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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY

Daniel Coble, Circuit Court Judge

Lower Court Case No. 2022-CP-40-05305

George Gallo, Appellant,

v.

Autumnwood Crossing LP and Intermark Management Corporation,
Respondents.

Appellate Case No. 2025-000757

RETURN TO RESPONDENT'S MOTION TO STRIKE

Respondents have moved this Court to strike Appellant's designations of exhibits that were attached to its Rule 59(e) motion and filed with the lower court and to require Appellant to file an Amended Initial Brief without citations to these exhibits. Because these exhibits were filed with and presented to the lower court, they are proper for inclusion in the Record on Appeal and this Court should deny the motion.

Legal Framework

Rule 209(b) of the South Carolina Appellate Court Rules provides that designations may only include matter that may properly be included in the Record on Appeal and shall not include matter that is irrelevant to the appeal. Rule 210(c) of the Appellate Court Rules provides that the Record on Appeal shall include all matter designated by a party to be included, but "shall not . . .

include matter which was not presented to the lower court or tribunal.” Rule 210(c) further provides that:

Where a portion of a page of the trial transcript, or a page of an exhibit or document, is to be included in the Record on Appeal, the entire page shall be included. *When a portion of an order, judgment, decision or pleading is to be included in the Record on Appeal, the entire order, judgment, decision or pleading shall be included in the Record,* to include the caption and signature(s); provided, however, that the portion of a pleading showing verification or service shall not be included unless relevant to the appeal.

Accordingly, when portions of a pleading, such as a Rule 59(e) motion, are designated for inclusion in the Record on Appeal, the entire motion must be included, even if the motion includes arguments that are not raised on appeal.

Argument

The crux of Respondent’s argument in its motion is that the exhibits attached to the Rule 59(e) motion were presented to the lower court *late*, not that the exhibits were not presented at all. Respondent does not contend that *the issue* raised in Appellant’s Initial Brief was raised for the first time in post-trial motions or on appeal. Instead, Respondent maintains that *the exhibits* which were offered to support a previously raised argument should not be allowed to be included in the Record on Appeal.

The exhibits that Respondent asks this Court to strike are attached to this Return and were also attached to Appellant’s Rule 59(e) motion. As this Court can see by the electronic filing time stamp on the right-hand side of the documents, they were filed with, and therefore presented to, the lower court. Exs. 1-5. Appellant did not raise on appeal any argument that was raised for the first time in this Rule 59(e) motion.

Respondent cites several cases in support of its argument that a Rule 59(e) motion cannot be used to introduce new arguments or new evidence that could have been presented earlier. However, the cases cited by Respondent do not support its motion to strike the designated exhibits.

For instance, *Spreeuw v. Barker*, was a complex cross-appeal from a child-custody dispute. 385 S.C. 45, 682 S.E.2d 843 (Ct. App. 2009). One of the father's arguments on appeal in *Spreeuw* was that the family court had "improperly added ordinary business expenses to his gross income." *Id.* at 67, 682 S.E.2d at 854. Specifically, the father argued that his "total vehicle expenses amounted to \$7,037, not \$7,884.37 as set forth by the family court." *Id.* at 68, 682 S.E.2d at 855. This Court found that the father had listed "automobile expenses" as \$7,884.37 in his income report and that the family court had accordingly not erred in concluding the correct amount was \$7,884.37. This Court also noted that father had submitted contradictory evidence to the family court as to whether his vehicle expenses were \$7,037 or \$7,884.37 and that "in light of the contradictory evidence submitted by Father to the family court, we cannot conclude the family court erred in determining his vehicle expenses . . . equaled \$7,884.37." *Id.* This Court went on to state: "Moreover, Father's [evidence supporting the \$7,037 amount] appears only as an attachment to his Rule 59(e) motion" and therefore "cannot be considered on appeal." *Id.* at 68-69, 682 S.E.2d at 855. This Court's conclusion regarding the consideration of an exhibit attached to a Rule 59(e) motion thus appears to be extraneous to its ultimate holding and was not made in the context of a motion to exclude the exhibit from the Record on Appeal altogether.

Respondent also relies on this Court's decision from *Hickman v. Hickman*, 301 S.C. 455, 392 S.E.2d 481 (Ct. App. 1990) which was cited in the *Spreeuw* opinion. But *Hickman* did not deal with a motion to strike, nor did it deal with a Rule 59(e) motion that included exhibits not previously filed with the lower court. In *Hickman*, the wife made *a new argument* in her Rule 59(e)

motion which the family court denied. On appeal, this Court noted that “[a] party cannot use Rule 59(e) to present to the court *an issue* the party could have raised prior to judgment but did not.” *Id.* at 456, 392 S.E.2d at 482 (emphasis added). “[T]here is a difference between raising an issue for the first time in a post-trial motion and citing supplemental authorities in the post-trial motion on an issue that has already been raised.” Jean Hoefer Toal et al., *Appellate Practice in South Carolina* 189 (3d ed. 2016).

The arguments made in Appellant’s Initial Brief are the same arguments that were made at the summary judgment stage. And while the exhibits attached to the Rule 59(e) motion had not been previously filed with the Court, they are not disputed documents. They include the lease agreement between the parties, Respondent’s 30(b)(6) deposition transcript, Respondent’s answers to standard discovery requests, and emails between Appellant’s and Respondents’ counsel. These undisputed documents, which primarily include admissions by Respondent, were presented to the lower court.

Conclusion

The exhibits are properly designated to be included in the Record on Appeal and this Court should deny Respondent’s motion to strike and accept Appellant’s Initial Brief as already filed with this Court.

(signature page follows)

Respectfully submitted,

s/Adam Ruffin

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Attorneys for George Gallo

September 22, 2025

EXHIBIT 1


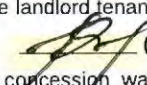
AUTUMNWOOD-GALLO LEASE

INTERMARK MANAGEMENT CORPORATION

Section 42 Lease Agreement

STATE OF SC
COUNTY OF LEXINGTON

This agreement (Lease) is entered into this 03/14/2022 whereby Autumnwood Crossing, (Landlord) hereby leases unto George L Gallo (Tenant) both jointly and severally the apartment known as 306 a 2 bedroom apartment (Premises) located at 207 Topsider Court #306, Lexington, SC, 29072, Lexington, SC 29072 for a period of 12 months commencing on the 04/01/2022 and ending on the 03/31/2023 for a total sum of \$8,700.00 including base rent plus options (see addenda) payable in advance, without notice, deduction, set off, or demand on the first day of each month in equal monthly installments of \$725.00. A pro-rated rent amount of \$ 725.00 will be paid for the period to 04/01/2022 to 04/30/2022. The rent is payable to Autumnwood Crossing. After the close of business on the 5th day of the month, a late fee of \$ 75.00 will be charged. **IF RENT IS NOT PAID BY THE CLOSE OF BUSINESS ON THE 10TH OF THE MONTH, LANDLORD MAY PROCEED TO TERMINATE THIS AGREEMENT FOR NON-PAYMENT OF RENT, IN WHICH CASE, COSTS INCURRED BY SUCH ACTION SHALL BE CONSIDERED ADDITIONAL FEES TO BE PAID BY THE TENANT. ALL PAYMENTS MUST BE PAID IN ELECTRONIC FORM AND INITIATED IN THE ONLINE PORTAL SYSTEM.**

 (Tenant Initials)
 (Tenant Initials)

Resident agrees that the above specified rent may be increased during the initial term and/or any renewal term of this Lease. Landlord agrees that the resident will be provided with a thirty (30) day written notice of any such increase. Any such increase will be based on allowable landlord tenant law.

Concession Agreement: Tenant is receiving \$ as a concession. In the event of early lease termination in which a concession was given, tenant acknowledges and understands that they will be required to reimburse total concession amount. This amount is due in full upon vacating.

This Lease is subject to the following terms, covenants, community policies, rules and regulations which the Landlord and Tenant (collectively referred to as "The Parties") agree to keep and perform.

LANDLORD AND TENANT AGREE:

1. Security Deposit: Landlord hereby acknowledges receipt from Tenant the sum of \$ 250.00 paid prior hereto, to be held as security for the faithful performance by the Tenant of the covenants, conditions, community policies, rules and regulations contained herein. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to default of Lease or for damage to the Premises by the Tenant, Tenant's family, agents, employees or guests, and other persons on the Premises with Tenant's permission or whom Tenant allowed access in excess of ordinary wear and tear. It is understood and agreed, however, that irrespective of said Deposit, rent shall be paid when due, in accordance with the terms hereof. The Tenant shall have the right to be present and Landlord hereby recommends Tenant do so when the Landlord inspects the Premises after the Tenant quits and surrenders the Premises. The amount withheld for damages or cleaning charges will be based on Addendum D - Move-out Cost Schedule and/or reasonable charges determined by the Landlord for cleaning or repairs. After Tenant vacates the Premises, thus returning possession to the Landlord, the Landlord will not allow the prior Tenant the option of contracting out cleaning or repairs to the Premises for any reason. The Security Deposit or remaining portion thereof may be refunded after Premises are vacated by Tenant provided that (a) Tenant remains in possession of the Premises for full term of the Lease, (b) Tenant gives Landlord the proper sixty-day written notice of intent to vacate, c) Premises are left in the condition existing at the commencement of this Lease, ordinary wear and tear excepted, (d) all keys are returned to Landlord, and (e) all rent and utility fees due are paid in full. Tenant shall not be entitled to any interest on said Security Deposit unless agreed to. In the event of a sale of the Premises by Landlord, the Landlord shall have the right to transfer the Security Deposit to the vendee, or other transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant without the prior written consent of Landlord and any attempt to do so shall be void. Security Deposits may be held in a non-interest bearing escrow account. Any refund of the Security Deposit will be mailed to the address given in writing by Tenant and made payable to **all parties** listed as Tenant. Any variation from this policy **must** be requested in writing by Tenant(s).

