

1 STATE OF SOUTH CAROLINA)

2 COUNTY OF SPARTANBURG)

COURT OF COMMON PLEAS

3
4 ALI LATEFI AND KRISTEN A. LATEFI,)

5 PLAINTIFFS,)

6 VS.)

7 DRAYTON MILLS LIVING, LLC,)

8 DEFENDANT.)

TRANSCRIPT

OF

RECORD

2024-CP-42-181

9 **RECEIVED**

10 **Jan 21 2026**

August 18th - 20th, 2025

11 **SC Court of Appeals**

12 B E F O R E:

13 THE HONORABLE GRACE GILCHRIST KNIE, Judge; and a jury

14
15 A P P E A R A N C E S:

16 SCOTT F. TALLEY

17 ESQ.

Attorney for the Plaintiff

18 PATRICK L. STILL, III and MADALYN A. DALTON

19 ESQ.

20 Attorneys for the Defendant

21
22
23 Pamela E. Green
24 Circuit Court Reporter
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

<u>WITNESSES</u>	<u>PAGE</u>
Jury Selection	7
Opening by the Court	33
Opening by Mr. Talley	39
Opening by Mr. Still	46
ALI LATEFI	
Direct examination by Mr. Talley	68
Cross-examination by Mr. Still	90
Redirect examination by Mr. Talley	116
KRISTEN LATEFI	
Direct examination by Mr. Talley	122
Cross-examination by Mr. Still	154
Motions	173
JEREMY SKATES	
Direct examination by Ms. Dalton	185
Cross-examination by Mr. Talley	192
BRENDA BROOKS	
Direct examination by Mr. Still	194
Cross-examination by Mr. Talley	219
Redirect examination by Mr. Still	225

1	<u>WITNESSES</u>	<u>PAGE</u>
2		
3	TARA SHERBERT	
4	Direct examination by Ms. Dalton	231
5	Cross-examination by Mr. Talley	271
6		
7	Publish portions of Depositions:	
8	ARMAN LATEFI	292
9	CAMERON LATEFI	298
10	LOLA LATEFI	305
11		
12	Motions	312
13	Closing by Mr. Talley	319
14	Closing by Mr. Still	324
15	Closing by Mr. Talley	340
16	Charge by the Court	342
17	Question from the Jury	358
18	Verdict	370
19	Certificate	375
20		
21		
22		
23		
24		
25		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

E X H I B I T S

<u>NOS.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
	<u>Plaintiff's Exhibits</u>		
P-1	Lease	66	72
P-2	Eighteen Photographs		76
P-3	SRHS Bill		90
P-4	Work Order		120
P-5	Portal Entry		134
P-6	Work Order		136
P-7	Post in Portal		139
P-8	Invoice		144
P-9	Invoice		145
P-10	Invoice		146
P-11	Invoice		147
P-12	Invoice		148
P-13	Purchase Agreement		154

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

<u>NOS.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
	<u>Defendant's Exhibits</u>		
D-1	Text Messages	197	199
D-2	Text Messages	201	202
D-3	Text Messages	209	210
D-4	Contract	217	218
D-5	Four Photographs	239	242
D-6	work Order	259	261

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

<u>NOS.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
	<u>Court's Exhibits</u>		
C-1	Note from Court		172
C-2	Note from Jury		366

1 P R O C E E D I N G S

2
3 (WHEREUPON, the following takes place within the
4 presence of the jury venire.)

5 THE COURT: Okay. Thank you all again.

6 And so the next segment of jury qualification is that
7 I am going to go through some facts. I'm gonna give y'all
8 a little background regarding the first case up for trial
9 this week. And then I am going to introduce some people
10 to you. And, after that, I will ask you some questions.

11 Again, if you need to respond, you will stand and
12 first give your juror number and then listen to me for
13 direction on how to answer my questions.

14 Okay. Don't stand up and start talking, okay,
15 please. Just take your cue from me.

16 All right. And, again, if you want to talk with me
17 privately, we will do that again right here at our court
18 reporter stand.

19 Okay. I'm doing my best to keep my promise and have
20 those of you not chosen out of here by midday and that is
21 the goal.

22 All right. Okay. Okay. So, the, the title of the
23 case that we need your participation with is Ali Latefi
24 and Kristen Latefi versus Drayton Mills Living, LLC. This
25 is a civil action brought by the plaintiffs, Ali and

1 Kristen Latefi, alleging a breach of the terms of a
2 residential lease agreement for an apartment. The
3 apartment is located, and was at that time, located at
4 Drayton Mills Living at 103 Drayton Crossing Drive in
5 Spartanburg.

6 The facts involved in this litigation occurred in the
7 Summer of 2023. I think maybe a contract may of been
8 signed in July and then the Latefis moved in on or about
9 the 1st of August of 2023.

10 I believe that these apartments are located on Isom
11 Street or off of Isom in the Drayton Mills area, the mill
12 that has been renovated in-between like Pine Street and
13 Skylyn Drive near Pig-Out on the east side of town.

14 Okay. So, the plaintiffs, Ali and Kristen Latefi,
15 brought this action seeking a monetary award for damages
16 resulting from the breach of contract. In response to
17 those allegations, the defendant, Drayton Mills Living,
18 LLC, admits that there was a, a residential lease
19 agreement between the Drayton Mills Living, LLC and the
20 plaintiffs but denies that Drayton Mills Living, LLC
21 breached the contract.

22 Drayton Mills Living, LLC has counterclaimed alleging
23 that the Latefis breached the contract and Drayton Mills
24 Living, LLC is seeking damages from them.

25 All right. And so I've got some questions to ask and

1 people to introduce to you. The purpose of these
2 introductions at this time is to find out if any of you
3 have any connection with anyone involved in the trial of
4 this case, whether that be personal, professional, social,
5 or if you attend church with them, if you have a child or
6 children that may know them from school activities, if
7 they are employed where you are employed.

8 And so, if there's any social or professional
9 relationship of any kind, we need to know that now and to
10 give you the bigger picture. We don't want to know that
11 after you've been chosen as a juror.

12 Okay. We want to know now.

13 And so, if you think that you might know someone,
14 just stand up and we'll find out and I'll try to clear it
15 out for you as best I can if there's a question. You
16 know, it may be maybe I knew that person from church,
17 maybe they lived next door to my mother, and we can try to
18 get more details for you.

19 Okay. Do you understand?

20 Nobody's gonna be angry if you stand up.

21 So, I'm now gonna introduce to you -- first, counsel
22 for the plaintiffs is Scott Talley.

23 (WHEREUPON, Mr. Talley stands at this time.)

24 THE COURT: Scott practices law at, at the Scott
25 Talley Law Firm here in Spartanburg and recently has added

1 offices at the coast and he is accompanied by his client,
2 Kristen Latefi.

3 Ma'am, if you'll please stand.

4 (WHEREUPON, Mrs. Latefi stands at this time.)

5 THE COURT: It's my understanding that the other
6 plaintiff, Ali Latefi, will be joining us tomorrow---

7 MR. TALLEY: That is correct.

8 THE COURT: ---due to scheduling.

9 MR. TALLEY: Yes, ma'am.

10 THE COURT: All right. Thank you. Be seated.

11 (WHEREUPON, Mrs. Latefi complies.)

12 THE COURT: And then we also have, representing the
13 defendants, Attorney Trey Still and his law firm of
14 Clawson & Staubes have offices around the state. He's
15 accompanied by an attorney, Madalyn Dalton, also known as
16 Maddie Dalton, who is with the firm.

17 (WHEREUPON, both attorneys stand at this time.)

18 THE COURT: Y'all may be seated. Thank you.

19 (WHEREUPON, both attorneys comply.)

20 THE COURT: And also present at their counsel table
21 is Tara Sherbert who is the representative of Drayton
22 Mills Living, LLC.

23 All right. So, in addition to those folks, potential
24 witnesses -- and it doesn't mean that all of these
25 witnesses are going to testify. But they have to let each

1 other know and they have to let me know so I can let y'all
2 know of any potential witness.

3 Potential witnesses are Brenda Brooks.

4 Ali Latefi.

5 Kristen Latefi.

6 Kamran Latefi.

7 Arman Latefi.

8 Leila Latefi.

9 Parisa, also known as Pippi, Latefi.

10 Justin Ludy.

11 Doctor Marlon Rampaul.

12 Jeremy Scates.

13 Tara Sherbert.

14 Bert Williams.

15 So, first, is there -- now that I've asked you all of
16 those names in a group -- and if you need the names to be
17 restated, I can, I can restate the list.

18 But does anyone in our jury pool think that you know
19 anyone that I've just listed, if so, please stand.

20 (WHEREUPON, jurors respond at this time.)

21 THE COURT: Okay. So, yes, sir, your juror number
22 please.

23 THE JUROR: Thirty-six.

24 THE COURT: Three six.

25 THE JUROR: Yes, ma'am.

1 THE COURT: And who is it that you think you know?
2 THE JUROR: Mr. Latefi.
3 THE COURT: Mr. Ali Latefi?
4 THE JUROR: Yes.
5 THE COURT: Is that through work or social?
6 THE JUROR: Possibly a doctor, yes.
7 THE COURT: So, it would be professional?
8 THE JUROR: Professional, yes.
9 THE COURT: Okay. Are you a patient?
10 THE JUROR: Yes, Your Honor.
11 THE COURT: Are you currently a patient?
12 THE JUROR: No, Your Honor.
13 THE COURT: And how long ago were you a patient?
14 where does he work, Mr. Talley?
15 MR. TALLEY: Urology here in Spartanburg.
16 THE COURT: It's a urology practice, right?
17 And so if that helps anyone that you or your spouse
18 may --.
19 Okay. So, sir, how long ago has it been since you
20 were seen by Doctor Latefi?
21 THE JUROR: Four months.
22 THE COURT: Okay. And was that just a one time
23 visit?
24 THE JUROR: No, Your Honor.
25 THE COURT: Okay. And so you're an ongoing patient

1 with that group?

2 THE JUROR: Yes, Your Honor.

3 THE COURT: And would that affect your ability to be
4 fair and impartial in this case?

5 THE JUROR: No, Your Honor.

6 THE COURT: Okay. Thank you.

7 That's Juror Number 3-6.

8 Yes.

9 THE JUROR: Juror Number 145.

10 THE COURT: One, four, five.

11 THE JUROR: Yes, ma'am.

12 THE COURT: Yes. Yes, sir.

13 How do you know or who is it that you know?

14 I'm sorry.

15 THE JUROR: Mr. Talley.

16 THE COURT: And how do you know Mr. Talley?

17 THE JUROR: We've done some real estate closings with
18 his office in the past --

19 THE COURT: Okay.

20 THE JUROR: -- and I've known him socially through
21 his, his kids, ball games, stuff like that.

22 THE COURT: Okay. And currently do you -- are you --
23 you -- have you ever been a client of his or it's just
24 that through construction or real estate---

25 THE JUROR: Just through---

1 THE DEFENDANT: ---closing?

2 THE JUROR: Just through real estate closing. Never
3 been a client.

4 THE COURT: Okay. And is there anything about that
5 relationship that would affect your ability to be fair and
6 impartial in this case, sir?

7 THE JUROR: No, ma'am. No, ma'am.

8 THE COURT: All right. Thank you.

9 That's Juror 1-4-5.

10 Anyone else?

11 (WHEREUPON, there was no response.)

12 THE COURT: Okay. Okay. Is any member of the jury
13 pool or has any member of the jury pool ever been
14 represented or had a family member represented or a close
15 friend represented either by Scott Talley Law Firm or
16 Clawson & Staubes Law Firm, if so, please stand.

17 (WHEREUPON, there was no response.)

18 THE COURT: No response.

19 Is there anyone on the jury panel who has had a
20 disagreement with or had a relative, friend, or business
21 associate who has had a disagreement with a landlord or
22 property management company in the past?

23 (WHEREUPON, a juror responds at this time.)

24 THE COURT: And along with that question, is there
25 anyone on the jury panel who has such strong opinions

1 regarding landlords that they could not render a fair and
2 impartial verdict in this case?

3 So, if either of those questions apply and you wish
4 to stand, please stand.

5 (WHEREUPON, one juror responds at this time.)

6 THE COURT: Okay. Sir, can you give me your juror
7 number?

8 THE JUROR: Number 69.

9 THE COURT: Six nine?

10 THE JUROR: Yes.

11 THE COURT: Okay. And, sir, is it that you have had
12 a disagreement or a relative or friend has had a
13 disagreement with a landlord/tenant issue?

14 THE JUROR: Yes.

15 THE COURT: How long ago?

16 THE JUROR: Maybe a year ago.

17 THE COURT: Okay. And, sir, would that affect your
18 ability to be fair and impartial in this case?

19 THE JUROR: I don't believe so.

20 THE COURT: I have to push a little bit on this.
21 Okay. Yes or no.

22 THE JUROR: I think that just depends on the issue.

23 THE COURT: Okay. I'm gon' let you come down and
24 talk to me privately in just a minute. Not right now.
25 Not yet. Not yet.

1 Okay. That's Juror 69 will come down and talk to me
2 in just a moment.

3 Anybody else?

4 (WHEREUPON, a juror raises their hand at this time.)

5 MR. TALLEY: Your Honor?

6 THE COURT: Oh, yes.

7 THE JUROR: Sorry.

8 THE COURT: Your juror number?

9 THE JUROR: Thirty-eight.

10 THE COURT: Yes, ma'am.

11 Is it you or a family member?

12 THE JUROR: Myself. It was probably about 30 years
13 ago.

14 THE COURT: Okay. And it was in regard to an
15 apartment lease or rental?

16 THE JUROR: Correct. Yes.

17 THE COURT: In Spartanburg County?

18 THE JUROR: No.

19 THE COURT: Where?

20 THE JUROR: California.

21 THE COURT: Okay. You said 30 years ago?

22 THE JUROR: Uh-huh. (Affirmative).

23 THE COURT: You must of been really young.

24 Okay. would that affect your ability---

25 THE JUROR: No.

1 THE COURT: ---to be fair and impartial in this case?
2 THE JUROR: I would be fair.
3 THE COURT: Okay. Thank you, ma'am. That's Juror
4 Number 38 is going to stay with us.
5 Anyone else?
6 (WHEREUPON, one juror raises their hand.)
7 THE COURT: Yes.
8 Please -- y'all stand up.
9 Okay?
10 Yes.
11 THE JUROR: well, this---
12 THE COURT: What's your juror number?
13 THE JUROR: One sixty-eight. One sixty-eight.
14 THE COURT: Juror 168.
15 Yes.
16 THE JUROR: Would this have anything to do---
17 THE COURT: Shh, shh, shh.
18 THE JUROR: ---with a lease?
19 Like a---
20 THE COURT: Wait. Wait. Wait. Let me ask you.
21 Okay?
22 THE JUROR: Yes, ma'am.
23 THE COURT: Is it you or someone else?
24 THE JUROR: It's my sister or it's not my sister.
25 But it's my girlfriend's brother.

1 THE COURT: Okay. Does it involve -- does it involve
2 an apartment?

3 THE JUROR: It was a lease on a house.

4 THE COURT: Okay. A lease on a house.
5 And was it in Spartanburg County?

6 THE JUROR: Yes, ma'am.

7 THE COURT: How long ago?

8 THE JUROR: This is two months ago.

9 THE COURT: Two months ago.
10 And -- but you weren't living there?

11 THE JUROR: No, ma'am.

12 THE COURT: Okay. Would that affect your ability to
13 be fair and impartial in this case, sir?

14 THE JUROR: No, ma'am.

15 THE COURT: Okay. Thank you.

16 THE JUROR: Thank you.

17 THE COURT: Okay. That's Juror 1-6-8, correct?
18 One, six, eight --

19 THE JUROR: Yes, ma'am.

20 THE COURT: All right -- is staying with us.
21 Anybody else?

22 (WHEREUPON, there was no response.)

23 THE COURT: Okay. Okay. Other than the folks that
24 have already stood up, and I've got your numbers and so do
25 the lawyers, is there any member of the jury panel --

1 before when I asked you about Ali Latefi I did not ask as
2 a doctor.

3 Okay. But is there any member of the jury panel or a
4 member of their family who has been a patient of Doctor
5 Latefi or his urology, urology practice in Spartanburg?

6 And if you want to respond in private, you will be
7 allowed to do so in just a moment.

8 But does that apply to anyone, if so, please stand.

9 (WHEREUPON, there was no response.)

10 THE COURT: No one else?

11 (WHEREUPON, there was no response.)

12 THE COURT: Okay. Has any member of the jury pool
13 resided in the past or at present at Drayton Mills --

14 (WHEREUPON, there was no response.)

15 THE COURT: -- or a family member?

16 (WHEREUPON, there was no response.)

17 THE COURT: Does any member of the jury panel use
18 Gregory Pest Control for services at your home, residence?

19 Have you used them in the past?

20 Gregory Pest Control.

21 (WHEREUPON, jurors respond at this time.)

22 THE COURT: Okay. Your juror number?

23 THE JUROR: One fifty-eight.

24 THE COURT: Five eight?

25 THE JUROR: One, five, eight.

1 THE COURT: One, five, eight.

2 And you have used them in the past?

3 THE JUROR: I've used them in the past
4 professionally. At different jobs that I was at, we
5 employed them to keep the grounds pest free.

6 THE COURT: Okay. So, it was through your
7 employment?

8 THE JUROR: Yes.

9 THE COURT: And are you still employed there?

10 THE JUROR: No.

11 THE COURT: How long ago did that end?

12 THE JUROR: Two years.

13 THE COURT: Okay. Sir, is there anything about that
14 past relationship that would affect your ability to be
15 fair and impartial?

16 THE JUROR: It's not a positive experience.

17 THE COURT: No, sir.

18 Anything -- can you be fair and impartial?

19 THE JUROR: Yes.

20 THE COURT: Okay. Thank you. And again, everyone,
21 just respond to my questions.

22 Okay. Okay. That's Juror 158.

23 Is there anyone on the jury panel who knows of any
24 reason at all, and right now you and I know very little
25 about the facts of this case, but with what you know right

1 now, does anyone know of any reason at all that you could
2 not be fair and impartial in this case for any reason, if
3 so, please stand.

4 (WHEREUPON, there was no response.)

5 THE COURT: Okay. No response.

6 Counsel, y'all come up please.

7 (WHEREUPON, a bench conference was held out of the
8 hearing of the jury at this time.)

9 THE COURT: Okay. All right. Thank you.

10 Anyone that needed to respond to me privately, I'm
11 going to get you to come down now and talk to me right
12 here at the court reporter stand and I know that we have
13 Juror Number -- was it 69?

14 Were you gonna come down?

15 (WHEREUPON, the juror nods affirmatively.)

16 THE COURT: Anybody that needs to talk to me
17 privately?

18 (WHEREUPON, there was no response.)

19 THE COURT: Okay.

20 (WHEREUPON, the following takes place out of the
21 hearing of the jury venire at this time.)

22 THE BAILIFF: Sixty-nine.

23 THE COURT: Hi. Yes, sir. So, you had a lease, an
24 apartment lease---

25 THE JUROR: Yes, ma'am.

1 THE COURT: ---experience?
2 THE JUROR: It was a house lease.
3 THE COURT: Okay. In Spartanburg?
4 THE JUROR: Yes.
5 THE COURT: How long ago?
6 THE JUROR: I still currently live there. But the --
7 I guess you could say the issue that I have was about a
8 year ago.
9 THE COURT: Okay. And you were able to get it
10 resolved?
11 THE JUROR: Not necessarily.
12 THE COURT: But you're still living there?
13 THE JUROR: Yeah.
14 THE COURT: Okay.
15 THE JUROR: Yeah.
16 So I have an active kind of back and forth between my
17 landlord and I regarding that I'm not repairing certain
18 issues in the house.
19 THE COURT: Okay. Would that affect your ability to
20 be fair and impartial in this case?
21 THE JUROR: I, I guess I don't really know depending
22 on the details of the case because I, I feel like I might
23 have a bias towards, you know, landlord or property
24 management company because of my issues in the past.
25 THE COURT: Okay. I am going to let you go. This is

1 Juror Number 69, okay, from this case.

2 THE JUROR: Uh-huh. (Affirmative).

3 THE COURT: But you'll need to call tonight after
4 6:00.

5 THE JUROR: Okay.

6 THE COURT: Thank you.

7 THE JUROR: Thank you.

8 THE COURT: That's Juror 69 is excused.

9 Okay. You can see the bailiff.

10 Okay. Anything else?

11 MR. STILL: As far as strikes for cause, the---

12 THE COURT: Any, any other questions.

13 MR. STILL: Oh, no. No.

14 THE COURT: Okay. Strikes for cause, yes.

15 MR. STILL: Yes.

16 Again, they said they can be impartial. But both 145
17 and 36 have had prior business dealings with him. You
18 know, again, one of them I think did real estate closings
19 and the other one I believe that is your --.

20 THE COURT: No, it's---

21 MR. TALLEY: That is my client's.

22 MR. STILL: Oh, Doctor Latefi's patient.

23 THE COURT: Yeah.

24 MR. TALLEY: So, one of them is Doctor Latefi's
25 patient. I think Number 36.

1 THE COURT: Thirty-six.

2 MR. STILL: And then 145 had prior business dealings
3 with him -- with Mr. Talley.

4 THE COURT: Just tell me your position. I --.

5 MR. TALLEY: I mean -- yeah, I mean Rod has been
6 stand up -- not, not so much with the real estate closing.
7 But he watched my kids play ball with them in school.

8 The other guy I don't know. I mean he's the one that
9 stood up and said he knows my client. But I don't know.

10 MR. STILL: He's an active patient.

11 THE COURT: Okay. What, what I would think is that
12 the strike for cause can be used for Number 36 cause he's
13 a current patient of that group. I don't know how many
14 doctors are there.

15 But 145, I mean this is Spartanburg. Everybody -- I
16 mean I'm surprised more people didn't stand up for both of
17 y'all.

18 MR. STILL: Yeah, I'm --.

19 THE COURT: Okay.

20 MR. STILL: I'm not well known --

21 THE COURT: Okay.

22 MR. STILL: -- on purpose.

23 THE COURT: Okay. All right. So, Number 36 is gone.
24 Is that it?

25 MR. STILL: Yes, Your Honor.

1 THE COURT: Okay. Okay. So, we're gonna get our
2 list.

3 Okay. If y'all want to sit down.

4 MR. TALLEY: Yes.

5 THE COURT: We'll get the list for you.

6 MR. TALLEY: Thank you.

7 THE COURT: Thank you.

8 That's 36 for cause.

9 Okay. And y'all are welcome to stay in here if you
10 want and y'all can go back or out --

11 MR. STILL: Thank you, judge.

12 THE COURT: -- since they're taking a break.

13 Okay. Y'all think 10 minutes?

14 MR. STILL: Yes, Your Honor. That would be great.

15 Thank you.

16 THE COURT: Okay.

17 (WHEREUPON, a short recess was taken at this time.)

18 THE COURT: Okay. All right. Thank you.

19 If everyone will direct their attention to the deputy
20 clerk of court. She will get the strikes one at a time
21 starting with counsel for the plaintiffs.

22 (WHEREUPON, the jury panel was seated at this time.)

23 THE COURT: Counsel, can y'all come up please?

24 (WHEREUPON, a bench conference was held out of the
25 hearing of the jury at this time.)

1 THE COURT: Okay. Ladies and gentlemen who have been
2 chosen for this jury, I'm getting ready to excuse you all
3 for lunch. I want you all to come back at 2:30.

4 Okay. The bailiffs will tell you where to report.
5 They come into this courtroom or over there?

6 THE BAILIFF: Over there.

7 THE COURT: You'll come to the second floor to the
8 jury assembly room. You will be required to come back
9 through the metal detectors and security again. But
10 you'll need to tell anyone that's asking you where you're
11 headed that you're on Judge Knie's jury, lady judge, jury.

12 Okay. Now, a couple of things. Right now, we all
13 know very little about this case.

14 Okay. And so we are going to learn everything that
15 we need to know about this case from the courtroom, from
16 the attorneys, and from the evidence that is presented.
17 To take anything else into consideration would be unfair
18 to everyone involved in this case. This case is very
19 important to both sides.

20 Okay. And so, as human nature would have it, I know
21 that y'all are gonna call people to let them know that
22 y'all are so excited that y'all have been chosen for Judge
23 Knie's jury this week and you've got to explain that you
24 won't be coming back to work this afternoon or, you know,
25 telling your spouse that you've been chosen. But don't

1 talk about the case.

2 Okay. A lot of people don't even understand that not
3 only can you not talk to a third party, someone not in the
4 jury about the case, you can't even talk to each other
5 about the case until all of the evidence is received and
6 you go into the jury room at the conclusion of all of the
7 evidence and closing arguments and the charge on the law
8 and begin deliberating. And if you think about it, that
9 is fair to everybody because there's no need to start
10 deliberating until you have received all of the evidence.

11 Okay. Okay. So, don't do any independent research.
12 Don't research anything, anybody, anything at all about
13 this case.

14 All right. Everybody can sit where you want to in
15 the jury box upstairs. We'll be going into Courtroom 6D.
16 But, again, when you report, you're gonna come back to the
17 jury assembly room.

18 The bailiffs will bring you up on a private elevator
19 to six -- the sixth floor and then you'll be in a jury
20 room there.

21 Okay. Everybody can move around except is it 176?

22 One seventy-two, you have to sit in the alternate's
23 seat.

24 THE JUROR: Yes, ma'am.

25 THE COURT: Okay. Thank you.

1 All right. I will see you all at 2:30.

2 Thank you.

3 (WHEREUPON, the following takes place outside the
4 presence of the jury.)

5 THE COURT: Okay. Thank y'all.

6 So I'll see y'all in 6D. I don't know when it will
7 be opened.

8 THE BAILIFF: Beg your pardon?

9 THE COURT: We can open it now or we can open it
10 around 2:00 or 2:15 for y'all.

11 Pam will be moving her equipment up, and if y'all
12 want to premark anything or, you know, there are some
13 deposition designations that were sent over the weekend.
14 I don't have the depositions. I just have the
15 designations.

16 MR. STILL: I have -- I can give you a -- if the
17 Court would like a copy of the unofficial, I can give you
18 the unofficial or I have the original officials. Either
19 way.

20 THE COURT: well, I just want to make sure that y'all
21 have exchanged this information. I don't know. These are
22 the children I believe or deposition segments from the
23 children and I don't know if they're going to testify or
24 not or if you need to designate.

25 MR. TALLEY: Your Honor, I reviewed what Mr. Still

1 designated. He sent that over at some point last week and
2 I don't have any objection to that. I don't have anything
3 to add to it either.

4 THE COURT: Okay.

5 MR. TALLEY: So, I was kind of deferring to him as to
6 that material to be submitted.

7 MR. STILL: You---

8 MR. TALLEY: And you're, you're right. Those are the
9 college children who are back at school.

10 THE COURT: Okay. So they will not be testifying
11 live --

12 MR. TALLEY: Correct.

13 THE COURT: -- in addition to the designations---

14 MR. TALLEY: Correct.

15 THE COURT: ---right?

16 So, Trey, I'll just tell you like I tell everybody,
17 let's just -- you need to have somebody here to publish
18 that.

19 MR. STILL: Okay. I plan to have the guy on his
20 first day. I guess tomorrow will be his second day.

21 THE COURT: As long as you've got folks---

22 MR. STILL: Yeah, we're gonna put him on the witness
23 stand.

24 THE COURT: ---and I'm with law -- I am without a law
25 clerk until maybe next week. And I don't think it looks

1 appropriate for my staff to do that, okay, unless there's
2 no other way and everybody agrees.

3 Okay. Okay. So thank y'all. Go polish up your
4 openings and I'll see y'all upstairs in 6D.

5 Oh, and, Pam, they didn't have any objections to the
6 jury.

7 MR. STILL: Thank you.

8 THE COURT: Y'all, I'll put your strikes for cause on
9 the record upstairs.

10 MR. STILL: Thank you, judge, and they have their
11 full things and we would like to put some of our stuff up
12 there if the room -- if the courtroom's gonna be opened.

13 THE COURT: Ashley can get it open for y'all.

14 MR. STILL: All right. Thank you.

15 THE COURT: Okay. I'm not --.

16 THE COURT REPORTER: I'll be in there. So -- well,
17 it will take me a minute to get up there.

18 MR. STILL: Gotcha.

19 THE COURT REPORTER: But I'll be in there. If you
20 knock on the door.

21 MR. STILL: Okay.

22 THE BAILIFF: We'll, we'll open it for you.

23 MR. STILL: All right. Thank you.

24 THE COURT: We'll open it for y'all.

25 Okay. We're not going to lunch.

1 MR. STILL: All right. Thank you.

2 (WHEREUPON, Court was in recess for the lunch break.)

3 THE COURT: Okay. Anything before we have the jury
4 come in, counsel?

5 MR. TALLEY: No, ma'am. I didn't realize this was
6 all the way over here. I'm sorry.

7 MR. STILL: No.

8 THE COURT: Okay. Thank you.

9 MR. STILL: Nothing from the defense, Your Honor.

10 THE COURT: Okay. Do y'all have everything where you
11 want it for your openings?

12 Do y'all need to move anything around, podiums,
13 anything, mics?

14 MR. STILL: Yeah, I, I may use the lecturn if that --
15 lecturn if that's all right.

16 THE COURT: Sure. Just go ahead and get it where you
17 want it --

18 MR. STILL: I've got the---

19 THE COURT: -- or after -- you can do it after he --
20 is Mr. Talley in -- intending to use it?

21 MR. STILL: Is that gonna bother you?

22 MR. TALLEY: No.

23 THE COURT: I don't remember if the juror that said
24 that she's hard of hearing made it on the jury or not.
25 But y'all just talk loudly.

1 MR. STILL: Yeah, I believe he -- she was the
2 alternate that got struck.

3 THE COURT: Okay. Okay.

4 All right. Well, we need to -- Maribel's in here.
5 And so we will get the jury sworn. I will pick a
6 foreperson a little later.

7 Okay. But there is an introduction that I have to
8 do. It's kind of brief. But not as brief as you might
9 think. So -- before you all begin your openings.

10 Okay. All right. And I'm gonna go ahead and just
11 turn this.

12 MR. TALLEY: Thank you.

13 THE COURT: Is this gonna mess up the tech in the
14 room if I do this?

15 (Pause.)

16 THE COURT: Okay. Everyone remember to stand when
17 the jury comes in and when they exit.

18 Thank you.

19 Bring them in.

20 (WHEREUPON, the following takes place within the
21 presence of the jury.)

22 THE COURT: Okay. Everyone be seated.

23 Thank you.

24 All right. We are on the record with regard to the
25 matter of Ali Latefi and Kirs -- Kristen A. Latefi versus

1 Drayton Mills Living, LLC. Civil Action Number
2 24-CP-42-181.

3 Ladies and gentlemen of the jury, thank you all for
4 being prompt. I've been getting updates about you since
5 you left for lunch.

6 I will now ask our deputy clerk of court to come
7 around and you all will now be given a different oath.
8 She will have you rise and raise your right-hand.

9 (WHEREUPON, the jury was placed under oath at this
10 time.)

11 THE CLERK: Thank you.

12 THE COURT: Okay. Thank you all.

13 We are going to begin this trial, and, after I give
14 you a brief introduction to it, you will hear the opening
15 statements of counsel.

16 Okay. Before we begin the trial, I want to tell you
17 that this trial probably will be different from what you
18 might expect. Many people do not have the chance to
19 attend actual court sessions as you-all are doing now and
20 may think, from watching television or movies or reading
21 books, that trials are always full of high drama, intense
22 action, and rivetting circumstances.

23 While all of these things may be true at times, this
24 trial is not for entertainment. It is a fundamental part
25 of our democracy, the opposite of what you may have seen

1 on television or in movies or read in books.

2 This courtroom is a place of honor dedicated to the
3 protection and preservations of citizen's rights through
4 what many have called the greatest justice system ever
5 created. The attorneys appearing before you are advocates
6 for the parties they represent. But first and foremost,
7 they are officers of this Court sworn to uphold the
8 integrity and fairness of our judicial system.

9 You should expect them to be professional, competent,
10 and ethical in the presentation of their client's
11 interests. Remember that you have taken an oath and you
12 are also expected to be professional, reasonable, and
13 ethical. Thank you for accepting the important
14 responsibility of jury service and for your contribution
15 today to our justice system.

16 What I will now say is meant to serve as a
17 introduction to the trial of the case. These remarks are
18 not a charge on the law in the case. I will instruct you
19 on the law at the end of the trial before you-all retire
20 to decide the case. Before the trial begins, I want to
21 explain the procedure that we will follow so that you can
22 better understand what is happening.

23 You have been selected as fair and impartial jurors
24 whose purpose is to find and determine the facts. You are
25 the sole judges of the facts. If at anytime I make any

1 comments regarding the facts, you must disregard it.

2 You are to determine the facts from the testimony
3 that you hear and any other evidence that is presented.
4 You should not be influenced by any opinions or statements
5 you may have heard outside this courtroom. It is
6 especially important that you perform your duty of
7 determining the facts diligently and conscientiously
8 because ordinarily there is no way to correct an erroneous
9 determination of the facts by a jury.

10 When you comply with your oath to impartially
11 determine the facts of the case, you will have fulfilled
12 your duty as jurors and no one will have the right to
13 criticize your verdict. On the other hand, and with equal
14 emphasis, the same law that makes you the judges of the
15 facts makes me the judge of the law.

16 The law, as given by the Court, is the only law that
17 you may consider. You must accept it and follow it even
18 though you may disagree with it. I can not tell you what
19 the facts are and you can not disagree with me about what
20 the law is or what it should be.

21 Your job is to take the law as I give it to you and
22 apply it to the facts as you find them from the testimony
23 of the witnesses and any other evidence that is presented.
24 After doing that, you will render your verdict.

25 As I told you earlier, until I advise you to begin

1 your deliberate -- your deliberations, you must not
2 discuss the case with anyone including your fellow jurors,
3 friends, family members, or anyone involved in the case.
4 This would be any type of communication, whether
5 face-to-face or using any type of electronic device.

6 During your breaks or meals or overnight, if
7 necessary, you can use the devices. However, you may not,
8 at anytime, use these devices to get or send information
9 about this case. This would include any information
10 regarding a party, a witness, an attorney, or a court
11 officer from any source. During the trial, do not read,
12 listen to, or watch any news reports regarding this case.

13 After the case is submitted to you, you must discuss
14 it only in the jury room with your fellow jurors. The
15 attorneys and parties in this case have been advised that
16 they are not to talk with you. And so even if you see
17 someone entering or leaving the courthouse or when you
18 park your car that is involved with this case, do not
19 speak with that person.

20 It is important that you keep an open mind and not
21 decide any issue in the case until all of the evidence has
22 been presented and the parties have made their closing
23 arguments and I have instructed you on the law in the
24 case.

25 Now, in just a moment, the lawyers will make what is

1 called opening statements. They will explain to you the
2 issues in the case.

3 what the attorneys tell you during their opening
4 statements is not evidence in the case. It is only their
5 contention as to what the issues are. The evidence in
6 this case will be presented to you by the testimony of
7 sworn witnesses from the witness stand right here and from
8 any exhibits that may be introduced into evidence.

9 Lastly, from time to time, you may hear one of the
10 lawyers say or I may say they need to approach the bench.
11 That will happen probably more than once during the trial
12 and the reason for this is because you are the judges of
13 the facts and sometimes, when I am discussing matters of
14 law with the attorneys, it may be necessary for me to make
15 a comment about the facts in connection with a ruling.

16 I am not suppose to tell you what I think the facts
17 are. And so I will excuse you from the courtroom or I
18 will have them come up and talk with me quietly and then,
19 after you all leave at some later point, rather than
20 sending y'all in and out several times, we will put that
21 on the record for the court reporter.

22 Okay. I don't -- and the reason is I'm not suppose
23 to tell you what the facts are. And so you will be
24 excused or you will not overhear the discussions.

25 Now, in determining what the facts are in this case,

1 you must decide whether or not the testimony of the
2 witness is believable. It will be my responsibility to
3 rule, as a matter of law, as to whether certain testimony
4 is admissible. But once the testimony is admitted,
5 whether or not you believe it is solely for you to
6 determine.

7 In deciding whether or not to believe a witness, you
8 have the right to consider whether the witness has an
9 interest in the result of the trial, whether the witness
10 is prejudiced towards either the plaintiffs or the
11 defendant, the opportunity for the witness to have seen
12 the matters and things about which the witness may
13 testify, and the way the witness acts on the witness
14 stand.

15 You have a right to consider anything that is in the
16 record that will help you evaluate the testimony of the
17 witnesses. That means it is your responsibility -- your
18 duty to pay close attention to the witnesses, to listen
19 and pay, pay close attention to the attorneys and to the
20 Court.

21 Now, in order to preserve everyone's rights, I will
22 give counsel an opportunity to object to anything that I
23 have said.

24 By the plaintiffs?

25 MR. TALLEY: No objection.

1 THE COURT: By the defendant.

2 MR. STILL: No objection, Your Honor.

3 THE COURT: Okay. And so thank you all for your
4 attention.

5 Now if you will direct your attention to counsel for
6 the plaintiffs.

7 Mr. Talley, opening.

8 MR. TALLEY: Thank you, Your Honor.

9 May it please the Court.

10 THE COURT: Yes, sir.

11 MR. TALLEY: Good afternoon, ladies and gentlemen.

12 We've spent some time together already this morning.
13 But this is the first time I get to address you on behalf
14 of my clients, Doctor Ali Latefi, who will be joining us
15 tomorrow, unfortunately he's traveling today, and his
16 wife, Kristen Latefi, who you've heard about and met
17 earlier. She goes by Krissy.

18 Imagine with me, if you will, that you're moving to
19 Spartanburg and it just so happens that they were moving
20 from Tennessee. They lived in Clarksville, Tennessee
21 where Doctor Latefi was a practicing physician for about
22 seven years and then, in 2023, Doctor Latefi got an
23 opportunity here in Spartanburg. They liked the
24 community. They were excited about moving here.

25 And so, over the course of a couple months as he

1 transitioned with that job, the family wanted to get here
2 and you've heard these names already when the judge was
3 reading you potential witnesses. The Latefis are the
4 proud parents of four children, two boys and two girls.

5 And, in 2023, as beginning of the school year was
6 approaching, all of the children were home. At the time,
7 the two boys were in college. Their oldest daughter was
8 gonna be a senior in high school and their youngest
9 daughter was gonna be going into the sixth grade.

10 So, it was important for them to get to Spartanburg
11 in the summer so the kids could get acclimated and they
12 could begin the school year, particularly the two younger
13 children, in their new school.

14 So what you're gonna hear about over the couple of
15 days is really a couple month time period beginning around
16 July of 2023 and ending towards the end of September,
17 2023. And as Judge Knie told you, what I stand here and
18 tell you now, while I think it's important and it's all
19 great, it's not evidence in this case.

20 The evidence that you're gonna hear is gonna be
21 testimony from witnesses who sit in this witness stand and
22 tell you what they know. It's gonna be documents that you
23 see. It's gonna be photographs that you see and that is
24 the evidence that you are to weigh, whether you believe
25 somebody.

1 whether you think a photograph depicts something that
2 we're arguing it does or the other side is arguing that it
3 does not, that's gonna be your job at the end of the case
4 and what do I think that the evidence is gonna show?

5 well, what I think the evidence is gonna show, once
6 you hear from the witnesses and once you see the
7 documentation that's presented, is that soon after the
8 Latefis moved into their apartment at the beginning of
9 August, 2023, they observed several things.

10 You'll hear testimony that they observed bugs in the
11 apartment. You'll hear testimony that they observed
12 certain droppings in the apartment. You'll hear testimony
13 that, on certain fabric or certain items in the apartment,
14 they saw stains that they thought may have been urine and
15 you're gonna hear that, at night, at times they would hear
16 noises. At first they thought it might of been these bugs
17 that they were seeing in the apartment.

18 And then we're gonna get you a couple weeks into
19 their occupancy of the unit and you'll hear from their
20 son, Kamran, who, at the time, was a student at Rhodes
21 College but was home from the summer that, on a particular
22 night in his parent's bedroom, he saw a bat flying in the
23 bedroom.

24 A lot of commotion came about after that. You're not
25 gonna see a video of the bat. You're not gonna see a

1 photograph of the bat. It happened pretty quickly.

2 But what you are gonna hear and what you are gonna
3 see is that it all started to come together. The noises
4 that my clients were hearing in their apartment were bats
5 in the wall. The droppings that they observed in their
6 apartment were bat feces. The stains that were in fabric
7 was what we believe to be bat urine.

8 Now, Doctor Latefi is a urologist, okay, but he works
9 around many physicians. So, he did what I think a
10 reasonable person would do and he sought advice from a
11 colleague. Here's what we have been exposed to. What
12 should we do.

13 And then what you're gonna hear is that family, all
14 six of them because they had been living in the apartment,
15 got rabies vaccinations because they had potentially been
16 exposed to rabies based on the bat in the unit and the
17 other things that they had observed.

18 You're gonna hear that these shots were painful.
19 You're gonna hear that, to complete this vaccine series,
20 you had to receive four shots and you're also gonna hear
21 that each of these shots cost \$508.00. Six people, four
22 shots, \$508.00 per shot.

23 Okay. Now, my clients followed the advice they were
24 given by their landlord. If you have a problem, make us
25 aware of it, put it in the portal. You'll see certain

1 posts to the portal and you're gonna hear that the night
2 the bat was observed, a, a maintenance technician came
3 over to the house and tried to take certain -- to, to the
4 apartment and tried to take certain measures to trap the
5 bat. He didn't see the bat. Didn't know what happened.
6 My clients obviously had concern about what they had been
7 exposed to.

8 And so, at the end of this case when the judge gives
9 you the law, you're gonna hear that we have two causes of
10 action. We have what's called a breach of contract cause
11 of action. The contract in this case is the lease.
12 You're gonna get a copy of it as the trial moves forward.
13 Somebody can read it if you want to. We'll summarize what
14 we think it says and what the important parts are.

15 But we believe that that lease was breached because
16 of health and safety concerns brought about, exposed to my
17 clients through bats in the unit in the wall.

18 Okay. We've also brought a negligence cause of
19 action that we believe the landlord, and we believe the
20 law in South Carolina is clear on this, that the landlord
21 breached its duty to provide a healthy and safe
22 environment.

23 Okay. That's what you're gonna hear. That's what
24 our case stems from.

25 Now, what you're also gonna hear is a claim by the

1 landlord against my client that my clients breached the
2 lease, breached the contract, the same one that I'm
3 telling you about because, in fact, at the end of
4 September, they vacated the unit. They were concerned
5 about their health. They were concerned about their
6 safety. They were concerned about what they had been
7 exposed to and the testimony's gonna show that they did
8 not think that the landlord was taking adequate steps to
9 remedy their problem.

10 So, they paid through September and they moved out.
11 That's the timeline I told you about just a minute ago.

12 Begins with a signing of a lease in July and it ends
13 towards the end of September. That's what this case is
14 about.

15 Judge Knie told you that this is gonna be much
16 different than TV and it's true. We don't have a whole
17 lot of pictures and videos of crime scene or anything like
18 this. But that doesn't lessen the importance of this case
19 to my client.

20 They had to pay out-of-pocket for those shots. They
21 experienced pain when they got those shots and,
22 fortunately, they have now healed. They're, they're,
23 they're no long term effects that we're aware of. But it
24 caused them great distress in what should of been a happy
25 time to move to their new community, for their children to

1 start school, and for Doctor Latefi to begin his career as
2 a member of the medical community here in Spartanburg.

3 But you get to weigh the facts and you get to weigh
4 the evidence and make that determination and, beyond that,
5 what, what do you do?

6 How do you do that?

7 Obviously I am an advocate for my client. I am an
8 officer of this Court and I assure you that I will be
9 respectful of your time and try to present the information
10 that I think you need and only that which you need. But
11 it's my job to advocate for my clients.

12 You all have different professions, different
13 backgrounds. But what you bring into this courtroom and
14 what I would ask you to use when you begin to weigh the
15 evidence at the close of this case is your common sense.
16 Just good old common sense.

17 That's what I think will lead you to return a verdict
18 in favor of my clients.

19 Is what they did reasonable under the circumstances?

20 That's for you to determine.

21 Did they do something and ask the defendants to pay
22 for it that they should not have done?

23 That's for you to determine.

24 And I think, when you use your common sense
25 collectively, you will find that my client should be

1 awarded money for what they paid to the defendant, for
2 what they had to pay to get rabies vaccinations because of
3 the condition they were exposed to that should have been
4 controlled by the defendant.

5 Thank you for your time. Thank you for your
6 attention.

7 As I said, I will be as respectful of your time as
8 possible. I know there are a million things you would
9 rather be doing than sitting here listening to me right
10 now. But it is very important to my clients that you take
11 in all the evidence, that you don't prejudge the case, and
12 that you render a verdict in favor of the plaintiffs.

13 Thank you.

14 THE COURT: Thank you.

15 Mr. Still.

16 MR. STILL: May it please the Court?

17 THE COURT: Yes, sir.

18 MR. STILL: Good afternoon, ladies and gentlemen.

19 My name is Trey Still. I'm an attorney with Clawson
20 & Staubes.

21 Before we get started I want to introduce a few
22 people that you're gonna hear from this week.

23 Okay. At my table with me, I have co-counsel, Maddy
24 Dalton. She will be asking some questions later in this
25 trial.

1 Also with me at my table is Tara Sherbert. She is
2 the owner of the defendant in this case.

3 I also want to take a chance to go ahead and
4 introduce Scott Finney whose official day -- first day of
5 work is today. We're gonna put him on the stand to read
6 in some testimony on his second day at work, just breaking
7 him in, you know, to going ahead and getting him into the
8 game early.

9 Also you'll see back here, not just to ignore him, is
10 Jordan Smith. He is my summer law clerk.

11 All right. Ladies and gentlemen, I want to first
12 start off and say thank for you being here. Thank you for
13 your presence. I'm also gonna have -- thank you in
14 advance for your attention and patience.

15 I know none of you want to be here and you are hoping
16 you wouldn't be here but you are. Now that you are, I'm
17 gonna ask that you give us your undivided attention.

18 This is going to be a short case. So, hopefully, we
19 can get through it and you can get back to your everyday
20 life.

21 Now, I will tell you though it is very important to
22 my client that you are here to help us resolve this
23 dispute because that's what we have. We have a dispute.

24 All right. My client is a developer of a property
25 here in Spartanburg County and essentially we argue that

1 they have impugned on her reputation and that business's
2 reputation. And so that's what we're here for today is to
3 allow you guys to determine what is true and what is not
4 true because there are some -- several coincidences that
5 we believe suggests that these things aren't true.

6 So, the good news is this is going to be short,
7 hopefully concise, and very clear evidence. The bad news
8 is, at the end of it, I'm gonna ask you for a defense
9 verdict. I'm gonna ask you for a verdict against their
10 claims saying that we did not violate the Landlord Tenant
11 Act and I'm also gonna ask you to pay my client the
12 remainder of the lease money and the fees that were
13 allowable and required under the actual lease for if they
14 actually left early and that's what they did.

15 So, what is -- are you going to be asked to do?

16 All right. There are going to be burdens of proof
17 and it's going to switch at times cause there is a burden
18 of proof on my client as well.

19 What you have to do today and tomorrow is determine
20 whether or not the plaintiff's testimony is truthful. You
21 will hear from the husband, the wife, and three of their
22 four kids and, amazingly, none of their testimony matches.
23 None of it. Not a single iota of it.

