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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 III

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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 COURTNEY WEST EPPS

---

DATE TAKEN: October 10, 2018

TIME BEGAN: 10:20 a.m.

TIME ENDED: 4:23 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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21 Also Present: Rich Dreskin  
22 Brandon Epps  
23  
24  
25

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

- - -

COURTNEY WEST EPPS, after having been first duly sworn, was examined and testified as follows:

- - -

#### EXAMINATION

- - -

BY MR. BACH:

Q. Thank you for being here today. My name is Adam Bach. I represent Equinox, LLC, in a lawsuit that you brought related to a home that you rented from him from February 2016 until October 2017. The location of the property is 618 Garden Rose Court, Greer, South Carolina. At various times during the deposition, I may refer to it as "the house" or "the property," just so we're on the same page. Understand that if I do reference those things, "house" or "property," I'm talking about

1 that home. I may ask you about subsequent homes or  
2 previous homes that you lived in. I'll try to be  
3 clear. But if you're confused, please ask me if  
4 you're not sure which premises I am talking about.

5 Just a little bit of preliminary stuff  
6 before we get started here today. I think we're  
7 going to be here all day. I will order lunch in  
8 around 12:00 or 12:30. We can take a little bit of  
9 a break, but I would like us to stay here for lunch,  
10 just to try to get us moving through this, but we  
11 will get Jimmy John's or something that everybody  
12 likes.

13 MS. HINSON: And that will be at 12:30,  
14 Adam?

15 MR. BACH: Yes.

16 MS. HINSON: I just need to run around the  
17 corner to a bank at that moment. It won't take  
18 me but ten minutes to give a client a check.

19 MR. BACH: That's fine.

20 EXAMINATION RESUMED BY MR. BACH:

21 Q. Ms. Epps, have you ever been deposed  
22 before?

23 A. Yes.

24 Q. Tell me when.

25 A. During my first marriage, I have no clue

1 when that was.

2 Q. Was that a Family Court matter?

3 A. Family Court.

4 Q. Have you ever been deposed in a non-Family  
5 Court matter?

6 A. Yes.

7 Q. For what?

8 A. Last year, for a lawsuit.

9 Q. What was that lawsuit about?

10 A. A sheriff's deputy ran us off the road.

11 Q. So was it a car accident?

12 A. No, it was not a car accident, it was a --  
13 he attempted to run us off the road with our kids in  
14 the car. So it was a -- I don't know what the  
15 actual lawsuit was called, but it was a lawsuit that  
16 was handled in Florence County.

17 Q. That was in Florence County?

18 A. Uh-huh.

19 Q. Were you a party to the lawsuit?

20 A. We had a Family Court attorney got  
21 involved. The police officer tried to serve some  
22 civil papers or sheriff's deputy and --

23 MS. HINSON: Let me clarify. He wants to  
24 know if you were a party. Like, did they say  
25 your name at the top?



1 THE WITNESS: Yes.

2 EXAMINATION RESUMED BY MR. BACH:

3 Q. So you were a party to the lawsuit?

4 A. Yes.

5 Q. Who else was a party?

6 A. My husband and all of my kids.

7 Q. Is that case still going on, or is it  
8 resolved?

9 A. It was resolved.

10 Q. How was it resolved?

11 A. They settled out of court.

12 Q. Were you injured in that incident?

13 A. It was -- no. I mean, we didn't get in a  
14 wreck, he just kind of held us against our will.

15 Q. Okay. So he actually stopped you?

16 A. I actually pulled over, yes.

17 Q. And he got out and stopped you?

18 A. Yes, and would not allow us to leave.

19 Q. Okay. Were you physically injured during

20 --

21 A. Not physically.

22 Q. Any other lawsuits?

23 A. I've sued people for money that they owed  
24 me for accounting services, and a prior company that  
25 we had, we did engraving, but nothing since -- gosh,

1 I mean, it's been maybe ten years since I've filed  
2 anything against anyone. Most of my clients pay me  
3 up front now, so I don't have to deal with that.

4 Q. Were those lawsuits generally filed in  
5 Spartanburg County? Greenville County? Where?

6 A. Horry.

7 Q. Horry County. Did you live in Horry  
8 County at the time?

9 A. Yes.

10 Q. How long did you live in Horry County?

11 A. 32 years.

12 Q. All right. We'll come back to that in a  
13 minute. I know you've been deposed before, but just  
14 for the record, to give you some instructions, if  
15 you need a break for any reason, please ask. You  
16 need to respond verbally. Let's try to not respond  
17 with head nods, and head shakes, and stuff. She  
18 can't pick those up. So I may prompt you to respond  
19 verbally. If I do so, I'm not trying to be rude,  
20 I'm just trying to make for a cleaner transcript.  
21 Let's try not to talk over each other. I'll let you  
22 finish your answer if you'll let me finish my  
23 question. If you don't understand my question,  
24 please ask me for clarification. If you answer my  
25 question, I'm going to assume that you understood

1 it. Is that fair?

2 A. Yes.

3 Q. Also, now that you are under oath, it is  
4 as if you were testifying in court. You cannot  
5 discuss your testimony with anyone outside of the  
6 deposition. Do you understand that?

7 A. Yes.

8 Q. Do you understand you've taken an oath to  
9 tell the truth, as if testifying in court before a  
10 judge and jury today?

11 A. Yes.

12 Q. Is there any reason why you can't give  
13 full and accurate testimony?

14 A. No.

15 Q. Are you having any problems with your  
16 memory or are you under the influence of any  
17 medications that may affect your memory?

18 A. I have had massive problems with my memory  
19 for the last year. But short-term memory, I haven't  
20 fully gotten that back yet. I couldn't put  
21 sentences together by October 16th of last year.

22 Q. Would your memory issues affect your  
23 ability to testify today?

24 A. I don't think so.

25 Q. What's your full name?

1 A. Courtney West Epps.

2 Q. What's your maiden name?

3 A. West.

4 Q. How long have you been married?

5 A. This year will be five years in December.

6 Q. Is your husband Brandon Epps?

7 A. Yes.

8 Q. Is he in the deposition room with you here  
9 today?

10 A. Yes.

11 Q. Prior to Mr. Epps, were you married  
12 before?

13 A. Yes.

14 Q. Okay. To whom?

15 A. Jason Hucks.

16 Q. How many years?

17 A. For -- we got married in 2001 and he left  
18 in 2005, so it took two years to get a divorce, so I  
19 guess we were married for five and a half years.

20 Q. Until around 2007?

21 A. I got divorced January 15th, 2007.

22 Q. Okay. Any other marriages?

23 A. Uh-huh, Albert Wade. And I married him  
24 February 2007 and we divorced in October of 2013 --  
25 yes, '13.

1 Q. Okay. Any others?

2 A. Brandon, my husband.

3 Q. Do you have any family -- this case is in  
4 Greenville County, isn't it? Do you have any family  
5 residing in Spartanburg County with a last name  
6 other than Epps, Hucks, or Wade?

7 A. No.

8 Q. Do you have any dependents?

9 A. Yes, I have six.

10 Q. Who are your dependents?

11 A. Alexis Hucks, Adrienne Hucks, Wells Hucks,  
12 Sawyer Epps, Cooper Epps, and Lilli Epps.

13 Q. Alexis, Adrienne, Sawyer --

14 A. Cooper, Lilli, and Wells.

15 Q. What are their ages?

16 A. Alexis is 16; Adrienne is 15; Sawyer is  
17 14; Wells is 13; Cooper is 11; and Lilli is 5.

18 Q. Do they all reside with you currently?

19 A. They do.

20 Q. Do you have custody of all five of them --  
21 or six of them?

22 A. Four of them are mine, and Brandon has  
23 full custody of Sawyer and Cooper, they're his,  
24 those are my stepsons.

25 Q. Okay. Your four children, who are their

1 fathers?

2 A. Brandon is Lilli's, and then Jason is the  
3 other three; Alexis, Adrienne, and Wells.

4 Q. With regard to Alexis, Adrienne, and  
5 Wells, do you have full custody of those children or  
6 partial custody?

7 A. I think it's full custody. It's been  
8 different since we dealt with custody issues, but I  
9 don't know what the paper actually says, but they  
10 stay with me. They go to him every other weekend.

11 Q. All right. Where do you currently reside?

12 A. At [REDACTED] Drive,  
13 that's in Greer 29650.

14 Q. Do you own or rent?

15 A. Own.

16 Q. When did you buy that house?

17 A. December 11th, 2017, I believe, it was  
18 either the 11th or the 13th.

19 Q. Okay. So you bought a house at [REDACTED]  
20 [REDACTED] Greer in December of 2017, December 11th?

21 A. Yes.

22 Q. Did you close on the house then?

23 A. Yeah, I think that's when we closed.

24 Q. Who did your closing?

25 A. It was through D.R. Horton, it was their

1 attorneys, Phillip Vallini, Harvey and Vallini  
2 maybe.

3 Q. Did you have a real estate agent that  
4 helped you?

5 A. Yes.

6 Q. Who was that?

7 A. His name is Doug -- his name is Doug, and  
8 I think he works for Keller Williams. I do not  
9 think I have his number in my phone.

10 Q. Do you remember his last name?

11 A. No, I can't think of it right this second.

12 Q. Is that something you could provide?

13 A. Yes.

14 Q. Have you lived in that house since -- have  
15 you lived in that house since December 11th, 2017?

16 A. We have.

17 Q. Prior to December 11, 2017 -- let me ask  
18 you this. Prior to moving to that house, did you  
19 have it tested for mold?

20 A. Yes.

21 Q. Do you have the results of that test?

22 A. Yes.

23 Q. Who did that test?

24 A. The same guy who did the test for our  
25 other house, Brent Horton, but he -- I can't

1 remember if he actually did it or if he had someone  
2 else come do it. Brent Horton. Sorry, I wasn't  
3 there, Brandon was.

4 Q. And do you have a copy of those results?

5 A. We do.

6 Q. Since moving into the house, have you had  
7 it tested for mold since that time?

8 A. No, we have not.

9 Q. Have you had that house tested for any  
10 other type of airborne allergens?

11 A. Yes, we had a full-blown -- we had an  
12 inspection done, we had a whole bunch of tests done,  
13 so I believe so, yes.

14 Q. Did you have an inspection done of the  
15 house before you bought it?

16 A. We did.

17 Q. Do you still have a copy of that?

18 A. Yes.

19 Q. Does the house have a basement?

20 A. No, never again.

21 Q. Prior to December 11, 2017, where did you  
22 live?

23 A. We lived in a hotel for 45 days, roughly.

24 Q. What hotel?

25 A. At the Renaissance Inn right off of Pelham



1 Road. We moved -- we lived in numerous hotels, I  
2 would say probably three different ones until we  
3 found the Renaissance Inn, and they were able to  
4 give us a discount and help us on room rates,  
5 because it was so expensive.

6 Q. So 45 days would be from around October?

7 A. I think if -- I'm not positive. Around  
8 October 20th or the 22nd is when we finally found --  
9 did I say Renaissance or the Residence Inn? It's  
10 the Residence Inn, I'm sorry. The first weekend, we  
11 actually went to Charlotte, because there was  
12 something going on and we didn't have enough places  
13 -- there wasn't anywhere for us to stay that was  
14 feasible, so we actually went to Charlotte for the  
15 weekend and stayed at the Residence Inn.

16 Q. When was that?

17 A. That was whatever weekend of -- I think  
18 October 16th was a Monday. It would have been the  
19 weekend after that. And then I think that Monday or  
20 some point in time the next week, we started staying  
21 at the Residence Inn.

22 Q. So October 16th, so that was a Monday. So  
23 October 20th is a Friday. Do you think that's when?

24 A. We stayed at the Residence Inn in  
25 Charlotte, yes, that weekend. And then we came home

1 Sunday night, and I think we may have stayed at the  
2 Days Inn right off of Roper Mountain Road for a  
3 night or two; and then we stayed at the Home Suites,  
4 we stayed there for a day or two off of Pelham,  
5 because we had to be close to where the kids went to  
6 school; and then I found the Residence Inn, and they  
7 were able to give us a daily -- they gave us a rate  
8 for displaced families; and then I finally was able  
9 to get our insurance company to start helping pick  
10 up and pay.

11 Q. Who is your insurance company?

12 A. Safeco. Yes, Safeco.

13 Q. Prior to the hotels for 45 days, where did  
14 you live?

15 A. We lived at 618 Garden Rose Court. We  
16 moved out on October the 17th. Like I say, I  
17 couldn't put sentences together on October 16th, so  
18 we knew we had to move out.

19 Q. And you were at Garden Rose Court from  
20 February 2016 until October of 2017, is that  
21 correct?

22 A. Yes.

23 Q. Where did you live prior to Garden Rose  
24 Court?

25 A. We lived at the beach for -- we got a

1 condo on the ocean.

2 Q. In Horry County?

3 A. Yeah, it's Grand something. It seems like  
4 it's Grand Shores on 77th Avenue North in Myrtle  
5 Beach.

6 Q. How long did you live there?

7 A. Four months. We lived there from October  
8 of 2016 to February of 2017.

9 Q. Why did you move to Greenville County?

10 A. We lived in Greenville before, only we  
11 just moved. We had -- we were doing a network  
12 marketing company down there in Myrtle Beach, and we  
13 had a team. And we just decided it would be awesome  
14 to -- our lease was coming up here in Taylors that  
15 we had a house, and we weren't ready to sign a lease  
16 somewhere else, so we just decided we'd move to the  
17 ocean and live on the ocean for a couple of months  
18 with our kids, because we homeschool.

19 Q. Okay. And so prior to October 2016, you  
20 lived in Taylors?

21 A. We lived in Taylors for a year at Blue  
22 Ridge Plantation, I think it was 15 Hollander Drive  
23 in Taylors. That's where we lived when we first  
24 moved to Greenville from Horry County.

25 Q. Okay. And so what were the dates you

1 lived there?

2 A. October of 2014 to October of 2015. Hold  
3 on. October 2014 -- sorry, I got my years mixed up.  
4 So October 2014 to October 2015, we lived in  
5 Taylors. October 2015 to February of 2016 is when  
6 we lived in Myrtle Beach. And then February 2016 to  
7 October of 2017, we lived in 618 Garden Rose Court.

8 Q. Is Blue Ridge Plantation an apartment  
9 building?

10 A. No, it's a house.

11 Q. Did you rent it?

12 A. We did.

13 Q. All right. How about prior to that?

14 A. I lived at 9287 Pee Dee Highway.

15 Q. In where?

16 A. In Conway.

17 Q. How long did you live there?

18 A. I lived there from April of 2001 until  
19 October of 2014.

20 Q. Was that a rental or did you own it?

21 A. I owned it.

22 Q. How long have you lived -- so you've only  
23 lived in Greenville County the one time in Taylors  
24 and then from February 2016 on, is that correct?

25 A. Correct.

1 Q. And prior to that, you lived in Conway,  
2 and then for a short period of time in Horry County?

3 A. Right.

4 Q. Did your house on Pee Dee Highway in  
5 Conway, South Carolina have a basement?

6 A. No.

7 Q. How about at Blue Ridge Plantation?

8 A. No.

9 Q. Is the only house that you've had that had  
10 a basement the one at 618 Garden Rose Court?

11 A. Yes.

12 Q. How about septic tank? Did any of the  
13 houses, other than 618 Garden Rose Court, have a  
14 septic tank?

15 A. I have no clue. I wouldn't be able to  
16 answer that question for you.

17 Q. Not that you know of?

18 A. Would I pay city water if we had a septic?  
19 I don't know.

20 Q. I'm asking like an onsite septic tank,  
21 like the one at 618 Garden Rose Court.

22 A. No, I've never seen the actual septic tank  
23 before. Maybe there was.

24 Q. How about a sewer lift pump?

25 A. I don't know -- yeah, I still don't know

1 what a sewer lift pump is.

2 Q. There was one at 618 Garden Rose Court.

3 Did any of the houses that you had have a sewer lift  
4 pump like that?

5 A. Nothing, no. I've never seen a septic  
6 tank, other than the one at 618 Garden Rose Court,  
7 that I recall.

8 Q. Or a sewer lift pump?

9 A. Right. I don't have anything to do with  
10 plumbing, other than using the bathroom.

11 Q. Have you ever been evicted before?

12 A. No, I've never been evicted.

13 Q. Have you ever been involved in a lawsuit  
14 with a landlord before?

15 A. No.

16 Q. How far did you get in school?

17 A. I have a five-year accounting degree.

18 Q. From where?

19 A. Coastal Carolina University.

20 Q. When did you earn that?

21 A. 2002, and then I went and started my  
22 master's program. I have about six more classes and  
23 then I would have a master's in accounting.

24 Q. From where?

25 A. Coastal.

1 Q. Are you currently employed?

2 A. I'm self-employed.

3 Q. Do you have a company, or is it just --

4 A. Yes, Outside The Box Business Solutions.

5 Q. Is that an LLC?

6 A. It is.

7 Q. Do you run that out of your home?

8 A. I do.

9 Q. How long have you operated Outside The Box  
10 Business Solutions?

11 A. Since February of 2011.

12 Q. Did you run that company during your time  
13 at 618 Garden Rose Court?

14 A. Yes.

15 Q. Did you run it out of that house?

16 A. Yes.

17 Q. In your business, do you have clients who  
18 come to you, or how do you handle your business?

19 A. Most of my clients, I go to them or we  
20 deal with everything electronically. I do have some  
21 that come to me at my home.

22 Q. Prior to February of 2011, what did you  
23 do? Where did you work?

24 A. I owned an insurance agency and an  
25 accounting firm in Myrtle Beach.

1 Q. What was its name?

2 A. Financial Insurance And Tax Solutions.

3 Q. Was that an LLC?

4 A. It was.

5 Q. How long did you operate that company?

6 A. Three and a half years.

7 Q. How about prior to that?

8 A. I was an insurance broker, so I worked for  
9 myself. And prior to that, I worked with RBC  
10 Liberty Life Insurance Company.

11 Q. Okay. How many years?

12 A. I worked for them for about nine months,  
13 realized what insurance companies were made up of,  
14 and I decided I didn't want to work for them  
15 anymore.

16 Q. Okay. And then prior to that?

17 A. I worked for AFLAC. I worked for them for  
18 about a year. And then I found RBC, and then I  
19 became a broker, and then I decided to open my own  
20 agency.

21 Q. Okay. Have you ever been fired from a  
22 job?

23 A. Not that I recall. Maybe when I was 15.  
24 I think my first job was Western Steer when I was  
25 15. Not that I recall, no.



1 Q. Have you ever filed any kind of  
2 employment-related claim?

3 A. I've only been employed for not very long,  
4 so no, I've never filed any sort of claim.

5 Q. Have you ever filed for Workers'  
6 Compensation?

7 A. One time, back when I was 18 and worked  
8 for Dixie Stampede, because they told me -- well,  
9 they closed for the month of January and February  
10 and told me to -- no, not Workers' Comp, I filed for  
11 unemployment. Sorry. No, never Workers' Comp.

12 Q. What's your date of birth?

13 A. [REDACTED].

14 Q. Okay. No Workers' Comp claims?

15 A. No.

16 Q. Social Security disability claims?

17 A. No.

18 Q. Have you ever filed a Social Security  
19 disability application for any of your dependents?

20 A. No.

21 Q. And included in my question about  
22 employment-related claims, have you ever filed a  
23 claim for harassment, workplace discrimination,  
24 anything under Title 9?

25 A. No.

1 Q. 7?

2 A. No.

3 Q. Have you ever been arrested or convicted  
4 of a crime?

5 A. No.

6 Q. Have you ever been out of work for an  
7 extended period of time due to your health?

8 A. No.

9 MS. HINSON: Are you asking prior to this  
10 incident?

11 MR. BACH: I'm just asking in general.

12 THE WITNESS: I mean, during -- yeah, I  
13 mean, there was -- there was times I couldn't  
14 work my business. I had an employee during  
15 this whole last year process, but...

16 EXAMINATION RESUMED BY MR. BACH:

17 Q. Who is your employee?

18 A. Her name was Whitney Broadwater. And she  
19 worked with me from August of last year through the  
20 end of January of this year.

21 Q. So she worked from August 2017 through  
22 January 2018?

23 A. Yes.

24 Q. Have you ever been a landlord?

25 A. Never.

1 Q. Do you have a general contractor's  
2 license?

3 A. No. I passed the test, but I didn't go  
4 any further with it.

5 Q. Why did you take the test?

6 A. I had a client that could not pass it, and  
7 he wanted us to work together, and I decided against  
8 that after I passed the test. I didn't want to put  
9 my name on anybody else.

10 Q. So you never -- and I don't necessarily  
11 understand the process. But after you passed the  
12 test, is there something else you have to do to get  
13 your license?

14 A. Yeah, you pass the test and you have to  
15 fill out all this paperwork, and do all this  
16 bonding, and then you've got to have experience.  
17 And I wasn't willing to go down that path with that  
18 particular person, so I just passed the test and  
19 that was it pretty much.

20 Q. So you've never done any work as a general  
21 contractor?

22 A. No.

23 Q. Have you ever worked in the medical field?

24 A. No.

25 Q. Have you ever served in the armed forces?

1 A. No.

2 Q. What did you do to prepare for your  
3 deposition today, other than conversations with your  
4 attorney?

5 A. I got dressed and showed up.

6 Q. Did you review any documents?

7 A. No.

8 Q. Did you have any conversations with  
9 anyone, other than your attorney, about your  
10 deposition?

11 A. No.

12 Q. Do you keep any kind of journal related to  
13 this lawsuit?

14 A. I have a timeline that I've used.

15 Q. Where do you keep that timeline?

16 A. It's in an Excel spreadsheet on my  
17 computer.

18 Q. Can you make sure to hang on to that  
19 timeline for us?

20 A. Uh-huh.

21 Q. Do you keep any kind of file or folder  
22 related to the lawsuit at your residence?

23 A. Yeah, I have a box.

24 Q. Has everything in that box been turned  
25 over to your attorney?

1 A. I believe so, everything that I felt like  
2 was relevant.

3 Q. Will you make sure to preserve all the  
4 items that are in that box?

5 A. Will do.

6 Q. How do you keep your calendar? Is it on  
7 your phone?

8 A. Yeah, I use Google. I just mainly keep up  
9 with clients' meetings.

10 Q. Do you put doctors' appointments in your  
11 Google calendar?

12 A. I do, most of them.

13 Q. Can you make sure to preserve that  
14 calendar and not make any alternations to it?

15 A. Got it.

16 Q. Who is your primary -- let me ask you  
17 this. Ten years prior to 2017, who was your primary  
18 care physician?

19 A. Maybe Dr. Martin Carmichael. I don't know  
20 how long it's been since I used him.

21 Q. Is that in --

22 A. That was in Horry County, in Aynor.

23 Q. Okay. And that was working from 2007  
24 forward. Do you think that was your primary care  
25 physician in 2007?

1           A.    I don't know that I had a primary care  
2 physician in 2007, but he's the last doctor that I  
3 used in Horry County. So he was the doctor I went  
4 to any time that I was sick. Prior to that --

5           Q.    How about after that, from 2007 forward?

6           A.    I didn't go to the doctor until all of  
7 this stuff started, until I started getting sick. I  
8 went to the ENT was the first doctor's appointment  
9 that I went to in September of 2017. And I don't  
10 recall going to a doctor since maybe -- other than,  
11 you know, I was pregnant, so I went to an OB/GYN.  
12 But other than that, I probably didn't go to the  
13 doctor from May of 2012 until -- no, 2011, I think,  
14 until I went September of 2017. I didn't have any  
15 sicknesses or illnesses, that I recall, other than  
16 OB/GYN.

17          Q.    Okay. So from 2007 -- you said from May  
18 2011 or 2012. What happened in that date that you  
19 remember? Why did you go to the doctor then?

20          A.    May of 2011 was when I found out I was  
21 pregnant with my daughter so -- was it '11? No, I  
22 had her in '12. Sorry, 2012. May of 2012 is when I  
23 found out I was pregnant with her, and I had her in  
24 November. So I didn't go -- I know I haven't been  
25 to a doctor since I got pregnant, other than just

1 going to an OB/GYN, since I got pregnant with her.

2 Q. Okay. So good health and no real ailments  
3 following 2007?

4 A. 2012.

5 Q. That was just for childbirth?

6 A. Right. I mean, I have not been to the  
7 doctor since May of 2012, that I recall. Prior to  
8 that, yeah, I mean, I went to Dr. Martin Carmichael,  
9 I've been to Charlotte Sloan. I don't know that --  
10 she's a nurse practitioner maybe. I've been to her  
11 once or twice. And then the doctor who referred me  
12 to her, he's retired, and I can't think of his name  
13 right this second, and I went to an OB/GYN there,  
14 Dr. Lineback, is who I kind of used, because I've  
15 been pregnant numerous times, so I really just kind  
16 of used my OB/GYN as my primary. If I had something  
17 going on, I would use them.

18 Q. Who is your OB?

19 A. It was Dr. Lineback.

20 Q. Is she in Conway, or where is she?

21 A. He's in Conway, yeah. And him and --  
22 between him and Dr. Price, they delivered all of my  
23 -- three of my kids, and then I went to McLeod for  
24 Lilli.

25 Q. How about alternative medicine? Have you

1 seen anybody for alternative medicine since 2007?

2 A. Now, I get acupuncture about every week  
3 for headaches and migraines, and so I started that  
4 after my sinus surgery, because I had so much  
5 pressure. And then I go to a chiropractor once a  
6 week, and I have been going to a chiropractor -- I  
7 think I took on that client in July of 2017. So I  
8 have been -- I would think that's when I started  
9 with the chiropractor. And then I went to another  
10 chiropractor starting in October or November of  
11 2016. His name is Dr. Joseph DuPuyuy, D-u-P-u-y.  
12 And then -- you want to know all the doctors I have  
13 been to in the last year?

14 Q. No, we'll get to that later. I'm asking  
15 before the issue that we're here about today, your  
16 sickness from mold, prior to that.

17 A. I went to a neurologist, his name is Dr.  
18 Bangco, I think it's B-a-n-c-o (as spoken). I think  
19 that's it.

20 Q. Where was that?

21 A. In Conway.

22 Q. What did you see a neurologist for?

23 A. I had migraines. And the doctors couldn't  
24 figure out what they were, so he was the neurologist  
25 that they ended up sending me to.



1 MR. BACH: Let's take a quick break.

2 (Whereupon, a recess was taken.)

3 THE WITNESS: I have two more doctors. I  
4 don't know the names of one of them. It was a  
5 gastroenterologist that I was referred to by  
6 either Dr. Martin Carmichael or Charlotte  
7 Sloan, but I went to him -- that was probably  
8 in 2007 or '08. And then a chiropractor that I  
9 started going to, Dr. Dwyer Scott, D-w-y-e-r,  
10 Scott. And I went to him, I think, from 2007  
11 probably until 2010 maybe.

12 EXAMINATION RESUMED BY MR. BACH:

13 Q. You mentioned the neurologist, they  
14 couldn't figure out what was causing the migraines.  
15 Have they ever come up with a cause?

16 A. Well, no, not really. They determined I  
17 didn't have a brain tumor, so that was good.  
18 Apparently there's something called a sella turcica,  
19 which is the bone that holds your pituitary gland.  
20 And the way it was explained to me, that my bone is  
21 flat and it should cup, it should be like -- it  
22 should hold my pituitary gland in place, and it just  
23 wobbles around because it's flat. So it caused me  
24 to have migraines, but I did really well with  
25 chiropractic.

1 Q. Have those migraines resolved prior to  
2 2017, or do you still have them?

3 A. I have different -- I have massive  
4 pressure now, so it's not the same. Now, the  
5 doctors have said it's more sinus-related now and  
6 it's not --

7 Q. But I guess before the alleged exposure,  
8 had they resolved or had they --

9 A. Yeah, they were gone for a while, and I  
10 was doing really good.

11 Q. How long were they gone for?

12 A. I know I went eight months without one.  
13 It was great. Now, I have them every day.

14 Q. Okay. Did you say now you have them every  
15 day?

16 A. Uh-huh, I have them every day. I take six  
17 to eight Excedrin every day of my life.

18 Q. So when you say that they were gone for  
19 eight months, was that a long period of time not to  
20 have a migraine prior to this?

21 A. Yes.

22 Q. How frequently did you get them?

23 A. I mean, I would probably get at least a  
24 couple a month, but they were not like they are now.

25 Q. Okay. Prior to the alleged exposure we're

1 here about today, I'm going to ask you a series of  
2 questions about your medical condition and about  
3 whether or not you had any conditions prior to. So  
4 all of these questions relate to whether or not you  
5 had these conditions or had been seen for these  
6 things prior to the exposure.

7 A. Okay.

8 Q. Other than for childbirth, had you ever  
9 been hospitalized?

10 A. Yes.

11 Q. Okay. What were you hospitalized for?

12 A. I was having migraines, and then I was  
13 severe -- like I was having chronic fatigue, and  
14 they put me in the hospital for four days to test to  
15 see what was going on with me.

16 Q. Which hospital?

17 A. Conway.

18 Q. And is it just named Conway Hospital?

19 A. Uh-huh.

20 Q. Is that a yes?

21 A. Yes, sorry.

22 Q. Four days?

23 A. Yes.

24 Q. Did they -- was there any diagnosis or  
25 resolution to the condition?

1           A.     That's when I -- Dr. Bangco is the one  
2     that kind of handled it. And after I got out, I  
3     mean they tried to give me all kinds of medication,  
4     but it caused me to have major side effects. Like I  
5     would -- one of them I was on, I was passed out,  
6     because my blood pressure would go so long. And  
7     then the other one caused me to have like my heart  
8     -- like heart palpitations, so I just had to finally  
9     stick with Excedrin, that was the only thing.

10          Q.     What year was that?

11          A.     2000 -- 2008, May of 2008.

12          Q.     All right. How about other than that?  
13     Any other hospitalizations?

14          A.     No, not other than dealing with  
15     pregnancies, that I can recall.

16          Q.     I know we talked about migraine headaches.  
17     When did my migraine headaches start for you?

18          A.     2008.

19          Q.     Prior to the exposure, did you have any  
20     headaches or issues with headaches that were not  
21     migraines?

22          A.     Yeah, I mean, I had had headaches, but  
23     they weren't to that extreme. And I mean, every  
24     once in a while, I would have a migraine, but it  
25     would be like months and I might have a migraine

1 every six months or something like that.

2 Q. So is it fair to say you've dealt with  
3 headaches and migraines at least since 2008 and even  
4 prior to 2008 you had headaches? Is that fair?

5 A. Yeah, but I didn't take medication for it.  
6 Like I mean, it might have been once every six  
7 months or something. So I wouldn't have called it a  
8 problem prior to 2008.

9 Q. How about difficulty walking?

10 A. No.

11 Q. Seizures?

12 A. No.

13 Q. Have you ever been diagnosed with bipolar  
14 disorder?

15 A. No.

16 Q. Have you ever done any prior drug use, not  
17 prescribed medications?

18 A. No.

19 Q. Alcohol use?

20 A. No.

21 Q. You don't use alcohol?

22 A. Every once in a while. I might drink a  
23 drink once every two or three months.

24 Q. How about vision problems?

25 A. I had LASIX surgery 15 years ago.

1 Q. Any other vision problems?

2 A. I just recently went to Clemson Eye, and I  
3 couldn't see when I woke up. My vision was blurry.

4 Q. When was that?

5 A. It was sometime this year, I have no clue.  
6 I couldn't even tell you.

7 Q. Did they say what the issue was?

8 A. He told me that I had an astigmatism, and  
9 that he was going to give me some glasses. And by  
10 the time my glasses came in, my vision came back and  
11 it wasn't blurry anymore. So I called my  
12 environmental doctor, and she said she thought that  
13 it was cranial neuritis, which is inflammation  
14 caused by mold.

15 Q. Which doctor told you that?

16 A. Dr. Herbert, Bettina Herbert, my  
17 environmental doctor in Charleston.

18 Q. Cranial neuritis?

19 A. Uh-huh. And every once in a while, it's  
20 blurry, and then it's fine again. So I don't use  
21 glasses. I do have them, but I don't use them.

22 Q. Did Dr. Herbert actually see you when he  
23 told you that?

24 A. No, I explained to her what was going on.  
25 Told her that I woke up and my vision was blurry and

1 I freaked out, called a doctor, went to the doctor.  
2 He told me what I supposedly had, and then the next  
3 day I woke up and my vision was fine. So I had a  
4 phone conversation with her and told her what was  
5 going on, and she told me that's what she felt that  
6 it was. So if I wanted a clear diagnosis, then I  
7 could come in and see her.

8 Q. But she never examined your eyes?

9 A. She did not. She's not an eye doctor.  
10 But based upon her dealing with environmental stuff  
11 and mold, they felt like that was what was going on,  
12 especially as how my son just recently had a fungal  
13 infection in his eye and almost had to have a cornea  
14 transplant.

15 Q. So any other issues with your eyes, other  
16 than what we just discussed?

17 A. No.

18 Q. How about arthritis? Any issues with  
19 arthritis, prior to the alleged exposure?

20 A. No.

21 Q. Were you taking any medication on a  
22 regular basis prior?

23 A. No. I take nutritional supplements.

24 Q. How about motor vehicle accidents? Any  
25 motor vehicle accidents?

1           A.    I got in a wreck last June 2017. I hit  
2           somebody from behind going about 25 miles an hour.

3           Q.    You were at fault?

4           A.    Yes, I was looking at my GPS and not the  
5           road.

6           Q.    Were there any injuries as a result of  
7           that accident?

8           A.    No. And then prior to that in 2011 --  
9           hold on. January 1st, 2008, I think I got in a  
10          wreck. A guy ran in the back of me, hit me from  
11          behind.

12          Q.    Okay. Any injuries as a result of that  
13          accident?

14          A.    I don't think so. I think I ended up  
15          going to the hospital just to get checked out, but  
16          no, nothing bad.

17          Q.    Have you ever taken any medication or been  
18          treated for inflammation prior to?

19          A.    I've never taken any medication for any  
20          inflammation. I take a supplement to help with  
21          inflammation, an anti-inflammatory.

22          Q.    Have you ever been diagnosed with any  
23          heart condition?

24          A.    I have not.

25          Q.    You do take an anti-inflammatory?



1 A. Uh-huh.

2 Q. Is that a yes?

3 A. I've taken it for two years.

4 Q. And that's a supplement?

5 A. Uh-huh.

6 Q. Yes?

7 A. It's called Limitless.

8 Q. You have to say yes or no.

9 A. Sorry. Yes.

10 Q. That's not medication, that's a  
11 supplement?

12 A. That's just a supplement.

13 Q. Have you ever been diagnosed with any  
14 heart condition?

15 A. No.

16 Q. Have you ever been diagnosed with  
17 hypertension?

18 A. No.

19 Q. Diabetes?

20 A. No.

21 Q. Have you been treated for any  
22 psychological issues?

23 A. No. I went to Dr. Honick in Myrtle Beach,  
24 and I thought I had ADHD, and he actually gave me  
25 Vyvanse. I don't know, I think that might be

1 psychological. But it turns out I had mono, so I  
2 was having issues from that. But I took that  
3 medication for about four or five months and stopped  
4 completely, because it was not good.

5 Q. So no other treatment for psychological  
6 issues?

7 A. No.

8 Q. Prior to this, have you ever experienced  
9 dizziness?

10 A. No, not that I recall.

11 Q. Chronic cervical pain?

12 A. No. Cervical pain?

13 Q. Neck.

14 A. I mean with my migraines, yeah,  
15 definitely. But I mean, I don't really -- no, I  
16 don't think so. I mean, my migraines is what, you  
17 know, starts in my neck, and then I end up having a  
18 pain behind my eyeball, and then I get this massive  
19 pressure on my head, so I don't know if you would  
20 call it cervical.

21 Q. So no problem with neck pain?

22 A. No.

23 Q. Stiffness?

24 A. No.

25 Q. Swollenness?

1 A. No, other than being pregnant, I was  
2 swollen one time.

3 Q. Has anyone told you you had any nerve  
4 damage in any part of your body?

5 A. No.

6 Q. Lack of muscle control?

7 A. No.

8 Q. Fibromyalgia?

9 A. Yes.

10 Q. Tell me about that.

11 A. So I started taking Vyvanse, and then I  
12 started having issues --

13 Q. When was that?

14 A. That was maybe October of 2011. And I  
15 started taking that, then I started having issues  
16 with muscles. And so I found out that I had mono.  
17 Dr. Martin Carmichael diagnosed me with mono in  
18 January. And the doctor said that I -- because I  
19 continued to take the ADHD medicine, that it would  
20 just -- it was building up adrenaline in my system,  
21 and that my muscles would just constantly constrict,  
22 and so that's what was causing the fibromyalgia  
23 pain. So by May when I actually got pregnant with  
24 my daughter, Lilli, the doctors told me dealing with  
25 hormones, that it would either get better or worse,

1 and it completely went away. I didn't have any  
2 issues with that until after moving into the house  
3 at 618 Garden Rose Court.

4 Q. So no issues with fibromyalgia after 2012?

5 A. Yes, May of 2012.

6 Q. How about allergies? Do you have any  
7 allergies?

8 A. I mean, when I was nine, I stopped taking  
9 allergy shots, and I've never -- I haven't been to  
10 an ENT, I don't think, since until last September.

11 Q. So you had allergies prior to being nine  
12 years old and then --

13 A. Right.

14 Q. -- took allergy shots?

15 A. Right.

16 Q. And that resolved it?

17 A. Yes. I had four ear operations when I was  
18 born.

19 Q. You had four what?

20 A. Ear operations, I had tubes, and have  
21 never had any issues since nine.

22 Q. No ear infections?

23 A. No. That's why I went to the ENT last  
24 year. I thought that it was an ear infection,  
25 because I had vertigo.

1 Q. How about osteoporosis?

2 A. No.

3 Q. Asthma?

4 A. No.

5 Q. Breathing difficulties?

6 A. No.

7 Q. Other than the LASIX we talked about and  
8 your ear tubes, any other surgeries?

9 A. I had my gallbladder taken out at 13 and  
10 that was '95. And then I've had plastic surgery.

11 Q. What kind of plastic surgery?

12 A. A tummy tuck, breast implants, breast  
13 lift.

14 Q. When was that?

15 A. In 2005.

16 Q. Who did those surgeries?

17 A. Dr. Steven White, Carolina Coastal Plastic  
18 Surgery.

19 Q. All right. In February 2016 -- well, let  
20 me ask you this before I move on. Are there any  
21 medical issues or conditions that you had prior to  
22 the alleged exposure here that we have not  
23 discussed?

24 A. I don't think so.

25 Q. How did you find the house at 618 Garden

1 Rose?

2 A. Craigslist.

3 Q. And did you look at any other houses, or  
4 was that the only house you looked at?

5 A. That was it. I happened to be in  
6 Greenville, and it popped up on Craigslist. And I  
7 drove by the house and the people that were moving,  
8 I asked them if I could go look in the house,  
9 because we were living at Myrtle Beach, and I just  
10 happened to be here for the day. And I called Alpha  
11 Property Management, and I think that was the only  
12 one time I saw the house. I don't even -- I signed  
13 the paperwork before we even went back and looked at  
14 this house, I think.

15 Q. Okay.

16 A. My husband didn't even see it when I  
17 signed it.

18 Q. So you did go into the house before you  
19 signed the lease?

20 A. It was like eight o'clock at night and  
21 they were moving out. And all I did was kind of  
22 walk through the house -- asked them if I could look  
23 around, and I walked through the house, and went  
24 upstairs, and just walked and looked at the rooms,  
25 and went back downstairs, and left. And I think I

1 -- as I recall, I don't think I looked at the house  
2 again until I signed the paperwork and got the key  
3 from Alpha Property Management.

4 Q. Did you ask to look at the house begin?

5 A. I don't recall. I mean, I don't -- I have  
6 no clue. I mean, I remember going there and getting  
7 the key. I know Brandon -- I don't think we came  
8 down here again at all. We needed a big house and  
9 that was the -- that by far -- it was about five or  
10 \$600 cheaper than any other house I could find, and  
11 I thought I had gotten a really great deal. So I  
12 told Brandon, I was like, "We have to get this  
13 house." He didn't even see the house.

14 Q. Do you remember the names of the people  
15 who were renting before you?

16 A. Janine Swart. I don't know her husband's  
17 name. I didn't ask them their names to begin with,  
18 but I found out later. They had some mail or  
19 something that came to the house, and so they  
20 reached out to us.

21 Q. Did you ask them if they had any issues  
22 with the house?

23 A. I did not.

24 Q. Did you go in the basement at all?

25 A. I don't recall. I mean, I may have gone

1 downstairs to just open the doors and look, but -- I  
2 mean, I was in that house for less than five  
3 minutes.

4 Q. Is it the landlord's responsibility to  
5 make sure that you look at the house prior to  
6 leasing it?

7 A. I think it's the landlord's responsibility  
8 to notify you if there's mold in the house.

9 Q. That's not what I asked you. I'm asking  
10 you specifically about you say you signed the  
11 paperwork leasing the home after about a five-minute  
12 walk-through?

13 A. I didn't expect there was any issues with  
14 the house. I mean, this is only the second house  
15 I've ever rented in my lifetime.

16 Q. It's the third?

17 A. No, I rented a condo, so I've only rented  
18 two houses, and that was just a temporary, you know,  
19 six-month thing with the condo.

20 Q. But I guess what I'm hearing from you is  
21 the reason why you didn't perform a more thorough  
22 inspection or come back and inspect the house is  
23 because you needed it quickly, is that right?

24 A. We needed it quickly, and we were trying  
25 to move back from Myrtle Beach to here, and so we



1 wanted to move by February 1st, I believe. And I  
2 mean the house looked fine. I mean, when you do a  
3 five-minute walk-through or -- you know, the house  
4 looked fine. I didn't know what I was looking for  
5 to find issues. I've never dealt with --

6 Q. Did you ask Equinox if you could come back  
7 and look at this house in more detail?

8 A. Equinox didn't handle any of it. I didn't  
9 meet him until after that was done. We met with  
10 Alpha Property Management first. That's who I  
11 signed the paperwork from. And I may have went back  
12 and seen the house before, I don't remember.

13 Q. Do you recall asking the property manager  
14 if you could come back and look at the house again?

15 A. I don't. I didn't live here, so I was  
16 four hours away and my six kids were ready to get  
17 out of a three-bedroom condo, so I was trying to  
18 find the best possible house I could find. And when  
19 I found the price on that house was \$600 -- I think  
20 it was \$600 cheaper than any other home we could  
21 find, I just jumped on it, because I thought it was  
22 a great deal.

23 Q. Did you ask to have a home inspector come  
24 in the house at all and look at anything?

25 A. I assumed because Alpha Property

1 Management was handling it, that that was all taken  
2 care of. The prior house that we dealt with, we  
3 didn't deal with the landlord, it was done  
4 specifically --

5 Q. Again, I'm just asking -- we're going to  
6 be here a long time today.

7 MS. HINSON: Can I speak with her just a  
8 second?

9 MR. BACH: Sure.

10 MS. HINSON: Let me take you out in the  
11 hall.

12 (Whereupon a recess was taken.)

13 EXAMINATION RESUMED BY MR. BACH:

14 Q. We just took a break where you went in  
15 the hallway and talked with your attorney. I have a  
16 right to ask you, did you discuss the substance of  
17 your testimony with your attorney?

18 A. No.

19 Q. Okay. I understand that she just  
20 instructed you about answering the question that was  
21 asked. Is that correct?

22 A. Yes.

23 Q. So my question to you was did you have any  
24 sort of inspection or anything like that done of the  
25 property before you leased it?

1           A.    Not that I recall. I don't know if Alpha  
2   Property Management did. It seems like they told me  
3   that they did, I don't know. And then we did do a  
4   -- it seems like we may have done a walk-through  
5   after we signed the paperwork, I don't remember.

6           Q.    Prior to you leasing the property, did the  
7   house seem to be in good condition, to you?

8           A.    I mean, it seemed like a normal house,  
9   yeah.

10          Q.    Did it have any odors in it or funny  
11   smells?

12          A.    Not that I recall.

13          Q.    Did you notice any areas that appeared to  
14   be water damaged?

15          A.    I've never seen water damage prior to, so  
16   no, I didn't look. I wasn't -- that wasn't what I  
17   was there for. I was trying to find a place for my  
18   six kids to stay and have room, so I didn't look.

19          Q.    To your knowledge, did Equinox do anything  
20   to prevent you from doing a more thorough inspection  
21   prior to leasing the property?

22          A.    I didn't deal with Equinox, but no, I  
23   don't know.

24          Q.    Let's mark this as Exhibit 1.

25   (Whereupon, the court reporter marked Epps Exhibit

1 Number 1 for identification.)

2 EXAMINATION RESUMED BY MR. BACH:

3 Q. I just want to make sure that as we're  
4 here in the deposition today, you understand it's  
5 like you are on the stand at trial?

6 A. I understand.

7 Q. At a trial, you wouldn't be checking your  
8 phone --

9 MS. HINSON: Let me have the phone. If  
10 you need to look something up, just let us  
11 know, and we will be glad to let you do that,  
12 if you need to verify a date or some piece of  
13 information.

14 EXAMINATION RESUMED BY MR. BACH:

15 Q. I just handed you what's been marked as  
16 Defendant's Exhibit Number 1. This is the lease  
17 agreement between you and Equinox, LLC -- or you and  
18 Kathy Owens and Equinox, LLC. Have you seen this  
19 document before?

20 A. Yes.

21 Q. Is your signature on the last page of this  
22 document?

23 A. Yes.

24 Q. Well, third to the last page of the  
25 document?

1 A. Yes.

2 Q. And on the back of this lease agreement,  
3 there's a residential rental application. Did you  
4 review and complete that document?

5 A. Yes.

6 Q. Who is Kathy Owens?

7 A. One of my clients.

8 Q. Why did she sign this lease agreement with  
9 you?

10 A. I think -- I don't remember, but I think I  
11 needed her to -- I needed someone else to co-sign.

12 Q. Why didn't your husband co-sign?

13 A. Because my husband didn't have a job. We  
14 are self-employed.

15 Q. Did Kathy Owens -- or did -- she's  
16 actually listed as the applicant, you're listed as  
17 the co-applicant. Was she listed as the applicant,  
18 because she has better credit than you?

19 A. Yes.

20 Q. So it was an issue about credit?

21 A. Yes.

22 Q. Was she ever planning to live at the  
23 property?

24 A. No.

25 Q. Has she ever lived at the property?

1 A. No.

2 Q. If you look, the lease agreement contains  
3 an initial term of February 1st, 2016 through  
4 January 31st, 2017. Did you occupy the house on the  
5 day, the first day you could, or did you move in  
6 sometime thereafter?

7 A. I think we occupied it that day. It was  
8 not far from it, if it wasn't the 1st.

9 Q. And when you moved in, it was you, your  
10 husband, and your kids?

11 A. Yes.

12 Q. No one stayed behind and moved up later,  
13 correct?

14 A. No.

15 Q. What was the condition of the house when  
16 you first moved into it?

17 A. I mean, it seemed fine to me, it seemed  
18 normal.

19 Q. There were no issues that you noticed when  
20 you first moved into it?

21 A. Oh, yes, there was a water stain in the  
22 dining room when we first moved into it. And we  
23 were told that it was going to be resolved, and  
24 never was taken care of.

25 Q. Where in the dining room?

1           A.    When you -- it was in the middle, it was  
2   in the ceiling of the dining room, because I ended  
3   up having it painted the next year.

4           Q.    Okay. Any other issues you noticed when  
5   you first moved in?

6           A.    Not that I recall. I mean, I think there  
7   was a -- me and the guy walked through and he  
8   pointed out some stuff from Alpha Property  
9   Management, but I don't remember if we brought up  
10  anything else or he brought up anything else.

11          Q.    If you look at paragraph seven of your  
12  lease, do you see that "condition of the premises"?

13          A.    Yes.

14          Q.    It says -- and tell me if I'm reading it  
15  correctly. "The tenant" -- which is you and Ms.  
16  Owens -- "accepts premises and appliances in their  
17  present condition." Do you see that?

18          A.    Yes.

19                MS. HINSON: What page did you say you  
20  were on, Adam?

21                MR. BACH: It's paragraph seven.

22                MS. HINSON: Oh, I was looking for the  
23  page. Sorry.

24  EXAMINATION RESUMED BY MR. BACH:

25          Q.    "Failure to return a written report of

1 pre-existing conditions precludes the tenant from  
2 claiming any defect existed in the premises upon the  
3 tenant's initial occupancy." Do you see that?

4 A. I do.

5 Q. Did you ever give Equinox or the property  
6 management company any written report of  
7 pre-existing conditions?

8 A. I'm not sure.

9 Q. Do you recall? I mean, you haven't  
10 produced one in this case. Do you recall ever  
11 providing one to Alpha?

12 A. I don't know.

13 Q. If Alpha didn't have one, would that be  
14 sufficient to show that you did not provide one?

15 A. Unless I sent an e-mail. I'm not sure, I  
16 just don't remember.

17 Q. Do you still have all your e-mails from  
18 this time period?

19 A. I should.

20 Q. Have you searched your e-mail to see if  
21 there's anything like this?

22 A. No, I have not. I would be happy to look,  
23 but I don't, I just don't remember.

24 Q. If you had completed a written report,  
25 would you agree with me that based on the testimony



1 you just stated, that there would have been on there  
2 maybe a water stain in the ceiling of the dining  
3 room and nothing else?

4 A. I don't know, I don't, I don't remember.  
5 I mean, I have no recollection of that, period.

6 Q. Of what?

7 A. Of when we went to the house. I mean, all  
8 I remember is that I went and looked at this house  
9 for five minutes, and I came back for property  
10 management, we went back to the house. I know there  
11 was some issues, which I don't -- I know the water  
12 stain, but I don't remember anything else at that  
13 point.

14 Q. And you don't recall ever submitting a  
15 written report of a pre-existing condition?

16 A. I know he wrote some stuff down -- he had  
17 a pad and he wrote some stuff down, so I don't know  
18 if that would be considered written --

19 Q. Okay. Is it fair to say --

20 A. -- but I don't recall.

21 Q. Is it fair to say that it should be in  
22 Alpha Property's records, if there was such a thing?

23 A. I would think so, yes.

24 Q. Did you understand that you were accepting  
25 the premises in the condition it existed in at that

1 time?

2 A. No.

3 Q. Where it says, "Tenant accepts premises  
4 and appliances in their present condition," what did  
5 that mean, to you?

6 A. There were no noticeable, that I could  
7 tell -- I didn't realize there was mold in the  
8 house, so I wouldn't have been able to actually  
9 notify anyone if there was something wrong that I  
10 couldn't see that was in the walls of the house.

11 Q. Do you know if there was mold when you  
12 first moved in?

13 A. I didn't know that there was mold when I  
14 first moved in.

15 Q. But I'm asking when you first moved in in  
16 February 2016, do you have any knowledge of, or  
17 proof, or evidence that there was mold at that time?

18 A. There's e-mails from prior tenants, but I  
19 didn't know at that time that there was mold in the  
20 house. Had I known, I wouldn't have lived in the  
21 house.

22 Q. But as you sit here today, my question is  
23 do you have any knowledge? Are you saying prior  
24 tenants told you?

25 A. I had no knowledge that there was any

1 issues in the house, nor was I told by anyone that  
2 there were any issues in the house prior to moving  
3 in.

4 Q. And as a statement of fact, my question is  
5 were there any conditions? Do you have any proof or  
6 evidence that there were any conditions in the  
7 house?

8 A. I didn't have a mold test, so I wouldn't  
9 have known -- I couldn't see the mold, so I wouldn't  
10 have known if there was any issues.

11 Q. So you didn't know if there was mold in  
12 the house or not?

13 A. Correct, not at that time. Not at the  
14 time I signed this paper, I did not know that,  
15 because I hadn't been in -- I signed this paperwork,  
16 I believe, prior to us moving into the house and  
17 getting a key, so I think I had seen the house one  
18 time.

19 Q. The next paragraph down, it's in all bold  
20 caps, it says, "It is expected that the tenant will  
21 practice good housekeeping." Do you see that?

22 A. Yes.

23 Q. "Tenant agrees to maintain the premises in  
24 good, clean condition, excepting reasonable wear and  
25 tear." And then it goes on to say, "It is expressly

1 understood that the tenant will maintain, and at the  
2 tenant's expense, the following items:" And the  
3 first one is, "To keep sinks, lavatories, and  
4 commodes draining and operating properly." Do you  
5 see that?

6 A. Yes.

7 Q. Would you agree with me that it is the  
8 tenant's responsibility, under this lease, to keep  
9 the sinks, lavatories, and toilets all draining and  
10 operating properly?

11 A. That's what the lease says, yes.

12 Q. The next sentence deals with roots from  
13 sewer lines. And then the final sentence says,  
14 "Tenant must repair at tenant's expense stoppage or  
15 leakage for any other reason." Do you see that?

16 A. I do.

17 Q. So would you agree with me that it is the  
18 tenant's responsibility to repair sinks, lavatories,  
19 and toilets that are leaking?

20 A. To my knowledge, we didn't have sinks,  
21 lavatories, and commodes that were leaking. I  
22 contacted --

23 Q. That wasn't my question. My question was  
24 do you understand that it was your responsibility,  
25 under this lease, to repair stoppages or leakages in

1 any sinks, lavatories, or toilets?

2 A. Every time I e-mailed Mr. --

3 MS. HINSON: I'm going to object to the  
4 form of the question.

5 EXAMINATION RESUMED BY MR. BACH:

6 Q. You can still answer.

7 A. Every time I e-mailed Mr. Dreskin on any  
8 issues, he resolved them. He was the person -- he  
9 said he was going to have someone come out and fix  
10 it, so no, I didn't.

11 Q. What does, "Tenant must repair at tenant's  
12 expense stoppage or leakage for any reason," what  
13 does that mean to you?

14 A. I would assume, because I don't deal with  
15 plumbing, that if the water from a sink was coming  
16 out and I had to stop it like, I would understand  
17 that. Or if the toilet, it was overflowing, that I  
18 would make sure that that was stopped. So I don't  
19 really -- I don't really understand this sentence, I  
20 can tell you that much.

21 Q. Would you agree with me that it was also  
22 your responsibility if the toilet was leaking, to  
23 stop that?

24 A. If I knew the toilet was leaking, I would  
25 definitely stop it.

1 Q. Do you know how to turn a toilet off?

2 A. I do.

3 Q. Mr. Dreskin was not -- or Equinox or one  
4 of their agents was not at the house on a day-to-day  
5 basis, is that correct?

6 A. No.

7 Q. Well, the way I asked that, that is  
8 correct, correct?

9 A. That is correct, yes.

10 Q. So, in fact, if there was an issue with  
11 the plumbing, the only way that Equinox or one of  
12 their agents could know about an issue with the  
13 plumbing is if you reported it, is that correct?

14 A. Yes, and as soon as I noticed any issue  
15 with anything in the house, I e-mailed him.

16 Q. Is it possible that there was an issue  
17 with one of these items that went on for a period of  
18 time without you noticing?

19 A. I don't know.

20 Q. I'm just asking, is it possible?

21 A. That there was a toilet -- is it possible  
22 that what?

23 Q. That there was a leak or a drainage issue  
24 with one of the items listed in paragraph A that  
25 went on for a period of time without you knowing

1 about it?

2 A. Not that I could see, it wasn't  
3 noticeable.

4 Q. And if you didn't know about it, then  
5 would you agree with me there's no way for Equinox  
6 to know about it?

7 A. Well, the mold started, and then the floor  
8 started turning black, and I notified him  
9 immediately about it. And then it took over two  
10 months to get someone to come out to actually  
11 examine the problem.

12 Q. But without you notifying him, that's my  
13 question. So if there's a leak, for example --

14 A. Right, I notified him immediately.

15 Q. You would notify him. But he's not there  
16 on a day-to-day basis, correct, Equinox is not?

17 A. Right.

18 Q. There's no way for him, as the landlord or  
19 Equinox as the landlord, to know about a leak?

20 A. Correct.

21 Q. Or a drainage issue without you telling  
22 him, correct?

23 A. Correct.

24 Q. So if a leak or a draining issue that is  
25 described under paragraph A caused a problem in the

1 house or caused this leaking, and it was an ongoing  
2 leak and was the cause of the mold in the house,  
3 would you agree with me that there was no way for  
4 Equinox to know or correct that problem until you  
5 told them about it?

6 A. They were told about it.

7 Q. Okay. That's not my question.

8 A. Right, there would be no way, unless I  
9 told them.

10 Q. If you look at paragraph C, do you see  
11 that paragraph?

12 A. Yes.

13 Q. Okay. And this is continuing the things  
14 that it's expressly understood that the tenant will  
15 maintain at the tenant's expense. It says, "To  
16 repair any damage caused by tenant or tenant's  
17 guests to interior/exterior walls, electrical or  
18 plumbing fixtures." Do you see that?

19 A. Yes.

20 Q. So did you understand that it was your  
21 responsibility to repair any damage that you caused  
22 to any plumbing fixture?

23 A. Any damage that we have caused, yes, I  
24 understood that.

25 Q. During your time at 618 Garden Rose Court,



1 did you-all ever spend any money repairing or  
2 maintaining any plumbing fixtures?

3 A. Not that I'm aware. Every time we  
4 contacted Rick, he had someone come out to fix the  
5 issue. He would tell me that he would have his  
6 person come out.

7 Q. So in the year and a half that you-all  
8 lived there, you-all never personally paid for a  
9 plumber to come out to fix anything?

10 A. No, because he wanted to use his plumber.

11 Q. If you look at paragraph I, it says, "To  
12 repay landlord for the cost of all repairs made  
13 necessary by negligence or careless use of said  
14 premises." Do you see that?

15 A. I do.

16 Q. Did you understand that it was your  
17 responsibility to reimburse Equinox for any cost of  
18 repairs that were caused by your negligence or  
19 careless use of the property?

20 A. Yes.

21 Q. Did you ever repay Mr. Dreskin or Equinox  
22 for any repairs like that?

23 MS. HINSON: Objection as to form.

24 EXAMINATION RESUMED BY MR. BACH:

25 Q. You can answer.

1 A. He did not ask us to pay for anything but  
2 a plumbing bill for \$306.

3 Q. So prior to your falling out with Mr.  
4 Dreskin in October of 2017 or with Equinox in 2017,  
5 it sounds like he was fairly responsive and was  
6 actually sending people out to repair issues that  
7 may not have been his responsibility under the  
8 lease, is that fair?

9 A. No, that's not correct.

10 Q. Okay. What's not correct about what I  
11 just said?

12 A. There was a septic tank that overflowed, I  
13 think, three times in the house. So obviously, that  
14 had nothing to do with us. So his plumber came out  
15 to fix those issues.

16 Q. Why do you say it had nothing to do with  
17 you?

18 A. Because we came into the house, and there  
19 was an alarm going off, and the floor was covered in  
20 crap and pee.

21 Q. When was that?

22 A. I would have to look back through my  
23 e-mails, but it happened at least once in 2016 and  
24 it happened again in 2017, I think around June or  
25 May, something like that, it happened another time.

1 Q. Who was using the toilet facilities in the  
2 house when it happened?

3 A. No one was there.

4 Q. So the first --

5 A. I think we had been gone for a couple days  
6 and we came -- no, we actually had gone to church.  
7 We went to pick up the kids and my daughter ran  
8 upstairs and said that there was some sort of alarm  
9 going off. So we ran downstairs to figure out what  
10 it was, opened the door, and it was covered -- this  
11 much (indicating) water was just covered in crap and  
12 urine, I mean, it was disgusting.

13 Q. Who was occupying the house at that time?

14 A. Our family.

15 Q. Who was using the toilet?

16 A. Our family.

17 Q. And did you have people coming in for your  
18 business who was also using the toilets?

19 A. No.

20 Q. Was Equinox using the toilets?

21 A. No.

22 Q. How about prior to your occupation, who  
23 was using your toilets, do you know?

24 A. Prior to my occupancy?

25 Q. Yes.

1 A. The prior tenants.

2 Q. Okay. Was there any evidence that Equinox  
3 was ever using them?

4 A. I don't know.

5 Q. Did you-all, prior to the septic tank --  
6 or I think it's called the sewer lift pump, had  
7 you-all had any issues with it prior to that issue?

8 A. No.

9 Q. Do you have any evidence that any issue  
10 was reported to Equinox before that issue?

11 A. I don't recall.

12 Q. I'm not asking you to recall.

13 A. We didn't have an issue. I mean, we had  
14 an issue. And as soon as we realized it, I called  
15 him, and texted him, or e-mailed him immediately,  
16 because we couldn't stay in the house, it was  
17 horrible.

18 Q. And my question to you was, do you have  
19 any evidence that prior to that issue, that Equinox  
20 had any awareness of any problem with the sewer lift  
21 pump?

22 A. Not -- I can't remember if prior tenants  
23 had told me that there was issues.

24 Q. What was the issue? Do you know what  
25 caused the problem?

1 A. I have no clue. It just overflowed.

2 Q. Did anyone ever tell you what the problem  
3 was?

4 A. Rick told me that apparently someone cut  
5 the alarm off and that the sewer lift pump  
6 overflowed, but I have no understanding of why that  
7 happened the first or the second time, so...

8 Q. And given that you have no understanding  
9 of why that happened, would you agree with me that  
10 you don't know whether or not you or your family was  
11 the cause of it?

12 A. I don't know how we would be, but...

13 Q. But you don't know what caused it,  
14 correct?

15 A. I don't know what caused it.

16 Q. So you could have been?

17 A. Highly unlikely.

18 Q. You-all are the only ones using the  
19 toilets in the house, correct?

20 A. Yeah.

21 MS. HINSON: Let me understand the  
22 question. Are you asking her if she caused the  
23 lift pump to fail, is that what you're asking?  
24 I'm not understanding your question. Could you  
25 rephrase that?

1 MR. BACH: Madam court reporter, can you  
2 read back the last two or three questions?

3 EXAMINATION RESUMED BY MR. BACH:

4 Q. I'll ask it again. You told me earlier in  
5 your testimony that you don't know what -- no one  
6 ever told you what the cause was of the sewer lift  
7 pump failure, correct?

8 A. Right, and he just -- it just went bad, I  
9 mean, as far as I understand. I didn't speak to the  
10 plumber. The only person that we spoke to was Rick.

11 Q. And my question was, do you have any  
12 evidence or do you know whether or not you could  
13 have been a cause or your family?

14 A. No.

15 Q. And you'd agree with me that your family  
16 was the only people using it, you and your guests,  
17 the lavatories?

18 A. I agree that we were the only people using  
19 it, yes.

20 Q. If you look under "Rules and Regulations,"  
21 do you see that section?

22 A. Yes.

23 Q. It says that you agreed to abide by any  
24 homeowner's association rules and regulations if  
25 applicable. Do you see that?

1 A. No, but --

2 Q. It's under nine.

3 A. Yes.

4 Q. During your time at 618 Garden Rose, did  
5 you abide by the homeowner's association rules and  
6 regulations?

7 A. As far as I know.

8 Q. Were any notices ever issued to you-all,  
9 that you were in violation of the rules and  
10 regulations?

11 A. There was one.

12 Q. What was that about?

13 A. Parking.

14 Q. Okay. What was the issue?

15 A. They just -- the neighbors didn't like us  
16 parking in the cul-de-sac, so we dealt with it.

17 Q. Was there too many cars out there?

18 A. There was too many cars, yes.

19 Q. Was part of that was because people were  
20 coming and going from your business?

21 A. Yes.

22 Q. If you look under paragraph 13, do you see  
23 that paragraph?

24 A. Yes.

25 Q. Okay. It's "Non-Liability of Landlord"

1 provision. It says, "The tenant covenants that  
2 neither landlord nor his agent shall be liable for  
3 any damages or injury of the tenant, the tenant's  
4 guests, agents, employees or any person entering the  
5 premises or building of which the demised premises  
6 are a part, or to goods or equipment therein  
7 resulting from any defect in the structure or its  
8 equipment." Do you see that?