2. Possession Prior to Commencement of Lease: If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any apartment of Landlord other than the Premises at any time, Tenant agrees that such occupancy shall be deemed to be under all of the terms, covenants, community policies, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy unless otherwise agreed to between the Parties.

3. Bank Returned Checks: Rent payments made by ACH or check which do not clear the bank subject the Landlord to additional expenses for bookkeeping and clerical services. Therefore, Tenant will pay to Landlord Autumnwood Crossing \$35.00 for each bank returned item along with late charges and legal fees. Tenant may be subject to delinquent rent proceedings as well as criminal prosecution for the unpaid bank returned items. Certified funds will be required on all future payments, unless documentation is provided of error on the part of the bank.

4. Definition of Rent: The periodic monthly payment shall be \$ 725.00 per month and is comprised of the following: Base Rent of \$ 725.00 per month and options (see addenda) of \$ per month. The Base Rent on the Premises is determined based upon the median income for LEXINGTON County, which is adjusted annually by HUD. All other payments from Tenant to Landlord required under the terms of this Lease, including attorneys' fees and court costs, shall be deemed additional fees due and payable upon request. Upon promulgation by HUD of the new income tables, Landlord may increase rents pursuant to the program limits upon 30 days notice to Tenant of any such increase.

5. Administrative and Attorney Fees: In the event Tenant, Tenant's family, agents, employees or guests, and other persons on the Premises with Tenant's permission or whom Tenant allowed access violate any term or provision of this Lease, the community policies or the rules and regulations thereof, and the Landlord pursues legal action because of any such violation, the Tenant shall pay such reasonable administrative or attorney fees, as allowed by the site's applicable governing program regulations. Tenant shall be liable for such filing fees, whether or not Landlord institutes legal proceedings, as allowed by the site's applicable governing program regulations. However, where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in a monetary judgement in favor of the Landlord, those reasonable fees for which Tenant shall be liable to Landlord shall not be less than 15% of said

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Judgement.

6. Alterations: No repairs, alterations or changes in or to said Premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord. Tenant shall not paint or wallpaper any portion of the Premises without prior written consent of Landlord and shall be responsible for the cost of restoring said Premises to the original condition if any modifications are made.

7. Compliance with Community Policies or Rules and Regulations: The Tenant acknowledges receipt of the community policies or rules and regulations and further acknowledges that the same shall be considered a part of this Lease. The Tenant, Tenant's family, agents, employees or guests, and other persons on the Premises with Tenant's permission or whom Tenant allowed access will observe and comply with the community policies or rules and regulations set forth in this Lease, and with such further community policies or rules and regulations as the Landlord may adopt. It is further agreed that the Landlord may modify these community policies or rules and regulations, and that a violation of the community policies or rules and regulations is a default under this Lease.

8. Waiver: The failure of the Landlord to insist upon strict compliance with any of the covenants, policies, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, policy, rule, regulation or option, but that all covenants, policies, rules, regulations or options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, policy, rule or regulation in any other Lease by any other Tenant, nor does knowledge by Landlord of violation or breach constitute a waiver.

9. Lease Violations: If any of the representations made in Tenant's Lease Application are misleading or untrue, or if Tenant, Tenant's family, agents, employees or guests, and other persons on the Premises with Tenant's permission or whom Tenant allowed access violate any provision of this Lease (including the covenant to pay rent) or any rule or regulation herein imposed, then Landlord may treat such representation or Lease violation as a default under the terms of this Lease, with Tenant's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law. If Tenant's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension hereof, the Tenant will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damage sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to costs incurred in recovering possession of the Premises, costs incurred in reletting the Premises (such as rental commissions, administrative expenses and proportionate share of advertising expense), utility costs of the Premises while same remain vacant, and costs incurred in maintaining and redecorating the Premises.

10. Interruption of Service: The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, negligence or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, Landlord may stop or curtail the operation of said equipment or utilities, but in such case due diligence shall be used to complete the work.

11. Right of Entry: The Landlord has the right to enter the Premises without notice to Tenant any time by master key or by force, for emergency purposes, if necessary, to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, or to enforce any provision of this Lease. A 24-hour written notice of entry will be provided to Tenant to show the Premises to prospective tenants or purchasers without being liable for prosecution therefore, or damages by reason thereof. Tenant's refusal of Landlord's right of entry will constitute a violation of the Lease.

12. Re-entry of Premises: In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising right of entry upon Tenant's default of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may re-let the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Tenant of the liabilities imposed by applicable law and this Lease. Landlord shall further have the right, without further notice, to sell or otherwise dispose of any personal property left in or about the premises or storage area by the Tenant after the Tenant has vacated in accordance with applicable state and local law.

13. Abandonment: The abandonment of the Premises shall be deemed to have occurred when the Tenant has removed the bulk of Tenant's furnishings from the Premises and utilities have been terminated.

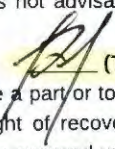
14. Repairs: The Landlord shall be responsible for repairs to the Premises, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay the cost for all labor and materials for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment complex is due to the fault, omission, negligence or other misconduct of Tenant, Tenant's family, agents, employees or guests, and other persons on the Premises with Tenant's permission or whom Tenant allowed access. Cost may include damages and cleaning for common areas.

15. Damage to Premises By Fire or the Elements: In case of injury to the Premises by fire or the elements, (not caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's family, agents, employees or guests, and other persons on the Premises with Tenant's permission or whom Tenant allowed access) the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Landlord, shall remain untenable; but if the Premises are so damaged that the Landlord shall decide that it is not advisable to repair, this Lease shall terminate and the Tenant shall only be liable for rent to the date of injury.

Tenant shall be responsible for insuring their own possessions against damage or loss of any kind.

Tenant hereby releases Landlord from liability for loss or damage occurring on or to the Premises of which they are a part or to the contents of either caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and waives all right of recovery for such loss or damage. Misconduct lawfully attributable to Landlord, which causes the casualty-giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

16. Condemnation: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the Premises or surrounding grounds of which they are a part. All awards of the condemning authority of the taking of land, parking areas, or buildings shall belong exclusively to Landlord. In the event substantially all of the Premises shall be taken, this Lease shall terminate as of the date the right to possession vests in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property

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and/or buildings of which the Premises are a part (whether or not the Premises shall be affected), shall be taken as the result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating apartment, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Lease as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

17. Utilities/Appliances: Charges for utilities used or consumed in the Premises during the term of this Lease, and any renewal or extension thereof, shall be paid as follows:

Utilities

<u>Electricity: Tenant</u>	<u>Gas: N/A</u>
<u>Water: Landlord</u>	<u>Sewage: Landlord</u>
<u>Cable: Tenant</u>	<u>Trash: Landlord</u>

Appliances

<u>Range: Landlord</u>	<u>Range hood: Landlord</u>
<u>Refrigerator: Landlord</u>	<u>Dishwasher: Landlord</u>
<u>Microwave: Landlord</u>	<u>Other: N/A</u>

For those utilities, the cost of which is the Tenant's responsibility, the Tenant shall promptly pay all charges for their use or consumption in the Premises together with all taxes, levies, or other charges on such utilities. If the Tenant fails to establish personal utility accounts for the above selected utilities on or before the date of the initial lease contract, Tenant will be charged for all services used and a minimum \$25.00 service fee per month until accounts are established. Tenant will not be permitted to continue occupancy without continued electricity, water, sewer and/or gas service.

18. Default: In addition to Landlord's remedies pursuant to Section 9 herein, In the event Tenant shall vacate or abandon the Premises at a time when rent is due and unpaid, or in the event of non-payment of rent by the close of business on the 10th day of the month or any breach of the provisions, conditions or covenants of this Lease by Tenant as set forth herein, Tenant's right of possession of the Premises shall terminate forthwith, with or without notice or demand, and the retention of the Premises thereafter by Tenant shall constitute an unlawful detainer, trespass and/or holding over the Premises. In such event, at the election of the Landlord, this Lease shall terminate. Tenant shall become a "holdover tenant" thereby permitting Landlord the option to declare the entire rent for the balance of the remaining term of this Lease, or any part thereof, due and payable and to proceed to collect the same by distress or by the exercise of other available legal remedies or in addition, exercise any or all remedies provided for in this Lease, including, but not limited to, the retention of Tenant's Security Deposit. Tenant shall be obligated and liable to Landlord for all court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of this Lease and the provisions thereof. All rights of Landlord shall be cumulative and no right shall operate as a waiver or an exclusion of any other right afforded Landlord hereunder, or by applicable state or local law.