24 You will hear other things that we believe that you
25 should take into consideration in weighing what they say

1 in is -- and determine whether or not it's credible.

2 All right. So, you are gonna be the determination --
3 determiner of facts. You are the one that's gonna make
4 the ultimate decision on the facts and we're gonna ask you
5 to please keep an open mind and listen to all the
6 testimony that you hear.

7 But I'm also gonna tell you there are gonna be things
8 that you probably should have heard that you will not hear
9 within the next two days. And, at the end, in the
10 closing, I'm gonna point those out to tell you why they
11 haven't met their burden.

12 Okay. So, again, that is going to be your
13 obligation.

14 So, let's talk a little bit about why we're here,
15 here.

16 All right. I'm gonna give you a little bit of
17 background about the law of South Carolina. But I want
18 you to understand, if I say anything that conflicts with
19 the judge and when she instructs you on the law, please
20 ignore what I have to say.

21 Okay. But I think it's important for you to
22 understand what laws are going to be applied here before
23 you start hearing the actual facts of the case because,
24 otherwise, you hear all the facts, and then you're told at
25 the end what the law is.

1 Okay. So, I'm gonna give you a little bit of
2 understanding. So just bear with me as I go through this.

3 Prior to the enactment of the South Carolina
4 Residential Landlord Tenant Act -- that's a lot to say.

5 Okay. So I'm just gonna call it the act after this.

6 Okay. But prior to that, a landlord could turn over
7 a piece of property subject to a lease and wash his or
8 hand -- his or her hands of that property. Under South
9 Carolina law, there is no duty to fix the property,
10 maintain the property, or do anything when the lease
11 happened.

12 Our Legislature determined that was too harsh of a
13 situation for these tenants. So, they enacted the act,
14 the Land -- South Carolina Residential Landlord Tenant
15 Act, to give rights to the tenants.

16 All right. This is a very important issue in this
17 case, right.

18 The right to sue and the right to actually, in the
19 lease, has very specific situations and parameters under
20 South Carolina law and you will hear, at the end of this
21 trial, that, before you can end the lease and before you
22 can sue a landlord, you have to first show written notice
23 of a complaint and then you have to, two, show that the
24 landlord failed to remedy that complaint within a
25 reasonable time.

1 Now, you will hear language in the lease that we will
2 discuss later on that will talk about those same things.
3 It lays out, if you have a complaint, here are your
4 rights. If you do not hear with us -- hear from us within
5 seven days, make another written complaint and then we
6 will actually do it. If we don't do it within 14 days,
7 then you're free to end the lease, terminate, terminate
8 the lease, and go about your business.

9 Those aren't what happened here, ladies and
10 gentlemen, and, again, that's important because, again,
11 prior to enactment of the act, there was no cause of
12 action. Their cause of action has to fit the elements of
13 the act. If it doesn't, then you have to enter a verdict
14 for the defendant and that's what we're gonna talk about.

15 who is the defendant?

16 All right. Again, Ms. Sherbert's entity is an entity
17 that specializes in revitalization of old mills.
18 Basically historical buildings that are starting to become
19 delapidated.

20 what they do, they come in. They basically tear up
21 all the bat -- the bad stuff. They renovate it and then
22 they make apartments out of it.

23 Okay. This is a very special project to my client.
24 This is the first nice condominium apartment set complex
25 in Spartanburg County. It was the first of its kind and

1 they took great care of it.

2 They build it from basically -- they kept the walls,
3 the floors. They put new ceilings. They did all that
4 they need to do. It was finished in 2015 and 2016 and you
5 will hear from my client that, at no time in two -- since
6 2015 or '16 when this unit became available have they ever
7 had any complaints of any bats or roaches other than the
8 Latefis.

9 Okay. So, again, you will hear that she is gone
10 through all her data, all information that is available to
11 her, and she can not find any evidence of any type of
12 complaints of roaches or bats. And, again, that's kind of
13 what we're here for today is whether or not there's
14 sufficient evidence of unsafe conditions that my client
15 did not address within a reasonable time and that's,
16 again, the very important things there.

17 Did my client react to the complaint and do what was
18 necessary to fix any complaint?

19 So, what I am going to tell you is, at the end of
20 this case, I'm gonna tell you that even if you believe
21 that there were infestations, as they claim, of a bat or a
22 bug, even if you believe that, the act says that they can
23 not sue my client and they can not terminate the lease
24 unless my client failed to act and remedy the situation,
25 which is not the case, ladies and gentlemen.

1 So what are the facts of this case?

2 The facts are that the Latefis started to look to
3 move to South Carolina in early '23, 2023. In May of
4 2023, Mrs. Latefi visited the defendant's property and
5 looked at several units. At some point after she left,
6 late March or late May, she got an email and she got an
7 email about a new unit that basically had come available.

8 You will hear that my client considers this unit to
9 be their penthouse, 2,000 square foot condo, three
10 bedrooms, multiple baths. This is their best unit they
11 have in the development.

12 They notified Mrs. Latefi of that and, ultimately, a
13 lease was signed by the plaintiffs on July 6th with a
14 move in date of August 3rd.

15 All right. So far we agree with everything that the
16 plaintiff is saying about how we got to August 3rd and
17 the move-in dates, okay, and you should be able to see,
18 just so you can acquaint yourself, this is the unit that
19 was leased to the plaintiffs. You can see, again, the
20 brick walls, exposed brick walls, high ceilings, and,
21 again, this is what we called the penthouse of our
22 complex.

23 All right. Once you get to August 3rd, that's
24 where the dispute comes in. That's where you guys are
25 gonna have to get in because what you will hear is the

1 plaintiffs immediately started looking for homes. You
2 will hear that they entered a lease August 3rd to
3 February 2nd. But they immediately started looking for
4 homes.

5 You will hear that the children all testify that they
6 were gonna stay in the apartments until they found a home
7 that they want and we will tell you that's why they moved
8 and we will be able to show that.

9 why?

10 Because, on August 10th, they get an email from
11 their realtor. Their realtor says hey, I've got some
12 homes for you to look at. August 11th they go look at
13 those houses. They decide, August 12th, that they want to
14 put a down payment or put an offer on a house. They
15 actually finalize a house offer with their realtor on the
16 afternoon of August 13th, which was going to be signed
17 the next morning.

18 This house is a beautiful house on the east side of
19 town, 1.2 million-dollar house.

20 All right. You will hear that August 13th, midday,
21 they are finalizing an offer on a house.

22 what happens that night?

23 A bat. A bat shows up.

24 All right. You will hear from the oldest son. He
25 flicks on the lights, sees something black and flying in

1 the corner, immediately goes in a crevice never to be seen
2 again according to him.

3 All right. That's one kid. One set of testimony.

4 You will hear from Doctor Latefi who will describe to
5 you battle royale so to speak with this bat. He threw
6 things at it. He tried to catch him. At times he went
7 back and forth.

8 well, I may have tried to take a photograph. I may
9 have tried to take a video. But, you know, I was
10 panicked. I couldn't really think about things like that.
11 But I did try and I just got a poor result. So, I didn't
12 take a photographs.

13 So, they had a chance. They had the phones with
14 them. You will hear that all six individuals in the home
15 had cameras on their phones that could have taken a video
16 and/or a photograph of this bat and none of them got a
17 photograph.

18 what you will hear is, August 14th, they put the
19 offer on the house, the new house, and then they actually
20 start the move in process.

21 Now, ladies and gentlemen, what happened over the
22 next couple weeks is very important and you will hear
23 that, after that bat sighting, that immediately in the
24 corner went into the crevice never to be seen again, they
25 never had another bat incident. You will hear from my

1 client that a tech came out that night to address the
2 issue. Found no evidence of a bat.

3 You will hear that my client came out the next day to
4 make sure there was no evidence of the bat. No evidence
5 of the bat that day either.

6 You will hear that my client hired a bat expert to
7 come out and put traps outside of the home and the
8 condominium. And you will hear that no bats have ever
9 been sighted, caught, or located.

10 You will hear from the plaintiffs themselves that
11 they needed out of this condo so bad that they needed to
12 terminate a lease four months early. Yet they stayed in
13 the house, in the condominium every single night from
14 August 3rd until mid-September when they moved out.

15 So, this house was so unsafe that they remained
16 inside the house for another month and a few days and,
17 again, without any issue of bats.

18 You will hear that this apartment was infested with
19 roaches. But you will hear that my clients, upon hearing
20 that, sent out Gregory Pest Control. They went out and
21 treated it. You will hear from my client that they treat
22 this particular property four times a year. They go
23 through -- after someone moves out, they go through and
24 clean the entire thing. You will hear that there are no
25 complaints, no documentation of any bug issues.

1 So, ladies and gentlemen, what we have here and what
2 you will see is that my clients had their property accused
3 of being infested. You had a client -- you had tenants
4 who became aggressive to our front desk people that
5 finally just moved out, turned in their key October 1st.

6 But what you will see is, is that the contract
7 specifically says when you can terminate that contract.
8 Those -- and you will see that those were not met in this,
9 this case. That means my client is entitled to four
10 months worth of rent that was not paid by the tenants and
11 the plaintiffs.

12 You will also hear that the contract has an early
13 termination fee because not only do they move out, we have
14 to come in and do a deep clean of the property again. We
15 have to touch up paint and we have to market it. So,
16 there's additional costs that come in to releasing the
17 property.

18 So, at the end of this case, what I'm gonna tell you
19 is, is please listen to the testimony, understand how --
20 the differences in that testimony, see if the testimony is
21 credible, and then what I'm gonna do is tell you that it's
22 not credible, enter a defense verdict for their claims,
23 and allow my client to recover what they're entitled to
24 recover under the lease agreement.

25 Thank you.

1 THE COURT: Counsel, can y'all come up?

2 (WHEREUPON, a bench conference was held out of the
3 hearing of the jury at this time.)

4 THE COURT: Thank you.

5 Okay. Ladies and gentlemen of the jury, there's some
6 things that I need to take up with the lawyers, some
7 matters of law, and also we need to go over some of the
8 potential exhibits in the case.

9 And so rather than keeping y'all here while we do
10 that just to see how far we get, I'm gonna let y'all go
11 until ten o'clock in the morning, okay, to make the best
12 use of y'all's time and we will all continue to do that.
13 The lawyers are not leaving yet. I'm leaving yet. But I
14 don't want y'all sitting in a room waiting with, you know,
15 tapping your fingers, when is Judge Knie gonna get us back
16 in here.

17 Okay. So, we've got plenty of time for this case,
18 first of all, but we do want to make the best efficient
19 use of your time. We all appreciate your being here.
20 Y'all probably feel a little more at ease now that you
21 know where you're going and coming from, where to park,
22 how to get up here.

23 Tomorrow we will start at 10:00. But we will be
24 taking breaks in the morning. You will have a lunch break
25 of, of least an hour and 15 minutes. We will have an

1 afternoon break of at least 15 minutes and I'll do my best
2 to get y'all out of here by 5:00. If it's going to be
3 after 5:00 tomorrow, you-all will know that well in
4 advance of five o'clock. So, if you need to make
5 telephone calls or have the bailiffs do that for you, they
6 will.

7 Okay. All right. Again, no discussions of the case.
8 Y'all have just heard the openings. You haven't even
9 received any evidence yet.

10 Thank you. I'll see you all at 10:00 in the morning.
11 If you will please rise.

12 (WHEREUPON, the following takes place outside the
13 presence of the jury.)

14 THE COURT: Okay. Thank you all. Be seated.

15 I've been told there's also gonna be a tech person
16 coming to look at that screen over there.

17 Okay. Were y'all able to check all your screens in
18 the jury box and they're working---

19 THE BAILIFF: They're working.

20 THE COURT: ---right?

21 What about on the witness stand?

22 THE BAILIFF: Yes, ma'am.

23 THE COURT: It's working.

24 Okay. Okay. So, a couple of things. Earlier today,
25 outside the presence of the -- I mean the jury couldn't

1 hear us but I did request of counsel any strikes for cause
2 and let me find my notes on that.

3 Counsel for the defendant had two strikes for cause
4 and they were as to -- bear with me just one minute --
5 Jurors Number 36 and 145, right?

6 MR. STILL: Yes, Your Honor.

7 THE COURT: And one -- Juror Number 36 was a current
8 patient at the urology group where Doctor Latefi works and
9 he had seen Doctor Latefi on one occasion but did not
10 consider himself to be the patient of Doctor Latefi and I
11 don't really know how all that works.

12 But, anyway, out of an abundance of caution, because
13 he is currently a patient there at that group, I granted
14 that motion to strike.

15 As to Juror 145, the gentleman knew Mr. Talley
16 through business, real estate closings, and, from my
17 experience, real estate closings are kind of the perfect
18 way to practice law because you have a one time enter --
19 or one time client and then they're gone within an hour or
20 something usually. And so there might be multiple
21 clients.

22 But he, in that past, had been a client or had sent
23 business or had clients that go to Mr. Talley. I wasn't
24 really sure. But he is not a current client of the law
25 firm and said that he knew Mr. Talley's family I think and

1 I think there are quite a few members of Mr. Talley's
2 family in four boys, three boys?

3 Three?

4 MR. TALLEY: Three, Your Honor.

5 THE COURT: Three boys and a wife and this is a small
6 community. And so I did not strike him for cause.

7 Okay. With regard to any objections to the jury,
8 there were none such as a *Batson* motion. I asked counsel
9 that at the bench. And so we continued on with this jury.

10 Does that accurately state what happened?

11 MR. TALLEY: Yes, ma'am.

12 MR. STILL: Yes, Your Honor.

13 THE COURT: Okay. Now, last week, in preparation, or
14 maybe in the last two weeks, in preparation for the trial
15 beginning, I have been communicating with the lawyers,
16 driving them crazy. I'm sorry for that. I've been really
17 wanting to know a lot about the case and they've been very
18 helpful.

19 I received pretrial briefs from them and they're
20 proposed voir dire and the witness list as well as verdict
21 forms and any requests for the charge on the law.

22 With regard to the last two things, the verdict form
23 and charges on the law, do y'all have any updated
24 information?

25 I know I got some things last week.

1 But anything else?

2 MR. TALLEY: I don't have anything since then.

3 THE COURT: Okay. Anything?

4 MR. STILL: Your Honor, we did submit a revised
5 verdict form.

6 THE COURT: Do we have that?

7 MR. STILL: I, I sent it by email. I sent it to
8 Ashley I think is who maybe---

9 THE COURT: Yeah, I'm without a law clerk now. So
10 y'all, Ashley's wearing two hats---

11 MR. STILL: Yes.

12 THE COURT: ---and she can wear maybe five hats if I
13 asked her to. She's great. But don't send anything to
14 English's email, my, my former law clerk, who's now in the
15 solicitor's Office here.

16 We don't have it yet.

17 MR. STILL: Okay.

18 THE COURT: Okay. But with regard to the request for
19 charge, I did receive a request from plaintiff's counsel
20 regarding the Landlord Tenant Act. I printed those from
21 the statute and I will print negligence as well.

22 I've got the normal charge and we'll go over all
23 this. I don't want y'all to feel like you had -- I know
24 y'all have had a long day today. But we'll go over all of
25 that at some point and have ample time to do it before I

1 give the, the charge.

2 Okay. And we'll all review the verdict form to make
3 sure they're no typos.

4 Okay. All right. So, anything else before y'all go
5 for the day?

6 MR. TALLEY: No, ma'am.

7 THE COURT: Okay. All right. Oh, one more thing.
8 Do y'all want to sequester your witnesses?

9 If you do, it's fine. I just -- I don't know these
10 folks and so y'all will have to help me look for them
11 coming in. But the parties can be in, of course, but --.

12 MR. STILL: Your Honor, from the defense standpoint,
13 two of their witnesses -- two of the three are gonna be
14 called live. As far as the plaintiffs are concerned,
15 they're both gonna be called live. So, no sequester them.

16 The doctor they're gonna call, I'm fine with that and
17 I mean, again, I don't intend to sequester any of my
18 witnesses.

19 THE COURT: Okay. And then there was an objection
20 regarding any medical testimony, unsupported by medical
21 records I think.

22 But is there any question that the Latefis did get
23 rabies protocol?

24 MR. TALLEY: No question by us.

25 THE COURT: Okay.

1 MR. TALLEY: Yeah.

2 THE COURT: All right.

3 MR. STILL: Your Honor, as far as that is concerned,
4 we do believe that there are definite holes in the
5 documentation of the actual injections. And so, yeah,
6 there are going to be issues.

7 As far as any kind of hearsay on that, I mean any
8 documentation that they have provided in support of that,
9 we -- we're not gonna challenge that on hearsay grounds or
10 anything like that. But we do believe that there is some
11 question whether or not there's adequate proof of
12 injections.

13 THE COURT: And there's a doctor listed as a witness,
14 right?

15 MR. TALLEY: Correct.

16 THE COURT: Okay. All right. Well, thank you all
17 very much and I will see y'all then at 10:00 in the
18 morning.

19 If anybody's running behind, y'all have my cell
20 number and you have Ashley's, don't you?

21 MR. TALLEY: Yes, ma'am.

22 THE COURT: Just keep every -- keep us updated.

23 MR. STILL: Okay. Thank you, judge.

24 THE COURT: All right. Thank you all.

25 Okay. So we're through then until in the morning,

1 and if y'all have information that you want to leave in
2 the courtroom you can. It will be secure.

3 okay?

4 MR. STILL: Thank you, judge.

5 THE COURT: I mean I know the parking garage is kind
6 of far away. But --

7 MR. STILL: Yeah.

8 THE COURT: -- anyway.

9 okay.

10

11 (WHEREUPON, Court was in recess for the evening.)

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 Tuesday, August 19th, 2025

2
3 (WHEREUPON, Plaintiff's Exhibit No. 1 was marked for
4 identification purposes only at this time.)

5 THE COURT: Okay. I'm informed that everyone's here
6 now. Not y'all but the jury. All members of the jury are
7 here.

8 I have conferred with counsel this morning and I'm
9 aware that they're ready to go. So, looks like the A team
10 is here.

11 So, do y'all have anything to take up, either
12 exhibits or anything, before we continue on?

13 MR. TALLEY: Nothing from plaintiff at this time,
14 Your Honor.

15 THE COURT: Thank you, Mr. Talley.

16 Mr. Still.

17 MR. STILL: Nothing from defense, Your Honor.

18 THE COURT: Okay. And we have confirmed that all
19 monitors are working.

20 THE BAILIFF: Yes, ma'am.

21 THE COURT: So whoever's gonna use the electronic
22 equipment, we have tested it and I had Ashley test it this
23 morning to make sure that all of the juror's screens are
24 working and the witness screen is working.

25 Okay. We will now have the jury.

1 Everyone please be reminded that, when the jury
2 enters or exits the courtroom, everyone will rise.

3 Okay. All right. Y'all said y'all didn't want to
4 sequester witnesses, correct?

5 MR. TALLEY: Correct.

6 MR. STILL: Correct, Your Honor.

7 THE COURT: Okay. All right.

8 (WHEREUPON, the following takes place within the
9 presence of the jury.)

10 THE COURT: Thank you. Everyone please be seated.

11 Ladies and gentlemen of the jury, welcome back. I
12 hope you all had a nice, restful evening and were more
13 relaxed in your route here today knowing where you would
14 end up and how your day would go.

15 We are -- yeah, those go up and down. Yeah. Yeah.

16 Okay. All right. Everybody get comfortable.

17 All right. We are back on the record with regard to
18 the matter of Latefi versus Drayton Mills. This is Civil
19 Action Number 24-CP-42-181.

20 We have had the opening statements or arguments by
21 counsel and now we will begin with the plaintiff's case,
22 okay, the moving party's case.

23 And so, if everyone will please direct your attention
24 to counsel for the plaintiffs, Mr. Talley.

25 Mr. Talley.

1 MR. TALLEY: Thank you, Your Honor.

2 May it please the Court.

3 THE COURT: Yes, sir.

4 MR. TALLEY: I would call Ali Latefi to the witness
5 stand.

6 THE COURT: Okay. Please come forward. The witness
7 stand is right here and we will make sure that mic is on.

8 Okay. You will be sworn in by our deputy clerk of
9 Court.

10 THE CLERK: Okay. If you'll put your left-hand on
11 the Bible and raise your right-hand.

12 ALI LATEFI, being first duly
13 sworn, testified as follows:

14 THE CLERK: Thank you.

15 THE WITNESS: Thanks.

16 THE COURT: Do you have water, ma'am?

17 THE WITNESS: I do not.

18 THE COURT: I can't see. They'll get some for you or
19 I've got some, Mr. Bogan.

20 THE WITNESS: Oh, thank you so much.

21 THE COURT: All right.

22 Yes, sir, direct examination.

23 MR. TALLEY: Thank you.

24 DIRECT EXAMINATION

25 BY MR. TALLEY:

Ali Latefi - Direct examination
By Mr. Talley

1 Q. Sir, if you would, please state your name for the
2 record?

3 A. Ali Latefi.

4 Q. All right. And, Doctor Latefi, where are you
5 currently employed?

6 A. At Spartanburg Regional Hospital.

7 Q. Okay. And I represented to this jury yesterday that
8 you took a job there beginning some time around the Summer
9 of 2023.

10 Is that correct?

11 A. That is correct, yes, sir.

12 Q. Is that why you and your family moved to Spartanburg?

13 A. That is correct, yes.

14 Q. Do you recall when you took that job, what month?

15 A. I, I can. If my memory serves me well, it was -- we
16 had discussions I think it was in December and the exact
17 date that I signed the contract with them I don't
18 remember. But it was around -- I want to say April, May,
19 around that time that I signed a contract with them.

20 Q. Okay. So you had been in negotiations with
21 Spartanburg for several months before you actually
22 signed---

23 A. Yes, sir.

24 Q. ---the contact?

25 Is that correct?

1 A. Yes, sir.

2 Q. Okay. What were your plans for housing as part of
3 your move to Spartanburg?

4 A. So, I, I just wanted to say thank you so much. I
5 know you're taking time from your work. I thank you for
6 hearing this. I really do appreciate all.

7 So, the housing was -- we decided that we wanted to
8 rent initially because, honestly, I was not -- I didn't
9 know the lay of the land and I wanted to make sure that my
10 job was a job that I really wanted to stay in here. So,
11 we decided to rent for the first six months, and, during
12 that interim, we were going to look for a housing
13 contract -- contingent on me liking the group,
14 liking the hospital, and the kids liking their school.

15 So, that was, that was the plan.

16 Q. And I also represented to the jury that you moved
17 here in August because you had two children that were
18 about to start school here.

19 Is that correct?

20 A. That is correct, yes, sir.

21 Q. So, at the time we're talking about, you had two sons
22 in college.

23 Is that correct?

24 A. That is correct, yes.

25 Q. You had a daughter in high school.

1 Is that correct?

2 A. That is correct, yes.

3 Q. And you had a daughter in middle school.

4 Is that correct?

5 A. That is correct, yes.

6 Q. Okay. How did you come to know of Drayton Mills as a
7 possible housing opportunity?

8 A. So, the practice I was at before, I was on call every
9 other night. So, I couldn't come. So, my wife came to
10 look for the rental places.

11 So, she found Drayton Mill and then she really liked
12 the place with my daughter and they decided, after they
13 talked to me, they send me pictures, they decided -- we
14 all decided to go ahead with Drayton Mills.

15 Q. Okay. Prior to you moving in, had you ever
16 physically been to this complex?

17 A. No. Never.

18 Q. Had you ever been in the unit that you ended up
19 renting?

20 A. No, sir.

21 Q. Had you only seen the pictures which you just
22 testified to.

23 A. That is correct, yes.

24 Q. Your wife and one of your daughters had visited the
25 unit though, correct?

Ali Latefi - Direct examination
By Mr. Talley

1 A. That is correct, yes.

2 MR. TALLEY: May I approach the witness, Your Honor?

3 THE COURT: Yes, sir.

4 Q. Doctor Latefi, I'm gonna show you a document dated
5 July 6th, 2023. If you'll take a minute to look at that.

6 A. (WHEREUPON, the witness complies.)

7 Q. Are you familiar with that document?

8 A. Yes.

9 Q. What is that?

10 A. It's the lease contract.

11 Q. Okay. And is that the lease that you and your wife
12 entered with Drayton Mills?

13 A. Yes, sir.

14 MR. TALLEY: Okay. Your Honor, I'd ask that that
15 document be admitted as Plaintiff's Exhibit 1.

16 THE COURT: Any objection, Mr. Still?

17 MR. STILL: No objection, Your Honor.

18 THE COURT: Okay. Plaintiff's 1 is in without
19 objection.

20 (WHEREUPON, Plaintiff's Exhibit No. 1 was received
21 into evidence at this time.)

22 MR. TALLEY: Your Honor, may I ask permission to
23 publish the document to the jury via the overhead device?

24 THE COURT: Any objection, counsel?

25 MR. STILL: No, Your Honor.

1 THE COURT: Okay. Publish.

2 And they -- your screen should be turning on. Let me
3 know if you, if you can't see your screen, okay, if it's
4 not on?

5 THE WITNESS: Okay.

6 THE COURT: And the witness can see?

7 THE WITNESS: Yes.

8 THE COURT: Okay. Thank you.

9 Q. Okay. Doctor Latefi, I am showing, as much as I can,
10 of Page 1 of what's now been marked as Exhibit 1. I want
11 to call your attention to Paragraph 3 --

12 A. Okay.

13 Q. -- at the bottom---

14 A. Yes.

15 Q. ---where it says lease term.

16 Do you see that?

17 A. Yes.

18 Q. And the lease term for your rental was August 3rd,
19 2023, through February 2nd, 2024.

20 Is that correct?

21 A. That is correct.

22 Q. Okay.

23 A. That is correct.

24 Q. Paragraph 4 just below that calls for payment of a
25 \$500.00 security deposit.

1 was that deposit paid?

2 A. Yes.

3 Q. Okay. And you can move that microphone if you want.

4 A. Oh, okay.

5 Q. That way you don't to -- there you go.

6 A. Thanks.

7 Q. And then on the right column, it appears that rent
8 each month was to be \$2,439.00.

9 Is that correct?

10 A. Yes.

11 Q. And the first months rent, due to timing and
12 proration and some other charges, was a total of
13 \$2,520.19.

14 Is that correct?

15 A. Yes.

16 Q. Was that paid?

17 A. Yes.

18 Q. Okay. I call your attention to Page 4 of 7 as
19 labeled at the bottom, Paragraph 25.

20 Are you able to see that?

21 A. Yes, sir.

22 Q. Okay. This is entitled condition of the premises and
23 alterations and I'll just read this.

24 It says you accept the apartment fixtures and
25 furniture as is except for conditions materially affecting

1 the health or safety of ordinary persons.

2 Do you see that?

3 A. Yes, I do.

4 Q. Okay. When you moved in, did you become concerned
5 about the health and safety of your family?

6 A. There were a lot of bugs that was -- there were a lot
7 of -- some of the stuff was not very clean.

8 Q. Did you have occasion to photograph some of those
9 concerns that you had?

10 A. We did, yes.

11 Q. I show you --.

12 A. Uh-huh. (Affirmative).

13 Q. If you'll take a minute and look at these.

14 Are you familiar with these photographs?

15 A. Yes, I am, sir.

16 Q. And you're actually in at least one of them.

17 Did you take some of these as well?

18 A. Some, yes. Most of them were done by my wife. But,
19 yes, some, some I did, yes.

20 MR. TALLEY: Okay. Your Honor, I'd ask that these
21 photographs be marked collectively as Plaintiff's Exhibit
22 2.

23 THE COURT: Any objection, Mr. Still?

24 MR. STILL: No objection, Your Honor.

25 THE COURT: Okay. Plaintiff's 2 is in without

1 objection -- are, are in without objection.

2 THE WITNESS: Yes.

3 (WHEREUPON, eighteen photographs were marked as
4 Plaintiff's Exhibit No. 2 and received into evidence at
5 this time.)

6 THE COURT: How many photographs are there?

7 MR. TALLEY: A total of 18, Your Honor.

8 THE COURT: Okay. Thank you.

9 And for the jury's information, counsel will be
10 publishing exhibits for you. We're not passing them at
11 this time. But all exhibits that are admitted into
12 evidence will go with you into the jury room for your
13 consideration rather than letting you all pass and pausing
14 this testimony.

15 Okay. All right. Thank you.

16 Please continue.

17 MR. TALLEY: Thank you.

18 Doctor Latefi, can you see the first photograph on
19 the screen?

20 A. Yes, I can.

21 Q. What does this depict?

22 A. This is from bedroom looking outside and that's the
23 top of our inside ledges actually near the window.

24 Q. Is this in the unit that you occupied at Drayton
25 Mills?

1 A. Yes, sir.

2 Q. Do you recognize this photograph?

3 A. Yes, sir.

4 Q. What does this depict?

5 A. These are -- I have no idea. They look like maybe
6 wasps nests or nevertheless it's inside of the -- this is
7 the one that my wife took. It's inside of the condominium
8 in the corner.

9 Q. Okay. Is the wood that is shown in this photograph,
10 is that the ceiling of the unit?

11 A. That is, yes, sir. I'm sorry. Yes, it is.

12 Q. What does this next photograph depict?

13 A. That is the inside of this house. This I am not -- I
14 have never seen this before. But this is -- again, this
15 one, this one is what my wife took --

16 Q. Okay.

17 A. -- and it, it just shows that this is -- this is a
18 roach that I'm picking up.

19 Q. What room of the house was this?

20 A. This was inside of the living space. Living room.

21 Q. What does this photograph depict?

22 A. This is a bucket that the pet detectors I should say
23 I forgot the -- Palmetto Bug. They were trying to collect
24 the bats from -- my wife took that.

25 Q. Okay. And also let me ask you this.

1 Did you have a problem with wasps at the unit as
2 well?

3 A. We did, yes, sir.

4 Q. Okay. And is a wasps nest depicted in this
5 photograph next to the bucket?

6 A. Yeah. Yes. And that actually -- yeah, I took a
7 couple of pictures of that too.

8 Q. Do you know what this photograph is?

9 A. This is -- again, this is bat urine.

10 Q. And where is this located?

11 A. This is inside of our bedroom that my wife and I
12 shared.

13 Q. If you would, explain to the jury what this
14 photograph is.

15 A. Yeah.

16 So this is inside of the bedroom all the way in the
17 corner where one of the Drayton Mill people came and this
18 is where the bat was. They sealed that. As you can see,
19 this is the foam from the sealant.

20 Q. When you're talking about foam in the ceiling, are
21 you talking about this material---

22 A. Yes, sir.

23 Q. ---that I'm pointing to---

24 A. Yes.

25 Q. ---now?

1 A. Yes.

2 And then there was also, inside, that -- you can't
3 see it in this. But also inside of that, there's a beam
4 here, it's an iron beam, that all of that was also sealed
5 too. We can't see it from here.

6 Q. Okay. Is this in the same room as the urine
7 photograph we looked at just prior?

8 MR. STILL: Objection, Your Honor. It's speculation.

9 THE WITNESS: Yes, sir, it is.

10 THE COURT: I'm, I'm sorry. There was an objection.
11 That would be overruled.

12 Okay. Thank you.

13 Q. All right. What does this next photograph depict?

14 A. This is my wife cleaning up all the stuff apparently
15 and these are like bat feces also.

16 MR. STILL: Objection, Your Honor.

17 May we approach?

18 THE COURT: Yes.

19 (WHEREUPON, a bench conference was held out of the
20 hearing of the jury at this time.)

21 THE COURT: Thank you.

22 Please continue.

23 Q. All right. Doctor Latefi, I'm showing you another
24 photograph.

25 Do you -- what, what does this depict?

1 A. That's another bug. That's on the carpet. I, I
2 don't know exactly where that carpet is. But it is inside
3 the house. Yeah.

4 Again, that's in that same corner where they sealed
5 where the bat was initially in the, in the living -- I
6 mean in the bedroom.

7 Q. All right. Now, you, you mentioned the bedroom
8 several times. This photograph has a bed.

9 Is this the bedroom?

10 A. Yes, that's correct. And you can see the sealer all
11 the way up there too.

12 Q. Is this the master bedroom?

13 A. It is, yes.

14 Q. And when you're talking about the sealer, you're
15 talking about --

16 A. Right there, yes.

17 Q. -- the material shown here?

18 A. Yes. Yes.

19 Q. Do you know what this photograph depicts?

20 A. That is a bat dropping that was right underneath
21 that.

22 MR. STILL: Objection, Your Honor. Same objection as
23 earlier.

24 THE COURT: Okay.

25 Q. Doctor Latefi, when you say that's a bat dropping, is

1 that what you believe that to be?

2 A. It is, yes. I believe that to be. It's exactly
3 where the bats were sighted and we saw these and it was
4 the bat dropping.

5 Q. Okay. And what -- the white material depicted in
6 this photograph---

7 A. That -- that's our sheet, the, the bedroom sheet.

8 Q. And that bed is the bed we saw in the photograph---

9 A. Yes, sir.

10 Q. ---just prior?

11 A. Yes, sir.

12 Q. What does this photograph depict?

13 A. That's a hornets nest. I think it's a hornet or
14 wasps nest inside of the house.

15 Q. I think this is just another photograph of the sealed
16 area.

17 Is that correct?

18 A. That's correct. You can actually see -- also
19 there's, in the corner right here, I don't know if you can
20 see on the -- not this one, but on the other side, you can
21 see the sealers also.

22 Q. Are you pointing to this area?

23 A. No, no. On, on top. Right here.

24 Q. Right here?

25 A. Now this -- and then if you go across on the other

1 side, you can see it too. It's -- a lot of sealers were
2 used.

3 Q. Is this in the master bedroom?

4 A. Yes, sir.

5 Q. Was the sealer placed after the bat sighting?

6 A. Yes, sir.

7 Q. Is this just a closeup of that same area?

8 A. Correct. And that you can see more of that, yes,
9 sir.

10 Q. Do you recall where this bug was located?

11 A. Yes, it's inside of the house. I don't remember
12 exactly where this was. It's a friendly neighbor.

13 Q. And that's just a different photo---

14 A. Uh-huh. (Affirmative).

15 Q. ---of what we saw earlier that shows that location,
16 correct?

17 A. Yes, sir.

18 Q. Do you recall where this spider was?

19 A. Yes, inside of the house. You can tell.

20 Q. So, all the photographs we just looked at in Exhibit
21 2 were taken by you or your wife after you occupied the
22 unit, correct?

23 A. That is correct, yes, sir.

24 Q. Did you ever hear noises in the unit?

25 A. Yes. Actually, yes, we did.

1 Q. Describe what you heard to the jury.

2 A. Chirping at, at -- woke us up in the middle of the
3 night and then we started looking. I -- honestly, I
4 thought it was a rat or something and then we couldn't
5 really sleep at night and then we kept hearing the chirps
6 the next day also and, you know, I recorded it.

7 Q. All right. Now, the recording that you just
8 testified about, was that done before or after the bat
9 sighting?

10 A. So, my son saw the bats and then we went in the
11 living room because we didn't see any bats in the living
12 room and then I came and I wanted to make sure that I have
13 some type of document. So, I sat there that, that night,
14 the 13th, which is -- and I sat there because I could
15 hear the chirp and I recorded it.

16 Q. Okay. Did you yourself ever see the bat?

17 A. I did, sir, yes.

18 Q. Okay. Where did you see the bat?

19 A. So, it was in our bedroom and then my son was taking
20 a nap over there and then we were really worried about
21 this chirping. So, he comes out. He goes I know what's
22 going on. You guys have bats.

23 So, I ran inside. I saw the bat and it was -- now it
24 was darker. It was becoming darker and then I saw the bat
25 over there.

1 So, afterwards, we decided that -- you know, I went
2 on to -- first it was like oh, it's a bat. That's kind of
3 crazy. I went into medical journal. I did a search. My
4 specialty -- I'm not an infectious disease doctor. So, I
5 just wanted to make sure because I knew there was rabies
6 in bats.

7 So, according to the -- all the literature, you were
8 not suppose to be in the -- near the vicinity of the bats
9 because of possibility of rabies. So, that's where we all
10 moved and we decided to see if we can get a hotel that
11 night.

12 Q. All right. Hold on just a second. Let's back up.

13 A. Sure. Sure.

14 Q. All right. Which son saw the bat in the room first?

15 A. Kamran, my oldest.

16 Q. And at the time Kamran was home from college.

17 Is that correct?

18 A. That is correct. They helped us move to the
19 condominium or apartment.

20 Q. You weren't able to take a photograph of the bat when
21 you saw it, were you?

22 A. No, I did not, no, sir.

23 Q. And the recording that you mentioned you took later
24 that night?

25 A. Yes, it was the -- it was like around 10:30, 11:00,

1 12:00 o'clock. Again, I, I can't be sure. Yeah, but
2 it's -- I have the recording and I have the --.

3 Q. When you took---

4 A. -- the time---

5 Q. ---that recording, where were you located?

6 A. I was just sitting right there because I was
7 listening -- trying to listen to -- for this bats.

8 Q. All right. Were you sitting in the master bedroom?

9 A. In the master bedroom, yes, sir.

10 MR. TALLEY: Your Honor, I'd ask permission for him
11 to play the recording that he is testifying about.

12 THE COURT: Any objection?

13 MR. STILL: No, Your Honor.

14 THE COURT: Okay.

15 THE WITNESS: Sorry. It will take a little bit of
16 time cause I have to --

17 MR. TALLEY: That's all right.

18 THE WITNESS: -- reboot my com---

19 Q. Just when you get it there and cued up, if you'll
20 hold it close to the microphone---

21 A. Of course.

22 Q. ---so everybody can --.

23 A. Yes.

24 I'm sorry. I'm just turning my phone on. So, I do
25 apologize. Yeah, it says recording August 3rd, 2000 --

1 August 13th, 2023. So I'm gonna forward this.

2 (WHEREUPON, the recording was played at this time.)

3 Let me go back. This, this was it. Report -- play
4 it again.

5 (WHEREUPON, the recording was played again at this
6 time.)

7 Q. And so that noise that you just played --

8 A. Uh-huh. (Affirmative).

9 Q. -- was the noise you heard --

10 A. Yes.

11 Q. -- in the master bedroom?

12 A. Yes.

13 Q. Okay.

14 A. All night.

15 Q. Okay.

16 A. Yes.

17 Q. And that was -- we're saying at night.

18 But, but it's the early morning of August 13th,
19 correct?

20 A. That's -- yeah.

21 well, actually August 13th, after my son, my son
22 saw the bat, I wanted to have some type of a document. So
23 that's what -- afterwards, it was like late at night. I
24 would say eleven o'clock or something because I couldn't
25 sleep that night.

1 Q. Did you yourself reach out to anyone at Drayton Mills
2 after---

3 A. Oh, yes.

4 Q. ---this happened?

5 A. We called that night and then my wife has documents
6 that we talked extensively about this and the -- about we
7 saw the bat and then I think the next day they came in and
8 they put the sealant in there.

9 Q. At that point in time were you looking at houses?

10 A. No. No, sir. At that point, no, we were not. We
11 were not.

12 We were -- so, the whole premise of this thing was,
13 for the six months that we were gonna be there, we were
14 going to look but nothing serious because, if I was going
15 to look at the houses, I would of done that from May until
16 August because why would I wanted to pay two moves.

17 So, our intent was to rent, to find a place, to make
18 sure that I liked the job that I'm at before settling down
19 and saying this is the exact place that we want to stay in
20 for rest of my life.

21 Q. Did what you just testified about on August 13th
22 change that?

23 A. Yes. Absolutely.

24 I mean it was -- after I read this stuff, I -- excuse
25 me. I talked to a couple of my friends. Sorry about

1 that.

2 After I talked to a couple of my friends about the
3 seriousness of rabies, I, I became extremely, extremely
4 concerned and, honestly, I didn't want my loved ones to be
5 essentially because I don't know if jury knows. Rabies
6 is -- there is no cure once you get the rabies. They're
7 very few patients that have actually beat the rabies once
8 you -- so that's why it was really important to make sure
9 that we get proper care right away.

10 Q. And what did you understand that care to be?

11 A. So, after talking to them and then -- so, I was new
12 to this place. So, I reached out. I talked to the
13 infectious disease doctor.

14 After talking to them, they said you need to get four
15 rabies shot, each member of the family, and also an IGG,
16 which is a immunoglobulin, which the IGG was -- I think it
17 was like 1,600, 1,700 dollars each for each shot. And the
18 rabies shots were like 550.

19 So they said---

20 Q. Let's make sure I understand that.

21 A. ---you have to get four of these for each family
22 member because we don't know who got exposed or who
23 didn't.

24 Q. Did you yourself get four shots?

25 A. I did, yes, sir.

1 Q. Did each member of your family get four shots?

2 A. Yes, sir, that's based on the recommendations from
3 our infectious disease doctor, Doctor Rand Paul, and also
4 from the Department of Health.

5 Q. All right. Are all those shots given at one time?

6 A. No, once a week. That was the -- and these shots are
7 extremely painful. Not when you're getting it but you
8 have flu symptoms afterwards. You feel terrible and you
9 have severe arm pain and you have really large lymph
10 nodes. It's really painful. I don't recommend anybody
11 getting it for the heck of it.

12 Q. Would you have recommended it to your family if you
13 weren't concerned about exposure to bats?

14 A. Absolutely not. Absolutely.

15 why would I want to expose my family to this when --
16 if it wasn't a concern?

17 Q. Let me show you this document.

18 Are you familiar with it?

19 A. Yes.

20 Q. Okay. And what does this document represent?

21 A. This is payment for the shots, for the rabies
22 vaccines or shots, the first dose.

23 Q. And how many of these are there?

24 A. There's four.

25 Q. And what is the price for each shot?

Ali Latefi - Direct examination
By Mr. Talley

1 A. It's 508.98, \$508.98.

2 Q. Did you pay that?

3 A. Yes, we did.

4 Q. Did you have to pay that for each shot?

5 A. For each shot for each member of the family.

6 Q. Okay. But the four I'm showing you now are just
7 specific to you, right?

8 A. Just for me, yes, sir.

9 MR. TALLEY: Your Honor, I'd ask that these documents
10 be collectively entered as Exhibit 3.

11 MR. STILL: No objection, Your Honor.

12 THE COURT: Okay. Exhibit No. 3 in without objection
13 and those are invoices, Mr. Talley?

14 MR. TALLEY: Yes, ma'am.

15 THE COURT: Thank you.

16 (WHEREUPON, the invoices were marked as Plaintiff's
17 Exhibit No. 3 and received into evidence at this time.)

18 MR. TALLEY: That's all the questions I have for this
19 witness, Your Honor.

20 THE COURT: Okay. Thank you.

21 Cross-examination will be Mr. Still?

22 MR. STILL: Thank you, Your Honor.

23 CROSS-EXAMINATION

24 BY MR. STILL:

25 Q. Good afternoon, Doctor Latefi.

Ali Latefi - Cross-examination
By Mr. Still

1 A few questions---

2 A. Good morning.

3 Q. ---for you and just a -- kind of lay a groundwork
4 here.

5 Sitting here today, you are what we call the American
6 dream, are you not?

7 would you agree with that?

8 A. I'm not sure what that means.

9 Q. All right.

10 A. But yes.

11 Q. Let's talk about it.

12 You moved here in 1982 from Iran?

13 A. Uh-huh. (Affirmative).

14 Q. You went to med -- undergrad in Maryland I believe
15 and then you went to med school.

16 Is that correct?

17 A. That's correct, yes, sir.

18 Q. And then when did you become a U.S. citizen?

19 A. 1990 -- a -- again, '96 I want to say, '94, '96.

20 Q. So---

21 A. I'm not sure.

22 Q. ---part of the requirements for becoming a citizen,
23 you have to understand and learn about our courts,
24 correct?

25 A. I believe so, yes.

1 Q. Okay. And today you were put under oath where you
2 told this jury --

3 A. Yes, sir.

4 Q. -- 13 people --

5 A. Yes, sir.

6 Q. -- that are missing their work as you acknowledged --

7 A. Yes, sir.

8 Q. -- that you were gonna tell them the truth?

9 A. Absolutely.

10 Q. All right. And you understand that lying under oath
11 is subject to perjury charges.

12 Is that correct?

13 A. One hundred percent.

14 Q. All right. And going back on that testimony that you
15 told your attorney, it's your testimony that you were not
16 looking at houses on August, August 13th.

17 Is that correct?

18 A. As -- again -- so, were we looking at the houses
19 during that entire time?

20 Yes.

21 But it doesn't mean that -- so part of that whole
22 thing was for the six months that we were there, we're
23 going to look at all these different houses. It doesn't
24 mean that we were going to commit.

25 Q. All right. Now, Doctor Latefi --

1 A. Yes, sir.

2 Q. -- again, these 13 individuals over, over here
3 deserve the truth.

4 A. Absolutely.

5 Q. Earlier you were asked a question were you looking at
6 houses during this time period when you saw the bat and
7 you said no.

8 Are you changing that testimony now?

9 A. No. No.

10 Again, I am saying that I was -- okay. So just very,
11 very ease -- easily I can tell you that when I'm saying
12 I'm looking at the houses, are we committing?

13 No.

14 Are you looking at?

15 So, it's like, it's like -- I'm sure the jury has
16 gone and looked at the houses when they were going through
17 looking at the inventory, looking at where things are.

18 Are you looking at the houses to buy right away?

19 No.

20 But are you planning to understand what the market
21 is?

22 Absolutely.

23 Q. All right. And again, Doctor Latefi, at the---

24 A. Yes, sir.

25 Q. ---risk of repeating myself and asking you under oath

1 subject to perjury, are you telling this jury that you
2 were not committing to any property on August 13th of
3 2023?

4 Is that your testimony?

5 A. That is my testimony as far as I know, yes, sir.
6 But -- until we found the bats.

7 Q. Okay. And, in your deposition, I asked you it -- how
8 long did you plan on staying and how long did you plan on
9 renting and I believe your testimony was until you found
10 the, air quote, "perfect house."

11 Is that correct?

12 A. That's -- in six months, yes.

13 Q. Okay. Now, in this situation, you moved in on
14 August 3rd of 2023.

15 Is that correct?

16 A. That is correct.

17 Q. In your deposition you testified that, from
18 August 3rd of 2023 until you and your family moved out
19 in mid-September, that you did not spend a night at any
20 other place other than the condo that we're talking about
21 today.

22 Is that correct?

23 A. That is correct, yes, except the first night that
24 we -- my son and my two daughters, we came in and we
25 stayed in a hotel because we were moving.

Ali Latefi - Cross-examination
By Mr. Still

1 Q. All right. Now, you -- so, again, you became
2 concerned for your safe -- kid's safety and we looked
3 through a series of photographs earlier.

4 Do you recall going through those photographs?

5 A. Yes, I did.

6 Q. Is that correct?

7 A. Yes, sir.

8 Q. All right. Doctor Latefi, you understand that you're
9 a plaintiff in this case?

10 A. Yes, sir.

11 Q. You understand -- we talked about earlier --
12 yesterday you may not have been here -- but a burden of
13 proof and I just want to make sure that you have not hired
14 anyone, you and your team, have not hired anyone to ever
15 analyze what was in that apartment and whether or not it
16 was urine -- bat urine or droppings?