9 A. I do.

10 Q. Do you understand what that means?

11 A. I understand what it means.

12 Q. Okay. Do you understand that as part of  
13 this lease, you agreed that the landlord would not  
14 be liable to you or your guests for injuries to your  
15 -- any damage or injuries as a result of any defect  
16 in the structure or its equipment?

17 MS. HINSON: Objection as to form.

18 THE WITNESS: No.

19 EXAMINATION RESUMED BY MR. BACH:

20 Q. Okay. What did you understand this to  
21 mean?

22 A. I understand it to mean that if -- I mean,  
23 honestly, I don't -- if someone gets hurt on the  
24 property, like if someone were to fall, that he  
25 wasn't liable. I mean, that's what I understand



1 that to mean.

2 Q. Did you understand that it was your  
3 responsibility to timely pay rent on the first of  
4 every month?

5 A. Actually, we had an arrangement that I  
6 paid on the 1st and the 15th, and that had been  
7 going on for a while. And then prior to that, we  
8 had -- there was a couple months that I did not  
9 receive as much payment as I was supposed to, and we  
10 worked out a deal, I mean, that I would pay him  
11 back, and I did.

12 Q. Under paragraph three of the lease, it  
13 states that you're required to pay rent, and it says  
14 in all caps, "\$2200 in lawful money of the United  
15 States payable as follows: Rent is due in advance"  
16 and in all caps, "ON THE FIRST OF EACH MONTH." Do  
17 you see that?

18 A. I do.

19 Q. So in the terms of the lease, you're  
20 required to pay the rent on the 1st of each month,  
21 is that correct?

22 A. No, me and Rick worked it out afterwards.

23 Q. Is that what this says?

24 A. That's what that says, yes.

25 Q. And from your testimony, I'm understanding

1 you didn't always do that, is that correct?

2 A. No, and I worked directly with him to pay  
3 him, and we -- like the last four months, I believe,  
4 we paid on the 1st and the 15th, and that was the  
5 deal.

6 Q. Okay. Were there certain periods in time  
7 when your rent check was late?

8 A. Yes.

9 Q. Did he work with you on that?

10 A. He did.

11 Q. He didn't evict you?

12 A. He did not.

13 Q. He could have though, under the provisions  
14 of this lease, couldn't he?

15 A. I guess so.

16 MR. BACH: I've got a series of e-mails  
17 here. And unfortunately in litigation, the way  
18 the e-mails are produced, it makes them  
19 extremely difficult to mark them as an exhibit.  
20 I'm going to do the best I can. I believe  
21 these go more or less in chronological order,  
22 but there may be some instances where they are  
23 somewhat out of order. If you would, mark that  
24 as Exhibit 2.

25 (Whereupon, the court reporter marked Epps Exhibit

1 Number 2 for identification.)

2 EXAMINATION RESUMED BY MR. BACH:

3 Q. I just handed you an e-mail that you  
4 produced to us that is -- the first page is dated  
5 March 7, 2017, which I believe is forward -- it kind  
6 of goes forward and backwards, it kind of jumps  
7 around a little bit.

8 First of all, is this address,  
9 courtneywepps@yahoo.com, is that your e-mail  
10 address?

11 A. Yes, that's my personal e-mail.

12 Q. Okay. This e-mail is dated on -- if you  
13 flip to the last page, I'm going to start there.  
14 There is an e-mail from rick1@dreskin.net. And I'll  
15 just represent to you that that is my client, the  
16 owner of Equinox, to you and Kathy Owens. And it  
17 states -- this is March 6th, 2016. Do you see that  
18 e-mail?

19 A. Yes.

20 Q. It states, "Good afternoon. I know this  
21 is the first month for getting rent on 618 Garden  
22 Rose paid. Rent is due on the 1st, late after the  
23 5th. If you will get rent check delivered today, I  
24 will give an extra day of grace and not charge late  
25 fees." Do you see that?

1 A. Yes.

2 Q. So did you understand, by this e-mail,  
3 that your rent had not been paid as of the 6th of  
4 the month?

5 A. Yes, I knew that. We were out of town.

6 Q. Okay. And you moved in on February 1st,  
7 2016, correct?

8 A. Yes.

9 Q. So this is the first -- second month of  
10 your occupancy at 618, correct?

11 A. Yes.

12 Q. And your rent is late?

13 A. Yeah, we were out of town and I couldn't  
14 process the ATM. I had like a \$1500 limit on my  
15 debit card at that point.

16 Q. Was it your understanding that under the  
17 terms of the lease, that there was an exception for  
18 paying on the first day of the month if you were out  
19 of town or couldn't process the limit on the ATM?

20 A. No, I knew I had a late fee.

21 Q. But Mr. Dreskin actually waived that for  
22 you, correct?

23 A. I don't remember.

24 Q. That's what it says right there. "I'll  
25 give you an extra day of grace and not charge a late

1 fee." Do you see that?

2 A. Yeah, he probably charged me a late fee,  
3 but that's not what we're talking about today.

4 Q. All right.

5 A. I would have to go back and look.

6 Q. Well, if we looked at the records and he  
7 didn't charge you a late fee, would you agree that  
8 that was something that he was permitted to do and  
9 waive for your benefit?

10 A. Yes.

11 Q. In that e-mail in reply, you noted that  
12 you were -- what you just told me about the checks.  
13 And then you went on to say, "Can you please tell me  
14 when you're going to fix the bathroom so that I can  
15 take a bath in the bathtub."

16 A. That was the other problem.

17 Q. What was wrong with the bathroom, the  
18 bathroom with the bathtub?

19 A. I don't remember, but I do know I could  
20 not take a bath in that bathtub, and that was one of  
21 the reasons why I really liked that house was the  
22 bathtub. Brandon would have to elaborate. There  
23 was something wrong with it. He told me I couldn't  
24 use the bathtub.

25 Q. But you don't recall what it was?

1           A.    No, I don't know that he even told me.  He  
2   just told me that we couldn't use the bathtub until  
3   he did something.

4           Q.    When you say "he," you mean Equinox?

5           A.    Rick, yes.

6           Q.    You also said there was something wrong  
7   with the microwave.  What was wrong with the  
8   microwave?

9           A.    I don't remember, but one time the  
10   microwave sounded like an airplane taking off every  
11   time it was turned on.  And then another time the  
12   microwave stopped working completely, and he brought  
13   one to sit on the counter.

14          Q.    He replaced it?

15          A.    Yeah, a month and a half later, something  
16   like that.  It never got fixed.  Nothing ever got  
17   fixed on time.

18          Q.    What do you mean "on time"?

19          A.    When he said he was going to fix it.  So  
20   usually when we dealt prior with any issues with a  
21   prior rental company, they would handle it  
22   immediately, but it would be weeks or months before  
23   he would do anything, and I would constantly e-mail  
24   him back and forth.

25          Q.    When you said, "The refrigerator you gave

1 us was not working," what was wrong with the  
2 refrigerator?

3 A. I don't think it worked at all.

4 Q. It wasn't working at all?

5 A. Yeah, I don't think so.

6 Q. You said, "It has not worked since the day  
7 that you brought it." Did he bring it out while  
8 you-all were still there?

9 A. There was no -- when we moved in the  
10 house, we didn't realize it didn't come with a stove  
11 and refrigerator, so he brought us an old stove and  
12 a refrigerator, and that refrigerator didn't work.

13 Q. Okay. So when you moved into the house,  
14 the prior tenant had taken the stove and the  
15 refrigerator?

16 A. Yes.

17 Q. Is that --

18 A. I guess -- I don't know.

19 Q. That belonged to them?

20 A. (Witness nodding head.)

21 Q. Is that a yes?

22 A. Yes.

23 Q. But you assumed that that was --

24 A. It came with a stove.

25 Q. Okay. And a refrigerator?

1           A.     Yes. And we ended up buying a  
2 refrigerator, because he never fixed the one that he  
3 brought. So we put it out in the garage and left  
4 it.

5           Q.     And Mr. Dreskin brought you a refrigerator  
6 and a stove?

7           A.     He did. The refrigerator didn't work.

8           Q.     Is there anything under the lease that  
9 required him to do that?

10          A.     I'm not sure.

11          Q.     The next e-mail from him is Sunday, March  
12 6th, 2016. It states, "Truly I thought the bathtub  
13 was fixed now a month ago. I will ask after this  
14 and be right back to you - like tomorrow. I will  
15 have my appliance tech to call on you." Would you  
16 agree with me that he responded the same day  
17 concerning these issues?

18          A.     He did.

19                 MR. BACH: I'll mark this as Exhibit 3.  
20 (Whereupon, the court reporter marked Epps Exhibit  
21 Number 3 for identification.)

22 EXAMINATION RESUMED BY MR. BACH:

23          Q.     This is an e-mail of Monday, March 7th.  
24 This is the next day, and I think this concerns --  
25 well, let me ask you first, is



1 jbrandonepps@yahoo.com, is that your husband's  
2 address?

3 A. Yes.

4 Q. Technically, Rick is sending e-mails to  
5 someone named Phyllis concerning parking off the  
6 cul-de-sac. Is that the parking issue that we  
7 talked about?

8 A. Yes.

9 Q. So again, this is about a month after you  
10 moved in and the homeowner's association is  
11 complaining about the parking, is that correct?

12 A. Yes, sir.

13 MR. BACH: I'll mark this as 4.  
14 (Whereupon, the court reporter marked Epps Exhibit  
15 Number 4 for identification.)

16 EXAMINATION RESUMED BY MR. BACH:

17 Q. I've just handed you what's been marked as  
18 Exhibit 4. Actually, these are two e-mails that are  
19 stapled together. I think the back page though must  
20 have been the same subject line -- well, no, I don't  
21 see these are related at all. Actually, if you'll  
22 separate that. I don't think I have any questions  
23 for you.

24 MS. HINSON: Exhibit 4 is the top page or  
25 the bottom?

1 MR. BACH: That's the top page, and my  
2 questions are on the bottom page. So let me  
3 just mark this 5.

4 (Whereupon, the court reporter marked Epps Exhibit  
5 Number 5 for identification.)

6 EXAMINATION RESUMED BY MR. BACH:

7 Q. Exhibit 5 is an e-mail from June 13th,  
8 2016 and it's from Brandon to Rick. It says, There  
9 is something wrong with the air conditioner here. I  
10 went upstairs, but I don't see the problem. It's  
11 been going on for three weeks. We believed it was  
12 just us." Do you see that?

13 A. Uh-huh.

14 Q. Okay. Do you know what he's talking  
15 about?

16 A. Yes.

17 Q. What was going on there?

18 A. Well, the air-conditioning guy told us  
19 that Rick -- the units that Rick bought were too  
20 small for the house, and that he didn't have enough  
21 ventilation in the house, and it was causing -- like  
22 it was both summers that we lived there, we could  
23 not get the air-conditioning down below 87.

24 Q. Which air-conditioning guy told you this?

25 A. I don't know the name of his

1 air-conditioning company, but the guy -- there was  
2 two different times, that I recall, that the same  
3 company came and said that literally, the units were  
4 too small, that he needed to spend the money and  
5 upgrade the units, and that he didn't put enough --  
6 there wasn't enough vents in the house, and that's  
7 what was causing all the issues.

8 Q. Did Equinox build the house, to your  
9 knowledge?

10 A. They finished the house. I don't know  
11 what part of the house they did.

12 Q. Okay. Did the air-conditioning issue get  
13 repaired?

14 A. No, never.

15 Q. Was it an issue during your entire time  
16 there?

17 A. During the entire time. It like stopped  
18 working a couple times, and he had his guy come out.  
19 And we ended up getting a window unit for our  
20 bedroom to help offset the one -- the \$700 a month  
21 electric and water bill, because it was sky high,  
22 because the ventilation was not properly done, but  
23 it was so hot, we couldn't -- it was horrible.

24 MR. BACH: All right. Let me mark this

25 Exhibit 6.

1 (Whereupon, the court reporter marked Epps Exhibit  
2 Number 6 for identification.)

3 EXAMINATION RESUMED BY MR. BACH:

4 Q. Let me hand you what we've marked as  
5 Exhibit Number 6. This is an e-mail chain. It  
6 looks like it's related to the same thing dated July  
7 2016. Do you see that?

8 A. Yes.

9 Q. Okay. This is from Brandon Epps to Rick  
10 -- I'm sorry, looking at the second page, Monday,  
11 July 4th, it says, "Rick, the AC guy came out last  
12 week and worked on the units. He said some were  
13 dirty and may need to be gassed, and that if  
14 conditions doesn't improve to shoot you a message to  
15 send them back out. They have not improved. I  
16 tried to explain to him that there seems to be no  
17 air conditioning coming from the vents in certain  
18 rooms and others seem to work well." Do you see  
19 that?

20 A. Uh-huh.

21 Q. Is that yes?

22 A. Yes.

23 Q. It looks like you sent an e-mail on June  
24 13, 2016 complaining about the air-conditioning, and  
25 Rick had someone out the week before July 4th, so

1 about a week and a half later, is that about right?

2 A. No, that would be over two weeks'  
3 difference in the time frame.

4 Q. Do you know if Equinox contacted someone  
5 to come out immediately after your e-mail? Do you  
6 have any idea what caused the time frame?

7 A. No clue.

8 Q. Could it have been the busyness of the AC  
9 company. Do you think AC companies in the South --

10 A. Any AC company could get -- if there was  
11 no air-conditioning at all, almost any AC company  
12 would come out immediately.

13 Q. Do you think AC companies are particularly  
14 busy in the South in the summer?

15 A. They are, but they usually turn around  
16 within 24 to 48 hours.

17 Q. How do you know that? What's that based  
18 on, what you just said?

19 A. Because I know AC companies, and I have  
20 friends that own AC companies.

21 Q. And you-all have had specific  
22 conversations about the turnaround time for work in  
23 the summer?

24 A. That is -- I mean, you can get some AC  
25 company out within an hour.

1 Q. It says that when the guy came out and  
2 worked on the units, he just said that some were  
3 dirty and may need to be gassed, is that correct?  
4 Is that what he was told?

5 A. That's what he said.

6 Q. It looks like Rick responded the same day  
7 e-mailing somebody named Daniel with the AC company.  
8 This is an hour and 30 minutes later he e-mails  
9 Daniel and asks him to call you and see what else  
10 should be done. Do you see that?

11 A. I do.

12 Q. Did he call you-all?

13 A. I don't remember. I think Brandon was  
14 handling all of this, so he's the one that e-mailed  
15 him.

16 Q. And then it looks like at the top of that  
17 page on Exhibit 6, the next day, it says, "Daniel  
18 says he will be there tomorrow morning." Do you see  
19 that?

20 A. Yes.

21 Q. Okay. So June 14th, 2016, you alert  
22 Equinox to an issue, they have somebody out there  
23 the last week of June it appears, that doesn't solve  
24 the problem. You e-mail saying it doesn't solve the  
25 problem. An hour and 30 minutes later he contacts

1 his AC guy and gets him out there the next day. Is  
2 that a fair timeline?

3 A. Yes.

4 (Whereupon, the court reporter marked Epps Exhibit  
5 Number 7 for identification.)

6 EXAMINATION RESUMED BY MR. BACH:

7 Q. I hand you what's been marked as Exhibit  
8 7. This is an e-mail chain dated in 2016 and it  
9 concerns issues with the HOA. Do you see those?

10 A. Yes.

11 Q. First one is to you and -- it kind of  
12 jumps all over the place. But if you go to the  
13 second page at the bottom, there is an e-mail July  
14 16, 2016 at 8:02 a.m. Do you see that?

15 A. Yes.

16 Q. Okay. It states, "I have not seen a  
17 response from you all about the HOA letter. Please  
18 include me in anything you have to communicate with  
19 them." Do you recall what that HOA letter was  
20 about?

21 A. Yeah, we received something about  
22 operating a business in our home. And I contacted  
23 the HOA directly, and they said that you're  
24 perfectly fine to operate a business. And they just  
25 asked that we would park the cars at the poolhouse,

1 and that's what we did.

2 Q. It looks like you-all sent an e-mail to  
3 Rick that kind of gives him some indication of what  
4 the letters were about. It says, "We do have a  
5 home-based business." It goes through all your  
6 home-based businesses. It then goes through all the  
7 people who come by your house on a weekly or daily  
8 basis. "We have friends, family, children's friends  
9 (six children mind you), housekeepers, lawn  
10 maintenance, babysitters, and others that come to  
11 our house socially." Do you see that?

12 A. Yes.

13 Q. Then it talks about parking. Do you see  
14 that?

15 A. Yes.

16 Q. And then it goes on to talk about -- well,  
17 specifically, it just talks about parking, is that  
18 correct?

19 A. Yes.

20 Q. If you look at the first page, this is Mr.  
21 Dreskin's response to that e-mail. Do you see that?  
22 It says, "Brandon, you were copied"?

23 A. Yes.

24 Q. In that e-mail, it says -- essentially, it  
25 had a copy of a PDF and then it says, "You do have



1 all the rights of a homeowner based on your lease.  
2 Also I stand by you in any legal activity." Do you  
3 see that?

4 A. Yes.

5 Q. So Mr. Dreskin was standing by you-all,  
6 even though he is repeatedly being contacted by the  
7 HOA about your activities at the house?

8 A. Probably because I told him before we ever  
9 moved into the house that we were -- we had a  
10 home-based business and that we would have people at  
11 our home.

12 Q. Okay. My questions was, he's standing by  
13 you-all, is that correct?

14 A. Yes.

15 Q. Even though he's been contacted twice by  
16 the HOA about your activities?

17 A. Yes.

18 (Whereupon, the court reporter marked Epps Exhibit  
19 Number 8 for identification.)

20 EXAMINATION RESUMED BY MR. BACH:

21 Q. I've just handed you what's been marked as  
22 Exhibit Number 8. This is an e-mail -- actually,  
23 this is two separate e-mails. If you would give me  
24 that back real quick, I'm going to separate these.

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

1 Q. The first one is an Exhibit 8, and this is  
2 an e-mail from Rick to you. This is August 11th,  
3 2016, at 11:07 p.m. Rick e-mails you and states  
4 that, "I have not heard back from you about NSF  
5 check. Kindly be in contact ASAP." I'll represent  
6 to you that NSF stands for "Not Sufficient Funds."  
7 And then it looks like Brandon replied and said, "I  
8 had received an e-mail for an overdraft. I called  
9 the bank to find out what happened and apparently we  
10 had a draft and a deposit come out of that account  
11 on the same day. I guess that is when the check was  
12 run. That account has not went under \$2400 and  
13 remains that way. I called the bank and they  
14 apologized." So just to clarify here, it looks like  
15 you-all provided Rick a check that was returned "Not  
16 Sufficient Funds" sometime around August 11, 2016,  
17 is that correct?

18 A. Correct.

19 Q. Did Rick evict you-all?

20 A. No, we paid him immediately.

21 Q. So even though the rent check was late, he  
22 accepted your payment and did not commence eviction  
23 proceedings, is that correct?

24 A. Correct.

25 Q. Do you know if he charged you a late fee?

1 A. I'm sure he did, probably two.

2 Q. Did he have a right to charge you a late  
3 fee, under the lease?

4 A. I don't really recall reading the lease  
5 exactly how he's supposed to charge late fees, but  
6 he has charged an exorbitant amount of late fees,  
7 and I didn't receive invoices very often, so...

8 Q. Looking at Exhibit 1, it says, "A late  
9 charge of \$50 will be charged after the 5th day  
10 following and on the 10th day following an  
11 additional \$50 late fee will be charged." So he did  
12 have a right to charge you a late fee on the 5th and  
13 on the 10th, is that correct.

14 A. That's what it says.  
15 (Whereupon, the court reporter marked Epps Exhibit  
16 Number 9 for identification.)

17 EXAMINATION RESUMED BY MR. BACH:

18 Q. I hand you what's been marked as Exhibit  
19 10 -- or is that 9?

20 A. It says 9.

21 Q. That's the second page. This is an e-mail  
22 from Brandon to Rick, September 15, 2016, and it  
23 concerns a mailbox being broken over. Do you recall  
24 this?

25 A. Yes.

1 Q. Okay. What happened?

2 A. The garbage truck driver backed up over  
3 the mailbox and demolished the mailbox.

4 Q. Okay. And it looks like Rick responded.  
5 You agree that wasn't Rick's issue, correct?

6 A. Yeah, it was the garbage company's issue.  
7 They handled it. But I didn't know where to get --  
8 I think it had to do with the actual signs. I  
9 didn't know where to get the signs.

10 Q. And Rick responded four hours later to  
11 your concern, is that correct?

12 A. Yes.

13 (Whereupon, the court reporter marked Epps Exhibit  
14 Number 10 for identification.)

15 EXAMINATION RESUMED BY MR. BACH:

16 Q. I hand you what's been marked as Exhibit  
17 10 -- wait a minute. Is that 10?

18 A. This is 10.

19 Q. I've just handed you what's been marked as  
20 Exhibit 10. This is e-mail from Brandon to Rick  
21 dated Thursday September 29, 2016. It has,  
22 "Microwave Measurements 618 Garden Rose," and it has  
23 width, height, and depth. And then it says, I have  
24 checked on the spigot a couple times today and  
25 everything seems to be fine. I haven't seen any

1 links." I assume he means leaks. Do you know what  
2 he's talking about?

3 MS. HINSON: Objection as to foundation.  
4 EXAMINATION RESUMED BY MR. BACH:

5 Q. Do you have any idea what he's talking  
6 about?

7 A. Yes. So where the microwave was messed  
8 up, he was supposed to bring us another one. And  
9 then outside on the left-hand side of the house,  
10 there was a spigot that just busted and exploded  
11 with water, so we called him immediately.

12 Q. Do you think your husband meant in the  
13 last sentence there, "I haven't seen any links," do  
14 you think he meant "leaks"?

15 A. I do.

16 Q. And on the microwave measurements, was it  
17 your understanding that Rick was required to provide  
18 you-all with a microwave in the house?

19 A. Yes.

20 Q. Based on what?

21 A. There was a microwave in the house when I  
22 moved in.

23 Q. Is it your understanding that landlords  
24 typically provide appliances for their tenants?

25 A. Landlords typically provide for not

1 usually the refrigerator, but they always provide a  
2 microwave and a stove, especially when it's fixed  
3 inside of a --

4 Q. Why do you say always?

5 A. Because I have three real estate agents  
6 that are my clients, and I've never known a house  
7 not to come with a refrig -- I mean, a stove and  
8 microwave.

9 Q. Do you think that's required by law?

10 A. I don't know. I haven't checked into it.

11 Q. If it's not required by law and it's not  
12 required under your contract, what would obligate  
13 Rick to provide you-all with a microwave?

14 A. It's his home, it's not my microwave. It  
15 had a microwave when we moved in, and it had a stove  
16 when we saw the house, so I assumed that we would  
17 have a stove and a microwave when I rented the  
18 house.

19 Q. So it was based on your assumption?

20 A. Correct.

21 (Whereupon, the court reporter marked Epps Exhibit  
22 Numbers 11 and 12 for identification.)

23 EXAMINATION RESUMED BY MR. BACH:

24 Q. This was marked as Exhibit 11. This is an  
25 e-mail dated November 3rd. It says, "I am extremely

1 disturbed with you bringing a countertop microwave  
2 and dropping it off." This was from your husband.  
3 Can you tell me what this is about?

4 A. He brought a -- so we have a microwave  
5 that was above the stove that had a cabinet built  
6 around it, and he went and bought a regular  
7 microwave and for us to put it on the counter, so...

8 Q. So is it your understanding or assumption  
9 that not only is Rick required to provide you with a  
10 microwave, he's required to provide you with a  
11 certain type of microwave?

12 A. I believe that what was in the house, when  
13 I signed the lease, would be still in the house  
14 continuing, yes, I do believe that. Yes.

15 Q. So it wasn't just -- because he brought  
16 you a microwave, but it wasn't the kind you-all  
17 wanted, you wanted one that was installed, correct?

18 A. The same as what we had.

19 Q. And then Rick actually said, "Does new  
20 microwave not fit? Keep box. I said to dispose of  
21 nonworking microwave." So it appears that this  
22 microwave was supposed to fit in the space, do you  
23 know?

24 A. No, it was a countertop microwave.

25 Q. I'm not exactly sure why this is, but the

1 only -- the previous part of this e-mail chain is  
2 something we've already reviewed, but there's an  
3 e-mail there at the top that sort of jumps in on  
4 10-15-16 concerning the microwave. It says, "I  
5 dropped off check. Please replace my microwave now  
6 It's in the box. It's been three weeks since we  
7 have not had a microwave." Do you see that?

8 A. Yes.

9 Q. Was that concerning the same issue with  
10 the microwave?

11 A. It was. It seemed that every time he  
12 would withhold all of our issues and not resolve  
13 them until he got a check, because he was always  
14 asking for money.

15 Q. Okay. But it's not that you didn't have a  
16 microwave?

17 A. We didn't have a microwave, it didn't  
18 work.

19 Q. Well, you had a microwave that was in the  
20 box still, but that you didn't take out of the box,  
21 correct?

22 A. No, this was -- November 3rd is when we  
23 got the microwave, or around, and this was October  
24 15th when it had still been three weeks. So we  
25 didn't have a microwave from September of 2016 until



1 November.

2 Q. What did you mean by, "it's in the box"?  
3 What does that mean?

4 A. He has a box, he has like a metal box, and  
5 I would go and drop off the check in the mailbox.

6 Q. So you were saying that the check was in  
7 the box. You said, "I dropped off check. Please  
8 replace my microwave now. It's in the box." You  
9 weren't talking about the microwave being in the  
10 box?

11 A. Right, that was the check, because he said  
12 leave check in white box at top of driveway.  
13 (Whereupon, the court reporter marked Epps Exhibit  
14 Number 13 for identification.)

15 EXAMINATION RESUMED BY MR. BACH:

16 Q. This is Exhibit 13. This is an e-mail  
17 from you to Rick on November 30th of 2016. The  
18 subject says, "Rent." Do you see that?

19 A. Yes.

20 Q. And it says, "I apologize but on the 13th  
21 my car was totaled. I will have you a check on  
22 Monday and I am so sorry. Our income the month of  
23 October and November dropped about \$3400  
24 unexpectedly and I am desperately trying to catch  
25 up. I will try to pay you some each week until I

1 can get you caught up." Did you see that?

2 A. Yes.

3 Q. So you were behind on rent again?

4 A. I'm not sure if it was coming up for  
5 December 1st, I'm not sure, but yes, we were behind  
6 -- around that time is when we were behind. Yes.

7 Q. And you said, "I will try to pay you some  
8 each week until I can get you caught up." Is that  
9 because you were behind?

10 A. Yes, I'm sure.

11 Q. So this is now the third time since you  
12 moved in in February that you've been either late  
13 with your rent payment or behind on it, correct?

14 A. Correct.

15 Q. Did he evict you?

16 A. He did not.

17 Q. Could he have, under the lease?

18 A. Yes, he could have.

19 MR. BACH: Let's take a break.

20 (Whereupon, a recess was taken.)

21 (Whereupon, the court reporter marked Epps Exhibit  
22 Number 14 for identification.)

23 EXAMINATION RESUMED BY MR. BACH:

24 Q. This is an e-mail from Mr. Dreskin to you  
25 and Brandon dated December 20th, 2016. "Tell me the

1 story on remainder of December rent or December  
2 rent. Without payment real soon you will have to  
3 leave." And if you flip to the next page, there is  
4 an attachment that shows the balance outstanding.  
5 Do you see that?

6 A. Yes.

7 Q. So as of December 20th, 2016, and then  
8 actually it looks like then after Christmas on  
9 December 27th, 2016, he sends you another e-mail  
10 saying, "Am I really going to have no payment or  
11 response," because as of that date, you were behind  
12 and had not paid some or all of November and  
13 December rent?

14 A. If you'll notice that he stopped e-mailing  
15 me, he e-mailed the wrong e-mail, so I wasn't  
16 getting these e-mails and Brandon doesn't check  
17 e-mails.

18 Q. It looks like the first one is to you.

19 A. The first one I did get. I don't recall  
20 if I responded or not.

21 Q. Okay. Were you, as of December 27th,  
22 still had not paid November or December rent?

23 A. I think so. To the best of -- I recall --  
24 I mean, yeah, we were really behind. We lost a lot  
25 of income.

1 Q. And he didn't evict you?

2 A. He did not.

3 Q. But he could have?

4 A. I guess so, yes.

5 (Whereupon, the court reporter marked Epps Exhibit  
6 Number 15 for identification.)

7 EXAMINATION RESUMED BY MR. BACH:

8 Q. I've marked this as Exhibit Number 15. It  
9 looks like this is a response from you to Rick  
10 saying, I am hoping to pick up checks from clients  
11 on Friday or Monday so I will have the remainder of  
12 December rent to you then." "We should be back on  
13 track by January 15th." Do you see that?

14 A. Yes.

15 Q. "Again I apologize and wanted to let you  
16 know that we plan to continue to stay in the house  
17 and would like to extend our lease or do a month to  
18 month basis." Do you see that?

19 A. Yes.

20 Q. So the lease term was coming due, is that  
21 right?

22 A. Yes.

23 Q. And in fact, it ran on January 31st, 2017?

24 A. Yes, sir.

25 MR. BACH: Let's take a little break.

1 (Whereupon, a recess was taken.)

2 EXAMINATION RESUMED BY MR. BACH:

3 Q. We were just looking at Exhibit 15, and it  
4 concerns the late payments. I can't remember where  
5 I left off, but it looks like you were hoping to  
6 pick some checks up and that you would hope to be  
7 back on track with payments by January 15th. Is  
8 that correct?

9 A. Correct.

10 Q. And he didn't evict you?

11 A. No.

12 Q. But he could have?

13 A. Yes.

14 Q. And then you go on to say, "Again I  
15 apologize and wanted to let you know that we plan to  
16 stay in the house and would like to extend our lease  
17 or do a month to month basis." So you-all liked the  
18 house?

19 A. We couldn't find anything anywhere near  
20 the price. I mean, that was -- we were stuck there.

21 Q. Okay. But you wanted to stay?

22 A. We had to stay. There was no option. We  
23 needed to be in Riverside school district, because  
24 we had planned on our kids going back to school. It  
25 was the only house we could find, and again, it was

1 \$500 to \$600 less than any other house that I could  
2 find.

3 Q. It was your personal circumstances that  
4 made you want to stay?

5 A. We didn't want to stay, we had major  
6 issues with Rick, but we were -- there was no other  
7 house that we could afford at the time.

8 Q. Did you have to sign an extension of the  
9 lease?

10 A. He didn't give us an extension of the  
11 lease.

12 Q. Well, did you stay past January 31st,  
13 2016?

14 A. We did.

15 Q. On a month-to-month basis?

16 A. Yes.

17 Q. Did he have to let you do that?

18 A. No.

19 Q. Did you ask him to do that?

20 A. Other than sending this. I mean, this is  
21 what I sent.

22 Q. And in your words, this was your request  
23 to Rick at least?

24 A. Yes, we just continued making payments.

25 Q. You weren't prisoners of Rick? I mean,

1 you asked about staying, correct?

2 A. We had no other option.

3 Q. But that's your personal issue. What I'm  
4 asking you is you asked Rick -- he could have thrown  
5 you out on January 31st, 2017, correct?

6 A. Yes.

7 Q. And that was the end of the lease,  
8 correct?

9 A. Yes.

10 Q. And you could have left by then, correct?

11 A. Yes.

12 Q. And just washed your hands of the place?

13 A. Yes.

14 Q. But you didn't want to, you wanted to  
15 extend the lease, according to this e-mail?

16 A. Yes, because we had no other financial way  
17 around it. Yes.

18 Q. And then, in fact, you stayed for another  
19 ten months, correct?

20 A. We stayed for eight months.

21 Q. You stayed until, you told me earlier,  
22 October 17th?

23 A. So February 1st to October 17th.

24 Q. Well, I'm going from this e-mail. You  
25 stayed about another ten months, correct?

1 A. Yes.

2 (Whereupon, the court reporter marked Epps Exhibit  
3 Number 16 for identification.)

4 EXAMINATION RESUMED BY MR. BACH:

5 Q. I hand you what I've marked as Exhibit  
6 Number 16. This is an e-mail that begins -- if you  
7 look on Sunday, January 1st, go to the last page.  
8 I'm sorry, this is December 28th. This appears to  
9 be a continuation of the previous e-mail chain. He  
10 says, "Thank you for your check," and the note  
11 below, and the note is the one we just looked at  
12 where you stated you would like to extend the lease.  
13 It says, "I'm missing a November rent payment." It  
14 says, " I really need the November payment  
15 expeditiously." And then it looks like on the next  
16 page, he e-mailed you and Brandon Friday, December  
17 30th. It says, "My bank sent me this note when I  
18 deposited your recent check." It's essentially  
19 saying there was a hold on the check. Do you see  
20 that?

21 A. Yes.

22 Q. Why was there a hold on the check?

23 A. I have no clue. That's not my bank.  
24 There wasn't a hold on the check at my bank.

25 Q. If you go to the next page, Sunday,



1 January 1st, flip to the next page, it's an e-mail  
2 from Rick to you saying, "Regarding the recent  
3 payment you made: my bank is telling me that your  
4 checking account has been frozen and the check will  
5 likely not be paid." Do you see that?

6 A. That was not correct.

7 Q. Well, look at what Brandon says next  
8 before you say that.

9 A. Oh, sorry. You're right. There was some  
10 fraudulent activity and they shut down -- yeah, so I  
11 went into the bank, they had some charges that came  
12 out of our account. They apparently shut down the  
13 entire account and froze everything, and they gave  
14 us a new bank account, as far as I remember, and we  
15 instructed them to pay that check, so I guess that's  
16 why they put the hold on there.

17 Q. Was that you-all's issue?

18 A. No, it was fraudulent -- we had --

19 Q. But I mean, it was an issue with your bank  
20 account, correct?

21 A. Yes, fraudulent issues. Yes.

22 Q. That wasn't Equinox's fault, right?

23 A. No, I don't guess so. But every day that  
24 I deposit money in the bank, they hold a certain  
25 amount of that check, and then give me the rest of

1 it tomorrow.

2 Q. All right. And then the next e-mail is  
3 from January 1, 2017 saying from Brandon, it says,  
4 "I will have the remainder of December rent tomorrow  
5 and will have half of January by the 5th and the  
6 remainder by the 15th. As for November, please let  
7 me know what deduction we're entitled to because of  
8 the sewage backup destroying over \$1,000 in  
9 electronics, five years of tax documents." Do you  
10 see that?

11 A. Yes.

12 Q. "The house was unlivable for two days."  
13 Then it says, "Let me know what you deem is fair and  
14 we will abide by that." Do you see that?

15 A. Yes.

16 Q. So what is this referencing?

17 A. When the septic tank backed up, I guess  
18 that was in November, we lost -- I mean, we stored  
19 tons of stuff in that one room. Like even my  
20 wedding dress was in that room. And so it was  
21 covered in crap and urine, so we asked that he give  
22 us a deduction in rent seeing as how we lost all of  
23 this stuff in our house, and he gave us a discount  
24 --

25 Q. So --

1 A. -- all the stuff in that room.

2 Q. Your wedding dress was down there?

3 A. Uh-huh, my wedding dress, I had five  
4 years' worth of tax documents down there, I mean, we  
5 had a bed in that room, we had tons of stuff.

6 Q. And is this -- again, I won't go through  
7 all the questions, but again, you-all don't know the  
8 cause of the sewer system backup, correct?

9 A. I did not speak to the plumber, no.

10 Q. And the only people living there and using  
11 the house, and the toilets, and the sewage system  
12 were you-all?

13 A. Correct.

14 Q. It said that Rick responded the same day  
15 and said that he would extend a discount of \$800 for  
16 the misfortune. "I am still looking for an  
17 explanation of the disconnected alarm on the sewer  
18 lift pump." Do you see that?

19 A. Yes.

20 Q. So he gave you an \$800 discount, is that  
21 right?

22 A. Yes.

23 (Whereupon, the court reporter marked Epps Exhibit  
24 Number 17 for identification.)

25 EXAMINATION RESUMED BY MR. BACH:

1 Q. I've marked this as Exhibit 17. This is  
2 an e-mail from you dated February 6th, 2017. It  
3 says, "Hi, Rick, we have a couple issues here at the  
4 house that need to be addressed namely the stove  
5 top. It is malfunctioning." "We have a toilet on  
6 the first floor that will not flush without holding  
7 the handle down, which is aggravating for guests."  
8 Do you see that?

9 A. Yes.

10 Q. Also, the faucet in the master bath has  
11 started dripping hot water. I turned the hot water  
12 on it, but it needs to be fixed. I would like to  
13 try to fix the microwave or solve the problem with  
14 it. The microwave you bought works fine, but the  
15 old one is over the stove which provides light and a  
16 fan when cooking, now we have neither of those." So  
17 were you-all using the one on the counter?

18 A. Yes.

19 Q. It looks like Rick responded and said,  
20 "Interior plumbing is yours to fix." Do you see  
21 that?

22 A. Yes.

23 Q. It says, "That is pretty clear in the  
24 lease."

25 A. Yes.

1 Q. So when it came to the issue with the  
2 toilet on the first floor that's not flushing  
3 without holding the handle down and the faucet in  
4 the master bath dripping water, these are your  
5 issues?

6 A. It was just dripping out of the sink.  
7 Like it was just -- the water wouldn't stop dripping  
8 out of the faucet into the sink.

9 Q. His response wasn't to come repair that  
10 issue, his response was that it's you-all's to fix.

11 A. I get it.

12 Q. Is that correct?

13 A. Yes, anything that we can see, I  
14 understand that.

15 Q. Is that toilet on the first floor that  
16 would not flush without holding the handle down, is  
17 that the same toilet that later on there were  
18 pictures taken showing the floor was wet underneath?

19 A. Yes.

20 Q. And then on the microwave, he says, "If  
21 you want to find a built-in to replace the unit that  
22 no longer works or if you want to repair the unit,  
23 send me prices or price estimates and we can  
24 discuss." Do you see that?

25 A. Yes.

1 Q. Did you read that as he was willing to  
2 discuss fixing that issue?

3 A. Correct.

4 (Whereupon, the court reporter marked Epps Exhibit  
5 Number 18 for identification.)

6 EXAMINATION RESUMED BY MR. BACH:

7 Q. This is Exhibit 18. This is an e-mail  
8 from Rick to you dated March 1st, 2017. It says,  
9 "The \$1100 check you brought yesterday is returned  
10 "Not Sufficient Funds." Do you see that?

11 A. Yes, Rick kept holding the check, so I  
12 could not handle dealing with him holding checks, so  
13 I started actually paying him through Wells Fargo  
14 Direct Pay.

15 Q. What do you mean, "holding the checks"?

16 A. It would take, like, six or seven days for  
17 the check to process. So I asked him if there was  
18 any other way to fix the issue, because when I gave  
19 him a check, the money was in the account. So he  
20 would wait and it would take six or seven days  
21 before the check would go through. So I just  
22 finally took my Wells Fargo account -- I opened up a  
23 Wells Fargo account, I think, directly for him and  
24 started paying him directly through Wells Fargo  
25 Direct Pay to make life easier on both of us.

1 Q. But you agree with me in March, this was  
2 another check returned "Not Sufficient Funds"?

3 A. Yes, because he held the check.

4 Q. Because it didn't clear for six or seven  
5 days?

6 A. I would have to go back and look. But  
7 yeah, I mean, we went paycheck to paycheck on that,  
8 it was kind of tough.

9 Q. So at this point in February 2016 through  
10 today, you have either been late or had a check  
11 returned "Not Sufficient Funds" in one, two, three,  
12 four, five months, correct?

13 A. Uh-huh.

14 Q. March, August, November, December, January  
15 you said you wouldn't pay until the 15th, so that  
16 was also late, so six, now seven months, correct, in  
17 a year?

18 A. Yes. You get behind one month, it takes a  
19 while to catch back up.

20 Q. But he didn't evict you?

21 A. No.

22 (Whereupon, the court reporter marked Epps Exhibit  
23 Number 19 for identification.)

24 EXAMINATION RESUMED BY MR. BACH:

25 Q. This is Exhibit 19. It looks like this is

1 an e-mail from Rick to you saying, "Wells Account."  
2 Is this talking about autodrafting?

3 A. Yes.

4 Q. So he was giving you the information just  
5 to autodraft directly?

6 A. Yes.

7 Q. So we wouldn't have any more issues with  
8 the checks?

9 A. Correct.

10 Q. To accommodate your request?

11 A. Yes.

12 (Whereupon, the court reporter marked Epps Exhibit  
13 Number 20 for identification.)

14 EXAMINATION RESUMED BY MR. BACH:

15 Q. And some of this is ground we've already  
16 covered. I think the top even has the new one -- or  
17 the top two. It looks like the first e-mail is the  
18 one he sent you regarding the \$1100 returned Not  
19 Sufficient Funds," and then it's talking about  
20 taking the check to BB&T, and then the last e-mail  
21 is you e-mailing him about setting up Sure Pay. Do  
22 you see that?

23 A. Yes.

24 Q. It says, "I will go through and find the  
25 date I paid it. I'm sending you \$1500 today instead



1 of \$1100. Just FYI. As far as my records (not  
2 including late fees and late charges) that I owe you  
3 \$2900 after this check goes through." Is that  
4 correct?

5 A. Yes.

6 Q. So according to your accounting or  
7 analysis, as of March 2nd, 2017, you still owed  
8 \$2900, even after paying \$1500 that day?

9 A. Correct.

10 Q. So prior to that \$1500, you had \$4400, is  
11 that correct?

12 A. Yes.

13 Q. And that's basically two months' rent,  
14 correct?

15 A. Correct.

16 Q. So you're behind by about two months as of  
17 this time?

18 A. Yes.

19 (Whereupon, the court reporter marked Epps Exhibit  
20 Number 21 for identification.)

21 EXAMINATION RESUMED BY MR. BACH:

22 Q. This is Exhibit 21. All right. This is  
23 an e-mail from you to Rick in April of 2017. Do you  
24 see that?

25 A. Yes.

1 Q. Okay. It looks like it says, "The house  
2 was never painted when we moved in and there were  
3 lots of really bad spots in the paint job that needs  
4 to be fixed." Do you see that?

5 A. Yes.

6 Q. So the house not being painted and the  
7 really bad paint spots was something that was a  
8 condition in the house when you signed the lease,  
9 correct?

10 A. I think the reason why we went ahead and  
11 did it is because we had to move in like February  
12 1st, so yeah, --

13 Q. That was not my question.

14 A. We told him it wasn't a big deal that the  
15 paint wasn't done on the house.

16 Q. And it was a condition that existed when  
17 you signed the lease in February of 2016?

18 A. Correct, maybe.

19 Q. "The water stain that was in the dining  
20 room and the trim in the entire house needed to be  
21 done because it looked hideous," and that was a  
22 condition when you moved in, correct?

23 A. It was.

24 Q. "Some of the doors in the house were never  
25 painted." That was also a condition when you moved

1 in?

2 A. Yes.

3 Q. "The stairs, the white was never even  
4 painted on the parts of the shoe moulding." That's  
5 also a condition when you moved in?

6 A. Yes.

7 Q. Then you say, "I know it may be a long  
8 shot but because this house was never painted and it  
9 is now painted even though I just decided to do a  
10 different color, I feel we should share in the cost  
11 of the paint job. Especially with the cracks in the  
12 walls, the cracks in the crown moulding that were  
13 never caulked, and the ceiling having water damage  
14 never been repaired. I just sent you \$750 today. I  
15 will be sending you another \$750 on Friday." Also  
16 it talks about hail damage. Do you see that?

17 A. Yes.

18 Q. Then you go on to say, "Thanks so much for  
19 all that you do. The house looks so much better."  
20 Do you see that?

21 A. Yes.

22 Q. "He is still painting, but it is amazing  
23 what a paint job can do to a house." Is that  
24 correct?

25 A. Yes.

1 Q. So did Rick send painters over there?

2 A. No.

3 Q. Why did you thank him for it then?

4 A. Because we wanted the house painted. His  
5 house was going to look better, so it was actually  
6 his -- I mean, it was making his house look better  
7 while we lived there. And he offered to pay, I  
8 think it was -- he was going to pay \$800 of the  
9 paint job, so I was thankful for that.

10 Q. Okay. So he was willing to split the  
11 paint job with you, even though there was no  
12 requirement that he do so, correct?

13 A. No, it was just the paint. So he was  
14 willing to buy the paint, because it's his house and  
15 somebody was going to have to do it when we moved  
16 out of the house. So it was actually doing him a  
17 favor by doing it while we lived in the house.

18 Q. It looks like the next e-mail is -- well,  
19 let me ask you this. My question wasn't that. I  
20 understand you have the right, under the lease, to  
21 paint it. But there was no requirement that Rick  
22 paint the house for you, is that correct, no  
23 requirement in the lease or -- in the lease?

24 A. When you move into the house, it's usually  
25 -- all the paint is touched up. So the paint was

1 never touched up before.

2 Q. You keep using this word "usually." I'm  
3 just asking you if there was any requirement that  
4 Rick paint the house for you?

5 A. Under the circumstances, yes, I feel like  
6 he was required to paint the house, but we were in a  
7 hurry to move into the house.

8 Q. Where does it say that he is required to  
9 paint the house?

10 A. When you rent something, I mean, you want  
11 it to look good. So obviously --

12 Q. Was it a requirement in the lease?

13 A. I guess not.

14 Q. Was it a requirement in any statute you're  
15 aware of?

16 A. No, but when you move into a lease, the  
17 house is usually clean and the paint job has been  
18 touched up. And when someone moves out of a home,  
19 the paint job is then retouched up again --

20 Q. You're saying --

21 A. -- for the new tenant.

22 Q. -- this, based on your experience, is that  
23 correct?

24 A. Based on my experience, and -- yes.

25 Q. I've rented houses before. I'm actually

1     renting a house right now while our house gets  
2     redone. Nobody painted it or touched it up, so my  
3     experience is different from yours.

4             A.     Okay.

5             Q.     Is it possible Equinox's experience was  
6     different than yours?

7             A.     Obviously. Actually, he told us he would  
8     paint the house, and we told him we didn't have time  
9     for him to paint the house to begin with when we  
10    first moved in. So yes, I do feel like it was  
11    partly his responsibility to make sure that the  
12    house was painted, but at the time, we needed to  
13    move into the house sooner than he could get someone  
14    to come out there and paint. So me asking him to  
15    pay for a portion of the paint job, I felt, was not  
16    asking a lot, and he was not willing to do anything  
17    but pay for the paint.

18            Q.     And regardless, you were thankful for  
19    that?

20            A.     I was thankful for at least him offering  
21    to do something.

22            Q.     On Sunday, April 16th on that same  
23    exhibit, on April 13th, he says, "I still don't see  
24    the \$750 payment. Your current statement is  
25    attached." He said, "The bank was not open on

1 Friday so I will send money tomorrow. Please  
2 confirm if you are going to pay any of the paint  
3 job. You would have to do all this work before  
4 someone else moved in and it would have taken time  
5 off of the time that you could have rented the  
6 property. Please advise and Happy Easter."

7 So as of April 16, 2017, it looks like you  
8 were still short on the rent, is that correct?

9 A. Correct, just like I told him in December,  
10 we would catch up and we did exactly what we told  
11 him we would do.

12 (Whereupon, the court reporter marked Epps Exhibit  
13 Number 22 for identification.)

14 EXAMINATION RESUMED BY MR. BACH:

15 Q. This is Exhibit 22. This is an e-mail  
16 from you to Rick dated May 21st, 2017. It says,  
17 "The roof in the basement started leaking today. It  
18 has soaked the carpet that we have downstairs. It  
19 must have started sometime between 12:00 a.m. this  
20 morning and now. Please send someone ASAP. Brandon  
21 found another spot in the closet that looks like it  
22 has mold on the ceiling. The leak is really bad.  
23 Talk to you soon." Do you see that?

24 A. Yes.

25 Q. So is that the leak that started the

1 discovery of the issues that we're here about today?

2 A. Yes.

3 Q. And according to this e-mail, you think it  
4 started sometime around 12:00 a.m. on May 21st, is  
5 that correct?

6 A. Right. I think we had gone downstairs,  
7 and we went to church, and came back, and one of the  
8 kids ran upstairs and said that there was a leak.

9 Q. Okay. And so prior to this time, there  
10 was not evidence of a leak in the roof of the  
11 basement or soaked carpet, is that correct?

12 A. No, we assumed it had something to do with  
13 the hail damage at the beginning, because we had  
14 contacted him and said the roof was pretty messed  
15 up.

16 Q. But the roof in the basement wouldn't be  
17 affected by hail damage?

18 A. I don't know.

19 Q. Do you think the roof in the basement  
20 could be affected by hail damage?

21 A. I have no clue.

22 Q. Did you-all ever determine what the source  
23 of the water was that was in the roof down there and  
24 soaking the carpet?

25 A. It was the waterproofing on the house.



1 Q. The waterproofing on the house?

2 A. Yes.

3 Q. Okay. Who told you that?

4 A. Code Enforcement, I believe, said that,  
5 and another contractor.

6 Q. So let me ask you this. If the  
7 waterproofing on the house was the issue, why were  
8 you there for a year and three months before you  
9 started to see the basement started leaking sometime  
10 between 12:00 a.m. this morning and now?

11 A. I don't know, but the prior tenant said  
12 the same thing happened to them --

13 Q. But --

14 A. -- but I didn't know at the time.

15 Q. From the time you moved in in February of  
16 until May 21st of 2017, the roof in the basement  
17 had not been leaking, correct?

18 A. Correct, that I knew of.

19 Q. And the carpet downstairs was not soaked,  
20 correct?

21 A. No.

22 Q. And then it started on May 21st. And at  
23 the time, which is now a year and a half closer to  
24 the date in question, it was actually the day in  
25 question, and now we're sitting here a year and a

1 half later, you-all thought it started between 12:00  
2 a.m. that morning and now, is that correct?

3 A. The water leak on the ceiling, yeah. The  
4 wear had to have started, because we didn't go  
5 downstairs from the time that we went to church  
6 until the time we came back, and there was a water  
7 leak when we came back home.

8 Q. And the water leak was bad enough that it  
9 was coming through the ceiling and soaking the  
10 carpet, correct?

11 A. Correct.

12 Q. Did you-all open up the ceiling or look at  
13 anything in the ceiling to determine where the water  
14 was coming from?

15 A. We did not touch anything. I e-mailed  
16 Rick, and he said he would have somebody out there  
17 to look at it.

18 Q. The carpet downstairs, was that a carpet  
19 that you-all owned?

20 A. Yes.

21 Q. So would you agree with me that this is  
22 the beginning of the issues that lead us here today?

23 A. Yes.

24 Q. What happened, do you remember? Did he  
25 send somebody out? When did somebody come out?

1           A.    Three weeks later someone showed up for  
2 the first time.

3           Q.    So during that three weeks, was there  
4 water coming down from the ceiling the entire time?

5           A.    I believe so. There was mold continuously  
6 growing, and I texted him.

7           Q.    That's not what I'm asking you. Was there  
8 water continuously coming down from the ceiling onto  
9 the carpet the entire time?

10          A.    We moved the carpet and put a trash can  
11 underneath it.

12          Q.    Did you-all call a plumber or have anybody  
13 come out and look at it?

14          A.    No, he said he would send someone out.

15          Q.    Where did he say that? Did he say that in  
16 an e-mail or on the phone?

17          A.    E-mail and on the phone, and I sent him  
18 text messages as well. He kept saying that Paul  
19 would be out there to work on it.

20          Q.    Did you-all have anyone come out?

21          A.    No, because I am not going to deal with  
22 inside of a ceiling and start ripping out someone  
23 else's ceiling. I didn't know what to do. He said  
24 he would handle it.

25          (Whereupon, the court reporter marked Epps Exhibit

1 Number 23 for identification.)

2 EXAMINATION RESUMED BY MR. BACH:

3 Q. Exhibit 23. This is dated June 4th, 2017.  
4 It says, "The wood in the guest bathroom is raised  
5 up and seems to be wet. Brandon thinks that the  
6 toilet seat is leaking." Do you see that?

7 A. Yes, and he meant "seal" not "seat."

8 Q. The toilet seal is leaking --

9 A. Yes.

10 Q. -- is that correct? So is that what  
11 you-all thought the source of the water was?

12 A. We didn't know. I mean, they were -- you  
13 know, they're 12 feet away from each other, but we  
14 saw this happen and so they ended up being two  
15 completely separate instances.

16 Q. You saw water leaking from the seal on the  
17 toilet, or you suspected there was?

18 A. No, we did not. No, what we saw was that  
19 the hardwood floor had discolored, that's all we  
20 saw.

21 Q. And it seemed to be wet?

22 A. Yeah. I mean, it was buckling up.

23 Q. And was this the first time you-all had  
24 noticed the toilet?

25 A. The very first time we noticed there was

1 anything going on with the toilet.

2 Q. And the first time you reported it to  
3 Equinox?

4 A. As soon as we saw it, yes.

5 (Whereupon, the court reporter marked Epps Exhibit  
6 Number 24 for identification.)

7 EXAMINATION RESUMED BY MR. BACH:

8 Q. I show you Number 24. I've just given you  
9 what's been marked as Exhibit 24. It's an e-mail  
10 chain that begins on the second page June 13, 2017.  
11 It states that, "Paul left to go to Connecticut for  
12 a long week. Expecting him back Thursday or Friday.  
13 He said he had gotten the leak to stop and had  
14 cleaned up moldy drywall." Do you see that?

15 A. Yes.

16 Q. So as of June 13, 2017, Paul -- I think  
17 that's Paul Fazzone of Level Up Construction, is  
18 that correct?

19 A. Yes.

20 Q. Had been out to the house, correct?

21 A. Yes.

22 Q. And he had gotten the leak to stop, so he  
23 had identified what was leaking and had gotten it to  
24 stop, is that correct?

25 A. Hold on. He apparently stopped the leak.

1 He thought that -- he thought that the spigot that  
2 had messed up prior was maybe causing -- because it  
3 was almost where the water leak was, that he thought  
4 that the spigot was causing the problems. And I  
5 think that was the time he came and actually boarded  
6 up the spigot. He did not remove drywall at all.  
7 "He fixed the leak on the outside, but seems to  
8 think that there was an issue as well as maybe the  
9 toilet. The mold has gotten bigger and the moisture  
10 downstairs has taken over. The smell is no good as  
11 soon as you open the door."

12 Q. And just to be clear, this is the May 21st  
13 e-mail. And then this e-mail is the first time that  
14 you've reported a leak, water damage, and mold  
15 issues to Equinox, correct?

16 A. May 21st was.

17 Q. I'm saying the May 21st and now this  
18 e-mail, correct?

19 A. No, there was tons of e-mails that went  
20 back and forth between -- and text messages, and  
21 phone calls back and forth between me and Rick.

22 Q. Beginning May 21st?

23 A. Demanding that this be fixed.

24 Q. Beginning May 21st?

25 A. Beginning May 21st. And it's still not

1 fixed on June 13th, because the drywall is still  
2 there.

3 Q. Have you produced all your e-mails in this  
4 case to me or provided them to your attorney?

5 A. I think so.

6 Q. All right. So Paul fixed the spigot and  
7 he thought it might be the toilet, and now you're  
8 saying that mold has gotten bigger and moisture  
9 downstairs has taken over, is that correct?

10 A. Yes.

11 Q. Okay. And then June 15th, the next day,  
12 you say, "Can you please pay for the insulation to  
13 be put up at least where the drywall has been taken  
14 down." So it looks like some drywall had been taken  
15 down?

16 A. Yes.

17 Q. Where was the drywall taken down?

18 A. There was like a 12-by-12, it was a huge  
19 spot, I think it was four pieces of drywall that was  
20 taken down, and we realized that there was no  
21 insulation in the ceiling at all.

22 Q. It says, "The guy came yesterday to do  
23 demolition work. The drywall was black from the  
24 mold." Do you see that?

25 A. Yes.

1 Q. So somebody came out the previous day and  
2 took down drywall, is that right?

3 A. Yes.

4 Q. And there was mold in the drywall?

5 A. Yes.

6 Q. What did he do with the drywall?

7 A. He sat it out by the curb. Well, he left  
8 it there for a while. And my husband went  
9 downstairs and realized that he was going to leave  
10 the drywall sitting on the floor. And Brandon asked  
11 him -- had told him he could not leave it there, and  
12 he took it out to the curb and sat it there, left it  
13 there beside our trash cans.

14 Q. At the point the drywall was removed, the  
15 issue with the water had started about 14, 21 days  
16 earlier, is that correct, on the 21st?

17 A. Yes. And I know the water came back  
18 numerous times. And when I went into the house to  
19 go get stuff out of the house in January of this  
20 year when we had not been in there for three months,  
21 there was water in the ceiling.

22 Q. And Paul felt like it might be from a  
23 leaky toilet, is that correct?

24 A. There was a whole bunch of scenarios. One  
25 was a spigot outside that could have caused the



1 issue, one was the toilet, and then we finally  
2 determined waterproofing is what we...

3 Q. If you-all caused the leaky toilet, would  
4 you agree that the issues that resulted from that  
5 leak are your responsibility?

6 A. I don't know how I could have caused a  
7 toilet seal to leak.

8 Q. Okay. Were you-all the ones using it?

9 A. Yes.

10 Q. Was Equinox ever in there using the  
11 toilet?

12 A. But the toilet seal is under the toilet,  
13 so...

14 Q. My question is are you-all the only ones  
15 using it?

16 A. At the time, yes.

17 Q. The only ones putting anything into it?

18 A. Right. It was a 10-year old house at the  
19 time, yes -- 12 years old, I think.

20 Q. And my question is, if you-all caused the  
21 leak or caused the issue with the toilet, would you  
22 agree with me that the resulting damage is your  
23 responsibility?

24 A. I would agree with that, and I would be  
25 more than willing to pay for it if it were my -- if

1 I had caused it or anybody in my family had caused  
2 it.

3 Q. When you say you determined that the issue  
4 was with waterproofing in the house, how did you  
5 determine that?

6 A. After talking with a contractor who had  
7 already dealt with waterproofing on the house.

8 Q. Which contractor?

9 A. Paul Fazzone, Sr.

10 Q. So Paul told you that the issue was  
11 waterproofing?

12 A. He said that the house was not properly  
13 waterproofed, when it was waterproofed years after  
14 the house was built. The neighbors told us that  
15 there was issues with the house flooding, that's why  
16 the house was repainted three times. So yes, we  
17 have -- and the prior tenant said that they had a --  
18 the water came up in the same exact place twice  
19 while they lived in the house in a year.

20 Q. Which neighbor was it that told you that?

21 A. John and --

22 Q. If you're facing the house, was it right  
23 or left?

24 A. Left. John and then the next guy beside  
25 him, I can't remember his name, he works for AT&T.

1 (Whereupon, the court reporter marked Epps Exhibit  
2 Number 25 for identification.)

3 EXAMINATION RESUMED BY MR. BACH:

4 Q. I hand you what's been marked as Exhibit  
5 25. This is a continuation of the previous e-mail  
6 chain. On the front page here, Rick said, Cody  
7 relates, as Paul tells me, that Brandon told him to  
8 put the dead gyp board on the curb. Trash  
9 collection will not pick it up. Paul says he will  
10 get it taken away." Do you see that?

11 A. Yes.

12 Q. So was the drywall removed and placed on  
13 the curb?

14 A. It was.

15 Q. All right. And then no one would come get  
16 it, is that right?

17 A. We knew no one would come get it. Cody  
18 said that he couldn't take it, because he only had a  
19 car. And we told him that he couldn't leave it in  
20 the house, so he decided to put it on the curb.

21 Q. Was it eventually removed?

22 A. It was.

23 Q. Who came and got it?

24 A. Someone that worked for Paul came in July  
25 -- I think July 3rd roughly, somewhere around there,

1 either right before or right after July 4th.

2 (Whereupon, the court reporter marked Epps Exhibit  
3 Number 26 for identification.)

4 EXAMINATION RESUMED BY MR. BACH:

5 Q. I've marked this as Exhibit 26. This is  
6 an e-mail dated July 5th, 2017. "Rick, thanks so  
7 much for coming to pick up the drywall. Please let  
8 me know when someone is coming to work on the  
9 basement. I greatly appreciate it." So by that  
10 date, had the drywall been picked up?

11 A. Yes.

12 Q. What did you-all want or feel like needed  
13 to be done for the basement?

14 A. It needed to be fixed.

15 Q. How would you fix it?

16 A. Well, there was a hole.

17 Q. What do you mean?

18 A. There was the drywall, there was a hole.  
19 There was four sheets of drywall that had been  
20 removed and stayed removed until September.

21 Q. Okay. So there was a hole where the  
22 drywall had been removed?

23 A. Yes. And it leaked again, during the time  
24 from the -- I believe it leaked again from the time  
25 that we contacted him about the first leak until he

1 actually -- they came and put up the drywall. And  
2 then after the drywall was finished and everything  
3 was painted again, the leak came back.

4 Q. Okay. Were you ever told what the source  
5 of the second leak was?

6 A. He never sent a plumber to check to see  
7 what the leak was.

8 Q. Okay. So it just stayed leaking?

9 A. No, it would only leak for like one time.  
10 So we thought that it might be a -- underneath the  
11 shower, there was a bucket, I guess, that holds  
12 water underneath the shower, and that it may be from  
13 that, that it was overflowing. So there was a whole  
14 bunch of people that were involved to try to figure  
15 out what it was. And the work was never finished,  
16 so I don't -- since we have been there, so I don't  
17 know.

18 Q. What do you mean, the work has never been  
19 finished?

20 A. The work wasn't done when we moved out of  
21 the house. There was still a water leak.

22 Q. There was still an issue with the drywall  
23 being down or a water leak?

24 A. The drywall got put up. And I mean,  
25 literally before the drywall, it felt like it was

1 even dry and the paint was done, the leak came back,  
2 and we ended up moving out of the house.

3 Q. Was there also another issue with the  
4 sewer lift pump in that time period?

5 A. Yes.

6 (Whereupon, the court reporter marked Epps Exhibit  
7 Number 27 for identification.)

8 EXAMINATION RESUMED BY MR. BACH:

9 Q. And this is not your document, but I'm  
10 just going to ask you about it anyways. This is an  
11 invoice from GS Plumbing to Equinox dated August  
12 28th, 2017. What was the issue with the sewer lift  
13 pump?

14 MS. HINSON: Objection.

15 EXAMINATION RESUMED BY MR. BACH:

16 Q. Or tell me what the problem was that you  
17 observed.

18 A. It overflowed again.

19 Q. In August?

20 A. In -- I don't remember. It seems like it  
21 was actually sooner or earlier than that, but  
22 whenever this guy came out, he told us that he had  
23 to replace the lift pump -- I can't remember. But  
24 long story short, I got an e-mail from Rick saying  
25 that I was required to pay this bill, and this is

1 the only invoice that I've ever been asked to pay.

2 So he told me that I was responsible for  
3 it, because we put too much grease down the pipes,  
4 and that we used too much Clorox. And I told Rick  
5 in an e-mail that I did not use either one, as we  
6 don't use grease or Clorox, and he was welcome to  
7 come to my house to check, and that I didn't feel  
8 that we should have to pay this bill because it was  
9 not our responsibility.

10 Q. Did you ever observe Equinox or any of its  
11 agents putting any grease down the pipes at your  
12 house?

13 A. The house was 12 years old at this time,  
14 so no, I didn't, but I don't know what happened 10  
15 years prior to -- or 12 years prior to this right  
16 here.

17 Q. And again, you-all were the only ones  
18 using the facilities in the house at this time?

19 A. Right, we were just the lucky ones, I  
20 guess, that had to deal with all the issues. And  
21 both of the prior tenants had the same sort of  
22 issues.

23 (Whereupon, the court reporter marked Epps Exhibit  
24 Number 28 for identification.)

25 EXAMINATION RESUMED BY MR. BACH:

1 Q. I've marked this as Exhibit 28. This is  
2 an e-mail from you to Rick dated August 30th, 2017.  
3 It said, "Rick, I am greatly concerned that when the  
4 toilet was pulled up yesterday that there was a  
5 massive amount of black mold around and in the  
6 toilet." Do you see that?

