STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF CHARLESTON	)	**NINTH JUDICIAL CIRCUIT**
	)	
James C. ("Chris") McNeil and Meaghan Poyer,	)	**Civil Action No.: 2025-CP-10-05095**
	)	
Plaintiffs,	)	**EMERGENCY MOTION FOR RULE 11 SANCTIONS AND TO STRIKE DEFECTIVE ANSWER PURSUANT TO SCRCP 11(b)(3) and 12(f)***
v.	)	
SAC 181, LLC, Meridian Residential Group, LLC, Adam W. Bayles, individually, Tara Bayles, individually, and MRG Investing Company LLC,	)	
Defendants.	)	

2025 OCT 29 AM 10:43
CLERK OF COURT

COMES NOW the Plaintiffs, pro se, and respectfully move this Court for sanctions against counsel and Defendants for filing an Answer that systematically violates *Rule 11(b)(3)* through denials of facts within Defendants' knowledge and control.

Plaintiffs file this Emergency Motion to immediately halt Defendants' abuse of the judicial process. Defendants' Answer to the Amended Complaint is not a responsive pleading—it is systematic obstruction dressed in legal jargon. It denies mathematical facts, contradicts Defendants' own documents, and contains a copy-paste error proving counsel never read the allegations before responding.

This Court must act decisively. Plaintiffs are pro se and cannot afford to spend months proving that September comes after August, that emails exist, and that calendars work.

Defendants' strategy is transparent: deny everything, force expensive proof of obvious facts, exhaust the pro se plaintiffs, hope they quit.

That stops today.

This Motion seeks three immediate remedies:

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* *Filed as corrected to clarify that SCRCP 11 has no safe-harbor requirement; courtesy pre-filing notice was provided Oct. 17, 2025.*

1. Rule 11 sanctions against counsel for certifying denials contradicted by Defendants' own evidence;
2. Strike all responses to Plaintiffs' allegations (¶¶ 1-83) [1] and all Affirmative Defenses (¶¶ 84-110) as legally insufficient under *Rule 8(b*), while PRESERVING Defendants' Crossclaim against SAC 181, LLC (¶¶ 111-125);
3. Deem all well-pleaded allegations admitted pursuant to Rule 8(b)(6) and the Court's inherent authority to prevent abuse of process.
4. Award sanctions at the Court's discretion;
5. Expedite the hearing, given prejudice to pro se Plaintiffs

These remedies are not punitive—they are necessary.

When a defendant files an Answer so deficient that it forces plaintiffs to litigate basic reality, the Court must intervene to protect the integrity of the judicial process.

I. LEGAL STANDARD

The law requires good faith, fact-based denials—Defendants' approach flouts *Rule 8(b)* and controlling South Carolina precedent.

Under South Carolina law, "lack of information sufficient to form a belief" is construed narrowly, particularly when the responding party possesses or controls the relevant evidence.

A party cannot claim insufficient knowledge about:

- Documents they created
- Communications they sent
- Their own corporate records
- Events involving their own conduct
- Information in their possession

II. DEFENDANTS POSSESS THE EVIDENCE THEY CLAIM NOT TO KNOW

Defendants control ALL relevant evidence yet deny basic facts:

A. DOCUMENTS WITHIN THEIR EXCLUSIVE CONTROL

- Their own emails and communications (denied in ¶¶ 37-40)
- Corporate records and filings (denied in ¶¶ 20-22)

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[1] Plaintiffs acknowledge Defendants correctly identified a harmless citation error in Paragraph 8. This will be corrected through separate motion. This single valid correction among systematic false denials illustrates Defendants' failure to distinguish between clerical errors and substantive factual disputes.

- Lease agreements they manage (denied in ¶¶ 49-51)
- Accounting records for deposits (denied in ¶¶ 11-15)
- Property management transition dates (contradicted in ¶ 10)
- Their own scanned documents (denied in ¶ 38)

B. THE PARAGRAPH 110 PROBLEM

While "insufficient investigation" language is common, it cannot excuse denying facts within a party's immediate knowledge.

