. No
20 other, that I'm aware of.

21 Q. You amended your claim to add another
22 claim, is that correct?

23 A. Go ahead and tell me.

24 Q. The claim of slander, defamation.

25 A. Yeah, sure.

1 Q. And tell me about that.

2 A. We found that Courtney had posted a lot of
3 stuff on Facebook.

4 Q. And how did you find that? How did that
5 come to your attention?

6 A. I looked for it.

7 Q. So please tell me what about what she
8 posted identified you in any way?

9 A. I will leave this to my personal injury
10 attorney.

11 Q. I am asking you, sir. You've added a
12 claim about defamation.

13 A. Very well. The list of what I'm claiming
14 is there, right there. If you want to read it to me
15 and say, Okay, do you still agree with what you said
16 on paper, I'll answer each one.

17 Q. I'm asking you, what formed the basis for
18 this slander libelous claim?

19 A. What had been posted on Facebook.

20 Q. And did it identify you by name?

21 A. With all due respect, I reserve the right
22 to review this question on looking at the records,
23 but yes.

24 Q. Yes, it did identify you by name?

25 A. Yes, I think so. And if it did, great.

Richard Dreskin

1 And if it didn't, I will stand corrected.

2 MS. HINSON: Okay. Mark that.

3 (Whereupon, the court reporter marked Dreskin
4 Exhibit Number 7 for identification.)

5 EXAMINATION RESUMED BY MS. HINSON:

6 Q. I show you what's been marked as
7 Defendant's 7 and ask if you recognize it?

8 A. So where is what Yanira wrote me at the
9 bottom of the page?

10 Q. I'm asking, if you recognize it. Have you
11 ever seen that before?

12 A. Oh, I've seen the bottom part of it.

13 Q. Who is that from?

14 A. Yanira Keller wrote me an e-mail in 2013,
15 that part, I recognize, the rest of it is
16 unfamiliar.

17 Q. Who is Yanira Keller?

18 A. She's a past tenant.

19 Q. And she rented from you in 2013?

20 A. Yeah, my memory is -- yeah. It looks like
21 we retreated the wood, and resealed it, and I
22 haven't heard from her again.

23 Q. And where was that?

24 A. I'm not sure, it was over five years ago
25 or almost five years ago.

Richard Dreskin

1 Q. You don't remember where it was?

2 A. No.

3 Q. Is that a picture that's representative of
4 what you found there?

5 A. That's a long time ago, and I don't know
6 where that picture is from. It's very close, I
7 can't identify the context.

8 Q. When you say, "Yep, looks like mold. I
9 assure you that mold like that is ubiquitous and
10 poses no danger unless you eat it. We will clean it
11 up, reseal or replace the wood as soon as possible"
12 --

13 A. Well, we cleaned it up. I don't think we
14 replaced the wood.

15 Q. And that was 2013?

16 A. Yeah.

17 Q. Did Yanira -- is that how you say her
18 name?

19 A. I think so.

20 Q. -- Yanira Keller ever notify you about
21 mold on the ceiling?

22 A. Do you have something that says she did?

23 Q. I'm asking you, sir.

24 A. I don't remember. Show me what you have,
25 it's been a long time.

Richard Dreskin

1 Q. Well, I'm just asking you if Yanira
2 notified you about mold on the ceiling?

3 A. It's been five years since she was a
4 tenant. I have no memory at the moment, but you're
5 going to refresh my memory, I think.

6 Q. Is someone else living in the home now?

7 A. No.

8 Q. Why not?

9 A. I'm preparing it for sale.

10 Q. Do you have insurance that covers general
11 liability for you as a -- -- as being in the
12 business of renting people homes?

13 A. It turns out that the insurance for
14 renting people homes comes with a homeowner's policy
15 on individual houses.

16 Q. Okay. And that particular home --

17 A. Is insured with Auto-Owners.

18 Q. And do you, as a business, Equinox, LLC,
19 have general liability insurance?

20 A. Again, it comes with the individual
21 residence.

22 Q. So the answer to my question is --

23 A. No, I do not have a universal general
24 liability coverage.

25 Q. Okay. And it's insured as just a

1 residence that you own, homeowner's insurance?

2 A. Yeah. You know, it's specific for, you
3 know, a rental, but yes.

4 Q. Do you have any type of insurance that
5 covers your negligence in this matter?

6 MR. BACH: Object to the form.

7 EXAMINATION RESUMED BY MS. HINSON:

8 Q. If you are found to be negligent, is there
9 any insurance coverage that you have that would
10 cover you in that instance?

11 A. Other than the homeowner's, no.

12 Q. Do you own that property outright at this
13 point?

14 A. There's a lien.

15 Q. And who is the lien holder?

16 A. Synovus.

17 Q. Can you spell that?

18 A. S-y-n-o-v-u-s.

19 Q. And how much do you owe on it, to your
20 knowledge? You don't have to be exact.

21 A. Roughly \$200,000.

22 MS. HINSON: Let me have about five
23 minutes with her, and then I may be wrapping
24 this up.

25 (Whereupon, a recess was taken.)

Richard Dreskin

1 MS. HINSON: Back on the record.

2 EXAMINATION RESUMED BY MS. HINSON:

3 Q. Mr. Dreskin, were you notified by Ms. Epps
4 that the alarm had gone off in the house?

5 A. Which alarm? When?

6 Q. The septic alarm.

7 A. When?

8 Q. In January of '17.

9 A. You know, my memory is that she notified
10 me that there was sewage on the floor. I don't
11 recall a notification of the alarm is going off as
12 such, but you can refresh my memory.

13 Q. Okay. I show you what we will mark as
14 Exhibit 8 --

15 (Whereupon, the court reporter marked Dreskin
16 Exhibit Number 8 for identification.)

17 EXAMINATION RESUMED BY MS. HINSON:

18 Q. -- and ask if you recognize it?

19 A. Okay. This is part of an e-mail record.

20 Q. All right. Do you remember receiving
21 that?

22 A. It doesn't matter if I remember it or not,
23 I did receive it.

24 Q. Okay. And are the Epps informing you that
25 the alarm went off and the septic was overflowing?

Richard Dreskin

1 A. What I said was, "I am still looking for
2 an explanation of the disconnected alarm on the
3 sewer lift pump. Proper attention to the alarm
4 would have mitigated much of your damages," that's
5 what I said.

6 Q. And then she notified you --

7 A. She writes, "Brandon nor I nor any of the
8 kids even know where the alarm is. I heard the
9 alarm going off after and while we were cleaning up
10 the room and it was already overflowing. It was a
11 very faint noise, so I have no clue what happened,"
12 et cetera. Okay.

13 Q. You stated that --

14 A. I remember, by the way, this has nothing
15 to do with mold.

16 Q. You stated that she -- in your Complaint
17 that she owes you over \$9,000 of money, is that
18 correct?

19 A. Do you have a copy of my statement?

20 Q. I'm asking you. Do you need to review
21 your pleading?

22 A. Enter the statement into the record and
23 I'll see it.

24 Q. It's already in the record, but I'm going
25 to -- I'll show you --

Richard Dreskin

1 A. And by the way, the answer is, "Yes."

2 Q. \$9,007.83.

3 A. Okay.

4 Q. And can you explain what comprises that
5 \$9,007?

6 A. Rent, additional rent, fees, things I've
7 done for them that I didn't bill them for.

8 Q. And do you have a list of those items?
9 Like when it was late?

10 A. On the statement.

11 Q. Do you have the statement?

12 A. No, I have a blank desk in front of me.

13 Q. Well, I'm trying to get to the bottom of
14 what you are claiming, and I'm trying to figure out
15 the dates that you are claiming these monies for. I
16 will show you this 10-13-17 from Equinox --

17 (Whereupon, the court reporter marked Dreskin
18 Exhibit Number 9 for identification.)

19 EXAMINATION RESUMED BY MS. HINSON:

20 Q. -- and it's identified as Defendant's 9,
21 and ask if you recognize that?

22 A. This is certainly my statement. Okay. Go
23 ahead, please. This was a statement on 10-13-2017.

24 Q. Did she send you her Wells Fargo account
25 statement showing the transfers to you?

Richard Dreskin

1 A. Show me.

2 (Whereupon, the court reporter marked Dreskin
3 Exhibit Number 10 for identification.)

4 EXAMINATION RESUMED BY MS. HINSON:

5 Q. Do you remember receiving her Wells Fargo
6 statement?

7 A. No, but you can show me. You know, you
8 keep having fragments of e-mails, and that's fine.
9 This is -- this piece of paper, I've never seen
10 before. This (indicating) at the top is my e-mail.

11 Q. Let me see what the top is. These are
12 strings so --

13 A. You sent a fragment of stuff. You know,
14 if she has proof of payments and I haven't credited
15 them, that's an omission of mine, but I don't think
16 I have any.

17 Q. At some point in October, you were
18 notified by Courtney that she was very ill and
19 members of her family were ill, is that correct?

20 A. Do you have --

21 Q. I'm asking you just from your memory,
22 before this whole October thing happened with Tore
23 and the house, and you saying you would not let
24 anybody live there, did she send you notice that she
25 was very ill?

Richard Dreskin

1 A. She may have, I don't recall directly. If
2 she has and I don't remember it, you can refresh my
3 memory.

4 Q. From your own memory, are you remembering
5 that she informed you that she was sick?

6 MR. BACH: Object to form.

7 EXAMINATION RESUMED BY MS. HINSON:

8 Q. Do you remember her telling you she was
9 sick in October of 2017?

10 A. No, I don't remember it, but if you'll
11 show me where she did, I'll agree that she did.

12 MS. HINSON: I'm going to cumulatively
13 mark these.

14 (Whereupon, the court reporter marked Dreskin
15 Exhibit Number 11 for identification.)

16 EXAMINATION RESUMED BY MS. HINSON:

17 Q. I'm going to show you what has been marked
18 as Exhibit 11 and ask if you recognize it? You
19 don't have to read the whole thing, but my question
20 to you is you received a forward of the e-mail with
21 these mold reports attached, did you not? If you'll
22 look at that singular page. What you're holding in
23 your hand as 11, is that something that was
24 forwarded to you?

25 A. Okay. Well, at least the first part of it

1 was forwarded to me. I don't know about the rest.
2 She sent me this, "we're moving to a hotel"
3 business. I don't know if I received any of the
4 rest of the page. You don't need to send the entire
5 page. I mean, you can -- one can redact these
6 things, but the part that's addressed to me, I know
7 I received.

8 Q. Yes. As she's forwarding this to you?

9 A. Yes, but that doesn't mean I got it. The
10 one I definitely admit having received is the one
11 you have a star next to.

12 Q. Have you ever seen those reports?

13 A. This one (indicating) I have for sure.

14 This one (indicating) is --

15 MR. BACH: For the record, he's pointing
16 to the October 1st --

17 THE WITNESS: I've seen this one.

18 MR. BACH: She doesn't understand that.
19 So the SEEML Labs dated October 13, 2017. The
20 other is a report from MIT, Mold Inspection
21 overview, and is dated on October 11, 2017, the
22 one he's holding now.

23 THE WITNESS: It's unfamiliar.

24 EXAMINATION RESUMED BY MS. HINSON:

25 Q. Did you review the lab report when you

1 received it?

2 A. I did.

3 Q. And that was in October, shortly before
4 she notified you that she was terminating the lease?

5 A. If that's the time line, yes.

6 Q. And then October the 26th was when you
7 signed the statement that you would not let anyone
8 live there from that point forward until this was
9 fixed?

10 A. Yes.

11 (Whereupon, the court reporter marked Dreskin
12 Exhibit Number 12 for identification.)

13 EXAMINATION RESUMED BY MS. HINSON:

14 Q. I'm going to show you what's been marked
15 as Defendant's 12.

16 A. Haven't we been here before?

17 Q. Yes, we've talked about this, the
18 AdvantaClean.

19 A. Okay. Go ahead, please.

20 Q. Are you familiar with that document?

21 A. The answer to that is, "No, I have not
22 seen this document before."

23 Q. Were you aware that AdvantaClean had
24 reviewed this report, the SEEML Labs report?

25 A. I am aware of that.

Richard Dreskin

1 Q. And that's why they said about the
2 tenting. Is that, to your knowledge, the basis for
3 the recommendation of tenting the house?

4 A. They did say that in that letter.

5 Q. And in the recommendation they did for
6 you, is that correct?

7 A. If they said it, they said it.

8 Q. Going back to your Equinox statement of
9 October 13th, what are you claiming the amount due
10 is on that statement?

11 A. On that date?

12 Q. Yes.

13 A. \$3,360.

14 Q. Why would it have increased beyond that
15 point to \$9,007?

16 A. Unpaid rent, additional rent, fees for
17 late payment, and additional work I did for her, if
18 any. You also should have a statement dated
19 something like December.

20 Q. Do you have that statement with you?

21 A. No.

22 MS. HINSON: Adam, do you have that
23 statement?

24 MR. BACH: I might. I can look.

25 THE WITNESS: You quoted it. You should

1 have it.

2 EXAMINATION RESUMED BY MS. HINSON:

3 Q. Well, I'm quoting your assertion that she
4 owes you \$9,007 from your Complaint.

5 A. Then it should be attached to the
6 Complaint.

7 Q. At any rate, on October the 13th, she owed
8 you \$3,360.99, is that correct?

9 A. That's what I said that day, yes.

10 Q. So up through that date --

11 A. Correct, to the absolute best of my
12 ability to be correct --

13 Q. Okay.

14 A. -- on that date.

15 Q. So the money difference between October
16 13th and this assertion of \$9,007, that would have
17 been from the date of October 13th, it grew to
18 \$9,000?

19 A. And unpaid rent.

20 Q. That's what I'm asking.

21 A. Yeah.

22 Q. I'm asking you if this number, the number
23 that was \$3,360.99, did that -- from that point,
24 your assertion in your Complaint has to do with the
25 money following this time period?