17 Is that correct?

18 A. Actually, I have to disagree with you, sir, because
19 the person that -- the apartment from Palmetto --.

20 MR. STILL: Objection, Your Honor. Hearsay.

21 THE WITNESS: No. Hold on. You asked me---

22 THE COURT: Excuse me.

23 MR. TALLEY: He's on cross---

24 THE COURT: But he's answering your question on
25 cross-examination.

Ali Latefi - Cross-examination
By Mr. Still

1 MR. STILL: Okay. So hearsay is fine?

2 Is that, is that the---

3 THE WITNESS: It's not hearsay, sir. It's---

4 THE COURT: I'm sorry, sir. There's been an
5 objection.

6 If counsel can approach please---

7 MR. STILL: Okay.

8 THE COURT: ---and maybe I should of made this
9 clearer to y'all at the beginning.

10 (WHEREUPON, a bench conference was held out of the
11 hearing of the jury at this time.)

12 THE COURT: Thank you.

13 Please continue.

14 Q. All right. Doctor Latefi, I want to ask you a
15 question and I apologize for that.

16 A. I thought you wanted me to answer the question.

17 Q. Let me reask my question.

18 Okay?

19 A. Sure.

20 Q. Isn't it true that you, Doctor Latefi, and
21 Mrs. Latefi, never hired anyone to come in your house and
22 inspect the bat droppings?

23 Isn't that true?

24 Yes or no?

25 A. That is true. But, but --.

1 Q. And---

2 A. May I elaborate on that because you just asked -- so,
3 the person that came from the Palmetto Bugs, they came in,
4 the gentleman with his son. He say oh, yeah, this --
5 these are definitely bat. This is the -- actually he
6 showed us. He said this is the urine. This is the bat
7 poops.

8 He said -- and this is exact -- his exact words were
9 you see what happened was, these bats, there was a, a --
10 essentially a juvenile bat that was wondering and the
11 chirping that you heard was the parents were looking for
12 that.

13 So, based on his testimony, I mean do, do, do -- why
14 do I need to go ahead and get somebody else and they also
15 trapped a lot of bats afterwards.

16 MR. STILL: Objection, Your Honor.

17 May we approach?

18 THE COURT: Yes.

19 (WHEREUPON, a bench conference was held out of the
20 hearing of the jury at this time.)

21 THE COURT: Ladies and gentlemen of the jury, I am
22 going to let y'all leave the courtroom at this time. I'll
23 get you back in as quickly as I can.

24 Okay. Thank you.

25 If everyone will please rise.

1 (WHEREUPON, the following takes place outside the
2 presence of the jury.)

3 THE COURT: Okay. Please be seated.

4 Mr. Still.

5 MR. STILL: Yes, Your Honor.

6 We move to strike the prior testimony regarding what
7 the wildlife specialist said.

8 Prior to him getting into that evidence, we made an
9 objection that it would be hearsay. My understanding, the
10 objection was overruled based on allowing it to proceed.
11 At that point he continued to testify to object -- to
12 hearsay.

13 The definition of hearsay, Your Honor, just for the
14 record, is out-of-court statements proved -- used to prove
15 the matter of the truth asserted. In this situation, this
16 is expert testimony that they're not gonna have that is
17 hearsay, and, therefore, we believe that the hearsay
18 should not have been allowed and we ask that it be
19 stricken from the record with a, a curative instruction if
20 Your Honor --.

21 THE COURT: Okay. And, at this point, Mr. Still, of
22 course, I don't know who's going to testify or who's going
23 to be called or what has been testified to in depositions
24 because none of that has been provided to the Court yet.

25 Okay. I do know, on the potential witness list,

1 there are some what, pest control representatives listed.
2 I don't control the strategy of who is being called by
3 whom.

4 All right. But let me hear from Mr. Talley with
5 regard to---

6 MR. STILL: And---

7 THE COURT: ---his clients response to your question.

8 MR. TALLEY: Your Honor, the entity that he was
9 referring to is an entity that is called Palmetto wildlife
10 Extractors. It was hired by the defendant on August the
11 15th of 2023.

12 Candidly, nobody from Palmetto wildlife is gonna be
13 called to testify. However, during the defendant's
14 presentation of their defense and their counterclaim, I do
15 intend to ask them about that person they hired and the
16 work that was performed.

17 THE COURT: Okay.

18 MR. STILL: Your Honor, may I?

19 THE COURT: Yes.

20 MR. STILL: Your Honor, I, I mean, to be honest with
21 you, if we -- I think another simple cure to this or
22 situation is if I can talk to my client about what that
23 same individual told her and be allowed to ask and solicit
24 that information directly from her on the same grounds
25 that it was allowed in here and I think that would be fine

1 with us, Your Honor.

2 THE COURT: Okay. Well, it seems to be important to
3 the case, right?

4 Okay.

5 MR. TALLEY: And I would have no objection to that,
6 Your Honor.

7 THE COURT: Okay. And the other option would be
8 that -- well, that I could tell the jury that there has
9 been no evidence presented that it was bat droppings. But
10 that the witnesses can testify what they did as a result
11 of communications they had with experts that came to the
12 property based on what they were told. What did they do
13 in response to information that they received since that
14 information isn't going to be testified to from an expert.

15 And I understand that costs is part of all this. The
16 jury's not in here. I mean I can't imagine how much it
17 would cost to have all this stuff tested and, you know,
18 hindsight's always 20/20. But it sounds like it was an
19 ex -- emergent situation that -- at, at, you know, from
20 what I'm gathering, if, if I'm taking the facts as they
21 are coming at me, that everybody was trying to figure out
22 what to do and hindsight is always 20/20.

23 So, whatever y'all want to do is fine with me. It's
24 y'all's case.

25 MR. STILL: Yes, Your Honor.

Ali Latefi - Cross-examination
By Mr. Still

1 THE COURT: Okay. And, again, the jury's not in
2 here. So --.

3 MR. STILL: All right. Thank you, Your Honor.

4 MR. TALLEY: Your Honor, just one other point not
5 directly related to that.

6 I, I don't believe I told my client -- it's probably
7 obvious to the Court now. But when an objection is
8 made --

9 THE COURT: Yeah.

10 MR. TALLEY: -- just pause --

11 THE WITNESS: Oh, I'm sorry.

12 THE COURT: Yes.

13 MR. TALLEY: -- and let the Court deal with that. So
14 it just---

15 THE COURT: And the attorneys---

16 MR. TALLEY: ---might be---

17 THE COURT: ---are gonna come up to me when they make
18 objections, and we call it speaking or talking objections
19 in front of the jury, so that the jury doesn't overhear
20 the objections or is led by the objections.

21 okay?

22 MR. STILL: I apologize, Your Honor.

23 THE COURT: Yep.

24 Okay. So, how do ya'll want me to handle it though?

25 MR. STILL: Your Honor, it---

1 THE COURT: I'm sorry. My laptop is kind of in the
2 way.

3 MR. STILL: If it---

4 THE COURT: I normally stand up. But I don't want to
5 make anyone feel uncomfortable. So I'm sitting.

6 Yes.

7 MR. STILL: Yes, Your Honor.

8 I believe the Court's brief prior suggestion of just
9 that there's no current testimony as to what it was.
10 There's no expert testimony. Then, you know, again
11 allowing us to ask my client what the same person told
12 her. I think that's the, that's the fine result, Your
13 Honor.

14 THE COURT: So, you want me to -- and I want to make
15 sure before I ask Mr. Talley if you agree.

16 Y'all agree for me to make a statement to the jury
17 that you-all will stipulate that there will not be expert
18 testimony coming in as to what these -- this waste or
19 liquid or whatever this was on the floor, what it was, or
20 on the walls or on the ceiling. There's been no -- there
21 will be -- even if there's been some testing, which I
22 don't know whether there was, but that won't be coming in
23 at the trial.

24 MR. STILL: That's fine, Your Honor.

25 MR. TALLEY: That's correct.

Ali Latefi - Cross-examination
By Mr. Still

1 THE COURT: Okay. And then y'all are both going to
2 examine your witnesses regarding what they were told by
3 someone that came out?

4 MR. STILL: Yes, Your Honor.

5 Thank you.

6 MR. TALLEY: Yes, ma'am.

7 THE COURT: Okay. Okay. If I mess it up, y'all can
8 correct me.

9 All right. Thank you. Anything else before we have
10 the jury?

11 (WHEREUPON, there was no response.)

12 THE COURT: Nope.

13 Okay. Do y'all need a break?

14 This would be a good time if y'all do before we bring
15 them back in.

16 THE WITNESS: Yes, please.

17 THE COURT: Anybody need a break?

18 THE WITNESS: Just a three -- I mean it's -- that's,
19 that's -- go ahead. I mean it's up to you.

20 MR. STILL: I'm, I'm -- I've got two, three more
21 minutes maybe.

22 THE COURT: Okay. Okay. Nobody need a break cause,
23 after this, we will continue on.

24 Okay. All right. Thank you.

25 All right. And if you need to step out, sir, after

1 your testimony is concluded, you can do so quietly.

2 THE WITNESS: Thank---

3 THE COURT: Okay.

4 THE WITNESS: Thank you.

5 THE COURT: All right. We will now have the jury.

6 THE WITNESS: Sorry my back is to you.

7 THE COURT: No, that's fine.

8 (WHEREUPON, the following takes place within the
9 presence of the jury.)

10 THE COURT: Okay. Thank you all. Please be seated.

11 Ladies and gentlemen of the jury, thank you for your
12 patience. We are ready to continue on. But I am going to
13 talk to y'all first about one thing.

14 Okay. The attorneys have agreed, and we call it a
15 stipulation, the attorneys have stipulated in this case
16 that there will not be -- they agree that there will not
17 be expert testimony presented as to the nature of the
18 contents that were found on the floor or the walls or the
19 ceiling of this apartment.

20 Okay. They aren't gonna have scientific evidence
21 that has tested whatever was found. But they have agreed
22 that there was a person or a group that came out at the
23 request of the defendant and both sides will be able to
24 testify about their conversations with those individuals
25 or that individual.

Ali Latefi - Cross-examination
By Mr. Still

1 Okay. Did I say it correctly, Mr. Talley?

2 MR. TALLEY: Yes, ma'am.

3 THE COURT: Mr. Still.

4 MR. STILL: Yes, Your Honor.

5 THE COURT: Okay. And so we will continue now with
6 cross-examination of plaintiff's first witness, Doctor
7 Latefi.

8 MR. STILL: Thank you, judge.

9 CONTINUED CROSS-EXAMINATION

10 BY MR. STILL:

11 Q. All right. Doctor Latefi, I believe Exhibit 2 to
12 your deposition was a series of 18 photographs that you
13 and your family took of the conditions of the house.

14 Is that correct?

15 A. Yes, sir.

16 Q. All right. Isn't it true that you never submitted
17 any work order stating that the house or the condo was
18 generally unclean?

19 Isn't that true?

20 A. We actually talked to the -- and my wife can attest
21 to that because she was mostly in charge of that -- that
22 we communicated with them that we saw bugs. They sent
23 people in to clean that multiple times. They came and
24 covered up that wasp nest inside.

25 They came and -- also they came and looked at inside

1 of the drains because most of these bugs apparently come
2 through the drains. And so that's -- yeah, that -- but we
3 did tell them.

4 Q. All right. Doctor Latefi, my question is isn't it
5 true, as far as general cleanness, you said it was unclean
6 when you moved in, you never submitted a work order asking
7 my client to clean the apartment.

8 Is that correct?

9 A. Yes.

10 But let me explain to you?

11 Q. Okay.

12 A. When you're moving in, we have movers. You're not
13 gonna go look at every little cranny. You know, you're
14 just moving in. So, that's what happened.

15 Q. All right. Now, you mentioned another thing. You
16 mentioned bugs that were in the house and we saw two dead
17 bugs. We saw you scooping up a bug and we saw a spider.
18 That's the only bugs you have taken pictures of.

19 Is that correct?

20 A. Yes.

21 But there were a lot more, sir.

22 Q. Okay. But, again, in front of the jury today, yes or
23 no, you didn't take any other pictures, did you?

24 A. Every time I see a bug I don't take a picture, sir,
25 no.

1 Q. Okay. Well, you did take pictures of some bugs,
2 correct?

3 A. I did.

4 Q. All right. And you mentioned earlier that you
5 documented a recording because you wanted to document it.

6 But you didn't document any other bugs in the
7 apartment, correct?

8 A. I -- as I said, I took pictures of those bugs that --
9 but there were plenty of them. It's, it's -- I'm not sure
10 but have you -- I mean I have lived in -- when I was
11 younger, when I was in college, I lived in apartments and
12 we saw bugs a lot. And I never went and took picture of
13 every bug that moved in and moved out. Sometimes they're
14 too fast for us also. You can not take a picture of them.

15 Q. All right. Doctor Latefi, you understand that you
16 brought a suit claiming that your family was exposed to
17 infestations. You took photographs because you believed
18 that. But you didn't take photographs of the other bugs.

19 Is that correct?

20 Yes or no.

21 A. No, I didn't a picture of the other bugs, no.

22 Okay.

23 Q. Now, as far as the response to each time you spoke to
24 my client, they sent someone and addressed those concerns
25 regarding the bugs.

1 Is that correct?

2 A. That's correct, yes, sir.

3 Q. And each time they responded, it was within 14 days,
4 if not the next day.

5 Is that correct?

6 A. Yes, that's correct. Yes.

7 Q. All right. Now let's talk about the bat.

8 Now, Doctor Latefi, you testified in your deposition
9 that, at one point, you tried to catch the bat.

10 A. That is correct.

11 Q. Is that correct?

12 A. Yes, sir.

13 Q. And another time you started throwing things at the
14 bat?

15 A. That is true.

16 Q. Is that correct?

17 A. That's true.

18 Q. All right. At one point you said that you started to
19 try to take a picture. But then you told me that you were
20 in a panic moment and wouldn't of thought to take a
21 picture.

22 Do you recall the testimony?

23 A. Yes, I, I --.

24 Q. And do recall testifying to that?

25 A. If I can explain myself that would be great.

1 Q. Yes or no---

2 THE COURT: Yes, sir.

3 Q. ---and then you can---

4 THE COURT: You can answer the question.

5 A. Yes.

6 Be -- because the way I'm -- the way I'm feeling
7 though is you're trying to corner me to a spot. But let
8 me explain to you.

9 When I saw the bug -- I mean the -- I saw the bat, it
10 was way in the corner. There was one light. It was very
11 dim light that's provided inside of the bedroom and we had
12 two, two very dim lights or, you know, on the side of the
13 beds.

14 So, the lighting was not that good. So, I tried to
15 take a picture. It was almost kind of like black in that
16 area. I tried to use the flashlight from the phone. I
17 couldn't.

18 So, then I decided to throw stuff at it. But my arm
19 couldn't reach it for some reason. I tried to throw a
20 towel at it. It was way in the corner. It's like 19-feet
21 ceilings. So on that, that was the issue.

22 Q. All right. So, again, it's your testimony that not
23 only did you walk in and see the bat, but you threw things
24 at it and tried to catch it.

25 Is that correct?

Ali Latefi - Cross-examination
By Mr. Still

1 A. That is correct, yes, sir.

2 Q. All right. Now, Doctor Latefi, you mentioned earlier
3 that you called the emergent line that night --

4 A. Uh-huh. (Affirmative).

5 Q. -- and isn't it true a technician from my client came
6 out to your house that night.

7 Is that correct?

8 A. That, again, as I -- remember I told you this was two
9 years ago. I think they came the next day.

10 Q. Okay.

11 A. I could be wrong.

12 Q. So---

13 A. But they came the next day.

14 Q. So your -- again, are you testifying, yes or no, that
15 the tech came out that night?

16 A. I -- as I said, remember we, we had the discussion
17 before. A lot of times your memory is very plastic.

18 Things change. But, that night, I don't remember them
19 coming in. They came the next day because that's why we
20 slept in the living room.

21 Q. Okay. And you testified that the entire family slept
22 in the living room the night of this incident.

23 Is that correct?

24 A. That is correct, yes, sir.

25 Q. And it's your testimony all six of you slept in the

1 living room out of your concerns.

2 Is that correct?

3 A. That is correct, yes, sir.

4 Q. All right. Now, you testified earlier that your
5 doctor suggested that you get vaccine -- vaccines and an
6 IGG.

7 Is that correct?

8 A. That is correct.

9 Q. All right. Those are two separate sets of shots,
10 correct?

11 A. That is correct, yes.

12 Q. All right. Now, again, you said that you had these
13 shots out of concern for the health and safety of your
14 family, correct?

15 A. Yes, sir.

16 Q. But isn't it true that you, as the father, decided
17 not to get the IGG shots as you say you were told to get?

18 Is that correct?

19 A. Yes, that is correct --

20 Q. Okay.

21 A. -- and I'll tell you why. They said that it's not
22 necessary but it is better.

23 Q. Okay.

24 A. That was the concern.

25 Q. But, again, concern for the safety and concern of

1 your kids, because rabies is incurable, but you did not
2 follow the instruction you got from your---

3 A. As I said---

4 Q. ---infectious disease doctor?

5 A. As I said, they said it's paramount for you to get
6 the rabies shots. But it would be also better to get the
7 IGG shots.

8 And, to be honest with you, I didn't have that much
9 money to fork out right away another \$6,000 no -- how much
10 of -- like another \$8,000 to -- right away to fork out on
11 an IGG. Based on risk and assessments, I decided that it
12 would be best to go ahead with the rabies shots.

13 Q. Okay. Now, again, after August 13th, that night,
14 my client sent someone that you recall coming in and
15 putting sealant in the next day, correct?

16 A. That is correct, yes.

17 Q. All right. And after August 13th, you never saw a
18 bat inside the condo again.

19 Is that correct?

20 A. That is correct.

21 Q. All right. Again, my client, upon notification,
22 immediately addressed the issue.

23 Is that fair?

24 A. That is correct. But we were still exposed.

25 Q. Okay. Now, again, from the night that you moved

1 in -- I think you said maybe the first night you were
2 there you slept in a hotel.

3 But from the first night you were there, you slept --
4 you and your wife and your daughters slept in the
5 condo/apartment every night until you moved out to move
6 into your new home.

7 Is that correct?

8 A. Yes, sir.

9 Q. Okay. And you---

10 A. We did.

11 Q. You would of purchased your home in mid-September of
12 2023.

13 Is that correct?

14 A. That is correct.

15 Q. And then my understanding is you would of moved out
16 on September 18th of 2023.

17 Is that correct?

18 A. I don't remember the date exactly. But that seems to
19 be correct, yes.

20 Q. All right. Now, going to your house that you ended
21 up buying, do you recall the purchase price of that being
22 1.2 million?

23 A. What does that have to do with this?

24 Q. Again, I'm asking questions.

25 A. Sure.

1 Q. Okay. And, again, this is the perfect house, as you
2 described to me in your deposition, is that correct?

3 The one---

4 A. No, it was---

5 Q. ---that you were looking for?

6 A. I did -- no, it was not the perfect house. We only
7 looked at three houses. But we wanted to get out of the
8 place as soon as possible.

9 Q. Okay. And, again, just so we understand, when you
10 saw the bat, you had not started the process of making an
11 offer on any house, correct?

12 A. No, sir, we did not.

13 Q. Okay. Now, this house, earlier though, you told me
14 though that you intended to rent until you found the
15 perfect house.

16 Is that correct?

17 A. Until the six months is over, yes.

18 Q. Okay.

19 A. But during that time -- okay. So, I am sure that a
20 lot of people have looked at houses. Everybody does that.
21 It doesn't mean that you're going to buy them. And a lot
22 of times you can put contingency on when you're going to
23 move in and move out.

24 So basically that's what I was trying to tell you
25 that what happened was we were going to look at houses.

1 That's why we initially, instead of doing a whole year, we
2 went with six months because that was the intent.

3 Q. And, again, the lease that you signed was for six
4 months basically---

5 A. Correct.

6 Q. ---to the end on February 2nd of 2024.

7 Is that correct?

8 A. Yes, sir.

9 Q. You agree that a lease is a binding contract both
10 between you as the tenant and my client as the landlord.

11 Is that correct?

12 A. That is absolutely correct.

13 Q. All right. You understand, I assume, that there are
14 penalties for moving out of an apartment early, correct?

15 A. That is correct, yes, sir.

16 Q. All right. And you understand that the actual lease
17 in this situation contains provisions that would allow you
18 to terminate the contract?

19 A. Yes, sir.

20 Q. Okay. And do you agree with me that every time you
21 complained, whether or not it's a bat or a bug, my client
22 responded within a day?

23 A. Okay. Yes.

24 Q. You agree with that?

25 A. Yes.

Ali Latefi - Cross-examination
By Mr. Still

1 Q. Now, the new house that you moved into, my
2 understanding is, since moving in, you have spotted
3 several bugs in that house as well.

4 Is that correct?

5 A. Maybe one or two.

6 Q. Okay. But you have spotted bugs, correct?

7 A. Yes.

8 Q. Okay. And it's my understanding that also you have
9 sued the seller, the person who sold you---

10 MR. TALLEY: Objection, Your Honor.

11 THE WITNESS: Oh, my gosh.

12 THE COURT: Can you come up?

13 (WHEREUPON, a bench conference was held out of the
14 hearing of the jury at this time.)

15 THE COURT: Ladies and gentlemen of the jury, I need
16 to instruct you that you are in no way to consider in any
17 way the last question that counsel started to ask this
18 witness. It is not to be discussed in your jury room.
19 You are not to bring it up at all.

20 Thank you.

21 Continue.

22 MR. STILL: Nothing further, Your Honor.

23 THE COURT: Any redirect?

24 MR. TALLEY: Yes, Your Honor.

25 REDIRECT EXAMINATION

Ali Latefi - Redirect examination
By Mr. Talley

1 BY MR. TALLEY:

2 Q. Doctor Latefi, Mr. Still asked if you had ever had a
3 work order created regarding bugs.

4 Do you recall that question?

5 A. Yes.

6 Q. Do you recall reporting bugs to---

7 MR. STILL: Objection, Your Honor.

8 May we approach?

9 THE COURT: Yes.

10 (WHEREUPON, a bench conference was held out of the
11 hearing of the jury at this time.)

12 THE COURT: Thank you.

13 Please continue.

14 Q. Doctor Latefi, Mr. Still asked you if you ever
15 complained about the cleanliness of the unit in general.

16 You remember that question?

17 A. Yes.

18 Q. Did you make complaints about the unit?

19 A. Yes, at, at -- after a few days, yes. We, we sent a
20 bunch of emails. My wife can attest to that better
21 because she's a lot better than me.

22 Q. I want to show you this document entitled work order.

23 Are you familiar with this document?

24 A. Yes, I am.

25 Q. And on the description about two-thirds of the ways

1 down the page it says tenant came into the office.

2 Do, do you recall -- did you go or did your wife go?

3 A. We -- some -- sometimes she would go. Some -- I mean
4 the, the -- let me explain this. We went down there
5 almost every day.

6 Q. Why?

7 A. Because of these issues. Every day we would go and
8 ask hey and their answers were initially yes, we'll send
9 somebody that -- eventually, when it came to bats, they
10 just spent -- they said -- I think they must of gotten the
11 direct -- I'm, again, speculating that don't talk about
12 that anymore.

13 Q. Okay. Well, let's, let's stay focused on this right
14 now.

15 A. Sure.

16 Q. Okay. Do, do you recall on this date where it says
17 tenant came into the office?

18 Do you -- if you went to the office this day and made
19 this complaint or your wife?

20 A. I, I don't recall, sir.

21 Q. Okay.

22 A. But we did.

23 Q. Okay. All right.

24 A. I been there many times let me just say.

25 Q. This lists both of you as tenants, correct?

1 A. Yes, sir.

2 Q. Okay. And will you read what the description is of
3 this particular work order?

4 A. Tenants came into the office to let me know they saw
5 huge roaches in their apartment, water bugs. Tenants
6 stated that the roaches scream at night and it woke them
7 in the middle of night.

8 Q. Okay. And if you look at the right corner, this says
9 created on August 12th, 2023, correct?

10 A. That is correct.

11 Q. That would of been before the bat sighting, correct?

12 A. That's correct, yes.

13 Q. If you look just below that, Mr. Still asked you
14 about them coming out the next day.

15 That says, does it not, completed on August 17th,
16 2023?

17 A. That is correct.

18 Q. That's five days later, right?

19 A. Yes, sir.

20 Q. Okay. At the time you made this complaint, did you
21 think it was the bugs you were hearing at night?

22 A. I didn't know. I thought they could be. I have no
23 idea. I didn't know then until we found out obviously the
24 next -- my, my son found out that was the bats.

25 MR. TALLEY: Okay. Your Honor, I'd ask that this

1 work order be introduced as Plaintiff's Exhibit 4.

2 THE COURT: Any objection?

3 MR. STILL: No objection, Your Honor.

4 THE COURT: Okay. Plaintiff's Exhibit No. 4 is in
5 without objection.

6 (WHEREUPON, the work order was marked as Plaintiff's
7 Exhibit No. 4 and received into evidence at this time.)

8 MR. TALLEY: No further questions.

9 THE COURT: Okay. Thank you.

10 Sir, you may step down.

11 THE WITNESS: Thank you so much.

12 Does anyone need a break or can y'all come up for a
13 minute?

14 (WHEREUPON, a bench conference was held out of the
15 hearing of the jury at this time.)

16 THE COURT: Okay. So, ladies and gentlemen of the
17 jury, I know you-all have been in and out. But the
18 lawyers have been in here since about a little bit before
19 ten o'clock this morning.

20 And so we're gonna take a 10 minute break at this
21 time to give them and their clients an opportunity to
22 stand up, move around a little bit.

23 Don't discuss anything about the case and we'll get
24 you back in here as quickly as we can. Thank you very
25 much.

1 (WHEREUPON, the following takes place outside the
2 presence of the jury.)

3 THE COURT: Okay. Thank you all. We'll be at ease
4 for 10 minutes.

5 okay?

6 (WHEREUPON, a short recess was taken at this time.)

7 THE COURT: Be seated. Be at ease.

8 Are y'all ready?

9 MR. TALLEY: Yes, ma'am.

10 MR. STILL: Yes, Your Honor.

11 THE COURT: Okay. Okay. So, y'all, a little bit of
12 housekeeping.

13 I'm assuming that the next witness is gonna be the
14 other plaintiff?

15 MR. TALLEY: Correct.

16 THE COURT: Is it -- so, after that, we'll break for
17 lunch I'm assuming---

18 MR. TALLEY: Yes.

19 THE COURT: ---right?

20 And I will give you -- usually I give the jury at
21 least an hour and 15 minutes because it's just not easy to
22 get in and out of here. And so, depending on how that
23 goes, just understand that it will -- if you're planning
24 on any afternoon witnesses, it would at least be an hour
25 and 15 minutes after y'all finish with this.

Okay. And I'm trying to limit y'all on time. I'm just trying to help you plan your witnesses.

Okay. We will now have the jury.

(WHEREUPON, the following takes place within the presence of the jury.)

THE COURT: Okay. Thank you all. Please be seated.

We are continuing in the matter of Latefi versus Drayton Mills. Civil Action Number 24-181. We are still in the plaintiff's case.

Everyone direct your attention to counsel for the plaintiffs, Mr. Talley.

MR. TALLEY: Thank you, Your Honor.

May it please the Court.

I would call Kristen Latefi to the stand.

THE COURT: Ma'am, please come forward.

Is there water up here?

THE WITNESS: Yes, ma'am.

THE COURT: Thank you.

THE CLERK: Put your left-hand on the Bible and raise your right-hand.

KRISTEN LATEFI, being first
duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. TALLEY:

Q. Ma'am, if you would, please state your name for the

1 record.

2 A. Kristen Latefi.

3 Q. All right. And, Mrs. Latefi, you go by Krissy.

4 Is that right?

5 A. Correct.

6 Q. Okay. You are married to Doctor Latefi that was with
7 us earlier, correct?

8 A. Correct.

9 Q. And y'all have four children?

10 A. Correct.

11 Q. All right. I don't want to belabor the point.

12 But you're familiar with Exhibit 1, the lease,
13 correct?

14 A. I am.

15 Q. And you signed that as well?

16 A. Yes.

17 Q. Okay. When did you first learn about Drayton Mills
18 as a possible housing opportunity?

19 A. I came out with my daughter, our youngest, Pippi we
20 call her, in May of 2023 to -- it was our first time
21 visiting Spartanburg since my husband had accepted the
22 offer. And so we didn't personally know what we were
23 getting into really.

24 So, we came for her to look at schools and to test it
25 over at the day school and also to, to seek out an

1 apartment. We knew we wanted to do something like a short
2 term lease while we house hunted or got, got our feet wet
3 in the area and let my husband figure out if he really
4 liked this job.

5 Q. And, in May of 2023, did you actually go visit
6 Drayton Mills?

7 A. We did, yeah, Pippi and I did.

8 Q. I don't know that we said this. It's in the lease.

9 But can we all agree that the unit you rented and
10 that we're here about, it was Unit 305, right?

11 A. That is correct.

12 Q. Okay. So, when did you first see Unit 305?

13 A. Actually we, we didn't see it until we moved into it.
14 So, when we went to see Drayton Mills, we were shown some
15 sample units. You know, maybe what like a two bedroom
16 looked like or I think that's as big as they had for us to
17 see that day. So, we were sent pictures of what came
18 available after we had gone back to, to Tennessee and I
19 think it was -- I'm trying to remember. It was maybe July
20 that -- no, I, I can't recall exactly the date.

21 But we received notice from Drayton Mills that oh,
22 surprise, the penthouse was going to be available and they
23 sent pictures and they knew we were interested and it
24 looked great and also we thought cool, okay. We'll, we'll
25 all just agree to pull the trigger on it and do a short

1 term lease there.

2 So, at first I saw it and any of us really were was
3 the day we moved in --

4 Q. Okay.

5 A. -- other than pictures.

6 Q. All right. Now, I asked your husband about some of
7 these photographs now in evidence collectively as
8 Plaintiff's Exhibit 2. Again, I don't want to belabor the
9 point. But he testified that you took some of these. And
10 so I'm gonna just flip through them. If they're the ones
11 you took, just stop me and if you'll explain what we see.

12 Is that fair?

13 A. Sure.

14 I'm --.

15 MR. TALLEY: Are your screens working, ladies and
16 gentlemen?

17 (WHEREUPON, the jurors nod affirmatively.)

18 Q. Okay. All right. Mrs. Latefi, do you recognize this
19 photograph?

20 A. I do.

21 Q. Okay. What does it depict?

22 A. It's the window ledge inside of the master bedroom.

23 Q. And did you take this photo?

24 A. I believe I did.

25 Q. This one is -- it blinks. I don't know. But we'll,

1 we'll make it work.

2 Okay. What does this photograph depict?

3 A. We didn't know what that was really and we thought
4 perhaps it was the start of beehives. They looked kind of
5 funky. But given that we kept seeing cockroaches
6 everywhere or Palmetto Bugs, that we thought perhaps it
7 was some sort of a nest of something starting, and when we
8 started seeing other insects, we got a little nervous
9 about what it was.

10 Q. All right. And just, for the record, you're
11 referring to these?

12 A. That's correct.

13 Q. Okay. Do you know what this depicts?

14 A. I do.

15 That is actually under our mater -- that's in the
16 master bedroom under our bed and that was not there
17 upon -- that was, that was, that was there when we moved
18 in and then it got worse. I, I kept finding debris from
19 the, the bricks and the -- just the, the facade or the
20 back -- the inside of the, the wall there more and more.

21 Only went to clean it out, it kept showing up. Like
22 something was making stuff crumble off the walls and I
23 couldn't quite understand. So I took pictures of it.

24 Q. Okay. This is your husband?

25 A. Yeah. Sorry. Yes.

1 Q. He testified about this photograph.

2 Anything different you would say about it?

3 A. I have a lot to say about that. But that is what

4 Palmetto wildlife put out to capture the bats --

5 Q. When you say they put it---

6 A. -- or what---

7 Q. ---put it out, are you referring to this blue bucket?

8 A. The blue Lowe's bucket, yes. That's correct.

9 Q. Do you have any knowledge of -- I mean it, it, it
10 goes and comes. I mean it's fine but I'm not --.

11 THE COURT: We have our tech support coming.

12 MR. TALLEY: We'll just keep---

13 THE COURT: Are y'all having problems seeing it?

14 (WHEREUPON, the jurors nod affirmatively.)

15 THE COURT: You are?

16 (WHEREUPON, the jurors nod affirmatively.)

17 THE COURT: Okay.

18 MR. STILL: Judge, we'll unplug. Maybe there's some
19 kind of interference. So I'll unplug and see if that
20 helps.

21 THE COURT: Did that help?

22 MR. STILL: No.

23 THE COURT: No.

24 MR. TALLEY: If it keeps up, judge, we'll just do it
25 the old fashioned way.

1 THE COURT: well, I hate for you not to be able to
2 present your evidence the way that you want to and the way
3 that you anticipated doing it.

4 where -- is Shane -- our tech people are in the
5 basement usually.

6 MR. TALLEY: If -- Your, Your Honor, I could just --
7 if I can stand next to the witness and --?

8 THE COURT: Sure. That's fine with me.

9 MR. TALLEY: We'll --.

10 THE COURT: Okay.

11 Q. All right. Mrs. Latefi, this is how we used to have
12 to do this. So, I'm gonna show you this photograph and
13 we'll just do our best.

14 okay?

15 A. Okay.

16 Q. So this is the photograph I had on the screen.

17 Are you familiar with it?

18 A. I sure am.

19 Q. Okay. And what is that?

20 A. well, I believe it is bat urine and I can -- I, I
21 basically was wiping that off. That is my, my nightside
22 table and I was wiping that off on a daily basis from the
23 night we moved in until like the -- that -- after the
24 13th. About -- well, until the 14th when they sealed
25 the spot where the bats were.

1 Q. Okay. This is located in the master bedroom?

2 A. That is. That is right below -- that's my, that's my
3 nightside table and that is right below where we sighted
4 the, the bat inside of our unit.

5 Q. Okay. So this would be next to the bed that will be
6 shown---

7 A. Uh-huh. (Affirmative).

8 Q. ---in a photograph and below where a sealant was
9 placed?

10 A. Exactly, yes.

11 Q. Okay. And this appears -- well, what is, what is
12 this white --?

13 A. I believe that's bat urine. That's -- that's a paper
14 towel that I was using.

15 Q. Okay.

16 A. I cleaned it on a daily basis. I was actually
17 dumbfounded because I thought I was losing my, my mind a
18 little bit at first because every morning I would have to
19 wipe down the bedside table. I'm like what in the world.
20 I just cleaned this. Like I couldn't figure out what
21 the -- it's like a milky like substance on my nightside --
22 like on my nightside table every single morning.

23 Q. Okay. And just, on this photograph---

24 A. Uh-huh. (Affirmative).

25 Q. ---your husband testified that---

1 A. Yes.

2 Q. ---there's sealant here.

3 would that table be located --

4 A. It's right below it.

5 Q. -- below it?

6 Okay. I believe your husband testified that that was
7 you -- was your hand.

8 what, what is that?

9 A. That is my hand and my foot. It -- I believe that to
10 be a bat dropping. I thought, at first, it was mouse
11 droppings. And so I put my gloves on and suited up to
12 kind of clean up wherever I saw them. And -- but what was
13 odd to me was when I -- this sounds gross. Sorry.

14 when I picked it up, it would just kind of crumble
15 and turn to dust and I was like that's gross. Like was it
16 something that was in the moving blankets maybe or I, I
17 couldn't figure it out and we were trying to put two and
18 two together for those -- that first 10 days of the noises
19 and the droppings and settling in from a move.

20 So, it was -- that's what that was. A very long
21 answer. Sorry.

22 Q. Sure.

23 I believe your husband's testimony was he was not
24 certain where this flooring may be located?

25 A. That's actually our bedspread.

1 Q. Okay.

2 A. Uh-huh. (Affirmative).

3 Q. So this is the bed?

4 A. Yeah.

5 Q. Okay. And those are just -- I'm gonna show you this.
6 Do you recognize that?

7 A. Yes.

8 Q. What is that?

9 A. That, that is what I was picking up with that glove.
10 Those were what I would find every morning all along the
11 wall from that corner of where the -- you saw the sealant
12 to the -- basically the end of that wall where it just met
13 the other seam. But I would find a lot of those all over.
14 Especially in the master bedroom. But that's on my
15 pillow.

16 Q. Okay. So the white---

17 A. That's my---

18 Q. ---fabric---

19 A. ---pillow sham.

20 Q. That's on your bed?

21 A. On my pillow, yes.

22 Q. Okay. Get something -- a paperclip.

23 Mrs. Latefi, did you make complaints about these
24 conditions depicted to the defendant?

25 A. Yes.

1 Q. Explain to the jury how that was done and what you
2 did.

3 A. Well, upon moving in, we did -- we did see a bunch of
4 bugs, like, like small cockroaches, and then we started
5 seeing some big ones. And so it was really only when we
6 started to see like the 2-inch ones that I would place a
7 call and like enough's enough, you know.

8 And, and so I started putting, you know, stuff into
9 the portal. They'd ask me to put it in the portal. I'd
10 call down and then I'd put it in the portal I believe.
11 I'm trying to remember if I put it in every time. But I,
12 I did a few times --

13 Q. Okay.

14 A. -- at least or I'd go to the office and mention it.

15 Q. You heard your husband's testimony about Exhibit 4,
16 that work order where --

17 A. Oh, yes.

18 Q. -- one of you went to the office.

19 Do you recall that?

20 A. Yes.

21 Q. Okay. And, if you will, explain what you understood
22 the portal -- you mentioned the portal.

23 Explain for the jury what that is.

24 A. It -- it's basically like the cite that the -- that
25 Drayton Mills used to put work orders in or requests I

1 suppose of any sort or I believe, you know, like notices
2 of, you know, move in, move out or not move in but move
3 out or, you know, I need a rent -- or storage -- they have
4 little storage units downstairs or otherwise we'd just
5 drop into the office. But I guess work orders more or
6 less.

7 Q. Okay. Did you actually see the bat in the unit?

8 A. I did.

9 Q. Okay. Were you present the night the bat was seen?

10 A. I was.

11 Q. Any reason to dispute your husband's testimony about
12 what went down that night?

13 A. No, it was very chaotic. It was a -- it was kind of
14 a -- I'm not gonna -- kind of crazy. I mean --.

15 Q. Okay. Well, what did you do after that?

16 A. I immediately -- excuse me.

17 Immediately after that or like after the --?

18 Q. Yeah, let's start with just immediately.

19 Like what did you do?

20 A. I called the main or the, the number that you would
21 call I guess was the main office and you could -- I can't
22 remember if it -- you could request maintenance through it
23 or if it was a direct maintenance line but I called the
24 number I was suppose to call if you had a concern and were
25 kind of -- we were kind of wiggled out.

1 Q. Did you also make a post to the portal?

2 A. I did.

3 Q. I show you that document, the gray area there.

4 A. Uh-huh. (Affirmative).

5 Q. Is that your post?

6 A. Yes.

7 Q. Okay. It appears that was done August 13th, 2023,
8 at 8:35PM.

9 Is that correct?

10 A. Yes. Yes.

11 MR. TALLEY: Okay. Your Honor, I'd ask permission or
12 excuse me. I'd ask that this be introduced as Exhibit 5.

13 THE COURT: Any objection?

14 MR. STILL: No objection, Your Honor.

15 (WHEREUPON, the portal entry was marked as
16 Plaintiff's Exhibit No. 5 and received into evidence at
17 this time.)

18 MR. TALLEY: Can I try again?

19 THE COURT: Yes, sir.

20 Q. All right. So, Mrs. Latefi, this -- is it working,
21 ladies and gentlemen?

22 (WHEREUPON, the jurors nod affirmatively.)

23 Q. The gray area says urgent. We have bats in S-305.
24 Is that your portal posting?

25 A. That's actually a text that I put through. I think

1 it was like a, like a main number sort of. It, it says
2 Amber Foster on there and she was somebody that worked in
3 the front office. But it -- just judging from the, no
4 offense, judging from the, the, the text below, it was
5 like a, a main kind of number. Like you give your phone
6 number to, to the front desk and they'd notify you of
7 anything going on that was important right away.

8 So, it wasn't necessarily the portal on that. That
9 was a --.

10 Q. Okay.

11 A. I used multiple avenues to notify them that we had
12 bats. So --.

13 Q. All right. Now, any, any reason to disagree with
14 your husband as to someone came out and sealed the area?

15 I mean you -- do you disagree with what he said in
16 that regard?

17 A. I don't.

18 Q. Okay. And he was also asked about when the apartment
19 complex responded. Let me show you this work order.

20 Are you familiar with that?

21 A. This is -- yes, this looks familiar.

22 Q. The description says tenants placed a page-out call
23 due to having a bat in the apartment. Was not able to
24 locate the bat. I let tenant know we would be back in the
25 morning with extension ladder to address ceiling area

1 where he seen bat and then possibly entered.

2 Did I read that correctly?

3 A. Yes.

4 Q. Okay. And this appears to be created on August 13th,
5 2023.

6 Is that correct?

7 A. Yes.

8 Q. And it says it was completed on August the 14th of
9 2023.

10 Is that correct?

11 A. Correct.

12 MR. TALLEY: Your Honor, I'd ask that this be
13 admitted as Plaintiff's Exhibit 6.

14 MR. STILL: No objection, Your Honor.

15 THE COURT: Okay. Plaintiff's Exhibit No. 6 is in
16 without objection.

17 (WHEREUPON, the work order was marked as Plaintiff's
18 Exhibit No. 6 and received into evidence at this time.)

19 THE COURT: Mr. Talley, that's the work order of
20 August 13th of '23?

21 MR. TALLEY: Yes, ma'am.

22 THE COURT: Okay. The other was the text message,
23 right?

24 MR. TALLEY: Yes.

25 THE COURT: Thank you.

1 Q. Did seeing a bat in your home concern you?

2 A. Absolutely.

3 Q. Okay. why?

4 A. Well, my immediate concern was that there were more
5 because we had heard a lot of sounds.

6 So, I was pretty confident there was more than one
7 after I saw the one. But exposure, exposure to it. Just
8 knowing that, even being in a bedroom where having slept
9 in a bedroom for more than 24 hours where you know a bat
10 has been flying inside would give you exposure and bats,
11 sometimes when they bite, can like -- it's almost like an
12 anesthetic. You don't even know you get bit. It's just
13 sometimes.

14 I don't know. It, it scared me. It scared me for my
15 health. It scared me for my kids. It scared me for my
16 dog.

17 Q. Did that event cause you to want to move out of the
18 apartment?

19 A. Absolutely.

20 Q. And did you let the defendant know of those desires?

21 A. Yes.

22 Q. I show you this.

23 Are you familiar with it?

24 A. Yes.

25 Q. It appears to be dated Monday, August 14th, 2023.

1 Is that correct?

2 A. That's correct.

3 Q. So this would be the day after the bat sighting,
4 correct?

5 A. Correct.

6 Q. And, at the bottom -- well, let me ask you this.

7 Is this a post that would of gone through the portal.

8 Does it appear to be that?

9 A. I believe it is. The reference number on it,
10 Maintenance Request Number 7177-1, would of been generated
11 through the portal. So, I'm not sure if this is directly
12 from it but --.

13 I believe it is.

14 Q. And in that paragraph -- well, I tell you what.

15 Where it says maintenance request details, if you
16 would just read that please.

17 A. Sure.

18 We have bats that have now been identified in two
19 bedrooms. Shortly after, emergency maintenance was called
20 tonight to try and catch the bat.

21 Let's see. Wait. To try and -- and sorry. It kind
22 of blanked out of that little spot. It says and -- oh, I
23 guess it's the reading the and sign as amp -- catch the
24 bat. Still in one bedroom. It escaped through a small
25 hole in the ceiling.

1 Approximately one and a half hours later we found our
2 fourth live cockroach. We were able to catch and kill it.
3 We do not feel safe living in these conditions and need to
4 explore ending our lease due to the pet infestation in
5 this unit.

6 Q. And that is your writing to the apartment complex on
7 August the 14th, correct?

8 A. That's correct.

9 MR. TALLEY: Your Honor, I'd ask that this be
10 introduced as Exhibit 7.

11 THE COURT: Any objection?

12 MR. STILL: No objection, Your Honor.

13 THE COURT: Okay. Plaintiff's Exhibit No. 7 of
14 August 14th, '23, a post---

15 MR. TALLEY: Yes, ma'am.

16 THE COURT: ---through the portal admitted without
17 objection.

18 (WHEREUPON, the portal admission was marked as
19 Plaintiff's Exhibit No. 7 and received into evidence at
20 this time.)

21 Q. Did you, in fact, move out of the apartment?

22 A. We did.

23 Q. When?

24 A. It was the middle of September.

25 Q. Okay. You moved in August 3rd, correct?

1 A. Correct.

2 Q. And I asked your husband, there was a different
3 amount that was paid as reflected in the lease for August.

4 Is that correct?

5 A. That's correct.

6 Q. Did you pay a full months rent for September?

7 A. We did.

8 Q. But you didn't live there the whole month of
9 September?

10 A. No.

11 Q. Is it fair to say that, for the family, you handled
12 paying the bills and keeping records and things of that
13 nature?

14 A. It is.

15 Q. So, would you be the one that had actually paid the
16 rent?

17 A. Yes.

18 Q. Okay. When you moved out in mid-September, was your
19 rent current?

20 A. Yes.

21 Q. Okay. Did you get any refund of your security
22 deposit?

23 A. We did.

24 Q. Do you recall how much?

25 A. It was almost the full amount of a full months rent

1 minus a small proration amount I believe from when we
2 moved at -- the date we moved in.

3 Q. Okay.

4 A. Uh-huh. (Affirmative).

5 Q. Do you recall when you received that refund?

6 A. It was about a month or two maybe after. I can't
7 recall exactly. But it was, it was -- it took a while but
8 it, it did come.

9 Q. So, it would have come after September of 2023?

10 A. Yes.

11 Q. All right. If you had breached the lease, why did
12 you get a refund of your security deposit?

13 A. No idea.

14 Q. At any point prior to this litigation commencing, did
15 anybody tell you that you were in breach of the lease?

16 A. Never.

17 Q. When they sent you your money back, did they say we
18 deducted some because you breached the lease?

19 A. Never.

20 Q. Was it only after you brought this lawsuit based on
21 medical damages that you were sued for breaching the
22 lease?

23 A. Yes.

24 Q. Speaking of, you heard your husband's testimony.
25 Did you also get four shots?

1 A. Yes.

2 Q. Did all of your children get four shots?

3 A. Yes.

4 Q. Any reason to dispute his testimony as to their
5 frequency or the amount?

6 A. No.

7 Q. Did you have any side effects from the shots?

8 A. Yes.

9 Q. What were they?

10 A. The shots were given on day zero, which is the day
11 you present, day three, day seven, day fourteen for each
12 of us, and each one of us had different side effects. But
13 you are asking about myself and I had -- my arm, I could
14 barely move it afterwards. My lymph nodes swelled up. I
15 believe it was the third shot, I had flu like symptoms for
16 a couple days.

17 Q. Okay.

18 MR. STILL: Your Honor, if we can have just a quick
19 second?

20 (Pause.)

21 Q. All right. Sorry about that. I'll try to do this
22 this way.

23 Krissy, tell me, do you recognize that set of
24 documents?

25 A. Yes.

1 Q. what is that?

2 A. These are medical bills.

3 Q. For who?

4 A. For -- this one would be for me.

5 Q. Okay. The writing that appears on here, is that your
6 writing?

7 A. It is.

8 Q. And I'll represent to you that there are four
9 documents each with a different date all containing the
10 amount of \$508.98.