Defendants state they lack "adequate opportunity to conduct sufficient investigation," yet categorically deny:

- Whether Tara Bayles sent an email from her own account (¶ 37)
- Whether they created a document bearing their company name (¶ 38)
- Whether checks they wrote were mailed on specific dates (¶ 15)
- Their own corporate structure and relationships (¶¶ 21-22)

These are not facts requiring "investigation"—they are facts Defendants know or should know TODAY.

III. PATTERN OF VIOLATIONS (with reference to Exhibits)

The Answer exhibits systematic *Rule 11* violations.

Defendants' filing is not merely defective as to form, but represents a systemic refusal to engage with the facts in their possession.

Rather than honestly respond, Defendants rely on mechanical, boilerplate denials, including where documentary evidence forecloses doubt.

By denying emails, documents, and events uniquely within their control, Defendants force Plaintiffs and the Court to litigate both sides of the record; this is the paradigm *Rule 11*, *Rule 8(b)*, and established South Carolina precedent prohibit.

A. FALSE DENIALS OF OBJECTIVE FACTS (Rule 11(b)(3))

Category 1: Own Documents (¶¶ 37-40, 15-16)

- **REVISED** Denying emails they sent *[**Exhibit A** - September 5, 2025 email]*

- Denying documents they scanned and named *[**Exhibit B** - Meridian Scanner PDF]*
- **REVISED** Denying postal documentation they created *[**Exhibits A, B & E** - showing email from Tara of 9/5/25, same check numbers on purported 8/28 mailing and as received, fake postmark versus real, late-mailed envelope]*

Category 2: Public Records (¶¶ 17, 20)

- Denying mortgage recorded in Charleston County *[**Exhibit C** - Mortgage records]*
- Denying Secretary of State filing deficiencies *[**Exhibit F** - SoS filings]*

Category 3: Internal Contradictions

- Paragraphs 49-51: Denying lease exists
  Paragraph 92: Invoking same lease's jury waiver
- **REVISED** Paragraph 10: Claiming April 1 start date. Their 1/12/24 email states 12/27/23 start *[**Exhibit D** - transition notice]*

B. IMPROPER "LEGAL CONCLUSION" EVASIONS (Rule 8(b))

Defendants mislabel 24 factual allegations as "legal conclusions": For all: *[**Exhibit B** shows " fake "EMAILED" stamp from Meridian Scanner_20250905_161321.pdf"; **Exhibit E** shows actual USPS envelope with legitimate September 8 postmark]*

- ¶ 14: Whether they returned deposit within 30 days (factual)
- ¶ 16: Whether document is genuine USPS postmark (factual)
- ¶ 34: Whether documentation was false (factual)
- ¶¶ 41-43: Whether specific conduct occurred (factual)

C. BOILERPLATE WITHOUT BASIS

While some boilerplate is acceptable, Defendants use identical language for:

- - Facts they must know (their own communications)
- - Facts they can easily verify (public records)
- - Facts within their exclusive control (corporate records)

67 of 110 paragraphs (61%) use identical "deny and demand strict proof" without any individualized consideration.

D. DOCUMENTED FALSE DENIALS

- ¶ 37: Defendants deny Tara Bayles sent the September 5 email. *[**Exhibit A** shows the email from tarabayles@meridianres.net]*

- ¶ 38: Defendants deny creating false postal documentation. *[**Exhibit B** shows " fake "EMAILED" stamp from Meridian Scanner_20250905_161321.pdf"; **Exhibit E** shows actual USPS envelope with legitimate September 8 postmark]*
- ¶ 10: Defendants claim April 1, 2024 management start. *[**Exhibit D** shows their December 2023 notice stating "effective December 27, 2023"]*
- ¶ 20: Defendants deny Secretary of State filing violations. *[**Exhibit F** shows registered office address discrepancies 2021-2025]*

E. NEW - CONTINUATION OF BAD FAITH AND BULLYING BEHAVIOR BY COUNSEL

—October 16, 2025 Email Incident [***Exhibit G** details this defense counsel's attempt to bar statutorily authorized service and Plaintiffs' immediate correction.]*

In addition to the well-documented factual denials and boilerplate evasions detailed above, these Defendants' counsel has directly continued the pattern of intimidation, diversion, and disrespectful tactics long exhibited by Meridian and Tara Bayles in their dealings with Plaintiffs.