19. Notice As Required By Law: Service of notice from Landlord to Tenant as referred to herein shall be mailed or delivered to Tenant at the Premises or may be posted on the front door of the Premises. Notice shall be deemed given one (1) day after mailing or on the date of delivery or posting.

20. Agency: If any employee of Landlord's at Tenant's request, moves, handles, or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith.

21. Termination or Renewal: Except as otherwise set out herein, Tenant may terminate this Lease only by hand delivering or sending by registered mail, return receipt requested, to the property address on Page 5 of this lease, written notice at least sixty (60) days before the expiration of the Lease of an intention to vacate or terminate at the end of this Lease. Upon the termination of this Lease, whether by Tenant, Tenant agrees to quietly and peacefully surrender possession of the premises to Landlord. Should tenant not surrender the premises upon termination or expiration of the lease term, tenant will become a holdover tenant and be subject to all Landlord remedies prescribed under state law for such holdover status. Tenant is responsible for returning keys upon move-out. A pro-rata rent amount will be charged until date keys are returned to Landlord or it is determined, according to Section 13, that the premises are abandoned.

In case any tenant shall give notice in writing of his intention to vacate or quit the premises rented by him and shall not accordingly deliver up the possession at the time in such notice contained, the tenant, his executors or administrators, shall pay to the landlord a fee double the rent which he otherwise would have been liable to pay. But nothing herein contained shall be construed to give such tenant a right to discontinue or determine his tenancy by such notice in any other manner than according to the laws of force at the time of giving such notice.

22. Peaceful Enjoyment: The Landlord covenants that the Tenant on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold and enjoy the Premises for the term mentioned, without hindrance or interruption by the Landlord except as provided for herein.


23. Buy-out Clause: In the event the Tenant cannot fulfill the Lease term obligations, the Landlord will release the Tenant provided that the Tenant satisfies all of the following conditions: 1) provide sixty (60) days written notice, 2) pay rent through the notice period, 3) pay a break lease fee equal to one month's rent, 4) forfeit the Security Deposit, 5) complies with #1 (c) (d) (e). Tenant will be billed on all possible damage and cleaning charges as the Security Deposit has been forfeited as a condition of Lease buy-out. In the event of a military transfer the break lease fee and the forfeiture of the Security Deposit will be waived if official documentation verifying the transfer is provided.

24. Liens: At the expiration of this Lease, or any extension hereof, or upon its earlier termination for any cause whatsoever, all rent due, or to become due during the term, must be paid in full before any goods or chattels may be removed from the Premises. Such rents due or to become due shall constitute a lien upon such goods and chattels as state law applies.

25. Occupants: Only those persons designated in this Lease or as agreed to in writing by Landlord shall reside in the Premises. For purposes of this Lease designated occupants are:

Occupants: George L Gallo

26. Liability: Landlord shall be under no liability to the Tenant for damages or losses due to the discontinuance or interruption of heat, water, hot

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 (Tenant Initials)

water, or of any other service, or of the inoperability of any appliance or fixture provided by the Landlord. Landlord shall not be liable for loss or damage to property of Tenant caused by rain or water that may leak or flow from any part of the Premises through any defects in roof, plumbing, or any other source; and Landlord shall not be responsible for loss or damage to any property that is stored in any storage area or storage facility furnished by Landlord for the convenience of the Tenant. Tenant shall be liable for and shall hold Landlord harmless from and against any claims, damages, liability, attorneys' fees and expense due to loss of life, personal injury, and/or property damage of said Tenant, Landlord, other Tenant, or anyone else, if such loss of life, damage or injury is due to the act or neglect of Tenant, Tenant's family, agents, employees or guests, and other persons on the Premises with Tenant's permission or whom Tenant allowed access or if such loss of life, damage or injury be due to any failure of the Tenant to report in writing to the Landlord any defective condition which the Landlord would be required to repair under the terms of this Lease on notice from Tenant. Tenant shall be responsible for damage caused by Tenant's misuse or negligence in the operation or use of any appliances, plumbing, electrical or mechanical equipment provided on the Premises. All personal property of Tenant upon the Premises shall be there at the risk of Tenant only, and Landlord shall not be liable for any damage thereto or the thereof.


27. Tenant Indemnification: Tenant agrees to indemnify and save Landlord harmless from all liability, damage or expense including attorney fees incurred by Landlord as a result of death or injury to person, or damage to property (including the Premises) unless the same is caused by Landlord's gross negligence or willful misconduct or for which Landlord has legal obligation.

28. Tenant requirements for Section 42 of the IRS code: Tenant acknowledges that the Autumnwood Crossing are operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit program (the "Program"). The Program provides for a specific maximum monthly rent which may be charged for the Premises, which amount is subject to annual adjustment based upon median incomes as determined by HUD. The Program also requires that the Property be leased to "Qualified Households" as defined by Section 42 of the IRS. At this property, Qualified Households must meet certain income limitations. Tenant agrees to notify Landlord immediately of any material changes in income or number of persons residing within the Premises.


It is specifically agreed that each obligation of the Lease, Application and Certification is material, and that violation of any obligation or misrepresentation of any information shall constitute a breach of the Lease.


Tenant agrees that 120 days prior the expiration, Tenant will submit to Landlord all documentation required by Landlord necessary to insure that Tenant remains a Qualified Household. In the event that Tenant failed to deliver such information or Landlord determines (whether in connection with renewal or otherwise) that Tenant is no longer a Qualified Household under the Program, Tenant agrees to vacate the Premises upon the earlier of the Expiration or upon 30 days written notice from Landlord of non-qualifying status.

Tenant acknowledges that the Autumnwood Crossing are operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit program (the "Program"). The Program provides for specific qualification restrictions with respect to occupancy of Program units by full-time students. Tenant acknowledges that qualification to remain as a resident is at all times dependent upon the household meeting all student status requirements. Should Tenant fail to meet all student status requirements, Tenant will be deemed an unqualified tenant and will be subject to immediate eviction. Tenant agrees to notify Landlord immediately of any change in student status by any member of the household.

 (Tenant Initials)

Tenant acknowledges that the Rent is determined based upon the median income of the LEXINGTON County area as determined by HUD on an annual basis. Allowable rents are published annually by HUD usually in February or March. Upon promulgation of annual allowable rents, Landlord will provide notice to Tenant of any change in the Rent under this Lease Agreement. Such notice shall be at least 30 days in advance of the next rental due date.

 (Tenant Initials)

 (Tenant Initials)

RULES AND REGULATIONS:

TENANT AGREES:

1. Vehicle Parking: To obey all parking and speed regulations which Landlord may post and to park only properly tagged, functioning passenger motor vehicles in legal street operable condition in designated parking areas and will not permit nor maintain any commercial vehicles, trucks, trailers, campers or boats in or about the property without written authorization of Landlord. Tenant shall not use any parking areas on Landlord's property for the storage or repair of any motor vehicle and will remove any such vehicles from said parking areas promptly at the request of Landlord. If Tenant shall fail to do so, Landlord may have said vehicle towed away and stored at Tenant's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's attorney in fact to remove any vehicle parked in violation of this Lease, and to store the same at the expense of Tenant in such place or places as Landlord may deem proper. Any vehicle parked so as to block or inhibit access to any dumpster or fire lane will be towed at its owner's risk and expense.

2. Noise and Behavior: Not to make or permit any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, agents, employees or guests, and other persons on the Premises with Tenant's permission or whom Tenant allowed access; nor permit any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other Tenants. Tenant will not knowingly permit to enter the Premises or to remain therein any person of bad or loose character or improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrument instruction or practice in the Premises.

3. Use of Premises: Premises may only be used for residential purposes and not for any type of business. At the end of the term of the Lease, Tenant agrees to surrender the Premises in as good a condition as received, ordinary wear and tear excepted.

4. Surrender of Premises: If the Tenant does not surrender the Premises at the end of the lease term, or any renewal or extension thereof, the Tenant will reimburse the Landlord for all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding Tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding Tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.

5. Ceilings: No action may be taken to disturb ceiling material in any way as some apartments may contain a small percent of asbestos containing material.

6. Smoke Detector: The Landlord has installed a minimum of one smoke detector in the Premises. Tenant further acknowledges said detector is in good condition and proper working order as of the beginning of the Lease term. Tenant agrees not to obstruct or tamper with said detector or otherwise permit the detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the said detector periodically and to report any

ELECTRONICALLY FILED - 2025 Mar 13 4:41 PM - RICHMOND - COMMONWEALTH OF VIRGINIA - CASE# 2022CP4005708

malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector and hereby waives and exonerates Landlord from any and liability resulting from any defective detector, which Tenant shall not have specifically reported to Landlord.

7. Move-out Damages: Tenant will be liable to Owner for the cost of cleaning and repair or replacement of soiled, missing or damaged items (excluding normal wear and tear) in an amount as described in the Move-out Schedule - Addendum #D to this Lease. Tenant further agrees that the charges set forth in this schedule are reasonable charges for the work or items described therein.