1 A. Yeah.

2 Q. That's owed?

3 A. Yeah. You got a copy of the lease?

4 Q. Yes.

5 A. She hasn't paid rent, she hasn't paid late
6 fees, and there's a collection fee in the lease.

7 MS. HINSON: So, Adam, do you have the --

8 MR. BACH: Yes.

9 MS. HINSON: What the extra \$6,000 or just
10 shy is about?

11 MR. BACH: Yes. I'll print a copy.

12 EXAMINATION RESUMED BY MS. HINSON:

13 Q. Okay. So let's look at page 8. Are you
14 there?

15 A. I'm here.

16 Q. Page 8?

17 A. Okay.

18 Q. Page 8, let's look at the \$3,360.99, which
19 is the amount on the other invoice, the one from
20 October?

21 A. Okay.

22 Q. And then to it, on the 16th, you are
23 adding \$120?

24 A. Yes.

25 Q. And that is for what?

Richard Dreskin

1 A. Just as it says, an eviction -- filing for
2 eviction and filing a Complaint for money owed.

3 Q. So it cost you \$120 to file for eviction?

4 A. Right, and the Complaint.

5 Q. Okay. And then on November the 1st, the
6 amount went up from the \$3,480.99 to \$5,920.99, is
7 that correct?

8 A. Yes. Is it clear why?

9 Q. Why did it do that?

10 A. Because the rent was due.

11 Q. What rent?

12 A. Rent on 618 Garden Rose Court.

13 Q. For what time period?

14 A. November.

15 Q. And then on -- also, on 11-1, you charged
16 interest on the 10-30 balance, is that correct?

17 A. That's right. Actually, I charged it on
18 the 10-1 balance, but it's been a month.

19 Q. Okay. That's just a typo, interest on
20 balance, 10-30, that should say 10-1?

21 A. Did I say 10-30? Well, I guess I gave her
22 credit for what she's paid during the month.

23 Q. Okay. And then you assessed a late fee --

24 A. Yes.

25 Q. -- on the 6th of \$122?

Richard Dreskin

1 A. Yes.

2 Q. And then another late fee on the 11th of
3 November?

4 A. Yes.

5 Q. Of \$122? We're referring to 2017 in all
6 of these.

7 A. I'm right there.

8 Q. And then again, the amount went up \$2,440
9 to \$8657.21, is that correct?

10 A. That's the rent on 12-1.

11 Q. Okay. And then -- so now we're up to
12 \$8,657 from the former page?

13 A. Yeah.

14 Q. And then you charged interest on the
15 balance, is that correct?

16 A. Yes, there was a balance -- I don't know
17 what date I charged it on, probably from the
18 previous month, although it says 11-30. I would
19 have to see what I charged it on. It would make a
20 few dollars' difference.

21 Q. And then on the 6th of December, you added
22 a late fee --

23 A. Yeah.

24 Q. -- of 2017, of \$122, correct?

25 A. Okay.

1 Q. And then you added a 35 percent charge to
2 the whole of it?

3 A. Yeah.

4 Q. And charged her an additional \$2,335.36,
5 because that's 35 percent of the balance due,
6 correct?

7 A. Correct.

8 Q. Which got her balance up to \$11,207.83?

9 A. Your arithmetic is beyond reproach.

10 Q. Okay. And then you took her security
11 deposit and applied it toward the balance of \$2200,
12 correct?

13 A. Correct.

14 Q. Leaving her a balance of the \$9,007?

15 A. Yes.

16 Q. Is that correct?

17 A. That's correct.

18 Q. So that's where that figure comes from?

19 A. That is the detail.

20 Q. All right. And I believe you told me
21 earlier that you do not know when the Epps family
22 moved out?

23 A. I think I told you that. I think they
24 were gone in late October when they -- but I don't
25 know for certain.

Richard Dreskin

1 Q. Okay. But nonetheless, you were still
2 charging for November, December, 35 percent fee and
3 cost of eviction, is that correct?

4 A. Yes, it's correct. I don't -- you know, I
5 think you and Adam can argue about when their lease
6 terminated.

7 Q. Well, do you believe that when you were --
8 when you represented to the City of Greer that you
9 would in no way allow anyone to occupy that home in
10 October, you believe that nonetheless, Mr. and Ms.
11 Epps should have continued to pay you for renting
12 your home?

13 A. Yes.

14 Q. Why?

15 A. Well, their lease is not terminated and
16 all their belongings continued to occupy my space,
17 and they acted to prevent me from correcting the
18 problem that they caused with the City of Greer. So
19 yes, I think it's quite reasonable that I charge
20 them rent for that time.

21 Q. Okay. When you received the mold spore
22 report from -- this is the one you testified that
23 you had seen that was sent to you.

24 A. I have seen it, I don't know when.

25 Q. Okay. When you received that report, what

Richard Dreskin

1 did you do, as a result of that?

2 A. I couldn't do anything, because we went to
3 correct the problem, but Courtney called the city
4 codes people who came and said that we had to leave
5 the house, and we were denied entry for the next --
6 well, actually weren't denied entry yet, but we
7 couldn't -- he would not let us correct the problem
8 at that time.

9 Q. Because --

10 A. It was somewhat later that we were denied
11 entry.

12 Q. Do you know why? Do you know why, at the
13 time, that you were not allowed to correct the
14 problem?

15 A. You know, this has been a mystery Tore did
16 not want us -- you know, I would like to ask him
17 myself in retrospect why we needed to be shut out.

18 Q. Did he request that you follow the
19 recommendations of the mold testing companies?

20 A. No, he told us to fix the problem.

21 Q. And you had this report?

22 A. Yeah, and I got additional mold testing.

23 Q. The AdvantaClean?

24 A. AdvantaClean sent us an additional report.
25 You have that, right?

1 Q. Right.

2 A. Where we did a much more extensive
3 testing, right.

4 Q. And I have what you attached to your
5 Complaint.

6 A. Yeah. We did much more extensive testing.
7 And at that point, we were prevented from entering
8 the house for a couple months. We did manage to
9 clean up the kitchen mess at that time. You want to
10 go through that one?

11 Q. Is that part of what you're claiming?

12 A. Oh, yeah.

13 Q. What are you claiming about that? I'm
14 sorry. I didn't see anything about that.

15 A. Well, if you come across it, we'll talk
16 about it.

17 Q. Okay. Is there a sum of money that you've
18 included in your Complaint about something to do
19 with the kitchen?

20 A. There is a bill, which has not been
21 received, for clean-up. And I will submit such a
22 bill eventually, but it took me quite a long time to
23 clean up.

24 Q. You haven't received a bill?

25 A. No, I haven't presented one.

Richard Dreskin

1 Q. Oh, you haven't given one to your
2 attorney?

3 A. No, I haven't given one to my tenant, my
4 ex-tenant.

5 Q. No, have you received a bill for the
6 clean-up?

7 A. No, I did the clean-up.

8 Q. I thought your daughter did the clean-up?

9 A. Well, she disposed of the belongings.
10 Jerry Gossett and I did the actual clean-up.

11 Q. And who is he?

12 A. He works for me.

13 Q. In what capacity does he work for you?

14 A. General handyman.

15 Q. He works for Equinox?

16 A. Yes. Actually, to be quite specific, he
17 works for HD Landscape, who pays his salary, and HD
18 Landscape is another of my companies?

19 Q. Okay. HD Landscape is your landscaping
20 company that does all your properties?

21 A. Yes.

22 Q. In June of 2017, were you informed that
23 the air-conditioning man that you sent out to the
24 house had reported that there were not enough vents
25 into the house to circulate the air?

1 A. That is a hypothetical.

2 Q. Why do you say that?

3 A. Because he did not say that.

4 Q. What was his name?

5 A. His name?

6 Q. Yes.

7 A. He's with Electro Mechanical in
8 Spartanburg.

9 Q. Do you remember his first name?

10 A. Yes, of course.

11 Q. What's his name?

12 A. Daniel.

13 Q. Daniel. You are aware that in Greenville,
14 anything in a house that becomes wet and is not
15 expeditiously dried out is likely to develop mold
16 growth, is that correct?

17 MR. BACH: Object to form. You can
18 answer.

19 THE WITNESS: I'm sorry. I couldn't hear
20 you.

21 MR. BACH: Just answer. You can answer.

22 THE WITNESS: I can answer that?

23 EXAMINATION RESUMED BY MS. HINSON:

24 Q. Is that a true statement?

25 A. It is a true statement.

1 Q. And if drywall gets wet, it will become
2 moldy. True or false?

3 MR. BACH: Object to the form.

4 THE WITNESS: Yes, true.

5 EXAMINATION RESUMED BY MS. HINSON:

6 Q. Have you ever read the International
7 Safety Codes for building?

8 A. As a generality, I know about the
9 International Codes. That's a quite general
10 statement. They are voluminous.

11 Q. Are you aware that the International
12 Property Maintenance Codes are what you were in
13 violation of, as amended by the City of Greer?

14 MR. BACH: Object to the form.

15 THE WITNESS: I think that statement was
16 made.

17 EXAMINATION RESUMED BY MS. HINSON:

18 Q. By whom?

19 A. I don't know.

20 Q. By the City of Greer?

21 A. Yes, it looks like. Okay.

22 Q. Are you familiar with the terms of the
23 South Carolina Landlord and Tenant Act?

24 A. In a famous expression, I am not a lawyer.

25 Q. Have you read the South Carolina Landlord

1 and Tenant Act?

2 A. I have.

3 Q. Are you aware that you are, as a landlord,
4 required to have some property inhabitable?

5 A. Are you going to quote the Landlord Tenant
6 Act at me?

7 MR. BACH: Just answer the questions.

8 THE WITNESS: Okay. Please restate the
9 question.

10 EXAMINATION RESUMED BY MS. HINSON:

11 Q. Are you aware that the South Carolina
12 Residential Landlord and Tenant Act requires that
13 you maintain the property in an inhabitable safe
14 condition?

15 A. I am aware of that statement in the
16 Landlord and Tenant Act.

17 Q. Do you believe that that is your duty, as
18 a landlord?

19 A. The Landlord and Tenant Act says that,
20 with certain other things that it says, that that is
21 my duty.

22 Q. And that you have to make all repairs, do
23 whatever is reasonably necessary to put and keep the
24 premise in a fit and habitable condition?

25 A. In addition to other things, the Landlord

1 and Tenant Act says that.

2 Q. And you believe that?

3 A. It's in the Landlord and Tenant Act. I'm
4 not a lawyer.

5 Q. You would expect if you were renting
6 somewhere that it be habitable and fit for your
7 living?

8 A. Yes, I would read my lease very carefully.

9 Q. What does that mean?

10 A. Just so. Before renting a property, I
11 would read the lease very carefully, as you would.

12 Q. Is part of what you're alleging that the
13 Epps family somehow caused this toilet leaking?

14 A. What do you mean by allege?

15 Q. Is that what you're asserting here in this
16 case?

17 A. Oh, yes.

18 Q. Because it wasn't leaking before, and then
19 they moved in, and then it was leaking?

20 A. A year later, and I don't know about
21 leaking. I am asserting that the toilet -- that I
22 think the toilet overflowed rather than leaked,
23 although I don't think that's a meaningful
24 difference, insofar as what happened.

25 Q. You do not believe it is a meaningful

1 difference?

2 A. I don't think it's a meaningful difference
3 about whether it overflowed or leaked, insofar as
4 the result that came afterwards.

5 Q. And it is their fault, because they made
6 it do that?

7 A. I think the short answer to that is,
8 "Yes."

9 Q. And the reason you're asserting that is
10 because prior to them moving in, that just had not
11 been an issue until they moved in?

12 A. I believe what you said is true. Others
13 can develop leaks, overflows, plumbing catastrophes
14 as well.

15 Q. And to that end, in your lease with them,
16 you are attempting to place on the tenant the
17 responsibility for all plumbing issues?

18 A. The lease says, and I think you should
19 read it out.

20 Q. I mean, is that the long and the short of
21 it? Am I incorrect?

22 A. No, the long and the short of it is you
23 are correct, but you should read what it says.

24 Q. I have read it.

25 A. I know. Let's read it out.

Richard Dreskin

1 Q. I'm not going to read the whole lease.

2 A. No, just section eight and nine -- section
3 eight.

4 Q. You state in eight, "Tenant must repair,
5 at tenant's expense, stoppage or leakage for any
6 other reason with regard to sinks, lavatories,
7 commodes, draining, and operating properly." I want
8 you to tell me what this means. To keep --

9 A. "Tenants' obligation. To keep sinks,
10 lavatories, and commodes draining and operating
11 properly. Notice, any malfunction must be reported
12 within five days of occupancy. Landlord bears
13 expense to remove roots from sewer lines. Tenants
14 must repair, at tenant's expense, stoppage or
15 leakage for any other reason."

16 Q. What does that mean to you?

17 A. What's that mean to me?

18 Q. Yes. "To keep sinks, lavatories, commodes
19 draining and operating properly. Notice, any
20 malfunction must be reported within five days of
21 occupancy." Is that --

22 A. That means a tenant, like a homeowner, is
23 responsible for the things working.

24 Q. You are going to remove roots from the
25 sewer lines?

Richard Dreskin

1 A. Yes.

2 Q. And the tenant must repair any other
3 stoppage or leakage for any other reason?

4 A. That's what it says.

5 Q. And what was your purpose in putting this
6 in this document?

7 A. This was a standard, a very standard
8 lease.

9 Q. Do you have each signed lease from your
10 other tenants?

11 A. I do have signed leases for each of my
12 other tenants. And do they each have this
13 (indicating) particular thing? Yes, they do.
14 That's -- no, I'm not going to go there.

15 Q. So when this problem happened in June of
16 2017 with the toilet, why did Level Up Construction
17 repair it?

18 A. Because I'm a good guy and I respond to
19 problems my tenants have.

20 Q. And you fixed it?

21 A. Right.

22 Q. In August of 2017, did Ms. Epps notify you
23 that when the toilet was pulled up -- and she's
24 saying yesterday, August the 30th, 2017 -- that
25 there's a massive amount of black mold around the

1 toilet?

2 A. You have an e-mail that says that?

3 Q. Yes, you've got that e-mail.

4 A. Well, show it to me and I'll say, Yes.

5 (Whereupon, the court reporter marked Dreskin

6 Exhibit Number 13 for identification.)

7 EXAMINATION RESUMED BY MS. HINSON:

8 Q. I show you what's been marked as

9 Defendant's 13.

10 A. Actually, yes, I received this. Actually,

11 I think she's under the misapprehension that because

12 when wood turns black, it's mold. Wood turns black

13 with water, it doesn't have to be moldy.

14 MS. HINSON: I will look over my notes. I

15 think I'm about done. Let's mark that as

16 Defendant's 14.

17 (Whereupon, the court reporter marked Dreskin

18 Exhibit Number 14 for identification.)

19 EXAMINATION RESUMED BY MS. HINSON:

20 Q. So you're talking in our lease, you're

21 talking about if something gets stopped up, like the

22 toilet, they are supposed to clear it out, say, with

23 a plunger?

24 A. Correct.

25 Q. You're not going to run in with the

Richard Dreskin

1 plunger, they're supposed to clear that out?

2 A. That's true.

3 Q. And that's what you're basically referring
4 to in that statement, that they're to keep it free
5 of the clogs and -- I'm going to read the exact
6 statement because I'm misstating it. Good
7 housekeeping, that's under the good housekeeping
8 section?

9 A. Yes.

10 Q. "To keep the sinks draining and operating
11 properly." Yes?

12 A. Yes, that's what it says.

13 Q. You're not talking about the tenant coming
14 in and repairing your plumbing, if there's some
15 problem with the plumbing within the house, that
16 does not have to do with something getting stopped
17 up?

18 A. Well, to address something that's not
19 included in any of this, let's say that a pipe broke
20 because it froze, okay, I would regard that as
21 something I should address and deal with, okay.
22 That's not in the lease one way or another, but it's
23 simply something that I should step up and do.

