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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable J. Derham Cole, Circuit Court Judge

Appellate Case No. 2023-000081

Christian Wienands, Charlotte Muxlow and Gregory Muxlow, ... Appellants,

v.

South Wind Ranch, Ronald Hakala, and Ashley Black, ... Respondents.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. NO.: 2021-CP-23-00416
	)	
Christian Wienands, Charlotte	)	
Muxlow, and Gregory Muxlow,	)	
	)	ORDER
Plaintiffs,	)	
	)	
v.	)	
	)	
South Wind Ranch, Ronald Hakala,	)	
and Ashley Black,	)	
	)	
Defendants.	)	
	)	

This matter came before the Court on (1) Plaintiffs' Motion to Amend the Complaint to add a business partner of Defendant Ronald Hakala as a party, (2) Plaintiffs' Motion to Compel testimony of a Rule 30(b)(6) witness, (3) Plaintiffs' Motion for a Protective Order following Plaintiffs' counsel instructing his clients not to answer questions during depositions, and (4) Defendants' Motion for Summary Judgment. A hearing was held on Monday, May 9, 2022 via WebEx link. At the time for the hearing, counsel for both Plaintiffs and Defendants were present. Briefs and exhibits were submitted with regard to the motions. After careful consideration of the record, the arguments of counsel, any memoranda submitted, and the applicable court rules and relevant statutory case law, this Court finds that Plaintiffs' motions should be and are denied and Defendants' Motion for Summary Judgment should be and is therefore granted.

BACKGROUND

A. Tour and Booking

South Wind Ranch is an event venue located in Travelers Rest, South Carolina. After getting engaged, Plaintiffs Gregory Muxlow and Charlotte Muxlow began looking for locations to

have their wedding. On August 30, 2019, the Muxlows, along with Charlotte Muxlow's father, toured and then booked South Wind Ranch. See Complaint, ¶ 12-13.

B. The South Wind Contract

To book the venue, Plaintiffs signed a contract with South Wind on the same day they toured (the "South Wind Contract"). See Deposition of Charlotte Muxlow, p.20, ll. 19-21. The South Wind Contract provided the following:

- (1) That Plaintiffs were renting the venue for the dates of November 6 and 7, 2020;
- (2) That the total Rental Fee would be \$8,950;
- (3) That an Initial Deposit of \$4,475 was due at that time (and which was paid that day);
- (4) That the balance of \$4,475 was due October 6, 2020; and
- (5) That "[a]ll deposits are non-refundable (except Security Deposit)".

Plaintiffs agreed that this date, in the midst of the fall season, was a "prime date" for the venue and they booked it over a year in advance. See Deposition of Charlotte Muxlow, p.23, ll. 1-9.

Charlotte Muxlow testified that she "read the whole thing" and does not recall having any questions about the South Wind Contract. See id., p.27, ll. 3-9. Even reading it at the time of her deposition, Mrs. Muxlow agreed that there was nothing she could cite to that was unclear about the South Wind Contract. See id., p.112, ll. 6-13.

Of course, having signed the South Wind Contract and paid the Initial Deposit, Plaintiffs expected South Wind to hold those dates for their use. See id., p.27, ll. 17-19. And Plaintiffs acknowledged that, as far as they know, South Wind did hold those dates. See id., p.28, ll.3-5.

C. The Black Contract

Plaintiffs then separately signed a contract with Ashley Black, a wedding planner recommended by South Wind, but separate from the venue (the “Black Contract”). See id., p.30, ll. 19-25. The Black Contract provided the following:

- (1) That Ashley Black would provide wedding planning services for their event;
- (2) That the total cost would be \$2,000;
- (3) That an Initial Deposit of \$1,000 must be paid with the signed contract (and was paid by Plaintiffs);
- (4) If the event is canceled, the Initial Deposit would not be returned; and
- (5) If the event was canceled less than six months prior to the date of the event, then the second payment of an additional \$1,000 would be required.

As with the South Wind Contract, the Muxlows admitted that they signed the Black Contract and that they read it before they signed it. See Deposition of Charlotte Muxlow, p.31, ll. 4-16.

D. Plaintiffs’ Decision to Postpone

Beginning around March of 2021, Charlotte Muxlow began having concerns about whether the COVID pandemic would impact her wedding, and “slowed down the wedding planning a little bit, just to see how things were going to play out.” See id., p.39, ll. 21-25. As Mrs. Muxlow has family in Germany, she became particularly concerned that these family members might not be able to travel to the United States to attend the wedding. See id., p.44, ll. 14-22.

Mrs. Muxlow therefore reached out to Ashley Black to mention the possibility of rescheduling the wedding. See id., p.47, ll. 16-20. The two then had a phone call in which they spoke about the process of trying to reschedule. See id., p.48, ll. 4-10. Mrs. Muxlow admitted in her deposition that, during this phone call, she was told that there would possibly be a price increase for selecting a 2021 date. See id. Notably, Mrs. Muxlow admitted in her deposition: “I know rescheduling wasn’t part of the contract” See id., p.95, ll. 1-2.

Following the phone call, on August 4th, Mrs. Muxlow then text-messaged Ashley Black and stated that they wished to postpone the wedding, writing as follows:

We have decided to postpone for good. I want to save Southwind for next year and enjoy it with everyone and do a small ceremony on a hiking trail along the [B]lue [R]idge [P]arkway. Can you send me the Saturday dates that are still available between September – October 2021 and I can talk it over with Greg before we call Ron? I'm incredibly sad we have to do this, but I just don't think I can enjoy myself without worry

See Exhibit 4 to Deposition of Charlotte Muxlow. Ashley Black told Mrs. Muxlow that she would ask Ron Hakala for available 2021 dates. See id. at p.51, ll. 22-24. Mrs. Muxlow again wanted fall dates, a two-day event, and those dates must include a Saturday. See id.; p.56, ll. 19-25.

E. Attempt to Reschedule

Ashley Black later provided Mrs. Muxlow with a list of available dates in the fall, provided to her by Mr. Hakala. See Deposition of Charlotte Muxlow, p.55, ll. 13-16. However, at this point, Mrs. Muxlow decided she did not want dates in September, as she felt that the weather would be too hot. See Exhibit 4 to Deposition of Charlotte Muxlow, p.5.

Mrs. Muxlow then messaged Ron Hakala directly regarding dates. Mr. Hakala said that he had an October weekend opening up and offered that he would give the Muxlows a credit towards the price for what they had already paid, but explained that 2021 rates were higher than 2020 rates. See id. at p.10. Mrs. Muxlow testified that the October date offered “would have been fine if it weren't for the price increase.” See Deposition of Charlotte Muxlow, p.59, ll. 12-16.

Mrs. Muxlow did not ask Mr. Hakala to waive the price increase or to lessen it. See id. at p.59, ll. 18-24. At this point, Mrs. Muxlow did not communicate for approximately two weeks. See id. at p.60, ll. 5-10. Then, on September 26th she sent an e-mail to Ron Hakala, objecting to the price increase and stating: “We would like to ask for our deposit back and not schedule another

wedding for next year.” See Exhibit 5 to Deposition of Charlotte Muxlow. Ron Hakala replied as follows:

Hey Charlie & Greg,

I had you down as cancelling your Nov 7 date and looking at other dates in 2021. What I was referring to was that weekends in 2021 had increased in price. They are actually \$14,580 now. The virus issue has not slowed down the wedding business in the past several weeks. A November 2020 wedding is definitely doable. I was hoping to re-sell your date, which I have not been able to. You have a \$4,475 credit. We lost out on your November date. We have not issued a single refund even to those that were impacted with the virus back in April/May. I will work with you. Just pick a date in 2021. From the business side we lost out on the full \$8950 you had book[ed] in November, so the math is if I gave you a 2021 date and a \$14,580 value, I would have in total given you \$23,530 worth of dates, of which I may collect \$8950 from you, so I'd be out \$14,580. On the emotional side I like you and Greg a lot and want to help you. Pick a date in 2021 and I'll see what I can do. I have an August weekend and a September weekend along with one in December. Possibly select a Sunday and stay over into Monday. I may have a Thursday/Friday we could do.

See id. at p. 2. Mrs. Muxlow replied by e-mail on September 27, 2020, writing, in part:

“Honestly after everything that happened we do not want to move forward with scheduling another date with a strained relationship and would just like our deposit back.” See id. at p.2.

Mr. Hakala replied:

I can't do that Charlie. We dealt through 14 other Brides/events that were impacted during March/April/May. Everyone had an emotion draining scenario. We refunded no one. We'd have gone out of business if we refunded! We worked something out with each of them. Some got married on their date with a small gathering and booked a party in 2021. Some went ahead with who they could. We did one yesterday for 22 guests. It was originally 150. *You could just schedule a party, a family reunion, something to utilize your credit. I'll work with you if you just pick a date.* I have 3 other partners and a solid legal and accounting team. It's a terrible emotional frustrating time for so many Brides. I have to be consistent in operating the business. *Please try to figure out something. A holiday party; a business outing; something!*

See id. at p.1 (emphasis added). The Muxlows made no response to this e-mail and they were married on a mountaintop in late October 2020. The November date they had booked went unused,

as South Wind was not able to rent it out on such short notice. The Plaintiffs then filed this lawsuit against South Wind Ranch, Ron Hakala, and Ashley Black.

F. Present Motions

The parties engaged in written discovery and then depositions of all parties. During the 30(b)(6) deposition of Ron Hakala, Plaintiffs' discovered that Mr. Hakala has other business partners in the South Wind Ranch business. Plaintiffs therefore filed a Motion to Amend the Complaint to add claims against these individuals, in addition to the individual claims already filed against Mr. Hakala and Ms. Black. Plaintiffs' counsel also took issue with answers provided by Mr. Hakala during the 30(b)(6) deposition and therefore filed a Motion to Compel various answers relating to the same. Additionally, during the deposition of Plaintiff Charlotte Muxlow, Plaintiffs' counsel instructed Ms. Muxlow multiple times not to answer questions from Defendants' counsel. Pursuant to Rule 30(j)(3), SRCRP, Plaintiffs' counsel filed a Motion for a Protective Order. Defendants also filed a Motion for Summary Judgment as to the Plaintiffs' claims against all parties. These various motions are now before the Court.

PLAINTIFFS' MOTIONS

A. Plaintiffs' Motion for Protective Order

As noted above, during the deposition of Plaintiff Charlotte Muxlow, Plaintiffs' counsel instructed her multiple times not to answer questions from Defendants' counsel. These included questions regarding whether Mrs. Muxlow canceled the contract, whether she had been involved in any other lawsuits, and why it would not have been possible for the ceremony that Plaintiffs held in October to have been held at South Wind. Having instructed his client not to answer questions in a deposition, Plaintiffs' counsel then filed the instant Motion for a Protective Order, as required by Rule 30(j)(3), SRCRP.

Rule 30(j)(3) provides as follows:

Counsel shall not direct or request that a witness not answer a question, unless that counsel has objected to the question on the ground that the answer is protected by a privilege or a limitation on evidence directed by the court or unless that counsel intends to present a motion under Rule 30(d), SCRCP. . . . Counsel directing that a witness not answer a question on those grounds . . . shall move the court for a protective order under Rule 26(c), SCRCP, or 30(d), SCRCP, within five business days of the suspension or termination of the deposition.

Plaintiffs' motion does not specify whether Plaintiffs claim justification for the instruction of Plaintiffs' counsel under Rule 26(c) or 30(d). However, Plaintiffs' motion provides the following as justification:

Upon information and belief, some of the questions asked were intended only to harass the witness, sought information irrelevant to the lawsuit, and sought information protected by the attorney-client or work product privilege. The plaintiffs therefore seek a protective order.

See Plaintiffs' Motion for Protective Order.

During the hearing, Defendants' counsel read to the Court each instance during the deposition in which Plaintiffs' counsel instructed his client not to answer questions from counsel. Not only were these questions plainly not intended to harass but each was plainly relevant to the claims and defenses. No questions related to attorney-client privilege or the work product doctrine. As noted, questions which Plaintiffs' counsel instructed his client not to answer included questions as to whether Mrs. Muxlow canceled the contract, whether she had been involved in any other lawsuits, and why it would not have been possible for the ceremony that Plaintiffs held in October to have been held at South Wind. There is no justification for Plaintiffs' counsel instructing his client not to answer these questions and Plaintiffs' motion on this point is therefore denied.

B. Plaintiffs' Motion to Compel 30(b)(6) Testimony

Plaintiffs filed a Motion to Compel relating to the 30(b)(6) testimony of Ron Hakala, on behalf of Defendant South Wind Ranch. Plaintiffs presented no basis for this motion and the motion is therefore denied.

C. Plaintiffs' Motion to Amend Complaint

Plaintiffs seek to amend their Complaint to add claims against more individuals to this lawsuit, particularly those individuals who are business partners in South Wind Ranch. As I find that the existing Defendants are entitled to summary judgment on the present claims, this motion should be and is denied.

DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

Defendants seek summary judgment as to all claims. For the reasons set forth below, Defendants' motion should be and therefore is granted.

LAW

To obtain summary judgment, the moving party must demonstrate there is "no genuine issue of material fact and the moving party is entitled to judgment as a matter of law." See Rule 56(c), SCRPC. Where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law, the trial court must grant the motion for summary judgment. See Tupper v. Dorchester County, 326 S.C. 318, 325, 487, 187, 191 (1997).

DISCUSSION

Each of Plaintiffs' claims stem from their rental of South Wind Ranch as a venue for their wedding. It is undisputed that this rental was governed by contracts. As a result, each of Plaintiffs'

causes of action – which are all based on acts allowed by the contracts – must fail as a matter of law.

A. The Contract Precludes All Claims

An action to construe a contract is an action at law. See McGill v. Moore, 381 S.C. 179, 180, 679 S.E.2d 571, 574 (2009). “The cardinal rule of contract interpretation is to ascertain and give legal effect to the parties’ intentions as determined by the contract language.” Schulmeyer v. State Farm Fire and Cas. Co., 353 S.C. 491, 495, 579 S.E.2d 132, 134 (2003). “Where the contract’s language is clear and unambiguous, the language alone determines the contract’s force and effect.” Id. “It is a question of law for the court whether the language of a contract is ambiguous.” S.C. Dep’t of Natural Res. v. Town of McClellanville, 345 S.C. 617, 623, 550 S.E.2d 299, 302-03 (2001).

Though Plaintiffs did not plead Breach of Contract as a cause of action, the contracts unquestionably apply here and preclude each of the Plaintiffs’ causes of action. Notably, there is no dispute in this case regarding the following points:

- The Plaintiffs entered into binding contracts with South Wind Ranch and Ashley Black. This fact is even pled in the Complaint. See Complaint ¶ 41 (“The plaintiffs entered into binding contracts . . .”).
- Both contracts stated that the initial deposits to South Wind and Black – which Plaintiffs now seek to have returned – were non-refundable. See Deposition of Charlotte Muxlow, p.29, ll. 3-9.
- The contracts did not provide for a right to reschedule. See id. at p.95, ll. 1-3 (“I know rescheduling wasn’t part of the contract . . .”).
- The contracts do not contain any relevant ambiguity. See id. at p.112, ll. 6-23.

Given the above, the law requires that the plain language of the contracts be enforced. The deposits are simply and clearly non-refundable under the terms of the contracts. Plaintiffs were aware of this from the very beginning, as they testified they read the – fairly short – contracts.

In fact, given the timeframe in which Plaintiffs canceled their wedding, South Wind and Ashley Black could have insisted on the payment of the other half of the funds. Instead, these Defendants offered to allow Plaintiffs to reschedule to another date. However, rather than do so, Plaintiffs complained about the dates offered and then canceled due to what they called their “strained relationship” with South Wind and Black.

Given that the contract applies, each of the causes of action fails. Each are addressed in turn below:

B. Negligence

The elements of a cause of action for Negligence are (1) duty, (2) breach, (3) causation, and (4) damages. Plaintiffs provide a list of ten separate alleged duties within the cause of action. See Complaint, ¶ 28. None of them is supported by the evidence or defeats the plain language of the contracts. Some alleged duties are simply general statements not found anywhere in caselaw, such as the alleged duty to “avoid forcing customers to file lawsuits where the defendants have acted tortuously.” See id. Others are simply not supported by the evidence and are directly contradicted by the contracts, such as the duty to “refund payment when unable to provide agreed-upon services.” See id.

The alleged breaches of the various duties are the same, and amount to alleged tortious behavior for actions which are plainly supported by the contracts, such as “retaining funds in bad faith.” See id. In short, as the contracts are plainly applicable here, the Negligence cause of action is not supported by the facts or law. Plaintiffs were creative in pleading Negligence rather than Breach of Contract in an effort to get around the contractual documents which they admitted in depositions they read and signed. However, the law does not permit parties to avoid unambiguous contractual provisions through the assertion of a negligence cause of action.

C. Unfair Trade Practices Act

The elements of the South Carolina Unfair Trade Practices Act are (1) an unfair or deceptive practice under the Act, (2) which has an impact on the public interest, including capable of repetition, (3) an ascertainable loss violation of money or property, and (4) proximate cause.

Here, Plaintiffs have not met their burden to show any unfair or deceptive act. The acts complained of by Plaintiffs – not returning the deposits – were supported by the clear language of the contracts. With regard to Plaintiffs’ complaints about the Defendants not allowing them to reschedule at their original contract prices, they admit that they did not have this right within the contracts. See Deposition of Charlotte Muxlow, p.95, ll. 1-3 (“I know rescheduling wasn’t part of the contract . . .”).

Moreover, even assuming *arguendo* that the contract was breached – though this is not alleged by the Plaintiffs - a mere breach of contract, without more, does not constitute a violation of the unfair trade practices act, even if done intentionally. See Key Co. v. Fameco Distribs., Inc., 292 S.C. 524, 526, 357 S.E.2d 476, 478 (Ct. App. 1987). Otherwise, every intentional breach of a contract within a commercial setting would constitute an unfair trade practice and thereby subject the breaching party to treble damages. Id. at 527, 357 S.E.2d at 478.

D. Breach of Contract Accompanied by a Fraudulent Act

The elements of Breach of Contract Accompanied by a Fraudulent Act are: (1) a breach of contract, (2) fraudulent intent relating to the breach and not merely its making, (3) a fraudulent act accompanying the breach. See Conner v. City of Forest Acres, 348 S.C. 454, 465-66, 560 S.E.2d 606, 612 (2002). In addition, the fraudulent act must be “separate and distinct from the act(s) constituting the breach,” and cannot “merely restate the manner in which [the defendant] is alleged

to have breached” the contract. See Smith v. Canal Ins. Co., 275 S.C. 256, 260, 269 S.E.2d 348, 350 (1980).

As noted, Plaintiffs did not include a cause of action for Breach of Contract in the Complaint. Moreover, Mrs. Muxlow was unable to cite to any breach of the contracts in her deposition:

Q. How do you think they breached it?

A. I mean, I’m not an attorney. So I don’t – this is I think getting a little bit too much into the . . .

Q. Well, I mean, you brought this lawsuit, and so I just need to understand. Do you believe my folks violated this contract?

A. I’m not sure how to answer that right now.

Deposition of Charlotte Muxlow, p.89, ll. 3-9. More importantly, as shown above, the contract is clear and, as Plaintiffs acknowledged, plainly states that the deposits they seek in this lawsuit were non-refundable:

Q. And you’d agree that it says in the contract that all deposits are nonrefundable except for the security deposit. Correct?

A. Yeah. *I mean, I can read the contract.*

Id. at p.29, ll. 4-9 (objection omitted) (emphasis added). As there is no breach by Defendants, there is certainly no evidence of a breach with fraudulent intent. Therefore, this cause of action must also fail.

E. Quantum Meruit

Plaintiffs’ final cause of action is for Quantum Meruit. To begin with, this claim fails because actions in quantum meruit are based on the absence of a contract. See ELEMENTS OF CIVIL CAUSES OF ACTION, 5th ed., p.579, citing Johnston v. Brown, 292 S.C. 478, 357 S.E.2d 450 (1987).

“Relief under the theory is therefore not available if an action is based on the existence of a contract.” See id., citing Gantt v. Morgan, 199 S.C. 138, 18 S.E.2d 672 (1942).

On a more basic level, Plaintiffs cannot meet the elements of the equitable cause of action as they cannot show that Defendants retained a benefit – here, the initial deposit – unjustly. As explained above, the contracts are clear and binding. Even the Plaintiffs agreed that the non-refundable language is clearly contained therein. Consequently, for these reasons, this cause of action also fails.

CONCLUSION

For the reasons set forth above, Plaintiffs’ Motions for a Protective Order, to Compel 30(b)(6) Testimony, and to Amend the Complaint are denied and Defendants’ Motion for Summary Judgment is granted.

IT IS SO ORDERED.

Hon. J. Derham Cole
Circuit Court Judge

_____, 2022
Spartanburg, South Carolina



Greenville Common Pleas

Case Caption: Christian Wienands , plaintiff, et al vs. Southwind Ranch , defendant,
et al
Case Number: 2021CP2300416
Type: Order/Summary Judgment

IT IS SO ORDERED!

s/J. Derham Cole 2053

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP2300416

Christian WIENANDS, Charlotte MUXLOW
and Gregory MUXLOW,

SOUTH WIND RANCH, Ronald HAKALA, and
Ashley BLACK,

Plaintiff(s)

Defendant(s)

CHECK ONE:

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other.
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other .

IT IS ORDERED AND ADJUDGED: ☒ formal order to follow; ☒ Statement of Judgment by the Court:

This matter came before this Court on **MOTIONS** of the plaintiffs to **AMEND** the **COMPLAINT** to add a business partner of the defendant as a party, **TO COMPEL TESTIMONY** of a 30(b)(6) witness, for a **PROTECTIVE ORDER**, and on the defendants' **MOTION** for **SUMMARY JUDGMENT**.

After consideration of the record, the argument of counsel, any memoranda submitted, and the applicable court rules and relevant statutory and case law, this Court found that the plaintiffs' **MOTIONS** should be **DENIED** and the defendants' **MOTION** for **SUMMARY JUDGMENT** should be **GRANTED**.

Plaintiffs filed a "MOTION TO RECONSIDER" seeking to alter or amend and a reversal of the Court's ruling. After reconsideration of the matter this Court finds that the plaintiffs' **MOTION TO RECONSIDER** should be and **IS** therefore **DENIED**.

J. DERHAM COLE,

PRESIDING JUDGE

This judgment was entered on the _____ day of _____ and a copy mailed first class this _____ day of _____ to attorneys of record or to parties (when appearing pro se) as follows:

JOSHUA THOMAS HAWKINS, Esq.

KENNETH JAY ANTHONY, Esq.

ATTORNEY(S) FOR PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

PAUL B. WICKENSIMER, CLERK OF COURT



Greenville Common Pleas

Case Caption: Christian Wienands , plaintiff, et al vs. Southwind Ranch , defendant,
et al
Case Number: 2021CP2300416
Type: Order/Form 4

IT IS SO ORDERED!

s/J. Derham Cole 2053

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	CASE NO. 2021-CP-23-
Christian Wienands, Charlotte Muxlow, and Gregory Muxlow,	)	
	)	SUMMONS
Plaintiffs,	)	
vs.	)	
Southwind Ranch, Ronald Hakala, and Ashley Black,	)	
Defendants.	)	

YOU ARE HEREBY SUMMONED and required to answer the complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer to the said complaint on the subscriber at his office, 1225 South Church, Greenville, South Carolina, 29605, within thirty (30) days after service thereof exclusive of the day of such service, and if you fail to answer the complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

Hawkins & Jedziniak, LLC

s/ Joshua T. Hawkins

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Attorneys for Plaintiff

Greenville, South Carolina
January 26, 2021

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	CASE NO. 2021-CP-23-
Christian Wienands, Charlotte Muxlow, and Gregory Muxlow,	)	
	)	COMPLAINT
Plaintiffs,	)	
vs.	)	
Southwind Ranch, Ronald Hakala, and Ashley Black,	)	
Defendants.	)	

COME NOW, the plaintiffs, alleging and complaining of the defendants as follows:

PARTIES, JURISDICTION, AND VENUE

1. Christian Wienands is a resident of Greenville County, South Carolina.
2. Charlotte Muxlow is a resident of Greenville County, South Carolina.
3. Gregory Muxlow is a citizen and resident of Greenville County, South Carolina.
4. Southwind Ranch is a company with its principal place of business in Greenville County, South Carolina.
5. Upon information and belief, Ronald Hakala is a citizen and resident of Greenville County.
6. Upon information and belief, Ashley Black is a citizen and resident of Greenville County.
7. The majority of the events giving rise to this action occurred in Greenville County, South Carolina.
8. Jurisdiction and venue are proper for the foregoing reasons.
9. Damages are significant and may exceed \$25,000.00.

FACTUAL BACKGROUND

10. The plaintiffs incorporate the foregoing paragraphs as if repeated here, verbatim.
11. Southwind Ranch is a venue located in Travelers Rest and available for hire for private events, including weddings. Upon information and belief, Ronald Hakala owns and operates Southwind Ranch and has the final say in decisions made in operation of that business, from which he profits.
12. On or about August 29, 2019, Charlotte Muxlow and Gregory Muxlow visited Southwind Ranch to see if the venue would be an appropriate location for their wedding. Christian Wienands, Charlotte Muxlow's father, accompanied the couple as they toured the venue.
13. After touring the venue and discussing their planned event with Southwind Ranch staff, the plaintiffs relied on statements and assurances made by the defendants, and booked the venue for a wedding date. The plaintiffs secured this booking by paying a deposit for an agreed upon amount. The deposit was paid by a check issued by Christian Wienands (Exhibit A).
14. In addition to the fees required for the venue, the plaintiffs agreed to pay additional fees to Ashley Black in exchange for assistance in coordinating and planning their wedding.
15. In early 2020, severe acute respiratory syndrome Coronavirus 2 (SARS-CoV-2) spread throughout the world, causing millions of people to develop COVID-19. In March 2020, the World Health Organization declared the spread of the virus as a pandemic. National and local governments around the world began to implement restrictions, including travel restrictions, to slow the spread of the virus. Many of those restrictions remain in place at the time of this filing.
16. On July 29, 2020, Charlotte Muxlow and Gregory Muxlow spoke with Black via telephone about the possibility of postponing their wedding due to the ongoing pandemic. Specifically,

the couple informed Black that Charlotte Muxlow is originally from Germany and that travel restrictions made it impossible for her family to travel from Germany to South Carolina. Black told Charlotte Muxlow and Gregory Muxlow that the defendants would allow the plaintiffs to move their wedding to a new date and assured them that there were many dates available from which they could choose.

17. The plaintiffs, relying upon Black's assurances, decided to postpone their wedding and reschedule for a date when large gatherings and travel would be safe. The plaintiffs confirmed with the defendants that they would be allowed to reschedule and that there were many potential dates available. The defendants told the plaintiffs that they would reach out to provide them with potential dates.
18. For at least the following twelve days, the plaintiffs continued to contact the defendants to ask about other available dates. As the days passed, the plaintiffs became increasingly concerned that other clients would book available dates and that they would be unable to reschedule their wedding. During this time, the plaintiffs received very limited responses from the defendants, who did not provide them with available dates as they previously stated they would.
19. Unbeknownst to the plaintiffs, Black did not work on rescheduling the Muxlow's' wedding after their conversation on July 29, despite the fact that the plaintiffs paid Black a significant sum of money for Black's services in planning and coordinating the wedding. Black later admitted to the plaintiffs that she knew Hakala was frequently showing the property to other prospective clients and that many of the available dates were being booked during this time.
20. When the defendants finally responded to the plaintiffs' requests for additional dates, they provided very few possible dates, as most all of the available dates had been booked since the plaintiffs' July 29 conversation with the defendants. Additionally, Hakala unilaterally

increased the price of the venue, either to profit from the pandemic or out of greed, which meant the plaintiffs would have to pay several thousand dollars in addition to the previously paid price.

21. On September 26, 2020, the plaintiffs informed the defendants of the plaintiffs' concerns which had developed since the July 29 conversation. Specifically, the plaintiffs told the defendants that they repeatedly attempted to contact the defendants to reschedule their wedding, and that they became increasingly concerned that they would be unable to reschedule due to the delay. The plaintiffs expressed their disappointment in the defendants' failure to communicate with the plaintiffs after the defendants assured the plaintiffs they could reschedule the wedding. The plaintiffs also expressed their alarm at the defendants' sudden increase in price. As a result of the defendants' conduct, the plaintiffs requested that the wedding be cancelled rather than rescheduled and that they receive a refund for the amount paid to the defendants.
22. The defendants refused to return any of the plaintiffs' money, even though the plaintiffs were unable to reschedule because of the defendants' failure to communicate and even though the defendants did not provide any of the agreed-upon services. The defendants' rejection of the plaintiffs' efforts to avoid litigation constitutes bad faith and unfair trade practices, as the defendants refused to refund the plaintiff's money, even though the defendants failed to provide any services in exchange for that money.
23. The defendants acted unfairly and dishonestly in the pursuit of unreasonable financial gain. The defendants did not provide some or all services in exchange for the money paid by the plaintiffs. Additionally, the defendants may have used the plaintiffs' original wedding date to host another event or otherwise profit, resulting in a double recovery.
24. As a direct and proximate result of the defendants' actions the plaintiffs have sustained

significant damages.

25. Upon information and belief, each individual defendant's homeowner's insurance carrier has a duty to provide a defense for each insured defendant. Refusal by a homeowner's insurance carrier to provide a defense may result in some or all defendants being able to sue homeowner's insurance carriers for bad faith.

26. The plaintiffs are therefore informed and believe that they are entitled to judgment against the defendants.

FOR A FIRST CAUSE OF ACTION
(Common Law Negligence and Recklessness)

27. The plaintiffs incorporate the foregoing paragraphs as if repeated here, verbatim.

28. Each defendant owed certain duties to the plaintiffs, including, but not limited to, duties to:

- a. provide agreed-upon services in exchange for the plaintiff's payment;
- b. monitor scheduled events for any reasonably foreseeable issues with providing agreed-upon services;
- c. inform customers such as the plaintiffs of any reasonably foreseeable issues with providing agreed-upon services;
- d. refund payment when unable to provide agreed-upon services;
- e. avoid retaining funds in bad faith;
- f. avoid misleading customers;
- g. communicate with customers;
- h. avoid forcing customers to file lawsuits where the defendants have acted tortuously;
- i. take into account circumstances out of the plaintiffs' control like a global pandemic which make it impossible for the plaintiffs to proceed as planned; and
- j. such other duties as will be shown through discovery and at trial.

29. Breaches of these duties constitute negligence, and in some cases, recklessness.
30. Each defendant negligently and recklessly breached one or more duties to the plaintiffs in some or all of, but not limited to, the following ways:
- a. failing to provide the agreed-upon services;
 - b. failing to monitor scheduled events for any reasonably foreseeable issues with providing agreed-upon services;
 - c. failing to communicate with customers such as the plaintiffs;
 - d. refusing to return money to the plaintiffs for services that were not rendered;
 - e. retaining funds in bad faith;
 - f. unnecessarily causing the plaintiffs additional stress during an already stressful time;
 - g. using a global pandemic to unilaterally increase prices in bad faith;
 - h. misleading customers such as the plaintiffs; and
 - i. in such other ways as will be shown through discovery and at trial.
31. As a direct and proximate result of the defendants' breaches, the plaintiffs have been damaged.
32. The plaintiffs are therefore informed and believe they are entitled to judgment against the defendants for actual and punitive damages.

FOR A SECOND CAUSE OF ACTION
(Unfair Trade Practices Act Violation)

33. The plaintiffs incorporate foregoing paragraphs as if repeated here, verbatim.
34. The defendants' actions concerning the plaintiffs were unfair, deceptive, and adverse to public interests. From at least March 2020, the defendants were aware that concerns regarding the COVID-19 pandemic led local and federal governments to implement restrictions, including limiting the number of individuals allowed to gather and prohibiting travel to or from certain regions. Despite being aware of the potential impact that COVID-19 would have on customers'

planned events, the defendants refused to reasonably work with the plaintiffs and refused to refund money that the plaintiffs paid for services that the defendants failed to perform.

35. One or more defendants attempted to manufacture a self-serving record with emails. The defendant's statements would indicate the defendants would work with the plaintiffs while at the same time making it clear the defendants would unreasonably retain money for which the defendants did not render any service and that the defendants would unilaterally force the plaintiffs to pay more money the plaintiffs rescheduled the wedding.
36. The defendants' actions are capable of repetition. By the defendants' own admission, the defendants refused to issue any refunds in connection with events cancelled or rescheduled due to the pandemic, even though the defendants did not perform all agreed-upon services for those customers. The defendants retained deposits from the plaintiffs and other customers in bad faith.
37. As a direct and proximate result of the defendants' unfair trade practices and illegal acts, the plaintiffs have been damaged as set forth above. The plaintiffs have incurred damages in hours of labor, inconvenience, money paid for services that they did not receive, and in such other ways as will be shown through discovery and at trial.
38. The plaintiffs are entitled to relief pursuant to *South Carolina Code Ann.* §§ 39-5-10 through 39-5-180.
39. The plaintiffs are therefore informed and believe that they are entitled to judgment against the defendants for actual damages, punitive damages, multiple damages, costs, and reasonable attorney's fees.

FOR A THIRD CAUSE OF ACTION
(Breach of Contract Accompanied by Fraudulent Act)

40. The plaintiffs incorporate the foregoing paragraphs as if repeated here, verbatim.

41. The plaintiffs entered into binding contracts with each defendant wherein the defendants agreed to perform certain services in exchange for payment.
42. Each defendant breached the contract by failing to provide the agreed-upon services while also refusing to refund the money that the plaintiffs paid.
43. As a direct and proximate cause of each defendant's breach, the plaintiffs were damaged.
44. Each defendant had fraudulent intent when forming the contract with the plaintiffs. Each defendant made false representations about willingness to perform services for the plaintiffs in exchange for payment. Each defendant knew that it would not perform some of the agreed-upon services and that it would refuse to return payment if it failed to perform those services. The defendants nevertheless accepted payment for those services.
45. A fraudulent act accompanied a breach by each defendant. The defendants were dishonest in fact about the services that they agreed to provide and about the plaintiffs' ability to reschedule their wedding. The defendants were unfair in their dealings with the plaintiffs. Each defendant failed to perform the agreed-upon services and also refused to refund the money paid by the plaintiffs.
46. As a direct and proximate result of the defendants' breaches, fraudulent intent, and fraudulent acts, the plaintiffs have sustained damages.
47. The plaintiffs are therefore informed and believe that they are entitled to judgment against the defendants for actual and punitive damages.

FOR A FOURTH CAUSE OF ACTION
(Quantum Meruit)

48. The plaintiffs incorporate the foregoing paragraphs as if repeated here, verbatim.
49. The plaintiffs conferred a benefit on the defendants by paying them money.
50. The defendants realized the benefit conferred by the plaintiffs by accepting the plaintiffs'

money.

51. The defendants' retention of the plaintiffs' money without giving the plaintiffs the full value of that money is unjust under the circumstances. The defendants kept the plaintiffs' money without providing any services in exchange for that money. Additionally, the defendants may have used the plaintiffs' original wedding date to host another event or otherwise profit. By keeping the plaintiffs' money, the defendant not only received compensation for the date but may have profited twice.
52. The plaintiffs are therefore informed and believe that they are entitled to judgment against the defendants.

WHEREFORE, the plaintiffs request a jury trial and judgment against the defendants for actual damages, statutory damages, punitive damages, costs, and such other relief as the Court deems just and equitable.

Respectfully submitted,

Hawkins & Jedziniak, LLC

s/ Joshua T. Hawkins

Joshua T. Hawkins, S.C. Bar No. 78470
 Helena L. Jedziniak, S.C. Bar No. 100825
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Greenville, South Carolina
 January 26, 2021

Attorneys for Plaintiff

Pursuant to Rule 38, *SCRCP*, the plaintiff demands a trial by jury on all issues triable to a jury.

s/ Joshua T. Hawkins

Joshua T. Hawkins

VERIFICATION

PERSONALLY appeared before me the undersigned, who, after first being duly sworn, states the following:

I provided the facts and information for the allegations that are the basis for the Complaint. The allegations in the Complaint are true to my own knowledge, except those stated therein to be based upon information and belief, and, as to those, I believe them to be true.

Print Name:

CHRISTIAN MENANDS

Signature:

Christian Menands

SWORN TO BEFORE ME

this 7 day of May, 2021.

Monica Brody
Notary Public for South Carolina
My commission expires on



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. NO.: 2021-CP-23-00416
	)	
Christian Wienands, Charlotte	)	
Muxlow, and Gregory Muxlow,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	MOTION FOR SUMMARY JUDGMENT
	)	
Southwind Ranch, Ronald Hakala,	)	
and Ashley Black,	)	
	)	
Defendants.	)	
	)	

YOU WILL PLEASE TAKE NOTICE, the Defendants Southwind Ranch, Ronald Hakala, and Ashley Black (collectively “Defendants”), will move at a date and time to be set by the Court, pursuant to Rule 56(b) of the *South Carolina Rules of Civil Procedure*, for summary judgment as to the Plaintiffs’ causes of action and claims for relief in this matter. This motion is based upon the pleadings filed in this action, the deposition testimony, written discovery, any future memorandum of law submitted by the movant(s), and upon applicable common and statutory law.

Respectfully Submitted,

ANTHONY LAW, LLC

s/Jay Anthony
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January 26, 2022
Greenville, South Carolina

ATTORNEY FOR DEFENDANTS

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. NO.: 2021-CP-23-00416
	)	
Christian Wienands, Charlotte	)	
Muxlow, and Gregory Muxlow,	)	
	)	PLAINTIFFS' MOTION TO
Plaintiffs,	)	RECONSIDER
	)	
v.	)	
	)	
South Wind Ranch, Ronald Hakala,	)	
and Ashley Black,	)	
	)	
Defendants.	)	
	)	

COMES NOW, the plaintiffs and file their Motion to Reconsider in order to have the court alter or amend its judgment and preserve all issues for appeal.

Previously, on August 31, 2022, the plaintiffs filed a Motion to Reconsider out of an abundance of caution so that all issues for appeal would be preserved. On September 16, 2022, this honorable Court adopted as a final order the proposed order submitted by Defendants. The plaintiffs now file this Motion to challenge that proposed order, which this Court accepted, and to preserve all issues related to the Order for appeal.

As an initial matter, the plaintiffs respectfully submit that the adopted order violates the plaintiffs' rights under the Equal Protection Clause because the Court dismissed the plaintiffs' claims, while other similarly situated people like the plaintiffs were able to go forward with their claims. Examples include plaintiffs in cases where other plaintiffs brought claims for the same claims as the plaintiffs in this action. Those plaintiffs were treated differently because they were able to litigate the same claims the Court has dismissed as to the plaintiffs in this action.

Further, the plaintiffs' rights under the Seventh Amendment of the United States Constitution and the South Carolina Constitution have been violated. The Seventh Amendment posits that, "[i]n suits at common law . . . the right of trial by jury shall be preserved." U.S. CONST. amend. VII. The court has violated the plaintiffs' constitutional right of a trial by jury.

The Court has ruled inconsistently with the South Carolina Rules of Civil Procedure, including Rules 8 and 12.

The plaintiffs incorporate all the arguments of the previous Rule 59(e) Motion filed on August 31, 2022. Further, the plaintiffs respectfully preserve for appeal all issues related to all filings in this case.

This Court previously denied the defendants' motion to dismiss because the plaintiffs properly pled causes of action with all their elements and supporting facts. At the summary judgment stage, the defendants once again sought to have the case dismissed. The plaintiffs submitted a mountain of evidence rebutting the defendants' summary judgment motion, including multiple deposition transcripts. In addition to the evidence submitted in support of the plaintiffs' motion in opposition, the complaint in this case was verified (signed, notarized, and filed with this Court on May 6, 2022) by Plaintiff Wienands and in compliance with South Carolina Rule of Civil procedure Rule 56(e). As held in *Dawkins and Chisholm v. Fields et al.*, "for summary judgment purposes, a verified pleading is equivalent to an affidavit, provided it meets the requirements of Rule 56(e)." 354 S.C. 58, 580 S.E.2d 433 (2003) (citing *Dawkins and Chisholm v. Fields et al.*, 345 S.C. 23, 30, 545 S.E.2d 515, 519 (Ct. App. 2001)).

It is inappropriate to award summary judgment to the defendants in this matter for several reasons, but primarily because genuine issues of material facts exist. Dismissal is clearly inconsistent with *Hancock v Mid-South Mgmt., Co.*, 381 S.C. 326, 673 S.E.2d 801 (2009),

Nexsen v. Haddock, 353 S.C. 74, 576 S.E.2d 183 (Ct. App. 2002), *Tremont Constr. Co., Inc. v. Dunlap*, 310 S.C. 180, 425, S.E.2d 792 (Ct. App. 1992), and the vast body of case law interpreting South Carolina Rule of Civil Procedure 56 and summary judgment rulings. The motion should have been denied, and this case should be decided by a jury.

The plaintiffs are masters of their complaint – they are entitled to plead causes of action and to refrain from pleading others as the case law allows. In this case, the case law allows the plaintiffs to plead the causes of action they have; they are not required to plead breach of contract simply because the defendants want them to. The plaintiffs submitted evidence of fraud, unfair trade practices, and negligence that directly rebutted the defendants’ motion. Therefore, dismissal is improper.

Additionally, pursuant to Rule 15(a), leave to amend shall be freely given “when justice so requires.” SCRCPP. The plaintiffs’ adduced evidence that other defendants have liability, submitted deposition evidence of such, and this Court still denied the motion. This ruling alone may constitute reversible error.

WHEREFORE, for the foregoing reasons, the plaintiffs respectfully request that this Honorable Court amend and alter its ruling and deny Defendants’ Motion for Summary Judgment. The plaintiffs respectfully submit that, based on the current adopted order which is at odds with settled case law in South Carolina, the adopted order constitutes reversible error and, if the plaintiffs are forced to appeal, will cost the parties unnecessary expenses in appeal and re-litigation.

****Signature block on following page****

Respectfully submitted,

HAWKINS & JEDZINIAK, LLC

s/ Joshua T. Hawkins

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Attorneys for Plaintiff

Greenville, South Carolina
September 23, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	CASE NO. 2021-CP-23-00416
	)	
CHRISTIAN WIENANDS, CHARLOTTE	)	
MUXLOW, and GREGORY MUXLOW,	)	
Plaintiffs,	)	
v.	)	
SOUTHWIND RANCH, RONALD	)	
HAKALA, and ASHLEY BLACK,	)	
Defendants.	)	

D E P O S I T I O N

WITNESS:	RONALD HAKALA
DATE:	January 12, 2022
TIME:	2:46 p.m.
LOCATION:	Anthony Law, LLC
	650 East Washington Street
	Greenville, South Carolina
REPORTED BY:	Rachel H. Wood, Court Reporter
	LEGAL EAGLE
	Post Office Box 5682
	Greenville, South Carolina 29606
	864-467-1373
	depos@legaleagleinc.com

1 APPEARANCES:

2
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8 (josh@hjllcsc.com)
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10
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16 (Janthony@anthonylawsc.com)
17 Attorney for the Defendants.

18
19 ALSO ATTENDING: Ashley Black, Via Zoom Charlotte Muxlow,
20 Gregory Muxlow
21
22
23
24
25

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EXHIBITS

(None marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 STIPULATIONS:

2 It is agreed by and between the Counsel for the parties as
3 follows:

- 4 1. That this deposition is being taken pursuant to Rule 30
5 of the South Carolina Rules of Civil Procedure;
6 2. That the deponent reserves the right to read and sign
7 the deposition transcript.

8 *****

9 RONALD HAKALA, first being duly sworn, was examined and
10 testified as follows:

11 *****

12 EXAMINATION BY MR. HAWKINS:

13 Q. So, Ron, I'm looking at a -- I'm looking at some email
14 correspondence between you and Ms. Wienands and I guess
15 this took place on September 27th, 2020. Do you
16 remember going back and forth with Charlie and Gregory
17 about the issues related to the wedding via email?

18 A. Yeah, just by reading the emails and recalling.

19 Q. Okay. This has got some notes on it, but do you want
20 to look at it before I ask you questions about it? I'm
21 happy to let you if you want to or not. It doesn't
22 matter.

23 A. Yeah.

24 Q. Yeah, it's this one right here that I'm going to ask
25 questions about.

1 MR. ANTHONY:

2 Is there a Bates label on any of these, Josh?

3 MR. HAWKINS:

4 No, that's just mine.

5 MR. ANTHONY:

6 Okay.

7 MR. HAWKINS:

8 But it's the stuff that I'm sure we traded in

9 Discovery. It's the email correspondence.

10 MR. ANTHONY:

11 Okay.

12 MR. HAWKINS:

13 It's the September 27th, 2020.

14 MR. ANTHONY:

15 All right.

16 MR. HAWKINS:

17 I think.

18 THE WITNESS:

19 (Witness reviewing email.)

20 EXAMINATION RESUMED BY MR. HAWKINS:

21 Q. All right. So this email that I just showed you to
22 read from it was sent from you to Charlie on September
23 27th, 2020. Did you have a chance to read over this
24 and refresh your memory about it just now?

25 A. Yes.

1 Q. All right. Was that email sent after you had already
2 had I guess correspondence going back to July 21st of
3 2020?

4 A. Was that afterwards? I guess so. It's dated
5 afterwards.

6 Q. Yeah. And it looks like you-all had been talking from
7 the text to the email. And I have, you tell me if I'm
8 wrong about this, but I have the first time -- the
9 first correspondence with South Wind Ranch is July 21st
10 of 2020. Do you recall that or do you recall Charlie
11 talking to Ashley right around the middle of July 2020
12 about travel restrictions?

13 A. What I recall is Ashley telling me that they were
14 experiencing some issues. I don't remember. I don't
15 think it was specific and they were looking to possibly
16 cancel their wedding. That's what I remember her
17 saying and so I was kind of -- it was a busy time of
18 year I think, but I was kind of waiting to see -- I
19 think I recall telling Ashley, "Well, let's wait and
20 see what they, you know, what they finally come up
21 with."

22 Q. Yeah. And so is it fair to say that back on -- during
23 this first communication between the Muxlows and South
24 Wind Ranch on July 21st of 2020, there was not -- there
25 was not a breach at that time? You-all were just

1 communicating; is that fair to say? Or is it not?

2 A. Yeah. Well, no, there was no breach until the day that
3 they contracted for their wedding.

4 Q. Okay.

5 A. I mean I was just hoping that we could figure something
6 out and they could do it.

7 Q. Okay. All right. And so if I remember correctly, I do
8 remember because I was in New Zealand. I almost didn't
9 get back. The stuff really hit the fan in like March
10 of 2020. Is that --

11 A. Right.

12 Q. -- is that what you remember?

13 A. Yeah.

14 Q. So that was in March of 2020 and so the Muxlows entered
15 into an agreement with you well before March of 2020?

16 A. Right.

17 Q. Before the pandemic affected anything?

18 A. Right.

19 Q. Okay. And so then everybody is on notice in March of
20 2020 that there are issues with the pandemic. This is
21 nothing related to the Muxlows. Were you aware that
22 the pandemic was sweeping the globe in March 2020?

23 A. Yes.

24 Q. Were you already aware that it was going to affect your
25 business or did you already think it might affect your

1 business?

2 A. I thought it would be a possibility, but I had --
3 before the restrictions came down I had hoped that
4 people would look at our venue and see that we have 33
5 acres and a little more open space and maybe people
6 would consider doing that. The one thing that allowed
7 us to benefit that year was the fact that I did not
8 have any commercial kitchen equipment at our venue.

9 Q. Okay.

10 A. And so --

11 Q. It had nothing to do with Covid then, just a lack of
12 equipment that --

13 A. No, it had a lot to do with Covid, because the
14 regulations came down from CDC and put restrictions on
15 all the places that had commercial equipment.

16 Q. Okay. Okay. I gotcha.

17 A. So we were a little bit different.

18 Q. Okay.

19 A. But unbeknownst to me at the time I was building the
20 place it became somewhat of a competitive advantage
21 because we could spread out people and we weren't
22 serving from a kitchen. I didn't have no kitchen
23 employees or all that stuff. So we had good options
24 for people.

25 Q. Well, what was the first -- were there any customers or

1 clients before -- between March of 2020 and July 21st,
2 2020 who had any issues with any bookings, or
3 contracts, or dates, or anything like that?

4 A. March and July?

5 Q. Yeah, between March of -- between March when everything
6 started popping off in 2020 and then July 21st when you
7 had this initial communication that there might be a
8 problem. Was there any problems between South Wind and
9 any other customers related to wedding dates or any
10 kind of event dates?

11 A. Yes.

12 Q. Okay. How many do you think there were between March
13 of 2020 and July 21st of 2020?

14 A. Just like it shows there 13 or 14 weddings that were
15 basically --

16 Q. Stacked up?

17 A. -- stacked up that we had to now try to figure out what
18 to do with those people because they -- they weren't
19 allowed to have their --

20 Q. Right.

21 A. There was a national mandate --

22 Q. Yeah.

23 A. -- that said you couldn't have them.

24 Q. Okay. And so it would have been impossible for them to
25 have their event at all?

1 A. Right.

2 Q. Right. So in that context you would agree that those
3 wedding would have been barred by impossibility by law?

4 MR. ANTHONY:

5 Objection.

6 A. Barred?

7 Q. Made impossible?

8 MR. ANTHONY:

9 Objection.

10 A. Well, I guess it was a law, but I don't know. That's
11 kind of what the industry in the country was doing, so
12 we complied but as soon as things eased up a little bit
13 we caught stride and finished the year with everybody's
14 wedding that they had booked.

15 Q. Was there anybody -- any of those other 13 couples who
16 couldn't get married, did any of those want to go
17 forward with the date they had booked even though --
18 was it their desire to go forward, but you simply
19 couldn't have the event because of the mandates?

20 A. No, I think -- I wish my memory was better. I think
21 the mandate was you couldn't have more than ten or 12
22 people or something. So some people did come out there
23 just to get married. They wanted to start a family so
24 they came out there with their parents and spread a
25 part and got married.

1 Q. So there were some people --

2 A. I think there was -- I think there was two -- two of
3 those couples at least that did that.

4 Q. And were there couples that had a big guest list like a
5 100 or 200 people who couldn't get married during the
6 time when they were only allowed to have ten? Were
7 there other people that had to reschedule or couldn't
8 have their wedding on the date as planned because of
9 that reason?

10 A. Yes.

11 Q. Okay. And so that would have happened between March of
12 2020 and July 21st of 2020?

13 A. Well, it didn't last that long. It was only March and
14 April.

15 Q. Right. But that all falls between that time period?
16 Between the --

17 A. Between the time I heard from your clients?

18 Q. Yeah.

19 A. Is that what you're trying to say?

20 Q. Yeah. Yeah.

21 A. Yeah. Yeah, the answer to that piece of that, yes.

22 Q. Okay. So South Wind, South Wind knew before March 21st
23 that there were going to issues with people's weddings
24 and weddings were going to be rescheduled and that they
25 would have to -- that you-all would have to stay on top

1 of that because people were going to be shuffling dates
2 around and stuff like that; right?

3 A. Right.

4 Q. Okay. So after this initial contact on July 21st,
5 2020, what did South Wind do, what effort did South
6 Wind make to ensure that the Muxlows could have a
7 comparable wedding down the road? What did you-all do
8 to look for dates to make sure a date, you know, dates
9 were opened? What efforts did you-all make?

10 A. Since July 21st is that what you're saying?

11 Q. Yeah, after that -- after that initial July 21st, 2020,
12 communication where Charlie texted Ashley and
13 communicated with you-all about the travel
14 restrictions, what efforts did you-all make, or if any,
15 at that point to make sure that there could be a
16 comparable wedding held down the road?

17 A. I think what went through my mind at that point was
18 that it was kind of unclear. She was making me aware
19 of it, but because I remember all the way up until the
20 time of the wedding date I hoped that they would --
21 would do some version of their wedding on the date that
22 they had booked.

23 Q. Okay.

24 A. So I maintained that thought process. What did I --
25 what did I do? I -- well, first I tried to -- I think

1 later on -- I think whenever it was I trying to explain
2 the numbers thing to them I was trying to get them to
3 understand, you know, that if they looked at the same
4 or some date a year from now there could possibly be a
5 price increase, which we had already done. And I was
6 trying to just do the math for them to show them that,
7 okay, I was out -- you know, how their deposit would
8 work towards that other period of time and to
9 illustrate that I would be losing money, but I was
10 willing to do that at that time because of -- you know.

11 Q. Right.

12 A. You don't think I'm compassionate, but I am, you know.

13 Q. What -- at that point on July 21st of 2020, you-all
14 were on notice then that -- I mean when -- when Charlie
15 started talking about the travel restrictions you-all
16 knew then that there was a potential issue for people
17 coming to the wedding or whatever; right? I mean you-
18 all knew it before because the world was dealing with
19 this, but you also knew it because she pointed it out,
20 "Hey, there's travel restrictions. There might be an
21 issue"?

22 A. Everybody knew that. And all other -- just every other
23 wedding had some type of complications that they had to
24 deal with.

25 Q. Okay.

1 A. So, yes, that was --

2 Q. Okay.

3 A. -- in the mix of things going on in the world.

4 Q. All right. And then you-all had several communications
5 July 27th, July 29, August 4th, August 12th, August
6 15th, August 16th. You-all had a bunch of
7 communications between July 21st of '20 and then
8 September 27th of '20, both through texts and emails;
9 correct?

10 A. Correct. Correct.

11 Q. And did Charlie tell you at some point that a November
12 wedding was impossible because her entire family
13 couldn't travel due to them being, you know,
14 international? You know they couldn't make an
15 international trip. Do you recall Charlie telling you
16 that that it was impossible for her family to attend
17 and that a November wedding was impossible?

18 A. I think that's what led up to that last correspondence
19 there. That they were saying they were going to have
20 cancel. To them it was -- you know, to them it was
21 impossible.

22 Q. Uh-huh.

23 A. So that -- that would have been my I guess determining
24 point that said that, you know, they weren't planning
25 on coming. And that's when I encouraged them to figure

1 out some other alternatives.

2 Q. Did you tell -- did you assure -- well, let's back up.
3 And I know you don't remember a lot of details about
4 meeting with Christian, Charlie and Gregory because you
5 meet with a lot of people all the time.

6 A. Yeah.

7 Q. So it's my understanding, and you tell me if you think
8 this is something that happened or didn't happen. It's
9 my understanding that you are very cordial and friendly
10 when you showed the property. Does that sound like
11 something you would have done, been cordial and nice to
12 people when you show them the property trying to make a
13 sale?

14 A. I'm always cordial.

15 Q. Okay. All right. So if there's testimony to that fact
16 you wouldn't disagree with that; is that fair to say?

17 A. Fair to say.

18 Q. All right. Do you recall telling Charlie or Christian
19 that you-all should go have a beer sometime?

20 A. (Witness pausing.) It could be. I mean I --

21 Q. Okay.

22 A. -- I -- I might have said that. I tell people let's go
23 play golf.

24 Q. I hear you.

25 A. Yeah, most -- you know, everybody we've ever dealt with

1 we develop, you know, a pretty good relationship with.

2 Q. Did you tell Gregory that he come fish in the pond at
3 South Wind Ranch between the time he came to visit and
4 when he had his wedding?

5 A. Well, the first thing is it's a lake, not a pond, but,
6 yes.

7 Q. Tell me more about that. I'm an avid fly fisherman, so
8 I'm eager to hear this definition.

9 A. Okay. Because I did that for -- I told people that
10 come around property and, "That's a nice looking pond
11 you have." And I go, "Really? Where are you talking
12 about?" And I would force you to say lake and then
13 they would say, "Well, what's the difference between
14 the pond and a lake?" And I later found out that --
15 well, I used to tell them it was --

16 Q. Lakes have an inlet and outlet?

17 A. No, a lake is anything over two acres is what I tell
18 them. But then I ran into somebody that knew the
19 definition and the definition is it has nothing to do
20 with the size. It's the depth. So if it's over 15
21 feet deep it's a lake. And I go, "Yes, I have a lake."