On October 16, 2025, Plaintiffs received an email communication from Ms. Bolyard in which she:

- Incorrectly asserted that Plaintiffs were improperly contacting Adam Bayles, despite his statutory role as the Registered Agent for an unrepresented LLC (MRG Investing Company, LLC);
- Sought to chill proper, statutorily sanctioned service by threatening to bar all contact, even where no notice of appearance had been entered for the LLC;
- Threw up procedural smokescreens and advanced unfounded barriers to efficient resolution, mirroring Meridian's history of bullying, obstruction, and misuse of process.

Plaintiffs responded within hours, correcting the law by citing *S.C. Code § 33-44-111* and explaining the necessity and propriety of contacting Mr. Bayles as Registered Agent to facilitate efficient service and communication in the absence of other counsel. *[See **Exhibit G**, attached with cover sheet.]*

This respectful and fact-based reply further demonstrates Plaintiffs' commitment to legal accuracy and civility even in the face of obstructionist tactics.

This correspondence is not merely an isolated exchange but rather exemplifies an ongoing litigation strategy by Defendants and counsel to exhaust, confuse, and discourage pro se Plaintiffs through gamesmanship, delay, and procedural bullying. Such conduct is precisely what *Rule 11(b)* seeks to deter and penalize.

IV. SPECIFIC PARAGRAPHS REQUIRING CORRECTION

Must Be Admitted (Defendants Have Actual Knowledge):

- ¶ 37: Tara Bayles sent September 5 email
- ¶ 38: Document attached was their scan
- ¶ 10: Actual management start date
- ¶¶ 11-12: Cleaning conducted and photos provided
- ¶ 15: Deposit return timing
- ¶¶ 49-51: Existence of lease agreement

Must Provide Specific Factual Response (Not "Legal Conclusion"):

- ¶ 14: When deposit was returned (date)
- ¶ 16: Whether stamp is USPS or internal
- ¶¶ 32-34: What documentation was provided
- ¶¶ 41-43: What actions Tara Bayles took

Must State Specific Basis for Lack of Knowledge:

- Any paragraph where they claim insufficient information
- Must identify what they don't know and why
- Cannot claim ignorance of own records

V. ALL 27 AFFIRMATIVE DEFENSES LACK MERIT

Defendants assert 27 affirmative defenses (¶¶ 84-110), none with factual support:

Conclusory Defenses Without Factual Basis (¶¶ 85-89, 93-96, 98, 100-109):

Each states a legal doctrine without any facts showing applicability. Example: "accord and satisfaction" (¶ 86) without identifying any accord or consideration.

Legally Inapplicable Defenses (¶¶ 91-92, 97, 99):

- Economic Loss Doctrine (¶ 91): Applies to products liability, not residential leases
- Jury Waiver (¶ 92): While denying lease exists (¶ 49)
- Unconstitutional Punitive Damages (¶ 99): No constitutional bar in private actions

Self-Contradictory Defenses (¶¶ 86-88, 90, 92):

Cannot claim "payment" while denying obligation exists; cannot invoke lease terms while denying lease.

The Paragraph 110 Problem:

"Defendants reserve the right to assert additional defenses" after admitting insufficient investigation. This open-ended reservation violates Rule 8(c) requiring affirmative defenses be pled with particularity.

Not one defense meets Rule *11(b)(3)*'s requirement of evidentiary support or reasonable inquiry.

VI. NOTE REGARDING CROSSCLAIM

Plaintiffs do not seek to strike Defendants' Crossclaim against SAC 181 (¶¶ 111-125).

The Court should note that Paragraph 115 contains a significant admission: Meridian states it manages "several properties" for SAC. Public records confirm SAC 181, LLC owns only 181 Gordon Street.