TENANT WILL NOT:

- 1. Pets:** Keep any pets in or about the Premises without the written permission of the Landlord and without paying applicable pet fee and applicable, pet deposit.
- 2. Appliances:** Install any dishwashers, air conditioners or other appliances on the Premises.
- 3. Furniture:** Keep any water-containing furniture in the Premises unless documentation provided to Landlord of Renter's Insurance with appropriate coverage for water containing furniture.
- 4. Walls and Woodwork:** Drive nails into the woodwork or walls of the Premises, so as to cause extensive damage.
- 5. Wallpaper, Paint and Mirrors:** Apply contact paper, adhesive-backed items, wallpaper or mirrors to the Premises and will not change the type or color of paint within the Premises from that utilized by Landlord without the prior written permission of the Landlord.
- 6. Portable Heaters:** Store, install or operate, in or about the Premises, unvented, portable, kerosene-fired heaters.
- 7. Locks:** Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of the Landlord. The Landlord will retain a passkey to the apartment door. Upon termination of the tenancy, all keys to the Premises must be returned to the Landlord. If Tenant shall fail to comply with this rule, Tenant shall pay Landlord \$35.00 for reimbursement of the cost of re-keying the locks.
- 8. Personal Belongings:** Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, in elevators (if any), lawn areas or other common areas of the apartment community.
- 9. Appliances & Utilities:** Misuse or overload appliances or utilities furnished by the Landlord.
- 10. Obstructions:** Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
- 11. Advertising:** Display any advertisement, sign, or notice, inside or outside the Premises.
- 12. Wires and Antennas:** Install any wire, cable or antenna for radio, television or other appurtenances in or on the Premises.
- 13. Fire Risk:** Store in the Premises or any storage areas any material of any kind or description that is combustible or would increase the risk of fire.
- 14. Litter:** Litter or obstruct the public halls or grounds.
- 15. Law and Insurance:** Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated.
- 16. Throwing of Articles:** Throw or allow to be thrown, anything out of the windows or doors or down the passages of the building or from the balconies or patios.
- 17. Window Sills:** Place anything on the inner or outer edges of the sills of windows.
- 18. Automobiles:** Hose wash automobiles, except in designated areas. Tenant will not perform mechanical work on boats, automobiles, vehicles, trailers, lawn mowers or any other such item of this nature.
- 19. Obstruction of Floors, etc.:** Cover or obstruct the floors, skylights, doors, and windows that reflect or admit light into passageways, or into the common areas of any of Landlord's buildings.
- 20. Cleaning of Rugs, Mops, etc.:** Shake or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors, or landings of any of Landlord's premises.
- 21. Canvassing:** Cause the distribution in common areas of the apartment complex, or under apartment doors, of handbills, circulars, advertisement, papers or other matter which, if discarded, would tend to litter such areas. Canvassing, soliciting and peddling in the apartment complex is prohibited. The foregoing shall not prohibit Tenant from using direct mail solicitation or advertising in the regular communications media.

 (Tenant Initials)

- 22. Sublease:** Assign or sublet said premises, or any part thereof. Only persons listed herein and temporary guests registered with the management office and residing for less than fourteen days may occupy the Premises. Landlord may permit changes of one tenant with the full release of such tenant only upon application by a replacement tenant, verification of credit and income, and written modification of the Lease.
- 23. Weapons:** The use of rifles, BB guns, pellet guns, slingshots, firecrackers, or any comparable weapon or noisemakers on the Premises are strictly prohibited.
- 24. Transfers:** Tenant will not move from one apartment to another in the complex without permission of the Landlord.
- 25. Pianos** will not be allowed in apartments located on second floors. Music lessons are not permitted, and musical instruments will be played in due consideration of other residents.

26. Tenant shall neither deliberately nor negligently destroy, deface, damage, impair, or remove any part of the Unit or Premises, or permit or to fail to prevent any person in the Unit or on the Premises to do so (whether known or unknown by the Tenant). Tenant shall not permit residents or guests to play or loiter in public halls, stairways, elevators (if any), laundry rooms, or storage areas. Parents, guardians or caretakers are responsible for the appropriate supervision of household members and guests, particularly in areas in which they may endanger themselves. Tenant shall immediately notify the Landlord as to any damages, which occur and shall reimburse the Landlord for damages, which occur within thirty (30) days of receipt of written statement from Landlord.

TENANT WILL:

- 1. Garbage & Rubbish:** Place Tenant's garbage and rubbish for disposal only as Landlord directs.
- 2. Use of Facilities:** Use all facilities which Landlord provides for Tenant's comfort, (if any, including laundry, swimming pool, parking areas and storage areas, none of which facilities are included in the rent) solely at Tenant's own risk, and Tenant agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Tenant's use thereof, unless the same is caused solely by Landlord's gross negligence or willful misconduct. Use of any of these facilities may be revoked by the Landlord without affecting the remainder of this Lease. If Landlord should provide a

swimming pool for Tenant's use in common with others, Tenant agrees to comply with, and to cause Tenant's family and guests and other persons on the Premises with Tenant's permission or whom Tenant allowed access to comply with, all community policies, rules and regulations relating to the use thereof, which Landlord posts at or near the pool or mails to Tenant. A failure to comply with said community policies, rules and regulations may result, at Landlord's option, in Landlord revoking Tenant's use of the pool.

3. **Storage Areas:** Only utilize such storage areas, if any, which are assigned to Tenant and shall allow Landlord to enter any storage area improperly utilized by Tenant and to remove the contents thereof, and to dispose of or store the same at the expense and risk of Tenant. Tenant will provide a lock for the storage area utilized by Tenant when applicable.

4. **Condition of Premises:** Keep the Premises in a neat, clean, good and sanitary condition.

5. **Balconies and Patios:** Maintain only lawn furniture thereon, provided the same is maintained in a neat and orderly manner. Nothing is to be placed on top of balcony railings, which could fall, inflicting damage to the structure or injury to persons. Use of any charcoal grills or any open cooking on balconies or patios is not permitted.

6. **Draperies:** Utilize only draperies and window shades, which present a white exterior coloration.

7. **Lock-out:** Pay a \$100.00 service charge to Landlord each time Tenant locks his or herself out of the Premises, and requests Landlord's assistance in gaining entrance to the Premises after hours posted as of close of business, weekdays, and at any time on weekends and holidays.

8. **Crime:** Take note that any member of the household being charged and/or found guilty of a crime may result in eviction proceedings.

Tenant hereby acknowledges and agrees the following addendums are part of the Lease agreement:

LIHTC Annual Tenant Income Certification

Addendum A - Community Policies Form #5

Addendum G - Options Addendum Form #226

Addendum L - VAWA HUD Form #306

Addendum B - Pet Agreement Form #49

Addendum H - Drug Free Housing Form #70

Addendum M - Money Order Form #308

Addendum C - Move-in/Move-out Checklist Form #17

Addendum I - Package Agreement Form #120

Addendum N - Bed Bugs Form #301

Addendum D - Move-out Cost Schedule Form #40

Addendum J - Mold and Mildew Form #39

Addendum O Satellites Form #267

Addendum E - Welcome Letter/Alert List Form #191

Addendum K - Lead Disclosure Form #56

Addendum P Entrance Authorization Form #27

Addendum F - Smoke Free Addendum Form #21

Addendum R Garage/Storage Form #165

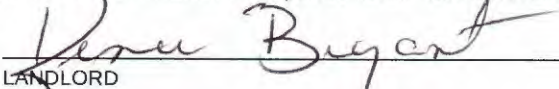
1. Severability/Partial Invalidity. If any provision of this Lease is held to be illegal, invalid or unenforceable (the "Offending Provision"), the Offending Provision shall be fully severable; this Lease shall be construed and enforced as if the Offending Provision had never comprised a part of this Lease and the remaining provisions of this Lease shall remain in full force and effect and shall not be affected by the Offending Provision or by its severance from this Lease. Furthermore, in lieu of the Offending Provision, there shall be added automatically as a part of this Lease, a provision as similar in terms to the Offending Provision as may be possible and be legal, valid and enforceable.

2. Entire Lease; Amendment. This Lease, including all Addendums, is the sole and entire agreement and understanding of the parties. All prior agreements, representations or understandings, whether written or oral, shall be merged herein and shall not be construed to change, amend, alter, repeal, or invalidate this Lease. This Lease may be amended only by a written instrument executed by the party against whom enforcement is sought.

3. Captions, Gender and Number. Captions contained in this Lease are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Lease or the intent of any provision hereof. Whenever the context so require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

The provisions of this Lease shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written. ATTEST:



LANDLORD

3/14/22

DATE



TENANT

3.14.22

DATE

TENANT

DATE

WITNESS

DATE

PROPERTY ADDRESS:

TELL US
tellus@intermarkmgt.com

EXHIBIT 2

30(b)(6) Deposition of Defendants Autumnwood/Intermark

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF RICHLAND) CASE NO: 2022-CP-40-05305

3

4 George Gallo,)
5 Plaintiff,) 30(b)(6)
6 vs.) Deposition of
7 Autumnwood Crossing, LP, and) ANDREA BRADHAM
8 InterMark Management) May 23, 2024
9 Corporation,)
10 Defendants.)