22 Q. That is interesting.

23 A. It is.

24 Q. And I did not know that. All right.

25 A. Did you write that down?

1 Q. Did you tell Gregory that he could fish in your lake
2 between the time that he came to visit and the time
3 that they had the wedding?

4 A. Yes, because we -- we have -- anybody that gets married
5 there becomes a member of the ranch. So that is my
6 private club background. I want them to feel like they
7 can come out there and do photo shoots for the rest of
8 their life. If they want to go fishing and, you know,
9 we don't have anything going on, yes, I want that to be
10 a part of what --

11 Q. Okay.

12 A. -- we portray.

13 Q. Yeah. And that's kind of the -- that's kind of the
14 point I was getting to because my next question was did
15 you make a statement like once you sign this contract
16 you're a member of the South Wind Ranch family or the
17 club or something like that? Did you make a statement
18 like that?

19 A. Well, I said once you -- you become a member of the
20 ranch.

21 Q. Okay. And you can enjoy all the benefits that go along
22 with that?

23 A. Well, most people ask me what does that mean?

24 Q. Okay.

25 A. And like I just said, "Well, I want you to feel a part

1 of the ranch. That it will now be, you know, a part of
2 your history."

3 Q. Uh-huh.

4 A. And I want you to feel like you can come out there and
5 do, you know, Christmas cards or family portraits.

6 Q. Yeah.

7 A. "Charlie, if you want to go fishing," you know,
8 whatever.

9 Q. And that's part of the deal. That's part of the
10 benefit they get for entering into a contract and have
11 a wedding there is that lifelong membership to that
12 club?

13 MR. ANTHONY:

14 Object to the form. You can answer.

15 A. (Nods.)

16 Q. You need to say "yes"?

17 A. Yes. Yeah.

18 Q. Okay.

19 A. I'm sorry.

20 Q. All right. And so you would have made those statements
21 as part of the inducement of the contract?

22 A. It's a -- it's a benefit of the contract.

23 Q. Right. And that would have been a factor that most
24 people consider before signing the contract and
25 agreeing to enter into the contract?

1 A. Hopefully.

2 Q. Okay. And that was your intent?

3 A. That's my intent.

4 Q. Right. Okay. So if there was something -- if there
5 was something you said that wasn't true, and I'm not
6 saying you did, I'm saying if you said something that
7 wasn't true, that would have been a -- during that time
8 that would have been a fraudulent statement in the
9 inducement of the contract if you had said something
10 false?

11 A. If I'd said something false. Yeah, but to my knowledge
12 I -- I've never done that, so.

13 Q. Okay. All right. Fair enough. So I'm looking at the
14 email that I think is where you-all started to kind of
15 part company and you-all had been going back and forth
16 from July 21st, 2020 to September. And it looks like
17 that they're telling you -- it looks like this is from
18 Charlie, because I don't think you communicated a whole
19 lot with Gregory; did you? I mean after -- after you
20 met with him was most of the communication with
21 Charlie?

22 A. Yes. I don't really recall dealing with Gregory too
23 much.

24 Q. Yeah. I mean I'm getting married in April and my
25 fiancé does everything. I don't -- I just write

1 checks. I don't --

2 A. I'm sorry.

3 Q. -- call anybody, so I assume that she did but I wanted
4 to ask you to make sure. Did you ever talk to Gregory
5 via text, email, or telephone between the time he came
6 to the ranch and the time that everything went south in
7 September?

8 A. Well, if I would have it would have probably through
9 his text or phone call, but I don't recall that.

10 Q. Okay.

11 A. I wouldn't have had a real reason to reach to him at
12 the time.

13 Q. And did you-all -- did you initially -- did you
14 initially suggest that Charlie and Gregory get married
15 on the 7th of November of 2020 or was that -- was that
16 the -- that was the original date was 11/7 of 2020 I
17 think; right?

18 A. They had a two day wedding. It was the 7th and 8th I
19 think.

20 Q. Yeah. And so then did you suggest that -- did you
21 suggest between the time Charlie indicated there was
22 going to be a problem in September whenever thing went
23 south did you ever suggest a specific new date that
24 they could get married?

25 A. I don't -- I haven't been able to capture any

1 correspondence and I didn't see anything from your end
2 either that said specific dates. However, I -- I
3 typically would have thrown a few dates out there for
4 them to consider.

5 Q. Okay.

6 A. And I -- and I kind of feel like that happened because,
7 you know, Charlie's response to me was these -- none of
8 these dates are going to work. We're going to have to,
9 you know, cancel. And that's what prompted me to say,
10 "Okay, then. You know listen I really like you guys.
11 I want to try to work something out with you. Just
12 pick some dates randomly and let me see what I can do
13 for you as far as the price goes. Whether I can do it
14 or not. Whether they are available or not." That's
15 where I left it.

16 Q. The next thing -- you know, in this email that I'm
17 looking at the next thing that Charlie says after she
18 references the date she says to you, "Initially we
19 called Ashley to be proactive and mitigate
20 inconvenience and extra expense as much as possible."
21 Do you recall reviewing that statement by Charlie?

22 A. Reviewing?

23 Q. Yeah, do you recall -- do you recall --

24 A. I mean at the time or --

25 Q. -- do you recall reading this email and thinking about

1 it and thinking about what you would say to Charlie?

2 A. Was that email to me or Ashley?

3 Q. Yeah, it was to -- it was to you. Yeah.

4 A. If it was to me I read it.

5 Q. Yeah, it looks like on September 26th.

6 A. Yeah.

7 Q. So do you disagree with this at all that Gregory and
8 Charlie had made an effort, when they made all these
9 other communications with Ashley that they were making
10 an effort to mitigate inconvenience and expense?

11 A. Were they -- were they looking to work out something?
12 Yes.

13 Q. And, yeah, and that's what I'm asking is like we have
14 these one, two, three, four, five, six, seven
15 communications at least going back and forth, text
16 messages and things like that between Charlie and
17 Ashley and Charlie and you, and she says in this email,
18 "Hey, we've been trying to mitigate damage. We've been
19 trying to make sure that we keep inconvenience to a
20 minimum," and I want to know if you disagree with any
21 part of that statement by Charlie? There's no right or
22 wrong answer. Just do you think she's telling the
23 truth or not?

24 A. I have no reason to believe she's not telling the
25 truth.

1 Q. Okay. And in fact it looks like they -- she was making
2 an effort to mitigate damage; right, with these emails
3 and texts?

4 A. I guess it's your definition of mitigating damage.
5 We're trying to see what other possibilities are out
6 there to help the kids out.

7 Q. Okay. And so she was -- she was trying to figure out a
8 solution to the problems caused by the pandemic, too,
9 it looks like. Would you agree with that?

10 A. Yeah, she was -- she was scrambling. That's why when
11 -- during our conversations or correspondence, you
12 know, it kind of got down to, "Listen." I've said this
13 a bunch of times now. "I like you guys. I really like
14 you guys. Let's try to work something out. Give me --
15 pick some dates so I can consider them."

16 Q. Okay.

17 A. I don't know what's so hard to understand about that.

18 Q. Right. Well, sometimes there's -- sometimes, and I
19 don't know if this is in your answers because I don't
20 have it in front of me, but sometimes Defendants assert
21 a defense called failure to mitigate damages and so it
22 looks like she -- she was trying to mitigate damages.
23 That's what I'm trying to figure out if that --

24 A. And so was I.

25 Q. Yeah. I'm just trying to see if that is a defense or

1 not before I get to -- you know, I've got to know all
2 the defenses before I go try the case and so I'm trying
3 to figure out what they are. That's all.

4 A. Well, defensewise is, yes, I was trying to help her.

5 Q. Okay.

6 A. And then they stopped corresponding with me.

7 Q. Okay.

8 A. After I made a courteous gesture.

9 Q. Uh-huh.

10 A. Come on. Let's figure this out.

11 Q. Yeah. And then she goes on to say that she did -- when
12 she was trying to mitigate her, you know, inconvenience
13 and damages, she says, "I did this as soon as it became
14 apparent that Covid related delays were inevitable."
15 Do you disagree with any part of that part of her
16 statement?

17 A. Say that again.

18 Q. She says, "I did this as soon as it became apparent
19 that Covid related delays were inevitable."

20 A. (Witness pausing.) Do I agree with that?

21 Q. Do you have any reason to disagree with her? Do you
22 think she -- do you think she --

23 A. I think that was her opinion, but again it was her --
24 her choice. Just like a lot other people have made
25 hard choices.

1 Q. Okay. Well, let me ask you this way. Do you have any
2 evidence that Charlie or Gregory waited an unreasonably
3 long period of time between when they knew the pandemic
4 was going to cause an issue and when they communicated
5 with you-all about potential delays? Did they do
6 anything that was unreasonable and delay or anything
7 like that?

8 A. No.

9 Q. Okay. And then she goes on. She says, "Ashley told me
10 that it would be easy to reschedule and there were
11 plenty of Saturday availability remaining in 2021. We
12 paid extra money for Ashley's services and assistance
13 during the planning process." And I think what she
14 was referring to right there is by the time -- by the
15 time you-all got her dates that would work all the
16 Saturdays but two were filled up; is that correct or is
17 that incorrect?

18 A. No, that's not correct.

19 Q. Okay.

20 A. During that time period I did go back and look at what
21 sales I had transpire during that period of time and
22 none of them, zero, conflicted with anything that she
23 was looking at.

24 Q. Okay. And that would have been true on September 26 --
25 as of September 26 you would have still had more than

1 two --

2 A. Saturdays.

3 Q. -- Saturdays, prospective Saturday dates --

4 A. Oh, yeah.

5 Q. -- during the time frame that she was looking at?

6 A. Well, I don't know specifically what time frame she was
7 looking at. I gave her -- I gave her a couple of dates
8 that we would be -- we would be available to work
9 something out with her.

10 Q. Okay. It's my understanding, and I might be wrong
11 about this, that after some back and forth the dates
12 that were provided were September 11th and September
13 25th and that one of those dates didn't have the --

14 A. The two day block.

15 Q. -- two day block; is that correct?

16 A. I don't -- I don't recall, but probably.

17 Q. Okay. So we can agree that that's probably correct?

18 A. Right.

19 Q. Okay.

20 A. October, November, and May dates go first, so those are
21 typically booked up a year and a half, two years in
22 advance.

23 Q. People book weddings two years in advance?

24 A. I just booked 2024. And then I wish them good luck.
25 Stay -- stay together.

1 Q. But you're keeping their money if they don't, ain't
2 you?

3 A. That's right. Because they signed a contract that says
4 no refunds.

5 Q. I know.

6 A. The same contract basically your clients signed.

7 Q. All right. So did Charlie ever express concern to you
8 about reaching out to Ashley and then Ashley not doing
9 anything for two weeks before she got back to Charlie
10 with dates?

11 A. Did she ever convey that to me? I think it was in an
12 email later.

13 Q. Okay.

14 A. Well, I think is stated in there somewhere.

15 Q. Have you --

16 A. And I think Ashley said that was -- I think it was
17 during a period of time when I had some dental surgery
18 and I was kind out of commission for I think it was 12
19 days or something like that or ten days.

20 Q. Yeah. That might just be a fact question.

21 A. Yeah.

22 Q. But I wanted to know if you had any knowledge about it
23 and I'm going to ask Ashley during her deposition.

24 A. Yeah. Did I have any prior knowledge that it was
25 accumulating to be 12 days, no.

1 Q. Well, during that time because of all the Covid stuff,
2 during that time whether it was July 21st or July 27th,
3 or July 29th, during all those times dates in the
4 future were filling up because everybody was having to
5 reschedule; right?

6 A. Well, there was -- I don't know that there was an
7 abnormal amount of business during that time, but like
8 I said the time frame that I thought that they were
9 interested was the next fall. I didn't sell any of
10 those dates in that period of time, so --

11 Q. Well, during --

12 A. -- it didn't really impact their decisions at all I
13 didn't think.

14 Q. During the time between -- during the time between July
15 21st of 2020 and then September 26th of 2020, do you
16 agree with Ashley's statement that you were and I
17 quote, "showing the property like crazy"?

18 A. Like crazy? I don't think anybody uses those terms,
19 but I show -- I show the property every single week of
20 the year. So I don't recall it being anything
21 abnormal. Again, we have one of the nicer venues out
22 there, so we have a high demand for our product.

23 Q. Do you know if Charlie ever made any statement to
24 anybody at South Wind that said she was really worried
25 about every Saturday booking up? She -- she -- it

1 looks like on August 15th of 2020 there's some
2 correspondence between Charlie and Ashley where she
3 says -- Charlie says that she's afraid all the
4 Saturdays are going to book up. Did anybody ever
5 convey that you?

6 A. I don't recall that, no.

7 Q. Okay. Is that something that would be important to
8 know that the client is worried about all the Saturdays
9 booking up? I mean you as the business owner would
10 that be important for you to know that client concerned
11 that all the Saturdays they want might get booked up?

12 A. (Witness pausing.) Would that be a concern? Well, I
13 think it is a concern because, you know, we do have a
14 high demand and fall months are the most sought after
15 months of the year. So could I suppose that these
16 brides out there are worried about dates? It's very
17 possible. I mean I get calls every single week, "Can I
18 have October 22nd this year?" "Well, no, that's been
19 booked for a couple of years now" There's a lot of
20 engagements going on so there's a lot of demand for --

21 Q. I know.

22 A. -- you know, venues.

23 Q. Okay.

24 A. So to answer your question I think if they're bride
25 savvy at all they probably do have some concern about

1 securing their dates.

2 Q. What does bride savvy mean?

3 A. If they are aware of how fast the premier venues get
4 booked up and they could learn that probably through
5 their -- you know, their networks with their other
6 friends or if they had a sister or something that got
7 married. I don't know.

8 Q. So this is -- I have what I think is one of the major
9 turning points in the relationship between South Wind
10 and the Plaintiffs. And it's right around August 20 --
11 or excuse me, August 16th of 2020, and this after
12 August 15 when Charlie says she's worried about all the
13 dates getting booked up. It looks to me like you-all
14 provided two dates, what we talked about earlier, which
15 was September 11th and September 25th, and that neither
16 one of them had the complete time block that was
17 originally contracted for. In other words, it looks
18 like for one they weren't going to have access to the
19 ranch on the Friday night for the rehearsal dinner and
20 for the other one they were only going to have one day,
21 because things were getting shuffled around or
22 whatever; is that accurate or did I describe that
23 incorrectly?

24 A. Well, I -- I don't know they are one day or two day
25 opportunities back then or not. Again, but it goes

1 back to where does anybody come across from the time
2 they book a wedding that they're entitled to another
3 product down the road.

4 Q. Well, I'll -- so I'll -- I'll explain. I'll explain
5 why I'm asking. The reason I'm asking is because this
6 -- this is what -- and I wasn't there. I wasn't, you
7 know, there when you-all were talking to each other so
8 I don't know. I have to ask the witnesses. If Charlie
9 and Gregory, and I guess Christian was probably funding
10 this thing, most of it at least --

11 (Off the Record 3:23 p.m. -- 3:24 p.m.)

12 EXAMINATION RESUMED BY MR. HAWKINS:

13 Q. So the information I have and I think you have
14 confirmed that that sounds right, and correct me if I'm
15 wrong, is that there's -- there's a contract made for a
16 wedding. There's the pandemic. There's emails
17 expressing concern over family members not being able
18 to come and the wedding not be able to happen as they
19 planned it. You-all were looking for new dates and
20 then eventually the dates of September 11th and
21 September 25th are provided. Does all that sound
22 correct?

23 A. They were probably put out there as an option to
24 consider, yes.

25 Q. Okay. And do you have any reason to disagree that

1 neither one of those dates had the exact time block
2 originally contracted for? If you do then tell me.
3 Tell me why.

4 A. Yeah, I can only guess that they probably -- well, I --
5 that would mean that there was a wedding booked on the
6 Friday of those two dates and that would be highly
7 unlikely. Most people pick a Saturday. And then on a
8 two day wedding most people pick Friday and Saturday.
9 So if I gave them two Saturdays in September I can just
10 surmise or guess --

11 Q. The information that --

12 A. -- that the day before that was available also.

13 Q. Okay. So the information I have, and this might just
14 be another fact question where you-all two disagree,
15 you and Plaintiffs disagree. The information I have is
16 that when you-all finally provided dates September 11th
17 and September 25th one of those had only the Saturday
18 available and then one of them had the Sunday
19 available, but not the Friday night, so that neither of
20 the two options had the Friday night rehearsal dinner
21 until they left the suite on Sunday morning time block.

22 A. Neither one did?

23 Q. That's my understanding. I'm asking you because I
24 don't know.

25 A. I wouldn't think that would be the case, but I don't

1 know 100 percent.

2 Q. Okay.

3 A. And then again I -- I told them if that doesn't fit
4 your needs give me some ideas of what you're thinking.

5 Q. Well, if that's -- because that's what -- I know that's
6 what they're going to say in their depositions. And,
7 again, that's why we have the court to figure out fact
8 questions and differences of opinion and testimony and
9 things. But the issue, I think one of the main reasons
10 they filed this lawsuit is because if that's true, if
11 they contracted for one thing which is essentially a
12 three day block, not all Friday and not all Sunday, but
13 a three day block, and then they couldn't have the
14 wedding so there were two options provided. One of
15 which is a day of mourning, you know, 9/11. And
16 neither one of those dates had what they paid for it
17 seems like the options provided would have been
18 different than what they paid for because they paid --
19 they contracted for \$8,950 for that three day block,
20 couldn't have the wedding, and then the two
21 substitution dates provided were not for the same time,
22 so it looks like --

23 A. I know. But what -- why do you think they feel
24 obligated that I have to provide the exact same time
25 periods to them on a future date that wasn't ever

1 discussed or part of the original agreement?

2 Q. Well, what I think, and normally I just tell people
3 this my deposition I'm not going to answer your
4 questions, but -- but I'll tell you for clarification
5 because I think it's helpful for extracting everybody's
6 understanding of what happened. I think they feel like
7 they bought something for \$8,950. They paid a deposit
8 toward that \$8,950 price for a three day block. And
9 then when something happened out of their control you
10 tried to give them something less than what they paid
11 for. In other words, if we look at days as fishing
12 rods they paid for three fishing rod and then the
13 option you gave them for the same money was one fishing
14 rod. Do you understand the --

15 A. Yeah. And we did that a lot. We had a lot of two day
16 weddings and they had to revert to a one day wedding.
17 They chose to do that, because they wanted to hurry up
18 and get married. So they picked -- they picked a date
19 that only -- that was only a one day event.

20 Q. They chose -- they chose to do what?

21 A. They purchased a two day wedding event. When it was
22 not able to happen in that March/April period many of
23 them chose one day in time. It might have been -- it
24 might have been a Sunday. It might have been a Friday
25 that was available because they wanted to hurry up and

1 get married. And so let's say for example they paid
2 \$10,000. They contracted \$10,000. They paid five.
3 Well, I didn't have two days to give them. I didn't
4 charge them the other five. I didn't charge them a
5 total of \$10,000. We worked it out where I might have
6 charged them 7,500 or whatever for just the one day.

7 Q. Yeah. Well, let me ask you this then for purposes of
8 future motions. If there's testimony -- if there's
9 sworn testimony that the options offered were for less
10 time than the original contracted for time do you have
11 any evidence to controvert that or to rebut that?

12 A. Possibly.

13 Q. Well, what is it? This is -- I mean because this is
14 the time to --

15 A. Well, I'd have to go back and look at those two dates
16 and see if -- if at that point in time the Friday --
17 was it a Friday, Saturday or --

18 Q. The way I understand it originally they planned to get
19 there on Friday night, do the rehearsal dinner --

20 A. All right. So they had Friday, Saturday. Okay.

21 Q. But then leave Sunday morning?

22 A. Right. And we do that all the time.

23 Q. So it spanned across three days. Yeah.

24 A. So I would have to go back and look and see. I don't
25 -- I don't think I would have -- it's possible that

1 both of those Fridays were booked, but I don't think
2 so. So I would have to go back and validate that
3 Friday in front of those two dates that I gave them was
4 or was not available. I think -- I think they were,
5 but I don't know 100 percent.

6 Q. Okay. Well, if the only time slots available were for
7 less time than originally contracted for, did you agree
8 to deduct anything from the price since they originally
9 paid for that three day span?

10 A. Absolutely. We wrote new contracts on every single
11 person we did that way.

12 Q. No, no, I mean on my clients?

13 A. Right. We would have done the same thing.

14 Q. No, I'm asking did you offer? Did you send an email
15 that says we can deduct \$1,000 because you can't use
16 Friday night or something like that?

17 A. I told them to give me something to work with so I can
18 figure it out and that's what we did with everybody
19 else. Somebody else might have picked a date and I
20 said, "Listen, you owe me \$5,000 but now you're going
21 to go just a one day. Let me just -- give me another
22 1,000 or 2,000," or whatever.

23 Q. Okay. So this -- so this might be helpful. So the
24 Muxlows don't control the calendar or booking or
25 anything, so to say that you -- to say that they have

1 to give you a proposal in order for you to give them
2 what they paid for seems unfair. That's what -- that's
3 what I'm trying -- that's what I'm trying to figure
4 out. Did you ever send an email or -- let me finish,
5 or a text that said, "We only have a one day block
6 available and a two block available and both of those
7 are less than the three day block you paid for, so
8 we're going to reduce the price by this much on this
9 one and this much on this one." Did you ever send a
10 communication like that?

11 A. Yes, I implied that.

12 Q. Well, no. Did you ever send a communication that said
13 that?

14 A. No. No, because I didn't have anything specific to
15 work with.

16 Q. Okay.

17 A. Again, I sold them -- I sold them the two days.

18 Q. But you had specifically the 11th and the 25th to work
19 with. Neither of those days had a three day block. So
20 did you agree to reduce the price if they picked one of
21 these dates that you provided to them because it was
22 less than they paid for? Did you offer to do that?

23 A. I told them to pick a date and I would -- I would
24 negotiate the price after the -- after that. I didn't
25 -- I don't know what it is they would settle on. I

1 didn't give any prices out there because there was
2 nothing ever definitive decided.

3 Q. Well --

4 A. And they didn't give me any other feedback other than
5 they didn't like those two dates.

6 Q. And it was --

7 A. And that's -- and that's when I said, "Give me an idea
8 what you're thinking so I can figure something out for
9 you."

10 Q. Was it -- was it after that communication that you said
11 you were going to increase the price of their wedding
12 by 50 percent?

13 A. I never said I was going to increase their wedding by
14 50 percent. I was trying to illustrate an example so
15 that somebody could understand, anybody could
16 understand, that you purchased a piece of time. That's
17 what I sell. It's not like I have a product and you
18 can bring it back. It's -- it's a perishable product.
19 It's gone. I don't have the ability to sell that
20 anymore. And that's my business. I sell pieces of
21 time. So I was trying to share with them that just the
22 math was my example there. I said we have increased
23 prices for future dates. If I do this with you this is
24 kind of -- I want you to understand that I'm losing out
25 on this end and I'm losing out on the back end, but

1 give me an idea of what you're thinking about and I'll
2 see what I can do for you.

3 Q. So is it accurate that --

4 A. Do you think they understand that? Because that seems
5 like a simple math.

6 Q. Yeah, the math is simple. I don't think you're
7 interrupting the right solution to the equation, but
8 the math is -- I agree with you the math is simple.

9 A. They bought a --

10 Q. You wanted to increase the price by 50 percent to give
11 them one-third of what they paid for. So you want to
12 give them -- you know, the fishing rod -- the fishing
13 rod --

14 A. No, we never agreed to that.

15 Q. -- costs \$10 for three --

16 A. That's a product.

17 Q. -- and then you want to give them one fishing rod for
18 15. Do you see what I'm saying?

19 A. A fishing rod is a product. I have space and time.

20 Q. You've told me that.

21 A. Well, that's -- that's what I sell.

22 Q. And you were trying to give them less time than they
23 originally paid for more money. That's what I'm
24 saying.

25 A. We never discussed -- we never agreed on what the price

1 would be. I was trying to illustrate to them that --
2 Q. It was specific. There was not an illustration. You
3 said specifically that it's \$14,580. That's not some
4 number you picked out of the air. You said you were
5 going to increase price by that much which is about 50
6 percent from what they contracted for for one-third of
7 the time. One-third of the days at least.

8 A. I was trying to illustrate to them that not only that I
9 had increased prices but we never negotiated. We never
10 got to that point where I could talk to them about
11 which dates do you want. Let me see what I can do for
12 you.

13 Q. Wasn't that what Ashley was supposed being doing from
14 --

15 A. No.

16 Q. -- July 21st --

17 A. Ashley does not change dates.

18 Q. -- when you got the initial -- she sent texts back and
19 forth that said she was going to get with you about
20 dates specifically. She used the word dates.

21 A. Right.

22 Q. So --

23 A. But she doesn't -- she doesn't --

24 Q. -- but isn't that Charlie and Gregory trying to figure
25 out something with you sending something as early as

1 July 21st of 2020 that says, "Hey, this pandemic is
2 going to be a problem for people coming
3 internationally. We need to figure something out," and
4 then they don't get dates back for weeks? I mean
5 doesn't show that you-all didn't get them dates in a
6 timely fashion?

7 A. No.

8 Q. Okay. What should they have done? What should Charlie
9 and Gregory done differently during that two week
10 period while they were waiting on dates from you-all?
11 What would have been a better option for them?

12 A. Suggest some dates for me to consider.

13 Q. So they hired a wedding planner and you want them to do
14 a wedding planner's job?

15 A. No, the wedding planner doesn't pick dates. Doesn't
16 sell dates. Doesn't tour.

17 Q. Don't she plan -- doesn't she plan a wedding?

18 A. It has nothing to do with what we're talking about.

19 Q. Okay. How is it different?

20 A. Because I do all the negotiating. I do all the
21 pricing. I do all the sales. I do all the control of
22 the dates. I always have from day one. Once somebody
23 books then Ashley deals with the details of their
24 wedding. When they arrive what color the flowers are,
25 all of the details to execute a wedding. She has

1 nothing to do with any dates, any prices, any of that
2 stuff.

3 Q. So when Ashley told Charlie, "I'm going to get with Ron
4 about dates," should Charlie have known that she was
5 lying and then called you about dates anyway?

6 A. She's not lying. She's telling -- she's telling
7 Charlie, "Ron does have some dates available. Check
8 with him." Period.

9 Q. Yeah. Do you have any evidence that Ashley came to you
10 at any time between July 21st of 2020 and August 1st --
11 or I guess August 15th of 2020 and asked you
12 specifically for dates or said Charlie is worried about
13 dates or anything about dates from Charlie? Do you
14 have any evidence that that ever happened between July
15 21st, 2020 and August 15th, of 2020?

16 A. I don't know the answer to that.

17 Q. Okay.

18 A. I don't know if I have any -- Ashley made me aware of
19 it, yes.

20 Q. Okay.

21 A. I don't know when that was, how far along it was. I
22 just remember being aware of it and I think I responded
23 back, "Well, let's see where this goes. You know
24 hopefully they can work something out." And like I
25 said I had that attitude all the way to November. I

1 was saying, "Man, I wish they would just work something
2 out with us."

3 Q. And you said that in your email; right? You would say
4 -- you would say, "I increased the price and the dates
5 are gone, but please work with us," or something like
6 that?

7 A. (Witness pausing.)

8 Q. Right?

9 A. I said, "Give me an idea of what you're thinking, what
10 you need. What dates you want and let me see what I
11 can possibly do for you," just like I did everybody
12 else.

13 Q. It looks like from the email that I'm looking at, it
14 looks like Charlie communicated this issue that she had
15 about the delay to you. She says, "Ashley did not send
16 those dates to us for the next 12 days, which is
17 strange because she knew we were filling up and she
18 knew we'd already paid a lot money for her services and
19 the venue."

20 A. Well --

21 Q. I mean is that -- is that an untrue statement?

22 A. That was -- that was during that period I had the
23 dental surgery I think. Read that again, please.

24 Q. It says and this is Charlie speaking in her email to
25 you. She says, "Ashley did not send those dates for

1 the next 12 days, which is strange because she knew
2 dates were filling up and she know we already paid a
3 lot money for her services and for the venue." So
4 she's saying right there, "Look, we put you-all on
5 notice. We tried to do our part to work something out
6 and then Ashley sat on her hands for 12 days and didn't
7 do anything to get our dates."

8 A. No, that was wrong. Ron didn't give her the dates.

9 Q. Okay. Well, what did Ashley do to get with you about
10 days during that 12 day period?

11 A. She just told me that they were thinking about
12 different options with their wedding.

13 Q. Okay. Well, do you know if Ashley communicated that,
14 that she told you and you weren't doing anything
15 either?

16 A. Well, as soon as I -- as soon as I got back in the
17 normal operations and had the time I figured I'd look
18 at what I could possibly do and responded back, but it
19 took 12 days. That's not an unreasonable period of
20 time.

21 Q. Well, it is when you're showing the property all the
22 time and dates are filling up; right?

23 A. Well, you keep saying that, but that's not true.

24 Q. Well, tell me more about that because this is the first
25 time you've told me that wasn't true.

1 A. No, I --

2 Q. You said you show the property all the time.

3 A. I do. I show the property all the time, but I went
4 back and looked and we didn't sell any of the dates
5 that Charlie had expressed any interest in during that
6 period of time.

7 Q. Well, then why is the only Saturdays you had left
8 September 11th and September 25th?

9 A. Because people book a year and a half in advance,
10 that's why.

11 Q. So you're saying that none of the -- none of those
12 bookings were new, that they had just been on the books
13 and that was all that was left even --

14 A. Those were the -- those were the available dates that
15 we had that I could offer them at that time. And I
16 made it -- I made a gesture. I offered them that.
17 They didn't like any of those dates, so that's when it
18 prompted me to say, "All right. Give me -- give me a
19 time period that you're looking at and let me see what
20 I can do." I might have been able to find it, but I
21 don't think I would have been able to find a Saturday.
22 I don't think that, but I might have had a Friday or a
23 Sunday. Some brides now are going to Thursday, Friday
24 two day weddings. You know I just didn't have enough
25 feedback from them after I told them to give me

1 something to work with. And that's the last I heard
2 from them.

3 Q. When was the first time that you learned the Muxlows
4 were unhappy that you had increased the price of their
5 wedding?

6 A. Never.

7 Q. Okay. You never learned that until just now with me
8 telling you?

9 A. I can -- I don't remember ever discussing that. I can
10 remember trying to put into words the illustration --

11 Q. Yeah.

12 A. -- of how -- how it works.

13 Q. Well, it looks like you-all did discuss it on September
14 26th when she sent this email because she said, "To
15 make matters worse you then texted me that you're going
16 to unilaterally increase your price even though we
17 already paid you and even though the wedding was
18 delayed against our wishes and due to factors beyond
19 our control." You learned it on this date; right? On
20 September 26th you knew she was dissatisfied with your
21 unilateral price increase. You said you read the
22 email; right?

23 A. Uh-huh.

24 Q. So you knew this on September 26th, 2020?

25 A. Right.

1 Q. Okay.

2 A. And that's that prompted me to respond.

3 Q. Okay. And then it goes on to say, "We have gone over
4 our budget repeatedly and this venue was already
5 expensive. We can't budget an extra \$5,000 for next
6 year and we shouldn't have to since we have paid the
7 agreed upon price and kept our end of the bargain all
8 along the way. We were forced to reschedule in the
9 first place because my entire family cannot travel to
10 the U.S. during the pandemic."

11 A. Well, I still disagree with "we were forced to." They
12 chose to.

13 Q. They chose to have a pandemic?

14 A. They chose not to have their wedding.

15 Q. You just told me a few minutes ago that there were a
16 lot of weddings that couldn't be held the way they were
17 planned because of mandates and requirements --

18 A. Right.

19 Q. -- that people stay under a certain number?

20 A. That's right. That's right.

21 Q. That's not a choice. That's a mandate. That's a
22 federal mandate.

23 A. They could have came out there and got married with a
24 lesser number of people. They chose not to.

25 Q. Well, they could have came out there with snakes and

1 raccoons, but they --

2 MR. ANTHONY:

3 (Raises hand as objection.)

4 A. And they chose to get married the next month.

5 Q. Right. Well, what they contracted with you for --

6 A. Well, did something change in that period of time?

7 Q. -- and what you knew, what you knew, what the company
8 knew at the time the contract was executed was that
9 these people had a certain amount of people coming to
10 their wedding, coming from overseas and that they were
11 paying you for a certain service to be conducted in a
12 certain way. And then when there was a pandemic --

13 A. The number --

14 Q. -- you said, "Well, you chose not to have your
15 wedding." That's ridiculous.

16 A. The number -- no, it's not.

17 Q. Okay.

18 A. The number of guests has no bearing on whether we do
19 their wedding or not. We conduct a wedding for
20 sometimes 20 people, sometimes 200 people. It doesn't
21 matter to us how many people come. We sell a block of
22 time. They purchased a block of time for the two of
23 them to get married. They chose not to use that block
24 of time to get married, because they couldn't get all
25 their guests there. I can't help that.

1 Q. Do you know anything about the product you sell?

2 MR. ANTHONY:

3 Objection.

4 A. I know it inside and out.

5 Q. Okay. You're knowledge because you work in the
6 industry about the product you sell; right?

7 A. I hope so.

8 Q. Me, too. You sell something to people that women
9 cherish for the rest of their life. You're aware of
10 that; right?

11 A. That's exactly what I do.

12 Q. And you profit from that; don't you?

13 A. That's my business.

14 Q. That's your business. You profit from it. You know
15 that a woman having her family around her on her
16 wedding day is integralable (sic) -- is integral to the
17 wedding experience. You know that and you make money
18 off of that; don't you?

19 A. And you know that every woman is different.

20 Q. Yes or no?

21 A. Every situation is different.

22 Q. Ron, do you know that or not? Are you ignorant to that
23 fact --

24 A. I don't know that.

25 Q. So you're ignorant to that fact. Although you sell

1 lots of time for a wedding venue.

2 A. I don't -- I don't --

3 MR. ANTHONY:

4 Objection.

5 A. I don't know what women think.

6 Q. Well, nobody does.

7 A. That's right.

8 Q. But we all know how women are about their wedding.

9 That's common knowledge.

10 A. We know that they're emotional. And we are emotional,
11 too. And we try to take all things into consideration.
12 We can't control all those factors. I don't have the
13 ability with my product to control who can be there and
14 who can't be there. I sell a block of time for the
15 hundredth time.

16 Q. You've told me that a lot.

17 A. Yeah. Well, that's what they purchase.

18 Q. And you also told me you were compassionate and --

19 A. I am.

20 Q. -- now you're telling me you don't care what the
21 wedding was like and what they expect and what --

22 A. I didn't say that all.

23 Q. That's what in so many words --

24 A. I did not.

25 Q. -- you told me.

1 A. No, I didn't. I'm very compassionate. All these
2 brides are very emotional and we deal with that. We
3 deal with the most precious moment of their lives.

4 Q. I agree.

5 A. We take that very seriously. And we have tens and tens
6 of super satisfied experiences that these brides have
7 had. Charlie could have had that experience.

8 Q. No, she couldn't. She couldn't have the experience she
9 paid for.

10 A. Well, maybe --

11 Q. Let me ask the question.

12 A. No.

13 Q. No, no, let me ask the question.

14 A. She paid for that date.

15 Q. Let me ask the question. You just said that she could
16 have had the experience she paid for and that's not
17 true, because Charlie paid for an experience that
18 included her whole family. You knew what kind of
19 wedding she wanting because they described it to you
20 when you came. Then when a global pandemic stopped it
21 from happening you said, "I'm increasing the price and
22 you can only have one of the days. And by the way
23 there's only two days you can have." That's not
24 compassionate.

25 MR. ANTHONY:

1 Objection.

2 A. You're not describing it accurately. They never chose
3 any optional dates. I threw a couple of them out
4 there. They didn't like those so I said, "Give me some
5 different options that you think would be good." They
6 never responded. I can't help that. I can't help that
7 their family couldn't get here. I can't help that they
8 went ahead and had their wedding the next month
9 anyways. They could have done the exact same thing. I
10 don't know how much they had to pay or didn't have to
11 pay, but they could have had their wedding on that date
12 at South Wind Ranch as they contracted to do. They
13 could have done it with just the wedding party and you
14 or they could have had their family. They could have
15 had 100 of their guests show up. We could have done a
16 variety of different things. In the future I might
17 have given them, if they got married on that Friday or
18 that Saturday and they paid that balance, I would have
19 probably thrown in another party for them in the future
20 where the mom could have came. That's what we do.
21 That's showing compassion. We can't control
22 everybody's particular situations.

23 Q. Okay. And you think a jury is going to see this as
24 compassionate?

25 A. Absolutely.

1 Q. Okay. Do you wish you had done anything differently at
2 all? From the time Charlie told you on July 21st,
3 2020, that the pandemic was going to be an issue do you
4 wish you had done anything different between now and
5 when you-all parted ways and they said we're not going
6 to married there?

7 A. No.

8 Q. Would you do everything exactly the same?

9 A. Absolutely.

10 Q. If somebody else got married in Greenville County would
11 you do everything exactly the same under similar
12 circumstances?

13 A. Yep, we adapted to every single person's emotional
14 needs as best we could.

15 Q. The next thing in the email says, "We've called you
16 twice to talk about this with no response," which is
17 contra to what you've been saying about you trying to
18 communicate with them and them not responding to you.
19 So was Charlie lying in that part of her statement or
20 --

21 A. Probably not.

22 Q. Okay. Well, why did you not call them back when they
23 had called twice to express concerns before this email?

24 A. I don't know that I did not.

25 Q. Well, do you have any evidence you did?

1 A. Well, I can go back through my phone records to see if
2 I called them. I don't know. I don't recall whether I
3 did or I didn't.

4 Q. "And we feel at this point that we have not been
5 treated fairly as paying customers." I guess you
6 disagree with that. You think you treated them fairly;
7 right?

8 A. More than fairly.

9 Q. Okay. And then she says, "We would like to ask for our
10 deposit back and not schedule another wedding for next
11 year. I sincerely hope we can amicably part ways
12 without any further headache to either of us. Please
13 let me know when we can pick up a check within the next
14 ten days."

15 A. Then what did I say after that?

16 Q. Well, you tell me.

17 A. I said, "I really like you guys. I would like to try
18 to work something out with you. Give me some dates to
19 work with and let me see what I can do for you."

20 Q. Yeah, you responded back and you said, "I had you down
21 as cancelling your November 7th date and looking at
22 other dates in 2021," where I was referring to the
23 weekends in 2021 had increased the price. They are
24 actually \$14,580 now. But you don't think that's a
25 unilateral price increase?

1 A. No. I didn't treat anybody that way. We weren't
2 obligated in form or fashion to give them the \$5,000
3 credit towards anything. We weren't obligated. We did
4 that out of compassion.

5 Q. You know, Ron, that some of these jurors are going to
6 have been screwed by a wedding venue. You know that;
7 right?

8 MR. ANTHONY:

9 Objection.

10 A. No, I don't know that. How do I know that? I think
11 people know right from wrong.

12 Q. Well, I would hope.

13 A. Yeah. I think people understand when they purchase
14 something what they purchased.

15 Q. You tell Charlie, you say, "I can't do that." We dealt
16 with -- you basically are telling her you dealt with 14
17 other brides the same way that had weddings planned
18 from March until May. And that everyone had an
19 emotionally draining experience or something to that
20 effect. Is that -- do you stand by that?

21 A. Sure. Everybody had different circumstances. We had
22 to -- there wasn't any blanket way of handling any of
23 this stuff.

24 Q. So you were aware when you dealt with Charlie, because
25 you had dealt with other brides who had to postpone or

1 cancel, that this was an emotionally traumatic event
2 for them to have to postpone or cancel a wedding they
3 had been leading up to?

4 A. As it was every bride.

5 Q. Right. So you knew that about how people reacted to
6 not being to go through with their wedding and you
7 chose to continue that business practice and, in fact,
8 you did that with Gregory and Charlie?

9 A. But they are the only ones that we weren't able to work
10 out something with because they stopped communicating.

11 Q. Maybe they are the only ones that didn't let you bully
12 them?

13 MR. ANTHONY:

14 Objection.

15 A. I'd say it's just the other way around. I think that's
16 what you promoted them to do.

17 Q. You think I promoted them to bully somebody who kept
18 their \$5,000 --

19 A. Yes.

20 Q. -- and said you owe me another 10,000?

21 A. That's right.

22 Q. That sounds reasonable.

23 MR. HAWKINS:

24 And that's sarcasm for the record.

25 EXAMINATION RESUMED BY MR. HAWKINS:

1 Q. So then you tell her that you're not giving out any
2 refunds and you're going to stick to that. So you
3 didn't care what happened with any of these brides.
4 You weren't going to give out any refunds; right?

5 A. Wrong. Quit saying I didn't care. I do care.

6 Q. I said you weren't going to give out any refunds.

7 A. You said I didn't care about --

8 Q. And that's exactly what --

9 A. -- how they felt.

10 Q. I don't think you did.

11 A. Well, that's not true.

12 Q. I think you're mercenary in your business practices. I
13 think your practices constitute unfair and deceptive
14 practices under the statute and I think they're
15 entitled to recover trouble damages plus costs and
16 attorney's fees when a jury hears this.

17 MR. ANTHONY:

18 Objection.

19 A. Well, I think you're 100 percent wrong and you'll find
20 that it will be just the opposite of that.

21 Q. It could be. I've lost before at trial.

22 A. Yeah.

23 Q. So my question is did you interact with Charlie the
24 same way you interacted --

25 A. Yes.

1 Q. -- 14 other times?

2 A. Yes.

3 Q. So this was a repetitious business practice?

4 A. (Witness pausing.)

5 Q. To retain refunds --

6 A. On the surface. On the surface.

7 Q. To retain deposits whether or not --

8 A. The no refund policy was uniform. That's right.

9 Q. So that's a repetitious practice?

10 A. But the details of every wedding were different with
11 these emotional couples. So you had to be
12 compassionate. You had to listen to what their stories
13 were. And we did our best to take care of their needs.
14 Period. And we would have done this with Charlie had
15 they continued the process, and I don't know who was
16 advising them or what was going on, but it kind of
17 stopped and then time went by and they weren't there.

18 Q. And you have a theory that somebody coerced them into
19 trying to get their money back for a wedding they
20 couldn't have?

21 A. I really don't know what the reason. I didn't know
22 they went and got married the next month either.

23 Q. Okay.

24 A. I don't know what prompted that, what -- why they
25 couldn't have done it our property. I don't know

1 because they went and retained you or they didn't
2 really retain you, but they have you.

3 Q. No, they did. Charlie signed -- or her dad signed a
4 rep agreement. They're my clients.

5 A. But it all could have been avoided.

6 Q. It doesn't look like it could have by the record. I
7 mean you --

8 A. No, it does.

9 Q. -- you told them, "It's my way or the highway and I'm
10 keeping your money"; right?

11 A. Is that what I said?

12 Q. Yeah.

13 A. No, I didn't.

14 Q. Well, tell me how it was different than that.

15 A. Geez, Josh, for the hundredth time I said, "Pick a date
16 that will satisfy you and let me see if it's available
17 and what I can do for you." Do you have any
18 correspondence after that?

19 Q. Well, you stopped talking to them --

20 A. No.

21 Q. -- after this --

22 A. That was my -- that was our last correspondence.

23 Q. Yeah.

24 A. When I put that gesture out there to them.

25 Q. And then --

1 A. Do you have anything where they responded to that?

2 Q. To they responded to you telling them, "No, I'm keeping
3 your money"? I don't think there was anything to
4 respond to then.

5 A. No, that they're not keeping --

6 Q. You said you've going to owe me \$15,000 and you can
7 have less time. What were they going to respond to?

8 A. You can keep misrepresenting it. I'm telling you I
9 said to them, the last thing I told them. "Pick some
10 dates out so I can consider something for them." Show
11 me something that they said after that.

12 Q. I will say this and you --

13 A. You can't.

14 Q. Well, I'm going to right now.

15 A. No, you won't.

16 Q. Yeah, I'm about to say it. It looks like you were
17 trying to build and generate a record that was
18 favorable, but before you would say let's work
19 something out you would say 15 things before that that
20 were I'm going to keep your money. I'm not
21 rescheduling. I'm not working with you. That's what
22 it looks like to me.

23 A. Well, you're misinterpreting.

24 Q. Okay.

25 A. And you weren't there.

1 Q. No, that's true. I wasn't. That's fair. You and them
2 know what you-all talked about, and Ashley, and I
3 wasn't there.

4 A. That's right.

5 Q. That's fair. And then they will get to tell their
6 version of what happened when Jay deposes them and
7 you'll get to be there and see what their testimony is.
8 Do you think they're lying about anything
9 intentionally? And when I say "they" I mean --

10 A. No, I think they -- I think they were misinformed. I
11 don't know if you coerced them in any way, fashion. I
12 don't know. I know -- I know you're their friend.

13 Q. Yeah.

14 A. I know -- I know that's a possibility, but I also know
15 that I wish we could have kept a correspondence going.
16 I wish they would have responded to me. We would have
17 worked something out. I'm very confident of that.

18 Q. Yeah.

19 A. We did that with everybody else. They were sweet --
20 they were sweet people. We both adored them. We meant
21 them no harm.

22 Q. And have you ever had any issue with anybody else about
23 cancellations or about how their wedding went?

24 A. Sure there's been issues, but we've been able to work
25 them out with everybody.

1 Q. Okay. So I'm sure that you've seen these because you
2 knew I was going to depose you. This is a review left
3 from somebody named Karen and just "J" is the only
4 initial I have for a last name. Do you know a Karen J?
5 Do you know who that is who would have left a negative
6 review?

7 A. Karen J? I'm sure Ashley remembers them. I don't
8 remember them. Tell me what they said.

9 Q. So what -- so what Karen says is that the Planner, Ron,
10 insisted that you use Ashley and that she wouldn't
11 recommend that to anybody. She said she -- she paid
12 for a complete package, which included a wedding
13 planner and the day of coordinator. And she says when
14 her daughter would try to reach out to Ashley with a
15 question that Ashley would not respond. Have you ever
16 had any complaints about Ashley being nonresponsive to
17 people?

18 A. Nothing like putting in writing like that, no.

19 Q. Have you ever seen any of these reviews?

20 A. Yeah, I've seen the reviews. I mean like I tell
21 everybody I deal in trends. If you look at our reviews
22 they're mostly five star. Occasionally there's always
23 in anything there's going to be something negative. I
24 told -- I tell everybody, you know, don't take that
25 personal or if it becomes a trend and there's a lot of

1 people say that we're going to address that.

2 Q. Yeah.

3 A. There was always another side of the story and there
4 was in this case, but.

5 Q. It looks like this person said her daughter would have
6 to arrange meetings with vendors because she couldn't
7 get in touch with Ashley. Did anybody ever complain to
8 you about?

9 A. No.

10 Q. Is that false?

11 A. It's not impossible, but it's not -- it's not our
12 normal way of doing business, no.

13 MR. ANTHONY:

14 Josh, when you get a stopping point do you mind a quick
15 break? I just need to make a phone call.

16 MR. HAWKINS:

17 Not at all, man. Yeah, go ahead.

18 MR. ANTHONY:

19 All right. Thank you. I'll be quick.

20 (Off the Record 4:01 p.m. -- 4:08 p.m.)

21 EXAMINATION RESUMED BY MR. HAWKINS:

22 Q. All right. So this person, this Karen J person, goes
23 on to say that she's also unhappy with the experience
24 and she says that Ashley was not knowledgeable and she
25 wasn't organized, and that the rehearsal night was a

1 disaster. Did anybody complain to you about anything
2 that happened related to this wedding? And I know that
3 you have lots of weddings, but from her description has
4 anybody made complaints consistent with the description
5 that I just read to you?

6 A. I think I talked to her afterwards, yeah.

7 Q. Did you get her calmed down or did you-all --

8 A. Oh, yeah.

9 Q. So she was -- she wasn't as unhappy as she seems right
10 here after she talked to you?

11 A. No.

12 Q. Did she express dissatisfaction about anything else?

13 A. Not that I recall.

14 Q. About the golf cart being muddy or something like that
15 that the bridesmaids rode on?

16 A. I don't -- I don't remember that one.

17 Q. And so that would have been -- this would have been
18 October 10th of 2020 is when the -- the day of the
19 marriage was, the wedding.

20 A. Yeah.

21 Q. What was the original date that Charlie and Gregory
22 were supposed to get married? Was it November 7th of
23 2020?

24 A. I think it was 7th and 8th. They had a two day. It
25 might have been the 6th and 7th. I can't remember.

1 Q. So this person is describing business practices around
2 the same general time about a month earlier than
3 Gregory and Charlie were supposed to get married.

4 A. Yeah, but look at the others one around it. You're
5 picking one out of, you know, a bushel basket there.

6 Q. Well, that is my job.

7 A. I know.

8 Q. I mean, you know.

9 A. I know, but it would be nice for you to recite other 95
10 percent positive ones.

11 Q. I'm going to recite a couple of more here in a second.

12 MS. BLACK:

13 Can we get on with this?

14 MR. HAWKINS:

15 No, we can't. I'm entitled to seven hours and I'm
16 entitled to seven hours with you, too.

17 MS. BLACK:

18 Okay.

19 THE WITNESS:

20 I'm good.

21 EXAMINATION RESUMED BY MR. HAWKINS:

22 Q. So this October of 2020 that would have been about a
23 month after you had -- well, not even a month after you
24 had those conversations with Charlie about, you know, I
25 want a refund and you can't have one and all that kind

1 of stuff; right?

2 A. Yes.

3 Q. Did you anything between when you talked to Charlie in
4 September 2020 and October 10th, 2020 to change any of
5 your business practices or do anything differently?

6 A. No.

7 Q. Do you recall a person named Kathryn with a last name
8 that starts with "A"? All I have is the first initial
9 of the last name, but Kathryn A is what I have.

10 A. Is that a bride or a mom? I don't remember. Probably
11 a bride.

12 Q. I think it was a bride and it looks like she sent this
13 on 9/20 of '21, so this was not that long ago.

14 A. A year later.

15 Q. Yeah. Do you recall talking to anybody about a
16 complaint they had related to poor management named
17 Kathryn? It looks like Labor Day was -- it was a Labor
18 Day weekend wedding?

19 A. Again, I wish -- I wish I could recall better, but, no,
20 I don't recall. I mean as a general practice I follow
21 up on anything that I deem to be an issue they're
22 saying we did.

23 Q. She says -- okay. So she says that one part they were
24 dissatisfied with was the wedding coordinating team.
25 It looks like they signed a contract in February of

1 2020. And so --

2 A. I think that was the one where they had -- we had a
3 wedding contractor -- coordinator. I think she got
4 shifted to that person. I can't remember if that was
5 Lucy or not. One of them moved away and we had to take
6 it over from somebody else and so she did get shuffled
7 between two or three different coordinators.

8 Q. Yeah, she said -- she said four. She said they
9 assigned four different coordinators throughout the
10 planning process because the previous three had quit or
11 were fired. Now, I don't know if that -- is that true
12 they either quit or fired?

13 A. No. And one of them was I think due to -- it actually
14 was Covid. She got Covid.

15 Q. Okay. It says the last coordinator we were assigned
16 was a week before the wedding and was not responsive
17 and didn't answer their questions. Do you recall
18 anybody complaining about nonresponsiveness?

19 A. Not in advance, no.

20 Q. Do you think that nonresponsiveness caused them to
21 incur any damages or -- or --

22 A. No.

23 Q. -- be stressed out or anything like that?

24 A. No, because she recites in there, you know, everything
25 went off as planned and she had a beautiful wedding,

1 so.

2 Q. She does say the venue itself was beautiful. She did
3 -- she does say that.

4 A. Yeah. Uh-huh. You know everybody -- everybody has
5 their opinions and she was justified I think in that
6 respect that we did, not intentionally, but as
7 necessary have to move her from one coordinator to
8 another.

9 Q. Yeah, it says that the head of coordination said she
10 would be there the day of the wedding and, you know,
11 she was nowhere to be seen. So I don't know if that
12 means the whole day or just the first part of the day
13 or what. Was there a wedding coordinator that didn't
14 show up for a wedding?

15 A. Well, I think it was due to the Covid.

16 Q. Okay. Did you-all replace --

17 A. Yeah.

18 Q. -- did you-all do anything to --

19 A. Yeah, we provided the service like she said.

20 Q. Did you put a person in that place though --

21 A. Yes.

22 Q. -- to act as coordinator?

23 A. Yes.

24 Q. Okay. What was that person's name?

25 A. I believe it was Jessica.

1 Q. Okay. What's Jessica's last name?

2 A. Nephsa.

3 Q. Does she have any knowledge about Gregory and Charlie's
4 wedding or the --

5 A. No.

6 Q. She doesn't have any knowledge about this case?

7 A. No.

8 Q. Okay. She goes on to say the venue was a mess when
9 they showed up. Is that true?

10 A. (Witness pausing.)

11 Q. She goes --

12 A. I'll tell you. You're talking about policy earlier and
13 in trying to accommodate people we allowed her parents
14 to come down and help set up, which we don't like doing
15 that because we want to take care of everything for
16 people. So she witnessed us cleaning up from the night
17 before wedding and reported that as she thought that
18 was the way her wedding was going to be, but by the
19 time her wedding started the place was immaculate and
20 all reset. But the things that she cites on there are
21 things that she observed during our cleanup time.

22 Q. Okay.

23 A. So it was a bit odd, but.

24 Q. Yeah, she says -- according to her she says, "We had to
25 pick up all the cups and all the trash."

1 A. They didn't have to do that.

2 Q. She says, "We had to pick it all up because the
3 coordinator had run off for two hours to run an errand
4 --

5 A. Yeah, that's not true.

6 Q. -- three hours before the event." So is she lying or
7 is she mistaken or what?

8 A. She's mistaken.

9 Q. So there was not a coordinator that took off to run a
10 two hour errand three hours before the event?

11 A. No.

12 Q. Okay.

13 A. We always have people there.

14 Q. Then she goes on to express a concern about getting
15 everything in writing. She said, "Also make sure to
16 get everything in writing. We had issues with the
17 linens being included and then the venue changed the
18 services and said they were not going to give us the
19 linens. Thankfully we found the email stating that we
20 were supposed to get linens." So did you-all -- did
21 you-all try to not give this person something they paid
22 for? Did they pay for linens as part of their contract
23 and you tried to not give it to them?

24 A. No. That's not the way, no.

25 Q. If we call this -- if we call Kathryn to testify in the

1 Plaintiffs case if she testifies consistent with her
2 complaint, her statement here, you would disagree with
3 that testimony?

4 A. Read that. What is she claiming?

5 Q. It says, I'll read it verbatim. It says, "Also make
6 sure to get everything in writing. We had issues with
7 the linens being included but then the venue changed
8 the service and they weren't willing to give us linens.
9 Thankfully I found the email stating linens were
10 provided and got that taken care of."

11 A. We did have some earlier on -- which one --

12 Q. This was sent on --

13 A. But she contracted out I think quite a ways in advance
14 and in the beginning we had some weddings where we did
15 provide the linens.

16 Q. Okay.

17 A. And then it became a real hassle issue that we changed
18 that policy and so she was kind of grandfathered in and
19 that's what prompted her to say that we had included
20 that and indeed we had. And so we give it -- we give
21 it to her.

22 Q. It says that -- and then she complains about having to
23 walk in heels at the steep hill or something. And then
24 she says --

25 A. She's at the ranch.

1 Q. -- she says -- she says, "When we did our tour of the
2 venue and in our contract, there was supposed to be a
3 golf cart to transport guests to and from their cars,
4 but that was nowhere to be found." Did you-all -- was
5 that part of what they contracted for that they didn't
6 get? Golf cart transportation? Did they contract for
7 that --

8 A. No.

9 Q. -- and then not get it?

10 A. No, there was -- we had two golf carts in operation
11 that day transporting people from here and there. And
12 when she actually had to walk up the hill she didn't
13 request one or didn't see one. So she ended up
14 walking, but all she would have had to do is, you know,
15 text one of us that she needed a golf cart. That's the
16 way we usually work it, so.