24 Q. Or a seal leaking in a toilet?

25 A. No, that is -- that's plumbing. That's

Richard Dreskin

1 local plumbing, that's not the same.

2 Q. But that's not a sink, lavatory, and
3 commode draining or --

4 A. It is very much a commode draining.

5 Q. Beneath the floor?

6 A. Yes. Have you ever replaced a wax seal
7 yourself?

8 Q. I'm asking the questions, you answer me.

9 A. Yes, it is part of the plumbing that a
10 tenant is responsible for of a single-family house.

11 Q. The 35 percent that you charged in that
12 bill, Defendant's Exhibit 14, that was pursuant to
13 number three, "Notice pursuant to the South Carolina
14 Code of Laws, should rent not be received by the
15 5th, eviction papers may be filed. Tenant shall be
16 liable for all losses, including but not limited, to
17 legal fees and a 35 percent collection fee,"
18 correct?

19 A. I think you have read it accurately.

20 Q. Were you ever held to be in violation of
21 any kind of property maintenance or housing code
22 before or since?

23 A. Not to my recollection.

24 Q. Would you recall that if you had?

25 MR. BACH: Object to the form.

Richard Dreskin

1 EXAMINATION RESUMED BY MS. HINSON:

2 Q. You may answer.

3 A. May I speak with you just a second, Adam?

4 MR. BACH: No, just answer the question.

5 THE WITNESS: I have no recollection of
6 any citation in the past, and I have not had
7 one since January.

8 EXAMINATION RESUMED BY MS. HINSON:

9 Q. Have you ever had a bench warrant sworn
10 out for your arrest for violations of codes?

11 A. A bench warrant. Spartanburg County
12 wanted me to maintain or demolish a house in
13 Spartanburg, and I didn't know about it for a year,
14 so I demolished the house.

15 Q. You did?

16 A. I did. The address was on Arch Street in
17 Spartanburg. Do you-all know about that? Is that
18 what you're asking after, or is it something else?

19 Q. I'm just asking.

20 A. You're just asking, huh?

21 Q. What year was that?

22 A. That was 2017, 2018 -- 2018, that's
23 current.

24 Q. 2018?

25 A. Yeah.

1 Q. That's when you demolished it?

2 A. I demolished it.

3 MS. HINSON: I don't have anything
4 further. Thank you.

5 MR. BACH: Mr. Dreskin, I just have a few
6 questions for you.

7 - - -

8 EXAMINATION

9 - - -

10 BY MR. BACH:

11 Q. We saw earlier in your deposition a letter
12 from Ms. Epps' previous attorney concerning
13 termination of the lease. And as you recall, the
14 termination date was effective November 18, 2017.
15 Did the Epps still have their personal belongings in
16 the home after November 18, 2017?

17 A. Yes.

18 Q. What do you call a tenant that maintains
19 possession of a premises after the lease
20 termination. Have you ever heard the term "holdover
21 tenant"?

22 A. Yes.

23 Q. Was Ms. Epps a holdover tenant -- the
24 lease terminated in November 2017, and she still had
25 a lot of her personal belongings in the house. Did

Richard Dreskin

1 you consider her a holdover tenant at that time?

2 A. Adam, in one respect, yes. In another, I
3 would dispute that this is a valid termination.

4 Q. Okay. But let's just assume for sake of
5 argument for this question that it was a valid
6 termination and she kept her stuff there. Would you
7 consider her a holdover tenant?

8 A. She would be a holdover tenant.

9 Q. There was some conversation about what you
10 did with the Epps' personal items that were still in
11 the house. And just to refresh your recollection,
12 there was still things in the house through the end
13 of January 2018. Do you know whether or not we sent
14 a letter alerting Ms. Epps that her property would
15 be disposed of if it was not picked up prior to a
16 certain date?

17 A. You did that.

18 Q. And did she pick anything up, prior to
19 that date?

20 A. Some pickup truck loads of stuff.

21 Q. And everything else was disposed of?

22 A. Everything else remained.

23 Q. You were asked some questions about your
24 cause of action for conversion. At some point in
25 time, did the Epps put a burglar alarm on your

1 house?

2 A. They did, in fact, do that.

3 Q. Did they tell you you couldn't go into
4 your own house?

5 A. They did that.

6 Q. So they were preventing you from accessing
7 your own property?

8 A. That is true.

9 Q. And were they using your property, which
10 they were preventing your access to, to store their
11 own personal items?

12 A. Their items were there.

13 Q. When Ms. Hinson was asking you these
14 questions about slander, did she show you any of the
15 posts she was referencing?

16 A. I'm sorry. I don't think I understood.

17 Q. When Ms. Hinson was asking you about what
18 was posted on Facebook and whether or not a
19 reference to Facebook, did she show you any of those
20 posts?

21 A. No.

22 Q. She did not have those posts in front of
23 you?

24 A. No.

25 Q. When we filed the original Complaint,

Richard Dreskin

1 which I'll just represent to you was in December of
2 2018?

3 A. 2017.

4 Q. I'm sorry, December of 2017, did the Epps
5 still have personal belongings in your house at that
6 time?

7 A. They did.

8 Q. And so back to my previous question, would
9 you consider them a holdover tenant at that time?

10 A. Yes.

11 Q. If the lease termination was valid?

12 A. Yes.

13 MR. BACH: That's all I have.

14 MS. HINSON: I have redirect.

15 - - -

16 EXAMINATION

17 - - -

18 BY MS. HINSON:

19 Q. You had some basis, I suppose, of
20 asserting that Ms. Epps was libel/slandering you on
21 Facebook, is that correct?

22 A. That is correct.

23 Q. But as you sit here today, you cannot
24 identify any posting that actually contains your
25 name?

Richard Dreskin

1 A. I reserve the right to go back and look at
2 the actual postings and review whether it has my
3 name on it.

4 Q. Are you asserting that -- let's say it
5 doesn't have your name, nor the name of Equinox.
6 Are you asserting that she does not have the right
7 to talk about that she's having mold problems
8 physically from renting a home?

9 A. I think she has the right to say whatever
10 she wants, but that her saying may have
11 consequences.

12 Q. Okay. And if she did not identify you in
13 any way, what consequences might those be?

14 A. You have prefaced the remark with a
15 contingency that I don't think is warranted.

16 Q. When your attorney characterized your
17 removal of her things from the home as disposing,
18 you actually took them to a consignment store and
19 Goodwill, is that correct?

20 A. I think Diana came close to breaking even
21 on it.

22 Q. You sold them?

23 A. I don't know what she got for them.

24 Q. At any rate, she sold them to a
25 consignment store --

Richard Dreskin

1 A. Well, you know, she --

2 Q. -- or put them out on consignment?

3 A. I have not checked with her to see if she
4 made a profit. She worked a long, long time to do
5 it.

6 Q. So that other people could now use these
7 items?

8 A. Yeah. I mean, that's the nature of
9 selling stuff.

10 MS. HINSON: Nothing further.

11 THE COURT REPORTER: What about signature?

12 MR. BACH: We will read.

13 THE COURT REPORTER: Did you want a copy?

14 MR. BACH: No.

15 - - -

16 (Witness excused.)

17 (Deposition was concluded at 2:19 p.m.)

18 - - -

19

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[illegible]

Date _____



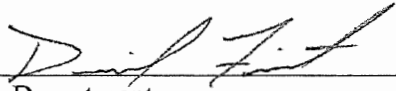
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CERTIFICATE IN LIEU OF SIGNATURE PAGE

Tuesday, October 16, 2018

DEPOSITION OF: Richard Dreskin
DATE OF DEPOSITION: 07/26/2018
CASE: Equinox, LLC vs. Brandon & Courtney Epps

Signed: 
Production Department
EveryWord, Inc

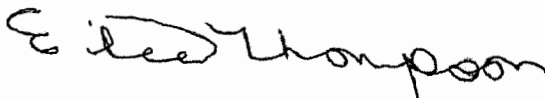
Richard Dreskin

1 CERTIFICATE OF REPORTER

2 I, Eileen Thompson, Registered
3 Professional Reporter and Notary Public for the
4 State of South Carolina at Large, do hereby certify:

5 That the foregoing deposition was taken
6 before me on the date and at the time and location
7 stated on page 1 of this transcript; that the
8 deponent was duly sworn to testify to the truth, the
9 whole truth and nothing but the truth; that the
10 testimony of the deponent and all objections made at
11 the time of the examination were recorded
12 stenographically by me and were thereafter
13 transcribed; that the foregoing deposition as typed
14 is a true, accurate and complete record of the
15 testimony of the deponent and of all objections made
16 at the time of the examination to the best of my
17 ability.

18 I further certify that I am neither
19 related to nor counsel for any party to the cause
20 pending or interested in the events thereof.
21 Witness my hand, I have hereunto affixed my official
22 seal this 4th day of August, 2018 at Liberty,
23 Pickens County, South Carolina.

24 

25 Eileen Thompson,
Registered Professional Reporter
Notary Public
State of South Carolina at Large
My Commission expires:
October 17, 2024



8910 Two Notch Road, Suite 400
Post Office Box 24109, Columbia, SC 29224
Telephone (800) 506-4055
Facsimile (803) 779-4822
Email: scdocs@merrittwebb.com

W. Alexander Buergey

October 12, 2017

Equinox, LLC
c/o Rick Dreskin
214 Oak Meadow Drive
Simpsonville, SC 29681

Re: 618 Garden Rose Court, Greer, SC
Our File Number: 416285

Dear Mr. Dreskin:

I am writing to you on behalf of Courtney and Brandon Epps to give you formal notice that if the situation listed below is not corrected within fourteen (14) days of the date of this letter, they are terminating their lease of the above property effective 10/26/17. Your breach of the lease covenants is as follows:

You have failed to remediate the presence and spread of mold in the rental unit after it was brought to your attention by my clients.

The purpose of this letter is to encourage you to resolve this matter in a fair, equitable and peaceful manner without the need for further legal action. In the event you fail to respond to this letter with appropriate and timely remedies, I will have no alternative but to recommend to my clients that a lawsuit be filed against you. The lawsuit, among other authorities, will be filed under the *South Carolina Residential Landlord and Tenant Act*. In this lawsuit, my clients will seek to recover the full measure of their damages, expenses, and attorneys' fees as allowed by law. Further, it should be noted that no attorneys' fees are being requested at this time, but if litigation should become necessary, legal fees could be awarded against you.

Thank you for your prompt attention to this matter.

Very truly yours,

Merritt, Webb, Wilson & Caruso, PLLC

W. Alexander Buergey
Attorney at Law

cc: Courtney Epps (via email)

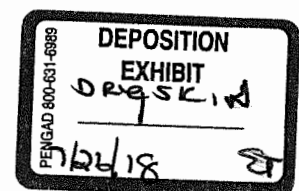
MERRITT, WEBB, WILSON & CARUSO, PLLC

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-0681-



ELECTRONICALLY FILED - 2019 Oct 16 8:33 AM - SPARTANBURG - COMMON PLEAS - CASE#2017CP4204476



8910 Two Notch Road, Suite 400
Post Office Box 24109, Columbia, SC 29224

Telephone (800) 506-4055
Facsimile (803) 779-4822
Email scdocs@merrittwebb.com

October 25, 2017

SENT VIA US MAIL

EQUINOX, LLC
ATTN.: RICHARD DRESKIN
241 OAK MEADOW DRIVE
SIMPSONVILLE, SC 29681

***Re: Brandon and Courtney Epps
618 Garden Rose Ct.***

Dear Mr. Dreskin:

I am writing to you on behalf of Mr. and Mrs. Epps to give you formal notice that they are terminating their lease of the above property effective November 18, 2017, due to, but not limited to, your constructive eviction of Mr. and Mrs. Epps from the premises based on:

Major issues with mold based on a leaks in the rental unit. Mold requires remediation which the landlord has failed to address. Mold is now causing substantial health issues for Mr. and Mrs. Epps and their family. See attached Mold Reports.

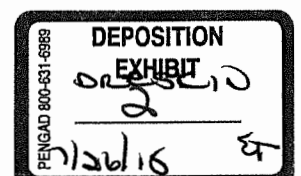
You have constructively evicted Mr. and Mrs. Epps from the property by your substantial interference (through failure to make needed repairs), to the extent that Mr. and Mrs. Epps lost the use and enjoyment of the premises to the extent that abandonment of the premises is required. The lease is terminated by your constructive eviction and Mr. and Mrs. Epps is entitled to damages for constructive eviction, including but not limited to the difference in rent paid and the fair rental value of the premises in the unrepaired and dangerous condition, foreseeable consequences of the eviction and exemplary damages.

Mr. and Mrs. Epps has met all conditions precedent under the South Carolina Residential Landlord and Tenant Act (South Carolina Code Section 27-40-10, et. seq.), including the required notices to you.

Based upon the information now available to us, and for purposes of this notice letter, we estimate that Mr. and Mrs. Epps's economic damages will include the cost of staying in an extended stay hotel until November 18, 2017 as well as moving expenses. Of course, Mr. and Mrs. Epps reserve the right to adjust this amount to conform to the information and evidence that will become available to them at the time of trial should litigation be necessary.

The purpose of this letter is to encourage you to resolve this matter in a fair, equitable and peaceful manner without the need for further legal action. In the event you fail to respond to this

MERRITT, WEBB, WILSON & CARUSO, PLLC
-0683-
COLUMBIA · DURHAM · NASHVILLE



ELECTRONICALLY FILED - 2019 Oct 16 8:33 AM - SPARTANBURG - COMMON PLEAS - CASE#2017CP4204476

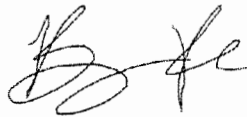
letter with an offer of settlement that is acceptable to Mr. and Mrs. Epps, I will have no alternative but to recommend to them that a lawsuit be filed against you. In this lawsuit, rather than seeking only the amount of money stated above, Mr. and Mrs. Epps will seek to recover the full measure of their damages, expenses, and attorney's fees as allowed by law.

Any effort by you to exclude Mr. and Mrs. Epps from the premises during the remainder of their tenancy, or to stop their utilities or in any way interfere with what is left of their quiet enjoyment of the property, or to wrongfully report them to a credit agency, or to wrongfully seize property, will be seen as a violation of the South Carolina Residential Landlord and Tenant Act Section 27-40-910 entitled "Retaliatory conduct prohibited."

It is Mr. and Mrs. Epps' desire to resolve this matter in as amicable and peaceful a manner as possible. If you are interested in resolving this matter without the necessity of litigation, please contact me at the above address within ten (10) days of the date of this letter.

Very truly yours,

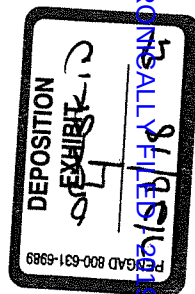
Merritt, Webb, Wilson & Caruso, PLLC



Brandy G. Price
Attorney at Law

cc: Mr. Brandon and Mrs. Courtney Epps
Intake No. 416285







10/26/2017

EQUINOX LLC
214 OAK MEADOW DR
SIMPSONVILLE, SC
29681

VIOLATION NOTICE

**RE: Lot At - 618 GARDEN ROSE CT :
Case: V17-025751
VIOLATION: Other Violations-Mold
remediation Required**

Dear Owner and/or Occupant,

You are hereby advised that the conditions described below have been found to constitute a violation as defined in the International Property Maintenance Code adopted and amended by the City of Greer. You have **ten (10) days** from the date of this letter to correct these violations.