11 _____)

12 30(b)(6) Deposition on oral examination of
13 ANDREA BRADHAM, reported by Jennifer L. Cash, Court
14 Reporter and Notary Public in and for the State of
15 South Carolina; said deposition taken pursuant to
16 notice of deposition and in accordance with the
17 South Carolina Rules of Civil Procedure, at
18 Cavanaugh & Thickens, LLC, 1717 Marion Street,
19 Columbia, South Carolina, commencing on Thursday,
20 May 23, 2024, at the hour of 10:01 a.m.

21
22
23
24
25

ANDREA BRADHAM 5/23/2024

1 APPEARANCES

2 Representing the Plaintiff:

3 JOSEPH O. THICKENS, ESQUIRE
4 STEPHEN F. KRZYSTON, ESQUIRE
5 Cavanaugh & Thickens, LLC
6 1717 Marion Street
7 Columbia, South Carolina 29201

8 Representing the Defendants:

9 DAMON C. WLODARCZYK, ESQUIRE
10 Howser Newman & Besley, LLC
11 1508 Washington Street
12 Columbia, South Carolina 29201

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(30(b)(6)Deposition of ANDREA BRADHAM)

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ANDREA BRADHAM 5/23/2024

1 A. I don't believe he was instructed to do
2 any investigation.

3 Q. All right. All right. Down on 19, which
4 is on page 6, we asked whether there were any
5 policies or procedures for inspection of the
6 premises for the purpose of keeping residents safe
7 while shopping or entering or exiting the mall.
8 Obviously, this is not a mall and so that was a -- a
9 poor question that was probably copy pasted from
10 somewhere else. Let me ask you this. Are there any
11 policies or procedures for inspection of the
12 apartment complex to identify whether there's any
13 unsafe conditions that might trip up a resident?

14 A. Yes. The -- our -- I mean, our policy
15 says that managers and maintenance should walk the
16 property to look for any hazards.

17 Q. All right. Is that a written policy?

18 A. I believe it's in the job description or a
19 policy. Yes. I'm sure it's written somewhere.
20 Yes.

21 Q. Is the job description like something that
22 you post when you're hiring new people for the
23 complex?

24 A. I don't know that it's actually posted
25 anywhere. I mean, there's probably some of it or

ANDREA BRADHAM 5/23/2024

1 Other resources that are there.

2 Q. I understand. Okay. Is anybody from
3 InterMark specifically tasked with going out to the
4 various properties to inspect them?

5 A. Yes. The regional manager is a -- she
6 does two. It's a biannual inspection that she would
7 walk all of the common area and even interiors of
8 selected apartments as well, but, yes.

9 Q. Was that Cheryl Lyons at this time?

10 A. It was.

11 Q. Does the regional manager create any sort
12 of written record of their inspections?

13 A. Yes. Now, it's electronic. At that time,
14 I think it would've been written.

15 Q. All right. How are those records stored?

16 A. We keep them on our drive at the corporate
17 office.

18 Q. In the 2022 timeframe, was that done
19 biannually?

20 A. I believe so. Yes.

21 Q. All right. And how about in 2021?

22 A. I'm going to say I bel- -- yes. There was
23 some sort of an inspection. I know with COVID we
24 were a little bit more lenient with the interior
25 inspections, going into actual residents homes, but

ANDREA BRADHAM 5/23/2024

1 the common area and the exterior of the apartments
2 still should've been documented on an inspection.

3 Q. All right. In 2021?

4 A. Yes.

5 Q. Okay. Was the area where this fall
6 occurred considered a common area?

7 A. Yes.

8 Q. All right. Was the -- were those records
9 that we're talking about, prior to, you know, being
10 kept in the online system, are they in like a file
11 cabinet in paper format or were they scanned in and
12 uploaded to something?

13 A. I don't remember what year we went to more
14 of an electronic format, but they -- like even this
15 one, yes. She would have filled out an inspection
16 form, it would've been scanned in and then saved
17 onto our -- the drive.

18 Q. Okay. And I don't have the written policy
19 in front of me that, you know, kind of sets forth
20 the biannual inspections, but just generally, what
21 is the purpose of those?

22 A. To I mean, make sure that the property is
23 being maintained and upkeep and obviously, to make
24 sure we're aware of any hazards on the property.

25 Q. Okay. And is it -- who are those -- you

ANDREA BRADHAM 5/23/2024

1 hallway that they would be required to check and
2 make sure that there's toilet paper and, you know,
3 other things in there for the residents, so.

4 Q. And I know that is a certain amount of
5 daily walk-throughs. Is there any periodic more
6 formal walk-through or inspection that's performed
7 at those properties?

8 A. Other than the regional manager
9 inspection?

10 Q. Yes, ma'am.

11 A. Are you asking about onsite staff are you
12 asking about outside agencies?

13 Q. Onsite staff.

14 A. There -- like I said, there is a typical
15 -- quarterly our maintenance is responsible for
16 going in and doing preventative maintenance, so that
17 is done every three months where they go into each
18 individual unit and then also, if there were common
19 area -- like common area filters, where they would
20 need to change a filter, that would be documented on
21 that quarterly inspection. There is a daily check
22 where the maintenance checks off that he has picked
23 up the grounds, that he's, you know, checked the
24 laundry vents. I'm using just vagues because I
25 don't have a copy of it in front of me, but there

ANDREA BRADHAM 5/23/2024

1 are some other checklists that say, this is what
2 needs to be done and that they would sign off saying
3 that they're doing those.

4 Q. Okay. For the daily walk-throughs that
5 you've described, are there any like written records
6 created in those walk-throughs?

7 A. Not by the manager.

8 Q. Okay. For the quarterly walk-throughs
9 that were described, there are.

10 A. Yes.

11 Q. And are those records stored anywhere?

12 A. In the same way that I addressed the
13 quarter- -- or other regional inspection. Prior to
14 -- and I'd have to look at the exact date. We
15 actually switched software in 2021, 2022, our
16 property management software, so prior to the new
17 software, they were doing inspections on paper and
18 then just scanning and uploading them into the
19 software. Now, they actually do an electronic form
20 that they fill out and check off, so I actually
21 think that there's probably an electronic form on
22 this property because it's a -- this was only two
23 years ago.

24 Q. Do those things still exist?

25 A. Yes.

ANDREA BRADHAM 5/23/2024

1 Q. I mean, are they kept?

2 A. Yes.

3 Q. Okay. The pre new software and post new
4 software forms, both are still in existence?

5 A. They should be. I don't know how long --
6 three to five years, and especially if there's a
7 lawsuit, we wouldn't have destroyed anything. So
8 there should definitely be copies and then the site
9 -- onsite staff should have the copies too, even if
10 they were on paper, they should've kept the paper.

11 Q. Okay. And I understand that InterMark and
12 Autumnwood don't consider this condition to be
13 dangerous, so I'm asking more of a general question.

14 A. Sure.

15 Q. Is the hallway carpeting in the common
16 areas something that the -- whether it's the
17 maintenance staff, the onsite property manager or
18 even the regional manager, is expected to look at
19 while they're out at the property?

20 A. I don't have a copy of the inspection in
21 front of me, so I can't say that it says exactly
22 those words, you know, make sure that the carpet
23 looks okay, but can I assume that they would, yes.
24 Do I think that they should, yes.

25 Q. Okay.

ANDREA BRADHAM 5/23/2024

1 A. But I don't know that that's on the sp- --
2 on the inspection.

3 Q. Fair enough. All right. Number 20 on the
4 next page, this one I just want to clear up. We
5 asked for all, you know, videotapes and surveillance
6 of this area and it states that all photographs are
7 being produced, which I believe we've talked about
8 the photographs, and it says there is video
9 surveillance of the fall. Are you aware of whether
10 there is video surveillance of this fall?

11 A. I am not aware. I have not seen a video.
12 I was told that there was a video of the property
13 that day, but that it didn't catch the fall.

14 Q. Okay.

15 A. I believe that and -- and again, I may
16 need to go review, but that's -- I am -- I don't
17 know that I have seen a video.

18 Q. Okay. And I know you haven't been inside
19 there, so I'm not going to ask you like, you know,
20 where are the cameras?

21 A. Sure.

22 Q. But are there -- are there schematics or
23 plans that show where cameras are within your
24 properties?

25 A. I'm sure that there are. That would have

ANDREA BRADHAM 5/23/2024

1 -- I mean, this property is not that old, so it is
2 definitely something that I could probably obtain
3 from the construction company.

4 Q. Okay. I noticed that it looked like this
5 wing was actually added in 2019. Is that your
6 understanding?

7 A. The building was constructed.

8 Q. The whole building?

9 A. Yeah. There have not been any
10 modifications to the building since construction.

11 Q. Okay. Got it. So has InterMark been the
12 manager for this property the whole time since it
13 was constructed?

14 A. Yes.

15 Q. All right. Does InterMark actually have
16 access to the, you know, the plans for the building
17 and the contractors who participated in constructing
18 the building?

19 A. Sure. We may not have them at our office,
20 but can obtain them through the ownership in the
21 construction company.