17 Q. Okay.

18 A. The golf cart was there. She didn't see it, so she
19 walked.

20 Q. Okay. And she says she sent all this to you I guess
21 and she didn't hear anything back. I can't tell if
22 that's you or Ashley she sent it to. Somebody at South
23 Wind but she never heard anything back. Do you recall
24 finding out that this person expressed concerns that
25 you didn't respond to?

1 A. I did respond to them, but she had already written the
2 -- the review, so we were going to ask her if she would
3 please take it down, but we -- I guess I decided I'd
4 just let it -- let it sit there.

5 Q. Do you remember anybody named Katelin, last initial "B"
6 married on 10/6 of '18? That's been a while back.

7 A. Yeah, you had to go really far for that one. And she
8 wrote that review. I do remember that one. You're
9 picking my memory. She wrote that review. She was the
10 very first bride we ever did out there. So she writes
11 this review six or seven months later and I even said,
12 "Whoa, where is this coming from," because Katelin was
13 --

14 Q. It caught you by surprise?

15 A. Yeah. Katelin was super happy during -- during the
16 event, which I don't know where this came from. So I
17 made a couple inquiries and I made a couple of guesses.
18 And Katelin, we got our CO to open that place the same
19 week I think as her wedding. So we were scrambling to
20 get open, so I mean. And then as time went on Katelin
21 kept seeing all of our social media and going, "Holy,
22 cow, look at this. Look at this. This wasn't here
23 when I was there," you know. So obviously we made
24 continuous improvements from the get-go, but she became
25 I guess regretful that her -- we didn't look the same

1 way, you know, six months later or six months earlier.

2 Q. No, I -- yeah.

3 A. Yeah, so. And that ended up to be true. She was just
4 -- you know, she saw grass where there wasn't grass
5 before and stuff like that. She just wished that she
6 could have had that, but, you know, she didn't realize
7 either that, you know, the small price that she paid
8 compared to what we were, you know, charging and stuff
9 like that.

10 Q. She says, she made a complaint that wasn't related to
11 that. She says, "Nothing was finished." Well, I guess
12 it could -- I guess it could be. She says, "Nothing
13 was finished for my wedding." So does that mean -- is
14 that what you're talking about that you-all were still
15 getting stuff implemented and ready in general or does
16 that mean you weren't ready specifically for her
17 wedding? I don't know what that means.

18 A. The execution of her wedding went off flawlessly and
19 she was super happy about that. It was really the --

20 Q. Aesthetics of the landscape?

21 A. Yeah, that type of stuff, you know, because we -- we
22 were -- we scrambled just to get open for that day, so.

23 Q. She says that the owner, you I guess, "This venue made
24 so many promises about what this venue was going to
25 look like for my wedding day and sadly those promises

1 were broken." Did you break any promises to Katelin B?

2 A. No.

3 Q. It sounds like a rapper.

4 A. No, but from her standpoint she -- she remembered it
5 from what she experienced and then she looked at six
6 months later when things matured and grass grew in and
7 blah, blah, blah. And she equated that to, "That's
8 what I should have had when I had my wedding there."

9 Q. So we agree that she made an allegation that you broke
10 promises, but you disagree with that allegation?

11 A. Yeah, it wasn't a promise.

12 Q. Okay.

13 A. I can't promise her that grass is going to be green
14 tomorrow.

15 Q. Well, that's what -- that's what a contract is is an
16 exchange of promises and mutual consideration; right, a
17 mutually flowing consideration?

18 A. Yeah, but it doesn't usually contain the color of the
19 grass or the amount of dirt that's somewhere.

20 Q. She -- she actually didn't say anything about the grass
21 in here in her complaint. I may have said it to you,
22 but it's not in here. She says that you were -- she
23 said that she had to remind you to give her her deposit
24 back. Did you owe her some deposit that you had to
25 give back to her?

1 A. Yeah, we charge everybody a \$500 refundable security
2 deposit.

3 Q. What's that for?

4 A. In case there's any damages done to the property during
5 their event.

6 Q. Is that part of the initial money paid?

7 A. No, I don't require that until 30 days in advance.

8 Q. So Charlie and Gregory never paid you that \$500, that
9 deposit?

10 A. No.

11 Q. Okay. Did you ever talk to an IT person or any kind of
12 provider about removing negative comments, feedback or
13 reviews?

14 A. Like I said I -- I understand marketing. If it was a
15 -- if we got a lot of those I would be concerned. As
16 we discussed we're dealing with extremely emotional
17 people. Everybody has a different opinion. There's
18 tough brides. There's tough moms. There's tough
19 grandparents. So I've got to take care of all those
20 people and once in a while we're going to get a bad
21 review, but unless they become a trend I don't
22 overreact to them.

23 Q. Do you recall that when the communication broke down on
24 September -- this is the September 27th email that you
25 sent to Charlie, you're responding to her and she

1 wanting her refund back, but you're not going to give
2 it her. So then you say, "Hey, you know, other people
3 went through this," blah, blah, blah. "We refunded no
4 one." And then you eventually say, "I'll work with you
5 if you'll pick a date. I have three other partners and
6 a solid legal and accounting team." Do you recall
7 making that statement?

8 A. After reading it, yeah, I recall.

9 Q. Okay. Why did you mention a legal and accounting team?

10 A. Just to let them know that it wasn't -- you know, I
11 wasn't arbitrarily making this up. That this has been
12 a consistent practice and all my attorney, my
13 accountant, and my partners were all aware that our
14 agreement says no refunds.

15 Q. Did you --

16 A. I didn't want her to think it was just me saying, you
17 know, I don't like you or something like that and I'm
18 not giving it.

19 Q. Well, did you -- and I don't want know anything you
20 spoke with an attorney about in private, but did you
21 talk to an attorney about the issue with Charlie? Like
22 when these emails were going back did you consult with
23 an attorney about this?

24 A. No.

25 Q. Okay. So legal and accounting team would encompass

1 potential attorneys, accountants, partners if you
2 needed to consult with them and that sort of thing?
3 People you could consult with about --

4 A. Right. Right.

5 Q. -- legal matters, attorneys --

6 A. Yeah.

7 Q. -- accountants?

8 A. I mean we do have a legal representative and we do have
9 an accounting representative, so we have our team.

10 Q. Okay. Well --

11 A. But this has never been an issue until you made it an
12 issue.

13 Q. Well -- well, respectfully it looks like I didn't make
14 it an issue. It looks like you were the first one to
15 threaten anything about the law or anything legal,
16 because I don't see anywhere in the record where she
17 ever mentioned legal action or a lawsuit or anything
18 until you said, "Hey, I'm not giving you your money
19 back. And by the way I've got lawyers and
20 accountants." That's what it looks like. Is that not
21 an accurate depiction?

22 A. It's not. No, what -- no, it's not accurate because it
23 wasn't a threat by any means. I just said I have other
24 people that are behind our no refund policy that I have
25 to answer to.

1 Q. Right.

2 A. So I didn't want her to just think it was me being, you
3 know --

4 Q. Who do you have to answer to? I thought you owned it.
5 It's yours.

6 A. I do, but I have -- I have a team of people around me
7 that we meet periodically and, you know, discuss issues
8 and stuff.

9 Q. Who are those people?

10 A. Well, there's my three partners.

11 Q. Okay. Who are those people? What are their names?

12 A. Greg Hobbs, Sean Laney, David McCauley, Jackie
13 Patterson, and Joe Montgomery.

14 Q. Not Jackie Patterson the Insurance Reserve Fund
15 representative; right? I just want to make sure of
16 that. Okay. How do they profit from this business?

17 A. Well, how do they profit from it? Well, I mean I -- I
18 pay Jackie and Joe for any services that they provide
19 us and my partners haven't profited at all.

20 Q. What are --

21 A. They -- they -- they own a percentage of the ranch, so
22 --

23 Q. Okay.

24 A. -- hopefully someday we can, you know, produce
25 dividends or --

1 Q. Yeah. So the two partners, the two that have ownership
2 in South Wind Ranch, which two are those of the people
3 that you listed?

4 A. Three.

5 Q. I thought you were the third one?

6 A. No.

7 Q. Oh, it's four. You and three partners?

8 A. Right.

9 Q. Okay. Go ahead.

10 A. Greg Hobbs, Sean Laney, and David McCauley.

11 Q. Okay. And then they were part of this decision-making
12 process? I mean you consulted with them before you
13 made any decisions related to Gregory Muxlow and
14 Charlie Wienands; right?

15 A. Not on that specific thing, but in general, yes, we
16 talked about, you know, we're going to deal with these
17 individuals and all the rescheduling and all of that.
18 We knew that was going to happen.

19 Q. Well, the reason --

20 A. But -- but particulars, no. I mean we just --
21 everybody knew -- everybody was aware of what kind of
22 contract we had. We had the forfeiture clause in
23 there. That seemed to be popping up in a lot things
24 that I was reading about other venues and so everybody
25 was I guess aware of our stance and they knew I was

1 frantically working with everybody trying to make
2 things amenable to everybody.

3 Q. How much ownership does -- is it equally owned by all
4 the partners?

5 A. No, I own -- they each own 15 percent.

6 Q. Okay. So there's three people that own 15 percent each
7 and so you own 55 percent. They accumulatively own 45
8 percent?

9 A. (Nods head.)

10 Q. Is that a "yes"?

11 A. Right.

12 Q. Okay.

13 A. I'm sorry.

14 Q. So if we amend the complaint to name these other people
15 as Defendants then is it -- will it be your position
16 that they -- they would only owe 15 percent of a
17 verdict that's returned against the Defendants
18 accumulatively?

19 MR. ANTHONY:

20 Object to the form.

21 A. Is my what?

22 Q. So if South Wind, if there's a portion of a verdict
23 returned against South Wind, you know, it could be --

24 A. Yeah.

25 Q. -- a portion returned against Ashley and all these

1 Defendants. If there is a portion returned against
2 South Wind would it be your position that that portion
3 of the verdict would be you would have 55 percent
4 liability for that portion of the verdict, then each of
5 those other three Defendants would have 15 percent
6 liability for the verdict each? If \$100,000 is entered
7 against South Wind do you owe 55 and then each of them
8 owe 15,000?

9 MR. ANTHONY:

10 Objection.

11 A. No, it would be -- no, it would be South Wind Ranch.
12 I'm not going to -- just like when -- when we win I'm
13 not going to distribute 15 percent of our take to each
14 partner. It will go to South Wind Ranch.

15 Q. Have you and the other partners observed corporate
16 formalities?

17 A. Have they observed them?

18 Q. Have all of the owners observed corporate formalities?

19 MR. ANTHONY:

20 Object to the form.

21 A. Yes.

22 Q. For South Wind Ranch? Have you maintained appropriate
23 insurance?

24 A. (Witness pausing.)

25 Q. Do you think you've maintained sufficient and

1 appropriate insurance through Scottsdale?

2 A. Yes. Yes.

3 Q. Have you avoided commingling any personal money with
4 business money?

5 A. Yes.

6 Q. Have you made business decisions in a business oriented
7 way with other partners rather than making decisions
8 solely for your own interest?

9 A. Yes.

10 Q. And if we subpoena bank records and --

11 A. We have an Operating Agreement.

12 Q. Right. If we subpoena all that stuff will it show a
13 separation between your person and the business, legal
14 and complete separation?

15 A. Yes.

16 Q. Okay. What legal theory, if you know, don't tell me
17 anything you've talked to your attorney, what legal
18 theory are you relying on to make a claim for
19 attorney's fees?

20 A. Frivolous lawsuit and harassment.

21 Q. Well, you don't have a counterclaim for frivolous
22 lawsuit.

23 A. Oh.

24 Q. That has to be brought through a motion after a
25 favorable resolution, but tell me what my clients did

1 to harass you. Other than the lawsuit, because the
2 lawsuit itself can't be harassment, so what besides the
3 lawsuit did my clients do to harass you?

4 A. Harass.

5 Q. What did they do to harass you?

6 A. Well, maybe -- well, just bringing -- bringing the
7 claim is -- what did you call it? Frivolous? I guess
8 we'll just stick with frivolous then.

9 Q. So that's something different.

10 A. Okay.

11 Q. That's something -- right.

12 A. Yeah.

13 Q. Well, it's important if you have a claim for harassment
14 I need to know about it so I can defend it.

15 A. No. Well, I would say frivolous then. I mean to me
16 this a form of harassment, but it's a frivolous lawsuit
17 in my opinion.

18 Q. The deposition is a form of harassment?

19 A. Yeah, in a way. You know you're taking my time in
20 something that --

21 Q. Let's talk about that for a minute. Your time is
22 valuable; right?

23 A. Well, I hope so.

24 Q. Right. If you have to take time to attend mediation
25 and depositions and stuff like that, some -- some

1 amount, some monetary amount should be attributed to
2 that. Would you agree with that?

3 A. Is that what it's based on?

4 Q. I'm asking you because when I talk to a jury I'm going
5 to tell them to consider the time that my clients had
6 to take with lawsuit in order to get their money.

7 A. Yeah, well, I'm going to ask the same thing, so.

8 Q. I know you are. I just don't think it's going to go
9 anywhere.

10 A. Well, I think it is.

11 Q. Is there anything else you want to tell me that you
12 think is important about the lawsuit? This is the only
13 time --

14 A. No, I will tell you that I feel bad that they're having
15 to go through this and we're having to go through this,
16 because just like I said I really liked the couple. I
17 really do honestly believe we could have worked
18 something out. I don't know what got them sidetracked.
19 I don't know what triggered their behavior. I don't
20 know what made them go get married the next month
21 anyway when they could have gotten married at the
22 ranch. I don't know any of that. I feel bad about it,
23 but I don't feel it's warranted because we were able to
24 work out satisfactory arrangements with everybody, but
25 them.

1 Q. Anything else that you can think of that's important?

2 A. (Witness pausing.)

3 Q. Let me ask you this: do you have any intention of ever
4 trying to make things right with the Plaintiffs at all
5 before trial?

6 A. Well, we -- we made an offer in mediation and you-all
7 refused it.

8 Q. Oh, I didn't get any kind of monetary offer. That must
9 not have been relayed to me. What offer did you-all
10 make?

11 A. It wasn't anything monetary.

12 Q. What did you-all offer?

13 A. I think we offered to be willing to pay our legal --
14 our legal fees and walk away. I think that's what it
15 was.

16 Q. The offer was for you to pay your attorney for a suit
17 related to you keeping somebody's money?

18 MR. ANTHONY:

19 Josh, I think anything in mediation is supposed to be
20 confidential.

21 MR. HAWKINS:

22 It is, but I think he just waived it by telling me.

23 A. I mean I don't feel like they -- I'm a pretty principle
24 based guy. If I feel like I did something wrong I
25 would -- I would pay in a heartbeat. I didn't do

1 anything wrong. I treated everybody the same way. I
2 really liked your clients and I really wanted to work
3 something out with them. They still have -- even
4 despite all this I would still give them their deposit
5 credit towards an event at the ranch.

6 Q. Don't you think that would be awkward?

7 A. No. I think it would be reconciling.

8 Q. Reconciliatory?

9 A. Uh-huh.

10 Q. You might be right.

11 A. I mean that's not what -- we're not in the business to
12 be here. Like we talked about we're dealing with
13 emotional times, but we're also dealing with precious
14 moments in their lives.

15 Q. Yeah. I agree with that.

16 A. And we take that seriously. I mean we've done hundreds
17 now of satisfactory wonderful things. So this is --
18 this isn't normal. We don't like this.

19 Q. Yeah.

20 A. And it is -- it is time consuming and I don't -- I
21 don't like the fact that we're spending time here today
22 with you when we could be taking care of somebody else
23 and that I'm paying money to my attorney to defend
24 something that I don't think is warranted. I really
25 don't and I wish your clients would come to the same

1 resolution and let's figure something out. I would
2 still do that for them.

3 Q. Anything else?

4 A. No.

5 MR. HAWKINS:

6 Do you have anything?

7 MR. ANTHONY:

8 No.

9 MR. HAWKINS:

10 Thank you.

11 (THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION CONCLUDED
12 AT 4:40 P.M.)

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CERTIFICATE OF REPORTER

I, RACHEL H. WOOD, a Notary Public in and for the State of South Carolina, do hereby certify that the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript.

That the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

Rachel H. Wood, Reporter
Notary Public for South Carolina
Commission Expires: 02/13/2029

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) CASE NO. 2021-CP-23-00416
)
CHRISTIAN WIENANDS, CHARLOTTE)
MUXLOW, and GREGORY MUXLOW,)
Plaintiffs,)
v.)
SOUTHWIND RANCH, RONALD)
HAKALA, and ASHLEY BLACK,)
Defendants.)

D E P O S I T I O N

WITNESS: ASHLEY BLACK

DATE: January 12, 2022

TIME: 4:44 p.m.

LOCATION: Anthony Law, LLC
650 East Washington Street
Greenville, South Carolina

REPORTED BY: Rachel H. Wood, Court Reporter

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18
19 ALSO ATTENDING: Ronald Hakala,
20 Via Zoom Charlotte Muxlow,
21 Gregory Muxlow
22
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EXHIBITS

(None marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 STIPULATIONS:

2 It is agreed by and between the Counsel for the parties as
3 follows:

- 4 1. That this deposition is being taken pursuant to Rule 30
5 of the South Carolina Rules of Civil Procedure;
6 2. That the deponent reserves the right to read and sign
7 the deposition transcript.

8 *****

9 ASHLEY BLACK, first being duly sworn, was examined and
10 testified as follows:

11 *****

12 EXAMINATION BY MR. HAWKINS:

13 Q. Ashley. Is it all right if I call you Ashley?

14 A. Uh-huh.

15 Q. What's your date of birth?

16 A. 4/01/75.

17 Q. Where are you from?

18 A. Brownsville, Tennessee.

19 Q. Why did you move down here?

20 A. My husband took a job.

21 Q. What is your husband's name?

22 A. Claiborne Black.

23 Q. How long have you-all been married?

24 A. Twenty-three years.

25 Q. How long have you worked for Ron?

1 A. Since December the 18th of -- three years now.

2 December the 18th of 2019.

3 Q. What's a workday like for you?

4 A. It involves lots of emails and phone calls, and dealing
5 with vendors, and dealing with brides, and phone calls
6 and emails.

7 Q. Do you have a --

8 A. And meetings.

9 Q. -- do you have an office anywhere?

10 A. I have a home office. And then I work out of the ranch
11 a couple days of the weeks meeting customers and
12 clients.

13 Q. You don't wear a uniform or anything with a logo on it;
14 right?

15 A. Nope. I mean I have a hat and a sweatshirt that I can
16 wear if I wanted to.

17 Q. It says South Wind Ranch on it?

18 A. Uh-huh.

19 Q. How often do you wear that?

20 A. Very rarely. I don't particularly like them, so I
21 don't wear them.

22 Q. You don't have to have a name tag or anything?

23 A. No.

24 Q. Did you go to any college or university after school,
25 after high school?

1 A. Yes.

2 Q. Where did you go?

3 A. The University of Tennessee.

4 Q. The Vols?

5 A. Uh-huh.

6 Q. I'm a Gamecock myself, but. What did you major in at
7 Tennessee?

8 A. I was a liberal arts major at Tennessee, but I didn't
9 finish at Tennessee.

10 Q. Where did you finish?

11 A. Union University in Jackson, Tennessee.

12 Q. Okay. And then how long -- how much time transpired
13 between when you left there and when you moved to South
14 Carolina with your husband?

15 A. I married in 2000 -- I'm sorry. I married in 1998 and
16 we moved in 2009.

17 Q. And what was the reason for you-all moving again?

18 A. My husband took a job.

19 Q. What's his job?

20 A. He runs two cotton warehouses here in Greenville.

21 Q. Okay. All right.

22 A. Well, one now. It was two.

23 Q. All right. So tell me about your interaction with the
24 Muxlows. I guess then the Muxlow/Wienands group from
25 the first time you had an encounter with them until

1 you-all had a falling out.

2 A. I did not think that we had a falling out, but
3 apparently we did. So Charlie, and Greg, and I guess
4 Christian booked the venue.

5 Q. Uh-huh.

6 A. I was not a part of that tour or booking process.
7 After they booked and signed the contract, and I guess
8 paid the deposit, it was then turned over to me where I
9 reached out to Charlie and began the planning
10 conversations. We talked several times before she
11 initially decided to go with me as her planner, which
12 at the time I wasn't -- I was -- I was not the only
13 one. We had outside planners that were allowed in.
14 And Charlie would ask me questions and I guess in an
15 interview situation where she was trying to figure out
16 if I was going to be a best fit or not. She ended up
17 meeting me one afternoon out at the ranch. We went
18 over lots of things. We -- I remember there was a
19 couple other ladies in the room with us that worked at
20 the venue at the time and we had a nice conversation.
21 I think that was to my knowledge my only face-to-face
22 meeting with Charlie, but I had multiple texts, phone,
23 email conversations throughout the entire year of 2020,
24 including leading up the cancellation or the
25 postponement of the wedding. We thought at the time it

1 was a postpone until the communi -- I got -- I got kind
2 of kicked out communication altogether. She started
3 emailing Ron and the next thing I know I get email
4 that's just showing that she's upset. She's mad. They
5 don't want to reschedule. They want their money back
6 and here we are. And I had no recollection of her
7 being that upset. So I enjoyed working with Charlie.
8 I thought she was a very nice person. I recall in July
9 of 2020 when all this talk -- Covid started ramping
10 back up. I think Charlie had had Covid. I was then
11 experiencing Covid. She was a nurse. She was telling
12 me kind of how to deal with it and what to do, what not
13 to do. We communicated like normal people. Maybe even
14 could one day be friends outside of just the normal
15 wedding planner/bride situation. And then we
16 communicated through the fall once they started making
17 decisions on what they were and weren't going to be
18 able to do with their wedding and then here we are.

19 Q. Okay. You were in here when I talked to Ron about the
20 July 21st, 2020 communications. Do you recall that
21 communication where you exchanged text messages with
22 Charlie and she expressed concern about the Covid-19
23 pandemic?

24 A. Yes.

25 Q. Okay. What did you do after that date to plan for a

1 potential rescheduling?

2 A. The only thing I could is let Ron know that she was
3 concerned and that this is what she was thinking.

4 Q. Okay.

5 A. And that we are -- you know, at the time my fear was
6 that Covid was maybe going to ramp back up to where it
7 would cause more than just Charlie's wedding --

8 Q. At that point --

9 A. -- to be jeopardized, but hers ended up being the only
10 one at that point in time that didn't go through in the
11 fall of 2020.

12 Q. At that point after the July 21st, 2020, communication
13 did you or Ron make any efforts to look down the road
14 for new dates?

15 A. Yes, we did.

16 Q. Okay. What efforts did you make?

17 A. We looked at the calendar. We talked about what would
18 be available, what wasn't available. I mean I -- I
19 can't make decisions on that, but I communicated with
20 him that they were looking at a new date. They were
21 looking at possibly having -- wanting to get a new
22 date, because her parents or her family couldn't travel
23 from Germany. And I spoke to Charlie about the fact
24 that I would do my best to make him aware of it, and I
25 would do my best to help him realize, you know, the

1 severity of the situation, but at the end of the day,
2 the date, the pricing, every bit of that came from him.

3 Q. What evidence do you have to show that you and Ron made
4 efforts to look down the road for new dates after the
5 July 21st, 2020, conversation and before the next
6 conversation that took place a week later on July 27th?

7 A. The only evidence I would have is what you have, are
8 text messages. Charlie and I did talk on the phone
9 quite a bit --

10 Q. Yeah.

11 A. -- so that can't be proven. There's no record of that
12 and it's been over a year so I can't recall verbatim
13 word for word, but we did have multiple conversations
14 on the phone.

15 Q. Okay.

16 A. So there may be no record of that and you're saying
17 that I didn't respond or reach out, that's not the
18 case.

19 Q. Yeah, I don't see any evidence in the record and I
20 haven't learned of any evidence from talking to Ron
21 just now that any information was provided to them in
22 that week, that July 21st to July 27th week despite
23 Charlie telling you, "Hey, there's a problem. There's
24 a pandemic --

25 A. She didn't --

1 Q. Well, let me finish and I'll give you as long as you
2 want to respond. And then she says, "Hey, there's an
3 issue. I'm worried about my family," or whatever. I
4 don't have any evidence that you-all were doing
5 anything to mitigate what was going to be -- I mean
6 what was an imminent problem. You know what was going
7 to be --

8 A. It wasn't an imminent -- imminent problem at that
9 point. It was a consideration on her part. There was
10 no decision. So I made him aware of it. I made him
11 aware of it in general. Like, "Hey, this could be
12 another issue. We've got a travel band."

13 Q. Uh-huh.

14 A. And we are a destination wedding venue. We have a lot
15 of people that get married from the Greenville area,
16 but we have just as many people get married from out of
17 state, too.

18 Q. Uh-huh.

19 A. So we might need to think about this. What are we
20 going to do if this becomes an issue going further if
21 there are, you know, more domestic travel bands or the
22 limitation on gathering again? None of that happened.
23 It ended up only being an international travel band.
24 There were no restrictions. There were no --

25 Q. Well, there were restrictions on numbers; right?

1 A. No, not for us.

2 Q. Okay.

3 A. Because we didn't have DHEC regulated kitchen. So
4 South Wind Ranch had no regulations.

5 Q. There weren't assembly restrictions for a period of
6 time?

7 A. Huh-uh. Not after that gathering band was lifting in I
8 guess May when we started having more than, you know,
9 50 person weddings again.

10 Q. Right. And so between -- it would have been a little
11 bit before March, but let's say January or February of
12 2020 and May there were some -- you are aware of some
13 restrictions in place that would --

14 A. Yes.

15 Q. -- have prevented people from coming to a wedding?

16 A. Right. And we adhered to those.

17 Q. And so you knew that the implementation of mandates,
18 bands, and I guess assembly restrictions, you knew that
19 not only was that possible, but it was probable because
20 some had already been implemented; right?

21 A. You mean prior --

22 Q. Since the beginning of the year?

23 A. Yes, exactly. I was worried there was going to be a
24 relapse of March and April of 2020.

25 Q. Okay.

1 A. I was fearful of that, so we discussed that. We
2 discussed it on the phone. We discussed in a team
3 meeting. Do I have evidence written? No.

4 Q. So it looks like -- so it looks like at that point you
5 -- in July 21st of 2020 you were on notice that they
6 might need some new dates. And then by July 27th of
7 2020 you-all exchanged some more text messages.

8 A. What are those text messages? I mean I would like to
9 know what you're reading if you don't mind.

10 Q. I'm reading notes right now.

11 A. Right. Things that I gave, so can I --

12 Q. No, you didn't give me these notes.

13 A. All right.

14 Q. I made these notes in my computer --

15 A. Okay.

16 Q. -- while I was working diligently preparing for this
17 deposition.

18 A. Okay.

19 Q. It looks like to me, and you tell me if I'm wrong, that
20 you didn't make any effort to communicate with Ron
21 during that time because there's no evidence on July
22 27th of 2020 that you had done anything to communicate
23 with Ron about the impending pandemic and the problems
24 it was going to inevitably cause to Charlie?

25 A. You have no evidence that I didn't.

1 Q. That's my point. There's no evidence of anything.

2 A. You have no evidence --

3 Q. I wanted to know if you --

4 A. -- that I did or didn't.

5 MR. ANTHONY:

6 I'm sorry. Ashley, try to let him finish his question

7 --

8 THE WITNESS:

9 Okay. Gotcha.

10 MR. ANTHONY:

11 You're making life miserable for the court reporter.

12 THE WITNESS:

13 Okay. Sorry. I'm sorry. I don't mean to make life
14 miserable.

15 EXAMINATION RESUMED BY MR. HAWKINS:

16 Q. And I'm not trying to trick you. The way this works is
17 the court does everything based on evidence; right?
18 And so when I ask you -- what's going to be in front of
19 the court is what did you do to minimize and mitigate
20 the situation, what did we do to minimize and mitigate
21 the situation? And I know because Charlie does have
22 the screen shots that I can submit in response to a
23 Motion. I know that these texts were exchanged.

24 A. Uh-huh.

25 Q. And so if you find texts you can exchange them in

1 response to a Motion, too. But I want to know today
2 while you're under oath can you give me evidence that
3 between July 21st and July 27th you communicated with
4 Ron about your conversation with Charlie on July 21st
5 where she described her concerns about the pandemic
6 preventing her wedding or doing something bad to her
7 wedding?

8 A. I can only tell you that I picked up the phone and I
9 called Ron and I had a discussion.

10 Q. Okay.

11 A. So did I record that call? No.

12 Q. And did you send dates on July 27th from your calendar
13 to Charlie or Gregory?

14 A. I don't recall sending dates. I -- maybe not from my
15 calendar. Maybe dates that he gave me, but I don't
16 have a record of me sending her dates either, so.

17 Q. Okay. What about July 29th of 2020, it looks like
18 Charlie again put you on notice, so I guess this will
19 be the third time of her concerns about problems
20 related to the pandemic? And then she said -- I guess
21 you finally got with Ron at that point.

22 A. No, I had gotten with Ron in the beginning.

23 Q. Okay. So you disagree with that you hadn't --

24 A. I disagree.

25 Q. Okay.

1 A. Yes.

2 Q. All right. If you have some proof, some text exchange
3 between you-all or emails, you can submit that --

4 A. Okay.

5 Q. -- later on.

6 A. Otherwise it's your word against mine; right?

7 Q. No, I'm not a witness. I'm an attorney.

8 A. Their word against mine?

9 Q. Well, yeah --

10 A. Okay.

11 Q. -- her text messages against your word, yeah.

12 A. Right.

13 Q. And so the next thing I have -- did you ever describe a
14 potential price increase?

15 A. I told her that there had been -- I knew that there was
16 going to be a rate increase in 2021. There had been a
17 rate increase in 2021. That I did not handle the
18 pricing. I wasn't aware of specific dates and their
19 prices, but that, yes, there had been a rate increase.
20 There was no rate increase for Charlie and Greg just
21 because they wanted to reschedule. The rate increase
22 was already in place.

23 Q. Okay. So July 21st, 2020, she reaches out. You don't
24 dispute you-all had a conversation. You dispute what
25 happened between you and Ron outside of the

1 conversation?

2 A. I'm not disputing anything. You have told me what
3 happened.

4 Q. You're not disputing that you did nothing to talk about
5 Ron about the --

6 A. Yes, I am disputing that I did nothing.

7 Q. Okay. Right. And then July 27th, 2020, more text
8 messages. You agree with that?

9 A. Uh-huh.

10 Q. And then July 29th, 2020, the third time there were
11 text messages exchanged and then you tell Charlie there
12 could be a price increase or you mention a price
13 increase?

14 A. Can you read where I said that or are these in your
15 notes?

16 Q. No, I'm asking you. You sent the text message. I'm
17 asking you what you remember about them.

18 A. Yeah, I sent a text message reaching out to Charlie
19 saying, "Hey, I haven't heard from you in a while." I
20 communicate -- I started the conversation. I initiated
21 the conversation with, "Hey, there's been some -- a lot
22 of tours happening lately and I know that there's a
23 2021 price increase. Have you talked to Ron? Have
24 you-all made a decision on what you're going to do?" I
25 was going to bat for her. I was trying to be a

1 representative on her behalf.

2 Q. Uh-huh.

3 A. And the phone conversations that Charlie and I had,
4 which I know there's no proof of, but I was trying to
5 talk to her about how to talk to Ron about the fact
6 that she wants her mom there and the fact that she's
7 got a significant amount of people coming from Germany
8 that she would like to have there. I was advocating
9 for Charlie the entire time.

10 Q. At what point did Charlie and Gregory or I guess
11 Christian or somebody pay you for your services?

12 A. I think it was back in January of 2020 they paid me a
13 deposit.

14 Q. They wrote a check to you or they wrote a check to Ron
15 and he then gave you the money?

16 A. They paid me via my HoneyBook website, which at the
17 time I had. Now, everything is solely through the
18 ranch.

19 Q. Okay.

20 A. Because at the time I wasn't mandatory --

21 Q. Okay.

22 A. -- through the ranch. They had other opportunities, so
23 as my own person, I was my own coordinator vying for
24 the business, so they paid me through my HoneyBook.
25 It's a wedding website that we all use. There were a

1 lot of people on there she used. So they were issued
2 -- you know, we discussed what was going to happen.
3 They were issued a quote. They then signed off on it,
4 paid the deposit, and then they were issued a contract.

5 Q. Okay.

6 A. And that was strictly for me. It had nothing to do
7 with the ranch.

8 Q. So between -- and what were you supposed to do in
9 exchange for that money?

10 A. I was supposed to start helping them plan their wedding
11 which I did. I was -- I only received a retainer to
12 save the date. I didn't receive the full amount.

13 Q. Okay.

14 A. So I started working to help them plan their wedding.
15 The main we did is we sat down and we had a meeting
16 about what she wanted, what type of food, how they
17 wanted it served. You know how many guests. How they
18 want the table set, what kind of decor. We had a long
19 sit-own meeting. I think it was her and her -- maybe
20 best friend, maid of honor. And then I like I said the
21 two ladies that were working at the ranch at the time
22 that were kind of in training and learning the ropes a
23 little bit sat down with me. And the four of us had a
24 meeting in the bridal suite and from that point on I
25 went on and started to -- the first thing I deemed

1 necessary was to book her catering team, because those
2 teams book up the fastest, especially that time of
3 year. So I expressed to her kind of the order of
4 events I think we should go in as far as booking
5 vendors. And then I set out and started getting
6 quotes.

7 Q. How much money did she pay you total?

8 A. \$1,000.

9 Q. Do you feel you earned that \$1,000?

10 A. Yes, I do.

11 Q. How many hours did you spend working on Charlie's
12 wedding?

13 A. Oh, my gosh. I didn't keep an exact count, but over
14 the course of from January through I would say when I
15 guess communications stopped in September anywhere
16 from, you know, to 30 to 40, 50 hours total.

17 Q. Fifty hours just on Charlie's wedding?

18 A. Just -- just total, but, you know, the majority of my
19 time comes into play the weekend of.

20 Q. Uh-huh.

21 A. Yeah.

22 Q. Okay. Fifty hours. What -- what all -- so in 50 hours
23 what all did you do?

24 A. I told you what I was doing. I was helping her plan
25 her wedding.

1 Q. You must have sent --

2 A. And I was back and forth --

3 Q. -- hundreds of thousands of emails --

4 A. -- I back and forth with -- well, I spent several hours
5 in a meeting with her.

6 Q. Okay.

7 A. Okay. Hold on.

8 Q. So the other 38 --

9 A. Maybe it wasn't 50 hours. Okay. But I --

10 Q. Okay.

11 A. -- but I spent a lot of time. I -- I earned the \$1,000
12 that I got paid from them. And just if I could state
13 on the record no one ever asked me for a refund.

14 Q. Okay.

15 A. No one ever asked me, "Hey, I feel like you only did
16 this much money's worth."

17 Q. Well, do you want to give them a refund?

18 A. I would have had she asked me and not be sitting in
19 this office right now.

20 Q. Okay. So now --

21 A. I probably would have, because I liked Charlie.

22 Q. Okay.

23 A. But I didn't get the opportunity to say yes or no for
24 that.

25 Q. Okay. So it's going to have to be a jury that gives it

1 to her now?

2 A. Fine. I guess that's where we're going.

3 Q. Yeah. Yes, that's what a lawsuit is.

4 A. All right.

5 Q. All right. What about -- do you need a break or
6 anything?

7 A. No, I'm good.

8 Q. What about August 4th of 2020? It looks like you-all
9 communicate again and the price increase is out there.
10 You-all were talking about that. Do you recall any of
11 those conversations?

12 A. I recall having conversations with Charlie during the
13 entire process. So August 4th I'm not looking at the
14 paper, I don't know what that said, so I don't know
15 what to recall at this point.

16 Q. Well, I think that was the date that Charlie confirmed
17 the wedding would have to be rescheduled. Do you
18 recall that conversation when she finally said, "Look,
19 we're definitely going to have to reschedule it because
20 --

21 A. I recall --

22 Q. -- Covid is popping off"?

23 A. -- reaching out to her

24 Q. Yeah.

25 A. -- saying, "Hey, haven't heard from you. Just checking

1 on you." No response for several days. Maybe even a
2 week. And then I recall responding back out to her,
3 "Hey, sorry to bother you. I know you're busy." I
4 knew that she was a nurse. She's a Covid nurse. I
5 knew she was stressed. I knew that Covid was ramping
6 back up, but, "Hey, just worried about you. Please let
7 me know what's going on. Is all okay and what you-all
8 are thinking?" Me being proactive reaching out
9 advocating for Charlie.

10 Q. And on that day, on August 4th of 2020, she's indicated
11 that you -- you said you were going to Ron, which
12 indicated to her that you hadn't done anything since
13 July 21st of 2020 in the way of getting with Ron,
14 expressing there was going to be a problem, exploring
15 options to fix the problem. Is that true or is that
16 untrue?

17 A. No, I got in -- I got with Ron immediately.

18 Q. Okay. So between July 21st of 2020 and August 4th you
19 did -- it's your testimony that you completed some work
20 on either rescheduling or fixing the problems that
21 Covid was causing?

22 A. Correct.

23 Q. Okay. Do you have any evidence that you completed
24 those tasks? Just the phone calls?

25 A. Just the phone calls.

1 Q. Okay. And so you would have -- then there will be a
2 bunch of phone calls, like your phone records would
3 show a bunch of phone calls between you and Charlie --

4 A. Sure. Absolutely.

5 Q. -- between July 21st of 2020 and then August 4th of
6 2020?

7 A. Between me and Charlie or between me and Ron?

8 Q. Well, you and Charlie because it looks like you were
9 the proxy in the situation. You were the liaison for
10 lack of a better word; right?

11 A. Yes.

12 Q. Yeah, I mean you were the go-to?

13 A. Yes.

14 Q. You were Charlie's point of contact; right?

15 A. Yes, I was Charlie's point of contact.

16 Q. And so if Charlie had a concern about Covid, or her
17 family, or whatever she would need to go to you --

18 A. Right.

19 Q. -- and say, "Hey, this is a problem;" right?

20 A. Right.

21 Q. Okay.

22 A. But I did explain to her on multiple occasions I do not
23 make the decisions. I do not have the final say. All
24 I can do is tell you that, yes, we can reschedule your
25 wedding. I do not know when. I do not know what. I

1 do not know how much, but, yes, we can reschedule your
2 wedding. And we could have rescheduled her wedding.
3 So I did not lie to her. I did not give her false
4 information. I could not tell her when, where, what,
5 why, how much.

6 Q. Do you feel like you or any of the other Defendants
7 used the pandemic to profiteer --

8 A. No.

9 Q. -- or -- or make money off of people?

10 A. No.

11 Q. Has anybody ever expressed that to you?

12 A. No. Not to me.

13 Q. But you still have the \$1,000?

14 A. I do.

15 Q. Ron has still has his \$4,000?

16 A. Right. And Charlie still got married without a mom.

17 Q. Yeah.

18 A. Yes.

19 Q. And without -- without the venue they paid for. Yeah.

20 A. Well, that wasn't our decision. That was hers.

21 Q. Wasn't it though?

22 A. No, it was hers.

23 Q. Was it?

24 A. Yes.

25 Q. I don't know.

1 A. It was hers.

2 Q. Yeah. You know I've got to say I don't really blame
3 her for saying, "I'm not dealing with these people.
4 They're trying to charge me 50 percent more for one-
5 third of what I paid for. And by the way the wedding
6 planner won't call me back. She's been sitting on this
7 for two weeks."

8 A. Uh-huh. That's true. I know.

9 Q. I know.

10 A. I can show you phone records where I talked to Charlie.
11 You need to subpoena those. I'll be happy to find
12 them.

13 Q. I mean I'm sure he'll give them to us if they support
14 the case.

15 A. Okay.

16 Q. I mean I would.

17 A. Perfect.

18 Q. I'm surprised I don't have -- if that's what they show
19 I'm kind of surprised I don't have them now.

20 A. And also there was no charge -- like this what I kept
21 hearing in Ron's testimony -- deposition, you kept
22 insinuating that we charged her 50 percent more. We
23 did not charge her 50 percent. We had simply explained
24 to her that there had been a rate increase up to 50
25 percent more, but we did not say that that was going to

1 affect her.

2 Q. Well, do you think it's problematic that it's described
3 passively instead of actively?

4 A. No. It was described passively.

5 Q. No, let me -- let me finish. You and Ron both keep
6 saying there had been a rate increase like there's some
7 mystical Wizard of Oz somewhere increasing rates. You-
8 all increased the price. You had the autonomy to do
9 it. Ron does and that's what he decided to do because
10 he wanted to make more money. It's as simple as that;
11 right?

12 A. Well, we -- we -- we went back and looked at supply and
13 demand at the beginning of 2021 or 2020 --

14 Q. Yeah.

15 A. -- when -- when people normally make decisions about
16 their business going into a new year.

17 Q. Uh-huh.

18 A. We made the decision. He made the decision. I didn't
19 make decisions. He looked at the calendar and he
20 looked at stuff and he made decisions. Not every date
21 had a price increase. We didn't know at the time that
22 Charlie and Greg were going to cancel their wedding.
23 We didn't make any decisions based off of Charlie and
24 Greg is what you don't understand.

25 Q. I think I understand.

1 A. No, no, no, it's what you are implying, but what we are
2 not agreeing to.

3 Q. Yeah.

4 A. So.

5 Q. Okay. As far as you know did South Wind Ranch have the
6 ability to charge Gregory and Charlie the same amount
7 for getting married at a later date that they were
8 supposed to get married for on November 7th of 2020?

9 A. I don't understand your question.

10 Q. Ron makes the decisions for South Wind Ranch; right?

11 A. Right.

12 Q. In consultation with these other partners; is that
13 right?

14 A. Yes.

15 Q. Okay.

16 A. I don't make decisions.

17 Q. Okay.

18 A. Is that what you're saying, asking if I make decisions?

19 Q. Well, I'm talking about the price increase because
20 you're talking about supply and demand and we didn't do
21 this and we didn't do that and it was everybody else's
22 fault but ours.

23 A. No, we're not saying it was everybody else's fault.

24 Q. But I want to make sure I understand the decision to
25 increase prices was with South Wind Ranch alone; right?

1 A. Right.

2 Q. Okay. That's all I'm saying.

3 A. Okay.

4 Q. I'm just saying that South Wind Ranch made the decision
5 to increase the price at a rate of 50 percent above
6 what they originally agreed to pay. That's all I'm
7 saying.

8 A. But you say "they".

9 Q. Charlie and Gregory. The Plaintiffs --

10 A. The decision -- the decision made to increase the price
11 had nothing to do with Charlie and Greg.

12 Q. Okay.

13 THE WITNESS:

14 I don't --

15 MR. ANTHONY:

16 You're fine.

17 THE WITNESS:

18 Okay.

19 MR. ANTHONY:

20 Just answer his questions.

21 THE WITNESS:

22 Okay.

23 EXAMINATION RESUMED BY MR. HAWKINS:

24 Q. So let's go to August 12th. And so this is I guess the
25 fifth communication since July 21st. She keeps

1 reaching back out to you. July 21st, July 27th, July
2 29th, August 4th, August 12th.

3 A. Are you sure you're looking at the reach out being from
4 her and not me?

5 Q. Most of them, yeah. Uh-huh. Yeah, it looks like you
6 did text her on the 27th. And then you confirmed that
7 you hadn't done anything to talk to Ron in the past six
8 days, but I guess we'll figure that out.

9 A. I did confirm that? What did I say?

10 Q. You tell me. You wrote the text message.

11 A. I'm not looking at it.

12 Q. Neither am I.

13 A. I haven't seen it a long time.

14 Q. I'm looking at notes.

15 A. So you're taking --

16 Q. You get your phone out. Look at it for --

17 A. You're reading her words, the notes that you took is
18 what you're saying.

19 Q. I'm not saying anything. I'm asking you questions.

20 A. You told me that I confirmed not speaking to Ron.

21 Q. That's the notes I have.

22 A. Within in six days.

23 Q. If you disagree with that you can say that's not true.

24 A. That's not true then. I don't confirm --

25 Q. Okay.

1 A. -- that that happened.

2 Q. Okay.

3 A. That I did not speak to Ron in six days.

4 Q. Okay.

5 A. Because I speak to Ron every day.

6 Q. Okay. I'm talking about -- I'm talking about speaking
7 with Ron about fixing the imminent problem. That's all
8 I'm talking about.

9 A. I spoke to Ron about fixing the imminent problem.

10 Q. Okay. And this is consist with what you're telling me.
11 You say on August 12th, 2020, or Charlie asks you, she
12 says, "Hey, have you talked to Ron about available
13 dates? I just don't want them all to book up." Do you
14 recall her writing that to you in a text message --

15 A. Yes.

16 Q. Okay.

17 A. I do recall that. Do you recall my response?

18 Q. I don't -- I wasn't there. I don't recall anything.

19 A. You have it right there.

20 Q. The way I'm learning about the facts is asking you, a
21 witness, questions.

22 A. Okay. Then you're looking at it.

23 Q. I'm not.

24 A. Okay.

25 Q. I'm looking at notes.

1 A. Okay.

2 Q. Look, I'll show it to you. These are my notes. I
3 don't have text messages printed out.

4 A. Well, you showed him email to like get -- like --

5 Q. Yeah, I did that.

6 A. I can't -- I can't --

7 Q. You're not -- are you Ron? You're not Ron, are you?
8 You're a different witness.

9 A. I am a different witness.

10 Q. Okay.

11 A. But I'm just saying you're -- you're talking about
12 something that I did with Charlie, but yet you're
13 referring back to an email that he did yet you showed
14 it to him in the beginning --

15 Q. Right.

16 A. -- so that he could be familiar with it.

17 Q. Uh-huh.

18 A. You're not giving me that option?

19 Q. No.

20 A. Okay.

21 Q. But your attorney will. He will ask follow-up
22 questions.

23 A. Okay.

24 Q. I mean maybe.

25 A. Okay.

1 Q. I don't know what he'll do. But you recall her saying,
2 "Hey, have you talked to Ron? I just don't want all
3 the dates to book up." Do you recall her expressing --

4 A. Yep.

5 Q. -- that concern --

6 A. Yep.

7 Q. -- on August 12th of 2020?

8 A. Uh-huh. Yes.

9 Q. About a month after the initial conversation about
10 concerns on July 21st of 2020?

11 A. Yes.

12 Q. Okay. And then you say, "Hey, yes, I'm sorry I thought
13 I already sent you some." So were you supposed to have
14 sent dates to Charlie between August -- between July
15 21st and August 20th and you forgot or what? It says,
16 "Let me get to him about that." That looks like to me
17 when you say, "Hey, yes, I'm sorry I thought I already
18 sent you some," that you didn't send any, any dates?

19 A. I cannot recall that -- that -- I mean I reached out to
20 Ron for dates. I let him know about her concern and
21 then I had to step back and wait, so.

22 Q. Did you ever tell Ron specifically after this August
23 12th communication, did you -- or at any time between
24 July 21st and this date did you ever tell Ron, "Hey,
25 Ron, the pandemic is going to keep them from getting

1 married. We've got figure something out"? Did you
2 ever have that conversation with Ron?

3 A. No, because that was not what I believed.

4 Q. Okay.

5 A. I didn't believe the pandemic was going to keep them
6 from getting married, because it didn't keep them from
7 getting married.

8 Q. Okay.

9 A. I expressed to him that Charlie was concerned and
10 Charlie was worried and Charlie wanted some new dates
11 --

12 Q. She was --

13 A. -- that she could potentially reschedule to.

14 Q. Yeah.

15 A. That's what we did.

16 Q. Did she ever talk to you about the concern related to
17 her family about how important it was for her family to
18 be there?

19 A. I don't recall exactly. I know that we had several
20 conversations that were off wedding topic and I mean
21 I'm a mom so I would assume that that was very
22 important to her, but I don't recall her saying
23 specifically, no.

24 Q. Okay. Did you tell her that you were sorry about not
25 getting dates back to her on August 12th of 2020, on

1 the phone or via text message?

2 A. Apparently. I have no record of it.

3 Q. Do you recall talking to Charlie on August 15th of
4 2020, the next day and her telling you again to send
5 her dates?

6 A. I remember talking to Charlie different times and her
7 expressing to me that she was upset because she hadn't
8 gotten dates back and that she had reached out a couple
9 of times to Ron and that's when I explained to her that
10 he'd had -- he'd had surgery and that I knew of a fact
11 that he had been down for a couple of days due to his
12 surgery.

13 Q. Uh-huh.

14 A. And that I would definitely follow up and make sure
15 that someone -- he got back -- I mean not someone, that
16 he got back in touch with her as soon as possible.

17 Q. Did Charlie say to you on August 15th of 2020, "I
18 haven't gotten anything yet and I'm really worried
19 about every Saturday booking up"?

20 A. Apparently.

21 Q. Okay. Do you recall talking to her about that?

22 A. Yes, I just said I recall talking to her about --

23 Q. Okay.

24 A. -- all of these things.

25 Q. So was it apparent to you at least on August 15th of

1 2020, that Charlie was concerned that all the good
2 dates were going to be gone and that she had been
3 concerned for some time that all the good dates were
4 going to be booked up?

5 A. No -- no one told her that she could have a specific
6 date yet. So I don't know what she was concerned
7 about.

8 Q. I think she was concerned because she saw the writing
9 on the wall with the mandates and the shutdowns and
10 then I think that's why she sent the initial
11 communication back on July 21st of 2020, and then
12 that's why she sent another on the 27th, and the 29th,
13 and August 4th, and August 12th, and August 15th, and
14 August 16th. She kept communicating with you about,
15 "Hey, this is a problem. It's going to book up. This
16 is a problem. This is a problem."

17 A. Those -- those -- to my knowledge I do not have records
18 of those texts where she is day after day after day
19 coming to me asking for dates.

20 Q. Okay.

21 A. That did not happen. On more occasions than not we
22 either were on the phone together talking --

23 Q. Just chitchatting?

24 A. Chitchatting. About stuff and the wedding and her
25 situation and her fear, but text messages were normally

1 prompted by me, "Hey, have you heard anything? Hey,
2 what you-all decided?" And one that sticks out in
3 particular is that, "Hey, we're going to get back to
4 you. We're thinking we're going to scrap the whole --
5 this whole thing anyway and get married on the side of
6 a mountain." Which is what she told me, which is what
7 you said she did, which is that you said you had a
8 great time being a part of it.

9 Q. It was a good time.

10 A. It looks beautiful.

11 Q. It was.

12 A. And I even complimented her --

13 Q. The reception was a blast.

14 A. -- that day before I knew that we were fixing to be in
15 court.

16 Q. Yeah.

17 A. She did look beautiful. And I'm so glad that she got
18 married and I'm so glad that she had a great day with
19 those that could be there. Like he said we wish them
20 no harm.

21 Q. Well, she made us climb up the side of a mountain in a
22 suit so maybe I should sue for damages.

23 A. Maybe.

24 Q. It looks like on August 16th of 2020, you made the
25 statement that Ron is still working on getting dates

1 and that he will send her some dates or something. Do
2 you recall telling her that?

3 A. Probably. I remember having multiple conversations
4 about still needing dates.

5 Q. So the -- and I know that we view this differently, but
6 I think what they're -- what they see as a problem is
7 that they start like -- you-all have both testified I
8 think that you knew about the pandemic and the problem
9 it could cause back in March; right?

10 A. Uh-huh.

11 Q. Is that a "yes"?

12 A. I'm sorry. Repeat that.

13 Q. You and South Wind Ranch both knew that about the
14 problems the pandemic could cause back in March?

15 A. Yes, we knew about those.

16 Q. Earlier than March? I mean in February?

17 A. We didn't know that -- no. I had a wedding on March
18 14th and the very next Monday we were in lock down.

19 Q. Okay.

20 A. I didn't have any privy information --

21 Q. Okay.

22 A. -- about the pandemic.

23 Q. All right. All right. So we'll go with March then,
24 fair?

25 A. March 14th.

1 Q. Fair.

2 A. Was the date that we all learned that the world was
3 going to change. At least for me.

4 Q. Right. So what they see as a problem is they pay money
5 for you-all to organize and have this wedding and, you
6 know, part of that whole plan is for her wedding -- her
7 wedding party come here from Germany and all that
8 stuff. And then between March and July apparently
9 nothing has been done --

10 A. No, that's not true.

11 Q. -- no, listen. Let me -- let me finish and then you
12 can correct me about what --

13 A. Okay.

14 Q. -- you think I'm wrong about. And then nothing happens
15 between March and July. And then she says
16 specifically, "Hey, I'm worried about this pandemic and
17 the problems it could cause." No dates are provided.
18 Not on the 21st, not on the 27th, not on the 29th, not
19 on the August 4th, not on August 15th, not on August
20 16th.

21 A. She hadn't made a decision and asked for dates at that
22 point.

23 Q. It's not -- it's not on her to do all the work for
24 something she paid thousands dollars for you-all to do.
25 That's --

1 A. I'm not going to voluntarily --

2 Q. -- that's why she has an issue with it.

3 A. -- ask her to cancel her wedding.

4 MR. ANTHONY:

5 Ashley, you've got to wait for him to finish.

6 THE WITNESS:

7 Okay.

8 Q. Yeah, I think that will help us all to understand why
9 there is a disagreement.

10 A. Okay. Is this is -- it's not understanding my role I
11 guess. My role is to not say, "Hey, Charlie, I'm sorry
12 you're worried, but let me look into the future and see
13 what we have available and offer it to you."

14 Q. I think that's exactly what you-all are supposed to do.

15 A. No, it's not.

16 Q. Look -- look into the future --

17 A. She hadn't even made a decision she was going to cancel
18 yet.

19 Q. -- and see what dates are available. She told you on
20 July 21st she was knew that it was --

21 A. She did not tell me on July 21st --

22 Q. -- almost certainly you were going to --

23 A. -- she was going to. She was concerned.

24 Q. -- to have to reschedule the wedding.

25 A. She did not say that. I asked her --

1 Q. I'm not asking what you what she said.

2 A. Well, if you will produce my text messages you can see
3 when we spoke about her rescheduling and it was that
4 time when I reached out and said, "Hey, I'm worried
5 about you. I'm just checking in. Have you-all made
6 any decisions?" And she said, "I think we're going to
7 scrap the whole thing and get married on the side of a
8 mountain." That was in August maybe. I don't remember
9 because I don't have it in front of me.

10 Q. After August 16th?

11 A. Maybe. I guess. I don't have it in front of me.

12 Q. Well, at some point you conveyed these two dates, this
13 Saturday, September 11th date and Saturday, September
14 25th date?

15 A. I conveyed them?

16 Q. I think. I'm asking you did you?

17 A. I don't -- I don't recall conveying any dates. I
18 recall repeatedly saying the dates come from Ron.

19 Q. You-all -- you-all providing those and I just -- you
20 don't have take any advice from me, but you really
21 don't need to get worked up.

22 A. I'm not worked up. We've been here for six hours and
23 the same question has been answered --

24 Q. Yeah.

25 A. -- a hundred times.

1 Q. Yeah.

2 MR. ANTHONY:

3 I think advice goes both ways.

4 Q. Yeah. I mean, you know, he's going to get to depose my
5 people, you know.

6 A. Okay. That's great.

7 Q. I'm going to make sure they don't get worked up.

8 A. Like I say we have --

9 Q. Do you need a break? Do you need to --

10 A. I don't need a break. I just need to be done with
11 this.

12 Q. Do I need to get you need a drink or something?

13 A. No. Maybe when this is over.

14 Q. Okay.

15 A. I just need for this to be done.

16 Q. All right. I probably have 45 more minutes.

17 A. Okay. Perfect.

18 Q. All right.

19 A. Awesome.

20 Q. I've got a doctor's appointment.

21 A. Good.

22 Q. So I can't be here too late.

23 A. Okay.

24 Q. All right. Okay. So at what point did you learn about
25 the price increase?

1 A. Early 2020. That there was going to be a price
2 increase, early 2020.

3 Q. Did you ever have -- or how many conversations did you
4 have with Charlie specifically about the price
5 increase?

6 A. Maybe one when I told her that there is -- 2020 fall
7 days might have a price increase because it's in high
8 demand.