•

RIGHT TO APPEAL

You may appeal this notice with the City Board of Adjustments and Appeals within **twenty (20) days** of the date of this notice. **The appeal must be in writing and provide the following - Sent to 301 E. Poinsett Street, Greer, SC 29651 Attn: Code Enforcement.**

1. The identity of the building and/or property by street address or legal description.
2. Your legal interest.
3. The specific order or section being appealed.
4. The issues on which you wish to be heard.
5. Your signature, mailing address, and a separate submission of a one hundred dollar (\$100.00) filing fee with the appeal.

YOUR FAILURE TO APPEAL IN THE TIME SPECIFIED WILL CONSTITUTE A WAIVER OF ALL RIGHTS TO AN ADMINISTRATIVE HEARING.

FAILURE TO COMPLY

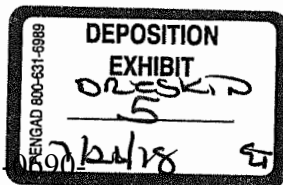
Your failure to comply with this letter shall result in the City of Greer taking lawful measures to compel your compliance, including, but not limited to criminal prosecution. Each day of a continuing violation shall be deemed a separate offense, each punishable upon conviction by a fine of up to **one thousand eighty-seven dollars and fifty cents (\$1,087.50) and/or imprisonment of up to thirty (30) days.**

Should you have any questions please contact the Code Enforcement office at (864) 801-2041.

Sincerely,

Tor Ellstrom

Tor Ellstrom
Code Enforcement Officer



STATE OF SOUTH CAROLINA

COUNTY OF Greenville

Equinox, LLC

214 Oak Meadow Dr

STREET ADDRESS

Simpsonville, SC 29681

CITY, STATE ZIP

864-458-8521

TELEPHONE

AFFIDAVIT

I, Richard B. Dreskin, Managing Member, Equinox, LLC, being of legal age and being duly sworn, attest the following:

Regarding the house located 618 Garden Rose Court, Greer, SC: Under no conditions will I allow the property to be leased, sold or otherwise occupied until all mold abatement requirements of the City of Greer's Codes Enforcement are satisfied.

SWORN TO BEFORE ME, THIS 26th
DAY OF October, 20 17

[Signature]

[Signature]

Richard B. Dreskin, Managing member, Equinox, LLC

NOTARY PUBLIC FOR
SOUTH CAROLINA

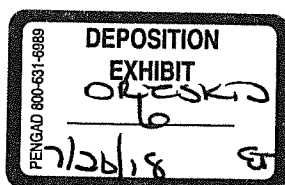
MY COMMISSION EXPIRES: 5/17/2026

HELEN BOURDIER

NOTARY PUBLIC

SOUTH CAROLINA

MY COMMISSION EXPIRES 5-17-2026



-0692-

Subject: Re: Fwd: Mold
From: Yanira Keller <ygraine@gmail.com>
Date: 12/28/2017 8:39 PM
To: courtney@otbtax.com

This was in front of the back door to the balcony near the fireplace.

On Dec 28, 2017 8:35 PM, <courtney@otbtax.com> wrote:
Where was this mold exactly? In the living room?

On 2017-12-28 20:33, Yanira Keller wrote:
Here's the pic again

On Dec 28, 2017 8:29 PM, "Yanira Keller" <ygraine@gmail.com> wrote:

Did the picture not go through or do you mean do I still have the original? I don't have another copy of the picture. And if I remember correctly they did not replace the wood at the time, they just painted something over it to kill the mold, that's what they did on the ceiling too.

On Dec 28, 2017 8:17 PM, <courtney@otbtax.com> wrote:
Do you have this pic? The wood was never replaced. Or either it has come back.

On 2017-12-28 19:53, Yanira Keller wrote:
First mold email

----- Forwarded message -----

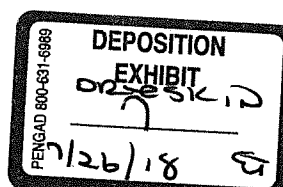
From: RICK1 <Rick1@dreskin.net>
Date: Mon, Sep 9, 2013 at 12:28 PM
Subject: RE: Mold
To: Yanira Keller <ygraine@gmail.com>

Yep, looks like mold. I assure you mold like that is ubiquitous and poses no danger unless you eat it. We will clean it up, reseal or replace the wood, as soon as possible.

-----Original Message-----

From: Yanira Keller [mailto:ygraine@gmail.com]
Sent: Saturday, September 07, 2013 7:04 PM
To: Rick1
Subject: Mold

Hi Rick,





Subject: RE: frozen bank account
 From: jbrandonepps@yahoo.com
 To: Rick1@dreskin.net
 Date: Sunday, January 1, 2017, 5:06:57 PM EST

Brandon nor I nor any of the kids even know where the alarm is. I heard the alarm going off after and while we were cleaning up the room and it was already overflowing. It was a very faint noise so I have no clue what happened but I will begin to pay you the rest of the rent that you are requesting. Remember nothing was done to the house before we moved in, no painting, etc. The prior tenants may have done it but I can assure you that we would not turn off an alarm if we knew how. My tax docs and other stuff are not replaceable and should my clients get audited I am screwed. It was not us. I still don't know where the alarm was to have shut it off.

Sent from Yahoo Mail on Android

On Sun, Jan 1, 2017 at 5:00 PM, Rick1
 <Rick1@dreskin.net> wrote:

I said at the time I would pay for the hotel room.

While I am not responsible for unfortunate circumstances of home occupancy, I will extend you a discount of \$800 for your misfortune.

I am still looking for an explanation of the disconnected alarm on the sewer lift pump. Proper attention to the alarm would have mitigated much of your damages.

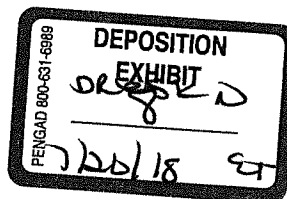
Rick

Richard Dreskin

O: (864) 458-8521

C: (8864) 270-6627

From: Brandon Epps [mailto:jbrandonepps@yahoo.com]
Sent: Sunday, January 1, 2017 4:52 PM
To: Rick1 <Rick1@dreskin.net>
Subject: RE: frozen bank account



I will have the remainder of Dec rent tomorrow and will half of Jan rent by the 5th and remainder by 15th if not sooner. As for Nov, please let me know what deduction we are entitled to bc of the sewage system backup

Equinox, LLC

214 Oak Meadow Drive
Simpsonville, SC 29681-4932

Statement

DATE

2017-10-13

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2016-12-31	Balance forward		3,101.49
2017-01-01	618 Garden Rose-		
	--- 618 Garden Rose Rent \$2,200.00	2,200.00	5,301.49
2017-01-01		70.52	5,372.01
	Interest on balance 12/1/16		
	--- 618 Garden Rose Rent \$70.52		
2017-01-02	CREDMEM #636.	-800.00	4,572.01
	Discount for sewer lift pump failure		
	--- 618 Garden Rose Rent \$-800.00		
2017-01-03	PMT	-550.00	4,022.01
2017-01-06		50.00	4,072.01
	Late 1		
	--- 618 Garden Rose Rent \$50.00		
2017-01-11		50.00	4,122.01
	Late 2		
	--- 618 Garden Rose Rent \$50.00		
2017-01-13	PMT #5024.	-1,100.00	3,022.01
2017-02-01	PMT #5126.	-1,400.00	1,622.01
2017-02-01		2,200.00	3,822.01
	--- 618 Garden Rose Rent \$2,200.00		
2017-02-01		45.33	3,867.34
	Interest on balance 2/1		
	--- 618 Garden Rose Rent \$45.33		
2017-02-03	INV #647.	1,442.00	5,309.34
	NSF check		
	--- NSF check \$1,400.00		
	--- Bad Check Chg \$12.00		
	--- Bad Check Chg \$30.00		
2017-02-03	PMT #CASH.	-1,400.00	3,909.34

AMOUNT DUE

\$3,360.99

Phone #

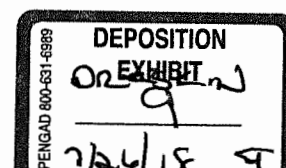
(864) 458-8521

E-mail

rick@equinox-llc.com

Page 1

-0699-



ELECTRONICALLY FILED - 2019 Oct 16 8:33 AM - SPARTANBURG - COMMON PLEAS - CASE#2017CP4204476

Equinox, LLC

214 Oak Meadow Drive
Simpsonville, SC 29681-4932

Statement

DATE

2017-10-13

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2017-02-05	Late 1 --- 618 Garden Rose Rent \$50.00	50.00	3,959.34
2017-02-11	Late 2 --- 618 Garden Rose Rent \$50.00	50.00	4,009.34
2017-02-15	PMT #cash.	-1,100.00	2,909.34
2017-03-01	--- 618 Garden Rose Rent \$2,200.00	2,200.00	5,109.34
2017-03-01	Interest on balance 3/1 --- 618 Garden Rose Rent \$43.64	43.64	5,152.98
2017-03-01	PMT #5102.	-1,100.00	4,052.98
2017-03-02	INV #654. NSF check 618 Garden Rose --- NSF check \$1,100.00 --- NSF check \$12.00 --- Bad Check Chg \$30.00	1,142.00	5,194.98
2017-03-04	PMT #surepay. REF # PPEGKBBD3 RENT REMAINDER NOW 2578.48	-1,500.00	3,694.98
2017-03-10	PMT	-578.00	3,116.98
2017-03-27	PMT #SP.	-1,250.00	1,866.98
2017-04-01	--- 618 Garden Rose Rent \$2,200.00	2,200.00	4,066.98
2017-04-01	Interest on balance 3/27 --- 618 Garden Rose Rent \$77.93	77.93	4,144.91
2017-04-05	Late 1 --- 618 Garden Rose Rent \$50.00	50.00	4,194.91

AMOUNT DUE

\$3,360.99

Phone #

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E-mail

rick@equinox-llc.com

Equinox, LLC

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Simpsonville, SC 29681-4932

Statement

DATE

2017-10-13

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2017-04-10	late 2 --- 618 Garden Rose Rent \$50.00	50.00	4,244.91
2017-04-14	PMT	-750.00	3,494.91
2017-04-18	PMT	-750.00	2,744.91
2017-04-18	PMT	-750.00	1,994.91
2017-04-28	PMT #SP.	-500.00	1,494.91
2017-05-01	--- 618 Garden Rose Rent \$2,200.00	2,200.00	3,694.91
2017-05-01	Interest on balance 4/27 --- 618 Garden Rose Rent \$29.93	29.93	3,724.84
2017-05-04	PMT #SP.	-750.00	2,974.84
2017-05-08	PMT #sp.	-650.00	2,324.84
2017-05-24	PMT	-625.00	1,699.84
2017-05-26	PMT	-425.00	1,274.84
2017-06-01	--- 618 Garden Rose Rent \$2,200.00	2,200.00	3,474.84
2017-06-01	Interest on balance 5/31/2017 --- 618 Garden Rose Rent \$19.13	19.13	3,493.97
2017-06-06	Late 1 --- 618 Garden Rose Rent \$50.00	50.00	3,543.97
2017-06-11	Late 2 --- 618 Garden Rose Rent \$50.00	50.00	3,593.97
2017-06-18	PMT #SP.	-1,000.00	2,593.97
2017-07-01	INV #666. July rent --- 618 Garden Rose Rent \$2,200.00	2,200.00	4,793.97

AMOUNT DUE

\$3,360.99

Phone #

(864) 458-8521

E-mail

rick@equinox-llc.com

Equinox, LLC

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Simpsonville, SC 29681-4932

Statement

DATE

2017-10-13

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2017-07-01	Interest on 7/1 balance	38.91	4,832.88
	--- 618 Garden Rose Rent \$38.91		
2017-07-03	PMT #SP.	-1,100.00	3,732.88
2017-07-05	PMT #SP.	-800.00	2,932.88
2017-07-25	PMT	-800.00	2,132.88
2017-07-31	PMT	-700.00	1,432.88
2017-08-01		2,200.00	3,632.88
	--- 618 Garden Rose Rent \$2,200.00		
2017-08-01	INV #671.	55.36	3,688.24
	Interest on balance		
	--- 618 Garden Rose Rent \$55.36		
2017-08-07		50.00	3,738.24
	Late 1		
	--- 618 Garden Rose Rent \$50.00		
2017-08-11		50.00	3,788.24
	Late 2		
	--- 618 Garden Rose Rent \$50.00		
2017-08-11		21.50	3,809.74
	Interest on balance on 7/31		
	--- 618 Garden Rose Rent \$21.50		
2017-08-21	PMT	-500.00	3,309.74
2017-08-21	PMT	-1,500.00	1,809.74
2017-08-31	PMT	-200.00	1,609.74
2017-09-01	INV #673.	306.00	1,915.74
	sewer lift pump service call		
	--- Clean grease build up in sewer lift pump \$306.00		

	--- Plumber says you are putting grease down the drain causing problem with sewer lift pump.		

AMOUNT DUE

\$3,360.99

Phone #

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E-mail

rick@equinox-llc.com

Equinox, LLC

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Simpsonville, SC 29681-4932

Statement

DATE

2017-10-13

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2017-09-01	Sept --- 618 Garden Rose Rent \$2,200.00	2,200.00	4,115.74
2017-09-01	Interest n blance on 8/31 --- 618 Garden Rose Rent \$24.15	24.15	4,139.89
2017-09-06	Late 1 --- 618 Garden Rose Rent \$50.00	50.00	4,189.89
2017-09-08	PMT	-1,100.00	3,089.89
2017-09-14	PMT	-1,100.00	1,989.89
2017-10-01	--- 618 Garden Rose Rent \$2,440.00	2,440.00	4,429.89
2017-10-03	PMT #Zelle.	-1,220.00	3,209.89
2017-10-06	Late 1 --- 618 Garden Rose Rent \$61.00	61.00	3,270.89
2017-10-06	Interest on balance 9/30 --- 618 Garden Rose Rent \$29.10	29.10	3,299.99
2017-10-11	Late 2 --- 618 Garden Rose Rent \$61.00	61.00	3,360.99

AMOUNT DUE

\$3,360.99

Phone #

(864) 458-8521

E-mail

rick@equinox-llc.com

FW: MOLD GROWING UNDER AND AROUND THE TOILET AND IN...