11 Is that correct?

12 A. That is correct.

13 Q. Are these the records for your immunizations?

14 A. Correct.

15 Q. Were these paid by you?

16 A. Yes.

17 MR. TALLEY: Your Honor, I'd ask that this be
18 introduced as Exhibit 8.

19 MR. STILL: No objections, Your Honor.

20 THE COURT: No objection, sir?

21 MR. STILL: No.

22 THE COURT: Okay. Thank you. Exhibit No. 8.

23 So let me make sure I understand what's going in.

24 So, it's four invoices for Mrs. Kristen Latefi?

25 MR. TALLEY: Correct.

1 THE COURT: Thank you.

2 (WHEREUPON, the invoices were marked as Plaintiff's
3 Exhibit No. 8 and received into evidence at this time.)

4 Q. Mrs. Latefi, I'm gonna show you another set of
5 documents. If you'll take a second?

6 A. (WHEREUPON, the witness complies.)

7 Q. What is that?

8 A. These are Arman's -- these are his shot records,
9 medical records.

10 Q. Arman is one of your sons, correct?

11 A. Correct.

12 Q. Okay. And there's a note on here about Georgia Tech.

13 A. Uh-huh. (Affirmative).

14 Q. What -- why is that?

15 A. That's where he goes to college and the, the older
16 two, my, my boys, Kamran and Arman, helped us do the move
17 here because they were getting ready to go back to
18 college. They were able to help us and, and stay with us
19 for about -- on a short term after until they went back
20 and Georgia, Georgia Tech where -- is where Arman goes to
21 school.

22 So, shots number three and four that he would of had
23 to have gotten on day seven and day fourteen, he had to
24 get when he was at Georgia Tech---

25 Q. So---

1 A. ---back at school.

2 Q. So he was in Spartanburg on August 13th, correct?

3 A. Yeah.

4 Q. But as his shot regime---

5 A. Yes.

6 Q. ---went forward, he went back to school?

7 A. Yes.

8 Q. Okay.

9 A. And he had to do the rest of them there.

10 MR. TALLEY: Your Honor, I'd ask that this be
11 introduced, four pages, as Exhibit 9.

12 MR. STILL: No objection, Your Honor.

13 THE COURT: Okay. Plaintiff's Exhibit No. 9 is in
14 without objection.

15 MR. TALLEY: I misspoke, Your Honor. It's six pages.

16 THE COURT: Plaintiff's 9.

17 (WHEREUPON, the invoice was marked as Plaintiff's
18 Exhibit No. 9 and received into evidence at this time.)

19 THE COURT: How do you spell Arman?

20 A-R-M-A-N---

21 THE WITNESS: Correct.

22 THE COURT: ---or D?

23 THE WITNESS: No D.

24 MR. TALLEY: No D.

25 THE COURT: Arman.

1 Thank you.

2 THE WITNESS: Thank you.

3 Q. All right. You mentioned Kamran.

4 was he home at the time as well?

5 A. Yes.

6 Q. Are these his shot records?

7 A. Yes.

8 Q. And the handwriting through this document, is that
9 your handwriting?

10 A. Yes.

11 Q. And at the time he received certain of these doses,
12 he was back at school as well, correct?

13 A. He had to get the last of the four at Rhodes College
14 in Memphis. So he was able to get the first three the
15 shot, day zero, day three, day seven here, and the last
16 one he had to do back at college.

17 MR. TALLEY: Your Honor, I'd ask that this be
18 introduced as Exhibit 10.

19 MR. STILL: No objection, Your Honor.

20 THE COURT: Thank you.

21 Plaintiff's Exhibit 10 in without objection.

22 (WHEREUPON, the invoice was marked as Plaintiff's
23 Exhibit No. 10 and received into evidence at this time.

24 THE COURT: K-A-M-R-A-N, Kamran?

25 THE WITNESS: Correct.

1 THE COURT: Thank you.

2 Q. Are these the records for your daughter, Layla?

3 A. Yes.

4 Q. And that just depicts when she received the shots and
5 how much they cost.

6 Is that correct?

7 A. That's correct.

8 MR. TALLEY: Your Honor, I'd ask that this be
9 introduced as Exhibit 11.

10 MR. STILL: No objection, Your Honor, and no
11 objection to the next one.

12 THE COURT: Okay. Layla, L-A-Y-L-A?

13 THE WITNESS: Correct.

14 THE COURT: Thank you.

15 That's No. 11.

16 (WHEREUPON, the invoice was marked as Plaintiff's
17 Exhibit No. 11 and received into evidence at this time.)

18 MR. TALLEY: And thank you to Mr. Still.

19 I would just present to you -- this is your youngest
20 child, Pippi, correct?

21 A. Correct.

22 Q. And that's her shot records?

23 A. Yes.

24 Q. Okay.

25 A. Yes.

1 MR. TALLEY: So, Your Honor, based on his statement,
2 I'd ask this be 12?

3 THE COURT: Okay. Plaintiff's No. 12 in without
4 objection.

5 (WHEREUPON, the invoice was marked as Plaintiff's
6 Exhibit No. 12 and received into evidence at this time.)

7 Q. Now, Ms. Latefi, all of those invoices that we just
8 looked at, you and your family had to pay out-of-pocket,
9 correct?

10 A. Correct.

11 Q. And, based on those records, each shot was \$508.98,
12 correct?

13 A. Correct.

14 Q. You each got four shots?

15 A. Correct.

16 Q. There's six of you?

17 A. Correct.

18 Q. I did this on a calculator.

19 But I believe that comes to a total of \$12,215.52.

20 Does that sound right to you?

21 A. Sounds about right.

22 Q. If we took 508.98 times six of you times four?

23 A. (WHEREUPON, the witness nods affirmatively.)

24 Q. Okay.

25 A. Yes.

1 Q. It's 12,215.52.

2 You believe that's right?

3 A. That sounds right.

4 Q. Okay. You heard your husband questioned about your
5 search for a house.

6 Are you familiar with that testimony?

7 A. Yes.

8 Q. Tell this jury your involvement in looking for a
9 house in Spartanburg and what all that entailed.

10 A. Sure.

11 We actually -- I had contacted the realtor that we
12 used throughout the whole process before we actually did
13 purchase a home beginning in February before I'd even met
14 her in person. She was a contact through the hospital
15 that was given to us from Caldwell Banker. And she would
16 always just kind of send me MLS listings for new house
17 listings or stuff from Zillow or whatever was popping up.

18 And, and I'd look at them and I'd be like oh, good,
19 we'll put that on the list. You know, when we come out,
20 if it's still available, we'd like to see it.

21 So, she knew we were on the hunt. She knew we didn't
22 necessarily need to or want to pull the trigger too soon
23 and that we kind of wanted to wait and feel it out to get
24 an area -- do an area search or get a better lay of the
25 land and make sure my husband liked his job and kids liked

1 school, et cetera and I liked it here. And so she was
2 consistently sending me updates all the time.

3 So, our house hunt was kind of ongoing since before I
4 had even seen the area, and when I did come out in May, I
5 met with her for the first time and saw a few properties
6 as well as looking at the rentals.

7 So -- but we knew we were going to rent at first and
8 I was, you know, fully forward with the realtor at that
9 time too. And so she was fine with that and just kind of
10 kept her eyes opened and kept updating me throughout.

11 She -- I did let her know we were going to the --
12 moved into Drayton Mills on a six month lease and she
13 continued to send me listings the whole time I was there.
14 And whenever there was something that looked appealing,
15 I'd go look at it. So --.

16 Q. When you moved into Drayton Mills on August 3rd,
17 had you identified a home that you planned to purchase?

18 A. No.

19 Q. Did this whole bat experience accelerate that desire?

20 A. Yes.

21 Q. Were you present at Unit 305 at Drayton Mills when
22 Palmetto wildlife came to the unit?

23 A. Yes.

24 Q. Did you and your husband hire Palmetto wildlife or
25 did the defendant?

1 A. The defendant did.

2 Q. Okay. Now, you heard what the judge said earlier.

3 Okay. But while Palmetto Wildlife was at the unit,
4 tell me what you observed.

5 A. They came at dusk purposely knowing that we had seen
6 a bat and I believe it was on the 15th. So that would
7 of been a couple days after and they -- it was a young
8 man. Justin was his first name I believe and he brought
9 his son who was elementary age. And they stood over in
10 the corner of our bedroom where we had been hearing the
11 sounds. And, and the -- where the sighting was. And, and
12 we kind of just stood there and waited.

13 And, sure enough, as soon as it started to get dark
14 enough, like we started to hear a lot of motion in the
15 wall, which was the wall which was separating two of the
16 bedrooms and, and we saw about 20 to 30 bats fly out of
17 the wall out into the dark and I recall his son going oh,
18 wow, cool, you know, and I was like oh, no.

19 So, it was, it was kind of a really -- it was a first
20 time for me to see something like that. You know, I've
21 seen bats around plenty but not anything like that and
22 knowing they were in my walls was a little freaky.

23 Q. Okay. And, in fairness, those bats you just
24 testified about were flying from your wall to outside the
25 unit, correct?

1 A. Correct.

2 Q. Okay. You didn't see any bats enter the unit at that
3 time?

4 A. No.

5 Q. Okay. And I believe you testified that was on August
6 the 15th, correct?

7 A. I believe so.

8 Q. So, that would of been two days after Kamran saw the
9 bat in the bedroom---

10 A. Correct.

11 Q. ---right?

12 Let me show you this document.

13 Are you familiar with this document?

14 A. I am.

15 Q. What is this?

16 A. This is our, our purchase agreement I believe for the
17 home, the home we're in now.

18 Q. Okay. And if you'll look, the bottom right corner,
19 it's, it's labeled pages -- I'm looking at Page 7 of 8.

20 Do you see that?

21 A. I do.

22 Q. And did you electronically sign this document?

23 A. Yes.

24 Q. What is the date next to your signature?

25 A. August 18th, 2023.

1 Q. At what time?

2 A. 8:39AM Eastern time.

3 Q. And just below that, correct me if I misspeak, it
4 appears your husband's signature was affixed to the
5 document on August 18th, 2023, at 8:41AM.

6 Is that correct?

7 A. That's correct.

8 Q. In the bottom right corner of this same Page 7 of 8,
9 the seller's initials appear.

10 Is that correct?

11 A. Yes.

12 Q. And it appears that date is August 18th, 2023, at
13 4:27PM.

14 Is that correct?

15 A. That's correct.

16 Q. So you entered a contract to purchase your now home
17 five days after you saw the bat in the unit, correct?

18 A. That's correct.

19 Q. And three days after you saw, based on your
20 testimony, 20 to 30 bats fly out of the wall?

21 A. Correct.

22 MR. TALLEY: Your Honor, I'd ask that this be
23 introduced as Plaintiff's Exhibit 13.

24 MR. STILL: No objection, Your Honor.

25 THE COURT: Plaintiff's 13 is in without objection.

1 (WHEREUPON, the purchase agreement was marked as
2 Plaintiff's Exhibit No. 13 and received into evidence at
3 this time.)

4 Q. Mrs. Latefi, what are you asking this jury to do?

5 A. I'm asking for I guess what would you do if this was
6 your family and also what, what seems ethical and right in
7 terms of, you know, if someone has to pay out-of-pocket
8 for something that was due to an exposure that they were
9 not expecting or anticipating, if we could be reimbursed
10 for those medical expenses.

11 Q. And the medical expense you're referring to are in
12 the exhibits for the shot records, correct?

13 A. That's correct.

14 Q. Please answer any questions Mr. Still might have for
15 you.

16 Thank you.

17 MR. STILL: Your Honor, may I approach?

18 THE COURT: Cross-examination, yes.

19 MR. STILL: Your Honor, may I approach?

20 THE COURT: Yes.

21 (WHEREUPON, a bench conference was held out of the
22 hearing of the jury at this time.)

23 CROSS-EXAMINATION

24 BY MR. STILL:

25 Q. All right. Mrs. Latefi, good afternoon. I have to

1 ask you a few questions.

2 Now, again, you mentioned earlier that you never
3 reviewed or never viewed in person the penthouse before
4 returning to South Carolina in August of 2023.

5 Is that correct?

6 A. That's my recollection.

7 Q. All right. In your deposition, isn't it true that
8 you testified that the photographs that were sent to you
9 and the floor plan were accurate?

10 Isn't that true?

11 A. I'm sorry.

12 Could you repeat that?

13 Q. Sure.

14 Isn't it true, in your deposition, you testified that
15 the photographs and the floor plan that my client sent to
16 you were accurate.

17 Is that correct?

18 A. If I recall, I guess so, yeah. I don't recall.

19 Q. Okay.

20 A. But --.

21 Q. I mean yes or no.

22 A. Well, I'm not exactly sure what you're referring to
23 in the deposition. I just don't recall what exactly,
24 floor plan and --.

25 Q. Okay. Would seeing your deposition testimony refresh

1 your recollection?

2 A. It would probably.

3 MR. STILL: Your Honor, may I open the original?

4 THE COURT: Any objection to Mr. Still doing it as
5 opposed to the Court?

6 MR. TALLEY: No.

7 THE COURT: Okay. Please open and then if you will
8 show the document to the witness. Direct her to the
9 portion that you want her to review and then ask her if
10 her recollection has been refreshed.

11 MR. STILL: May I approach, Your Honor?

12 THE COURT: Yes, sir, please identify the date and
13 time of the deposition and who was taking this witness'
14 deposition.

15 Was it you or a member of your firm?

16 MR. STILL: Yes, Your Honor.

17 The date of the deposition was December 11th, 2024,
18 and I took the deposition and it was attended by
19 plaintiff's attorney, Scott Talley.

20 THE COURT: Okay. Counsel, do y'all object to me
21 giving the jury a little bit of background regarding
22 depositions at this time since I think you-all plan to
23 introduce other deposition testimony later?

24 MR. TALLEY: No objection.

25 THE COURT: Mr. Still.

1 MR. STILL: No objection, Your Honor.

2 THE COURT: Okay. Ladies and gentlemen, I, I, I do
3 not know if deposition testimony is gonna be published in
4 just a few minutes with regard to this witness. But I
5 want to explain to y'all what a deposition is.

6 All right. Y'all may have never even given a
7 deposition.

8 And so a deposition is a document containing sworn
9 testimony. It's a transcript of a meeting in which the
10 attorneys were present with the witness, the witness was
11 under oath, and a court reporter, a stenographer, was
12 there taking down the testimony to keep a record of what
13 was said so that, if it was needed in the future, there
14 was a record of what was said. It was under oath and
15 attorneys for both parties were present.

16 Okay. So, if any objections were made, that can be
17 taken up later. But I want you-all to understand right
18 now that the testimony that is been referred to in this
19 booklet is actually a transcript of testimony taken under
20 oath with representatives for both parties present.

21 Okay. Thank you very much.

22 All right. Mr. Still.

23 MR. STILL: Thank you, Your Honor.

24 Q. Mrs. Latefi, if you will turn to Page 29, Line 14 of
25 where we're gonna start and we can put it up on the

1 monitor if that would help the witness, Your Honor.

2 THE COURT: No, sir, I think the rule -- if you want
3 to come up?

4 (WHEREUPON, a bench conference was held out of the
5 hearing of the jury at this time.)

6 THE COURT: Please continue.

7 Q. All right. Mrs. Latefi, again, I'm presenting to you
8 Page 29 starting on Line 14 and you see there it says here
9 starting with the she had sent?

10 Do you see that?

11 A. Yes.

12 Q. And then if you would go to -- and then just read
13 that yourself. Take your time.

14 A. I did.

15 Q. Okay. And then if you'll go to Page 32, Lines 19 and
16 22.

17 A. Yes.

18 Q. All right. Does that testimony that you gave on
19 December 11th refresh your recollection regarding whether
20 or not the photographs and the floor plan accurately
21 represented the condominium that you moved into?

22 A. It does.

23 Q. Okay. All right. Now, my understanding is, is
24 previously Plaintiff's Exhibit 2 is a copy of the lease.

25 May I approach, Your Honor?

1 THE COURT: Yes, sir.

2 It's No. 1.

3 MR. STILL: Is it No. 1?

4 Yeah. Sorry.

5 Plaintiff's Exhibit No. 1, do you recognize that
6 document?

7 A. Yes.

8 Q. All right. And is that document the lease agreement
9 that you signed -- you and your husband signed?

10 Is that correct?

11 A. Yes.

12 Q. All right. Now, as far as that document, my
13 understanding it was signed by you on July 6th.

14 Is that correct?

15 A. Yes.

16 Q. And you agree with me that's a lien -- that is a
17 binding contract between you and the landlord.

18 Is that correct?

19 A. Yes.

20 Q. All right. Now, you agree with me that the dates on
21 the lease provide that you would move in August 3rd of
22 2023 and you would move out February 2nd of 2024.

23 Is that correct?

24 A. Yes.

25 Q. All right.

Kristen Latefi - Cross-examination
By Mr. Still

1 A. Or thereabouts.

2 Q. Okay. And you agree that the lease amount in that or
3 the rent amount that is stated in Exhibit 1 is correct.

4 Is that fair?

5 A. Yes.

6 Q. All right. Now, you and your family moved into the
7 house on -- or the apartment on August 3rd of '23 --
8 2023.

9 Is that correct?

10 A. Yes.

11 Q. Isn't it true that, after you moved in on
12 August 3rd of 2023, that you and your husband and your
13 two daughters spent the night in that apartment every day
14 until you moved out after purchasing your new house?

15 A. Yes.

16 Q. All right. You agree with me, as stated in your
17 deposition, the entire time you were there you had clean
18 running water.

19 Is that correct?

20 A. Yes.

21 Q. All right. You agree that you had heat and air
22 conditioner while you were there to the extent needed.

23 Is that correct?

24 A. Yes.

25 Q. All right. And you had a good and stable roof that

1 protected you from the rain and sun.

2 Is that correct?

3 A. Yes.

4 Q. All right. Now, prior to August 13th of 2023,
5 isn't it true that you and your family never saw a bat in
6 your -- in, in your apartment?

7 A. We never saw one, correct.

8 Q. All right. Isn't it true that, of all the time that
9 you remained in the actual unit, your family, anyone in
10 your family including yourself, only saw one bat?

11 Isn't that true?

12 A. That's not true because we saw them come out of the
13 wall---

14 Q. And---

15 A. ---and we saw a lot of them.

16 Q. Let me restate that.

17 Isn't it true, as you testified in your deposition,
18 that your family only saw one bat ever inside the
19 condominium?

20 A. That is correct.

21 Q. Okay. Now, isn't it true that your family only ever
22 saw that one bat inside your bedroom, which was the middle
23 of the three bedrooms?

24 Is that correct?

25 A. That's correct.

1 Q. Now, isn't it true that the night that you saw the
2 bat, that my client sent someone out to inspect the
3 condominium?

4 A. I believe the maintenance man, Jeremy, came out that
5 night and really couldn't do anything. I, I -- to be
6 honest, I can't recall. But I know for sure they came
7 back on the 14th and it was -- I say they cause there
8 were a few of them -- a few, a few people.

9 Q. Okay. And when they came out the next day, they put
10 some sealant into the roof and the walls.

11 Is that correct?

12 A. Into the ceiling.

13 Q. Okay. And that was the day after the bat sighting.

14 Is that correct?

15 A. That's correct.

16 Q. All right. Thereafter, you, you testified earlier
17 that, on the 15th of August, the wildlife expert came to
18 your home and installed a trap for the bats.

19 Is that correct?

20 A. If that's what you'd call it, yes.

21 Q. Okay. And you could see that trap from your window.

22 Is that correct?

23 A. Yes.

24 Q. In fact, we saw in the photographs a picture of that
25 contraption.

1 Is that correct?

2 A. That's correct.

3 Q. Now, isn't it true that you personally never saw any
4 bats inside that trap?

5 A. I didn't -- I wasn't -- I was unable to see into it
6 the bucket.

7 Q. Okay. But you -- you did not observe any bats into
8 the actual trap.

9 Is that correct?

10 A. No.

11 Q. Okay. But I'm not correct in that you did see them?

12 A. I said no.

13 Q. I'm sorry. Let me ask it a dif -- did you ever see
14 any bats in the contraption placed outside of your house?

15 A. I said no.

16 Q. All right. Now, the bat that was there in your
17 bedroom, you testified earlier that you saw the bat,
18 correct?

19 A. I did.

20 Q. Okay. And we heard your testimony from your husband
21 that he tried to catch the bat and I think you agreed with
22 that, correct?

23 A. I would not say he was trying to catch it
24 necessarily. I think he was trying to -- well, he may of
25 been trying to catch it. I don't know what he was doing.

1 But he was throwing things at it.

2 Q. Okay. Now, the specialist that came out and
3 installed the, the contraption on the 15th, you never
4 saw any other bats inside the condominium after that was
5 done, correct?

6 A. That's correct.

7 Q. All right. And you were not charged for anything
8 that the wildlife expert did in attempting to trap the
9 bats, correct?

10 A. Not through Palmetto Wildlife, no.

11 Q. Now, isn't it true that none of your family was ever
12 diagnosed with rabies?

13 Isn't that true?

14 A. Thankfully.

15 Q. Okay. Isn't it true that you personally never
16 observed any actual bites or scratches from any bat on any
17 of the family members?

18 A. I don't know if they were or weren't.

19 Q. But did you observe any bats or scratch or bites or
20 scratches that could have been contributed, contributed to
21 a bat?

22 Did you personally observe them?

23 A. I don't know if they were or weren't. We were
24 exposed for 10 days.

25 Q. Okay. But you never saw the bat until August

1 30th, correct --

2 A. No, but we heard them.

3 Q. -- or the 13th, correct?

4 A. No.

5 But we heard them and we had some stuck in our
6 bedroom. Again, like the judge had said, hindsight is
7 20/20. After we realized that they were bats in that --
8 that there were bats in the walls that were making the
9 sounds, we went back to a few nights prior when my husband
10 had done that re -- or actually he did that recording that
11 night.

12 He had tried to record something else on his phone
13 another night when we had gotten woken up at about 3:00 in
14 the morning with wings and squeaks and something
15 fluttering in the corner and that's when I actually
16 thought we had birds maybe instead of, of bugs or rodents
17 defense. So, we knew that there was something of a flying
18 nature that was in our bedrooms at night.

19 Q. Okay. And just to be clear, you mentioned a
20 recording.

21 was that the recording that we heard tonight---

22 A. That was---

23 Q. ---or today?

24 A. That was not the one that you heard.

25 Q. Okay. Now, it's your testimony that the bats that

1 you heard were in your wall.

2 Are you referring to the brick wall that we saw in
3 the photographs?

4 A. I am not. I'm referring to the, to the sheetrocked
5 wall that would of provided the division between
6 bedroom -- well, you know, the, the master bedroom and,
7 and one of the other bedrooms.

8 Q. Okay. Now, in your deposition, you testified that
9 you intended -- you and your family intended to stay in
10 the apartment for the full six months had it not been for
11 the bugs and the bat.

12 Is that correct?

13 A. Yes.

14 Q. In your deposition, you testified that you had not
15 put an offer on a house before you heard the bats.

16 Is that correct?

17 A. That's correct.

18 MR. STILL: May I approach the witness, Your Honor?

19 THE COURT: Yes, sir.

20 MR. STILL: Sorry, Your Honor. I'm trying to
21 find --.

22 I'm gon' show you what's been marked as -- previously
23 as Plaintiff's Exhibit 7.

24 Do you recall that document?

25 A. I do.

1 Q. And that was something that you sent earlier,
2 correct?

3 A. That's correct.

4 Q. All right. Now, my understanding, prior to my
5 earlier -- and my question to you was that you only saw
6 one bat inside of the condominium and one bat -- that one
7 bat was only in your bedroom.

8 Is that correct?

9 A. That is correct.

10 Q. Now, in Exhibit 7, do you agree with me that you said
11 that there were multiple bats in multiple rooms.

12 Is that correct?

13 A. That's correct.

14 Q. Well, that's not correct, it is though, right?

15 A. Well, I didn't actually see them. The -- my son --
16 my sons heard them. So, I don't -- I put that into the
17 portal. So, that's what I know to be correct.

18 Q. But, to your knowledge going back to your earlier
19 testimony, there was only ever one bat saw -- actually
20 seen?

21 A. That---

22 Q. Correct?

23 A. That's correct.

24 Q. And that one bat was in your bedroom that you and
25 your husband slept in, correct?

1 A. That's correct.

2 Q. So, the statement of multiple bats in multiple
3 bedrooms in Exhibit 7 would be incorrect, right?

4 A. The reason that that is is because there were
5 droppings in that second bedroom and sounds.

6 So, when you say sighting, we physically saw one bat.
7 But we saw evidence of the fact that it could of been the
8 same bat. It could of been other bats were in the other
9 bedroom as well. So, it wasn't the bat itself. It was --
10 the only time we saw the bat -- one of the bats itself was
11 in our master bedroom.

12 Q. Okay. Now, again, earlier, we heard that you did not
13 feel safe in the residence because the bugs and the bats.

14 Is that correct?

15 A. It was primarily the bats.

16 Q. Okay. In Exhibit 7 you mentioned that the night of
17 this incident you, you found and killed a fourth
18 cockroach.

19 Is that correct?

20 A. Yes, that was one of the bigger ones.

21 Q. Okay. Did you take a photograph of that cockroach?

22 A. No.

23 Q. Okay. And isn't it true, after you sent that report
24 in the portal, that you did not make any other complaints
25 about any bugs or bats ever again until -- till -- until

1 the time you moved out of the actual condo?

2 A. I don't think that's correct. I believe we put in a
3 complaint about the wasps after the bats.

4 Q. Okay. Well, let me ask it in a different way and I
5 apologize.

6 As far as the roaches and the bat are concerned, you
7 did not put any, any complaints or request a work order
8 for any additional treatment or issues with a roach or a
9 bat after the night that you saw the bat.

10 A. That's my recollection?

11 Q. Is that correct?

12 A. Yeah.

13 MR. STILL: Okay. Nothing further.

14 THE COURT: Redirect?

15 MR. TALLEY: No, ma'am.

16 THE COURT: Okay. Any objection to this witness
17 stepping down?

18 MR. TALLEY: None from the plaintiff.

19 THE COURT: Okay. Ma'am, watch your step.

20 THE WITNESS: Thank you.

21 MR. TALLEY: Your Honor, may I just approach and make
22 sure we've got all the exhibits in relation---

23 THE COURT: Yes, sir.

24 Thank you.

25 THE WITNESS: Thank you.

1 May I take --?

2 THE COURT: Yes.

3 Okay. Counsel, can y'all approach?

4 (WHEREUPON, a bench conference was held out of the
5 hearing of the jury at this time.)

6 THE COURT: All right. Thank you.

7 Okay. Ladies and gentlemen -- ladies and gentlemen
8 of the jury, I've been informed by counsel that now would
9 be a good time for y'all to break for lunch.

10 According to the clock on the wall, it is five till
11 1:00. And so I would like for y'all to be back at 2:15.

12 Okay. Hopefully that will give y'all time to get out
13 and get back in.

14 Again, we're not to the point of discussing the case.
15 I thought it -- I, I hope that y'all have a great lunch
16 and I'll see y'all at 2:15.

17 All right. Thank you.

18 (WHEREUPON, the following takes place outside the
19 presence of the jury.)

20 THE COURT: Okay. Thank you all. We'll be in recess
21 then until 2:15.

22 (WHEREUPON, Court was in recess for the lunch break
23 at this time.)

24 THE COURT: Thank you all. Please be seated.

25 I've been told we're waiting on a juror. So, they're

1 down on the first -- second floor. So, I'll be notified
2 when they're up.

3 (Pause.)

4 THE COURT: Okay. Okay. Are y'all ready?

5 MR. STILL: Yes, Your Honor.

6 Are we gonna bring them in for him to rest --

7 THE COURT: Yes.

8 MR. STILL: -- cause we have a directed verdict
9 motion?

10 THE COURT: Yes, sir, I know.

11 MR. STILL: Okay. All right. Thank you.

12 THE COURT: But that's what we're gonna have to do
13 and then we'll send them back out if that's what he does.

14 MR. STILL: Okay.

15 THE COURT: I'm not in control of that.

16 Okay. All right. A couple of things. The tech
17 support was in here working. Y'all may have seen him.
18 Apparently the equipment should be working now except for
19 that monitor, which we really aren't using anyway.

20 Okay. Hopefully there won't be another issue and
21 they're all here, even Number 13?

22 (WHEREUPON, the bailiff nods affirmatively.)

23 THE COURT: All right. And so everyone be reminded
24 that we all rise when the jury enters and exits the room.
25 We will now have the jury.

1 (WHEREUPON, the following takes place within the
2 presence of the jury.)

3 THE COURT: Okay. Thank you all. Please be seated.

4 Before we -- well, first, we're back on the record
5 with regard to Latefi verse Drayton Mills Living, LLC.
6 This is Civil Action Number 24-181.

7 Madam sitting in the first chair, what is your juror
8 number?

9 THE JUROR: Thirty-three.

10 THE COURT: Do you agree to serve as the foreperson
11 of the jury?

12 THE JUROR: Yes.

13 THE COURT: Okay. Thank you very much.

14 I am going to write that and make that Court's
15 Exhibit No. 1. Juror Number 33 is going to, going to be
16 our foreperson.

17 (WHEREUPON, the note from Judge Knie was marked as
18 Court's Exhibit No. 1 and received into evidence at this
19 time.)

20 THE COURT: Thank you for accepting that
21 responsibility. I will tell you more about that later.

22 But in that you-all can not conduct your
23 deliberations, and, again, discussing the case until the
24 close of all of the evidence and the charge on the law.
25 I'll tell you about it after that.

1 Okay. Thank you. And so please direct your
2 attention to counsel for the plaintiffs, Mr. Talley.

3 MR. TALLEY: Your Honor, may it please the Court?

4 At this time the plaintiff rests.

5 THE COURT: Okay. Thank you.

6 Ladies and gentlemen, I need to send y'all back out
7 for just a minute.

8 Okay. I'll get y'all back in as quickly as I can.
9 Nothing has changed. You can not direct -- at this time
10 discuss the case.

11 All right. Thank you.

12 (WHEREUPON, the following takes place outside the
13 presence of the jury.)

14 THE COURT: Okay. Y'all be seated.

15 All right. And so are there any motions?

16 MR. STILL: Yes, Your Honor, from the defense.

17 THE COURT: Yes, sir.

18 MR. STILL: May it please the Court, Your Honor.

19 At this time defendants would like to make a directed
20 verdict on both claims.

21 Your Honor, prior to -- I didn't mean to do that.

22 Sorry.

23 Prior to this trial, we had a motion for summary
24 judgment. So a lot of my arguments are going to echo the
25 same arguments that were there. And so I'm not gonna

1 belabor them because I believe the Court said that they
2 read the memo in support of that.

3 So, real quick, Your Honor, I mean, as far as the
4 plaintiff's complaint against the defendant, the, the
5 argument there is, is that the landlord/tenant was enacted
6 to -- specifically to create a cause of action against a
7 landlord. There are case -- two cases that specifically
8 address the history and it was referred to and -- in our
9 opening, *Thompson versus CDL Partners, LLC* and *Robinson*
10 *versus Code*.

11 In both of those cases, Your Honor, they clearly
12 state that, to assert a claim as a tenant, you have to go
13 through the Landlord Tenant Act.

14 In the Landlord Tenant Act, Your Honor, they
15 create -- and it's separated in the landlord's remedies
16 and the tenant's remedies, and, in the tenant's remedy,
17 Your Honor, it specifically states on what grounds they
18 can actually recover and -- as a tenant in that they can
19 say -- they have to show that they gave written notice of
20 the issue and that, after written notice of the issue,
21 that the condition was not remedied within a reasonable
22 time.

23 The statute goes on to mention, and so does the case
24 law in support of that, saying about the reasonable time
25 is generally thought to be 14 days, Your Honor.

1 In this case, we have a complaint about a bat and
2 bugs on -- in their testimony, both the plaintiffs
3 testified, when they made a complaint, either oral or
4 written -- okay -- either oral or written, that we came in
5 and treated the condition that they complained of.

6 Specifically, Your Honor, there was testimony by
7 Mrs. Latefi that a tech came that night that they saw the
8 bat and then came back the next morning. She also
9 testified within two days we had a bat specialist there to
10 address the problem. They all -- both testified that,
11 after the technician came to the property and put in the
12 sealant, they had no more bats inside the actual unit at
13 that time.

14 So, again, our position was -- is that not only did
15 we respond that night, we remedied the situation by the
16 next morning.

17 We went further than that, Your Honor, and actually
18 added an expert that came out, and you, you will hear my
19 client later, but, again, we addressed the issue. They
20 saw no more bats inside the house or the condominium, Your
21 Honor.

22 This -- as far as the bugs are concerned, Doctor
23 Latefi and Mrs. Latefi both confirmed that we did have the
24 apartment sprayed. When they complained of the wasps,
25 came in to address that issue. And we -- again, each time

1 they complained, we came in and did what we could to
2 remedy the problem. Again that, Your Honor, that is
3 undisputed at this time.

4 So, our position as far as their claim for breach of
5 release/violation of the Landlord Tenant Act is, is that,
6 even if we take the facts most favorable to the plaintiffs
7 in this case, my client complied with all obligations, not
8 only in the landlord/tenant, but, Your Honor, there are
9 provisions in the lease that it is marked as Exhibit 1
10 that specifically lay out that, if they have a complaint,
11 they need to give written notice. If we don't address it
12 in seven days, they need to give a second written notice.
13 If we don't remedy it in another seven, they, they can
14 cancel the lease at that point.

15 So, Your Honor, again, the -- we believe that the
16 lease is in compliance with the Landlord Tenant Act and,
17 therefore, we believe that we have complied with the
18 obligations as a matter of law as illustrated in C --
19 *Thompson versus CDL Partners* and *Robinson versus Code*,
20 both of which were appeals as to matter of law, Your
21 Honor, and they both found for the defendants.

22 That is our argument on their claim against my
23 client.

24 Do you want me to go forward on the next one or allow
25 them to respond?

1 THE COURT: I'll ask Mr. Talley.

2 MR. TALLEY: He can go ahead.

3 THE COURT: Sir?

4 He, he says you go on.

5 MR. STILL: Okay.

6 THE COURT: So okay.

7 MR. STILL: All right. Thank you, Your Honor.

8 And, again, and I apologize. Just wanted to make
9 sure I didn't continue to ramble on and waste time.

10 As far as our claim against the actual plaintiff in
11 this case, the plaintiffs, both plaintiffs, in their
12 testimony, acknowledge that the lease is a legal, binding
13 agreement. Both have acknowledged that the lease term was
14 from August 3rd to February 2nd of 2024. Both, at, at
15 least Doctor Latefi, testified that he was aware that
16 there was a penalty for whether or not they actually, if
17 they left early, there would be a reletting or re-leasing
18 penalty, which is the liquidated amount, Your Honor, for
19 a -- basically an extra months rent.

20 Your Honor, again, they left in mid-September. They
21 paid for the entire month of September and left and turned
22 in their keys officially on October 1st of 2023. That was
23 four months prior to the culmination of the lease
24 agreement, and, therefore, we believe that my client's
25 entitled to four months of lost rent, plus the reletting

1 fee, for a total of five months of rent, Your Honor, for
2 an amount of 12,195.

3 That is -- Your Honor, is a liquidated amount
4 expressed in the contract. Therefore, I do not believe
5 that the amount itself is in question since it's
6 liquidated, Your Honor.

7 So, it would be my argument that my entire -- that my
8 client is entitled to a directed verdict in their favor
9 based on the testimony of the plaintiffs that there's a
10 legally binding contract, that they moved out before the
11 culmination of that binding contract. In addition to the
12 four months, Your Honor, it also included a penalty of one
13 months rent for a total of 12,195.

14 Thank you.

15 THE COURT: Okay. Yes, sir.

16 MR. TALLEY: Your Honor, thank you.

17 Can I just do this from here or do you want me to --?

18 THE COURT: Oh, you're fine.

19 MR. TALLEY: Okay. Your Honor, in Exhibit 1, the
20 lease agreement, I would just call your attention to
21 two---

22 THE COURT: And, Madam Court Reporter, can you take
23 or can you hand that to me?

24 (WHEREUPON, the court reporter complies.)

25 THE COURT: Thank you.

1 Yes, sir, please continue.

2 MR. TALLEY: Yes, ma'am, Paragraphs 25 and 31, these
3 were testified about on direct examination.

4 Paragraph 25 speaks to the condition of the premises
5 and it says you accept the apartment, fixture, and
6 furniture as is except for conditions materially affecting
7 the health or safety of ordinary persons. I think whether
8 the bat exposure that has been testified about is a health
9 or safety concern of ordinary persons is a question
10 ultimately for the fact finder.

11 I point that out first because, in Paragraph 31,
12 which speaks to the responsibilities of the owner, there
13 are four subparts and the owner's responsibility is to act
14 with customary diligence to keep common areas reasonably
15 clean subject to Paragraph 25. That's what we just looked
16 at regarding health and safety.

17 Maintain fixtures, furniture, hot water, heating, and
18 AC equipment. I will readily admit that that subpart does
19 not apply to this case.

20 Subpart 3, comply with applicable federal, state, and
21 local laws regarding safety, sanitation, and fair housing,
22 and, Number 4, make all reasonable repairs subject to your
23 obligation to pay damages for which you are liable.

24 That's -- paragraph goes on to state that if the
25 landlord violates any of above, then, in this instance, my

1 clients may terminate the tenancy and exercise other
2 remedies under state statute only as follows:

3 One, or excuse me, A, you must make a written request
4 for repair or remedy of the condition and all rent must be
5 current at the time.

6 The testimony is that, at the time of this bad
7 incident on August 13th, the rent was current. There
8 are work orders. There are portal posts already admitted
9 into evidence that gives written notice on behalf of my
10 clients.

11 Subpart B is important, Your Honor. What it says is,
12 after receiving the request, we have a reasonable time to
13 repair, and this is the important part, considering the
14 nature of the problem, and then it goes on to say and the
15 reasonable availability of materials, labor, and
16 utilities.

17 My clients both testified that the bats in the home
18 on the occasion that they saw the bats leaving the wall
19 that Mrs. Latefi testified about gave them concerns for
20 the health and safety of their family and, and that's why
21 I highlight that part, considering the nature of the
22 problem.

23 What's in evidence right now is that the landlord
24 sealed the area where the bat was observed to have gone
25 back into the wall from the residence and then had someone

1 come and my client's referred to it as a Lowe's bucket.
2 It's in a photograph in Exhibit 3. I don't want to
3 misquote Mr. Still. But I think he called it a trap in
4 his questioning. But nobody ever saw a bat in there.

5 And I think that makes that a question for the jury
6 as well as to whether or not those remedies, considering
7 the nature of the problem, were reasonable and in
8 compliance with the lease.

9 Your Honor, I would also point out and ask Mrs.
10 Latefi directly, because the lease goes on to say, you
11 know, if you default by, by abandoning the apartment,
12 that's Paragraph 32, Subpart 3, then you're liable for
13 damages. It goes on in that section to say the landlord
14 has a duty to mitigate their damages. There's nothing in
15 the record right now that would even speak to that issue.

16 But my clients received a refund of their partial
17 deposit after they gave notice that they were vacating the
18 premises and asked Mrs. Latefi directly did anybody ever
19 say to you you're in breach, you owe us money. It's
20 the -- the answer was no.

21 After September 30th when they'd already given notice
22 of their intent to vacate and they turn in their keys,
23 they actually got money back. It was only when this
24 lawsuit was commenced in regards to these medical damages
25 in particular that they all of a sudden have this claim

1 for breach of the lease.

2 I think that's a fact question too that the jury
3 would have to determine is, if they claim my clients
4 breached -- I mean that's, without getting into detail, I
5 think we all understand that's what security deposits are
6 for you. If you don't pay rent or you move out earlier or
7 you cause some damage that we have your security deposit
8 as potentially payment for or at least partial payment for
9 your alleged breach and, in this case, the evidence is
10 before the Court right now is that the exact opposite
11 happened.

12 So, for those reasons, Your Honor, we would ask that
13 you deny the directed verdict motion as to their defense
14 to our claims and also in our defense of their
15 counterclaim.

16 Thank you.

17 THE COURT: Okay. Thank you. Anything else,
18 Mr. Still?

19 MR. STILL: Your Honor, just to reiterate what
20 counsel said is there's -- the, the night of this bat
21 incident, we came out. The next morning we put sealant.
22 Never -- they never saw any other bats inside the
23 apartment suggesting that the evidence is, is that we took
24 measures and we, we prevented any other future intrusions.

25 The other thing is, Your Honor, there has been no

1 testimony of any waiver of any type of right or cause of
2 action.

3 Thank you.

4 THE COURT: Okay. And, for the record, I mean this
5 is being made pursuant to Rule 50 of the South Carolina
6 Rules of Civil Procedure and a motion for directed verdict
7 is, as counsel stated, the next step after motion for
8 summary judgment.

9 I know the motion for summary judgment was withdrawn
10 by the defendant prior to us drawing a jury in this case.
11 But in looking at the law, the applicable law when ruling
12 on a motion for directed verdict, the trial court is
13 concerned with the existence or nonexistence of evidence.
14 Not it's weight. *State v. Condrey*, South Carolina Court
15 of Appeals, 2002.

16 And so, in looking at the evidence presented thus
17 far, I find that it is appropriate to respectfully deny
18 the defendant's motion for directed verdict both on, on,
19 on both claims by the plaintiffs for negligence and also
20 for breach of contract.

21 Anything else?

22 MR. STILL: No, Your Honor.

23 THE COURT: Okay. All right. And, for the record, I
24 have not written on Plaintiff's Exhibit No. 1 and it is
25 being placed back with our court reporter.

1 And I did, Mr. Still, follow along with your
2 attachments to the motion for summary judgment previously
3 filed with the Court on July the 7th.

4 MR. STILL: Thank you, Your Honor.

5 THE COURT: Thank you.

6 Okay. And so do you need a minute?

7 Are you ready?

8 MR. STILL: We're ready, Your Honor, and just for the
9 Court's sake to understand the order, we have Jeremy here
10 today and I believe Ms. Brooks as well.

11 THE COURT: Yes.

12 MR. STILL: So we would be calling her second just
13 to -- because Jeremy's gonna be real short and then we'll
14 call Ms. Brooks and then we can talk to the Court, if
15 you'd like us to, whether or not we go with Ms. Sherbert
16 or the deposition.

17 THE COURT: Okay. And Ms. Brooks is a --?

18 MR. STILL: She is the real -- plaintiff's realtor --

19 THE COURT: well---

20 MR. STILL: -- yes, Your Honor.

21 THE COURT: Okay. Okay. And the person you're
22 referring to as Jeremy is?

23 MR. STILL: The maintenance tech that reported to the
24 plaintiff's own property that night and the next morning,
25 Your Honor.

1 THE COURT: Okay. All right. Thank you.

2 All right. And so we will have the jury.

3 Thank you.

4 (WHEREUPON, the following takes place within the
5 presence of the jury.)

6 THE COURT: Thank you all. Please be seated.

7 We are continuing in the matter of Latefi versus
8 Drayton Mills Living, LLC, and this is Civil Action Number
9 24-181.

10 As you all heard, the plaintiffs have now rested
11 their case. And so now it is time for us to direct our
12 attention to counsel for the defendant.

13 I'm wondering which one it will be.

14 Okay.

15 MS. DALTON: May it please the Court.

16 THE COURT: Yes, ma'am.

17 MS. DALTON: The defendant calls Jeremy Scates.

18 THE COURT: Sir, please come forward. The witness
19 stand is over here.

20 Okay. And, sir, you'll need to be sworn in by our
21 deputy clerk of court.

22 THE CLERK: Raise your right-hand. Place your
23 left-hand on the Bible.

24 JEREMY SCATES, being first duly
25 sworn, testified as follows:

Jeremy Scates - Direct examination
By Ms. Dalton

1 THE WITNESS: I apologize for the shirt.

2 THE COURT: Oh, it's okay.

3 But I am gonna ask, before direct begins, can you
4 state your full name one more time?

5 THE WITNESS: Yes, Your Honor. It's Jeremy Ray
6 Scates.

7 THE COURT: How do you spell your last name?

8 THE WITNESS: S-C-A-T-E-S.

9 THE COURT: Okay. Thank you.

10 All right. Ms.---

11 THE WITNESS: Excuse me.

12 THE COURT: ---Dalton will be on direct.

13 MS. DALTON: Thank you, Your Honor.

14 DIRECT EXAMINATION

15 BY MS. DALTON:

16 Q. Good afternoon, Mr. Scates. Thank you for being
17 here.

18 where are you currently employed?

19 A. Drayton Mills Loft Apartments for the Sherbert Group.

20 Q. Were you employed there in August of 2023?

21 A. Yes, ma'am.

22 Q. What's your position?

23 A. I'm head maintenance tech.

24 Q. Okay. What are your general job responsibilities
25 there?

1 A. Maintaining the property and taking care of anything
2 that arises on call.

3 Q. Okay. I'm going to show you an exhibit that's
4 already been entered into evidence. This is Plaintiff's
5 Exhibit 6 and this is a -- could you tell me if you are
6 familiar with this?

7 Sorry.

8 Yes.

9 Are you familiar with this document?

10 A. Yes, ma'am.

11 MS. DALTON: Okay. And may I publish this to the
12 jury?

13 THE COURT: Yes.

14 Any objection to Ms. Dalton publishing that to the
15 jury?

16 MR. TALLEY: No objection.

17 Q. Did you create this document?

18 A. Yes, ma'am.

19 Q. And can you, can you tell me what kind of document
20 this is?

21 Is this a work order?

22 A. It looks like a copy of the work order that I created
23 after the tenant had placed a page-out call. We always
24 document everything.

25 Q. Okay. So, what, what day did they place that

1 page-out call that you responded to?

2 A. From memory, it was a Sunday evening.

3 Q. Okay. And was that an after -- what time of evening
4 was this---

5 A. It was---

6 Q. ---did you get that call?

7 A. It was later evening I want to say around ten, eleven
8 o'clock at night per se.

9 Q. Okay. And what did you---

10 A. Possible.

11 Q. And what did you do in response to that call?

12 A. I received the call and ended up going out to the
13 property, and, once arriving, spoke with the tenants.

14 Q. And what was the issue that you were responding
15 about?

16 A. There was a claim of a bat entering the apartment.

17 Q. Okay. So, you responded to, to their unit.
18 was it that same night?

19 A. Yes, ma'am, within an hour.

20 Q. Okay. And did you look for the bat?

21 A. Yes, ma'am, I spoke with the tenants and let them
22 know I was there. Then I went downstairs and got an
23 extendable ladder, come back up, and I looked throughout
24 the apartment and anywhere they pointed a direction and
25 was not able to locate anything or evidence of.

1 Q. Did you see any bat urine?

2 A. No, ma'am.

3 Q. Did you see any bat feces?

4 A. No, ma'am.

5 Q. What some people call guano, did you see, see any of
6 that?

7 A. No, ma'am.

8 Q. Okay. What, what were the plaintiffs like when you
9 got to their apartment?

10 What was their demeanor?

11 A. Just normal. I mean they were -- they weren't
12 hysterical or anything like that. They just, you know,
13 was claiming they had seen something but wasn't really
14 distraught or anything it seemed.