7 A. Uh-huh.

8 Q. Is that a yes?

9 A. Yes.

10 Q. How do you know it was black mold?

11 A. Because it was black.

12 Q. So you assumed that because the mold was  
13 black, it's black mold?

14 A. Yeah. I didn't know anything about mold  
15 at that point in time, so I thought all mold, it was  
16 black, that was the color of it, and it was mold.

17 Q. So you're just describing it, not  
18 necessarily a particular type?

19 A. Correct.

20 Q. The fact that there was mold under the  
21 toilet, would that indicate that there may have been  
22 water coming from the toilet?

23 A. Well, it was in the hole where water would  
24 go, yes. I mean, like it was -- when he picked up  
25 the toilet under inside where the water would go



1 down the pipe, there was black mold all around it,  
2 yes.

3 Q. Would that indicate that there may have  
4 been water escaping from the pipe?

5 A. That's what I thought, yes.

6 Q. Prior to this e-mail, had you ever alerted  
7 Rick or Equinox that there was any mold underneath  
8 the toilet in that lavatory?

9 A. Yes.

10 Q. Okay. When?

11 A. June 4th, "The wood in the guest bathroom  
12 is raised up and seems to be wet. Brandon thinks  
13 that the toilet seat" -- and he meant seal -- or I  
14 meant seal "is leaking. I don't know if it is the  
15 source of the downstairs problem, but I think  
16 someone needs to come soon. Also, when can we  
17 expect someone to come fix the downstairs? The  
18 smell is worse. I'm extremely concerned about  
19 mold." I e-mailed him this after the guy finally  
20 showed up on August the 30th, two and a half months,  
21 almost three months later to fix the problem.

22 Q. Well, now Paul had come out on -- we  
23 already established this. Paul had come out in June  
24 --

25 A. But he did not --

1 Q. -- and you thought it might be a toilet  
2 issue?

3 A. Yes, that's the leak that he said he  
4 stopped in June. So this, nothing was ever done to  
5 the upstairs bathroom. He did not pick up the  
6 toilet and put a new seal down until he came --  
7 until this August the 30th --

8 Q. And my question to you is --

9 A. -- August 29th.

10 Q. And my question to you was, is this the  
11 first time you alerted -- now, I saw your e-mails  
12 about mold in the basement and the drywall. My  
13 question is, is this the first time you alerted  
14 Equinox to the mold under the toilet?

15 A. This is the first time I saw mold  
16 underneath the toilet, yes. But the wood was  
17 turning black and it was buckling.

18 Q. Could you observe the wood turning black  
19 without taking the toilet up?

20 A. Yeah, it was hardwood floor. So here  
21 (indicating) was the toilet, and this piece of  
22 hardwood that was going along beside the toilet was  
23 turning darker, and darker, and darker.

24 Q. Prior to that e-mail in June, had you-all  
25 ever noticed that issue before?

1 A. No, it got really, really bad really  
2 quick.

3 (Whereupon, the court reporter marked Epps Exhibit  
4 Number 29 for identification.)

5 EXAMINATION RESUMED BY MR. BACH:

6 Q. All right. If we go to September 6th,  
7 2017, this is an e-mail from Rick to you. It says,  
8 "Courtney and Brandon, your September rent is late."  
9 Do you see that?

10 A. Second page?

11 Q. It's on the second page.

12 A. Yes, I've got it.

13 Q. So in September of 2017, was your rent  
14 late then?

15 A. Yes, I guess so. It says it is.

16 Q. And then it also says, "I have attached a  
17 lease extension for an additional year. If you  
18 intend to remain, please execute and return to me  
19 within five days."

20 A. Yes, actually, we were trying to get him  
21 to fix the problems. And we did not want to pay him  
22 until he actually fixed the floor and fixed the mold  
23 in the house, because we were going to have to leave  
24 if he didn't fix it.

25 Q. And you said, "Is the house going to be

1 fixed by October 1st if we go forward with this  
2 lease." Do you see that?

3 A. Yes.

4 Q. So you wanted to know if the house would  
5 be fixed by the lease extension date if you  
6 re-signed, is that correct?

7 A. Definitely.

8 Q. Rick responds to you on September 6th and  
9 says, "What do you have wanting fixing other than  
10 the floor of the utility lavatory." Do you see  
11 that?

12 A. Yes.

13 Q. So he's asking you what you want fixed, is  
14 that correct?

15 A. Yes.

16 Q. And then Brandon says, "That floor needs  
17 to be replaced, as well as the room downstairs being  
18 completed and painted. The toilet in that bathroom  
19 will not flush until you hold the handle down until  
20 it has flushed. The master bathroom has a faucet  
21 that the hot water drips." Essentially going over  
22 the same issues that we had talked about before,  
23 correct?

24 A. Yes.

25 Q. That he had previously told you was

1 you-all's responsibility and you had not fixed?

2 A. Yes, we just shut the valve off.

3 Q. And then it says, "The back deck is a  
4 growing concern, probably something you should have  
5 Paul look at it," because of one of the broken  
6 rails, I think, is that right?

7 A. Yes.

8 Q. And then he replies again that same day  
9 saying, "Internal plumbing is a tenant  
10 responsibility." Do you see that?

11 A. Yes.

12 Q. And he says, "Find me the microwave of  
13 your dreams at Amazon or wherever, and I will take  
14 it under advisement. Send me the link. This is the  
15 first I've heard of the deck issue," is that  
16 correct?

17 A. Yes.

18 Q. So he basically tells you that the  
19 plumbing -- so he asks you what do you want fixed by  
20 October 1st, you give him four issues, and he  
21 responds to each one saying the first two are your  
22 problem, one saying go get a microwave or find one  
23 and he'll consider, and and then I'll look at the  
24 deck issues, correct?

25 A. Yes.

1 Q. And this is after the leaks that had  
2 occurred in the summer, correct?

3 A. Yes.

4 (Whereupon, the court reporter marked Epps Exhibit  
5 Number 30 for identification.)

6 EXAMINATION RESUMED BY MR. BACH:

7 Q. This has been marked as Exhibit 30. This  
8 is an e-mail chain. If you go back to the first  
9 page, it is dated -- or back to the last page, it's  
10 dated 9-5-2016 on the third page. And this is, I  
11 think he forwarded you the e-mail -- or the invoice  
12 from the plumber. And then you stated that you  
13 haven't used grease, you only use coconut oil and  
14 butter, is that correct?

15 A. Yes.

16 Q. Then this looks like on the next page, if  
17 you flip forward on September 8, 2017, it says,  
18 "Execute a lease modification attached." So at that  
19 point in time, did you-all sign a lease extension?

20 A. He gave us five days to sign -- it was  
21 five days or get out of the house, and we were going  
22 on a cruise, so we had no option to do anything but  
23 sign the lease and move on with it.

24 Q. So you blame Equinox for you signing a  
25 lease extension?

1           A.    I blame Equinox for me responding and  
2   saying that I was responsible for a plumbing bill.  
3   And then he decided to give me a certain number of  
4   days, knowing I was going on a cruise, to sign a new  
5   lease or get out of his house.

6           Q.    Why didn't you just get out at that point?

7           A.    Because we were going on a cruise in five  
8   days.

9           Q.    But that was your issue?

10          A.    He knew about it, and that's why he made  
11   me.

12          Q.    Did he make you go on the cruise?

13          A.    I had already planned the cruise.

14          Q.    Did he plan it for you?

15          A.    No, but we couldn't find a new house in  
16   five days, and I have a family of eight.

17          Q.    But at that point, you've had all these  
18   issues over the summer, you're here today basically  
19   saying that the house killed you. Why did you --

20          A.    I had no clue that the house was making me  
21   sick at this point. If I had known, I would have  
22   moved out of the house.

23          Q.    Well, that brings up a good point. Had  
24   the house made you sick at this point?

25          A.    Yes.

1 Q. Had you gone to the doctor because the  
2 house had made you sick at this point?

3 A. No, I got health insurance first so that I  
4 could go to the doctor, so that I could afford to go  
5 to the doctor. And I went in September -- September  
6 28th I think was the first doctor's appointment. So  
7 at this point in August, I started having ringing in  
8 my ears.

9 Q. At this point in August, you had the leak  
10 issue in May?

11 A. In May.

12 Q. You had the drywall that had mold,  
13 correct, in June?

14 A. Yes, that he was going to fix every week.

15 Q. You had the sewer lift valve that had  
16 overflowed?

17 A. Yes.

18 Q. You had the microwave issue that kept  
19 going on. And despite all these things, you still  
20 signed a lease extension, correct?

21 A. There was no other option for us.

22 Q. When you say "no other option," you agree  
23 with me that that's because of your circumstances?  
24 Equinox did not put a gun to your head and make you  
25 sign it, did they?



1           A.    No, they did not, but I had no other  
2 option.

3           Q.    You signed it of your own free will,  
4 correct?

5           A.    I did.

6           Q.    If you look at that 9-8-2017 e-mail --

7                MS. HINSON: Adam, can we check on where  
8 that food is? I've had a client sitting at  
9 that SunTrust for almost an hour when you  
10 represented it would be 12:30 when we broke.

11               MR. BACH: We can take a break, if you  
12 need to go.

13 (Whereupon, a recess was taken.)

14 EXAMINATION RESUMED BY MR. BACH:

15           Q.    So before we went to break, we were  
16 looking at Exhibit 30, and specifically, I was about  
17 to ask you about an e-mail dated 9-8-2017. Rick  
18 wrote, "For the sale of the house, I think \$420,000  
19 with owner financing 80 percent of purchase, 10.5  
20 percent interest, 20 years amortization, three-year  
21 term, one percent origination fee. I repair the  
22 deck, finish repair of guest lavatory, and replace  
23 microwave with the item Brandon indicated. You pay  
24 your closing costs (your attorney and related fees  
25 for insurance and the like, prorated taxes, title

1 insurance for owner and lender) and I pay mine (deed  
2 stamps mostly and prorated property tax.)" So were  
3 you-all discussing you-all purchasing the house at  
4 that point?

5 A. Yeah, when I first moved into the house,  
6 Rick offered to sell me the house for \$250,000,  
7 owner financing. And because we had so many issues  
8 with Rick leasing the house, I said well, you know,  
9 maybe -- me and Brandon talked about it and if we  
10 could possibly get the house for the \$250,000 he  
11 told us to begin with, we could actually fix the  
12 house and do all the -- fix all the issues and we  
13 would be better off to buy that house.

14 And we had already tried to find other  
15 properties that we could lease. There was nothing  
16 that was even close to what we were looking for that  
17 we could afford. I mean, naturally, we couldn't  
18 afford any more than what we were already paying.  
19 And we were -- I didn't feel like we were in a shape  
20 that we could buy a house at that point in time. So  
21 that's when I asked him if he would be willing to  
22 sell the house, and then he came back with this  
23 crazy number on how much he would sell the house  
24 for.

25 Q. All right. So at that period in time, you

1 had a discussion about buying the house, but the  
2 price was too high, is that right, just to sum this  
3 up?

4 A. Yes, and we had all the issues, but we  
5 were hoping like we could pay a quarter of a million  
6 dollars for the house or borrow the money, and do  
7 the owner financing, and actually fix the house, and  
8 then we wouldn't have to deal with Rick anymore,  
9 that would have been a great scenario, but I didn't  
10 realize it was infested with mold at that point in  
11 time.

12 Q. And you also stated that you don't plan on  
13 moving for the next five years, is that right?

14 A. Yeah, we wanted our kids to be in school  
15 at Riverside.

16 Q. When you say you didn't know it was  
17 infested with mold, you did know about the mold in  
18 the basement and you did know about the mold  
19 underneath the toilet, that we've already looked at  
20 in those e-mails?

21 A. We didn't understand -- or I didn't  
22 understand that mold caused medical issues. So when  
23 the mold was removed in June, I thought that there  
24 was no problem. I didn't know that what was causing  
25 me to be sick was the actual mold spores that were

1 in the house that we cannot see.

2 Q. When you were having this conversation  
3 though with Rick, you knew about the issues that  
4 we've already discussed in the e-mails, correct?

5 A. And he was supposed to fix them. That's  
6 why we agreed to sign a new lease.

7 Q. Well, he wasn't supposed to fix all of  
8 them, some of them he said were you-all's  
9 responsibility?

10 A. He was supposed to fix everything that was  
11 a problem, which was the toilet in the bathroom, and  
12 the flooring, and the downstairs -- he was supposed  
13 to fix the drywall, and do all the work.

14 Q. When you say he was supposed to fix that,  
15 why do you say that?

16 A. Because there was a ceiling missing, and  
17 that's what he said he would do.

18 Q. Well, you're taking all the issues and  
19 putting them into one basket?

20 A. No, these are two issues.

21 Q. But the leaking toilet and the leaking  
22 faucet, we already looked at an e-mail saying --

23 A. We're not talking about either one of  
24 these.

25 Q. So what are you talking about?

1           A.    The flooring beside the toilet was  
2           supposed to be fixed. I didn't understand that  
3           there was still mold there. And the downstairs  
4           basement was fixed, as far as I knew with the leak,  
5           but then they had still not put up the drywall and  
6           they had not painted that entire room.

7           Q.    When you sent this e-mail, you knew about  
8           all those issues?

9           A.    And he was fixing those issues. That's  
10          why we signed a new lease.

11          Q.    My question is, did you know about all  
12          those issues when you signed a new lease?

13          A.    I did.  
14          (Whereupon, the court reporter marked Epps Exhibit  
15          Number 31 for identification.)

16          EXAMINATION RESUMED BY MR. BACH:

17          Q.    I've marked this as Exhibit 31. This is  
18          an e-mail between Brandon and Rick dated September  
19          7, 2017. It looks like Brandon sent some microwave  
20          suggestions with links, and Rick responded in  
21          saying, "Go ahead and purchase the microwave of your  
22          dreams at Amazon as you describe below. Send me the  
23          Amazon invoice and I will credit that to your  
24          account." Do you see that?

25          A.    Yes.

1 Q. So he let you-all pick out a microwave and  
2 said he would give you a discount on your rent for  
3 that?

4 A. He did. We did not buy a microwave. We  
5 did not feel comfortable with getting a discount  
6 with the situation the way it was.

7 Q. But he offered to solve the microwave  
8 issue by letting you-all purchase whatever you-all  
9 wanted and then giving you a discount on your rent  
10 for that amount, correct?

11 A. Yes, a year later. Sure.  
12 (Whereupon, the court reporter marked Epps Exhibit  
13 Number 32 for identification.)

14 EXAMINATION RESUMED BY MR. BACH:

15 Q. The next e-mail is from October 9th, 2017.  
16 This is an e-mail from you to Rick. And it talks  
17 about, "I have spoken to my attorney and wanted you  
18 to be aware you should be receiving a letter from  
19 them. I had what I thought was a really bad sinus  
20 infection several weeks prior to our cruise." When  
21 was you-all's cruise?

22 A. September -- I think it was the 15th  
23 through the 22nd maybe.

24 Q. Well, a couple lines down it says, "Since  
25 I came back from our cruise on October 14th" -- and

1 this is October 9th. Do you think you meant  
2 September 14th?

3 A. Oh, yeah. I couldn't -- I didn't have any  
4 short-term memory at this point. I couldn't even  
5 remember clients.

6 Q. So how did you remember you went on a  
7 cruise?

8 A. Obviously, I went on a cruise -- to tell  
9 him what happened. I mean, like I had --

10 Q. How did you remember you had spoken to  
11 your attorney?

12 A. In my head, I had short-term memory loss,  
13 because clients would call me back and ask me if I  
14 had done what they asked me to do, and I couldn't  
15 remember that they even called me.

16 Q. So let me ask you this. Do you think you  
17 came back from the cruise on September 14th?

18 A. I did -- no, it was.

19 MS. HINSON: Now would be a good time to  
20 use that phone.

21 THE WITNESS: I know we went in September.  
22 I think we left on September 14th. I don't  
23 know if I was using Google Calendar at that  
24 point. I think we left on the 9th and we got  
25 back on -- I see a cruise on the 14th of

1 September and it looks like the 15th of  
2 September does not say "cruise," so we  
3 obviously got back on the 14th of September.

4 EXAMINATION RESUMED BY MR. BACH:

5 Q. So where it says October 14th, that  
6 probably meant September 14th?

7 A. Yes.

8 Q. So it was a five-day cruise, is that  
9 right?

10 A. I think it was a six-day cruise -- yeah,  
11 six -- or maybe five, it depends on how they call  
12 it.

13 Q. And so prior to the cruise, your issues  
14 started several weeks prior to that, according to  
15 your e-mail?

16 A. Yeah.

17 Q. So three weeks prior to that, is that  
18 about right?

19 A. Yeah, it was two to three weeks I started  
20 having ringing in my ears.

21 Q. And then when you went on the cruise, your  
22 symptoms resolved?

23 A. Uh-huh, I was fine.

24 Q. And then when you got back, the symptoms  
25 started again, is that right?



1           A.    Yeah, about six hours after I got in the  
2 house.

3           Q.    So has any doctor or anyone explained to  
4 you why you didn't have symptoms through the summer,  
5 but your symptoms started three weeks prior to this  
6 cruise on September 14 or September of 2017?

7           A.    That's when I started noticing it. So the  
8 ringing started, and they actually started working  
9 on stuff. So in August when they came and ripped up  
10 the floor, that caused the mold spores to go  
11 everywhere. The same thing when they started  
12 ripping up the stuff in June and then started  
13 messing with it again right after we came back from  
14 the cruise, that just kept everything kind of going  
15 everywhere. So when I started noticing issues was  
16 the ringing in my ears. Now, naturally I had  
17 migraines, and headaches, and all that stuff, but  
18 that was something I had never experienced before,  
19 and it was insane and debilitating.

20          Q.    And so during the cruise, you were,  
21 quote/unquote, perfectly fine, right?

22          A.    Yes.

23          Q.    And then when you got back, you say,  
24 "Symptoms include vertigo, dizziness, nausea,  
25 vomiting, joint pain, fever like symptoms, ear

1 ringing, and massive pressure on my head as well as  
2 short-term memory loss." Do you see that?

3 A. Yes.

4 Q. "The pressure on my head even caused my  
5 eardrum to bust open last week."

6 A. It did.

7 Q. Who was the first doctor that you saw for  
8 your symptoms, do you recall?

9 A. I went to Spartanburg ENT, I don't know  
10 the doctor's name.

11 Q. You said, "I have now been to two  
12 different ENTs and there's nothing wrong with my  
13 sinuses." Do you see that?

14 A. Yes.

15 Q. What about the symptoms that you were  
16 experiencing led you to believe that it had been  
17 black mold exposure?

18 A. I talked to a real estate agent and was  
19 telling her all of the -- I apologized for not  
20 calling her back for a month, because I was trying  
21 to find a house, we were going to build a house, and  
22 couldn't -- I just kind of forgot about her. And I  
23 called her and I said, you know, I'm sorry, I have  
24 been having all these crazy symptoms. I have been  
25 to the doctors, they don't know what's wrong with

1 me. And I said, you know, I hate our landlord, we  
2 have had so much issues with him, he will not fix  
3 anything, and we're stuck in this house.

4 In May, I told her about the water leak  
5 and that there was mold everywhere, and that it took  
6 over three weeks for him to -- anybody to actually  
7 come and rip the Sheetrock down. And she asked me  
8 if it was contained when they ripped the Sheetrock  
9 down. And I said, No, I don't know what you're  
10 talking about.

11 And so she suggested that I get the house  
12 mold tested, she said, Because all of your symptoms,  
13 everything that you're saying sounds like you have  
14 mold exposure in that house. And based upon the  
15 fact that he did not upkeep the house and he was not  
16 doing what he was supposed to do, there's obviously  
17 some issues going on with that house and I think you  
18 need to get the house tested.

19 Q. This was from your real estate agent?

20 A. A realtor that we talked to for -- she  
21 works on a property. She works for Heritage Homes.

22 Q. Who was the first doctor you talked to  
23 about this?

24 A. Carolina Greer ENT. And I went to see  
25 them before I spoke to this woman on the phone.

1 Q. All right. And you said then it's been  
2 confirmed by a PA and a chiropractor now that the  
3 issues sound like black mold exposure. Who was the  
4 PA?

5 A. A friend of mine who was -- Carly, a  
6 friend of mine who is a PA, I went back and forth  
7 with her trying to figure out, asking her questions,  
8 you know, what do you think this is. And I mean,  
9 there was no -- she finally told me it was either a  
10 brain tumor or I had a massive sinus infection that  
11 I needed to probably have surgery.

12 And then the two ENTs could not figure out  
13 what was wrong with me, so they wanted to do a CAT  
14 scan, and I had to wait until my insurance came  
15 through before I could do that.

16 Q. When the symptoms started, did you take  
17 anything for them?

18 A. No, I didn't have anything to take.

19 Q. I mean, did you go to the store and buy  
20 anything to take?

21 A. I bought so much ear ringing medicine over  
22 the counter to try to see if that would help and it  
23 never did.

24 Q. Rick responded the next day and said that,  
25 "You are way behind on rent and have made no motion

1 to catch up." Were you behind? Is that correct?

2 A. No.

3 Q. Okay. How were you not behind?

4 A. My lease had just started October 1st.

5 Q. What about for the prior months? Had you  
6 caught all the way up from your arrears back in  
7 March of that year?

8 A. I signed a new lease October 1st. I  
9 didn't owe him anything else. And every single time  
10 that I paid him through Wells Fargo, it showed the  
11 amount that I still owed him. And he never in any  
12 way suggested that I owed him more money at any  
13 point in time, nor did I get any invoice saying that  
14 I owed him any money until I e-mailed him and said  
15 that I had mold exposure.

16 Q. Well, he had just e-mailed you. We just  
17 looked at this e-mail in August where you were  
18 behind or September where you were behind. Had you  
19 caught up?

20 A. Yeah, I caught up. You can look at my  
21 Wells Fargo Sure Pay. It shows all of my payments  
22 were caught up. And we had an agreement that I pay  
23 him half the money, \$1220, on October 1st, and I  
24 paid him \$1220 on October 15th, and we hadn't made  
25 it to October 15th at this point in time.

1 Q. So it is your testimony that by October 1,  
2 you were completely caught up on these payments?

3 A. Yes, I didn't owe him any money and signed  
4 a new lease. If I had been behind, he would have  
5 made me pay up the lease that I had prior in order  
6 to sign a new lease.

7 Q. Well, he hadn't made you do that  
8 throughout the entire lease. How do you know what  
9 he would have made you do?

10 A. I signed a new lease. The old lease was  
11 null and void.

12 Q. Is it your understanding that if you sign  
13 an extension of a preexisting lease, that it wipes  
14 out amounts due under the old lease?

15 A. I didn't owe him any money, just like I  
16 said here. I paid everything -- if you go to Wells  
17 Fargo Sure Pay, you will see in every comment, it  
18 says how much I owe him left, and he was paid up. I  
19 paid him the \$1220 on the 1st that I was supposed to  
20 pay him, and I was going to pay him the \$1220 on the  
21 15th that I was supposed to pay him. And then I  
22 spoke to an attorney, and they advised me not to pay  
23 him anything further, because of this e-mail that I  
24 received on the 10th.

25 Q. In this e-mail that you sent, you said, "I

1 expect \$1,000 in the medical bills that I've spent  
2 in the last month to be taken off my rent." What  
3 medical bills were those? who had you seen? The  
4 two ENTs?

5 A. The two ENTs.

6 (Whereupon, the court reporter marked Epps Exhibit  
7 Number 33 for identification.)

8 EXAMINATION RESUMED BY MR. BACH:

9 Q. I'm handing you what's marked as Exhibit  
10 33. This is more or less the e-mail chain that we  
11 just looked at, but it has an additional forward.  
12 It looked like you forwarded this to Paul Fazzone?

13 A. Uh-huh.

14 Q. With, "FYI exclamation point, exclamation  
15 point." Why did you do that?

16 A. Because me and Paul Fazzone had been  
17 speaking back and forth for months about all the  
18 issues in this house and everything that Rick was  
19 not paying for. And I was told that Rick was not  
20 paying them, so that was the reason why he was not  
21 doing the work on the house.

22 Q. Paul told you that?

23 A. Yes.

24 Q. And just to be clear, before you signed  
25 the lease extension, it's your testimony that you

1 disclosed all these issues to Rick and that he said  
2 he'd fix them, is that correct?

3 A. Rick said he would fix them, and Paul said  
4 he would fix them.

5 Q. And did you disclose those to him in the  
6 e-mail?

7 A. In the e-mails, and text messages, and  
8 phone calls, yes.

9 (Whereupon, the court reporter marked Epps Exhibit  
10 Number 34 for identification.)

11 EXAMINATION RESUMED BY MR. BACH:

12 Q. I show you what has been marked as Exhibit  
13 34. This is another e-mail in the same chain. And  
14 you've got -- if you look at the first new e-mail,  
15 it's from October 11, 2017, and it starts off with  
16 saying, "This is my Zelle account." Did you see  
17 that?

18 A. Yes.

19 MR. BACH: Let's take a short break.

20 (Whereupon, a recess was taken.)

21 EXAMINATION RESUMED BY MR. BACH:

22 Q. We were just looking at Exhibit Number 34.  
23 It says, "This is my Zelle account." What's a Zelle  
24 account?

25 A. Wells Fargo, it's a bill pay. It just



1 sends it automatically to him, transfers it from my  
2 account to his.

3 Q. All right. And it says, "You can see in  
4 the description that it is very easy to follow what  
5 was paid and what was owed. I owe you \$1220." Do  
6 you see that?

7 A. Yes.

8 Q. So you're saying that in this document, it  
9 shows payments sufficient to catch you up from the  
10 previously outstanding balance?

11 A. Sure does. And he never sent me an  
12 invoice, or questioned it, or said a word, called  
13 me, e-mailed, nothing about me owing him any money  
14 until I sent that e-mail in October. And it clearly  
15 states that he gets the same e-mail I do. And it  
16 says \$200 remaining for August and I paid so. It  
17 shows what was left over, and I paid the \$200 the  
18 next time. It says paid in full for August.

19 And then I paid the remainder of  
20 September, I think I gave him cash for the other,  
21 and then you see where October 3rd, it's showing  
22 half of September, and I paid that \$1220. And then  
23 our agreement, regardless of what the lease said, is  
24 that I would say \$1220 on the 1st, and I would pay  
25 \$1220 on the 15th.

1 Q. So just to be clear, on September 1st, you  
2 would have owed \$2400?

3 A. Yes, \$2440, of which I paid \$1220.

4 Q. Okay. And you've got one here that's  
5 \$1100, so that would take your balance down to  
6 \$1300, correct?

7 A. No, I paid \$1220, so I owed him \$1220.

8 Q. Where do you see \$1220?

9 A. On October 3rd.

10 MS. HINSON: He's back here.

11 THE WITNESS: Oh, no, that was paid --  
12 that was the remainder of September, it says it  
13 clearly.

14 EXAMINATION RESUMED BY MR. BACH:

15 Q. You got paid in full for August. So then  
16 on September 1st, you owe \$2400. You have a  
17 transfer in here for \$1100, which would take your  
18 balance to --

19 A. No, I didn't owe \$2400 on September 1st.  
20 My lease didn't start until October 1st. So I paid  
21 him the remainder of September on the September --

22 Q. What do you mean your lease didn't start  
23 until October 1st?

24 A. My new lease didn't start until October  
25 the 1st.

1 Q. It was just an extension of the previous  
2 lease.

3 A. No, it was a completely new lease. Kathy  
4 was no longer on it, and Brandon was on a new lease.

5 Q. So is it your understanding that you  
6 didn't owe any money for September?

7 A. I did not owe any money until this October  
8 1st payment for \$1220.

9 Q. And then the October 1st payment is not  
10 even for October.

11 A. Yes, it is.

12 Q. Well, what does it say right there? What  
13 does it say?

14 A. Half of September is what it says, but it  
15 was half of October. I didn't owe \$1220 in  
16 September.

17 Q. Because you just finished paying September  
18 off on October 3rd, according to your note --

19 A. No.

20 Q. -- and so you would have owed \$2400  
21 additional dollars?

22 MS. HINSON: Objection.

23 EXAMINATION RESUMED BY MR. BACH:

24 Q. What does your note say about October  
25 payments? October 3rd, what does it say right

1 there?

2 A. I had no memory. So it says half of  
3 September, but that was the October payment.  
4 Otherwise, it would have said half of September and  
5 it would have been \$1100. I paid the remainder of  
6 September on 9-14-17. We went into a new lease on  
7 October the 1st with my husband on it and no longer  
8 Kathy on it. That was a completely new lease. On  
9 October the 3rd, I made the half of October payment  
10 for \$1220. That was the first time that I had to  
11 pay half, which was \$1220.

12 Q. Would you agree with me that for the  
13 months of September and October, you owed a total of  
14 \$4400?

15 A. No, September was \$2200.

16 Q. And then what's October? How much did you  
17 pay for October?

18 A. \$2440, of which I paid half in October.

19 Q. So then \$4640 is what you would have owed  
20 for those two months, is that right?

21 A. But I paid it. It was already paid.

22 Q. \$4640 was already paid?

23 A. No, the only thing I owed for the lease  
24 was \$1220, everything else was paid for.

25 Q. For the month of September and the month

1 of October, the total amount you would have owed is  
2 \$4640?

3 A. Correct.

4 Q. Did you ever pay Rick --

5 A. Of which everything but \$1220.

6 Q. Hold on. Did you ever pay Rick or Equinox  
7 \$4640 during the months of September or October?

8 A. We moved out of the house before the 15th  
9 payment was going to be due. So -- excuse me. We  
10 moved out on the 17th. I was advised by an  
11 attorney, based upon his information on the 10th  
12 saying he was going to evict us, that if we paid any  
13 amount of money, that he was still going to evict us  
14 and that we needed to find somewhere else to stay.

15 Q. Let me make sure I'm clear about your  
16 testimony from September, because even if you add up  
17 what's on this page, you're still short for  
18 September by --

19 A. I'm not short for September.

20 Q. -- you've got \$2320 on here. So my  
21 question is, your testimony is that there is a  
22 payment in cash that's not reflected on here, is  
23 that what you're saying?

24 A. I believe that's right, yes. I would have  
25 to go back and look and review it, but yes, I do

1 believe so. All I owed him was \$1220, and that was  
2 for the October 15th payment.

3 Q. The next payment -- and again, you're  
4 saying that because you think there's a payment  
5 that's not reflected on here?

6 A. Correct, especially because I put on  
7 September 14th that this was the remainder of  
8 September for \$1100.

9 Q. On October 11th, 2017, you sent another  
10 e-mail to Rick. You said, "I am too busy catching  
11 up from the last" -- this is on the first page --  
12 "the last four and a half weeks of being in bed due  
13 to mold exposure." Do you see that?

14 A. Yes.

15 Q. Four and a half weeks earlier would have  
16 been before your cruise, correct?

17 A. Yes.

18 Q. But you weren't in bed during the cruise?

19 A. No, I felt great during the cruise.

20 Q. And during that entire time, that four and  
21 a half weeks, were you in bed the entire time?

22 A. No, I can't be. I'm the sole income  
23 earner in my household. I don't have an option.

24 Q. Do you have any kind of receipt to show  
25 the cash payment you allege you made?

1           A.    I can go back and pull -- I'm pretty good  
2 on keeping up with my stuff, yes.

3           Q.    When you made the cash payment, did you  
4 drop it in a box, or did you hand it to him?

5           A.    I have no clue what I did. I couldn't put  
6 sentences together.

7           Q.    You were putting some pretty good  
8 sentences together in your e-mails.

9           A.    You're exactly right. I mean, I had major  
10 massive short-term memory loss at that point.

11          Q.    But your major massive short-term memory  
12 loss wasn't so bad that you didn't know for certain  
13 that you had given a cash payment that was not  
14 reflected in the books?

15          A.    What I can tell you is that I see that  
16 there's a remainder of September that I paid. And  
17 the deal was is that I pay on the 1st and the 15th.  
18 So it would make sense to me that if I put the  
19 remainder of September in there, that I was paying  
20 the final payment for September on September 15th,  
21 for the September 15th payment. So I would have to  
22 go back and look in my records.

23 (Whereupon, the court reporter marked Epps Exhibit  
24 Number 35 for identification.)

25 EXAMINATION RESUMED BY MR. BACH:

1 Q. This e-mail is mostly what we've looked  
2 at, but there is an e-mail right in the middle that  
3 wasn't contained on the previous exhibit. If you  
4 look on the bottom of the page, it states October  
5 11, 2017, this is Rick responding to your claim that  
6 you are caught up. It says, "In the statement  
7 attached, go to each item you have been charged. If  
8 I have not recorded a payment against that specific  
9 charge, send proof of premium. For checks send an  
10 image of the cleared check. For SurePay or Zelle,  
11 show Wells' proof of payment. Similarly send proof  
12 of payment for any payments are made that I have  
13 somehow not recorded." Did you do that?

14 A. I went in my Zelle account, and he sent me  
15 an invoice that was \$2,000 less than what the prior  
16 invoice was.

17 Q. We just agreed that your Zelle account  
18 doesn't reflect all the payments. So did you ever  
19 send him proof of any other kind of payment?

20 A. No, I didn't.

21 (Whereupon, the court reporter marked Epps Exhibit  
22 Number 36 for identification.)

23 EXAMINATION RESUMED BY MR. BACH:

24 Q. I believe this is your response dated  
25 October 13th, 2017. You said, "I am not continuing



1 with you on this. I am sick again and I can assure  
2 you it is a direct correlation to the mold." So at  
3 that point in time, you had decided that this was  
4 mold-related?

5 A. Yes.

6 Q. And you had done that, based on your  
7 conversations with a PA, and a chiropractor?

8 A. And a mold test.

9 Q. Okay. Had the mold testing been done at  
10 this point?

11 A. Uh-huh, October -- I believe it was  
12 October 9th, I'm not sure.

13 Q. Are you under the impression that all mold  
14 in the air makes you sick?

15 A. No, there's only actually mold spores, and  
16 there are 25 percent of the population that gets  
17 sick if their immune system is compromised, and mine  
18 has been compromised. So obviously, no, not all  
19 mold makes you sick, but the types of mold that were  
20 found in our house, the house we were renting,  
21 definitely make you sick.

22 Q. Are you aware that mold is in the air at  
23 all times in pretty much all places in the South?

24 A. I am aware. When it gets confined into a  
25 house, then you start getting sick. It's one thing

1 to walk outside and there's mold. It's another  
2 thing to live in mold.

3 Q. So you took the fact that the mold test  
4 found spores and determined that that was what was  
5 making you sick?

6 A. The doctors couldn't figure out anything  
7 else. I didn't have a brain tumor.

8 Q. Which doctors? The PA and the  
9 chiropractor?

10 A. The two ENTs.

11 Q. The two ENTs told you you had mold?

12 A. When you have massive pressure on your  
13 brain and right here (indicating), and your ears are  
14 ringing, and your eardrum busts, and two ENTs tell  
15 you that there's nothing wrong with your ear, and  
16 you don't have an infection of some sort, then you  
17 have to --

18 Q. That's not my question. The ENTs didn't  
19 tell you this was related to mold, did they?

20 A. No, they didn't, but --

21 Q. But you assumed it was, because they  
22 couldn't figure out what the problem was?

23 A. Sure did. I didn't get sick until I came  
24 back to the house after the cruise as far as really  
25 sick. And then I just couldn't function any more

1 after that.

2 (Whereupon, the court reporter marked Epps Exhibit  
3 Number 37 for identification.)

4 EXAMINATION RESUMED BY MR. BACH:

5 Q. I show you what's been marked as Exhibit  
6 37. This is an e-mail dated October 16th, 2017.  
7 The second page, if you'll look, it has lab reports  
8 from Brent Horton, mold and air, this is October  
9 17th, 2017. Is this the first report that you're  
10 aware of concerning mold in the premises?

11 A. The report was done on the 13th, I  
12 believe. Maybe he e-mailed it, but he actually  
13 completed the report on the 13th, and I think he  
14 came on the 9th or the 10th to actually do the mold  
15 test. And that's where he found all of the humidity  
16 and 100 percent humidity in the floor in the  
17 bathroom, and that's where he did -- I think he did  
18 thermography scans at that time and found issues.

19 Q. If you look in the middle there, you've  
20 got an e-mail that you wrote to Rick talking about,  
21 you say, "My sickness that I have had for the last  
22 five and a half weeks has been directly related to  
23 your negligence." Do you see that?

24 A. Yes.

25 Q. What negligence are you talking about?

1 What did Equinox do?

2 A. For one, he never even looked for a water  
3 leak. He never hired anybody to come and check in  
4 May to find a water leak. Two, he hired someone to  
5 come out -- a crew to come out, and they did not  
6 contain the area and so the mold spores went  
7 everywhere and infested the entire house and the  
8 air-conditioning unit. Three, he didn't fix any of  
9 the issues until four months later. So I mean, all  
10 he did was cover it up. He just put some drywall  
11 back up and had some paint put back on the walls, he  
12 never fixed the problem, and there was mold  
13 everywhere.

14 Q. You told me that you were not aware of the  
15 mold problems in the house when you re-signed the  
16 lease, correct?

17 A. We were not.

18 Q. How would Equinox be aware?

19 A. Because the mold has been in that house  
20 for over five years.

21 Q. How do you know that?

22 A. Because prior e-mails have e-mailed him,  
23 and I have pictures of mold in that house. The  
24 water damage that was from Paul Fazzone will tell  
25 you that there was mold in that house, that they've

1 had prior issues with that house.

2 Q. If Paul Fazzone doesn't agree with you --  
3 well, let me ask you this. Do you know, did the  
4 prior tenants ever take down any walls -- you found  
5 the toilets behind the -- or the mold behind the  
6 drywall when they pulled the toilet up. Do you have  
7 any idea if those two things were ever done prior to  
8 your occupancy of the house?

9 A. I was told that the first water leak, it  
10 took weeks and weeks for him to get someone out to  
11 come and clean up the leak, and he never did any  
12 sort of remodeling, nothing, he left it just as it  
13 was.

14 Q. Are you talking about a prior tenant?

15 A. A prior tenant.

16 Q. What if what this prior tenant told you  
17 was wrong? Would you be mistaken? Would you agree?

18 A. No, we saw the actual water damage in the  
19 house.

20 Q. What do you mean?

21 A. So just like I said, the water stain that  
22 was on the dining -- above the dining room.

23 Q. You think that's the same thing as related  
24 to what was under the toilet and behind the walls?

25 A. That's what I'm saying, they're all

1 completely different things, because he didn't keep  
2 the house up like he was supposed to.

3 Q. Is it possible for the house to have a  
4 water stain in the ceiling without having mold  
5 infestation? Is it your opinion that if it has a  
6 water stain somewhere, it has to be mold?

7 MS. HINSON: Objection.

8 THE WITNESS: I have no clue. I didn't  
9 even know what mold was when we moved into that  
10 house.

11 EXAMINATION RESUMED BY MR. BACH:

12 Q. And your only basis for saying that this  
13 preexisted your occupancy is what you've heard from  
14 two other tenants?

15 A. No, two neighbors that have told us that  
16 there was --

17 Q. They told you that there was mold behind  
18 the walls?

19 A. No, they told us that there was water that  
20 went into the house, and the house wasn't  
21 waterproofed properly, and he had to deal with that  
22 twice.

23 Q. How would they know?

24 A. Because they live beside the house.

25 Q. Do you think that they have -- are you

1 aware that this house was waterproofed in 2010 at a  
2 cost of \$25,000?

3 A. I was told that in the last deposition, I  
4 believe, yes.

5 Q. And do you have any idea what was done  
6 then?

7 A. I don't know but, I know the waterproofing  
8 is rotting off the house, because I have pictures of  
9 it.

10 Q. Do you know if any testing has ever been  
11 done to determine if that waterproofing was  
12 insufficient?

13 A. No, that wouldn't be my responsibility.

14 Q. And you didn't learn of the problems with  
15 the mold in the house, you said, until after the  
16 September lease re-signing, but you believe --

17 A. We knew about mold in May. But when they  
18 took the mold out of the drywall, I didn't  
19 understand mold spores and I didn't understand  
20 mycotoxins, so I had to educate myself and  
21 understand all of that. And I didn't understand it  
22 until I was told by a realtor in October that I  
23 needed to get the house tested for mold.

24 Q. So your testimony is, is that you believe  
25 Rick was negligent, or Equinox, because they never

1 looked for a water leak, there was mold spores that  
2 infested the house, and that they didn't fix issues  
3 for four months?

4 A. He never remediated anything in the entire  
5 house. And then he --

6 Q. What do you mean, "he never remediated in  
7 anything in the house"?

8 A. When there was mold in May, he never  
9 remediated the house.

10 Q. What do you mean by "remediated"?

11 A. Mold remediation is actually where you go  
12 in and you contain the area to make sure that mold  
13 doesn't go anywhere else in the house, and you  
14 actually do exactly what Dan -- whatever his name is  
15 from the cleaning company -- suggested that you do  
16 to the house.

17 Q. And that was in October, when he suggested  
18 that?

19 A. Correct.

20 Q. That was not before this e-mail that you  
21 sent about his negligence, right? That was in  
22 October when you heard about the remediation?

23 A. So I didn't know what remediation was. I  
24 didn't understand mold. I had never seen mold  
25 before in my entire life, so this was all new to me.



1 Q. Isn't it possible that Equinox learned  
2 about the problems with mold in the house at the  
3 exact same time that you did?

4 A. No.

5 Q. That's not possible?

6 A. No.

7 Q. Were they ever there?

8 A. No, the e-mails going back from Rick to  
9 the tenants prove that. "Yes, it looks like mold.  
10 I assure you that mold like this is ubiquitous and  
11 doesn't cause harm unless you eat it."

12 Q. What are you talking about?

13 A. That was his words back to a tenant five  
14 years ago, five years prior to our having a problem.

15 Q. Is it your opinion that there being mold  
16 anywhere in the house represents a health problem?

17 A. It depends on the type of mold. The types  
18 of mold that were in our house, yes, they were major  
19 health problems.

20 Q. Is this statement accurate, that there  
21 could be mold in the house that is benign?

22 A. It could be, but he never did anything  
23 about it.

24 Q. Do you think that your house is completely  
25 mold-free?

1 A. Yes. Anything that's toxic mold that  
2 would cause me issues, yes.

3 Q. If we tested it, you don't think we would  
4 find any spores of any kind?

5 A. I think you would find basidiospores,  
6 which are everywhere, yes. But no Aspergillus, and  
7 Penicillium, and Cladosporium, and Curvularia, which  
8 were the ones that were massive in our house.

9 Q. And then after that e-mail, do you know if  
10 any other tenant was ever sick from mold?

11 A. No, they didn't live in it long enough.  
12 They had too many issues with Rick.

13 Q. How long did they live in it?

14 A. For a year.

15 Q. For a year?

16 A. I think a year was the longest that they  
17 lived in it.

18 Q. But you lived in it for almost 18 months  
19 before you were sick.

20 A. No, I lived in it for August -- yeah, 18  
21 months, you're right.

22 Q. Do you think that it's possible that the  
23 water leakages from whatever source caused the mold  
24 problem to get worse?

25 A. Oh, yeah, I mean, I think so. I think in

1 May, that water leak caused it to be worse. But  
2 after SERVPRO came out to the house and showed us  
3 where there was mold all over the entire downstairs  
4 basement.

5 Q. Do you think it's possible that Equinox  
6 did not know, to the extent there was a severe  
7 problem, the severity of the problem until you  
8 started getting sick?

9 A. I think they would have figured it out had  
10 he hired a plumber or someone to come out and  
11 actually look at the water leak, and find that there  
12 was an issue, and start ripping the stuff out, and  
13 they would have figured that out.

14 Q. But they did rip out stuff.

15 A. For a month -- it took over a month and it  
16 was complete -- or it took over three weeks, and it  
17 was completely infested with mold at that point.

18 Q. So you moved out October 17th, is that  
19 right?

20 A. Yes.

21 Q. And then you sent -- you had an attorney  
22 send an e-mail or a letter --  
23 (Whereupon, the court reporter marked Epps Exhibit  
24 Number 38 for identification.)

25 EXAMINATION RESUMED BY MR. BACH:

1 Q. This is Exhibit 38. This is a letter that  
2 was sent by Merritt Webb. And I'm not sure I know  
3 who that is, but is this an attorney that you hired?

4 A. It's an attorney through LegalShield.

5 Q. What is LegalShield?

6 A. Legal prepaid services.

7 Q. Is that a program you subscribe to?

8 A. Yes.

9 Q. And were they writing on your and  
10 Brandon's behalf?

11 A. Yes.

12 Q. And it says that you are terminating the  
13 lease effective October 26, 2017. Do you see that?

14 A. Yes.

15 Q. So was that your -- that was the date in  
16 which you-all were terminating the lease?

17 A. That's the date that they put on there,  
18 yes. That's if the situation listed below is not  
19 corrected. So no, that was not it.

20 Q. Was it corrected to your satisfaction by  
21 October 26th?

22 A. No, and we sent another e-mail saying when  
23 we were going to terminate the lease.

24 Q. Well, why would it have not terminated by  
25 October 26th, if that's what it says here?

1           A.     Because nobody would accept our stuff. So  
2 we had to move out of the house and find another  
3 location. And even though we were living in a  
4 hotel, we contacted numerous people and were told by  
5 the same mold inspector or the mold guy who tested  
6 our furniture that we couldn't take our stuff to any  
7 facility, because it would continue to grow mold if  
8 it was not a contained area, that it had to be  
9 climate controlled. But we couldn't take it to  
10 climate control facility, because if we did, the  
11 mold would get into the ventilation system and it  
12 would contaminate the entire facility. So we were  
13 told that liability-wise, if we took the stuff out  
14 of that house, then we would be liable knowing that  
15 it was covered in mold.

16           Q.     Will you read the portion of Exhibit 38  
17 that says that the lease is not terminated effective  
18 October 26, 2017 if you-all can't find a place to  
19 move your stuff, read that portion for me.

20           A.     No, it says if the situation listed below  
21 is not corrected within 14 days, then we would  
22 terminate the lease, and we sent another e-mail.

23           Q.     Was it corrected within 14 days?

24           A.     No, we sent another e-mail five days  
25 later.

1 Q. And was there any caveat or condition  
2 that's contained in this letter?

3 A. Not in that letter.  
4 (Whereupon, the court reporter marked Epps Exhibit  
5 Number 39 for identification.)

6 EXAMINATION RESUMED BY MR. BACH:

7 Q. Was this second letter that was sent on  
8 October 18th, is this also from your attorneys as  
9 well?

10 A. Yes.

11 Q. And now this one says that you're giving  
12 formal notice that you're terminating the lease  
13 effective November 18th. Do you see that?

14 A. Yes.

15 Q. So is that the date of the termination?

16 A. That's the date that they told us we  
17 needed to list 30 days out, so that's what they did,  
18 yes.

19 Q. Did you ever pay any additional rent after  
20 September 2017?

21 A. The house was condemned October 27th. So  
22 I was supposed to make a payment, like I said, on  
23 October 15th, which would have been October's final  
24 payment was \$1220. And I was advised by this law  
25 firm that if I paid any payments, then he would just

1 still evict me. So the best thing that I was to do  
2 was to move out of the house and get a hotel,  
3 because I was sick, and all the hotel bills would be  
4 deducted from the amount of rent that I owed him.  
5 So we paid \$300 a day for a hotel to live in, so I  
6 would have offset all of the rent that I was  
7 supposed to pay him --

8 Q. We're going to be here all night. Can you  
9 just answer my question? That's not my question.  
10 My question is I'm just trying to figure out what  
11 day you-all considered the date terminated, because  
12 we have two separate dates in two separate letters.  
13 Is this the date you considered the lease  
14 terminated, or do you consider it the October 26th  
15 date?

16 A. No, the house was condemned October 27th.

17 Q. Is that the date you consider the lease  
18 terminated?

19 A. I don't consider it terminated.

20 Q. Even today?

21 A. At this point, I don't know. I don't  
22 know, because I didn't make up this paperwork.

23 Q. So did your lawyer lie?

24 A. We spoke to an attorney. We told the  
25 attorney that he wouldn't fix the house. We

1 expected him -- any good human being would fix their  
2 property so you wouldn't be sick, so we expected him  
3 to fix the house within 14 days. So that's why we  
4 put it on here. They said, You have to give him 14  
5 days' notice before you go to Code Enforcement.

6 Q. Just so I'm clear, my client, Equinox, got  
7 one letter saying that they were terminating the  
8 lease effective October 26th, and a second letter  
9 from your attorneys stating that you were formally  
10 terminated the lease November 18, 2017, and you're  
11 telling me that neither one of those letters is  
12 correct?

13 A. I don't know when the lease ended.

14 Q. Okay. Can we rely on your attorneys, or  
15 were they lying?

16 A. No, I've had that argument the whole  
17 entire time, so I don't know when the lease ended,  
18 and I can't answer that.

19 Q. Did my client have a right to rely on what  
20 your attorneys were telling him about when the lease  
21 terminated?

22 A. Well, seeing as how we went into court,  
23 and the judge gave him -- said that he could not  
24 evict us in any way on November the 17th, I did not  
25 expect that any --



1 Q. The judge didn't say he couldn't evict,  
2 the judge threw the case into Circuit Court.

3 MS. HINSON: Objection.

4 EXAMINATION RESUMED BY MR. BACH:

5 Q. I'm just asking you -- my only question to  
6 you is why can we not rely on the two letters that  
7 your attorneys sent about the termination date of  
8 the lease, two of them?

9 MS. HINSON: Objection as to form.

10 Misstatement of what the Court represented to  
11 the parties.

12 EXAMINATION RESUMED BY MR. BACH:

13 Q. Two letters your attorneys sent, both with  
14 termination dates. Why can't we look on those and  
15 rely on those for the termination?

16 A. Because we got new information and  
17 realized that we couldn't take our stuff out of the  
18 house, that there was nowhere that we could put our  
19 stuff.

20 Q. But you knew that --

21 A. We weren't in the house.

22 Q. You told me that you knew that as of  
23 October 12th, and that's why you gave the 14 days.  
24 And then you sent another letter saying that it was  
25 terminated a second time in November.

1           A.    I can tell you that when I walked into a  
2    courtroom on November the 17th, I thought that  
3    everything that came from this attorney was null and  
4    void.  So I expected that I would not lose my stuff,  
5    because on November the 17th, the judge said that he  
6    could not evict me, period.

7           Q.    How long -- the judge did not say that --

8           A.    Yes, he did.

9           Q.    -- number one.  And number two --

10          MS. HINSON:  Okay.  I'll --

11          MR. BACH:  I'll take the deposition that I  
12    want to take.  You can object, if you want to.

13          MS. HINSON:  Misstatement of what the  
14    judge represented.  I was there.

15          MR. BACH:  I would caution you about your  
16    objections.  You're supposed to object to the  
17    form in this state.

18          MS. HINSON:  I'm objecting to the form,  
19    because you're misstating the facts.

20    EXAMINATION RESUMED BY MR. BACH:

21          Q.    All right.  So in your opinion, as you sit  
22    here today, the lease still has not been terminated,  
23    in your opinion?

24          A.    The house was condemned on October 27th.  
25    We went into a courtroom on November the 17th and

1 the judge -- because he sued me and filed an  
2 eviction notice, and the judge stated at that point  
3 in time that I did not have to pay any rent. He  
4 stated that even though our stuff was being in the  
5 house, that I didn't have to pay any rent, and that  
6 he could not evict me in any way until we got to  
7 Circuit Court, that it was going to be combined.

8 Q. Is it your opinion that the lease is still  
9 in effect? That's my only question. Is it your  
10 opinion that the lease is still in effect?

11 A. I don't know, because the house was  
12 condemned.

13 Q. And when you sent two separate letters  
14 indicating that the lease was terminated, you did  
15 not feel like those had any effect whatsoever on the  
16 lease?

17 A. I did not understand what had to happen as  
18 far as mold.

19 Q. And when your attorneys, as your agents,  
20 sent those letters, they were making a  
21 misrepresentation, as to your opinion?

22 A. That is correct.

23 Q. They were lying to my client?

24 A. I don't think that they were lying, but  
25 based -- we didn't have all the facts.

1 Q. Are you saying that it was based on what  
2 you told them?

3 A. No, they told me I had to give them a date  
4 that we were moving out of the house. So I said,  
5 Well, I have to have at least 30 days. And they  
6 said, Well, we can put November the 18th. And I  
7 said, Well, I don't know where we're going to find a  
8 house. Then I talked to the guy -- I rented a  
9 U-Haul truck, I was going to put all of our stuff in  
10 it. I called the guy who did all the testing that  
11 you guys hired as well, and he told me that we could  
12 not take that stuff off that property.

13 And then when I got into a courtroom on  
14 November 17th and the judge told me that he could  
15 not evict me in any way and that we did not have to  
16 pay rent, yes, I guess at that point in time the  
17 lease was still ongoing, I don't know.

18 Q. Is there some order or writing from the  
19 Court that says what you say, that you didn't have  
20 to pay rent, you could keep your stuff there  
21 indefinitely? Do you have some order or writing  
22 saying that?

23 A. There's an order stating that it was  
24 connected to the Circuit Court.

25 Q. No, I'm not asking you that. I'm asking

1 is there an order or writing from the Court that  
2 says that you could keep your stuff there  
3 indefinitely during the pendency of this matter  
4 without paying rent?

5 A. I know what the judge said.

6 Q. Did he put it in writing anywhere?

7 A. There's a court reporter, I'm sure, that  
8 has his testimony.

9 Q. There is not unfortunately, because it's  
10 Magistrate Court.

11 (Whereupon, the court reporter marked Epps Exhibit  
12 Number 40 for identification.)

13 EXAMINATION RESUMED BY MR. BACH:

14 Q. I've marked this as Exhibit 40. On  
15 October 25th, 2017, my client sent you an e-mail  
16 that states that, "This is notice that we will be at  
17 618 Garden Rose Court at 1:00 p.m. today." And then  
18 the next day, if you flip to the second page, it  
19 says, "This is notice I will open the house for  
20 insurance adjuster Monday 10/30 after 12:00 p.m."  
21 And then on October 30th, you sent him an e-mail  
22 stating, "After further thought, I have contacted  
23 Greer CPW." What does CPW mean?

24 A. Power and water.

25 Q. So were you turning the power and water

1 off in the house?

2 A. We didn't live there.

3 Q. Right. And it was according to your  
4 attorneys, who are apparently liars, your intention  
5 to vacate by November 17th?

6 A. The house was condemned.

7 Q. "Should you decide to go into the house  
8 without my knowledge, I will contact the police as  
9 you have no permits and no reason to be in the  
10 house." Do you see that?

11 A. That is correct.

12 Q. Didn't you want him to do mold  
13 remediation?

14 A. Without us being at the house, no, because  
15 all our stuff was in the house.

16 Q. So as a landlord, who you've claimed has  
17 all these issues with the house; leaks, drywall  
18 missing, mold remediation that needs to be done,  
19 your statement to him is that you will call the  
20 police if he even tries to go in there?

21 MS. HINSON: Objection.

22 EXAMINATION RESUMED BY MR. BACH:

23 Q. Is that correct?

24 A. He wasn't doing the work, Paul Fazzone  
25 was.

1 Q. So you stated, "You have no reason to be  
2 in the house," but that's not true, he did have a  
3 reason to be in the house, didn't he?

4 A. He wasn't doing any work. October 25th,  
5 he came to the house and they started ripping up the  
6 flooring in the bathroom exposing more mold spores  
7 all over the entire house.

8 Q. It's his house though, right?

9 A. I was renting it at that time.

10 Q. Not as of October 27th?

11 A. This was October 25th.

12 Q. No, it's October 30th. It's October 30th.  
13 And as of --

14 A. No, this was October 25th.

15 Q. Your e-mail stating that you were going to  
16 call the police if he went in there was October  
17 30th.

18 A. Exactly. October 25th, he came to the  
19 house and started ripping out --

20 Q. As of October 27th, you had terminated the  
21 lease, according to your attorneys.

22 A. October 27th was the date that the house  
23 was condemned.

24 Q. And as of October 26th, you had terminated  
25 the lease, according to your attorneys.

1 A. No.

2 Q. That's what they said?

3 A. They said if he did not do the work.

4 Q. Not only did Equinox have a right to be in  
5 his house, you actually initially kept telling him  
6 that he needed to come out and do all of these  
7 things and then when he actually comes out there  
8 with an insurance adjuster, you threaten to call the  
9 police on him, correct?

10 A. No, he came with an insurance adjuster,  
11 and I was there with all the pictures of everything  
12 that was going on with the house and all the  
13 inventory in our house, because I wanted to speak to  
14 the insurance adjuster and give him our expenses  
15 that all the stuff in the house that we were losing,  
16 and he told the insurance adjuster that he would  
17 reschedule with him and that we needed to leave.

18 Q. So he had a reason to be out there to let  
19 his insurance adjuster in?

20 A. I was there, and I would have been  
21 perfectly happy for him to do it.

22 Q. To have contractors in to do the work that  
23 you had been asking for?

24 A. I would be perfectly happy to be there  
25 with him, as our stuff was still in the house.



1 Q. To go out and have a mold company out  
2 there, that's another reason.

3 A. I would have been perfectly happy to do  
4 it.

5 Q. To do the mold remediation that you had  
6 been requesting?

7 A. Yes, that he wasn't doing.

8 Q. To go out and just inspect his property  
9 and see the condition of it after you're vacating  
10 it, that would be another reason, correct?

11 A. I wasn't vacating the property.

12 Q. Well, you had moved out at that point, had  
13 you not?

14 A. All my stuff was still in the house.

15 Q. But you-all moved out? You weren't living  
16 there?

17 A. We had to move out.

18 Q. My question is, had you moved out? If you  
19 just answer the question, we will get done with this  
20 deposition today. Otherwise, we're going to be back  
21 here tomorrow morning doing this deposition all day  
22 tomorrow.

23 A. No, I have to go to a hearing tomorrow.

24 Q. Well, the deposition notice continues from  
25 day to day, so we're going to keep going until I

1 finish.

2 MS. HINSON: Objection.

3 THE WITNESS: October 17th, we went --

4 EXAMINATION RESUMED BY MR. BACH:

5 Q. All I'm asking is were you living in the  
6 house when you sent the e-mail?

7 A. Our stuff was in the house.

8 Q. Were you living there?

9 A. October 17th, we moved into a hotel.

10 Q. Thank you. That's all you have to say.

11 A. I've tried to say it three times.

12 Q. No, you haven't.

13 MS. HINSON: Objection.

14 EXAMINATION RESUMED BY MR. BACH:

15 Q. You say all your stuff was there. All I'm  
16 asking you is were you still living there?

17 MS. HINSON: If you're going to raise your  
18 voice and scream at my client, we're going to  
19 have to terminate this until you can get  
20 yourself under control.

21 EXAMINATION RESUMED BY MR. BACH:

22 Q. Let me ask you this. Given all the  
23 reasons that my client had to be in the house, do  
24 you feel like it was fair to threaten him with  
25 calling the police if he went in there to do any of

1 these things?

2 A. Based upon the lease, your client is  
3 supposed to notify me within two hours of going into  
4 a house. That's what the notification is. That's  
5 what the South Carolina Residential Landlord And  
6 Tenant Act says, he's supposed to notify me, and I'm  
7 allowed to be there.

8 Q. Is it your testimony that you would not  
9 have called the police if he had given you notice?

10 A. Correct. All I asked is that I be there  
11 and be a part of it to see what else he's doing to  
12 put my life, and my family, and my stuff's life in  
13 the danger.

14 (Whereupon, the court reporter marked Epps Exhibit  
15 Number 41 for identification.)

16 EXAMINATION RESUMED BY MR. BACH:

17 Q. This is an e-mail that's Exhibit 41. It's  
18 an e-mail dated -- let me ask this. Is  
19 hopeoutsidethebox one of your e-mail addresses?

20 A. I don't check it, but yes.

21 Q. This is an e-mail from Rick to you and  
22 Brandon stating, "This is notice, as the lease says  
23 I must give notice, that Thursday and Friday of this  
24 week and next week I intend to clean out abandoned  
25 food items, trash and trash cans." Do you see that?

1           A.    I do.  So we're still operating under a  
2   lease and he's finally giving me notice.

3           Q.    Is this the type of notice that you are  
4   saying that you wanted or is required?

5           A.    Yes, but he didn't give me actual notice,  
6   he just told me he was going to be there Thursday,  
7   Friday, Monday.

8           Q.    What do you think actual notice consists  
9   of?

10          A.    The date and the time.  And I requested  
11   that, and he did not give it to me.  "You are  
12   required to provide us with a time, not a date  
13   range.  Also, Tor Ellstrom has told you numerous  
14   times that you are not to be doing work on the home  
15   with our personal belongings there."

16          Q.    Let me stop you and ask a question.  Is it  
17   your understanding that Tor Ellstrom told Rick that  
18   he was not supposed to be doing work on the home?

19          A.    Without removing our -- allowing us to  
20   remove our stuff or remediating the house.

21          Q.    Is it your understanding that's what Tor  
22   Ellstrom told Equinox?

23          A.    Yes.

24          Q.    If you-all would not remove your stuff,  
25   would you agree with me that -- and considering your

1 position that he could not do work while your stuff  
2 was in the house, would you agree with me that it  
3 was impossible for Equinox to remediate the house --

4 A. No.

5 Q. -- as the situation existed in September?

6 A. No, because your same guy told him that it  
7 would cost \$19,000 to remediate everything in the  
8 house, and we agreed.

9 Q. What do you mean?

10 A. AdvantaClean sent us an e-mail and a quote  
11 of how much it would cost to remediate the whole  
12 house, and it was \$19,000. And so he wanted to tent  
13 the house and remediate everything in it, and that's  
14 exactly what we wanted to do. He had a conversation  
15 with Paul Fazzone and Rick Dreskin, and they refused  
16 to allow him to remediate the house.

17 Q. Are you aware that a second mold sampling  
18 was done after the first one and after that quote?

19 A. I'm aware that he came a week before, told  
20 him where he was going to test the stuff, and you  
21 tested little one-inch -- we did air quality tests,  
22 not samples. We did actual -- the air quality in  
23 the entire house.

24 Q. That wasn't my question. My question was,  
25 are you aware that a second test was done after the

1 quote and after the first air sample test?

2 A. I am, on seven little one-by-one squares.

3 Q. And as the situation existed in December  
4 of 2017, you-all wanted him to remediate the house  
5 and spend \$19,000 to do a mold remediation where  
6 they tented the house, is that correct?

7 A. Correct.

8 Q. You were not willing to allow them to do  
9 any other type of remediation with your stuff in the  
10 house?

11 A. That was what he was supposed to do first.  
12 He had been told by three remediation companies that  
13 he had to remediate the house first.

14 Q. Just answer my question.

15 A. No, he could have done anything, but our  
16 stuff had to be taken care of. So every remediation  
17 company told him you have to remediate the stuff  
18 first.

19 Q. Every remediation company? Which ones?

20 A. SERVPRO, AdvantaClean, and Code  
21 Enforcement.

22 Q. My question is, you wanted him to do this  
23 \$19,000 tenting, correct?

24 A. Yes.

25 Q. Is there any remediation that you would

1 have accepted or permitted him to do without calling  
2 the police on him that did not involve that?

3 A. There is no other option. The whole  
4 entire house and the air-conditioning unit was  
5 infested with mold.

6 Q. You wanted -- I'm just going to keep  
7 asking the question. You wanted him to do a \$19,000  
8 remediation with a tent?

9 A. That was the only option, yes.

10 Q. You would not have allowed him to do any  
11 other type of remediation --

12 A. That's not true.

13 Q. -- with your belongings in the house?

14 A. That's not true.

15 Q. What other types of remediation that he  
16 could have done that would have satisfied you?

17 A. I have no clue. We would have talked to  
18 another remediation company and got another quote.

19 Q. If he did talk to another remediation  
20 company and got another quote that was less than  
21 that amount, you're saying you would have been  
22 satisfied with that?