9 Q. Uh-huh.

10 A. When she was considering rescheduling it was maybe more
11 of an advice situation. Like, "Hey, I know that
12 there's a price increase in the fall of 2021, because
13 it's in high demand." So it was more of a talking her
14 through this and like, "Hey, you know he's going to
15 offer you a date and it's going to be rescheduleable.
16 We're going to be able to reschedule your date. It may
17 not be November 6th and 7th or 7th and 8th of 2021,
18 because it's going to be more expensive. You may not
19 want to pay the additional fees. Okay. He's going to
20 offer you some dates that he can give you another slot
21 and time and not charge you a dime to go over there.
22 But had they gotten less he would have given them a
23 refund.

24 Q. Okay.

25 A. He would have -- he would have or altered their package

1 in some way.

2 Q. Did you-all have any -- did you-all make any efforts to
3 fill the spot where Gregory and Charlie were supposed
4 to get married?

5 A. We made the date available on our calendar as people
6 toured. To my knowledge I asked him if he would do
7 that because I knew that was something that I had
8 expressed to her. I think the only way you're going to
9 get a refund is if we sell the date. Will we sell the
10 date this close in advance? I mean this close to the
11 date? Who knows. I made -- I -- I told Ron that they
12 were looking to reschedule and that he can make that
13 date available on his calendar for his tours.

14 Q. Okay.

15 A. That's what we did. That's all we could do.

16 Q. Anything else?

17 A. (Shakes head.)

18 COURT REPORTER:

19 "No"?

20 A. No, not on that topic.

21 Q. Did you --

22 A. Can you read my hand gestures?

23 Q. Did you do anything -- did you do anything to find --
24 did you ever consult with Ron about the fact that you
25 needed to find something comparable to what was lost?

1 In other words, if they're going to reschedule it needs
2 to be for the same block of time, it needs to be the
3 same price? Did you talk to Ron about those issues?

4 A. Yes. Yes, I mean I always do. I think that's fair. I
5 would -- I would want that as a consumer myself as a
6 bride. I talk to Ron a lot as a mother with two girls
7 in their 20s that is going to be paying for wedding in
8 the near future.

9 Q. Yeah.

10 A. It's what I would expect, what I would want.

11 Q. So was that -- can we agree that it was not
12 unreasonable for Gregory and Charlie to want the same
13 amount of time for the same amount of money that they
14 originally purchased?

15 A. Correct. And I think -- I know that we don't know the
16 specifics on this yet, because I know this is a big
17 topic for you-all, but I recall that one of those
18 weekends was apples to apples, except it for wasn't in
19 November.

20 Q. What is apples to apples?

21 A. Apples to apples. Your dates. You're saying is the
22 three day weekend.

23 Q. I thought you were describing some festival in TR or
24 something.

25 A. No. Apples to applies versus oranges to oranges or

1 apples to oranges. You know that whole analogy. But
2 apples to apples would be, the perfect apple to apple
3 would be Charlie and Greg getting to reschedule their
4 wedding to November 7th and 8th of 2021 for no
5 additional money and everything being hunky-dory. That
6 would be apples to apples.

7 Q. Okay.

8 A. Okay. Apples to oranges a little bit different. Maybe
9 that Friday night is not there, you know, but, hey, I
10 can still give you that weekend but you can't have the
11 whole weekend because we've already sold the Friday.

12 Q. Okay.

13 A. Blah, blah, blah. But I do recall, this is just my
14 recollection, I'm not -- I mean I'm not swearing on my
15 life on it --

16 Q. You're swearing under oath.

17 A. Well, I'm not swearing on it. I'm recalling that one
18 of those weekends was a Friday and Saturday. And
19 you're thinking that Sunday is another day and it's
20 not. They still could have checked out on Sunday.
21 They would have checked in on Friday. They would have
22 had their rehearsal activities, party, whatever it is
23 they wanted to do that day. They would have gotten
24 married on Saturday. They would have spent the night
25 on Saturday night. They would have left Sunday

1 morning. One of those weekends was available in that
2 entire capacity and in my recollection Charlie said,
3 "It's still too hot in September. I don't want that
4 date." And that's when things went way south. That's
5 my recollection.

6 Q. Okay.

7 A. That was just kind of apples -- well, it's not even
8 apple to apple. Like I said November to November is
9 apple to apple. So it's an apple to orange.

10 Q. Okay.

11 A. I'm not trying to be funny. I have a lot to do.

12 Q. Did you ever tell Charlie after these conversations
13 that Ron was touring like crazy these past couple of
14 weeks. That period -- that 12 day period we were
15 talking about earlier, did you ever make the statement
16 to Charlie, you know, he's been showing property. He's
17 been touring like crazy?

18 A. Probably. I mean we show the property like crazy all
19 the time. I mean those were my words. You probably
20 took my words. We show the property like crazy. I
21 mean yesterday he showed the property five times. I
22 was there for work and working with our admin and he
23 said, "Hey, good to see you. I'm probably not going to
24 see you before you leave. I've got five tours back to
25 back." I was like okay.

1 Q. And what they were under the impression was, and what
2 it looks like to me from the record from talking to
3 you-all, is that during this time, you know, she
4 expresses a concern and she's saying, "Hey, we've got
5 figure this out. We've got to find a date." You-all
6 do anything and during that time you aren't doing
7 anything all the dates book up because -- and let me
8 finish, because Ron is showing the property like crazy.
9 Now, you can tell me however that's wrong.

10 A. Well, I feel like that -- that whole conversation was
11 prompted when I reached back out to them in July to say
12 -- or August, I can't remember when it was, whenever
13 that was that I reached out and said, "Hey, I'm just
14 checking back out on you to see what you-all made a
15 decision to reschedule or not because I know the
16 property is showing is like crazy." That was me being
17 proactive with her. I don't know where I became the
18 villain, but apparently I'm the villain. But I was
19 literally 100 percent tried to be proactive with her
20 the entire time. Once I realized it was a definite
21 concern for her and once I had the compassion that you
22 say we don't have for her that her mom wouldn't be
23 there or her -- I don't even know exactly know who all
24 the family was. I do recall that mom was one of them,
25 but I don't recall --

1 Q. Her mom lives here. She was concerned about all her
2 cousins and her extended family because they all live
3 in Germany for whatever that's worth.

4 A. I would get married -- never mind it doesn't matter
5 what I would do. Never mind.

6 Q. Did Charlie tell you that she was frustrated because
7 she had asked for dates like two weeks ago and she
8 didn't have any? Did she ever tell you that?

9 A. I mean I -- I feel like yes we had that discussion in
10 our text messages and I said, "Well, I'm sorry. I'll
11 reach back out to Ron and make sure he gets to you. I
12 do know he's been under the weather. He had surgery."
13 Like, yes, we had that conversation that she was
14 frustrated and that I was going to try to go to bat for
15 her.

16 Q. And did you tell her that you were sorry about what
17 happened?

18 A. I'm sure.

19 Q. And was that an acknowledgment of failure to provide
20 dates for the past two weeks?

21 A. I was never supposed to provide dates. I was to
22 supposed to act as liaison on Charlie's behalf to get
23 Ron to focus and get her some dates. I can't make Ron
24 do anything.

25 Q. And did you -- did you tell Charlie that you had told

1 Ron Charlie was frustrated?

2 A. I don't recall telling Charlie that I told her that he
3 was frustrated, but I'm sure I did. I'm pretty direct
4 with Ron. If I feel like he needs to hear it I'll tell
5 him. So I'm sure I said, "Hey, Charlie is frustrated.
6 We need to hone in and get her some dates."

7 Q. Did you ever see the September 26th, 2020, email
8 correspondence between Ron and Charlie?

9 A. I did only after he forwarded it to me.

10 Q. Okay.

11 A. And I was blind sided. I was like, "Whoa, wait. She's
12 mad. She throwed (sic) me under the bus. Wait. What
13 happened? Where are we going? When did this come
14 about?" That was my response.

15 Q. So he received an email and then immediately forwarded
16 it to you so you could see what was going on?

17 A. I don't know if it was immediate, but I did eventually
18 receive it but I know that I stopped being copied on
19 any correspondence from Charlie where in the beginning
20 I was, you know, a big part of everything. And
21 apparently I'm the one that dropped the ball, but yet I
22 stopped being copied on any correspondence, including
23 being asked for a refund, including being told that I
24 was fixing to be sued.

25 Q. Who told you you were fixing to be sued?

1 A. Nobody. I got a letter from Ron one day when I got
2 there.

3 THE WITNESS:

4 What did we get?

5 Q. He can't. You're under oath.

6 A. I'm sorry. Yeah, I forgot. I'm sorry. We got I guess
7 a letter. What do you call those things?

8 Q. A complaint?

9 A. I guess.

10 Q. You would have been served with a Summons & Complaint?

11 A. Yes, sir, I was served with papers. Well, I wasn't
12 served myself. Like it was just at the ranch when I
13 got there. Like no one served me with papers except
14 for this letter. That it named me in the lawsuit I
15 guess. So I had no opportunity to make right or wrong
16 on anything in the situation. I was cut out of the
17 loop completely once they weren't happy with their --
18 the dates that were given.

19 Q. You know Ron pretty well, don't you?

20 A. Uh-huh.

21 Q. Why do you think he was the first one --

22 A. Yes.

23 Q. -- to bring up his legal team in the email
24 correspondence? Why do you think he did that?

25 MR. ANTHONY:

1 Object to form.

2 THE WITNESS:

3 Can I answer or not answer?

4 Q. You have to --

5 A. Oh, I have to answer it. I'm sorry. Yes, I don't
6 think that that was a bully tactic. I read that. I
7 mean I listened in while you-all were talking about
8 that and I can see where that might be taken that way,
9 but he's not a bully. And he would never --

10 Q. I'm just asking why you think -- because you know him
11 and you know how he is. I don't know him. You do.

12 A. I think it was just, hey -- like he said like this --
13 like it was a way to be like, "Hey, I'm not trying to
14 be the bad guy." It was a way to make him not look
15 like the bad guy, because he doesn't ever want to be
16 the bad guy. And he does have people he has to answer
17 to. He has to answer to his -- you know, his --

18 Q. Partners?

19 A. -- partners and he has to answer to his staff and his
20 team that hold him accountable for things when we get
21 upset about stuff. He has to answer to people and he
22 -- one of the things that we get most frustrated with
23 Ron about is that he is a softie and he tries to give
24 too much all the time where we have to kind pick up the
25 pieces, but.

1 Q. A walking embodiment of compassion?

2 A. He is a great --

3 MR. HAKALA:

4 There you go.

5 A. -- person. I mean I'm not -- I'm not sitting here.

6 I'm just saying I wouldn't have worked for him if he
7 was a dirt bag for three years. I wouldn't. You can
8 see by my personality just sitting here that I'm not --
9 I wouldn't, but we're not -- we're not bad people.

10 Q. You knew that Charlie was working in the Covid ICU at
11 the time; right?

12 A. Yes.

13 Q. And so you knew that she was stressed out about that --

14 A. Yes.

15 Q. -- anyway?

16 A. Yes.

17 Q. And so any stress that she would have endured because
18 of this whole wedding situation would have been
19 exacerbated; right?

20 A. Right.

21 Q. I'm sorry for the personal nature of this, but how much
22 do you make for working with South Wind Ranch?

23 A. Last year I think it was a little over 50. This year
24 it's -- it just really depends on the event. It
25 depends on how big it is, how long it is. But on -- I

1 mean seriously on our coordination contracts it varies
2 anywhere from 900 to \$2,500 and that's split. That's
3 just -- that's a rate and it's split between the team,
4 so.

5 Q. Okay.

6 A. Last year I netted -- I mean I earned about 50,000.

7 Q. Have you ever been charge or convicted of a crime?

8 A. No.

9 Q. Have you ever been accused of anything fraudulent in
10 nature?

11 A. Not to my knowledge. Not accused, no.

12 Q. Have you --

13 A. I mean not accused or even --

14 Q. Yeah.

15 A. Not to my knowledge.

16 Q. I got it. Have you ever given testimony in a
17 deposition or in court before?

18 A. No.

19 Q. Family Court, Workers' Comp, an arbitration, anything
20 like that?

21 A. No.

22 Q. Is there anything you specifically want to put on the
23 record about this lawsuit or about your defenses in
24 this lawsuit?

25 MR. ANTHONY:

1 Object to the form.

2 A. Well, I mean outside of the fact that like I said I
3 never had an opportunity to offer any kind of
4 restitution if they were looking for that from me.
5 They never asked for their money back. I was never
6 asked. I was never asked. I don't know what I would
7 have done, but I like Charlie and I probably would have
8 given her some money back. I probably would have
9 deducted the 50 hours that I worked or whatever, but I
10 would have done something to try to make her not walk
11 away with a sour taste in her mouth with us, but I was
12 never given the opportunity.

13 Q. Did you ever -- I know that Ron or his representative
14 has some communication with South Wind Ranch's
15 liability insurance policy carrier. Did you ever --
16 did you ever turn this matter over to an insurer for
17 your business or for your home?

18 A. Me? No, I don't have the capabilities to turn anything
19 over to his insurance.

20 Q. No, I'm talking about -- do you have insurance for your
21 business, for your business at the time Honey -- what
22 was it called?

23 A. HoneyBook?

24 Q. Yeah.

25 A. No, I did not turn anything over that and I no longer

1 have that account. So now everything is strictly
2 through South Wind Ranch.

3 Q. Well, for insurance purposes it matters who the carrier
4 was of a policy that covered the time in question. Did
5 you have a carrier -- did you have an insurance carrier
6 or a policy during the time that you were talking to
7 Charlie about all this stuff?

8 A. No, I did not.

9 Q. You didn't have a general liability policy with your
10 business?

11 A. I did not.

12 Q. What about with your home?

13 A. No, I do not own my home. We are -- we are renters,
14 so.

15 Q. You don't have any liability insurance anywhere that
16 you know of?

17 A. No, not that I know of.

18 Q. Okay.

19 A. I have health insurance. I have life insurance, but
20 that's all I have.

21 Q. Yeah, I can't do nothing with that.

22 A. Car insurance.

23 Q. Well, I --

24 A. You can tell me to be quiet.

25 MR. HAWKINS:

1 I don't think I have any more questions, Jay. Just
2 answer any questions your attorney has.

3 MR. ANTHONY:

4 I don't have anything.

5 MR. HAWKINS:

6 Okay.

7 THE WITNESS:

8 Well, I would like to -- sorry.

9 MR. HAWKINS:

10 Do you want to go back on the record?

11 MR. ANTHONY:

12 No.

13 THE WITNESS:

14 Can I go back on the record about that stupid review?

15 MR. HAWKINS:

16 Sure.

17 THE WITNESS:

18 Can I give you my rebuttal to that and I will send it
19 to you in writing?

20 MR. HAWKINS:

21 Yeah. Yeah. Well, you have to give it to me now if
22 you want it to be part of your deposition.

23 THE WITNESS:

24 Oh, I'll have to find it.

25 MR. HAWKINS:

1 Okay.

2 THE WITNESS:

3 No, this is -- this is -- I'm sorry. I'm going to get
4 in trouble.

5 MR. HAWKINS:

6 You can stop now or you can go on.

7 THE WITNESS:

8 Can I just give you a statement on it?

9 EXAMINATION RESUMED BY MR. HAWKINS:

10 Q. Yeah.

11 A. Okay. That Karen J was mother of the bride from that
12 October wedding.

13 Q. Uh-huh.

14 A. Karen was never in the picture at all. The daughter
15 and the grand, her daughter and the grand paid for the
16 entire wedding and also hired me. Anyway she showed
17 day of and was kind of a turd about everything. And
18 that's sparked a review, which again sucker punched us,
19 but --

20 Q. Did you get into it with her?

21 A. No, I just -- I wrote her a rebuttal about it and I
22 couldn't write it on the Wedding Wire because I'm not
23 the -- I'm not the person that owns the Wedding Wire
24 suite or whatever. So I wrote her a personal rebuttal
25 and, you know, just apologized for any crossed hairs we

1 might have, but then also explained things we didn't
2 agree on and how much I did love working with her
3 daughter and how I did respond and, you know, whatever.
4 But anyway.

5 Q. So when I put -- when I put her -- you can't listen to
6 him telling you to quit testifying. You just have to
7 answer.

8 A. Yeah.

9 Q. So if we put her up and these other people that wrote
10 bad reviews as part of our case in chief and they all
11 testify before you-all go do you think that's going to
12 look like you're trying to explain away their negative
13 experience?

14 A. No. I don't think so. I think if anybody was in the
15 room with that woman they would see that she's just not
16 a happy person. But, no, I think that our other
17 reviews outweigh the bad and those are far and few
18 between. And, you know, you can't please everyone.
19 You're not going to have perfect reviews on your
20 business.

21 Q. It's pretty close.

22 A. Well, we're pretty close, too.

23 Q. Actually I think they are real good as shocking as that
24 might be to you-all. I don't have any more questions.

25 MR. HAWKINS:

1 Jay, would you like to jump in front of her --

2 MR. ANTHONY:

3 I have nothing else. We are finished.

4 (THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION CONCLUDED
5 AT 5:37 P.M.)
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CERTIFICATE OF REPORTER

I, RACHEL H. WOOD, a Notary Public in and for the State of South Carolina, do hereby certify that the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript.

That the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

Rachel H. Wood, Reporter
Notary Public for South Carolina
Commission Expires: 02/13/2029

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) C.A. NO. 2021-CP-23-00416

Christian wienands, Charlotte Muxlow,)
Gregory Muxlow,)
 Plaintiff(s),)
 versus)
Southwind Ranch, Ronald Hakala, and)
Ashley Black,)
 Defendant(s).)

D E P O S I T I O N

WITNESS: CHARLOTTE ELISA WIENANDS
DATE: January 24, 2022
TIME: 10:28 AM
LOCATION: Hawkins & Jedziniak, LLC
 1225 S. Church Street
 Greenville, South Carolina
REPORTED BY: Rosalind Poole Walters, CVR-M

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18 Mr. Greg Muxlow
19
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(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 again from Clemson with a nursing degree in 2018.

2 Q. That's right. And I understand you're an ICU nurse?

3 A. I am.

4 Q. Okay. We appreciate what you guys are doing over the
5 last couple of years.

6 A. Thank you.

7 Q. I know that's hard. Can you tell me briefly about your
8 work history? Maybe just take it from where you are
9 now and go backwards.

10 A. The only place I've ever worked is at Greenville
11 Memorial in the neurotrauma ICU. I've been there for
12 three years now.

13 Q. Okay. Have you ever filed a lawsuit before?

14 A. Yes.

15 Q. Can you tell me about that?

16 A. It was against---

17 MR. HAWKINS:

18 I'm going to -- sorry. I'm going to put an objection,
19 a relevancy objection on the record. You can answer.

20 EXAMINATION RESUMED BY MR. ANTHONY:

21 A. Okay. It was against a former employer.

22 Q. Okay. Can you tell me more about that, what the
23 circumstance was?

24 MR. HAWKINS:

25 Same objection.

1 EXAMINATION RESUMED BY MR. ANTHONY:

2 A. It was for wrongful termination.

3 Q. Who was the employer?

4 A. Thorne Ambulance.

5 Q. And was that suit actually filed as a lawsuit?

6 A. I believe so.

7 Q. But you didn't give a deposition in that case?

8 A. No.

9 Q. Was it ultimately settled?

10 A. It was.

11 Q. Did you have a lawyer in that action?

12 MR. HAWKINS:

13 I'm going to put an objection on the record and put on
14 the record that any private conversations, I don't
15 think he's talking about any private conversations
16 we've had with each other or any attorney-client
17 privileged information.

18 EXAMINATION RESUMED BY MR. ANTHONY:

19 Q. Yeah, and that's a good point to make at this point.

20 And I don't think I'm going to have to talk too much
21 about anything that had to do with an attorney, but if
22 I do, I'm not looking to know about attorney-client
23 communications. Anything you and your attorney talk
24 about, that's privileged, and even if my question seems
25 like I'm going that way, I'm not.

1 A. Okay.

2 Q. So what I was asking, though, was did you have a lawyer
3 on that case and, if so, who was it?

4 A. I did. It was Josh Hawkins.

5 Q. Is that the only lawsuit you've ever been involved in?

6 A. I think I'm a witness in another one.

7 Q. What sort of case is that?

8 MR. HAWKINS:

9 I'm going to put another objection on the record, and
10 I'm actually going to instruct the witness not to
11 answer any questions about any other lawsuits because
12 of relevancy. And I'll file the appropriate motion
13 within the allotted time.

14 MR. ANTHONY:

15 You said not to answer any questions related to other
16 lawsuits?

17 MR. HAWKINS:

18 Right.

19 EXAMINATION RESUMED BY MR. ANTHONY:

20 Q. All right. Are there any other situations you've been
21 in, Charlie, where you've been involved in a payment
22 dispute with another person or entity?

23 A. No.

24 Q. And don't be offended by this question. I ask
25 everybody. But have you ever been arrested or charged

1 EXAMINATION RESUMED BY MR. ANTHONY:

2 A. I turned in everything that I know of right now, but
3 there may be some others.

4 Q. Did you go back and search for e-mails and text
5 messages and all that sort of thing?

6 A. I did.

7 Q. You mentioned that you reviewed the Complaint in
8 preparation for this deposition, and you know what the
9 Complaint is, of course, which is basically the lawsuit
10 that was filed here. Right?

11 A. Right.

12 Q. Did you review that and discuss it with your lawyer
13 before it was filed?

14 MR. HAWKINS:

15 Object. I'm going to put an objection on the record.
16 You're asking her directly about a conversation with
17 her lawyer right now.

18 EXAMINATION RESUMED BY MR. ANTHONY:

19 Q. Let me ask it this way. Did you review the Complaint
20 before it was filed?

21 A. I did.

22 Q. Okay. So let's start talking a little about the
23 venues. When did you all begin to start looking at
24 venues to have your wedding?

25 A. I think we started looking fairly early. So probably

1 in July, August of 2019.

2 Q. What were you looking for in terms of location, the
3 space, that sort of thing?

4 A. Somewhere close to Greenville, not too far away, maybe
5 a 30-minute drive, enough space for around 150, 200
6 people. I really wanted an outdoor venue. I didn't
7 want to be inside.

8 Q. What other places did you look at beside South Wind?

9 A. I honestly couldn't tell you every single one of them.
10 I know we toured a few of them. I don't know their
11 names off the top of my head right now. I'd have to
12 look back and see.

13 Q. You don't remember any other venues that you looked at?

14 A. I think one of them was something Hollows, The Hollows
15 maybe. And then I believe we looked at one in Paris
16 Mountain State Park, but I don't remember the name of
17 that one either. There may have been some others that
18 we toured, but I'm not sure. I remember touring three
19 or four of them a day. So it was pretty busy.

20 Q. How many do you think you looked at all together?

21 A. Maybe five. There were lots that I reviewed online as
22 well. So they all kind of, I don't know, mashed in
23 together at one point.

24 Q. I understand. When you say you'd have to look back to
25 see which ones you looked at, do you mean -- I guess

1 what would you look at to figure that out?

2 A. Probably my calendar. I'm pretty good at keeping track
3 of things, so I would think that I would have the name
4 of the venue on my calendar with the date and time that
5 we were supposed to be there.

6 Q. Is that a written calender, an online calendar?

7 A. On my phone.

8 Q. Do you recall if you e-mailed with anybody else at
9 other venues, things like that?

10 A. I sent lots of e-mails through weddingwire to different
11 venues asking about how many people they're allowed to
12 have, just different things I was looking for. Like I
13 was -- I think one of the things that was really
14 important to us was the end time. So there's a lot of
15 venues that their cut-off time is like 9 or 10 PM, and
16 I didn't want that. So there was a lot of e-mails that
17 I sent to venues that I didn't actually look at.

18 Q. What's weddingwire? I don't think I know that one.

19 A. It's just a website where different venues, different I
20 think like caterers, florists are listed.

21 Q. Is that where you found South wind?

22 A. I'm not sure if that's where I found them. I know that
23 they're on there, but I'm not sure if it's that. I
24 remember just googling wedding venues in Greenville.

25 Q. Were you looking for specific dates at that point or

1 had a general idea as to what---

2 A. I had a general idea, yes.

3 Q. were you looking at roughly kind of the fall of, I
4 guess, 2020?

5 A. Yes.

6 Q. why were you guys looking that far out for a wedding
7 date?

8 A. well, we wanted to have a fall wedding, and we got
9 engaged in the middle of summer. So we knew it would
10 probably be tough to get a venue three or four months
11 later. So we just decided to postpone for a little
12 over a year.

13 Q. Okay, fair enough.

14 A. Also, my family coming in, having to book flights,
15 getting time off, that sort of thing. I wanted to make
16 sure I gave everybody a long heads-up.

17 Q. I understand that. Do you recall talking with other
18 venues as to whether they required deposits and what
19 the details were, or did you not get that far into
20 that?

21 A. I may have with the one, The Hollows, but I think that
22 would be the only one. We never talked about contracts
23 with any other venue. I think the only thing I was
24 given was their price for the date, not how much they
25 required up front.

1 Q. I understand. Do you think you got documents from The
2 Hollows, contracts, policies, that sort of stuff?

3 A. I can look back. I don't think so.

4 Q. Okay. So I guess jumping ahead a little bit, how did
5 you come across South Wind, if you remember?

6 A. I don't remember exactly. I found it on the Internet.

7 Q. So you first think you looked them up online?

8 A. Yes.

9 Q. What do you think you did next? A phone call, visit?

10 A. Yeah, I probably sent them an e-mail or either called.
11 I'm not sure which, which one to set up a meeting time
12 when we could go tour it.

13 Q. Have you looked back for that e-mail?

14 A. I have not.

15 Q. What do you recall happened next in terms of speaking
16 with folks there or going out to the venue? Kind of
17 take me from there, if you don't mind.

18 A. Okay. I think, you know, we just made a date and a
19 time. Greg and I and my dad went out there and looked
20 at the venue and talked to Ron, and then we actually
21 ended up signing that contract the same day.

22 Q. So the date I think that I see from the documents that
23 you actually went out was August 30, 2019. Is that
24 right?

25 A. That sounds right, but I'd have to look back in my

1 calendar.

2 Q. Let me go ahead and---

3 A. I know that I sent all of those. I know I looked it up
4 for you and sent that to you.

5 Q. Yeah, I think I've got it. It might be the one thing I
6 did not make a copy of. All right, I'm sorry, but can
7 we stop real quick and make a copy of that?

8 MR. HAWKINS:

9 Sure.

10 (Off the Record; 10:48 -- 10:52 AM)

11 (Defendant's Exhibits 1 and 2 marked)

12 EXAMINATION RESUMED BY MR. ANTHONY:

13 Q. All right, thanks for bearing with me on that. I just
14 want to mark these contracts since we're going to be
15 talking about those, and I put those here in the middle
16 of the table. So I've marked as Exhibit 1 the South
17 Wind contract, and Exhibit 2 is the one for Ashley's
18 wedding planning. So looking at Exhibit 1, I see that
19 the date on there is August 30, 2019. So I think you
20 answered this already. As best you recall, that's the
21 date that you and your father saw the property?

22 A. Correct.

23 Q. And it was just you and your father?

24 A. Greg was there as well.

25 Q. Greg was there as well? Okay. And your father is

1 Christian. Is that right?

2 A. Yes.

3 Q. Tell me what you remember about the visit that day.

4 A. I remember we really liked the venue. It was -- you
5 know, it's beautiful. Ron was very nice, very
6 personable, made us feel like that this was really like
7 a special place to get married at. So we felt
8 comfortable.

9 Q. And was it just Ron that you met with that day?

10 A. Yes, it was.

11 Q. So I assume he showed you the property, talked to you
12 some about the event and that sort of thing?

13 A. Right. He showed us the barn. He showed us around the
14 property. I remember he drove us around the lake on
15 the golf cart and then showed us the bridal suite at
16 the top of the hill.

17 Q. And did you all discuss availability I assume at that
18 point?

19 A. Yes, we did.

20 Q. Was the date that you ended up booking, the 6th and the
21 7th, was that one of the dates that was kind of ideal
22 for you?

23 A. Correct. We were looking at mostly October and
24 November.

25 Q. Why were you guys wanting the fall?

1 A. Just fall colors. I love the fall.

2 Q. And I guess you're out towards -- the event venue is
3 out towards Travelers Rest, which is sort of near to
4 the mountains. Right?

5 A. Right. You have the mountains in the backyard, and,
6 you know, you can see the leaves change.

7 Q. And you understood that that particular date was one of
8 their sort of prime dates?

9 A. Right.

10 MR. HAWKINS:

11 Object to the form of the question. Calls for
12 speculation.

13 EXAMINATION RESUMED BY MR. ANTHONY:

14 Q. So after you -- well, let's talk about that in a
15 minute. You mentioned your father was there, and I
16 know he signed the check or I guess paid the check for
17 the initial deposit. Right?

18 A. Right.

19 Q. And is that his signature on Exhibit 1 here?

20 A. It is.

21 Q. Was he essentially signing on your behalf? I mean, was
22 this contract really between you guys and South wind?

23 MR. HAWKINS:

24 Object to the form of the question. Calls for a legal
25 conclusion.

1 EXAMINATION RESUMED BY MR. ANTHONY:

2 A. I wouldn't necessarily say that. My dad and I are
3 very, very close. So, I mean, it was -- it's his
4 money. It was his signature.

5 Q. Okay. The contract, Exhibit 1 here says that it's
6 between South Wind Ranch, LLC, and Charlie Wienands --
7 I told you I would mess that up -- and Greg Muxlow. It
8 doesn't say anything about your father. Do you believe
9 he was nonetheless part of the contract?

10 A. Can you repeat the question in a different way?

11 Q. Yeah. I mean, it's listed here at the bottom that he
12 is the renter's representative on Exhibit 1. Do you
13 see that?

14 A. I do.

15 Q. Okay. And the contract says it was between South Wind
16 and you and Greg. Right?

17 A. Right.

18 Q. So is the contract really between you and Greg and
19 South Wind?

20 MR. HAWKINS:

21 Object to the form of the question. Speculation.
22 Calls for a legal conclusion. You can answer if you
23 can.

24 EXAMINATION RESUMED BY MR. ANTHONY:

25 A. Honestly, I think my dad just signed because we knew

1 that he was going to pay the deposit and we knew that
2 he was going to pay the rest of the money.

3 Q. Okay. So I know I'm kind of repeating myself here, but
4 just to be sure I understand, the contract was between
5 you guys, you and Greg and South wind?

6 A. Correct.

7 MR. HAWKINS:

8 Same objection. This time asked and answered.

9 EXAMINATION RESUMED BY MR. ANTHONY:

10 Q. In general, was your father's role in this really
11 limited to making the payments?

12 A. No. I wanted my dad to be involved and to like the
13 venue.

14 Q. After you guys signed the contract did he communicate
15 with Ron or Ashley at all?

16 A. I don't believe so. It was -- it was all me.

17 Q. So after the initial tour -- I'm just trying to
18 understand sort of the scope of all the parties in this
19 lawsuit. After the initial tour was your father
20 involved with the event venue in any way?

21 A. Not directly, no, just through me.

22 Q. How was he involved indirectly?

23 A. We talked about food. We talked about photography. We
24 talked about flowers. We talked about our guest list.

25 Q. Okay. Sorry. Bear with me just a minute.

1 A. You're fine.

2 Q. All right. So let me talk just a little bit more about
3 Exhibit 1 here, the contract. You'd agree this
4 contract was signed to secure the dates of November 6
5 and 7, 2020. Right?

6 A. Right. And the incentive also was that if we signed
7 the contract the day that we looked at the venue, we
8 would have the bridal suite the night of the 7th, going
9 into the 8th.

10 Q. And this contract that we're looking at here you'd
11 agree is the contract that's the subject of this
12 lawsuit. Right?

13 MR. HAWKINS:

14 Object to the form of the question. Calls for a legal
15 conclusion, and be careful about the conversations
16 we've had in private about the contract.

17 EXAMINATION RESUMED BY MR. ANTHONY:

18 A. I mean, I think there's a lot more than just the
19 contract that sparked this lawsuit.

20 Q. Yeah, I understand. I wasn't trying to say that
21 there's not. I guess what I'm getting at is this
22 document here that we're looking at, this is the
23 contract that you all signed. Right?

24 MR. HAWKINS:

25 Object to the form.

1 EXAMINATION RESUMED BY MR. ANTHONY:

2 A. It's the contract that we signed.

3 Q. And do you recall reading it the day that you guys
4 toured the venue?

5 A. I read the whole thing.

6 Q. Did you have any questions for Ron when you read it?

7 A. Not that I recall.

8 Q. And you read the whole thing that day?

9 A. I did.

10 Q. Okay. And just to look at it briefly, it says this is
11 a contract between South Wind Ranch, LLC, Charlie
12 Wienands, and Greg Muxlow. Right?

13 A. Correct.

14 Q. And it says that you're going to rent South Wind venue
15 for November 6 and 7, 2020. Right?

16 A. Right.

17 Q. And, based on that, you expected South Wind to hold
18 that date just for you guys. Right?

19 A. Right.

20 Q. And you'd agree that after you guys signed that
21 contract and paid that deposit, they couldn't rent that
22 property to anybody else. Correct?

23 MR. HAWKINS:

24 Object to the form of the question. Speculation.
25 Legal conclusion.

1 EXAMINATION RESUMED BY MR. ANTHONY:

2 A. Right.

3 Q. And as far as you know, they did hold that date for you
4 guys from that point forward. Right?

5 A. As far as I know.

6 Q. And the contract says the total rental fee is going to
7 be \$8950. Correct?

8 A. Right.

9 Q. And you guys are going to pay 4475 as an initial
10 deposit. Right?

11 A. Right.

12 Q. And that was actually paid that day, August 30, 2019.
13 Correct?

14 A. No. I brought the check over later.

15 Q. Okay. How much later do you think that was? A week or
16 days?

17 A. It was within the week, I believe. I think I sent you
18 guys the check that has the date on it.

19 Q. Yeah, I have that. And then, according to the
20 contract, the balance was due on October 6, 2020.
21 Correct?

22 A. Right.

23 Q. So that was going to be another \$4475 that was due on
24 August 6, 2020. Right?

25 A. You said August 6?

1 Q. Did I say August? I meant to say October.

2 A. October, right.

3 Q. Okay, thank you. And you'd agree it says in the
4 contract there that all deposits are nonrefundable
5 except for the security deposit. Correct?

6 MR. HAWKINS:

7 Object to the form of the question.

8 EXAMINATION RESUMED BY MR. ANTHONY:

9 A. Yeah. I mean, I can read the contract.

10 Q. I told you I'd have to ask some stupid questions. And
11 you'd agree that it says there are regulation and venue
12 guidelines. Correct?

13 A. Right. I'm sure---

14 Q. In the last paragraph there.

15 A. Right.

16 Q. Do you recall receiving those that day?

17 A. I remember receiving a big packet of information.

18 Q. Do you recall reading those guidelines and regulations?

19 A. I believe I read them when I got home.

20 Q. Did you see anything in those that was objectionable?

21 MR. HAWKINS:

22 Object to the form of the question. Legal conclusion.

23 EXAMINATION RESUMED BY MR. ANTHONY:

24 A. Not that I can recall.

25 Q. You didn't call Ron back up as you can remember with

1 any questions about those?

2 A. Mm-mm. No.

3 Q. All right. Let's talk a little bit about when you
4 spoke with Ashley. So that was not -- that was
5 sometime later than that date of August 30, 2019.
6 Right?

7 A. Correct.

8 Q. And what was her role to be?

9 A. So I know that when we toured the venue Ron told us
10 about him having a wedding planner that he works with,
11 and then she had reached out to me a little while later
12 to see if I was interested in her wedding planning
13 services.

14 Q. As I understand it, Ashley was not required -- it
15 wasn't required for you to use her. Right?

16 A. Right.

17 Q. Did you actually talk to some other wedding planners?

18 A. No, I didn't.

19 Q. All right. And in general, Ashley was going to be the
20 wedding planner. Correct?

21 A. Right.

22 Q. And you understood that she was somebody separate from
23 South wind and was going to require a separate
24 contract. Correct?

25 A. Right.

1 MR. HAWKINS:

2 Object to the form.

3 EXAMINATION RESUMED BY MR. ANTHONY:

4 Q. Let's look for a minute at Exhibit Number 2, which is
5 Ashley's contract. And I'll try not to belabor this,
6 but I just want to go through a few of the points. So
7 this Exhibit 2, this one I don't think actually has a
8 signature on it, but you agree you signed this
9 document. Right?

10 A. I signed it electronically.

11 Q. Okay. And this Exhibit 2, this is a copy of what you
12 signed electronically?

13 A. I believe so. I mean, it looked different online, but
14 yes.

15 Q. Did you read it before you signed it?

16 A. I did.

17 Q. So looking at this just briefly, on the front page it
18 says that Ashley's price is going to be \$2200.
19 Correct?

20 A. Right.

21 Q. Then on the second page she shows a discount of 200.
22 So that brings the total amount to 2000. Right?

23 A. Right.

24 Q. And there at the top it's dealing with what Ashley's
25 services are going to be. Right?

1 A. Right.

2 Q. So she's going to be the wedding planner, and here on
3 the second page of this Exhibit 2 it's listing out
4 she's going to do the pre-wedding consultation and help
5 with budget management and all these different other
6 duties. Right?

7 A. Right.

8 Q. And the contract provided for a deposit of \$1000.
9 Correct? This is on page 3 of that document.

10 A. Right, which I paid.

11 Q. You paid that. And there's a cancellation policy about
12 halfway down this page, which I know you've seen
13 before, that says, "If event is canceled, no portion of
14 the fees paid to Consultant will be returned." That's
15 in there. Right?

16 A. Right.

17 Q. And it also says if an event is canceled less than six
18 months before the date, then a second payment will be
19 required as compensation. Correct?

20 A. For services already rendered.

21 Q. Okay. But you agree that that says that if it's
22 canceled less than six months before the date, then a
23 second payment is required to compensate for hours of
24 service already rendered and the loss of the event
25 date?

1 A. Right, but it doesn't say how much.

2 Q. Okay. And you'd agree that you canceled the wedding on
3 September 26, which was less than two months before the
4 wedding?

5 MR. HAWKINS:

6 Object to the form of the question. You can answer.

7 EXAMINATION RESUMED BY MR. ANTHONY:

8 A. Okay, that's incorrect.

9 Q. Okay. When did you cancel then?

10 MR. HAWKINS:

11 Same objection to the form of the question. You can
12 answer.

13 EXAMINATION RESUMED BY MR. ANTHONY:

14 A. So I would say that I never canceled. I wanted to
15 reschedule, and I let them know that my final time to
16 reschedule or when I definitely told them I wanted to
17 reschedule was August 4, which was three months ahead
18 of time.

19 Q. So you and Greg never canceled this contract?

20 MR. HAWKINS:

21 Same objection. You can answer.

22 EXAMINATION RESUMED BY MR. ANTHONY:

23 A. Well, we originally were going to reschedule.

24 Q. Right. But the question I want to be sure I get an
25 answer to is, you and Greg never canceled this

1 contract?

2 MR. HAWKINS:

3 Same objection, and she's answered the question.

4 EXAMINATION RESUMED BY MR. ANTHONY:

5 Q. I still need an answer.

6 MR. HAWKINS:

7 Same objection. Asked and answered.

8 EXAMINATION RESUMED BY MR. ANTHONY:

9 A. So we were going to reschedule in August, on August 4,
10 and then due to various events we got screwed over. It
11 just didn't seem like we were going to be able to work
12 with them.

13 Q. So I don't think I've gotten an answer to this question
14 yet. Did you all cancel the contract?

15 MR. HAWKINS:

16 Same objection, and that's the fifth time you've asked
17 the question.

18 MR. ANTHONY:

19 Okay, Josh, you can limit your objections to not
20 speaking objections. Okay?

21 MR. HAWKINS:

22 In re anonymous says that I'm allowed to make a brief
23 description of the kind of objection I'm making, and
24 the kind of objection I'm making now is that she has
25 answered that question.

1 MR. ANTHONY:

2 Okay. I've noted the objection, but I still need an
3 answer.

4 MR. HAWKINS:

5 Same objection. Asked and answered.

6 EXAMINATION RESUMED BY MR. ANTHONY:

7 A. I asked for the original deposit back.

8 Q. Did you all cancel the contract?

9 MR. HAWKINS:

10 Same objection. Asked and answered.

11 EXAMINATION RESUMED BY MR. ANTHONY:

12 Q. I'm not trying to be difficult, but I don't think I've
13 gotten an answer to that. Did you all cancel it, or
14 were you just trying to reschedule?

15 MR. HAWKINS:

16 I'm going to object now and instruct her not to answer
17 because this has become oppressive and, since I have to
18 file a motion for protective order anyway, don't answer
19 that question because you've already answered it.

20 EXAMINATION RESUMED BY MR. ANTHONY:

21 Q. Okay. Looking again at Exhibit 2, on page number 4 it
22 has a provision that's entitled Attorney, and it says
23 there that if legal action is necessary to enforce the
24 terms of this contract, the prevailing party shall be
25 entitled to reasonable attorney's fees. Do you see

1 that there?

2 A. I see it.

3 Q. And you read that and didn't have any objection to
4 that. Correct?

5 MR. HAWKINS:

6 Object to the form of the question. Legal conclusion.

7 EXAMINATION RESUMED BY MR. ANTHONY:

8 A. Correct.

9 Q. At the very bottom it has in the final paragraph that
10 everybody has read the contract and understands the
11 terms and agrees to be bound by it. Do you see that
12 there?

13 A. I do.

14 Q. And it says that if there are any changes, then they
15 need to be in writing. Correct?

16 A. Right.

17 Q. And then the final line there is saying that this is
18 the complete understanding of the parties, and you'd
19 agree with that? There's no other contract out there,
20 anything like that?

21 A. I agree.

22 Q. So we've just looked at these two exhibits, Exhibit 1
23 and Exhibit 2. The lawsuit in this action, the
24 Complaint, at paragraph 41 says, "The plaintiffs
25 entered into binding contracts with each defendant."

1 Are these the binding contracts that you're referring
2 to there, Exhibit 1 and Exhibit 2?

3 MR. HAWKINS:

4 I'm going to object to any conversations we've had in
5 private and especially about legal strategy.

6 EXAMINATION RESUMED BY MR. ANTHONY:

7 Q. I don't want to know about anything you and your
8 attorney have talked about. I think I've said that a
9 number of times. But when you reference binding
10 contracts here in the Complaint, are these the binding
11 contracts we're talking about, Exhibit 1 and Exhibit 2?

12 MR. HAWKINS:

13 For clarification, are you reading from the Complaint I
14 drafted?

15 MR. ANTHONY:

16 I am.

17 MR. HAWKINS:

18 I think it's---

19 MR. ANTHONY:

20 Josh, please don't make speaking objections.

21 MR. HAWKINS:

22 No, I think she's got a copy and she can reference it.
23 If you're going to specify what you're asking about,
24 she can look at it and see what you're asking about.

25 EXAMINATION RESUMED BY MR. ANTHONY:

1 Q. I don't mind you looking at it. You can have this
2 copy. In fact, if we want to mark it---

3 A. Those are -- those are the two contracts that I signed,
4 or one of them my dad signed, the other one I signed.
5 (Defendant's Exhibit 3 marked)

6 EXAMINATION RESUMED BY MR. ANTHONY:

7 Q. And I told you I'd have to ask some stupid questions,
8 and I just want to be sure that when you refer to --
9 and I've marked the Complaint now as Exhibit 3. When
10 you refer to binding contracts there, those are the
11 contracts we're talking about. Right? Exhibit 1 and
12 Exhibit 2?

13 MR. HAWKINS:

14 Object to the form. Work product and legal conclusion.

15 EXAMINATION RESUMED BY MR. ANTHONY:

16 A. Right. I know -- I know we're going to get there, but
17 just because you have a contract with somebody, it
18 doesn't mean that they get to screw you over.

19 Q. I understand, but---

20 A. So these are the contracts that we signed.

21 Q. These are the contracts you're referring to in
22 paragraph 41 here. Right?

23 MR. HAWKINS:

24 Same objection.

25 EXAMINATION RESUMED BY MR. ANTHONY:

1 A. Those are the only two contracts that we signed.

2 Q. Okay. So backing up a little bit, you guys had booked
3 the venue. I assume from that point you go through the
4 process of booking some vendors, cake, flowers, that
5 sort of thing?

6 A. The only ones that we -- so I booked photography ahead
7 of time because I knew the photographer that I wanted
8 to use, and then the only one that we booked was a
9 catering service.

10 Q. Who did you guys use for photography?

11 A. Hannah Danielle Photography.

12 Q. And who did you use for catering?

13 A. Laurenda's.

14 Q. Is it L-o-r?

15 A. L-a-u-r. I'd have to look it up.

16 Q. Okay. They're based in Greenville?

17 A. I think in Greer.

18 Q. All right. So the photographer, the caterer. Was
19 there anyone else that you had to book for this event,
20 or was the rest done by South Wind?

21 A. That is all I got to before the pandemic hit and before
22 we had to reschedule, and I would say probably, you
23 know, leading up to July, probably from March to July I
24 probably slowed down the wedding planning a little bit
25 just to see how things were going to play out.

1 Q. So I think I know the answer, but why did you slow it
2 down from March to July?

3 A. Because I'm an ICU nurse and I saw people die from
4 COVID every day.

5 Q. Right. So the pandemic was causing you to have
6 concerns about whether this wedding was going to go
7 forward or not?

8 A. Right. I don't want my grandparents at a wedding and
9 then have them die afterwards.

10 Q. I understand. And the pandemic was I think officially
11 declared, as you guys note in the Complaint, around
12 March of 2020. Is that right?

13 A. Right.

14 Q. With regard to the photographer and the caterer, did
15 you sign contracts with them?

16 A. I believe I signed one with Hannah Danielle. That was
17 separate. I did that on my own. She's a family friend
18 of ours. And Laurenda's, I'm not sure if I actually
19 signed a contract with them. I know I paid them a
20 deposit.

21 Q. Did you end up using those folks for the wedding in
22 October?

23 A. No.

24 Q. Did you get your deposit back from Laurenda's?

25 A. No.

1 Q. why not?

2 A. Because I didn't ask for it.

3 Q. why not?

4 A. Because it was \$500 as opposed almost five grand.

5 Q. Okay.

6 A. That was something that we thought we could use at a
7 later date for a different event.

8 Q. How about the photography? You didn't have to put down
9 a deposit with her?

10 A. I paid for engagement pictures, which we got.

11 Q. So you didn't have to pay her anything else for the
12 wedding date?

13 A. No. It wasn't due then, and she didn't ask for
14 anything else.

15 Q. Did you have the -- well, let me ask it this way. How
16 did you communicate with those two vendors?

17 A. Laurenda's was I know Ashley communicated with them,
18 and then I ended up calling them to pay the deposit.
19 Hannah I think mostly through text message, maybe
20 Facebook messenger. There may have been an e-mail or
21 two.

22 Q. Okay. When the time ultimately came that you decided
23 you were not going to go forward with the November date
24 with South wind, I assume you let these folks know that
25 that was off. Right?

1 A. I let them know right away.

2 Q. When was that that you let them know?

3 A. About the same time that I let Ashley know. So early
4 August, late July.

5 Q. Did either of them have any objection to that?

6 A. No.

7 Q. When you talked with them did you say we're going to
8 reschedule, or were you saying that you were going to
9 effectively end those engagements?

10 A. I told them that we were going to reschedule.

11 Q. Did you guys send out wedding invitations?

12 A. We sent out save the dates.

13 Q. Save the dates? When did you send those out?

14 A. I'm not sure.

15 Q. Was it before July?

16 A. It was.

17 Q. So you actually sent out save the dates for the
18 November date?

19 A. I think when we sent out save the dates it was before
20 the pandemic even hit.

21 Q. You didn't get around to actually doing the
22 invitations?

23 A. No. Usually those are sent out three months ahead of
24 time, which at that point we had already rescheduled.
25 we'd talked about rescheduling.

1 Q. Did you all have a wedding website?

2 A. You know, I think I made one, but I don't -- I never
3 published it.

4 Q. Who did you make it with? Do you recall?

5 A. Zola.

6 Q. Did you have a registry somewhere?

7 A. No.

8 Q. Did you guys book any hotel rooms for guests?

9 A. No.

10 Q. Were there any other arrangements that you all made
11 around this date for bachelor party, bachelorette sort
12 of things, hair dressers, that sort of stuff?

13 A. Not that I can recall, not that early on, no.

14 Q. All right. We've been going for a while now. Do you
15 need a break, or are you okay?

16 A. I'm okay.

17 Q. Let me talk a little bit about the pandemic. I know
18 this is no fun for you to talk about, particularly
19 given your profession. So the CDC declared the
20 pandemic in March of 2020. When would you say you
21 first became concerned about the possibility of the
22 pandemic affecting your wedding?

23 A. Well, I got COVID in April of 2020. So I was one of
24 the first people who got it. I got it from work, and I
25 felt like crap. So probably then, early April 2020

1 when I got it.

2 Q. Was the vaccine even available at that point?

3 A. No. No, it wasn't available until December of 2020.

4 Q. Okay. It's amazing how the last two years blur
5 together.

6 A. Right.

7 Q. I'm sure it has for you. So I guess at the time that
8 you -- is it fair to say that around March and April
9 then you started to have concerns about whether the
10 wedding was going to be able to go forward?

11 A. Yes. I think I was still hopeful at that point, like
12 everybody else, hoping it would just not drag on for
13 the next two years.

14 Q. Right. I take it you were concerned primarily about
15 some of your family not being able to make the trip
16 overseas?

17 A. Right. I mean, it was that. I knew that they wouldn't
18 be able to come, but then I was also concerned about
19 family that we have here, you know, Greg's
20 grandparents, and Greg has some other family members
21 that aren't in the best of health that I would not want
22 in a large group of people.

23 Q. Did you have phone calls with family members and things
24 like that to discuss whether the wedding could go
25 forward?

1 A. I'm sure I did.

2 Q. What was the general feeling?

3 A. I think they were mostly just listening to what I was
4 saying just because I was in the middle of it. So I
5 was really telling them how things were going at the
6 hospital, and I don't really think that they put their
7 personal opinion on it. It was mostly just what I was
8 seeing.

9 Q. Was there a travel ban that prevented your family from
10 traveling from overseas, or was it more that you had
11 safety concerns?

12 A. No, there's a travel ban, and I think it actually just
13 now lifted about a month or two ago.

14 Q. And that was barring travel from Germany into the
15 United States?

16 A. Right. Even when it was lifted during certain times,
17 you still had to quarantine for 14 days coming over
18 here or 14 days going back over there.

19 Q. Okay. So if you started having concerns March, April,
20 why did you wait until July to reach out to try to
21 postpone the wedding?

22 A. Because like I just said, I was hopeful that it
23 wouldn't go on for that long.

24 Q. What was the tipping point for you?

25 A. I remember things were really bad in June, July, and I

1 just -- I mean, at that point it had been going on for
2 three or four months. I just didn't see it getting any
3 better. I was working in a COVID ICU every single day,
4 working overtime trying to, you know, keep up with it.
5 So that was it.

6 Q. Okay. Let me talk a little bit about the
7 communications you guys had about rescheduling, and I
8 think let's mark this as Number 4.

9 (Defendant's Exhibit 4 marked)

10 EXAMINATION RESUMED BY MR. ANTHONY:

11 Q. And I've stapled all these together, Charlie, but
12 they're screenshots of text messages between you and
13 Ashley Black, and then the last couple pages are
14 between you and Ron.

15 A. Okay.

16 Q. And so I just want to go through these kind of one at a
17 time because I think this will sort of bring us up to
18 speed on the timeline here.

19 A. Give me one second.

20 Q. Yeah, please. Take your time.

21 A. Okay.

22 Q. Okay. So to begin with, do these look like accurate
23 copies of the texts that you guys had back and forth?

24 A. Yes.

25 Q. So looking at the very first page here of Exhibit 4,

1 this one is dated July 27 of two thousand and -- well,
2 it doesn't have the year on there, but I guess that's
3 July 27 --

4 A. It's 2020.

5 Q. -- of 2020?

6 A. Right.

7 Q. So is this where you're first starting to reach out to
8 Ashley about having a conversation?

9 A. No. There was another text message before this that
10 said that we were thinking about rescheduling.

11 Q. Do you think you still have those on your phone?

12 A. I do.

13 Q. Can you take screenshots of them and just provide them
14 to your attorney?

15 A. That's fine.

16 Q. Okay, thanks. And I'm sorry, you said there was one
17 before this that dealt with what?

18 A. Where I was talking about the possibility of having to
19 reschedule and just asking Ashley what that would look
20 like, what the process of rescheduling would look like.

21 Q. So here at the top of I guess page 1 of Exhibit 4, are
22 you guys essentially trying to find the time to just
23 talk by phone and to discuss this?

24 A. Right.

25 Q. And then do you recall, did you all have that phone

1 conversation?

2 A. We did.

3 Q. Tell me what you guys talked about.

4 A. We talked about, you know, it's really looking like
5 we're not going to be able to have this wedding in
6 November. We talked about the process of trying to
7 reschedule. I was told that there was still plenty of
8 availability in fall of 2021. I was told about a
9 possible price increase at that time. I don't -- I
10 wasn't given any numbers.

11 Q. So when you were told about the possible price
12 increase, what was your reaction to that?

13 A. I just said that I'd have to discuss it with Greg and
14 my dad.

15 Q. Then this text on August 4 here where you're saying
16 that we've decided to postpone for good, is that
17 essentially after you had spoken with Greg and your
18 dad?

19 A. Right.

20 Q. So you guys had come to the decision of postponing?

21 A. Correct.

22 Q. And here in the text you say we want to save South wind
23 for next year and enjoy it with everyone and do a small
24 ceremony on a hiking trail along the Blue Ridge
25 Parkway. Is that essentially referring to the location

1 where you ended up getting married?

2 A. Right.

3 Q. And I think I've got the name here somewhere, but is it
4 Black Balsam Knob?

5 A. Yes, that's right.

6 Q. So you guys had already at that point decided Black
7 Balsam Knob was going to be the location for the
8 wedding?

9 A. Well, we really, I mean, at that point we were
10 scrambling. We wanted to get married, and that's one
11 of our favorites spots to go to. So we didn't know
12 what that would look like. We just decided, you know,
13 we want to go ahead and get married, why don't we do it
14 in one of our favorite locations.

15 Q. Okay. When did you guys come up with the idea to get
16 married there at that particular location?

17 A. It must have been sometime between July 27 and August
18 4. I mean, Greg and I go up there at least two or
19 three times a year.

20 Q. Okay. I guess before I get into this any more, do you
21 believe that there's something in the contract that
22 says that you have the right to postpone the wedding?

23 MR. HAWKINS:

24 Object to the form of the question.

25 EXAMINATION RESUMED BY MR. ANTHONY:

1 A. I'm not sure, but, honestly, after that phone
2 conversation with Ashley I was told that it wasn't a
3 big deal to reschedule, that, you know, there's still
4 plenty of Saturdays left in fall of 2021, and we just
5 have to talk it over and talk it over with Ron to see
6 what that would look like, but I was told it was a
7 possibility.

8 Q. So let me break that down a little bit. From the
9 conversation you had with Ashley, you said you were
10 told there were lots of Saturdays still available?

11 A. Yes.

12 Q. And was there everything else in that conversation that
13 was important?

14 A. I mean, really that and that there's a possibility of a
15 price increase, but she really wasn't sure.

16 Q. And she had to get that information from Ron. Correct?

17 A. Right.

18 Q. Because Ashley was your wedding planner.

19 A. I would have personally gotten it from Ron if I was
20 told to contact Ron directly, but I wasn't.

21 Q. You're not aware of any provision in the contract with
22 South Wind that says you have the right to postpone the
23 wedding. Correct?

24 MR. HAWKINS:

25 Object to the form of the question.

1 EXAMINATION RESUMED BY MR. ANTHONY:

2 A. Right. But it also doesn't say that a pandemic's going
3 to hit and that nobody's going to be able to come over
4 here and -- yeah.

5 Q. I understand, but I just want to know if you were
6 citing something specific I just want to know what that
7 is.

8 A. No. I mean, when we signed the contract we were never
9 planning on postponing.

10 Q. I understand. I don't think anybody was planning on a
11 pandemic.

12 A. Right.

13 Q. All right. And Ron and Ashley expressed a willingness
14 to work with you guys on postponing and rescheduling.
15 Right?