Subject: FW: MOLD GROWING UNDER AND AROUND THE TOILET AND IN THE FLOOR
From: Rick1 <Rick1@dreskin.net>
Date: 10/12/2017 9:50 AM
To: Courtney Epps <courtney@otbtax.com>

From: Rick1
Sent: Thursday, October 12, 2017 9:36 AM
To: 'Courtney Epps' <courtney@otbtax.com>
Subject: RE: MOLD GROWING UNDER AND AROUND THE TOILET AND IN THE FLOOR

From the tenor of your email, I judge that you have no intent to cure your default.

Here is a statement of your account adjusted for the changes in the recent lease extension.

From: Courtney Epps [<mailto:courtney@otbtax.com>]
Sent: Wednesday, October 11, 2017 10:20 PM
To: Rick1 <Rick1@dreskin.net>
Subject: Re: MOLD GROWING UNDER AND AROUND THE TOILET AND IN THE FLOOR

Rick, I have given you all the detail that you need. I am too busy catching up from the last 4 1/2 weeks of being in the bed due to Mold Exposure that you have decided not to make sure was taken care of for the last 4 mths. I have given you 18947.99 in the last 8 months. Your numbers are wrong. When will there be a mold remediation company in this house to rip out this floor. I will have the air quality test back on Monday and will forward to you, but the floor is still at 100% humidity meaning there is massive amounts of mold growing under the floor. We are going to have to be reimbursed for a place to live until the remediation is taken care of. The fact that you have not responded to the medical issues that I have suffered shows that you could care less of the fact that you have allowed us to live in this home and do nothing about it even with my numerous warnings. A judge would seriously laugh you out of court right now at the fact that your records are so bad that you show I owe you so much money. Why would you have someone sign a new lease that owes you that must money? I will be making a claim with DHEC if a mediation crew is not here by next Wednesday against you. This is sheer negligence and is getting worse. I just want the house safe for us to live in and fixed. I should not have to do this. I pay you way too much for this house for me to have to deal with these issues.

As for the 306 amount from the plumber, I do not owe that as we don't use grease or clorox. Have a great night.

FYI You may want to invest in QB. Your accounting system is not working for you at all.

Courtney Epps

On 10/11/2017 9:46 PM, Rick1 wrote:

In the statement attached, go to each item you have been charged. If I have not recorded a payment against that specific charge, send proof of payment. For checks send an image of the cleared check. For SurePay or

EXHIBIT #10

Exhibit Retained By Counsel

Subject: RE: Fwd: Fw: Seeml Ref# 171012049- C. Epps
From: Rick1 <Rick1@dreskin.net>
Date: 10/18/2017 6:12 AM
To: Courtney Epps <courtney@otbtax.com>

Lease Section 8 i and last paragraph of Section 8.



From: Courtney Epps [mailto:courtney@otbtax.com]
Sent: Tuesday, October 17, 2017 6:03 PM
To: Rick1 <Rick1@dreskin.net>
Subject: Fwd: Fwd: Fw: Seeml Ref# 171012049- C. Epps

We are moving to a hotel. Let me know when someone will be coming to fix this issue. I will be deducting the hotel bill, my medical bills, and the payment for this test off of your rent among other things. My sickness and issues that I have had for the last 5 1/2 weeks have been directly related to your negligence and this now proves that. You will be receiving another letter from my attorney in response to your email.

----- Forwarded Message -----

Subject: Fwd: Fw: Seeml Ref# 171012049- C. Epps
Date: Tue, 17 Oct 2017 09:56:23 -0400
From: Brandon Epps <jbrandonepps7@gmail.com>
To: courtney@otbtax.com

----- Forwarded message -----

From: "Brent Horton" <moldandair@live.com>
Date: Oct 17, 2017 9:22 AM
Subject: Fw: Seeml Ref# 171012049- C. Epps
To: "jbrandonepps7@gmail.com" <jbrandonepps7@gmail.com>
Cc:

This is the lab reports. I am trying to get your assessment report completed. It may be this afternoon before I can have it completed.

Brent

Brent Horton
Mold and Air Inspections

864-266-2680
298 Ferndale Drive,
Boiling Springs, SC

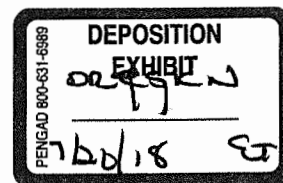
29316

Servicing SC, Western NC, and Eastern TN

WEBSITE: WWW.MoldandAir.com
inspections.business.site/

<http://mold-and-air->

Click [HERE](#) for Perfect Fit Filters



-0708-

3/17/2018 10:09 PM



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
855-600-6653 | Office@mitmold.com

Client Name: Courtney Epps
Inspector: Greenville - Brent Horton
Location Address: 618 Garden Rose Ct., Greer South Carolina 29651
Inspection Date: 10/11/2017
Time of Inspection: 9:00 AM



Outside Temperature: 81
Outside Humidity: 65
Outside Conditions: clear

Indoor Temperature: 72
Indoor Humidity: 51%

Basic Mold Inspection Details:

A basic mold inspection by an MI&T inspector includes a full visual assessment of a property's readily accessible areas with use of specific tools of our trade in order to identify any possible "red flags" that could be causing a mold growth problem. It also includes the collection of 2 air samples. The first must be taken from outside and serves as a "control," every home or business has "normal" levels of mold and this will determine what is acceptable for a property in your area. It also shows that all the equipment/supplies used were working properly and makes our results legally binding. The other air sample is taken from the area inside the home or business that the inspector and client agree is the area of greatest concern. These 2 air samples will determine whether or not elevated conditions exist at the property in question.

Advanced Mold Testing:

For those that wish to confirm the source of a mold problem and receive specific instructions for remediation, additional mold testing is necessary. We offer surface samples via tape lift/swabs and in-wall cavity air samples to accomplish this task. When an inspector finds something specific that they believe is compromising the indoor air quality of a property, he will suggest one of the above samples mentioned. If the problem shown by the general air sample is the same seen at the localized testing location, we can not only confirm that is the source of a problem, but also offer exactly what you need to do in order to fix it. If the problem area is large enough, multiple samples may be suggested to establish precisely what has been contaminated. Additional general air samples are also beneficial to determine how far an air quality problem has spread.

Mold Remediation Overview



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
855-600-6653 | Office@mitmold.com

To whom it may concern,

Based on the findings of the visual inspection and lab results of samples collected during the inspection, it is our professional opinion that elevated mold conditions do exist at the property.

Elevated Mold Conditions Exist: YES

Professional Mold Remediation Recommended: YES

CHOOSING A MOLD REMEDIATION COMPANY:

It is important to understand there is a difference between a general remodel and a mold remediation. Later in this document we will lay out recommended remediation steps. This protocol should be carried out by a restoration company/technician with both education and experience dealing with mold. While some general contractors are prepared to complete a mold remediation properly, the majority are not equipped to carry out all the recommend steps unless restoration is a focus of the business. Failure to complete all of the steps may result in lingering indoor air quality problems or even worse, the mold problem returning entirely.

Many of our clients turn to us for a recommendation on what company to use for the mold removal. In an effort to stay separate from the restoration process and help our clients with this process, we have compiled a list of reputable companies in your area. MI&T is not affiliated with these companies. If you have a negative experience with one of them please inform us and we will re-evaluate their placement.

Requirements to be listed: IICRC Certified, Properly Licensed, Insured,
No Unclosed BBB Complaints, Positive Online Reputation.



**Click Here to Forward Mold Inspection Report
and Request Quote**



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
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Client Name: Courtney Epps
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Basic Mold Inspection Report



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
855-600-6653 | Office@mitmold.com

of air samples taken: 2

of surface samples taken: 1

Recommended Samples NOT Submitted: none

Areas of Concern: Man cave in the basement and the powder room on the main floor
High moisture level in the flooring materials which leaked into the man cave below.

General Observations

Observation	Yes	No
Musty Smell or Odor	✓	
Water Damage	✓	
Excess Humidity		✓
Excess Moisture	✓	
Visual Growth	✓	
Roof Leak		✓
HVAC Problem		✓
Plumbing Issue	✓	
Health Complications	✓	
Localized Problem		✓
Widespread Problem	✓	
Control Sample Taken	✓	

Additional Notes: Area of concern was the main floor powder room near the foyer and the man cave in the basement and storage room. I was told the GC contractor pulled out moldy sheetrock from the basement and restored the sheet rock. Elevated spore count inside the man cave

Mold Sample Details



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
855-600-6653 | Office@mitmold.com

Sample ID: Powder Room Upstairs

Type of Sample: Surface Sample

Area Tested:

Picture of Sample Medium:

Picture of Sample Collection:



<i>Sample Details</i>	<i>YES</i>	<i>NO</i>
Air Sample		✓
Surface Sample	✓	
Control Sample		✓
General Air Sample		✓
In-Wall Cavity Sample		✓
Swab		✓
Tape Lift		✓

Basic Mold Inspection Report

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of air samples taken: 2

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General Observations

Observation	Yes	No
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Water Damage	✓	
Excess Humidity		✓
Excess Moisture	✓	
Visual Growth	✓	
Roof Leak		✓
HVAC Problem		✓
Plumbing Issue	✓	
Health Complications	✓	
Localized Problem		✓
Widespread Problem	✓	
Control Sample Taken	✓	

Additional Notes: Area of concern was the main floor powder room near the foyer and the man cave in the basement and storage room. I was told the GC contractor pulled out moldy sheetrock from the basement and restored the sheet rock. Elevated spore count inside the man cave

Mold Sample Details



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
855-600-6653 | Office@mitmold.com

Sample ID: Man Cave - Basement

Type of Sample: Air Sample

Area Tested: Outside

Picture of Sample Medium:



Picture of Sample Collection:



Sample Details	YES	NO
Air Sample	✓	
Surface Sample		✓
Control Sample	✓	
General Air Sample		✓
In-Wall Cavity Sample		✓
Swab		✓
Tape Lift		✓

Mold Sample Details



Mold Inspection & Testing | MI&T
Nationwide Unbiased Mold Testing
Website: <http://mitmold.com>
855-600-6653 | Office@mitmold.com

Sample ID: Powder Room Upstairs

Type of Sample: Surface Sample

Area Tested:

Picture of Sample Medium:

Picture of Sample Collection:



Sample Details	YES	NO
Air Sample		✓
Surface Sample	✓	
Control Sample		✓
General Air Sample		✓
In-Wall Cavity Sample		✓
Swab		✓
Tape Lift		✓

Mold Remediation Recommendations

Mold Inspection & Testing | MI&T
 Nationwide Unbiased Mold Testing
 Website: <http://mitmold.com>
 855-600-6653 | Office@mitmold.com

If your advanced mold testing report came back showing elevated levels of mold, it should have a supplementary test(s) confirming the source of a problem. This report should have detailed findings for each additional sample taken. When a test indicates a problem, we identify which remediation steps must be performed at that area. Below you will find a more detailed explanation of each of those steps. If professional mold remediation is recommended, this work should be carried out by a mold removal professional that is trained and has the equipment necessary to complete each task as instructed. Please do not attempt to handle this work on your own. Doing so puts your health and the health of other occupants of the property at risk.

Professional Mold Remediation Recommended: YES

Source of Mold Growth: Possibly the plumbing or roof

REMEDICATION STEPS	YES	NO	N/A
Vacate Premises (Problem Spread Throughout)		✓	
Area Containment (Problem Localized)	✓		
Personal Protective Equipment	✓		
Negative Pressure Used	✓		
HEPA Vacuum	✓		
Apply Biocide/Wipe-down	✓		
Removing Contaminated Material	✓		
Salvaged/Restored (If applicable to item tested)			✓
Final Cleaning	✓		
Air Scrubber	✓		
HVAC System Cleaning	✓		
Post Remediation Inspection	✓		
Containment During Reconstruction	✓		

Description of Work Area If Necessary: Based on mold test results it appears that area in question does in fact have a mold problem that requires contracting a restoration company for professional remediation. The following work should be carried out:

Create containment, use negative pressure, remove all contaminated drywall/insulation 12" past any visible mold. Clean and treat structural components and wipe down all vertical/horizontal surfaces with anti-microbial, HEPA vac and run air scrubbers for 48-72 hours throughout work. MI&T recommends clearance testing before rebuild process begins to ensure work has been completed properly.

It is imperative that any source of water intrusion be addressed to ensure mold growth does not return.



#1: Vacating the Premises

- Vacating people from the adjacent spaces is usually only necessary for a large/widespread problem but is also recommended for individuals with reduced immune systems, elderly, infants, recent surgery patients, people with chronic inflammatory lung disease or individuals with respiratory health concerns.

#2: Personal Protective Equipment (PPE)

- Full-face respirators are to be worn.
- Gloves are to be worn to remove all infected building materials.
- Disposable Tyvek coveralls covering both the head and shoes shall be worn.

#3: Containment of Each of the Contaminated Area

- Complete isolation of the work area using plastic (6 mil poly) sheeting sealed with tape.
- If a containment area blocks the only entrance, vacating the property is usually recommended during remediation.
- If the problem is widespread and the entire property needs remediation, no containment is necessary.
- This area should be large enough to house any contaminated materials
- Sealing with plastic sheeting (6 mil poly) all ventilation, ducts/grills, fixtures and other openings.

#4: Negative Pressure Used

- Use an exhaust fan with a HEPA filter to generate negative pressurization (ventilating to the outdoors). Use the appropriate sized unit for the space. The air exchange rate must be six times per hour.

#5: HEPA Vacuum

- Any area that is in the same area of contaminated materials should be HEPA vacuumed, starting at highest point and working down to the floor.
- Any area that is contained should be completely HEPA-Vaced.
- This should be done before AND after removing contaminated materials.
- If the entire property is contaminated, the entire property needs to be HEPA-Vaced.

#6: Applying Biocide

- Apply biocide to visible fungal growth prior to removal of material. Wait thirty minutes before removing the material. This provides sufficient time for the biocide to disinfect the material and reduces the dust generated because the material is wetted.
- This should be done before AND after removing contaminated materials

#7: Removal and Discarding of Contaminated Materials

- Remove infected drywall, insulation and building material least twelve inches past any visual mold.
- All debris should be double bagged in 3 mil contractor bags twisted, goose necked and sealed with duct tape.
- The sealed bags are to be wiped clean with the appropriate disinfectant in the containment before transport to the disposal area.

- There are no special requirements for the disposal of moldy material. Moldy materials that are bagged can be disposed of with other general waste.
- All contaminated materials should be wrapped in plastic and sealed with tape before being taken out of the containment area through the unaffected areas for disposal.
- Sometimes building material, furniture, flooring, etc can not be evaluated until it has been jarred from its location. For cases like this, the mold remediation company hired should be trusted to give an honest evaluation.

#8: Restoring a Damaged Item

- If an item such as kitchen cabinets, clothing, furniture, etc were damaged you should have a yes/no answer to whether or not your item can be restored
- How this needs to be done is dependent upon the item in question. Wood may require sanding, clothes a simple rinse in the wash, etc.
- Some items like cabinets may appear to be salvaged, but after they are removed the damage is worse than our inspector anticipated. Trust the mold professional you hire for advice on whether or not something can be restored.