23 A. If he was willing to remediate our stuff,  
24 yes, you're exactly right. I wanted all my stuff.  
25 I mean, I lost everything I owned, and so did my

1 kids.

2 Q. Let me ask you this. Why did you feel  
3 like everything in the house was contaminated? Who  
4 told you that?

5 A. Well one, the air quality test had a  
6 thousand times the amount of mold in a house that it  
7 should in one room. And then when I had my  
8 children's test results back, the mold IGGs that  
9 were done, my daughter, who was two stories up and  
10 the furthest away from the mold, her antibodies in  
11 her body were 65 times the amount of mold that  
12 should be in a person, in a human being. So  
13 obviously, it had already made its way there. And  
14 there was mold all in the ductwork, there was mold  
15 on the plywood.

16 Q. How do you know that?

17 A. Because I saw it.

18 Q. You saw mold in the ductwork?

19 A. SERVPRO came out and showed it to us.

20 Q. In the ductwork?

21 A. Yes.

22 Q. You actually got in the ductwork?

23 A. There's doors -- in every single closet,  
24 there's a door. You open it up and there's white  
25 sheets of mold sitting on the ductwork, and my



1 children's stuff is sitting there.

2 Q. When I asked you if it was your opinion  
3 that every single item was contaminated, is mold  
4 capable of permeating and attaching itself to every  
5 type of surface?

6 A. Porous, anything porous. So leather --

7 Q. Metal surfaces?

8 A. Metal is okay. But everything I had in my  
9 house was cloth or mattresses or had some sort of  
10 leather.

11 Q. It has to be a porous surface, correct?

12 A. Yes.

13 Q. Is there a way to clean mold off of porous  
14 surfaces?

15 A. If you remediate it, yes.

16 Q. What do you have to do to clean it off?

17 A. I don't know, I just know that you  
18 remediate it. Please don't roll your eyes at me.

19 Q. You also stated -- let me ask you this.  
20 Had you been back to that house since you moved out  
21 in October by December 22nd?

22 A. Yes, I worked in that house.

23 Q. Okay. So you had been going back to the  
24 house?

25 A. I had to go back to the house. All of my

1 stuff was in the house. I couldn't take my whole  
2 entire office, and my employee, and all of our stuff  
3 back to the motel. And after a couple days, I had  
4 to finally decide that I couldn't go back to the  
5 house anymore. We opened up all the windows and  
6 doors in the entire house and let the mold go out of  
7 the house. And I could finally -- October 16th, I  
8 could finally breathe again and function about two  
9 hours after we opened up all the windows and doors.

10 Q. So opening the windows and doors  
11 remediated the mold?

12 A. No, it doesn't remediate it completely.  
13 When you close it right back, it's still there, it  
14 just lets some of it go out. You have to actually  
15 do something to it. You can't just open up windows  
16 and doors, because it comes right back. So it's  
17 still there, all of it.

18 Q. Is mold outside?

19 A. Mold is outside, but it's certain types of  
20 mold that cause the problems.

21 Q. At some point in time, did you install a  
22 burglar alarm to prevent my client from going into  
23 the house?

24 A. We had a burglar alarm to plug into the  
25 wall, because your client wouldn't tell me when he

1 was going to be back at the house. And because I  
2 had tax documents and crucial information that I  
3 didn't have anywhere to place because I was living  
4 in a hotel, and I couldn't take it to a storage  
5 unit, we got an alarm system to plug into the wall,  
6 so we would know when he would be there, so we could  
7 show up at the same time and see what he was doing  
8 to our stuff.

9 Q. To keep my client from going in the house?

10 A. We weren't trying to keep him from going  
11 at all.

12 Q. You said you would call the police on him  
13 if he did?

14 A. No, I said I would call the police on him  
15 if he was there and we weren't there, because based  
16 upon the lease, he's supposed to notify us.

17 Q. Are you required to be there when he's  
18 there?

19 A. If we request it.

20 Q. Is that in the lease?

21 A. I don't know. It's in the South Carolina  
22 Landlord Tenant Act.

23 Q. It is?

24 A. Yes.

25 (Whereupon, the court reporter marked Epps Exhibit

1 Number 42 for identification.)

2 EXAMINATION RESUMED BY MR. BACH:

3 Q. This is a statement that's marked as  
4 Exhibit 42.

5 A. And it seems he understood that on  
6 December 20th. I guess he forgot.

7 Q. He was probably confused by your lawyers'  
8 letters.

9 A. I'm sure.

10 Q. This is a statement that was drafted some  
11 period after you-all moved out tending to show the  
12 amounts you still owed.

13 A. Actually, we were still living in the  
14 house then. This was the first one that he sent me.

15 Q. You're correct.

16 A. This is the first statement he sent me,  
17 and then he changed the statement after I moved out.

18 Q. What do you mean by "the first statement"?

19 A. This is the first statement that I  
20 received from him. I don't even -- I couldn't even  
21 tell you how long it's been since I've received a  
22 statement from this man. October 12th, I received  
23 this, and it said \$5600. And then I argued with him  
24 and told him I didn't owe him that money. And then  
25 he sent me another e-mail, after I sent him my Zelle

1 account, and told me that I owed him now  
2 3,000-and-some dollars.

3 Q. Okay. So he asked you in that e-mail  
4 chain for proof of your payments, you sent it to  
5 him, and he took that into consideration and reduced  
6 the amount that was owed?  
7 (Whereupon, the court reporter marked Epps Exhibit  
8 Number 43 for identification.)

9 THE WITNESS: Look here. We found the  
10 payment, \$1100 on 9-8. He also listed it.

11 EXAMINATION RESUMED BY MR. BACH:

12 Q. Which is Exhibit 43?

13 A. 9-8, I made a payment of \$1100, that was  
14 the first September payment. And 9-14, I made  
15 another payment of \$1100, and that was the 9-14.

16 Q. What was your balance as it remained on  
17 October 13th and the date of this statement?

18 A. This is incorrect.

19 Q. That one is incorrect, too?

20 A. This (indicating) is incorrect, this is  
21 incorrect (indicating).

22 Q. Why is this one incorrect, the 10-13?

23 A. Because I owed him \$1220.

24 Q. Why do you say that?

25 A. Because any time that I sent him an e-mail

1 and told him how much I owed him, there was never a  
2 comeback, or an e-mail, or statement that was sent  
3 to me saying I owed him anything differently.

4 Q. So just to make sure I understand  
5 correctly, because there was no comeback, he was  
6 wrong?

7 A. And then October 1st, we had a new lease.

8 Q. Okay. What difference does that make? I  
9 don't understand your testimony on that.

10 A. So when I signed a new lease as effective  
11 October 1st with a new person on it, what happened  
12 on the prior lease has nothing to do with the new  
13 lease, nothing.

14 Q. You think that erases the obligations to  
15 the amounts that you owed on the prior lease?

16 A. I did not owe Rick Dreskin any money.

17 Q. Because you signed the lease extension?

18 A. No, not because I signed the lease  
19 extension, because I sent him -- every single  
20 payment I sent him through Zelle, I showed him what  
21 the total was. And he never questioned it at all  
22 until I told him that I was sick with mold.

23 Q. Well then, he still said you owed \$3300?

24 A. He came back and said I owed \$3300, you're  
25 exactly right.

1 (Whereupon, the court reporter marked Epps Exhibit  
2 Number 44 for identification.)

3 EXAMINATION RESUMED BY MR. BACH:

4 Q. I've just handed you the "Lease Extension  
5 And Modification Agreement," I believe is what you  
6 have been referring to. Do you see that document?  
7 Is that what you're talking about when you say the,  
8 quote/unquote, new lease?

9 A. Uh-huh.

10 Q. Do you understand -- what does it say  
11 there at the top? What is this?

12 A. "Lease Extension And Modification  
13 Agreement."

14 Q. Okay. And it states the modifications  
15 that have been made down here below. So it states,  
16 I'll represent to you, that it's extending the  
17 former lease but for the modifications that are  
18 contained in there. Did you understand that is what  
19 this meant?

20 A. No.

21 Q. What did you think this meant?

22 A. It's a new lease. It's new people on it.  
23 And it's a new payment that starts October 1st.

24 Q. Can you show me where there are any terms  
25 that would constitute a lease contained in this?

1           A.    I will tell you what I thought and what I  
2   know.   Rick Dreskin got mad on the \$306 payment that  
3   I didn't pay for the plumbing bill.   And because of  
4   that, he sent me an e-mail and told me he was  
5   increasing my rent \$240 a month.   And when he did  
6   that, I expected that I didn't owe him anything  
7   else.   So logically if you're having me sign a new  
8   lease for an extra \$240 a month every single month,  
9   that all of that, everything that he thinks I owe,  
10   the plumbing bill is null and void.   That's exactly  
11   what I thought when I signed this lease.

12           Q.    That's what you thought?

13           A.    When I signed this lease.

14           Q.    When you say "new lease," you're talking  
15   about the Lease Extension And Lease Modification?

16           A.    Yes.   He increased my rent, because of all  
17   of those what he says are late fees and the plumbing  
18   bill.   Otherwise, I wouldn't have signed a new  
19   lease.

20           Q.    I thought you had to sign the new lease  
21   because you were so desperate and there was nowhere  
22   else to go?

23           A.    I would have figured it out.   I mean, this  
24   whole thing, it's just ridiculous.   I wanted my kids  
25   to be at Riverside.



1 Q. This is a -- you sent us about 600  
2 pictures or something -- 300 pictures.

3 A. I'm sure.  
4 (Whereupon, the court reporter marked Epps Exhibit  
5 Numbers 45 for identification.)

6 EXAMINATION RESUMED BY MR. BACH:

7 Q. I've pulled out some of them and marked  
8 that whole thing as Exhibit 45. Let me just ask you  
9 this. As you flip through this, is this all the  
10 things that you are claiming were damaged by the  
11 mold and you lost because of it?

12 A. Yes.

13 Q. So for each of the things in Exhibit 45,  
14 you couldn't salvage it, it had to be thrown away?

15 A. It could have been remediated, but  
16 somebody sold it.

17 Q. But my question is, is that for each of  
18 these items? They were, in your testimony -- and  
19 take your time and flip through it -- they were  
20 contaminated by mold and had to be disposed of or  
21 remediated?

22 A. The leather had to be disposed of, and  
23 upholstery had to be disposed of, and the mattresses  
24 had to be disposed of, and the rest of it could have  
25 been remediated, if we had the opportunity.

1 Q. My question to you though is that for each  
2 item in here, it was contaminated by mold and had to  
3 be professionally remediated, that's your testimony?

4 A. That is correct. That's what I was told.

5 Q. Who were you told that by?

6 A. By a mold inspector and the air quality --

7 Q. Which mold inspector?

8 A. SERVPRO, AdvantaClean, and Brent Horton,  
9 who did the testing.

10 Q. They all told you that?

11 A. Correct. And they put it in paper form  
12 for me and for you-all.

13 (Whereupon, the court reporter marked Epps Exhibit  
14 Number 46 for identification.)

15 EXAMINATION RESUMED BY MR. BACH:

16 Q. This is Exhibit 46. And that set of  
17 pictures --

18 MR. BACH: And somehow a document  
19 shouldn't have been in there that got stuck in  
20 there. If you don't mind pulling it out.

21 MS. HINSON: Is it at the back or just in  
22 the middle?

23 MS. HINSON: It's kind of in the middle.

24 MS. HINSON: Okay. I'll find it.

25 EXAMINATION RESUMED BY MR. BACH:

1 Q. On November 21st, 2017, you did a Facebook  
2 post, is that correct?

3 A. Sure did.

4 Q. Because that's what's shown in Exhibit 46?

5 A. Yes.

6 Q. Okay. Is this your Facebook post?

7 A. Yes.

8 Q. Okay. You said, "Please share this. This  
9 house nearly killed us." Are you talking about the  
10 618 Garden Rose house?

11 A. Yes.

12 Q. "Our landlord refused to fix a water leak  
13 in the home." What water leak are you talking?

14 A. From May 21st, it's still not been fixed.

15 Q. What water leak is that?

16 A. From May 21st, the water leak in the  
17 basement that started the mold.

18 Q. What leak? From where? From the pipes?  
19 From where? What leak?

20 A. It was never determined, because he never  
21 got anybody to come and check. So the Code  
22 Enforcement and the contractor believe that it was  
23 the waterproofing on the house, but he's never had  
24 anybody come out and professionally check it to see  
25 what was wrong with it.

1 Q. Ms. Epps, I understand, you know, your  
2 position in this case. I'm just trying to get your  
3 testimony about your knowledge. You wrote the words  
4 "water leak." All I'm asking you is what did you  
5 mean by that?

6 A. I've told you three times, it was May  
7 21st, the water leak that started, it just continued  
8 and got worse, and worse, and worse. Then upstairs,  
9 apparently the toilet seal and all the water leak  
10 there, all of the contaminated, all of the infesting  
11 of the mold is what causing -- everything that  
12 happened with the house.

13 Q. So when you say "water leak" you're just  
14 referring to --

15 A. The water leak is part of it.

16 Q. And Ms. Epps, listen, I understand you're  
17 upset. I'm just trying to understand, when you say  
18 "water leak," are you talking about something  
19 specific, all the issues?

20 A. It started with a water leak.

21 Q. You just answered my question, but just  
22 listen to my question and answer. I'm just trying  
23 to figure out, when you say the word "water leak,"  
24 I'm trying to figure out what you're referring to,  
25 and you've answered that. You stated that, "which

1 turned into widespread mold all over our home. The  
2 contractor who came and did the work did not contain  
3 the area during the demolition work on the ceiling  
4 and mold spores ran rampant in our home." Do you  
5 see that?

6 A. Yes.

7 Q. Where did the information come from about  
8 the mold spores running rampant?

9 A. Reading books, and talking to the mold  
10 inspectors that came to the house. AdvantaClean,  
11 SERVPRO, and then again Brent Horton, which was the  
12 guy who did all the testing. And talking to real  
13 estate agents, talking to doctors, talking to  
14 environmental doctors, and reading books.

15 Q. All of that combined is how you knew that  
16 mold spores went all over your home?

17 A. Well, when five people tell you that are  
18 professionals, you think yeah, that's probably what  
19 happened --

20 Q. It says --

21 A. -- and your test results prove it.

22 Q. "We lived in the home for five months not  
23 knowing the dangers. By the time we moved out I  
24 could not put sentences together, I had massive  
25 memory loss, perforated ear drum from the pressure

1 on my head, depression, fatigue, vertigo, nausea,  
2 vomiting, ringing in my ears, dizziness,  
3 excruciating widespread pain, insomnia, high blood  
4 pressure." Is that correct?

5 A. It is.

6 Q. So all those things were caused by mold?

7 A. You obviously don't know how I got mold.  
8 But yes, every one of those things. And then my leg  
9 was paralyzed one day. Yes, lots of crazy, crazy  
10 things.

11 Q. "None of these things, I would have ever  
12 considered to be mold exposure or allergies, but it  
13 turns out that allergic reactions come in many  
14 different ways, and not only am I allergic to five  
15 of the seven types of mold found in our home, but I  
16 also have two of them in my bloodstream." Did you  
17 do an allergy test to determine what types of mold  
18 you're allergic to?

19 A. I did.

20 Q. Was that with CEON?

21 A. CEON did the testing for mold IG to  
22 determine the antibodies in our bloodstream to prove  
23 that we had mold in our bloodstream, all eight of us  
24 go. And then they did the allergy tests on all of  
25 us.

1 Q. It goes on to say that your husband hadn't  
2 been able to breathe through his nose for five  
3 months. Is that correct?

4 A. That's correct. He had surgery.

5 Q. You also stated that you lost all your  
6 possessions as mold was in the HVAC system and  
7 contaminated everything. Do you see that?

8 A. Yes.

9 Q. "We had 93,600 mold spores in one room  
10 with seven times of mold." Is that based on the  
11 first mold test that was done?

12 A. Yes.

13 Q. In the second paragraph from the bottom it  
14 states, "Imagine how many people think that they  
15 have Alzheimer's, dementia, fibromyalgia, et cetera  
16 who are just living with mold." Do you see that?

17 A. Yes.

18 Q. Do you think that there are people who are  
19 -- or do you know anyone, did you talk to anyone  
20 that has Alzheimer's, dementia, or fibromyalgia but  
21 it's really just caused by mold?

22 A. Yes, fungal infections cause 50 percent of  
23 all sicknesses and diseases, I have been told by an  
24 environmental doctor. And I'm on a page with about  
25 16,000 other mold victims who suffer with the same

1 issues that I have.

2 Q. And you go on to state that, "Even doctors  
3 don't understand what you understand." Correct?

4 A. Medical doctors, environmental doctors,  
5 and integrative health doctors do.

6 Q. But doctors don't understand as much as  
7 you understand about it?

8 A. Only because I've read up on it. Now,  
9 internal medicine doctors, they know a whole lot  
10 about it. Pathologists tend to know lots and lots  
11 about mold and fungal infections. Supposedly it's  
12 an infectious disease.

13 Q. And then it looks like on the second page  
14 there you posted a picture of the house, is that  
15 correct?

16 A. I did.

17 (Whereupon, the court reporter marked Epps Exhibit  
18 Number 47 for identification.)

19 EXAMINATION RESUMED BY MR. BACH:

20 Q. This is Exhibit 47. This is the second  
21 Facebook post that you posted. This was created  
22 December 13, 2017. It says "Mold Update. Alexis  
23 and Wells test results compared to mine are  
24 startling. Alexis has up to 61 times the amount of  
25 mold that a person should have in their body." Do



1 you see that?

2 A. Yes.

3 Q. How does the body expel mold, do you know?

4 A. You have to detox.

5 Q. How do you detox?

6 A. You take 500,000 units of Nystatin a day  
7 for six months, like I did. You take antifungals,  
8 antimicrobials, antivirals, antibacterials, you take  
9 -- what was it -- Glutathione. It's about \$800 a  
10 month in nutritional supplements to detox your body.  
11 And then you have to stop eating certain foods that  
12 may contain mold. So you have to completely change  
13 your whole entire lifestyle and your whole entire  
14 diet and go on all these really, really bad  
15 antifungal medications to get rid of it.

16 Q. So all these things are what are required  
17 to make you feel better from mold poisoning or  
18 sickness, is that correct?

19 A. Yes.

20 Q. You go on to state, "Our landlord knew  
21 about the mold and was contacted over 50 times to  
22 fix the problem over five and a half months and did  
23 nothing." Is that correct?

24 A. Yes.

25 Q. And so you're talking about the time

1 period from your May 21st, 2017 through when you  
2 moved out, is that correct?

3 A. Yes.

4 Q. And you go on to say, "My symptoms include  
5 memory loss, word recognition issues, bardagaud --

6 A. I don't know.

7 Q. -- knowledge and vomiting, massive head  
8 pressure, migraines, ringing in the ears." Is that  
9 all correct?

10 A. Yes.

11 Q. Are you still undergoing treatment for  
12 mold exposure?

13 A. Yes.

14 Q. What are you doing for that?

15 A. Well, I just had sinus surgery. And so  
16 the pressure -- I had a really bad infection inside  
17 my sinus cavity, so I had to start going to an  
18 acupuncturist every week, I go to a chiropractor  
19 every week for my migraines, I go to --

20 Q. How do you know that the migraines that  
21 you're having now aren't just a continuation of the  
22 migraines that you had previously?

23 A. Because they're different, they're  
24 completely different.

25 Q. How is that?

1           A.    I used to have them right here  
2           (indicating), and now I have them right here  
3           (indicating). And I have had an ENT now, an  
4           acupuncurist, a chiropractor, an environmental  
5           medicine doctor all have acknowledged that it was  
6           mold. And so I have -- my issues now are sinuses.  
7           So I'm having major issues with pressure on my head  
8           that I've never had before.

9           (Whereupon, the court reporter marked Epps Exhibit  
10          Number 48 for identification.)

11       EXAMINATION RESUMED BY MR. BACH:

12          Q.    These are also some of the pictures that  
13          you produced to us. And I just want you to look at  
14          them and confirm that these are all things that you  
15          are contending had to be professionally remediated  
16          in order to remove mold contamination on them.

17          A.    Yes.

18          Q.    Okay.

19          A.    There was mold directly -- and that  
20          (indicating) is plastic, so there was mold directly  
21          above all of this stuff on all of the plywood.

22          Q.    All right. So that's my question. Is  
23          your answer, "yes"?

24          A.    Yes. I'm not saying -- every single one  
25          of these items mold, continues -- it would just stay

1 dormant for years. So if you messed with it, if  
2 there was mold on here, and I took it to my house  
3 that I live in now and the mold went rampant, then I  
4 would lose everything again.

5 Q. So again, my only question is whether or  
6 not each of these items is something that had to be  
7 professionally remediated?

8 A. Yes, and that's the mold right there  
9 (indicating), all that white stuff, there's your  
10 mold that never got remediated.

11 Q. When was that picture taken, do you know?

12 A. I believe all these pictures were taken  
13 the weekend before the insurance adjuster came so I  
14 could show him all of the mold in the house and all  
15 of our stuff in the house.

16 Q. Is that true for the other set of pictures  
17 we looked at, which was Exhibit -- were they all  
18 taken at the same time?

19 A. I think I took all those pictures at the  
20 same time. We went in there one weekend with masks  
21 and we just took pictures all day, and I categorized  
22 everything, and did an Excel spreadsheet of  
23 everything.

24 Q. Just to be clear for the record, Exhibit  
25 45, the same thing?

1 A. Yes.

2 Q. I mean, same date?

3 A. Yes.

4 (Whereupon, the court reporter marked Epps Exhibit  
5 Number 49 for identification.)

6 EXAMINATION RESUMED BY MR. BACH:

7 Q. This is Exhibit 49. This is a mold  
8 inspection and testing by MIT. Did you hire them to  
9 come out and inspect the house for mold?

10 A. Yes.

11 Q. And is this the first report that you're  
12 talking about?

13 A. It doesn't have a date on it.

14 Q. It does on the front there.

15 A. Yes.

16 Q. So this October 11, 2017, that's the first  
17 inspection?

18 A. Yes.

19 Q. Okay. This doesn't have any results  
20 though, right, just pictures and areas tested?

21 A. Not on this. It was in the same e-mail,  
22 the results, but it says what was going on. So  
23 there was water damage, musty smell, excess  
24 moisture, visual growth, plumbing issues, health  
25 complications, localized problem, widespread

1 problem, control sample taken.

2 (Whereupon, the court reporter marked Epps Exhibit  
3 Number 50 for identification.)

4 EXAMINATION RESUMED BY MR. BACH:

5 Q. And this is Exhibit 50. That was a  
6 laboratory report that was done October 13, 2017?

7 A. Yes.

8 Q. Is this the results of some of the testing  
9 that was done by this company --

10 A. Yes.

11 Q. -- or the samples taken?

12 A. Yes.

13 Q. Okay. And if you look at the second page  
14 there, when you said that there was 93,000 spores in  
15 the house, is that where you're getting this -- or  
16 is in one room, is that where you're getting this --  
17 where this number comes from?

18 A. Yes.

19 Q. And when you say, "this is in the man  
20 cave," which is the basement, is that correct?

21 A. Yes, the one room in the basement.

22 Q. When you look at the second page, it looks  
23 like the testing reports are from the man cave  
24 outside and then floor. Do you have any idea what  
25 that meant?

1           A.    Yes, that's the bathroom floor upstairs.  
2   And he said because it hadn't been touched yet --  
3   which you can see the pictures from here, it hadn't  
4   been touched yet. But if he were to pick up that  
5   flooring, then the mold spores would go everywhere.  
6   So that's why I got so upset when he came and  
7   started ripping up the flooring.

8           Q.    When who did?

9           A.    Rick and Paul Fazzone, Senior, on October  
10   25th. That's when I suggested and requested that I  
11   be notified when he came in the house.

12          Q.    The types of mold that are listed here,  
13   which ones are harmful, do you know?

14          A.    Curvularia, Cladosporium, Epicoccum.  
15   Those are the ones that I know that I have major  
16   issues with.

17          Q.    Because of the allergies?

18          A.    No, there is allergies, and then you have  
19   the irritations, and then you have the mycotoxins.  
20   So mold lets off mycotoxins that you ingest and they  
21   attack your immune system. So there are tons of  
22   molds that cause issues and those -- Curvularia and  
23   Cladosporium, I know, are two of my biggest  
24   problems. One causes me to have fibromyalgia  
25   symptoms, and one paralyzed my leg for one day,

1 after I did the allergy test. I couldn't move for  
2 two days after I slept downstairs in that mold room.

3 Q. How do you know it paralyzed your leg?

4 A. Because I got up and I couldn't walk.

5 Q. How do you know it was that particular  
6 mold?

7 A. Because I did allergy testing, and it was  
8 a delayed reaction, so you could see that that's  
9 what I was allergic to on my arm.

10 Q. But being allergic to it and not being  
11 able to move your leg is two separate things.

12 A. It was an allergic reaction.

13 Q. How do you know?

14 A. Because that's what I was told by an  
15 environmental doctor, who has 30 years of experience  
16 in mold.

17 Q. And when we're talking about your  
18 environmental doctor, we're talking about the one  
19 doctor down in Charleston, right?

20 A. Dr. Bettina Herbert and Dr. Allan  
21 Lieberman.

22 Q. From the practice in Charleston?

23 A. (Witness nodding head.)

24 Q. Do you know if a second lab report was  
25 ever done?



1 A. Yes, it was.

2 (Whereupon, the court reporter marked Epps Exhibit  
3 Number 51 for identification.)

4 EXAMINATION RESUMED BY MR. BACH:

5 Q. This is the last report that I think that  
6 you ordered -- or last thing I have with your name  
7 on it with a report. Who is this? So basically --  
8 let me just make sure I understand. The first  
9 people who came out took samples, MI&T, they gave it  
10 to SEEML labs.

11 A. Uh-huh.

12 Q. And then who is NORMI?

13 A. It's an organization for remediators and  
14 mold inspectors.

15 Q. And so what was this report for? What was  
16 the purpose of this one?

17 A. This is the same guy, he just worked for  
18 himself. He works -- so MI&T was some sort of  
19 company we contacted. And then they have  
20 subcontractors that go out and do mold inspections,  
21 and so that's why it says MI&T on here. They only  
22 came and tested two areas that we knew had mold  
23 issues. So I asked him to come back and test -- I  
24 wanted to see if it was in the air-conditioning unit  
25 and where it was, because I wanted to determine

1 whether or not the whole entire house had an issue  
2 or whether it was just that room.

3 So we asked him to come back out, and then  
4 he did all these thermography scans. And the first  
5 time he came out there, was no water leak. And then  
6 did the thermography scans and showed that there was  
7 a water leak. So we had him to come out to test  
8 other rooms and the air-conditioning unit to make  
9 sure it was safe in the house.

10 Q. I'm confused. So the MI&T guy, that's  
11 also Brent Horton?

12 A. Yeah, if you'll look right here  
13 (indicating) Brent Horton, inspector.

14 Q. Okay. So MI&T hired Brent Horton, as a  
15 sub, but then you-all had him come back out with his  
16 own company or by himself to --

17 A. Right.

18 Q. -- do this second test?

19 A. Yes, and he is a certified remediator on  
20 mold inspector. He works with that organization or  
21 something.

22 Q. Okay. And he found, using this camera,  
23 moisture content, and he said discolored wood  
24 flooring from the toilet to the right wall to the  
25 vanity, is that right?

1 A. Yes.

2 Q. And the flooring had cupped in that same  
3 area, due to high moisture?

4 A. Yes. And he said that the toilet seal had  
5 something to do with the mold that was continuing to  
6 grow into the wall.

7 Q. Where did he say that?

8 A. In a conversation. And the water is  
9 coming -- this is an outside wall, and the water is  
10 coming from the outside wall.

11 Q. Did he ever determine what the cause of  
12 the water infiltration was?

13 A. At first, he thought it was the shower  
14 that may be overflowing. And that was determined,  
15 when the flooring was ripped up, that that was not  
16 the issue. And so he believes the same thing, that  
17 it was a waterproofing issue. But yet we don't  
18 know, because nobody hired a plumber to go out and  
19 actually find the problem and fix it.

20 (Whereupon the court reporter marked Epps Exhibit  
21 Number 52 for identification.)

22 EXAMINATION RESUMED BY MR. BACH:

23 Q. I've given you Exhibit 52, and I just want  
24 to clarify this is a document -- or series of  
25 documents that you provided to us in an Excel

1 spreadsheet. And I believe what it shows is your  
2 total claim for items that were in your home, plus  
3 the bottom there has living and medical. But aside  
4 from that, is this your claim as to the value of the  
5 possessions in your home?

6 A. Yes.

7 Q. So is it your claim that your possessions  
8 were worth around \$320,000?

9 A. Yes, replacement cost. Yes.

10 Q. If you look at the first page, it's got  
11 some things in here that are, you know, identified  
12 by room location?

13 A. Uh-huh.

14 Q. You had papers to scan being worth \$9,000.  
15 What is that for?

16 A. Those are tax documents.

17 Q. Why are they worth \$9,000?

18 A. Because somebody has to scan them.

19 Q. So you're saying that you have to take the  
20 paper and scan it?

21 A. Right. So we were told that we had to get  
22 a HEPA tent, and we needed to put a scanner in  
23 inside of it, and we needed to scan all the  
24 documents, and then we needed to throw away the  
25 printer as soon as we did that, and then leave out

1 of the -- like the tent down, throw all the  
2 documents away, and move on.

3 Q. Who told you that?

4 A. Remediation companies.

5 Q. Which ones?

6 A. SERVPRO, AdvantaClean, or they could come  
7 in and remediate it in the house.

8 Q. And how did you come up with \$9,000 for  
9 that?

10 A. Because how much time it would have taken  
11 to do all that work to get someone to scan it all.

12 Q. I mean, are you talking about your time,  
13 you know, a third party's time?

14 A. I figure it would take about 300 hours at  
15 \$15 an hour to get something to scan all of those  
16 documents.

17 Q. Did you actually check and see if that  
18 would be the price to scan it? Did you go check  
19 with any companies on whether or not they would have  
20 a price per page that might have been any cheaper?

21 A. Well, I was just going to hire an employee  
22 to sit and do it with a HEPA vacuum unit and sit in  
23 there and scan it. But yes, we did contact a  
24 remediation company, that same guy, AdvantaClean,  
25 and he gave us a cost for all of the stuff in our

1 house to be remediated was over 30 grand. If we had  
2 left it inside the house, then he could have  
3 remediated all of the stuff for \$19,000, including  
4 the house, but Rick would not allow the remediation  
5 to be done on the house. So if we took out --

6 Q. He didn't stop you from doing it, you just  
7 couldn't pay for it, correct?

8 A. Oh, yes, he stopped me from doing it. He  
9 said that that -- he was not going to allow us to  
10 even remediate our stuff on his property.

11 Q. He said he wouldn't even allow you to do  
12 it if you paid for it?

13 A. On his property.

14 Q. When did he say that?

15 A. He told Paul Fazzone and he even told that  
16 to AdvantaClean.

17 Q. So is it your understanding they told them  
18 that they didn't want AdvantaClean to remediate,  
19 even if you paid for it?

20 A. We were told that Rick would not allow us  
21 to remediate our stuff, even if we paid for it, on  
22 his property. That's why we got a quote for \$30,000  
23 for it to be offsite. We had to take all the stuff  
24 out of his house, put it in a unit, and then they  
25 had to take it to another facility, and then

1 remediate all of it, and then drop it off.

2 Q. Just so I'm hearing you correctly. You're  
3 not saying that he didn't want to pay for it?  
4 You're saying that he wouldn't let you do it, even  
5 if you paid for it?

6 A. I'm saying both.

7 Q. And the \$9,000, again, I'm just trying to  
8 figure out, that's from hiring an employee to scan  
9 the documents?

10 A. Right, for somebody to sit there and scan,  
11 you know, 40,000 pages of stuff, yeah.

12 Q. You have \$650 for a Toshiba laptop. Why  
13 couldn't the laptop not just be cleaned and used?

14 A. Because it has to be remediated.

15 Q. Why? What do you mean?

16 A. Because the mold spores -- if I take this  
17 (indicating) and it has mold on it, and I take it to  
18 my house and there's some sort of moisture around  
19 the laptop, the mold spores can come off of the  
20 laptop, and they can cause mold to be all over your  
21 entire house. Because there's no insurance to cover  
22 mold, I couldn't take that chance. And we were told  
23 that by three different remediation companies, by a  
24 mold inspector, and we were told that by an  
25 environmental doctor.

1 Q. Specifically about the Toshiba laptop?

2 A. Anything in the house had to be  
3 remediated.

4 Q. The same with the TV. The TV couldn't  
5 just be cleaned off?

6 A. The same with the TV, and the same with  
7 the cars. All you're doing is moving one thing from  
8 the other. Your clothes, when you take your clothes  
9 off going in the house, you're supposed to throw the  
10 clothes away or either remediate them.

11 Q. You've got \$4500 for papers to scan that  
12 were located in the septic tank room?

13 A. Yes.

14 Q. So you guys were storing things in the  
15 septic tank room?

16 A. We did, yes. That was our only storage  
17 room, yeah.

18 Q. On the movies, are you talking about DVDs?

19 A. DVDs, yes.

20 Q. \$2250 worth of DVDs?

21 A. Yeah, we had like hundreds of DVDs.

22 Q. Were they in boxes?

23 A. They were in boxes.

24 Q. Could you take the DVD out of the box?

25 A. I was not willing to allow the mold to



1 move from our house, after talking to three  
2 professionals who told us that they would not advise  
3 us to take anything out of that home without it  
4 being remediated professionally.

5 Q. So you couldn't take the DVDs out of the  
6 box?

7 A. We could have taken the DVDs out of the  
8 box and it be remediated, yes.

9 Q. But do you think that mold actually got  
10 into the DVD box and contaminated the DVD itself,  
11 the disk itself?

12 A. Half the stuff in the box was opened up,  
13 when we have six kids. So the box was open, there  
14 was DVDs just laying there, yes. I mean, we were  
15 told, You don't even want to take it to a climate  
16 control facility, because the mold can come off of  
17 whatever you've got and it can infest the entire  
18 unit.

19 Q. If you flip with me to the kitchen, you've  
20 got "dishwasher" on here?

21 A. That was my dishwasher.

22 Q. You couldn't clean the metal dishwasher  
23 and take it?

24 A. It could all be remediated. But you can't  
25 -- and they told us, you can't determine if it is

1 infested with mold. Even if we remediate it, we  
2 cannot tell you 100 percent that the mold is not  
3 still there and it's not going to come back.

4 Q. Is the dishwasher stainless steel?

5 A. Part of it is stainless steel.

6 Q. What about the refrigerator? Is the  
7 refrigerator stainless steel?

8 A. Part of it.

9 Q. And you couldn't clean that?

10 A. Part of it.

11 Q. What do you mean, "part of it"?

12 A. Not all of it is stainless steel.

13 Q. Could you clean off the parts that were  
14 stainless steel and the rest of it, or not?

15 A. And the rest of it have mold and bring  
16 over to my house.

17 Q. Well, would it?

18 A. That's what I'm telling you. That's what  
19 I was told by three professionals, that the mold  
20 stays there and moves with you. So when you put it  
21 in the right environment and the right moisture  
22 level, the mold had just continued to spread.

23 Q. So cookware, could you not just run that  
24 through the dishwasher? You have \$1500 for  
25 cookware. Could you not just run that through the

1 dishwasher?

2 A. What dishwasher?

3 Q. I mean, a new dishwasher, a dishwasher  
4 onsite.

5 A. The problem is if you take the stuff into  
6 the air, if I get the stuff out of the dishwasher  
7 and it's in the air, then mold spores are back on it  
8 again.

9 Q. So you couldn't have washed your pots and  
10 pans off, say, in a sink somewhere else or outside?

11 A. I didn't have a place to wash them, I was  
12 living in a hotel.

13 Q. Is that true for the dishware, drinkware,  
14 you couldn't have washed any of that stuff?

15 A. Yes, you can wash it, but it still has to  
16 be remediated.

17 Q. You have \$1750 for five cell phones.  
18 Those couldn't be cleaned off?

19 A. They could, but you've got all that stuff  
20 that shows up inside the cell phones, and you don't  
21 want to risk it. If you were as sick as I was, you  
22 would not risk your health.

23 Q. You have \$6,000 for medication, vitamins,  
24 and involved products. Were those in bottles?

25 A. Some of it.

1 Q. Could you have opened the bottles, and  
2 taken the pills out, and transported them?

3 A. Where would I have taken them out at that  
4 wouldn't have made more mold?

5 Q. Could you take them outside, and open them  
6 up, and dump them in a plastic bag?

7 A. No.

8 Q. What kind of vitamins did you have that  
9 were \$3,000?

10 A. I took Limitless -- and I've got the  
11 pictures of it that's on 44 or 45.

12 Q. Those cost \$3,000?

13 A. Involve Limitless, they're \$69 a bottle,  
14 and then the bars are three bucks each.

15 Q. In Alexis' bedroom, you have \$8,000 for  
16 her clothes. Are you saying that the value of her  
17 clothes was \$8,000?

18 A. Replacement cost. I mean, we didn't -- at  
19 that point, we just figured up a number for their  
20 clothes, because I have no clue how much stuff we  
21 really had in that house.

22 Q. So that was just a guess?

23 A. That was a guesstimate.

24 Q. You have in Adrienne's bedroom, \$1,000 for  
25 artwork. What kind of artwork does she have, one

1 piece that was 1,000?

2 A. I don't remember.

3 Q. But she had a piece of artwork in her  
4 bedroom that was \$1,000?

5 A. No, it wasn't just one piece of artwork  
6 that was in her bedroom. I don't remember.

7 Q. You have Adrienne's clothes at \$8,000. Is  
8 that just an estimate?

9 A. That's an estimate.

10 Q. For Wells' bedroom, you have \$8,000 for  
11 his clothes and \$8,000 for Cooper's clothes. Did  
12 they own \$16,000 worth of clothes?

13 A. That's a guesstimate. I don't know --  
14 most of their clothes were name-brand clothes. I  
15 didn't buy a lot of them, their grandparents -- I  
16 mean, you're talking about six kids whose parents,  
17 grandparents all buy them clothes constantly.

18 Q. I'm just asking if these two kids had  
19 \$16,000 worth of clothes in their closet?

20 A. That's a good guesstimate on what their  
21 clothes would cost.

22 Q. You have \$6,000 in toys in their room?

23 A. PlayStations, all the DVDs, the  
24 PlayStation games that went with it, they had Xboxes  
25 and all that good stuff. And I can tell you why the

1 laptops, because the fans will carry mold. I was  
2 told that none of the electronics should we attempt  
3 to take, because the fan that's in the back that  
4 keeps it cool would extend mold spores everywhere.

5 Q. Sawyer's bedroom, you've got \$8,000 for  
6 clothes. Did Sawyer have \$8,000 worth of clothes in  
7 his bedroom?

8 A. It's a guesstimate. I don't know.

9 Q. "In our bedroom," I'm assuming that means  
10 yours and Brandon's bedroom?

11 A. Yes.

12 Q. You have \$10,000 for your clothes. Is  
13 that how much clothes you had?

14 A. Yes, I had a thousand dollar wedding  
15 dressing that I was walking back into the house to  
16 go get when Rick locked me out of the house.

17 Q. You have \$1,000 for a red wedding dress.  
18 What does that mean?

19 A. That's the wedding dress right there that  
20 I was trying to get out of the house.

21 Q. And \$12,000 for Brandon's clothes?

22 A. Yes, Brandon wears Lucky Jeans. They're  
23 all \$120 a pair.

24 Q. His clothes are worth \$12,000?

25 A. I think so.

1 Q. And then Lilli, you've got her clothes on  
2 here as \$5,000. Does she have \$5,000 worth of  
3 clothes?

4 A. It's a guesstimate.

5 Q. And then on this page, you've got \$42,000  
6 for a car?

7 A. Yes, I had bought a new car. I bought --  
8 yeah, I bought a new car.

9 Q. So you think Equinox should buy you a new  
10 car?

11 A. Well, the one I have was infested with  
12 mold.

13 Q. How did it get infested with mold?

14 A. Because when you walk into a house, your  
15 clothes have mold spores on them. When you get into  
16 your car, the mold spores go everywhere. So when  
17 you take stuff out of a house and put it into a car,  
18 now you've just infested the car.

19 Q. Did you have your car tested?

20 A. No, I wasn't taking a chance. I wasn't  
21 driving my new car into my new garage, and then find  
22 out that it's infested with mold.

23 Q. Did you ask any of the companies that came  
24 out to test your car for mold?

25 A. No, I was told that it would be in my best

1 interest to get a new vehicle, start fresh.

2 Q. Who told you that?

3 A. Three mold inspectors, and the three mold  
4 remediation companies, and a mold inspector.

5 Q. When you say three, you're talking about,  
6 just to be clear, AdvantaClean, SERVPRO?

7 A. And SERVPRO, another one.

8 Q. I just said AdvantaClean. Is SERVPRO two  
9 people?

10 A. Two SERVPROS.

11 Q. So they all told you, all three of them,  
12 that you had to get a new car?

13 A. They told me that it moves, so mold  
14 spores moves.

15 Q. That's not my question. My question is --

16 A. It's in your best interest. All your  
17 stuff, everything, if you have mold in one place,  
18 it's going to move. So yes, we had to make sure for  
19 our health and as sick as I was, that we did not  
20 have mold anymore.

21 Q. Did any of those three companies  
22 specifically tell you you had to get a new car?

23 A. If I wanted to get healthy again.

24 Q. They did tell you that?

25 A. Yes. I mean, the environmental doctor as



1 well. I mean, whatever you can get rid of --

2 Q. So four people told you you had to get a  
3 new car?

4 A. Whatever you can get rid of is in your  
5 best interest.

6 Q. So four people told you you had to get rid  
7 of your car? You can keep saying it over and over,  
8 and I'm going to keep asking the same question. Did  
9 these four people all tell you you had to get a new  
10 car?

11 A. I've had numerous conversations with so  
12 many different people, yes, we've had conversations  
13 about the car. Did they say, "You have to get a new  
14 "car"? No. But they also told me that if the house  
15 has mold in it, then you're going to -- the car more  
16 than likely does, too.

17 Q. So they didn't tell you you had to get a  
18 new car?

19 A. I've already said that.

20 Q. Who is Palmetto Family Works and Jennifer  
21 Elkins?

22 A. It's our counselor for our kids.

23 Q. Do you counsel with her, too?

24 A. I have been for a couple meetings, yes.

25 Q. The first time that we have you going to a

1 doctor with symptoms that you describe as being  
2 related to mold is on September 6th, 2017, when you  
3 went to Life Logic Health Center. Does that sound  
4 right to you?

5 A. Yes.

6 Q. What is Life Logic?

7 A. Chiropractor.

8 Q. And then the next treatment that we have  
9 -- you have four treatments with Life Logic. And  
10 then on September 28th, 2017, you went to  
11 Spartanburg ENT, is that correct?

12 A. Yes.

13 Q. Then on October 3rd, you went back to  
14 Spartanburg ENT. Does that sound correct?

15 A. Yes.

16 Q. At some point, did you go to Pelham  
17 Medical Center in October complaining about  
18 complaints that you related to mold?

19 A. Yes.

20 Q. Is that a -- is Palmetto Medical Center,  
21 what is that? Is that like a doc in the box?

22 A. No, it's a hospital.

23 Q. So you went to the actual hospital?

24 A. Yes.

25 Q. What did they tell you there?

1 A. I don't remember. I have been to way too  
2 many doctors to remember.

3 Q. And then in November of 2017, November  
4 1st, you went and saw Bettina Herbert, and that's at  
5 COEM, correct?

6 A. Yes.

7 Q. At that point, had you hired an attorney  
8 in this case?

9 A. November 1st?

10 Q. Right.

11 A. Yes, I think so.

12 Q. How did you find COEM?

13 A. I went online and was researching mold,  
14 and they popped up.

15 Q. You weren't referred there by anybody?

16 A. No. Thank God, I found them.

17 Q. Since you began treatment -- well, let me  
18 ask you this. How many times have you been to COEM?

19 A. Well, I have been with every single one of  
20 my kids.

21 Q. I mean for treatment for you?

22 A. Three times.

23 Q. Was the last time in November of 2017?

24 A. No, November was my first time. Well, we  
25 did phone conversations in December, so. I was on

1 medication, and so I kind of met with them as I --  
2 because all the kids went like week after week. So  
3 I think by January, I did a phone consultation in  
4 January, and continued on my detox, and antifungals,  
5 and then spoke to them again in February.

6 Q. So was the last time that you talked with  
7 them in February?

8 A. No, we had phone conversations with all  
9 the kids that we would talk about what was going on.

10 Q. Just for you. I mean, so far as your  
11 condition goes. When is the last time you --

12 A. That's what I'm trying to say. I had  
13 phone conversations with them about the kids, and  
14 then we would talk about what was going on with me.

15 Q. And I'm just trying to figure out when is  
16 the last time you can recall doing that?

17 A. I don't know. When I went to the eye  
18 doctor, I talked to them the next week. I don't  
19 remember when I went to Clemson Eye, but that would  
20 be exactly -- I talked to them the week after that.

21 Q. The week after you went to Clemson Eye?

22 A. Yes.

23 Q. So you went to Clemson Eye March 2nd,  
24 2018, so it would have been the following week?

25 A. Yes.

1 Q. Is Cornerstone Family Medicine, is that  
2 your family doctor?

3 A. I guess you could say that.

4 Q. Have you treated there for this condition?

5 A. Yes, I had a fungal inspection underneath  
6 my fingernails, and I think there was something else  
7 I went for, like, continuous migraines.

8 Q. When is the last time that you received  
9 treatment for a condition that you relate to mold?

10 A. Tuesday before last.

11 Q. Where did you go?

12 A. Carolina Health Innovations, and I was  
13 supposed to go today.

14 Q. Carolina Health Innovations?

15 A. Yes.

16 Q. Is that a new provider?

17 A. It's a chiropractor. I go every week.  
18 And there's an acupuncturist in the same office, and  
19 I go weekly with her, but she's in India right now.

20 Q. Why do you go to a chiropractor for mold  
21 conditions?

22 A. Because a lot of it -- it's all connected.  
23 I mean, it's nervous system. Your inflammation is  
24 -- mold caused chronic inflammatory response  
25 syndrome, which causes widespread pain, all kinds of

1 issues, and the migraines as well, so it helps.

2 Q. So the chiropractor is able to treat you  
3 for the inflammation system that you --

4 A. No, the acupuncturist helps with  
5 inflammation.

6 Q. And the chiropractor helps with what?

7 A. Migraines, and it also helps with sinus  
8 stuff.

9 Q. Does he do it by doing spinal adjustments?

10 A. Uh-huh.

11 Q. So he cracks your back?

12 A. Yes.

13 Q. Does he give you any kind of medication?

14 A. No. I take nutritional supplements that  
15 are antifungals, antimicrobial, antibacterial.

16 Q. Are you currently taking any medications  
17 for fungus or for mold conditions?

18 A. Not anymore. I took it for six months.

19 Q. But you're not currently?

20 A. No, it's too hard on my body.

21 Q. When is the last time you took it?

22 A. Well, I took it for six months. So April  
23 would have been when I stopped doing a massive detox  
24 and doing the Nystatin, which is an antifungal and  
25 the Diflucan. And then I had to have this

1 cavitation taken out, because I kept having  
2 re-exposure.

3 Q. What do you mean you had re-exposure?

4 A. I couldn't get better. I would feel fine  
5 for a little bit, and then I would get sick again.

6 Q. Is that because you were exposed to new  
7 mold, or because the mold is still in your body?

8 A. The mold is still in my body.

9 Q. And the prescriptions and the detox that  
10 you did didn't get the mold out?

11 A. There was an infection inside my jaw bone,  
12 and the biological dentist said it was hiding from  
13 my immune system. And so they had to cut out half  
14 of my jaw bone, and take both of my molars out, and  
15 clean out all of the infection that was storing  
16 inside my bones.

17 Q. Was that from Carolina Spinal?

18 A. No, that was Dr. Palmer. And Brandon lost  
19 a tooth, too, so just miraculously lost a tooth.

20 Q. Did those doctors tell you that your  
21 condition, the tooth condition was related to mold?

22 A. Yes.

23 Q. And you stopped taking any kind of  
24 prescription medications six months ago, and you're  
25 currently on supplements, and you're seeing your

1 chiropractor and acupuncturist. Is there anybody  
2 else that you're currently seeing for the  
3 mold-related conditions?

4 A. No, not now. I mean, as far as Life  
5 Logic, I still go there once a month.

6 Q. What's Life Logic

7 A. That's a chiropractor as well.

8 Q. That's a different chiropractor?

9 A. Yes.

10 Q. Why do you see two chiropractors?

11 A. Because I like both of them, and one costs  
12 more than the other. So I go to one weekly and I go  
13 to one monthly.

14 Q. Is their treatment different?

15 A. Not really.

16 Q. Anybody else?

17 A. And I have been going to Life Logic since  
18 September, so they understand all of this stuff.  
19 They're the ones that actually suggested that I go  
20 get -- go to the biological dentist.

21 Q. Is there anybody else that you're  
22 currently seeing for conditions related to mold  
23 other than Life Logic, Carolina Health Innovations,  
24 and the acupuncturist?

25 A. ENT, Carolina ENT. Sorry.



1 Q. When is the last time you saw them?

2 A. Two weeks ago.

3 Q. Do you have another appointment with them?  
4 What are you seeing them for?

5 A. I had sinus surgery. I had a cyst inside  
6 my sinus cavity. And he's directly linked every bit  
7 of this to mold and all of the inflammation.

8 Q. So the surgeon at Carolina ENT relate --

9 A. Dr. Yuko.

10 Q. -- the cyst in your sinuses to mold?

11 A. And all the sinus -- the tissue, my  
12 husband's tissue that died, my son had sinus  
13 surgery.

14 Q. Doctor who?

15 A. Dr. Yuko.

16 Q. How do you spell that?

17 A. I think it's Y-u-k-o. He said there's no  
18 other option, that it had to be mold, because we had  
19 such major issues with our sinus cavity. Because  
20 Sawyer is not my son, and so it would make sense  
21 that maybe Brandon and Sawyer, but not Brandon,  
22 Sawyer, and me would have the same exact issues.

23 Q. Have the mold problems gotten better or  
24 worse since you moved out of the house?

25 A. They've gotten better, but I'm still --

1 I'm not who I was before. My memory is still --  
2 like there's things you're asking me that I  
3 completely don't remember anymore, and I used to  
4 have a photographic memory, so it's very -- so I  
5 apologize, because it's very upsetting for me to not  
6 be able to remember people's names and remember  
7 stuff that I used to be able to remember.

8 Q. So what other issues are you still having  
9 related to mold?

10 A. Migraines, sinus issues, and memory, I  
11 still have issues. I take nutritional supplements  
12 every single day to help me with my memory.

13 Q. Is that all the conditions you're  
14 currently experiencing related to mold?

15 A. That I can think of right this second,  
16 yes.

17 Q. Other than with Life Logic and Carolina  
18 Health Innovations, do you have any treatment  
19 currently scheduled that's upcoming related to mold  
20 conditions?

21 A. Not that I know of, not right now, no.  
22 I'm going to follow up with my environmental doctor,  
23 because it's been a year since all this happened,  
24 and I'm going to follow up with him next month.

25 Q. What are you following up with him for?

1           A.     Just to see -- I mean, like I still have  
2     migraines almost every single day of my life. I was  
3     hoping to God that -- and I still have memory loss.  
4     I was hoping that maybe this would all go away.

5           MR. BACH: Let's take a quick break.  
6     (Whereupon, a recess was taken.)

7     EXAMINATION RESUMED BY MR. BACH:

8           Q.     Do you know what the names of the  
9     antifungal drugs you've taken are -- what the names  
10    of them are?

11          A.     Yes, Nystatin.

12          Q.     Nystatin?

13          A.     500,000 units. I had to have a liver test  
14    to actually be able to take the medication, because  
15    it was so bad on your liver; and then Diflucan; and  
16    -- do you want the detox medications, too?

17          Q.     Sure.

18          A.     Those are actual medical -- those are  
19    actual prescriptions, but the Cloroxrophyllin,  
20    Glutathione, and Hepa Trope are the liver coating.  
21    And then I take Evolv Immun to help my immune  
22    system.

23          Q.     Is that vitamins?

24          A.     It's a nutritional supplement.

25          Q.     Let me stop there. What kind of

1 antibiotics? Do you know the names of the  
2 antibiotics that you took?

3 A. The Nystatin and Diflucan are not --  
4 they're antifungals. So antibiotics I've taken,  
5 Prednisone, which is steroid, and because I had an  
6 infection in my sinus cavity after my sinus surgery,  
7 and then Levoquin was the only thing that would  
8 knock it out.

9 Q. Okay. Do you know the name of the  
10 systemic fungus that's causing your infections?

11 A. No.

12 MR. BACH: All right. I think that's all  
13 I have.

14 THE COURT REPORTER: What about signature?

15 MS. HINSON: Yes, we would like to read  
16 and sign.

17 THE COURT REPORTER: Did you want a copy?

18 MS. HINSON: Condensed copy.

19 - - -

20 (Witness excused.)

21 - - -

22 (Deposition was concluded at 4:23 p.m.)

23 - - -  
24  
25

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[illegible]

---

{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 17th day of October, 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

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT

COUNTY OF Greenville )

C.A. No. 2017-CP-42-04476

Equinox, LLC )

PLAINTIFF )

214 Oak Meadow Drive )

STREET ADDRESS )

Simpsonville, SC 29681 )

CITY, STATE ZIP )

TELEPHONE )

VS. )

Brandon Epps, Courtney Epps, and City of Greer, )

DEFENDANT(S) )

STREET ADDRESS )

CITY, STATE ZIP )

TELEPHONE )

AFFIDAVIT AND ITEMIZATION OF ACCOUNTS

Plaintiff, Richard B. Dreskin, Managing Member, Equinox, LLC, personally appearing before me, who being duly sworn, states that he is the plaintiff in this action, and that the itemization of accounts which follows is true and correct as of the date written. He further states that no part of the sum included in the itemization below has been paid or satisfied in any fashion (except as indicated below), and is today due and owed to him.

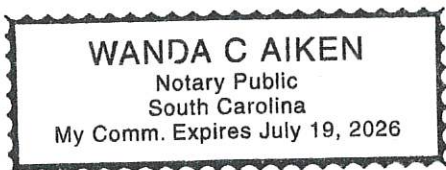
ITEMIZATION OF ACCOUNTS

|                        |             |
|------------------------|-------------|
| Rent and other charges | 102,914.81  |
| Payments               | (56,352.67) |
| Fees and Interest      | 4,434.50    |
| Attorney and expenses  | 20,186.31   |
| Prejudgment Interest   | 5,418.03    |
|                        | 76,600.98   |

Copy of detailed itemized statement attached by reference.