15 Q. Okay. And then did you go back to their condominium
16 unit?

17 A. I did the following morning.

18 Q. Okay. And, sorry, just to be clear, do you -- what
19 unit -- was this unit S-305?

20 A. S-305, yes, ma'am.

21 Q. Okay. Thanks.

22 And so, you went back the next day.

23 What did you do the next day?

24 A. The next morning I come in and me and another
25 maintenance technician went up to the apartment and put up

1 a ladder and really got to examining to see if we could
2 find any signs of them or any entry points and wasn't
3 able, able to locate any evidence or any area that would
4 even allow something of that size to come in.

5 So, we followed up with a -- some expanding foam
6 sealant and it was more of to kind of appease and comfort
7 the tenant themself cause, like I say, we didn't find
8 anything bigger than little gaps and cracks. But just
9 anything we found, we went ahead and pull sealant in while
10 we were there.

11 Q. Okay. And then the information that you put in the
12 work order, is that the -- where it says the description,
13 is that based on the information that was provided to you
14 by the plaintiffs?

15 A. Ma'am?

16 Q. The---

17 A. Like---

18 Q. So, when we look at this work order, you see those of
19 description -- this information about where the bat was
20 seen and where it possibly entered.

21 Is that based on solely information that you received
22 from the plaintiffs?

23 A. Yes, ma'am.

24 Q. Okay. And I'm gonna show you another photo. This is
25 a photo that is part of Plaintiff's Exhibit 2 that's

1 already been admitted into evidence.

2 A. Okay.

3 Q. Could you tell me if you recognize this photo?

4 A. Yes, ma'am.

5 MS. DALTON: Okay. Your Honor, permission to publish
6 to the jury?

7 THE COURT: Any objection?

8 MR. TALLEY: No objection.

9 THE COURT: Yes, ma'am.

10 You said that's No. 2?

11 MS. DALTON: It's part of Plaintiff's 2.

12 THE COURT: Thank you.

13 Q. Okay. So, did you ever do -- so, you can look at --
14 do you see these dark spots on the wood here?

15 A. Yes, ma'am.

16 Q. Okay. Are you -- have you seen these before?

17 A. Yes, ma'am.

18 Q. Okay. Tell me about your experience with, with, with
19 these spots in this photo.

20 A. What I recall, I was shown this photo and it was said
21 that the tenants thought it was, I'm not sure exactly,
22 feces or something like that possibly. But I went up
23 there with a ladder and actually physically cut one of
24 them off and brought it back downstairs and it turned out
25 to be just expanding foam like you would use to seal gaps

1 and cracks and things.

2 It was probably from the construction, just any kind
3 of holes were to be filled for insulation purposes and
4 such. So, it was just -- it turned out to be black
5 expanding foam.

6 Q. Okay. And after you put in that sealant on the 14th,
7 the day after you responded to the after hours call, did
8 you ever respond to the -- to Unit S-305 for any other
9 complaints of bats?

10 A. No, ma'am.

11 Q. Any, any complaints of roaches that you were
12 responding to in that unit?

13 A. No, ma'am.

14 Q. Okay. I will let you answer any questions that the
15 plaintiff's attorney has for you.

16 Okay.

17 THE COURT: Any cross-examination, Mr. Talley?

18 MR. TALLEY: Yes, ma'am. Thank you.

19 CROSS-EXAMINATION

20 BY MR. TALLEY:

21 Q. Mr. Scates, good afternoon.

22 A. To you as well.

23 Q. Are you familiar with an entity known as Palmetto
24 wildlife?

25 A. I've heard the name.

Jeremy Scates - Cross-examination
By Mr. Talley

1 Q. Okay. In fact, were you not present when Palmetto
2 wildlife came to Unit 305 on August 15th---

3 A. I---

4 Q. ---2023?

5 A. I recall us having a specialist out there. But I do
6 not recall actually going in the unit with the specialist.

7 Q. Okay. Do you recall observing bats fly out of the
8 wall while you were there with that specialist?

9 A. No. No, sir.

10 Q. Your testimony is you saw no bats that day?

11 A. I don't recall seeing any bats, sir.

12 Q. Okay. I'm not trying to press you.

13 You don't recall or you didn't see any?

14 A. I don't recall even being up there with the
15 specialist. I remember him coming to the site. But I
16 don't recall even being up in S-305 with the specialist to
17 have seen the bats.

18 Q. Okay. And as we sit here today, are you still
19 employed by the defendant?

20 A. Yes, ma'am. Yes, sir.

21 MR. TALLEY: All right. No further questions. Thank
22 you.

23 THE COURT: Any redirect, ma'am?

24 MS. DALTON: No, Your Honor.

25 THE COURT: Okay. Any objection to Mr. Scates being

Brenda Brooks - Direct examination
By Mr. Still

1 excused?

2 MS. DALTON: No, Your Honor.

3 MR. TALLEY: None from plaintiff.

4 THE COURT: Okay. Thank you, sir. Thank you for
5 being here.

6 THE WITNESS: Thank you.

7 MR. STILL: Your Honor, at this time we call Brenda
8 Brooks as a witness.

9 THE COURT: Please come forward.

10 THE CLERK: Raise your right-hand and place your
11 left-hand on the Bible.

12 BREND A BROOKS, being first duly
13 sworn, testified as follows:

14 THE COURT: Okay. This is direct examination with
15 Mr. Still. Please direct your attention to him and Brooks
16 is spelled B-R-O-O-K-S?

17 THE WITNESS: Yes.

18 THE COURT: All right. Thank you, ma'am.

19 DIRECT EXAMINATION

20 BY MR. STILL:

21 Q. MS. Brooks, can you please state your full name for
22 the record?

23 A. Brenda Wright Brooks.

24 Q. And, Ms. -- Ms. Brooks, are you currently employed?

25 A. Self-employed.

Brenda Brooks - Direct examination
By Mr. Still

1 Q. Okay. And what do you do for a living?

2 A. I'm a realtor.

3 Q. Okay. And with what entity do you --?

4 A. Coldwell Banker.

5 Q. Okay. And, at some point, did you represent or
6 assist Mr. and/or Doctor Latefi and Mrs. Latefi with
7 finding a home?

8 A. Yes.

9 Q. All right. Now, my understanding is, is that they
10 were originally set up with you through a arrangement with
11 Spartanburg Regional.

12 Is that correct?

13 A. Yes, they -- I provide them with a tour and then it's
14 their choice, of course, of who they work with and they
15 called me. Thank you. Thankful.

16 Q. Okay. And, again, when you first met them, was that
17 in the late winter or around February of 2023?

18 Do you recall?

19 A. That's what seems to be correct, yes.

20 Q. Okay. And then as far as any communication after
21 that, would you of kind of kept in contact with them about
22 a potential purchase of a house?

23 A. Yes.

24 Q. Okay. And, at some point, did they tell you that
25 they were going to rent for a period of time?

Brenda Brooks - Direct examination
By Mr. Still

1 A. They did.

2 Q. Okay. Was it your understanding or expectation that,
3 once they got moved to South Carolina, and let me rephrase
4 it that way, that they would contact you about potentially
5 looking at homes?

6 A. Yes.

7 Q. All right. Now, Ms. Brooks, prior to today, my
8 office would have sent you a subpoena in response to your
9 representation of Mr. and Mrs. Latefi.

10 Do you recall receiving that subpoena?

11 A. Yes.

12 Q. All right. Do you recall producing a series of
13 documents in response to that subpoena?

14 A. Yes.

15 Q. All right. Now, part of that response would have
16 been text messages exchanged between you and Mr. and
17 Mrs. or, sorry, Doctor Latefi and Mrs. Latefi.

18 Is that correct?

19 A. Correct.

20 Q. All right. Now, as far as those texts are concerned,
21 I'll, I'll be honest with you, when trying to follow them,
22 it appears that there are three strands of text.

23 Is it fair to say that those are one with Doctor
24 Latefi, one with Krissy Latefi, and then one with both of
25 them?

1 Is that correct?

2 A. Correct.

3 Q. Okay. And -- may I approach the witness, Your Honor?

4 THE COURT: Yes.

5 (WHEREUPON, text messages were marked as Defendant's
6 Exhibit No. 1 for identification purposes only at this
7 time.)

8 MR. STILL: And I -- may I approach, Your Honor?
9 Is that fair?

10 THE COURT: Yes, sir, I said yes.

11 MR. STILL: I'm sorry. I---

12 THE COURT: I'm sorry.

13 MR. STILL: I got distracted, Your Honor.

14 All right. I want to hand you what's been marked --
15 a document that's been marked as Defendant's Exhibit 1 for
16 identification purposes.

17 Do you recognize that document?

18 A. The text string?

19 Q. Yes.

20 A. Yes.

21 Q. All right. Was it -- is this document a portion of
22 the text string that you would have produced in response
23 to my subpoena?

24 A. Uh-huh. (Affirmative).

25 Q. Is that a yes?

1 I'm sorry.

2 A. Yes.

3 Q. All right. And as far as this particular document
4 and text strings in general, are those documents that are
5 created through or during your representation of your
6 clients?

7 A. I would think so, yes.

8 Q. Okay.

9 A. I --.

10 Q. And do you maintain and keep these documents in the
11 regular course of your business?

12 A. I do.

13 MR. STILL: Okay. Your Honor, at this time we move
14 to have Exhibit 1 moved into evidence.

15 MR. TALLEY: Just a question for Mr. Still.
16 Which one is it?

17 MR. STILL: Oh, sorry. It's gonna be the one that
18 starts August 9th.

19 MR. TALLEY: Okay. Thank you.

20 No objection.

21 THE COURT: Okay. And so Defendant's Exhibit No. 1
22 is in without objection and. Mr. Still, again, so these
23 are text messages between the plaintiffs, plural, and Ms.
24 Brooks --

25 MR. STILL: Your Honor, there's---

1 THE COURT: -- or which plaintiff?

2 MR. STILL: It appears on this particular document
3 this is the string with Ms. Brooks and Mrs., Mrs. Latefi.

4 THE COURT: Okay. So, Defendant's 1 would be between
5 Mrs. Latefi and Ms. Brooks or Ms. Brooks.

6 All right. Thank you.

7 (WHEREUPON, Defendant's Exhibit No. 1 was received
8 into evidence at this time.)

9 MR. STILL: Your Honor, may I publish to the jury?

10 THE COURT: Yes.

11 Q. All right. I'm gonna -- sorry. Again, technology is
12 not my friend.

13 All right. Ms. Brooks, you'll see here this is a
14 document again that we've marked as Exhibit 1 and I have a
15 copy here to help us in looking at this.

16 But if you see in the top left corner, does that
17 indicate that this is a text chain with Mrs. Latefi?

18 A. Yes.

19 Q. Okay. And, in that document, it says at the top
20 Wednesday, August 9th at 1:51PM.

21 Do you see that?

22 A. Yes.

23 Q. And, for the jury, can you read in -- and just,
24 again, before we ask that question, you'll see that
25 there's a series of white posts and then a blue post.

1 Is the white post, would that be from Mrs. Latefi and
2 the blue be from you?

3 A. Yes.

4 Q. Okay. And as far as this particular document, if you
5 look at her statements, it says hello starting with that.

6 Is this the text that was sent to you to alert you
7 that the Latefis had moved to Spartanburg, South Carolina?

8 A. Yes.

9 Q. Okay. If you go down into your, your response, it
10 says glad you're in Sparkle City.

11 Do you see that?

12 A. Uh-huh. (Affirmative).

13 Q. And it says there, in talking about and going up to
14 her.

15 Can you read her text to you for the jury?

16 A. Hello. The eagle has landed. We're living amongst
17 boxes at Drayton Mills and we're ready to look at houses
18 when you are. Any chance you're available tomorrow
19 afternoon after 3:30 or any time in the morning before
20 noon.

21 Q. Okay. And what was your response?

22 A. Yay. Glad you're in Sparkle City, City. Either will
23 work for me. I have a lunch appointment at noon. But I
24 can make any arrangements before or after 3:30. Do you
25 have a particular home in mind. I will set up

1 appointments if so.

2 Q. Okay. And so, at that point, did you start looking
3 for potential homes for Doctor Latefi and his family?

4 A. Yes.

5 Q. Okay. And, at that point, was it the expectation
6 that you would actually meet with them the following day
7 to discuss some appointments?

8 Is that correct?

9 A. I don't recall if I met with them the next day or not
10 unless I read further.

11 MR. STILL: All right. Your Honor, may I approach
12 the witness?

13 A. Okay. On the -- you gave me three sheets?

14 Q. Yes, ma'am, I'm gonna hand you another document here.

15 A. Okay.

16 THE COURT: Yes, you may.

17 (WHEREUPON, text messages were marked as Defendant's
18 Exhibit No. 2 for identification purposes only at this
19 time.)

20 Q. Ms. Brooks, I'm gonna hand you now what's been marked
21 for identification purposes as Defendant's Exhibit 2.

22 Do you recognize this document?

23 A. Yes.

24 Q. All right. Is this document as -- earlier we
25 mentioned that this -- that you maintained texts between

Brenda Brooks - Direct examination
By Mr. Still

1 you and your client and you keep those within the normal
2 course of your business.

3 Is that correct?

4 A. Uh-huh. (Affirmative).

5 Q. And is this an accurate copy of a string of texts
6 with the Latefis?

7 A. Yes.

8 MR. STILL: All right. Your Honor, I move to have
9 this introduced into evidence.

10 THE COURT: Any objection?

11 MR. TALLEY: No, ma'am.

12 THE COURT: Defendant's No. 2 is in without
13 objection.

14 (WHEREUPON, Defendant's Exhibit No. 2 was received
15 into evidence at this time.)

16 MR. STILL: All right. May I publish, Your Honor?

17 THE COURT: Yes.

18 And, again, these are between the realtor, who's
19 testifying now, and the Latefis?

20 MR. STILL: Yes, Your Honor, and---

21 THE COURT: Which ones?

22 MR. STILL: If you look at the top, it's between --
23 this is, this is the text exchange with both of the
24 Latefis.

25 THE COURT: Okay. With both?

1 MR. STILL: Yes, Your Honor.

2 THE COURT: Okay.

3 Q. And, again, just for the record, Ms. Brooks, if you
4 look at the top left of this document, does this appear to
5 be texts that you would of exchanged with both Doctor
6 Latefi and Mrs. Latefi?

7 A. Yes.

8 Q. All right. Now, if we're -- we're gonna kind of jump
9 down to the middle of that page where it says
10 August 10th at 2:19.

11 Do you see that?

12 A. I do.

13 Q. All right. Now, we see here -- and can you read that
14 your -- for the jury please?

15 A. Hello you two. I have set appointments for three
16 homes in Carolina Country Club. Let's meet at the
17 original one on Innisburg at 3:30. Then we will go to the
18 Turnberry home and then onto St. Andrews home. If you
19 need me, just give me a call.

20 Q. Okay. Now, this would of -- in blue, that would of
21 been a text that you would of sent to the Latefis,
22 correct?

23 A. Yes.

24 Q. All right. And, in that particular text, there's a
25 mention of then we'll go to the Turnberry home.

1 Do you see that?

2 A. Yes.

3 Q. And is that the home that Mr. and Mrs. Latefi ended
4 up purchasing?

5 A. Yes.

6 Q. Okay. So, would you have shown that house to them on
7 August 10th based upon that particular text?

8 A. Yes.

9 Q. All right. And I apologize. I appear to have
10 stapled these at an awkward angle, angle. If you can, go
11 to Page 2 of Defendant's Exhibit 2. Towards the bottom,
12 there's a text message that starts at Friday, August 11th,
13 6:23PM.

14 Do you see that?

15 A. Yes.

16 Q. And then I'm gonna represent to you that that
17 particular text continues on and is actually in full on
18 Page 3.

19 Is that fair?

20 A. Yes.

21 Q. All right. Now, again, in this particular situation,
22 what is the purpose of this communication between you and
23 the Latefis?

24 A. To let them know that the sellers of the Turnberry
25 home would like feedback from our showing on the day prior

1 and that there was another couple interested in the
2 property.

3 Q. Okay. And, in that, there's some discussion, if you
4 look towards the middle, where it says in -- I told her
5 that I felt.

6 what did say there?

7 A. I told her that I felt the home should be more in the
8 1.2 million area.

9 Q. And then whose original thought process was that
10 according to the next sentence?

11 A. I did not mention that that is what you thought. She
12 said the sellers would negotiate but they need something
13 in writing.

14 Q. Okay. If we skip down about after as she talks about
15 the other or you speak about the other couple who was
16 interested and it starts with she encouraged.

17 Can you read that to the jury?

18 A. She encouraged -- this would be the other listing
19 agent. I'm reading -- this has been a couple years. That
20 would be the listing agent.

21 If, if you are interested, to put it in writing. I
22 did not want to pressure you guys or you at all.

23 I just -- do you want me to continue?

24 Q. Okay. Well, sure.

25 A. I just did not want this information to not be shared

1 in case it matters. Let me know your thoughts. She
2 asked -- that doesn't make -- it's not a proper sentence
3 but she asked to be---

4 Q. Should that be me?

5 A. Maybe. Me twice now if you will be presenting a
6 written offer.

7 Q. Okay. So, based on that text on Friday, August 11th
8 at 6:23PM, is it fair to say that the Latefis were
9 interested in the 102 Turnberry home?

10 A. Yes.

11 Q. Okay. In fact, during that text, there is some
12 discussion about whether or not they wanted to put an
13 offer on that home.

14 Is that correct?

15 A. Yes.

16 Q. Okay. And, again, this is Friday, August 11th, which
17 is, again, Friday.

18 If we go on -- and you can see at the bottom, it
19 starts there and it says at 8:46PM there's a text to you
20 and it starts with is there a way we can see that house
21 and this morning's house.

22 Do you see that?

23 A. Uh-huh. (Affirmative).

24 Q. And is, is it -- again, we flip to the next page and
25 there's a text from you that says absolutely.

1 Do you see that?

2 A. Uh-huh. (Affirmative).

3 Q. And it says -- and I'm sorry.

4 You -- can you say yes or no---

5 A. Yes, I'm sorry.

6 Q. ---for the record.

7 A. I do apologize.

8 Q. I apologize for having to do that.

9 A. No.

10 Q. But just for the clear record. Thank you.

11 As far as that next bit of chain of text, does it
12 appear that the Latefis are asking you to set up the
13 viewings of the 102 Turnberry and one other home for the
14 next day, which would of been August 12th?

15 A. Yes.

16 Q. Okay. If we go down below that, and you can see it
17 says please let us know when it is a good time.

18 Does it appear, based on this text here, that you
19 were able to set a second viewing of the Turnberry home
20 for the 12th?

21 A. In this text string, it says I have 877 Oak Crest
22 home confirmed for 11:00. I'm waiting on -- and it's cut
23 off -- the 102 Turnberry home to be confirmed. I've asked
24 you noon. I'm waiting for this confirmation.

25 Q. Okay. If you'll flip to the next page. There is

1 another text---

2 A. Got it.

3 Q. ---which appears to be from you.

4 A. Yep.

5 Q. And, in this one, does it appear that the 102
6 Turnberry home would be set up for 2:00PM?

7 A. Yes, it says after 2:00 because of another showing.

8 Q. Okay. And then it goes on and says I got -- just got
9 a text saying---

10 A. Saying---

11 Q. ---that 11:30 at Turnberry would work.

12 Do you see that?

13 A. I sure do.

14 Q. Based---

15 A. Yes.

16 Q. Based upon this chain, do you believe that you
17 actually would have gone with the plaintiffs to 102
18 Turnberry on August 12th?

19 A. Yes.

20 Q. Okay. So, now we have seen the -- where the Latefis
21 have viewed the 102 Turnberry home twice.

22 Is that correct?

23 A. Yes.

24 Q. And you testified earlier that that is the home that
25 they ended up purchasing.

Brenda Brooks - Direct examination
By Mr. Still

1 Is that correct?

2 A. Yes.

3 (WHEREUPON, text messages were marked as Plaintiff's
4 Exhibit No. 3 for identification purposes only at this
5 time.)

6 MR. STILL: May I approach the witness, Your Honor?

7 THE COURT: Yes, sir.

8 Q. Ms. Brooks, I handed you what's been marked as
9 Exhibit 3, Defendant's Exhibit 3, for identification
10 purposes.

11 Does this also appear to be a string of texts between
12 you, and if you look at the top left, Doctor Latefi?

13 Is that correct?

14 A. Yes.

15 Q. All right. Same questions as before.

16 Is, is this a document that was created and
17 maintained in the normal course of your business?

18 A. Yes.

19 MR. STILL: Okay. Your Honor, at this time I move to
20 have the document intro -- introduced into evidence and
21 publish.

22 THE COURT: Okay. Is this No. 3?

23 MR. STILL: Yes, Your Honor.

24 THE COURT: Any objection?

25 MR. TALLEY: No objection.

1 THE COURT: Okay. Plaintiff's No. 3 is in without --
2 I mean Defendant's No. 3 is in without objection.

3 (WHEREUPON, Defendant's Exhibit No. 3 was received
4 into evidence at this time.)

5 Q. All right. Now, Ms. Brooks, if you go to the middle
6 of the Exhibit 3 and we can see here that there is a
7 string of texts -- and, again, if you look at the top
8 left, this is from Doctor Latefi.

9 This is a string between you and he only, correct?

10 A. Yes.

11 Q. All right. Then if we look at the middle of this
12 page -- and, again, this is Sunday, August 13th, at
13 11:10AM.

14 Do you see that document?

15 A. Uh-huh. (Affirmative).

16 Q. And it starts with Krissy and I are going to work on
17 putting an offer for 1.2 on that house. Anything else we
18 need to do.

19 Do you see that?

20 A. Uh-huh. (Affirmative).

21 Q. When they are talking about 1.2 offer, which house
22 are they talking about?

23 A. The 102 Turnberry.

24 Q. And that is the house that they ultimately purchased.
25 Is that correct?

Brenda Brooks - Direct examination
By Mr. Still

1 A. Yes.

2 Q. All right. Now -- and you'll note again, just for
3 the record to be clear, it says here Sunday,
4 August 13th, at 11:10AM, correct?

5 A. Yes.

6 Q. All right. Now, I'm gonna bounce back, if you bear
7 with me, onto Exhibit 2 cause, again, is it safe to say
8 that you are texting between the three chains kind of
9 regularly at this point between -- solo with Mrs. Latefi,
10 solo with Doctor Latefi, and combine with them?

11 A. Yes.

12 Q. All right. Now, this is Sunday at 5:51PM. These are
13 in blue. These appear to be texts from you.

14 Is that correct?

15 A. Yes.

16 Q. All right. And, at this point, it looks like you're
17 talking about a preapproval letter and you give them some
18 information.

19 Is that correct?

20 A. Yes.

21 Q. And then the second one talks about a bank name on
22 the contract.

23 Do you see that?

24 A. Yes.

25 Q. What contract are you referring to there?

1 A. A sales contract for a ho -- real estate.

2 Q. Is that for you where you guys are talking about
3 putting an offer on 102 Turnberry?

4 A. It seems like that's where I was going with it, yes.

5 Q. Okay. Now, if we look under that, Sunday
6 August 13th at 8:48PM, do you see the text from Doctor
7 Latefi?

8 A. Yes.

9 Q. All right. And this is a Sunday almost evening.
10 Is that correct?

11 A. Yes.

12 Q. All right. Do you have any understanding as to why
13 Doctor Latefi would text you at almost nine o'clock PM to
14 alert you that they saw bats in their residence?

15 A. I work all kinds of hours. So I don't know. It's
16 not unusual for me to receive a text late --

17 Q. Okay.

18 A. -- I guess would be the honest answer.

19 Q. All right. But as far as the order of things are
20 concerned, prior to this text from Doctor Latefi at 8:48,
21 it appears that you guys had agreed to put an offer on 102
22 Turnberry.

23 Is that correct?

24 A. Yes.

25 Q. And did that offer, in fact, go out the next day?

1 A. That I'm not sure of. I'm sorry.

2 Q. All right. That's fine.

3 A. I --.

4 Q. Can you turn to Page 2 of Exhibit, Exhibit 3?

5 A. Yes.

6 Q. All right. It says here there is some information
7 that you're asking them regarding names and information.

8 But if you look at the middle of this, it says
9 Monday, August 14th, at 2:58PM.

10 Do you see that?

11 A. Yes.

12 Q. It says any news from the seller and that is from
13 Doctor Latefi, is that correct, if you look in the top
14 left?

15 A. Yes.

16 Q. Okay. So, at this point, at August -- on
17 August 14th, which is a Monday at 2:58PM, does it appear
18 to you that Doctor Latefi is asking about the status of
19 the offer that was made to purchase 102 Turnberry?

20 A. Yes.

21 Q. Okay. And then you mentioned there that they would
22 get back to you that evening.

23 Again, that would be on the Monday of the actual
24 14th, correct?

25 A. I don't -- I'm sorry.

1 I'm over here, right?

2 Yes.

3 Q. Okay. If we go to next page, there -- if you see at
4 the top, and, again, this is Exhibit 3, text chain with
5 Doctor Latefi. You can see there August 15th at 1:48PM.

6 Do you see that?

7 A. Yes.

8 Q. And it says call me when you're available.

9 Do you see that?

10 A. Yes.

11 Q. And then, down below that, it looks like you guys had
12 some miss attempts to communicate here.

13 A. Right.

14 Q. But it says there hey, Brenda.

15 Do you see that?

16 A. Yes.

17 Q. At this point it says my client said that they would
18 take your clients initial offer.

19 Is that correct?

20 A. Yes.

21 Q. So, as, as of your exchange in -- on the afternoon of
22 August 15th, on Tuesday, August 15th, it appears that
23 you guys had an agreement with the actual sellers in
24 principle.

25 Is that correct?

Brenda Brooks - Direct examination
By Mr. Still

1 A. In principle?

2 Q. In other words, the -- they -- they're saying they
3 would accept it.

4 Is that correct?

5 A. Yes.

6 Q. And then there's some mention there that it says --
7 and when I say in principle is because there's some issues
8 here. It says they can not leave the move -- movie screen
9 or projector. But they will leave the seating.

10 Do you see that?

11 A. Yes. And I think there was that post closing
12 occupancy or something.

13 Q. All right. So, at this point, there was a discussion
14 of agree -- an agreement in principle but there were a few
15 things to iron out.

16 Is that correct?

17 A. Yes.

18 MR. STILL: All right. May I approach the witness,
19 Your Honor?

20 THE COURT: Yes, sir.

21 Q. All right. Ms. Brooks, I'm gonna hand you a document
22 that's been previously marked as Plaintiff's Exhibit 13.

23 Do you see that?

24 A. Yes.

25 Q. All right. What is this document?

1 A. It is a contract or offer to buy a home. This one is
2 completely signed. So, the contract for the home.

3 Q. Okay. And this is the actual contract to purchase
4 the 102 Turnberry.

5 Is that correct?

6 A. Yes.

7 Q. All right. And if you look on the top of this
8 document, and I'm gonna just, again, put it up here to
9 kind of help and assist.

10 All right. This document earlier, it was discussed,
11 effective date and, if you see down here, it says
12 effective date.

13 Do you see that?

14 A. Yeah, I don't have the written copy of that but I
15 don't need it.

16 Q. I'm sorry?

17 Is this that---

18 A. That's okay.

19 Q. Is that the offer?

20 A. That maybe was hidden back here. It's okay. I can
21 look at this one.

22 Q. Well, well, well, let me do this. Let me hand you --
23 if it -- you, you don't mind just so we do it properly.

24 Your Honor, I'm sorry.

25 May I approach the witness again?

1 THE COURT: Yes, sir.

2 MR. STILL: I apologize.

3 All right. Ms. Brooks, and I apologize.

4 (WHEREUPON, the contract was marked as Defendant's
5 Exhibit No. 4 for identification purposes only at this
6 time.)

7 Q. If you look at what's been marked for -- as
8 exhibit -- Defendant's Exhibit 4 for identification
9 purposes.

10 Do you recognize that document?

11 A. Yes.

12 Q. Okay. And what is that document starting with the
13 first page?

14 A. It's a communication from a realtor to the office to
15 kind of break down the offer as well as the details of
16 the -- or not offer. The contract.

17 Q. Okay. And did it---

18 A. And the details of the contract.

19 Q. I'm sorry, Ms. Brooks.

20 And then the second page, is that the actual contract
21 itself?

22 A. Yes.

23 MR. STILL: Okay. Your Honor, move to introduce this
24 into evidence and publish to the jury.

25 THE COURT: Any objection?

1 MR. TALLEY: No, ma'am.

2 (WHEREUPON, Defendant's Exhibit No. 4 was received
3 into evidence at this time.)

4 Q. All right. The first page of Exhibit 4, Defendant's
5 Exhibit 4, Ms. Brooks, it talks up here on the top right
6 corner, it lists you as the buyer's agent.

7 Is that correct?

8 A. Yes.

9 Q. And then here -- and I apologize. This is what I was
10 referring to earlier, the effective date --

11 A. Uh-huh. (Affirmative).

12 Q. -- 8/18/23.

13 Do you see that?

14 A. Yes.

15 Q. So, the offer, based on our earlier discussion of the
16 chains, the offer was made on the 14th. But the final
17 contract would of been signed on the 18th.

18 Is that fair?

19 A. Yes.

20 Q. Okay. Now, this document also lists a expecting
21 closing date of 9/15.

22 Do you see that?

23 A. I do.

24 Q. And as far as that -- again, just to be clear, what
25 is the closing date?

Brenda Brooks - Direct examination
By Mr. Still

1 A. When deed or title is exchanged and the buyer
2 officially owns the home. It's with the attorney.

3 Q. Okay. And so that would be when the sale is
4 consummated.

5 Is that a fair way to say it?

6 A. Yes.

7 Q. And then we look here at sales price of 1.2 million.
8 Do you see that?

9 A. Yes.

10 Q. Okay. And the plaintiffs, they -- is it your
11 understanding, again, pursuant to this contract, did the
12 closing date go as planned?

13 A. Yes.

14 Q. Okay. And, at that point, assuming for this next
15 question, assuming that the closing date would have been
16 September 15th, at that point, the Latefis owned 102
17 Turnberry.

18 Is that correct?

19 A. Yes.

20 Q. Nothing further.

21 A. Okay.

22 Q. If you'll answer any questions Mr. Talley has.

23 THE COURT: Cross-examination please.

24 CROSS-EXAMINATION

25 BY MR. TALLEY:

Brenda Brooks - Direct examination
By Mr. Still

1 Q. Ms. Brooks, good afternoon.

2 A. Hi.

3 Q. My name is Scott Talley. Nice to see you.

4 A. Nice to see you.

5 Q. Thank you for being here.

6 How long have you been in real estate?

7 A. Since '96.

8 Q. Okay.

9 A. 1996.

10 Q. Has that all been in the Spartanburg area?

11 A. Uh-huh. (Affirmative).

12 In Greenville.

13 Q. Okay. I want to try to just direct your attention to
14 a few things in the documents that Mr. Still showed you.

15 Do you recall when you first met the Latefis?

16 A. I could go back through my records and figure that
17 out.

18 Q. Okay. Is it fair to say, based on what these text
19 messages now in evidence show, when Mrs. Latefi reached
20 out and said the eagle has landed, you, you had
21 communicated with them prior to that time, correct?

22 A. Yes. Absolutely.

23 Q. Okay. Was it your understanding that, when they were
24 moving to Spartanburg, that, for a period of time, they
25 were gonna rent while they looked for a, a home?

1 A. Yes.

2 Q. Did they tell you that?

3 A. Yes.

4 Q. Okay. Now, you -- I think you understand, and, and
5 based on the text messages, a lot of why we're here
6 centers around what happened on act -- August 13th,
7 2023---

8 A. Uh-huh. (Affirmative).

9 Q. ---which is the date that Doctor Latefi texted you at
10 8:48 in the evening and said we have a bat in the home.

11 A. Right.

12 Q. You're familiar with that?

13 A. Yes.

14 Q. Okay. On August the 13th, 2023, were the Latefis
15 under contract to purchase another residence?

16 A. No.

17 Q. Okay. Was it your understanding that what happened
18 on the evening of August 13th heightened their desire to
19 purchase another residence?

20 A. I would -- I, I, I would think so. I don't know---

21 Q. Did---

22 A. ---their feelings.

23 Q. Did, did they tell you, in conversations -- well,
24 back up.

25 It, it -- y'all talked on the phone some too,

1 correct?

2 A. Yes.

3 Q. I mean it's referenced in these text messages.

4 Do you recall, at any point after August 13th, them
5 saying we want to get out of this apartment, we need to
6 find a house?

7 A. Yes.

8 Q. Okay. Did that urgency exist prior to August 13th?

9 A. I, I don't recall that it would or it was there. I
10 don't recall that it was, no.

11 Q. Okay. Now you were -- you were also asked about this
12 closing date of September the 15th?

13 A. Uh-huh. (Affirmative).

14 Q. Do you recall that?

15 And in the Exhibit 4, isn't it true that there is a
16 post-closing occupancy agreement?

17 A. Yes.

18 Q. And if I misstate this, please correct me.

19 But, but, for the jury, a post-closing occupancy
20 agreement exists when the seller of a home is going to
21 remain in the home they just sold for a period of time,
22 correct?

23 A. Yes.

24 Q. And, in this instance, the closing was September
25 15th.

1 Is that right?

2 A. Yes.

3 Q. And the Latefis had agreed with that seller that the
4 seller could remain in the home until September 22nd.

5 A. Correct.

6 Q. Is that correct?

7 A. Uh-huh. (Affirmative).

8 Q. Okay. In the text messages, it states that the
9 sellers wanted to do a three week close.

10 Are you familiar with that?

11 A. Uh-huh. (Affirmative).

12 Q. Well, I'm not picking on you.

13 will you just say yes or no---

14 A. Yes.

15 Q. ---so the court reporter---

16 A. Yes. Yes.

17 Q. I, I understand exactly what you're saying. But so
18 she can get a record, we have to, we have to give verbal
19 responses. Thank you.

20 was that an -- was that a seller request to, to close
21 quickly?

22 A. I believe that was part. If I go back through those
23 text strings, yes, they are asking for a three week close
24 and then a one week post closing occupancy.

25 Q. Okay. So it was the sellers --

Brenda Brooks - Direct examination
By Mr. Still

1 A. Yeah.

2 Q. -- asking for a quick close, not my clients, correct?

3 A. Correct. Yes.

4 Q. After -- I just want to point out one thing in
5 Defendant's Exhibit 2.

6 Do you have this?

7 A. I do.

8 Q. Okay. And I'm just looking at -- it will be the -- I
9 guess it will be the fifth page in the middle. It's
10 Sunday, August 13th, at 3:53PM.

11 Do you see that?

12 A. Yes.

13 Q. And my reading of this, again, correct me if I'm
14 wrong, is that you are sharing with both Doctor and Mrs.
15 Latefi a response from a homeowner that says hey, Brenda,
16 I just spoke with them and they said no.

17 Is, is -- am I stating that correctly?

18 It appears you got that from another realtor.

19 A. I'm so sorry.

20 Q. I'm, I'm, I'm sorry. I'll show you.

21 A. On you said 8/13?

22 Q. Yes, ma'am.

23 A. Oh, thank you.

24 Q. No problem.

25 You want me to repeat the question?

Brenda Brooks - Direct examination
By Mr. Still

1 A. That is -- I was copying and pasting the response
2 from the other realtor, yes --

3 Q. Okay.

4 A. -- I believe so.

5 Q. So August 13th at 3:53, you told the Latefis let's
6 keep looking---

7 A. Yes.

8 Q. ---correct?

9 which again there was no contract as of
10 August 13th for them to purchase any house, was there?

11 A. No contract, no.

12 Q. Okay. Thank you. That's all the questions that I
13 have.

14 THE COURT: Any redirect?

15 MR. STILL: Yes, Your Honor. Real quick. Real
16 briefly.

17 REDIRECT EXAMINATION

18 BY MR. STILL:

19 Q. And, Ms. Brooks, again, to -- if we look at Exhibit
20 3 -- Defendant's Exhibit, or sorry, Exhibit 2 and we go
21 down to one, two, three, four -- the fifth page.

22 A. Uh-huh. (Affirmative).

23 Q. All right. And this is a, a text string that you're
24 talking about when you were going to show the Latefis the
25 Turnberry home for the second time.

Brenda Brooks - Redirect examination
By Mr. Still

1 Is that correct?

2 A. Yes.

3 Q. And it says 11:30 on August 12th.

4 Is that correct?

5 A. Yes.

6 Q. Nothing further.

7 THE COURT: Anything else for this witness?

8 MR. TALLEY: None from the plaintiff.

9 MR. STILL: None from the defense, Your Honor.

10 THE COURT: Any objection to Ms. Brooks being
11 excused?

12 MR. TALLEY: None from the plaintiff.

13 MR. STILL: None from the defense, Your Honor.

14 THE COURT: Ma'am---

15 THE WITNESS: May---

16 THE COURT: ---you're excused. If you will, please
17 make sure that you leave the exhibits with our court
18 reporter.

19 okay?

20 THE WITNESS: Certainly. I was just looking though.
21 I don't know if it matters. That was -- was that
22 response---

23 THE COURT: Any objection to her continuing to answer
24 your question, Mr. Still?

25 I think that's what she's doing.

Brenda Brooks - Redirect examination
By Mr. Still

1 MR. STILL: Your Honor, I mean there's no question on
2 the table.

3 THE COURT: I---

4 MR. STILL: I'm sorry.

5 Your Honor, there's no question on the table. But I
6 mean I'm gonna be fair and let her talk --

7 THE COURT: Okay.

8 MR. STILL: -- if she wants to.

9 THE COURT: All right. This -- yes, ma'am.

10 THE WITNESS: I just didn't know whether it -- I said
11 the 12th. But I -- it's -- if I go back, I think that
12 was on the 11th if that matters at all.

13 MR. STILL: That's all, Your Honor---

14 THE WITNESS: I don't -- I'm sorry.

15 MR. STILL: Thank you.

16 THE COURT: Okay. Thank you, ma'am, and they've said
17 that you're free to go.

18 THE WITNESS: Thank you.

19 THE COURT: Thank you for your time. Be sure to
20 leave those exhibits.

21 okay?

22 THE WITNESS: Yeah.

23 THE COURT: Counsel, can y'all come up for just a
24 moment please?

25 (WHEREUPON, a bench conference was held out of the

1 hearing of the jury at this time.)

2 THE COURT: Thank you.

3 Okay. Ladies and gentlemen, we're going to take a
4 very brief recess of about 12 minutes and we'll get y'all
5 right back in to continue on with the defendant's case.

6 okay?

7 (WHEREUPON, the following takes place outside the
8 presence of the jury panel.)

9 THE COURT: Thank you.

10 we'll be in recess.

11 Thank you.

12 (WHEREUPON, a short recess was taken at this time.)

13 THE COURT: Thank you all. Please be seated.

14 Are y'all ready?

15 MS. DALTON: Your Honor, we have a demonstrative
16 exhibit that I believe that we want to use and it's not
17 printed out. So -- and I just wanted to bring it up to
18 you.

19 THE COURT: will you make sure your mic's on?

20 MS. DALTON: Oh, I'm so sorry.

21 THE COURT: Thank you.

22 A demonstrative exhibit that y'all want to make sure
23 it will work?

24 MS. DALTON: Yes, and just make sure that everyone is
25 okay with us putting it up as soon as our next witness

1 comes up. I believe that it's been stipulated that we
2 agree. It's just a photo of the property and it will
3 not -- we're not introducing it into evidence. We just
4 wanted to make you aware cause we wanted to put it up
5 first thing.

6 MR. TALLEY: No objection.

7 THE COURT: Okay. It's a pretty picture. That's
8 fine. That's a very -- it makes it look great.

9 MR. STILL: We've had---

10 THE COURT: I've never seen it from that angle with
11 the pond right there. I knew there was water there.

12 Okay.

13 MS. DALTON: Thanks.

14 THE COURT: And also, y'all, understand if you've got
15 your cellphones in here and you're not an attorney, power
16 it off.

17 Okay. Doctor Latefi had permission through his
18 lawyer to have his cellphone at the bench or on the
19 witness stand because he was going to publish something.

20 Okay. Anything else then?

21 MR. TALLEY: No, ma'am.

22 MS. DALTON: No, Your Honor.

23 THE COURT: Okay.

24 (WHEREUPON, the following takes place within the
25 presence of the jury panel.)

1 THE COURT: All right. Thank you. Please be seated.
2 Okay. Everyone, we are con -- we are on, on the
3 record with regard to Latefi versus Drayton Mills Living,
4 LLC. 24-181. And we are continuing with the defendant's
5 case.

6 If you all will direct your attention to counsel for
7 the defendant, Ms. -- is it gonna be Ms. Dalton?

8 MS. DALTON: Yes, Your Honor.

9 THE COURT: Okay. Ms. Dalton.

10 MS. DALTON: Thank you.

11 May it please the Court.

12 The defense -- the defendant calls Tara Sherbert.

13 THE COURT: Yes, ma'am, please come forward.

14 THE CLERK: Raise your right-hand.

15 TARA SHERBERT, being first duly
16 sworn, testified as follows:

17 THE COURT: Ma'am, before we begin with your direct,
18 if you will state your full name spelling your last.

19 THE WITNESS: Tara Sherbert. S-H-E-R-B-E-R-T.

20 THE COURT: Okay. Ms. Sherbert, is there water there
21 for you?

22 THE WITNESS: Yes, ma'am.

23 THE COURT: Okay. Thank you.

24 Direct examination by Ms. Dalton.

25 MS. DALTON: Thank you, Your Honor.

1 DIRECT EXAMINATION

2 BY MS. DALTON:

3 Q. Ms. Sherbert, could you just tell us what your role
4 is with the defendant?

5 A. I am the owner and developer of Drayton Mills.

6 Q. And just tell me about Drayton Mills and its, and its
7 construction.

8 A. Certainly.

9 So, Drayton Mills is the revitalization of a historic
10 textile mill. It's the largest historic renovation in the
11 State of South Carolina. It is on the National Register
12 of Historic Places and it's actually in the Smithsonian.

13 So, the revitalization and re-purposing of this mill
14 was very important to not only the federal and state
15 levels of government but also Spartanburg community in
16 its, in its whole.

17 Q. When did -- when was it converted?

18 When did you start the revitalization process and
19 when did it finish up?

20 A. We purchased the property in late 2013 and it started
21 going through it's revitalization in 2014 through 2016.

22 Q. And what was your role with the construction process?

23 A. I was the developer and I oversaw a national
24 construction company, Whiting-Turner, overseeing
25 construction and managing construction.

1 Q. So let's get into a little bit more of the details
2 about the construction.

3 what did you have to remove from this mill before you
4 were able to turn it into condominiums?

5 A. Quite a bit.

6 when we purchased the mill, the mill had been shut
7 down 24 years previous to our purchase date. All the
8 equipment was left in the mill. The employees keys were
9 left on the wall. The lights were turned over and the
10 mill was abandoned for 24 years.

11 when we walked in, we worked through an extensive
12 revitalization process with a multitude of government
13 agencies, the State Historic Preservation office, the
14 National Park Service, the -- DHEC, which is the state
15 environmental agency for South Carolina, the county, lots
16 of government agencies, and we came up with an overall
17 redevelopment plan.

18 The redevelopment plan was extensive. We first had
19 to get all the equipment out of the mill. Once we did
20 that, really what we are left with is the four brick
21 walls, some wood floors in both buildings, and wood
22 decking.

23 From there, we were just left with a shell. So, we
24 came in and we removed all the paint off all the ceilings,
25 all of the walls, all of the varnish off the floors and

1 truly stripped it down to just its original historic
2 fabric and materials.

3 Then, through extensive engineering and contracting,
4 we built, within the mill, all new walls and apartments.
5 We also opened up all the -- all the original window
6 openings were bricked in. So, we removed all of the brick
7 and we put new replica windows into the mills.

8 Q. How is the National Park Service involved in this
9 project?

10 A. Very involved.

11 The building, like I said earlier, is very important
12 to the National Park Service. The buildings were all
13 individually listed.

14 How historic preservation works is you have a state
15 agency called the State Historic Preservation Office, work
16 very closely with the national agency, and they approve
17 every single thing we do to the building. Everything
18 from -- every step of the way of demo, what components of
19 the buildings we were allowed to demolish, what components
20 of the buildings we had to keep all the way down to every
21 detail of what we are putting back into the building.

22 So, how we're constructing the units, how we -- what
23 we are putting in the units as far as finishes, how those
24 units intercepted with the new openings. They, they
25 really strive to make sure, if they put a building on the

1 National Register, that it maintains its historic
2 significance for its next hundred and hundred and fifty
3 year life.

4 Q. And what, what kind of work did you do on the roof?

5 A. So, the roof was very old unfortunately. So, the
6 entire roof had to get ripped off and we installed all new
7 roofing materials and all new TPO, which is a -- the, the
8 roofing product.

9 Q. Okay. Did you do any kind of work on the soffits of
10 the building?

11 A. Yes.

12 Though the National Park Service was obviously okay
13 with us ripping off the entire roofing system because it,
14 it was old and we need the building to last this next
15 hundred years, they did require the historic soffit on the
16 building to be maintained. So -- which is very expensive.
17 But, but we went through and we repaired all of the
18 original soffits. And any areas where the old historic
19 soffits had actually fallen off or were unrepairable, we
20 put new replacement materials in.

21 Q. And I should of asked this first, but can you tell us
22 what a soffit is?

23 A. So, the soffit is just the decorative wood piece that
24 goes between the roofing system and the brick walls.
25 It's, it's just -- we call it lipstick. It's just

1 decoration.

2 Q. And did you hire a company to do some sealing work
3 around the soffits in the beginning?

4 A. Yes.

5 When we say we, again we went through a national
6 contractor by the name of Whiting-Turner. They're top ten
7 in the country.

8 They engaged the subcontractor with Palmetto wildlife
9 to make sure that, because we were required to keep the
10 historic soffit, that they went through and sealed every
11 component, in their professional opinion, that they
12 thought could be an opening in any way, shape, or form.
13 And they did very extensive work and I believe warrantied
14 it for over 20 years and they were on site for several
15 weeks.

16 Q. And you mentioned the windows earlier that you put
17 in.

18 Are there any screens on those windows?

19 A. The National Park Service will not allow historic
20 property to receive screens. These windows are 10 to
21 15-feet tall. They're replicas. They're really, really
22 beautiful. So, the National Park Service does not allow
23 you, in any way, shape, or form, to have screens on those
24 windows.

25 Q. And you, and you mentioned you preserved a lot of the

1 great historic features of the building and it was pretty
2 much bare bones when you guys kind of sandblasted
3 everything.

4 what was new after you stripped it down to its bones?

5 A. Every component of the units.

6 So, once we pulled out all of the equipment and we
7 sandblasted, which is a pretty aggressive way of removing
8 all history paint and varnish to get the, the brick and
9 the floors down to their original fabric, we then started
10 rebuilding within the building.

11 So, all of the -- every single drywall, wall in the
12 unit is new. All the finishes. We really just started
13 with a big open box and built within the apartments.

14 Q. When, when did all this work finish up?

15 A. 2016.

16 Q. Okay. And, during this renovation process, did you
17 ever live in the building?

18 A. I did.

19 Q. What unit, what unit did you live in?

20 A. Yeah.

21 So, I actually lived in S-305 for quite some time.
22 It was easier for me to live there during construction
23 than to commute an hour and a half two ways every day.