#9: Final Cleaning

- After the contaminated material has been removed, the contained area is to be HEPA vacuumed again.
- If any visual mold is seen on studs HEPA sand affected area.
- In the event that an item cannot be restored it must be replaced, even if it is building material.
- The contained area is to be wiped down with a biocide and/or detergent solution.
- The contained area is to be HEPA vacuumed again.

#10: Air Scrubber(s)

- Multiple air scrubbers should be used for properties with a widespread problem and no containment area. How many should be a decision trusted in the hands of the mold remediation company hired.
- An Air Scrubber should be placed in each containment area for 48-72 hours.

#11 Air Duct Cleaning

- Every mold remediation should be completed with a thorough cleaning of the HVAC system and air ducts.
- Sanitize/Disinfect air handler coils.
- Sanitize/Disinfect all duct work

#12: Final Inspections

- Prior to containment removal and re-occupancy of the space a certified mold inspector should do a visual inspection and air sampling. Air sample should be taken both within the containment and in an adjacent area to insure spores have not spread to other areas.
- After passing post remediation testing you may choose to apply a sealant around studs.
- Containment removal and re-occupancy shall occur when space passes appropriate verification testing.

#13: Containment Used During Reconstruction

- After the work area has passed clearance testing, the enclosure can be used to contain the dusts generated by sheetrock sanding and taping activities. This is done to reduce the clean up when reconstruction is complete.



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Attached are the lab results from independent AIHA accredited microbiology laboratory. If you have any questions about this report, the lab results, or anything else, please feel free to give us a call at the number listed below.

Greenville - Brent Horton
MI&T-Mold Inspection & Testing
www.MitMold.com
855-600-6653



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Moisture meter max reading is 32% + Mold begins growth at 17%



MR at 32% +



In front of vanity MR at 32% +



SEEML Reference Number:
171012049

Southeast Environmental Microbiology Laboratories

506 Laurens Rd
Greenville, SC 29607
Phone: (864) 233-3770
FAX: (864) 233-6589

The information and data for **Environmental Testing Group/ MIT** has been checked for thoroughness and accuracy. The following reports are contained within this document:

☒ Surface/Bulk Report
☒ Spore Trap Report

☐ Andersen Fungal Report
☐ Quantitative Fungal Report

Lab Manager Review:

Rafael Berrios

Date: 10/13/17

Thank you for using SEEML laboratories. We strive to provide superior quality and service. SEEML laboratories are accredited through AIHA-LAP, LLC (EMLAP # 173667) for the analysis of Spore Traps and Surface/Bulk Samples.

The data within this report is reliable to three significant figures. The third significant figure is technically unjustified. In this instance, the third figure is reported as an estimate to facilitate the interpretation by the customer.

Confidentiality Notice:

The document(s) contained herein are confidential and privileged information, intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the document(s) is strictly prohibited. If you have received this document in error, please immediately notify us by telephone to arrange for its return. Thank you.

Guidelines for Interpretation:

No accepted quantitative regulatory standards currently exist by which to assess the health risks related to mold and bacterial exposure. Molds and bacteria have been associated with a variety of health effects and sensitivity varies from person to person.

Several organizations, including: the American Conference of Government Industrial Hygienists (ACGIH); the American Industrial Hygiene Association (AIHA); the Indoor Air Quality Association (IAQA); the United States Environmental Protection Agency (USEPA); the Centers for Disease Control (CDC), as well as the California Department of Health Services (CADHS), have all published guidelines for assessment and interpretation of mold resulting from water intrusion in buildings.

Interpretation of the data and information within this document is left to the company, consultant, and/or persons who conducted the fieldwork.

Spore Trap Report

ELECTRONICALLY FILED - 2019 Oct 16 8:33 AM - SPARTANBURG - COMMON PLEAS - CASE#2017CP4204476

Attn: Environmental Testing Group	Date Sampled: 10/11/17
DBA / Mold Inspection Testing	Date Received: 10/12/17
650 W. Grand Ave, Suite 302	Date Analyzed: 10/12/17
Elmhurst, IL 60126	Date Reported: 10/13/17
	Date Revised:
	Project Name: Courtney Epps
	Project Address: 618 Garden Rose Cr
	Project City, State, ZIP: Greer, SC
	SEEML Reference #: 171012049

TEST METHOD: DIRECT MICROSCOPY EXAMINATION AT 400X (100% OF TRACE ANALYZED) SEEML SOP 7

Client Sample ID	2			3			
Location	Man Cave			Outside			
Lab Sample ID	171012049-161			171012049-162			
Detection Limit (spores/m ³)	40			40			
Hyphal Fragments				2	80		
Pollen							
Spore Trap Used	M5			M5			
	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%	
Alternaria							
Ascospores	58	2320	2	1	40	25	
Basidiospores	2112	84500	90	1	40	25	
Bipolaris/Drechslera	2	80	<1				
Chaetomium							
Cladosporium	150	6000	6	1	40	25	
Curvularia	4	160	<1	1	40	25	
Epicoccum	1	40	<1				
Cercospora	8	320	<1				
Fusarium							
Memnoniella							
Nigrospora							
Penicillium/Aspergillus							
Polythrincium							
Rusts							
Smuts/Periconia/Myxomy	5	200	<1				
Spegazzinia							
Stachybotrys							
Stemphylium							
Tetraploa							
Torula							
Ulocladium							
Colorless/Other Brown							
Oidium							
Zygomycetes	5	200	<1				
Pithomyces	1	40	<1				
Background debris (1-5)	2			3			
Sample Volume(liters)	25			25			
TOTAL SPORES/M³	2346	93900		4	160		

Comments: Condition of the sample(s) upon receipt: Acceptable.

1=Total % may not equal 100 due to rounding.

2 = Colorless, other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.

3 = Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2= Light, 3 = Medium, 4 = Heavy,

5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be

interpreted as minimal counts and may actually be higher than reported.

The reporting limit is 1 Spore/sample.

Disclaimer: This report relates only to the samples tested

Respectfully submitted, SEEML

Rafael Berrios

Rafael Berrios, Approved Laboratory Signatory

506 Laurens Road

Greenville, SC 29607

Phone: (864) 233- 3770

Fax: (864) 233-6589

AIHA-LAP, LLC EMLAP # 173667

Surface and Bulk Sample Report

Date Sampled: 10/11/17	
Attn: Environmental Testing Group	Date Received: 10/12/17
DBA / Mold Inspection Testing	Date Analyzed: 10/12/17
650 W. Grand Ave, Suite 302	Date Reported: 10/13/17
Elmhurst, IL 60126	Date Revised:
Project Name: Courtney Epps	
Project Address: 618 Garden Rose Cr	
Project City, State ZIP: Greer, SC	
SEEML Reference #: 171012049	

TEST METHOD: Direct Microscopic Examination (SEEML SOP 18)

Client Sample ID	1			
Location	Floor			
SEEML Sample ID	171012049-160			
Sample Type	Swab			
	Quantification*			
Hyphal Fragments	Scattered			
Pollen				
General Impressions **	NFG			
Fungal Spore:				
Alternaria				
Acremonium				
Ascospores	Scattered Spores			
Basidiospores	Scattered Spores			
Bipolaris/Drechslera				
Cercospora				
Chaetomium				
Cladosporium				
Curvularia				
Epicoccum				
Fusarium				
Geotrichum sp.				
Memnoniella				
Myxomycetes				
Nigrospora				
Penicillium/Aspergillus				
Pithomyces				
Rusts/Smuts				
Stachybotrys				
Torula				
Ulocladium				

** General Impressions: NFG = No Fungal Growth, FG = Fungal Growth, MFG = Minimal Fungal Growth Or Growth in vicinity

Quantification of fungal growth is done by semi-quantitative grading using the following ranges:

Scattered Spores, 1-20 fungal spores

VL = 21-100 fungal spores

L = 101-1,000 fungal spores

M = 1,001-10,000 fungal spores

H = >10,000 fungal spores

ND = No Fungal Spores Detected

Disclaimer: This report relates only to the samples tested

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Form 46.0 Rev 4 08/04/17
Page 3 of 13

Fungal Descriptions

Alternaria sp.

Aw - 0.89. Conidia dimensions: 18-83 x 7-18 microns. A very common allergen with an IgE mediated response. It is often found in carpets, textiles and on horizontal surfaces in building interiors. Often found on window frames. Outdoors it may be isolated from samples of soil, seeds and plants. It is commonly found in outdoor samples. The large spore size, 20 - 200 microns in length and 7 - 18 microns in sizes, suggests that the spores from these fungi will be deposited in the nose, mouth and upper respiratory tract. It may be related to bakers' asthma. It has been associated with hypersensitivity pneumonitis. The species *Alternaria alternata* is capable of producing tenuazonic acid and other toxic metabolites that may be associated with disease in humans or animals. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchospasms; chronic cases may develop pulmonary emphysema.

Ascospore

A spore borne in a special cell called an ascus. Spores of this type are reported to be allergenic. All ascomycetes, members of a group of fungi called Ascomycotina, have this type of spore. The minute black dots on rotting wood and leaves or the little cups on lichens are examples of ascomycetes; another is the "truffle" mushroom.

Aspergillus/Penicillium

These are two of the most commonly found allergenic fungi in problem buildings. *Aspergillus* comes in many varieties (species). Many of the varieties produce toxic substances. It may be associated with symptoms such as sinusitis, allergic bronchiopulmonary aspergillosis, and other allergic symptoms. *Penicillium* is a variety of mold that is very common indoors and is found in increased numbers in problem buildings. It also has many varieties, some of which produce toxic substances. The symptoms are allergic reactions, mucous membrane irritation, headaches, vomiting, and diarrhea. Because the spores of *Aspergillus* and *Penicillium* are very similar, they are not differentiated by microscopic analysis and are reported together.

Aspergillus sp.

Aw 0.75 - 0.82. Reported to be allergenic. Members of this genus are reported to cause ear infections. Many species produce mycotoxins that may be associated with disease in humans and other animals. Toxin production is dependent on the species or a strain within a species and on the food source for the fungus. Some of these toxins have been found to be carcinogenic in animal species. Several toxins are considered potential human carcinogens. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchospasms; chronic cases may develop pulmonary emphysema; may also be associated with sinusitis, allergic bronchiopulmonary aspergillosis, and other allergic symptoms.

Basidiospore

Spore from basidiomycetes. Many varieties are reported to be allergenic.

Bipolaris sp.

A fungus with large spores that could be expected to be deposited in the upper respiratory tract. This fungus can produce the mycotoxin - sterigmatocystin, which has been shown to produce liver and kidney damage when ingested by laboratory animals.

Botrytis sp.

Aw 0.93. Conidia dimensions: 7-14 x 5-9 microns. It is parasitic on plants and soft fruits. Found in soil and on house plants and vegetables, it is also known as "gray mold". It causes leaf rot on grapes, strawberries, lettuce, etc. It is a well-known allergen, producing asthma type symptoms in greenhouse workers and "wine grower's lung".

Cercaspora

Common outdoors in agricultural areas, especially during harvest. Parasite of higher plants, causing leaf spot. Commonly found as parasites on higher plants.

Chaetomium sp.

large ascomycetous fungus producing perithecia. It is found on a variety of substrates containing cellulose, including paper and plant compost. It has been found on paper in sheetrock. It can produce an *Acremonium*-like state on fungal media. Varieties are considered allergenic and have been associated with peritonitis, cutaneous lesions, and system mycosis.

Cladosporium sp.

Aw 0.88; Aw 0.84. Most commonly identified outdoor fungus. The outdoor numbers are reduced in the winter. The numbers are often high in the summer. Often found indoors in numbers less than outdoor numbers. It is a common allergen. Indoor *Cladosporium* sp. may be different than the species identified outdoors. It is commonly found on the surface of fiberglass duct liners in the interior of supply ducts. A wide variety of plants are food sources for this fungus. It is found on dead plants, woody plants, food, straw, soil, paint, and textiles. Produces greater than 10 antigens. Antigens in commercial extracts are of variable quality and may degrade within weeks of preparation. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include skin lesions, eye ulceration, mycosis (including onychomycosis, an infection of the nails of the feet or hands) edema and bronchospasms; chronic cases may develop pulmonary emphysema.

Curvularia sp.

Reported to be allergenic and has been associated with allergic fungal sinusitis. It may cause corneal infections, mycetoma, and infections in immune compromised hosts.

Dreschlera sp.

Conidia dimensions: 40-120 x 17-28 microns. Found on grasses, grains and decaying food. It can occasionally cause a corneal infection of the eye.

Epicoccum sp.

Conidia dimensions: 15-25 microns. A common allergen. It is found in plants, soil, grains, textiles and paper products.

Fusarium sp.

Aw 0.90. A common soil fungus. It is found on a wide range of plants. It is often found in humidifiers. Several species in this genus can produce potent trichothecene toxins. The trichothecene (scirpene) toxin targets the following systems: circulatory, alimentary, skin, and nervous. Produces vomitoxin on grains during unusually damp growing conditions. Symptoms may occur either through ingestion of contaminated grains or possibly inhalation of spores. The genera can produce hemorrhagic syndrome in humans (alimentary toxic aleukia). This is characterized by nausea, vomiting, diarrhea, dermatitis, and extensive internal bleeding. Reported to be allergenic. Frequently involved in eye, skin, and nail infections.

Myxomycetes

Members of a group of fungi that is included in the category of "slime molds". They're occasionally found indoors, but mainly reside in forested regions on decaying logs, stumps, and dead leaves. Myxomycetes display characteristics of fungi *and* protozoans. In favorable (wet) conditions they exhibit motile, amoeba-like cells, usually bounded only by a plasma membrane, that are variable in size and form. During dry spells, they form a resting body (sclerotium) with dry, airborne spores. These fungi are not known to produce toxins, but can cause hay fever and asthma.

Memnoniella

Contaminant, found most often with Stachybotrys on wet cellulose. Forms in chains, but it are very similar to Stachybotrys and sometimes is considered to be in the Stachybotrys family. Certain species do produce toxins very similar to the ones produced by Stachybotrys chartarum and many consider the IAQ importance of Memnoniella to be on par with Stachybotrys. Allergenic and infectious properties are not well studied.

Nigrospora sp.

Commonly found in warm climates, this mold may be responsible for allergic reactions such as hay fever and asthma. It is found on decaying plant material and in the soil. It is not often found indoors.

Oidium sp.

The asexual phase of *Erysiphe* sp. It is a plant pathogen causing powdery mildews. It is very common on the leaves stems, and flowers of plants. The health effects and allergenicity have not been studied. It does not grow on non-living surfaces such as wood or drywall.

Penicillium sp.

Aw 0.78 - 0.88. A wide number of organisms have been placed in this genus. Identification to species is difficult. Often found in aerosol samples. Commonly found in soil, food, cellulose and grains. It is also found in paint and compost piles. It may cause hypersensitivity pneumonitis, allergic alveolitis in susceptible individuals. It is reported to be allergenic (skin). It is commonly found in carpet, wallpaper, and in interior fiberglass duct insulation. Some species can produce mycotoxins. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchospasms; chronic cases may develop pulmonary emphysema. It may also cause headaches, vomiting, and diarrhea.