22 Q. Okay. And I guess that's where the
23 Autumnwood Crossing portion comes in. You also have
24 access to the Autumnwood records?

25 A. Definitely.

ANDREA BRADHAM 5/23/2024

1 you have seen that he performed any repairs, other
2 than securing the carpet?

3 A. No.

4 Q. Okay. Do you know whether there was any
5 sort of testing performed to determine whether the
6 bubbled carpet was a hazard to pedestrians prior to
7 it being repaired?

8 A. No.

9 Q. Okay. Did any sort of person who --
10 person who has any expertise in human factors or
11 like the perception of conditions on carpet or other
12 flooring examined the area prior to it being
13 repaired?

14 A. Not that I'm aware of.

15 Q. Okay. Are you aware of whether there was
16 any opportunity presented to Mr. Gallo or anyone on
17 his behalf to perform an inspection of the area
18 prior to the repairs being done?

19 A. I am not aware.

20 Q. Okay. Who would that have been signed off
21 on by?

22 A. I mean, anything like that might've gone
23 to the owner because he is directly involved. His
24 -- the owner is the construction company as well, so
25 we might have gone there in that way to get

ANDREA BRADHAM 5/23/2024

CERTIFICATE OF REPORTER

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I, Jennifer L. Cash, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing deposition was taken before me on the date and 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 the testimony of the deponent and all objections made at the time of the examination were recorded by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate, and complete record of the testimony of the deponent and of all objections made at the time of the examination to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 9th day of July, 2024, at Lexington County, South Carolina.

Jennifer L. Cash, Court Reporter
Notary Public
State of South Carolina at Large
My Commission expires: 04/18/2033

EXHIBIT 3

Defendants' Fourth Supplemental Responses to Plaintiff's Request for Production and Autumnwood 15

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

George Gallo.

Plaintiff,

v.

Autumnwood Crossing, L.P., and InterMark
Management Corporation,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A No.: 2022-CP-40-05305

**DEFENDANTS' FOURTH
SUPPLEMENTAL RESPONSES TO
REQUESTS FOR PRODUCTION OF
DOCUMENTS REGARDING
CONSENT ORDER**

TO: STEPHEN F. KRZYSTON, ESQ., Attorney for Plaintiff:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure and the Consent Order filed on July 10, 2024, Defendants hereby provide the following supplemental documents:

- a. Any and all pictures taken of the condition, either before or after the subject fall, by Sheryl Lyons or any other employee, agent or other servant;

RESPONSE: See documents produced AUTUMNWOOD 0099-0102, and 0154-0155

- b. Any and all emails which discuss the existence, inspection, or repair of the subject area;

RESPONSE: See documents produced AUTUMNWOOD 0099-0102.

- c. Any and all emails which discuss the subject fall or condition in any respect;

RESPONSE: See documents produced AUTUMNWOOD 0099-0102.

- d. Any and all data, including but not limited to pictures, measurements, or other material created while assessing the subject condition;

RESPONSE: See documents produced AUTUMNWOOD 0099-0102, 0153.

- e. Any and all checklists (completed or incomplete) which employees, agents or other servants are required or should complete as part of their job or employment and which relate to the subject incident/condition;

RESPONSE: To the extent the documents may be responsive, see documents produced AUTUMNWOOD 0103-0104, 0112-0130, 0146-0148

- f. Any and all inspection, records or other material which relates to inspection of the common areas and hallways for the preceding five years up to and including the subject incident;

RESPONSE: See documents produced AUTUMNWOOD 0103-0104, 0112-0130, 0146-0148.

- g. Any and all schematics or plans showing cameras within the property;

RESPONSE: See documents produced AUTUMNWOOD 0149-0152.

- h. Any and all work orders and their corresponding documentation, communications, or other associated materials which relate to the subject or similar conditions on the property for five years preceding the date of the subject incident, and including the submission, consideration and completion of the subject incident;

RESPONSE: See documents produced AUTUMNWOOD 0153.

- i. Any and all policies and procedures which apply to any employee, agent or other servant of the Defendant which are either stored on the Defendant's LMS, or in any other format and/or maintained by any other means.

RESPONSE: See documents produced AUTUMNWOOD 0156-0165 for a complete list of all available policies. Per conversation with counsel, any specific applicable policy will be produced.

SUPPLEMENTAL RESPONSE: 41 requested policies have been produced.

- j. Any and all records or other evidence regarding the subject premises or incident which Defendant Autumnwood's designee testified to the existence of during their 30(B)(6) deposition.

RESPONSE: None.

HOWSER, NEWMAN & BESLEY, LLC

s/Damon C. Wlodarczyk

Damon C. Wlodarczyk, SC Bar 70460

1508 Washington Street

Columbia, South Carolina, 29201

E-mail damonw@hnblaw.com

Attorneys for Defendants

Columbia, South Carolina
September 11, 2024

VERIFICATION

PERSONALLY, appeared before me Andrea Brabham who being duly sworn says that she has read the **DEFENDANTS' FOURTH SUPPLEMENTAL RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS REGARDING CONSENT ORDER** and that the responses therein are true and complete to the best of her own knowledge.

Andrea Brabham
Andrea Brabham
Director of Operations
Intermark Management

SWORN to before me this

11th day of September, 2024.

[Signature] (L.S.)
Notary Public for South Carolina

REVA YOUNG
NOTARY PUBLIC
SOUTH CAROLINA

My Commission Expires: Reva Young
Notary Public, State of South Carolina
My Commission Expires Nov. 19, 2031

EXHIBIT 4

(E-Mail from Defense Counsel Confirming Only One Inspection Report)

Thursday, March 13, 2025 at 09:14:07 Eastern Daylight Time

Subject: RE: 2022CP4005305: Gallo v. Autumnwood Crossing et al.
Date: Thursday, September 12, 2024 at 3:02:57 PM Eastern Daylight Time
From: Damon Wlodarczyk
To: Joe Thickens, Steve Krzyston
CC: Aaron Strickland, Amanda Cristaldi
Attachments: image001.jpg, image002.png, image003.png, image004.png, image005.jpg, image006.png, image007.png, image008.png, Autumnwood for Damon.pdf

All-

Attached are the verified Fourth Supplemental responses. I added the policies we previously produced. Per my conversation with Steve, and Andrea's email to me today, she double checked regarding any additional inspections performed by Intermark and the ones previously produced are the only ones located.

Let me know if this resolves the pending Motion to Compel. Thanks for your patience.

Damon C. Wlodarczyk
Attorney and Counselor at Law
Office: (803) 758-6000
E-mail: damonw@hnblaw.com

From: Joe Thickens <joe@ctlawsc.com>
Sent: Thursday, September 12, 2024 6:27 AM
To: Damon Wlodarczyk <DamonW@hnblaw.com>; Steve Krzyston <steve@ctlawsc.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>; Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

If Tuesday works for George it is good with me—well let you know as soon as we can check with him.

Who do you want to mediate? Maybe we can find someone who has availability on those October dates.

From: Damon Wlodarczyk <DamonW@hnblaw.com>
Sent: Thursday, September 12, 2024 5:16:28 AM
To: Joe Thickens <joe@ctlawsc.com>; Steve Krzyston <steve@ctlawsc.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>; Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: RE: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Good seeing everyone yesterday. I'm open Tuesday (all-day) if you'd like to knock out Plaintiff's deposition. I think that would be enough to for the farm to mediate the case. If that doesn't work, I have the 26th, and October 2-3.

Let me know if any of these dates work for you. Thanks,

Damon C. Wlodarczyk
Attorney and Counselor at Law
Office: (803) 758-6000
E-mail: damonw@hnblaw.com

From: Joe Thickens <joe@ctlawsc.com>
Sent: Thursday, July 18, 2024 10:37 AM
To: Damon Wlodarczyk <DamonW@hnblaw.com>; Steve Krzyston <steve@ctlawsc.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>; Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Damon, are you going to circulate a proposed SO? We are still on the trial roster 7/29

Joseph O. Thickens
Cavanaugh & Thickens, LLC
1717 Marion Street (29201)
P.O. Box 2409

ELECTRONICALLY FILED - 2025 Mar 13 1:41 PM - RICHLAND - COMMON PLEAS - CASE#2022CP4005305

Columbia, SC 29202
803-888-2200

From: Damon Wlodarczyk <DamonW@hnblaw.com>
Date: Tuesday, July 9, 2024 at 12:41 PM
To: Steve Krzyston <steve@ctlawsc.com>, Joe Thickens <joe@ctlawsc.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>, Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: RE: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Hey Steve –

Happy to work with you on this as I discussed with Joe. In looking at the discovery requests, my responses, and the October Rule 11 letter. First, following the deposition, I emailed Andrea confirming docs that she was going to look for (I emailed her again this morning). Here is the list I had and asked for:

A schematic of where the video cameras are located;
 Copies of any bi-annual inspections by maintenance or the regional manager until September 2022;
 Copy of work order for repair of carpet (September 2022?)

