



Two pages from the Bixby Deposition contain the following quoted language:

Q. Okay. Now, you said you had some corres—some documentation from Mr. Doty's unknown contractor. What do you have from that particular contractor?

A. I did not say he was unknown. I said Mr. Doty would know the name, not me. I didn't hire him.

Q. You don't know his name, correct?

A. I don't know his full name, correct.

Q. Do you know any part of his name?

A. I believe his first name is Mark, but I'm not sure. It could be Mike.

Q. We'll let's refer to him as Mark for the time being. What documents do you have from Mark?

A. Well, counting Mr. Doty's invoice that Mr. Doty provided me, I would say probably two.

Q. What's the other one?

A. The letter stating that they—he had never, I believe something to the effect, never did he ever state that he knew where any water damage was or was not or any leaking was or was not occurring.

Appendix C, page 48, lines 27-28, and page 49, lines 1-17.

21. The quoted statements and their implications are incorrect, if I am the person to whom Mr. Bixby is referring. I did not state to Mr. Bixby that I did not know the source of the water. Indeed, despite my initial mistake, I was able to immediately identify the path of the water from under the air conditioner to the interior of Plaintiffs' Home. Furthermore, I have no idea what letter Mr. Bixby is referring to.

22. Only when I thought the air conditioner was located toward the front of the Plaintiffs' Home did I believe from my inspection that water could not possibly travel from the HVAC unit to the rear interior of the Plaintiffs' Home.

23. About one or two months after Mr. Doty hired me to inspect the attic and interior of his home, I received a telephone call from Mark Bixby. I was surprised to receive this telephone call because I did not know who Mr. Bixby was, and I did not know how he got my name and telephone number.

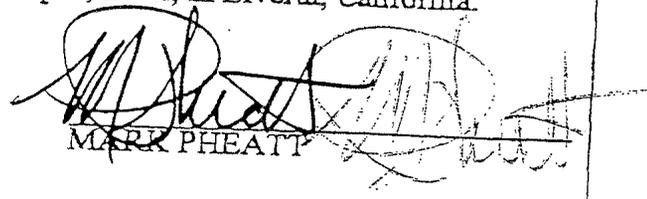
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2 Mr. Bixby explained to me that he was currently working on a house that had water  
3 damage and severe mold contamination. He wanted to retain my company to conduct bio-aerosol  
4 studies of the air inside the home.

5 25. I traveled to the jobsite at Mr. Bixby's request and met the homeowner. The house  
6 was contaminated with mold and had visual mold contamination.

7 26. Prior to my leaving the jobsite, I spoke with Mr. Bixby by telephone. He asked me to  
8 ensure that my report reflected that the sole cause of the mold in the house was a sewage pipe  
9 leak and not a roof leak. He told me that he wanted to make sure the homeowner's insurance  
10 would cover the necessary repair work. However, this was not true. While the leak in the  
11 sewage pipe was a cause of the mold, there were multiple other causes such as the leaking roof  
12 and the plumbing in the shower not being well-maintained.

13 27. When I advised Mr. Bixby over the telephone that I would not write a report that  
14 supported his opinion because it was not true, he became verbally abusive and used obscenities  
15 towards me. Therefore, I terminated the conversation, walked off the jobsite, and quit the  
16 assignment.

17 I declare under the penalty of perjury under the laws of the State of California that the  
18 foregoing is true and correct. Executed this 30 day of April, 2002, in Elverta, California.

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MARK PHEATT