SWORN TO BEFORE ME, THIS 23<sup>rd</sup>  
DAY OF August, 20 19Wanda C. AikenMAGISTRATE OR NOTARY PUBLIC FOR  
SOUTH CAROLINA

MY COMMISSION EXPIRES: \_\_\_\_\_

Richard B. Dreskin  
PLAINTIFF/DEFENDANT (OR HIS ATTORNEY)

| Equinox, LLC                                |     |            |                                      | 2:49 PM                        |            |       |                          |                         |          |
|---------------------------------------------|-----|------------|--------------------------------------|--------------------------------|------------|-------|--------------------------|-------------------------|----------|
| Balance Details for Rentals:618 Garden Rose |     |            |                                      | 08/22/2019                     |            |       |                          |                         |          |
| February 1, 2016 through August 22, 2019    |     |            |                                      | Accrual Basis                  |            |       |                          |                         |          |
| Type                                        | Num | Date       | Memo                                 | Rent and<br>Additional<br>Rent | Payments   | Fees  | Attorney and<br>expenses | prejudgment<br>interest | Balance  |
| Stmnt Charge                                |     | 2/1/2016   | Epps and Owens                       | 2,200.00                       |            |       |                          |                         | 2,200.00 |
| General Journal                             |     | 2/1/2016   | Security deposit owens and epps      | 2,200.00                       |            |       |                          |                         | 4,400.00 |
| Payment 1013                                |     | 2/2/2016   |                                      |                                | (4,400.00) |       |                          |                         | 0.00     |
| Stmnt Charge                                |     | 3/1/2016   | March rent                           | 2,200.00                       |            |       |                          |                         | 2,200.00 |
| Payment BBT cert                            |     | 3/7/2016   |                                      |                                | (2,200.00) |       |                          |                         | 0.00     |
| Stmnt Charge                                |     | 4/1/2016   |                                      | 2,200.00                       |            |       |                          |                         | 2,200.00 |
| Payment 5002                                |     | 4/4/2016   |                                      |                                | (2,200.00) |       |                          |                         | 0.00     |
| Invoice 614                                 |     | 4/7/2016   | Return check and charges             | 2,230.00                       |            |       |                          |                         | 2,230.00 |
| Payment 5002                                |     | 4/11/2016  | resubmit check                       | 2,200.00                       |            |       |                          |                         | 30.00    |
| Stmnt Charge                                |     | 5/1/2016   |                                      | 2,200.00                       |            |       |                          |                         | 2,230.00 |
| Payment 5076                                |     | 5/6/2016   |                                      |                                | (2,200.00) |       |                          |                         | 30.00    |
| Stmnt Charge                                |     | 6/1/2016   |                                      | 2,200.00                       |            |       |                          |                         | 2,230.00 |
| Payment 5015                                |     | 6/10/2016  |                                      |                                | (600.00)   |       |                          |                         | 1,630.00 |
| Payment 5014                                |     | 6/10/2016  |                                      |                                | (1,600.00) |       |                          |                         | 30.00    |
| Stmnt Charge                                |     | 7/1/2016   |                                      | 2,200.00                       |            |       |                          |                         | 2,230.00 |
| Payment 5033                                |     | 7/5/2016   |                                      |                                | (1,800.00) |       |                          |                         | 430.00   |
| Payment 5034                                |     | 7/5/2016   |                                      |                                | (400.00)   |       |                          |                         | 30.00    |
| Stmnt Charge                                |     | 8/1/2016   |                                      | 2,200.00                       |            |       |                          |                         | 2,230.00 |
| Payment 5036                                |     | 8/8/2016   |                                      |                                | (2,200.00) |       |                          |                         | 30.00    |
| Invoice 624                                 |     | 8/11/2016  | Returned NSF payment                 | 2,285.00                       |            |       |                          |                         | 2,316.00 |
| Payment                                     |     | 8/12/2016  |                                      |                                | (2,200.00) |       |                          |                         | 116.00   |
| Stmnt Charge                                |     | 9/1/2016   | Sept                                 | 2,200.00                       |            |       |                          |                         | 2,316.00 |
| Stmnt Charge                                |     | 9/6/2016   | Late 1                               |                                |            | 50.00 |                          |                         | 2,366.00 |
| Stmnt Charge                                |     | 9/11/2016  | Late 2                               |                                |            | 50.00 |                          |                         | 2,416.00 |
| Payment 5086                                |     | 9/13/2016  |                                      |                                | (500.00)   |       |                          |                         | 1,916.00 |
| Payment 1003                                |     | 9/13/2016  |                                      |                                | (1,800.00) |       |                          |                         | 116.00   |
| Stmnt Charge                                |     | 10/1/2016  |                                      | 2,200.00                       |            |       |                          |                         | 2,316.00 |
| Stmnt Charge                                |     | 10/6/2016  | Late 1                               |                                |            | 50.00 |                          |                         | 2,366.00 |
| Stmnt Charge                                |     | 10/11/2016 | Late 2                               |                                |            | 50.00 |                          |                         | 2,416.00 |
| Payment 5056                                |     | 10/16/2016 |                                      |                                | (2,250.00) |       |                          |                         | 166.00   |
| Stmnt Charge                                |     | 11/1/2016  |                                      | 2,200.00                       |            |       |                          |                         | 2,366.00 |
| Stmnt Charge                                |     | 11/6/2016  | LATE 1                               |                                |            | 50.00 |                          |                         | 2,416.00 |
| Stmnt Charge                                |     | 11/11/2016 | Late 2                               |                                |            | 50.00 |                          |                         | 2,466.00 |
| Stmnt Charge                                |     | 12/1/2016  |                                      | 2,200.00                       |            |       |                          |                         | 4,666.00 |
| Stmnt Charge                                |     | 12/1/2016  | Interest on 11/1 balance             |                                |            | 35.49 |                          |                         | 4,701.49 |
| Stmnt Charge                                |     | 12/6/2016  | Late 1                               |                                |            | 50.00 |                          |                         | 4,751.49 |
| Payment 5057                                |     | 12/8/2016  |                                      |                                | (1,100.00) |       |                          |                         | 3,651.49 |
| Payment 5049                                |     | 12/28/2016 |                                      |                                | (550.00)   |       |                          |                         | 3,101.49 |
| Stmnt Charge                                |     | 1/1/2017   |                                      | 2,200.00                       |            |       |                          |                         | 5,301.49 |
| Stmnt Charge                                |     | 1/1/2017   | Interest on balance 12/1/16          |                                |            | 70.52 |                          |                         | 5,372.01 |
| Credit Mer 636                              |     | 1/2/2017   | Discount for sewer lift pump failure |                                | (800.00)   |       |                          |                         | 4,572.01 |
| Payment                                     |     | 1/3/2017   |                                      |                                | (550.00)   |       |                          |                         | 4,022.01 |
| Stmnt Charge                                |     | 1/6/2017   | Late 1                               |                                |            | 50.00 |                          |                         | 4,072.01 |
| Stmnt Charge                                |     | 1/11/2017  | Late 2                               |                                |            | 50.00 |                          |                         | 4,122.01 |
| Payment 5024                                |     | 1/13/2017  |                                      |                                | (1,100.00) |       |                          |                         | 3,022.01 |
| Payment 5126                                |     | 2/1/2017   |                                      |                                | (1,400.00) |       |                          |                         | 1,622.01 |
| Stmnt Charge                                |     | 2/1/2017   |                                      | 2,200.00                       |            |       |                          |                         | 3,822.01 |



| Type            | Num | Date      | Memo                                            | Rent and<br>Additional<br>Rent | Payments   | Fees  | Attorney and<br>expenses | prejudgment<br>interest | Balance  |
|-----------------|-----|-----------|-------------------------------------------------|--------------------------------|------------|-------|--------------------------|-------------------------|----------|
| Stmt Charge     |     | 2/1/2017  | Interest on balance 2/1                         |                                | 45.33      |       |                          |                         | 3,867.34 |
| Invoice 647     |     | 2/3/2017  | NSF check                                       | 1,442.00                       |            |       |                          |                         | 5,309.34 |
| Payment CASH    |     | 2/3/2017  |                                                 |                                | (1,400.00) |       |                          |                         | 3,909.34 |
| Stmt Charge     |     | 2/5/2017  | Late 1                                          |                                |            | 50.00 |                          |                         | 3,959.34 |
| Stmt Charge     |     | 2/11/2017 | Late 2                                          |                                |            | 50.00 |                          |                         | 4,009.34 |
| Payment cash    |     | 2/15/2017 |                                                 |                                | (1,100.00) |       |                          |                         | 2,909.34 |
| Stmt Charge     |     | 3/1/2017  |                                                 | 2,200.00                       |            |       |                          |                         | 5,109.34 |
| Stmt Charge     |     | 3/1/2017  | Interest on balance 3/1                         |                                |            | 43.64 |                          |                         | 5,152.98 |
| Payment 5102    |     | 3/1/2017  |                                                 |                                | (1,100.00) |       |                          |                         | 4,052.98 |
| Invoice 654     |     | 3/2/2017  | NSF check 618 Garden Rose                       | 1,142.00                       |            |       |                          |                         | 5,194.98 |
| Payment surepay |     | 3/4/2017  | REF # PPEGK3BTD3 RENT REMAINDER NOW 2578.48     |                                | (1,500.00) |       |                          |                         | 3,694.98 |
| Payment         |     | 3/10/2017 | REF # PPEY2LKQRY RENT REMAINING 2000            |                                | (578.00)   |       |                          |                         | 3,116.98 |
| Payment SP      |     | 3/27/2017 |                                                 |                                | (1,250.00) |       |                          |                         | 1,866.98 |
| Stmt Charge     |     | 4/1/2017  |                                                 | 2,200.00                       |            |       |                          |                         | 4,066.98 |
| Stmt Charge     |     | 4/1/2017  | Interest on balance 3/27                        |                                |            | 77.93 |                          |                         | 4,144.91 |
| Stmt Charge     |     | 4/5/2017  | Late 1                                          |                                |            | 50.00 |                          |                         | 4,194.91 |
| Stmt Charge     |     | 4/10/2017 | Late 2                                          |                                |            | 50.00 |                          |                         | 4,244.91 |
| Payment         |     | 4/14/2017 |                                                 |                                | (750.00)   |       |                          |                         | 3,494.91 |
| Payment         |     | 4/18/2017 |                                                 |                                | (750.00)   |       |                          |                         | 2,744.91 |
| Payment         |     | 4/18/2017 |                                                 |                                | (750.00)   |       |                          |                         | 1,994.91 |
| Payment SP      |     | 4/28/2017 |                                                 |                                | (500.00)   |       |                          |                         | 1,494.91 |
| Stmt Charge     |     | 5/1/2017  |                                                 | 2,200.00                       |            |       |                          |                         | 3,694.91 |
| Stmt Charge     |     | 5/1/2017  | Interest on balance 4/27                        |                                |            | 29.93 |                          |                         | 3,724.84 |
| Payment SP      |     | 5/4/2017  |                                                 |                                | (750.00)   |       |                          |                         | 2,974.84 |
| Payment SP      |     | 5/8/2017  | REF # PPE2YB7LSR MAY REMAINING RENT 1050        |                                | (650.00)   |       |                          |                         | 2,324.84 |
| Payment         |     | 5/24/2017 |                                                 |                                | (625.00)   |       |                          |                         | 1,699.84 |
| Payment         |     | 5/26/2017 | ON 05/26 REF # PPE8RGXPQX FINAL PAYMENT FOR MAY |                                | (425.00)   |       |                          |                         | 1,274.84 |
| Stmt Charge     |     | 6/1/2017  |                                                 | 2,200.00                       |            |       |                          |                         | 3,474.84 |
| Stmt Charge     |     | 6/1/2017  | Interest on balance 5/31/2017                   |                                |            | 19.13 |                          |                         | 3,493.97 |
| Stmt Charge     |     | 6/6/2017  | Late 1                                          |                                |            | 50.00 |                          |                         | 3,543.97 |
| Stmt Charge     |     | 6/11/2017 | Late 2                                          |                                |            | 50.00 |                          |                         | 3,593.97 |
| Payment SP      |     | 6/18/2017 | ON 06/17 REF # PPEY2W7S3X JUNE RENT DUE 1200    |                                | (1,000.00) |       |                          |                         | 2,593.97 |
| Invoice 666     |     | 7/1/2017  | July rent                                       | 2,200.00                       |            |       |                          |                         | 4,793.97 |
| Stmt Charge     |     | 7/1/2017  | Interest on 7/1 balance                         |                                |            | 38.91 |                          |                         | 4,832.88 |
| Payment SP      |     | 7/3/2017  | REF # PPE2YGXJR DUE \$100 FOR JUNE RENT.        |                                | (1,100.00) |       |                          |                         | 3,732.88 |
| Payment SP      |     | 7/5/2017  |                                                 |                                | (800.00)   |       |                          |                         | 2,932.88 |
| Payment         |     | 7/25/2017 |                                                 |                                | (800.00)   |       |                          |                         | 2,132.88 |
| Payment         |     | 7/31/2017 |                                                 |                                | (700.00)   |       |                          |                         | 1,432.88 |
| Stmt Charge     |     | 8/1/2017  |                                                 | 2,200.00                       |            |       |                          |                         | 3,632.88 |
| Invoice 671     |     | 8/1/2017  | Interest on balance                             |                                |            | 55.36 |                          |                         | 3,688.24 |
| Stmt Charge     |     | 8/7/2017  | Late 1                                          |                                |            | 50.00 |                          |                         | 3,738.24 |
| Stmt Charge     |     | 8/11/2017 | Late 2                                          |                                |            | 50.00 |                          |                         | 3,788.24 |
| Stmt Charge     |     | 8/11/2017 | Interest on balance on 7/31                     |                                |            | 21.50 |                          |                         | 3,809.74 |
| Payment         |     | 8/21/2017 |                                                 |                                | (500.00)   |       |                          |                         | 3,309.74 |
| Payment         |     | 8/21/2017 |                                                 |                                | (1,500.00) |       |                          |                         | 1,809.74 |
| Invoice 673     |     | 8/31/2017 | REF # PP03PY2P8M PAID IN FULL FOR AUG           | 306.00                         | (200.00)   |       |                          |                         | 1,609.74 |
| Stmt Charge     |     | 9/1/2017  | sewer lift pump service call                    | 2,200.00                       |            |       |                          |                         | 1,915.74 |
| Stmt Charge     |     | 9/1/2017  | Sept                                            |                                |            | 24.15 |                          |                         | 4,115.74 |
| Stmt Charge     |     | 9/1/2017  | Interest n balance on 8/31                      |                                |            | 50.00 |                          |                         | 4,139.89 |
| Stmt Charge     |     | 9/5/2017  | Late 1                                          |                                |            |       |                          |                         | 4,189.89 |
| Payment SP      |     | 9/8/2017  |                                                 |                                | (1,100.00) |       |                          |                         | 3,089.89 |

| Type                    | Num | Date       | Memo                                      | Rent and<br>Additional<br>Rent | Payments    | Fees     | Attorney and<br>expenses | prejudgment<br>interest | Balance   |
|-------------------------|-----|------------|-------------------------------------------|--------------------------------|-------------|----------|--------------------------|-------------------------|-----------|
| Payment SP              |     | 9/14/2017  |                                           |                                | (1,100.00)  |          |                          |                         | 1,989.89  |
| Stmnt Charge            |     | 10/1/2017  |                                           | 2,440.00                       |             |          |                          |                         | 4,429.89  |
| Stmnt Charge            |     | 10/1/2017  | Interest on balance 9/30                  |                                |             | 29.10    |                          |                         | 4,458.99  |
| Payment Zelle           |     | 10/3/2017  |                                           |                                | (1,220.00)  |          |                          |                         | 3,238.99  |
| Stmnt Charge            |     | 10/6/2017  | Late 1                                    |                                |             | 61.00    |                          |                         | 3,299.99  |
| Stmnt Charge            |     | 10/11/2017 | Late 2                                    |                                |             | 61.00    |                          |                         | 3,360.99  |
| Invoice 678             |     | 10/16/2017 | Filing fees for eviction and complaint    |                                |             | 120.00   |                          |                         | 3,480.99  |
| Stmnt Charge            |     | 11/1/2017  |                                           | 2,440.00                       |             |          |                          |                         | 5,920.99  |
| Stmnt Charge            |     | 11/1/2017  | Interest on balance 10/30                 |                                |             | 52.22    |                          |                         | 5,973.21  |
| Stmnt Charge            |     | 11/6/2017  | Late 1                                    |                                |             | 122.00   |                          |                         | 6,095.21  |
| Stmnt Charge            |     | 11/11/2017 | Late 2                                    |                                |             | 122.00   |                          |                         | 6,217.21  |
| Stmnt Charge            |     | 12/1/2017  |                                           | 2,440.00                       |             |          |                          |                         | 8,657.21  |
| Stmnt Charge            |     | 12/1/2017  | Interest on balance 11/30/2017            |                                |             | 93.26    |                          |                         | 8,750.47  |
| Stmnt Charge            |     | 12/6/2017  | Late 1                                    |                                |             | 122.00   |                          |                         | 8,872.47  |
| Stmnt Charge            |     | 12/6/2017  | 35% costs of collection.                  |                                |             |          |                          |                         | 11,207.83 |
| General Jot 10042       |     | 12/6/2017  | Apply Epps' security deposit              |                                |             | 2,335.36 |                          |                         | 9,007.83  |
| Stmnt Charge            |     | 7/27/2018  | lunch for Adam Bach                       |                                | (2,200.00)  |          | 19.33                    | 495.56                  | 8,522.72  |
| Invoice 700             |     | 7/28/2018  | Cleanup expenses                          | 18,205.84                      |             |          |                          | 2.25                    | 27,730.80 |
| Stmnt Charge            |     | 8/9/2018   | Serving Tor Elstrom                       |                                |             |          | 100.00                   | 78.57                   | 27,909.37 |
| Stmnt Charge            |     | 8/13/2018  |                                           | 20.00                          |             |          |                          | 26.36                   | 27,955.73 |
| Stmnt Charge            |     | 8/16/2018  | legal 8/14/2018                           |                                |             |          | 4,365.00                 | 19.80                   | 32,340.54 |
| Stmnt Charge            |     | 8/16/2018  | Eq vs Epps medical records                |                                |             |          | 230.62                   | 0.00                    | 32,571.16 |
| Stmnt Charge            |     | 8/16/2018  | SCANSTAT invoice                          |                                |             |          | 472.70                   | 0.00                    | 33,043.86 |
| Stmnt Charge            |     | 8/16/2018  | Carolina Smiles letter                    |                                |             |          | 97.75                    | 0.00                    | 33,141.61 |
| Stmnt Charge            |     | 8/16/2018  | Spartanburg ENT                           |                                |             |          | 50.35                    | 0.00                    | 33,191.96 |
| Invoice 710             |     | 11/24/2018 | Legal                                     |                                |             |          | 6,386.00                 | 783.70                  | 40,361.65 |
| Invoice 721             |     | 1/19/2019  | Legal                                     |                                |             |          | 2,871.42                 | 533.67                  | 43,766.75 |
| Invoice 720             |     | 1/22/2019  | Repairs and expenses + deposition expense | 23,150.09                      |             |          | 945.55                   | 31.91                   | 67,895.30 |
| Stmnt Charge            |     | 1/30/2019  | Mediation. Equinox's share                |                                |             |          | 1,006.25                 | 128.25                  | 69,029.80 |
| Stmnt Charge            |     | 2/13/2019  | 1/30 electrical                           | 37.32                          |             |          |                          | 228.18                  | 69,295.30 |
| Stmnt Charge            |     | 2/13/2019  | 1/30 water & sewer                        | 42.29                          |             |          |                          | 0.00                    | 69,337.59 |
| Stmnt Charge            |     | 2/13/2019  | 1/30 gas                                  | 91.34                          |             |          |                          | 0.00                    | 69,428.93 |
| Stmnt Charge            |     | 3/13/2019  | 2/27 electrical                           | 40.37                          |             |          |                          | 459.00                  | 69,928.30 |
| Stmnt Charge            |     | 3/13/2019  | 2/27 water & sewer                        | 55.06                          |             |          |                          | 0.00                    | 69,983.36 |
| Stmnt Charge            |     | 3/13/2019  | 2/27 gas                                  | 84.55                          |             |          |                          | 0.00                    | 70,067.91 |
| Invoice 742             |     | 4/23/2019  | Legal                                     |                                |             |          | 2,382.50                 | 678.30                  | 73,128.71 |
| Stmnt Charge            |     | 7/7/2019   | 7/3 Legal expenses invoice 24460          |                                |             |          | 609.24                   | 1,294.99                | 75,032.93 |
| Stmnt Charge            |     | 8/1/2019   | Paul Fazzone's deposition                 | 261.95                         |             |          |                          | 442.90                  | 75,737.79 |
| Stmnt Charge            |     | 8/13/2019  | legal fees July Invoice -                 |                                |             |          | 648.60                   | 214.59                  | 76,600.98 |
| Feb 1, '16 - Aug 22, 19 |     |            |                                           | 102,914.81                     | (56,352.67) | 4,434.50 | 20,186.31                | 5,418.03                | 3,478.12  |

|                        |             |
|------------------------|-------------|
| Rent and other charges | 102,914.81  |
| Payments               | (56,352.67) |
| Fees and interest      | 4,434.50    |
| Attorney and expenses  | 20,186.31   |
| Prejudgment interest   | 5,418.03    |
|                        | 76,600.98   |

**Equinox, LLC**214 Oak Meadow Drive  
Simpsonville, SC 29681-4932**Statement**DATE  
8/22/2019Brandon and Courtney Epps  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                           | AMOUNT    | BALANCE     |
|------------|---------------------------------------|-----------|-------------|
| 01/31/2016 | Balance forward                       |           | 0.00        |
| 02/01/2016 | 618 Garden Rose-                      | 2,200.00  | 2,200.00    |
| 02/01/2016 | Epps and Owens                        |           |             |
| 02/02/2016 | --- 618 Garden Rose Rent \$2,200.00   | 2,200.00  | 4,400.00    |
| 03/01/2016 | GENJRL Security deposit owns and epps |           |             |
|            | PMT #1013.                            | -4,400.00 | 0.00        |
|            | March rent                            | 2,200.00  | 2,200.00    |
| 03/07/2016 | --- 618 Garden Rose Rent \$2,200.00   | -2,200.00 | 0.00        |
| 04/01/2016 | PMT #BBT cert                         | 2,200.00  | 2,200.00    |
| 04/04/2016 | --- 618 Garden Rose Rent \$2,200.00   | -2,200.00 | 0.00        |
| 04/07/2016 | INV #614.                             | 2,230.00  | 2,230.00    |
|            | Return check and charges              |           |             |
|            | --- NSF check \$2,200.00              | -2,200.00 | 0.00        |
|            | --- Misc Charge \$12.00               | 2,200.00  | 2,200.00    |
|            | --- Misc Charge \$18.00               | -2,200.00 | 0.00        |
| 04/11/2016 | PMT #5002. resubmit check             | 2,230.00  | 2,230.00    |
| 05/01/2016 | --- 618 Garden Rose Rent \$2,200.00   | -2,200.00 | 30.00       |
| 05/06/2016 | PMT #5076.                            | 2,200.00  | 2,230.00    |
| 06/01/2016 | --- 618 Garden Rose Rent \$2,200.00   | -2,200.00 | 30.00       |
| 06/10/2016 | PMT #5015.                            | -600.00   | 1,630.00    |
| 06/10/2016 | PMT #5014.                            | 30.00     | 1,600.00    |
| 07/01/2016 | --- 618 Garden Rose Rent \$2,200.00   | -2,200.00 | 2,230.00    |
| 07/05/2016 | PMT #5033.                            | -1,800.00 | 430.00      |
| AMOUNT DUE |                                       |           | \$76,600.98 |

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**Equinox, LLC**214 Oak Meadow Drive  
Simpsonville, SC 29681-4932**Statement**DATE  
8/22/2019Brandon and Courtney Epps  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                            | AMOUNT    | BALANCE     |
|------------|----------------------------------------|-----------|-------------|
| 07/05/2016 | PMT #5034.                             | -400.00   | 30.00       |
| 08/01/2016 | --- 618 Garden Rose Rent \$2,200.00    | 2,200.00  | 2,230.00    |
| 08/08/2016 | PMT #5036.                             | -2,200.00 | 30.00       |
| 08/11/2016 | INV #624.                              | 2,286.00  | 2,316.00    |
|            | Returned NSF payment                   |           |             |
|            | --- Bad Check Chg \$24.00              | -2,200.00 | 116.00      |
|            | --- NSF check \$2,200.00               | 2,200.00  | 2,316.00    |
| 08/12/2016 | --- 618 Garden Rose Rent \$50.00       | -2,200.00 | 116.00      |
| 09/01/2016 | --- Wells charge for NSF check \$12.00 | 2,200.00  | 2,316.00    |
|            | PMT                                    |           |             |
| 09/05/2016 | Sept                                   |           |             |
|            | --- 618 Garden Rose Rent \$2,200.00    | 50.00     | 2,366.00    |
|            | Late 1                                 |           |             |
|            | --- 618 Garden Rose Rent \$50.00       | 50.00     | 2,416.00    |
| 09/11/2016 | Late 2                                 |           |             |
|            | --- 618 Garden Rose Rent \$50.00       | -500.00   | 1,916.00    |
| 09/13/2016 | PMT #5086.                             | -1,800.00 | 116.00      |
| 09/13/2016 | PMT #1003.                             | 2,200.00  | 2,316.00    |
| 10/01/2016 | --- 618 Garden Rose Rent \$2,200.00    | 50.00     | 2,366.00    |
| 10/06/2016 | Late 1                                 |           |             |
|            | --- 618 Garden Rose Rent \$50.00       | 50.00     | 2,416.00    |
| 10/11/2016 | Late 2                                 |           |             |
|            | --- 618 Garden Rose Rent \$50.00       | -2,250.00 | 166.00      |
| 10/16/2016 | PMT #5056.                             |           |             |
| AMOUNT DUE |                                        |           | \$76,600.98 |

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**Equinox, LLC**214 Oak Meadow Drive  
Simpsonville, SC 29681-4932**Statement**DATE  
8/22/2019Brandon and Courtney Epps  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                                                     | AMOUNT    | BALANCE  |
|------------|-----------------------------------------------------------------|-----------|----------|
| 11/01/2016 | --- 618 Garden Rose Rent \$2,200.00                             | 2,200.00  | 2,366.00 |
| 11/06/2016 | LATE 1<br>--- 618 Garden Rose Rent \$50.00                      | 50.00     | 2,416.00 |
| 11/01/2016 | LATE 2<br>--- 618 Garden Rose Rent \$50.00                      | 50.00     | 2,466.00 |
| 12/01/2016 | --- 618 Garden Rose Rent \$2,200.00                             | 2,200.00  | 4,666.00 |
| 12/01/2016 | Interest on 11/1 balance<br>--- 618 Garden Rose Rent \$35.49    | 35.49     | 4,701.49 |
| 12/06/2016 | LATE 1<br>--- 618 Garden Rose Rent \$50.00                      | 50.00     | 4,751.49 |
| 12/08/2016 | PMT #5057                                                       | -1,100.00 | 3,651.49 |
| 12/28/2016 | PMT #5049                                                       | -550.00   | 3,101.49 |
| 01/01/2017 | --- 618 Garden Rose Rent \$2,200.00                             | 2,200.00  | 5,301.49 |
| 01/01/2017 | Interest on balance 12/7/16<br>--- 618 Garden Rose Rent \$70.52 | 70.52     | 5,372.01 |
| 01/02/2017 | CREDITMEM #636<br>Discount for sewer lift pump failure          | -800.00   | 4,572.01 |
| 01/03/2017 | PMT                                                             | -550.00   | 4,022.01 |
| 01/06/2017 | LATE 1<br>--- 618 Garden Rose Rent \$50.00                      | 50.00     | 4,072.01 |

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AMOUNT DUE  
\$76,600.98**Equinox, LLC**214 Oak Meadow Drive  
Simpsonville, SC 29681-4932**Statement**DATE  
8/22/2019Brandon and Courtney Epps  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                                                 | AMOUNT    | BALANCE  |
|------------|-------------------------------------------------------------|-----------|----------|
| 01/11/2017 | Late 2<br>--- 618 Garden Rose Rent \$50.00                  | 50.00     | 4,122.01 |
| 01/13/2017 | PMT #5024                                                   | -1,100.00 | 3,022.01 |
| 02/01/2017 | PMT #5126                                                   | -1,400.00 | 1,622.01 |
| 02/01/2017 | --- 618 Garden Rose Rent \$2,200.00                         | 2,200.00  | 3,822.01 |
| 02/01/2017 | Interest on balance 2/1<br>--- 618 Garden Rose Rent \$45.33 | 45.33     | 3,867.34 |
| 02/03/2017 | INV #647<br>NSF check<br>--- NSF check \$1,400.00           | 1,442.00  | 5,309.34 |
| 02/03/2017 | --- Bad Check Chg \$12.00                                   | -         |          |
| 02/05/2017 | PMT #CASH                                                   | -1,400.00 | 3,909.34 |
| 02/05/2017 | LATE 1<br>--- 618 Garden Rose Rent \$50.00                  | 50.00     | 3,959.34 |
| 02/11/2017 | LATE 2<br>--- 618 Garden Rose Rent \$50.00                  | 50.00     | 4,009.34 |
| 02/15/2017 | PMT #cash                                                   | -1,100.00 | 2,909.34 |
| 03/01/2017 | --- 618 Garden Rose Rent \$2,200.00                         | 2,200.00  | 5,109.34 |
| 03/01/2017 | Interest on balance 3/1<br>--- 618 Garden Rose Rent \$43.64 | 43.64     | 5,152.98 |
| 03/01/2017 | PMT #5102                                                   | -1,100.00 | 4,052.98 |

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AMOUNT DUE  
\$76,600.98

**Equinox, LLC**214 Oak Meadow Drive  
Simpsonville, SC 29681-4932**Statement**DATE  
8/22/2019Brandon and Courtney Eggs  
618 Garden Rose Court  
Greer SC 29651**Equinox, LLC**214 Oak Meadow Drive  
Simpsonville, SC 29681-4932**Statement**DATE  
8/22/2019Brandon and Courtney Eggs  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                                                                                                                                                                                                                                                    | AMOUNT                                                                                                           | BALANCE                                                                                  |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 03/02/2017 | INV #654,<br>NSF check 618 Garden Rose<br>--- NSF check \$1,100.00<br>--- NSF check \$12.00<br>--- Rent Check Chg \$30.00<br>PMT #seurepy, REF # PPEGKBBD3 RENT REMAINDER NOW<br>2578.48<br>PMT<br>PMT #SP.<br>PMT #SP.<br>--- 618 Garden Rose Rent \$2,200.00 | 1,142.00<br><br><br><br>-1,500.00<br><br>-578.00<br>-1,250.00<br>2,200.00<br><br>77.93<br><br>50.00<br><br>50.00 | 5,194.98<br><br><br><br>3,694.98<br><br>3,116.98<br>1,866.98<br>4,066.98<br><br>4,144.91 |
| 03/04/2017 | Interest on balance 3/27<br>--- 618 Garden Rose Rent \$77.93                                                                                                                                                                                                   |                                                                                                                  |                                                                                          |
| 04/01/2017 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                                                                                     |                                                                                                                  |                                                                                          |
| 04/10/2017 | Late 2<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                                                                                     |                                                                                                                  |                                                                                          |
| 04/14/2017 | PMT<br>PMT<br>PMT<br>PMT #SP.<br>--- 618 Garden Rose Rent \$2,200.00                                                                                                                                                                                           | -750.00<br>-750.00<br>-750.00<br>-500.00<br>2,200.00                                                             | 3,494.91<br>2,744.91<br>1,994.91<br>1,494.91<br>3,694.91                                 |
| 05/01/2017 | Interest on balance 4/27<br>--- 618 Garden Rose Rent \$29.93<br>PMT #SP.<br>PMT #SP.                                                                                                                                                                           | 29.93<br>-750.00<br>-650.00                                                                                      | 3,724.84<br>2,974.84<br>2,324.84                                                         |

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| DATE       | DESCRIPTION                                                                                                                       | AMOUNT                                                          | BALANCE                                                              |
|------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------|
| 05/24/2017 | PMT                                                                                                                               | -625.00                                                         | 1,699.84                                                             |
| 05/26/2017 | PMT                                                                                                                               | -425.00                                                         | 1,274.84                                                             |
| 06/01/2017 | --- 618 Garden Rose Rent \$2,200.00                                                                                               | 2,200.00                                                        | 3,474.84                                                             |
| 06/01/2017 | Interest on balance 5/31/2017<br>--- 618 Garden Rose Rent \$19.13                                                                 | 19.13                                                           | 3,493.97                                                             |
| 06/06/2017 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                                        | 50.00                                                           | 3,543.97                                                             |
| 06/11/2017 | Late 2<br>--- 618 Garden Rose Rent \$50.00                                                                                        | 50.00                                                           | 3,593.97                                                             |
| 06/18/2017 | PMT #SP.<br>INV #666,<br>July rent,<br>--- 618 Garden Rose Rent \$2,200.00                                                        | -1,000.00<br>2,200.00                                           | 2,593.97<br>4,793.97                                                 |
| 07/01/2017 | Interest on 7/1 balance<br>--- 618 Garden Rose Rent \$38.91<br>PMT #SP.<br>PMT #SP.<br>PMT<br>--- 618 Garden Rose Rent \$2,200.00 | 38.91<br>-1,100.00<br>-800.00<br>-800.00<br>-700.00<br>2,200.00 | 4,832.88<br>3,732.88<br>2,932.88<br>2,132.88<br>1,432.88<br>3,632.88 |
| 08/01/2017 | INV #671,<br>Interest on balance<br>--- 618 Garden Rose Rent \$55.36                                                              | 55.36                                                           | 3,688.24                                                             |

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**Equinox, LLC**214 Oak Meadow Drive  
Simpsonville, SC 29681-4932**Statement**DATE  
8/22/2019Brandon and Courtney Epps  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                                                                                                                                                                                       | AMOUNT    | BALANCE  |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|
| 08/07/2017 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                        | 50.00     | 3,738.24 |
| 08/11/2017 | Late 2<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                        | 50.00     | 3,788.24 |
| 08/11/2017 | Interest on balance out 7/31<br>--- 618 Garden Rose Rent \$21.50                                                                                                                                  | 21.50     | 3,809.74 |
| 08/21/2017 | PMT<br>--- 618 Garden Rose Rent \$21.50                                                                                                                                                           | -500.00   | 3,309.74 |
| 08/21/2017 | PMT<br>--- 618 Garden Rose Rent \$21.50                                                                                                                                                           | -1,500.00 | 1,809.74 |
| 08/31/2017 | PMT<br>--- 618 Garden Rose Rent \$21.50                                                                                                                                                           | -200.00   | 1,609.74 |
| 09/01/2017 | INV #673<br>sewer lift pump service call<br>--- Clean grease build up in sewer lift pump \$306.00<br>--- Plumber says you are putting grease down the drain causing problem with sewer lift pump. | 306.00    | 1,915.74 |
| 09/01/2017 | Sept<br>--- 618 Garden Rose Rent \$2,200.00                                                                                                                                                       | 2,200.00  | 4,115.74 |
| 09/01/2017 | Interest on balance on 8/31<br>--- 618 Garden Rose Rent \$24.15                                                                                                                                   | 24.15     | 4,139.89 |
| 09/06/2017 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                        | 50.00     | 4,189.89 |
| 09/06/2017 | PMT #SP<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                       | -1,100.00 | 3,089.89 |
| 09/14/2017 | PMT #SP<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                       | -1,100.00 | 1,989.89 |
| 10/01/2017 | --- 618 Garden Rose Rent \$2,440.00                                                                                                                                                               | 2,440.00  | 4,429.89 |

AMOUNT DUE

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\$76,600.98

**Equinox, LLC**214 Oak Meadow Drive  
Simpsonville, SC 29681-4932**Statement**DATE  
8/22/2019Brandon and Courtney Epps  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                                                                                                                                                                                            | AMOUNT    | BALANCE  |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|
| 10/01/2017 | Interest on balance 9/30<br>--- 618 Garden Rose Rent \$29.10<br>PMT #Zelle                                                                                                                             | 29.10     | 4,458.99 |
| 10/03/2017 | Late 1<br>--- 618 Garden Rose Rent \$61.00                                                                                                                                                             | -1,220.00 | 3,238.99 |
| 10/06/2017 | Late 2<br>--- 618 Garden Rose Rent \$61.00                                                                                                                                                             | 61.00     | 3,299.99 |
| 10/11/2017 | INV #678<br>Filing fees for eviction and complaint<br>--- Reimb Group<br>--- Garden Rose Court Complaint \$80.00<br>--- Garden Rose Court eviction \$40.00<br>--- Total Reimbursable Expenses \$120.00 | 120.00    | 3,360.99 |
| 11/01/2017 | --- 618 Garden Rose Rent \$2,440.00                                                                                                                                                                    | 2,440.00  | 5,920.99 |
| 11/01/2017 | Interest on balance 10/30<br>--- 618 Garden Rose Rent \$52.22                                                                                                                                          | 52.22     | 5,973.21 |
| 11/06/2017 | Late 1<br>--- 618 Garden Rose Rent \$122.00                                                                                                                                                            | 122.00    | 6,095.21 |
| 11/11/2017 | Late 2<br>--- 618 Garden Rose Rent \$122.00                                                                                                                                                            | 122.00    | 6,217.21 |
| 12/01/2017 | --- 618 Garden Rose Rent \$2,440.00                                                                                                                                                                    | 2,440.00  | 8,657.21 |

AMOUNT DUE

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**Equinox, LLC**  
214 Oak Meadow Drive  
Simpsonville, SC 29681-4932

## Statement

DATE  
8/22/2019

Brandon and Courtney Epps  
618 Garden Rose Court  
Greer SC 29651

**Equinox, LLC**  
214 Oak Meadow Drive  
Simpsonville, SC 29681-4932

## Statement

DATE  
8/22/2019

Brandon and Courtney Epps  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                                                                                                                        | AMOUNT    | BALANCE   |
|------------|------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| 12/01/2017 | Interest on balance 11/30/2017                                                                                                     | 93.26     | 8,750.47  |
| 12/06/2017 | -- 618 Garden Rose Rent \$93.26                                                                                                    | 122.00    | 8,872.47  |
| 12/06/2017 | Late 1                                                                                                                             |           |           |
|            | -- 618 Garden Rose Rent \$122.00                                                                                                   | 2,335.36  | 11,207.83 |
|            | 35% costs of collection. No additional rent or interest on balance charged after this change only pre judgment interest from here. |           |           |
| 12/06/2017 | -- 618 Garden Rose Rent \$2,335.36                                                                                                 | -2,200.00 | 9,007.83  |
| 07/27/2018 | GENIRNL #10042. Apply Epps security deposit                                                                                        | 19.33     | 9,027.16  |
|            | lunch for Adam Bach                                                                                                                |           |           |
|            | -- lunch for Adam Bach \$19.33                                                                                                     |           |           |

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AMOUNT DUE

\$76,600.98

| DATE       | DESCRIPTION                                                                                                                                                                                                    | AMOUNT | BALANCE   |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|
| 07/28/2018 | INV #700.                                                                                                                                                                                                      |        |           |
|            | -- Clean up and repair after moveout                                                                                                                                                                           |        |           |
|            | -- 618 Garden Rose Rent \$350.00                                                                                                                                                                               |        |           |
|            | -- 618 Garden Rose Rent \$640.00                                                                                                                                                                               |        |           |
|            | -- 618 Garden Rose Rent \$350.00                                                                                                                                                                               |        |           |
|            | -- 618 Garden Rose Rent \$1,300.00                                                                                                                                                                             |        |           |
|            | Reimb Group                                                                                                                                                                                                    |        |           |
|            | -- 11/30 electrical \$55.09                                                                                                                                                                                    |        |           |
|            | -- 11/30 water & sewer \$20.84                                                                                                                                                                                 |        |           |
|            | -- 11/30 gas \$38.95                                                                                                                                                                                           |        |           |
|            | -- 11/30 CPW service charge \$10.00                                                                                                                                                                            |        |           |
|            | -- 11/15 - 12/20/2017 \$1,257.50                                                                                                                                                                               |        |           |
|            | -- 12/20 Process service \$145.00                                                                                                                                                                              |        |           |
|            | -- 12/29/2017 Filing fee for appeal of condemnation \$100.00                                                                                                                                                   |        |           |
|            | -- 12/29 electrical \$89.72                                                                                                                                                                                    |        |           |
|            | -- 12/29 water & sewer \$21.02                                                                                                                                                                                 |        |           |
|            | -- 12/29 gas \$99.66                                                                                                                                                                                           |        |           |
|            | -- legal 12/20/2017 - 1/6/2018 \$4,235.32                                                                                                                                                                      |        |           |
|            | -- legal 1/17/2018 - 2/5/2018 \$3,337.50                                                                                                                                                                       |        |           |
|            | -- legal 2/5/2018 - 3/29/2018 \$2,460.00                                                                                                                                                                       |        |           |
|            | -- legal 5/16/2018 \$1,300.00                                                                                                                                                                                  |        |           |
|            | -- legal 6/16/2018 \$745.00                                                                                                                                                                                    |        |           |
|            | -- legal 7/17/2018 \$1,450.24                                                                                                                                                                                  |        |           |
|            | == Total Reimbursable Expenses \$15,365.84                                                                                                                                                                     |        |           |
|            | -- These are expenses since your departure as called for in the Lease. Other than my legal fees for which you are obligated and are still accumulating, there will eventually be prejudgment interest applied. |        |           |
| 08/09/2018 | Serving Tor Elstrom                                                                                                                                                                                            |        |           |
|            | -- Serving Tor Elstrom \$100.00                                                                                                                                                                                | 100.00 | 27,333.00 |

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AMOUNT DUE

\$76,600.98

**Equinox, LLC**

214 Oak Meadow Drive  
Simpsonville, SC 29681-4932

**Statement**

DATE  
8/22/2019

Brandon and Courtney Epps  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                                       | AMOUNT   | BALANCE   |
|------------|---------------------------------------------------|----------|-----------|
| 08/13/2018 | -- \$20.00                                        | 20.00    | 27,553.00 |
| 08/16/2018 | Legal 8/14/2018                                   | 4,365.00 | 31,718.00 |
| 08/16/2018 | -- Legal 8/14/2018 \$4,365.00                     |          |           |
| 08/16/2018 | Eq vs Epps medical records                        | 230.62   | 31,948.62 |
| 08/16/2018 | -- Eq vs Epps medical records \$230.62            |          |           |
| 08/16/2018 | SCANSTAT Invoice                                  | 472.70   | 32,421.32 |
| 08/16/2018 | -- SCANSTAT Invoice \$472.70                      |          |           |
| 08/16/2018 | Carolina Smiles letter                            | 97.75    | 32,519.07 |
| 08/16/2018 | -- Carolina Smiles letter \$97.75                 |          |           |
| 11/24/2018 | Spartanburg ENT                                   | 50.35    | 32,569.42 |
| 11/24/2018 | -- Spartanburg ENT \$50.35                        |          |           |
| 11/24/2018 | INV #710                                          | 6,386.00 | 38,955.42 |
| 11/24/2018 | -- Reimb Group                                    |          |           |
| 11/24/2018 | -- Legal 9/17/2018 \$240.00                       |          |           |
| 11/24/2018 | -- Legal October 2018 \$257.50                    |          |           |
| 11/24/2018 | -- SCANSTAT Invoice \$25.00                       |          |           |
| 11/24/2018 | -- Transcript of Courtney's deposition \$1,452.60 |          |           |
| 11/24/2018 | -- Legal November 2018 \$4,410.90                 |          |           |
| 11/24/2018 | -- Total Reimbursable Expenses \$6,386.00         |          |           |
| 01/19/2019 | INV #721                                          | 2,871.42 | 41,826.84 |
| 01/19/2019 | -- Reimb Group                                    |          |           |
| 01/19/2019 | -- Legal fees December \$2,035.00                 |          |           |
| 01/19/2019 | -- Legal fees January \$836.42                    |          |           |
| 01/19/2019 | -- Total Reimbursable Expenses \$2,871.42         |          |           |

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**Equinox, LLC**

214 Oak Meadow Drive  
Simpsonville, SC 29681-4932

**Statement**

DATE  
8/22/2019

Brandon and Courtney Epps  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                                                                             | AMOUNT    | BALANCE   |
|------------|-----------------------------------------------------------------------------------------|-----------|-----------|
| 01/22/2019 | INV #720                                                                                | 24,096.64 | 65,923.48 |
| 01/22/2019 | -- Reimb Group                                                                          |           |           |
| 01/22/2019 | -- Repairs from toilet overflow and drywall damage \$7,411.00                           |           |           |
| 01/22/2019 | -- Repairs from tenant abuse of property in excess of normal wear and tear. \$15,600.00 |           |           |
| 01/22/2019 | -- 12/30 electrical \$30.43                                                             |           |           |
| 01/22/2019 | -- 12/30 water & sewer \$33.81                                                          |           |           |
| 01/22/2019 | -- 12/30 gas \$72.85                                                                    |           |           |
| 01/22/2019 | -- Transcript of Brandon's deposition \$946.55                                          |           |           |
| 01/22/2019 | -- Total Reimbursable Expenses \$24,096.64                                              |           |           |
| 01/30/2019 | Mediation. Equinox's share                                                              | 1,006.25  | 66,929.73 |
| 01/30/2019 | -- Mediation. Equinox's share \$1,006.25                                                |           |           |
| 02/13/2019 | 1/30 electrical                                                                         | 37.32     | 66,967.05 |
| 02/13/2019 | -- 1/30 electrical \$37.32                                                              |           |           |
| 02/13/2019 | 1/30 water & sewer                                                                      | 42.29     | 67,009.34 |
| 02/13/2019 | -- 1/30 water & sewer \$42.29                                                           |           |           |
| 02/13/2019 | 1/30 gas                                                                                | 91.34     | 67,100.68 |
| 02/13/2019 | -- 1/30 gas \$91.34                                                                     |           |           |
| 03/13/2019 | 2/27 electrical                                                                         | 40.37     | 67,141.05 |
| 03/13/2019 | -- 2/27 electrical \$40.37                                                              |           |           |
| 03/13/2019 | 2/27 water & sewer                                                                      | 55.06     | 67,196.11 |
| 03/13/2019 | -- 2/27 water & sewer \$55.06                                                           |           |           |
| 03/13/2019 | 2/27 gas                                                                                | 84.55     | 67,280.66 |
| 03/13/2019 | -- 2/27 gas \$84.55                                                                     |           |           |

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**Equinox, LLC**  
214 Oak Meadow Drive  
Simpsonville, SC 29681-4932

## Statement

DATE  
8/22/2019

Brandon and Courtney Byrps  
618 Garden Rose Court  
Greer SC 29651

| DATE       | DESCRIPTION                                                                                                                            | AMOUNT    | BALANCE   |
|------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| 04/23/2019 | INV #742.<br>--- attorney invoice 23328 \$2,382.50                                                                                     | 2,382.50  | 69,663.16 |
| 07/07/2019 | 7/3 Legal expenses invoice 24460<br>--- 7/3 Legal expenses invoice 24460 \$609.24                                                      | 609.24    | 70,272.40 |
| 08/01/2019 | Paul Fazzzone's deposition<br>--- Paul Fazzzone's deposition \$261.95                                                                  | 261.95    | 70,534.35 |
| 08/13/2019 | legal fees July Invoice -<br>--- legal fees July \$648.60                                                                              | 648.60    | 71,182.95 |
| 08/22/2019 | INV #758.<br>prejudgment interest: 7/27/2018 - 8/22/2019<br>--- 618 Garden Rose Rent \$1,939.91<br>--- 618 Garden Rose Rent \$3,478.12 | \$,418.03 | 76,600.98 |

AMOUNT DUE

\$76,600.98

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STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Equinox, LLC,

Plaintiff,

vs.

Brandon Epps, Courtney Epps, and City of  
Greer,

Defendants.

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT

C.A. No. 2017-CP-42-04476

**AFFIDAVIT OF RICHARD B.  
DRESKIN**

PERSONALLY APPEARED before me, Richard B. Dreskin, who being duly sworn,  
deposes and says as follows:

1. I am the managing member of Plaintiff Equinox, LLC ("Equinox") in the above-captioned lawsuit.
2. Equinox, LLC owns certain real property and improvements thereon located at 618 Garden Rose Ct, Greer, SC 29651 (the "Premises").
3. On or about February 1, 2016, Equinox, LLC entered into a Lease Agreement with Defendant Courtney Epps and Kathy Owens for the lease of the Premises (the "Lease."). A copy of the Lease is attached hereto as **Exhibit A**.
4. Section 3 of the Lease allows Equinox to recover unpaid rent, late fees, costs, and expenses for any legal actions instituted due to the Tenant's breach of the agreement, including the right to recover reasonable attorney's fees.
5. Section 8 of the Lease requires that "(a) the Tenant will maintain, at the Tenant's expense....to keep sinks, lavatories, and commodes draining and operating properly...Tenant must repair at Tenant's expense stoppage or leaks for any other reason...(c) to repair any damage caused

by Tenant(s) or Tenant's guests to interior or exterior walls, electrical or plumbing fixtures, screens, doors, wood floors, carpet, vinyl, and other furnishings...(i) to repay Equinox for the cost of all repairs made necessary by negligent or careless use of said premises."

6. After the execution of the Lease, Defendant Brandon Epps and Defendant Courtney Epps (the "Tenants") signed a document entitled Lease Extension and Modification Agreement amending certain terms and conditions of the Lease (the "Amendment"). A copy of the Amendment is attached hereto as **Exhibit B**.

7. The term of the Amendment was for one (1) year beginning October 1, 2017 to September 30, 2018.

8. On or about May 21, 2017, the Tenants notified me for the first time of a leak in at the Premises. I quickly notified my contractor, Paul Fazzone, who directed an associate to immediately remove the wet drywall and attempt to find a leak. Mr. Fazzone spent multiple weeks trying to locate an active leak at the Premises, which he never found. Although multiple sections of drywall in the basement were removed in the ensuing weeks, the rafters were dry and no leak was ever observed.

9. While inspecting the Premises for a leak, Mr. Fazzone discovered that a guest bathroom toilet had overflowed and caused damage to the surrounding hardwood floor. The guest bathroom toilet was inspected, and no mold or active leak was observed. It appeared that any surrounding discoloration of the flooring was due to the Tenants' overflowing this toilet, which is their responsibility to repair under the lease agreement.

10. On or about June 20, 2017, I was informed that Defendant Brandon Epps asked that the removed section of drywall be placed on the curb near the Premises where it sat until July 5,

2017 because local garbage trucks would not remove it. This drywall likely developed mold outside because it was exposed to the elements for multiple weeks until its removal by Equinox.

11. On or about September 1, 2017, I notified the Tenants that (i) they were behind on rent; (ii) they were required to pay rent on time (due on the first of the month and late on the fifth); and (iii) they needed to pay an additional \$500 per month to cure the unpaid back rent.

12. On or about October 11, 2017, the Tenants responded that they would not be paying the back rent because my “numbers were wrong” and instead requested reimbursement for their relocation due to alleged health issues caused by the alleged mold at the Premises.

13. On or about October 18, 2017, the Tenants’ attorney sent me a letter notifying me that they planned to terminate their lease agreement effective November 18, 2017. A copy of the letter is attached hereto as **Exhibit C**.

14. On or about October 25, 2017, I went to the Premises with two of Equinox’s contractors to inspect and repair certain issues. Upon our arrival, the Tenants called the police who arrived with Tor Ellstrom, a Code Enforcement Officer employed by the City of Greer. During this visit, I did not observe any visible wetness in the guest bathroom or any visible mold on the floor, walls, or ceiling.

15. Also during the October 25, 2017 visit, I noticed that Tenants had abandoned the Premises and left behind numerous items of personal property, including trash cans full of trash, unwashed dishes in the sink, a refrigerator and pantry full of food, and other trash in the home that the Tenants failed to clean or remove. The abandoned food and trash created a potential health hazard and risk for pest infestation.

16. By October 31, 2017, all utilities had been turned over from Tenants to Equinox.

17. On or about November 27, 2017, I received a report from AdvantaClean about their testing of the Premises for mold on November 15, 2017 and November 22, 2017. A copy of the AdvantaClean report is attached hereto as **Exhibit D**. The report includes the following findings:

- a. The only area of suspected visible mold growth was located in the guest bathroom where the toilet had overflowed;
- b. No visible mold was observed on any of the Tenants' personal property;
- c. No mold smell was apparent anywhere in the house on November 22, 2017;
- d. Of seven surface tests, only one was found to have active fungal growth, which was located on the subflooring in the guest bathroom;
- e. No positive test results for mold growth in the basement; and
- f. None of the Tenants' property required decontamination;

18. The Tenants have breached the Lease by failing to pay rent, abandoning the Premises, damaging the Premises, and other breaches.

19. Equinox has sustained various damages as a result of the Tenants' breach, including rent due and outstanding, late fees, various repairs to the Premises, costs, and expenses, including reasonable attorney's fees, which Equinox is entitled to recover under Section 3 of the Lease.

20. As of the date of this affidavit, Equinox has sustained actual and consequential damages proximately caused by the Tenants in the amount of \$ \_\_\_\_\_ which is presently due and outstanding.

FURTHER AFFIANT SAYETH NAUGHT.

*[Signature page to follow.]*

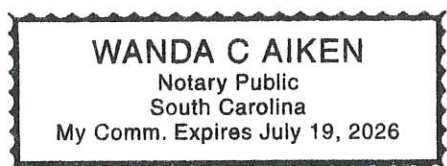


Richard B. Dreskin

Sworn to and subscribed before  
me this 23<sup>rd</sup> day of August, 2019



Notary Public, State of South Carolina  
My Commission Expires



# Exhibit A

|                             |                      |
|-----------------------------|----------------------|
| <b>Landlord:</b>            |                      |
| Equinox, LLC                | Phone: 864.458.8521  |
| 214 Oak Meadow Dr.          | Fax: 864.551.2393    |
| Simpsonville, SC 29681      |                      |
|                             | rick@equinox-llc.com |
| <b>Property Management:</b> |                      |
|                             | Phone (864)          |
|                             | Fax (864)            |
|                             |                      |
|                             |                      |

## LEASE AGREEMENT

### STATE OF SOUTH CAROLINA

### COUNTY OF GREENVILLE

This Agreement of Lease, made and entered into this day of, by, and between **Equinox, LLC AND/OR Assigns**, Lessor (hereinafter for convenience called Landlord), and

**Kathy Owens and Courtney W. Epps**

Lessee, (hereinafter for convenience called Tenant(s) and/or Co-signer).

It is expressly understood that this agreement is between the Landlord and each signatory individually and severally. In the event of default by one signatory, each and every remaining signatory shall be responsible for timely payment of rent and other provisions of their agreement. Only persons designated on the lease application shall occupy premises.

Approved Occupants:

#### WITNESSETH:

1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
2. **DESCRIPTION AND TERMS:** Landlord, in consideration of the rent received herein to be paid by said Tenant(s) and of other covenants, agreements, and conditions hereinafter contained to be kept, performed and observed by said Tenant, does hereby let and lease unto said Tenant the premises known as:

**618 Garden Rose Ct Greer, SC 29651**

To be used and occupied by said Tenant as a residence, and for no other purpose, for the term:

Beginning      **February 1<sup>st</sup>, 2016**

Ending          **January 31<sup>st</sup>, 2017**

If lease for a portion of a month at beginning or end of lease, lease is prorated for the number of days from lease signing to end of month and from beginning of month to termination.

3. **RENT:** Tenant, in consideration of the use of the premises and of the covenants and agreements made herein by



the Landlord, leases said premises and does hereby promise to pay Equinox, LLC or authorized agent of Landlord, as a rental, the monthly rent of: **\$2200** in lawful money of the United States payable as follows: Rent is due in advance ON THE FIRST DAY OF EACH MONTH ("Rental Due Date"). A late charge of \$50 will be charged after the 5th day following. On the 10th day following, an additional \$50 late fee will be charged on any rent that has not been paid. Rent shall be paid at the office of Equinox, LLC at the address given above or at a different address as may be provided. The burden of proof of payment shall be upon the Tenant. The Tenant shall have the responsibility of delivering the payment in a timely fashion. It shall be no excuse that a payment is lost or delayed in the mail or otherwise delayed without fault by the tenant, and in any such situation the late fee shall apply. Upon the failure by the Tenant to make any payment or rent when it is due, or if the Tenant should breach any other covenant(s), agreement(s), or condition(s) herein contained, the Landlord shall have the right to begin legal eviction proceedings through the Magistrate Court and to take appropriate legal steps to collect all sums due from Tenant(s). Any rent or late fees that remain unpaid shall accrue interest at the rate of 1.5% of the unpaid balance on the 1<sup>st</sup> day of the month as Additional Rent.

**This constitutes Notice pursuant to South Carolina Code of Laws (Section 2740-7106) and tenant acknowledges receipt of Notice. No other Notice will be given.** Should rent not be received by the 5th day following the Rental Due Date, eviction papers may be filed. Tenant shall be liable to said Landlord for all losses sustained, costs and expenses incurred, including but not limited to legal fees and a 35% collection fee, resulting from Tenant's breach of this agreement and legal actions instituted as a result thereof. Landlord shall also have all other legal rights and remedies otherwise available to it. If rent is unpaid when due and Tenant fails to pay rent within fifteen days from the date due, the Landlord, in addition to and not in place of other remedies, may terminate this rental agreement.

4. **DEPOSITS:** The burden of proof of payment of any deposits shall be upon the Tenant(s).

Security Deposit Received: **\$2200** Date:

Final Month's Rent **\$NA** Date:

Mail Box Deposit Received: **\$NA** Date:

The security deposit collected from the Tenant shall be refunded to the Tenant within 30 days after the premises have been vacated, providing upon inspection the premises are found to be in good condition as they were at the beginning of the lease, normal wear and tear excepted, and provided the covenants, agreements and conditions on the part of the Tenant have been complied with entirely. The security deposit is not any part of the rent herein reserved, and consequently cannot be deducted from the rent due in any month.

5. **PETS.** Pets are not permitted except when special written permission is granted by Landlord following payment of Pet Fee by Tenant, and execution of pet agreement by Tenant(s) and any Co-signor. Should pet(s) be present at premise without the written consent of the Landlord, Tenant shall be in breach of contract and Landlord may terminate the lease. The standard required pet fee is \$250.00 per pet. In addition to Pet Fee, Tenant(s) and Co-signer(s) will be responsible for any pet damages to any part of the premises. **An Addendum to Residential Lease for Pets if applicable is attached.**

Pet fee will be used to treat premises by a professional exterminator and for additional deep cleaning after tenant has vacated.

Pet fee received: **\$NA** Date

6. **KEYS.** Tenant is fully responsible for the property until all keys and garage door openers if any have been returned to the office of Landlord or Landlord's agent after vacating. Security Deposit will be charged a minimum of \$100.00 if all keys are not returned. Rent accrues until all keys are received at the office of Property Management or Landlord.

Date Keys Issued: 2/11/16 Date Mailbox Keys Issued: \_\_\_\_\_

7. **CONDITION OF PREMISES:** Tenant accepts premises and appliances in their present condition. Failure to return a written report of pre-existing conditions precludes the Tenant from claiming any defect existed in the premises upon the Tenant's initial occupancy.

8. **IT IS EXPECTED THAT THE TENANT WILL PRACTICE GOOD HOUSEKEEPING.** Tenant agrees

*[Handwritten signature]*  
Tenant

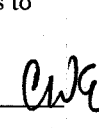
to maintain the premises in good, clean condition, excepting reasonable wear and tear, and to make no alterations or additions thereon without the written consent of Landlord. It is expressly understood that the Tenant will maintain, at the Tenant's expense, the following items:

- a) To keep sinks, lavatories, and commodes draining and operating properly. (Notice: any malfunction must be reported within 5 days of occupancy.) Landlord bears expense to remove roots from sewer lines. Tenant must repair at Tenant's expense stoppage or leakage for any other reason.
- b) To replace all broken glass (window, door, shower door, etc.)
- c) To repair any damage caused by Tenant(s) or Tenant's guests to interior or exterior walls, electrical or plumbing fixtures, screens, doors, wood floors, carpet, vinyl, and other furnishings.
- d) To mow and maintain the lawn and trim the shrubs and plantings, to weed flower beds, to remove leaves and debris, etc.
- e) To pay for all utilities used while occupying said premises. Allowing power to be turned off constitutes a default of the Lease.
- f) To keep all grounds free from unsightly objects and debris.
- g) To repay Landlord for any service to the heating system caused by Tenant's misuse or inadequate supply of fuel. To change heating and air conditioning filter monthly.
- h) To maintain and check smoke detectors monthly. Smoke detectors have been checked prior to move-in and are in working condition. If smoke detector battery fails, it is Tenant's responsibility to replace battery.
- i) To repay Landlord for the cost of all repairs made necessary by negligent or careless use of said premises.
- j) To be responsible for pest control (except termite protection of structure).
- k) The leased premises and the fixtures contained therein, shall be deemed to be clean and acceptable, and in good repair and operable, unless otherwise reported in writing to Landlord within 48 hours (except for the plumbing acceptance period in Paragraph a)) of the commencement of the rental term.
- l) To be responsible for service charge if no repair is necessary from tenant reported problem.
- m) To allow no untagged vehicles to be stored in public view.
- n) To have carpets if present cleaned once per year and on termination of the Lease by a professional carpet cleaning service and provide Landlord with paid receipt.

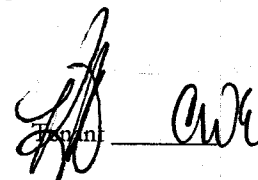
The tenant agrees to promptly report to Landlord any repairs which need to be made to the property. NO TENANT INCURRED EXPENSES SHALL BE DEDUCTED FROM THE MONTHLY RENT UNDER ANY CIRCUMSTANCES WHATSOEVER. Neither Landlord nor Agent accepts responsibility for injury or damages resulting from unreported deficiencies.

#### 9. RULES AND REGULATIONS:

- a) Tenant understands and agrees that any actions, such as hanging pictures or other items from walls or woodwork, or modifications of any type made to the premises are done at the Tenant's risk and expense. Any modification made by tenant may be required to be removed at Tenant's expense. If, in the opinion of Landlord or Landlord's agent, the premises have sustained any damage beyond the reasonable wear and tear, then Tenant shall bear the costs and expenses to correct or repair the damage. Tenant may request written permission for a proposed course of action or modification from Landlord or Landlord's agent.
- b) Posters stuck to walls with tape and thumb tacks; large nails driven into walls; anchor, toggle, or molly bolts installed in walls; adhesive backed mirrors and picture hangers; decals and transfers; wallpaper borders added to walls; interior painted surfaces by tenant shall be considered damage. If Tenant installs items such as window blinds, mirrors, coat hangers, towel racks, can openers, door chains, deadbolts, or any other items attached to walls, cabinets, or the structure, then these MUST remain when the premises are vacated.
- c) Picture hangers are to be left on the walls when the premises are vacated. Indiscriminate hanging of decorative items will be treated as damages.
- d) Tenant agrees to refrain from any act that creates a nuisance (such as excessive noise), or that is a violation of any law. Tenant is also responsible for all acts of their pets and visitors. Tenants and their guest(s) will be expected to consider the peace and quiet of their neighbors at all times. Failure to comply will be cause for termination of the Lease.
- e) Tenant agrees to abide by any Homeowners Association Rules and Regulations if applicable.
- f) Lock-out: if Tenant locks him or herself out, it is the Tenant's responsibility to secure a locksmith for re-entry. Any damage to property from re-entry will be Tenant's responsibility to repair.
- g) Emergency Calls: contact Landlord or Agent's answering service when there is an emergency. Flowing water that cannot be stopped and no heat are considered emergencies. No air conditioning is not an emergency. In case of fire, call 911 first then move to a safe location before contacting Landlord or Agent.
- h) The Common Area Facilities, if any, such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations. The Tenant agrees to

- observe faithfully all rules and regulations that now or may hereafter be adopted for the use of the premises.
- i) Landlord agrees to allow tenant the use of any existing electronic equipment during the term of the Lease. Lessor makes no claim of warranty as to the condition or serviceability of the electronic systems. Lessee agrees that Lessor's offer of the use of these systems is not an inducement of additional rent and agrees that no reduction in rent is due should the telephone or security systems be removed or prove to be unsuitable for use for any reason.
10. **RIGHT OF RE-ENTRY:** Upon notification, Tenant(s) agree(s) to permit Landlord or Landlord's Agents to enter premises at reasonable hours for the purpose of making inspections and repairs.
11. **CLEANING AND VACATING:** Upon vacating the premises the Tenant promises:
- To pay all rent and other accrued charges in full. Deposit monies do not apply to rent and in no way are to be construed as the final month's rent.
  - To thoroughly clean the residence. Kitchen: thoroughly clean all appliances inside and out including range hood and dishwasher door; wipe inside cabinets, drawers, and counter tops; sweep and mop floor. Leave refrigerator door open and turn off power or unplug. Bath: clean all fixtures; remove all toiletry items; sweep and mop floors; clean mirrors and faucets; wipe inside cabinets and drawers. Vacuum all floors and carpets — if heavily soiled, have professionally cleaned. If in Landlord's opinion, carpets are heavily soiled, they will be professionally cleaned at tenant's expense. Wipe all baseboards and windowsills. Sweep: garage, porches, and walkways. Remove: all trash from premises. If above items are not met satisfactorily, the minimum cleaning fee will be \$150 or more depending upon the severity of the condition of the property and will be deducted from the security deposit.
  - To lock and fasten all doors and windows and return all keys and garage door openers for the premises to the office of Landlord or Agent.
  - To mow the grass and fulfill all other responsibilities contained in the lease.
  - Failure of Tenant to give 30 Day written notice to vacate automatically forfeits ALL Security Deposits as a cancellation fee.
12. **SHOWING PREMISES:** Tenant agrees to allow Landlord or Landlord's agent to show the premises to prospective tenants and/or purchasers during the last 30 days of the Tenant's occupancy of the premises as necessary and at other times during the term of the lease with 12 hour notice.
13. **NON-LIABILITY OF LANDLORD:** The Tenant covenants that neither the Landlord nor his agent shall be liable for any damages or injury of the Tenant, the Tenant's guests, agents, employees or any person entering the premises or building of which the demised premises are a part, or to goods or equipment therein resulting from any defect in the structure or its equipment, or in the structure or equipment of the structure of which the demised premises are apart, and, further to indemnify, defend, and hold the Landlord harmless from all claims of every kind and nature. It is recommended that the Tenant secure renters insurance against personal liability injury and loss of personal belongings.
14. **ABANDONMENT.** The unexplained absence of a Tenant from premises for a period of 15 days after default in the payment of rent or termination of utilities shall be constructed as abandonment of the premises. When premises has been abandoned, or the rental agreement has come to an end and the Tenant has removed a substantial portion of his property or terminated his utilities, the Landlord may enter the premises, using forcible entry if required, and dispose of remaining property. All property not covered by this section will be handled under the provisions of Code of Laws of South Carolina for 1976, Sections 27-37-10 to 27-37-150. If Tenant abandons the unit, he shall be liable for the rent for the remaining term of this agreement pursuant to and subject to Section 35(b) of the South Carolina Residential Landlord and Tenant Act.
15. **LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached.
16. **MEGAN'S LAW:** The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.
17. **MISCELLANEOUS:**



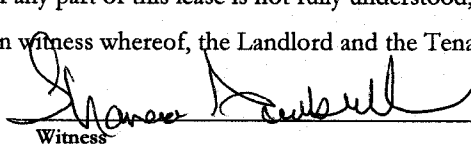
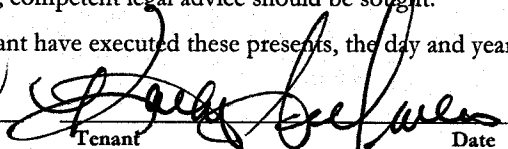
**Appliances: Stove, Dishwasher, Microwave**

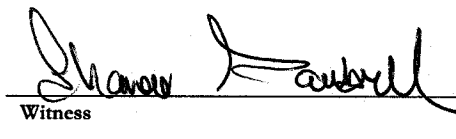
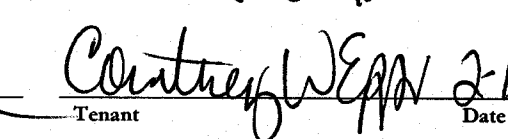
At lease execution, the LESSEE will be given a MOVE-IN Inspection Form. This form must be completed and returned to the office within 7 days of the lease execution date. Should this form not be returned within the allotted time (or not returned at all), Lessee takes possession of the property "AS IS" and all that this implies. Failure to return the MOVE-IN Inspection Form will result in any damages found at time of move-out to be charged to the LESSEE, regardless if they were preexisting to tenant moving in.

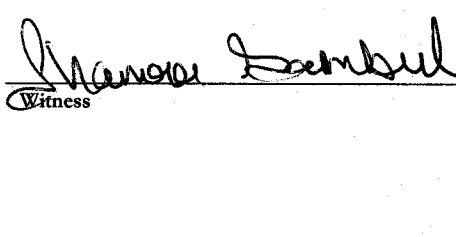
This lease shall be binding upon the parties, their heirs, and their representatives.

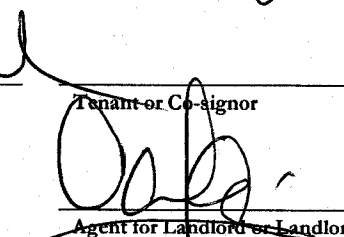
If any part of this lease is not fully understood, competent legal advice should be sought.

In witness whereof, the Landlord and the Tenant have executed these presents, the day and year first above written.