I'll just go through the proposed order –

Items 2(a)-(d) have been produced. If something came up in the depo that I missed, please let me know. Otherwise, I'll just confirm that the documents were previously produced.
 2(e) – all checklists which should have been completed and which relate to the subject incident/condition. *I agree to this as it seems responsive to RTP 6 but I think it should be limited to 2019 inception to 30 days after the fall.*
 2(f) - Any and all inspection, records or other material which relates to inspection of the common areas and hallways for the preceding five years up to and including the subject incident. *RTP 3 asked for inspection or cleaning of the floor performed 90 days before or 30 days after the incident, to which there were none. I don't have any issue asking for any inspections reports of the building, but I believe this should be a supplemental RTP if it is going to involve the entire complex since its 2019 inception and I think it should end at 30 days after the fall.*
 2(g) – schematics showing cameras. *I've requested and will produce in 15 days if available. Of course, we can make the premises available for inspection to see the cameras and the corresponding video screens which are in the office.*
 2(h) – work orders on the area and the other area on a different floor– *requested and will produce in 15 days.*
 2(i) – policies and procedures – RTP 6 was limited to policies and procedures to how the employees should have been conducting themselves in the general time preceding the fall. Do you want every policy and procedure or just the ones related as set forth in the RTP? This one might need a short confidentiality order but I need to confirm first the extent of the request.

Let me know your thoughts. Again, I think it's really just a matter of the timeframe to locate and produce and the breadth of the policies and procedures.

Damon C. Wlodarczyk
 Attorney and Counselor at Law
 Office: (803) 758-6000
 E-mail: damonw@hnblaw.com

From: Steve Krzyston <steve@ctlawsc.com>
Sent: Tuesday, July 9, 2024 11:43 AM
To: Damon Wlodarczyk <DamonW@hnblaw.com>; Joe Thickens <joe@ctlawsc.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>; Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Damon: Enclosed is the Consent Order which you and Joe discussed yesterday. We will file it as soon as you let me know you are good to go with it.

Let us know when you guys have the SO drafted and we can approve. Look forward to seeing you later, take care.

--

Stephen F. Krzyston
 Attorney, Cavanaugh & Thickens, LLC



o 803.888.2200 | f 803.888.2219
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From: Damon Wlodarczyk <DamonW@hnblaw.com>
Date: Monday, July 8, 2024 at 8:39 AM
To: Joe Thickens <joe@ctlawsc.com>, Steve Krzyston <steve@ctlawsc.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>, Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: RE: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Sure. I'm at the office until 12 today. My direct dial is 803-888-1497.

Damon C. Wlodarczyk
Attorney and Counselor at Law
Office: (803) 758-6000
E-mail: damonw@hnblaw.com

From: Joe Thickens <joe@ctlawsc.com>
Sent: Monday, July 8, 2024 6:59 AM
To: Damon Wlodarczyk <DamonW@hnblaw.com>; Steve Krzyston <steve@ctlawsc.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>; Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Damon, do you have a few minutes for a call on this one this morning?

Joseph O. Thickens
Cavanaugh & Thickens, LLC
1717 Marion Street (29201)
P.O. Box 2409
Columbia, SC 29202
803-888-2200

From: Damon Wlodarczyk <DamonW@hnblaw.com>
Date: Friday, July 5, 2024 at 2:30 PM
To: Joe Thickens <joe@ctlawsc.com>, Steve Krzyston <steve@ctlawsc.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>, Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: RE: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Joe-

This popped up on the roster for the end of the month. I'll need to depose your client. Do you want to depose the maintenance guy, former regional and property managers? If so, I can circulate a scheduling order. I would prefer a trial after October 1 due to a date certain federal case starting 9/9.

Please let me know. Thanks,

Damon

Damon C. Wlodarczyk

Attorney and Counselor at Law
Office: (803) 758-6000
E-mail: damonw@hnblaw.com

From: Joe Thickens <joe@ctlawsc.com>
Sent: Thursday, May 23, 2024 9:41 AM
To: Damon Wlodarczyk <DamonW@hnblaw.com>; Steve Krzyston <steve@ctlawsc.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>; Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Damon – are you designating Ms. Brabham for all topics or for certain ones? If not for all of them, it would be helpful to know prior to starting. Thanks,
Joe

Joseph O. Thickens
Cavanaugh & Thickens, LLC
1717 Marion Street (29201)
P.O. Box 2409
Columbia, SC 29202
803-888-2200

From: Damon Wlodarczyk <DamonW@hnblaw.com>
Date: Thursday, May 23, 2024 at 9:32 AM
To: Steve Krzyston <steve@ctlawsc.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>, Joe Thickens <joe@ctlawsc.com>, Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: RE: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Some people who received this message don't often get email from damonw@hnblaw.com. [Learn why this is important](#)

Steve-

Andrea Brabham will be the designee for today. While she is familiar with the operations of Intermark, her specific knowledge about Autumnwood is limited. Rene and the regional manager Cheryl are the ones with the most knowledge of Autumnwood and neither work for the company anymore.

Also, in preparing Andrea, she told me about the attached inspection performed in 2020. The property is a Section 42 tax credit property, so it is supposed to be inspected annually by the Housing Authority, but Covid changed that. The 2020 inspection was the last inspection by the Housing Authority prior to the fall.

See you at 10. Thanks,

Damon

Damon C. Wlodarczyk
Attorney and Counselor at Law
Office: (803) 758-6000
E-mail: damonw@hnblaw.com

From: Steve Krzyston <steve@ctlawsc.com>
Sent: Wednesday, April 24, 2024 8:04 AM
To: Damon Wlodarczyk <DamonW@hnblaw.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>; Joe Thickens <joe@ctlawsc.com>; Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Damon: Hope you're well. Just wanted to circle back on whether you had been able to confirm dates with your designee(s). Thanks,

--

Stephen F. Krzyston
Attorney, Cavanaugh & Thickens, LLC



o 803.888.2200 | f 803.888.2219
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From: Steve Krzyston <steve@ctlawsc.com>
Date: Wednesday, April 17, 2024 at 11:50 AM
To: Damon Wlodarczyk <DamonW@hnblaw.com>
Cc: Aaron Strickland <aaron@ctlawsc.com>, Joe Thickers <joe@ctlawsc.com>, Amanda Cristaldi <acristaldi@hnblaw.com>
Subject: Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Sounds good. We'll place a hold on those dates and get back with you towards end of this week beginning of next to confirm and send notice. Thanks,

Stephen F. Krzyston
Cavanaugh & Thickers, LLC

On Apr 17, 2024, at 10:51, Damon Wlodarczyk <DamonW@hnblaw.com> wrote:

It would need to be 5/22 or 5/23. Let me get with my client and find out the designees.

Damon C. Wlodarczyk
Attorney and Counselor at Law
Office: (803) 758-6000
E-mail: damonw@hnblaw.com

From: Steve Krzyston <steve@ctlawsc.com>
Sent: Wednesday, April 17, 2024 9:09 AM
To: Aaron Strickland <aaron@ctlawsc.com>; Damon Wlodarczyk <DamonW@hnblaw.com>; Joe Thickers <joe@ctlawsc.com>
Subject: Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Damon: I hope you are well. I would like to move forward with the 30(b)(6) of Autumnwood. I've got 5/6, 5/8, 5/22, and 5/23, which work right now. Please let me know if any of those work for you guys. The list of topics are pasted below. I look forward to hearing back. Thanks,

1. Allegations in the Complaint;
2. Defendant's Answer;
3. Discovery responses and documents provided;
4. Discovery request to Defendants;
5. Defendant's policies and procedures;
6. Safety procedure and policies;
7. Management training, management duties, and management responsibilities regarding the Defendant's oversight of Autumnwood Crossing, LP;
8. Subject Incident
9. Defendant's policies and procedures regarding the maintenance and provision of liability insurance which covers Autumnwood Crossing, LP;
10. Investigation into the incident giving rise to this litigation, including the preparation of any and all forms/reports required to be completed;
11. Post-accident investigation and procedures, specifically related to this incident and prior incidents of this kind;
12. Any and all policies and/or procedures for maintaining the premises.

13. Acquisition and installation of floor tiling and/or carpeting at the subject location.
14. Video surveillance system at the subject location.
15. Internal records keeping practices for records related to employment, safety, training, and supervision of agents and/or employees.

--

<image001.jpg>

Stephen F. Krzyston

Attorney, Cavanaugh & Thickens, LLC

o 803.888.2200 | f 803.888.2219

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<image002.png>

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From: Aaron Strickland <aaron@ctlawsc.com>
Date: Friday, December 1, 2023 at 1:49 PM**To:** Damon Wlodarczyk <damonw@rplfirm.com>, Monique Trifos <mtrifos@rplfirm.com>**Cc:** Steve Krzyston <steve@ctlawsc.com>**Subject:** Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Damon,

Following up on the status of the status of this.

Thanks,

From: Steve Krzyston <steve@ctlawsc.com>
Date: Tuesday, November 21, 2023 at 2:47 PM**To:** Damon Wlodarczyk <damonw@rplfirm.com>**Subject:** Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Damon, hope you are well. Just wanted to follow up with you to see if your clients could resolve this short of a motion. I know you're loading up for trial so don't want to heap on, but this one has some age on it, and I need to at least clear this hurdle. Thanks,

--

<image005.jpg>

Stephen F. Krzyston

Attorney, Cavanaugh & Thickens, LLC

o 803.888.2200 | f 803.888.2219

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<image007.png>

[png>](#)

[<image008.png>](#)

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From: Aaron Strickland <aaron@ctlawsc.com>
Date: Thursday, November 9, 2023 at 3:40 PM
To: Damon Wlodarczyk <damonw@rplfirm.com>, Monique Trifos <mtrifos@rplfirm.com>
Cc: Steve Krzyston <steve@ctlawsc.com>
Subject: Re: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Damon,

Following up on the status of these deficiency responses.