16 A. Initially they expressed it, yes.

17 Q. And you think it was at this time around August 4 that
18 you reached out to your vendors or before that?

19 A. No. It was probably the same date. I'd have to look
20 back and see, but it definitely wasn't before then. It
21 was most important to let the venue know.

22 Q. Okay. And you asked Ashley to get you available dates
23 in September and October of 2021. Right?

24 A. Right.

25 Q. Why were those the months you were looking at?

1 A. Fall 2021.

2 Q. And you wanted to talk those dates over with Greg
3 before talking to Ron. Right?

4 A. Correct.

5 Q. In this text you say that you're postponing because "I
6 just don't think I can enjoy myself without worry" this
7 November. Right?

8 A. I'm sure I said that, yeah. Right.

9 Q. Going on to the next page.

10 A. Right, yes.

11 Q. What did you mean by that?

12 A. I mean, I would be constantly worried about my family
13 getting COVID and ending up in a hospital.

14 Q. And then there's Ashley's response there. I'm now
15 looking at page 2 of Exhibit 4. And she was going to
16 get with Ron and get you some dates. Correct?

17 A. Correct.

18 Q. And then that next text you're thanking her for being
19 helpful. Right?

20 A. Mm-hmm.

21 Q. That's yes?

22 A. Yes.

23 Q. Okay. You had a good relationship with Ashley to this
24 point?

25 A. Yes.

1 Q. why did you decide to do the ceremony somewhere else
2 and not at South wind?

3 MR. HAWKINS:

4 Object to the form of the question.

5 EXAMINATION RESUMED BY MR. ANTHONY:

6 A. I mean, really it came down to I wanted a big wedding.
7 I wanted 170, 180 people there, and I think the price
8 of South wind Ranch reflects having a large wedding. I
9 know that they had other ceremonies with 20 people. If
10 I had known from the beginning I was going to have a
11 wedding with 20 people, I would not have signed a
12 contract for a venue that cost almost 10 grand.

13 Q. But you agree that you could have had the wedding you
14 had at Black Balsam Knob at South wind Ranch?

15 A. No.

16 MR. HAWKINS:

17 Same objection. Speculation.

18 EXAMINATION RESUMED BY MR. ANTHONY:

19 Q. why not?

20 A. Because it was -- no. It was impossible.

21 Q. well, why not?

22 MR. HAWKINS:

23 Asked and answered. Objection.

24 EXAMINATION RESUMED BY MR. ANTHONY:

25 A. Had -- you know, I wasn't able to have my family there.

1 I wasn't able to have everybody there. So...

2 Q. Right. What I'm really trying to get at is you had a
3 smaller ceremony at Black Balsam Knob with a small
4 group of people. Right?

5 A. Right.

6 Q. You could have done that ceremony with that same number
7 of people out at South Wind Ranch. Correct?

8 MR. HAWKINS:

9 Same objection. Asked and answered.

10 EXAMINATION RESUMED BY MR. ANTHONY:

11 A. I know what you're getting at, but no, it was
12 impossible for us to have it at South Wind Ranch.

13 Q. I'm just trying to understand why it was impossible.
14 If you can do it with that group of people outdoors at
15 Black Balsam Knob, why can't you do it with that group
16 of people at South Wind Ranch?

17 MR. HAWKINS:

18 The same objection. Asked and answered.

19 EXAMINATION RESUMED BY MR. ANTHONY:

20 A. We just couldn't. It was impossible in my eyes. So...

21 Q. Okay. I mean, those people could have shown up at
22 South Wind Ranch instead of showing up at Black Balsam
23 Knob, though. Right?

24 MR. HAWKINS:

25 Same objection. Asked and answered.

1 EXAMINATION RESUMED BY MR. ANTHONY:

2 A. No. It was impossible to have it at South Wind Ranch.

3 Q. Can you explain why it's impossible?

4 MR. HAWKINS:

5 I'm going to instruct the witness not to answer. This
6 is about six times. So...

7 EXAMINATION RESUMED BY MR. ANTHONY:

8 Q. All right. So we're going through the texts here, and
9 it looks like you communicated with Ashley from August
10 4 through August 16 when you were given some dates.
11 Correct?

12 A. Right, where I asked multiple times for some dates.

13 Q. And looking at page 4 of Exhibit 4, which is the text
14 message from August 16, Ashley actually put an image in
15 here, right, with open dates?

16 A. Right, after I sent a message on the 12th and the 15th
17 asking for dates.

18 Q. Right, I understand.

19 A. Okay.

20 Q. But the image that she put in here she said she got
21 from Ron. Correct?

22 A. Correct.

23 Q. So she's essentially sending you an image that she got
24 from Ron in this text message. Right?

25 A. That's what I would assume. That's what it says. I

1 don't -- I don't really know, you know, exactly where
2 that picture came from.

3 Q. I get it. And then you respond about the two Saturdays
4 being left, and Ashley says that's what he sent me,
5 maybe reach out to him. Right?

6 A. Right.

7 Q. And you did reach out to Ron around the 16th. Right?

8 A. I'm not sure if I -- I think I tried calling him
9 several times, which I don't have records of. I didn't
10 talk to him, but I believe I tried calling him twice
11 and I didn't get an answer.

12 Q. And that's what I was trying to get at, because these
13 last two pages, pages 9 and 10 of Exhibit 4, those are
14 your texts with Ron, and the first one's dated August
15 16, and so you think you just text messaged with him
16 rather than -- and weren't able to have a phone call
17 with him?

18 A. Right.

19 Q. So here you're talking about options for rescheduling
20 for fall of 2021. Correct?

21 A. Right.

22 Q. And you respond that you're looking for a two-day event
23 and the most important thing is having a Saturday.
24 Right?

25 A. Correct.

1 Q. And then he responds referencing the price increase.
2 Correct?

3 A. Right.

4 Q. And that's, again, something that Ashley had mentioned
5 to you before?

6 A. She said potentially there may be a price increase, and
7 I wasn't told the amount.

8 Q. Okay. And he says that he might have an October
9 weekend opening up?

10 A. Right, for almost \$15,000.

11 Q. Right. So let's talk about that for a minute. Do you
12 object to them increasing the price at all for 2021 or
13 just the amount of the increase?

14 A. I think both.

15 Q. Okay. You think that even with the rescheduled date
16 and even with your original date going unused, you
17 should have gotten the ability to reschedule for 2021
18 at the same price?

19 MR. HAWKINS:

20 Object to the form of the question.

21 EXAMINATION RESUMED BY MR. ANTHONY:

22 A. Right. I mean, I signed a contract to where, you know,
23 certain services would be available to me, and then I
24 was told that it was no problem to reschedule, and then
25 there's a 50 percent price increase.

1 Q. So you felt like that's what you were entitled to under
2 the contract?

3 A. I would not have signed for that wedding venue for
4 \$15,000.

5 Q. Okay. Did you respond to this text message? I think
6 the answer is no, but I just want to be sure there's
7 not one I missed.

8 A. I don't think I responded on the text, but I think
9 after that we -- I either tried calling him or I sent
10 an e-mail.

11 Q. Okay, and I've got the e-mails. We'll talk about those
12 in a second. You'd agree that looking at September and
13 October, we're I guess about a year from that date at
14 this point. Right? Or those dates?

15 A. We're about at the same timeline as we were when we
16 signed the original contract.

17 Q. Okay. And here on page 5 of Exhibit 4, you're saying
18 that you'll call Ron, and these are again the texts
19 with Ashley where you say I really wanted a Saturday
20 and it's still hot as crap in September. So at this
21 point you are not looking for a September date.
22 Correct?

23 A. I guess I was hoping for more of a later September, and
24 then if you look at the dates, the only Friday and
25 Saturday available are actually the -- is the weekend

1 of September 11, which I don't know about you, but I
2 don't want to get married on September 11.

3 Q. At any point---

4 A. That's the only Friday and Saturday that I was given
5 except for October with 5000 extra dollars.

6 Q. At any point did you talk with Ron about what this
7 image on page 4 means?

8 A. I believe I talked to him. I don't know if it was a
9 phone call or e-mail, but, I mean, we talked about the
10 dates that were available, and it's pretty clear what
11 dates are available on the picture.

12 Q. Okay. Was the date that was offered by Ron in the text
13 okay, just not the price increase?

14 A. The one in October?

15 Q. Right.

16 A. That would have been fine if it weren't for the price
17 increase.

18 Q. Okay. Did you ever ask him to waive the price
19 increase?

20 MR. HAWKINS:

21 Object to the form.

22 EXAMINATION RESUMED BY MR. ANTHONY:

23 A. I was never given the option. I was just told that
24 that was going to be the price.

25 Q. All right. So then I'm looking now at page 6 here, and

1 on August 19 Ashley followed up with you and says,
2 "Hey, just checking in on you. Did you ever get to
3 talk to Ron?" Do you see that?

4 A. I do.

5 Q. And then you said, "Sorry, I was at work all day today.
6 I did. Greg is fishing in Montana right now with no
7 service. I need to talk to him first." Do you see
8 that?

9 A. I do.

10 Q. What were you going to talk to Greg about?

11 A. I'm assuming just the reschedule dates.

12 Q. Okay. So then about two weeks go by, and then Ashley
13 texts you again on September 2. Right?

14 A. Yes.

15 Q. She says she's checking back in to see if you guys had
16 a rescheduled date, and you didn't respond to that.
17 Right?

18 A. Right.

19 Q. And then she checks in again on September 11, again
20 saying, Hey, I'm checking in. Right?

21 A. Right.

22 Q. So that text on September 11 when she's checking in
23 again, that's by my math about 23 days since your first
24 text on August 19. Right?

25 A. Right. There are also 12 days where I asked for dates

1 and didn't get them.

2 Q. Right.

3 A. So that was me checking in for quite some time.

4 Q. Gotcha. And you responded saying that you were sorry
5 about the delay, you were switching everything around
6 to get married that year with just a couple people.
7 Right?

8 A. Right.

9 Q. So you had been busy working on getting the wedding set
10 up. Is that fair?

11 A. I think we were just busy trying to figure out what we
12 wanted to do, and I know that we were talking about
13 dates for a long time. I know that we were talking
14 about the price increase that we were given if we were
15 possibly able to do it. We were talking about all
16 those possibilities.

17 Q. Okay. So then you text again on September 15 to Ashley
18 saying we've been trying to get a hold of Ron and
19 haven't gotten a call back. Right?

20 A. Right.

21 Q. And then Ashley responded letting you know that he had
22 had surgery just the day before?

23 A. Right.

24 Q. Did you end up talking with Ron on the phone?

25 A. Honestly, I can't recall. I know I tried calling him

1 several times before I texted Ashley again, and I
2 didn't get a call back.

3 Q. So then do you believe there are other text messages
4 with Ashley or with Ron other than the ones we're
5 looking at here?

6 A. I'll get you the ones from before. When was that? At
7 the very beginning.

8 Q. Right. Anything after these?

9 A. No, nothing after.

10 Q. All right. Let me show you the e-mails just to kind of
11 bring us up to present here. This will be Exhibit 5.

12 (Defendant's Exhibit 5 marked)

13 EXAMINATION RESUMED BY MR. ANTHONY:

14 Q. And I think that has all the e-mails in it, but I'll
15 check to be sure. Take a minute if you want to and
16 feel free to look through those and let me know when
17 you're ready.

18 A. I'm ready.

19 Q. Okay. Exhibit 5 here shows different e-mails between
20 you and Ron. Correct?

21 A. Right. I believe Greg and I both had our names on the
22 original e-mail.

23 Q. Yeah. And this appears to be an accurate copy of those
24 e-mails?

25 A. Yes.

1 Q. All right. So let's start with the one, I think it's
2 on the third page. This is your e-mail dated September
3 26 of 2020, and it's from you to Ron, and you copied
4 Greg. Correct?

5 A. Yes.

6 Q. Who drafted this e-mail?

7 A. Greg and I did.

8 Q. Did you have any help from anybody else?

9 A. Not that I recall.

10 Q. Okay. So you say in this e-mail that you reached out
11 to Ashley and that she had said it would be easy to
12 reschedule and there were plenty of Saturday
13 availabilities remaining in fall of 2021. Is that
14 right?

15 A. Right.

16 Q. And that's referring to your phone call with Ashley?

17 A. Correct.

18 Q. You reference in the next paragraph, "we realized that
19 the wedding was going to be delayed, even though that
20 is not what we bargained for and not what we wanted."
21 And I think I know what you're getting at there, but
22 the pandemic is not something you wanted, but
23 rescheduling the wedding is something that you guys did
24 want to do. Right?

25 MR. HAWKINS:

1 Object to the form.

2 EXAMINATION RESUMED BY MR. ANTHONY:

3 A. Well, we rescheduled the wedding that I wanted to have
4 is, you know, what we wanted to happen.

5 Q. Okay. And you mentioned Ashley did not send you dates
6 for the next 12 days?

7 A. Right.

8 Q. What's the importance of that?

9 A. The importance of that is venues fill up quick, and I
10 realize that. So, you know, if I had just -- I guess
11 if I had been known -- or been let know that I need to
12 reach out to Ron directly for those dates, I would
13 have, but that was never mentioned.

14 Q. Do you have any reason to think that some of those
15 dates were booked in the time that those 12 days
16 passed?

17 A. I mean, I didn't have physical evidence of it; however,
18 everybody was rescheduling their weddings. Lots of
19 people in the south want a fall wedding.

20 Q. But regardless of the date that was offered, you guys
21 would not have wanted to reschedule at the increased
22 price. Correct?

23 A. Right. Which that date wasn't given to us until later
24 on anyways.

25 Q. Right, I get it. But it really wasn't a date issue; it

1 was a price increase issue. Right?

2 MR. HAWKINS:

3 Object to the form of the question.

4 EXAMINATION RESUMED BY MR. ANTHONY:

5 A. Well, it was both. On one of them it was the date
6 issue, which I was never told a price for that one, but
7 I could only assume if there's a price increase for one
8 there's going to be a price increase for another one,
9 and then prices were increased an extra \$5000 on that
10 one.

11 Q. Okay.

12 A. We were also not told that that date was available. It
13 was a possibility that it was available.

14 Q. But you never pressed that. You never asked to reserve
15 that date. Right?

16 A. No, because it was 5000 extra dollars.

17 Q. I mean, do you feel that even if the company, South
18 wind, made a decision to increase prices for 2021, you
19 guys shouldn't have had to pay the increased price?

20 MR. HAWKINS:

21 Object to the form. Speculation.

22 EXAMINATION RESUMED BY MR. ANTHONY:

23 A. Well, we signed a contract for a certain amount, and
24 then I was told it wasn't an issue to reschedule. So
25 no, I did not expect a price increase.

1 Q. Where in the contract does it say that if you
2 reschedule it's going to be for the same price?

3 MR. HAWKINS:

4 Object to the form of the question.

5 EXAMINATION RESUMED BY MR. ANTHONY:

6 A. It doesn't say anything about rescheduling, but I had
7 talked to both my wedding planner and Ron about
8 rescheduling, and they said that that would be fine.

9 Q. They said it would be fine to reschedule. Right?

10 A. Right.

11 Q. But they didn't say that it would be fine to reschedule
12 at the same price?

13 MR. HAWKINS:

14 Object to the form.

15 EXAMINATION RESUMED BY MR. ANTHONY:

16 A. Because we hadn't -- I mean, all I got was a price
17 increase.

18 Q. Right, okay. In that e-mail you say, we would like to
19 ask for our deposit back and not schedule another
20 wedding for next year. Right?

21 A. Right.

22 Q. Okay. So then I'm flipping a few pages ahead to see
23 Ron's response here, and this looks like it's on the
24 second page of Exhibit 5. So this is Ron's e-mail
25 dated September 26, 2020 at 12:52. Right?

1 A. Right.

2 Q. Do you see that? Okay. And he says that he was hoping
3 to resell your date and has not been able to do that.
4 And you don't have any dispute that they weren't able
5 to resell your date?

6 A. Actually, I do, because he said that we are hoping that
7 we are still going to show up even though I told him
8 three months prior that we were going to reschedule.
9 So I don't know if there was actually an effort made to
10 reschedule or to get somebody else to book that date.

11 Q. Did you tell him that you guys were not going to show
12 up for that date?

13 MR. HAWKINS:

14 Object to the form of the question.

15 EXAMINATION RESUMED BY MR. ANTHONY:

16 A. Yes, on August 4.

17 Q. On August 4 in the text messages?

18 A. Yes. I clearly said we're going to have to reschedule
19 the wedding and could I have some 2021 dates.

20 Q. Okay. So August 4 was your text message with Ashley.
21 Right?

22 A. Right.

23 Q. Okay, where you guys made the decision to postpone the
24 wedding.

25 MR. HAWKINS:

1 Object to the form of the question.

2 EXAMINATION RESUMED BY MR. ANTHONY:

3 Q. Isn't that what it says? We decided to postpone for
4 good?

5 A. Correct.

6 Q. But you guys did not actually reschedule. Right?

7 A. No.

8 Q. So in this e-mail from September 26 from Ron he's
9 walking through the math essentially to show the cost
10 to South Wind for losing that original date and
11 rebooking at the original price. Correct?

12 A. Sure.

13 Q. And you understand -- I guess you wouldn't dispute his
14 math there. Right?

15 MR. HAWKINS:

16 Object to the form.

17 EXAMINATION RESUMED BY MR. ANTHONY:

18 A. I don't dispute the math, but I don't agree with how it
19 was laid out. He---

20 Q. What do you not agree with?

21 A. Well, he got almost five grand from us, and had he
22 booked that date, which I have no evidence that that
23 date was actually -- you know, that they tried to
24 resell that date, they would have had even more money.

25 Q. Right.

1 A. So at the end he just got almost five grand from us.
2 So I don't see how he lost any money.

3 Q. Well, if you guys hadn't booked that date back in
4 August 2019, somebody else would have booked it.
5 Right?

6 MR. HAWKINS:

7 Object to the form. Speculation.

8 EXAMINATION RESUMED BY MR. ANTHONY:

9 A. Right. And if there hadn't been a pandemic, then we
10 would have been there.

11 Q. Right. But, I mean, do you understand from the
12 documents we provided that everyone in the weeks around
13 you guys went forward with an event of some sort at
14 South wind during November?

15 MR. HAWKINS:

16 Object to the form of the question. Relevance. You
17 can answer.

18 EXAMINATION RESUMED BY MR. ANTHONY:

19 A. No, I don't. I'm not sure if there were weddings a
20 week, two weeks before, after.

21 Q. You haven't seen---

22 A. Also---

23 Q. I'm sorry. Go ahead.

24 A. Also, I'm sure that there -- you know, if there were
25 weddings, they're not in the position that I am where

1 I'm literally working at the hospital seeing people die
2 from this disease. A lot of people down here in the
3 south don't care.

4 Q. You haven't seen the wedding report that we provided
5 that shows the different dates and ceremonies and
6 events, that sort of thing?

7 MR. HAWKINS:

8 Objection. Relevance. You can answer the question.

9 EXAMINATION RESUMED BY MR. ANTHONY:

10 A. I've seen where like there were different dates that
11 were completed and different dates that were
12 rescheduled.

13 Q. Okay. If my folks had booked that date to somebody
14 else and they went forward with that event that
15 weekend, you'd agree that they would have received
16 \$8950 instead of the 4475 they received from---

17 A. Plus my 4475.

18 Q. Well, I'm talking about in a world where you guys
19 didn't book that venue and somebody else did and they
20 went forward with that event in November. Then South
21 Wind would have received the full price, \$8950. Right?

22 MR. HAWKINS:

23 Objection. Asks for her to speculate about a
24 hypothetical. You can answer it if you have the
25 ability.

1 EXAMINATION RESUMED BY MR. ANTHONY:

2 A. I mean, if somebody else had booked it and if they had
3 gone through with the wedding with COVID, then they
4 would have gotten that, but that's a whole lot of ifs.

5 Q. Okay. In the middle of that e-mail from September 26,
6 2020, Ron says, quote, I will work with you. Just pick
7 a date in 2021. Right?

8 A. Yeah, he says that.

9 Q. And then at the very end of the e-mail he says, quote,
10 Let's try and work something out. Right?

11 A. Well, you can't just say let me try to work something
12 out and then not do that. So I see those words
13 written, but I disagree that he's trying to work with
14 us.

15 Q. Well, did you pick a date and send one back to him in
16 response to that e-mail?

17 A. No, because we were given September 11 and the weekend
18 with the price increase.

19 Q. Right, but he's just telling you pick a date. I mean--
20 -

21 A. That's not how things work. If there's another wedding
22 that day, I can't just pick that date. That's why I
23 asked for available dates.

24 Q. Well, I understand, but you got a screenshot of some
25 available dates from Ashley. You never actually asked

1 Ron for a date and had him tell you no, that's not
2 available. Right?

3 A. Right, because that's not how things work. I thought
4 it was very easy just to look in a calendar and tell me
5 what dates were available, we could take a look at
6 those dates and then see if those dates worked with us.
7 You can't just show up to a wedding venue and say I
8 want to get married October 22nd.

9 Q. Right. But at least one of the dates that Ron put out
10 there as a possibility you would have been fine with.
11 Right?

12 MR. HAWKINS:

13 Object to the form. Go ahead.

14 EXAMINATION RESUMED BY MR. ANTHONY:

15 A. If it weren't for the price increase.

16 Q. And then the response e-mail at the top of that page on
17 September 27 you say, Honestly, after everything that
18 happened, we do not want to move forward with
19 scheduling another date with a strained relationship
20 and would just like our deposit back. Right?

21 A. Correct.

22 Q. And so at that point you didn't want to go forward with
23 South Wind Ranch regardless?

24 A. Right.

25 Q. Whether they were willing to provide dates or discounts

1 or whatever, the relationship was done at that point?

2 MR. HAWKINS:

3 Object to the form. You can answer.

4 EXAMINATION RESUMED BY MR. ANTHONY:

5 A. I believe at the time that's how I felt.

6 Q. Okay. And you had Ron's e-mail on the first page of
7 Exhibit 5 from September 27 where he's saying he can't
8 refund the deposit. Right?

9 A. Right. where he also refunded -- not refunded 14 other
10 brides and events.

11 Q. Yeah.

12 A. Mm-hmm.

13 Q. I mean, are you aware of the specifics behind those?

14 A. I know that they rescheduled.

15 Q. Right.

16 A. But at that point I'm assuming that they had money
17 trapped and they had no other choice.

18 Q. well, I mean, I guess I'm jumping ahead a little bit
19 here, but under the terms of that contract, Exhibit 1,
20 they could have -- South wind could have requested that
21 you guys pay the whole balance. Right?

22 MR. HAWKINS:

23 Object to the form.

24 EXAMINATION RESUMED BY MR. ANTHONY:

25 A. I'd have to look at the contract.

1 Q. I mean, isn't that what it says? If they really want
2 to throw the contract at you, it says that the balance
3 of 4475 is due October 6, 2020. Right?

4 MR. HAWKINS:

5 Object to the form. Calls for a legal conclusion.

6 MR. ANTHONY:

7 I'm not getting into legal conclusions. I want to know
8 is that what it says in the contract.

9 MR. HAWKINS:

10 Actually you are because you're asking her about
11 contract interpretation and the principles of contract
12 law within the question.

13 EXAMINATION RESUMED BY MR. ANTHONY:

14 Q. I still need an answer to the question, Charlie. This
15 contract says that there was an initial deposit of 4475
16 and there's a balance due October 6 of 2020. I mean,
17 if they wanted to just stand on the contract, South
18 wind could have said you guys owe us the full balance.
19 Right?

20 MR. HAWKINS:

21 Same objection. Calls for a legal conclusion and calls
22 for speculation.

23 EXAMINATION RESUMED BY MR. ANTHONY:

24 A. Right. I mean, that's -- I can read it. I know what
25 it says.

1 Q. well, isn't there some good faith here in them not
2 doing that? I mean, you'd agree that South Wind Ranch
3 was harmed by the pandemic the same as other people.
4 Right?

5 A. I'm not sure.

6 MR. HAWKINS:

7 Objection.

8 EXAMINATION RESUMED BY MR. ANTHONY:

9 Q. I mean, a business not being able to sell events
10 because of a pandemic, that was some harm to them.
11 wouldn't you agree with that?

12 MR. HAWKINS:

13 Same objection.

14 EXAMINATION RESUMED BY MR. ANTHONY:

15 A. I mean, I haven't seen their financials. I'm not sure.

16 Q. well, if they had an event date that was going to be
17 booked that couldn't be booked for whatever reason due
18 to the pandemic, I mean, that's a financial harm to
19 that company.

20 MR. HAWKINS:

21 Same objection. Asked and answered multiple times.

22 EXAMINATION RESUMED BY MR. ANTHONY:

23 A. Possibly. I'm really not sure.

24 Q. I guess what I'm getting at is you guys aren't the only
25 ones who were harmed by the pandemic. Right?

1 MR. HAWKINS:

2 Same objection. Speculation. Calls for a legal
3 conclusion and asked and answered.

4 EXAMINATION RESUMED BY MR. ANTHONY:

5 A. Right. That's 14 other people.

6 Q. Right. And businesses. Right?

7 MR. HAWKINS:

8 Same objection.

9 EXAMINATION RESUMED BY MR. ANTHONY:

10 A. It depends on the business, but---

11 Q. I mean, take it generally. There were lots of
12 businesses across Greenville that were harmed by the
13 pandemic. Right?

14 MR. HAWKINS:

15 Objection.

16 EXAMINATION RESUMED BY MR. ANTHONY:

17 A. Right, but we're not talking about other businesses.

18 Q. Okay. You're not willing to concede that South Wind,
19 an event rental venue, was harmed financially due to
20 the pandemic?

21 MR. HAWKINS:

22 Objection.

23 EXAMINATION RESUMED BY MR. ANTHONY:

24 A. I'm not sure. I haven't seen their financials. So I
25 don't know.

1 Q. Okay. At this point the e-mails that we were looking
2 at, Exhibit 5, you guys decide at this point that you
3 want to cancel the contract instead of postponing it.
4 Right?

5 MR. HAWKINS:

6 Object to the form of the question.

7 EXAMINATION RESUMED BY MR. ANTHONY:

8 A. I mean, I said I don't want to move forward with
9 rescheduling and I would like our deposit back.

10 Q. Well, I won't ask you the question about canceling
11 again since your attorney has instructed you not to
12 answer that. You never gave Ron a date in response to
13 these e-mails in Exhibit 5. Correct?

14 A. No, because I asked for dates and I was given dates
15 that didn't work or the price didn't work. I mean, I
16 can read where, you know, he's saying pick a date, but
17 that's just not how things work. It's either available
18 or it's not available.

19 Q. Okay. I mean, you didn't know what he was referring
20 to, did you? I mean, he asked you to pick a date. You
21 didn't take it any further than that to say how about
22 this date and have him say no, that's not available.
23 You just didn't respond.

24 A. Well, I asked for dates and I got dates. I got the
25 available dates, and those didn't work for us.

1 Q. Did you use any vendors with the wedding you had on
2 Black Balsam Knob?

3 A. I had a photographer, and we had some food catered.

4 Q. Who were those vendors?

5 A. Honestly, I'd have to look back. I couldn't tell you
6 the names of them right now.

7 Q. What restrictions did you guys use for that wedding in
8 terms of numbers and that sort of thing?

9 A. We wanted to keep it small. So we really only had
10 immediate family there, didn't have any -- I mean, we
11 had our wedding party. So that consisted of some
12 friends, but, honestly, the wedding party was mostly
13 family as well.

14 Q. And your parents were there?

15 A. Yes.

16 Q. And what weekend did you guys end up getting married?

17 A. October 24th.

18 Q. October 24th of 2020. Correct?

19 A. Yes.

20 Q. When did you guys begin thinking about filing a
21 lawsuit? And again, I don't want to know about
22 attorney-client privileged communications, but you and
23 Greg, when did you start thinking about filing a
24 lawsuit?

25 A. As soon as Ron said I have three other partners and a

1 solid legal and accounting team.

2 Q. So September 27, 2020?

3 A. Yes.

4 Q. And I see Mr. Hawkins is copied on that e-mail. Is
5 there a reason you copied him?

6 A. He's a good friend of ours.

7 Q. But this is the first date that you guys started
8 thinking about filing a lawsuit?

9 A. Started thinking about getting some legal advice.

10 Q. Okay. And you guys filed the suit in January of 2021.

11 A. I'd have to look at the date.

12 Q. Let's look at the Complaint here, Exhibit 3, and see if
13 --

14 A. Yes.

15 Q. -- there's a stamp.

16 A. Okay.

17 Q. Why did you choose to sue Ron individually?

18 MR. HAWKINS:

19 I'm going to object. That's a question about an
20 attorney-client conversation.

21 EXAMINATION RESUMED BY MR. ANTHONY:

22 Q. And I don't want to know about any discussion you had
23 with your attorney, but you reviewed the Complaint I
24 think you said before the suit was filed. I assume you
25 were comfortable with it.

1 Q. All right. we talked about the South wind Ranch
2 contract which is Exhibit 1, and we agreed that it says
3 in that contract the deposit is nonrefundable.

4 Correct?

5 A. Right.

6 Q. why do you believe that despite that the deposit should
7 be refunded?

8 A. Just because you put in your contract it's
9 nonrefundable doesn't mean that you get to do whatever
10 you want to your paying customers. So that's why I
11 believe that I have a claim to get that money back.

12 Q. Is there any other basis you have as to why you think
13 the deposit should be refundable other than what you
14 just explained?

15 A. I mean, it's in the -- it's in the Complaint.

16 Q. Okay. what in the Complaint are you referring to?
17 It's---

18 A. No, I mean, I have it, but, I mean, it goes over all
19 the different clauses and why we believe that we've
20 sustained damages and why we believe that we should get
21 our deposit back.

22 Q. Okay. well, put it in your words for me. why do you
23 think you're entitled to have the deposit back even
24 though it says nonrefundable?

25 A. I mean, to put it plain and simple, I think we got

1 screwed. I think that they didn't treat us as fair
2 paying customers.

3 Q. Okay. Anything else?

4 A. I'm sure that there's more.

5 Q. Well, this is my time to understand it, and, Charlie, I
6 don't mean to press, but what's the basis for saying
7 the nonrefundable deposit should be refundable?

8 A. I mean, I really just -- like I said, I don't think we
9 were being treated fairly, and I know that there's more
10 in that Complaint, and I'm not a lawyer. So, but that
11 was the basis for us, you know, filing a suit.

12 Q. All right. The South wind contract says that you owe
13 the full price -- let me strike that and ask it this
14 way. You agree that your e-mail to Ron saying you guys
15 didn't want to go forward was less than two months away
16 from the event date. Right?

17 A. Right, but we had talked about August 4th rescheduling.

18 Q. Okay. Why do you think you guys shouldn't owe the
19 balance due under the contract, Exhibit 1?

20 A. Because there were no services ever performed.

21 Q. Any other reason?

22 A. I'm not sure.

23 Q. Do you believe my clients breached this contract,
24 Exhibit 1?

25 A. I'd probably have to -- I mean, to some point, yes.

1 That's why we're filing a suit, because I believe that
2 we were not treated fairly.

3 Q. How do you think they breached it?

4 A. I mean, I'm not an attorney. So I don't -- this is I
5 think getting a little bit too much into the...

6 Q. Well, I mean, you brought this lawsuit, and so I just
7 need to understand. Do you believe my folks violated
8 this contract?

9 A. I'm not sure how to answer that right now.

10 Q. Okay. Let's talk about Ashley's contract, which is
11 Exhibit 2. You'd agree that that says the deposit is
12 not refunded if the event is canceled. Right?

13 A. That's what it says.

14 Q. So why do you believe you should get that deposit back?

15 A. Just because all the services were not performed. I
16 don't think I was treated right.

17 Q. What services of Ashley's do you think were not
18 performed?

19 A. I mean, we paid for a whole -- I don't know. We paid
20 for wedding planning, and I just don't think that it
21 was all -- that she fulfilled the agreement.

22 Q. Was it Ashley's fault if she didn't provide services?

23 A. Well, there were 12 days I asked for dates, and if I
24 were told to reach out to Ron directly, that would have
25 been one thing, but I think that I was misled as well

1 by being told that there's plenty of availability when
2 there wasn't, which I know it's not her calendar, but
3 they work very closely with each other.

4 Q. So even though you all decided not to go forward with
5 the wedding, you think Ashley owes you the deposit
6 back?

7 A. It's not that we decided not to go forward with it.
8 It's we tried to reschedule it, and then the prices
9 were increased and you're given crappy dates and we
10 couldn't go forward with it.

11 Q. Did Ashley have anything to do with the price increase?

12 A. I'm not sure.

13 Q. You don't know one way or the other?

14 A. No.

15 Q. All right. The contract with Ashley Black, Exhibit 2,
16 also says that the balance is due if the event is
17 canceled. So why shouldn't you pay the balance?

18 A. The same thing that I said earlier. I don't think that
19 we were treated like fair paying customers.

20 Q. The contract provides that Ashley is entitled to
21 attorney's fees if she prevails in this action. Do you
22 agree that if she's the prevailing party here that she
23 should be entitled to attorney's fees?

24 A. I'm not sure. I didn't go to law school. I don't know
25 the laws.

1 Q. Do you think Ashley violated her contract with you?

2 A. I mean, I think that communication should have kept --
3 you know, stayed open, and they didn't.

4 Q. Okay. Do you think---

5 A. I think -- I think that I was misled.

6 Q. Do you think that's a violation of the contract?

7 A. I'd have to look at it again, but yeah, I think so.

8 Q. How were you misled by Ashley?

9 A. Just saying that there's plenty of availability. I
10 think I was misled by both of them.

11 Q. Do you know that Ashley misrepresented anything to you?
12 Do you know what she knew?

13 A. How would I know that?

14 Q. Well, that's what I'm getting at. You're making some
15 definitive statements that Ashley misled you, and I
16 just want to know do you have information suggesting
17 that she misled you, or is that just you speculating?

18 A. Well, I know that---

19 MR. HAWKINS:

20 I'm going to object. Asked and answered. You can
21 answer if you're able.

22 EXAMINATION RESUMED BY MR. ANTHONY:

23 A. I know that Ashley and Ron work very closely together.
24 There's no reason for me to think that Ashley wouldn't
25 know exactly what was going on.

1 Q. How do you know that they work very closely together?

2 A. At that time she was the exclusive wedding planner for
3 South Wind Ranch.

4 Q. You don't know what information she got from Ron,
5 though, other than the screenshot that she shared.
6 Right?

7 A. No.

8 Q. So when you say that she misled you, you really don't
9 know that with any certainty, do you?

10 MR. HAWKINS:

11 Object to the form of the question.

12 Mischaracterization. You can answer.

13 EXAMINATION RESUMED BY MR. ANTHONY:

14 A. Well, I do, because I was told that there were plenty
15 of availabilities left, and really when I was told
16 about the price increase, I was not expecting a 50
17 percent price increase.

18 Q. All right. But when she told you about the price
19 increase you didn't object to that at that time.
20 Right?

21 A. Well, that's something that I would have to discuss
22 with my husband and my dad. There's no reason to, you
23 know, bring it up right then, especially when she said
24 that she wasn't sure exactly how much, but I knew that
25 it would be something that I would have to discuss with

1 Ron.

2 Q. But if you felt like a price increase was a violation
3 of the contract, why was there anything you needed to
4 discuss with your husband and your dad? Why wasn't
5 that something you objected to right away?

6 A. I mean, it's my wedding. I still wanted to get
7 married. I just wasn't sure if we were going to be
8 able to do some kind of price increase. I wasn't sure
9 how they were going to feel about it. It's not just me
10 planning a wedding. It's my husband and I, and my dad
11 was paying for the venue. So it's not just on me.

12 Q. Okay. You agree that you did not have a contract with
13 Ron as part of all this. Right?

14 A. Say that again?

15 Q. You'd agree you didn't have a contract with Ron; you
16 had a contract with South Wind. Right?

17 A. Yes.

18 Q. So then why did you sue him individually?

19 MR. HAWKINS:

20 Object to the form of the question. Calls for
21 attorney-client privileged information.

22 EXAMINATION RESUMED BY MR. ANTHONY:

23 A. I think we've already been over this.

24 Q. You don't have any independent knowledge or independent
25 reason for suing Ron individually?

1 MR. HAWKINS:

2 Object to the form. You can answer.

3 EXAMINATION RESUMED BY MR. ANTHONY:

4 A. I'm not sure. We talked about it earlier. I didn't go
5 to law school.

6 Q. Okay. Did you ever make a demand on Ashley Black to
7 return the deposit?

8 A. I don't believe I did.

9 Q. In the lawsuit you say the defendants acted unfairly
10 and dishonestly in pursuit of unreasonable financial
11 gain. Can you tell me what you mean by that?

12 A. I'm not an attorney. I didn't draft that.

13 Q. Each of these causes of action you guys filed you filed
14 against South Wind, Ron, and Ashley. So can you tell
15 me in saying that the defendants failed to provide
16 agreed-upon services in exchange for your payment, how
17 did Ashley fail to provide agreed-upon services in
18 exchange for your payment?

19 A. I mean, like I said before, I just feel like I was
20 misled, and, you know, she was supposed to help me plan
21 this, and I don't feel like it went that way.

22 Q. Anything more specific?

23 A. Not at this time.

24 Q. Okay. What about Ron, how did he fail to provide
25 agreed-upon services?

1 A. He failed to -- I mean, I know rescheduling wasn't part
2 of the contract, but, like I said, both of them said it
3 would be easy, and then we were given a price increase.

4 Q. Anything else?

5 A. I'm sure there's more, but not at this time.

6 Q. How did Ashley fail to monitor scheduled events for any
7 reasonably foreseeable issues with providing agreed-
8 upon services?

9 A. Could you repeat that?

10 Q. Yeah. You say that -- I'm looking at the Complaint
11 here. In paragraph 28, item B, it says that the
12 defendants failed to monitor scheduled events for any
13 reasonably foreseeable issues with providing the
14 agreed-upon services. Can you tell me how Ashley
15 failed to monitor scheduled events for such issues?

16 A. Yeah. I was supposed to get reschedule dates, and I
17 didn't get them for quite some time, and they were
18 touring like crazy.

19 Q. Okay. But you don't have any information as to whether
20 that delay was due to Ashley or due to Ron or South
21 wind. Right?

22 A. I don't.

23 Q. Okay. How did Ron fail to monitor scheduled events for
24 the issues?

25 A. The same thing. I wasn't given any dates in a timely

1 fashion.

2 Q. You say that they failed to inform customers of any
3 reasonably foreseeable issues with providing the
4 agreed-upon services. Can you tell me what you mean by
5 that?

6 A. Let me read it. Which one is it?

7 Q. Paragraph 28.

8 A. I don't remember it. Is it in here? I don't think it
9 is. I'm sorry. It's just easier if I read it.

10 Q. No, that's okay. I think that would be easier.

11 A. Yeah. Okay, go ahead.

12 Q. Okay. So looking at C now, can you tell me how Ashley
13 failed to inform you of reasonably foreseeable issues
14 with providing her services?

15 A. Well, she said that there's plenty of Saturday
16 availability, and there wasn't, and said that there was
17 possibly a price increase. I didn't expect a 50
18 percent price increase.

19 Q. But, again, you don't know where she got that
20 information?

21 A. I mean, I wasn't a fly on the wall between Ashley and
22 Ron's conversations. I don't know what text messages
23 or what phone calls were exchanged between them.

24 Q. I guess to kind of get to the gist of all this, does
25 any of this deal with anything other than the

1 rescheduling, any of these allegations in paragraph 28,
2 or is that really where your allegations lie?

3 MR. HAWKINS:

4 Object to the form. Calls for attorney-client
5 privileged information.

6 EXAMINATION RESUMED BY MR. ANTHONY:

7 Q. I don't want to know anything you and your attorney
8 talked about, but this is my chance to kind of
9 understand what your allegations are, and rather than
10 go through these one at a time, I'm kind of trying to
11 cut to the chase, but is it really related to the
12 rescheduling?

13 MR. HAWKINS:

14 Same objection. You can answer.

15 EXAMINATION RESUMED BY MR. ANTHONY:

16 A. Well, it's all of it. Right? It's the rescheduling.
17 It's the price increase. It's even though they say
18 that they're going to work with us, they didn't. I
19 mean, Ron immediately mentions his legal team and his
20 partners.

21 Q. You have an allegation in here about failing to
22 communicate with customers.

23 A. Yes.

24 Q. How has Ashley failed to communicate with you?

25 A. I think I asked three different times for dates.

1 Q. And she followed up with you a number of times in
2 September. Right?

3 A. She did, but that -- I mean, at that point that wasn't
4 really the issue.

5 Q. Charlie, what are your damages in this case in terms of
6 how have you guys been harmed by all of this?

7 MR. HAWKINS:

8 Objection. Legal strategy and attorney-client
9 information.

10 EXAMINATION RESUMED BY MR. ANTHONY:

11 A. There's damages listed in the claim.

12 Q. Maybe you can cite me to it, because all I'm seeing is
13 the plaintiffs have been damaged.

14 A. I know that they're in there. Maybe it was---

15 Q. Well, it may be. Just---

16 A. Maybe it was in the discovery.

17 Q. Okay. So looking at the discovery responses, and these
18 are dated November 4, 2021, we asked that you set forth
19 an itemized statement of all damages, exclusive of pain
20 and suffering, and you responded \$8400 in damages from
21 the canceled wedding, including 1200 for photography,
22 \$700 for flowers, \$1000 for food, \$4500 for a venue
23 deposit, 500 for decorations, 500 for furniture rental,
24 and then there's also a mention of physical and mental
25 damages related to stress. Let me start with the ones

1 that are listed off. Did you lose \$1200 on
2 photography?

3 A. I did, and that's something my attorney and I
4 discussed.

5 Q. You did lose \$1200 on photography? I thought you told
6 me earlier you didn't pay the photographer.

7 A. Well, I did.

8 Q. You did, all right. So you paid---

9 MR. HAWKINS:

10 I think you might be talking about the engagement
11 pictures, which is the---

12 MR. ANTHONY:

13 Maybe so.

14 MR. HAWKINS:

15 I don't know.

16 EXAMINATION RESUMED BY MR. ANTHONY:

17 Q. What's the distinction here? I thought you said that
18 Hannah Danielle Photography was paid for the engagement
19 pictures but that you canceled before the wedding.

20 A. I think these were for what we had to do because it was
21 impossible for us to have the wedding at South Wind.

22 Q. So are these expenses you incurred having the wedding
23 on the mountaintop?

24 A. Yes.

25 Q. Okay. So that would include the \$1200 for photography

1 and the \$700 for flowers, the \$1000 for food, the \$500
2 for decoration, and the \$500 for furniture rental?
3 Those are all related to the mountaintop ceremony?

4 A. Yes.

5 Q. Okay. You had made the decision to have the
6 mountaintop ceremony when you were trying to reschedule
7 South wind for just some other event. Right?

8 A. I mean, it wasn't really a decision. It was just
9 something that we had to do because it was impossible
10 to have it at South wind.

11 Q. When you were trying to reschedule, what were you guys
12 planning to reschedule? Was it going to be an event?
13 Was it going to be another wedding ceremony?

14 A. We were trying to have a celebration for, you know,
15 everybody being able to come. Obviously now it's early
16 2022 and I don't even know if that would have been
17 possible either.

18 Q. Right. But even under that scenario, you were going to
19 incur all these expenses to your mountaintop ceremony.
20 Right? Even if you'd rescheduled and had a second
21 celebration, these expenses we're looking at here in
22 the interrogatory responses you still would have
23 incurred.

24 A. No. I think our little ceremony that we had on top of
25 the mountain would have been much different if our

1 communication with South Wind Ranch had been different.
2 If we had been able to reschedule, our ceremony would
3 have been a lot different.

4 Q. How would it have been different?

5 A. It probably just would have been the two of us, maybe
6 my mom, his mom, and that would have been it. But I
7 don't know. I mean, we never got the chance to do
8 that.

9 Q. All right. Tell me about the physical and mental
10 damages related to the stress.

11 A. Well, I'm working in an ICU with COVID, and then I have
12 the additional stress of trying to plan a wedding,
13 which I don't know if you're married and your wife went
14 through it, but it's very, very stressful, and then
15 having to deal with a pandemic on top of that was -- it
16 was a lot.

17 Q. But all those things you described you were having to
18 go through even before rescheduling this. Right? I
19 mean, the stress that goes with wedding planning, the
20 stress of working in an ICU.

21 A. Right, but it was made a lot worse by trying to
22 reschedule it and then by given a price increase and by
23 given dates that didn't work for us. That didn't make
24 things any easier.

25 Q. When you referenced physical damages, what are the

1 Q. I'm still not sure I quite understand. I mean, what's
2 the purpose? What's the goal of the lawsuit?

3 A. I mean, we brought this lawsuit because I wasn't able
4 to get our deposit back.

5 Q. Were you trying to make Ron and Ashley feel some pain
6 as a result of this situation?

7 A. No, I don't think so. I just wanted to get the deposit
8 back after we were unable to come to an agreement.

9 Q. Were you trying to make them spend some money on
10 lawyers?

11 A. No.

12 Q. I may be finished up. Let me take a quick break and
13 look at my notes, and then I'll be right back.

14 A. Okay.

15 (Off the Record; 12:40 -- 12:51 PM)

16 EXAMINATION RESUMED BY MR. ANTHONY:

17 Q. I have just a handful of follow-up questions, Charlie.
18 One, with regard to the Black Balsam Knob, did you guys
19 have to reserve that space, or is that just something
20 where you just kind of showed up?

21 A. We just showed up.

22 Q. And when did you make the decision again to get married
23 at that location?

24 A. I don't have the exact date. It must have been
25 sometime before I texted Ashley on August 4. So

1 sometime between late July, early August.

2 Q. And we looked extensively at the text messages you had
3 between you and Ashley, but you guys obviously had some
4 phone calls during that time. Right?

5 A. Right.

6 Q. There's a separate lawsuit that was filed, that you
7 guys filed, the declaratory judgment action against the
8 insurance company. I assume you were aware of that
9 before it was filed?

10 A. Yes.

11 Q. And you had requested in rescheduling not just
12 Saturdays but a two-day period that included a
13 Saturday. Correct?

14 A. Yes. That's what I asked for originally.

15 Q. All right. I think that is all I have. Your attorney
16 may have some questions for you, but I appreciate the
17 time.

18 EXAMINATION BY MR. HAWKINS:

19 Q. Yeah, just a few for anticipating motions. The stress
20 that you talked about earlier, Charlie, it's my
21 understanding -- correct me if I'm wrong -- that you
22 were in a stressful environment because you were
23 working in the COVID unit at the hospital and you were
24 simultaneously planning a wedding. Is that fair to
25 say?

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) C.A. NO. 2021-CP-23-00416

Christian wienands, Charlotte Muxlow,)
Gregory Muxlow,)
 Plaintiff(s),)
 versus)
Southwind Ranch, Ronald Hakala, and)
Ashley Black,)
 Defendant(s).)

D E P O S I T I O N

WITNESS: WILLIAM GREGORY MUXLOW, II
DATE: January 24, 2022
TIME: 1:06 PM
LOCATION: Hawkins & Jedziniak, LLC
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 Greenville, South Carolina
REPORTED BY: Rosalind Poole Walters, CVR-M

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(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 photography. So...

2 Q. What's his last name? Is it---

3 A. Baker.

4 Q. Okay. Did you talk to him about doing the wedding at
5 South wind, or did you talk to him about---

6 A. No, no, no. This is -- this is the only communication
7 I had with any -- with any of our vendors. So that was
8 after the fact. That was after.

9 Q. That was relating to the wedding on the mountain?

10 A. Yes.

11 Q. Okay. And I think we just touched on this, but you'd
12 agree that Christian's role in this was fairly limited
13 to -- he was there for the initial tour and he was
14 going to be responsible for making the payments?

15 A. Yes.

16 MR. HAWKINS:

17 Object to the form.

18 EXAMINATION RESUMED BY MR. ANTHONY:

19 Q. Okay. But his role didn't go any further than that?

20 A. Not just payments. You know, Charlie and her dad have
21 a very close relationship. So this was a very special
22 thing for them to go out and do the venue together. If
23 anything, I felt like I was in the backseat of all of
24 it, which is -- which was fine with me. You know, I
25 wanted her to be happy, and I feel like that's a

South Wind Ranch, LLC RENTAL AGREEMENT

This agreement for the usage & rental of South Wind Ranch Wedding & Event Venue (the "Venue") is made today, the 29th day of August 2019 by and between South Wind Ranch, LLC and **Charlie Wienands and Greg Muxlow** ("Renter"). The Renter desires to temporarily rent, occupy, and make use of the Venue located at 330 Bates Crossing Rd, Travelers Rest, SC 29690 and is known as South Wind Ranch Wedding & Event Venue on the **November 6 & 7, 2020**

The Renter's event: **Weekend Wedding Package** Event Date: **November 6 & 7, 2020**

The Venue and the Renter agree to the following terms and conditions: **Rental Fee: \$ 8950**

Initial Deposit: **\$4475** *Pd 8/5/19*

Payment Terms & Dates - Check, Cash, or Paypal

- **Balance \$4475 due October 6, 2020**

Payments payable to: South Wind Ranch

Refundable Security Deposit: \$500 Due 30 days prior to Event

Venue Description of Services for this event: **Weekend Wedding Package**

- Usage of SWR 3 BR Guest/Bridal Suite from Friday, November 6, 2020 at 10:00am to Sunday morning, November 8, 2020 at 10:00am (**Bonus! Honeymoon Suite Saturday November 7, 2020**)

- Full Breakfast & Fridge on the weekend (includes 1st Refresher Dinner (Food Not Included, for 2 people, please see menu))
- SWR 3 BR Guest/Bridal Suite includes Disk Golf, Fishing, Disk, Cornhole, Ping Pong, Horseshoes, etc.
- Access to the Lake & Celebration Barn
- Access to the South Wind Ranch Wedding Coordinator
- 100% Satisfaction Guarantee (175) - includes Set Up & Tear Down
- 100% Satisfaction Guarantee (175) - includes Set Up & Tear Down
- Preferred Vendors - top quality choices in every category to meet your expectations and budget (Outside Vendors OK with Venue approval)
- Parking attendants with Golf Cart transportation services during rental period - Photo Shoot access

All deposits are non-refundable (except Security Deposit) & any balance due must be paid 30 days prior to the scheduled event or the event may not be held. Renter's signature represents the above terms and commitments as well as knowledge that they understand all Regulations & Venue Guidelines associated with the Venue rental. A copy of Regulations & Venue Guidelines was received.

Renter's Representative: Christian Wienands (please print)

Signature: M. Wienands Date: 8-30-19

South Wind Ranch, 330 Bates Crossing Road, Travelers Rest, SC 29690

864.395.4101

Email: charlotte.wienands@gmail.com

Address: 309 Viola St., Greenville SC 29601



Exhibit B - 5 pages

From:

Ashley Black

South Wind Ranch Weddings & Events

Planning

8646088021

piperlaurenclay@gmail.com



Bill To:

Charlie Wienands

charlotte.wienands@gmail.com

Project:

Charlie & Greg

Type

Wedding

Date

Nov 06, 2020 - Nov 08, 2020

Time

12:00 pm - 10:00 am

Location

South Wind Ranch

CHARLIE & GREG PROPOSAL

Version 1

PROPOSAL

Complete Planning**

QTY	UNIT	PRICE	TAX	TOTAL
	item	\$2,200.00		\$2,200.00



QTY	UNIT	PRICE	TAX	TOTAL

This is the all inclusive package - wedding planning from top to bottom. I will start planning with you from the day we meet until you exit your dream wedding. This includes all venue tours, vendor meetings and negotiations, event design, invitations, timeline etc. - every single detail. I will be available to brainstorm at all times and make your day everything that you imagined. Late night clean/pack up. This package also includes day of coordination services. Starts at \$2200 **

Full wedding planning services

- Pre-wedding consultation
- Budget management
- Vendor recommendations & bookings. You'll receive a list of the vendor I recommend as well as help with contacting and booking them
- Communication & payment management. There will be a structured payment plan that will be communicated.
- Create a design and inspiration board to ensure your vision is achieved.
- Attend all meetings with other vendors/services providers
- Detailed day of timeline management
- Rehearsal coordination.
- Day of coordination
- Unlimited email & phone consultations

Additional Services can be discussed and quoted after the initial consultation.
More Elaborate Decor, Invitations & Calligraphy, Bridal Party Favors, Guest Favors, Wedding Errands, & Much More!

**South Wind Ranch Incentive Can Be Applied

Subtotal:	\$2,200.00
Discount:	-\$200.00
Total Amount:	\$2,000.00

PAYMENT PLAN

1. \$1,000.00	Dec 15, 2019	#78433-000048	PAID # 78433-000048 (Manual)
2. \$1,000.00	Oct 6, 2020	#78433-000049	UNPAID

Total Amount: **\$2,000.00**

CONTRACT

This agreement made on Dec 16, 2019, between Charlie Wienands [Referred to as client], and Vendor [Referred to as consultant] for Charlie & Greg Proposal on Nov 6, 2020 at _____.

Retainer

An initial retainer of \$1,000.00 of total cost \$2,000.00 and a signed contract must be secured prior to any services being performed by Consultant.

Contracted package

Includes all services described in selected package details reviewed and distributed to clients. Any additional services/products requested by the client incurred by consultant will be billed directly to client at cost. All services contracted cannot be deducted, but additional services can be added.

Expiration

Current event date is valid 1-week post origination date to secure services.

Provided Documentation

All documentation created and provided to client is owned and copy written by Consultant and cannot be used or given to any other 3rd party.

Attire

All associates of Consultant will wear proper attire, brown or black dresses or suits, day of event.

Day of Management/Consultant – Will be a Lead Associate and team member of Consultant who will be present and manage day of activities.

Liability

It is understood that Consultant is only liable for services completed and provided by Consultant and cannot be held liable for the services of other contracted vendors. It is understood that in no event shall Consultant be liable for consequential damages of any kind.

Cancellation Policy

If event is canceled, no portion of the fees paid to Consultant will be returned. If event is canceled less than 6 months before date, 2nd payment will be required to compensate for hours of service already rendered and loss of event date. If the event is postponed, services contracted can be applied to a new date if available (refer to Postponement Policy).

Postponement Policy

If event is postponed, all services will cease at time of notification of postponement if no determined new date is provided. Payment schedule will be determined and readjusted post new event date notification. If client requires services to resume, post new event date being established, second payment will be required at time of service re-start.

Responsibility

Consultant is not responsible for Acts Of God, Natural Disasters, an Act Of Government such as A Declaration of National or Local Emergency, or Other Incidents Not within the control of the consultant, i.e. accident, death in the family, illness, pregnancy, or sudden tragic circumstance. In such a situation, consultant will obtain, upon approval of the client, a qualified professional replacement to fulfill consultant's obligations under the contract, at no additional charge to the client.

Overtime

Additional unplanned and/or un-contracted services (such as, but not limited to, full redo of design, day of wedding extension of time, services outside of scope of agreement, management of non wedding day activities, etc) are considered overtime and will be billed with prior notification and consent at the rate of \$130 per hour.

Costs

any purchased items on behalf of client for day of event or prior will be billed directly to client at cost of goods and mileage at \$.52 per mile if extensive travel (beyond 25 miles) is required to be acquired.

Contracted Vendor and Payments

Any rentals and/or subcontracted vendors contracted on behalf of client will be paid in full to Consultant directly at requested deadline. Proper notice will be provided per cost.

Damage or Loss of Accessories

Client agrees to exercise all due care in caring for, and preserving the property of Consultant. Clients shall remain responsible for all loss or damage to rentals, up to and including actual replacement value for each missing or damaged item per cost.

Payment Schedule and Method

For your convenience, payments can be made online via HoneyBook.com using a valid credit card. Otherwise, payment is to be made by cash, check, Square or PayPal. Note: PayPal incurs an additional 3% charge by PayPal that may be charged directly to client.

50% initial retainer due upon completion of the signed agreement for services. Remaining balance is due as indicated in the schedule below:

Attorney

If legal action is necessary to enforce the terms of this contract the prevailing party shall be entitled to reasonable attorney fees in addition to any other remedies to which that party might be legally entitled.