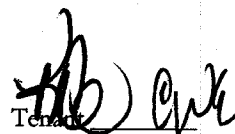


  
 Witness                      Tenant                      Date



  
 Witness                      Tenant                      Date


  
 Witness


  
 Tenant or Co-signor                      Date


  
 Agent for Landlord or Landlord                      Date


  
 Tenant

# RESIDENTIAL RENTAL APPLICATION

ELECTRONICALLY FILED - 2019 Aug 23 10:14 AM - SPARTANBURG - COMMON PLEAS - CASE#2017CP42D4476

|                                              |                                |                                   |                                |
|----------------------------------------------|--------------------------------|-----------------------------------|--------------------------------|
| PROPERTY APPLYING FOR<br><b>6 Phaeton Ct</b> | REFERRED BY<br><b>Drive-By</b> | MOVE-IN DATE<br><b>02/01/2015</b> | MONTHLY RENT<br><b>1750.00</b> |
|----------------------------------------------|--------------------------------|-----------------------------------|--------------------------------|

## Applicant Information

|                                            |                                    |                                              |                       |
|--------------------------------------------|------------------------------------|----------------------------------------------|-----------------------|
| FIRST NAME<br><b>Kathy</b>                 | MIDDLE NAME                        | LAST NAME<br><b>Owens</b>                    | JR./SR./III           |
| SOCIAL SECURITY NUMBER<br><b>567027070</b> | DATE OF BIRTH<br><b>04/30/1957</b> | DRIVER'S LICENSE #<br><b>007975168</b>       | STATE<br><b>SC</b>    |
| CELL PHONE<br><b>803-718-7700</b>          | HOME PHONE                         | EMAIL ADDRESS<br><b>kathy.owens@live.com</b> | MAIDEN OR FORMER NAME |

## Co-Applicant Information

|                                            |                                    |                                                 |                                        |
|--------------------------------------------|------------------------------------|-------------------------------------------------|----------------------------------------|
| FIRST NAME<br><b>Courtney</b>              | MIDDLE NAME<br><b>W</b>            | LAST NAME<br><b>Epps</b>                        | JR./SR./III                            |
| SOCIAL SECURITY NUMBER<br><b>249510030</b> | DATE OF BIRTH<br><b>01/31/1982</b> | DRIVER'S LICENSE #<br><b>007975168</b>          | STATE<br><b>SC</b>                     |
| CELL PHONE<br><b>843-450-8123</b>          | HOME PHONE                         | EMAIL ADDRESS<br><b>courtneywepps@yahoo.com</b> | MAIDEN OR FORMER NAME?<br><b>Hucks</b> |

## Residency History

|                                                     |                    |                     |                                                                |                                     |
|-----------------------------------------------------|--------------------|---------------------|----------------------------------------------------------------|-------------------------------------|
| CURRENT ADDRESS<br><b>9440 9440 Old Newberry Rd</b> |                    |                     | MOVE IN DATE:<br><b>01/01/2003</b>                             | LEASE EXPIRES:<br><b>02/01/2015</b> |
| CITY<br><b>Winnsboro</b>                            | STATE<br><b>SC</b> | ZIP<br><b>29180</b> | RENT OR OWN?<br><b>OWN</b>                                     | MONTHLY PAYMENT?<br><b>0</b>        |
| LANDLORD NAME                                       | CONTACT PERSON     | CONTACT PHONE       | REASON FOR LEAVING?<br><b>need home in Greenville for work</b> |                                     |
| PREVIOUS ADDRESS                                    |                    |                     | MOVE IN DATE:                                                  | MOVE OUT DATE:                      |
| CITY                                                | STATE              | ZIP                 | RENT OR OWN?                                                   | MONTHLY PAYMENT?                    |
| LANDLORD NAME                                       | CONTACT PERSON     | CONTACT PHONE       | REASON FOR LEAVING?                                            |                                     |

## Other Occupants

| (LIST NAMES OF ALL PERSONS UNDER 18 WHO WILL OCCUPY THE UNIT. ALL APPLICANTS 18 OR OVER MUST COMPLETE A SEPARATE APPLICATION.) |                           |                                    |                                             |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------|---------------------------------------------|
| FIRST NAME<br><b>Alexis</b>                                                                                                    | LAST NAME<br><b>Hucks</b> | DATE OF BIRTH<br><b>04/25/2002</b> | RELATIONSHIP<br><b>daughter to Courtney</b> |
| FIRST NAME<br><b>Adrienne</b>                                                                                                  | LAST NAME<br><b>Hucks</b> | DATE OF BIRTH<br><b>04/02/2003</b> | RELATIONSHIP<br><b>daughter to Courtney</b> |
| FIRST NAME<br><b>Wells</b>                                                                                                     | LAST NAME<br><b>Hucks</b> | DATE OF BIRTH<br><b>04/05/2005</b> | RELATIONSHIP<br><b>son to Courtney</b>      |
| FIRST NAME<br><b>Lilli</b>                                                                                                     | LAST NAME<br><b>Epps</b>  | DATE OF BIRTH<br><b>11/09/2012</b> | RELATIONSHIP<br><b>daughter to Courtney</b> |

## Pets

|                                    |                                      |       |
|------------------------------------|--------------------------------------|-------|
| DO YOU HAVE ANY PETS?<br><b>No</b> | ARE ALL PETS CURRENT W/VACCINATIONS? |       |
| TYPE                               | WEIGHT LBS.                          | BREED |
| TYPE                               | WEIGHT LBS.                          | BREED |

## Emergency Contacts

|                       |              |         |       |
|-----------------------|--------------|---------|-------|
| NAME OF FAMILY MEMBER | RELATIONSHIP | PHONE # | EMAIL |
| ADDRESS               | CITY         | STATE   | ZIP   |
| NAME OF FAMILY MEMBER | RELATIONSHIP | PHONE # | EMAIL |
| ADDRESS               | CITY         | STATE   | ZIP   |

## Employment Information

|                                                                    |                                 |                                |                                   |                                  |
|--------------------------------------------------------------------|---------------------------------|--------------------------------|-----------------------------------|----------------------------------|
| APPLICANT'S EMPLOYER<br><b>WH Owens &amp; Owens Transportation</b> | START DATE<br><b>08/01/2002</b> | MONTHLY INCOME<br><b>15000</b> | PHONE NUMBER<br><b>8037187700</b> | POSITION<br><b>owner</b>         |
| EMPLOYER ADDRESS                                                   | CITY<br><b>Winnsboro</b>        | STATE<br><b>SC</b>             | ZIP CODE                          | SUPERVISOR<br><b>Kathy Owens</b> |
| CO-APPLICANT'S EMPLOYER                                            | START DATE                      | MONTHLY INCOME                 | PHONE NUMBER                      | POSITION                         |
| EMPLOYER ADDRESS                                                   | CITY                            | STATE                          | ZIP CODE                          | SUPERVISOR                       |



| AMOUNT  | SOURCE         | CONTACT PHONE |
|---------|----------------|---------------|
| 75      | Child Support  | 843-450-8123  |
| \$ 3333 | Phil Levin CPA | 864-276-5341  |
| \$ 1250 | World Ventures | 972-805-5100  |
| \$      |                |               |

**Automobile**

|                    |              |               |                   |
|--------------------|--------------|---------------|-------------------|
| VEHICLE 1          | YEAR<br>2014 | MAKE<br>Chevy | MODEL<br>Suburban |
| COLOR<br>Champagne | LICENSE TAG  | STATE         | COUNTY            |
| VEHICLE 2          | YEAR<br>2015 | MAKE<br>BMW   | MODEL<br>528i     |
| COLOR<br>White     | LICENSE TAG  | STATE         | COUNTY            |

**Mandatory Screening Questions**

|                                                                                                     |
|-----------------------------------------------------------------------------------------------------|
| HAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OF A FELONY OR MAJOR MISDEMEANOR?                    |
| <b>No</b>                                                                                           |
| HAVE ANY OF THE APPLICANTS EVER BEEN EVICTED FOR NON-PAYMENT OF RENT?                               |
| <b>No</b>                                                                                           |
| HAVE ANY OF THE APPLICANTS EVER FILED BANKRUPTCY, OR CURRENTLY IN THE PROCESS OF FILING BANKRUPTCY? |
| <b>No</b>                                                                                           |
| PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT MAY BE HELPFUL WHEN EVALUATING YOUR APPLICATION      |

EACH APPLICANT MUST ATTACH A COPY OF THEIR DRIVER'S LICENSE OR STATE ISSUED IDENTIFICATION TO THIS APPLICATION. IN ORDER FOR IT TO BE PROCESSED.

COPY OF PHOTO ID

COPY OF PAYSTUB(S)

**AUTHORIZATION TO RELEASE CONSUMER INFORMATION**

Each person eighteen (18) years of age or older must complete and sign an application. If a co-signer is necessary, the co-signer must also complete and sign an application, or guarantor form. Non-refundable processing fee (per applicant) will be collected with this application, in order to process the consumer reports on each applicant. Holding Deposits are accepted, in some cases, and are applied to the security deposit when approved applicant signs a lease. If the applicant is not approved, the "deposit" is refunded. The "deposit" is nonrefundable if the applicant is approved and chooses not to rent the property. Please completely fill in your application. If you do not, we will not be able to process the application successfully. Tenancy will be denied if any information is misrepresented on this application. If misrepresentations are found after the rental agreement is signed, your rental agreement will be terminated immediately, and you will be asked to leave the property. We verify your current and past employment, your current and past rental and eviction history, run a full credit report, and review all criminal records within the last 20 years on a nationwide scale. All applicants are processed without regard to race, color, religion, sex, handicap, familiar status or national origin. This is to advise that I, the undersigned, hereby authorize Resident Research, LLC, acting as the landlord's designated screening organization for the above-referenced rental property, to obtain a consumer credit report from any or all 3 credit bureaus, conduct a nationwide criminal records search, a nationwide eviction search, residence verification(s), and employment verification(s) to determine eligibility for tenancy and assessing credit worthiness. I certify that all statements I have made on this document are true, correct and complete. I authorize a verification of all statements made by me, including but may not be limited to credit history, criminal background, eviction history, current & former landlords, as well as current and former employers. I release from all liability or responsibility all persons, companies and corporations conducting such verifications, or supplying information for such verifications. I understand that typing my name in the Electronic Signature of Rental Application section below, and my Social Security Number in the same section below, and clicking on the "Submit" submission link below, constitutes my electronic signature, dated as of when I click on the "Submit" button, and that by doing so:

**Applicant's Authorization**

|                     |                                                                                                          |               |                      |
|---------------------|----------------------------------------------------------------------------------------------------------|---------------|----------------------|
| <b>YES, I AGREE</b> | I AUTHORIZE ALPHA PROPERTY MANAGEMENT &/OR IT'S AGENT(S) TO CONDUCT THE BACKGROUND CHECK(S) LISTED ABOVE |               |                      |
| <b>YES, I AGREE</b> | I AM PROVIDING MY CONSENT TO USE ELECTRONIC MEANS TO SIGN THIS FORM                                      |               |                      |
| FULL NAME           |                                                                                                          | CONTACT PHONE | LAST 4 DIGITS OF SS# |
| Katherine Owens     |                                                                                                          | 803-718-7700  | 7070                 |

**Co-Applicant's Authorization**

|                     |                                                                                                          |               |                      |
|---------------------|----------------------------------------------------------------------------------------------------------|---------------|----------------------|
| <b>YES, I AGREE</b> | I AUTHORIZE ALPHA PROPERTY MANAGEMENT &/OR IT'S AGENT(S) TO CONDUCT THE BACKGROUND CHECK(S) LISTED ABOVE |               |                      |
| <b>YES, I AGREE</b> | I AM PROVIDING MY CONSENT TO USE ELECTRONIC MEANS TO SIGN THIS FORM                                      |               |                      |
| FULL NAME           |                                                                                                          | CONTACT PHONE | LAST 4 DIGITS OF SS# |
| Courtney W Epps     |                                                                                                          | 843-450-8123  | 0030                 |

# Exhibit B

## LEASE EXTENSION AND MODIFICATION AGREEMENT

THIS EXTENSION AND MODIFICATION AGREEMENT is to be attached to and form a part of the lease (which together with any amendments, modifications, and extensions thereof is hereinafter called the "Lease") made 1 February 2016 between **Equinox, LLC** as Lessor and **Kathy Owens and Courtney W. Epps** as Lessee covering the premises known as

618 Garden Rose Court  
Greer, SC 29651

Lessor and Lessee have agreed that the Lease shall continue based upon the terms, conditions, covenants, and agreements contained in the original lease (referenced above), with the modifications noted below:

1. The term of the Lease shall be extended by one year to run 1 October 2017 to 30 September 2018.
2. "Brandon Epps" is added as Additional Lessee.
3. "Kathy Owens" is removed from list of Lessees.
4. "Courtney Epps, Brandon Epps and minor children" are explicitly entered in the Lease as Approved Occupants.
5. Rent for the premises shall be \$2440.00 per month for the term.
6. Application of late charges as given in Paragraph 3 of the Lease is modified as follows:

Delete the sentence:

A late charge of \$50 will be charged after the 5th day following. On the 10th day following, an additional \$50 late fee will be charged on any rent that has not been paid.

And substitute the following sentence:

A late charge of 5% of rent due will be charged after the 5th day of the month. On the 10th day of the month, an additional 5% late fee will be charged on any rent that has not been paid.



The parties hereto have signed and sealed this Extension Agreement on the dates indicated below

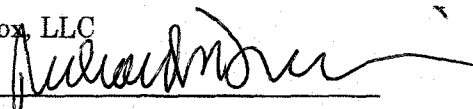
WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

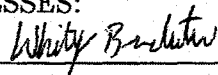
Equinox, LLC

By:

  
Richard Dreskin, Managing Member

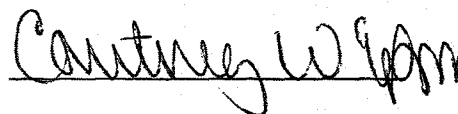
Date:

WITNESSES:

  
\_\_\_\_\_

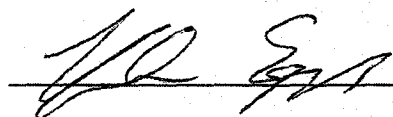
LESSEE:

Courtney W. Epps

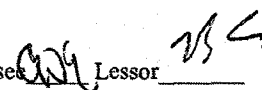
  
\_\_\_\_\_

Date:

Brandon Epps

  
\_\_\_\_\_

Date:



# Exhibit C



8910 Two Notch Road, Suite 400  
Post Office Box 24109, Columbia, SC 29224

Telephone (800) 506-4055  
Facsimile (803) 779-4822  
Email sedocs@merrittwebb.com

October 18, 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.

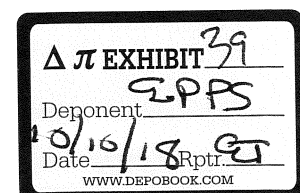
Mr. and Mrs. Epps has met all conditions precedent under the South Carolina Residential Landlord and Tenant Act (South Carolina Code Section 27-40-10, et. seq.), including the required notices to you.

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 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

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-1035-



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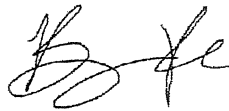
than seeking only the amount of money stated above, Mr. and Mrs. Epps will seek to recover the full measure of their damages, expenses, and attorney's fees as allowed by law.

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

MERRITT, WEBB, WILSON & CARUSO, PLLC

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# Exhibit D



AdvantaClean of the Upstate  
162A Kerns Avenue  
Greenville, SC 29609

11/27/2017

Rick Dreskin  
618 Garden Rose Court  
Greer, SC 29651

Summary: AdvantaClean was called to assess the contamination of the contents of the home. We had been called by the tenant three days prior and I explained that to the home owner's representative. The only way to test for contamination is to do a tape lift surface test. The test area is 1 inch by 1 inch. The specific locations and surfaces tested have to be chosen by the tester. The sample is then examined by Southeast Environmental Microbiology Laboratories of Greenville, SC and a report provided. I returned to the house on Tuesday November 22<sup>nd</sup> to do more testing at the home owner's request.

Site Assessment: I was on site on Wednesday afternoon 15<sup>th</sup> November 2017. I performed a walk through of the property to determine where to take the tests. 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 possible indication of a mold issue was upon opening the door to the basement a musty odor was apparent. This smell is often mold spore concentrations in the air. On my second visit on the 22<sup>nd</sup> there was no longer a smell anywhere in the house.

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.

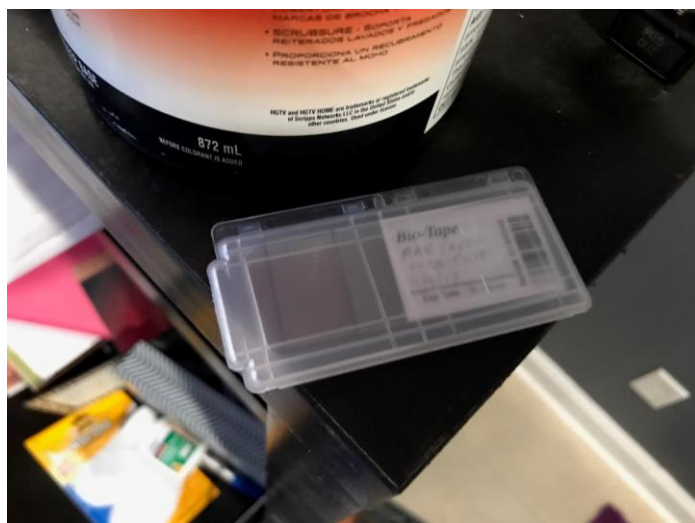
I have already explained and quoted the content decontamination process to the tenant as that was what he requested.

Results: Of the seven surface tests I completed only one was found to have a active fungal growth and that was the one taken of the subfloor under the bathroom wood flooring. Of the six other tests only two showed the presence of mold spores. Those two were only scattered spores of the varieties pythomyces and Cladosporium. Scattered means only a very small number were present (1-20 spore). The range is very low (VL) 21-100, low (L) 101-1000, medium (M) 1001-10000, and high (H) >10,000. Of those two test one was in the kitchen and one in the second floor bedroom. Nothing tested positive for fungal growth or spores in the basement area.

I also did three air test. One in the basement, one in the living room, and one outside. The outside test is done as a comparison test to determine the effects of air exchange on indoor air quality. The results were not alarming. The total spore count was not high. The air test in the basement indicate the air quality is within normal range for mold. The air test in the 1<sup>st</sup> floor living room was normal except for Cladosporium, which was twice the outside count and elevated enough to recommend addressing but not nearly as high as the previous tests done be Air and Mold Live. I suspect that the multiple weeks of the HVAC running and outside air exchange has caused much of the initial contamination to be filtered and vented out. This is not always the case however with no significant mold spores showing up in the surface tests and the air test being so much better that is my suspicion.



The first test was done on a horizontal surface of the couch in the upstairs living room. This was chosen because it was a centrally located flat surface content belonging to the tenant.



The second test was done on the top of a dresser that was in the down stairs living area "man cave". This site was selected because it was a horizontal surface in the room that was suspected to have the highest contamination. The test results showed no active mold growth and no spores at the test site.





Back corner of the kitchen counter top



Couch in the basement living area (man cave).



Under the flooring in the 1<sup>st</sup> floor bathroom.



Steps on the bunk bed unit in 2<sup>nd</sup> floor bedroom.



**Conclusion: All test results have been provided to the homeowner in a separate document. I am surprised that no mold spores were found on the contents surface test after having reviewed the initial testing done by Mold and Air. The time between tests may have allowed for some dilution of the spores due to HVAC conditioning the space. My tests indicate no contamination of the belongings that would warrant decontamination. Though the tenant's sensitivity and prior exposure is going to affect their reaction to any level of contamination and may drive them to proceed with decontamination. I have provided a quote to the tenant for content cleaning and will be providing a quote to the home owner's representative for remediation of the structure.**

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. This will kill any mold and mold spores in the structure, including 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.

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

AFFIDAVIT OF MICHAEL HUDGENS

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT  
C.A. No. 2017-CP-42-04476

EQUINOX, LLC,

Plaintiff,

vs.

BRANDON EPPS & COURTNEY EPPS,

Defendants,

**AFFIDAVIT OF MICHAEL HUDGENS**

\_\_\_\_\_  
OUTSIDE THE BOX BUSINESS  
SOLUTIONS, LLC, and 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,

Third-Party Plaintiffs,

vs.

EQUINOX, LLC,

Third-Party Defendant.

MICHAEL HUDGENS, being duly sworn, deposes and says:

I, Michael Hudgens, have lived with my wife Gretta in Bent Creek since June 2007. We have seen firsthand that there were problems with 618 Garden Rose Court since the house was built. The builder that started the house never finished it, built the house seven (7) inches off of the foundation causing there to be major issues with flooding in the house. This means that there is a gap from the house to the foundation by seven (7) inches allowing massive amounts of water to come through the house. All of the flooring has been replaced two (2) different times to my knowledge, and the house had issues prior to Richard Dreskin owning the home. Since Richard Dreskin has owned the house, there have been multiple companies that have come to the house to make repairs. The tenants, prior to the Epps moving into the house, have discussed with me the mold issues relating to the house. I

have seen first hand the prior owner and builder of the home trying to fix the foundation. I have witnessed the floors buckling up on the main floor. The main floor did flood at one point prior to the Epps Moving in, but I am unsure as to why. After the prior owner and builder finished the house, I witnessed him continuously working on trying to fix the foundation even a year later. I do remember Richard Dreskin working on the outside structure of the house. Richard Dreskin has known that there were problems with flooding at that residence.

This \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Michael Hudgens

Spartanburg County, South Carolina

Sworn to and subscribed before me this day by \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_

(Official Seal)

My commission expires: \_\_\_\_\_

AFFIDAVIT OF RICHARD B. DRESKIN

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 26<sup>th</sup>DAY OF October, 20 17

[Signature]  
 NOTARY PUBLIC FOR  
 SOUTH CAROLINA

MY COMMISSION EXPIRES: 5/17/2026

[Signature]  
 Richard B. Dreskin, Managing member, Equinox, LLC

HELEN BOURDIER  
 NOTARY PUBLIC  
 SOUTH CAROLINA  
 MY COMMISSION EXPIRES 5-17-2026

AFFIDAVIT OF BRENT C. HORTON

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT  
C.A. No. 2017-CP-42-04476

EQUINOX, LLC,  
Plaintiff,

vs.

BRANDON EPPS & COURTNEY EPPS,  
Defendants,

OUTSIDE THE BOX BUSINESS  
SOLUTIONS, LLC, and BRANDON  
EPPS AND COURTNEY EPPS, as  
Next of Friends of ALEXIS MARION  
HUCKS, SAWYER LANE EPPS,  
COPPER WADE EPPS, and LILI  
MADELYN EPPS,  
Third-Party Plaintiffs,

vs.

EQUINOX, LLC,  
Third-Party Defendant.

**AFFIDAVIT OF BRENT C. HORTON**

BRENT C. HORTON, being duly sworn, deposes and says:

1. I am an adult citizen and resident of Madison County, Tennessee, am competent to testify as to these matters, and make this affidavit on personal knowledge.
2. I am an Environmental Consultant, Certified Advanced IAQ Assessor, Certified Mold Inspector, Certified Indoor Air Quality, Qualified Sampling Technician, Certified Infrared Thermographer, and National Organization of Remediators and Mold Inspectors ("NORMI") Certified (Identification Number 02556).
3. I conducted an inspection of the home located at 618 Garden Rose Court, Greer, South Carolina 29651 on October 11, 2017. Specifically, I collected samples from the basement (referred to as the "Man Cave"), the basement storage area, and observed the

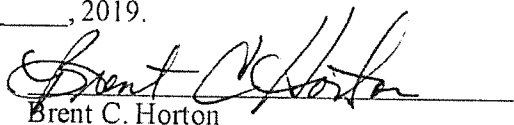


bathroom located above the Man Cave.

4. The laboratory results of samples taken during my October 11, 2017 inspection are reflected in the Surface/Bulk Report and Spore Trap Report generated by Southeast Environmental Microbiology Laboratories (SEEML Reference Number 171012049), attached hereto.
5. In the basement, I tested the mold spore count in the air using a Spore Trap, which indicates the types of mold spores present in the air and their relative concentrations.
6. The lab report analyzing the Spore Trap sample taken from the basement of the home indicated heavy mold. Specifically, the total spore count in the "Man Cave" was 93,900. A normal spore count is 2,000.
7. I conducted a second inspection of the home located at 618 Garden Rose Court, Greer, South Carolina 29651 on October 19, 2017. My report based on the October 19, 2017 inspection is dated October 23, 2017, and attached hereto.
8. I took samples, infrared photographs of the "Man Cave," and verified my findings with a Wagner Bi2200 moisture meter. The infrared photographs indicated multiple paths of moisture running across the ceiling of the "Man Cave." The moisture was not isolated to one location on the ceiling, but was present across multiple points on the ceiling, not all of which are connected.
9. The infrared photographs depicting the paths of moisture across the ceiling show the moisture in dark purple; notably, the spectrum of colors produced by the infrared camera spans from light yellow to dark purple, with dark purple being the most concentrated amount of moisture.
10. The infrared photographs showing the multiple paths of moisture across the ceiling make it fairly obvious that there was not a singular event (e.g. one overflowing toilet) that caused this problem.
11. The paths of moisture running across the ceiling exceeded 17% moisture. 17% moisture is the level at which mold begins to grow.
12. In addition to the various paths of moisture across the ceiling of the "Man Cave," there was obvious water damage repair to the area. The damage repair, coupled with the infrared photographs tended to show that the even after a repair there was still moisture present, or new moisture had accumulated.
13. I observed high moisture content in bathroom above the "Man Cave." Relatedly, the wood flooring was discolored and was "cupped," meaning the moisture in the floor itself caused the wood to swell and become deformed at the edges. I was unable to determine whether or not repair had been attempted in the bathroom given the confined nature of the room.

14. I collected additional samples from the home located at 618 Garden Rose Court, Greer, South Carolina 29651 on November 1, 2017.
15. The samples I collected from the basement during this inspection generally showed a lesser concentration of mold spores in the basement of the home. A decline in the moisture level over time can be attributed to the air conditioning system cycling air through the home, but this decline could occur within weeks or months.
16. Although there was a general decline in the concentration of mold spores throughout the home, swabs indicated that there was fungal growth in the basement, bathroom floor and sub-floor.
17. As a general matter, I cannot say with certainty when the moisture that necessitated my inspections began to accumulate. Mold spores can appear between twelve (12) and seventy-two (72) hours after the initial triggering water event. Repair to damaged sheetrock is one way of ascertaining how recently the initial triggering water event occurred: where sheetrock was replaced and again shows signs of water damage or mold growth, the source or cause of the original triggering water event has likely not been addressed.
18. A "Tape Lift Surface Test" (the same test performed by AdvantaClean) is a surface-level test that only tests the top-most layer of surface.
19. Based on the foregoing, it is my opinion that: (1) the water related damage at the home is the result of multiple leaks or intrusions, not the result of an overflowing toilet; (2) there have been multiple instances of water leaks or intrusion in the home; (3) the presence of mold in the home was the result of these multiple leaks or intrusions, and not the result of a single instance of a toilet overflowing.

This <sup>7th</sup> ~~10th~~ day of October, 2019.

  
Brent C. Horton

Madison County, Tennessee

Sworn to and subscribed before me this day by Brent C. Horton.

Date: 10-7-2019

(Official Seal)



My Commission Expires Jan. 30, 2022

Notary Public, Kelly Davis

My commission expires: 1-30-2022



NATIONAL ORGANIZATION OF  
REMIATIORS AND MOLD INSPECTORS

## Mold and Air Inspections - Certified by NORMI IAQ, CMI, QST, and FRAP

October 23, 2017

Reference: Courtney Epps  
618 Garden Rose Court  
Greer, SC 29651

Dear Ms. Epps;

Thank you for allowing Mold Inspection & Testing with Mold and Air Inspections to assess the indoor air quality and moisture issues that were found in your home located at 618 Garden Rose Court, Greer, SC 29651 on October 19, 2017.

During our inspection and assessment we found the following:

- High moisture content was found in the flooring material in the upstairs half bath.
- Discolored wood flooring from the toilet to wall to the right of the vanity.
- Flooring has cupped due to this high moisture. **Cupping** occurs when the edges of a board are higher than its center. Assuming the flooring has been properly installed, cupping can occur due to excessive moisture which causes the wood flooring to swell, crushing the boards together and deforming them at the edges. The board edges form a "cup" due to excessive MC in the flooring. The first step to remediation is to identify the moisture source: high indoor RH, a water spill, a leak from a dishwasher hose or a plumbing leak, for example. Once the cause of the moisture is identified and controlled, cupping can possibly be reversed. Wood flooring owners can use a wood moisture meter to identify MC changes on a regular basis before cupping occurs.
- Obvious water damage repair in the basement "man cave" area
- High moisture was found and verified with the use of the infrared camera and a Wagner Bi2200 moisture meter. See IR pictures attached.

Brent Horton, Environmental Consultant  
Certified Mold Inspector/Assessor  
Certified Indoor Air Quality  
Certified Level One IR Thermographer

Mold and Air Inspections  
864-266-2680

298 Ferndale Drive  
[MoldAndAir@LIVE.com](mailto:MoldAndAir@LIVE.com)



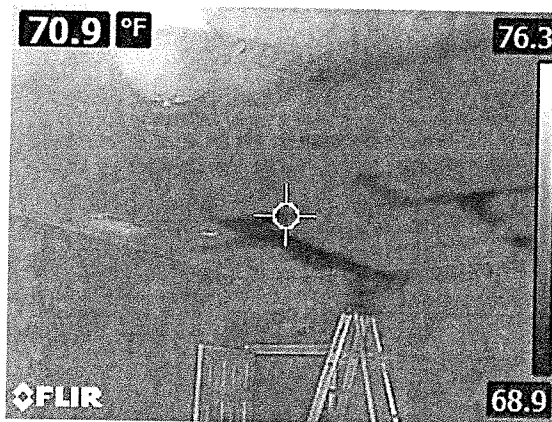
NATIONAL ORGANIZATION OF  
REMIATIORS AND MOLD INSPECTORS

Boiling Springs, SC 29316  
[WWW.MoldAndAir.com](http://WWW.MoldAndAir.com)

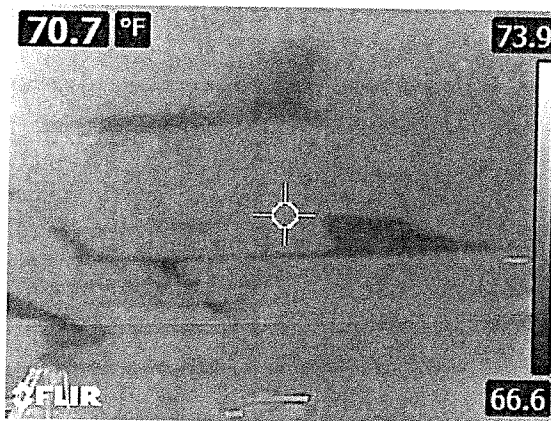


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Dark purple color is the path of the moisture. Exceeds 17% moisture. 17% moisture is the level of moisture mold begins to grow.



*thermal  
photos - see PDF*

Mold and Air Inspections  
864-266-2680

298 Ferndale Drive  
[MoldAndAir@LIVE.com](mailto:MoldAndAir@LIVE.com)



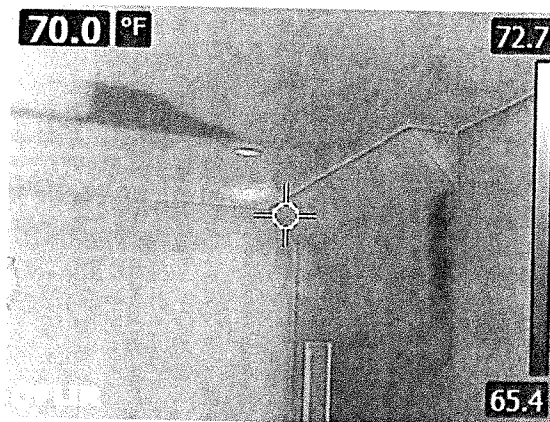
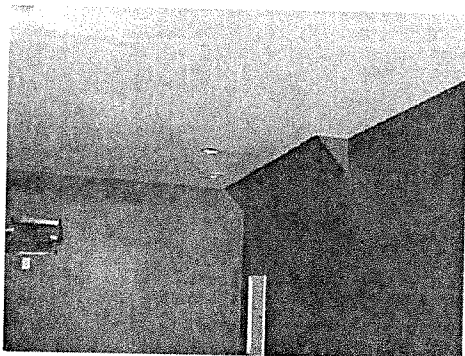
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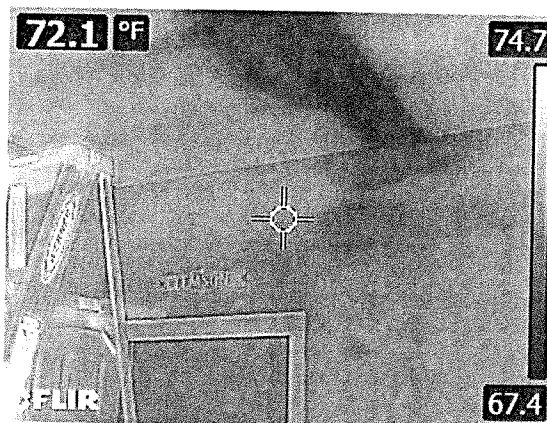


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Moist area near angled wall



Near storage room door shows the moisture to begin to run down the wall as well as the ceiling.

Mold and Air Inspections  
864-266-2680

298 Ferndale Drive  
[MoldAndAir@LIVE.com](mailto:MoldAndAir@LIVE.com)



Boiling Springs, SC 29316  
[WWW.MoldAndAir.com](http://WWW.MoldAndAir.com)



## Mold and Air Inspections - Certified by NORMI IAQ, CMI, QST, and FRAP

- Further investigation should be made by a qualified and licensed plumber in order for the water to be stopped. Master bath is above the man cave and storage area.
- Heavy mold was detected by the first mold test on October 11th, 2017 See lab report SEEMLRef #171012049
- Second test was performed on October 19th, 2017 does show a significant drop in mold spores after Mr. Epps had opened the home to the outside air between 10/11 and 10/19.
- Flooring of the main floor half bath indicates that there is a probable leak that has occurred and damaged the flooring. Recommend removal and moisture and/or mold removal by a professionals mold removal company.
- Ceiling in the basement area should be removed by a professional mold removal company to ensure mold is not contaminated to the HVAC system and spread through the system.

Brent Horton  
Mold and Air Inspections

NORMI Certified Mold Inspector  
NORMI Certified Indoor Air Quality  
Certified Level One Thermographer  
First Responders Awareness Program  
NORMI Qualified Sampling Technician

Mold and Air is a Certified Mold and Indoor air quality inspection company established 12 years ago as a third party independent company dedicated to inform and help property owners and concerned

Mold and Air Inspections  
864-266-2680

298 Ferndale Drive  
[MoldAndAir@LIVE.com](mailto:MoldAndAir@LIVE.com)



Boiling Springs, SC 29316  
[WWW.MoldAndAir.com](http://WWW.MoldAndAir.com)



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 <sup>3</sup> ) | 40            |                       |    | 40            |                       |    |  |  |  |
| Hyphal Fragments                         |               |                       |    | 2             | 80                    |    |  |  |  |
| Pollen                                   |               |                       |    |               |                       |    |  |  |  |
| Spore Trap Used                          | M5            |                       |    | M5            |                       |    |  |  |  |
|                                          | raw ct.       | spores/m <sup>3</sup> | %  | raw ct.       | spores/m <sup>3</sup> | %  |  |  |  |
| 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            |                       |    |  |  |  |
| <b>TOTAL SPORES/M<sup>3</sup></b>        | <b>2346</b>   | <b>93900</b>          |    | <b>4</b>      | <b>160</b>            |    |  |  |  |

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

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AIHA-LAP, LLC EMLAP # 173667



## Surface and Bulk Sample Report

|                                                            |                  |                                     |  |
|------------------------------------------------------------|------------------|-------------------------------------|--|
| 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 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

Respectfully submitted, SEEML

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AIHA-LAP, LLC EMLAP # 173667

Form 46.0 Rev 4 08/04/17  
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# 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 toxigenic. 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                                                                                 |
| Cylindrocarpum               | Trichothecene                                                                            |
| Diplodia                     | Diplodiatxin                                                                             |
| Fusarium                     | Trichothecene, zearalenone                                                               |
| Fusarium moniliforme         | Fumonisin                                                                                |
| Emericella nidulans          | Sterigmatocystin                                                                         |
| Gliocladium                  | Gliotoxin                                                                                |
| Memnoniella                  | Griseofulvin, dechlorogriseofulvin, epi-dechlorogriseofulvin, trichodermin, trichodermol |
| Myrothecium                  | Trichothecene                                                                            |
| Paecilomyces                 | Patulin, viriditoxin                                                                     |
| Penicillium aurantiocandidum | Penicillic acid                                                                          |
| Penicillium aurantiogriseum  | Penicillic acid                                                                          |
| Penicillium brasilianum      | 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.

AFFIDAVIT OF DR. BETTINA HERBERT

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT  
C.A. No. 2017-CP-42-04476

EQUINOX, LLC,

Plaintiff,

vs.

BRANDON EPPS & COURTNEY EPPS,

Defendants,

**AFFIDAVIT OF DR. BETTINA  
HERBERT**

OUTSIDE THE BOX BUSINESS  
SOLUTIONS, LLC, and BRANDON  
EPPS AND COURTNEY EPPS, as  
Next of Friends of ALEXIS MARION  
HUCKS, SAWYER LANE EPPS,  
COPPER WADE EPPS, and LILI  
MADELYN EPPS,

Third-Party Plaintiffs,

vs.

EQUINOX, LLC,

Third-Party Defendant.

DR. BETTINA HERBERT, being duly sworn, deposes and says:

1. I am an adult citizen and resident of Dorchester County, South Carolina, am competent to testify as to these matters, and make this affidavit on personal knowledge.
2. I am a licensed physician and have practiced in South Carolina for more than five (5) years.
3. I am an M.D., Fellow of the American Academy of Physical Medicine and Rehabilitation (F.A.A.P.M.R.), Fellow of the American Board of Integrative Medicine and IFM certified by the Institute for Functional Medicine (I.F.M.C.P.).

4. I have attached hereto my report in the above-referenced action.

This 14<sup>th</sup> day of October, 2019.

Bettina Herbert, M.D.  
Dr. Bettina Herbert

Dorchester County, South Carolina

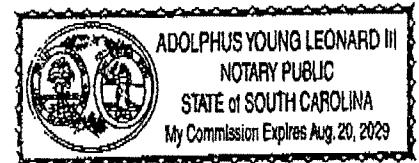
Sworn to and subscribed before me this day by 14<sup>th</sup>

Date: 14<sup>th</sup> Oct 2019

(Official Seal)

Notary Public, Adolphus Y. Leonard III

My commission expires: Aug. 20, 2029



Functional Medicine Associates, LLC  
Bettina Herbert, MD  
331 East Main Street, Ste 200  
Rock Hill SC 29730  
803-909-9348. FX 843-939-2627

Dear Ms. Epps:

This report is in response to your request that I outline the issues of your family's exposure to moisture, mold and particulates found in your former residence (a rental property located at 618 Garden Rose Court in Greer, South Carolina 29651), their effects on your health, the sequelae and published medical and environmental literature supporting the association between your symptoms and the documented effects of injuries due to said exposures.

I first evaluated you November 7, 2017, at the Center for Occupational and Environmental Medicine ("COEM") in North Charleston, South Carolina, for a comprehensive environmental medical examination for injuries resulting from extended exposure to moisture, mold and particulates in a water-damaged building. The initial health concerns were possible mold toxicity, nausea, decreased cognition manifesting as memory loss and word finding difficulties, widespread pain and worsening of both previous levels of headaches and the change in sinusitis from intermittent to chronic. This increased your frequency of sinus headaches.

Medically relevant information gathered from the patient's timeline and history, previous medical records, environmental reports and laboratory results as well as relevant environmental and medical research is included in this medical report. My conclusion, to a reasonable degree of medical certainty, is that exposure to moisture, mold and particulates at Ms. Epps' water-damaged rental property is the primary cause of her current medical problems, and any increased severity of existing medical problems and ongoing hypersensitivity to any water-damaged structure.

The opinions in this report are based upon a complete personal health and environmental history including:

- 1) Developmental history
- 2) Family history
- 3) Medical history
- 4) Personal and social history
- 5) Environmental history
- 6) Occupational history
- 7) Dietary history
- 8) Previous medical records
- 9) Laboratory studies (abnormal only)
- 10) Additional testing at COEM

- 11) Subsequent appointments and communication with Ms. Epps
- 12) My education, training and experience in the practice of Occupational and Environmental Medicine, 2011 to present: Fellow of the American Board of Physical Medicine and Rehabilitation; Fellow of the National Board of Physicians and Surgeons: Diplomate in Physical Medicine and Rehabilitation; Diplomate of the American Board of Integrative Medicine; Institute of Functional Medicine Certified Practitioner.

## **PERTINENT MEDICAL HISTORY**

### **COEM Initial History**

- 1) Born 1/31/1982 in Conway SC – tobacco smoke exposure until age 12. Sinus issues noted. No known water intrusion while patient lived there
- 2) Ear tubes placed due to allergies. Hearing and speaking then improved
- 3) Age 1 – House burned down. Lived temporarily in a trailer.
- 4) Allergy shots begin until age 9.
- 5) Age 13 – Gall bladder removed
- 6) Age 13 – Irritable Bowel Symptoms begin and continue into adulthood
- 7) Age 16 – Lives at home, attending Coastal College – no known water issues
- 8) Age 17 – Cervical dysplasia
- 9) Age 19 – Bought the house her father and brother had built – got married.
- 10) Age 20 – First child born difficult pregnancy, 4 week premature
- 11) Age 21– Second child born, 4 weeks premature, Cerclage at 14 weeks
- 12) Age 23 – Third child born. Also 4 weeks premature. Husband assaulted her and left. He had been mentally and verbally abusive x 7 years.
- 13) Age 25 – Remarried.
- 14) Age 26 – (2008) Started working from home as accountant. First miscarriage
- 15) Age 27 – Started working about 100/hours/week as sole provider. High stress. Diagnosed with mononucleosis, pain and fatigue. After 2 months migraine so severe she was hospitalized. Ulcers and IBS worsened.



- 16) Severe long-lasting migraines, especially around L eye were “debilitating.” Two more miscarriages.
- 17) Age 28 – Given Vyvanse as diagnosed with ADHD due to decreased concentration. Had active mono.
- 18) Age 29 – Diagnosed with fibromyalgia. Bedridden for most of January. Profound fatigue and pain “all over.”
- 19) Age 30 – Pregnant and after a month all symptoms resolved
- 20) Age 31 – Fourth child 8 weeks premature. Hemorrhage resulted in C-section
- 21) Age 32 – Moved from parents’ home to Taylors SC. Started home schooling children. No environmental issues at home.
- 22) Age 33 – Moved into condo in Myrtle Beach. Lived there for 4 months. No known environmental issues there.
- 23) Age 34 – (Feb 2016) Moved into residence in Greer. Septic tank overflowed after 6 (Dec 2016) and about 13 months June 2017 (twice). Patient states it took “weeks for landlord to come fix and to “clean up inches of water that remained in basement.”
- 24) April 2016 – Unknown to patient, she was diagnosed by psychiatrist with PTSD.
- 25) Age 35 – Between 5/2017 and 8/2017, patient states she reached out to landlord about foul smell and concern about mold in residence. Patient states landlord advised her to get a dehumidifier, which she did.
- 26) Age 34 – Started supplements that helped with IBS, stomach, immune and hormone issues. Improved her diet.
- 27) Age 35 – Patient called about leak in basement ceiling as 2 of her children lived in the basement.
- 28) Age 35 – Motor vehicle accident, not hospitalized
- 29) Age 35 – (June 2017) Landlord sent contractor, Level Up Construction, to take sheetrock down a month after her calling. Found mold on both sides of the sheetrock. Patient states she has photos.
- 30) Age 35 – Ringing in ears begins. More mold found by contractor.

31) Age 37 – Bad sinus infection 1 week prior to taking a cruise. During cruise symptoms waned with no sinusitis and no tinnitus (ring in the ears). Within hours of returning to the water-damaged building symptoms returned along with new onset vertigo, nausea and vomiting as well.

32) Age 37 – First of several mold inspections of the residence. Attached as Exhibit.

#### **PHYSICAL EXAMINATION AT COEM:**

Height is 5 feet 3 inches weighing 155. Seated blood pressure in the left arm is 122/92. Patient appears in mild distress. Her head is normocephalic with normal circumference. She has a normal amount of brown hair and lightly tanned skin. The pupils at 21/2 mm are equally round and reactive to light. There are Dennie lines under both eyes. The irises are blue and conjunctiva are mildly injected and her eyelashes are organized with a positive Hartog's sign (often a physical manifestation of hypothyroidism). Tympanic membranes are scarred bilaterally. Her nasal bridge is normal and her nasal turbinates are rated 4+ bilaterally and slightly inflamed. Uvula deviates to the right when yawning. There are 2+ pharyngeal bands. Tongue is slightly coated

There is no lymphadenopathy and her thyroid gland is slightly firm but not tender to palpation. Hearing appears intact despite previous testing showing some diminution. The heart rate is 84 beats per minute and has a regular rate and rhythm. Lung fields are clear bilaterally. Vibratory hearing is intact. Deep tendon reflexes at 2+ in all extremities with some spreading of the right biceps to her right fingers. Babinski is negative. Toe and heel walking are intact as are finger-to-nose and finger-to-finger challenges. Motor strength in all four extremities is 5/5. Mini-mental test was completed as 3/3. Romberg is 1+. Cortical dominance is on the right

#### **MEDICAL DIAGNOSES AT COEM AT INITIAL APPOINTMENT:**

- 1) Exposure to moisture, mold and particulates
- 2) Chronic pain recurrence, previously diagnosed as fibromyalgia
- 3) Chronic rhinosinusitis
- 4) Sinus headache
- 5) Decreased cognition: word finding, short term memory
- 6) Ruptured ear drum
- 7) Allergies spring and fall
- 8) Irritable bowel syndrome
- 9) Fatigue
- 10) Nausea
- 11) PTSD
- 12) Recent motor vehicle accident
- 13) R/o (rule out) thyroiditis
- 14) R/o functional dyspepsia
- 15) R/o adrenal insufficiency

16) R/o hormonal imbalance NOS

**PREVIOUS RELEVANT MEDICAL AND ABNORMAL LABORATORY RESULTS AND ENVIRONMENTAL RECORDS REVIEWED:**

**Aynor Medical Center (hand written records)**

12/16/2010: headaches daily – migraine since yesterday, ? ulcers, IBS, stomach troubles, hx migraines or tension headaches daily. Has also vomited blood and passing blood in stool

Assessment: IBS

Migraine

Colonoscopy

1/5/2011: wants to discuss cardiac and endocrine testing. Colonoscopy revealed IBS and inflammation in gut. Daily migraines began after Mirena IUD inserted.

Assessment: headaches, possibly second to hormones of IUD

Plan: referrals, having IUD removed

1/10/2011 MRI neck negative

12/7/2011: IBS (irritable bowel syndrome) migraines, (illegible), pain 4/10, neck and back muscle spasms

Assessment: migraine headaches

Muscle spasm

IBS

Plan: Inderal for migraine

1/4/2012: sore throat + Strep A

Plan: Z-pack

1/9/2012: fever, not feeling any better, fatigue.

PE: swollen lymph nodes in neck, redness in throat

Assessment: mononucleosis

1/13/2012: rectal bleeding – a lot on L side since last night. Pain level 3/10

Assessment: rectal bleeding from internal hemorrhoids

Plan: bedrest while still having fever

1/20/2012: was seen (illegible) on Tuesday, follow up for mono, had panic attack and went to ER. Still fatigued

Assessment: mononucleosis

Plan: Hyperventilation; Bed rest

3/16/2012: general weakness and fatigue. Positive mono test, history of headaches, irritable bowel and migraine. Followed by Dr. Honick, psychiatrist and prescribed Vyvanse. Many tender points. Pain level 8/10, takes Excedrin for headaches

Assessment: fatigue

Plan – review earlier MRI, encourage stretching exercises, limit Excedrin. Labs ordered

3/21/2012: follow up and labs, feeling a little better, a little more energy. IBS mixed pattern

Assessment: fatigue

Plan: labs with ANA and rheumatoid factor, thyroid

3/29/2012: follow up – feeling much better, received laser therapy at pain clinic, resting, no GI flares

Assessment: muscle pain and fatigue

Plan: motrin as needed, encouraged to exercise, try yoga, decrease Excedrin intake

4/20/2012: pain all over, tearful, hands are swollen, no sleep x 36 hours, joints and muscles hurt, taking OTC NSAIDs

Assessment: muscle pain generalized

Plan: naproxen, zanaflex, referral to pain specialist

5/9/2012: refill on muscle relaxer, fibromyalgia pain (though no formal diagnosis), vomiting blood on/off

Assessment:

Hematemesis

Nausea

pregnancy

6/1/2012: dizziness, no nausea, sore throat or congestion

Assessment: vertigo

Plan: Meclizine, Zofran as needed

7/2/2012: sore throat, tonsils bleeding, ears hurt – no cough or congestion

Assessment: strep pharyngitis

Plan Penicillin x 10 days

7/12/2012: 10 day follow up for strep pharyngitis, 14 weeks pregnant

Assessment: dysuria

Pharyngitis - resolved

8/31/2012: sinus congestion; 22 weeks pregnant. PE sinus congestion

Assessment: sinusitis

Plan: Amoxicillin for 10 day

12/12/2012: vomiting, x 2 days, diarrhea, severe headache, night sweats, breast feeding, pharyngitis, sinus pressure, headache. One child with flu and 1 child with sinusitis  
 PE: erythematous (red) pharynx, tenderness over sinus areas. Tonsils are enlarged at 3+  
 Assessment: Strep pharyngitis  
 Plan: Pencillin x 10 days

1/24/2013: cough, congestion

#### **CPG Family Medicine Aynor SC**

1/24/2013: Cough and congestion. PE: dull tympanic membranes and sinus congestion  
 Assessment: sinusitis, early bronchitis  
 Plan Amoxicillin. Referral for fibromyalgia

10/22/2013: wonders about stomach ulcers, vomits after eating  
 Assessment: GERD  
 Plan: Prilosec, Carafate follow up 2 weeks

12/18/2013: Diarrhea 3-4x/week, fatigue  
 Assessment: chronic diarrhea  
 Plan GI workup, Carafate

In the interim from 2013 until she consulted a physician on 9/28/2017, patient states that she has not consulted a physician since her most recent pregnancy about 5 years ago. She has, however sought chiropractic treatment.

#### **LifeLogic**

9/6/2017 to 9/26/2017. Notes appear to be chiropractic and documentation includes Epley maneuver for vertigo

#### **Spartanburg & Greer ENT**

9/28/2017:

Chief Complaint: bilateral tinnitus (ringing in the ear), headache, mixed conductive and sensorineural hearing loss, right greater than left, unspecified perforation of right tympanic membrane, chronic rhinitis

Review of systems: dizziness, hearing loss. Onset about 4 weeks prior to appointment (PTA), symptom severity worse in 2 weeks PTA including "pressure" behind the eyes, dizziness and nausea. OTC decongestant helps a little.

Assessment: bilateral tinnitus, headache, mixed conductive and sensorineural hearing loss right ear with restricted hearing on the contralateral side, sensorineural hearing loss left ear.

Plan: audiogram ordered

**Spartanburg & Greer ENT**

10/3/2017:

Chief complaint: Right ear is bothering me. "not doing well"

Unspecified perforation of tympanic membrane, right ear

Headache

Chronic rhinitis

Tinnitus bilateral

Hearing loss bilateral

Review of systems:

ENT: hearing loss, pressure sensation in ears, ringing in ears or head noise

Physical exam: bilateral ears: tympanic membrane with tympanosclerosis

Assessment:

Unspecified perforation of tympanic membrane of right ear

Headache

Chronic rhinitis

Tinnitus bilateral

Rx: Fluticasone nasal spray

**Spartanburg & Greer ENT**

3/5/2018

Follow up visit

Five-month follow up re sinus problems. Record states patient recently found out she has been "exposed to mold." Her house had several spots of mold and she didn't know. Patient complains of headaches, nausea and dizziness. She also complains about fatigue. She did move out of the house that she was living in. Previous ear symptoms have resolved.

Treated with Nystatin, Diflucan and Levaquin x 2

Plan: CT scan for headaches

**Greenville Health System Radiology**

3/5/2018:

XRy normal except post surgical clips right upper quadrant. Lungs clear.

**Greenville Memorial Hospital Emergency Department**

7/31/2018:

Chief complaint: persistent headache, recent sinus surgery

Finding: Extensive paranasal sinus disease, extensive maxillary, ethmoid and sphenoid opacification. This appears to be a combination of mucosal thickening and fluid

### **Greenville Memorial Hospital**

4/10/19:

Inpatient due to melena (gastric bleeding), anemia due to acute blood loss

### **Environmental Reports on 618 Garden Rose Dr., Greer SC**

10/11/2017 Mold Inspection Testing:

Elevated levels in "man cave" /vs. control (outdoors)

- Ascospores 2230/ m<sup>3</sup> /40 m<sup>3</sup>
  - Basidiospores 84,500/m<sup>3</sup> /40 m<sup>3</sup>
  - Cladosporium (aka Hormodendrum) 6,000 m<sup>3</sup> /40 m<sup>3</sup>
  - Curvularia 160 m<sup>3</sup> /40 m<sup>3</sup>
  - Epicoccum 40 m<sup>3</sup> / 0
  - Cero spora 320 m<sup>3</sup> / 0
  - Smuts etc 200 m<sup>3</sup> //0
  - Zygomycetes 200 m<sup>3</sup> /0
- Total spores/ m<sup>3</sup> in man cave 93,900 vs outside 160 m<sup>3</sup>

\*\*??

10/19/2017

Hayes Microbial Consulting

Elevated levels in "man cave" vs basement foyer (spore trap)

- Alternaria 320 m<sup>3</sup> /vs 280 m<sup>3</sup>
- Ascospores 83 m<sup>3</sup> /40 m<sup>3</sup>
- Basidiospores 293 m<sup>3</sup> /80 m<sup>3</sup>
- Cladosporium 253 m<sup>3</sup> /80 m<sup>3</sup>
- Curvularia 53 m<sup>3</sup> /40 m<sup>3</sup>
- Myxomycetes 80 m<sup>3</sup> / 67 m<sup>3</sup>
- Pithomyces 240 m<sup>3</sup> / 270 m<sup>3</sup>
- Spegazzina 27 m<sup>3</sup> /0

10/23/2017 NORMI Mold and Air Inspections

Assessment of indoor air and moisture content of materials – photos are attached

Findings:

- High moisture content found in flooring material of upstairs half bath
  - Discolored wood flooring from the toilet to wall to right of vanity
  - Flooring had cupped (swollen) due to this high moisture
  - Obvious water damage repair in the basement "man cave"
  - High moisture was found and verified with the use of an infrared camera and a Wagner Bi2200 moisture meter. See IR pictures attached
- 11/3/2017 SEEML Southeast Environmental Microbiology Laboratories

11/3/2019 SEEML Southeast Environmental Microbiology Laboratories  
For Brent Horton, Mold & Air Inspections – collected by swab

Basement HVAC return shows fungal growth with low levels of penicillium/aspergillus  
Basement storage room shows fungal growth and a moderate level of penicillium/aspergillus  
HVAC supply vent top of stairs scattered spores of penicillium/aspergillus and Cladosporium,  
and no fungal growth  
Main floor half bath floor swab showed fungal growth and low levels of penicillium/aspergillus  
and Cladosporium.

11/13/2017 NORMI letter from Brent Horton states the following:  
Exterior inspection “possible water issues and/or openings on the garage side of house”  
Interior inspection “visible molds were present and water issues were detected.”

**SUBSEQUENT MEDICAL OFFICE APPOINTMENTS, ALLERGY AND LABORATORY TESTING AT COEM:**

**LabCorp:**

Abnormal values that are relevant to current report only:

11-12017

Glucose 64 (range 66-99)

Vitamin D 24.1 (30-100)

IgG Cladosporium 8.0 (normal range 0 – 1.9)

Curvularia 13.6 (normal range 0-1.9)

**Blinded allergy testing at COEM:**

11-1-2017. Patient was intradermally tested to mold, however, she was blinded to the contents of the injection. Wheal growth, if any, was then measured by the allergy technician and noted. If there was a positive response, the next injection was five-fold more dilute. The control injection was negative. Ms. Epps responded with positive allergic symptoms to Cladosporium,

Objective (wheal on arm grew larger) and subjective (symptoms written down by patient during testing) allergy (hypersensitivity) testing indicates allergy and hypersensitivity to *Cladosporium* (aka *Hormodendrum*), *Aspergillus* and *Chaetomium*. Twenty-four hours later the wheal from Cladosporium had grown, indicating a Type IV delayed (24 hours) hypersensitivity reaction. A mixture called PEF (pullalaria, epicoccum, and penicillium). She also demonstrated symptoms in reaction to aspergillus, HAP (mixture of hormodendrum, alternaria and penicillium), and to Stachybotrys.



### Follow-up appointments at COEM:

11-29-2017 – 1<sup>st</sup> follow up. Patient notes delayed reaction to Cladosporium/Hormodendrum. The day after allergy testing at COEM she woke up with allergy symptoms, took COEM's acute remedies and recovered quickly (20 minutes). Overall patient states she feels a little better on the mold protocol. Her headaches are a little less severe; sinusitis not as bad though reports sinus headaches. Word finding has become a little easier, short term memory "still having issues." Her irritable bowel symptoms are better and fatigue still exhausting. Nausea has resolved and the chronic pain diagnosed as "fibromyalgia" is much better

### DISCUSSION AND SUMMARY

Ms. Epps's history of multi biological systems injuries and dysfunction resulted from exposure to environmental toxins (in a water-damaged building) caused by chronic exposure to moisture, mold and particulates.

It is my opinion, based on my education, training and experience since 2011 in the practice of environmental medicine, that Ms. Epps' previous tendencies to headache and sinusitis were exacerbated by her exposure to moisture and mold, and, she had new onset severity of chronic sinusitis (that previously had been intermittent) that resulted in a ruptured ear drum and as a highly successful business woman she also had new onset decreased cognition BECAUSE:

Hazardous material such as mold and mycotoxins may cause disease:

- a) De novo
- b) Alter a biologic function without apparent clinical effect
- c) Bring to light an existing subclinical condition
- d) Predispose individuals to develop a disease
- e) Exacerbate a pre-existing condition.

The supporting medical, vocational and environmental records answer the following salient questions:

- 1) Is the agent implicated known to be able to cause the injury or disease in question?
- 2) Did the injury actually occur and was it documented?
- 3) Was there sufficient exposure to cause the injury?
- 4) Are the sequelae of this injury still present?
- 5) Did the signs and symptoms of this injury actually begin after the exposure documenting a true or correct association?
- 6) How strong an association is there (i.e., was more than one person affected)?
- 7) Are there any other alternative causal explanations?

- 1) Is the agent implicated known to be able to cause the injury or disease in question?

## CHRONIC RHINOSINUSITIS

Indoor mold exposure is a main trigger for chronic rhinosinusitis. Ponikau reported in *Mayo Clinic Proceedings* that 202 of 210 (96%) consecutive chronic rhinosinusitis (CRS) surgical patients had positive nasal fungal cultures (immune response to inhaled fungus) and in group of 101 consecutive surgical rhinosinusitis patients 97 (96%) had allergic mucin and 94 (93%) were diagnosed with chronic allergic fungal rhinosinusitis (Ponikau et al., 1999). The important role of *Staphylococcus*, *Streptococcus* and other bacterial infections on causing rhinitis has also been described (Mahdavinia et al., 2016).

Moisture, mold and particulates are able to cause the multi-system injuries and dysfunction reported in Ms Epps' medical records. The scientific literature drawn from multiple sources establishes that moisture, mold and its associated particulates that contaminated their home are able to cause the injuries sustained by Ms. Epps and her family.

The particulates include the toxins given off by many species of mold, called mycotoxins (please see the sheets attached to environmental reports, pages 9-10 of SEEML/Mr. Brent Horton's report for a more comprehensive list of mycotoxins) as well as microbial volatile organic compounds (mVOCs) that account for the odor of mold. MVOCs include but are not limited to: alcohols, ketones, aldehydes, esters, carboxylic acids, lactones, terpenes, aromatic hydrocarbons, sulfur and nitrogen compounds.

## RESPIRATORY EFFECTS

Exposure to indoor mold and water damage has been associated in many studies with adverse respiratory effects including asthma, rhinitis/sinusitis, bronchitis, respiratory infections, and lung hemorrhage.

A number of reviews in the past 15 years have examined relationships between exposure to indoor mold, mycotoxins, water damage, and other organisms such as bacteria and health effects (Campbell et al., 2004; Curtis L, 2004; Fisk et al., 2010; Fung and Clark, 2004; Hope, 2013; Jaakkola et al., 2013; Meheust et al., 2014; Mendell et al., 2011; Nevalainen et al., 2015; Organization, 2009a; Pieckova, 2012; Quansah R, 2012; Sharpe et al., 2015; Straus, 2009; Thrasher and Crawley, 2009). Many of these reviews have emphasized the adverse respiratory health effects of indoor mold exposures, with one 2001 review examining 590 published papers describing the adverse respiratory health effects of indoor water-damage exposure (Bornehag et al., 2001).

Several large meta-analyses of multiple studies have reported that exposure to indoor mold, mycotoxins, water damage and other associated biological agents such as bacteria are associated with significantly higher rates of asthma (Gunnbjornsdottir et al., 2006; Quansah R, 2012; Sharpe et al., 2015; Tischer et al., 2011), rhinitis (Jaakkola et al., 2013), bronchitis (Fisk et

al., 2010), and respiratory infections (Fisk et al., 2010). The Quansah et al. meta-analysis of 16 published studies (11 cohort and 5 incident case-control) found that significantly higher rates of asthma were related to dampness, visible mold, mold odor, and any mold or dampness exposure (Quansah R, 2012). In the Jaakkola et al. meta-analysis of 31 published studies, rhinitis was significantly related to mold odor, visible mold, and water damage (Jaakkola et al., 2013). The Fisk meta-analysis reports that exposure to dampness or visible mold is associated with a significantly higher risk of bronchitis (13 studies), and respiratory infections (Fisk et al., 2010).

A huge study of 16,910 young European adults reported that presence of damp housing was associated with significantly greater risk of reactive airway disease (Gunnbjornsdottir et al., 2006). A study of 39,782 Chinese children aged 3 to 6 years documented that visible mold or moisture in day care centers was associated with a significantly higher risk of the common cold (Norback et al., 2017). Another large meta-analysis of 57,009 children aged 6 to 12 years in Russia, the United States, and 10 European nations reported that indoor exposure to visible mold was associated with a significantly greater risk of asthma (Antova et al., 2008). Visible home dampness was associated with significantly greater risk of physician diagnosed asthma in a large study of 10,851 Swedish children (Bornehag et al., 2005).

Mold is not the only indoor biohazard. It should be emphasized that water-damaged environments often contain much more than mold. These environments may often contain other potential allergy/ asthma triggers such as bacteria and their toxins, viruses, dust mites, insects or other allergenic animals (Thrasher and Crawley, 2009).

Mold DNA of 90 of 136 indoor mold species was found to be more common in the sputum samples of 30 asthmatic patients as compared to 13 controls (van Woerden et al., 2013). Mold and indoor dampness exposure have also been related to vocal cord dysfunction (Cummings et al., 2013). Exposure to *Aspergillus* and other mold is a trigger for allergic bronchopulmonary aspergillosis, fungal-related asthma, hypersensitivity pneumonitis, granulomatous lungs, and related disorders (Erkinjuntti-Pekkanen et al., 1999; Ojanen et al., 1990; Sumi et al., 1994; Woolnough et al., 2015). Case studies were presented of 4 musicians (including a saxophone player, bassoon player, and 2 trombone players) who developed hypersensitivity pneumonitis after exposure to musical instruments contaminated with mold growth (Metersky et al., 2010; Metzger et al., 2010; Moller et al., 2017).

Indoor mold exposure is possibly the main trigger for chronic rhinosinusitis. Ponikau reported that 202 of 210 (96%) consecutive chronic rhinosinusitis surgical patients had positive nasal fungal cultures and in group of 101 consecutive surgical rhinosinusitis patients 97 (96%) had allergic mucin and 94 (93%) were diagnosed with chronic allergic fungal rhinosinusitis (Ponikau et al., 1999). On the other hand, some other published studies have reported lower percentages of culturable/ detectable mold in rhinosinusitis patients with levels as low as 5 to 36% in some studies (Hoyt et al., 2016; Mahdavinia et al., 2016; Netkovski and Shirgoska, 2012; Zhao et al., 2018). The important role of *Staphylococcus*, *Streptococcus* and other bacterial infections on causing rhinitis has also been described (Mahdavinia et al., 2016).

A study of 18 patients with CRS (chronic rhinosinusitis) and 15 controls reported that: 1) IgG levels to *Alternaria*, *Aspergillus*, *Cladosporium*, and *Penicillium* were all significantly higher in CRS patients as compared to controls 2) testing *Alternaria* extracts on peripheral blood mononuclear cells (PBMC) revealed that elevated interleukin 5 production was seen in 16/18 (89%) of CRS patients but 0/15 of controls ((Shin et al., 2004). Case reports were presented of 3 adult women exposed to water-damaged homes or schools who developed chronic rhinosinusitis who had measurable mycotoxin levels in surgically removed sinus tissue including macrocyclic trichothecenes, ochratoxins, and/or gliotoxins (Dennis and Thrasher, 2016; Dennis and Thrasher, 2017).

Some clinicians find that prescribing topical or systemic antifungals is useful for treating rhinosinusitis (Dennis et al., 2009). However, a meta-analysis of 6 studies with rhinosinusitis patients found that the use of topical or systemic anti-fungal drugs had little effect on symptoms or endoscopic findings in rhinosinusitis patients (Sacks et al., 2012).

Indoor exposure to *Aspergillus* and other molds is a trigger for allergic bronchopulmonary aspergillosis, fungal related asthma, hypersensitivity pneumonitis, sarcoidosis, and related disorders (Greenberger et al., 2014; Tercelj et al., 2011; Woolnough et al., 2015).

#### **GASTROINTESTINAL-**

Several studies have described gastrointestinal problems for those exposed to indoor mold and dampness. Lieberman reported that 28 of 48 (58%) consecutive indoor mold exposed patients had gastrointestinal problems such as nausea, diarrhea, and vomiting (Curtis L, 2004). Rea reported that 38 out 150 (25%) consecutive mold exposed patients were diagnosed with irritable bowel syndrome (Curtis L, 2004). Grant reported that 42% of 113 consecutive mold exposed patients had digestive problems such as gastroesophageal reflux disorder, nausea or irritable bowel syndrome (Grant, 2013). A study of 1,460 Finnish adults revealed that exposure to indoor mold or water damage was associated with significantly higher risk of stomach ache (Pirhonen et al., 1996). A case series described that diarrhea and nausea were common in a group of 10 mold exposed teens (Anyanwu et al., 2002). Gunn published a case of a previously healthy 25 year-old man who developed ulcerative colitis and chronic fatigue following exposure to a mold and water damaged house with heavy growth of *Stachybotrys* (Gunn et al., 2016). This man returned to good health after relocating to a new residence and having replacement vasoactive intestinal peptide (VIP) (Gunn et al., 2016).