This admission should be preserved as it is relevant to the Plaintiff's theory of integrated enterprise operations by SAC 181, LLC Registered Agent Charles S Altman via the 62 entities he is RA of as per the SC Secretary of State (as of October 5, 2025, although earlier checks showed additional entities).

Regarding indemnification claims in the Crossclaim: To the extent any indemnification exists, it cannot cover intentional torts, violations of statutory duties, or criminal conduct. See *South Carolina Code § 32-2-10*. Joint and several liability remains intact regardless of private indemnification agreements between defendants.

VII. RELIEF REQUESTED

Defendants were provided ten days' notice pursuant to *Rule 11(c)(1)(A)*. That period has expired without adequate correction.

Because lesser remedies will not redress or deter, Plaintiffs seek targeted sanctions striking sham pleadings, requiring specific amendment, and imposing monetary penalties sufficient to end this pattern.

Plaintiffs request this Court:

1. **STRIKE Defendants' Answer to Plaintiffs' Amended Complaint (Paragraphs 1-110)** as a sham pleading that violates Rule 11(b)(3);

2. **SPECIFICALLY:**

a. Strike all responses to Plaintiffs' allegations (¶¶ 1-83)

b. Strike all Affirmative Defenses (¶¶ 84-110)

c. PRESERVE Defendants' Crossclaim against SAC 181 (¶¶ 111-125)

3. **DEEM ADMITTED** all allegations in Plaintiffs' Amended Complaint where Defendants:

- Denied facts within their exclusive knowledge

- Failed to state specific reasons for lack of information

- Improperly invoked "legal conclusion"

As per *SCRCP Rule 8(d)*, Averments in a pleading to which a responsive pleading is required, other than those as to the amount of damage, are admitted when not denied in accordance with this rule.

4. **AWARD SANCTIONS** pursuant to *Rule 11(c)*:

REVISED Plaintiffs have expended **over 50 hours** addressing deficiencies instead of revenue-generating work (**valued at $18,750** as per Plaintiff McNeil's $375/hour consulting rate). The Court has discretion to award appropriate compensation and deterrence.
5. **EXPEDITE hearing** given prejudice to pro se Plaintiffs;
6. **Grant such other relief** as the Court deems just.

VIII. Clarification re Procedure and Courtesy Cure Window

South Carolina **Rule 11** contains **no safe-harbor requirement and no fixed waiting period**. Plaintiffs nevertheless offered Defendants a **voluntary 10-day cure window** as a professional courtesy to permit withdrawal or correction of the offending Answer. See *Pee Dee Health Care v. Estate of Thompson* (S.C. Sup. Ct. 2018) (South Carolina Rule 11 does **not** include a safe-harbor provision; timeliness is committed to the circuit court's discretion).

Defendants were served with Plaintiffs' Rule 11 motion package on **October 17, 2025** and were expressly invited to withdraw or fully correct the cited violations within ten (10) days. They did not. In light of *Pee Dee*, Plaintiffs now proceed to **file** the motion, while noting that

the Court may consider their earlier courtesy window as evidence of good faith.

Relief requested remains as stated: (i) withdrawal/striking of the defective pleadings; (ii) fees and other sanctions commensurate with the violations; and (iii) any other relief the Court deems just.

Plaintiffs reserve all right to supplement the record with additional documentation should the Answer not be fully and fairly amended within the safe harbor period. And further documentation will be supplied at hearing if initial relief is not forthcoming.

Respectfully submitted this 29th day of October, 2025.