Appropriate Conduct/ Safe Working Environment:**{Wedding}**

The Client(s) expressly agree(s) to take best efforts to provide [Vendor] and Vendor's staff with safe and appropriate working conditions. In the event of circumstances deemed by either [Vendor] or a bystander to present a threat or implied threat of injury or harm to [Vendor] staff or equipment, the [Vendor] reserves the right to cancel all services remaining under this Agreement and leave the event. At the [Vendor]'s discretion, the [Vendor] may enact a three-strike policy. After the first offense, the [Vendor] will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), [Vendor] shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the [Vendor] will immediately leave the event. If the [Vendor] leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold [Vendor] harmless as a result of incomplete event coverage, or for a lapse in the quality of the [Vendor's] work, and the Client(s) shall be responsible for payment in full.

{Non Event}

The Client(s) expressly agree(s) to take best efforts to provide [Vendor] and Vendor's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to [Vendor] staff, [Vendor] will make reasonable efforts to notify the Client(s). If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time, [Vendor] shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client(s) will agree to relieve and hold [Vendor] harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the [Vendor's] work. The Client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether [Vendor] resumes work detailed in this Agreement.

The undersigned have read this contract, understand its terms, and agree to be bound thereby. Any additions, deletions, or revisions must be made in writing and approved by all responsible parties. The parties agree that this contract is the complete and exclusive statement of the mutual understanding of the parties.

Ashley Black

Dec 19, 2019

Charlie Wienands

Dec 18, 2019

piperlaurenclay@gmail.com | 8646088021 | 7 Valley Fall Ct, Greer, SC 29650

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CASE NO. 2021-CP-23-
	)	
Christian Wienands, Charlotte Muxlow, and	)	
Gregory Muxlow,	)	SUMMONS
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
Southwind Ranch, Ronald Hakala, and Ashley	)	
Black,	)	
	)	
Defendants.	)	

YOU ARE HEREBY SUMMONED and required to answer the complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer to the said complaint on the subscriber at his office, 1225 South Church, Greenville, South Carolina, 29605, within thirty (30) days after service thereof exclusive of the day of such service, and if you fail to answer the complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

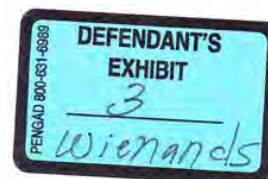
Hawkins & Jedziniak, LLC

s/ Joshua T. Hawkins
 Joshua T. Hawkins, S.C. Bar No. 78470
 Helena L. Jedziniak, S.C. Bar No. 100825
 1225 South Church Street
 Greenville, South Carolina 29605
 (864) 275-8142 (telephone)
 (864) 752-0911 (facsimile)
 josh@hjllesc.com
 helena@hjllesc.com

Greenville, South Carolina
 January 26, 2021

Attorneys for Plaintiff

1



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CASE NO. 2021-CP-23-
	)	
Christian Wienands, Charlotte Muxlow, and	)	
Gregory Muxlow,	)	COMPLAINT
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
Southwind Ranch, Ronald Hakala, and Ashley	)	
Black,	)	
	)	
Defendants.	)	

COME NOW, the plaintiffs, alleging and complaining of the defendants as follows:

PARTIES, JURISDICTION, AND VENUE

1. Christian Wienands is a resident of Greenville County, South Carolina.
2. Charlotte Muxlow is a resident of Greenville County, South Carolina.
3. Gregory Muxlow is a citizen and resident of Greenville County, South Carolina.
4. Southwind Ranch is a company with its principal place of business in Greenville County, South Carolina.
5. Upon information and belief, Ronald Hakala is a citizen and resident of Greenville County.
6. Upon information and belief, Ashley Black is a citizen and resident of Greenville County.
7. The majority of the events giving rise to this action occurred in Greenville County, South Carolina.
8. Jurisdiction and venue are proper for the foregoing reasons.
9. Damages are significant and may exceed \$25,000.00.

FACTUAL BACKGROUND

10. The plaintiffs incorporate the foregoing paragraphs as if repeated here, verbatim.
11. Southwind Ranch is a venue located in Travelers Rest and available for hire for private events, including weddings. Upon information and belief, Ronald Hakala owns and operates Southwind Ranch and has the final say in decisions made in operation of that business, from which he profits.
12. On or about August 29, 2019, Charlotte Muxlow and Gregory Muxlow visited Southwind Ranch to see if the venue would be an appropriate location for their wedding. Christian Wienands, Charlotte Muxlow's father, accompanied the couple as they toured the venue.
13. After touring the venue and discussing their planned event with Southwind Ranch staff, the plaintiffs relied on statements and assurances made by the defendants, and booked the venue for a wedding date. The plaintiffs secured this booking by paying a deposit for an agreed upon amount. The deposit was paid by a check issued by Christian Wienands (Exhibit A).
14. In addition to the fees required for the venue, the plaintiffs agreed to pay additional fees to Ashley Black in exchange for assistance in coordinating and planning their wedding.
15. In early 2020, severe acute respiratory syndrome Coronavirus 2 (SARS-CoV-2) spread throughout the world, causing millions of people to develop COVID-19. In March 2020, the World Health Organization declared the spread of the virus as a pandemic. National and local governments around the world began to implement restrictions, including travel restrictions, to slow the spread of the virus. Many of those restrictions remain in place at the time of this filing.
16. On July 29, 2020, Charlotte Muxlow and Gregory Muxlow spoke with Black via telephone about the possibility of postponing their wedding due to the ongoing pandemic. Specifically,

the couple informed Black that Charlotte Muxlow is originally from Germany and that travel restrictions made it impossible for her family to travel from Germany to South Carolina. Black told Charlotte Muxlow and Gregory Muxlow that the defendants would allow the plaintiffs to move their wedding to a new date and assured them that there were many dates available from which they could choose.

17. The plaintiffs, relying upon Black's assurances, decided to postpone their wedding and reschedule for a date when large gatherings and travel would be safe. The plaintiffs confirmed with the defendants that they would be allowed to reschedule and that there were many potential dates available. The defendants told the plaintiffs that they would reach out to provide them with potential dates.
18. For at least the following twelve days, the plaintiffs continued to contact the defendants to ask about other available dates. As the days passed, the plaintiffs became increasingly concerned that other clients would book available dates and that they would be unable to reschedule their wedding. During this time, the plaintiffs received very limited responses from the defendants, who did not provide them with available dates as they previously stated they would.
19. Unbeknownst to the plaintiffs, Black did not work on rescheduling the Muxlow's' wedding after their conversation on July 29, despite the fact that the plaintiffs paid Black a significant sum of money for Black's services in planning and coordinating the wedding. Black later admitted to the plaintiffs that she knew Hakala was frequently showing the property to other prospective clients and that many of the available dates were being booked during this time.
20. When the defendants finally responded to the plaintiffs' requests for additional dates, they provided very few possible dates, as most all of the available dates had been booked since the plaintiffs' July 29 conversation with the defendants. Additionally, Hakala unilaterally

increased the price of the venue, either to profit from the pandemic or out of greed, which meant the plaintiffs would have to pay several thousand dollars in addition to the previously paid price.

21. On September 26, 2020, the plaintiffs informed the defendants of the plaintiffs' concerns which had developed since the July 29 conversation. Specifically, the plaintiffs told the defendants that they repeatedly attempted to contact the defendants to reschedule their wedding, and that they became increasingly concerned that they would be unable to reschedule due to the delay. The plaintiffs expressed their disappointment in the defendants' failure to communicate with the plaintiffs after the defendants assured the plaintiffs they could reschedule the wedding. The plaintiffs also expressed their alarm at the defendants' sudden increase in price. As a result of the defendants' conduct, the plaintiffs requested that the wedding be cancelled rather than rescheduled and that they receive a refund for the amount paid to the defendants.
22. The defendants refused to return any of the plaintiffs' money, even though the plaintiffs were unable to reschedule because of the defendants' failure to communicate and even though the defendants did not provide any of the agreed-upon services. The defendants' rejection of the plaintiffs' efforts to avoid litigation constitutes bad faith and unfair trade practices, as the defendants refused to refund the plaintiff's money, even though the defendants failed to provide any services in exchange for that money.
23. The defendants acted unfairly and dishonestly in the pursuit of unreasonable financial gain. The defendants did not provide some or all services in exchange for the money paid by the plaintiffs. Additionally, the defendants may have used the plaintiffs' original wedding date to host another event or otherwise profit, resulting in a double recovery.
24. As a direct and proximate result of the defendants' actions the plaintiffs have sustained

significant damages.

25. Upon information and belief, each individual defendant's homeowner's insurance carrier has a duty to provide a defense for each insured defendant. Refusal by a homeowner's insurance carrier to provide a defense may result in some or all defendants being able to sue homeowner's insurance carriers for bad faith.
26. The plaintiffs are therefore informed and believe that they are entitled to judgment against the defendants.

FOR A FIRST CAUSE OF ACTION
(Common Law Negligence and Recklessness)

27. The plaintiffs incorporate the foregoing paragraphs as if repeated here, verbatim.
28. Each defendant owed certain duties to the plaintiffs, including, but not limited to, duties to:
 - a. provide agreed-upon services in exchange for the plaintiff's payment;
 - b. monitor scheduled events for any reasonably foreseeable issues with providing agreed-upon services;
 - c. inform customers such as the plaintiffs of any reasonably foreseeable issues with providing agreed-upon services;
 - d. refund payment when unable to provide agreed-upon services;
 - e. avoid retaining funds in bad faith;
 - f. avoid misleading customers;
 - g. communicate with customers;
 - h. avoid forcing customers to file lawsuits where the defendants have acted tortuously;
 - i. take into account circumstances out of the plaintiffs' control like a global pandemic which make it impossible for the plaintiffs to proceed as planned; and
 - j. such other duties as will be shown through discovery and at trial.

29. Breaches of these duties constitute negligence, and in some cases, recklessness.
30. Each defendant negligently and recklessly breached one or more duties to the plaintiffs in some or all of, but not limited to, the following ways:
- a. failing to provide the agreed-upon services;
 - b. failing to monitor scheduled events for any reasonably foreseeable issues with providing agreed-upon services;
 - c. failing to communicate with customers such as the plaintiffs;
 - d. refusing to return money to the plaintiffs for services that were not rendered;
 - e. retaining funds in bad faith;
 - f. unnecessarily causing the plaintiffs additional stress during an already stressful time;
 - g. using a global pandemic to unilaterally increase prices in bad faith;
 - h. misleading customers such as the plaintiffs; and
 - i. in such other ways as will be shown through discovery and at trial.
31. As a direct and proximate result of the defendants' breaches, the plaintiffs have been damaged.
32. The plaintiffs are therefore informed and believe they are entitled to judgment against the defendants for actual and punitive damages.

FOR A SECOND CAUSE OF ACTION
(Unfair Trade Practices Act Violation)

33. The plaintiffs incorporate foregoing paragraphs as if repeated here, verbatim.
34. The defendants' actions concerning the plaintiffs were unfair, deceptive, and adverse to public interests. From at least March 2020, the defendants were aware that concerns regarding the COVID-19 pandemic led local and federal governments to implement restrictions, including limiting the number of individuals allowed to gather and prohibiting travel to or from certain regions. Despite being aware of the potential impact that COVID-19 would have on customers'

- planned events, the defendants refused to reasonably work with the plaintiffs and refused to refund money that the plaintiffs paid for services that the defendants failed to perform.
35. One or more defendants attempted to manufacture a self-serving record with emails. The defendant's statements would indicate the defendants would work with the plaintiffs while at the same time making it clear the defendants would unreasonably retain money for which the defendants did not render any service and that the defendants would unilaterally force the plaintiffs to pay more money the plaintiffs rescheduled the wedding.
36. The defendants' actions are capable of repetition. By the defendants' own admission, the defendants refused to issue any refunds in connection with events cancelled or rescheduled due to the pandemic, even though the defendants did not perform all agreed-upon services for those customers. The defendants retained deposits from the plaintiffs and other customers in bad faith.
37. As a direct and proximate result of the defendants' unfair trade practices and illegal acts, the plaintiffs have been damaged as set forth above. The plaintiffs have incurred damages in hours of labor, inconvenience, money paid for services that they did not receive, and in such other ways as will be shown through discovery and at trial.
38. The plaintiffs are entitled to relief pursuant to *South Carolina Code Ann.* §§ 39-5-10 through 39-5-180.
39. The plaintiffs are therefore informed and believe that they are entitled to judgment against the defendants for actual damages, punitive damages, multiple damages, costs, and reasonable attorney's fees.

FOR A THIRD CAUSE OF ACTION
(Breach of Contract Accompanied by Fraudulent Act)

40. The plaintiffs incorporate the foregoing paragraphs as if repeated here, verbatim.

41. The plaintiffs entered into binding contracts with each defendant wherein the defendants agreed to perform certain services in exchange for payment.
42. Each defendant breached the contract by failing to provide the agreed-upon services while also refusing to refund the money that the plaintiffs paid.
43. As a direct and proximate cause of each defendant's breach, the plaintiffs were damaged.
44. Each defendant had fraudulent intent when forming the contract with the plaintiffs. Each defendant made false representations about willingness to perform services for the plaintiffs in exchange for payment. Each defendant knew that it would not perform some of the agreed-upon services and that it would refuse to return payment if it failed to perform those services. The defendants nevertheless accepted payment for those services.
45. A fraudulent act accompanied a breach by each defendant. The defendants were dishonest in fact about the services that they agreed to provide and about the plaintiffs' ability to reschedule their wedding. The defendants were unfair in their dealings with the plaintiffs. Each defendant failed to perform the agreed-upon services and also refused to refund the money paid by the plaintiffs.
46. As a direct and proximate result of the defendants' breaches, fraudulent intent, and fraudulent acts, the plaintiffs have sustained damages.
47. The plaintiffs are therefore informed and believe that they are entitled to judgment against the defendants for actual and punitive damages.

FOR A FOURTH CAUSE OF ACTION
(Quantum Meruit)

48. The plaintiffs incorporate the foregoing paragraphs as if repeated here, verbatim.
49. The plaintiffs conferred a benefit on the defendants by paying them money.
50. The defendants realized the benefit conferred by the plaintiffs by accepting the plaintiffs'

money.

51. The defendants' retention of the plaintiffs' money without giving the plaintiffs the full value of that money is unjust under the circumstances. The defendants kept the plaintiffs' money without providing any services in exchange for that money. Additionally, the defendants may have used the plaintiffs' original wedding date to host another event or otherwise profit. By keeping the plaintiffs' money, the defendant not only received compensation for the date but may have profited twice.
52. The plaintiffs are therefore informed and believe that they are entitled to judgment against the defendants.

WHEREFORE, the plaintiffs request a jury trial and judgment against the defendants for actual damages, statutory damages, punitive damages, costs, and such other relief as the Court deems just and equitable.

Respectfully submitted,

Hawkins & Jedziniak, LLC

s/ Joshua T. Hawkins

Joshua T. Hawkins, S.C. Bar No. 78470
 Helena L. Jedziniak, S.C. Bar No. 100825
 1225 South Church Street
 Greenville, South Carolina 29605
 (864) 275-8142 (telephone)
 (864) 752-0911 (facsimile)
 josh@hjllesc.com
 helena@hjllesc.com

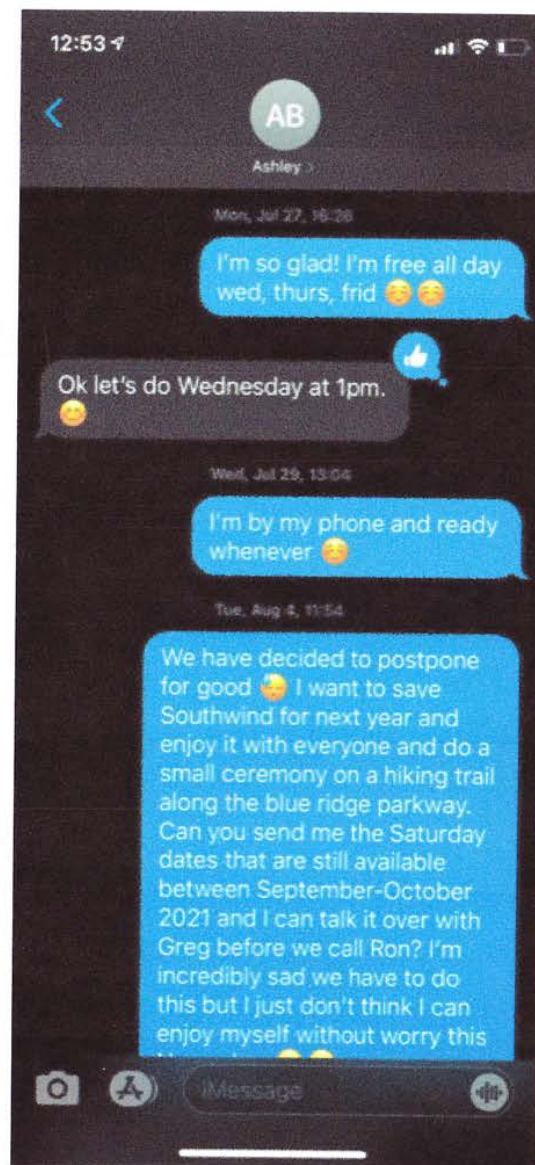
Greenville, South Carolina
 January 26, 2021

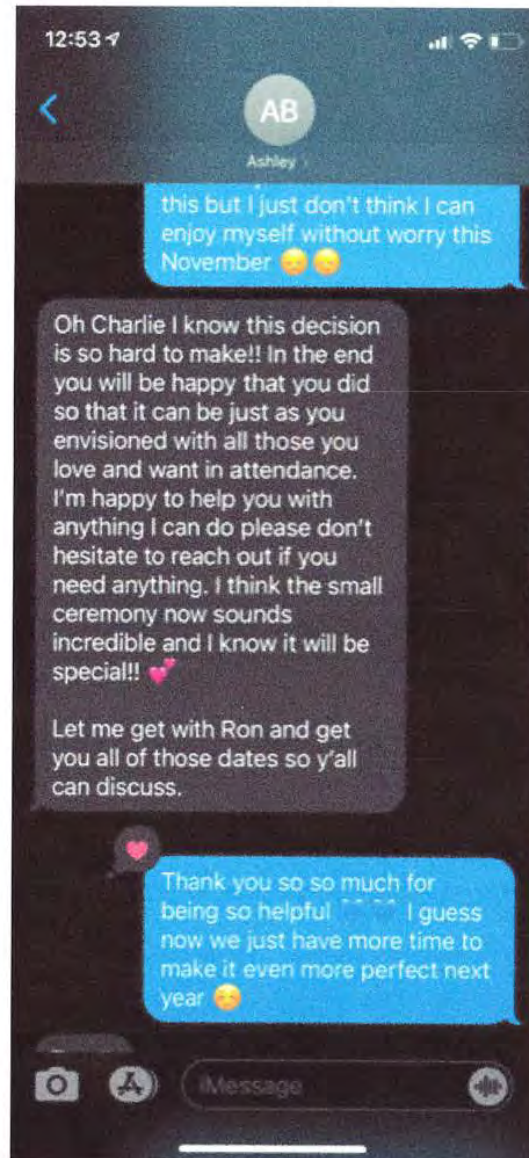
Attorneys for Plaintiff

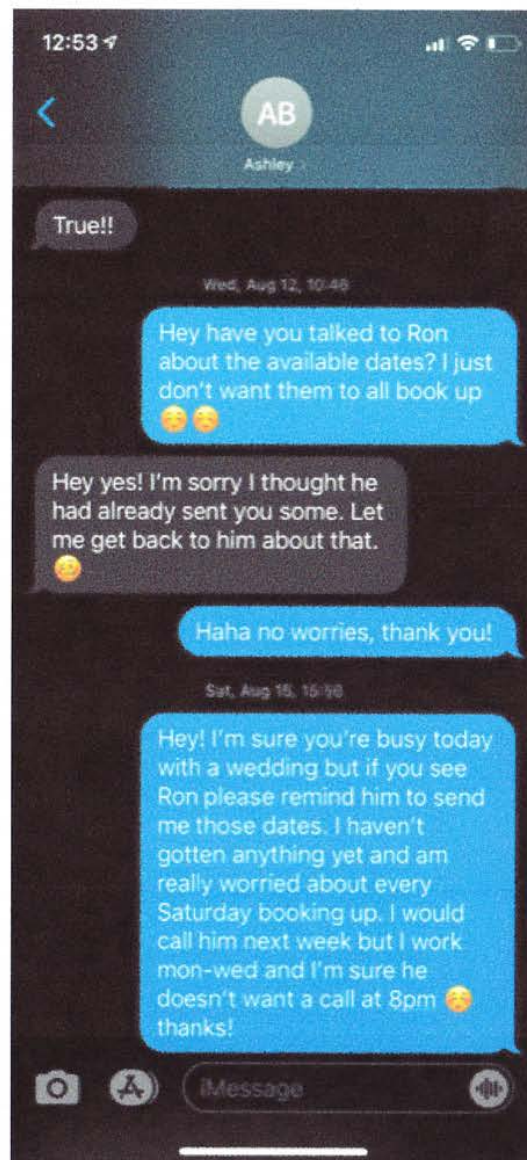
Pursuant to Rule 38, *SCRCP*, the plaintiff demands a trial by jury on all issues triable to a jury.

s/ Joshua T. Hawkins

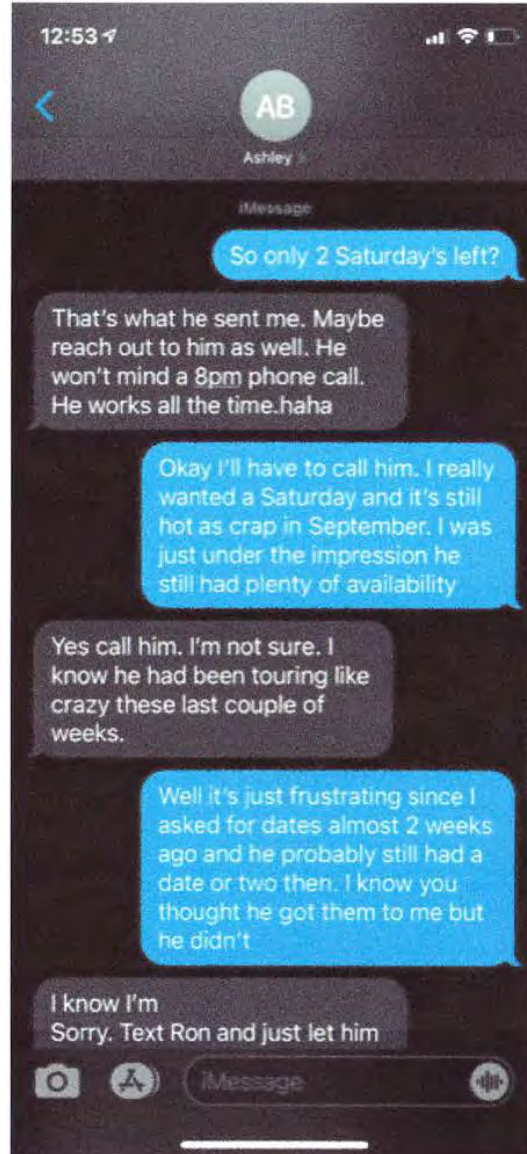
Joshua T. Hawkins

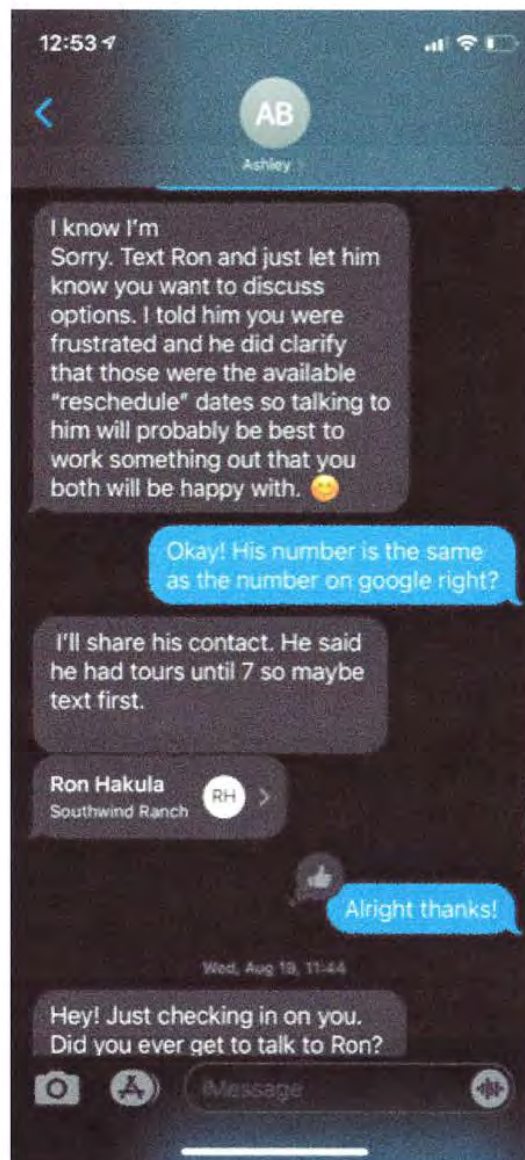




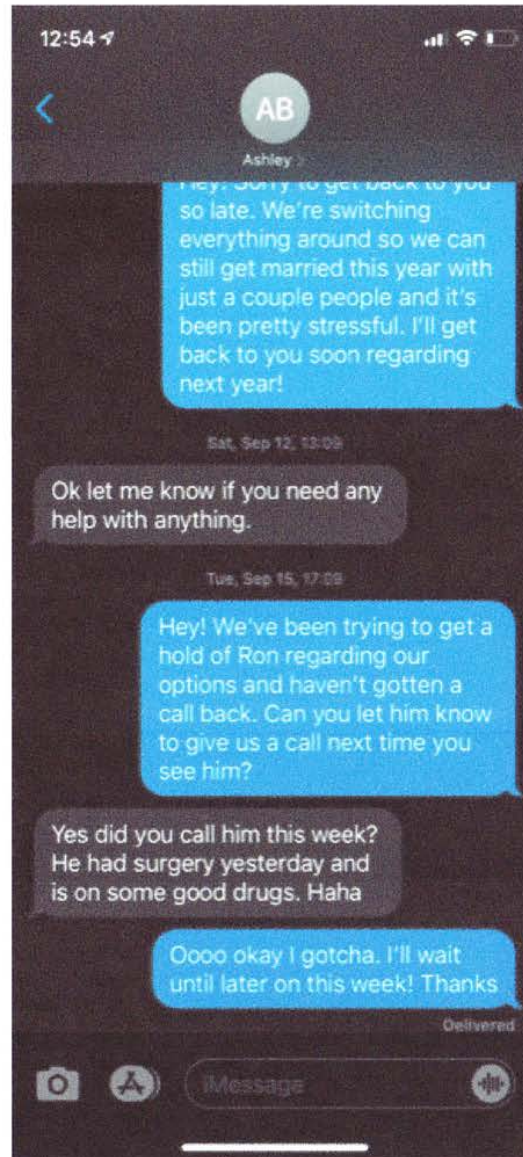


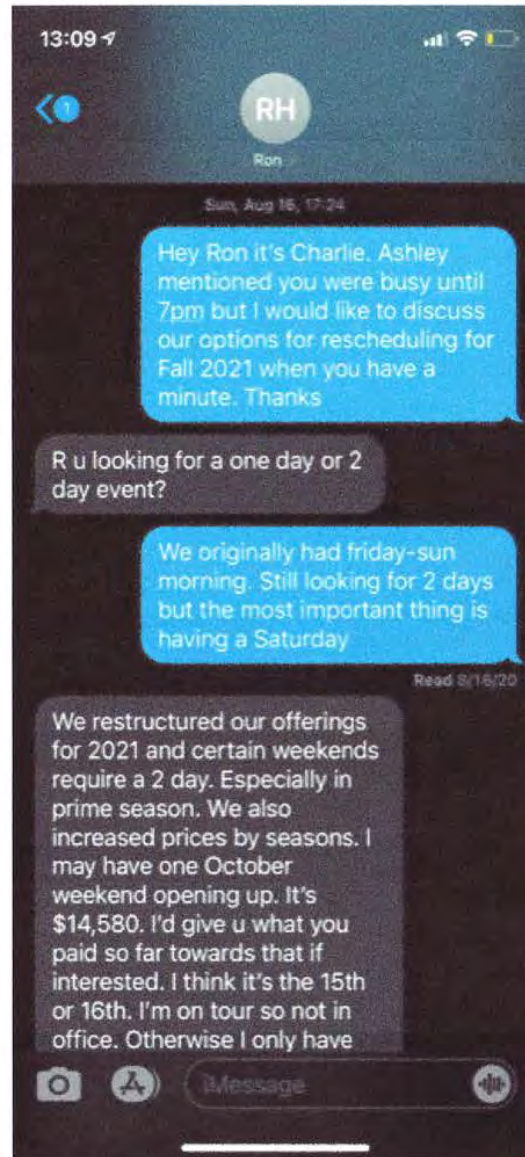














From: [Charlotte Wienands](#)
To: [Paralegal](#)
Subject: Fwd: Reschedule Dates Muxlow Wienands
Date: Friday, November 19, 2021 10:43:55 AM

Begin forwarded message:

From: Charlotte Wienands <charlotte.wienands@gmail.com>
Date: September 27, 2020 at 11:26:56 EDT
To: Josh Hawkins <josh@hjllcsc.com>
Cc: Greg Muxlow <gmux32@gmail.com>
Subject: Fwd: Reschedule Dates Muxlow Wienands

Oh good, already stating he has a legal team.

Begin forwarded message:

From: Ronald Hakala <ron@southwindranchtr.com>
Date: September 27, 2020 at 11:23:17 EDT
To: Charlotte Wienands <charlotte.wienands@gmail.com>
Subject: RE: Reschedule Dates Muxlow Wienands

I can't do that Charlie. We dealt through 14 other Brides/events that were impacted during March/April/May. Everyone had an emotion draining scenario. Our agreement states no refunds and we had to stick to that. We refunded no one. We'd have gone out of business if we refunded! We worked something out with each of them. Some got married on their date with a small gathering and booked a party in 2021. Some went ahead with who they could. We did one yesterday for 22 guests. It was originally 150. You could just schedule a party, a family reunion, something to utilize your credit. I'll work with you if you just pick a date. I have 3 other partners and a solid legal and accounting team. It's a terrible emotional frustrating time for so many Brides. I have to be consistent in operating the business. Please try to figure out something. A holiday party; a business outing; something!

Respectfully,

Ron

-----Original Message-----



From: Charlotte Wienands <charlotte.wienands@gmail.com>
Sent: Sunday, September 27, 2020 11:06 AM
To: Ronald Hakala <ron@southwindranchtr.com>
Cc: Greg Muxlow <gmux32@gmail.com>; Ashley Black
<ashley@southwindranchtr.com>
Subject: Re: Reschedule Dates Muxlow Wienands

Ron,

A November wedding is impossible for us as my entire family is international and unable to attend. Honestly after everything that happened we do not want to move forward with scheduling another date with a strained relationship and would just like our deposit back.

Thanks,
Charlie

On Sep 26, 2020, at 12:52, Ronald Hakala
<ron@southwindranchtr.com> wrote:

Hey Charlie & Greg,

I had you down as cancelling your Nov 7 date and looking at other dates in 2021. What I was referring to was that weekends in 2021 had increased in price. They are actually \$14,580 now. The virus issue has not slowed down the wedding business in the past several weeks. A November 2020 wedding is definitely doable. I was hoping to re-sell your date, which I have not been able to. You have a \$4,475 credit. We lost out on your November date. We have not issued a single refund even to those that were impacted with the virus back in April/May. I will work with you. Just pick a date in 2021. From the business side we lost out on the full \$8950 you had book in November, so the math is if I gave you a 2021 date and a \$14,580 value, I would have in total given you \$23,530 worth of dates, of which I may collect \$8950 from you, so I'd be out \$14,580. On the emotional side I like you and Greg a lot and want to help you. Pick a date in 2021 and I'll see what I can do. I have an August weekend and a September weekend along with one in December. Possibly select a Sunday and stay over into Monday. I may have a Thursday / Friday we could do.

Let's try and work something out!

Ron

-----Original Message-----

From: Charlotte Wienands
<charlotte.wienands@gmail.com>

Sent: Saturday, September 26, 2020 10:04 AM

To: Ronald Hakala <ron@southwindranchtr.com>

Cc: Greg Muxlow <gmux32@gmail.com>

Subject: Reschedule Dates Muxlow Wienands

Hey Ron,

Greg and I have discussed at length our options for rescheduling our wedding that was supposed to be 11/07/20.

Initially, we called Ashley to be proactive and mitigate inconvenience and extra expense as much as possible.

I did this soon after it became apparent that Covid-related delays were inevitable.

Ashely told me that it would be easy to reschedule and there were plenty of Saturday availability remaining in fall of 2021. We paid extra money for Ashley's services of assistance during the planning process.

We realized the wedding was going to be delayed, even though that is not what we bargained for and not what we wanted. I asked Ashley about the available dates she told us about.

Ashley did not send those dates to us for the next 12 days, which is strange because she knew dates were filling up and she knew we already paid a lot of money for her services and for the venue. She told me directly that you were going to send the dates but I never received anything from you.

To make matters worse, you then texted me that you were going to unilaterally increase your price, even though we already paid you and even though the wedding was delayed against our wishes and due to factors beyond our control.

We have gone over our budget repeatedly, and this venue was already expensive. We can't budget an extra \$5,000 for next year, and we shouldn't have to since we have paid the agreed-upon price and kept up our end of the bargain all along the way. We were forced to reschedule in the first place because my entire family can't travel in to the US during the pandemic.

We have called you twice to talk about this with no response, and we feel at this point that we have not been treated fairly as paying customers. We would like to ask for our deposit back and not schedule another wedding for next year.

I sincerely hope we can amicably part ways without any further headache to either of us. Please let me know when we can pick up a check within the next ten (10) days, and if you have any questions, please do not hesitate to contact me.

Thank you.

Charlie and Greg

South Wind Ranch, LLC RENTAL AGREEMENT

This agreement for the usage & rental of South Wind Ranch Wedding & Event Venue (the "Venue") is made today, the 29th day of August 2019 by and between South Wind Ranch, LLC and **Charlie Wienands and Greg Muxlow** ("Renter"). The Renter desires to temporarily rent, occupy, and make use of the Venue located at 330 Bates Crossing Rd, Travelers Rest, SC 29690 and is known as South Wind Ranch Wedding & Event Venue on the **November 6 & 7, 2020**.

The Renter's event: Weekend Wedding Package. Event Date: November 6 & 7, 2020

The Venue and the Renter agree to the following terms and conditions: **Rental Fee: \$ 8950**

Initial Deposit: **\$4475** Pd 8/30/19
Payment Terms & Dates – Check, Cash, or Paypal

- **Balance \$4475 due October 6, 2020**

Payments payable to: South Wind Ranch

Refundable Security Deposit: \$500 Due 30 days prior to Event

Venue Description of Services for this event: **Weekend Wedding Package**

- Usage of SWR 3 BR Guest/Bridal Suite from Friday, November 6, 2020 at 10:00am to Sunday morning, November 8, 2020 at 10:00am (**Bonus! Honeymoon Suite Saturday November 7, 2020**)
- Friday Rehearsal & Friday Bonfire Rehearsal Pavilion for Rehearsal Dinner (Food Not Included, but does include a Smores' Bar)
- Access to Ranch Activities (Includes Disk Golf, Fishing, Disk, Cornhole, Ping Pong, Horseshoes,)
- Chapel Service on the Lake & Celebration Barn
- \$100 Voucher Towards South Wind Ranch Wedding Coordinator
- Tables & Chairs (175) - includes Set Up & Tear Down
- Use of all SWR decorations and props
- Preferred Vendors – top quality choices in every category to meet your expectations and budget (Outside Vendors OK with Venue approval)
- Parking attendants with Golf Cart transportation services during rental period - Photo Shoot access

All deposits are non-refundable (except Security Deposit) & any balance due must be paid 30 days prior to the scheduled event or the event may not be held. Renter's signature represents the above terms and commitments as well as knowledge that they understand all Regulations & Venue Guidelines associated with the Venue rental. A copy of Regulations & Venue Guidelines was received.

Renter's Representative: Christian Wienands (please print)

Signature C. Wienands Date: 8-30-19

South Wind Ranch, 330 Bates Crossing Road, Travelers Rest, SC 29690

864.385.4101

.wienands
Email: charlotte.wienands@gmail.com

Address: 309 Viola St., Greenville SC 29601

Exhibit B - 5 pages

From:**Ashley Black**

South Wind Ranch Weddings & Events

Planning

8646088021

piperlaurenclay@gmail.com



Bill To:	Charlie Wienands
	charlotte.wienands@gmail.com
Project:	Charlie & Greg
Type	Wedding
Date	Nov 06, 2020 - Nov 08, 2020
Time	12:00 pm - 10:00 am
Location	South Wind Ranch

CHARLIE & GREG PROPOSAL

Version 1

PROPOSAL

Complete Planning**

QTY	UNIT	PRICE	TAX	TOTAL
	item	\$2,200.00		\$2,200.00

QTY UNIT PRICE TAX TOTAL

This is the all inclusive package - wedding planning from top to bottom. I will start planning with you from the day we meet until you exit your dream wedding. This includes all venue tours, vendor meetings and negotiations, event design, invitations, timeline etc. - every single detail. I will be available to brainstorm at all times and make your day everything that you imagined. Late night clean/pack up. This package also includes day of coordination services. Starts at \$2200 **

Full wedding planning services

- Pre-wedding consultation
- Budget management
- Vendor recommendations & bookings. You'll receive a list of the vendor I recommend as well as help with contacting and booking them
- Communication & payment management. There will be a structured payment plan that will be communicated.
- Create a design and inspiration board to ensure your vision is achieved.
- Attend all meetings with other vendors/services providers
- Detailed day of timeline management
- Rehearsal coordination.
- Day of coordination
- Unlimited email & phone consultations

Additional Services can be discussed and quoted after the initial consultation.
More Elaborate Decor, Invitations & Calligraphy, Bridal Party Favors, Guest Favors, Wedding Errands, & Much More!

**South Wind Ranch Incentive Can Be Applied

Subtotal:	\$2,200.00
Discount:	-\$200.00
Total Amount:	\$2,000.00

PAYMENT PLAN

1. \$1,000.00	Dec 15, 2019	#78433-000048	PAID # 78433-000048 (<i>Manual</i>)
2. \$1,000.00	Oct 6, 2020	#78433-000049	UNPAID

Total Amount: **\$2,000.00**

CONTRACT

This agreement made on Dec 16, 2019, between Charlie Wienands [Referred to as client], and Vendor [Referred to as consultant] for Charlie & Greg Proposal on Nov 6, 2020 at _____.

Retainer

An initial retainer of \$1,000.00 of total cost \$2,000.00 and a signed contract must be secured prior to any services being performed by Consultant.

Contracted package

Includes all services described in selected package details reviewed and distributed to clients. Any additional services/products requested by the client incurred by consultant will be billed directly to client at cost. All services contracted cannot be deducted, but additional services can be added.

Expiration

Current event date is valid 1-week post origination date to secure services.

Provided Documentation

All documentation created and provided to client is owned and copy written by Consultant and cannot be used or given to any other 3rd party.

Attire

All associates of Consultant will wear proper attire, brown or black dresses or suits, day of event.

Day of Management/Consultant – Will be a Lead Associate and team member of Consultant who will be present and manage day of activities.

Liability

It is understood that Consultant is only liable for services completed and provided by Consultant and cannot be held liable for the services of other contracted vendors. It is understood that in no event shall Consultant be liable for consequential damages of any kind.

Cancellation Policy

If event is canceled, no portion of the fees paid to Consultant will be returned. If event is canceled less than 6 months before date, 2nd payment will be required to compensate for hours of service already rendered and loss of event date. If the event is postponed, services contracted can be applied to a new date if available (refer to Postponement Policy).

Postponement Policy

If event is postponed, all services will cease at time of notification of postponement if no determined new date is provided. Payment schedule will be determined and readjusted post new event date notification. If client requires services to resume, post new event date being established, second payment will be required at time of service re-start.

Responsibility

Consultant is not responsible for Acts Of God, Natural Disasters, an Act Of Government such as A Declaration of National or Local Emergency, or Other Incidents Not within the control of the consultant, i.e. accident, death in the family, illness, pregnancy, or sudden tragic circumstance. In such a situation, consultant will obtain, upon approval of the client, a qualified professional replacement to fulfill consultant's obligations under the contract, at no additional charge to the client.

Overtime

Additional unplanned and/or un-contracted services (such as, but not limited to, full redo of design, day of wedding extension of time, services outside of scope of agreement, management of non wedding day activities, etc) are considered overtime and will be billed with prior notification and consent at the rate of \$130 per hour.

Costs

any purchased items on behalf of client for day of event or prior will be billed directly to client at cost of goods and mileage at \$.52 per mile if extensive travel (beyond 25 miles) is required to be acquired.

Contracted Vendor and Payments

Any rentals and/or subcontracted vendors contracted on behalf of client will be paid in full to Consultant directly at requested deadline. Proper notice will be provided per cost.

Damage or Loss of Accessories

Client agrees to exercise all due care in caring for, and preserving the property of Consultant. Clients shall remain responsible for all loss or damage to rentals, up to and including actual replacement value for each missing or damaged item per cost.

Payment Schedule and Method

For your convenience, payments can be made online via HoneyBook.com using a valid credit card. Otherwise, payment is to be made by cash, check, Square or PayPal. Note: Paypal incurs an additional 3% charge by PayPal that may be charged directly to client.

50% initial retainer due upon completion of the signed agreement for services. Remaining balance is due as indicated in the schedule below:

Attorney

If legal action is necessary to enforce the terms of this contract the prevailing party shall be entitled to reasonable attorney fees in addition to any other remedies to which that party might be legally entitled.

Appropriate Conduct/ Safe Working Environment:**{Wedding}**

The Client(s) expressly agree(s) to take best efforts to provide [Vendor] and Vendor's staff with safe and appropriate working conditions. In the event of circumstances deemed by either [Vendor] or a bystander to present a threat or implied threat of injury or harm to [Vendor] staff or equipment, the [Vendor] reserves the right to cancel all services remaining under this Agreement and leave the event. At the [Vendor]'s discretion, the [Vendor] may enact a three-strike policy. After the first offense, the [Vendor] will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), [Vendor] shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the [Vendor] will immediately leave the event. If the [Vendor] leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold [Vendor] harmless as a result of incomplete event coverage, or for a lapse in the quality of the [Vendor's] work, and the Client(s) shall be responsible for payment in full.

{Non Event}

The Client(s) expressly agree(s) to take best efforts to provide [Vendor] and Vendor's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to [Vendor] staff, [Vendor] will make reasonable efforts to notify the Client(s). If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time, [Vendor] shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client(s) will agree to relieve and hold [Vendor] harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the [Vendor's] work. The Client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether [Vendor] resumes work detailed in this Agreement.

The undersigned have read this contract, understand its terms, and agree to be bound thereby. Any additions, deletions, or revisions must be made in writing and approved by all responsible parties. The parties agree that this contract is the complete and exclusive statement of the mutual understanding of the parties.

Ashley Black

Dec 19, 2019

Charlie Wienands

Dec 18, 2019

piperlaurenclay@gmail.com | 8646088021 | 7 Valley Fall Ct, Greer, SC 29650

From: Josh Hawkins
Sent: Thursday, June 3, 2021 11:50 AM
To: lverdinlc@sccourts.org; Jay Anthony; Helena Jedziniak; Paralegal; Assistant; Ethan Jedziniak
Subject: Wienands v. South Wind Ranch motions to dismiss and limit discovery

Follow Up Flag: Follow up

Flag Status: Flagged

To the Court:

We appeared before Judge Verdin on several motions, including the defendants' motions to dismiss and limit discovery. We do not wish to inundate the Court, but I wanted to get these cites to Judge Verdin's clerk, because it is our position that these cases show that a motion to dismiss should not be granted, at least as to the SCUTPA claim and the claim for breach of contract accompanied by fraudulent act.

SCUTPA claim

Wright v. Craft, 640 S.E.2d 486 (Ct. App. 2006) addressed a SCUTPA claim related to the sale of a car. That case, like our case, involved a contract. The Court of Appeals held JNOV was not proper after a verdict was rendered. The Court is looking at a motion to dismiss and not a motion for JNOV, but it is our position that since we pled all elements of the cause of action, pled facts to support the cause of action, and did everything in compliance with the Appellate Court's analysis of the SCUTPA in Wright, the defendant's motion to dismiss should be denied. The Appellate Court also, I think, upheld the trebling of damages in that case, so it is our positions that this shows discovery should not be limited in our case since trebling of damages would put us well beyond \$25,000 if we prevail.

Breach of Contract Accompanied by Fraudulent Act claim

Wright v. Public Savings Life Insurance (204 S.E.2d 57 (1974) addressed a breach of contract. The plaintiff alleged breach of contract accompanied by fraudulent act against an insurer. The Supreme Court noted that "This Court has consistently adhered to the rule that the breach of a contract, committed with fraudulent intent, and accompanied by a fraudulent act, or acts, will entail liability for punitive as well as actual damages." South Carolina Law Quarterly, Vol. 10, No. 3 (1958), pp. 444-484, [*West v. Service Life and Health Insurance Co.*, 220 S.C. 198, 66 S.E. \(2d\) 816](#); [*Blackmon v. United Insurance Co.*, 233 S.C. 424, 105 S.E. \(2d\) 521](#); [*Corley v. Coastal States Life Insurance Co.*, 244 S.C. 1, 135 S.E. \(2d\) 316](#).

Since we pled fraudulent acts, both in the inducement of the contract, and accompanying the contract between its inducement and the breach, it is our position that the Supreme Court's ruling in Wright requires denial of the defendants' motions to dismiss and to limit discovery.

As to the types of fraud we pled in the complaint, the Supreme Court held "... Fraud assumes so many hues and forms, that courts are compelled to content themselves with comparatively few general rules for its discovery and defeat, and allow the facts and circumstances peculiar to each case to bear heavily upon the conscience and judgment of the court or jury in determining its presence or absence.'" Sullivan v. Calhoun, 108 S.E.2d 189 (1921)

Again, we apologize for sending this case law after the hearing. I wanted to make sure this authority was submitted, though. If the Court needs anything further from us, of course we will proceed as instructed.

Sincerely,



Joshua T. Hawkins

Partner • Hawkins & Jedziniak, LLC

☎ Office (864) 275-8142 | Fax (864) 752-0911

✉ josh@hjlsc.com

📍 1225 South Church Street | Greenville, SC 29605

🌐 www.hawkinsandjedziniak.com

From: Josh Hawkins
Sent: Friday, May 6, 2022 4:55 PM
To: Julianna Wolfla; cmaddoxlc@sccourts.org
Cc: Jay Anthony; Heather Varn; Paralegal; Helena Jedziniak
Subject: Re: Christian Wienands, et al vs. Southwind Ranch, et al 2021-CP-23-00416
Attachments: Black, Ashley 01-12-22 cond&WI.pdf; Hakala 30(b)(6), Ronald 01-12-22 cond&WI.pdf; client verification_Christian .pdf; image10.png; image8.png; image4.png

Follow Up Flag: Follow up
Flag Status: Flagged

All, please find attached documents which we may reference during the hearing:

1. Verification of the complaint. We are filing this with the Court so that it is on file for Monday's hearing.
2. Ron Hakala Deposition
3. Ashley Black Deposition.
4. Screenshots of text messages

These documents are submitted to rebut the defendants' summary judgment motion. We have submitted entire transcripts, but will point to specific portions if necessary. We will also file a response with the exhibits attached so they are on file with the Court. Please let us know if the Court needs anything further from us.

Sincerely,



From: Julianna Wolfla <jwolfla@anthonylawsc.com>
Date: Friday, May 6, 2022 at 9:06 AM
To: "cmaddoxlc@sccourts.org" <cmaddoxlc@sccourts.org>
Cc: Jay Anthony <JAnthony@anthonylawsc.com>, Heather Varn <Heather@anthonylawsc.com>, Josh Hawkins <josh@hjllcsc.com>, Paralegal <monica@hjllcsc.com>
Subject: Christian Wienands, et al vs. Southwind Ranch, et al 2021-CP-23-00416

Good morning,

Attached is a brief and supporting affidavits relating to the 9:30 hearing before Judge Maddox on Monday. The documents have also been e-filed, but Mr. Anthony wanted to pass them along directly as well. All counsel of record are copied on this e-mail.

Please let me know if you have any problems viewing the attached.

Thank you,

Julianna Wolfla, Paralegal
Anthony Law, LLC
650 E. Washington Street
Greenville, SC 29601
(864) 301-8141
jwolfla@anthonylawsc.com



WITNESS: ASHLEY BLACK

DATE: January 12, 2022

TIME: 4:44 p.m.

LOCATION: Anthony Law, LLC
650 East Washington Street
Greenville, South Carolina

REPORTED BY: Rachel H. Wood, Court Reporter

Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

Deposition of Ashley Black

2 1 APPEARANCES: 2 3 JOSHUA T. HAWKINS, Esquire 4 Hawkins & Jedziniak, LLC 5 1225 South Church Street 6 Greenville, South Carolina 29605 7 (864) 275-8142 8 (josh@hjllcsc.com) 9 Attorney for the Plaintiffs, 10 11 K. JAY ANTHONY, Esquire 12 Anthony Law, LLC 13 650 East Washington Street 14 Greenville, South Carolina 29601 15 (864) 301-8141 16 (Janthony@anthonylawsc.com) 17 Attorney for the Defendants. 18 19 ALSO ATTENDING: Ronald Hakala, 20 Via Zoom Charlotte Muxlow, 21 Gregory Muxlow 22 23 24 25	4 1 STIPULATIONS: 2 It is agreed by and between the Counsel for the parties as 3 follows: 4 1. That this deposition is being taken pursuant to Rule 30 5 of the South Carolina Rules of Civil Procedure; 6 2. That the deponent reserves the right to read and sign 7 the deposition transcript. 8 ***** 9 ASHLEY BLACK, first being duly sworn, was examined and 10 testified as follows: 11 ***** 12 EXAMINATION BY MR. HAWKINS: 13 Q. Ashley. Is it all right if I call you Ashley? 14 A. Uh-huh. 15 Q. What's your date of birth? 16 A. 4/01/75. 17 Q. Where are you from? 18 A. Brownsville, Tennessee. 19 Q. Why did you move down here? 20 A. My husband took a job. 21 Q. What is your husband's name? 22 A. Claiborne Black. 23 Q. How long have you-all been married? 24 A. Twenty-three years. 25 Q. How long have you worked for Ron?
3 1 INDEX 2 3 Stipulations, Waiver and Oath..... 4 4 Examination by Mr. Hawkins..... 4 5 Certificate of Reporter..... 61 6 7 EXHIBITS 8 (None marked) 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 (THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL 25 IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)	5 1 A. Since December the 18th of -- three years now. 2 December the 18th of 2019. 3 Q. What's a workday like for you? 4 A. It involves lots of emails and phone calls, and dealing 5 with vendors, and dealing with brides, and phone calls 6 and emails. 7 Q. Do you have a -- 8 A. And meetings. 9 Q. -- do you have an office anywhere? 10 A. I have a home office. And then I work out of the ranch 11 a couple days of the weeks meeting customers and 12 clients. 13 Q. You don't wear a uniform or anything with a logo on it; 14 right? 15 A. Nope. I mean I have a hat and a sweatshirt that I can 16 wear if I wanted to. 17 Q. It says South Wind Ranch on it? 18 A. Uh-huh. 19 Q. How often do you wear that? 20 A. Very rarely. I don't particularly like them, so I 21 don't wear them. 22 Q. You don't have to have a name tag or anything? 23 A. No. 24 Q. Did you go to any college or university after school, 25 after high school?