#### **MUSCULOSKELETAL PAIN**

Muscle and joint pain are common in indoor mold exposed patients. Lieberman reported that 34 of 48 (71%) consecutive indoor mold exposed patients experienced chronic joint pain. Rea also reported that 44 of 150 (29%) consecutive indoor mold patients were diagnosed with fibromyalgia (Curtis L, 2004). Exposure to mold or water damage was associated with significantly greater risk of lumbar backache in a study of 1,460 Finnish adults (Pirhonen et al., 1996).

Exposure to several mycotoxins are associated with joint problems (Brase et al., 2009). Cell culture studies have reported that exposure to mycotoxins such as deoxynivalenol are associated with damage to chondrocytes (cartilage secreting cells) (Li et al., 2014). Another study found that extracts from building materials from a water damaged building housing a 30 year old women with new onset arthritis were toxic to human chondrocytes (Lorenz et al., 2006). This study also found high levels of bacteria, bacterial endotoxins, fungi, and mycotoxins in the building materials (Lorenz et al., 2006).

Muscle and joint pain are common in indoor mold exposed patients. Lieberman reported that 34 of 48 (71%) consecutive indoor mold exposed patients experienced chronic joint pain. A Texas study found that chronic joint pain was significantly more common in elementary students in a mold-damaged school versus a school without mold damage (9.8% of 309 students in mold damaged school versus 3.6% in 168 students in a non-mold damaged school (Handal et al., 2004).

Several studies have documented clusters of patients with new-onset arthritis and other autoimmune joint diseases such as ankylosing spondylitis (Luosujarvi et al., 2003; Myllykangas-Luosujarvi et al., 2002). For example, a Finnish report described a water-damaged health center in which all 34 employees developed rheumatic complaints including 14 cases of new onset arthritis (Luosujarvi et al., 2003).

Exposure to several mycotoxins are associated with joint problems (Brase et al., 2009). Cell culture studies have reported that exposure to mycotoxins is associated with damage to chondrocytes (cartilage secreting cells) (Li et al., 2014).

## CHRONIC FATIGUE

Indoor mold and moisture exposure have been linked to chronic fatigue in several studies. Lieberman described that chronic fatigue was seen in 34 of 48 (71%) consecutive patients exposed to indoor mold (Curtis L, 2004), Rea stated that all 150 (100%) of a group of indoor mold exposed patients experienced chronic fatigue (Curtis L, 2004), Grant stated that 54% of 113 consecutive mold exposed patients had chronic fatigue (Grant, 2013) and Johanning published that chronic fatigue was seen in 50% of 151 consecutive indoor mold patients (Johanning, 1999). Gray reported that a group of 209 mold-exposed patients had significantly more fatigue than 28 unexposed (Gray et al., 2003). Auger et al. described 11 children and adults who developed chronic fatigue symptoms after living in water damaged housing (Auger et al., 1994).

A Maryland study documented chronic fatigue in 24 out of 26 (92%) of patients exposed to indoor water damage (Shoemaker and House, 2006). Dennis demonstrated that a cohort of 79 indoor mold-exposed patients with chronic sinusitis who were all reporting chronic fatigue (Dennis et al., 2009). Brewer detected one or more of 3 mycotoxins (aflatoxins, ochratoxins, and trichothecenes) in the urine of 104 of 112 (93%) chronic fatigue patients but 0 of 55 (0%) control subjects (Brewer et al., 2013). A large epidemiological study of 3,485 randomly selected



Chinese adults reported that fatigue was significantly more common in subjects exposed to mold/ dampness on wall or ceiling or mold odor (Lu et al., 2016). A study of 1,460 Finnish adults described that exposure to a mold or water damaged home was associated with significantly greater rates of fatigue (Pirhonen et al., 1996). In addition, various neuropsychological studies of mold-exposed patients such as Kilburn (Kilburn, 2009b) and Gray (Gray et al., 2003) have confirmed significantly more fatigue among mold-exposed versus non-mold exposed patients. Thrasher et al. described a case of a family of 5 who developed chronic fatigue syndrome along with cognitive deficits after living in a mold damaged home with airborne levels of *Penicillium/Aspergillus* as high as 3,090,427 spores per cubic meter of air (Thrasher JD et al., 2014).

Many mycotoxins such as aflatoxins, ochratoxins, and trichothecenes are highly toxic to mitochondria. The results manifest in many ways including inhibition of protein synthesis, apoptosis, membrane damage, oxidative stress and disruption of respiratory oxidation (Arbillaga et al., 2007; Bhat et al., 1982; Bin-Umer et al., 2011; Bouaziz et al., 2009; Chaudhari et al., 2009; Kamp et al., 2005; Prabu et al., 2013; Rainbow et al., 1994; Rocha et al., 2005; Shamsuddin et al., 1987; Wei et al., 1985; Yang et al., 2012). Such mitochondrial damage would be expected to cause reduced energy production at the cellular level and chronic fatigue.

Several large meta-analyses of multiple studies have reported that exposure to indoor mold, mycotoxins, water damage and other associated biological agents such as bacteria are associated with significantly higher rates of rhinitis (Jaakkola et al., 2013), bronchitis (Fisk et al., 2010), and respiratory infections (Fisk et al., 2010).

A study of 18 patients with CRS and 15 controls reported that IgG levels to *Alternaria*, *Aspergillus*, *Cladosporium*, and *Penicillium* were all significantly higher in CRS patients as compared to controls. Case reports were presented of 3 adult women exposed to water-damaged homes or schools who developed chronic rhinosinusitis who had measurable mycotoxin levels in surgically removed sinus tissue including macrocyclic trichothecenes, ochratoxins, and/or gliotoxins (Dennis and Thrasher, 2016; Dennis and Thrasher, 2017).

## DECREASED COGNITION

A number of studies have correlated that heavy indoor exposure to molds with significant cognitive disruption. The most comprehensive research was Kilburn's 2009 study, that reported the scores on a battery of 26 neuropsychiatric tests were significantly more abnormal in a group of 105 mold-exposed adults as compared to 202 control adults (Kilburn, 2009b). Compared to the controls, the mold-exposed patients scored significantly more abnormal on tests of simple and choice reaction time, balance sway speed, blink reflex, color discrimination, grip strength, digit symbol, verbal memory, information, and picture completion. The mold-exposed patients also had significantly poorer scores on other neuropsychiatric tests including visual field performance, Culture Fair (IQ measure) and trail making (Kilburn, 2009b). The mold

exposed patients tested for significantly more mental confusion, fatigue, and depression than controls on the profile of mood states (POMS) test (Kilburn, 2009b).

Gordon et al. studied 31 patients exposed to toxic mold along with 65 patients with mild traumatic brain injury (TBI), 26 patients with moderate TBI, and 47 patients with no disability (Gordon et al., 2004). Neuropsychological tests showed that the 31 mold-exposed patients had many significant deficits in memory, executive function, processing speed, and attention. The mold-exposed patients experienced significantly more symptoms than the controls, and had a similar level of symptoms as compared to the mild TBI patients (Gordon et al., 2004).

Gray et al. studied 209 adults who lived, worked, or studied in water-damaged buildings. Compared to 28 controls, the mold exposed patients had significantly higher levels of many neuropsychiatric health symptoms including chronic fatigue, headache, memory problems, dizziness and light headedness (Gray et al., 2003).

Crago et al. conducted clinical interviews, neuropsychological testing, and quantitative electroencephalogram (qEEG) on 182 adults with documented mold exposure (Crago et al., 2003). Among the 182 subjects, higher estimated mold exposure was associated with significantly higher depression and significantly impaired neurocognitive function, including tests of attention/ concentration, trail marking, and symbol search, and coding (Crago et al., 2003).

Baldo et al. performed neuropsychiatric tests on 10 mold-exposed patients and 10 controls . Compared to the controls and normative data, the 10 mold exposed patients scored significantly worse on many tests of cognitive function including visuospatial learning, visuospatial memory, verbal learning, and psychomotor speed (Baldo et al., 2002).

Johanning and Landbergis reviewed 151 cases presented to an environmental and occupational clinic following indoor mold exposure (Johanning and P, 1999). Among the 151 subjects, 80% had at least one and 52% had three or more of the following neurological complaints: headaches, difficulty concentrating, fatigue, dizziness, and nervousness (Johanning E, et al, 1999).

Several uncontrolled case series have also suggested indoor mold exposure can cause long term neurological damage. Lieberman examined 48 heavily mold-exposed patients and reported that 32 (67%) had significant neurocognitive deficits such as memory and attention deficits (Curtis L, 2004). Rea et al.'s study of 150 heavily indoor mold-exposed patients found that 69 (46%) have significant loss of memory/ attention or other neuropsychiatric problems. Neuropsychiatric testing of 70 of the mold-exposed patients showed significant deficits in memory, executive function, and psychomotor problem solving as compared to controls. Fifty-seven percent of patients had mild to moderate neurocognitive dysfunction as measured on the Halstead-Reitan Battery. Forty-two percent demonstrated mild to severe impairment on the Comprehensive Neuropsychological screen (Rea et al., 2003).

An epidemiological study of 1,460 Finnish adults summarized that exposure to visible mold or water damage was associated with significantly greater risk of difficulties in concentration (Pirhonen et al., 1996). A Maryland study of 26 patients exposed to indoor water damage documented 85% had memory difficulties and 85% had problems in concentration (Shoemaker and House, 2006).

### **Improvements in Neurocognitive Function with Building Remediation**

Several studies have demonstrated significant improvements in neurocognitive function in indoor mold-exposed humans when the buildings they have been living, working, or studying in have been remediated for mold or water damage. After remediating the mold and moisture problems, 68% of the 151 cases of cognitive impairment reported a substantial improvement in symptoms (Johanning E et al, 1999). Sudakin reported that the rate of many neurological complaints in 33 workers declined significantly following remediation of a water damaged office building, including significant reductions in chronic fatigue (81.8% before and 27.3% after), headache (69.7% vs. 27.3%), difficulty concentrating (69.7% vs. 30.3%) and depression (45.5% vs 21.2%) (Sudakin, 1998). Ebbehøj described a water-damaged Danish office building with heavy surface growth of *Trichoderma*, *Phoma*, and *Fusarium* from which the 25 workers were experiencing sick building symptoms (Ebbehøj et al., 2002). Following extensive remediation, sick building symptoms fell significantly for irritated eyes (88% before and 12% after remediation), headache (80% before, 6% after), chronic fatigue (88% before, 6% after) and difficulty in concentration (56% before, 0% after) (Ebbehøj et al., 2002).

### **HEADACHE**

The Lu et al. study of 3,485 randomly selected Chinese adults reported that visible mold was associated with significantly increased risk of headache (OR 1.80, 95% CI 1.07-3.04) (Lu et al., 2016). Lieberman found 31 of 48 (65%) mold exposed patients had chronic headaches (Curtis L, 2004). Gray reported 209 mold exposed patients had significantly more headaches than 28 controls (Gray et al., 2003). Shoemaker reported that 19 out of 26 (73%) patients exposed to indoor water damaged experienced chronic headaches (Shoemaker and House, 2006).

#### **2) Did the injury actually occur and was it documented?**

Numerous environmental reports document the presence of mold and high moisture content of the materials. In addition, the dramatic change in medical complaints after the 2017 water intrusion indicate a temporal relationship to the water-damaged home and worsening and chronicity of respiratory symptoms.

#### **3) Was there sufficient exposure to cause the injury?**

The months spent in the house after the sewage overflows and water/saturated floor was more than sufficient to cause the injuries.



4) Are the sequelae of this injury still preset?

Yes. The fact is that Ms. Epps still gets more sinus headaches than before and appears to have become sensitized to molds found in water-damaged buildings.

5) Did the signs and symptoms of this injury actually begin after the exposure documenting a true or correct association?

Based on the medical records available, Ms. Epps states she had not sought medical advice since after her youngest child – from 2013 until 2017, except for chiropractic treatment.

6) How strong an association is there (i.e., was more than one person affected)?

Ms. Epps' husband, Brandon Epps, became very ill and had to have serious sinus surgery, and he and the children all tested positive for mold antibodies associated with their home environmental report.

7) Are there any other alternative causal explanations?

While there are alternative explanations for individual symptoms, it is the constellation of new onset symptoms, the exacerbation of earlier symptoms and shared antibodies and afflictions among all family members that points toward moisture, mold and particulates and the temporality (well-established) that the etiology of the rapid change in the family's health, correlates to the documented exposure to moisture, mold and particulates.

Given the temporality of the new onset of respiratory issues after the exposure, and attached medical timeline, as well as musculoskeletal, neurologic system (decreased cognition, etc.), chronic fatigue, and sinus headache, it is unlikely that there is an alternate cause.

## DISCUSSION

Ms. Epps and her husband, especially, have been impaired by the home exposures to moisture, mold and particulates as documented by at least four separate environmental inspections. The exposures have been well-documented by environmental testing accompanied by photographs of the water-damaged areas, and samples of the damaged areas, confirming extensive mold growth. Her biomarkers of exposure seen on the Lab Corp mold IgG blood tests, and objective (blinded to allergens) allergy testing validate that this illness was induced by a severe exposure to moisture, mold and particulates. These molds excrete mycotoxins and microbial volatile organic compounds that are known to be injurious to human health. The medical records after the water intrusions demonstrate a strong temporal association that the exposure to mold found in water-damaged buildings is causative.

## CONCLUSION

Using my experience in Environmental and Occupational Medicine to review the facts and timeline presented in Ms. Epps' history, the paucity of previous medical records in the years prior to the exposure, COEM's evaluations, tests and treatment, the environmental and building reports, the photographs of the water-damaged building as well as the relevant medical and environmental literature, it is my opinion, to a reasonable degree of medical certainty that most likely primary cause of Ms. Epps' injury was the exposure to moisture, mold and particulates she was exposed to in her rental property, which became water-damaged after the documented sewage back up and moisture damage. All medical opinions articulated by me in this report are to a reasonable degree of medical certainty.

Bettina Herbert, MD, FAAPMR, NBPAS, DABOIM, IFMCP

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Dear Mr. Epps:

This report is in response to your request that I outline the issues of your family's exposure to moisture, mold and particulates found in your former residence (a rental property located at 618 Garden Rose Court in Greer, South Carolina 29651), their effects on your health, the sequelae and published medical and environmental literature supporting the association between your symptoms and the documented effects of injuries due to said exposures.

I first evaluated you November 20, 2017, at the Center for Occupational and Environmental Medicine ("COEM") in North Charleston, South Carolina, for a comprehensive environmental medical examination for injuries resulting from extended exposure to moisture, mold and particulates in a water-damaged building. The initial health concerns were possible fungal infection from mold, sinus problems, rashes, lack of energy (fatigue), light headedness, memory loss and weight control.

Medically relevant information gathered from the patient's timeline and history, previous medical records, environmental reports and laboratory results as well as relevant environmental and medical research is included in this medical report. My conclusion, to a reasonable degree of medical certainty, is that exposure to moisture, mold and particulates at Mr. Epps' water-damaged residence is the primary cause of his current medical problems and ongoing hypersensitivity to any water-damaged structure.

The opinions in this report are based upon a complete personal health and environmental history including:

- 1) Developmental history
- 2) Family history
- 3) Medical history
- 4) Personal and social history
- 5) Environmental history
- 6) Occupational history
- 7) Dietary history
- 8) Previous medical records
- 9) Laboratory studies (abnormal only)
- 10) Additional testing at COEM
- 11) Subsequent appointments and communication with Ms. Bland

12) My education, training and experience in the practice of Occupational and Environmental Medicine, 2011 to present: Fellow of the American Board of Physical Medicine and Rehabilitation; Fellow of the National Board of Physicians and Surgeons: Diplomate in Physical Medicine and Rehabilitation; Diplomate of the American Board of Integrative Medicine; Institute of Functional Medicine Certified Practitioner.

## **PERTINENT MEDICAL HISTORY**

### **COEM Initial History**

- 1) Born 12/7/1978 in Anderson SC, first of 2 children – second hand tobacco smoke exposure (father).
- 2) 1979 Age 1 – 8 y/o lived in Iva SC (Hwy 8 south of Anderson) Beef cattle farm – exposure to herbicides
- 3) 1983 age 5 – chicken pox
- 4) 1986 age 8 – mother remarried. Lived in Six Mile SC. Step father did research for herbicides for Clemson U. Lots of exposure. Lived there age 8 – 18. Patient worked with stepfather at Clemson crop research and privately. Father worked on cattle ranch, grandfather had tobacco farm where patient worked summers and Christmas break).
- 5) 1989 age 11 – Moped hit light pole, fractured 2 bones in his foot, In cast x 8 weeks. Returning to school he tore his Achilles tendon while jumping rope in PE class
- 6) 1995 age 17 – Tobacco use started
- 7) 1996 age 18 – Moved to Pleasant View SC, another farm. Agricultural research for Fox Agricultural. No known environmental issues
- 8) 1998 age 20 – Moved into his first home by himself. Trailer in Cedar Creek, then Marion SC. No known environmental issues.
- 9) Age 20-21 – AVM job, made auto parts, oil blowing in air
- 10) 2000 Age 22 – Moved to Myrtle Beach. No known issues with home. Changed jobs frequently during this time
- 11) 2004 Age 24 – Started working for Terminix, living in Conway. Spraying with PPE. No known issues with home.
- 12) 2004 age 24 - Girlfriend pregnant, first son born, healthy

- 13) Age 25 – married until 2012 (separated in 2010)
- 14) 2007 age 27 – second child, Cooper. Healthy 9 lb 14 oz
- 15) 2012 – formal divorce
- 16) 2012 age 34 – third child born (with Courtney). Lilli 8 weeks early 3 lb, 11oz. Wife began to hemorrhage and had emergency C-section
- 17) 2013 age 35 – Married Courtney – total of 6 children together
- 18) 2014 age 36 – traveled to Dominican Republic for 5 days. No issues
- 19) 2016 age 37 – Feb 2016. Moved to house in Greer (618 Garden Rose Court) with his family. Three stories including finished basement where one of the children lived. After 6 months of living there, the septic tank overflowed in the basement. It took weeks for the landlord to have someone fully fix it and clean the “inches of water” standing in the basement. The holding tank under house with float system activated pump to sewer malfunctioned. Therefore the tank overflowed to flooring on lowest room in basement with raw sewage. Immediately called owner who sent plumber out who fixed the problem with the tank a couple of days later but did not clean up the raw sewage. Sewage dried up. Patient continued to send emails to the landlord until a few weeks later a handyman with a mop used bleach to clean the soiled area. Overflow occurred twice more but not as bad as the first overflow.
- 20) 2016 – patient lost 40-45 pounds intentionally
- 21) 2017 age 38 – he referred to his wife’s initial history to document 2 other water intrusions, including a leaky toilet on the main level (2<sup>nd</sup> story)
- 22) 2017 January – sent messages to landlord that the floor was raised up and expressed concerns about mold
- 23) 2017 second week of January – took trip to Puerto Rico for 3 days and patient felt better while there.
- 24) 2017 February- Rash erupted on right hip and buttocks, applied mild steroid (Cortifung N) to affected areas but rash did not resolve
- 25) 2017 end of February – patient traveled to Mexico, had shingles L side of thorax
- 26) 2017 May 21<sup>st</sup> – basement ceiling leaked

27) 2017 June 13 – patient’s wife (Courtney Epps) sent messages to landlord that even though they had bought a dehumidifier (as the landlord had suggested earlier), there was still a foul smell.

28) June – basement ceiling opened up and there was visible black and green mold. Thirteen sheets of sheetrock were torn down, half of the basement ceiling. The repair person, a “teenager” called the owner and was told to remove the rest. No safety precautions were taken and the repair man carried the damaged material out through the basement.

29) 2017 June 30<sup>th</sup> – septic tank overflows again

30) Age 37-38 – ear infections begin, treated with antibiotics. “Very painful” sinus headaches begin, “lots of pressure” occur every couple of days. Ibuprofen helps pain, but the severe pressure remains. Patient has difficulty breathing and has lost his sense of smell and taste. In addition he experienced decreased cognition “brain fog” and finds his memory and mental clarity are deteriorating. He is frequently disoriented and fatigued. Becomes dizzy very easily.

#### **PHYSICAL EXAMINATION AT COEM:**

Height is 6 feet 3 inches weighing 295. Seated blood pressure is 118/90. Patient appears to be in mild to moderate distress. His head is normocephalic with normal circumference. He has brown hair. The pupils at 2 mm are equally round and reactive to light. There are Dennie lines under both eyes. The irises are blue and conjunctiva are mildly injected and his eyelashes are organized. The nasal bridge is normal and nares show congestion. Both tympanic membranes exhibit spots of blood. Uvula is midline and swollen. There are 2+ pharyngeal bands.

There is no lymphadenopathy and his thyroid gland is normal and not tender to palpation. Hearing is intact. The heart rate is 84 beats per minute and has a regular rate and rhythm. Lung fields are clear bilaterally with some accessory muscle use in inhalation. Deep tendon reflexes at 2+ in all extremities with some spreading of the right biceps reflex to his right fingers. Vibratory sensation is intact. Motor strength in all four extremities is 5/5. Mini-mental test was completed as 3/3. Rhomberg is 1+. Cortical dominance is indeterminate.

**Medications taken:** Sudafed, loratadine, Cortifung N cream

**Supplement:** daily vitamin

**Symptom Severity rating for 3 months prior to appointment (0 = no pain, 4 = severe)**

- Ringing in ears – 4
- runny nose – 4
- sneezing – 4
- post nasal drip – 4
- burning nose – 4

- stopped up nose – 4
- sinusitis – 4
- frequent colds – 4
- rash – 4
- reaction to poison oak and ivy – 4
- fungal infection – 4
- change in ability to smell – 4
- glare sensitivity – 3
- frequent clearing of throat – 3
- productive cough – 3
- undue fatigue – 3
- heat sensitivity – 3
- recurrent infections – 3
- reactions to insect stings - 3

**MEDICAL DIAGNOSES AT COEM AT INITIAL APPOINTMENT:**

- 1) Exposure to moisture, mold and particulates
- 2) Fatigue/malaise
- 3) Chronic rhinosinusitis
- 4) Sinus headache
- 5) Decreased cognition: decreased memory, mental clarity and disoriented
- 6) Dermatitis
- 7) Anosmia (loss of sense of smell)
- 8) Ageusia (loss of sense of taste)
- 9) History of herbicide/pesticide exposure (remote, stopped age 19)
- 10) Rule out thyroiditis
- 11) Rule out functional dyspepsia
- 12) Rule out adrenal insufficiency

**PREVIOUS RELEVANT MEDICAL AND ABNORMAL LABORATORY RESULTS AND ENVIRONMENTAL RECORDS REVIEWED:**

**CPG Family Medicine Aynor SC**

There are no medical records for Mr. Epps as he never went to see a physician. The only record is a physical required for professional license.

On patient's new patient intake form, the only medical procedure he listed was between 6-12 years old was getting dental fillings.

He starts listing medical issues starting at age 37-38 (after moving into the water-damaged building) that include:

- Ear infections
- Frequent antibiotic use
- Sinus headaches
- Hyperactivity
- Difficulty learning
- Skin rash
- Fibromyalgia
- Weight gain

#### **Environmental Reports on 618 Garden Rose Dr., Greer SC**

10/11/2017 Mold Inspection Testing:

Elevated levels in "man cave" /vs. control (outdoors)

- Ascospores 2230/ m<sup>3</sup> /40 m<sup>3</sup>
- Basidiospores 84,500/m<sup>3</sup> /40 m<sup>3</sup>
- Cladosporium (aka Hormodendrum) 6,000 m<sup>3</sup> /40 m<sup>3</sup>
- Curvularia 160 m<sup>3</sup> /40 m<sup>3</sup>
- Epicoccum 40 m<sup>3</sup> / 0
- Cero spora 320 m<sup>3</sup> / 0
- Smuts etc 200 m<sup>3</sup> //0
- Zygomycetes 200 m<sup>3</sup> /0

Total spores/ m<sup>3</sup> in man cave 93,900 vs outside 160 m<sup>3</sup>

\*\*??

10/19/2017

Hayes Microbial Consulting

Elevated levels in "man cave" vs basement foyer (spore trap)

- Alternaria 320 m<sup>3</sup> /vs 280 m<sup>3</sup>
- Ascospores 83 m<sup>3</sup> /40 m<sup>3</sup>
- Basidiospores 293 m<sup>3</sup> /80 m<sup>3</sup>
- Cladosporium 253 m<sup>3</sup> /80 m<sup>3</sup>
- Curvularia 53 m<sup>3</sup> /40 m<sup>3</sup>
- Myxomycetes 80 m<sup>3</sup> / 67 m<sup>3</sup>
- Pithomyces 240 m<sup>3</sup> / 270 m<sup>3</sup>
- Spegazzina 27 m<sup>3</sup> /0

10/23/2017 NORMI Mold and Air Inspections

Assessment of indoor air and moisture content of materials – photos are attached

Findings:

- High moisture content found in flooring material of upstairs half bath
- Discolored wood flooring from the toilet to wall to right of vanity
- Flooring had cupped (swollen) due to this high moisture
- Obvious water damage repair in the basement "man cave"



- High moisture was found and verified with the use of an infrared camera and a Wagner Bi2200 moisture meter. See IR pictures attached 11/3/2017 SEEML Southeast Environmental Microbiology Laboratories

11/3/2019 SEEML Southeast Environmental Microbiology Laboratories  
For Brent Horton, Mold & Air Inspections – collected by swab

Basement HVAC return shows fungal growth with low levels of penicillium/aspergillus  
Basement storage room shows fungal growth and a moderate level of penicillium/aspergillus  
HVAC supply vent top of stairs scattered spores of penicillium/aspergillus and Cladosporium, and no fungal growth  
Main floor half bath floor swab showed fungal growth and low levels of penicillium/aspergillus and Cladosporium.

11/13/2017 NORMI letter from Brent Horton states the following:  
Exterior inspection “possible water issues and/or openings on the garage side of house”  
Interior inspection “visible molds were present and water issues were detected.”

#### **SUBSEQUENT MEDICAL OFFICE APPOINTMENTS, ALLERGY AND LABORATORY TESTING AT COEM:**

##### **LabCorp:**

Abnormal values that are relevant to current report only:

11/27/2017:

Eosinophils (absolute) 0.7 (normal range is 0 – 0.4) (elevated with allergic responses)

Vitamin D 13.3 (30-100)

IgG Penicillium 10.0 (normal range 0 – 1.9)

IgG Aspergillus 12.5 (normal range 0 – 1.9)

IgG Curvularia 6.3 (normal range 0-1.9)

Reverse T3 25.0 (normal range 9.2-24.1) This is a marker of severe illness, often elevated in the Intensive Care Unit in hospitals)

##### **Blinded allergy testing at COEM:**

11-1-2017. Patient was intradermally tested to mold, however, he was blinded to the contents of the injection. Wheal growth, if any, was then measured by the allergy technician and noted. If there was a positive response, the next injection was five-fold more dilute. The control injection was negative. Mr. Epps responded with positive allergic symptoms to *Stachybotrys* and a mix PEF (*Pullularia*, *Epicoccum* and *Fusarium*)

Objective (wheal on arm grew larger) and subjective (symptoms written down by patient during testing) allergy (hypersensitivity) testing indicates allergy and hypersensitivity to the molds listed above. Twenty-four hours later the wheal from *Stachybotrys* had grown significantly, indicating a Type IV delayed (24 hours) hypersensitivity reaction.

**Follow-up appointments at COEM:**

1-5-2018 – 1<sup>st</sup> follow up. Patient had started COEM's mold treatment protocol. He reported that while there was a little relief at the beginning, his recent 3D XRay of his head showed that his entire sinus cavity was blocked)..Even so he rated himself as a little better on the antifungal medications

**Problem list:**

Dermatitis – a little better on Nystatin

Anosmia – unchanged

Fatigue – more energy, a good change since starting treatment

Sinusitis – “ still terrible”L sinus so clogged he cannot get (antifungal) lavage through and cannot flush at all. If he is able to get a clear day, when he flushes (spray and neti pot) his nose start running. Diflucan gave relief, nystatin alone does not help. Thick mucus breaks up in sinuses just post taking nystatin, but very shprt-lived. Mouth breathing makes very dry mouth that wakes him at night.

Plan: Referral to ENT for evaluation, rule out fungal ball in sinus

Continue treatment plan and add Diflucan again

**2<sup>nd</sup> follow up**

Currently taking both Diflucan and nystatin

New sensitivity and pain left chest, thinks it is ribs, no cardiac or pulmonary symptoms as he has started to work out a little

**Problem list:**

Blocked sinuses – ENT diagnosed polyps on sinuses, recommended surgery to remove polyps, put him on prednisone and “special nasal spray.” He now can breathe, smell and taste.

Fatigue - somewhat better, being able to breathe helps a lot. CT sinuses scheduled for next week

Anosmia - improved “best meal in 2 years” since he can smell again

**DISCUSSION AND SUMMARY**

Mr. Epps's previously excellent health was severely affected by his recent exposure to environmental toxins (in a water-damaged building) caused by chronic exposure to moisture, mold and particulates.

It is my opinion, based on my education, training and experience since 2011 in the practice of environmental medicine, that Mr. Epps' previous excellent health was affected by exposure to the mi BECAUSE:

Hazardous material such as mold and mycotoxins may cause disease:

- a) De novo
- b) Alter a biologic function without apparent clinical effect
- c) Bring to light an existing subclinical condition
- d) Predispose individuals to develop a disease
- e) Exacerbate a pre-existing condition.

The supporting medical, vocational and environmental records answer the following salient questions:

- 1) Is the agent implicated known to be able to cause the injury or disease in question?
- 2) Did the injury actually occur and was it documented?
- 3) Was there sufficient exposure to cause the injury?
- 4) Are the sequelae of this injury still present?
- 5) Did the signs and symptoms of this injury actually begin after the exposure documenting a true or correct association?
- 6) How strong an association is there (i.e., was more than one person affected)?
- 7) Are there any other alternative causal explanations?

- 1) Is the agent implicated known to be able to cause the injury or disease in question?

## CHRONIC RHINOSINUSITIS

Indoor mold exposure is a main trigger for chronic rhinosinusitis. Ponikau reported in *Mayo Clinic Proceedings* that 202 of 210 (96%) consecutive chronic rhinosinusitis (CRS) surgical patients had positive nasal fungal cultures (immune response to inhaled fungus) and in group of 101 consecutive surgical rhinosinusitis patients 97 (96%) had allergic mucin and 94 (93%) were diagnosed with chronic allergic fungal rhinosinusitis (Ponikau et al., 1999). The important role of *Staphylococcus*, *Streptococcus* and other bacterial infections on causing rhinitis has also been described (Mahdavinia et al., 2016).

Moisture, mold and particulates are able to cause the multi-system injuries and dysfunction reported in Ms Epps' medical records. The scientific literature drawn from multiple sources establishes that moisture, mold and its associated particulates that contaminated at their home are able to cause the injuries sustained by Ms. Epps and her family.

The particulates include the toxins given off by many species of mold, called mycotoxins (please see the sheets attached to environmental reports (please see pages 9-10) of SEEML/Mr Brent Horton's report for a more comprehensive list of mycotoxins) as well as microbial volatile organic compounds (mVOCs) that account for the odor of mold. MVOCs include but are not limited to: alcohols, ketones, aldehydes, esters, carboxylic acids, lactones, terpenes, aromatic hydrocarbons, sulfur and nitrogen compounds.

## RESPIRATORY EFFECTS

Exposure to indoor mold and water damage has been associated in many studies with adverse respiratory effects including asthma, rhinitis/sinusitis, bronchitis, respiratory infections, and lung hemorrhage.

A number of reviews in the past 15 years have examined relationships between exposure to indoor mold, mycotoxins, water damage, and other organisms such as bacteria and health effects (Campbell et al., 2004; Curtis L, 2004; Fisk et al., 2010; Fung and Clark, 2004; Hope, 2013; Jaakkola et al., 2013; Meheust et al., 2014; Mendell et al., 2011; Nevalainen et al., 2015; Organization, 2009a; Pieckova, 2012; Quansah R, 2012; Sharpe et al., 2015; Straus, 2009; Thrasher and Crawley, 2009). Many of these reviews have emphasized the adverse respiratory health effects of indoor mold exposures, with one 2001 review examining 590 published papers describing the adverse respiratory health effects of indoor water-damage exposure (Bornehag et al., 2001).

Several large meta-analyses of multiple studies have reported that exposure to indoor mold, mycotoxins, water damage and other associated biological agents such as bacteria are associated with significantly higher rates of asthma (Gunnbjornsdottir et al., 2006; Quansah R, 2012; Sharpe et al., 2015; Tischer et al., 2011), rhinitis (Jaakkola et al., 2013), bronchitis (Fisk et al., 2010), and respiratory infections (Fisk et al., 2010). The Quansah et al. meta-analysis of 16 published studies (11 cohort and 5 incident case-control) found that significantly higher rates of asthma were related to dampness, visible mold, mold odor, and any mold or dampness exposure (Quansah R, 2012). In the Jaakkola et al. meta-analysis of 31 published studies, rhinitis was significantly related to mold odor, visible mold, and water damage (Jaakkola et al., 2013). The Fisk meta-analysis reports that exposure to dampness or visible mold is associated with a significantly higher risk of bronchitis (13 studies), and respiratory infections (Fisk et al., 2010).

A huge study of 16,910 young European adults reported that presence of damp housing was associated with significantly greater risk of reactive airway disease (Gunnbjornsdottir et al., 2006). A study of 39,782 Chinese children aged 3 to 6 years documented that visible mold or moisture in day care centers was associated with a significantly higher risk of the common cold (Norback et al., 2017). Another large meta-analysis of 57,009 children aged 6 to 12 years in Russia, United States, and 10 European nations reported that indoor exposure to visible mold was associated with a significantly greater risk of asthma (Antova et al., 2008). Visible home dampness was associated with significantly greater risk of physician diagnosed asthma in a large study of 10,851 Swedish children (Bornehag et al., 2005).

Mold is not the only indoor biohazard. It should be emphasized that water-damaged environments often contain much more than mold. These environments may often contain other potential allergy/ asthma triggers such as bacteria and their toxins, viruses, dust mites, insects or other allergenic animals (Thrasher and Crawley, 2009).

Mold DNA of 90 of 136 indoor mold species was found to be more common in the sputum samples of 30 asthmatic patients as compared to 13 controls (van Woerden et al., 2013). Mold and indoor dampness exposure have also been related to vocal cord dysfunction (Cummings et al., 2013). Exposure to *Aspergillus* and other mold is a trigger for allergic bronchopulmonary aspergillosis, fungal-related asthma, hypersensitivity pneumonitis, granulomatous lungs, and related disorders ( Erkinjuntti-Pekkanen et al., 1999; Ojanen et al., 1990; Sumi et al., 1994; Woolnough et al., 2015). Case studies were presented of 4 musicians (including a saxophone player, bassoon player, and 2 trombone players) who developed hypersensitivity pneumonitis after exposure to musical instruments contaminated with mold growth (Metersky et al., 2010; Metzger et al., 2010; Moller et al., 2017).

Indoor mold exposure is possibly the main trigger for chronic rhinosinusitis. Ponikau reported that 202 of 210 (96%) consecutive chronic rhinosinusitis surgical patients had positive nasal fungal cultures and in group of 101 consecutive surgical rhinosinusitis patients 97 (96%) had allergic mucin and 94 (93%) were diagnosed with chronic allergic fungal rhinosinusitis (Ponikau et al., 1999). On the other hand, some other published studies have reported lower percentages of culturable/ detectable mold in rhinosinusitis patients with levels as low as 5 to 36% in some studies (Hoyt et al., 2016; Mahdavinia et al., 2016; Netkovski and Shirgoska, 2012; Zhao et al., 2018). The important role of *Staphylococcus*, *Streptococcus* and other bacterial infections on causing rhinitis has also been described (Mahdavinia et al., 2016).

A study of 18 patients with CRS (chronic rhinosinusitis) and 15 controls reported that: 1) IgG levels to *Alternaria*, *Aspergillus*, *Cladosporium*, and *Penicillium* were all significantly higher in CRS patients as compared to controls 2) testing *Alternaria* extracts on peripheral blood mononuclear cells (PBMC) revealed that elevated interleukin 5 production was seen in 16/18 (89%) of CRS patients but 0/15 of controls ((Shin et al., 2004). Case reports were presented of 3 adult women exposed to water-damaged homes or schools who developed chronic rhinosinusitis who had measurable mycotoxin levels in surgically removed sinus tissue including macrocyclic trichothecenes, ochratoxins, and/or gliotoxins (Dennis and Thrasher, 2016; Dennis and Thrasher, 2017).

Some clinicians find that prescribing topical or systemic antifungals is useful for treating rhinosinusitis (Dennis et al., 2009). However, a meta-analysis of 6 studies with rhinosinusitis patients found that the use of topical or systemic anti fungal drugs had little effect on symptoms or endoscopic findings in rhinosinusitis patients (Sacks et al., 2012).

Indoor exposure to *Aspergillus* and other molds is a trigger for allergic bronchopulmonary aspergillosis, fungal related asthma, hypersensitivity pneumonitis, sarcoidosis, and related disorders (Greenberger et al., 2014; Tercelj et al., 2011; Woolnough et al., 2015).

## CHRONIC FATIGUE

Indoor mold and moisture exposure have been linked to chronic fatigue in several studies. Lieberman described that chronic fatigue was seen in 34 of 48 (71%) consecutive patients exposed to indoor mold (Curtis L, 2004), Rea stated that all 150 (100%) of a group of indoor mold exposed patients experienced chronic fatigue (Curtis L, 2004), Grant stated that 54% of 113 consecutive mold exposed patients had chronic fatigue (Grant, 2013) and Johanning published that chronic fatigue was seen in 50% of 151 consecutive indoor mold patients (Johanning, 1999). Gray reported that a group of 209 mold-exposed patients had significantly more fatigue than 28 unexposed (Gray et al., 2003). Auger et al. described 11 children and adults who developed chronic fatigue symptoms after living in water damaged housing (Auger et al., 1994).

A Maryland study documented chronic fatigue in 24 out of 26 (92%) of patients exposed to indoor water damage (Shoemaker and House, 2006). Dennis demonstrated that a cohort of 79 indoor mold-exposed patients with chronic sinusitis who were all reporting chronic fatigue (Dennis et al., 2009). Brewer detected one or more of 3 mycotoxins (aflatoxins, ochratoxins, and trichothecenes) in the urine of 104 of 112 (93%) chronic fatigue patients but 0 of 55 (0%) control subjects (Brewer et al., 2013). A large epidemiological study of 3,485 randomly selected Chinese adults reported that fatigue was significantly more common in subjects exposed to mold/ dampness on wall or ceiling or mold odor (Lu et al., 2016). A study of 1,460 Finnish adults described that exposure to a mold or water damaged home was associated with significantly greater rates of fatigue (Pirhonen et al., 1996). In addition, various neuropsychological studies of mold-exposed patients such as Kilburn (Kilburn, 2009b) and Gray (Gray et al., 2003) have confirmed significantly more fatigue among mold-exposed versus non-mold exposed patients. Thrasher et al. described a case of a family of 5 who developed chronic fatigue syndrome along with cognitive deficits after living in a mold damaged home with airborne levels of *Penicillium/Aspergillus* as high as 3,090,427 spores per cubic meter of air (Thrasher JD et al., 2014).

Many mycotoxins such as aflatoxins, ochratoxins, and trichothecenes are highly toxic to mitochondria. The results manifest in many ways including inhibition of protein synthesis, apoptosis, membrane damage, oxidative stress and disruption of respiratory oxidation (Arbillaga et al., 2007; Bhat et al., 1982; Bin-Umer et al., 2011; Bouaziz et al., 2009; Chaudhari et al., 2009; Kamp et al., 2005; Prabu et al., 2013; Rainbow et al., 1994; Rocha et al., 2005; Shamsuddin et al., 1987; Wei et al., 1985; Yang et al., 2012). Such mitochondrial damage would be expected to cause reduced energy production at the cellular level and chronic fatigue.

Several large meta-analyses of multiple studies have reported that exposure to indoor mold, mycotoxins, water damage and other associated biological agents such as bacteria are associated with significantly higher rates of rhinitis (Jaakkola et al., 2013), bronchitis (Fisk et al., 2010), and respiratory infections (Fisk et al., 2010).



A study of 18 patients with CRS and 15 controls reported that IgG levels to *Alternaria*, *Aspergillus*, *Cladosporium*, and *Penicillium* were all significantly higher in CRS patients as compared to controls. Case reports were presented of 3 adult women exposed to water-damaged homes or schools who developed chronic rhinosinusitis who had measurable mycotoxin levels in surgically removed sinus tissue including macrocyclic trichothecenes, ochratoxins, and/or gliotoxins (Dennis and Thrasher, 2016; Dennis and Thrasher, 2017).

## DECREASED COGNITION

A number of studies have correlated that heavy indoor exposure to molds with significant cognitive disruption. The most comprehensive research was Kilburn's 2009 study, that reported the scores on a battery of 26 neuropsychiatric tests were significantly more abnormal in a group of 105 mold-exposed adults as compared to 202 control adults (Kilburn, 2009b). Compared to the controls, the mold-exposed patients scored significantly more abnormal on tests of simple and choice reaction time, balance sway speed, blink reflex, color discrimination, grip strength, digit symbol, verbal memory, information, and picture completion. The mold-exposed patients also had significantly poorer scores on other neuropsychiatric tests including visual field performance, Culture Fair (IQ measure) and trail making (Kilburn, 2009b). The mold exposed patients tested for significantly more mental confusion, fatigue, and depression than controls on the profile of mood states (POMS) test (Kilburn, 2009b).

Gordon et al. studied 31 patients exposed to toxic mold along with 65 patients with mild traumatic brain injury (TBI), 26 patients with moderate TBI, and 47 patients with no disability (Gordon et al., 2004). Neuropsychological tests showed that the 31 mold-exposed patients had many significant deficits in memory, executive function, processing speed, and attention. The mold-exposed patients experienced significantly more symptoms than the controls, and had a similar level of symptoms as compared to the mild TBI patients (Gordon et al., 2004).

Gray et al. studied 209 adults who lived, worked, or studied in water-damaged buildings. Compared to 28 controls, the mold exposed patients had significantly higher levels of many neuropsychiatric health symptoms including chronic fatigue, headache, memory problems, dizziness and light headedness (Gray et al., 2003).

Crago et al. conducted clinical interviews, neuropsychological testing, and quantitative electroencephalogram (qEEG) on 182 adults with documented mold exposure (Crago et al., 2003). Among the 182 subjects, higher estimated mold exposure was associated with significantly higher depression and significantly impaired neurocognitive function, including tests of attention/ concentration, trail marking, and symbol search, and coding (Crago et al., 2003).

Baldo et al. performed neuropsychiatric tests on 10 mold-exposed patients and 10 controls. Compared to the controls and normative data, the 10 mold exposed patients scored

significantly worse on many tests of cognitive function including visuospatial learning, visuospatial memory, verbal learning, and psychomotor speed (Baldo et al., 2002).

Johanning and Landbergis reviewed 151 cases presented to an environmental and occupational clinic following indoor mold exposure (Johanning and P, 1999). Among the 151 subjects, 80% had at least one and 52% had three or more of the following neurological complaints: headaches, difficulty concentrating, fatigue, dizziness, and nervousness (Johanning E, et al, 1999).

Several uncontrolled case series have also suggested indoor mold exposure can cause long term neurological damage. Lieberman examined 48 heavily mold-exposed patients and reported that 32 (67%) had significant neurocognitive deficits such as memory and attention deficits (Curtis L, 2004). Rea et al.'s study of 150 heavily indoor mold-exposed patients found that 69 (46%) have significant loss of memory/ attention or other neuropsychiatric problems. Neuropsychiatric testing of 70 of the mold-exposed patients showed significant deficits in memory, executive function, and psychomotor problem solving as compared to controls. Fifty-seven percent of patients had mild to moderate neurocognitive dysfunction as measured on the Halstead-Reitan Battery. Forty-two percent demonstrated mild to severe impairment on the Comprehensive Neuropsychological screen (Rea et al., 2003).

An epidemiological study of 1,460 Finnish adults summarized that exposure to visible mold or water damage was associated with significantly greater risk of difficulties in concentration (Pirhonen et al., 1996). A Maryland study of 26 patients exposed to indoor water damage documented 85% had memory difficulties and 85% had problems in concentration (Shoemaker and House, 2006).

### **Improvements in Neurocognitive Function with Building Remediation**

Several studies have demonstrated significant improvements in neurocognitive function in indoor mold-exposed humans when the buildings they have been living, working, or studying in have been remediated for mold or water damage. After remediating the mold and moisture problems, 68% of the 151 cases of cognitive impairment reported a substantial improvement in symptoms (Johanning E et al, 1999). Sudakin reported that the rate of many neurological complaints in 33 workers declined significantly following remediation of a water damaged office building, including significant reductions in chronic fatigue (81.8% before and 27.3% after), headache (69.7% vs. 27.3%), difficulty concentrating (69.7% vs. 30.3%) and depression (45.5% vs 21.2%) (Sudakin, 1998). Ebbehøj described a water-damaged Danish office building with heavy surface growth of *Trichoderma*, *Phoma*, and *Fusarium* from which the 25 workers were experiencing sick building symptoms (Ebbehøj et al., 2002). Following extensive remediation, sick building symptoms fell significantly for irritated eyes (88% before and 12% after remediation), headache (80% before, 6% after), chronic fatigue (88% before, 6% after) and difficulty in concentration (56% before, 0% after) (Ebbehøj et al., 2002).



2) Did the injury actually occur and was it documented?

Numerous environmental reports document the presence of mold and high moisture content of the materials. In addition, the dramatic change in medical complaints after the 2017 water intrusion indicate a temporal relationship to the water-damaged home and worsening and chronicity of respiratory symptoms. The antibodies to the molds found in environmental reports correlate to Mr. Epps allergic testing and his LabCorp elevated mold antibodies,

3) Was there sufficient exposure to cause the injury?

The months spent in the house after the sewage overflows and water/saturated floor was more than sufficient to cause the injuries.

4) Are the sequelae of this injury still preset?

Yes. The fact is that Mr. Epps still gets more sinus headaches than before and appears to have become sensitized to molds found in water-damaged buildings.

5) Did the signs and symptoms of this injury actually begin after the exposure documenting a true or correct association?

Based on the medical records available, Ms. Epps states had not sought medical for at least a decade, other than a required physical for a professional license.

6) How strong an association is there (i.e., was more than one person affected)?

Mr. Epps' wife, Courtney Epps, had a recurrence of symptoms associated with water-damaged buildings after several years of no medical advice, and she and the children all tested positive for mold antibodies associated with their home environmental report.

7) Are there any other alternative causal explanations?

While there are alternative explanations for individual symptoms, it is the constellation of new onset symptoms, the exacerbation of earlier symptoms and shared antibodies and afflictions among all family members that points toward moisture, mold and particulates and the temporality (well-established) that the etiology of the rapid change in the family's health, correlates to the documented exposure to moisture, mold and particulates.

Given the temporality of the new onset of respiratory issues after the exposure, and attached medical timeline, as well as musculoskeletal, neurologic system (decreased cognition, etc.), chronic fatigue, and sinus headache, it is unlikely that there is an alternate cause.

## DISCUSSION

Ms. Epps and her husband, especially, have been impaired by the home exposures to moisture, mold and particulates as documented by at least four separate environmental inspections. The exposures have been well-documented by environmental testing accompanied by photographs of the water-damaged areas, and samples of the damaged areas, confirming extensive mold growth. Her biomarkers of exposure seen on the Lab Corp mold IgG blood tests, and objective (blinded to allergens) allergy testing validate that this illness was induced by a severe exposure to moisture, mold and particulates. These molds excrete mycotoxins and microbial volatile organic compounds that are known to be injurious to human health. The medical records after the water intrusions demonstrate a strong temporal association that the exposure to mold found in water-damaged buildings is causative.

## CONCLUSION

Using my experience in Environmental and Occupational Medicine to review the facts and timeline presented in Ms. Epps' history, the paucity of previous medical records, COEM's evaluations, tests and treatment, the environmental and building reports, the photographs of the water-damaged building as well as the relevant medical and environmental literature, it is my opinion, to a reasonable degree of medical certainty that most likely the primary cause of Ms. Epps' injury was the exposure to moisture, mold and particulates she was exposed to in her home that became water-damaged after the documented sewage back up and moisture damage. All medical opinions articulated by me in this report are to a reasonable degree of medical certainty.

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Bettina Herbert, MD, FAAPMR, NBPAS, DABOIM, IFMCP

Functional Medicine Associates, LLC  
 Bettina Herbert, MD  
 331 East Main Street, Ste 200  
 Rock Hill SC 29730  
 803-909-9348. FX 843-939-2627  
 October 14, 2019

Dear Mr. and Ms. Epps:

At your request I have summarized the issues and testing of several of your children below, after the exposure to the moisture, mold and particulates in the water-damaged building (a rental property located at 618 Garden Rose Court in Greer, South Carolina 29651). My conclusion, to a reasonable degree of medical certainty, is that exposure to moisture, mold and particulates at that water-damaged rental property is the primary cause of your family's current medical problems, and any increased severity of existing medical problems and ongoing hypersensitivity to any water-damaged structure.

**Sawyer Epps** DOB 1/21/2004: 9 visits to primary care, including diagnoses of conjunctivitis, rash and multiple diagnoses of sinusitis. With visual changes, he was referred to Southern Eye Associates on 6/26/2018 where he was diagnosed with unspecified corneal edema (corneal infiltrate centrally with edema). He was prescribed 2 very powerful antibiotics.

A CT of his head 5/15/2018 at St. Francis found a 17 mm polyp/cyst at base of left maxillary sinus with lesser but definitive findings in his right maxillary sinus. There were also multiple opacities consistent with chronic sinusitis. "Impression: bilateral paranasal sinus disease. Polyp/cyst in left maxillary sinus."

Dr. Yuko again writes in the medical record. "there was a rather strong exposure to mold last fall." (note dated 5/4/2018). On 7/18/2018 surgery was performed by Ronald Yuko MD for refractory chronic nasal obstruction and chronic rhinosinusitis.

COEM blinded allergy testing measuring wheals on the patient's arm indicated a negative response for the control, but positive reactions to *Hormodendrum (Cladosporium)* and a 24-hour delayed reaction to *Chaetomium*. In addition his testing from LabCorp dated 12/22/2018 indicated elevated levels of:

- IgG Penicillium 4.1 (normal range for all these molds is 0 – 1.9)
- IgG Cladosporium 3.8
- IgG Aspergillus 4.4
- IgG Curvularia 3.0

**Cooper Epps** DOB 4/5/2005: COEM notes indicate exposure to moisture mold and particulates at above mentioned rental home where the family lived. His symptoms included decreased concentration, rhinosinusitis, leg cramps and fatigue, among others. His blinded allergy testing at COEM indicated allergies to the following molds *Aspergillus*, *Curvularia* and *Penicillium*.

**Wells Hucks:** COEM notes indicate exposure to moisture, mold and particulates at above mentioned rental home where the family lived. Symptoms included stopped up nose and sneezing. Like others in the family, he felt better when out of the house, eg, on a cruise vacation, but felt worse when returned to the water-damaged building.

**Alexis Hucks:** DOB 1/31/1982. Blinded allergy testing at COEM showed no reaction to the control and positive allergic reactions to *Hormodendrum (Cladosporium)* and *Penicillium*.

**Lilli Hucks:** DOB 11/9/2012: COEM notes indicate exposure to moisture, mold and particulates at above mentioned rental home where the family lived. Symptoms included chronic cough, chronic rhinosinusitis, chronic laryngitis and fatigue. Blinded allergy testing at COEM showed no reaction to the control and positive allergic reactions to *Aspergillus*, *Hormodendrum (Cladosporium)*, the PEF mix (*pullalaria*, *epicoccum*, *fusarium*) and a delayed allergic reaction to the mix of *Hormodendrum*, *Alternaria*, *penicillium*).

## CONCLUSION

Using my experience in Environmental and Occupational Medicine to review the facts and timelines presented in the Epps/Hucks family's histories, the available medical records and tests (results all positive for molds found in water-damaged buildings), the dramatic and simultaneous deterioration of the family's health, COEM's evaluations, tests and treatment, the environmental and building reports, the photographs of the water-damaged building as well as the relevant medical and environmental literature, it is my opinion, to a reasonable degree of medical certainty that most likely primary cause of the Epps/Huck family's injuries was the exposure to moisture, mold and particulates they were exposed to in the aforementioned rental property, which became water-damaged after the documented sewage back up and moisture damage. All medical opinions articulated by me in this report are to a reasonable degree of medical certainty.

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Bettina Herbert, MD, FAAPMR, NBPAS, FABOIM, IFMCP

AFFIDAVIT OF COURTNEY W. EPPS

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT  
C.A. No. 2017-CP-42-04476

EQUINOX, LLC,

Plaintiff,

vs.

BRANDON EPPS & COURTNEY EPPS,

Defendants,

**AFFIDAVIT OF COURTNEY W. EPPS**

OUTSIDE THE BOX BUSINESS  
SOLUTIONS, LLC, and 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,

Third-Party Plaintiffs,

vs.

EQUINOX, LLC,

Third-Party Defendant.

COURTNEY W. EPPS, being duly sworn, deposes and says:

1. I am an adult citizen and resident of Spartanburg County, South Carolina, am competent to testify as to these matters, and make this affidavit on personal knowledge.
2. I have reviewed the facts alleged in the Amended Answer and Amended Counterclaim filed in this action, confirm that they are true, and incorporate those facts herein by reference.
3. I leased the premises at 618 Garden Rose Court, Greer, South Carolina 29651 (the "House") from Richard Dreskin ("Mr. Dreskin"), Managing Member of Equinox, LLC,

for the term of February 1, 2016 through January 31, 2017. A copy of the lease is attached hereto as Exhibit 1.

4. I signed a Lease Extension and Modification Agreement to the aforementioned lease effective October 1, 2017, for the term of October 1, 2017 through September 30, 2018. A copy of the Lease Extension and Modification Agreement is attached hereto as Exhibit 2.
5. I resided at the leased premises with my husband, Brandon Epps, and our six (6) children.
6. I run a small business, Out of the Box Business Solutions, LLC, from my home. I also home-school all six of my children. As a result, I spend the majority of my day working out of my home.
7. I first reached out to Mr. Dreskin regarding issues at the house on March 6, 2016, only weeks after moving in, to alert him to the broken bathtub, microwave, and refrigerator, and request each be repaired.
8. I again reached out to Mr. Dreskin regarding issues at the house on September 11, 2016, to alert him that the air conditioner on the ground level was not working, and request the same be repaired.
9. On September 28, 2016, I reached out to Mr. Dreskin in immediate need of a plumber. A spigot on the side of the house, specifically the same side of the house that experienced water intrusion issues, was exposed or otherwise uncapped. Mr. Dreskin placed a clamp on the end of the pipe, and requested we recheck the clamped pipe the following day.
10. I next reached out to Mr. Dreskin regarding issues at the house on December 5, 2016, to alert him that the septic tank had backed up into the basement of the house, and although plumbers were repairing the issue, additional cleanup was necessary to return the house to its prior condition. Although Mr. Dreskin replied that he would send a cleanup crew, the crew did not remove any of the urine-soaked property, resulting in a lingering stench.
11. I reached out to Mr. Dreskin regarding issues at the house on February 6, 2017, to notify him of several additional issues, including a malfunctioning stovetop and dripping faucet in the master bathroom. Notably, the dripping faucet was never addressed.
12. I again reached out to Mr. Dreskin regarding issues at the house on May 21, 2017, to alert him that the roof in the basement began leaking, and the water had soaked the carpet (the "First Leak"). I also alerted him to an additional issue in the closet where mold was present on the ceiling.
13. On June 4, 2017, I reached out to Mr. Dreskin to alert him that the wood floor in the



guest bathroom was raised and wet. Additionally, I expressed my concern about mold given that the downstairs had not yet been repaired, and the smell was growing worse. I reached out again on June 6, 2017, as the problem had not yet been addressed.

14. After an attempted repair, I again reached out to Mr. Dreskin regarding the mold on June 13, 2017. I explained that although his repairman had seemingly stopped the water intrusion, he did not clean up the moldy drywall, and the mold had therefore continued to grow, and the moisture and resulting smell were growing worse.
15. Notably, Mr. Dreskin did not send anyone to the house to identify the source of the water intrusion, only to repair the resulting damage. To my knowledge, from May 2017 through December 2017, Mr. Dreskin did not send anyone to the house to identify the source of the water intrusion.
16. I updated Mr. Dreskin as to the repair being done to the moldy drywall on June 15, 2017. I noted that the drywall being removed was black from the mold, and the repair spanned multiple days.
17. In September 2017, Mr. Dreskin approached me in regard to extending and modifying the existing lease. Mr. Dreskin informed me that failure to sign the Lease Extension and Modification Agreement would result in my family's eviction after five (5) days. As my family and I were preparing to leave town and would not be back within Mr. Dreskin's proposed timeline, I signed the Lease Extension and Modification Agreement. Given the size of our family, we could not find an alternative within Mr. Dreskin's five (5) day timeframe.
18. I began experiencing health problems which I attributed to the house and its mold and moisture issues in early 2017. Specifically, I suffered from vertigo, nausea, dizziness, vomiting, joint pain, ear ringing, and sinus pressure. The severity of my ailments confined me to bed for a period of four (4) weeks.
19. In October 2017, I explained the severity of my medical symptoms to Mr. Dreskin, and demanded that a mold inspector be sent to the house to test. I further noted that my symptoms could be explained by exposure to black mold. Rather than immediately address my concerns, Mr. Dreskin alleged that I was behind on my rent.
20. On October 13, 2017, my attorney at the time, Mr. Buergey, received a letter from Mr. Dreskin which alleged that my husband and I had overflowed a toilet and that the overflow had damaged the floor and caused the mold issue. Mr. Dreskin cited the lease in support of his allegation that interior plumbing was the responsibility of the tenant. Notably, Mr. Dreskin blamed me for the mold and damaged floor despite my multiple emails to him in prior months regarding the ongoing water intrusion issue and its impact on the bathroom floor and basement ceiling below.
21. The ongoing and unresolved nature of this water intrusion issue became apparent yet again on October 16, 2017, when I alerted Mr. Dreskin that the ceiling in the basement

was leaking yet again (the "Second Leak").

22. In early October 2017, after Mr. Dreskin failed to address or adequately inspect the mold, I hired a mold inspector, Brent Horton, a certified technician from Mold and Air Inspections, to test the house for moisture and mold. On October 17, 2017, I received lab reports from Brent Horton detailing the results of the tests he performed at the house in the preceding weeks. A copy of Brent Horton's affidavit detailing his inspections and findings is attached hereto as Exhibit 3.
23. Also on October 17, 2017, after receiving Brent Horton's report, I notified Mr. Dreskin that my family and I would be moving to a hotel to escape the unaddressed mold in the house.
24. By a letter from my attorney dated October 18, 2017, Mr. Dreskin was notified that my husband and I formally terminated our lease effective November 18, 2017, as necessitated by the ongoing and unresolved water intrusion and mold problem.
25. My husband, my children, and I thereafter lived in a series of hotels, incurring sizeable bills.
26. By the end of October 2017, my family and I had incurred living expenses and medical bills, including hotels costs, doctor visits, rented office space, and medications totaling \$42,071.58.
27. A home inventory completed by United Policyholders on October 29, 2017 itemized and recorded monetary values of all of the personal property in the house. Specifically, the value of all personal property in each room was totaled, and those values are provided below:
  - a. Kitchen: \$17,564.00
  - b. Master Bedroom: \$43,610.00
  - c. Children's Bedrooms: \$68,507.00
  - d. Bathroom: \$8,325.00
  - e. Dining Room: \$4,255.00
  - f. Living Room: \$12,060.00
  - g. Laundry Room: \$3,833.00
  - h. Garage: \$24,811.00
  - i. Man Cave/Basement: \$34,772.00
  - j. Office: \$21,567.00
  - k. Outdoor: \$1,685.00
  - l. Automobile: \$42,174.00
28. On October 30, 2017, I submitted a Freedom of Information Act Request to the City of Greer seeking any and all records wherein Mr. Dreskin stated that the house would remain unoccupied as a result of the mold. In response, I received a copy of the Violation Notice sent by the City of Greer to Mr. Dreskin on October 26, 2017, and his

affidavit guaranteeing that the house will not be leased, sold, or otherwise occupied until mold abatement is completed.

29. After leaving the house to escape the unabated mold, I later attempted to return and retrieve all of my family's belongings that had been left. Notably, per the City of Greer, I could not enter the house to retrieve anything until Mr. Dreskin treated the house for mold, as stated in the Violation Notice from the City of Greer. Consequently, Mr. Dreskin's failure to abate the mold situation meant that I could not collect my personal property. Mr. Dreskin, who accessed the house during this time, entered the house and sold all of my family's belongings before I could remove them from the house.
30. In total, the sum of all of my family's personal property in the house, as well as living and medical expenses incurred through October 2017 equates to \$354,484.60.
31. In the aftermath of Mr. Dreskin's actions, my family and I relocated and were left with no choice but to pay to replace all of the household and personal items sold by Mr. Dreskin. This is an ongoing, expensive, and time-consuming process.
32. I kept record of my rent payments to Mr. Dreskin using Zelle, a payment mechanism for Wells Fargo online banking. Specifically, I kept track of the amounts paid and due using the subject line for each payment: this alerted Mr. Dreskin to the amounts paid and due each month. A record of my Zelle payments is attached hereto as Exhibit 4.
33. I also reviewed Mr. Dreskin's statement of rent paid and due dated December 5, 2017. I agree with the majority of his calculations. However, subtracting the stated rent owed for the dates the house was condemned results in a far lesser amount owed than that alleged by Mr. Dreskin. Further, taking into account the hotel costs and related expenses incurred by my family during the time we could not occupy the house, any amount owed to Mr. Dreskin, if any, would be offset by the amount he owes my family and I.
34. I have attached communication with prior tenants of 618 Garden Rose Court, in which they confirm that the water intrusion and mold issues existed before we moved into the home. Mr. Dreskin did not inform us of those issues before entering into the leases or anytime thereafter.

This 5 day of October, 2019.

Courtney W Epps  
Courtney W. Epps

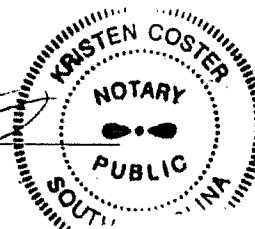
Spartanburg County, South Carolina

Sworn to and subscribed before me this day by Kristen Coster.

Date: Oct 15, 2019

(Official Seal)

Notary Public [Signature]



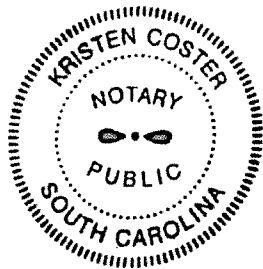
My commission expires: May 28, 2020  
**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the **AFFIDAVIT OF COURTNEY W. EPPS** was served upon the following counsel of record by facsimile and by depositing a copy thereof in the United States mail, postage prepaid and addressed as follows:

Adam C. Bach  
R. Hudson Smith  
Eller Tonnsen Bach, LLC  
1306 South Church Street  
Greenville, SC 29605  
Tel 864.236.5013  
Fax 864.312.4191  
*Attorneys for Plaintiff*

This the 15 day of Oct., 2019.