Periconia sp.

found in soil, blackened and dead herbaceous stems leaf spots, grasses, rushes, and sedges. Almost always associated with other fungi. Rarely found growing indoors. Reportedly associated with a rare case of mycotic keratitis.

Pithomyces sp.

A common mold found on dead leaves, plants, soil and especially grasses. Causes facial eczema in ruminants. It exhibits distinctive multi-celled brown conidia. It is not known to be a human allergen or pathogen. It is rarely found indoors, although it can grow on paper.

Polythrincium sp.

Polythrincium species comprise a very small proportion of the fungal biota. This genus is somewhat related to Ramularia. No information is available regarding health effects, or toxicity. Allergenicity has not been studied. Our laboratory has never seen this organism growing on environmental surfaces. May be identified in air on spore trap samples (spores have distinctive morphology). Also, spores may be seen in dust as part of the normal influx of outdoor microbial particles. Natural habitat is on leaves.

Rusts/Smuts

These fungi are associated with plant diseases. In the classification scheme of the fungi, the smuts have much in common with the rusts, and they are frequently discussed together. Both groups produce wind-borne, resistant teliospores that serve as the basis for their classification and their means of spread. Rusts usually attack vegetative regions (i.e., leaves and stems) of plants; smuts usually are associated with the reproductive structures (seeds). They can cause hay fever and asthma.

Spegazzinia

Spegazzinia species comprise a very small proportion of the fungal biota. This genus is somewhat related to other lobed or ornamented genera such as Candelabrum. No information is available regarding health effects or toxicity. Allergenicity has not been studied. Usually identified on spore trap samples where it is seen every few weeks. (Spores have very distinctive morphology.) May also be found in air by culturable (Andersen) samples if a long enough incubation period is provided so that sporulation occurs. Our laboratory has never found this organism growing on indoor environmental surfaces. Natural habitat includes soil and many kinds of trees and plants.

Stachybotrys sp.

Aw - 0.94 , optimum Aw ->0.98. Several strains of this fungus (*S. atra*, *S. chartarum* and *S. alternans* are synonymous) may produce a trichothecene mycotoxin- Satratoxin H - which is poisonous by inhalation. The toxins are present on the fungal spores. This is a slow growing fungus on media. It does not compete well with other rapidly growing fungi. The dark colored fungus grows on building material with high cellulose content and low nitrogen content. Areas with a relative humidity above 55%, and are subject to temperature fluctuations, are ideal for toxin production.

Individuals with chronic exposure to the toxin produced by this fungus reported cold and flu symptoms, sore throats, diarrhea, headaches, fatigue, dermatitis, intermittent local hair loss and generalized malaise. Other symptoms include coughs, rhinitis, nosebleed, a burning sensation in the nasal passages, throat, and lungs, and fever. The toxins produced by this fungus will suppress the immune system affecting the lymphoid tissue and the bone marrow. Animals injected with the toxin from this fungus exhibited the following symptoms: necrosis and hemorrhage within the brain, thymus, spleen, intestine, lung, heart, lymph node, liver, and kidney. Affects by absorption of the toxin in the human lung are known as pneumomycosis.

This organism is rarely found in outdoor samples. It is usually difficult to find in indoor air samples unless it is physically disturbed (or possibly -this is speculation- a drop in the relative humidity). The spores are in a gelatinous mass. Appropriate media for the growth of this organism will have high cellulose content and low nitrogen content. The spores will die readily after release. The dead spores are still allergenic and toxicogenic. Percutaneous absorption has caused mild symptoms.

Stemphylium sp.

Reported to be allergenic. Isolated from dead plants and cellulose materials.

Taeniolella sp.

contaminant primarily grows on wood. It was isolated from human cutaneous and subcutaneous lesions.

Torula sp.

Found outdoors in air, soil, on dead vegetation, wood, and grasses. Also found indoors on cellulose materials. Reported to be allergenic and may cause hay fever and asthma.

Tetraploa

Tetraploa species comprise a very small proportion of the fungal biota. This genus is somewhat related to Triposporium and Diplocladiella. The only reported human infections are two cases of keratitis (1970, 1980) and one case of subcutaneous infection of the knee (1990). No information is available regarding other health effects or toxicity. Allergenicity has not been studied. Usually identified on spore trap samples where it is seen every few weeks. (Spores have very distinctive morphology.) Our laboratory has never found this organism growing on indoor environmental surfaces. Natural habitat includes leaf bases and stems just above the soil on many kinds of plants and trees.

Ulocladium sp.

Aw 0.89. Isolated from dead plants and cellulose materials. Found on textiles.

Zygomycetes

Zygomycetes are one of the four major groups of fungi, the others being the Oomycetes, the Ascomycetes, and the Basidiomycetes. Zygomycetes are common, fast growing, and often overgrow and/or inhibit other fungi nearby. Rhizopus and Mucor are two of the most common Zygomycetes seen in the indoor environment. However, others are seen as well, including Syncephalastrum, Circinella, Mortierella, Mycotypha, Cunninghamella, and Choanephora. For further information, please see descriptions of these individual genera.

The following table lists mycotoxins that are produced by certain types of fungi:

Fungi	Mycotoxin
Acremonium crocinigenum	Crocin
Aspergillus favus	Alfatoxin B, cyclopiazonic acid
Aspergillus fumigatus	Fumagilin, gliotoxin
Aspergillus carneus	Citrinin
Aspergillus clavatus	Cytochalasin, patulin
Aspergillus Parasiticus	Alfatoxin B
Aspergillus nomius	Alfatoxin B
Aspergillus niger	Ochratoxin A, malformin, oxalic acid
Acremonium crocinigenum	Crocin
Aspergillus nidulans	Sterigmatocystin
Aspergillus ochraceus	Ochratoxin A, penicillic acid
Aspergillus versicolor	Sterigmatocystin, 5 ethoxysterigmatocystin
Aspergillus ustus	Ausdiol, austamide, austocystin, brevianamide
Aspergillus terreus	Citreoviridin
Alternaria	Alternariol, altertoxin, altenuene, altenusin, tenuazonic acid
Arthrinium	Nitropropionic acid
Bioploaris	Cytochalasin, sporidesmin, sterigmatocystin
Chaetomium	Chaetoglobosin A,B,C. Sterigmatocystin
Cladosporium	Cladosporic acid
Clavipes purpurea	Ergotism
Cylindrocorpon	Trichothecene
Diplodia	Diplodiatoxin
Fusarium	Trichothecene, zearalenone
Fusarium moniliforme	Fumonisin
Emericella nidulans	Sterigmatocystin
Gliocladium	Gliotoxin
Memnoniella	Griseofulvin, dechlorogriseofulvin, epidechlorogriseofulvin, trichodermin, trichodermol
Myrothecium	Trichothecene
Paecilomyces	Patulin, viriditoxin
Penicillium aurantiocandidum	Penicillic acid
Penicillium aurantiogriseum	Penicillic acid
Penicillium brasilanum	Penicillic acid
Penicillium brevicompactum	Mycophenolic acid
Penicillium camemberti	Cyclopiazonic acid
Penicillium carneum	Mycophenolic acid, Roquefortine C
Penicillium crateriforme	Rubratoxin

Penicillium citrinum	Citrinin
Penicillium commune	Cyclopiazonic acid
Penicillium crustosum	Roquefortine C
Penicillium chrysogenum	Roquefortine C
Penicillium discolor	Chaetoglobosin C
Penicillium expansum	Citrinin, Roquefortine C
Penicillium griseofulvum	Roquefortine C, cyclopiazonic acid, griseofulvin
Penicillium hirsutum	Roquefortine C
Penicillium hordei	Roquefortine C
Penicillium nordicum	Ochratoxin A
Penicillium paneum	Roquefortine C
Penicillium palitans	Cyclopiazonic acid
Penicillium polonicum	Penicillic acid
Penicillium roqueforti	Roquefortine C, Mycophenolic acid
Penicillium veridicatum	Penicillic acid
Penicillium verrucosum	Citrinin, ochratoxin A
Penicillium/ Aspergillus	Patulin
Penicillium/ Aspergillus/Alternaria	Glitoxin
Phomopsis	Macrocyclic trichothecenes
Phoma	Brefeldin, cytochalasin, secalonic acid, tenuazonic acid
Pithomyces	Sporidesmin
Rhizoctonia	Slaframine
Rhizopus	Rhizonin
Sclerotinia	Furanocoumarins
Stachybotrys chartarum	Iso-satratoxin F, roridin E, L-2, satratoxin G & H, trichodermin, trichodermol, trichothecene
Torula	Cytotoxins
Trichoderma	Trichodermin, trichodermol, gliotoxin
Trichothecium	Trichothecene
Wallemia	Walleminol
Zygosporium	Cytochalasin

General terms

Allergen

An allergen is a substance that elicits an IgE antibody response and is responsible for producing allergic reactions. Chemicals are released when IgE on certain cells come into contact with an allergen. These chemicals can cause injury to surrounding tissue - the visible signs of an allergy. Only a few fungal allergens have been characterized but all fungi are thought to be potentially allergenic. Fungal allergens are proteins found in either the mycelium or spores

"Black mold"

The poorly defined term? Black mold? Or? Toxic black mold? Has usually been associated with the mold *Stachybotrys chartarum*. While there are only a few molds that are truly black, there are many that can appear black. Not all molds that appear to be black are *Stachybotrys*.

Fungi

Fungi are neither animals nor plants and are classified in a kingdom of their own? The Kingdom of Fungi. Fungi include a very large group of organisms, including molds, yeasts, mushrooms and puffballs. There are >100,000 accepted fungal species but current estimates range to 1.5 million species. Mycologists (people who study fungi) have grouped fungi into four large groups according to their method of reproduction.

Hidden mold

This refers to visible mold growth on building structures that is not easily seen, including the areas above drop ceilings, within a wall cavity (the space between the inner and outer structure of a wall), inside air handlers, or within the ducting of a heating/ventilation system.

Microbial Volatile Organic Compounds (MVOCs)

Fungi produce chemicals as a result of their metabolism. Some of these chemicals, MVOCs, are responsible for the characteristic moldy, musty, or earthy smell of fungi, whether mushrooms or molds. Some MVOCs are considered offensive or annoying. Specific MVOCs are thought to be characteristic of wood rot and mold growth on building materials. The human nose is very sensitive to mold odors and sometimes more so than current analytical instruments.

Mold

Molds are a group of organisms that belong to the Kingdom of Fungi (see Fungi). Even though the terms mold and fungi had been commonly referred to interchangeably, all molds are fungi, but not all fungi are molds.

Mycotoxin

Mycotoxins are compounds produced by some fungi that are toxic to humans or animals. By convention, the term? Mycotoxin? Excludes mushroom toxins. Fungi that produce mycotoxins are called "toxigenic fungi.

Spore

General Term for a reproductive structure in fungi, bacteria and some plants. In fungi, the spore is the structure which may be used for dissemination and may be resistant to adverse environmental conditions.

Toxic mold

The term? Toxic mold" has no scientific meaning since the mold itself is not toxic. The metabolic byproducts of some molds may be toxic (see mycotoxin).

Hypha (plural, hyphae)

An individual fungal thread or filament of connected cells; the thread that represents the individual parts of the fungal body.



AdvantaClean of the Upstate
162A Kerns Avenue
Greenville, SC 29609

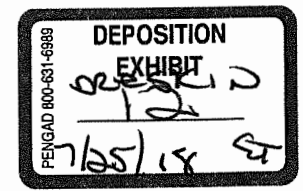
11/15/2017

Brandon Epps
618 Garden Rose Court
Greer, SC 29651

Summary: AdvantaClean was called to assess the cost of decontaminating the tenant's possessions (contents). The report from Brent Horton of Mold and Air Inspections had found high levels of Cladosporium. The mold had been reported by the tenant to be the source of his wife's medical problem and didn't want to have their belongings moved into their new home without being decontaminated. Mold allergies and adverse reactions to mold generally are due to the person breathing in the spores that are released from the fungal growth. The spores can act as an irritant, an allergic trigger, or sometimes actively grow and cause infections. As a remediator I am not qualified to determine the health effects of any specific type of mold on a specific person but inspect the property to determine if there is a mold concern and how to properly remediate. I am only commenting on why I was called to the property.

Site Assessment: I was on site on Friday afternoon 11th November 2017. I performed a walk through of the property to determine types and amounts of contents in order to determine the decontamination procedure and cost. During the walk through the only suspect visible mold growth I saw was on the bathroom floor on the first floor. The previous water damaged ceiling below had already been repaired so I can't comment on the current status of that area. The rest of the house and belongings did not have anything that I could see as potential growth. Mold spores themselves are not visible to the naked eye and so the amount of contamination was unknown. The only other indication of a mold issue was upon opening the door to the basement a strong musty odor was apparent. This smell is usually due to high mold spore concentrations in the air, again, I didn't test. As an experienced mold inspector had already submitted his report it wasn't my job to investigate further.

Remediation versus decontamination: Remediation is the removal of active mold or bacterial growth to prevent further damage and allow for repairs to be made safely. Decontamination is the removal of contaminants, such as mold spores, from an area, object or person. We would remediate the home and decontaminate the contents.



Content Decontamination: There are three ways to decontaminate the contents successfully. Success is the killing of all mold and mold spores and the removal of spores. Each method will require that the contents are removed from the property as they are cleaned. Therefor the price of boxing (as needed), shipping and unloading at the final destination is included in this price at a cost of \$6,439.00. AdvantaClean can begin the work as soon as November 27th 2017.

1. In Place: much less labor and material intensive but requires the homeowners permission, estimated 7 days to complete
 - a. Remove all untreatable contents (non closed cell foam mattresses and furniture cushions cannot be adequately decontaminated)
 - b. Seal the exterior of the house.
 - c. Open all doors, drawers, cabinets, etc
 - d. Spread/hang/etc all objects (paperwork, clothes, etc) to allow maximum penetration of the fumigant
 - e. Fumigate the whole house with chlorine dioxide to kill all mold and bacteria
 - f. HEPA vacuum all items at a cleaning station in the garage as they leave the property
2. On Site: more labor and material intensive and will still require homeowners permission but will not expose the structure to fumigant, estimated 9-10 days to complete
 - a. Setup a decontamination chamber in the garage
 - b. Move all contents through the chamber and fumigate with chlorine dioxide
 - c. HEPA vacuum all items in a cleaning chamber in the garage as they leave the property
3. Off Site: most labor and material intensive but will not require the home owner's permission except for time for the removal of the contents from the home, estimate 12-15 days to complete
 - a. Move all contents off site to a decontamination chamber
 - b. Fumigate with chlorine dioxide
 - c. HEPA vacuum all items and transport to final destination
4. Client asked for a separate quote for the decontamination of approximately 1 room worth of irreplaceable items.
 - a. Move from current location to off site decontamination chamber
 - b. Fumigate with chlorine dioxide
 - c. HEPE vacuum all items and transport to final destination

QUOTED SERVICE – Content Decontamination

1. In Place	\$19,345
2. On Site Dec	\$24,156
3. Off Site	\$30,595
4. Irreplaceable	\$4,213

✍ It is my personal recommendation that AdvantaClean be hired to perform remediation of the property first. Then perform a chlorine dioxide fumigation of the entire house and then clean and remove contents. That would be the most efficient way to address both problems at the lowest cost.