Thanks,

From: Damon Wlodarczyk <damonw@rplfirm.com>
Date: Friday, October 20, 2023 at 11:49 AM
To: Aaron Strickland <aaron@ctlawsc.com>, Monique Trifos <mtrifos@rplfirm.com>
Cc: Steve Krzyston <steve@ctlawsc.com>
Subject: RE: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Thanks. I look into this. Also, Cheryl Lyons doesn't work for Intermark any longer. The last known contact information is

840 Sparkleberry Lane Apt 1212
 Columbia, SC 29229

We know that she is not that address anymore because that is an apartment community that my client runs and she left there when she left the position.

706-830-6086 is her phone number.

Finally, we need to rework the depositions on November 2. I have a federal case that the plaintiffs ticked off the district judge when we were asked that we consent to having the magistrate try the case. Plaintiffs objected and offered to have her transfer the case to another federal judge. In response, the judge issued an order with jury selection on 12/6 and all pre-trial matters throughout November. Another mediation was ordered an November 2 is the only date the multiple attorneys and adjuster had available.

Thanks

Damon

<image009.jpg> **Damon C. Wlodarczyk | Attorney and Counselor at Law**
Riley Pope & Laney, LLC – Columbia | Charleston | Charlotte
Office: 803.799.9993
Email: damonw@rplfirm.com

From: Aaron Strickland <aaron@ctlawsc.com>
Sent: Friday, October 20, 2023 11:27 AM
To: Damon Wlodarczyk <damonw@rplfirm.com>; Monique Trifos <mtrifos@rplfirm.com>

Cc: Steve Krzyston <steve@ctlawsc.com>

Subject: 2022CP4005305: Gallo v. Autumnwood Crossing et al.

Damon,

Attached please find our letter in response to your discovery responses in the above referenced matter.

Thanks,

<image010.png> Aaron C. Strickland
Paralegal, Cavanaugh & Thickers, LLC
o 803.888.2200 | d 803.888.2335 | f 803.888.2219
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EXHIBIT 5

Defendants' Facebook Post



Autumnwood Crossing Apartments

February 15, 2020 · 🌐

Your new home awaits. Come by today, we are here until 4pm to reserve your brand new apartment.

Live your best life at our carefree, active adult 55+ community!

2 bedrooms with 2 full bathrooms \$650 per month. Income restrictions apply.



3



EXHIBIT 6

Printout of GIS Information



Layers

- Address Points ...
- Building Footprints ...
- GeodeticControl ...
- Roads ...
- Road Maintenance ...
- Parcels ...
- Planning and Zoning ...
- Subdivisions and Tax Map Labels ...
- Contours 2ft 2010 ...
- Water and Sewer ...
- Government Services and Facilities ...
- Emergency Services ...
- Economic Development ...
- Environmental and Recreation ...
- Historic Parcels Since 2000 - Last Year ...
- Orthophotos 2023 ...



3 207 TOPSIDER COURT LEXINGTON, SC 29072 (1 of 3)

Parcel

Tax Map Number: [004300-07-169](#)
 Owner: AUTUMNWOOD CROSSING LP

Property Address
 207 TOPSIDER COURT

(Notice: Please view the address points for the most accurate addressing info)

Mailing Address
 125 OLD CHAPIN RD
 LEXINGTON, SC 29072

Other Attributes for tax year 2026
 Property Type: APARTMENT (UNITS > 4)
 Tax District: 1L

Acres: 3.21
 Taxed as Lots: 0.00

Year Built: 0
 Square Foot Living Area: 0
 Sales Date: June 9 2017
 Sales Price: \$750,000.00
 Sales Price Type: NOT VALID

Legal Residence: LR NO
 Agricultural: AG NO
 Description: PARCEL 1B & OTHER
 Homestead: NO

2024 Taxable Values

Taxable Land Value: \$744,700
 Taxable Building Value: \$1,234,400
 Total Taxable Value: \$1,979,100

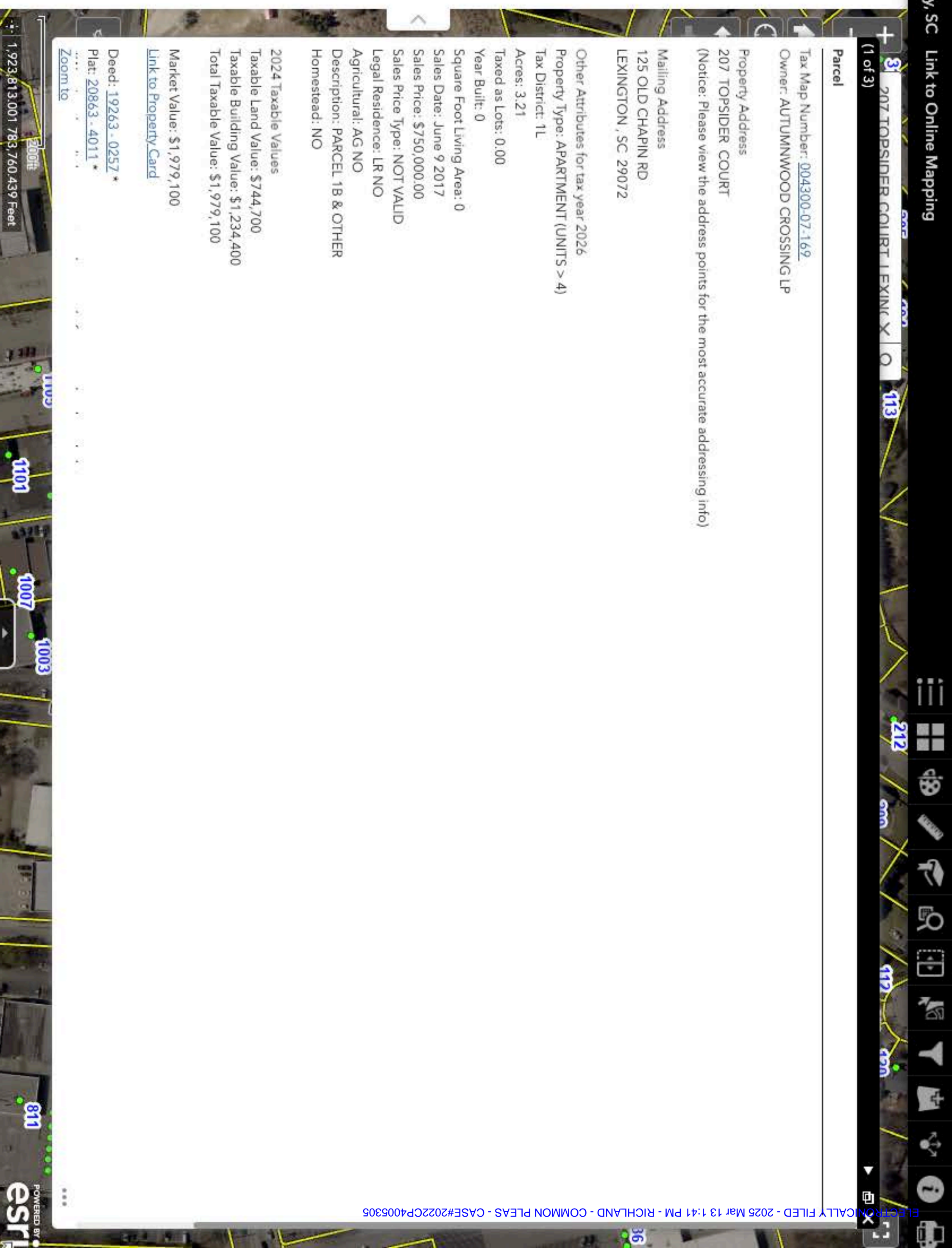
Market Value: \$1,979,100

[Link to Property Card](#)

Deed: [19263-0257](#) *

Plat: [20863-4011](#) *

[Zoom to](#)



RECEIVED

Sep 22 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY

Daniel Coble, Circuit Court Judge

Lower Court Case No. 2022-CP-40-05305

George Gallo, Appellant,

v.

Autumnwood Crossing LP and Intermark Management Corporation,
Respondents.

Appellate Case No. 2025-000757

PROOF OF SERVICE

Pursuant to Rule 262(c)(3), SCACR, undersigned counsel hereby certifies that a true copy of the return to respondent's motion to strike in the above-referenced case has been served upon Damon Włodarczyk at the primary e-mail address listed in the Attorney Information System (AIS) on September 22, 2025.

s/Adam Ruffin

Adam Sinclair Ruffin
SC Bar No. 101350
1320 Main Street, Suite 300
Columbia, SC 29201
(803) 470-5629
adam@ruffinappeals.com

Attorney for George Gallo