James C. (“Chris”) McNeil, Pro Se Plaintiff



Meaghan Poyer, Pro Se Plaintiff

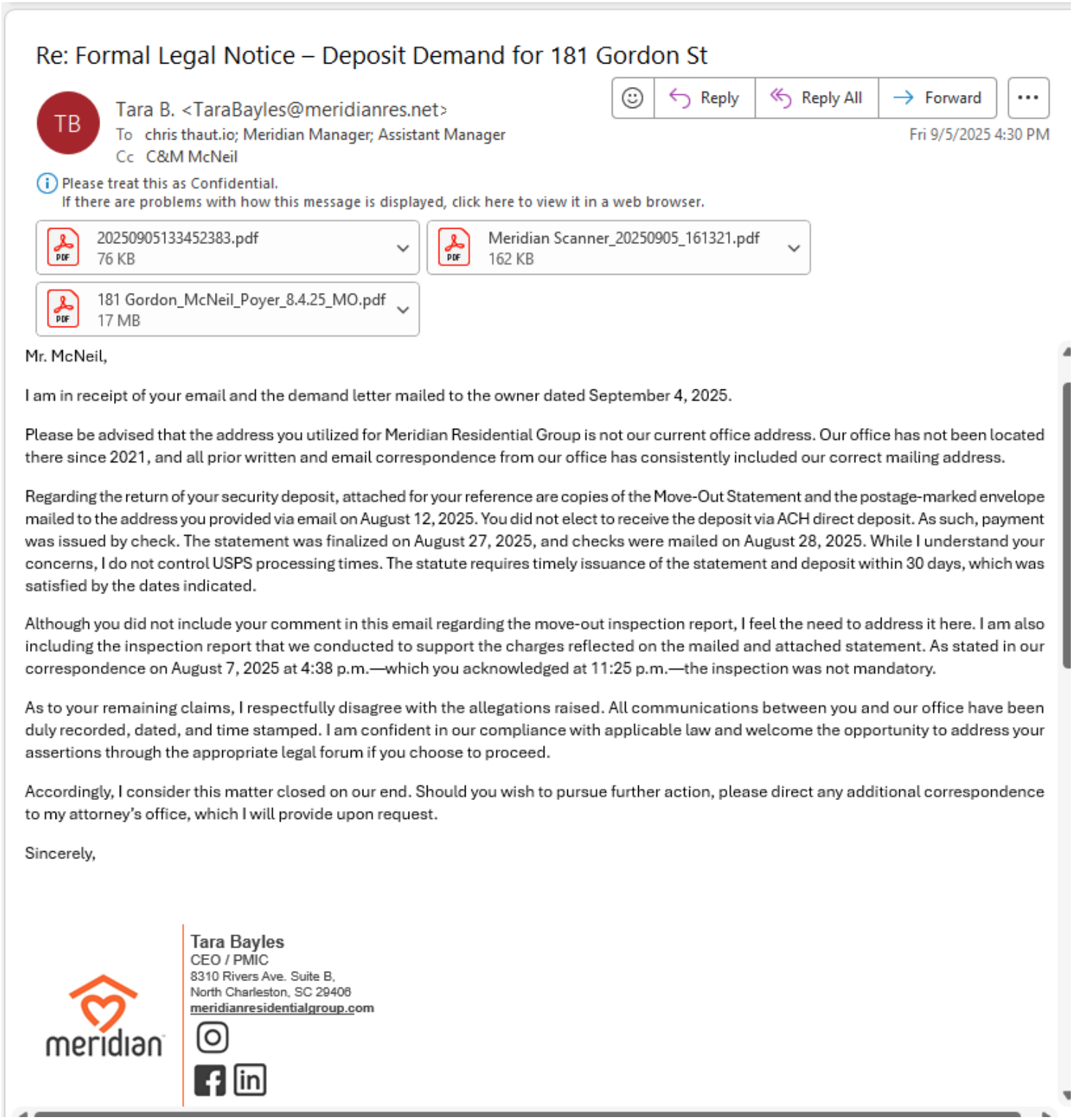
P.O. Box 30386
Charleston, SC 29417

chris@thaut.io | mcneilandpoyer@gmail.com

EXHIBIT A

September 5, 2025 email from Tara Bayles

- **NEW** See attached "Meridian Scanner_20250905_161321.pdf"
- **NEW** PDF produced by Defendants, file name evidencing scan time of 4:13:21 PM on September 5, 2025
- **NEW** = irreconcilable difference between the scanner's date and the mailing narrative



Re: Formal Legal Notice – Deposit Demand for 181 Gordon St

Reply | Reply All | Forward

TB

Tara B. <TaraBayles@meridianres.net>
To chris thaut.io; Meridian Manager; Assistant Manager
Cc C&M McNeil

Fri 9/5/2025 4:30 PM

Please treat this as Confidential.
If there are problems with how this message is displayed, click here to view it in a web browser.