All work would be performed to safety and remediation industry standards. All containment protocol, controls and testing would be done to standard and documented. City of Greer would be contacted prior to work being performed to ensure all code and environmental concerns were addressed. Chlorine dioxide is used in solid, liquid, and gaseous form for the sanitization of various biological contaminants in multiple industries and applications.

20% Down payment is required in order to schedule work.
Full payment due upon completion of work.

Please call or email if there are any questions or concerns.

Thank you for your consideration,

Dan Wackerhagen

Owner

AdvantaClean

864-650-7202

Dan.wackerhagen@advantaclean.com

MOLD GROWING UNDER AND AROUND THE TOILET

Subject: MOLD GROWING UNDER AND AROUND THE TOILET**From:** Courtney Epps <courtney@otbtax.com>**Date:** 8/30/2017 8:01 PM**To:** Rick1 <Rick1@dreskin.net>

Rick, I am greatly concerned that when the toilet was pulled up yesterday that there is a massive amount of black mold around and in the toilet. As you know that is a major health hazard and it needs to be fixed immediately. Paul told me to contact you directly but this needs to be addressed. Please let me know when this is going to happen. Also, the flooring in the guest bathroom is molding as well. Please come over and look at this. You would not want your family to live here with this issue. Thanks.

Courtney Epps



Equinox, LLC

214 Oak Meadow Drive
Simpsonville, SC 29681-4932

Statement

DATE

2017-12-05

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2016-01-31	Balance forward		0.00
2016-02-01	618 Garden Rose-		
	Epps and Owens	2,200.00	2,200.00
	--- 618 Garden Rose Rent \$2,200.00		
2016-02-01	GENJRNL Security deposit owens and epps	2,200.00	4,400.00
2016-02-02	PMT #1013.	-4,400.00	0.00
2016-03-01		2,200.00	2,200.00
	March rent		
	--- 618 Garden Rose Rent \$2,200.00		
2016-03-07	PMT #BBT cert.	-2,200.00	0.00
2016-04-01		2,200.00	2,200.00
	--- 618 Garden Rose Rent \$2,200.00		
2016-04-04	PMT #5002.	-2,200.00	0.00
2016-04-07	INV #614.	2,230.00	2,230.00
	Return check and charges		
	--- NSF check \$2,200.00		
	--- Misc Charge \$12.00		
	--- Misc Charge \$18.00		
2016-04-11	PMT #5002. resubmit check	-2,200.00	30.00
2016-05-01		2,200.00	2,230.00
	--- 618 Garden Rose Rent \$2,200.00		
2016-05-06	PMT #5076.	-2,200.00	30.00
2016-06-01		2,200.00	2,230.00
	--- 618 Garden Rose Rent \$2,200.00		
2016-06-10	PMT #5015.	-600.00	1,630.00
2016-06-10	PMT #5014.	-1,600.00	30.00
2016-07-01		2,200.00	2,230.00
	--- 618 Garden Rose Rent \$2,200.00		
2016-07-05	PMT #5033.	-1,800.00	430.00

AMOUNT DUE

\$9,007.83

Phone #

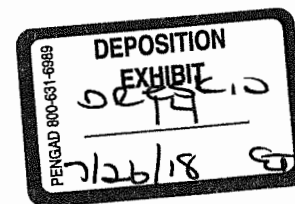
(864) 458-8521

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Page 1

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ELECTRONICALLY FILED - 2019 Oct 16 8:33 AM - SPARTANBURG - COMMON PLEAS - CASE#2017CP4204476

Equinox, LLC

214 Oak Meadow Drive
Simpsonville, SC 29681-4932

Statement

DATE

2017-12-05

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2016-07-05	PMT #5034.	-400.00	30.00
2016-08-01	---	2,200.00	2,230.00
	618 Garden Rose Rent \$2,200.00		
2016-08-08	PMT #5036.	-2,200.00	30.00
2016-08-11	INV #624.	2,286.00	2,316.00
	Returned NSF payment		
	--- Bad Check Chg \$24.00		
	--- NSF check \$2,200.00		
	--- 618 Garden Rose Rent \$50.00		
	--- Wells charge for NSF check \$12.00		
2016-08-12	PMT	-2,200.00	116.00
2016-09-01	Sept	2,200.00	2,316.00
	--- 618 Garden Rose Rent \$2,200.00		
2016-09-06	Late 1	50.00	2,366.00
	--- 618 Garden Rose Rent \$50.00		
2016-09-11	Late 2	50.00	2,416.00
	--- 618 Garden Rose Rent \$50.00		
2016-09-13	PMT #5086.	-500.00	1,916.00
2016-09-13	PMT #1003.	-1,800.00	116.00
2016-10-01	---	2,200.00	2,316.00
	618 Garden Rose Rent \$2,200.00		
2016-10-06	Late 1	50.00	2,366.00
	--- 618 Garden Rose Rent \$50.00		
2016-10-11	Late 2	50.00	2,416.00
	--- 618 Garden Rose Rent \$50.00		
2016-10-16	PMT #5056.	-2,250.00	166.00

AMOUNT DUE

\$9,007.83

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Statement

DATE

2017-12-05

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2016-11-01	---	2,200.00	2,366.00
2016-11-06	618 Garden Rose Rent \$2,200.00	50.00	2,416.00
	LATE 1		

2016-11-11	618 Garden Rose Rent \$50.00	50.00	2,466.00
	Late 2		

2016-12-01	618 Garden Rose Rent \$50.00	2,200.00	4,666.00
2016-12-01	---		
	618 Garden Rose Rent \$2,200.00	35.49	4,701.49
	Interest on 11/1 balance		

2016-12-06	618 Garden Rose Rent \$35.49	50.00	4,751.49
	Late 1		

2016-12-08	618 Garden Rose Rent \$50.00		3,651.49
2016-12-28	PMT #5057.	-1,100.00	3,101.49
2017-01-01	PMT #5049.	-550.00	5,301.49
	---	2,200.00	
2017-01-01	618 Garden Rose Rent \$2,200.00	70.52	5,372.01
	Interest on balance 12/1/16		

2017-01-02	618 Garden Rose Rent \$70.52	-800.00	4,572.01
	CREDMEM #636.		
	Discount for sewer lift pump failure		

2017-01-03	618 Garden Rose Rent \$-800.00	-550.00	4,022.01
2017-01-06	PMT	50.00	4,072.01
	Late 1		

	618 Garden Rose Rent \$50.00		
			AMOUNT DUE
			\$9,007.83

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Statement

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2017-12-05

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2017-01-11	Late 2 --- 618 Garden Rose Rent \$50.00	50.00	4,122.01
2017-01-13	PMT #5024.	-1,100.00	3,022.01
2017-02-01	PMT #5126.	-1,400.00	1,622.01
2017-02-01	---	2,200.00	3,822.01
	--- 618 Garden Rose Rent \$2,200.00		
2017-02-01	Interest on balance 2/1 --- 618 Garden Rose Rent \$45.33	45.33	3,867.34
2017-02-03	INV #647. NSF check --- NSF check \$1,400.00 --- Bad Check Chg \$12.00 --- Bad Check Chg \$30.00	1,442.00	5,309.34
2017-02-03	PMT #CASH.	-1,400.00	3,909.34
2017-02-05		50.00	3,959.34
	Late 1 --- 618 Garden Rose Rent \$50.00		
2017-02-11	Late 2 --- 618 Garden Rose Rent \$50.00	50.00	4,009.34
2017-02-15	PMT #cash.	-1,100.00	2,909.34
2017-03-01	---	2,200.00	5,109.34
	--- 618 Garden Rose Rent \$2,200.00		
2017-03-01	Interest on balance 3/1 --- 618 Garden Rose Rent \$43.64	43.64	5,152.98
2017-03-01	PMT #5102.	-1,100.00	4,052.98
			AMOUNT DUE
			\$9,007.83

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Statement

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2017-12-05

BILL TO

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618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2017-03-02	INV #654. NSF check 618 Garden Rose --- NSF check \$1,100.00 --- NSF check \$12.00 --- Bad Check Chg \$30.00	1,142.00	5,194.98
2017-03-04	PMT #surepay. REF # PPEGKBBTD3 RENT REMAINDER NOW 2578.48	-1,500.00	3,694.98
2017-03-10	PMT	-578.00	3,116.98
2017-03-27	PMT #SP.	-1,250.00	1,866.98
2017-04-01	---	2,200.00	4,066.98
	--- 618 Garden Rose Rent \$2,200.00		
2017-04-01		77.93	4,144.91
	Interest on balance 3/27 --- 618 Garden Rose Rent \$77.93		
2017-04-05		50.00	4,194.91
	Late 1 --- 618 Garden Rose Rent \$50.00		
2017-04-10		50.00	4,244.91
	late 2 --- 618 Garden Rose Rent \$50.00		
2017-04-14	PMT	-750.00	3,494.91
2017-04-18	PMT	-750.00	2,744.91
2017-04-18	PMT	-750.00	1,994.91
2017-04-28	PMT #SP.	-500.00	1,494.91
2017-05-01		2,200.00	3,694.91
	--- 618 Garden Rose Rent \$2,200.00		
2017-05-01		29.93	3,724.84
	Interest on balance 4/27 --- 618 Garden Rose Rent \$29.93		
2017-05-04	PMT #SP.	-750.00	2,974.84
2017-05-08	PMT #sp.	-650.00	2,324.84
			AMOUNT DUE
			\$9,007.83

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Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2017-05-24	PMT	-625.00	1,699.84
2017-05-26	PMT	-425.00	1,274.84
2017-06-01		2,200.00	3,474.84
	--- 618 Garden Rose Rent \$2,200.00		
2017-06-01		19.13	3,493.97
	Interest on balance 5/31/2017		
	--- 618 Garden Rose Rent \$19.13		
2017-06-06		50.00	3,543.97
	Late 1		
	--- 618 Garden Rose Rent \$50.00		
2017-06-11		50.00	3,593.97
	Late 2		
	--- 618 Garden Rose Rent \$50.00		
2017-06-18	PMT #SP.	-1,000.00	2,593.97
2017-07-01	INV #666.	2,200.00	4,793.97
	July rent		
	--- 618 Garden Rose Rent \$2,200.00		
2017-07-01		38.91	4,832.88
	Interest on 7/1 balance		
	--- 618 Garden Rose Rent \$38.91		
2017-07-03	PMT #SP.	-1,100.00	3,732.88
2017-07-05	PMT #SP.	-800.00	2,932.88
2017-07-25	PMT	-800.00	2,132.88
2017-07-31	PMT	-700.00	1,432.88
2017-08-01		2,200.00	3,632.88
	--- 618 Garden Rose Rent \$2,200.00		
2017-08-01	INV #671.	55.36	3,688.24
	Interest on balance		
	--- 618 Garden Rose Rent \$55.36		
			AMOUNT DUE
			\$9,007.83

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Statement

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BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2017-08-07	Late 1 --- 618 Garden Rose Rent \$50.00	50.00	3,738.24
2017-08-11	Late 2 --- 618 Garden Rose Rent \$50.00	50.00	3,788.24
2017-08-11	Interest on balance on 7/31 --- 618 Garden Rose Rent \$21.50	21.50	3,809.74
2017-08-21	PMT	-500.00	3,309.74
2017-08-21	PMT	-1,500.00	1,809.74
2017-08-31	PMT	-200.00	1,609.74
2017-09-01	INV #673. sewer lift pump service call --- Clean grease build up in sewer lift pump \$306.00 --- --- Plumber says you are putting grease down the drain causing problem with sewer lift pump.	306.00	1,915.74
2017-09-01	Sept --- 618 Garden Rose Rent \$2,200.00	2,200.00	4,115.74
2017-09-01	Interest n blance on 8/31 --- 618 Garden Rose Rent \$24.15	24.15	4,139.89
2017-09-06	Late 1 --- 618 Garden Rose Rent \$50.00	50.00	4,189.89
2017-09-08	PMT #SP.	-1,100.00	3,089.89
2017-09-14	PMT #SP.	-1,100.00	1,989.89
2017-10-01	--- 618 Garden Rose Rent \$2,440.00	2,440.00	4,429.89
			AMOUNT DUE
			\$9,007.83

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214 Oak Meadow Drive
Simpsonville, SC 29681-4932

Statement

DATE

2017-12-05

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2017-10-01	Interest on balance 9/30	29.10	4,458.99
2017-10-03	--- 618 Garden Rose Rent \$29.10		
2017-10-06	PMT #Zelle.	-1,220.00	3,238.99
	Late 1	61.00	3,299.99
	--- 618 Garden Rose Rent \$61.00		
2017-10-11	Late 2	61.00	3,360.99
	--- 618 Garden Rose Rent \$61.00		
2017-10-16	INV #678.	120.00	3,480.99
	Filing fees for eviction and complaint		
	== Reimb Group		
	--- Garden Rose Court Complaint \$80.00		
	--- Garden Rose Court eviction \$40.00		
	== Total Reimbursable Expenses \$120.00		
2017-11-01	--- 618 Garden Rose Rent \$2,440.00	2,440.00	5,920.99
2017-11-01	Interest on balance 10/30	52.22	5,973.21
	--- 618 Garden Rose Rent \$52.22		
2017-11-06	Late 1	122.00	6,095.21
	--- 618 Garden Rose Rent \$122.00		
2017-11-11	Late 2	122.00	6,217.21
	--- 618 Garden Rose Rent \$122.00		
2017-12-01	--- 618 Garden Rose Rent \$2,440.00	2,440.00	8,657.21
			AMOUNT DUE
			\$9,007.83

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Equinox, LLC

214 Oak Meadow Drive
Simpsonville, SC 29681-4932

Statement

DATE

2017-12-05

BILL TO

Brandon and Courtney Epps
618 Garden Rose Court
Greer SC 29651

DATE	DESCRIPTION	AMOUNT	BALANCE
2017-12-01	Interest on balance 11/30/2017 --- 618 Garden Rose Rent \$93.26	93.26	8,750.47
2017-12-06	Late 1 --- 618 Garden Rose Rent \$122.00	122.00	8,872.47
2017-12-06	35% costs of collection. No additional rent or interest on balance charged after this charge only pre judgment interest from here. --- 618 Garden Rose Rent \$2,335.36	2,335.36	11,207.83
2017-12-06	GENJRNL #10042. Apply Epps' security deposit	-2,200.00	9,007.83
			AMOUNT DUE
			\$9,007.83

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