Deposition of Ashley Black

6 1 A. Yes. 2 Q. Where did you go? 3 A. The University of Tennessee. 4 Q. The Vols? 5 A. Uh-huh. 6 Q. I'm a Gamecock myself, but. What did you major in at 7 Tennessee? 8 A. I was a liberal arts major at Tennessee, but I didn't 9 finish at Tennessee. 10 Q. Where did you finish? 11 A. Union University in Jackson, Tennessee. 12 Q. Okay. And then how long -- how much time transpired 13 between when you left there and when you moved to South 14 Carolina with your husband? 15 A. I married in 2000 -- I'm sorry. I married in 1998 and 16 we moved in 2009. 17 Q. And what was the reason for you-all moving again? 18 A. My husband took a job. 19 Q. What's his job? 20 A. He runs two cotton warehouses here in Greenville. 21 Q. Okay. All right. 22 A. Well, one now. It was two. 23 Q. All right. So tell me about your interaction with the 24 Muxlows. I guess then the Muxlow/Wienands group from 25 the first time you had an encounter with them until	8 1 was a postpone until the communi -- I got -- I got kind 2 of kicked out communication altogether. She started 3 emailing Ron and the next thing I know I get email 4 that's just showing that she's upset. She's mad. They 5 don't want to reschedule. They want their money back 6 and here we are. And I had no recollection of her 7 being that upset. So I enjoyed working with Charlie. 8 I thought she was a very nice person. I recall in July 9 of 2020 when all this talk -- Covid started ramping 10 back up. I think Charlie had had Covid. I was then 11 experiencing Covid. She was a nurse. She was telling 12 me kind of how to deal with it and what to do, what not 13 to do. We communicated like normal people. Maybe even 14 could one day be friends outside of just the normal 15 wedding planner/bride situation. And then we 16 communicated through the fall once they started making 17 decisions on what they were and weren't going to be 18 able to do with their wedding and then here we are. 19 Q. Okay. You were in here when I talked to Ron about the 20 July 21st, 2020 communications. Do you recall that 21 communication where you exchanged text messages with 22 Charlie and she expressed concern about the Covid-19 23 pandemic? 24 A. Yes. 25 Q. Okay. What did you do after that date to plan for a
7 1 you-all had a falling out. 2 A. I did not think that we had a falling out, but 3 apparently we did. So Charlie, and Greg, and I guess 4 Christian booked the venue. 5 Q. Uh-huh. 6 A. I was not a part of that tour or booking process. 7 After they booked and signed the contract, and I guess 8 paid the deposit, it was then turned over to me where I 9 reached out to Charlie and began the planning 10 conversations. We talked several times before she 11 initially decided to go with me as her planner, which 12 at the time I wasn't -- I was -- I was not the only 13 one. We had outside planners that were allowed in. 14 And Charlie would ask me questions and I guess in an 15 interview situation where she was trying to figure out 16 if I was going to be a best fit or not. She ended up 17 meeting me one afternoon out at the ranch. We went 18 over lots of things. We -- I remember there was a 19 couple other ladies in the room with us that worked at 20 the venue at the time and we had a nice conversation. 21 I think that was to my knowledge my only face-to-face 22 meeting with Charlie, but I had multiple texts, phone, 23 email conversations throughout the entire year of 2020, 24 including leading up the cancellation or the 25 postponement of the wedding. We thought at the time it	9 1 potential rescheduling? 2 A. The only thing I could is let Ron know that she was 3 concerned and that this is what she was thinking. 4 Q. Okay. 5 A. And that we are -- you know, at the time my fear was 6 that Covid was maybe going to ramp back up to where it 7 would cause more than just Charlie's wedding -- 8 Q. At that point -- 9 A. -- to be jeopardized, but hers ended up being the only 10 one at that point in time that didn't go through in the 11 fall of 2020. 12 Q. At that point after the July 21st, 2020, communication 13 did you or Ron make any efforts to look down the road 14 for new dates? 15 A. Yes, we did. 16 Q. Okay. What efforts did you make? 17 A. We looked at the calendar. We talked about what would 18 be available, what wasn't available. I mean I -- I 19 can't make decisions on that, but I communicated with 20 him that they were looking at a new date. They were 21 looking at possibly having -- wanting to get a new 22 date, because her parents or her family couldn't travel 23 from Germany. And I spoke to Charlie about the fact 24 that I would do my best to make him aware of it, and I 25 would do my best to help him realize, you know, the

Deposition of Ashley Black

10 1 severity of the situation, but at the end of the day, 2 the date, the pricing, every bit of that came from him. 3 Q. What evidence do you have to show that you and Ron made 4 efforts to look down the road for new dates after the 5 July 21st, 2020, conversation and before the next 6 conversation that took place a week later on July 27th? 7 A. The only evidence I would have is what you have, are 8 text messages. Charlie and I did talk on the phone 9 quite a bit -- 10 Q. Yeah. 11 A. -- so that can't be proven. There's no record of that 12 and it's been over a year so I can't recall verbatim 13 word for word, but we did have multiple conversations 14 on the phone. 15 Q. Okay. 16 A. So there may be no record of that and you're saying 17 that I didn't respond or reach out, that's not the 18 case. 19 Q. Yeah, I don't see any evidence in the record and I 20 haven't learned of any evidence from talking to Ron 21 just now that any information was provided to them in 22 that week, that July 21st to July 27th week despite 23 Charlie telling you, "Hey, there's a problem. There's 24 a pandemic -- 25 A. She didn't --	12 1 A. No, not for us. 2 Q. Okay. 3 A. Because we didn't have DHEC regulated kitchen. So 4 South Wind Ranch had no regulations. 5 Q. There weren't assembly restrictions for a period of 6 time? 7 A. Huh-uh. Not after that gathering band was lifting in I 8 guess May when we started having more than, you know, 9 50 person weddings again. 10 Q. Right. And so between -- it would have been a little 11 bit before March, but let's say January or February of 12 2020 and May there were some -- you are aware of some 13 restrictions in place that would -- 14 A. Yes. 15 Q. -- have prevented people from coming to a wedding? 16 A. Right. And we adhered to those. 17 Q. And so you knew that the implementation of mandates, 18 bands, and I guess assembly restrictions, you knew that 19 not only was that possible, but it was probable because 20 some had already been implemented; right? 21 A. You mean prior -- 22 Q. Since the beginning of the year? 23 A. Yes, exactly. I was worried there was going to be a 24 relapse of March and April of 2020. 25 Q. Okay.
11 1 Q. Well, let me finish and I'll give you as long as you 2 want to respond. And then she says, "Hey, there's an 3 issue. I'm worried about my family," or whatever. I 4 don't have any evidence that you-all were doing 5 anything to mitigate what was going to be -- I mean 6 what was an imminent problem. You know what was going 7 to be -- 8 A. It wasn't an imminent -- imminent problem at that 9 point. It was a consideration on her part. There was 10 no decision. So I made him aware of it. I made him 11 aware of it in general. Like, "Hey, this could be 12 another issue. We've got a travel band." 13 Q. Uh-huh. 14 A. And we are a destination wedding venue. We have a lot 15 of people that get married from the Greenville area, 16 but we have just as many people get married from out of 17 state, too. 18 Q. Uh-huh. 19 A. So we might need to think about this. What are we 20 going to do if this becomes an issue going further if 21 there are, you know, more domestic travel bands or the 22 limitation on gathering again? None of that happened. 23 It ended up only being an international travel band. 24 There were no restrictions. There were no -- 25 Q. Well, there were restrictions on numbers; right?	13 1 A. I was fearful of that, so we discussed that. We 2 discussed it on the phone. We discussed in a team 3 meeting. Do I have evidence written? No. 4 Q. So it looks like -- so it looks like at that point you 5 -- in July 21st of 2020 you were on notice that they 6 might need some new dates. And then by July 27th of 7 2020 you-all exchanged some more text messages. 8 A. What are those text messages? I mean I would like to 9 know what you're reading if you don't mind. 10 Q. I'm reading notes right now. 11 A. Right. Things that I gave, so can I -- 12 Q. No, you didn't give me these notes. 13 A. All right. 14 Q. I made these notes in my computer -- 15 A. Okay. 16 Q. -- while I was working diligently preparing for this 17 deposition. 18 A. Okay. 19 Q. It looks like to me, and you tell me if I'm wrong, that 20 you didn't make any effort to communicate with Ron 21 during that time because there's no evidence on July 22 27th of 2020 that you had done anything to communicate 23 with Ron about the impending pandemic and the problems 24 it was going to inevitably cause to Charlie? 25 A. You have no evidence that I didn't.

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14 1 Q. That's my point. There's no evidence of anything. 2 A. You have no evidence -- 3 Q. I wanted to know if you -- 4 A. -- that I did or didn't. 5 MR. ANTHONY: 6 I'm sorry. Ashley, try to let him finish his question 7 -- 8 THE WITNESS: 9 Okay. Gotcha. 10 MR. ANTHONY: 11 You're making life miserable for the court reporter. 12 THE WITNESS: 13 Okay. Sorry. I'm sorry. I don't mean to make life 14 miserable. 15 EXAMINATION RESUMED BY MR. HAWKINS: 16 Q. And I'm not trying to trick you. The way this works is 17 the court does everything based on evidence; right? 18 And so when I ask you -- what's going to be in front of 19 the court is what did you do to minimize and mitigate 20 the situation, what did we do to minimize and mitigate 21 the situation? And I know because Charlie does have 22 the screen shots that I can submit in response to a 23 Motion. I know that these texts were exchanged. 24 A. Uh-huh. 25 Q. And so if you find texts you can exchange them in	16 1 A. Yes. 2 Q. All right. If you have some proof, some text exchange 3 between you-all or emails, you can submit that -- 4 A. Okay. 5 Q. -- later on. 6 A. Otherwise it's your word against mine; right? 7 Q. No, I'm not a witness. I'm an attorney. 8 A. Their word against mine? 9 Q. Well, yeah -- 10 A. Okay. 11 Q. -- her text messages against your word, yeah. 12 A. Right. 13 Q. And so the next thing I have -- did you ever describe a 14 potential price increase? 15 A. I told her that there had been -- I knew that there was 16 going to be a rate increase in 2021. There had been a 17 rate increase in 2021. That I did not handle the 18 pricing. I wasn't aware of specific dates and their 19 prices, but that, yes, there had been a rate increase. 20 There was no rate increase for Charlie and Greg just 21 because they wanted to reschedule. The rate increase 22 was already in place. 23 Q. Okay. So July 21st, 2020, she reaches out. You don't 24 dispute you-all had a conversation. You dispute what 25 happened between you and Ron outside of the
15 1 response to a Motion, too. But I want to know today 2 while you're under oath can you give me evidence that 3 between July 21st and July 27th you communicated with 4 Ron about your conversation with Charlie on July 21st 5 where she described her concerns about the pandemic 6 preventing her wedding or doing something bad to her 7 wedding? 8 A. I can only tell you that I picked up the phone and I 9 called Ron and I had a discussion. 10 Q. Okay. 11 A. So did I record that call? No. 12 Q. And did you send dates on July 27th from your calendar 13 to Charlie or Gregory? 14 A. I don't recall sending dates. I -- maybe not from my 15 calendar. Maybe dates that he gave me, but I don't 16 have a record of me sending her dates either, so. 17 Q. Okay. What about July 29th of 2020, it looks like 18 Charlie again put you on notice, so I guess this will 19 be the third time of her concerns about problems 20 related to the pandemic? And then she said -- I guess 21 you finally got with Ron at that point. 22 A. No, I had gotten with Ron in the beginning. 23 Q. Okay. So you disagree with that you hadn't -- 24 A. I disagree. 25 Q. Okay.	17 1 conversation? 2 A. I'm not disputing anything. You have told me what 3 happened. 4 Q. You're not disputing that you did nothing to talk about 5 Ron about the -- 6 A. Yes, I am disputing that I did nothing. 7 Q. Okay. Right. And then July 27th, 2020, more text 8 messages. You agree with that? 9 A. Uh-huh. 10 Q. And then July 29th, 2020, the third time there were 11 text messages exchanged and then you tell Charlie there 12 could be a price increase or you mention a price 13 increase? 14 A. Can you read where I said that or are these in your 15 notes? 16 Q. No, I'm asking you. You sent the text message. I'm 17 asking you what you remember about them. 18 A. Yeah, I sent a text message reaching out to Charlie 19 saying, "Hey, I haven't heard from you in a while." I 20 communicate -- I started the conversation. I initiated 21 the conversation with, "Hey, there's been some -- a lot 22 of tours happening lately and I know that there's a 23 2021 price increase. Have you talked to Ron? Have 24 you-all made a decision on what you're going to do?" I 25 was going to bat for her. I was trying to be a

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18 1 representative on her behalf. 2 Q. Uh-huh. 3 A. And the phone conversations that Charlie and I had, 4 which I know there's no proof of, but I was trying to 5 talk to her about how to talk to Ron about the fact 6 that she wants her mom there and the fact that she's 7 got a significant amount of people coming from Germany 8 that she would like to have there. I was advocating 9 for Charlie the entire time. 10 Q. At what point did Charlie and Gregory or I guess 11 Christian or somebody pay you for your services? 12 A. I think it was back in January of 2020 they paid me a 13 deposit. 14 Q. They wrote a check to you or they wrote a check to Ron 15 and he then gave you the money? 16 A. They paid me via my HoneyBook website, which at the 17 time I had. Now, everything is solely through the 18 ranch. 19 Q. Okay. 20 A. Because at the time I wasn't mandatory -- 21 Q. Okay. 22 A. -- through the ranch. They had other opportunities, so 23 as my own person, I was my own coordinator vying for 24 the business, so they paid me through my HoneyBook. 25 It's a wedding website that we all use. There were a	20 1 necessary was to book her catering team, because those 2 teams book up the fastest, especially that time of 3 year. So I expressed to her kind of the order of 4 events I think we should go in as far as booking 5 vendors. And then I set out and started getting 6 quotes. 7 Q. How much money did she pay you total? 8 A. \$1,000. 9 Q. Do you feel you earned that \$1,000? 10 A. Yes, I do. 11 Q. How many hours did you spend working on Charlie's 12 wedding? 13 A. Oh, my gosh. I didn't keep an exact count, but over 14 the course of from January through I would say when I 15 guess communications stopped in September anywhere 16 from, you know, to 30 to 40, 50 hours total. 17 Q. Fifty hours just on Charlie's wedding? 18 A. Just -- just total, but, you know, the majority of my 19 time comes into play the weekend of. 20 Q. Uh-huh. 21 A. Yeah. 22 Q. Okay. Fifty hours. What -- what all -- so in 50 hours 23 what all did you do? 24 A. I told you what I was doing. I was helping her plan 25 her wedding.
19 1 lot of people on there she used. So they were issued 2 -- you know, we discussed what was going to happen. 3 They were issued a quote. They then signed off on it, 4 paid the deposit, and then they were issued a contract. 5 Q. Okay. 6 A. And that was strictly for me. It had nothing to do 7 with the ranch. 8 Q. So between -- and what were you supposed to do in 9 exchange for that money? 10 A. I was supposed to start helping them plan their wedding 11 which I did. I was -- I only received a retainer to 12 save the date. I didn't receive the full amount. 13 Q. Okay. 14 A. So I started working to help them plan their wedding. 15 The main we did is we sat down and we had a meeting 16 about what she wanted, what type of food, how they 17 wanted it served. You know how many guests. How they 18 want the table set, what kind of decor. We had a long 19 sit-own meeting. I think it was her and her -- maybe 20 best friend, maid of honor. And then I like I said the 21 two ladies that were working at the ranch at the time 22 that were kind of in training and learning the ropes a 23 little bit sat down with me. And the four of us had a 24 meeting in the bridal suite and from that point on I 25 went on and started to -- the first thing I deemed	21 1 Q. You must have sent -- 2 A. And I was back and forth -- 3 Q. -- hundreds of thousands of emails -- 4 A. -- I back and forth with -- well, I spent several hours 5 in a meeting with her. 6 Q. Okay. 7 A. Okay. Hold on. 8 Q. So the other 38 -- 9 A. Maybe it wasn't 50 hours. Okay. But I -- 10 Q. Okay. 11 A. -- but I spent a lot of time. I -- I earned the \$1,000 12 that I got paid from them. And just if I could state 13 on the record no one ever asked me for a refund. 14 Q. Okay. 15 A. No one ever asked me, "Hey, I feel like you only did 16 this much money's worth." 17 Q. Well, do you want to give them a refund? 18 A. I would have had she asked me and not be sitting in 19 this office right now. 20 Q. Okay. So now -- 21 A. I probably would have, because I liked Charlie. 22 Q. Okay. 23 A. But I didn't get the opportunity to say yes or no for 24 that. 25 Q. Okay. So it's going to have to be a jury that gives it

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22 1 to her now? 2 A. Fine. I guess that's where we're going. 3 Q. Yeah. Yes, that's what a lawsuit is. 4 A. All right. 5 Q. All right. What about -- do you need a break or 6 anything? 7 A. No, I'm good. 8 Q. What about August 4th of 2020? It looks like you-all 9 communicate again and the price increase is out there. 10 You-all were talking about that. Do you recall any of 11 those conversations? 12 A. I recall having conversations with Charlie during the 13 entire process. So August 4th I'm not looking at the 14 paper, I don't know what that said, so I don't know 15 what to recall at this point. 16 Q. Well, I think that was the date that Charlie confirmed 17 the wedding would have to be rescheduled. Do you 18 recall that conversation when she finally said, "Look, 19 we're definitely going to have to reschedule it because 20 -- 21 A. I recall -- 22 Q. -- Covid is popping off"? 23 A. -- reaching out to her 24 Q. Yeah. 25 A. -- saying, "Hey, haven't heard from you. Just checking	24 1 Q. Okay. And so you would have -- then there will be a 2 bunch of phone calls, like your phone records would 3 show a bunch of phone calls between you and Charlie -- 4 A. Sure. Absolutely. 5 Q. -- between July 21st of 2020 and then August 4th of 6 2020? 7 A. Between me and Charlie or between me and Ron? 8 Q. Well, you and Charlie because it looks like you were 9 the proxy in the situation. You were the liaison for 10 lack of a better word; right? 11 A. Yes. 12 Q. Yeah, I mean you were the go-to? 13 A. Yes. 14 Q. You were Charlie's point of contact; right? 15 A. Yes, I was Charlie's point of contact. 16 Q. And so if Charlie had a concern about Covid, or her 17 family, or whatever she would need to go to you -- 18 A. Right. 19 Q. -- and say, "Hey, this is a problem;" right? 20 A. Right. 21 Q. Okay. 22 A. But I did explain to her on multiple occasions I do not 23 make the decisions. I do not have the final say. All 24 I can do is tell you that, yes, we can reschedule your 25 wedding. I do not know when. I do not know what. I
23 1 on you." No response for several days. Maybe even a 2 week. And then I recall responding back out to her, 3 "Hey, sorry to bother you. I know you're busy." I 4 knew that she was a nurse. She's a Covid nurse. I 5 knew she was stressed. I knew that Covid was ramping 6 back up, but, "Hey, just worried about you. Please let 7 me know what's going on. Is all okay and what you-all 8 are thinking?" Me being proactive reaching out 9 advocating for Charlie. 10 Q. And on that day, on August 4th of 2020, she's indicated 11 that you -- you said you were going to Ron, which 12 indicated to her that you hadn't done anything since 13 July 21st of 2020 in the way of getting with Ron, 14 expressing there was going to be a problem, exploring 15 options to fix the problem. Is that true or is that 16 untrue? 17 A. No, I got in -- I got with Ron immediately. 18 Q. Okay. So between July 21st of 2020 and August 4th you 19 did -- it's your testimony that you completed some work 20 on either rescheduling or fixing the problems that 21 Covid was causing? 22 A. Correct. 23 Q. Okay. Do you have any evidence that you completed 24 those tasks? Just the phone calls? 25 A. Just the phone calls.	25 1 do not know how much, but, yes, we can reschedule your 2 wedding. And we could have rescheduled her wedding. 3 So I did not lie to her. I did not give her false 4 information. I could not tell her when, where, what, 5 why, how much. 6 Q. Do you feel like you or any of the other Defendants 7 used the pandemic to profiteer -- 8 A. No. 9 Q. -- or -- or make money off of people? 10 A. No. 11 Q. Has anybody ever expressed that to you? 12 A. No. Not to me. 13 Q. But you still have the \$1,000? 14 A. I do. 15 Q. Ron has still has his \$4,000? 16 A. Right. And Charlie still got married without a mom. 17 Q. Yeah. 18 A. Yes. 19 Q. And without -- without the venue they paid for. Yeah. 20 A. Well, that wasn't our decision. That was hers. 21 Q. Wasn't it though? 22 A. No, it was hers. 23 Q. Was it? 24 A. Yes. 25 Q. I don't know.

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26 1 A. It was hers. 2 Q. Yeah. You know I've got to say I don't really blame 3 her for saying, "I'm not dealing with these people. 4 They're trying to charge me 50 percent more for one- 5 third of what I paid for. And by the way the wedding 6 planner won't call me back. She's been sitting on this 7 for two weeks." 8 A. Uh-huh. That's true. I know. 9 Q. I know. 10 A. I can show you phone records where I talked to Charlie. 11 You need to subpoena those. I'll be happy to find 12 them. 13 Q. I mean I'm sure he'll give them to us if they support 14 the case. 15 A. Okay. 16 Q. I mean I would. 17 A. Perfect. 18 Q. I'm surprised I don't have -- if that's what they show 19 I'm kind of surprised I don't have them now. 20 A. And also there was no charge -- like this what I kept 21 hearing in Ron's testimony -- deposition, you kept 22 insinuating that we charged her 50 percent more. We 23 did not charge her 50 percent. We had simply explained 24 to her that there had been a rate increase up to 50 25 percent more, but we did not say that that was going to	28 1 A. No, no, no, it's what you are implying, but what we are 2 not agreeing to. 3 Q. Yeah. 4 A. So. 5 Q. Okay. As far as you know did South Wind Ranch have the 6 ability to charge Gregory and Charlie the same amount 7 for getting married at a later date that they were 8 supposed to get married for on November 7th of 2020? 9 A. I don't understand your question. 10 Q. Ron makes the decisions for South Wind Ranch; right? 11 A. Right. 12 Q. In consultation with these other partners; is that 13 right? 14 A. Yes. 15 Q. Okay. 16 A. I don't make decisions. 17 Q. Okay. 18 A. Is that what you're saying, asking if I make decisions? 19 Q. Well, I'm talking about the price increase because 20 you're talking about supply and demand and we didn't do 21 this and we didn't do that and it was everybody else's 22 fault but ours. 23 A. No, we're not saying it was everybody else's fault. 24 Q. But I want to make sure I understand the decision to 25 increase prices was with South Wind Ranch alone; right?
27 1 affect her. 2 Q. Well, do you think it's problematic that it's described 3 passively instead of actively? 4 A. No. It was described passively. 5 Q. No, let me -- let me finish. You and Ron both keep 6 saying there had been a rate increase like there's some 7 mystical Wizard of Oz somewhere increasing rates. You- 8 all increased the price. You had the autonomy to do 9 it. Ron does and that's what he decided to do because 10 he wanted to make more money. It's as simple as that; 11 right? 12 A. Well, we -- we -- we went back and looked at supply and 13 demand at the beginning of 2021 or 2020 -- 14 Q. Yeah. 15 A. -- when -- when people normally make decisions about 16 their business going into a new year. 17 Q. Uh-huh. 18 A. We made the decision. He made the decision. I didn't 19 make decisions. He looked at the calendar and he 20 looked at stuff and he made decisions. Not every date 21 had a price increase. We didn't know at the time that 22 Charlie and Greg were going to cancel their wedding. 23 We didn't make any decisions based off of Charlie and 24 Greg is what you don't understand. 25 Q. I think I understand.	29 1 A. Right. 2 Q. Okay. That's all I'm saying. 3 A. Okay. 4 Q. I'm just saying that South Wind Ranch made the decision 5 to increase the price at a rate of 50 percent above 6 what they originally agreed to pay. That's all I'm 7 saying. 8 A. But you say "they". 9 Q. Charlie and Gregory. The Plaintiffs -- 10 A. The decision -- the decision made to increase the price 11 had nothing to do with Charlie and Greg. 12 Q. Okay. 13 THE WITNESS: 14 I don't -- 15 MR. ANTHONY: 16 You're fine. 17 THE WITNESS: 18 Okay. 19 MR. ANTHONY: 20 Just answer his questions. 21 THE WITNESS: 22 Okay. 23 EXAMINATION RESUMED BY MR. HAWKINS: 24 Q. So let's go to August 12th. And so this is I guess the 25 fifth communication since July 21st. She keeps

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30 1 reaching back out to you. July 21st, July 27th, July 2 29th, August 4th, August 12th. 3 A. Are you sure you're looking at the reach out being from 4 her and not me? 5 Q. Most of them, yeah. Uh-huh. Yeah, it looks like you 6 did text her on the 27th. And then you confirmed that 7 you hadn't done anything to talk to Ron in the past six 8 days, but I guess we'll figure that out. 9 A. I did confirm that? What did I say? 10 Q. You tell me. You wrote the text message. 11 A. I'm not looking at it. 12 Q. Neither am I. 13 A. I haven't seen it a long time. 14 Q. I'm looking at notes. 15 A. So you're taking -- 16 Q. You get your phone out. Look at it for -- 17 A. You're reading her words, the notes that you took is 18 what you're saying. 19 Q. I'm not saying anything. I'm asking you questions. 20 A. You told me that I confirmed not speaking to Ron. 21 Q. That's the notes I have. 22 A. Within in six days. 23 Q. If you disagree with that you can say that's not true. 24 A. That's not true then. I don't confirm -- 25 Q. Okay.	32 1 A. Okay. 2 Q. Look, I'll show it to you. These are my notes. I 3 don't have text messages printed out. 4 A. Well, you showed him email to like get -- like -- 5 Q. Yeah, I did that. 6 A. I can't -- I can't -- 7 Q. You're not -- are you Ron? You're not Ron, are you? 8 You're a different witness. 9 A. I am a different witness. 10 Q. Okay. 11 A. But I'm just saying you're -- you're talking about 12 something that I did with Charlie, but yet you're 13 referring back to an email that he did yet you showed 14 it to him in the beginning -- 15 Q. Right. 16 A. -- so that he could be familiar with it. 17 Q. Uh-huh. 18 A. You're not giving me that option? 19 Q. No. 20 A. Okay. 21 Q. But your attorney will. He will ask follow-up 22 questions. 23 A. Okay. 24 Q. I mean maybe. 25 A. Okay.
31 1 A. -- that that happened. 2 Q. Okay. 3 A. That I did not speak to Ron in six days. 4 Q. Okay. 5 A. Because I speak to Ron every day. 6 Q. Okay. I'm talking about -- I'm talking about speaking 7 with Ron about fixing the imminent problem. That's all 8 I'm talking about. 9 A. I spoke to Ron about fixing the imminent problem. 10 Q. Okay. And this is consist with what you're telling me. 11 You say on August 12th, 2020, or Charlie asks you, she 12 says, "Hey, have you talked to Ron about available 13 dates? I just don't want them all to book up." Do you 14 recall her writing that to you in a text message -- 15 A. Yes. 16 Q. Okay. 17 A. I do recall that. Do you recall my response? 18 Q. I don't -- I wasn't there. I don't recall anything. 19 A. You have it right there. 20 Q. The way I'm learning about the facts is asking you, a 21 witness, questions. 22 A. Okay. Then you're looking at it. 23 Q. I'm not. 24 A. Okay. 25 Q. I'm looking at notes.	33 1 Q. I don't know what he'll do. But you recall her saying, 2 "Hey, have you talked to Ron? I just don't want all 3 the dates to book up." Do you recall her expressing -- 4 A. Yep. 5 Q. -- that concern -- 6 A. Yep. 7 Q. -- on August 12th of 2020? 8 A. Uh-huh. Yes. 9 Q. About a month after the initial conversation about 10 concerns on July 21st of 2020? 11 A. Yes. 12 Q. Okay. And then you say, "Hey, yes, I'm sorry I thought 13 I already sent you some." So were you supposed to have 14 sent dates to Charlie between August -- between July 15 21st and August 20th and you forgot or what? It says, 16 "Let me get to him about that." That looks like to me 17 when you say, "Hey, yes, I'm sorry I thought I already 18 sent you some," that you didn't send any, any dates? 19 A. I cannot recall that -- that -- I mean I reached out to 20 Ron for dates. I let him know about her concern and 21 then I had to step back and wait, so. 22 Q. Did you ever tell Ron specifically after this August 23 12th communication, did you -- or at any time between 24 July 21st and this date did you ever tell Ron, "Hey, 25 Ron, the pandemic is going to keep them from getting

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34 1 married. We've got figure something out"? Did you 2 ever have that conversation with Ron? 3 A. No, because that was not what I believed. 4 Q. Okay. 5 A. I didn't believe the pandemic was going to keep them 6 from getting married, because it didn't keep them from 7 getting married. 8 Q. Okay. 9 A. I expressed to him that Charlie was concerned and 10 Charlie was worried and Charlie wanted some new dates 11 -- 12 Q. She was -- 13 A. -- that she could potentially reschedule to. 14 Q. Yeah. 15 A. That's what we did. 16 Q. Did she ever talk to you about the concern related to 17 her family about how important it was for her family to 18 be there? 19 A. I don't recall exactly. I know that we had several 20 conversations that were off wedding topic and I mean 21 I'm a mom so I would assume that that was very 22 important to her, but I don't recall her saying 23 specifically, no. 24 Q. Okay. Did you tell her that you were sorry about not 25 getting dates back to her on August 12th of 2020, on	36 1 2020, that Charlie was concerned that all the good 2 dates were going to be gone and that she had been 3 concerned for some time that all the good dates were 4 going to be booked up? 5 A. No -- no one told her that she could have a specific 6 date yet. So I don't know what she was concerned 7 about. 8 Q. I think she was concerned because she saw the writing 9 on the wall with the mandates and the shutdowns and 10 then I think that's why she sent the initial 11 communication back on July 21st of 2020, and then 12 that's why she sent another on the 27th, and the 29th, 13 and August 4th, and August 12th, and August 15th, and 14 August 16th. She kept communicating with you about, 15 "Hey, this is a problem. It's going to book up. This 16 is a problem. This is a problem." 17 A. Those -- those -- to my knowledge I do not have records 18 of those texts where she is day after day after day 19 coming to me asking for dates. 20 Q. Okay. 21 A. That did not happen. On more occasions than not we 22 either were on the phone together talking -- 23 Q. Just chitchatting? 24 A. Chitchatting. About stuff and the wedding and her 25 situation and her fear, but text messages were normally
35 1 the phone or via text message? 2 A. Apparently. I have no record of it. 3 Q. Do you recall talking to Charlie on August 15th of 4 2020, the next day and her telling you again to send 5 her dates? 6 A. I remember talking to Charlie different times and her 7 expressing to me that she was upset because she hadn't 8 gotten dates back and that she had reached out a couple 9 of times to Ron and that's when I explained to her that 10 he'd had -- he'd had surgery and that I knew of a fact 11 that he had been down for a couple of days due to his 12 surgery. 13 Q. Uh-huh. 14 A. And that I would definitely follow up and make sure 15 that someone -- he got back -- I mean not someone, that 16 he got back in touch with her as soon as possible. 17 Q. Did Charlie say to you on August 15th of 2020, "I 18 haven't gotten anything yet and I'm really worried 19 about every Saturday booking up"? 20 A. Apparently. 21 Q. Okay. Do you recall talking to her about that? 22 A. Yes, I just said I recall talking to her about -- 23 Q. Okay. 24 A. -- all of these things. 25 Q. So was it apparent to you at least on August 15th of	37 1 prompted by me, "Hey, have you heard anything? Hey, 2 what you-all decided?" And one that sticks out in 3 particular is that, "Hey, we're going to get back to 4 you. We're thinking we're going to scrap the whole -- 5 this whole thing anyway and get married on the side of 6 a mountain." Which is what she told me, which is what 7 you said she did, which is that you said you had a 8 great time being a part of it. 9 Q. It was a good time. 10 A. It looks beautiful. 11 Q. It was. 12 A. And I even complimented her -- 13 Q. The reception was a blast. 14 A. -- that day before I knew that we were fixing to be in 15 court. 16 Q. Yeah. 17 A. She did look beautiful. And I'm so glad that she got 18 married and I'm so glad that she had a great day with 19 those that could be there. Like he said we wish them 20 no harm. 21 Q. Well, she made us climb up the side of a mountain in a 22 suit so maybe I should sue for damages. 23 A. Maybe. 24 Q. It looks like on August 16th of 2020, you made the 25 statement that Ron is still working on getting dates

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38 1 and that he will send her some dates or something. Do 2 you recall telling her that? 3 A. Probably. I remember having multiple conversations 4 about still needing dates. 5 Q. So the -- and I know that we view this differently, but 6 I think what they're -- what they see as a problem is 7 that they start like -- you-all have both testified I 8 think that you knew about the pandemic and the problem 9 it could cause back in March; right? 10 A. Uh-huh. 11 Q. Is that a "yes"? 12 A. I'm sorry. Repeat that. 13 Q. You and South Wind Ranch both knew that about the 14 problems the pandemic could cause back in March? 15 A. Yes, we knew about those. 16 Q. Earlier than March? I mean in February? 17 A. We didn't know that -- no. I had a wedding on March 18 14th and the very next Monday we were in lock down. 19 Q. Okay. 20 A. I didn't have any privy information -- 21 Q. Okay. 22 A. -- about the pandemic. 23 Q. All right. All right. So we'll go with March then, 24 fair? 25 A. March 14th.	40 1 A. I'm not going to voluntarily -- 2 Q. -- that's why she has an issue with it. 3 A. -- ask her to cancel her wedding. 4 MR. ANTHONY: 5 Ashley, you've got to wait for him to finish. 6 THE WITNESS: 7 Okay. 8 Q. Yeah, I think that will help us all to understand why 9 there is a disagreement. 10 A. Okay. Is this is -- it's not understanding my role I 11 guess. My role is to not say, "Hey, Charlie, I'm sorry 12 you're worried, but let me look into the future and see 13 what we have available and offer it to you." 14 Q. I think that's exactly what you-all are supposed to do. 15 A. No, it's not. 16 Q. Look -- look into the future -- 17 A. She hadn't even made a decision she was going to cancel 18 yet. 19 Q. -- and see what dates are available. She told you on 20 July 21st she was knew that it was -- 21 A. She did not tell me on July 21st -- 22 Q. -- almost certainly you were going to -- 23 A. -- she was going to. She was concerned. 24 Q. -- to have to reschedule the wedding. 25 A. She did not say that. I asked her --
39 1 Q. Fair. 2 A. Was the date that we all learned that the world was 3 going to change. At least for me. 4 Q. Right. So what they see as a problem is they pay money 5 for you-all to organize and have this wedding and, you 6 know, part of that whole plan is for her wedding -- her 7 wedding party come here from Germany and all that 8 stuff. And then between March and July apparently 9 nothing has been done -- 10 A. No, that's not true. 11 Q. -- no, listen. Let me -- let me finish and then you 12 can correct me about what -- 13 A. Okay. 14 Q. -- you think I'm wrong about. And then nothing happens 15 between March and July. And then she says 16 specifically, "Hey, I'm worried about this pandemic and 17 the problems it could cause." No dates are provided. 18 Not on the 21st, not on the 27th, not on the 29th, not 19 on the August 4th, not on August 15th, not on August 20 16th. 21 A. She hadn't made a decision and asked for dates at that 22 point. 23 Q. It's not -- it's not on her to do all the work for 24 something she paid thousands dollars for you-all to do. 25 That's --	41 1 Q. I'm not asking what you what she said. 2 A. Well, if you will produce my text messages you can see 3 when we spoke about her rescheduling and it was that 4 time when I reached out and said, "Hey, I'm worried 5 about you. I'm just checking in. Have you-all made 6 any decisions?" And she said, "I think we're going to 7 scrap the whole thing and get married on the side of a 8 mountain." That was in August maybe. I don't remember 9 because I don't have it in front of me. 10 Q. After August 16th? 11 A. Maybe. I guess. I don't have it in front of me. 12 Q. Well, at some point you conveyed these two dates, this 13 Saturday, September 11th date and Saturday, September 14 25th date? 15 A. I conveyed them? 16 Q. I think. I'm asking you did you? 17 A. I don't -- I don't recall conveying any dates. I 18 recall repeatedly saying the dates come from Ron. 19 Q. You-all -- you-all providing those and I just -- you 20 don't have take any advice from me, but you really 21 don't need to get worked up. 22 A. I'm not worked up. We've been here for six hours and 23 the same question has been answered -- 24 Q. Yeah. 25 A. -- a hundred times.

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42 1 Q. Yeah. 2 MR. ANTHONY: 3 I think advice goes both ways. 4 Q. Yeah. I mean, you know, he's going to get to depose my 5 people, you know. 6 A. Okay. That's great. 7 Q. I'm going to make sure they don't get worked up. 8 A. Like I say we have -- 9 Q. Do you need a break? Do you need to -- 10 A. I don't need a break. I just need to be done with 11 this. 12 Q. Do I need to get you need a drink or something? 13 A. No. Maybe when this is over. 14 Q. Okay. 15 A. I just need for this to be done. 16 Q. All right. I probably have 45 more minutes. 17 A. Okay. Perfect. 18 Q. All right. 19 A. Awesome. 20 Q. I've got a doctor's appointment. 21 A. Good. 22 Q. So I can't be here too late. 23 A. Okay. 24 Q. All right. Okay. So at what point did you learn about 25 the price increase?	44 1 in some way. 2 Q. Did you-all have any -- did you-all make any efforts to 3 fill the spot where Gregory and Charlie were supposed 4 to get married? 5 A. We made the date available on our calendar as people 6 toured. To my knowledge I asked him if he would do 7 that because I knew that was something that I had 8 expressed to her. I think the only way you're going to 9 get a refund is if we sell the date. Will we sell the 10 date this close in advance? I mean this close to the 11 date? Who knows. I made -- I -- I told Ron that they 12 were looking to reschedule and that he can make that 13 date available on his calendar for his tours. 14 Q. Okay. 15 A. That's what we did. That's all we could do. 16 Q. Anything else? 17 A. (Shakes head.) 18 COURT REPORTER: 19 "No"? 20 A. No, not on that topic. 21 Q. Did you -- 22 A. Can you read my hand gestures? 23 Q. Did you do anything -- did you do anything to find -- 24 did you ever consult with Ron about the fact that you 25 needed to find something comparable to what was lost?
43 1 A. Early 2020. That there was going to be a price 2 increase, early 2020. 3 Q. Did you ever have -- or how many conversations did you 4 have with Charlie specifically about the price 5 increase? 6 A. Maybe one when I told her that there is -- 2020 fall 7 days might have a price increase because it's in high 8 demand. 9 Q. Uh-huh. 10 A. When she was considering rescheduling it was maybe more 11 of an advice situation. Like, "Hey, I know that 12 there's a price increase in the fall of 2021, because 13 it's in high demand." So it was more of a talking her 14 through this and like, "Hey, you know he's going to 15 offer you a date and it's going to be rescheduleable. 16 We're going to be able to reschedule your date. It may 17 not be November 6th and 7th or 7th and 8th of 2021, 18 because it's going to be more expensive. You may not 19 want to pay the additional fees. Okay. He's going to 20 offer you some dates that he can give you another slot 21 and time and not charge you a dime to go over there. 22 But had they gotten less he would have given them a 23 refund. 24 Q. Okay. 25 A. He would have -- he would have or altered their package	45 1 In other words, if they're going to reschedule it needs 2 to be for the same block of time, it needs to be the 3 same price? Did you talk to Ron about those issues? 4 A. Yes. Yes, I mean I always do. I think that's fair. I 5 would -- I would want that as a consumer myself as a 6 bride. I talk to Ron a lot as a mother with two girls 7 in their 20s that is going to be paying for wedding in 8 the near future. 9 Q. Yeah. 10 A. It's what I would expect, what I would want. 11 Q. So was that -- can we agree that it was not 12 unreasonable for Gregory and Charlie to want the same 13 amount of time for the same amount of money that they 14 originally purchased? 15 A. Correct. And I think -- I know that we don't know the 16 specifics on this yet, because I know this is a big 17 topic for you-all, but I recall that one of those 18 weekends was apples to apples, except it for wasn't in 19 November. 20 Q. What is apples to apples? 21 A. Apples to apples. Your dates. You're saying is the 22 three day weekend. 23 Q. I thought you were describing some festival in TR or 24 something. 25 A. No. Apples to applies versus oranges to oranges or

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46 1 apples to oranges. You know that whole analogy. But 2 apples to apples would be, the perfect apple to apple 3 would be Charlie and Greg getting to reschedule their 4 wedding to November 7th and 8th of 2021 for no 5 additional money and everything being hunky-dory. That 6 would be apples to apples. 7 Q. Okay. 8 A. Okay. Apples to oranges a little bit different. Maybe 9 that Friday night is not there, you know, but, hey, I 10 can still give you that weekend but you can't have the 11 whole weekend because we've already sold the Friday. 12 Q. Okay. 13 A. Blah, blah, blah. But I do recall, this is just my 14 recollection, I'm not -- I mean I'm not swearing on my 15 life on it -- 16 Q. You're swearing under oath. 17 A. Well, I'm not swearing on it. I'm recalling that one 18 of those weekends was a Friday and Saturday. And 19 you're thinking that Sunday is another day and it's 20 not. They still could have checked out on Sunday. 21 They would have checked in on Friday. They would have 22 had their rehearsal activities, party, whatever it is 23 they wanted to do that day. They would have gotten 24 married on Saturday. They would have spent the night 25 on Saturday night. They would have left Sunday	48 1 Q. And what they were under the impression was, and what 2 it looks like to me from the record from talking to 3 you-all, is that during this time, you know, she 4 expresses a concern and she's saying, "Hey, we've got 5 figure this out. We've got to find a date." You-all 6 do anything and during that time you aren't doing 7 anything all the dates book up because -- and let me 8 finish, because Ron is showing the property like crazy. 9 Now, you can tell me however that's wrong. 10 A. Well, I feel like that -- that whole conversation was 11 prompted when I reached back out to them in July to say 12 -- or August, I can't remember when it was, whenever 13 that was that I reached out and said, "Hey, I'm just 14 checking back out on you to see what you-all made a 15 decision to reschedule or not because I know the 16 property is showing is like crazy." That was me being 17 proactive with her. I don't know where I became the 18 villain, but apparently I'm the villain. But I was 19 literally 100 percent tried to be proactive with her 20 the entire time. Once I realized it was a definite 21 concern for her and once I had the compassion that you 22 say we don't have for her that her mom wouldn't be 23 there or her -- I don't even know exactly know who all 24 the family was. I do recall that mom was one of them, 25 but I don't recall --
47 1 morning. One of those weekends was available in that 2 entire capacity and in my recollection Charlie said, 3 "It's still too hot in September. I don't want that 4 date." And that's when things went way south. That's 5 my recollection. 6 Q. Okay. 7 A. That was just kind of apples -- well, it's not even 8 apple to apple. Like I said November to November is 9 apple to apple. So it's an apple to orange. 10 Q. Okay. 11 A. I'm not trying to be funny. I have a lot to do. 12 Q. Did you ever tell Charlie after these conversations 13 that Ron was touring like crazy these past couple of 14 weeks. That period -- that 12 day period we were 15 talking about earlier, did you ever make the statement 16 to Charlie, you know, he's been showing property. He's 17 been touring like crazy? 18 A. Probably. I mean we show the property like crazy all 19 the time. I mean those were my words. You probably 20 took my words. We show the property like crazy. I 21 mean yesterday he showed the property five times. I 22 was there for work and working with our admin and he 23 said, "Hey, good to see you. I'm probably not going to 24 see you before you leave. I've got five tours back to 25 back." I was like okay.	49 1 Q. Her mom lives here. She was concerned about all her 2 cousins and her extended family because they all live 3 in Germany for whatever that's worth. 4 A. I would get married -- never mind it doesn't matter 5 what I would do. Never mind. 6 Q. Did Charlie tell you that she was frustrated because 7 she had asked for dates like two weeks ago and she 8 didn't have any? Did she ever tell you that? 9 A. I mean I -- I feel like yes we had that discussion in 10 our text messages and I said, "Well, I'm sorry. I'll 11 reach back out to Ron and make sure he gets to you. I 12 do know he's been under the weather. He had surgery." 13 Like, yes, we had that conversation that she was 14 frustrated and that I was going to try to go to bat for 15 her. 16 Q. And did you tell her that you were sorry about what 17 happened? 18 A. I'm sure. 19 Q. And was that an acknowledgment of failure to provide 20 dates for the past two weeks? 21 A. I was never supposed to provide dates. I was to 22 supposed to act as liaison on Charlie's behalf to get 23 Ron to focus and get her some dates. I can't make Ron 24 do anything. 25 Q. And did you -- did you tell Charlie that you had told

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50 1 Ron Charlie was frustrated? 2 A. I don't recall telling Charlie that I told her that he 3 was frustrated, but I'm sure I did. I'm pretty direct 4 with Ron. If I feel like he needs to hear it I'll tell 5 him. So I'm sure I said, "Hey, Charlie is frustrated. 6 We need to hone in and get her some dates." 7 Q. Did you ever see the September 26th, 2020, email 8 correspondence between Ron and Charlie? 9 A. I did only after he forwarded it to me. 10 Q. Okay. 11 A. And I was blind sided. I was like, "Whoa, wait. She's 12 mad. She threwed (sic) me under the bus. Wait. What 13 happened? Where are we going? When did this come 14 about?" That was my response. 15 Q. So he received an email and then immediately forwarded 16 it to you so you could see what was going on? 17 A. I don't know if it was immediate, but I did eventually 18 receive it but I know that I stopped being copied on 19 any correspondence from Charlie where in the beginning 20 I was, you know, a big part of everything. And 21 apparently I'm the one that dropped the ball, but yet I 22 stopped being copied on any correspondence, including 23 being asked for a refund, including being told that I 24 was fixing to be sued. 25 Q. Who told you you were fixing to be sued?	52 1 Object to form. 2 THE WITNESS: 3 Can I answer or not answer? 4 Q. You have to -- 5 A. Oh, I have to answer it. I'm sorry. Yes, I don't 6 think that that was a bully tactic. I read that. I 7 mean I listened in while you-all were talking about 8 that and I can see where that might be taken that way, 9 but he's not a bully. And he would never -- 10 Q. I'm just asking why you think -- because you know him 11 and you know how he is. I don't know him. You do. 12 A. I think it was just, hey -- like he said like this -- 13 like it was a way to be like, "Hey, I'm not trying to 14 be the bad guy." It was a way to make him not look 15 like the bad guy, because he doesn't ever want to be 16 the bad guy. And he does have people he has to answer 17 to. He has to answer to his -- you know, his -- 18 Q. Partners? 19 A. -- partners and he has to answer to his staff and his 20 team that hold him accountable for things when we get 21 upset about stuff. He has to answer to people and he 22 -- one of the things that we get most frustrated with 23 Ron about is that he is a softie and he tries to give 24 too much all the time where we have to kind pick up the 25 pieces, but.
51 1 A. Nobody. I got a letter from Ron one day when I got 2 there. 3 THE WITNESS: 4 What did we get? 5 Q. He can't. You're under oath. 6 A. I'm sorry. Yeah, I forgot. I'm sorry. We got I guess 7 a letter. What do you call those things? 8 Q. A complaint? 9 A. I guess. 10 Q. You would have been served with a Summons & Complaint? 11 A. Yes, sir, I was served with papers. Well, I wasn't 12 served myself. Like it was just at the ranch when I 13 got there. Like no one served me with papers except 14 for this letter. That it named me in the lawsuit I 15 guess. So I had no opportunity to make right or wrong 16 on anything in the situation. I was cut out of the 17 loop completely once they weren't happy with their -- 18 the dates that were given. 19 Q. You know Ron pretty well, don't you? 20 A. Uh-huh. 21 Q. Why do you think he was the first one -- 22 A. Yes. 23 Q. -- to bring up his legal team in the email 24 correspondence? Why do you think he did that? 25 MR. ANTHONY:	53 1 Q. A walking embodiment of compassion? 2 A. He is a great -- 3 MR. HAKALA: 4 There you go. 5 A. -- person. I mean I'm not -- I'm not sitting here. 6 I'm just saying I wouldn't have worked for him if he 7 was a dirt bag for three years. I wouldn't. You can 8 see by my personality just sitting here that I'm not -- 9 I wouldn't, but we're not -- we're not bad people. 10 Q. You knew that Charlie was working in the Covid ICU at 11 the time; right? 12 A. Yes. 13 Q. And so you knew that she was stressed out about that -- 14 A. Yes. 15 Q. -- anyway? 16 A. Yes. 17 Q. And so any stress that she would have endured because 18 of this whole wedding situation would have been 19 exacerbated; right? 20 A. Right. 21 Q. I'm sorry for the personal nature of this, but how much 22 do you make for working with South Wind Ranch? 23 A. Last year I think it was a little over 50. This year 24 it's -- it just really depends on the event. It 25 depends on how big it is, how long it is. But on -- I

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54 1 mean seriously on our coordination contracts it varies 2 anywhere from 900 to \$2,500 and that's split. That's 3 just -- that's a rate and it's split between the team, 4 so. 5 Q. Okay. 6 A. Last year I netted -- I mean I earned about 50,000. 7 Q. Have you ever been charge or convicted of a crime? 8 A. No. 9 Q. Have you ever been accused of anything fraudulent in 10 nature? 11 A. Not to my knowledge. Not accused, no. 12 Q. Have you -- 13 A. I mean not accused or even -- 14 Q. Yeah. 15 A. Not to my knowledge. 16 Q. I got it. Have you ever given testimony in a 17 deposition or in court before? 18 A. No. 19 Q. Family Court, Workers' Comp, an arbitration, anything 20 like that? 21 A. No. 22 Q. Is there anything you specifically want to put on the 23 record about this lawsuit or about your defenses in 24 this lawsuit? 25 MR. ANTHONY:	56 1 have that account. So now everything is strictly 2 through South Wind Ranch. 3 Q. Well, for insurance purposes it matters who the carrier 4 was of a policy that covered the time in question. Did 5 you have a carrier -- did you have an insurance carrier 6 or a policy during the time that you were talking to 7 Charlie about all this stuff? 8 A. No, I did not. 9 Q. You didn't have a general liability policy with your 10 business? 11 A. I did not. 12 Q. What about with your home? 13 A. No, I do not own my home. We are -- we are renters, 14 so. 15 Q. You don't have any liability insurance anywhere that 16 you know of? 17 A. No, not that I know of. 18 Q. Okay. 19 A. I have health insurance. I have life insurance, but 20 that's all I have. 21 Q. Yeah, I can't do nothing with that. 22 A. Car insurance. 23 Q. Well, I -- 24 A. You can tell me to be quiet. 25 MR. HAWKINS:
55 1 Object to the form. 2 A. Well, I mean outside of the fact that like I said I 3 never had an opportunity to offer any kind of 4 restitution if they were looking for that from me. 5 They never asked for their money back. I was never 6 asked. I was never asked. I don't know what I would 7 have done, but I like Charlie and I probably would have 8 given her some money back. I probably would have 9 deducted the 50 hours that I worked or whatever, but I 10 would have done something to try to make her not walk 11 away with a sour taste in her mouth with us, but I was 12 never given the opportunity. 13 Q. Did you ever -- I know that Ron or his representative 14 has some communication with South Wind Ranch's 15 liability insurance policy carrier. Did you ever -- 16 did you ever turn this matter over to an insurer for 17 your business or for your home? 18 A. Me? No, I don't have the capabilities to turn anything 19 over to his insurance. 20 Q. No, I'm talking about -- do you have insurance for your 21 business, for your business at the time Honey -- what 22 was it called? 23 A. HoneyBook? 24 Q. Yeah. 25 A. No, I did not turn anything over that and I no longer	57 1 I don't think I have any more questions, Jay. Just 2 answer any questions your attorney has. 3 MR. ANTHONY: 4 I don't have anything. 5 MR. HAWKINS: 6 Okay. 7 THE WITNESS: 8 Well, I would like to -- sorry. 9 MR. HAWKINS: 10 Do you want to go back on the record? 11 MR. ANTHONY: 12 No. 13 THE WITNESS: 14 Can I go back on the record about that stupid review? 15 MR. HAWKINS: 16 Sure. 17 THE WITNESS: 18 Can I give you my rebuttal to that and I will send it 19 to you in writing? 20 MR. HAWKINS: 21 Yeah. Yeah. Well, you have to give it to me now if 22 you want it to be part of your deposition. 23 THE WITNESS: 24 Oh, I'll have to find it. 25 MR. HAWKINS:

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58 1 Okay. 2 THE WITNESS: 3 No, this is -- this is -- I'm sorry. I'm going to get 4 in trouble. 5 MR. HAWKINS: 6 You can stop now or you can go on. 7 THE WITNESS: 8 Can I just give you a statement on it? 9 EXAMINATION RESUMED BY MR. HAWKINS: 10 Q. Yeah. 11 A. Okay. That Karen J was mother of the bride from that 12 October wedding. 13 Q. Uh-huh. 14 A. Karen was never in the picture at all. The daughter 15 and the grand, her daughter and the grand paid for the 16 entire wedding and also hired me. Anyway she showed 17 day of and was kind of a turd about everything. And 18 that's sparked a review, which again sucker punched us, 19 but -- 20 Q. Did you get into it with her? 21 A. No, I just -- I wrote her a rebuttal about it and I 22 couldn't write it on the Wedding Wire because I'm not 23 the -- I'm not the person that owns the Wedding Wire 24 suite or whatever. So I wrote her a personal rebuttal 25 and, you know, just apologized for any crossed hairs we	60 1 Jay, would you like to jump in front of her -- 2 MR. ANTHONY: 3 I have nothing else. We are finished. 4 (THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION CONCLUDED 5 AT 5:37 P.M.) 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
59 1 might have, but then also explained things we didn't 2 agree on and how much I did love working with her 3 daughter and how I did respond and, you know, whatever. 4 But anyway. 5 Q. So when I put -- when I put her -- you can't listen to 6 him telling you to quit testifying. You just have to 7 answer. 8 A. Yeah. 9 Q. So if we put her up and these other people that wrote 10 bad reviews as part of our case in chief and they all 11 testify before you-all go do you think that's going to 12 look like you're trying to explain away their negative 13 experience? 14 A. No. I don't think so. I think if anybody was in the 15 room with that woman they would see that she's just not 16 a happy person. But, no, I think that our other 17 reviews outweigh the bad and those are far and few 18 between. And, you know, you can't please everyone. 19 You're not going to have perfect reviews on your 20 business. 21 Q. It's pretty close. 22 A. Well, we're pretty close, too. 23 Q. Actually I think they are real good as shocking as that 24 might be to you-all. I don't have any more questions. 25 MR. HAWKINS:	61 1 CERTIFICATE OF REPORTER 2 3 I, RACHEL H. WOOD, a Notary Public in and for the State 4 of South Carolina, do hereby certify that the foregoing 5 deposition was taken before me on the date and at the time 6 and location stated on page 1 of this transcript. 7 That the deponent was duly sworn to testify to the 8 truth, the whole truth, and nothing but the truth. 9 That I am not related to nor the employee of any of the 10 parties hereto, nor related to or employed by any attorney or 11 counsel employed by the parties hereto, nor interested in the 12 outcome of this action. 13 14 15 Rachel H. Wood, Reporter 16 Notary Public for South Carolina 17 Commission Expires: 02/13/2029 18 19 20 21 22 23 24 25

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WITNESS: ASHLEY BLACK

DATE: January 12, 2022

TIME: 4:44 p.m.

LOCATION: Anthony Law, LLC
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Deposition of Ashley Black

2 1 APPEARANCES: 2 3 JOSHUA T. HAWKINS, Esquire 4 Hawkins & Jedziniak, LLC 5 1225 South Church Street 6 Greenville, South Carolina 29605 7 (864) 275-8142 8 (josh@hjllcsc.com) 9 Attorney for the Plaintiffs, 10 11 K. JAY ANTHONY, Esquire 12 Anthony Law, LLC 13 650 East Washington Street 14 Greenville, South Carolina 29601 15 (864) 301-8141 16 (Janthony@anthonylawsc.com) 17 Attorney for the Defendants. 18 19 ALSO ATTENDING: Ronald Hakala, 20 Via Zoom Charlotte Muxlow, 21 Gregory Muxlow 22 23 24 25	4 1 STIPULATIONS: 2 It is agreed by and between the Counsel for the parties as 3 follows: 4 1. That this deposition is being taken pursuant to Rule 30 5 of the South Carolina Rules of Civil Procedure; 6 2. That the deponent reserves the right to read and sign 7 the deposition transcript. 8 ***** 9 ASHLEY BLACK, first being duly sworn, was examined and 10 testified as follows: 11 ***** 12 EXAMINATION BY MR. HAWKINS: 13 Q. Ashley. Is it all right if I call you Ashley? 14 A. Uh-huh. 15 Q. What's your date of birth? 16 A. 4/01/75. 17 Q. Where are you from? 18 A. Brownsville, Tennessee. 19 Q. Why did you move down here? 20 A. My husband took a job. 21 Q. What is your husband's name? 22 A. Claiborne Black. 23 Q. How long have you-all been married? 24 A. Twenty-three years. 25 Q. How long have you worked for Ron?
3 1 INDEX 2 3 Stipulations, Waiver and Oath..... 4 4 Examination by Mr. Hawkins..... 4 5 Certificate of Reporter..... 61 6 7 EXHIBITS 8 (None marked) 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 (THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL 25 IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)	5 1 A. Since December the 18th of -- three years now. 2 December the 18th of 2019. 3 Q. What's a workday like for you? 4 A. It involves lots of emails and phone calls, and dealing 5 with vendors, and dealing with brides, and phone calls 6 and emails. 7 Q. Do you have a -- 8 A. And meetings. 9 Q. -- do you have an office anywhere? 10 A. I have a home office. And then I work out of the ranch 11 a couple days of the weeks meeting customers and 12 clients. 13 Q. You don't wear a uniform or anything with a logo on it; 14 right? 15 A. Nope. I mean I have a hat and a sweatshirt that I can 16 wear if I wanted to. 17 Q. It says South Wind Ranch on it? 18 A. Uh-huh. 19 Q. How often do you wear that? 20 A. Very rarely. I don't particularly like them, so I 21 don't wear them. 22 Q. You don't have to have a name tag or anything? 23 A. No. 24 Q. Did you go to any college or university after school, 25 after high school?