20250905133452383.pdf
76 KB

Meridian Scanner_20250905_161321.pdf
162 KB

181 Gordon_McNeil_Poyer_8.4.25_MO.pdf
17 MB

Mr. McNeil,

I am in receipt of your email and the demand letter mailed to the owner dated September 4, 2025.

Please be advised that the address you utilized for Meridian Residential Group is not our current office address. Our office has not been located there since 2021, and all prior written and email correspondence from our office has consistently included our correct mailing address.

Regarding the return of your security deposit, attached for your reference are copies of the Move-Out Statement and the postage-marked envelope mailed to the address you provided via email on August 12, 2025. You did not elect to receive the deposit via ACH direct deposit. As such, payment was issued by check. The statement was finalized on August 27, 2025, and checks were mailed on August 28, 2025. While I understand your concerns, I do not control USPS processing times. The statute requires timely issuance of the statement and deposit within 30 days, which was satisfied by the dates indicated.

Although you did not include your comment in this email regarding the move-out inspection report, I feel the need to address it here. I am also including the inspection report that we conducted to support the charges reflected on the mailed and attached statement. As stated in our correspondence on August 7, 2025 at 4:38 p.m.—which you acknowledged at 11:25 p.m.—the inspection was not mandatory.

As to your remaining claims, I respectfully disagree with the allegations raised. All communications between you and our office have been duly recorded, dated, and time stamped. I am confident in our compliance with applicable law and welcome the opportunity to address your assertions through the appropriate legal forum if you choose to proceed.

Accordingly, I consider this matter closed on our end. Should you wish to pursue further action, please direct any additional correspondence to my attorney's office, which I will provide upon request.

Sincerely,

meridian

Tara Bayles
CEO / PMIC
8310 Rivers Ave. Suite B,
North Charleston, SC 29406
meridianresidentialgroup.com

EXHIBIT B

Excerpts from Meridian Scanner PDF

- Shows fake "EMAILED" stamp with handwritten date (Our new address is redacted)
- Shows check numbers #1027 and #1028 - Establishes Paragraph 38 denial as false

SAC 181_OP
8310 Rivers Ave
Suite B
North Charleston, SC 29406

SAC 181_OP
Synovus
1148 Broadway
Columbus, GA 31901

1027

Date: 08/28/2025

Pay to the order of: **MEAGHAN POYER**

This amount: **** ONE THOUSAND, ONE HUNDRED FORTY-TWO AND 50/100 DOLLARS **$1,142.50**

Meaghan Poyer
181 Gordon St
Charleston, SC 29403

MEMO _____

COPY

VOID

SAC 181_OP
8310 Rivers Ave
Suite B
North Charleston, SC 29406

SAC 181_OP
Synovus
1148 Broadway
Columbus, GA 31901

1028

Date: 08/28/2025

Pay to the order of: **JAMES MCNEIL**

This amount: **** ONE THOUSAND, ONE HUNDRED FORTY-TWO AND 50/100 DOLLARS **$1,142.50**

James McNeil
181 Gordon St
Charleston, SC 29403

MEMO _____

COPY

VOID

Meridian Residential Group
8310 Rivers Ave
Suite B
North Charleston, SC 29406

Meaghan Poyer and James McNeil

[redacted]

E-MAILED
8/28/25

EXHIBIT C

Public Records Summary

- Excerpt from Charleston County mortgage record for 181 Gordon

- SC Secretary of State showing MRG/Meridian status

- Establishes Paragraphs 17, 20 denials as false

State of South Carolina — Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 06/21/2021 and the parties and their addresses are as follows:

MORTGAGOR:
MRG INVESTING COMPANY LLC
8310 RIVERS AVE SUITE B
N CHARLESTON, SC 294060000

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

MRG Investing Company LLC

Corporate Information

Entity Id	01087047
Entity Type	Limited Liability Company
Status	Good Standing
Domestic/Foreign	Domestic
Incorporated State	South Carolina