**JAMES McELROY & DIEHL, P.A.**



By:

Adam L. Horner (NC Bar #32732)  
525 N. Tyron Street, Suite 700  
Charlotte, NC 28202  
Tel 704.372.9870  
Fax 704.333.5508  
*Attorney for Defendants*

**WELLS FARGO**EVERYDAY  
CHECKING

...4640

\$583.43  
Available balance

## Activity Summary

## Current posted balance

## Pending withdrawals/debits

## Pending deposits/credits

## Available balance

## Monthly Service Fee Summary

\$696.26

-\$462.83

+\$350.00

**\$583.43****Activity**First  
Previous  
Next

| Date                                                                         | Description | Deposits/Credits | Withdrawals/Debits |
|------------------------------------------------------------------------------|-------------|------------------|--------------------|
| <b>Pending Transactions</b> Note: Debit card transaction amounts may change. |             |                  |                    |
| No pending transactions meet your search criteria. Please try again.         |             |                  |                    |

**Posted Transactions**

|          |                                                                                                 |          |            |
|----------|-------------------------------------------------------------------------------------------------|----------|------------|
| 10/10/17 | TRANSFER TO BRODWATER WHITNEY ON 10/07<br>REF #PP03TM83J4 38 HOURS                              |          | \$402.64   |
| 10/03/17 | TRANSFER TO DRESKIN RICK ON 10/03 REF<br>#PP03T6FW68 1/2 OF SEPT                                |          | \$1,220.00 |
| 09/29/17 | TRANSFER TO BRODWATER WHITNEY ON 09/29<br>REF #PP03SRKTVM 40 HRS                                |          | \$421.11   |
| 09/28/17 | TRANSFER TO BRODWATER WHITNEY ON 09/28<br>REF #PP03SLZ7BV WALMART FOR BINDERS AND<br>HOLE PUNCH |          | \$20.00    |
| 09/28/17 | TRANSFER FROM HANNAH JESSICA ON 09/28 REF<br># PP03SM4VJM 14 16 17 TAX                          | \$375.00 |            |
| 09/25/17 | TRANSFER TO BRODWATER WHITNEY ON 09/25<br>REF #PP03SCYKSV XXXXXX4460                            |          | \$0.50     |
| 09/14/17 | TRANSFER TO DRESKIN RICK ON 09/14 REF<br>#PP03RCBBWW REMAINDER OF SEPT                          |          | \$1,100.00 |
| 08/30/17 | TRANSFER TO DRESKIN RICK REF #PP03PY2P8M<br>PAID IN FULL FOR AUG                                |          | \$200.00   |
| 08/21/17 | TRANSFER TO DRESKIN RICK ON 08/20 REF<br>#PPEV623X3K \$200 REMAINING FOR AUG                    |          | \$500.00   |
| 08/21/17 | TRANSFER TO DRESKIN RICK ON 08/19 REF<br>#PPE8RQ2SR5 750 REMAINING FOR AUG                      |          | \$1,500.00 |

10/11/2017

Wells Fargo

ELECTRONICALLY FILED - 2019 Oct 16 8:33 AM - SPARTANBURG - COMMON PLEAS - CASE#2017CP4204476

| Date          | Description                                                                       | Deposits/Credits | Withdrawals/Debits |
|---------------|-----------------------------------------------------------------------------------|------------------|--------------------|
| 07/31/17      | TRANSFER TO DRESKIN RICK ON 07/29 REF #PPEGKR68NY REMAINING BALANCE FOR JULY      |                  | \$700.00           |
| 07/24/17      | TRANSFER TO DRESKIN RICK ON 07/22 REF #PPE8RMMJMX REMAINING 700 FOR JULY          |                  | \$800.00           |
| 07/07/17      | TRANSFER TO DRESKIN RICK ON 07/07 REF #PPENCSCBST 100 JUNE PD OWE 1500 FOR JULY   |                  | \$800.00           |
| 07/03/17      | TRANSFER TO DRESKIN RICK REF #PPE2YGXXJR DUE \$100 FOR JUNE RENT.                 |                  | \$1,100.00         |
| 06/19/17      | TRANSFER TO DRESKIN RICK ON 06/17 REF #PPEY2W7S3X JUNE RENT DUE 1200              |                  | \$1,000.00         |
| 05/26/17      | TRANSFER TO DRESKIN RICK ON 05/26 REF #PPE8RGPXQX FINAL PAYMENT FOR MAY           |                  | \$425.00           |
| 05/24/17      | TRANSFER TO DRESKIN RICK ON 05/24 REF #PPEV5RJNWZ REMAINING 425                   |                  | \$625.00           |
| 05/08/17      | TRANSFER TO DRESKIN RICK REF #PPE2YB7LSR MAY REMAINING RENT 1050                  |                  | \$650.00           |
| 05/03/17      | TRANSFER TO DRESKIN RICK REF #PPE5VC8HRS 250 TOWARDS APRIL 500 OF MAY REMAIN 1700 |                  | \$750.00           |
| 04/28/17      | TRANSFER TO DRESKIN RICK ON 04/28 REF #PPEY2QSX5C REMAINING 200 FOR APRIL 2017    |                  | \$500.00           |
| 04/17/17      | TRANSFER TO DRESKIN RICK REF #PPENCK9RYY APRIL REMAINING 700 AFTER THIS PAYMENT   |                  | \$750.00           |
| 04/17/17      | TRANSFER TO DRESKIN RICK REF #PPE5V9VX4J APRIL 1450.00 REMAINING AFTER PAYMENT    |                  | \$750.00           |
| 04/13/17      | TRANSFER TO DRESKIN RICK REF #PPECNDGJMK RENT REMAINING FOR MARCH                 |                  | \$750.00           |
| 03/27/17      | TRANSFER TO DRESKIN RICK REF #PPEY2MXJMT BALANCE OWED \$750                       |                  | \$1,250.00         |
| 03/10/17      | TRANSFER TO DRESKIN RICK REF #PPEY2LKQRY RENT REMAINING 2000                      |                  | \$578.00           |
| 03/03/17      | TRANSFER TO DRESKIN RICK REF #PPEGKBBTD3 RENT REMAINDER NOW 2578.48               |                  | \$1,500.00         |
| 03/02/17      | TRANSFER TO DRESKIN RICK REF #PPECN8SHQQ FEB RENT REMAINING BALANCE 700           |                  | \$1,500.00         |
| <b>Totals</b> |                                                                                   | <b>\$375.00</b>  | <b>\$19,792.25</b> |

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Next

### \*Account Disclosures

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

 Equal Housing Lender

**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          |
| 2016-02-01 | --- 618 Garden Rose Rent \$2,200.00     |           |                   |
| 2016-02-02 | GENJRNL Security deposit owens and epps | 2,200.00  | 4,400.00          |
| 2016-03-01 | PMT #1013.                              | -4,400.00 | 0.00              |
|            | March rent                              | 2,200.00  | 2,200.00          |
| 2016-03-07 | --- 618 Garden Rose Rent \$2,200.00     |           |                   |
| 2016-04-01 | PMT #BBT cert.                          | -2,200.00 | 0.00              |
|            | --- 618 Garden Rose Rent \$2,200.00     | 2,200.00  | 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          |
| 2016-05-06 | --- 618 Garden Rose Rent \$2,200.00     |           |                   |
| 2016-06-01 | PMT #5076.                              | -2,200.00 | 30.00             |
|            | --- 618 Garden Rose Rent \$2,200.00     | 2,200.00  | 2,230.00          |
| 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          |
| 2016-07-05 | --- 618 Garden Rose Rent \$2,200.00     |           |                   |
|            | PMT #5033.                              | -1,800.00 | 430.00            |
|            |                                         |           | <b>AMOUNT DUE</b> |
|            |                                         |           | \$9,007.83        |

Phone #

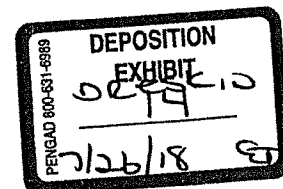
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rick@equinox-llc.com

Page 1

-1119-





**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 | --- 618 Garden Rose Rent \$2,200.00                                                                                                                                      | 2,200.00  | 2,230.00          |
| 2016-08-08 | PMT #5036.                                                                                                                                                               | -2,200.00 | 30.00             |
| 2016-08-11 | INV #624.<br>Returned NSF payment<br>--- Bad Check Chg \$24.00<br>--- NSF check \$2,200.00<br>--- 618 Garden Rose Rent \$50.00<br>--- Wells charge for NSF check \$12.00 | 2,286.00  | 2,316.00          |
| 2016-08-12 | PMT                                                                                                                                                                      | -2,200.00 | 116.00            |
| 2016-09-01 | Sept<br>--- 618 Garden Rose Rent \$2,200.00                                                                                                                              | 2,200.00  | 2,316.00          |
| 2016-09-06 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                                                                               | 50.00     | 2,366.00          |
| 2016-09-11 | Late 2<br>--- 618 Garden Rose Rent \$50.00                                                                                                                               | 50.00     | 2,416.00          |
| 2016-09-13 | PMT #5086.                                                                                                                                                               | -500.00   | 1,916.00          |
| 2016-09-13 | PMT #1003.                                                                                                                                                               | -1,800.00 | 116.00            |
| 2016-10-01 | --- 618 Garden Rose Rent \$2,200.00                                                                                                                                      | 2,200.00  | 2,316.00          |
| 2016-10-06 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                                                                               | 50.00     | 2,366.00          |
| 2016-10-11 | Late 2<br>--- 618 Garden Rose Rent \$50.00                                                                                                                               | 50.00     | 2,416.00          |
| 2016-10-16 | PMT #5056.                                                                                                                                                               | -2,250.00 | 166.00            |
|            |                                                                                                                                                                          |           | <b>AMOUNT DUE</b> |
|            |                                                                                                                                                                          |           | <b>\$9,007.83</b> |

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**Equinox, LLC**

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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      |           |            |
|            | LATE 1                               | 50.00     | 2,416.00   |
|            | ---                                  |           |            |
| 2016-11-11 | 618 Garden Rose Rent \$50.00         |           |            |
|            | Late 2                               | 50.00     | 2,466.00   |
|            | ---                                  |           |            |
| 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      |           |            |
|            | Interest on 11/1 balance             | 35.49     | 4,701.49   |
|            | ---                                  |           |            |
| 2016-12-06 | 618 Garden Rose Rent \$35.49         |           |            |
|            | Late 1                               | 50.00     | 4,751.49   |
|            | ---                                  |           |            |
| 2016-12-08 | 618 Garden Rose Rent \$50.00         |           |            |
| 2016-12-28 | PMT #5057.                           | -1,100.00 | 3,651.49   |
| 2017-01-01 | PMT #5049.                           | -550.00   | 3,101.49   |
|            | ---                                  | 2,200.00  | 5,301.49   |
| 2017-01-01 | 618 Garden Rose Rent \$2,200.00      |           |            |
|            | Interest on balance 12/1/16          | 70.52     | 5,372.01   |
|            | ---                                  |           |            |
| 2017-01-02 | 618 Garden Rose Rent \$70.52         |           |            |
|            | CREDMEM #636.                        | -800.00   | 4,572.01   |
|            | Discount for sewer lift pump failure |           |            |
|            | ---                                  |           |            |
| 2017-01-03 | 618 Garden Rose Rent \$-800.00       |           |            |
| 2017-01-06 | PMT                                  | -550.00   | 4,022.01   |
|            | Late 1                               | 50.00     | 4,072.01   |
|            | ---                                  |           |            |
|            | 618 Garden Rose Rent \$50.00         |           |            |
|            |                                      |           | 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           |
|------------|--------------------------------------------------------------------------------------------------------------|-----------|-------------------|
| 2017-01-11 | Late 2<br>--- 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 | --- 618 Garden Rose Rent \$2,200.00                                                                          | 2,200.00  | 3,822.01          |
| 2017-02-01 | Interest on balance 2/1<br>--- 618 Garden Rose Rent \$45.33                                                  | 45.33     | 3,867.34          |
| 2017-02-03 | INV #647.<br>NSF check<br>--- NSF check \$1,400.00<br>--- Bad Check Chg \$12.00<br>--- 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 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                   | 50.00     | 3,959.34          |
| 2017-02-11 | Late 2<br>--- 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<br>--- 618 Garden Rose Rent \$43.64                                                  | 43.64     | 5,152.98          |
| 2017-03-01 | PMT #5102.                                                                                                   | -1,100.00 | 4,052.98          |
|            |                                                                                                              |           | <b>AMOUNT DUE</b> |
|            |                                                                                                              |           | <b>\$9,007.83</b> |

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**Equinox, LLC**

214 Oak Meadow Drive  
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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           |
|------------|--------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|
| 2017-03-02 | INV #654.<br>NSF check 618 Garden Rose<br>--- NSF check \$1,100.00<br>--- NSF check \$12.00<br>--- Bad Check Chg \$30.00 | 1,142.00  | 5,194.98          |
| 2017-03-04 | PMT #surepay. REF # PPEGKBBTD3 RENT REMAINDER NOW<br>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<br>--- 618 Garden Rose Rent \$77.93                                                             | 77.93     | 4,144.91          |
| 2017-04-05 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                               | 50.00     | 4,194.91          |
| 2017-04-10 | late 2<br>--- 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<br>--- 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          |
|            |                                                                                                                          |           | <b>AMOUNT DUE</b> |
|            |                                                                                                                          |           | <b>\$9,007.83</b> |

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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           |
|------------|-------------------------------------|-----------|-------------------|
| 2017-05-24 | 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 | Interest on balance 5/31/2017       | 19.13     | 3,493.97          |
|            | --- 618 Garden Rose Rent \$19.13    |           |                   |
| 2017-06-06 | Late 1                              | 50.00     | 3,543.97          |
|            | --- 618 Garden Rose Rent \$50.00    |           |                   |
| 2017-06-11 | Late 2                              | 50.00     | 3,593.97          |
|            | --- 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 | 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    |           |                   |
|            |                                     |           | <b>AMOUNT DUE</b> |
|            |                                     |           | <b>\$9,007.83</b> |

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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  |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|
| 2017-08-07 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                                   | 50.00     | 3,738.24 |
| 2017-08-11 | Late 2<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                                   | 50.00     | 3,788.24 |
| 2017-08-11 | Interest on balance on 7/31<br>--- 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.<br>sewer lift pump service call<br>--- Clean grease build up in sewer lift pump \$306.00<br>---<br>--- Plumber says you are putting grease down the drain causing<br>problem with sewer lift pump. | 306.00    | 1,915.74 |
| 2017-09-01 | Sept<br>--- 618 Garden Rose Rent \$2,200.00                                                                                                                                                                  | 2,200.00  | 4,115.74 |
| 2017-09-01 | Interest n blance on 8/31<br>--- 618 Garden Rose Rent \$24.15                                                                                                                                                | 24.15     | 4,139.89 |
| 2017-09-06 | Late 1<br>--- 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

Phone #

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E-mail

rick@equinox-llc.com

**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           |
|------------|-----------------------------------------|-----------|-------------------|
| 2017-10-01 | 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.                               |           |                   |
|            | Filing fees for eviction and complaint  | 120.00    | 3,480.99          |
|            | == 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          |
|            |                                         |           | <b>AMOUNT DUE</b> |
|            |                                         |           | <b>\$9,007.83</b> |

Phone #

(864) 458-8521

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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<br>--- 618 Garden Rose Rent \$93.26                                                                                                           | 93.26     | 8,750.47   |
| 2017-12-06 | Late 1<br>--- 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<br>charged after this charge only pre judgment interest from here.<br>--- 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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STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL COURT  
CIVIL CASE NO.: 2017-CP-42-04476

EQUINOX, LLC,

Plaintiff,

vs.

BRANDON EPPS & COURTNEY EPPS,

Defendants.

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,

Third-Party Plaintiffs,

vs.

RICHARD B. DRESKIN,

Third-Party Defendant.

**AFFIDAVIT OF  
RICHARD B. FENNELL**

Richard B. Fennell, being first duly sworn, deposes and says that:

1. I am an attorney licensed to practice law in the State of South Carolina, and my law firm serves as counsel of record in this action for the Defendants/Third-Party Plaintiffs Brandon and Courtney Epps, individually and as Next of Friends of Alexis Marion Hucks, Adrienne Belle Hucks, Wells Skipper Hucks, Sawyer Lane Epps, Cooper Wade Epps, and Lili Madelyn Epps ("the Epps").
2. I make this affidavit on personal knowledge and in support of the Epps' Motion for Partial Summary Judgment.
3. Attached hereto as Exhibit A is a true and accurate copy of Exhibit 5 to the Deposition



of Richard B. Dreskin, the October 26, 2017 Violation Notice from the City of Greer, SC to Equinox, LLC.

4. Attached hereto as Exhibit B is a true and accurate copy of Exhibit 6 to the Deposition of Richard B. Dreskin, the October 26, 2017 Affidavit of Richard B. Dreskin.

5. Attached hereto as Exhibit C is a true and accurate copy of Exhibit 14 to the Deposition of Richard B. Dreskin, the December 5, 2017 Statement from Equinox, LLC to the Epps.

6. Attached hereto as Exhibit D is a true and accurate copy of excerpts from the July 26, 2018 deposition of Richard B. Dreskin.

7. Attached hereto as Exhibit E is a true and accurate copy of the Lease Agreement between the parties, dated February 1, 2016.

8. Attached hereto as Exhibit F is a true and accurate copy of the Lease Extension and Modification Agreement between the parties, effective October 1, 2017.

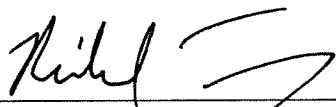
9. Attached hereto as Exhibit G is a true and accurate copy of Exhibit 1 to the Deposition of Richard B. Dreskin, the October 12, 2017 letter from counsel for the Epps to Equinox, LLC.

10. Attached hereto as Exhibit H is a true and accurate copy of the October 18, 2017 letter from counsel for the Epps to Equinox, LLC.

11. Attached hereto as Exhibit I is a true and accurate copy of Exhibit 2 to the Deposition of Richard B. Dreskin, the October 25, 2017 letter from counsel for the Epps to Equinox, LLC.

Further affiant sayeth not.

This the 26th day of January, 2021.

  
Richard B. Fennell

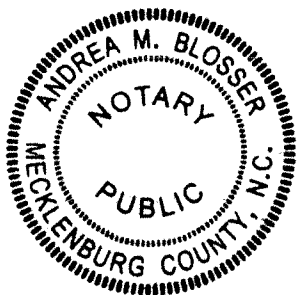
Mecklenburg County, North Carolina

Sworn to and subscribed before me this day by **Richard B. Fennell**.

Date: 01/26/2021

(Official Seal)

  
Andrea M. Blosser, Notary Public  
My commission expires: May 22, 2024



**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing **AFFIDAVIT OF RICHARD B. FENNELL** was filed with the Court using the electronic filing system, which will transmit notification of such filing, constituting service thereof, to Plaintiff's and Third-Party Defendant's counsel of record as follows:

Adam C. Bach  
 R. Hudson Smith  
 Eller Tonnsen Bach, LLC  
 1306 South Church Street  
 Greenville, SC 29605  
 Tel 864.236.5013  
 Fax 864.312.4191  
*Attorneys for Plaintiff Equinox, LLC and  
 Third-Party Defendant Richard B. Dreskin*

This the 26<sup>th</sup> day of January, 2021.

**JAMES, MCELROY AND DIEHL, P.A.**

By: s/ Richard B. Fennell  
 Richard B. Fennell  
 Jennifer M. Houti  
 Alexandra B. Bachman  
 525 North Tryon, Suite 700  
 Charlotte, NC 28202  
 Telephone: 704-372-9870  
 Email: [rfennell@jmdlaw.com](mailto:rfennell@jmdlaw.com);  
[jhouti@jmdlaw.com](mailto:jhouti@jmdlaw.com);  
[abachman@jmdlaw.com](mailto:abachman@jmdlaw.com)  
*Attorneys for Defendants and Third-Party  
 Plaintiffs*

EXHIBIT A



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

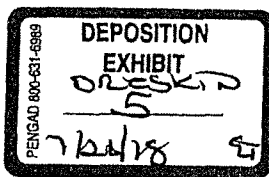


EXHIBIT B

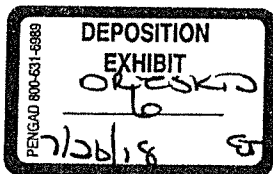
|                         |   |           |
|-------------------------|---|-----------|
| STATE OF SOUTH CAROLINA | ) |           |
|                         | ) |           |
| COUNTY OF Greenville    | ) |           |
| Equinox, LLC            | ) |           |
| 214 Oak Meadow Dr       | ) |           |
|                         | ) | AFFIDAVIT |
|                         | ) |           |
| Simpsonville, SC 29681  | ) |           |
|                         | ) |           |
| 864-458-8521            | ) |           |
|                         | ) |           |
|                         | ) |           |

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 26<sup>th</sup>  
 DAY OF October, 20 17  
[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



# EXHIBIT C

## 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

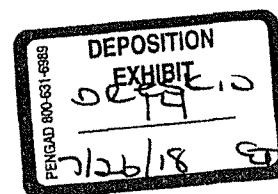
| DATE       | DESCRIPTION                             | AMOUNT    | BALANCE    |
|------------|-----------------------------------------|-----------|------------|
| 2016-01-31 | Balance forward                         |           | 0.00       |
| 2016-02-01 | 618 Garden Rose-                        |           |            |
|            | Epps and Owens                          | 2,200.00  | 2,200.00   |
| 2016-02-01 | --- 618 Garden Rose Rent \$2,200.00     |           |            |
| 2016-02-02 | GENJRNL Security deposit owens and epps | 2,200.00  | 4,400.00   |
| 2016-03-01 | PMT #1013.                              | -4,400.00 | 0.00       |
|            | March rent                              | 2,200.00  | 2,200.00   |
| 2016-03-07 | --- 618 Garden Rose Rent \$2,200.00     |           |            |
| 2016-04-01 | PMT #BBT cert.                          | -2,200.00 | 0.00       |
|            | --- 618 Garden Rose Rent \$2,200.00     | 2,200.00  | 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   |
| 2016-05-06 | --- 618 Garden Rose Rent \$2,200.00     |           |            |
| 2016-06-01 | PMT #5076.                              | -2,200.00 | 30.00      |
|            | --- 618 Garden Rose Rent \$2,200.00     | 2,200.00  | 2,230.00   |
| 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   |
| 2016-07-05 | --- 618 Garden Rose Rent \$2,200.00     |           |            |
|            | PMT #5033.                              | -1,800.00 | 430.00     |
| AMOUNT DUE |                                         |           | \$9,007.83 |

Phone #

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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           |
|------------|----------------------------------------|-----------|-------------------|
| 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 |                                        | 2,200.00  | 2,316.00          |
|            | Sept                                   |           |                   |
|            | --- 618 Garden Rose Rent \$2,200.00    |           |                   |
| 2016-09-06 |                                        | 50.00     | 2,366.00          |
|            | Late 1                                 |           |                   |
|            | --- 618 Garden Rose Rent \$50.00       |           |                   |
| 2016-09-11 |                                        | 50.00     | 2,416.00          |
|            | Late 2                                 |           |                   |
|            | --- 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 |                                        | 50.00     | 2,366.00          |
|            | Late 1                                 |           |                   |
|            | --- 618 Garden Rose Rent \$50.00       |           |                   |
| 2016-10-11 |                                        | 50.00     | 2,416.00          |
|            | Late 2                                 |           |                   |
|            | --- 618 Garden Rose Rent \$50.00       |           |                   |
| 2016-10-16 | PMT #5056.                             | -2,250.00 | 166.00            |
|            |                                        |           | <b>AMOUNT DUE</b> |
|            |                                        |           | \$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           |
|------------|---------------------------------------------------------------------------------------------|-----------|-------------------|
| 2016-11-01 | --- 618 Garden Rose Rent \$2,200.00                                                         | 2,200.00  | 2,366.00          |
| 2016-11-06 | LATE 1<br>--- 618 Garden Rose Rent \$50.00                                                  | 50.00     | 2,416.00          |
| 2016-11-11 | Late 2<br>--- 618 Garden Rose Rent \$50.00                                                  | 50.00     | 2,466.00          |
| 2016-12-01 | --- 618 Garden Rose Rent \$2,200.00                                                         | 2,200.00  | 4,666.00          |
| 2016-12-01 | Interest on 11/1 balance<br>--- 618 Garden Rose Rent \$35.49                                | 35.49     | 4,701.49          |
| 2016-12-06 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                  | 50.00     | 4,751.49          |
| 2016-12-08 | PMT #5057.                                                                                  | -1,100.00 | 3,651.49          |
| 2016-12-28 | PMT #5049.                                                                                  | -550.00   | 3,101.49          |
| 2017-01-01 | --- 618 Garden Rose Rent \$2,200.00                                                         | 2,200.00  | 5,301.49          |
| 2017-01-01 | Interest on balance 12/1/16<br>--- 618 Garden Rose Rent \$70.52                             | 70.52     | 5,372.01          |
| 2017-01-02 | CREDMEM #636.<br>Discount for sewer lift pump failure<br>--- 618 Garden Rose Rent \$-800.00 | -800.00   | 4,572.01          |
| 2017-01-03 | PMT                                                                                         | -550.00   | 4,022.01          |
| 2017-01-06 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                  | 50.00     | 4,072.01          |
|            |                                                                                             |           | <b>AMOUNT DUE</b> |
|            |                                                                                             |           | \$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           |
|------------|-------------------------------------------------------------|-----------|-------------------|
| 2017-01-11 | Late 2<br>--- 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 |                                                             | 45.33     | 3,867.34          |
|            | Interest on balance 2/1<br>--- 618 Garden Rose Rent \$45.33 |           |                   |
| 2017-02-03 | INV #647.                                                   | 1,442.00  | 5,309.34          |
|            | NSF check<br>--- 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          |
| 2017-02-05 |                                                             | 50.00     | 3,959.34          |
|            | Late 1<br>--- 618 Garden Rose Rent \$50.00                  |           |                   |
| 2017-02-11 |                                                             | 50.00     | 4,009.34          |
|            | Late 2<br>--- 618 Garden Rose Rent \$50.00                  |           |                   |
| 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 |                                                             | 43.64     | 5,152.98          |
|            | Interest on balance 3/1<br>--- 618 Garden Rose Rent \$43.64 |           |                   |
| 2017-03-01 | PMT #5102.                                                  | -1,100.00 | 4,052.98          |
|            |                                                             |           | <b>AMOUNT DUE</b> |
|            |                                                             |           | \$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           |
|------------|--------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|
| 2017-03-02 | INV #654.<br>NSF check 618 Garden Rose<br>--- NSF check \$1,100.00<br>--- NSF check \$12.00<br>--- Bad Check Chg \$30.00 | 1,142.00  | 5,194.98          |
| 2017-03-04 | PMT #surepay. REF # PPEGKBBTD3 RENT REMAINDER NOW<br>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<br>--- 618 Garden Rose Rent \$77.93                                                             | 77.93     | 4,144.91          |
| 2017-04-05 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                               | 50.00     | 4,194.91          |
| 2017-04-10 | late 2<br>--- 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<br>--- 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          |
|            |                                                                                                                          |           | <b>AMOUNT DUE</b> |
|            |                                                                                                                          |           | <b>\$9,007.83</b> |

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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    |
|------------|-------------------------------------|-----------|------------|
| 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 |

Phone #

(864) 458-8521

E-mail

rick@equinox-llc.com

**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    |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|
| 2017-08-07 | Late 1<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                                   | 50.00     | 3,738.24   |
| 2017-08-11 | Late 2<br>--- 618 Garden Rose Rent \$50.00                                                                                                                                                                   | 50.00     | 3,788.24   |
| 2017-08-11 | Interest on balance on 7/31<br>--- 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.<br>sewer lift pump service call<br>--- Clean grease build up in sewer lift pump \$306.00<br>---<br>--- Plumber says you are putting grease down the drain causing<br>problem with sewer lift pump. | 306.00    | 1,915.74   |
| 2017-09-01 | Sept<br>--- 618 Garden Rose Rent \$2,200.00                                                                                                                                                                  | 2,200.00  | 4,115.74   |
| 2017-09-01 | Interest n blance on 8/31<br>--- 618 Garden Rose Rent \$24.15                                                                                                                                                | 24.15     | 4,139.89   |
| 2017-09-06 | Late 1<br>--- 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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**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           |
|------------|-----------------------------------------|-----------|-------------------|
| 2017-10-01 | 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 |                                         | 2,440.00  | 5,920.99          |
|            | --- 618 Garden Rose Rent \$2,440.00     |           |                   |
| 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 |                                         | 2,440.00  | 8,657.21          |
|            | --- 618 Garden Rose Rent \$2,440.00     |           |                   |
|            |                                         |           | <b>AMOUNT DUE</b> |
|            |                                         |           | \$9,007.83        |

Phone #

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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<br>--- 618 Garden Rose Rent \$93.26                                                                                                           | 93.26     | 8,750.47   |
| 2017-12-06 | Late 1<br>--- 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<br>charged after this charge only pre judgment interest from here.<br>--- 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 |

Phone #

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E-mail

rick@equinox-llc.com

EXHIBIT D

Original

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

Richard Dreskin

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           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.    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

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

Richard Dreskin

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?

Richard Dreskin

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.



Richard Dreskin

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

**EXHIBIT E**

|                                              |                      |
|----------------------------------------------|----------------------|
| <b>Landlord:</b>                             |                      |
| Equinox, LLC                                 | Phone: 864.458.8521  |
| 214 Oak Meadow Dr.<br>Simpsonville, SC 29681 | Fax: 864.551.2393    |
|                                              | rick@equinox-llc.com |
| <b>Property Management:</b>                  |                      |
|                                              | Phone (864)          |
|                                              | Fax (864)            |
|                                              |                      |
|                                              |                      |

**LEASE AGREEMENT****STATE OF SOUTH CAROLINA****COUNTY OF GREENVILLE**

This Agreement of Lease, made and entered into this day of, by, and between **Equinox, LLC AND/OR Assigns**, Lessor (hereinafter for convenience called Landlord), and

**Kathy Owens and Courtney W. Epps**

Lessee, (hereinafter for convenience called Tenant(s) and/or Co-signer).

It is expressly understood that this agreement is between the Landlord and each signatory individually and severally. In the event of default by one signatory, each and every remaining signatory shall be responsible for timely payment of rent and other provisions of their agreement. Only persons designated on the lease application shall occupy premises.

Approved Occupants:

**WITNESSETH:**

- 1. LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
- 2. DESCRIPTION AND TERMS:** Landlord, in consideration of the rent received herein to be paid by said Tenant(s) and of other covenants, agreements, and conditions hereinafter contained to be kept, performed and observed by said Tenant, does hereby let and lease unto said Tenant the premises known as:

**618 Garden Rose Ct Greer, SC 29651**

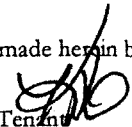
To be used and occupied by said Tenant as a residence, and for no other purpose, for the term:

Beginning      **February 1<sup>st</sup>, 2016**

Ending          **January 31<sup>st</sup>, 2017**

If lease for a portion of a month at beginning or end of lease, lease is prorated for the number of days from lease signing to end of month and from beginning of month to termination.

- 3. RENT:** Tenant, in consideration of the use of the premises and of the covenants and agreements made herein by

Tenant  

the Landlord, leases said premises and does hereby promise to pay Equinox, LLC or authorized agent of Landlord, as a rental, the monthly rent of: \$2200 in lawful money of the United States payable as follows: Rent is due in advance ON THE FIRST DAY OF EACH MONTH ("Rental Due Date"). A late charge of \$50 will be charged after the 5th day following. On the 10th day following, an additional \$50 late fee will be charged on any rent that has not been paid. Rent shall be paid at the office of Equinox, LLC at the address given above or at a different address as may be provided. The burden of proof of payment shall be upon the Tenant. The Tenant shall have the responsibility of delivering the payment in a timely fashion. It shall be no excuse that a payment is lost or delayed in the mail or otherwise delayed without fault by the tenant, and in any such situation the late fee shall apply. Upon the failure by the Tenant to make any payment or rent when it is due, or if the Tenant should breach any other covenant(s), agreement(s), or condition(s) herein contained, the Landlord shall have the right to begin legal eviction proceedings through the Magistrate Court and to take appropriate legal steps to collect all sums due from Tenant(s). Any rent or late fees that remain unpaid shall accrue interest at the rate of 1.5% of the unpaid balance on the 1<sup>st</sup> day of the month as Additional Rent.

**This constitutes Notice pursuant to South Carolina Code of Laws (Section 2740-7106) and tenant acknowledges receipt of Notice. No other Notice will be given.** Should rent not be received by the 5th day following the Rental Due Date, eviction papers may be filed. Tenant shall be liable to said Landlord for all losses sustained, costs and expenses incurred, including but not limited to legal fees and a 35% collection fee, resulting from Tenant's breach of this agreement and legal actions instituted as a result thereof. Landlord shall also have all other legal rights and remedies otherwise available to it. If rent is unpaid when due and Tenant fails to pay rent within fifteen days from the date due, the Landlord, in addition to and not in place of other remedies, may terminate this rental agreement.

4. **DEPOSITS:** The burden of proof of payment of any deposits shall be upon the Tenant(s).

Security Deposit Received: \$2200 Date:

Final Month's Rent \$NA Date:

Mail Box Deposit Received: \$NA Date:

The security deposit collected from the Tenant shall be refunded to the Tenant within 30 days after the premises have been vacated, providing upon inspection the premises are found to be in good condition as they were at the beginning of the lease, normal wear and tear excepted, and provided the covenants, agreements and conditions on the part of the Tenant have been complied with entirely. The security deposit is not any part of the rent herein reserved, and consequently cannot be deducted from the rent due in any month.

5. **PETS.** Pets are not permitted except when special written permission is granted by Landlord following payment of Pet Fee by Tenant, and execution of pet agreement by Tenant(s) and any Co-signor. Should pet(s) be present at premise without the written consent of the Landlord, Tenant shall be in breach of contract and Landlord may terminate the lease. The standard required pet fee is \$250.00 per pet. In addition to Pet Fee, Tenant(s) and Co-signer(s) will be responsible for any pet damages to any part of the premises. **An Addendum to Residential Lease for Pets if applicable is attached.**

Pet fee will be used to treat premises by a professional exterminator and for additional deep cleaning after tenant has vacated.

Pet fee received: \$NA Date

6. **KEYS.** Tenant is fully responsible for the property until all keys and garage door openers if any have been returned to the office of Landlord or Landlord's agent after vacating. Security Deposit will be charged a minimum of \$100.00 if all keys are not returned. Rent accrues until all keys are received at the office of Property Management or Landlord.

Date Keys Issued: 2/11/16 Date Mailbox Keys Issued: \_\_\_\_\_

7. **CONDITION OF PREMISES:** Tenant accepts premises and appliances in their present condition. Failure to return a written report of pre-existing conditions precludes the Tenant from claiming any defect existed in the premises upon the Tenant's initial occupancy.

8. **IT IS EXPECTED THAT THE TENANT WILL PRACTICE GOOD HOUSEKEEPING.** Tenant agrees

*[Handwritten signature]*  
Tenant

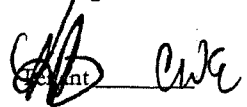
to maintain the premises in good, clean condition, excepting reasonable wear and tear, and to make no alterations or additions thereon without the written consent of Landlord. It is expressly understood that the Tenant will maintain, at the Tenant's expense, the following items:

- a) To keep sinks, lavatories, and commodes draining and operating properly. (Notice: any malfunction must be reported within 5 days of occupancy.) Landlord bears expense to remove roots from sewer lines. Tenant must repair at Tenant's expense stoppage or leakage for any other reason.
- b) To replace all broken glass (window, door, shower door, etc.)
- c) To repair any damage caused by Tenant(s) or Tenant's guests to interior or exterior walls, electrical or plumbing fixtures, screens, doors, wood floors, carpet, vinyl, and other furnishings.
- d) To mow and maintain the lawn and trim the shrubs and plantings, to weed flower beds, to remove leaves and debris, etc.
- e) To pay for all utilities used while occupying said premises. Allowing power to be turned off constitutes a default of the Lease.
- f) To keep all grounds free from unsightly objects and debris.
- g) To repay Landlord for any service to the heating system caused by Tenant's misuse or inadequate supply of fuel. To change heating and air conditioning filter monthly.
- h) To maintain and check smoke detectors monthly. Smoke detectors have been checked prior to move-in and are in working condition. If smoke detector battery fails, it is Tenant's responsibility to replace battery.
- i) To repay Landlord for the cost of all repairs made necessary by negligent or careless use of said premises.
- j) To be responsible for pest control (except termite protection of structure).
- k) The leased premises and the fixtures contained therein, shall be deemed to be clean and acceptable, and in good repair and operable, unless otherwise reported in writing to Landlord within 48 hours (except for the plumbing acceptance period in Paragraph a)) of the commencement of the rental term.
- l) To be responsible for service charge if no repair is necessary from tenant reported problem.
- m) To allow no untagged vehicles to be stored in public view.
- n) To have carpets if present cleaned once per year and on termination of the Lease by a professional carpet cleaning service and provide Landlord with paid receipt.

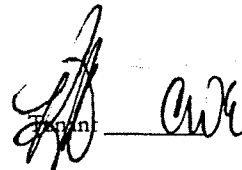
The tenant agrees to promptly report to Landlord any repairs which need to be made to the property. NO TENANT INCURRED EXPENSES SHALL BE DEDUCTED FROM THE MONTHLY RENT UNDER ANY CIRCUMSTANCES WHATSOEVER. Neither Landlord nor Agent accepts responsibility for injury or damages resulting from unreported deficiencies.

#### 9. RULES AND REGULATIONS:

- a) Tenant understands and agrees that any actions, such as hanging pictures or other items from walls or woodwork, or modifications of any type made to the premises are done at the Tenant's risk and expense. Any modification made by tenant may be required to be removed at Tenant's expense. If, in the opinion of Landlord or Landlord's agent, the premises have sustained any damage beyond the reasonable wear and tear, then Tenant shall bear the costs and expenses to correct or repair the damage. Tenant may request written permission for a proposed course of action or modification from Landlord or Landlord's agent.
- b) Posters stuck to walls with tape and thumb tacks; large nails driven into walls; anchor, toggle, or molly bolts installed in walls; adhesive backed mirrors and picture hangers; decals and transfers; wallpaper borders added to walls; interior painted surfaces by tenant shall be considered damage. If Tenant installs items such as window blinds, mirrors, coat hangers, towel racks, can openers, door chains, deadbolts, or any other items attached to walls, cabinets, or the structure, then these MUST remain when the premises are vacated.
- c) Picture hangers are to be left on the walls when the premises are vacated. Indiscriminate hanging of decorative items will be treated as damages.
- d) Tenant agrees to refrain from any act that creates a nuisance (such as excessive noise), or that is a violation of any law. Tenant is also responsible for all acts of their pets and visitors. Tenants and their guest(s) will be expected to consider the peace and quiet of their neighbors at all times. Failure to comply will be cause for termination of the Lease.
- e) Tenant agrees to abide by any Homeowners Association Rules and Regulations if applicable.
- f) Lock-out: if Tenant locks him or herself out, it is the Tenant's responsibility to secure a locksmith for re-entry. Any damage to property from re-entry will be Tenant's responsibility to repair.
- g) Emergency Calls: contact Landlord or Agent's answering service when there is an emergency. Flowing water that cannot be stopped and no heat are considered emergencies. No air conditioning is not an emergency. In case of fire, call 911 first then move to a safe location before contacting Landlord or Agent.
- h) The Common Area Facilities, if any, such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations. The Tenant agrees to

 Tenant

- observe faithfully all rules and regulations that now or may hereafter be adopted for the use of the premises.
- i) Landlord agrees to allow tenant the use of any existing electronic equipment during the term of the Lease. Lessor makes no claim of warranty as to the condition or serviceability of the electronic systems. Lessee agrees that Lessor's offer of the use of these systems is not an inducement of additional rent and agrees that no reduction in rent is due should the telephone or security systems be removed or prove to be unsuitable for use for any reason.
10. **RIGHT OF RE-ENTRY:** Upon notification, Tenant(s) agree(s) to permit Landlord or Landlord's Agents to enter premises at reasonable hours for the purpose of making inspections and repairs.
  11. **CLEANING AND VACATING:** Upon vacating the premises the Tenant promises:
    - a) To pay all rent and other accrued charges in full. Deposit monies do not apply to rent and in no way are to be construed as the final month's rent.
    - b) To thoroughly clean the residence. Kitchen: thoroughly clean all appliances inside and out including range hood and dishwasher door; wipe inside cabinets, drawers, and counter tops; sweep and mop floor. Leave refrigerator door open and turn off power or unplug. Bath: clean all fixtures; remove all toiletry items; sweep and mop floors; clean mirrors and faucets; wipe inside cabinets and drawers. Vacuum all floors and carpets — if heavily soiled, have professionally cleaned. If in Landlord's opinion, carpets are heavily soiled, they will be professionally cleaned at tenant's expense. Wipe all baseboards and windowsills. Sweep: garage, porches, and walkways. Remove: all trash from premises. If above items are not met satisfactorily, the minimum cleaning fee will be \$150 or more depending upon the severity of the condition of the property and will be deducted from the security deposit.
    - c) To lock and fasten all doors and windows and return all keys and garage door openers for the premises to the office of Landlord or Agent.
    - d) To mow the grass and fulfill all other responsibilities contained in the lease.
    - e) Failure of Tenant to give 30 Day written notice to vacate automatically forfeits ALL Security Deposits as a cancellation fee.
  12. **SHOWING PREMISES:** Tenant agrees to allow Landlord or Landlord's agent to show the premises to prospective tenants and/or purchasers during the last 30 days of the Tenant's occupancy of the premises as necessary and at other times during the term of the lease with 12 hour notice.
  13. **NON-LIABILITY OF LANDLORD:** The Tenant covenants that neither the Landlord nor his agent shall be liable for any damages or injury of the Tenant, the Tenant's guests, agents, employees or any person entering the premises or building of which the demised premises are a part, or to goods or equipment therein resulting from any defect in the structure or its equipment, or in the structure or equipment of the structure of which the demised premises are apart, and, further to indemnify, defend, and hold the Landlord harmless from all claims of every kind and nature. It is recommended that the Tenant secure renters insurance against personal liability injury and loss of personal belongings.
  14. **ABANDONMENT.** The unexplained absence of a Tenant from premises for a period of 15 days after default in the payment of rent or termination of utilities shall be constructed as abandonment of the premises. When premises has been abandoned, or the rental agreement has come to an end and the Tenant has removed a substantial portion of his property or terminated his utilities, the Landlord may enter the premises, using forcible entry if required, and dispose of remaining property. All property not covered by this section will be handled under the provisions of Code of Laws of South Carolina for 1976, Sections 27-37-10 to 27-37-150. If Tenant abandons the unit, he shall be liable for the rent for the remaining term of this agreement pursuant to and subject to Section 35(b) of the South Carolina Residential Landlord and Tenant Act.
  15. **LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached.
  16. **MEGAN'S LAW:** The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.
  17. **MISCELLANEOUS:**





**Appliances: Stove, Dishwasher, Microwave**

At lease execution, the LESSEE will be given a MOVE-IN Inspection Form. This form must be completed and returned to the office within 7 days of the lease execution date. Should this form not be returned within the allotted time (or not returned at all), Lessee takes possession of the property "AS IS" and all that this implies. Failure to return the MOVE-IN Inspection Form will result in any damages found at time of move-out to be charged to the LESSEE, regardless if they were preexisting to tenant moving in.

This lease shall be binding upon the parties, their heirs, and their representatives.

If any part of this lease is not fully understood, competent legal advice should be sought.

In witness whereof, the Landlord and the Tenant have executed these presents, the day and year first above written.

|                       |                                |               |
|-----------------------|--------------------------------|---------------|
| <u>Sharon Lambull</u> | <u>[Signature]</u>             | <u>2-1-16</u> |
| Witness               | Tenant                         | Date          |
| <u>Sharon Lambull</u> | <u>Courtney Wepp</u>           | <u>2-1-16</u> |
| Witness               | Tenant                         | Date          |
| <u>Sharon Lambull</u> | <u>[Signature]</u>             | <u>2/1/16</u> |
| Witness               | Tenant or Co-signor            | Date          |
|                       | <u>[Signature]</u>             | <u>2/1/16</u> |
|                       | Agent for Landlord or Landlord | Date          |

[Signature]  
Tenant

EXHIBIT FLEASE EXTENSION AND MODIFICATION AGREEMENT

THIS EXTENSION AND MODIFICATION AGREEMENT is to be attached to and form a part of the lease (which together with any amendments, modifications, and extensions thereof is hereinafter called the "Lease") made 1 February 2016 between Equinox, LLC as Lessor and Kathy Owens and Courtney W. Epps as Lessee covering the premises known as

618 Garden Rose Court  
Greer, SC 29651

Lessor and Lessee have agreed that the Lease shall continue based upon the terms, conditions, covenants, and agreements contained in the original lease (referenced above), with the modifications noted below:

1. The term of the Lease shall be extended by one year to run 1 October 2017 to 30 September 2018.
2. "Brandon Epps" is added as Additional Lessee.
3. "Kathy Owens" is removed from list of Lessees.
4. "Courtney Epps, Brandon Epps and minor children" are explicitly entered in the Lease as Approved Occupants.
5. Rent for the premises shall be \$2440.00 per month for the term.
6. Application of late charges as given in Paragraph 3 of the Lease is modified as follows:

Delete the sentence:

A late charge of \$50 will be charged after the 5th day following. On the 10th day following, an additional \$50 late fee will be charged on any rent that has not been paid.

And substitute the following sentence:

A late charge of 5% of rent due will be charged after the 5th day of the month. On the 10th day of the month, an additional 5% late fee will be charged on any rent that has not been paid.

44



The parties hereto have signed and sealed this Extension Agreement on the dates indicated below

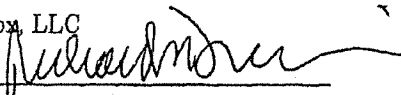
WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

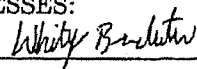
Equinox, LLC

By:

  
Richard Dreskin, Managing Member

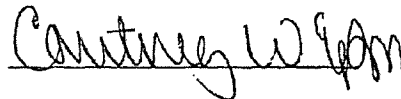
Date:

WITNESSES:

  
\_\_\_\_\_  
\_\_\_\_\_

LESSEE:

Courtney W. Epps



Date:

Brandon Epps



Date:

EXHIBIT G



8910 Two Notch Road, Suite 400  
Post Office Box 24109, Columbia, SC 29224  
Telephone (800) 506-3055  
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

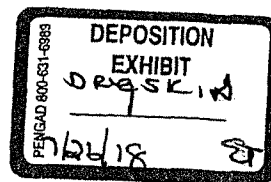
A handwritten signature in black ink, appearing to read 'W. Alexander Buergey'.

W. Alexander Buergey  
Attorney at Law

cc: Courtney Epps (via email)

MERRITT, WEBB, WILSON & CARUSO, PLLC

COLUMBIA      DURHAM      NASHVILLE





MERRITT WEBB

EXHIBIT H

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 18, 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.

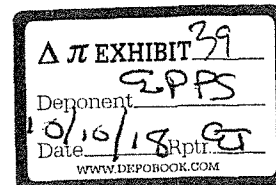
Mr. and Mrs. Epps has met all conditions precedent under the South Carolina Residential Landlord and Tenant Act (South Carolina Code Section 27-40-10, et. seq.), including the required notices to you.

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 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

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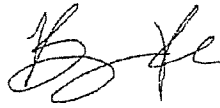
than seeking only the amount of money stated above, Mr. and Mrs. Epps will seek to recover the full measure of their damages, expenses, and attorney's fees as allowed by law.

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

MERRITT, WEBB, WILSON & CARUSO, PLLC

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EXHIBIT I

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. Dréskin:

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.

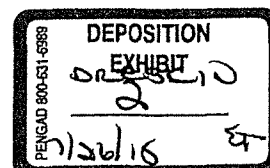
Mr. and Mrs. Epps has met all conditions precedent under the South Carolina Residential Landlord and Tenant Act (South Carolina Code Section 27-40-10, et. seq.), including the required notices to you.

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

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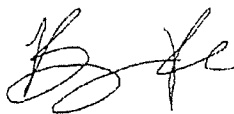
letter with an offer of settlement that is acceptable to Mr. and Mrs. Epps, I will have no alternative but to recommend to them that a lawsuit be filed against you. In this lawsuit, rather than seeking only the amount of money stated above, Mr. and Mrs. Epps will seek to recover the full measure of their 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

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.

NOTICE OF APPEAL

Pursuant to S.C. Code Ann. §§ 14-3-330(1) and 14-4-330(2), Brandon Epps and Courtney Epps, Individually and As Next of Friends of Alexis Marion Hucks, Adrienne Belle Hucks, Wells Skipper Hucks, Sawyer Lane Epps, Cooper Wade Epps, and Lili Madelyn Epps (collectively, “the Epps”) appeal the Order granting Third-Party Defendant Richard B. Dreskin’s Motion to Dismiss by the Honorable J. Mark Hayes, entered on January 14, 2022.

January 19, 2022

  
Richard B. Fennell  
Jennifer M. Houti  
S.C. Bar No. 10467  
James, McElroy & Diehl, P.A.  
525 N. Tryon Street, Suite 700  
Charlotte, NC 28202  
(704) 372-9870

*Attorneys for Appellants*

Other Counsel of Record:  
Adam C. Bach  
R. Hudson Smith  
Eller Tonnsen Bach, LLC  
1306 South Church Street  
Greenville, SC 29605  
(864) 236-5013  
*Attorneys for Plaintiff and Respondent*



STATE OF SOUTH CAROLINA )

COUNTY OF SPARTANBURG )

Equinox, LLC, )

Plaintiff, )

vs. )

Brandon Epps &amp; Courtney Epps, )

Defendants. )

---

 Brandon Epps and Courtney Epps, As Next of  
 Friends of Alexis Marion Hucks, Adrienne  
 Belle Hucks, Wells Skipper Hucks, Sawyer  
 Lane Epps, Cooper Wade Epps, and Lili  
 Madelyn Epps,

Third-Party Plaintiffs, )

vs. )

Richard B. Dreskin, )

Third-Party Defendant. )

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT

C. A. No. 2017-CP-42-04476

**ORDER**

This matter came before the Court on Third-Party Defendant Richard B. Dreskin's (hereinafter, "Dreskin") motion to dismiss all claims asserted against him in the "Second Amended Answer and Counterclaims and Third-Party Claims" (hereinafter, the "Second Amended Answer" or "SAA") filed by Defendants and Third-Party Plaintiffs on October 12, 2020. The present motion is asserted pursuant to Rule 12(c), SCRPC, and was heard on March 24, 2021. The moving party was represented at the hearing by R. Hudson Smith of Eller Tonnsen Bach, LLC. Richard B. Fennell of James, McElroy, and Diehl, PA represented Defendants and Third-Party Plaintiffs. Generally, this case relates to a dispute over a residential lease agreement and tenants' claims for

damages from alleged mold exposure. For the reasons set forth below, the Court grants Dreskin's motion for judgment on the pleadings.

## **I. FACTUAL ALLEGATIONS**

Relevant to this motion, Plaintiff Equinox, LLC ("Equinox") and Defendant Courtney Epps entered into a 1-year lease agreement (the "Lease") on February 1, 2016 for a residential home located at 618 Garden Rose Court, Greer, SC 29651 (the "Premises") for \$2,200 payable on the first day of each month. *See* Plaintiff's Amended Complaint, filed Feb. 14, 2018 (the "Amended Complaint" or "AC"), ¶¶ 5-6. Subsequently, on or about October 1, 2017, Equinox and both defendants entered into the "Lease Extension and Modification," which added Defendant Brandon Epps as a tenant and extended the Lease's term until September 30, 2018. *See id.*, ¶¶ 10-11. Dreskin is alleged to be the managing member of Equinox. *See* Second Amended Answer, p. 9, ¶ 56.

Beginning around May 2017, Defendants notified Equinox for the first time that they believed mold was present at the Premises, which Equinox alleges it never located despite its investigation. *See id.*, p. 11, ¶ 68; *see also* AC, ¶ 13. On or about October 9, 2017, Equinox notified Defendants they would be evicted if they did not cure months of unpaid rent, and Defendants abandoned the Premises, notified Equinox of their termination of the Lease, and claimed various health ailments and property damage due to mold exposure. *See* AC, ¶¶ 15-16; *see also* SAA, p. 10, ¶¶ 61-62.

## **II. PROCEDURAL HISTORY**

After its initial ejectment proceedings were dismissed in the Magistrate Court, Equinox filed the instant lawsuit on December 7, 2017 against Defendants Brandon Epps and Courtney Epps, and the defendants filed an answer and counterclaims on January 15, 2018 seeking damages from Equinox for breach of contract, breach of warranty of habitability, nuisance, and negligence.

After Equinox filed an amended complaint on February 14, 2018, the defendants filed an answer and counterclaims including the same causes of action against Equinox. Although Defendants filed a motion seeking to add necessary parties on November 21, 2018, no additional pleadings were filed by Defendants' former counsel before her withdrawal on March 11, 2019 or the following 7 months while Defendants represented themselves *pro se*.

After new counsel appeared on their behalf, Defendants filed a "Motion for Leave to Amend Answer" on December 6, 2019, seeking to assert claims against a new party, Richard B. Dreskin. Before the motion was heard by the Court, the parties filed a consent motion to dismiss this matter under Rule 40(j), SCRPC, and the Court issued an order dismissing the case on January 23, 2020. Before the Court restored this case to the active docket on May 12, 2020, and before any ruling had been issued on their previously filed motion to amend their answer, Defendants filed a separate lawsuit asserting virtually identical claims against Equinox and Dreskin on April 16, 2020 under Case No. 2020-CP-42-01301 (the "2020 Action") and a motion seeking to consolidate the 2020 Action with this case which had been dismissed for almost 4 months.

On October 9, 2020, the Court issued an order acknowledging that the "parties agreed it is in the best interests of judicial economy for the claims at issue in the 2017 Action and the 2020 Action to proceed under one civil action number." Order, filed Oct. 9, 2020. On October 12, 2020, Defendants filed their "Second Amended Answer, Counterclaims, and Third-Party Claims" adding Richard B. Dreskin as a party in this litigation. *See* SAA. On November 12, 2020, Dreskin filed the instant motion for judgment on the pleadings.

### **III. DISCUSSION**

#### **A. The Statute of Limitations Bars Defendants/Third-Party Plaintiffs' Claims Against Dreskin for Breach of Contract Accompanied by Fraudulent Act, Violation of the S.C. Unfair Trade Practices Act, and Conversion**

In this case, Defendants/Third-Party Plaintiffs' causes of action asserted against Third-Party Defendant Richard B. Dreskin individually for breach of contract accompanied by fraudulent act, violation of the S.C. Unfair Trade Practices Act, and conversion began to accrue in May 2017. *See* SAA, p. 11, ¶ 68; *see also* Defendants' Memorandum of Law in Opposition, filed Mar. 23, 2021, p. 2. The parties also agree that each of these claims is governed by a 3-year statute of limitations. *See* S.C. Code Ann. § 15-3-530(1), -530(2), -530(5). Although these claims began to accrue in May 2017, the first pleading in this action asserting any claims against Mr. Dreskin individually was filed more than 3 years later on October 12, 2020 with the Second Amended Answer.

While they acknowledge that the Second Amended Answer was filed more than 3 years after May 2017, Defendants and Third-Party Plaintiffs argue their action was timely "commenced" against Dreskin by Defendants' "Motion for Leave to Amend Answer" filed December 6, 2019 while Dreskin was not a party to the litigation. They also contend that "these claims against Dreskin" were timely filed with the filing of the 2020 Action. In South Carolina, an action is barred unless it is "commenced" within the period set forth in statute. S.C. Code Ann. § 15-3-510. In order to commence a civil action, the action must be filed and served either within the applicable statute of limitations or within 120 days after the statutory period expires. Rule 3, SCRPC; *see also* S.C. Code Ann. § 15-3-20. No provision is made for "commencement" of a civil action upon the filing of a motion to amend or any relation back to the date of the motion to amend. *Id.* The parties agree that South Carolina's appellate courts have never decided whether the mere filing of a motion to amend satisfies the requirements of "commencing" an action under Rule 3 and S.C. Code Ann. §§ 15-3-20, -510. *See* Def. Memo., filed Mar. 23, 2020, p. 5.

Defendants cite to a North Carolina Court of Appeals decision, *Simpson v. Hatteras Island Gallery Restaurant, Inc.*, 109 N.C. App. 314 (N.C. Ct. App. 1993), which is not controlling on this Court. Although Defendants assert that *Simpson* represents a result with which South Carolina's appellate courts would agree, this Court comes to the opposite conclusion. South Carolina's operative statute, S.C. Code Ann. § 15-3-30 ("A civil action is commenced when the summons and complaint are filed."), more closely mirrors the language of Georgia's statute, Ga. Code Ann. § 9-11-3 ("A civil action is commenced by filing a complaint with the court."), which its courts have interpreted to mean that only a pleading can commence an action – a motion to amend is not sufficient. *Exel Transp. Services, Inc. v. Sigma Vita, Inc.*, 288 Ga.App. 527, 530, 654 S.E.2d 665, 669 (Ga. App. 2007) (observing that the appellant "cited no authority for the proposition that the mere filing of a motion for a permissive counterclaim is the equivalent of bringing a claim."). In contrast to the statutes of South Carolina and Georgia, the North Carolina statutes at issue in *Simpson* are silent as to whether the filing of a summons and complaint (or a motion) are required to commence an action. See N.C.G.S.A. § 1-15, *et seq.* Accordingly, this Court concludes that the filing of the motion to amend in this case did not stop the running of the Statute of Limitations as to Dreskin.

Furthermore, the Court finds that the granting of Defendants' motion to amend does not stop the running of the statute of limitations as to a third party not part of the litigation. When Defendants filed their "Motion for Leave to Amend Answer" on December 6, 2019, Mr. Dreskin was not a party to the litigation at that time. Further, although the Court issued an order on December 3, 2018 adding the defendants' six children as "third-party plaintiffs," no third-party complaint or pleading was filed in this Action by these parties until nearly 2 years later on October 12, 2020. As the Notice of Electronic Filing filed after the motion clearly indicates, only Plaintiff

Equinox, LLC was served electronically with Defendants' "Motion for Leave to Amend Answer." See Notices of Electronic Filing, filed Dec. 6, 2019 and Oct. 19, 2020. The record does not include any evidence that Mr. Dreskin was served with Defendants' Motion to Amend, whether by personal service or service through his counsel.

As both Rule 3, SCRCP and S.C. Code Ann. § 15-3-20(B) make clear, an action cannot be "commenced" against an opposing party unless it is timely served on the party after filing. Because Mr. Dreskin was not a party to the litigation when Defendants filed their Motion to Amend and there is no evidence that Defendants served Dreskin with their motion to amend, the Court's order granting the motion, or the pleading alleging claims against Dreskin, the Court finds that neither the filing nor the subsequent granting of Defendants' Motion to Amend stopped the running of the Statute of Limitations as to Dreskin.

Finally, to the extent that Defendants argue their motion to amend tolled any period for commencement, the Court notes that this action was voluntarily dismissed by the parties pursuant to Rule 40(j), SCRCP on January 23, 2020 before any ruling was issued on Defendants' motion to amend. Rule 40(j) terminates the pendency of motions filed but not decided. Said differently, a motion does not remain "pending" after a case is dismissed pursuant to Rule 40(j). Therefore, to the extent that the Court could impute any "tolling" to the pendency of the motion to amend filed December 6, 2019, any such tolling was effectively terminated on January 23, 2020 as neither the motion nor this litigation was "pending" after January 23, 2020.

In accordance with the above, the Court finds that three of four claims asserted by Defendants and Third-Party Plaintiffs against Mr. Dreskin individually for breach of contract accompanied by fraudulent act, violation of the S.C. Unfair Trade Practices Act, and conversion are barred by the applicable statute of limitations and should be dismissed as a matter of law. Not

encompassed in this decision is whether the statute of limitation will or will not prevent, as a matter of law, recovery against Mr. Dreskin in the event that liability is established against Plaintiff Equinox, LLC at trial.

**B. Defendants/Third-Party Plaintiffs' Claim for "Alter Ego" Against Dreskin Must be Dismissed**

The Court finds that the fourth and final remaining cause of action against Dreskin for "alter ego" must be dismissed because it is not a cause of action recognized by South Carolina law. In *Drury Dev. Corp. v. Found. Ins. Co.*, 380 S.C. 97, 668 S.E.2d 798 (2008), the South Carolina Supreme Court explored the nature of alter ego liability not as a separate cause of action but rather a theory of procedural relief and ultimately held that a creditor need not obtain a judgment against an insolvent corporation before suing individual shareholders. The Court first noted that alter ego relief is an issue that is often considered post-judgment. *Id.*, 380 S.C. at 102 ("[I]t is undoubtedly true that the corporate veil is often pierced post-judgment."). The *Drury* court noted that the defendant shareholders had erroneously "conflated the concept of a claim with that of a judgment" noting that "an attempt to pierce the corporate veil is not itself a cause of action but rather a means of imposing liability on an underlying cause of action." *Id.*, at 103 (citing 1 William Meade Fletcher Et Al., *Fletcher Cyclopedia Of The Law Of Private Corporations*, § 41.10 (per. ed., rev. vol. 2006)). The Supreme Court concluded the opinion with its finding that "South Carolina law is clear that plaintiffs attempting to pierce the corporate veil must state a claim against the corporate entity in order to proceed on a veil piercing theory." *Id.*

As *Drury* makes clear, South Carolina does not recognize a stand-alone cause of action of "alter ego." Therefore, this Court does not view the "alter ego" allegations as presenting a proper legal theory of direct liability against Dreskin. For a member of a limited liability company to be held personally liable or responsible for acts of the LLC, the LLC must first be proven to be legally

culpable. If all Defendants' other causes of action fail against Equinox, their final cause of action for "alter ego" against Mr. Dreskin must fail. In other words, Defendants' eighth cause of action for alter ego could not stand alone if the other seven causes of action were dismissed by the Court. Therefore, under *Drury*, the Eighth Cause of Action for "Alter Ego" against Dreskin must be dismissed because it is not a separate cause of action recognized by South Carolina law.

**C. Defendants/Third-Party Plaintiffs' Claim for "Alter Ego" Against Dreskin Must Be Dismissed**

On January 26, 2021, Defendants and Third-Party Plaintiffs filed their "Motion for Partial Summary Judgment." This motion was docketed but was not reached during the March 24, 2021 hearing. Therefore, the Court makes no ruling on the motion for partial summary judgment in this Order, and the motion is still pending to be heard and should be docketed.

**IV. CONCLUSION**

In conclusion, the Court hereby GRANTS Third-Party Defendant Richard B. Dreskin's Motion pursuant to Rules 12(b)(6) and/or Rule 12(c) and finds that all claims, counterclaims, and/or third-party claims asserted against Dreskin in his individual capacity by Defendants/Third-Party Plaintiffs Brandon Epps and Courtney Epps, individually and as next of friends of Alexis Marion Hucks, Adrienne Belle Hucks, Wells Skipper Hucks, Sawyer Lane Epps, Cooper Wade Epps, and Lili Madelyn Epps ARE DISMISSED.

IT IS SO ORDERED.

*[Electronic Signature Page Follows]*





Spartanburg Common Pleas

**Case Caption:** Equinox, Llc , plaintiff, et al VS Brandon Epps , defendant, et al  
**Case Number:** 2017CP4204476  
**Type:** Order/Other

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132

Electronically signed on 2022-01-14 11:21:43 page 9 of 9

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

RECEIVED

Aug 29 2022

SC Court of Appeals

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.

CERTIFICATE OF COUNSEL

I certify that the Record on Appeal contains all existing materials proposed to be used by any of the parties and not any other material.

*[Signature block on following page]*

August 5, 2022



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