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6 1 A. Yes. 2 Q. Where did you go? 3 A. The University of Tennessee. 4 Q. The Vols? 5 A. Uh-huh. 6 Q. I'm a Gamecock myself, but. What did you major in at 7 Tennessee? 8 A. I was a liberal arts major at Tennessee, but I didn't 9 finish at Tennessee. 10 Q. Where did you finish? 11 A. Union University in Jackson, Tennessee. 12 Q. Okay. And then how long -- how much time transpired 13 between when you left there and when you moved to South 14 Carolina with your husband? 15 A. I married in 2000 -- I'm sorry. I married in 1998 and 16 we moved in 2009. 17 Q. And what was the reason for you-all moving again? 18 A. My husband took a job. 19 Q. What's his job? 20 A. He runs two cotton warehouses here in Greenville. 21 Q. Okay. All right. 22 A. Well, one now. It was two. 23 Q. All right. So tell me about your interaction with the 24 Muxlows. I guess then the Muxlow/Wienands group from 25 the first time you had an encounter with them until	8 1 was a postpone until the communi -- I got -- I got kind 2 of kicked out communication altogether. She started 3 emailing Ron and the next thing I know I get email 4 that's just showing that she's upset. She's mad. They 5 don't want to reschedule. They want their money back 6 and here we are. And I had no recollection of her 7 being that upset. So I enjoyed working with Charlie. 8 I thought she was a very nice person. I recall in July 9 of 2020 when all this talk -- Covid started ramping 10 back up. I think Charlie had had Covid. I was then 11 experiencing Covid. She was a nurse. She was telling 12 me kind of how to deal with it and what to do, what not 13 to do. We communicated like normal people. Maybe even 14 could one day be friends outside of just the normal 15 wedding planner/bride situation. And then we 16 communicated through the fall once they started making 17 decisions on what they were and weren't going to be 18 able to do with their wedding and then here we are. 19 Q. Okay. You were in here when I talked to Ron about the 20 July 21st, 2020 communications. Do you recall that 21 communication where you exchanged text messages with 22 Charlie and she expressed concern about the Covid-19 23 pandemic? 24 A. Yes. 25 Q. Okay. What did you do after that date to plan for a
7 1 you-all had a falling out. 2 A. I did not think that we had a falling out, but 3 apparently we did. So Charlie, and Greg, and I guess 4 Christian booked the venue. 5 Q. Uh-huh. 6 A. I was not a part of that tour or booking process. 7 After they booked and signed the contract, and I guess 8 paid the deposit, it was then turned over to me where I 9 reached out to Charlie and began the planning 10 conversations. We talked several times before she 11 initially decided to go with me as her planner, which 12 at the time I wasn't -- I was -- I was not the only 13 one. We had outside planners that were allowed in. 14 And Charlie would ask me questions and I guess in an 15 interview situation where she was trying to figure out 16 if I was going to be a best fit or not. She ended up 17 meeting me one afternoon out at the ranch. We went 18 over lots of things. We -- I remember there was a 19 couple other ladies in the room with us that worked at 20 the venue at the time and we had a nice conversation. 21 I think that was to my knowledge my only face-to-face 22 meeting with Charlie, but I had multiple texts, phone, 23 email conversations throughout the entire year of 2020, 24 including leading up the cancellation or the 25 postponement of the wedding. We thought at the time it	9 1 potential rescheduling? 2 A. The only thing I could is let Ron know that she was 3 concerned and that this is what she was thinking. 4 Q. Okay. 5 A. And that we are -- you know, at the time my fear was 6 that Covid was maybe going to ramp back up to where it 7 would cause more than just Charlie's wedding -- 8 Q. At that point -- 9 A. -- to be jeopardized, but hers ended up being the only 10 one at that point in time that didn't go through in the 11 fall of 2020. 12 Q. At that point after the July 21st, 2020, communication 13 did you or Ron make any efforts to look down the road 14 for new dates? 15 A. Yes, we did. 16 Q. Okay. What efforts did you make? 17 A. We looked at the calendar. We talked about what would 18 be available, what wasn't available. I mean I -- I 19 can't make decisions on that, but I communicated with 20 him that they were looking at a new date. They were 21 looking at possibly having -- wanting to get a new 22 date, because her parents or her family couldn't travel 23 from Germany. And I spoke to Charlie about the fact 24 that I would do my best to make him aware of it, and I 25 would do my best to help him realize, you know, the

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10 1 severity of the situation, but at the end of the day, 2 the date, the pricing, every bit of that came from him. 3 Q. What evidence do you have to show that you and Ron made 4 efforts to look down the road for new dates after the 5 July 21st, 2020, conversation and before the next 6 conversation that took place a week later on July 27th? 7 A. The only evidence I would have is what you have, are 8 text messages. Charlie and I did talk on the phone 9 quite a bit -- 10 Q. Yeah. 11 A. -- so that can't be proven. There's no record of that 12 and it's been over a year so I can't recall verbatim 13 word for word, but we did have multiple conversations 14 on the phone. 15 Q. Okay. 16 A. So there may be no record of that and you're saying 17 that I didn't respond or reach out, that's not the 18 case. 19 Q. Yeah, I don't see any evidence in the record and I 20 haven't learned of any evidence from talking to Ron 21 just now that any information was provided to them in 22 that week, that July 21st to July 27th week despite 23 Charlie telling you, "Hey, there's a problem. There's 24 a pandemic -- 25 A. She didn't --	12 1 A. No, not for us. 2 Q. Okay. 3 A. Because we didn't have DHEC regulated kitchen. So 4 South Wind Ranch had no regulations. 5 Q. There weren't assembly restrictions for a period of 6 time? 7 A. Huh-uh. Not after that gathering band was lifting in I 8 guess May when we started having more than, you know, 9 50 person weddings again. 10 Q. Right. And so between -- it would have been a little 11 bit before March, but let's say January or February of 12 2020 and May there were some -- you are aware of some 13 restrictions in place that would -- 14 A. Yes. 15 Q. -- have prevented people from coming to a wedding? 16 A. Right. And we adhered to those. 17 Q. And so you knew that the implementation of mandates, 18 bands, and I guess assembly restrictions, you knew that 19 not only was that possible, but it was probable because 20 some had already been implemented; right? 21 A. You mean prior -- 22 Q. Since the beginning of the year? 23 A. Yes, exactly. I was worried there was going to be a 24 relapse of March and April of 2020. 25 Q. Okay.
11 1 Q. Well, let me finish and I'll give you as long as you 2 want to respond. And then she says, "Hey, there's an 3 issue. I'm worried about my family," or whatever. I 4 don't have any evidence that you-all were doing 5 anything to mitigate what was going to be -- I mean 6 what was an imminent problem. You know what was going 7 to be -- 8 A. It wasn't an imminent -- imminent problem at that 9 point. It was a consideration on her part. There was 10 no decision. So I made him aware of it. I made him 11 aware of it in general. Like, "Hey, this could be 12 another issue. We've got a travel band." 13 Q. Uh-huh. 14 A. And we are a destination wedding venue. We have a lot 15 of people that get married from the Greenville area, 16 but we have just as many people get married from out of 17 state, too. 18 Q. Uh-huh. 19 A. So we might need to think about this. What are we 20 going to do if this becomes an issue going further if 21 there are, you know, more domestic travel bands or the 22 limitation on gathering again? None of that happened. 23 It ended up only being an international travel band. 24 There were no restrictions. There were no -- 25 Q. Well, there were restrictions on numbers; right?	13 1 A. I was fearful of that, so we discussed that. We 2 discussed it on the phone. We discussed in a team 3 meeting. Do I have evidence written? No. 4 Q. So it looks like -- so it looks like at that point you 5 -- in July 21st of 2020 you were on notice that they 6 might need some new dates. And then by July 27th of 7 2020 you-all exchanged some more text messages. 8 A. What are those text messages? I mean I would like to 9 know what you're reading if you don't mind. 10 Q. I'm reading notes right now. 11 A. Right. Things that I gave, so can I -- 12 Q. No, you didn't give me these notes. 13 A. All right. 14 Q. I made these notes in my computer -- 15 A. Okay. 16 Q. -- while I was working diligently preparing for this 17 deposition. 18 A. Okay. 19 Q. It looks like to me, and you tell me if I'm wrong, that 20 you didn't make any effort to communicate with Ron 21 during that time because there's no evidence on July 22 27th of 2020 that you had done anything to communicate 23 with Ron about the impending pandemic and the problems 24 it was going to inevitably cause to Charlie? 25 A. You have no evidence that I didn't.

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14 1 Q. That's my point. There's no evidence of anything. 2 A. You have no evidence -- 3 Q. I wanted to know if you -- 4 A. -- that I did or didn't. 5 MR. ANTHONY: 6 I'm sorry. Ashley, try to let him finish his question 7 -- 8 THE WITNESS: 9 Okay. Gotcha. 10 MR. ANTHONY: 11 You're making life miserable for the court reporter. 12 THE WITNESS: 13 Okay. Sorry. I'm sorry. I don't mean to make life 14 miserable. 15 EXAMINATION RESUMED BY MR. HAWKINS: 16 Q. And I'm not trying to trick you. The way this works is 17 the court does everything based on evidence; right? 18 And so when I ask you -- what's going to be in front of 19 the court is what did you do to minimize and mitigate 20 the situation, what did we do to minimize and mitigate 21 the situation? And I know because Charlie does have 22 the screen shots that I can submit in response to a 23 Motion. I know that these texts were exchanged. 24 A. Uh-huh. 25 Q. And so if you find texts you can exchange them in	16 1 A. Yes. 2 Q. All right. If you have some proof, some text exchange 3 between you-all or emails, you can submit that -- 4 A. Okay. 5 Q. -- later on. 6 A. Otherwise it's your word against mine; right? 7 Q. No, I'm not a witness. I'm an attorney. 8 A. Their word against mine? 9 Q. Well, yeah -- 10 A. Okay. 11 Q. -- her text messages against your word, yeah. 12 A. Right. 13 Q. And so the next thing I have -- did you ever describe a 14 potential price increase? 15 A. I told her that there had been -- I knew that there was 16 going to be a rate increase in 2021. There had been a 17 rate increase in 2021. That I did not handle the 18 pricing. I wasn't aware of specific dates and their 19 prices, but that, yes, there had been a rate increase. 20 There was no rate increase for Charlie and Greg just 21 because they wanted to reschedule. The rate increase 22 was already in place. 23 Q. Okay. So July 21st, 2020, she reaches out. You don't 24 dispute you-all had a conversation. You dispute what 25 happened between you and Ron outside of the
15 1 response to a Motion, too. But I want to know today 2 while you're under oath can you give me evidence that 3 between July 21st and July 27th you communicated with 4 Ron about your conversation with Charlie on July 21st 5 where she described her concerns about the pandemic 6 preventing her wedding or doing something bad to her 7 wedding? 8 A. I can only tell you that I picked up the phone and I 9 called Ron and I had a discussion. 10 Q. Okay. 11 A. So did I record that call? No. 12 Q. And did you send dates on July 27th from your calendar 13 to Charlie or Gregory? 14 A. I don't recall sending dates. I -- maybe not from my 15 calendar. Maybe dates that he gave me, but I don't 16 have a record of me sending her dates either, so. 17 Q. Okay. What about July 29th of 2020, it looks like 18 Charlie again put you on notice, so I guess this will 19 be the third time of her concerns about problems 20 related to the pandemic? And then she said -- I guess 21 you finally got with Ron at that point. 22 A. No, I had gotten with Ron in the beginning. 23 Q. Okay. So you disagree with that you hadn't -- 24 A. I disagree. 25 Q. Okay.	17 1 conversation? 2 A. I'm not disputing anything. You have told me what 3 happened. 4 Q. You're not disputing that you did nothing to talk about 5 Ron about the -- 6 A. Yes, I am disputing that I did nothing. 7 Q. Okay. Right. And then July 27th, 2020, more text 8 messages. You agree with that? 9 A. Uh-huh. 10 Q. And then July 29th, 2020, the third time there were 11 text messages exchanged and then you tell Charlie there 12 could be a price increase or you mention a price 13 increase? 14 A. Can you read where I said that or are these in your 15 notes? 16 Q. No, I'm asking you. You sent the text message. I'm 17 asking you what you remember about them. 18 A. Yeah, I sent a text message reaching out to Charlie 19 saying, "Hey, I haven't heard from you in a while." I 20 communicate -- I started the conversation. I initiated 21 the conversation with, "Hey, there's been some -- a lot 22 of tours happening lately and I know that there's a 23 2021 price increase. Have you talked to Ron? Have 24 you-all made a decision on what you're going to do?" I 25 was going to bat for her. I was trying to be a

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18 1 representative on her behalf. 2 Q. Uh-huh. 3 A. And the phone conversations that Charlie and I had, 4 which I know there's no proof of, but I was trying to 5 talk to her about how to talk to Ron about the fact 6 that she wants her mom there and the fact that she's 7 got a significant amount of people coming from Germany 8 that she would like to have there. I was advocating 9 for Charlie the entire time. 10 Q. At what point did Charlie and Gregory or I guess 11 Christian or somebody pay you for your services? 12 A. I think it was back in January of 2020 they paid me a 13 deposit. 14 Q. They wrote a check to you or they wrote a check to Ron 15 and he then gave you the money? 16 A. They paid me via my HoneyBook website, which at the 17 time I had. Now, everything is solely through the 18 ranch. 19 Q. Okay. 20 A. Because at the time I wasn't mandatory -- 21 Q. Okay. 22 A. -- through the ranch. They had other opportunities, so 23 as my own person, I was my own coordinator vying for 24 the business, so they paid me through my HoneyBook. 25 It's a wedding website that we all use. There were a	20 1 necessary was to book her catering team, because those 2 teams book up the fastest, especially that time of 3 year. So I expressed to her kind of the order of 4 events I think we should go in as far as booking 5 vendors. And then I set out and started getting 6 quotes. 7 Q. How much money did she pay you total? 8 A. \$1,000. 9 Q. Do you feel you earned that \$1,000? 10 A. Yes, I do. 11 Q. How many hours did you spend working on Charlie's 12 wedding? 13 A. Oh, my gosh. I didn't keep an exact count, but over 14 the course of from January through I would say when I 15 guess communications stopped in September anywhere 16 from, you know, to 30 to 40, 50 hours total. 17 Q. Fifty hours just on Charlie's wedding? 18 A. Just -- just total, but, you know, the majority of my 19 time comes into play the weekend of. 20 Q. Uh-huh. 21 A. Yeah. 22 Q. Okay. Fifty hours. What -- what all -- so in 50 hours 23 what all did you do? 24 A. I told you what I was doing. I was helping her plan 25 her wedding.
19 1 lot of people on there she used. So they were issued 2 -- you know, we discussed what was going to happen. 3 They were issued a quote. They then signed off on it, 4 paid the deposit, and then they were issued a contract. 5 Q. Okay. 6 A. And that was strictly for me. It had nothing to do 7 with the ranch. 8 Q. So between -- and what were you supposed to do in 9 exchange for that money? 10 A. I was supposed to start helping them plan their wedding 11 which I did. I was -- I only received a retainer to 12 save the date. I didn't receive the full amount. 13 Q. Okay. 14 A. So I started working to help them plan their wedding. 15 The main we did is we sat down and we had a meeting 16 about what she wanted, what type of food, how they 17 wanted it served. You know how many guests. How they 18 want the table set, what kind of decor. We had a long 19 sit-own meeting. I think it was her and her -- maybe 20 best friend, maid of honor. And then I like I said the 21 two ladies that were working at the ranch at the time 22 that were kind of in training and learning the ropes a 23 little bit sat down with me. And the four of us had a 24 meeting in the bridal suite and from that point on I 25 went on and started to -- the first thing I deemed	21 1 Q. You must have sent -- 2 A. And I was back and forth -- 3 Q. -- hundreds of thousands of emails -- 4 A. -- I back and forth with -- well, I spent several hours 5 in a meeting with her. 6 Q. Okay. 7 A. Okay. Hold on. 8 Q. So the other 38 -- 9 A. Maybe it wasn't 50 hours. Okay. But I -- 10 Q. Okay. 11 A. -- but I spent a lot of time. I -- I earned the \$1,000 12 that I got paid from them. And just if I could state 13 on the record no one ever asked me for a refund. 14 Q. Okay. 15 A. No one ever asked me, "Hey, I feel like you only did 16 this much money's worth." 17 Q. Well, do you want to give them a refund? 18 A. I would have had she asked me and not be sitting in 19 this office right now. 20 Q. Okay. So now -- 21 A. I probably would have, because I liked Charlie. 22 Q. Okay. 23 A. But I didn't get the opportunity to say yes or no for 24 that. 25 Q. Okay. So it's going to have to be a jury that gives it

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22 1 to her now? 2 A. Fine. I guess that's where we're going. 3 Q. Yeah. Yes, that's what a lawsuit is. 4 A. All right. 5 Q. All right. What about -- do you need a break or 6 anything? 7 A. No, I'm good. 8 Q. What about August 4th of 2020? It looks like you-all 9 communicate again and the price increase is out there. 10 You-all were talking about that. Do you recall any of 11 those conversations? 12 A. I recall having conversations with Charlie during the 13 entire process. So August 4th I'm not looking at the 14 paper, I don't know what that said, so I don't know 15 what to recall at this point. 16 Q. Well, I think that was the date that Charlie confirmed 17 the wedding would have to be rescheduled. Do you 18 recall that conversation when she finally said, "Look, 19 we're definitely going to have to reschedule it because 20 -- 21 A. I recall -- 22 Q. -- Covid is popping off"? 23 A. -- reaching out to her 24 Q. Yeah. 25 A. -- saying, "Hey, haven't heard from you. Just checking	24 1 Q. Okay. And so you would have -- then there will be a 2 bunch of phone calls, like your phone records would 3 show a bunch of phone calls between you and Charlie -- 4 A. Sure. Absolutely. 5 Q. -- between July 21st of 2020 and then August 4th of 6 2020? 7 A. Between me and Charlie or between me and Ron? 8 Q. Well, you and Charlie because it looks like you were 9 the proxy in the situation. You were the liaison for 10 lack of a better word; right? 11 A. Yes. 12 Q. Yeah, I mean you were the go-to? 13 A. Yes. 14 Q. You were Charlie's point of contact; right? 15 A. Yes, I was Charlie's point of contact. 16 Q. And so if Charlie had a concern about Covid, or her 17 family, or whatever she would need to go to you -- 18 A. Right. 19 Q. -- and say, "Hey, this is a problem;" right? 20 A. Right. 21 Q. Okay. 22 A. But I did explain to her on multiple occasions I do not 23 make the decisions. I do not have the final say. All 24 I can do is tell you that, yes, we can reschedule your 25 wedding. I do not know when. I do not know what. I
23 1 on you." No response for several days. Maybe even a 2 week. And then I recall responding back out to her, 3 "Hey, sorry to bother you. I know you're busy." I 4 knew that she was a nurse. She's a Covid nurse. I 5 knew she was stressed. I knew that Covid was ramping 6 back up, but, "Hey, just worried about you. Please let 7 me know what's going on. Is all okay and what you-all 8 are thinking?" Me being proactive reaching out 9 advocating for Charlie. 10 Q. And on that day, on August 4th of 2020, she's indicated 11 that you -- you said you were going to Ron, which 12 indicated to her that you hadn't done anything since 13 July 21st of 2020 in the way of getting with Ron, 14 expressing there was going to be a problem, exploring 15 options to fix the problem. Is that true or is that 16 untrue? 17 A. No, I got in -- I got with Ron immediately. 18 Q. Okay. So between July 21st of 2020 and August 4th you 19 did -- it's your testimony that you completed some work 20 on either rescheduling or fixing the problems that 21 Covid was causing? 22 A. Correct. 23 Q. Okay. Do you have any evidence that you completed 24 those tasks? Just the phone calls? 25 A. Just the phone calls.	25 1 do not know how much, but, yes, we can reschedule your 2 wedding. And we could have rescheduled her wedding. 3 So I did not lie to her. I did not give her false 4 information. I could not tell her when, where, what, 5 why, how much. 6 Q. Do you feel like you or any of the other Defendants 7 used the pandemic to profiteer -- 8 A. No. 9 Q. -- or -- or make money off of people? 10 A. No. 11 Q. Has anybody ever expressed that to you? 12 A. No. Not to me. 13 Q. But you still have the \$1,000? 14 A. I do. 15 Q. Ron has still has his \$4,000? 16 A. Right. And Charlie still got married without a mom. 17 Q. Yeah. 18 A. Yes. 19 Q. And without -- without the venue they paid for. Yeah. 20 A. Well, that wasn't our decision. That was hers. 21 Q. Wasn't it though? 22 A. No, it was hers. 23 Q. Was it? 24 A. Yes. 25 Q. I don't know.

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26 1 A. It was hers. 2 Q. Yeah. You know I've got to say I don't really blame 3 her for saying, "I'm not dealing with these people. 4 They're trying to charge me 50 percent more for one- 5 third of what I paid for. And by the way the wedding 6 planner won't call me back. She's been sitting on this 7 for two weeks." 8 A. Uh-huh. That's true. I know. 9 Q. I know. 10 A. I can show you phone records where I talked to Charlie. 11 You need to subpoena those. I'll be happy to find 12 them. 13 Q. I mean I'm sure he'll give them to us if they support 14 the case. 15 A. Okay. 16 Q. I mean I would. 17 A. Perfect. 18 Q. I'm surprised I don't have -- if that's what they show 19 I'm kind of surprised I don't have them now. 20 A. And also there was no charge -- like this what I kept 21 hearing in Ron's testimony -- deposition, you kept 22 insinuating that we charged her 50 percent more. We 23 did not charge her 50 percent. We had simply explained 24 to her that there had been a rate increase up to 50 25 percent more, but we did not say that that was going to	28 1 A. No, no, no, it's what you are implying, but what we are 2 not agreeing to. 3 Q. Yeah. 4 A. So. 5 Q. Okay. As far as you know did South Wind Ranch have the 6 ability to charge Gregory and Charlie the same amount 7 for getting married at a later date that they were 8 supposed to get married for on November 7th of 2020? 9 A. I don't understand your question. 10 Q. Ron makes the decisions for South Wind Ranch; right? 11 A. Right. 12 Q. In consultation with these other partners; is that 13 right? 14 A. Yes. 15 Q. Okay. 16 A. I don't make decisions. 17 Q. Okay. 18 A. Is that what you're saying, asking if I make decisions? 19 Q. Well, I'm talking about the price increase because 20 you're talking about supply and demand and we didn't do 21 this and we didn't do that and it was everybody else's 22 fault but ours. 23 A. No, we're not saying it was everybody else's fault. 24 Q. But I want to make sure I understand the decision to 25 increase prices was with South Wind Ranch alone; right?
27 1 affect her. 2 Q. Well, do you think it's problematic that it's described 3 passively instead of actively? 4 A. No. It was described passively. 5 Q. No, let me -- let me finish. You and Ron both keep 6 saying there had been a rate increase like there's some 7 mystical Wizard of Oz somewhere increasing rates. You- 8 all increased the price. You had the autonomy to do 9 it. Ron does and that's what he decided to do because 10 he wanted to make more money. It's as simple as that; 11 right? 12 A. Well, we -- we -- we went back and looked at supply and 13 demand at the beginning of 2021 or 2020 -- 14 Q. Yeah. 15 A. -- when -- when people normally make decisions about 16 their business going into a new year. 17 Q. Uh-huh. 18 A. We made the decision. He made the decision. I didn't 19 make decisions. He looked at the calendar and he 20 looked at stuff and he made decisions. Not every date 21 had a price increase. We didn't know at the time that 22 Charlie and Greg were going to cancel their wedding. 23 We didn't make any decisions based off of Charlie and 24 Greg is what you don't understand. 25 Q. I think I understand.	29 1 A. Right. 2 Q. Okay. That's all I'm saying. 3 A. Okay. 4 Q. I'm just saying that South Wind Ranch made the decision 5 to increase the price at a rate of 50 percent above 6 what they originally agreed to pay. That's all I'm 7 saying. 8 A. But you say "they". 9 Q. Charlie and Gregory. The Plaintiffs -- 10 A. The decision -- the decision made to increase the price 11 had nothing to do with Charlie and Greg. 12 Q. Okay. 13 THE WITNESS: 14 I don't -- 15 MR. ANTHONY: 16 You're fine. 17 THE WITNESS: 18 Okay. 19 MR. ANTHONY: 20 Just answer his questions. 21 THE WITNESS: 22 Okay. 23 EXAMINATION RESUMED BY MR. HAWKINS: 24 Q. So let's go to August 12th. And so this is I guess the 25 fifth communication since July 21st. She keeps

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30 1 reaching back out to you. July 21st, July 27th, July 2 29th, August 4th, August 12th. 3 A. Are you sure you're looking at the reach out being from 4 her and not me? 5 Q. Most of them, yeah. Uh-huh. Yeah, it looks like you 6 did text her on the 27th. And then you confirmed that 7 you hadn't done anything to talk to Ron in the past six 8 days, but I guess we'll figure that out. 9 A. I did confirm that? What did I say? 10 Q. You tell me. You wrote the text message. 11 A. I'm not looking at it. 12 Q. Neither am I. 13 A. I haven't seen it a long time. 14 Q. I'm looking at notes. 15 A. So you're taking -- 16 Q. You get your phone out. Look at it for -- 17 A. You're reading her words, the notes that you took is 18 what you're saying. 19 Q. I'm not saying anything. I'm asking you questions. 20 A. You told me that I confirmed not speaking to Ron. 21 Q. That's the notes I have. 22 A. Within in six days. 23 Q. If you disagree with that you can say that's not true. 24 A. That's not true then. I don't confirm -- 25 Q. Okay.	32 1 A. Okay. 2 Q. Look, I'll show it to you. These are my notes. I 3 don't have text messages printed out. 4 A. Well, you showed him email to like get -- like -- 5 Q. Yeah, I did that. 6 A. I can't -- I can't -- 7 Q. You're not -- are you Ron? You're not Ron, are you? 8 You're a different witness. 9 A. I am a different witness. 10 Q. Okay. 11 A. But I'm just saying you're -- you're talking about 12 something that I did with Charlie, but yet you're 13 referring back to an email that he did yet you showed 14 it to him in the beginning -- 15 Q. Right. 16 A. -- so that he could be familiar with it. 17 Q. Uh-huh. 18 A. You're not giving me that option? 19 Q. No. 20 A. Okay. 21 Q. But your attorney will. He will ask follow-up 22 questions. 23 A. Okay. 24 Q. I mean maybe. 25 A. Okay.
31 1 A. -- that that happened. 2 Q. Okay. 3 A. That I did not speak to Ron in six days. 4 Q. Okay. 5 A. Because I speak to Ron every day. 6 Q. Okay. I'm talking about -- I'm talking about speaking 7 with Ron about fixing the imminent problem. That's all 8 I'm talking about. 9 A. I spoke to Ron about fixing the imminent problem. 10 Q. Okay. And this is consist with what you're telling me. 11 You say on August 12th, 2020, or Charlie asks you, she 12 says, "Hey, have you talked to Ron about available 13 dates? I just don't want them all to book up." Do you 14 recall her writing that to you in a text message -- 15 A. Yes. 16 Q. Okay. 17 A. I do recall that. Do you recall my response? 18 Q. I don't -- I wasn't there. I don't recall anything. 19 A. You have it right there. 20 Q. The way I'm learning about the facts is asking you, a 21 witness, questions. 22 A. Okay. Then you're looking at it. 23 Q. I'm not. 24 A. Okay. 25 Q. I'm looking at notes.	33 1 Q. I don't know what he'll do. But you recall her saying, 2 "Hey, have you talked to Ron? I just don't want all 3 the dates to book up." Do you recall her expressing -- 4 A. Yep. 5 Q. -- that concern -- 6 A. Yep. 7 Q. -- on August 12th of 2020? 8 A. Uh-huh. Yes. 9 Q. About a month after the initial conversation about 10 concerns on July 21st of 2020? 11 A. Yes. 12 Q. Okay. And then you say, "Hey, yes, I'm sorry I thought 13 I already sent you some." So were you supposed to have 14 sent dates to Charlie between August -- between July 15 21st and August 20th and you forgot or what? It says, 16 "Let me get to him about that." That looks like to me 17 when you say, "Hey, yes, I'm sorry I thought I already 18 sent you some," that you didn't send any, any dates? 19 A. I cannot recall that -- that -- I mean I reached out to 20 Ron for dates. I let him know about her concern and 21 then I had to step back and wait, so. 22 Q. Did you ever tell Ron specifically after this August 23 12th communication, did you -- or at any time between 24 July 21st and this date did you ever tell Ron, "Hey, 25 Ron, the pandemic is going to keep them from getting

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34 1 married. We've got figure something out"? Did you 2 ever have that conversation with Ron? 3 A. No, because that was not what I believed. 4 Q. Okay. 5 A. I didn't believe the pandemic was going to keep them 6 from getting married, because it didn't keep them from 7 getting married. 8 Q. Okay. 9 A. I expressed to him that Charlie was concerned and 10 Charlie was worried and Charlie wanted some new dates 11 -- 12 Q. She was -- 13 A. -- that she could potentially reschedule to. 14 Q. Yeah. 15 A. That's what we did. 16 Q. Did she ever talk to you about the concern related to 17 her family about how important it was for her family to 18 be there? 19 A. I don't recall exactly. I know that we had several 20 conversations that were off wedding topic and I mean 21 I'm a mom so I would assume that that was very 22 important to her, but I don't recall her saying 23 specifically, no. 24 Q. Okay. Did you tell her that you were sorry about not 25 getting dates back to her on August 12th of 2020, on	36 1 2020, that Charlie was concerned that all the good 2 dates were going to be gone and that she had been 3 concerned for some time that all the good dates were 4 going to be booked up? 5 A. No -- no one told her that she could have a specific 6 date yet. So I don't know what she was concerned 7 about. 8 Q. I think she was concerned because she saw the writing 9 on the wall with the mandates and the shutdowns and 10 then I think that's why she sent the initial 11 communication back on July 21st of 2020, and then 12 that's why she sent another on the 27th, and the 29th, 13 and August 4th, and August 12th, and August 15th, and 14 August 16th. She kept communicating with you about, 15 "Hey, this is a problem. It's going to book up. This 16 is a problem. This is a problem." 17 A. Those -- those -- to my knowledge I do not have records 18 of those texts where she is day after day after day 19 coming to me asking for dates. 20 Q. Okay. 21 A. That did not happen. On more occasions than not we 22 either were on the phone together talking -- 23 Q. Just chitchatting? 24 A. Chitchatting. About stuff and the wedding and her 25 situation and her fear, but text messages were normally
35 1 the phone or via text message? 2 A. Apparently. I have no record of it. 3 Q. Do you recall talking to Charlie on August 15th of 4 2020, the next day and her telling you again to send 5 her dates? 6 A. I remember talking to Charlie different times and her 7 expressing to me that she was upset because she hadn't 8 gotten dates back and that she had reached out a couple 9 of times to Ron and that's when I explained to her that 10 he'd had -- he'd had surgery and that I knew of a fact 11 that he had been down for a couple of days due to his 12 surgery. 13 Q. Uh-huh. 14 A. And that I would definitely follow up and make sure 15 that someone -- he got back -- I mean not someone, that 16 he got back in touch with her as soon as possible. 17 Q. Did Charlie say to you on August 15th of 2020, "I 18 haven't gotten anything yet and I'm really worried 19 about every Saturday booking up"? 20 A. Apparently. 21 Q. Okay. Do you recall talking to her about that? 22 A. Yes, I just said I recall talking to her about -- 23 Q. Okay. 24 A. -- all of these things. 25 Q. So was it apparent to you at least on August 15th of	37 1 prompted by me, "Hey, have you heard anything? Hey, 2 what you-all decided?" And one that sticks out in 3 particular is that, "Hey, we're going to get back to 4 you. We're thinking we're going to scrap the whole -- 5 this whole thing anyway and get married on the side of 6 a mountain." Which is what she told me, which is what 7 you said she did, which is that you said you had a 8 great time being a part of it. 9 Q. It was a good time. 10 A. It looks beautiful. 11 Q. It was. 12 A. And I even complimented her -- 13 Q. The reception was a blast. 14 A. -- that day before I knew that we were fixing to be in 15 court. 16 Q. Yeah. 17 A. She did look beautiful. And I'm so glad that she got 18 married and I'm so glad that she had a great day with 19 those that could be there. Like he said we wish them 20 no harm. 21 Q. Well, she made us climb up the side of a mountain in a 22 suit so maybe I should sue for damages. 23 A. Maybe. 24 Q. It looks like on August 16th of 2020, you made the 25 statement that Ron is still working on getting dates

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38 1 and that he will send her some dates or something. Do 2 you recall telling her that? 3 A. Probably. I remember having multiple conversations 4 about still needing dates. 5 Q. So the -- and I know that we view this differently, but 6 I think what they're -- what they see as a problem is 7 that they start like -- you-all have both testified I 8 think that you knew about the pandemic and the problem 9 it could cause back in March; right? 10 A. Uh-huh. 11 Q. Is that a "yes"? 12 A. I'm sorry. Repeat that. 13 Q. You and South Wind Ranch both knew that about the 14 problems the pandemic could cause back in March? 15 A. Yes, we knew about those. 16 Q. Earlier than March? I mean in February? 17 A. We didn't know that -- no. I had a wedding on March 18 14th and the very next Monday we were in lock down. 19 Q. Okay. 20 A. I didn't have any privy information -- 21 Q. Okay. 22 A. -- about the pandemic. 23 Q. All right. All right. So we'll go with March then, 24 fair? 25 A. March 14th.	40 1 A. I'm not going to voluntarily -- 2 Q. -- that's why she has an issue with it. 3 A. -- ask her to cancel her wedding. 4 MR. ANTHONY: 5 Ashley, you've got to wait for him to finish. 6 THE WITNESS: 7 Okay. 8 Q. Yeah, I think that will help us all to understand why 9 there is a disagreement. 10 A. Okay. Is this is -- it's not understanding my role I 11 guess. My role is to not say, "Hey, Charlie, I'm sorry 12 you're worried, but let me look into the future and see 13 what we have available and offer it to you." 14 Q. I think that's exactly what you-all are supposed to do. 15 A. No, it's not. 16 Q. Look -- look into the future -- 17 A. She hadn't even made a decision she was going to cancel 18 yet. 19 Q. -- and see what dates are available. She told you on 20 July 21st she was knew that it was -- 21 A. She did not tell me on July 21st -- 22 Q. -- almost certainly you were going to -- 23 A. -- she was going to. She was concerned. 24 Q. -- to have to reschedule the wedding. 25 A. She did not say that. I asked her --
39 1 Q. Fair. 2 A. Was the date that we all learned that the world was 3 going to change. At least for me. 4 Q. Right. So what they see as a problem is they pay money 5 for you-all to organize and have this wedding and, you 6 know, part of that whole plan is for her wedding -- her 7 wedding party come here from Germany and all that 8 stuff. And then between March and July apparently 9 nothing has been done -- 10 A. No, that's not true. 11 Q. -- no, listen. Let me -- let me finish and then you 12 can correct me about what -- 13 A. Okay. 14 Q. -- you think I'm wrong about. And then nothing happens 15 between March and July. And then she says 16 specifically, "Hey, I'm worried about this pandemic and 17 the problems it could cause." No dates are provided. 18 Not on the 21st, not on the 27th, not on the 29th, not 19 on the August 4th, not on August 15th, not on August 20 16th. 21 A. She hadn't made a decision and asked for dates at that 22 point. 23 Q. It's not -- it's not on her to do all the work for 24 something she paid thousands dollars for you-all to do. 25 That's --	41 1 Q. I'm not asking what you what she said. 2 A. Well, if you will produce my text messages you can see 3 when we spoke about her rescheduling and it was that 4 time when I reached out and said, "Hey, I'm worried 5 about you. I'm just checking in. Have you-all made 6 any decisions?" And she said, "I think we're going to 7 scrap the whole thing and get married on the side of a 8 mountain." That was in August maybe. I don't remember 9 because I don't have it in front of me. 10 Q. After August 16th? 11 A. Maybe. I guess. I don't have it in front of me. 12 Q. Well, at some point you conveyed these two dates, this 13 Saturday, September 11th date and Saturday, September 14 25th date? 15 A. I conveyed them? 16 Q. I think. I'm asking you did you? 17 A. I don't -- I don't recall conveying any dates. I 18 recall repeatedly saying the dates come from Ron. 19 Q. You-all -- you-all providing those and I just -- you 20 don't have take any advice from me, but you really 21 don't need to get worked up. 22 A. I'm not worked up. We've been here for six hours and 23 the same question has been answered -- 24 Q. Yeah. 25 A. -- a hundred times.

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42 1 Q. Yeah. 2 MR. ANTHONY: 3 I think advice goes both ways. 4 Q. Yeah. I mean, you know, he's going to get to depose my 5 people, you know. 6 A. Okay. That's great. 7 Q. I'm going to make sure they don't get worked up. 8 A. Like I say we have -- 9 Q. Do you need a break? Do you need to -- 10 A. I don't need a break. I just need to be done with 11 this. 12 Q. Do I need to get you need a drink or something? 13 A. No. Maybe when this is over. 14 Q. Okay. 15 A. I just need for this to be done. 16 Q. All right. I probably have 45 more minutes. 17 A. Okay. Perfect. 18 Q. All right. 19 A. Awesome. 20 Q. I've got a doctor's appointment. 21 A. Good. 22 Q. So I can't be here too late. 23 A. Okay. 24 Q. All right. Okay. So at what point did you learn about 25 the price increase?	44 1 in some way. 2 Q. Did you-all have any -- did you-all make any efforts to 3 fill the spot where Gregory and Charlie were supposed 4 to get married? 5 A. We made the date available on our calendar as people 6 toured. To my knowledge I asked him if he would do 7 that because I knew that was something that I had 8 expressed to her. I think the only way you're going to 9 get a refund is if we sell the date. Will we sell the 10 date this close in advance? I mean this close to the 11 date? Who knows. I made -- I -- I told Ron that they 12 were looking to reschedule and that he can make that 13 date available on his calendar for his tours. 14 Q. Okay. 15 A. That's what we did. That's all we could do. 16 Q. Anything else? 17 A. (Shakes head.) 18 COURT REPORTER: 19 "No"? 20 A. No, not on that topic. 21 Q. Did you -- 22 A. Can you read my hand gestures? 23 Q. Did you do anything -- did you do anything to find -- 24 did you ever consult with Ron about the fact that you 25 needed to find something comparable to what was lost?
43 1 A. Early 2020. That there was going to be a price 2 increase, early 2020. 3 Q. Did you ever have -- or how many conversations did you 4 have with Charlie specifically about the price 5 increase? 6 A. Maybe one when I told her that there is -- 2020 fall 7 days might have a price increase because it's in high 8 demand. 9 Q. Uh-huh. 10 A. When she was considering rescheduling it was maybe more 11 of an advice situation. Like, "Hey, I know that 12 there's a price increase in the fall of 2021, because 13 it's in high demand." So it was more of a talking her 14 through this and like, "Hey, you know he's going to 15 offer you a date and it's going to be rescheduleable. 16 We're going to be able to reschedule your date. It may 17 not be November 6th and 7th or 7th and 8th of 2021, 18 because it's going to be more expensive. You may not 19 want to pay the additional fees. Okay. He's going to 20 offer you some dates that he can give you another slot 21 and time and not charge you a dime to go over there. 22 But had they gotten less he would have given them a 23 refund. 24 Q. Okay. 25 A. He would have -- he would have or altered their package	45 1 In other words, if they're going to reschedule it needs 2 to be for the same block of time, it needs to be the 3 same price? Did you talk to Ron about those issues? 4 A. Yes. Yes, I mean I always do. I think that's fair. I 5 would -- I would want that as a consumer myself as a 6 bride. I talk to Ron a lot as a mother with two girls 7 in their 20s that is going to be paying for wedding in 8 the near future. 9 Q. Yeah. 10 A. It's what I would expect, what I would want. 11 Q. So was that -- can we agree that it was not 12 unreasonable for Gregory and Charlie to want the same 13 amount of time for the same amount of money that they 14 originally purchased? 15 A. Correct. And I think -- I know that we don't know the 16 specifics on this yet, because I know this is a big 17 topic for you-all, but I recall that one of those 18 weekends was apples to apples, except it for wasn't in 19 November. 20 Q. What is apples to apples? 21 A. Apples to apples. Your dates. You're saying is the 22 three day weekend. 23 Q. I thought you were describing some festival in TR or 24 something. 25 A. No. Apples to apples versus oranges to oranges or

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46 1 apples to oranges. You know that whole analogy. But 2 apples to apples would be, the perfect apple to apple 3 would be Charlie and Greg getting to reschedule their 4 wedding to November 7th and 8th of 2021 for no 5 additional money and everything being hunky-dory. That 6 would be apples to apples. 7 Q. Okay. 8 A. Okay. Apples to oranges a little bit different. Maybe 9 that Friday night is not there, you know, but, hey, I 10 can still give you that weekend but you can't have the 11 whole weekend because we've already sold the Friday. 12 Q. Okay. 13 A. Blah, blah, blah. But I do recall, this is just my 14 recollection, I'm not -- I mean I'm not swearing on my 15 life on it -- 16 Q. You're swearing under oath. 17 A. Well, I'm not swearing on it. I'm recalling that one 18 of those weekends was a Friday and Saturday. And 19 you're thinking that Sunday is another day and it's 20 not. They still could have checked out on Sunday. 21 They would have checked in on Friday. They would have 22 had their rehearsal activities, party, whatever it is 23 they wanted to do that day. They would have gotten 24 married on Saturday. They would have spent the night 25 on Saturday night. They would have left Sunday	48 1 Q. And what they were under the impression was, and what 2 it looks like to me from the record from talking to 3 you-all, is that during this time, you know, she 4 expresses a concern and she's saying, "Hey, we've got 5 figure this out. We've got to find a date." You-all 6 do anything and during that time you aren't doing 7 anything all the dates book up because -- and let me 8 finish, because Ron is showing the property like crazy. 9 Now, you can tell me however that's wrong. 10 A. Well, I feel like that -- that whole conversation was 11 prompted when I reached back out to them in July to say 12 -- or August, I can't remember when it was, whenever 13 that was that I reached out and said, "Hey, I'm just 14 checking back out on you to see what you-all made a 15 decision to reschedule or not because I know the 16 property is showing is like crazy." That was me being 17 proactive with her. I don't know where I became the 18 villain, but apparently I'm the villain. But I was 19 literally 100 percent tried to be proactive with her 20 the entire time. Once I realized it was a definite 21 concern for her and once I had the compassion that you 22 say we don't have for her that her mom wouldn't be 23 there or her -- I don't even know exactly know who all 24 the family was. I do recall that mom was one of them, 25 but I don't recall --
47 1 morning. One of those weekends was available in that 2 entire capacity and in my recollection Charlie said, 3 "It's still too hot in September. I don't want that 4 date." And that's when things went way south. That's 5 my recollection. 6 Q. Okay. 7 A. That was just kind of apples -- well, it's not even 8 apple to apple. Like I said November to November is 9 apple to apple. So it's an apple to orange. 10 Q. Okay. 11 A. I'm not trying to be funny. I have a lot to do. 12 Q. Did you ever tell Charlie after these conversations 13 that Ron was touring like crazy these past couple of 14 weeks. That period -- that 12 day period we were 15 talking about earlier, did you ever make the statement 16 to Charlie, you know, he's been showing property. He's 17 been touring like crazy? 18 A. Probably. I mean we show the property like crazy all 19 the time. I mean those were my words. You probably 20 took my words. We show the property like crazy. I 21 mean yesterday he showed the property five times. I 22 was there for work and working with our admin and he 23 said, "Hey, good to see you. I'm probably not going to 24 see you before you leave. I've got five tours back to 25 back." I was like okay.	49 1 Q. Her mom lives here. She was concerned about all her 2 cousins and her extended family because they all live 3 in Germany for whatever that's worth. 4 A. I would get married -- never mind it doesn't matter 5 what I would do. Never mind. 6 Q. Did Charlie tell you that she was frustrated because 7 she had asked for dates like two weeks ago and she 8 didn't have any? Did she ever tell you that? 9 A. I mean I -- I feel like yes we had that discussion in 10 our text messages and I said, "Well, I'm sorry. I'll 11 reach back out to Ron and make sure he gets to you. I 12 do know he's been under the weather. He had surgery." 13 Like, yes, we had that conversation that she was 14 frustrated and that I was going to try to go to bat for 15 her. 16 Q. And did you tell her that you were sorry about what 17 happened? 18 A. I'm sure. 19 Q. And was that an acknowledgment of failure to provide 20 dates for the past two weeks? 21 A. I was never supposed to provide dates. I was to 22 supposed to act as liaison on Charlie's behalf to get 23 Ron to focus and get her some dates. I can't make Ron 24 do anything. 25 Q. And did you -- did you tell Charlie that you had told

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50 1 Ron Charlie was frustrated? 2 A. I don't recall telling Charlie that I told her that he 3 was frustrated, but I'm sure I did. I'm pretty direct 4 with Ron. If I feel like he needs to hear it I'll tell 5 him. So I'm sure I said, "Hey, Charlie is frustrated. 6 We need to hone in and get her some dates." 7 Q. Did you ever see the September 26th, 2020, email 8 correspondence between Ron and Charlie? 9 A. I did only after he forwarded it to me. 10 Q. Okay. 11 A. And I was blind sided. I was like, "Whoa, wait. She's 12 mad. She threw (sic) me under the bus. Wait. What 13 happened? Where are we going? When did this come 14 about?" That was my response. 15 Q. So he received an email and then immediately forwarded 16 it to you so you could see what was going on? 17 A. I don't know if it was immediate, but I did eventually 18 receive it but I know that I stopped being copied on 19 any correspondence from Charlie where in the beginning 20 I was, you know, a big part of everything. And 21 apparently I'm the one that dropped the ball, but yet I 22 stopped being copied on any correspondence, including 23 being asked for a refund, including being told that I 24 was fixing to be sued. 25 Q. Who told you you were fixing to be sued?	52 1 Object to form. 2 THE WITNESS: 3 Can I answer or not answer? 4 Q. You have to -- 5 A. Oh, I have to answer it. I'm sorry. Yes, I don't 6 think that that was a bully tactic. I read that. I 7 mean I listened in while you-all were talking about 8 that and I can see where that might be taken that way, 9 but he's not a bully. And he would never -- 10 Q. I'm just asking why you think -- because you know him 11 and you know how he is. I don't know him. You do. 12 A. I think it was just, hey -- like he said like this -- 13 like it was a way to be like, "Hey, I'm not trying to 14 be the bad guy." It was a way to make him not look 15 like the bad guy, because he doesn't ever want to be 16 the bad guy. And he does have people he has to answer 17 to. He has to answer to his -- you know, his -- 18 Q. Partners? 19 A. -- partners and he has to answer to his staff and his 20 team that hold him accountable for things when we get 21 upset about stuff. He has to answer to people and he 22 -- one of the things that we get most frustrated with 23 Ron about is that he is a softie and he tries to give 24 too much all the time where we have to kind pick up the 25 pieces, but.
51 1 A. Nobody. I got a letter from Ron one day when I got 2 there. 3 THE WITNESS: 4 What did we get? 5 Q. He can't. You're under oath. 6 A. I'm sorry. Yeah, I forgot. I'm sorry. We got I guess 7 a letter. What do you call those things? 8 Q. A complaint? 9 A. I guess. 10 Q. You would have been served with a Summons & Complaint? 11 A. Yes, sir, I was served with papers. Well, I wasn't 12 served myself. Like it was just at the ranch when I 13 got there. Like no one served me with papers except 14 for this letter. That it named me in the lawsuit I 15 guess. So I had no opportunity to make right or wrong 16 on anything in the situation. I was cut out of the 17 loop completely once they weren't happy with their -- 18 the dates that were given. 19 Q. You know Ron pretty well, don't you? 20 A. Uh-huh. 21 Q. Why do you think he was the first one -- 22 A. Yes. 23 Q. -- to bring up his legal team in the email 24 correspondence? Why do you think he did that? 25 MR. ANTHONY:	53 1 Q. A walking embodiment of compassion? 2 A. He is a great -- 3 MR. HAKALA: 4 There you go. 5 A. -- person. I mean I'm not -- I'm not sitting here. 6 I'm just saying I wouldn't have worked for him if he 7 was a dirt bag for three years. I wouldn't. You can 8 see by my personality just sitting here that I'm not -- 9 I wouldn't, but we're not -- we're not bad people. 10 Q. You knew that Charlie was working in the Covid ICU at 11 the time; right? 12 A. Yes. 13 Q. And so you knew that she was stressed out about that -- 14 A. Yes. 15 Q. -- anyway? 16 A. Yes. 17 Q. And so any stress that she would have endured because 18 of this whole wedding situation would have been 19 exacerbated; right? 20 A. Right. 21 Q. I'm sorry for the personal nature of this, but how much 22 do you make for working with South Wind Ranch? 23 A. Last year I think it was a little over 50. This year 24 it's -- it just really depends on the event. It 25 depends on how big it is, how long it is. But on -- I

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54 1 mean seriously on our coordination contracts it varies 2 anywhere from 900 to \$2,500 and that's split. That's 3 just -- that's a rate and it's split between the team, 4 so. 5 Q. Okay. 6 A. Last year I netted -- I mean I earned about 50,000. 7 Q. Have you ever been charge or convicted of a crime? 8 A. No. 9 Q. Have you ever been accused of anything fraudulent in 10 nature? 11 A. Not to my knowledge. Not accused, no. 12 Q. Have you -- 13 A. I mean not accused or even -- 14 Q. Yeah. 15 A. Not to my knowledge. 16 Q. I got it. Have you ever given testimony in a 17 deposition or in court before? 18 A. No. 19 Q. Family Court, Workers' Comp, an arbitration, anything 20 like that? 21 A. No. 22 Q. Is there anything you specifically want to put on the 23 record about this lawsuit or about your defenses in 24 this lawsuit? 25 MR. ANTHONY:	56 1 have that account. So now everything is strictly 2 through South Wind Ranch. 3 Q. Well, for insurance purposes it matters who the carrier 4 was of a policy that covered the time in question. Did 5 you have a carrier -- did you have an insurance carrier 6 or a policy during the time that you were talking to 7 Charlie about all this stuff? 8 A. No, I did not. 9 Q. You didn't have a general liability policy with your 10 business? 11 A. I did not. 12 Q. What about with your home? 13 A. No, I do not own my home. We are -- we are renters, 14 so. 15 Q. You don't have any liability insurance anywhere that 16 you know of? 17 A. No, not that I know of. 18 Q. Okay. 19 A. I have health insurance. I have life insurance, but 20 that's all I have. 21 Q. Yeah, I can't do nothing with that. 22 A. Car insurance. 23 Q. Well, I -- 24 A. You can tell me to be quiet. 25 MR. HAWKINS:
55 1 Object to the form. 2 A. Well, I mean outside of the fact that like I said I 3 never had an opportunity to offer any kind of 4 restitution if they were looking for that from me. 5 They never asked for their money back. I was never 6 asked. I was never asked. I don't know what I would 7 have done, but I like Charlie and I probably would have 8 given her some money back. I probably would have 9 deducted the 50 hours that I worked or whatever, but I 10 would have done something to try to make her not walk 11 away with a sour taste in her mouth with us, but I was 12 never given the opportunity. 13 Q. Did you ever -- I know that Ron or his representative 14 has some communication with South Wind Ranch's 15 liability insurance policy carrier. Did you ever -- 16 did you ever turn this matter over to an insurer for 17 your business or for your home? 18 A. Me? No, I don't have the capabilities to turn anything 19 over to his insurance. 20 Q. No, I'm talking about -- do you have insurance for your 21 business, for your business at the time Honey -- what 22 was it called? 23 A. HoneyBook? 24 Q. Yeah. 25 A. No, I did not turn anything over that and I no longer	57 1 I don't think I have any more questions, Jay. Just 2 answer any questions your attorney has. 3 MR. ANTHONY: 4 I don't have anything. 5 MR. HAWKINS: 6 Okay. 7 THE WITNESS: 8 Well, I would like to -- sorry. 9 MR. HAWKINS: 10 Do you want to go back on the record? 11 MR. ANTHONY: 12 No. 13 THE WITNESS: 14 Can I go back on the record about that stupid review? 15 MR. HAWKINS: 16 Sure. 17 THE WITNESS: 18 Can I give you my rebuttal to that and I will send it 19 to you in writing? 20 MR. HAWKINS: 21 Yeah. Yeah. Well, you have to give it to me now if 22 you want it to be part of your deposition. 23 THE WITNESS: 24 Oh, I'll have to find it. 25 MR. HAWKINS:

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58 1 Okay. 2 THE WITNESS: 3 No, this is -- this is -- I'm sorry. I'm going to get 4 in trouble. 5 MR. HAWKINS: 6 You can stop now or you can go on. 7 THE WITNESS: 8 Can I just give you a statement on it? 9 EXAMINATION RESUMED BY MR. HAWKINS: 10 Q. Yeah. 11 A. Okay. That Karen J was mother of the bride from that 12 October wedding. 13 Q. Uh-huh. 14 A. Karen was never in the picture at all. The daughter 15 and the grand, her daughter and the grand paid for the 16 entire wedding and also hired me. Anyway she showed 17 day of and was kind of a turd about everything. And 18 that's sparked a review, which again sucker punched us, 19 but -- 20 Q. Did you get into it with her? 21 A. No, I just -- I wrote her a rebuttal about it and I 22 couldn't write it on the Wedding Wire because I'm not 23 the -- I'm not the person that owns the Wedding Wire 24 suite or whatever. So I wrote her a personal rebuttal 25 and, you know, just apologized for any crossed hairs we	60 1 Jay, would you like to jump in front of her -- 2 MR. ANTHONY: 3 I have nothing else. We are finished. 4 (THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION CONCLUDED 5 AT 5:37 P.M.) 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
59 1 might have, but then also explained things we didn't 2 agree on and how much I did love working with her 3 daughter and how I did respond and, you know, whatever. 4 But anyway. 5 Q. So when I put -- when I put her -- you can't listen to 6 him telling you to quit testifying. You just have to 7 answer. 8 A. Yeah. 9 Q. So if we put her up and these other people that wrote 10 bad reviews as part of our case in chief and they all 11 testify before you-all go do you think that's going to 12 look like you're trying to explain away their negative 13 experience? 14 A. No. I don't think so. I think if anybody was in the 15 room with that woman they would see that she's just not 16 a happy person. But, no, I think that our other 17 reviews outweigh the bad and those are far and few 18 between. And, you know, you can't please everyone. 19 You're not going to have perfect reviews on your 20 business. 21 Q. It's pretty close. 22 A. Well, we're pretty close, too. 23 Q. Actually I think they are real good as shocking as that 24 might be to you-all. I don't have any more questions. 25 MR. HAWKINS:	61 1 CERTIFICATE OF REPORTER 2 3 I, RACHEL H. WOOD, a Notary Public in and for the State 4 of South Carolina, do hereby certify that the foregoing 5 deposition was taken before me on the date and at the time 6 and location stated on page 1 of this transcript. 7 That the deponent was duly sworn to testify to the 8 truth, the whole truth, and nothing but the truth. 9 That I am not related to nor the employee of any of the 10 parties hereto, nor related to or employed by any attorney or 11 counsel employed by the parties hereto, nor interested in the 12 outcome of this action. 13 14 15 _____ 16 Rachel H. Wood, Reporter 17 Notary Public for South Carolina 18 Commission Expires: 02/13/2029 19 20 21 22 23 24 25

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VERIFICATION

PERSONALLY appeared before me the undersigned, who, after first being duly sworn, states the following:

I provided the facts and information for the allegations that are the basis for the Complaint. The allegations in the Complaint are true to my own knowledge, except those stated therein to be based upon information and belief, and, as to those, I believe them to be true.

Print Name:

CHRISTIAN MENANDS

Signature:

Christian Menands

SWORN TO BEFORE ME

this 7 day of May, 2021.

Monica Brody
Notary Public for South Carolina
My commission expires on



13:09



Ron

7pm but I would like to discuss our options for rescheduling for Fall 2021 when you have a minute. Thanks

R u looking for a one day or 2 day event?

We originally had friday-sun morning. Still looking for 2 days but the most important thing is having a Saturday

Read 8/16/20

We restructured our offerings for 2021 and certain weekends require a 2 day. Especially in prime season. We also increased prices by seasons. I may have one October weekend opening up. It's \$14,580. I'd give u what you paid so far towards that if interested. I think it's the 15th or 16th. I'm on tour so not in office. Otherwise I only have the dates I gave to Ashley. Let me know and I can respond later. Ron



Messages



12:54



AB

Ashley >

Hey! Sorry to get back to you so late. We're switching everything around so we can still get married this year with just a couple people and it's been pretty stressful. I'll get back to you soon regarding next year!

Sat, Sep 12, 13:09

Ok let me know if you need any help with anything.

Tue, Sep 15, 17:09

Hey! We've been trying to get a hold of Ron regarding our options and haven't gotten a call back. Can you let him know to give us a call next time you see him?

Yes did you call him this week?
He had surgery yesterday and is on some good drugs. Haha

Oooo okay I gotcha. I'll wait until later on this week! Thanks

Delivered



Message



12:53



Ashley

iMessage

So only 2 Saturday's left?

That's what he sent me. Maybe reach out to him as well. He won't mind a 8pm phone call. He works all the time.haha

Okay I'll have to call him. I really wanted a Saturday and it's still hot as crap in September. I was just under the impression he still had plenty of availability

Yes call him. I'm not sure. I know he had been touring like crazy these last couple of weeks.

Well it's just frustrating since I asked for dates almost 2 weeks ago and he probably still had a date or two then. I know you thought he got them to me but he didn't

I know I'm
Sorry. Text Ron and just let him



iMessage



Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

July 20, 2023

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Jul 21 2023
SC Court of Appeals

s/ Joshua T. Hawkins

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