24 Q. And what, what does the property offer besides
25 condominiums?

1 A. So, yes, here's a picture of it.

2 It's -- so we are 289 luxury apartments and then we
3 have sixty thousand square feet of retail space. So, we
4 have anything from anchor restaurants to barber shops to
5 hair salons to Edward Jones is there with their -- with
6 one of their offices.

7 Truly we, we needed to create a live/work/play
8 environment that the property is pretty much an island to
9 itself. And, again, it, it was abandoned for so many
10 years that, if we put this type of investment in
11 Spartanburg, we really needed to create a, a whole
12 community, not just apartments.

13 Q. And has this property received any awards?

14 A. It has.

15 So, it has received the governor's award for the
16 State of South Carolina and it is also received the
17 National Historic Preservation and Community Impact award.

18 Q. Okay. So, I'm gonna move on to the pest control that
19 you guys use at the property.

20 What, what pest control company does Drayton Mills
21 employ?

22 A. So, we have used Gregory Pest Control since
23 inception.

24 Q. How often do they come to the property?

25 A. Every single week.

1 Q. And, and what's the -- how many units are they
2 inspecting every week?

3 what's the process like?

4 A. So, we have a very extensive contract with this
5 company because it's important for us that we stay in
6 front of things, and when you put this many tenants into
7 any apartment complex, you, you really want to stay in
8 front of things.

9 So, our contract includes them mobilizing to the site
10 every Thursday of each week. When they arrive on site at
11 9:00AM, they are joined by at least two people from our
12 leasing and maintenance team. We go into 25 units every
13 single week and we both treat them for pest control to
14 stay on top of things and we also do a full compliance
15 review, the maintenance team.

16 During the compliance review, we change air filters.
17 We check for any unregistered pets because, if there's a
18 pet, we need to know about it. We need to get them
19 recorded.

20 We check for any type of water leaks. We check if
21 there's any food that has been left open and just general
22 cleanliness of the unit.

23 We also take a check to make sure all appliances are
24 working, that the water heaters don't have any type of
25 leakage. Just a general overall check. And when we do

1 that, we do -- the maintenance and leasing team do an
2 extensive online checklist that they have to go through
3 that's recorded through our property management software.

4 Q. Okay. So, I'm gonna move on to talk a little bit
5 about S-305 specifically. Obviously you said you'd lived
6 there.

7 Is it fair to say you've spent a significant amount
8 of time in this unit?

9 A. Correct.

10 (WHEREUPON, the photographs were marked as
11 Defendant's Exhibit No. 5 for identification purposes only
12 at this time.)

13 Q. Okay. So, I'm going to show you four photographs.
14 Do you recognize these photos?

15 A. Yes.

16 Q. Okay. What do these photos depict?

17 A. So this is the family room and kitchen area of S-305.
18 Do you want a description of all of them?

19 Q. What do they, what do they all generally show us?

20 A. It, it -- well, they show you the current condition
21 of the unit and they show you the historic wood floors.
22 They show you the historic brick and they show you the
23 historic wood decking.

24 Q. Okay. So, do these photos, are they a fair and
25 accurate depiction of Unit S-305?

1 A. Yes.

2 MS. DALTON: Okay. Your Honor, at this time I'd move
3 these photos in evidence as Defense Exhibit 5.

4 MR. TALLEY: Objection.

5 THE COURT: I'm sorry?

6 MR. TALLEY: Objection.

7 THE COURT: Okay. Come forward.

8 (WHEREUPON, a bench conference was held out of the
9 hearing of the jury at this time.)

10 THE COURT: Thank you.

11 Yes, ma'am, please continue.

12 Q. Do you know what -- who took these photos?

13 A. Well, we, we have marketing photos of the unit. But
14 then every time a unit turns, the maintenance and leasing
15 teams have to go in and do a full picture inspection. So,
16 they inspect every component of the unit and they take a
17 multitude of pictures as they work through that unit.

18 I will say I did review the online inspection of the
19 unit for the prior term and the term of the Latefis on all
20 the pictures that, that are on our portal and this very
21 much accurately depicts what the unit looked like at that
22 time and still today.

23 Q. Do you keep these photos in -- so these photos, are
24 they taken by people who are inspecting the units?

25 A. Yes.

1 Both maintenance -- there's -- so we carry a turn
2 board and maintenance first has to go into a unit and they
3 take extensive pictures of every component of the unit.
4 It can be -- it's generally a minimum of 30 pictures up to
5 50 pictures depending on what we need to assess.

6 So that will determine the work orders that need to
7 occur to get the unit back to where we find it presentable
8 for the next tenant. And then the leasing team must go in
9 and take pictures of the unit prior to placing the wine
10 and the welcome card or at the time of placing the wine
11 and the welcome card and that demonstrates to us that two
12 team -- at least two team members have signed off on that
13 unit.

14 Q. Okay. And so are these photographs kept in the
15 regular course of business --

16 A. Yes.

17 Q. -- for Drayton Mills?

18 Okay. Your Honor, we'd move these into evidence as a
19 business record.

20 MR. TALLEY: No objection.

21 THE COURT: Okay. No objection.

22 MR. TALLEY: They're five?

23 THE COURT: Five.

24 MS. DALTON: Five, yes.

25 THE COURT: Ms. Dalton, do you know how many photos

1 are in that group?

2 MS. DALTON: There's four.

3 THE COURT: Defendant's No. 5 -- and they are all of
4 S-305 or 304?

5 what unit?

6 MS. DALTON: It's 305. I'm sorry, Your Honor.

7 THE COURT: Thank you.

8 MS. DALTON: Thank you.

9 (WHEREUPON, Defendant's Exhibit No. 5 was received
10 into evidence at this time.)

11 MS. DALTON: Your Honor, may I publish these photos
12 to the jury?

13 THE COURT: Any objections?

14 MR. TALLEY: No objection.

15 THE COURT: Okay. Thank you.

16 Yes, ma'am.

17 Q. Okay. So, is this that bottle of wine that you're
18 referring to that you leave the new tenants?

19 A. Yes.

20 Q. Okay. So, you said that these are a fair and
21 accurate depiction of S-305.

22 Do these photographs represent the condition of the
23 unit at the time that the plaintiffs moved in?

24 A. Yes.

25 Q. Okay. And then could you explain what's in this

1 particular photo?

2 A. This particular photo is the historic wood floors,
3 the brick, the custom curtains that come with the unit.
4 Those are electric -- electronic curtains where you push a
5 button and they open and close. You've got the
6 countertops to the, the kitchen and then there's a wall
7 there that separates the family room to the first bedroom.

8 Q. Okay. And this photograph, could you just tell us
9 what this one depicts?

10 A. That is the second bedroom. Along the corner there
11 is a closet on the -- where you can see the electric
12 socket on the second window over. And then the main
13 section there is the main bedroom area and two historic
14 window replicas.

15 Q. And this photograph?

16 A. That is the main family area with the kitchen again.

17 Q. Okay. How thick are these brick walls?

18 A. Those are 4-feet thick on the top floor.

19 Q. Is this apartment unit on the top floor?

20 A. Yes.

21 Q. Okay. Okay. So, I'm gonna move on to discussing the
22 lease, which has already been admitted as Plaintiff's
23 Exhibit 1.

24 were you personally involved in the leasing of the
25 property to the plaintiffs?

1 A. I was not.

2 Q. Okay. Did the defendant show them this property in
3 person?

4 A. From reviewing all of the correspondents, and we keep
5 all correspondents on AppFolio, one of our leasing agents
6 had shown the general Drayton property to them. At this
7 point in time that it was shown, this unit was occupied.
8 And from what I saw when the unit became available,
9 pictures of this unit were sent to Mrs. Latefi.

10 Q. Okay. And are you familiar with the lease that's
11 already been admitted as Plaintiff's Exhibit 1?

12 A. Yes.

13 MS. DALTON: Okay. And, Your Honor, can I, can I
14 just, in advance, have permission to publish Exhibit 1 to
15 the jury?

16 MR. TALLEY: No objection.

17 THE COURT: Any objection?

18 MR. TALLEY: No, ma'am.

19 THE COURT: Yes, ma'am.

20 MS. DALTON: Thank you.

21 Okay. So, is this lease a contract between the
22 plaintiffs and the defendants?

23 A. Yes.

24 Q. Okay. As the -- as a representative of the
25 defendant, is this lease also binding on, on you as the

1 defendant?

2 A. Yes.

3 Q. Okay. So, part -- Paragraph 3 of the lease I'm going
4 to address first. This covers the leased term.

5 So, is it your understanding that the term of the
6 lease is -- was six months?

7 A. Yes.

8 Q. Okay. And what -- do you know when the plaintiffs
9 were going to move into the apartment?

10 A. At or about August 3rd.

11 Q. Okay. And they would of moved out in February.

12 Is that correct?

13 A. Correct.

14 Q. And then Paragraph 3 also addresses written notice of
15 termination or intent to move out early.

16 How many days written notice did the plaintiffs agree
17 to in this lease to provide ahead of termination or early
18 move out?

19 A. Sixty days.

20 Q. Okay. And, again, was the form that the notice is
21 suppose to be in?

22 Is it suppose to be written?

23 A. It, it has to be written and it has to be submitted
24 through the tenant's portal.

25 Q. Okay. And it looks like Paragraph 6 addresses how

1 much the rent was here.

2 what was the rent that, that the plaintiffs were
3 going to be paying per month?

4 A. Base rent was \$2,439.00.

5 Q. Okay. Were -- do you know if the plaintiffs were
6 going to have a pet in this apartment?

7 A. From review of the lease, there -- they had a dog
8 moving into the unit.

9 Q. Okay. And, and are you aware that, from your
10 understanding, did the dog live there?

11 A. Yes.

12 Q. Okay. And, and, again, they followed -- the, the dog
13 was permitted to live there, right?

14 A. Correct.

15 Q. Okay. Okay. And then did plaintiffs actually move
16 in on August 3rd?

17 A. That I'm unsure but it was at or around.

18 Q. Okay. Okay. When, you know, to your knowledge, when
19 did the plaintiffs ultimately move out of the property?

20 A. From review of the portal, Kristen Latefi provided
21 a -- the, the keys and a move out note, handwritten note,
22 on September 30th.

23 Q. Okay. And did, did they pay any additional rent
24 after September?

25 A. They did not.

1 Q. Okay. So, Paragraph 11 of the lease appears to cover
2 early move out.

3 what was the reletting fee that plaintiffs agreed to
4 pay when they signed the lease if they decided to move out
5 early?

6 A. There's two applicable fees sections. The early move
7 out fee is one months rent, which is 2,439.

8 Q. Okay. And is that the reletting charge?

9 A. Yes.

10 Q. Okay. Is the reletting charge the same as a buy-out
11 fee or a lease cancellation fee?

12 A. It is not.

13 Q. Okay. Is the lease -- does the lease make that
14 clear?

15 A. Yes.

16 Q. Okay. Is that also in Paragraph 11?

17 A. That is in a different section on the early buyout.

18 Q. Okay. And there was -- there was a buyout option
19 included in this lease, right?

20 A. Correct.

21 And Section 11 makes, makes it clear what the fee is
22 for, for -- and how it's separate from the early buyout
23 provision.

24 Q. Okay. So, even if the plaintiffs and even if the
25 defendant agreed with the plaintiffs to let them move out

1 early or terminate the lease early, this reletting charge
2 would still be owed?

3 A. Correct.

4 Q. Okay. And, and what's the point of this reletting
5 charge?

6 A. Well, there's actual -- there's a lot of actual costs
7 incurred when a lease is terminated early. It takes a lot
8 of maintenance and cleaning and paint.

9 So if, if a tenant moves out early, we have to move
10 someone else in, we need to do a full turn on the unit,
11 which takes a lot of maintenance time. It takes a third
12 party painting company to come in and paint and it takes a
13 cleaning crew to come in and clean.

14 It also takes a leasing team and leasing fees paid to
15 that leasing team to go out and search for a new tenant to
16 occupy the unit and that could take two days. That could
17 take a year. It just depends on the market at that time.
18 So, we take very seriously the leased terms and the lease
19 documents.

20 Q. Okay. And Paragraph 46 of the lease addresses the
21 move out notice.

22 Okay. Can you let us know what the, what the move
23 out notice requires?

24 A. So, the move out notice is submitted through the
25 tenant portal and it states their intent to move out of

1 the unit and it's required to be submitted to us 60 days
2 prior to move out.

3 Q. Okay. And if a move out notice provides a move out
4 date that is before the end of the lease term, are the
5 tenants still responsible to pay rent for the full term of
6 the lease?

7 A. Correct.

8 Q. And that's in the contract, right?

9 A. Correct.

10 Q. And the defendant's a party to that contract.
11 Is that right?

12 A. Correct.

13 Q. And the plaintiffs as well?

14 A. Correct.

15 Q. Okay. Did the plaintiffs give proper move out notice
16 under this contract?

17 A. They did not.

18 Q. So, under the lease contract, when they moved out
19 early without proper notice, did they owe, under this
20 contract, the remaining rent under the lease?

21 A. Yes.

22 Q. How many months of rents did the plaintiffs pay?

23 A. August and September. So two.

24 Q. Okay. And so is it fair to say that the remaining
25 four months of the lease would be what they owed under the

1 contract?

2 A. Correct.

3 Q. And then do you know what that amount -- the total
4 amount would be?

5 I don't want to ask---

6 A. Two thousand---

7 Q. ---you to do math.

8 A. ---four thirty-nine times four.

9 Q. Times four.

10 A. Yeah.

11 Q. Okay. And did, did the plaintiffs ever pay those
12 remaining four months of rent?

13 A. They did not.

14 Q. Did they ever pay the reletting fee?

15 A. They did not.

16 Q. Did you ever waive those fees?

17 A. We did not.

18 Q. And did you ever tell the plaintiff that they did not
19 have to pay those fees under the -- that they were
20 obligated to pay under the lease contract?

21 A. We did not.

22 Q. All right. Okay. In preparing for trial -- I'm
23 gonna, I'm gonna move on to the work orders that, that
24 have already been discussed so far in the trial.

25 In preparing for trial, have you had an opportunity

1 to go through the history of unit three -- S-305 and, and
2 all the complaints or work orders that have been made in
3 regard to this unit?

4 A. It -- yes, all prior work orders were subpoenaed.

5 Q. Okay. And, and have you reviewed them all?

6 A. I have.

7 Q. Okay. And, and when do those go back to?

8 A. Those go back to 2016.

9 Q. Are you aware of any complaints of bats in this unit?

10 A. I am not.

11 Q. Besides the plaintiffs, of course.

12 A. Correct.

13 Q. Okay. And are you -- are you aware of complaints of
14 bats in any other unit in, in this property?

15 A. I am not.

16 Q. Okay. Are you aware of any infestation allegations
17 in this unit outside of what the plaintiffs have stated?

18 A. I am not.

19 Q. Did you ever see a bat when you lived in this unit?

20 A. No.

21 Q. Okay. Did you have any infestations of bats or bugs
22 in this unit when you lived there?

23 A. No.

24 Q. As a property owner, did -- is there any way to
25 prevent all bugs from getting inside of a rental property?

1 A. There, there is not. Palmetto Bugs, if that's what
2 you may call them, they can come in to a unit through a
3 variety of ways.

4 They can enter in through a pet that the owner owns.
5 It can come in through boxes that the tenant brings in as
6 they move things in.

7 They can be attracted by a tenant coming -- bringing
8 in groceries and then staying in the unit because there's
9 open food in the unit, which is exactly why we bring out
10 pest control every single week to the property to make
11 sure we are getting ahead of that happening because
12 there's no way we can prevent bugs from entering into the
13 property though we can spend a lot of time and money with
14 preventive maintenance to make sure they do not spread.

15 Q. And when talking about bugs, you testified already
16 that you weren't allowed to put screens on these windows.

17 Is that right?

18 A. Correct.

19 Q. Okay. And, and that was because of the National Park
20 Service requirements?

21 A. Correct.

22 Q. Okay. And as you market these condominiums, are the
23 historical looks and features of the property part of the
24 appeal?

25 A. Absolutely.

1 Q. Okay. Now we'll talk more specifically about the
2 work orders and complaints submitted by the plaintiffs
3 here.

4 First of all, did -- there's been some talk of the
5 condition -- the cleanliness of the unit when the
6 plaintiffs moved in. I guess we'll go back to the lease
7 hopefully.

8 Okay. So, Paragraph 25, could you please tell me
9 about the inventory and condition form that tenants have
10 the opportunity to fill out when they move in?

11 A. Yes.

12 Once a tenant moves in, they receive an extensive
13 inventory and condition form which goes through every
14 component of the unit. It goes through the walls, the
15 ceilings, the sinks, the disposal, the windows, every
16 component of it.

17 If there is an issue per their assessment form --
18 well, they're required to submit it back to us and, on
19 that form, it, it shows any type of deficiencies they
20 believe are in the unit. At that point in time a work
21 order is submitted and maintenance reenters that unit to
22 make sure they are left with a clean inventory and
23 condition form so that we're all in agreement with the
24 condition of the unit when they moved in.

25 And this is after the leasing and the maintenance

1 team all signing off on the unit on the electronic unit
2 turn board.

3 Q. Okay. So, is it fair to say that, when a tenant
4 moves into an apartment, they're given this form, given a
5 certain amount of time to fill it out and, and let you
6 know if there's any problems with the apartment?

7 A. Correct.

8 Q. Okay. So, did the Latefis -- did the plaintiffs fill
9 out that form?

10 A. We did not receive that form back.

11 Q. Okay. So, per Paragraph 25 of the lease contract,
12 what happens if, if one of those is not turned in?

13 A. Then the unit as is -- is accepted as is. There was
14 one work order submitted by them I believe within 48 hours
15 and it was for a loose oven knob.

16 Q. Was -- did you guys respond to that request?

17 A. Immediately.

18 Q. Okay. Was, was that rectified?

19 A. Yes.

20 Q. Okay. So, were there complaints of the apartment not
21 being clean?

22 A. No.

23 Q. Okay. And actually, you know, not even when they
24 first moved in, were there any work orders submitted or
25 complaints made about the apartment being dirty when they

1 moved in?

2 A. No.

3 Q. Okay. So, when tenants need to request a repair,
4 maintenance, or even make complaints, how -- what options
5 do they have to do that?

6 A. Two options.

7 The primary one is through the tenant portal, which,
8 during business hours, we require all maintenance work
9 orders to go through the portal. That way there's very
10 clear evidence and documentation and no hearsay.

11 The exception that I saw where a work order was
12 submitted by a leasing agent, that was improper. In
13 speaking to her, she, she did that just due to the nature
14 that it, it came to her by the, the tenants.

15 The second one is, if it's after hours and it's
16 deemed an emergency, then we have an on-call system that
17 you can make a call and they will notify our maintenance
18 team that is technically off for the night that it's
19 emergency and the team is then required to come in to see
20 if they can mitigate whatever emergency there is.

21 Q. Okay. So I'm gonna show you what has already been
22 entered into evidence as Plaintiff's Exhibit 4.

23 This is -- are you familiar with this document?

24 A. Yes.

25 Q. Okay. Is this the document that you're referring to

1 where a work order was created after a verbal report?

2 A. Yes, that was submitted in our system by Heather
3 whitworth at around 2:00PM on the 12th.

4 Q. Okay. And sorry, just to be clear, you said this was
5 submitted when?

6 A. Around 2:00PM on the 12th of August.

7 Q. Okay. So, it says created on 8/12. And so you
8 already said that the, the tenants came down to the front
9 desk and then the front desk worker, Heather whitworth,
10 created this work order.

11 Tell me about this section that says completed on.

12 What does that mean for this work order?

13 A. So, on the 13th, the emergency work order was
14 submitted to Jeremy Scates who was on call that evening.
15 Jeremy went into that unit to address the, the, the, the
16 bat that they claim that they saw. So he also looked at
17 anything else in that unit that he -- they thought needed
18 looking at.

19 Gregory Pest Control mobilizes every Thursday to the
20 property. So, Gregory did a second look and a second
21 additional treatment on the unit on the 17th. They did
22 not find any evidence of cockroaches in the unit. They
23 treated it again anyway and they closed the work order.

24 Q. Okay. So, just, just to be clear, this work order
25 that was submitted on August 12th at 2:00PM -- around

1 2:00PM, it, it only mentions the roaches, right?

2 A. Correct.

3 Q. Okay. And so your response to this was to send
4 Gregory Pest Solutions out.

5 Is that right?

6 A. We immediately submitted a work order to Gregory Pest
7 Control, uh-huh. (Affirmative).

8 Q. Okay. And so they responded on August 17th.

9 Is that right?

10 A. Correct.

11 Q. So, so how many days after the original complaint?

12 A. I believe the 12th was a Saturday and they come out
13 every Thursday.

14 Q. Okay. So it's about five days?

15 Is that---

16 A. Correct.

17 Q. Okay. And then you, you mentioned the work order
18 created by Mr. Scates who testified earlier.

19 Is, is this that work order, Plaintiff's Exhibit No.
20 6?

21 A. Yes.

22 Q. Okay. And, again, at -- plaintiffs called the after
23 hours emergency line to make this report.

24 Is that right?

25 A. Correct.

1 Q. Okay. Why do you guys have that after hours
2 emergency line?

3 A. It's important that the property be maintained safe.
4 It's intended to deal with fire or uncontrollable water,
5 things that truly puts everyone at, at risk. But the, the
6 call agency will sometimes use, use their judgment. If
7 they're unsure, they will call the, the maintenance team
8 and have the maintenance team -- generally the maintenance
9 team just goes out. One, one call reaches them.

10 Q. Okay. And, Mr. Scates, he went out that night.
11 Is that right?

12 A. Yes.

13 Q. Okay. So, so is it fair to say that the defendant
14 responded within hours of this report being submitted?

15 A. Correct. I believe within an hour --

16 Q. Okay.

17 A. -- and he -- and he's got a little commute too.

18 Q. Okay. And it says that he would go back the next
19 day.

20 To your knowledge, did that happen?

21 A. Yes.

22 Q. Okay. And so is that why this work order would say
23 it's completed on August 14th, the next day?

24 A. Correct.

25 Q. Okay. And, and on the 14th, what work did Mr. Scates

1 do?

2 A. He remobilized into the apartment with another
3 maintenance tech, spoke to the Latefis, see if there was
4 anything else they, they needed to know or hear about, and
5 then just from, from a preventive measure type of
6 standpoint, they went up and sealed, sealed areas of the
7 ceiling regardless of whether they thought they were
8 openings to the outside or not.

9 Q. Okay. And are you aware of any employees of the
10 defendants seeing any bats in the apartment this night on
11 August 13th?

12 A. I am not.

13 Q. Okay. And do you happen to know about what time this
14 call came in to Mr. Scates?

15 A. I believe it was around ten o'clock.

16 Q. Okay. And so this is called work -- Plaintiff's
17 Exhibit 6 is called work order 7176-1 and it's dated
18 August 13th.

19 Is this the first notice that the defendant received
20 about a bat sighting in Unit S-305?

21 A. Correct.

22 Q. And is this the first notice about any bat sighting
23 inside any of the condominium units?

24 A. Correct.

25 (WHEREUPON, a work order was marked as Defendant's

1 Exhibit No. 6 for identification purposes only at this
2 time.)

3 Q. Okay. Okay. I'm showing you a document.

4 Could you please tell me if you recognize this
5 document?

6 A. This is another work order created on August 13th
7 after the first work order.

8 Q. Okay. So, so was this document created and kept in
9 the normal course of business of the defendant?

10 A. It was.

11 Q. And was it created in time -- close in time to the
12 events that it depicts in the document?

13 A. It -- yes, it -- as it states on there, it was
14 submitted shortly after Jeremy Scates left the unit the
15 evening of the 13th.

16 Q. Okay. And is it in the regular practice of the
17 defendant's business to create and keep these work orders?

18 A. Yes.

19 MS. DALTON: Okay. Your Honor, we would move this
20 document into evidence under the business record -- as a
21 business record.

22 THE COURT: Any objection?

23 This will be Defendant's No. 6.

24 Is that correct?

25 MR. TALLEY: May I see it?

1 MS. DALTON: I believe you have a copy.

2 THE COURT: Let counsel review it please.

3 MS. DALTON: We're handing it to him, Your Honor.

4 Thank you.

5 MR. TALLEY: No objection.

6 THE COURT: Defendant's No. 6.

7 Is that correct, Madam Court Reporter?

8 THE COURT REPORTER: Yes, ma'am.

9 THE COURT: Okay. Is in without objection.

10 MS. DALTON: Thank you.

11 (WHEREUPON, Defendant's Exhibit No. 6 was received
12 into evidence at this time.)

13 MS. DALTON: And, Your Honor, we request to publish
14 to the jury?

15 THE COURT: Any objection, counsel?

16 MR. TALLEY: No, ma'am.

17 THE COURT: Yes, ma'am.

18 MS. DALTON: Thank you.

19 Okay. So, this is work -- Defense Exhibit 6, this
20 work order 7177, could you tell me again when this
21 compliant was submitted through the portal?

22 A. This was submitted shortly after Jeremy Scates had
23 left the unit around -- after 11:00PM.

24 Q. Okay. Could you read me the description of this work
25 order?

1 A. We have bats that have now been identified in two
2 bedrooms shortly after emergency maintenance was called
3 tonight to try and catch -- try and catch the bats still
4 in one bedroom. It escaped through a small hole in the
5 ceiling.

6 Approximately 1.5 five hours later we found our
7 fourth live cockroach. We were able to catch and kill it.
8 We do not feel safe in these conditions and need to
9 explore ending our lease due to pest infestation in this
10 unit.

11 Q. Thank you.

12 Okay. And, again, this was created on August 13th.
13 Is that correct?

14 A. Correct.

15 Q. Okay. And it says it's completed on August 14th.
16 why is it listed as completed on August 14th?

17 A. On the 14th, Jeremy and another tech went back into
18 the unit after he had been in the prior night and they
19 spoke to the tenant and did some sealant in the ceiling.

20 Q. Okay. And so this work order was submitted after
21 Jeremy came on the night of the 13th to look for the
22 bat?

23 Is that right?

24 A. Correct.

25 Q. Okay. And so, in this work order, the plaintiffs are

1 saying there -- there's now bats in two bedrooms instead
2 of just one.

3 Is that, is that correct?

4 A. Correct.

5 Q. Okay. And so, the way these work orders are created,
6 is this -- this work order, this description that's in it,
7 is this created only from information put into your system
8 by the plaintiffs?

9 A. Yes, this was submitted by the Latefis.

10 Q. Okay. Other than this document, have you ever seen
11 or heard anything about a bat being seen in more than one
12 room?

13 A. No.

14 Q. Okay. And this complaint submitted by the plaintiffs
15 also says they found their fourth live cockroach.

16 So, it -- did the plaintiffs tell Drayton Mills in
17 this work order that, in a matter of 10 days, they've seen
18 four cockroaches?

19 Is that right?

20 A. Correct.

21 Q. Okay. Okay. And, again, you guys responded to the
22 cockroach complaints on the 17th.

23 Is that right?

24 A. Correct.

25 Q. And the bat complaint, Jeremy came out the same day

1 and then the next day?

2 A. Correct.

3 Q. Is that right?

4 Okay. And is this work order the first mention by
5 the plaintiffs about exploring ending their lease?

6 A. Correct.

7 Q. Okay. So, tell me about -- okay. There's been a lot
8 of talk about them.

9 Tell me about Carolina Wildlife Extractors.

10 who are they?

11 THE COURT: Counsel, I hate to interrupt you and,
12 ma'am, if you'll hold your thought.

13 Okay. Let me talk to the lawyers up here. It is
14 4:46PM and we're in the middle of a witness.

15 (WHEREUPON, a bench conference was held out of the
16 hearing of the jury at this time.)

17 THE COURT: All right. Ladies and gentlemen of the
18 jury, I'm trying to keep my word for y'all.

19 I know that y'all come in here every day and I try to
20 keep you all as informed as I can understanding that I
21 don't know exactly the timing of this nor do the lawyers.
22 They do their best to estimate how long things will take.

23 Does anyone -- what I'd like to do is finish with
24 this witness this afternoon rather than breaking up her
25 testimony, which is, as you can understand, logical.

1 Does anyone at this time need to make a phonecall or
2 need a bailiff to make a phonecall regarding anything?

3 If you do, I can let y'all just raise your hand. You
4 don't need to tell me. But I'll let y'all go out for a
5 moment and talk with the bailiffs and come back here.

6 Okay. All right. So let's do this. Let me give
7 y'all five or six minutes and it will give us an
8 opportunity to stand and stretch and for these folks to
9 make any phonecalls they need to make and then we'll come
10 right back in.

11 Okay. Thank you.

12 Everyone please rise.

13 (WHEREUPON, the following takes place outside the
14 presence of the jury.)

15 THE COURT: Okay. Everyone, we'll be at ease for
16 just a few minutes.

17 Ma'am, you can step down.

18 THE WITNESS: Uh-huh. (Affirmative).

19 THE COURT: You can't talk with anyone --

20 THE WITNESS: Uh-huh. (Affirmative).

21 THE COURT: -- since you're technically still on the
22 stand.

23 Okay?

24 THE WITNESS: Okay.

25 THE COURT: All right.

1 MR. STILL: Thank you, judge.

2 THE COURT: If you need to step out and use the
3 restroom or get some water if -- you can.

4 All right?

5 THE WITNESS: Okay.

6 THE COURT: Thank you all.

7 MR. STILL: Thank you, judge.

8 (WHEREUPON, a short recess was taken at this time.)

9 THE COURT: Y'all be at ease. Thank you.

10 (Pause.)

11 THE COURT: Okay. Are we waiting on anyone else?

12 MR. STILL: No, Your Honor.

13 THE COURT: Okay. All right. Anything else before
14 we have the jury back in?

15 Anything from the plaintiff?

16 MR. TALLEY: No, ma'am.

17 THE COURT: Anything from the defendant?

18 MR. STILL: No, Your Honor.

19 THE COURT: Okay. Have they made their arrangements,
20 got their ducks in a row?

21 THE BAILIFF: The bailiffs are back out. So I assume
22 they have.

23 THE COURT: Okay. Will you confirm for me please,
24 sir?

25 Thank you.

1 (Pause.)

2 THE BAILIFF: They're good, judge.

3 THE COURT: They're good?

4 THE BAILIFF: Yes, ma'am.

5 THE COURT: Okay. Thank you.

6 THE BAILIFF: Bring them in?

7 THE COURT: Yes, sir.

8 (WHEREUPON, the following takes place within the
9 presence of the jury.)

10 THE COURT: Okay. Thank you. Please be seated.
11 Everybody's all set?

12 (WHEREUPON, the jurors nod affirmatively.)

13 THE COURT: Okay. Ms. Dalton.

14 MS. DALTON: May it please the Court?

15 THE COURT: Please continue with your direct. I
16 think you were talking about an exterminating service or I
17 forgot the name of the company.

18 MS. DALTON: Yes, Your Honor. Carolina wildlife.

19 THE COURT: Yes, ma'am.

20 MS. DALTON: Thank you.

21 May it please the Court?

22 CONTINUED DIRECT EXAMINATION

23 BY MS. DALTON:

24 Q. So, Ms. Sherbert, again, like I said, Carolina
25 wildlife Extractors has been brought up a few times

1 already in the trial.

2 So, who are they to you?

3 A. Certainly.

4 So, they were brought in during construction of the
5 project by Whiting-Turner, which was the general
6 contractor for the construction of the property and they
7 were brought in to do an extra seal around the soffit of
8 the building because the National Park Service required us
9 to keep the soffits. And they wanted to make sure that
10 the soffit was sealed entirely on the outside. And they
11 completed that work during construction and I believe
12 provided a long term warranty on it.

13 Q. Okay. So, did you ever hire them to come back out
14 after they did that initial work?

15 A. When the tenant submitted the complaint, that
16 complaint was elevated to me, which obviously got my
17 attention. We are not used to tenants providing work
18 orders of that nature.

19 I knew that Palmetto had or the extraction company
20 had completed the work during construction. So, I had
21 their contact information, called them, told them what was
22 going on, and they agreed, on an emergency basis, to come
23 up and review the property.

24 Q. Do you know what -- do you know what day -- how many
25 days after the initial bat complaint they came to the

1 property?

2 A. They mobilized on the 15th.

3 Q. Okay. And who was your contact at Carolina wildlife?

4 A. Justin Ludy.

5 Q. Okay. Tell me about the work that you hired them to
6 do after this bat complaint was made by the plaintiffs.

7 A. Well, I asked them, on emergency rates, to come up
8 and do a full assessment of the unit. If they found
9 something in the unit, to extract it and to complete any
10 additional seal that might have been missed during their
11 original work in 2016.

12 Q. Okay. So, what, what were the conversations that you
13 had with Justin about this assessment that they did?

14 A. So, Justin contacted me after he completed a full
15 assessment. He said that he found zero evidence of any
16 bat in the unit. He found zero evidence of bat urine. He
17 found zero evidence of bat poop and he found zero evidence
18 of any way a bat could intrude into the unit.

19 He did say he was led, quote unquote, "led" by the
20 tenant to try to say certain things which he said I would
21 not---

22 MR. TALLEY: Objection, Your Honor.

23 THE COURT: Come up please.

24 (WHEREUPON, a bench conference was held out of the
25 hearing of the jury at this time.)

1 THE COURT: We will put all your objections on the
2 record.

3 Thank you.

4 Q. Ms. Sherbert, what did Justin tell you about any
5 urine from bats?

6 A. He said he found zero evidence of any bat intrusion
7 into the unit. No urine. No bat poop. No area up in the
8 ceiling area where a bat could intrude.

9 Q. Okay. What about the traps that he set up?
10 Tell me about those.

11 A. So, he did go outside and he saw a little indentation
12 in the outside of the brick where the tenant was claiming
13 the bat came into the unit.

14 So, he said the, the -- another preventive measure
15 you could take for, for pretty significant additional fee,
16 he would come back and place a trap at that area, and if
17 there were bats where the tenant proclaimed they were at,
18 that that trap would catch them and he would leave that
19 trap in place for a period of time and come back and
20 notify me if anything was found in that trap and if any
21 additional work would be needed to seal.

22 Q. So, did he come back and check the trap?

23 A. He did. He came back. He checked the trap. He
24 found nothing in the trap. He removed the trap and
25 demobilized.

1 Q. Okay. So, were any bats found by Carolina wildlife
2 Extractors?

3 A. None.

4 Q. Were any bats extracted by them?

5 A. None.

6 Q. Okay. How much did Drayton Mills have to pay this
7 wildlife expert to come out and do this work?

8 A. It was \$4,000.

9 Q. That is all my questions. Please answer any the
10 plaintiff's attorney has.

11 THE COURT: Okay. Cross-examination.

12 CROSS-EXAMINATION

13 BY MR. TALLEY:

14 Q. Ms. Sherbert, the picture that you were shown
15 initially, it's a very nice photograph.

16 How, how much did all that work cost?

17 A. You're jogging my memory but it was about \$300.00 a
18 square foot.

19 Q. And how many square feet is it?

20 A. About 350,000 square feet.

21 Q. Okay. So 350 times 300 would be the project cost?

22 A. Approximately.

23 Q. Okay. When did you last reside in Unit 305?

24 A. I resided in Unit 305 once the spinning building was
25 completed with construction and we moved on to the back

1 building. So, it would of been in 2015 and -- 2015.

2 Q. And just to -- so we're clear, you would have moved
3 out of Unit 305 in 2015?

4 A. Correct.

5 Q. Okay. At any point during my client's occupancy of
6 Unit 305, did you go in the premises?

7 A. I did not.

8 Q. Okay. Your attorney -- and, and I just want to make
9 sure we're clear.

10 Everything I've seen since Palmetto Wildlife -- I
11 know there was some reference to Carolina.

12 But we're talking about the same thing I think?

13 A. Correct.

14 Q. Okay. I understood your testimony to be that the
15 work it performed during construction was warranted for 20
16 years?

17 Did I write that down correctly?

18 A. It did have a long term warranty, correct.

19 Q. And so would that work have been done in the
20 2014/2016 timeframe during construction?

21 A. It was completed in 2015.

22 Q. Okay. Would you agree with me that 2023 would fall
23 within that 20 year warranty?

24 A. Correct.

25 Q. So why did they charge you \$4,000?

1 A. Because I mobilized him on emergency rates because I
2 was so concerned about the tenant's complaints and
3 statements, which is why he brought his son because he had
4 to mobilize on emergency rates.

5 Q. Okay. So, you agree with my client's earlier
6 testimony that the gentleman's son was present when he
7 came to the facility?

8 A. Correct.

9 Q. Okay. And you stated that, and I don't want to
10 misquote, but you, you testified about an area that he
11 found outside the unit?

12 A. He looked on where the tenant was claiming they saw
13 the bat come into the unit and he looked on the outside of
14 the 4-foot brick wall and saw a small indentation and he
15 said I will put a trap out there as just extra precaution.
16 And if there's anything in there, the trap will catch it.

17 Q. Did he tell you that, during his visit to the
18 property, he observed bats leaving that area?

19 A. He absolutely did not and, in fact, he said he saw no
20 bats at the property.

21 Q. Okay. So, you dispute my client's testimony about
22 that?

23 A. One hundred percent.

24 Q. Okay. And do you know that that doesn't surprise me
25 as the owner of the property.

Tara Sherbert - Cross-examination
By Mr. Talley

1 MS. DALTON: Objection.

2 MR. TALLEY: No further questions.

3 MS. DALTON: Pitting witnesses, Your Honor.

4 THE COURT: Any redirect?

5 MS. DALTON: No, ma'am, Your Honor.

6 THE COURT: Okay. Any objection to this witness
7 stepping down?

8 MS. DALTON: No, Your Honor.

9 THE COURT: Okay. By the plaintiff?

10 MR. TALLEY: No, ma'am.

11 THE COURT: Okay. Good.

12 All right. Thank you, ma'am, and I can't see from my
13 angle if you have any -- you don't have any exhibits, do
14 you?

15 THE WITNESS: No.

16 THE COURT: Thank you. Please step down.

17 Okay. Counsel, can you, you all come up regarding
18 the scheduling please?

19 (WHEREUPON, a bench conference was held out of the
20 hearing of the jury at this time.)

21 THE COURT: Okay. All right. Ladies and gentlemen,
22 I have been informed that we are at a good stopping point
23 for the day. And so I am going to let you all go. You
24 will return at 9:30 in the morning and, again, you can not
25 discuss the case even among yourselves. Not yet.

1 Okay. Thank you. We are still in the defendant's
2 case.

3 You all have a good evening.

4 (WHEREUPON, the following takes place outside the
5 presence of the jury.)

6 THE COURT: Okay. Thank you. Y'all can be seated.

7 Counsel, with regard to planning for tomorrow, I
8 understand that, based on my prior communications with
9 counsel, there's still some deposition testimony, at a
10 minimum, that's being proffered or going to be offered by
11 the defendant, which is not objected to by the plaintiff,
12 and I don't know what else you all have. I, I don't
13 remember, per your list of witnesses, if y'all called
14 everybody or not or if there will be any reply.

15 But, tomorrow, before you all close and I charge on
16 the law, we will have a conference regarding the charge
17 and the verdict form. I have drafted or redrafted the
18 verdict form and I have a proposed charge that we will go
19 over at some point tomorrow and I'll make sure that we
20 have enough time to do that.

21 I do not normally give the jury the charge, a written
22 copy of it. I read it to them. If they want any portions
23 of it clarified, I will reread either the entire charge or
24 that portion of it depending and y'all will be a part of
25 that decision.

1 The verdict form I will let y'all look at and we will
2 put it on the record if you agree or disagree or have
3 objections. It has actual damages regarding the
4 plaintiffs and actual damages regarding the defendant,
5 breach of contract for both. There's no comparative, no
6 percentage, and I've tried to take out all the language
7 that says anything really confusing and I've tried to make
8 sure there are no typos and that it is consistent as to
9 both plaintiffs and the defendant.

10 All right. Anything before you all -- and we'll put
11 the objections on the record tomorrow. I've been trying
12 to keep a list. I know that some of the statements that
13 counsel made at the bench were more of informing the Court
14 of what counsel intended to do and wanted my take on it.
15 But we will -- we'll put it all on the record before the
16 jury comes in or during a break outside of their presence.

17 Okay?

18 MR. STILL: Yes, Your Honor.

19 THE COURT: Thank you all.

20 MR. TALLEY: Thank you.

21 THE COURT: Have a good evening.

22 MR. STILL: Thank you, judge.

23 MS. DALTON: Thank you, Your Honor.

24 THE COURT: There's still time to vote before seven
25 o'clock in Spartanburg County.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. STILL: who should we vote for, judge?

THE COURT: I can't tell you that.

(WHEREUPON, Court was in recess for the evening.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

wednesday, August 20th, 2025

THE COURT: Okay. I wanted to go ahead and put the objections on the record. I'm told that all the jurors are here and we could go ahead and let y'all look at the verdict form and we could have the charge conference or we can continue on.

Is the only thing left, Mr. Still, the depositions?

MR. STILL: Yes, Your Honor.

THE COURT: Okay. And what about any redirect, or I'm sorry, reply?

MR. TALLEY: I don't anticipate any. If the deposition---

THE COURT: Okay. And I'm not asking---

MR. TALLEY: ---excerpts---

THE COURT: I'm just---

MR. TALLEY: Yes, ma'am.

THE COURT: Okay.

MR. TALLEY: If, if the -- if he reads the deposition excerpts as have been presented to me, then there will not be any.

THE COURT: Okay.

MR. TALLEY: If that has changed, there may be some.

THE COURT: Okay. Because I, I, you know, I share my thinking with y'all with, with regard to scheduling and I,

1 I certainly am not gonna limit y'all as to your
2 openings -- I mean your closings except per the rules,
3 which say no longer than two hours, which I -- I'll let
4 y'all use your own judgment with that.

5 But with regard to the jury, y'all know nothing
6 happens quickly. And so normally, if we are going to
7 order a meal, we give several hours notice to Chick-Fil-A
8 or Jimmy Johns or Jason's Deli.

9 And so, anyway, I know y'all understand. I mean
10 getting in and out of this courthouse takes a few minutes.

11 So, if we're going to order lunch, then we're gonna
12 have to do it probably -- make a decision in about an hour
13 about that and I don't know if y'all have timed this
14 deposition testimony. I guess it is the one certain thing
15 in the trial that, that can be timed.

16 But have you timed it?

17 MR. STILL: No.

18 THE COURT: No.

19 Okay. All right. So, first, with regard to the
20 objections, I've gone through my notes.

21 This was, of course, on day two of the trial,
22 Tuesday, August the 19th.

23 During the direct testimony of Doctor Latefi by
24 Attorney Talley at 10:38AM, there was an objection
25 regarding what the bat excrement was or what the waste

1 was, if it was actually bat waste. That objection was
2 overruled. The objection was made by Attorney Still. But
3 counsel did rephrase to say that the witness thought it
4 was bat waste.

5 During the cross-examination of Doctor Latefi, there
6 was an -- and the cross-examination was by Attorney Still.
7 Attorney Still objected to Doctor, Doctor Latefi's answer
8 as being hearsay, that it was maybe a juvenile bat that
9 the parents were searching for. He made a motion to
10 strike the testimony of Doctor Latefi.

11 And so the jury was excused and then counsel agreed
12 to handle, via stipulation, any statements made by
13 Palmetto wildlife excavators concerning the nature of the
14 wildlife in, in the apartment or what was seen by this
15 person at the apartment and that both sides could have
16 their witnesses testify. That stipulation was then placed
17 on the record when the jury returned.

18 At 11:22, on or about, during cross-examination of
19 Doctor Latefi, Mr. Still asked Doctor Latefi a question
20 regarding another lawsuit concerning his current
21 residence. That was immediately, immediately objected to
22 and that objection was sustained by the Court and I gave a
23 curative instruction that counsel agreed for me to give,
24 which was the jury was to disregard that -- the last
25 question of counsel in its entirety.

1 During -- at 12:28, during the cross-examination of
2 Kristen Latefi by Attorney Still, Attorney Still, at the
3 commencement of the cross, approached at, at the
4 conclusion of the direct by Mr. Talley of Mrs. Latefi,
5 Mrs. Latefi, they had discussed invoices for the rabies
6 vaccines or shots and Mr. Still said that he wanted to
7 bring up the fact that Cobra insurance had paid for those
8 shots. And I was really surprised because I, I really
9 thought -- well, I was surprised for several reasons. But
10 I really thought that counsel was disputing that the shots
11 had even been given.

12 But, of course, the Collateral Source Rule is not the
13 law in South Carolina yet. And so I was -- I instructed
14 Mr. Still that he could not ask about Cobra insurance and
15 he did not.

16 At 4:14PM, during Attorney Dalton's direct
17 examination of Ms. Sherbert, Attorney Talley objected to
18 photographs because of lack of foundation. That objection
19 was sustained and then Ms. Dalton did lay the proper
20 foundation and the photographs of Unit 5 or Unit S-305, I
21 think it was five photographs, were introduced.

22 During the direct examination at 4:59 by Attorney
23 Dalton of Ms. Sherbert quoting a representative from
24 Palmetto wildlife Extractors that plaintiff's attempted to
25 lead him to state certain conditions and findings,

1 Attorney Talley objected saying that that was outside the,
2 the scope of the stipulation and that was sustained.

3 And then I believe, at the end of the
4 cross-examination of Ms. Sherbert by Mr. Talley, Attorney
5 Dalton may have made an objection but then apparently it
6 was withdrawn. I didn't hear anything else about it.

7 And so, is all of that true to the best of your
8 knowledge, counsel?

9 MR. TALLEY: Yes, ma'am.

10 MR. STILL: Your Honor, yes, those are the
11 objections. I do think we need to put of -- what my
12 arguments were on a few of those issues if the Court may
13 allow it.

14 THE COURT: Which ones?

15 MR. STILL: When we talk about the hearsay, so
16 objection number two. We were talking about the hearsay
17 as to what the actual wildlife specialist stated, and,
18 again, we objected that is hearsay.

19 My understanding was that the Court was going to
20 allow the statements. I then said well, if they are going
21 to be able to talk about it, my client should be able to
22 talk about what he told them. It's our position, and this
23 kind of goes into the number six I believe -- yeah, I
24 think it's number six -- by stating that it was outside
25 the scope of the stipulation.

1 It's my recollection that the stipulation was is that
2 each party could talk about what the wildlife specialist
3 told them. And, again, if I am incorrect, I apologize,
4 judge. But I did not -- I was not aware that there was a
5 limitation.

6 And so, again, we, we believe that the stipulation
7 should have allowed us to go into what all was said by the
8 wildlife.

9 Objection number three going into the other lawsuit,
10 I did -- was not allowed to give the grounds for why that
11 information was not only relevant but proper question was
12 that both plaintiffs---

13 THE COURT: Again, you didn't attempt to.

14 MR. STILL: Your Honor?

15 THE COURT: You, you said that is correct, Your
16 Honor. I'm sorry. I believe that we should give a
17 curative instruction. Later you came up before Mr. Talley
18 came up and said well, the reason it was relevant was
19 because and I said Mr. Talley's not up here. I can't let
20 you tell me about that.

21 MR. STILL: Your Honor, if I may?

22 THE COURT: Okay. But it was much later. It was not
23 timely.

24 MR. STILL: And, Your Honor, if I may?

25 I, I, I just have to put it in the record.

1 when the objection was made, I was told, when I tried
2 to give an explanation when we were called up, I was told
3 not to give an explanation, that there was no way that was
4 relevant. And so I did not argue with the Court at that
5 point and then, when we came up later, I was trying to---

6 THE COURT: No, sir, I didn't tell you not to give an
7 explanation. I did not cut you off. You continued and
8 said -- I, I looked at Mr. Talley. I didn't know if he
9 was going to request a mistrial or if he wanted a curative
10 instruction, okay, and then you said I think rather than
11 repeating the question, it would be better to just say
12 that the jury disregard the last question --

13 MR. STILL: Okay.

14 THE COURT: -- because it would draw more attention
15 to the statement.

16 MR. STILL: Yes, Your Honor.

17 And, again, our position was that question was
18 relevant and proper based on the denial---

19 THE COURT: But I didn't cut you off.

20 MR. STILL: Okay. I'm sorry, Your Honor.

21 THE COURT: And, and I want you to acknowledge that I
22 did not cut you off at the bench.

23 MR. STILL: Yes, Your Honor.

24 THE COURT: Cause there's a record now.

25 MR. STILL: Okay. Yes, Your Honor.

1 THE COURT: Okay. Thank you.

2 Please continue.

3 MR. STILL: And, again, we -- our position on that
4 is, is that you are -- it's our position that impeachment
5 is allowed on a collateral matter that goes to their
6 credibility. In their depositions, both plaintiffs deny
7 any other lawsuit.

8 THE COURT: But you didn't bring that up at the time.

9 MR. STILL: Okay. Your Honor---

10 THE COURT: You didn't bring it up the time and, and
11 you didn't push it. And, and I just assumed that you
12 understood that it was not relevant.

13 I didn't understand that there was another lawsuit
14 and, of course, y'all are in the minutia in this case and
15 I -- this is coming at me just like it is the jury and I
16 didn't understand that there had been another lawsuit or,
17 or something else that had happened but not between these
18 folks, these parties, but with regard to the new
19 homeowner, right?

20 I mean the, the old homeowner of the new property or
21 something.

22 Okay. And so I understand y'all may have known that.
23 But I had no idea what, what you were getting at and you,
24 very quickly, backed away from it and, and then didn't
25 push and didn't argue about why it was relevant at that

1 time. Much later, almost I think hours later, you came up
2 and said the reason that it was relevant.

3 And so I -- again, I, I -- I'm not -- but I'm happy
4 for you to make a record about it. But that is -- if you
5 had pushed on it, I would of let you tell me more about it
6 and why it was relevant. But you immediately said okay.

7 MR. STILL: I apologize.

8 THE COURT: Okay. Yes, sir.

9 MR. STILL: And---

10 THE COURT: Please continue.

11 MR. STILL: Yes, and I believe that is -- oh, yeah,
12 the Cobra issue and, again, collateral source, Your Honor,
13 is normally disallowed. But it's the same principle in a
14 closing when a defendant says they want a judgment against
15 my client and that my client has to pay and there's
16 insurance. That has been deemed to be somewhat
17 misleading.

18 It was my position that the plaintiffs continued to
19 talk about out-of-pocket payments that they were at least
20 partially reimbursed for. So that was the basis of that,
21 Your Honor.

22 Again, we are fine with the Court's ruling on that
23 and that was---

24 THE COURT: And I haven't looked at the invoices.
25 All of the exhibits have been handed to Madam Court

1 Reporter and not to the Court for my review.

2 I don't know if those invoices showed insurance
3 payments. I don't know if they've been redacted. I mean
4 normally they would be redacted. But I don't know what
5 they show.

6 MR. STILL: Your Honor, again, I do not recall
7 receiving about six of those invoices. But they do show a
8 payment. The ones that are in there, they do show a
9 payment by a credit card by the Latefis.

10 And, again, our position, again, for that argument
11 and, again, it was a preinary (phonetic) issue I did not
12 want to upset the Court with is why I asked it beforehand
13 and we understand the Court's ruling. And, again, just
14 for the record, I wanted to explain and -- myself, Your
15 Honor.

16 Thank you.

17 THE COURT: Okay. Anything else as to the
18 objections?

19 MR. TALLEY: No, ma'am.

20 THE COURT: Okay. All right. And so, with regard to
21 the deposition testimony, there are three depositions that
22 y'all are going to publish, right?

23 Not in their entirety. I understand that you've made
24 your listing, your designations of those.

25 would y'all prefer to go ahead and quickly have the

1 charge conference and then bring in the jury for that
2 portion or do you want to do the charge conference at the
3 conclusion of the -- well, all of the evidence and when
4 y'all do your motions because the motions will be renewed?

5 MR. STILL: I, I do not problem -- preference, Your
6 Honor, with whatever the Court would ask --

7 THE COURT: Okay.

8 MR. STILL: -- or prefers.

9 THE COURT: Okay. Okay. well then we'll go ahead
10 and get the deposition testimony in.

11 Do y'all -- what are y'all gonna need to -- we just
12 need to make sure that all the equipment's working in the
13 courtroom. I've learned to check it every morning.

14 Did we check it every morning -- this morning?

15 THE LAW CLERK: Yes.

16 THE COURT: Okay. So, the witnesses are here, the
17 people that are gonna -- and y'all have the sealed
18 transcripts that will be unsealed?

19 MR. STILL: Yes, Your Honor.

20 THE COURT: Does anybody need a break before we bring
21 them in?

22 MR. TALLEY: No.

23 THE COURT: Do y'all need a break before I bring in
24 the jury?

25 MR. STILL: No, Your Honor. I believe we---

1 THE COURT: Okay. Your Honor, there, there -- we're
2 going over -- based on what was said yesterday in the
3 plaintiff's case, there are two more designations that
4 we're talking about regarding reactions to the shot.
5 That's what we're looking at right now, Your Honor.

6 So there may be two more designation, one in each of
7 the son's testimony.

8 THE COURT: Okay. Then I'm gonna step off the bench
9 for about three minutes and I'll be right back.

10 MR. STILL: Thank you, judge.

11 (WHEREUPON, a short recess was taken at this time.)

12 THE COURT: Okay. Anything before we bring in the
13 jury?

14 MR. TALLEY: None from the plaintiff.

15 MR. STILL: None from the defense, Your Honor.

16 THE COURT: Okay. Thank you.

17 We will now have the jury.

18 (WHEREUPON, the following takes place within the
19 presence of the jury.)

20 THE COURT: Good morning. Thank you. Please be
21 seated.

22 Ladies and gentlemen of the jury, welcome back.

23 Thank you for being prompt this morning. I'm aware
24 that you-all were here well in advance of your 9:30 time
25 to be here. There were some matters I had to take up

1 outside of your presence with the lawyers.

2 And so now we are ready to continue in the matter of
3 Latefi versus Drayton Mills Living, LLC. Civil Action
4 Number 24-181.

5 We are still hearing from the defendant. And so if
6 you all will please direct your attention -- is it gonna
7 be Ms. Dalton or Mr. Still?

8 MR. STILL: Ms. Dalton.

9 MS. DALTON: Yes, Your Honor.

10 THE COURT: To Ms. Dalton.

11 MS. DALTON: May it please the Court.

12 Your Honor, at this time we would call Arman Latefi
13 via the deposition designations.

14 THE COURT: Okay. And so, yesterday, ladies and
15 gentlemen, before we began this part, I explained to you
16 that a deposition is a setting outside of the courtroom
17 where the witnesses are sworn. There's a court reporter
18 present and counsel for both parties are present at that
19 deposition location and present during the giving of
20 testimony.

21 The testimony that is about to be presented is going
22 to be published, as I understand it, because the witnesses
23 are not available.

24 Is that correct, Ms. Dalton?

25 MS. DALTON: Yes, Your Honor.

1 THE COURT: And so she, Ms. Dalton, has found some
2 willing participant to read the portions of the transcript
3 as though the witness were present.

4 Okay. This is sworn testimony and you are to give it
5 the same weight and consideration that you would if the
6 witness was here testifying in person. As I'm sure y'all
7 can also understand, a lot of times depositions are taken
8 due to scheduling and trying to schedule with the
9 witnesses and it makes it a lot easier then them having to
10 appear.

11 Okay. All right. And so, yes, ma'am, you have the
12 original?

13 MS. DALTON: Yes, Your Honor.

14 Would you like to open it or would you like me to
15 open it?

16 THE COURT: I don't mind if you open it as long as,
17 Mr. Talley, if you show it to him and he sees that that is
18 the sealed deposition.

19 MR. TALLEY: That's fine. Thank you.

20 THE COURT: Okay. And so, Ms. Dalton, if you will,
21 state the date and location of the deposition please.

22 MS. DALTON: Yes, this deposition was taken the
23 25th of April, 2025, at approximately 5:02PM and it was
24 taken via Zoom.

25 THE COURT: Okay. And, again, who is the witness---

1 MS. DALTON: Arman---

2 THE COURT: ---that---

3 MS. DALTON: Arman Latefi.

4 THE COURT: Okay. All right. And if the reader
5 would come forward?

6 And you still have to be placed under oath.

7 Okay.

8 THE WITNESS: Okay.

9 THE COURT: Thank you.

10 SCOTT FINNEY, being first duly sworn,
11 reads the deposition as follows:

12 THE COURT: Sir, come around and make yourself
13 comfortable. I think there's water there and make sure
14 your mic is on.

15 Okay?

16 THE WITNESS: Thank you, Your Honor.

17 THE COURT: If you will, sir, state your full name.

18 THE WITNESS: Scott Milling Finney.

19 THE COURT: Spell your last name for me please.

20 THE WITNESS: F-I-N-N-E-Y.

21 THE COURT: Okay. Thank you.

22 Yes, ma'am.

23 MS. DALTON: All right. Okay. We'll start with Page
24 7. Lines 3 through 15.

25 Q. At some point I'm gonna ask you a question that

1 doesn't make sense. It's not me trying to be clever or
2 tricky. It's quite the opposite. It's just a poorly
3 worded question.

4 If you don't understand my question, just let me know
5 and I'll be glad to rephrase it. Just say Trey, that
6 didn't make sense. Can you try again and I'll do my best.

7 If you don't hear my question for some reason, just
8 let me know and I'll be glad to repeat it as close as
9 previously stated as possible. But if you answer my
10 question, I will assume you heard it, you understood it,
11 and you answered it truthfully.

12 Is that fair?

13 A. Yes.

14 MS. DALTON: Okay. Page 11, Lines 3 through 10.

15 Q. At any point -- and at any point prior to
16 actually moving, physically moving to South Carolina, did
17 you visit this state?

18 Did you visit Spartanburg at anytime?

19 A. No.

20 Q. Were you part or did you -- were you involved in
21 any way in selecting the apartment or condominium that
22 your parents decided to move into?

23 A. No.

24 MS. DALTON: Page 12, Lines 21 to 23.

25 Q. So when you first got to the Drayton Mills

1 apartment complex or condominiums -- again, I think
2 they're condominiums. But, for some reason, it's easier
3 for me to say apartment complex.

4 Did you have any concern, when you first got there,
5 about living in that condo?

6 A. Other than it being like a tight space for six
7 people, no.

8 MS. DALTON: Okay. Page 13, Lines 4 through 6.

9 Q. Okay. And, at any point before going back to
10 Georgia Tech, did anything concern you about living there?

11 A. Well, after seeing bats, that was really the main
12 concern.

13 MS. DALTON: Lines 11 through 24.

14 Q. Did you ever see -- sorry. Yeah.

15 Did you ever see any bugs in the house?

16 A. Bugs?

17 Q. Yes, bugs, roaches, spiders, anything like that.

18 A. I can't recall exactly. I want to say there were
19 roaches. But I'm not positive.

20 Q. Did you see them then?

21 A. I can't recall.

22 Q. Do you recall ever having a conversation with
23 your parents regarding bugs or roaches?

24 A. I do. I do recall about roaches.

25 Q. Okay. Tell me what you recall about those

1 conversations.

2 A. Nothing in fine detail. I believe my mom had
3 just bought roach traps because we saw some. Other than
4 that, I can't remember much.

5 Q. And, again, when you say we saw some, you don't
6 recall seeing any, do you?

7 A. No. Not on my own, no.

8 MS. DALTON: Okay. Page 14, Lines 19 through 25.

9 Q. Tell me what you recall about seeing bats?

10 A. We had -- what I recall is we'd been hearing
11 these chirping noises for a couple of days and we weren't
12 really sure what it was. We thought it was like mice in
13 the wall or something and then, in my parent's bedroom, my
14 brother looked up and he saw bats flying around and that,
15 that explained that.

16 MS. DALTON: Page 15, Lines 1 through 4 and 11
17 through 18.

18 Q. Okay. So, did you personally ever see any bats
19 inside the house?

20 A. I don't recall. I remember the moment that they
21 were seen though.

22 Q. All right. Did you -- again, you poked your head
23 in.

24 Did you actually see it?

25 A. I don't remember exactly. It was a hectic

1 moment. I'm now recalling seeing bats outside near our
2 window though at night. But yeah.

3 Q. Which window did you see them at?

4 A. I don't remember exactly. It's -- yeah, I just
5 don't -- I don't recall exactly.

6 MS. DALTON: Page 16, Lines 10 through 20.

7 Q. All right. The night of -- the night the bat was
8 found, did you sleep in your room?

9 A. I'm trying to remember. I think so. But I'm not
10 positive when I say I think so.

11 Q. Okay. At any point after moving into the
12 apartment or condo, did you ever sleep on the floor in the
13 den?

14 A. Yeah. I slept on the floor, yeah.

15 Q. Why did you sleep on the floor?

16 A. Because it was the shared space with my brother.
17 The bed was not big enough to share the two of us. So I
18 just look like took love -- look like mattress on the
19 ground.

20 MS. DALTON: Okay. Page 17, Line 16 through 19.

21 Q. Okay. Did either of your parents try to catch
22 the bat or scare the bat out of the room?

23 A. Not to my knowledge. Maybe tried to scare. But
24 I don't recall really.

25 MS. DALTON: Page 21, Lines 1 through 4.

1 Q. And you had all four of the shots?

2 A. Correct.

3 Q. Did they cause you to get sick or anything?

4 A. I don't recall.

5 MS. DALTON: Okay. Nothing further from this
6 witness, Your Honor.

7 THE COURT: Okay. Thank you.

8 MS. DALTON: We'll be using the same reader for the
9 other two.

10 THE COURT: Okay.

11 THE WITNESS: Step down then?

12 THE COURT: You're still under oath.

13 Okay. So, he's gonna continue to read?

14 MS. DALTON: For the other depositions. I don't know
15 if Mr. Talley has anything.

16 THE COURT: Oh.

17 Do you have any designations, sir?

18 MR. TALLEY: No, I do not.

19 THE COURT: Okay. Thank---

20 MR. TALLEY: Mine was included in that.

21 Thank you.

22 THE COURT: Okay. All right. And so, counsel,
23 please continue. Again, show opposing counsel the next
24 deposition please.

25 MS. DALTON: Your Honor, the next deposition will be

1 Kamran Latefi.

2 THE COURT: Did you say Kamran?

3 MS. DALTON: Yes, Your Honor.

4 THE COURT: Okay.

5 MR. TALLEY: No objection to her opening it.

6 THE COURT: Okay. Thank you.

7 MS. DALTON: Your Honor, this, this deposition of
8 Kamran Gabriel Latefi was also taken the 25th of April,
9 2025, and it commenced at approximately 3:02PM and it was
10 taken via Zoom.

11 THE COURT: Thank you.

12 And the person asking the questions during the
13 deposition, would that be Mr. Still?

14 MS. DALTON: Yes, that's Mr. Still.

15 THE COURT: All of the questions or --?

16 MS. DALTON: Yes, Your Honor.

17 THE COURT: Okay. All right. Thank you. Please
18 continue.

19 MS. DALTON: We'll start with Page 7, Lines 17 to 25
20 of the deposition of Kamran Latefi.

21 Q. All right. At some point today I'm gonna ask a
22 question that just doesn't make sense to you. I'm not
23 trying to be clever or tricky. It's just, it's just quite
24 the opposite. It's just a poorly worded question.

25 If you do not understand my question, you won't hurt

1 my feelings by saying Trey, that made no sense. Can you
2 rephrase it for me. Then I'll do my best to articulate a
3 decent question after that. But you're not gonna hurt my
4 feelings if you don't understand it. I just need you to
5 tell me if you don't understand it.

6 okay?

7 A. Okay.

8 Q. If you don't hear my question -- sometimes on
9 Zoom the audio goes in and out. If you don't hear my
10 question for any reason, just let me know and I'll be glad
11 to repeat it. If you answer my question though, I will
12 assume you heard it, you understood it, and you answered
13 it truthfully.

14 Is that fair?

15 A. Yes.

16 MS. DALTON: Page 11, Lines -- or sorry. Page 14,
17 Lines 13 to 20 and 21 to 25.

18 Q. All right. Let's go back to the time when you
19 moved into Drayton Mills.

20 When you first got to the condo complex or apartment
21 complex, did you have any concerns when you first got
22 there?

23 Like when you looked out and saw the place, did you
24 have any concerns?

25 A. No.

1 Q. All right. Did you personally have any concerns
2 about living in the condo at Drayton, at Drayton Mills?

3 A. No.

4 Q. And during the time that your family lived there,
5 did you have any concerns about your family living there
6 at any point regardless of whether or not you were still
7 there?

8 A. No.

9 Q. Now, at some point your family or do you know how
10 long your family intended to stay at the condo when you
11 guys moved in?

12 A. Until we could find a house.

13 MS. DALTON: Jumping down to Line 23.

14 Q. While you were there, and I understand that you
15 went back to college some time in August, did you see any
16 bugs inside the home?

17 A. No.

18 Bugs?

19 No.

20 Q. Do you recall any of your family members talking
21 about there being bugs in the house?

22 A. I do not remember.

23 MS. DALTON: Jumping down to Line 12.

24 Q. Tell me about that.

25 A. I walked into my parent's room one day and saw a

1 bat flying in the corner.

2 Q. What were you doing in their bedroom?

3 A. I think I had to ask my mom something.

4 Q. Was she in the room when you found the bat?

5 A. I don't remember.

6 Q. All right. Now, you would of been college age
7 when this happened.

8 Did you have a cellphone?

9 A. Yes.

10 Q. All right. Did that cellphone have a camera on
11 it?

12 A. Yes.

13 Q. According to your sister, everyone in the family
14 had cellphones at the time of this bat sighting and they
15 all had cameras on them.

16 Do you agree with that?

17 A. Yes.

18 MS. DALTON: Down to Line 20.

19 Q. Do you know if anyone else in your family saw the
20 bat?

21 A. I don't know.

22 Q. What conversations did you have with your parents
23 about the bat?

24 A. I just told them that I saw a bat and that's as
25 far as my memory goes on that.

1 Q. Did y'all do anything that night to try to catch
2 the bat or expel it from the house in any way?

3 A. No.

4 Q. Did y'all do anything different than you normally
5 would of done that night because of the bat?

6 A. I don't remember.

7 Q. All right. Did you sleep in your room the night
8 of the incident or, or the bat sighting?

9 A. Yeah.

10 MS. DALTON: Page 19, Lines 1 through 5.

11 Q. Was it flying the whole time that you saw it or
12 did it ever land?

13 A. It landed like shortly after I turned on the
14 light.

15 Q. Where did it land?

16 A. It went into some sort of crevice in the corner.

17 MS. DALTON: Page 20, Line 1.

18 Q. All right. So you tell me about the bat. You're
19 not really sure -- so you tell them about the bat. You're
20 not really sure what they did after that. You slept in
21 your room that night.

22 Did you ever see any bats in the apartment or condo
23 after that night?

24 A. I don't remember.

25 MS. DALTON: Down to Line 9.

1 Q. And, again, I'm not trying to be rude when I ask
2 this next question. So forgive it. But you're a very
3 intelligent individual. You're trying to go to med
4 school.

5 I mean is it fair to say that if a bat was -- if you
6 saw a bat in the house, you will remember it, wouldn't
7 you?

8 A. Yes.

9 Q. Okay. Because you remember the first time you
10 saw the bat in the house, right?

11 A. Yes.

12 Q. So the fact that you don't remember ever seeing
13 another bat in the house or in the apartment, does that
14 lead you to believe that you never saw another bat inside
15 the apartment?

16 A. Yeah, sounds about right.

17 MS. DALTON: Page 21, Lines 19 through 25.

18 Q. Now, do you have -- I mean kind of help me on
19 this. I mean obviously you're not necessarily like some
20 early 20 year old. So, I'm not trying to lump you in with
21 the group.

22 But I mean everyone someone as old as me at 43, if I
23 see something like a bat or something like that at my
24 house, I generally take a picture. In fact, yesterday I
25 rescued a turtle out of my pool and I took a picture of

1 it.

2 Is there any reason why you and your family did not
3 take a picture or a video of the bat that night?

4 A. I'm not sure about my family's case. But, for my
5 case, like I said, it was immediate. I turned on the
6 light and it flew into that crevice.

7 Q. But once it -- okay. Once it flew into that
8 crevice, did it ever come back out?

9 A. I didn't see it again.

10 MS. DALTON: Down to Line 18.

11 Q. And you mentioned, even seeing that bat there,
12 you had no concerns about living there.

13 Is that correct?

14 A. Yeah.

15 MS. DALTON: Line or Page 24, Line 3.

16 Q. Did the shots make you sick at all?

17 A. I don't think so.

18 MS. DALTON: Your Honor, nothing further.

19 THE COURT: Okay. Anything further?

20 MR. TALLEY: Your Honor, I don't have anything
21 further on that.

22 THE COURT: Okay. Thank you. I didn't think so but
23 --.

24 Okay. Yes. Ma'am, please continue.

25 MS. DALTON: Yes.

1 And the next witness, Your Honor, will be from the
2 deposition of Leila June Latefi and I'll let Mr. Talley
3 look at the transcript.

4 MR. TALLEY: No objection to her opening it.

5 THE COURT: Thank you.

6 MS. DALTON: Okay. And, Your Honor, this deposition
7 was also taken the 25th of April of this year and it
8 commenced at approximately 2:07PM. It was taken, again,
9 Mr. Still was asking the questions and it was taken via
10 Zoom.

11 We'll start out on Page 7 again, Lines 14 to 25.

12 Q. All right. Now, this is going to be -- this is
13 the most important part.

14 At some point today I'm gonna ask a question that
15 just doesn't make sense. It's not me trying to be tricky
16 or clever. It's quite the opposite. It's just a poorly
17 worded question. If you don't understand my question.
18 -- if you don't understand my question, you will not hurt
19 my feelings by saying Trey, that didn't make sense.

20 Okay?

21 I hear it all the time. So, if you don't understand
22 my question, please let me know.

23 If you don't hear my question for some reason if
24 something like the audio is bad or something like that,
25 just let me know as well and I will be glad to repeat it.

1 But if you answer my question, I will assume you heard it,
2 you understood, and you answered it truthfully.

3 Is that fair?

4 A. Yes, that's fair.

5 MS. DALTON: Okay. Page 17, Lines 11 through 14.

6 Q. Okay. Now, when you got to the apartment for the
7 first time, did you see anything that caused you any
8 concern when you first got there?

9 Q. Not immediately.

10 MS. DALTON: Twenty -- Line 24.

11 Q. When you first found out that you guys were gonna
12 be renting an apartment or a condo, what was your
13 understanding as to how long you guys intended to be in
14 the actual condo?

15 A. I don't remember saying a specific set amount of
16 time. I just remember saying we were going to look at
17 each other -- look at other houses and, once we found one,
18 then we could basically leave.

19 MS. DALTON: Down to Line 15.

20 Q. Okay. What exactly did you encounter, see, or
21 deal with that caused you concerns?

22 A. I remember my mom talking about seeing droppings
23 and she thought they were mice droppings and I did not
24 like the thought that there would be mice in where I was
25 living. And I remember talking to someone at Drayton

1 Mills, or my parents talking to them, about bugs that they
2 call I believe Palmetto bugs.

3 Q. Okay. Did you ever see any mice in the
4 condominium?

5 A. I did not.

6 Q. Do you know if anyone in your family ever saw a
7 mice in the actual condominium?

8 A. I'm not positive. But I don't believe anyone saw
9 anything.

10 Q. The Palmetto bugs, I think that's just a nice way
11 of calling a roach a type of roach.

12 Did you ever see any roaches or Palmetto bugs inside
13 the condo?

14 A. I did not. I heard my mom scream though. So, I
15 never went near them.

16 Q. You said you heard her scream.

17 How many times did you hear her scream?

18 A. I only have a vivid memory of that. But there
19 was probably more.

20 MS. DALTON: Okay. Page 20, Lines 18 through or 11
21 through 18.

22 Q. Okay. What were the other issues you encountered
23 or were concerned about while you were living there?

24 A. I'd say the bats was probably the most pressing.

25 Q. Tell me what you remember about the bats.

1 A. For me, I never saw a bat because I went to bed
2 at about 7:30 the night they found them, and, at that
3 point, they had closed off the room and told me not to go
4 over to that area and everyone stayed in the living room.

5 MS. DALTON: And Page 21, Line 8.

6 why didn't you just stay in your room if no bats were
7 seen there?

8 A. My room was the one room that supposedly wasn't
9 near the bats is what they told me and I think they may
10 have tried to wake me up. But I do not recall anything
11 but waking up that morning and everyone being freaked out
12 and everyone having blankets laying in the living room.

13 MS. DALTON: Down to Line 24.

14 Q. Okay. All right. What do you recall being
15 discussed about the bat incident?

16 Tell me like what you remember someone saying, where
17 they saw it, what room it was, what it looked like, what
18 they did.

19 Just tell me what all you recall.

20 A. What I remember being told, since I wasn't there
21 for like the major incident, was, when I woke up, that my
22 eldest brother, Kamran, was the one who first saw the bat.
23 He was in my parent's room laying on their -- just on his
24 phone when he saw something like flying in the corner or
25 just saw it flying around in the room. And then he went

1 out and told my parents. And I'm not sure what happened
2 after that.

3 MS. DALTON: Page 23, Lines 3 through 7.

4 Did you ever see any of the droppings?

5 A. I did not.

6 Q. Did you ever -- have you ever seen a bat in the
7 subject apartment?

8 Have you personally seen a bat in there?

9 A. Personally, I have not.

10 MS. DALTON: Page 24, Lines 14 through 18.

11 Q. Okay. Now, in August of 2023, how old was your
12 younger sister?

13 A. I would say -- I think she was 11 or 12. I know
14 she's five years younger than me. I can not recall how --
15 I can not recall how old I was to be honest.

16 Q. Okay. Did she have her own phone at that point?

17 A. I believe so.

18 Q. And did you -- okay. And you had your own phone,
19 right?

20 A. Yes, I did.

21 Q. And what about your two brothers?

22 Did they have their own phones?

23 A. Yes, they did.

24 Q. All right. What about your parents?

25 Did they have cellphones?

1 A. Yes, they did.

2 Q. Did all of these people have cellphones -- did
3 all of these cellphones have working cameras on them?

4 A. I believe so.

5 Q. Have you ever heard any conversation with your
6 family about attempts to take photographs of the bat?

7 A. I have not heard any conversations that I can
8 recall.

9 Q. Now, do you know why you guys moved out of the
10 condo when you did?

11 A. I had assumed it was because we had found a house
12 that we all liked. But I'm not a hundred percent sure if
13 that was the exact reason.

14 Q. So, when you -- why were -- why did you assume
15 that you moved, because you found a house that you wanted
16 to buy?

17 A. I know it was in a neighborhood that my parents
18 really liked and that house was super nice and we had
19 toured it and everyone seemed pretty happy.

20 MS. DALTON: Okay. Page 27, Lines 2 to 6.

21 Q. All right. So, did you -- while you were there,
22 did you ever see or were you present when someone else saw
23 any kind of bug in the house?

24 A. I believe I was present for the cockroach. But I
25 could be just remembering my mom freaking out about it

1 later.

2 MS. DALTON: Page 31, Line 22 to 24.

3 Q. Do you know why you had to have those shots?

4 A. Because of being exposed to bats or potentially
5 being exposed to the bats.

6 MS. DALTON: Okay. Nothing further, Your Honor.

7 THE COURT: Anything, Mr. Talley?

8 MR. TALLEY: No, ma'am.

9 THE COURT: Okay. Thank you.

10 Mr. Finney, you may step down, sir, and take those
11 transcripts with you please.

12 THE COURT: Are -- y'all aren't offering the
13 transcripts, right?

14 MR. STILL: Correct, Your Honor.

15 THE COURT: Okay.

16 MR. STILL: Your Honor, at this time the defense
17 rests.

18 THE COURT: Okay. All right. Ladies and gentlemen,
19 there's some matters I need to take up outside your
20 presence.

21 If you-all will follow your foreperson into the jury
22 room. I'll get you back out here as quickly as possible.

23 Okay. Thank you.

24 (WHEREUPON, the following takes place outside the
25 presence of the jury.)

1 THE COURT: Okay. Y'all be seated.

2 Are there any motions?

3 MR. TALLEY: I don't have any.

4 MR. DAVIS: Your Honor, at this time we would just
5 renew our directed verdict.

6 Real quick, quick, Your Honor, not to restate the
7 previous grounds, but, again, the defense believes that
8 they're entitled to summary or directed verdict at the
9 close of the defense case as they were in the closing of
10 the plaintiff's case based on the argument that the
11 Landlord Tenant Act controls this situation.

12 The contract that's in place also has language that
13 is complainant with the Landlord Tenant Act, that case law
14 in South Carolina, *Code versus Robinson* and *Thompson*
15 *versus CDL Partners*, state that before there can be a
16 cause of action there must be, one, a written notice of
17 the complaint, and, two, and failure to respond within a
18 reasonable time.

19 In this situation, Your Honor, every witness that has
20 testified has said that there was immediate reaction or at
21 least within that -- I think the most delayed reaction was
22 within five days regarding the treatment. We believe that
23 means we were in compliance with the Landlord Tenant Act,
24 Your Honor, and, therefore, we believe that there were
25 insufficient grounds to warrant the termination of the

1 lease by the plaintiff.

2 Therefore, the lease should be enforced, Your Honor,
3 and the -- again, since they did not comply with the terms
4 of the lease and ignored it, they had the grounds
5 sufficient to terminate under the act. We believe that
6 the defendant in this case is entitled to four months rent
7 plus the early termination fee, which was also one months
8 rent, Your Honor.

9 So, again, we would be asking for a directed verdict
10 against the plaintiff's claims against my client and for
11 the defendant and their claims against the plaintiff in
12 the amount of \$12,195.00.

13 Thank you.

14 THE COURT: Mr. Talley.

15 MR. TALLEY: Your Honor, I would just briefly state
16 as I did before and just further that with the testimony
17 that was given by the representative of the defendant
18 yesterday, Ms. Sherbert, where she acknowledged they
19 actually observed this through her an additional work
20 order where my client, on August the 14th, said we want
21 to pursue ways to end this lease.

22 Take that with the testimony that came in through
23 Mrs. Latefi that the defendant actually refunded part of
24 the security deposit to them after that notice was given
25 and after they had vacated the property in September of

1 2023.

2 The health and safety concerns that have been raised
3 as far as the exposure now back at least two of the
4 children as well and their observations of one seeing the
5 actual bat and then the other seeing bats outside the
6 window consistent with what Mrs. Latefi testified to as
7 far as the observation with the Palmetto Wildlife and that
8 person's child when they were both present.

9 So, we'd ask that you deny the motion.

10 THE COURT: Anything else, Mr. Still?

11 MR. STILL: Nothing, Your Honor.

12 THE COURT: Okay. And so, again, as stated yesterday
13 under the Rules of Civil Procedure, while it is not stated
14 clearly in the rule as it is in the Rules of Criminal
15 Procedure, but the case law is clear that the Court
16 consider the existence or nonexistence of evidence and not
17 its weight.

18 Okay. And so I am respectfully denying that motion,
19 and, Mr. Talley, I meant to make this clearer yesterday.
20 But you brought an action in negligence as well and I know
21 that typically that is done out of an abundance of
22 caution.

23 But you're pursuing the breach of contract?

24 MR. TALLEY: That is correct.

25 THE COURT: Okay.

1 MR. TALLEY: And, and --.

2 THE COURT: Just wanted to make sure that we're all
3 clear---

4 MR. TALLEY: Yes, ma'am.

5 THE COURT: ---on that.

6 Okay. So, does the plaintiff intend to put up any
7 reply?

8 MR. TALLEY: No, ma'am.

9 THE COURT: Okay. So, do y'all want to now have your
10 charge conference and verdict form conference?

11 Now would be the time and we'll just tell the jury
12 they're gonna be about for -- another 15 or 20 minutes and
13 I am going to have Madam Clerk go in and let them pick
14 which hybrid fast food they want.

15 Okay. Okay.

16 THE CLERK: You want the order---

17 THE COURT: Or you can order it.

18 Okay. Yeah. But you might want to ask if anybody
19 has any allergies or anything.

20 Okay. All right. And so we'll take care of that.
21 We can come to the conference room back here. It would be
22 without the clients though.

23 Okay?

24 MR. STILL: Thank you, Your Honor.

25 THE COURT: So we will be at ease but we'll be in

1 the -- we'll be in the back but the courtroom is going to
2 be at ease, Madam Court Reporter.

3 Thank you.

4 (WHEREUPON, a short recess was taken at this time.)

5 THE COURT: All right. Counsel, we -- is my mic on?

6 THE LAW CLERK: Yes.

7 THE COURT: Okay. Thank you.

8 Counsel, we have now had a conference regarding the
9 verdict form.

10 Are there any objections to the verdict form by the
11 plaintiffs or defendant?

12 MR. TALLEY: None from the plaintiff.

13 MR. STILL: None from the defense.

14 THE COURT: Okay. And then with regard to the
15 proposed charge, counsel has reviewed it with me and
16 specifically we had a long discussion about the applicable
17 law.

18 Is there anything else?

19 MR. TALLEY: None from plaintiff.

20 MR. STILL: None from defense, Your Honor.

21 THE COURT: Okay. All right. Thank you.

22 And so is there anything else before we have the jury
23 come in and you-all will have your closings and then I
24 will charge on the law?

25 MR. TALLEY: Plaintiff's ready.

1 MR. STILL: Defense is ready, Your Honor.

2 THE COURT: Okay. Y'all got the exhibits and the
3 podium where you want it?

4 MR. STILL: Yes, Your Honor.

5 THE COURT: Okay. And, Mr. Still, are you -- you're
6 gonna use the electronic equipment in your closing?

7 MR. STILL: Yes, Your Honor.

8 For the first part I'm gonna use the iPad and then,
9 after that, I will use the ELMO.

10 THE COURT: Okay. And you tested all of that and you
11 think that it's working?

12 I just want to make sure that we don't have a hiccup
13 when you start. I don't want you being flustered.

14 Is it coming on?

15 Okay. Yeah, it works.

16 THE COURT: Okay. All right. Thank you all.

17 And so let -- I know some new folks came into the
18 courtroom. I'm not picking on you. I just don't want you
19 to be embarrassed.

20 Once we start closing and charge, you can not leave
21 the courtroom.

22 Okay. And so if y'all want to leave, leave now.

23 Okay. All right. I don't know how long this will
24 take. But hopefully it won't take more than two hours.

25 Okay. All right. So -- and we rise when the jury

1 comes in.

2 All right. Thank you. We will now have the jury.

3 (WHEREUPON, the following takes place within the
4 presence of the jury panel.)

5 THE COURT: Okay. Thank you all. Please be seated.

6 Okay. Ladies and gentlemen, we are back on the
7 record with regard to Latefi verse Drayton Mills Living,
8 LLC. Civil Action Number 24-181.

9 Thank you all for your patience. I did have to meet
10 with the lawyers a little bit longer than I anticipated
11 regarding some of the issues that I had to take up with
12 them and we did not want to break once we start this next
13 phase of the trial.

14 Okay. We are now getting ready to have closing
15 arguments of counsel and then I am going to charge you on
16 the applicable law and then you all will retire to the
17 jury room. You will receive all of the exhibits that have
18 been marked and placed into evidence and Madam Foreperson
19 will receive the verdict form, which I will go over with
20 you at the conclusion.

21 If our alternate is not needed at that time, the
22 alternate will come out of the jury room and will remain
23 with us but in a separate room, okay, in case you are
24 needed.

25 All right. Okay. And so -- and normally we don't

1 break up the -- this next part, okay, unless there's an
2 emergency.

3 All right. Ladies and gentlemen, the parties have
4 now presented their evidence in this case. It is now time
5 for the attorneys to make what is called their closing
6 arguments. The arguments of the attorneys are not
7 evidence in this case. Their statements and arguments are
8 meant to help you understand the evidence and apply the
9 law to the evidence.

10 You should disregard any remark, statement, or
11 argument which is not supported by the evidence that has
12 been presented during the trial or the law that I will
13 explain to you after they make their arguments.

14 And so, if you will, please first direct your
15 attention to counsel for the plaintiffs, Mr. Talley.

16 MR. TALLEY: Please the Court, Your Honor.

17 THE COURT: Yes, sir.

18 MR. TALLEY: Good morning, ladies and gentlemen.
19 Happy Wednesday. We appreciate so much you being here all
20 three days for this trial.

21 I know you've been paying attention. I know, at
22 times, it seems a bit tedious or repetitive. But as was
23 stated at the beginning of this trial, this is an
24 important case to both parties and now we're gonna give it
25 to you so that you can begin deliberations shortly and

1 make a decision.

2 But, again, I want you to know, we, my clients and I,
3 appreciate very much your time, your attention, and your
4 service by being here this week. We thank you very much
5 for that.

6 There's a couple things I want you to consider when
7 you get back in the jury room and you have the evidence.

8 You've obviously heard the testimony from the
9 parties. You've, you've got several documents, including
10 photographs, that you've seen referred to maybe on the
11 screen or, or held up, however we had to do it. But
12 you'll get to see those.

13 And so I just want to give you a few things that we,
14 the plaintiffs, think you should think about once you hear
15 the law from Judge Knie and you've rendered your decision.

16 Okay. The first is why.

17 Okay. Why are we here?

18 Well, we're here because my clients had an exposure
19 that they thought created health and safety concerns that
20 caused them to seek medical treatment. You heard that
21 from Doctor Latefi. You heard that from Mrs. Latefi. You
22 also heard about the shots from three of the four
23 children.

24 The only reason you didn't hear from the fourth child
25 is frankly, by law, she's too young to testify.

1 Okay. The other three are of age and so they are
2 able to testify and give their testimony and you've heard
3 parts of that.

4 why is that important?

5 well, four of them.

6 Okay. There were six living there totally. One's
7 too young to testify. One was asleep August 13th, the
8 night in question. She said she went to bed at 7:30.

9 But the other four, at some point in their occupancy
10 of this Unit 305 at Drayton Mills, testified under oath
11 that they saw a bat. The son, Kamran, is the one that saw
12 it in the master bedroom on the night of August 13th.
13 Doctor Latefi said he saw it that night too cause he was
14 trying to throw stuff at it or, or, or trap it or
15 whatever.

16 Mrs. Latefi testify (sic) that, when Palmetto
17 wildlife came out at the request of the defendant, she
18 observed some 20 to 30 bats fly out the wall and the
19 other, Arman, when you heard his testimony read to you
20 today, said he saw bats outside the window too.

21 Now let's be real. We're not here because there were
22 bugs in the unit.

23 Is that a problem?

24 Is that a concern?

25 Absolutely.

1 If you recall the testimony, for the first 10 days my
2 clients were in this apartment, they heard noises. They
3 heard screeching and they're finding these bugs and
4 they're seeing things that they don't know what they are
5 and they thought that's what it was, and then, all of a
6 sudden, on August the 13th when they see this bat, the
7 light goes on, no pun intended, and they understand what
8 these noises are and Doctor Latefi was able to record one
9 and play it for you.

10 So, that's why we're here.

11 Okay. A couple otherwise.

12 The testimony was, you can review the evidence, that
13 the, the shots themselves, four shots each, six people,
14 \$508.98. If my math's right, that's \$12,215.52.

15 why would my client subject themselves and their
16 children to four shots?

17 Some testified it was painful. Some testified they
18 had no symptoms.

19 why would they do that as some facade to terminate
20 their lease?

21 That's what the defendants would have you believe.
22 This whole bug incident, this whole bat exposure thing,
23 this is just a facade. They wanted to move out. I would
24 submit to you that's not true.

25 In my opening statement I said, at the end of this

1 case, I'm gonna ask you to use your common sense cause
2 that's what you all bring into this. Regardless of what
3 part of the county you live or what your work experience
4 may be, you bring common sense.

5 why would my clients and their children go through
6 medical treatment that cost more than the rent they would
7 of had to pay to stay?

8 It just doesn't make sense.

9 You can look at the documents. You can do the math.

10 why would they pay out-of-pocket \$12,000 for shots
11 over the course of a month and make that up as a reason to
12 buy a house?

13 You heard from their realtor. You'll see the text
14 messages. These dates matter. I know it seems, at times,
15 like we keep saying the same thing over and over and over
16 again. But these dates matter and the realtor's testimony
17 was that, on August the 13th, there was no house under
18 contract, that it was only after this bat exposure, and my
19 client's concern for their health and safety and that of
20 their children, that they accelerated that process and
21 moved to close on a house.

22 The last I'll leave with you is this.

23 why, if my clients did something wrong, did the
24 defendant give them money back after they left?

25 I mean the defendant has a claim against my clients

1 asking that you award it monies saying they terminated the
2 lease early and that they owe a certain amount.

3 If that was the case, why didn't they hang onto my
4 client's money?

5 why did they give it back to them?

6 The evidence shows, and you'll see this, you've seen
7 it already, but the day after the exposure on
8 August 13th, Mrs. Latefi sent a notice through the
9 portal in writing that says we want to explore ways to get
10 out of this lease and that's what they did and they even
11 paid longer than they stayed. The testimony is they left
12 in mid-September. But they paid the whole months rent for
13 September. There was not a time period that my clients
14 occupied this apartment that they did not pay for.

15 So, once you consider all that, ladies and gentlemen,
16 my client's request is that you look at all the evidence,
17 that you consider the testimony that's been given, that
18 you consider their concerns for the health and safety, not
19 only of the two of them but for their four children, and
20 that you award them their costs for those medical expenses
21 in the amount of \$12,215.52.

22 Thank you.

23 THE COURT: If you will, please now direct your
24 attention to counsel now for the defendant, Mr. Still.

25 MR. STILL: Yes, ma'am, please the Court.

1 THE COURT: Yes, sir.

2 MR. STILL: Good morning, ladies and gentlemen. I
3 got some good news. I got some bad news.

4 The good news is, in a few minutes, I'm gonna shut up
5 and sit down. You guys don't ever have to listen to this
6 voice again. That's the good news.

7 The bad news is, is, once I sit down, the judge is
8 gonna charge you with the law and the hard part for you
9 guys, other than listening to my voice, is about to start
10 cause, at that point, we're gonna ask you to consider the
11 evidence and render a verdict in the defense's favor.

12 Some of you may say well, you know, I don't want to
13 rule in front for a corporation over an individual. But
14 let me tell -- in a minute I'm gon' tell you why that has
15 to be the case in this situation.

16 So, again, before I get any further, I want to,
17 again, thank you for being here. Thank you for your
18 presence. I think I may of said this was gonna be a short
19 trial and, guess what?

20 That's two for two that I've been burned by it taking
21 a third or fourth day. But I appreciate you guys being
22 patient with us, listening intently, and, again, this case
23 does matter. This is a case where my client was accused
24 of having an infestation in their upscale living
25 apartments. They were told that they had bat

1 infestations.

2 Ladies and gentlemen, I can tell you right now that
3 that is a place that is not going to have infestations and
4 I can also tell you that that is an individual who would
5 have heads rolling if there was an infestation that wasn't
6 taken care of. You saw how much she is involved and what
7 she knows.

8 You know that she cares deeply about the reputation.
9 This is someone who went through countless of hours of
10 regulation, both federal, state, historical society, to
11 rebuild a historical building for current day use.

12 This is an investment in the county. This is
13 something she takes pride in. It's on the National
14 Registry. I can tell you that she takes great pride in
15 this.

16 Now, earlier I told you that I was going to have my
17 brand new associate on this, I thought second day of
18 trial, read in but it happened his third day. But I also
19 did not tell you that this was Maddy's first trial. I
20 think she did great and I, I appreciate you guys listening
21 intent -- intently to her. I'm definitely lucky to have
22 her.

23 But now let's go back and talk about -- start talking
24 about the evidence and get to the point.

25 Okay. At the beginning of the trial I told you there

1 would be evidence that you hear that you would need to
2 consider. I also told you to be listening very carefully
3 cause there's evidence that you probably should of heard
4 that you didn't.

5 So, let's start talking about what you didn't hear.

6 In this situation -- or didn't see -- you did not
7 see, despite numerous allegations in writing, you did not
8 see evidence of a bug infestation. What you saw was three
9 photographs, one of a roach, one of some beetle type bug,
10 and a spider.

11 Now, they say well, we're not gonna take pictures of
12 every bug and everything. But I'll be durned if you're
13 saying that your health and safety is at issue, and you
14 are going to ask for them to cancel a contract, makes
15 sense that you would take pictures especially if you're
16 gonna take pictures of three bugs. You know that
17 you're -- you should document it if you're doing that.
18 But they did not do it. It's cause there was no
19 infestation here.

20 Now, the other thing that you didn't hear is you did
21 not hear or see evidence of a bat. Six individuals in a
22 home. All had camera phones. All had them -- five of
23 them were awake. None of them got a video.

24 Now, Doctor Latefi testified initially he was
25 panicked. He wouldn't of thought to take a photograph.

1 He then testified that he tried but it wasn't of good
2 quality. So he just didn't take it.

3 Again, unfortunately, my sometimes tendency to get
4 off subject, you saw that things you see you take pictures
5 of these days. I took a picture of a turtle in the pool
6 just because I thought my daughter would want to see it.

7 If you are scared for your health, you would have
8 someone in that family that if -- wasn't actually battling
9 the bat take pictures, make documentation of what was
10 really going on. But they did not do that.

11 So, now let's talk about what you did hear and what
12 is undisputed in this. No one disputes the following, and
13 when I finish this, I will tell you that is why we're
14 entitled to a verdict in our favor.

15 What are those things?

16 One. There's a valid contract, a valid lease. That
17 was for a six month term that started August 3rd, 2023,
18 and ended February 2nd of 2024. That is undisputed.

19 That lease, that lease has specific instructions on
20 what my client had to do and what they had to do before
21 they could cancel the lease.

22 They admitted that this is an enforceable agreement.
23 They admitted that it was applicable and valid under South
24 Carolina law.

25 Now, ladies and gentlemen, you will see here -- up

1 here it talks about what we will do. But, more
2 importantly, the big thing here is you would say -- it
3 says here, if we haven't digitally tried to repair, after
4 14 days, at that point you can cancel the deposition or
5 the, sorry, cancel the lease agreement.

6 But that's not what happened here because the second
7 thing that is undisputed in this situation is that every
8 time they called our office, went down and complained
9 about a condition, made an emergent call at night, we
10 responded almost immediately. Definitely well within 14
11 days that is allowed by South Carolina law.

12 When they -- we got the complaint about the bugs, we
13 sent a tech out each time. The time we didn't send out a
14 tech or we may have sent one out there, but we did have
15 Gregory Pest Control, within five days, come out and do a
16 special treatment on that unit that had already been
17 treated four different times.

18 So, again, we have a valid lease. It's subject to
19 South Carolina law. That lease and the law says what we
20 have to do is respond and attempt repairs in a reasonable
21 matter within 14 days. We did that every single time.

22 In this situation, we also have -- I think everyone
23 agreed that was asked that this was an upscale, nice
24 place. They all said, when they moved in, they liked it.
25 There was no other concerns.

1 So, again, it's a nice place. They had heat, water,
2 air conditioning, roof over their head, all things that
3 are considered to be necessary by a landlord. When they
4 had an issue, if you believe that issue, they addressed it
5 immediately, immediately.

6 Now, there was a, a comment in plaintiff's closing of
7 why.

8 why would they do this?

9 well, I'd say why lie?

10 why did they lie about the timing of their house?

11 If you recall, I stood right here, right here and
12 asked Doctor Latefi, at least four times, about when they
13 became interested in a specific home, when they decided to
14 put an offer on the home. I reminded him of his oath to
15 tell the truth. I reminded him that you guys, 13
16 individuals, were here and you deserved the truth, not to
17 have your time wasted.

18 I asked Mrs. Latefi several times did they have an
19 interest in the property that they ended up buying for 1.2
20 million-dollars before the complaints. Both of them, both
21 of them said no.

22 So, again, let's talk a little bit about that
23 timeline because the timeline is important.

24 Defendant's Exhibit 1 shows, and this is -- came in
25 with Ms. Brooks. You see at this point, this is August

1 9th, the plaintiff reaches out and says hey, we're here.
2 we're interested to look at houses. Let us know if you're
3 available tomorrow. You can see under that, Ms. Brooks
4 says yeah, I'll be ready tomorrow. I'll have some houses
5 in mind.

6 They go see houses. You will see, on Defendant's
7 Exhibit 2, you will see that, on August 10th, one of
8 three houses that they went to see was the Turnberry
9 residence, the one that they ended up buying. Again, that
10 is the one that they decided to go see that first day.

11 Now, when you look at it, and the next page I
12 believe -- no. I'm sorry.

13 Page 3 of Defendant's Exhibit 2, you'll see there's
14 talk, on Friday, August the 11th, basically saying hey,
15 there's other people interested. The listing agent wants
16 to know what you're gonna do. Really wants to know if
17 you're interested. Really wants to know if you would put
18 an offer in writing on the house.

19 You will see, in response to that, Doctor Latefi says
20 he's going to talk to Krissy and the kids and will let you
21 know. At that point, on August 11th, they are deciding
22 whether or not they're gonna offer on Turnberry. That
23 right there shows you both of them lied when they said
24 they had no interest in a home prior to these complaints.

25 So, we go to the next day.

1 Now, again, there was some concern by Ms. Brooks that
2 whether or not they went back to Turnberry on the 11th or
3 12th. I thought it was the 12th. She thought it was
4 the 11th. I will tell you, if you look at this string,
5 and you'll have this documentation with you, and it is
6 disjointed I will tell you because there's three separate
7 strings that they have these conversations on.

8 The Defendant's Exhibit 2, Page 4, you'll see here
9 where it says -- sorry. Flipped my page on myself.

10 It says here that Turnberry, this is on
11 August 12th by my review, is available at 11:30AM.

12 why is that important?

13 Because at 11:30AM they go see the house for the
14 second time that they ultimately are going to buy and
15 guess what has not happened yet?

16 No complaints of infestation. No complaints of any
17 bats. That did not happen until three hours later when
18 they say oh, we didn't sleep last night cause we have
19 roaches in our home and we are concerned.

20 You will see here, Plaintiff's Exhibit 4, this is the
21 first complaint of any type of infestation or any kind of
22 bug mentioned by the plaintiffs. You heard from my client
23 that this came in at two o'clock, three hours after they
24 go look at a house that the day before they had already
25 started talking about whether or not they were going to

1 put a listing on the house.

2 So now we are on August 12th. That is the first
3 complaint.

4 Again, we immediately put out a work order for
5 Gregory Pest Control to come out. They did a special
6 treatment on that on August 17th. They complained. We
7 responded. That's what's required by the law.

8 Now, when we start talking about the bat issue, and
9 you're asked the question why?

10 Again why lie?

11 Doctor Latefi was given multiple opportunities,
12 reminded multiple times about his oath. He said that they
13 had not decided to put an offer on the house. Mrs. Latefi
14 said they had not identified the house. Plaintiff's
15 attorney and plaintiffs would have you believe that it was
16 only after the bat sighting that they decided that they
17 would escalate the decision and move forward with the
18 purchase of the house.

19 However, if you look at Defendant's Exhibit 3, you
20 will see, at 11:10AM, August 13th, they decided to put an
21 offer for 1.2 million-dollars on the home that they
22 ultimately bought. That offer was sent out the next day
23 after the realtor put it together that night. They met
24 and it went out the next day. We went through that with
25 her showing that the offer was made on the 14th. The

1 decision to make that offer though was made at 11:10AM on
2 August the 13th.

3 When was the bat sighting?

4 August 13th around 8:48.

5 Again, we can believe in coincidences if you want to.
6 That's fine because, again, we did what we were suppose to
7 do under South Carolina law. The, the statute is clear.

8 If we get notice in writing, we remedied it. But
9 when you're asked why, why lie, that's the issue I say.
10 That's the why I say.

11 Now, let's go back into the bat issue. We've already
12 talked about the bug issue. So, let me talk about the bat
13 issue.

14 All right. We, unfortunately, did not have the
15 wildlife guy here. He's in Charleston. Can't subpoena
16 someone over 70 miles away. He's out of -- he -- we
17 couldn't subpoena him.

18 Okay. You heard that he charges a lot for emergent
19 situations. So, again, he was not here. You heard
20 extremely different comments that he allegedly made.

21 Supposedly, when he comes out to, to the plaintiff's
22 residence that night or the 15th, they say he said oh,
23 yeah, this is all bat guano. This is probably what
24 happened. Doctor Latefi said that we caught -- that the
25 trap that was put in place caught many bats.

1 That trap was viewable from their room. Mrs. Latefi
2 mentioned and admitted that it was visible. She never saw
3 any bats in that trap and I can tell, if you ever heard a
4 bat fly around, you know, if it's trapped, it's gonna make
5 some noise and you're gonna see it in that trap.

6 Then you have what my client was told. My client was
7 told, by the individual who put the sealant in the soffits
8 to prevent this type of invasion -- so you have the
9 pre-sealant that comes in under the soffits. You have
10 4-foot brick walls, 4-feet thick and they're gonna have
11 you believe that this bat got in through 4-feet of brick
12 wall.

13 Now, again, we were told that there is no sign of any
14 type of bat. There is no bat guano. There is no evidence
15 that the bat could get in. In fact, going back a little
16 bit more in detail, the night they complained about bats,
17 we dispatched Jeremy to the residence. Ten o'clock at
18 night he estimated he got there.

19 When he got there, he had a ladder, climbed up into
20 the area, couldn't see any holes that were large enough
21 for a bat to enter through. He came the next day and put
22 sealant on that to placate the plaintiffs. Basically hey,
23 they can't get in here.

24 But you know what?

25 We're gonna seal it to make sure they feel

1 comfortable.

2 So, ladies and gentlemen, what you have here is, is
3 our view. It's a scenario. You can do one of two things
4 for me.

5 You can believe whatever they say and then all I'm
6 gonna ask you to do is apply South Carolina law that says
7 that we only have liability to them if they give us
8 written notice and we fail to act in a reasonable manner,
9 14 days. That is the law. You will be charged on that.
10 Written notice and 14 days.

11 I told you at the outset of it that was in -- put in
12 place because, prior to the residential Landlord Tenant
13 Act, there was no suit that could be filed against the
14 landlord. When the Legislature decided that you could
15 file suit, they narrowed it. The case law says that, that
16 it has to be in writing and it has to fail to respond and
17 repair within a reasonable time. We acted immediately on
18 all of these situations.

19 So that's one. Make sure you get the timeline in.
20 We were responded timely within the statute and within the
21 contract.

22 Two. The next thing I'm gonna ask you to do is why.
23 Ask yourself why.

24 why would someone lie about the timeline of buying a
25 1.2 million-dollar home if they had nothing to hide?

1 I mean I could not have made it more obvious that he
2 was wrong when I was standing right there and gave him
3 repeated chances to clarify and fix his statement. Gave
4 him many chances and he didn't do it.

5 So, if you have nothing to hide, why lie?

6 The other thing I would point out is, is think about
7 the testimony you heard. The son -- everyone says the son
8 saw it. He says he flicked on the lights. He wasn't in
9 there reading. He wasn't in there taking a nap. Flicked
10 on the lights. Saw something and immediately went into a
11 crevice. Immediately went in a crevice.

12 You heard from the -- that same son that they said
13 they never tried to catch it. They never tried to do
14 anything. He's not aware if they tried to scare it. But
15 he knows they did not interact with it or throw things at
16 it. Same son said that.

17 However, Doctor Latefi would ask, ask you believe him
18 that he had a battle royale with this bat. He threw
19 things at it. Couldn't make it 19-feet high but he threw
20 things at it. He tried to catch it was his testimony.
21 But the son said it flew up in a crevice immediately.
22 That doesn't match.

23 It's their burden to tell -- to prove that a bat was
24 there and they can not do it because, again, even their
25 own stories that they've had two years put together don't

1 match. They're considerably different.

2 Same thing with the bugs. The kids never saw bugs.

3 So let's talk about that's their cause against us.

4 That's why you should render a verdict for the defendant
5 as to their claim.

6 Let's talk about why you should render a verdict for
7 the defendants for our claim. Undisputed, valid
8 enforceable lease with a term up to February 2nd of
9 2023. They moved out mid-September. Turned in the keys
10 October 1st.

11 By definition, that is a breach of the lease. They
12 did not pay any money from October, November, December,
13 January. Never paid any of that amount. That's a breach
14 of the lease.

15 The failure to pay an early termination fee, there
16 was a way they could of done it. They didn't do it. That
17 is a breach.

18 Now, I told you I sometimes get riled up and
19 sometimes misplace things.

20 But also want to point out, if you were scared about
21 your health and safety, why would you stay in the
22 apartment every single night after you saw a bat, after
23 you saw infestation if you were scared for your health and
24 safety?

25 why would you remain in that place?

1 why would you not get a hotel?

2 why would you not immediately remove yourself from
3 it?

4 why would you not follow the one doctor who told you
5 to get two series of treatments?

6 They just pick and choose which ones they want.

7 So, again, that is another question why and I
8 apologize for getting out of order on that.

9 So, in the end, you're gonna get a verdict and the
10 judge is gonna go through the verdict form with you and
11 it's gonna have some questions.

12 It's gonna say, one, did we breach the lease?

13 Yes or no.

14 We're gonna ask you to say no to that. We did what
15 we were supposed to do, what we were required to do. In
16 fact, we went above and beyond what the law requires
17 because this -- well, it's not up anymore but that is a
18 place to be proud of and we want a good reputation.

19 So, again, we're gonna ask, for question number one,
20 to say no, we did not breach the agreement. Then you move
21 onto question number three.

22 There, by definition, ending a lease early without
23 following South Carolina law is, by definition, a breach
24 of a lease. So, we're gonna ask you to say yes, the
25 plaintiffs breached that lease and we're gonna ask you for

1 four months rent plus the early termination fee.

2 Basically that is gonna come down to \$12,195.

3 That is what my client is owed. That is what they
4 should of gotten under the contract. That is what the
5 contract says if they breach it earlier because, as my
6 client said, they have to find someone else. That costs
7 them money to the person who does the recruiting. They
8 have to go through and do a thorough cleaning, touch up,
9 paint, and there's a lot of process in-between. So that's
10 why they're entitled to that.

11 We call that liquidated damages. It's no dispute
12 that they're in there. They're in the contract. They're
13 in the lease agreement, which we'll go back to as
14 Plaintiff's Exhibit 1.

15 So, ladies and gentlemen, thank you for your time.
16 Thank you for your attention. Thank you for your
17 patience.

18 Again, we ask that you find in our favor. We think
19 it's clear and I appreciate your time.

20 Thank you.

21 MR. TALLEY: May it please the Court?

22 THE COURT: Yes, sir.

23 MR. TALLEY: Ladies and gentlemen, briefly, that -- I
24 said yesterday, when Ms. Sherbert was on the stand, that's
25 a beautiful picture of the property that she developed.

1 And, by her testimony, spent over 100 million-dollars on
2 it.

3 But the only photographs you have of the unit my
4 clients occupied are Exhibit 2 that you'll see again when
5 you get back there.

6 Again, the question why.

7 why would Mrs. Latefi spend time each day wiping up
8 what she believed to be bat urine daily under the spot
9 where they saw the bat flying in?

10 And I told you in my opening statement too that the
11 whole bat incident was like that.

12 So, don't get lost in this who took a picture, who
13 didn't. It happened like that.

14 Do I wish we had a picture that I could show you of
15 bats?

16 Yes and no.

17 Yes, it'd be great to have that evidence.

18 No, because that just means my clients were even more
19 exposed. It only takes one of them.

20 So, when you don't see a picture of a bat, you hear
21 testimony about cleaning bat urine, you've got photographs
22 of droppings on their bed. It's about health and safety.
23 That's what this comes down to and ultimately now you will
24 decide who should be responsible for that.

25 Thank you.

1 THE COURT: Okay. Thank you, counsel.

2 Ladies and gentlemen, now I get to give you the
3 charge on the law.

4 Okay. At the conclusion of the charge -- and I think
5 this will take about 20 minutes.

6 Okay. I'm gonna go over the verdict form. I'm gonna
7 read it to you all and then I'll tell our foreperson about
8 her specific responsibilities.

9 So, members of the jury, at this time it is now my
10 duty to instruct you on the law applicable to this case.
11 And, in that regard, is it your duty, as jurors, to accept
12 and apply the law as I now state it to you. Furthermore,
13 it is your exclusive duty to decide all the issues of fact
14 in this case and to determine, and to determine the
15 effect, value, weight, and truth of the evidence that has
16 been presented.

17 The parties have the right to expect that you will
18 carefully consider and evaluate the evidence and apply the
19 law of this case to it so that, in the end, the parties
20 will have received a fair and impartial trial.

21 During the trial, you and I have had separate duties
22 to perform as I told you at the very beginning.

23 As the trial judge, it is my responsibility to
24 preside over the trial and to rule upon the admissibility
25 of the evidence offered during the trial. In that regard,

1 you are to consider only the evidence before you. You are
2 to consider only the testimony which has been presented to
3 you from the witness stand together with any exhibits
4 admitted into the record in this case.

5 Furthermore, I have the additional duty to charge you
6 on the law applicable to this case. It is your duty to
7 accept and apply the law as I now state it to you.

8 Furthermore, if you have any preconceived ideas as to
9 what the law is or what you think that it ought to be, and
10 it does not agree with what I tell you the law is, then
11 you are obligated, under your oath, to abandon those
12 preconceptions and accept the law as I now state it to
13 you.

14 In this trial, you all are the sole and exclusive
15 judges of the facts. Do not infer that I have any opinion
16 about the facts in this case from anything that I have
17 said or done during the course of the trial. The law
18 simply does not permit me to have an opinion about the
19 facts.

20 As jurors, it is your duty alone to determine the
21 effect, value, weight, and truth of the evidence presented
22 do -- during the course of the trial.

23 Now, I'm sure y'all have heard the term burden of
24 proof before. The burden of proof in this type of case --
25 this is a civil case. Not a criminal case. This is a

1 civil case. And the burden of proof is by a preponderance
2 of the evidence. A preponderance of the evidence simply
3 means the greater weight of the evidence.

4 In other words, it is evidence that, as a whole,
5 shows that the fact sought to be proved is more likely
6 true than not true.

7 This can be illustrated by imagining a set of scales.
8 When the case begins, the scales are even. After all of
9 the evidence has been pre -- after all of the evidence has
10 been presented and the scales remain even, or if they tip
11 even slightly in favor of the defendant, then the
12 plaintiff has failed to meet the burden of proof and would
13 not be entitled to recover in this case. If, on the other
14 hand, the scales tip even slightly in favor of the
15 plaintiff, the plaintiff will have met the burden of proof
16 and you should return a verdict for the plaintiff.

17 The preponderance of the evidence is not determined
18 by the number of witnesses. Instead, it is determined by
19 the greater weight of all of the evidence.

20 Now, there are two types of evidence generally
21 presented during a trial. There is direct evidence and
22 there is also circumstantial evidence.

23 Direct evidence is the testimony of a person who
24 claims to have actual knowledge of a fact such as an eye
25 witness. It is evidence which immediately establishes the

1 main fact to be proven.

2 Circumstantial evidence is proof of a chain of facts
3 and circumstances indicating the existence of a fact. It
4 is evidence which immediately establishes collateral facts
5 from which the main fact may be inferred.

6 Circumstantial evidence is based on inference and not
7 on personal knowledge or observation. It is proof that
8 does not actually establish the fact in question but that
9 asserts or describes something else from which you may
10 either reasonably infer the truth of the fact or at least
11 reasonably infer an increase from the probability that the
12 fact is true.

13 For circumstantial evidence to be sufficient to
14 warrant the finding of a fact, the circumstances must lead
15 to that fact with reasonable clear -- with reasonable
16 certainty. The facts and circumstances should be
17 considered in light of ordinary experience and common
18 sense. The existence of a fact can not be based on
19 speculation, surmise, or conjecture.

20 The law makes absolutely no distinction between the
21 weight or value to be given to either direct or
22 circumstantial evidence nor is a greater degree of
23 certainty required of circumstantial evidence than of
24 direct evidence.

25 Now, you-all have heard from several witnesses in the

1 case. Necessarily, you must determine the credibility of
2 the witnesses who have testified in this case.
3 Credibility simply means believability. It becomes your
4 duty, as jurors, to evaluate the evidence and determine
5 which evidence convinces you it is true.

6 In determining the believability of witnesses who
7 have testified in this case, you may believe one witness
8 over several or several witnesses over one witness. You
9 may believe a part of the testimony of a witness and
10 reject the remaining part of the testimony of that same
11 witness. You may believe the testimony of a witness in
12 its entirety or reject the testimony of a witness in its
13 entirety.

14 You may consider whether the witness has an interest
15 in the result of the trial, whether the witness is
16 prejudiced toward either the plaintiffs or the defendant,
17 the opportunity for the witness to have seen the matters
18 and things about which the witness may testify, and the
19 way the witness acted on the witness stand.

20 And in addition to seeing the actual witnesses in the
21 case, you also heard testimony read to you that was
22 deposition testimony. In this case, certain testimony has
23 been presented into evidence by deposition.

24 As I explained earlier, a deposition is testimony
25 taken under oath before trial and preserved in writing or

1 by a mechanical device such as a, a video recording. You
2 are to consider that testimony as if the witness had given
3 that testimony here in court.

4 Furthermore, I think you all understand the
5 defendant, in this case, is actually a corporation,
6 Drayton Mills Living, LLC. And so our courts in South
7 Carolina make no distinction between corporations and
8 individuals.

9 A corporation is a person in the eyes of the law. A
10 corporation is entitled to the same fair and impartial
11 consideration and to justice by the same legal standards
12 as an individual.

13 Now, you all have heard testimony regarding a lease
14 agreement, which is a contract.

15 Okay. Y'all have heard it. Y'all have seen it. I
16 think it was Plaintiff's Exhibit No. 1.

17 A contract is an agreement entered into by two or
18 more parties in which each party agrees to perform or not
19 to perform certain acts. It may be shown by words,
20 written or oral, or by conduct. However, a contract is
21 more than the mere exchange of promises.

22 For the agreement to be considered a contract, the
23 parties must have intended to enter into a contract and
24 must have reached a, reached a mutual understanding of the
25 terms of that contract. This is sometimes called a

1 meeting of the minds. The parties must intend to be
2 mutually bound by the agreement.

3 Now, in this case, both parties are claiming a breach
4 of contract.

5 Okay. The party claiming a breach of contract must
6 show, by a preponderance or greater weight of the
7 evidence, that the other party unjustifiably breached the
8 contract. The word breach means the failure without legal
9 excuse to perform any promise that forms the whole or a
10 part of the contract. This includes the refusal of a
11 party to recognize the existence of the contract or, or
12 the doing of something inconsistent with the existence of
13 the contract.

14 A party breaches a contract when that party does not
15 perform as agreed under the contract by failing to carry
16 out a term, promise, or condition of the contract.

17 In interpreting contracts, you must determine the
18 intention of the parties and put those intentions into
19 effect. In doing this, you must consider only the outward
20 expressions of the parties. You can not consider any
21 undisclosed or secret intentions of the parties.

22 Contracts should be liberally construed to carry out
23 the intentions of the parties. It is the substance of the
24 agreement, not the form, which must control the
25 construction of the contract.

1 when you are interpreting a contract, you are not
2 limited to the literal meaning of any term of the contract
3 if you decide that the literal meaning would defeat the
4 party's true intentions. The contract is to be considered
5 by looking at its subject matter, nature, and purpose.

6 Every contract is subject to all of the state laws
7 which can be applied to the contract. The law becomes a
8 part of the contract whether the contract states so or
9 not. This is because everyone is presumed to know the
10 law. In every contract there exists an unspoken but
11 legally enforceable promise of good faith and fair
12 dealing.

13 Now, in this case, the applicable law is the South
14 Carolina Residential Landlord and Tenant Act. In this
15 action, the plaintiff's claim that they have suffered
16 injuries to their person for which the defendant is
17 responsible in damages.

18 In order to recover damages under the South Carolina
19 Residential Landlord and Tenant Act concerning the health
20 and safety of a property, the plaintiffs must prove the
21 landlord breached their duty to comply with the
22 requirements of applicable building and housing codes
23 materially affecting health and safety after written
24 notice by the tenant or the landlord breached their duty
25 to make all repairs and do whatever was reasonably

1 necessary to put and keep the premises in a fit and
2 habitable condition after written notice and the, the
3 landlord then failed to act within a reasonable time after
4 receipt of the written notice from the tenant and the
5 plaintiffs suffered actual damages.

6 Breach of duty is an essential element of a cause of
7 action for violating the health and safety provisions of
8 the act. A breach of duty exists when it is foreseeable
9 that conduct may likely injure a person to whom a duty is
10 owed.

11 However, plaintiff's rights as a tenant do not arise
12 until he has given notice to the landlord and the landlord
13 fails to act within a reasonable time after receipt of
14 written notice and the plaintiff must show the defendant's
15 breach was the actual cause of the plaintiff's injury.

16 In this case, not only has the plaintiff -- have the
17 plaintiffs brought claims against the defendant, the
18 defendant has brought what is called a counterclaim or a
19 claim against the plaintiffs. This means that, that the
20 defendant not only denied that the defendant breached the
21 contract, but also says that the plaintiffs breached the
22 contract and that the defendant should be compensated by
23 the plaintiffs.

24 The defendant has the burden of proving the
25 counterclaim by the preponderance or greater weight of the

1 evidence. You, the jury, are tasked with the -- with
2 determining two types of claims. You must decide that the
3 defendant has not met the burden of proving the
4 defendant -- I mean that the plaintiffs breached the
5 contract, you should return a verdict for the plaintiffs.
6 If you decide that the plaintiffs have failed to meet the
7 burden of proving the defendant breached the contract, you
8 should return a verdict for the defendant.

9 The plaintiff and defendant must prove, by a
10 preponderance or greater weight of the evidence, that they
11 have suffered damages which were proximately caused by the
12 others breach of the contract. The plaintiff and
13 defendant must prove damages by the preponderance or
14 greater weight of the evidence.

15 This does not mean that the plaintiff and defendant
16 must prove damages to a mathematical certainty or produce
17 evidence of the exact amount of damages suffered.
18 However, the amount of damages can not be left to
19 guesswork or speculation. Instead, the evidence presented
20 by the plaintiffs and defendant must be enough to allow
21 you to determine the amount of damages with reasonable
22 certainty and accuracy.

23 Damages for breach of contract are those that may
24 fairly and reasonably be considered to arise naturally
25 from the breach of contract itself or those that may be

1 reasonably supposed to have been in the minds of the
2 parties at the time the contract was made. The plaintiffs
3 and defendant may not recover damages for breach of
4 contract unless the plaintiffs and defendant show that
5 they have performed their part of the contract or at least
6 were able, ready, and willing at the appropriate time.

7 Actual damages are damages to compensate the party
8 and put it as closely as possible in the same position it
9 was in before the breach of contract. Actual damages are
10 the actual losses and expenses which the party has
11 suffered because the other breached the contract.

12 Now, ladies and gentlemen, I am drawing near the end
13 of my charge and I want you to clearly understand that you
14 are not partisans or advocates for either party in this
15 litigation. You do not serve as jurors to reward your
16 friends or punish your enemies. You have been selected by
17 the parties to be fair and impartial jurors. It is your
18 duty, by joint deliberations, to determine the facts and
19 apply the law which has been given to you in order to
20 arrive at a verdict.

21 Now, with regard to our foreperson, Madam Foreperson,
22 it is your duty to preside in the jury room and be the
23 jury spokesperson to the court.

24 Okay. If there's a question from anyone, the juror
25 who has the question will write the question on a piece of

1 paper that will be provided in the jury room and give it
2 to Madam Foreperson. The foreperson will then knock on
3 the jury room door and hand the question to the bailiff.
4 The bailiff will bring it to me. I'm not leaving. I'm
5 here on this hall.

6 Okay. So -- but the lawyers and I can discuss the
7 question and then we will decide how to answer the
8 question. We will do that here in the courtroom on the
9 record and then all of you will be brought back in with
10 regard to any question and then your answer will be
11 provided to you all, okay, if there is a question.

12 Now, the foreperson will also complete the verdict
13 form and sign it and date it on the line underneath the
14 verdict. The foreperson will knock on the jury room door
15 and inform the bailiff that you-all have reached a
16 unanimous verdict.

17 Okay. Now, with regard to the verdict form, this is
18 it. It's two pages. State of South Carolina, County of
19 Spartanburg, the Court of Common Pleas for the Seventh
20 Judicial Circuit, Civil Action Number 21 -- I mean 24-181,
21 Ali Latefi and Kristen A. Latefi, plaintiffs, verse --
22 versus Drayton Mills Living, LLC, defendant, verdict form.

23 Number one. Do you find that plaintiffs have proven
24 by the preponderance of the evidence, that defendant
25 breached the lease agreement with the plaintiffs?

1 Circle one, yes or no.

2 If you answered no, move to question number three.

3 If your answer is yes, go to question number two.

4 Question number two. Please state the total amount
5 of damages that you find proven to have been sustained by
6 the plaintiffs and there's a line with a dollar sign.

7 Okay. If you answered yes to one but no to two,
8 please move to question three or if you answered yes to
9 both, move to question three.

10 Question number three. Do you find that defendant
11 has proven, by the preponderance of the evidence, that
12 plaintiffs breached the term of the lease agreement with
13 defendant.

14 Again, yes or no, and then question number four.

15 If you answered yes to question number three, go to
16 question four. If you answered no to question three, stop
17 and deliberate no further. But if you move to question
18 four, it says please state the total amount of damages
19 that you find proven to have been sustained by the
20 defendant which were proximately caused by plaintiffs and
21 then the foreperson will sign and date and then knock on
22 the door.

23 Okay. All of you must agree on the verdict and the,
24 the weight of all 12 of the jurors is the same.

25 Okay. Even though we have a foreperson, that

1 person's voice has no more weight than anyone else. But
2 we do have one person to complete the verdict form rather
3 than having 12 verdict forms to be completed individually.

4 Okay. So, I am now going to ask you all not to begin
5 your deliberations when you go into the jury room. Not
6 yet.

7 Okay. But everyone go in including our alternate and
8 let me ask the lawyers some questions, and then, if
9 everything's okay, the bailiffs will bring the exhibits
10 into you. Our alternate will come out and you all will
11 begin and you will also have your verdict form.

12 Okay. All right. And so if everyone will please
13 rise.

14 If you'll follow your foreperson out.

15 (WHEREUPON, the following takes place outside the
16 presence of the jury.)

17 THE COURT: Any objections to the charge by
18 plaintiff, plaintiffs?

19 MR. TALLEY: No.

20 THE COURT: I'm sorry?

21 MR. TALLEY: No, Your Honor.

22 THE COURT: Okay. Any objections by defendant?

23 MR. STILL: No, Your Honor.

24 THE COURT: Okay. Y'all look at the exhibits. Make
25 sure they're all here.

1 It was one through thirteen and one through six,
2 right?

3 THE COURT REPORTER: Yes, ma'am.

4 THE COURT: It was one through thirteen for the
5 plaintiff.

6 Y'all can be seated.

7 Is that --?

8 MR. STILL: Yes. Yes.

9 THE COURT: Okay.

10 MR. STILL: I believe so.

11 THE COURT: Verdict form.

12 MR. TALLEY: Your Honor, I did have one question on
13 the verdict form.

14 THE COURT: Okay.

15 MR. TALLEY: I didn't catch this until you were
16 reading it. But it's just, for clarification sake---

17 THE COURT: Wait a minute. Let, let Trey get his
18 copy of it.

19 Okay?

20 MR. STILL: I'm sorry.

21 THE COURT: You're at Page 1 or Page 2?

22 MR. TALLEY: I'm on Page 1, the last paragraph.

23 THE COURT: Okay.

24 MR. TALLEY: The second sentence. It says or if you
25 answered yes to both questions one and two, then go to

1 question three. I think that should say if you answered
2 yes to one and two stop.

3 MR. STILL: Your Honor, the -- it could be simplified
4 now just by saying at their -- at that one it says please
5 move to question three on next page. I think that would
6 simplify that paragraph. So --.

7 MR. TALLEY: I guess my point is if you found for the
8 plaintiffs---

9 THE COURT: They go forward on the counterclaim
10 either way, don't they?

11 Yeah.

12 MR. TALLEY: I guess they could.

13 THE COURT: Right?

14 MR. STILL: Yes, Your Honor.

15 THE COURT: Okay. Do y'all want me to make the
16 change and just say go to question three?

17 MR. STILL: I'm fine with whatever the Court decides,
18 Your Honor.

19 THE COURT: Or do you want me to leave it alone?

20 I can't -- I don't have my phone in here. So I can't
21 get back in my computer without---

22 MR. TALLEY: Well, I'm, I'm fine if you leave it as
23 is, Your Honor.

24 THE COURT: Okay. All right. Thank you. Then
25 that's what we'll do.

1 All right. Anything else?

2 Have y'all looked at the exhibits?

3 MR. STILL: I have not. I'm sorry. I need to get
4 back.

5 THE COURT: Okay. Thank you.

6 And the alternate is number -- what is his number?

7 (Pause.)

8 MR. STILL: Your Honor, they're all there.

9 THE COURT: Okay. I know we have your cellphone
10 numbers. So, I'm not telling y'all y'all have to stay in
11 this room. Of course not. But don't go order a six
12 course meal.

13 Okay?

14 MR. STILL: Thank you, judge.

15 THE COURT: Thank you.

16 We will -- so they will be instructed to begin
17 deliberations. The alternate comes out. Their lunch is
18 here. We'll let them decide how they want to do that.

19 Thank you.

20 MR. STILL: Okay.

21 THE COURT: Okay.

22 (WHEREUPON, the jury began deliberations at 12:24PM
23 and returned with a question at 2:20PM.)

24 THE COURT: Y'all be seated.

25 Okay. Let me get something to write with.

1 Okay. And so, according to my notes, the jury went
2 out at 12:18 and that would of been when I quit talking to
3 them. But I'm assuming they got the evidence and/or the
4 exhibits and the verdict form and a pen and the alternate
5 got out maybe five or six minutes after that, seven
6 minutes after that.

7 Okay. At 12:48, my assistant had received a knock on
8 my chambers door that a bailiff, and I think it was
9 Mr. Bogan, said that the foreperson had stepped out of the
10 jury room, and I don't want to misstate, but did she step
11 out?

12 THE BAILIFF: She stepped just in -- inside the door,
13 opened the door, and looked out.

14 THE COURT: Okay. And said that they were unable to
15 make a unanimous decision.

16 Okay. And so I then grabbed my book on *Allen* charges
17 and reviewed the *Rampey* decision, and, in doing that, had
18 my staff call you all.

19 Okay. Then, as my assistant was walking in here from
20 the back hall, another bailiff, who is not in this room --

21 THE BAILIFF: She, she was---

22 THE COURT: -- stated that she had been handed a note
23 by the foreperson.

24 Okay. So, I'm going to now read y'all the note and
25 then we can discuss how y'all want me to handle it, okay,

1 and I'm happy for counsel to look at the note. I have
2 taped it to a sheet of paper, full sheet of paper because
3 it will be made a Court's Exhibit, of course.

4 Number one. why did the rental office company
5 give -- there are four questions. So I'll go through them
6 all.

7 Okay. why did the rental office company give the
8 deposit back?

9 Number two. When did the defendant inform the
10 plaintiff there was -- they were in breach of contract?

11 Are they -- that they -- I think it means that when
12 did the defendant inform the plaintiffs that they
13 breached -- that they were in breach of contract.

14 Okay. Number three. How did Drayton Mills respond
15 to the work order 71 -- 7177-1, Defendant's Exhibit No. 6,
16 where she wanted to explore options in ending the lease?

17 Number four. Did the plaintiff give a written notice
18 of terminating the lease after the work order above?

19 So, I'm happy for y'all to look at this.

20 Okay.

21 (WHEREUPON, a bench conference was held at this
22 time.)

23 THE COURT: And, y'all, I misspoke. They, they came
24 and notified us at 1:48, not 12:48. So, the jury went out
25 at 12:18 and then someone knocked on the door at 1:48 and

1 I was trying to figure out how long they'd been out
2 basically.

3 So, it was about an hour and a half I guess, right?

4 MR. STILL: Yes, we wrote 12:24 after we stopped
5 doing what we were doing in here, Your Honor.

6 THE COURT: Okay. Sorry. I said 12:48 but I meant
7 1:48. We didn't let y'all just sit out here for an hour
8 before telling you.

9 Okay. So, we'll bring them all out and I will first
10 take up the issue of if they are un -- have been unable to
11 reach a unanimous decision with the understanding that
12 they have these questions and I was going to give them the
13 *Allen* charge anyway to tell them to go back and see if
14 they can reach a decision.

15 Do y'all agree that I can just tell them they have
16 all of the evidence and that we, we can't give them
17 additional information?

18 I can't answer these questions. The lawyers can -- I
19 mean if y'all agree to stand up and, one through four,
20 answer the questions, that's fine.

21 But normally that would be extremely unusual -- that
22 they have all of the evidence in this case to make a
23 decision and that I would encourage them now to go back,
24 since they've said that they first were unable to make a
25 decision, but then they have it further explained it with

1 the questions or do y'all want me to give the full *Allen*
2 charge?

3 MR. STILL: Your Honor, I think the defense position
4 would be exactly like the Court said. Just say hey,
5 they've got all the evidence that they can consider and
6 then the *Allen* charge, a short version is fine with us.

7 THE COURT: There's no real short version, Mr. Still.

8 MR. STILL: I thought, thought you implied there was.
9 I was like that's news.

10 THE COURT: Well, I mean I wish, in the *Rampey*
11 decision, the Court had just said this is what you're
12 suppose to say --

13 MR. STILL: Uh-huh. (Affirmative).

14 THE COURT: -- but they didn't, you know. They said
15 what we're not suppose to do.

16 We're not suppose to know the count of the, the
17 division and we are not suppose to stress that y'all would
18 have to come back and retry this case and it would be
19 expensive for you but -- or for the parties. But they do
20 need to understand that that is a possibility.

21 Okay. So, do y'all want me just to tell them they
22 have all of the evidence before them or do you want me to
23 do both?

24 Mr. Talley.

25 MR. TALLEY: Your Honor, I, I agree with what you

1 said and what Mr. Still said in regards to where we are
2 with the charge. I mean obviously you must -- they might
3 like the answer to some of these questions. At this point
4 we can't. And so they just have to answer them
5 themselves.

6 THE COURT: I know. And to people that aren't
7 lawyers and aren't in the courtroom routinely, it seems
8 kind of crazy that we can't just say well, this exhibit
9 said this and this witness said this and this said this.
10 But as my old boss, Kermit King, said, this is like being
11 at the fair when you're trying to use one of those devices
12 to pick up a stuffed animal after you put your coin in.
13 The law is not always common sense but --.

14 Okay. So, what I'll do, I will go over this with
15 them. Make sure that this -- these are the questions they
16 wanted and also make sure that they have said that they
17 could not reach the decision and then I will attempt to
18 give them an *Allen* charge that will comply with the law.

19 Okay?

20 MR. STILL: Thank you, judge.

21 THE COURT: Thank you all.

22 Oh, Mr. Bogan, we do not bring in the alternate.

23 THE BAILIFF: Yes, ma'am.

24 THE COURT: Okay. Just leave the alternate where the
25 alternate is please.

1 (WHEREUPON, the following takes place within the
2 presence of the jury panel.)

3 THE COURT: Thank you all. Please be seated.

4 Okay. Madam Forelady, and members of the jury, I
5 have a couple of things that I want to clarify with you
6 all.

7 okay?

8 And I'm going to, to ask that, that our foreperson
9 answer me and -- but I, I want you to be very careful. I
10 want you to respond only specifically to what I ask.

11 We got a deal on that?

12 THE FORELADY: (WHEREUPON, the forelady nods
13 affirmatively.)

14 THE COURT: Okay. So, at about 1:48 I received
15 information from a bailiff, through my administrative
16 assistant in my chambers, that the foreperson had alerted
17 this bailiff that the jury had been unable to reach a
18 unanimous decision.

19 would that be correct, Madam Foreperson?

20 THE FOREPERSON: Yes.

21 THE COURT: Okay. Okay. Thank you.

22 And while I was grabbing my, my resources to answer
23 or, or address that, that, that, we were calling the
24 lawyers, who had not wondered far, but sometimes you don't
25 know, and we were trying to get the folks back, back in

1 here and that didn't take very long.

2 But then, as my administrative assistant was coming
3 down this back hallway to come in here, she was alerted
4 again, by a different bailiff, that there were questions.

5 THE FOREPERSON: Right.

6 THE COURT: Okay. And so I'm gonna do my best to
7 address all of that.

8 All right?

9 And I've talked with the lawyers and -- about it.
10 what I'd like to do is read the questions and make
11 sure that those are your questions.

12 Okay?

13 I'm just gonna read the paper, the sheet of paper
14 that was given. There were four questions.

15 Number one. why did the rental office company give
16 the deposit back?

17 Number two. When did the defendant inform the
18 plaintiff there was a breach of contract?

19 Number three. How did Drayton Mills respond to the
20 work order 7177-1, Defendant's Exhibit No. 6, in which she
21 wanted to explore options in ending the lease.

22 And, number four, did the plaintiff give a written
23 notice of terminating the lease after the work order
24 above?

25 So, Madam Foreperson, are those the questions?

1 THE FOREPERSON: Yes.

2 THE COURT: Okay. And so I have written Latefi v.
3 Drayton Mills Living, LLC, 24-181, dated 8/20/25. These
4 questions become Court's Exhibit No. 2.

5 (WHEREUPON, the note from the jury was marked as
6 Court's Exhibit No. 2 and received into evidence at this
7 time.)

8 THE COURT: Okay. Now, unfortunately, I can't give
9 you any more information than you already have. You all
10 have the evidence. You have heard the testimony. You
11 have the exhibits there with you and the attorneys nor I
12 are allowed now to point that out to you or restate that
13 based on the exhibits and information that you have.

14 The best that I could offer would be if there was
15 testimony that you needed to hear again or something like
16 that.

17 Okay. But, but we can't just stand up and
18 specifically answer your questions.

19 All right?

20 THE FOREPERSON: Okay.

21 THE COURT: And your -- you have Exhibits 1 through
22 13 for the plaintiff and one through six for the
23 defendant, or plaintiffs and defendant, that are available
24 to you that you all can review as well.

25 okay?

1 THE FOREPERSON: Okay.

2 THE COURT: Now, with regard to your -- at this point
3 being unable to agree, all of you agree on your verdict, I
4 am going to give you all a statement.

5 All right. I'm gonna read something to you. It's
6 called an *Allen* charge.

7 Ladies and gentlemen, you have stated that you have
8 been unable to agree on a verdict in this case.

9 As I instructed you earlier, the verdict of the jury
10 must be unanimous.

11 When a matter is in dispute, it isn't always easy
12 even for two people to agree. So when 12 people must
13 agree, it becomes even more difficult.

14 In most cases, absolute certainty can not be reached
15 or expected. However, you have a duty to make a very
16 reasonable effort to reach a unanimous verdict. In doing
17 this, you could con -- you should consult with one
18 another, express your own views, and listen to the
19 opinions of your fellow jurors.

20 Tell each other how you feel and why you feel that
21 way. Discuss your differences with open minds.

22 Although the verdict of the jury must be unanimous,
23 every one of you has the right to your own opinion. The
24 verdict you agree to must be your own verdict, the result
25 of your own convictions, and you should not give up your

1 firmly held beliefs merely to be in agreement with your
2 fellow jurors.

3 The majority should consider the minority's position
4 and the minority should consider the majority's position.
5 You should carefully consider and respect the opinions of
6 a reasonable -- reasonableness, correctness, and
7 impartiality. You must lay aside all of your outside
8 matters and reexamine the questions before you based on
9 the law and the evidence in this case.

10 If you do not agree on a verdict in, in this case, I
11 will have to declare what is called a mistrial. In that
12 case, it does not mean anybody wins. It just means that,
13 at some future time, I will try this case with some other
14 jury sitting where you sit now or another judge will try
15 it with, with a jury sitting where you sit now.

16 The same participants will come and the same lawyers
17 will ask basically the same questions and get basically
18 the same answers and we will go through this process
19 again.

20 You were selected in the same manner and from the
21 same source as any future jury will be and there is no
22 reason for me to suppose that, in the case -- that the
23 case will ever be submitted to 12 more intelligent,
24 impartial, or conscientious, and competent jurors than you
25 are or that more or clearer evidence will be produced on

1 one side or the other.

2 Therefore, I sincerely ask you all to return to your
3 jury room and to continue your deliberations.

4 Thank you so much for your hard work.

5 Okay. If all will please rise.

6 (WHEREUPON, the following takes place outside the
7 presence of the jury.)

8 THE COURT: Okay. Thank you all. Please be seated.

9 Are there any objections to what I stated by the
10 plaintiff?

11 MR. TALLEY: None.

12 THE COURT: By the defense --

13 MR. STILL: None, Your Honor.

14 THE COURT: -- defendant?

15 Sorry.

16 Okay. Thank you. Y'all just stay close by.

17 Okay?

18 MR. STILL: Thank you.

19 (WHEREUPON, the jury began deliberations again at
20 2:29PM and returned with a verdict at 3:15PM.)

21 THE COURT: Please be seated.

22 Are y'all ready for the jury?

23 MR. STILL: Yes, Your Honor.

24 MR. TALLEY: Yes, ma'am.

25 THE COURT: I'm sorry.

1 Are y'all ready?

2 MS. DALTON: Yes.

3 THE COURT: Okay.

4 (WHEREUPON, the following takes place within the
5 presence of the jury.)

6 THE COURT: Okay. Thank you all. Please be seated.

7 We're back on the record with regard to the matter of
8 Latefi versus Drayton Mills Living, LLC, 24-181.

9 I have been informed by the bailiff, through my
10 assistant, that the jury has reached a verdict.

11 Is that correct?

12 THE FOREPERSON: Yes.

13 THE COURT: And is the verdict unanimous meaning does
14 everybody agree?

15 THE FOREPERSON: Yes.

16 THE COURT: Has it been reduced to writing?

17 THE FOREPERSON: Yes.

18 THE COURT: And signed by you?

19 THE FOREPERSON: Yes.

20 THE COURT: Okay. Thank you. If you will hand the
21 verdict form to the bailiff. She'll hand it to me.

22 (WHEREUPON, the forelady complies.)

23 THE COURT: Okay. I will now have the clerk publish
24 the verdict.

25 THE CLERK: Okay. In the State of South Carolina,

1 County of Spartanburg, in the Court of Common Pleas for
2 the Seventh Judicial Circuit, Case Number 2024-CP-42-0181,
3 Ali Latefi and Kristen Latefi, plaintiffs, versus Drayton
4 Mills Living, LLC, as a defendant.

5 Do you find that plaintiffs have proven, by the
6 preponderance of the evidence, that defendant breached the
7 lease agreement with the plaintiffs?

8 Yes.

9 Please state the total amount of damages that you
10 find proven to have been sustained by plaintiff.

11 \$12,215.52.

12 Do you find that defendants have proven, by
13 preponderance of the evidence, that plaintiffs breached
14 the terms of the lease agreement with defendants?

15 No.

16 Signed by our foreperson today, August 20th, 2025.

17 Ladies and gentlemen of the jury, is this your
18 verdict and still your verdict?

19 (WHEREUPON, the jurors answer in the affirmative.)

20 THE CLERK: So say you all.

21 THE COURT: Okay. Thank you.

22 Counsel for the plaintiffs, is there anything else of
23 the jury at this time, sir?

24 MR. TALLEY: No, ma'am.

25 THE COURT: Counsel for defendant, anything else for

1 the jury at this time, sir?

2 MR. STILL: No, Your Honor.

3 THE COURT: Okay. Thank you.

4 Ladies and gentlemen of the jury, thank you very much
5 for your service and your hard work, your close attention
6 to everything. I have been watching you all throughout
7 the trial and I do appreciate, as everyone does, your
8 attention to this matter.

9 I am getting ready to excuse you all and you will be
10 excused for the week.

11 Thank you very much.

12 And to our alternate, thank you, sir, for your
13 service and for your being here. You also played a big
14 role in making sure that our jury reached a unanimous
15 verdict.

16 Thank you very much.

17 At this time, if everyone will please rise. The jury
18 is excused.

19 (WHEREUPON, the following takes place outside the
20 presence of the jury.)

21 THE COURT: Thank you all.

22 Okay. Counsel, does anyone wish to review the
23 verdict form?

24 MR. STILL: No, Your Honor.

25 THE COURT: Okay. Is there anything else at this

1 time?

2 MR. STILL: Your Honor, we'd ask for 10 days to file
3 any posttrial motions if the Court would agree to that?

4 THE COURT: Sure. That's normal and per the rules.

5 Of course, I can not expand it. I mean I can not
6 expand the time.

7 Mr. Still, I know you understand that with regard to
8 any -- I mean I can with regard to any briefing. But with
9 the motion, you know, the statute, I mean the rules are
10 pretty clear, are absolutely crystal clear, nothing past
11 10 days as to the notice. But if you need more time than
12 that to do memos or if we are actually gonna have a
13 hearing on it, we, we will.

14 Okay?

15 MR. STILL: Thank you.

16 THE COURT: If you want that.

17 Okay?

18 MR. STILL: Thank you, Your Honor.

19 THE COURT: Okay. Anything else, sir?

20 MR. TALLEY: No, ma'am. Thank you.

21 THE COURT: Okay. Thank you all. That will conclude
22 the hearing.

23 MR. STILL: Thank you, judge.

24 THE COURT: And the exhibits?

25 THE BAILIFF: We've got them back there.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

THE COURT: Maribel has them.

All right. Thank you.

* * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Spartanburg County, South Carolina, on the 18th, 19th, and 20th day of December, 2025.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

December 17th, 2025



PAMELA E. GREEN, Court Reporter