Important Dates

Effective Date	01/22/2021
Expiration Date	N/A
Term End Date	N/A
Dissolved Date	N/A

Registered Agent

Agent	Adam Bayles
Address	7410 Northside Drive Suite # 230 North Charleston, South Carolina 29420

+ Request Documents + Add Filing

Official Documents On File

Filing Type	Filing Date
Articles of Organization	01/22/2021

EXHIBIT D

December 27, 2023 Management Transition Notice

- Shows actual start date (not April 1, 2024)

- Establishes Paragraph 10 contradiction

Meridian Residential Group <meridianresgrp-mail-system@meridi...Fri, Jan 5, 2024, 2:27 PM
to me, chris

01/05/2024

Meaghan Poyer, James McNeil
181 Gordon St
Charleston, SC 29403
RE: New Management

Dear Meaghan, James,

This is to inform you that management for your residence has transferred from Roadstead Management due to an acquisition of the management company. The property owner is fully aware of this change and became effective December 27, 2023.

Payments:
Please note that all payments made from December 27 - January 5, 2024, are in the process of being uploaded into our system.

- If you received a notice from Meridian that your payment has not been received, and you have confirmation from Roadstaed that a payment was processed, please disregard the Meridian notice.
- Therefore, any payments made after today, January 5, 2024, and all future rental payments will need to be made through Meridian Residential Group. Your current rental agreement remains in effect.

We are looking forward to talking with you shortly and discussing any concerns you have regarding your residency and our management services. Below is our company contact information.

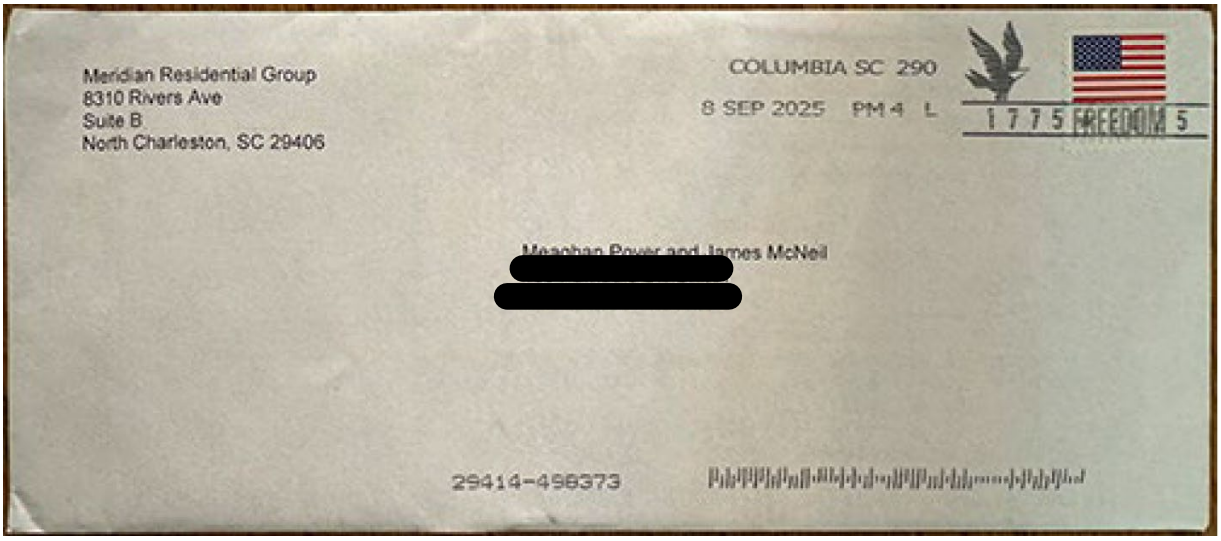
Meridian Residential Group
8310 Rivers Ave
Suite B
North Charleston, SC 29406

EXHIBIT E

Actual USPS Envelope Received September 10

- Shows legitimate September 8 postmark

- Same check numbers as Exhibit B - Proves timeline impossibility



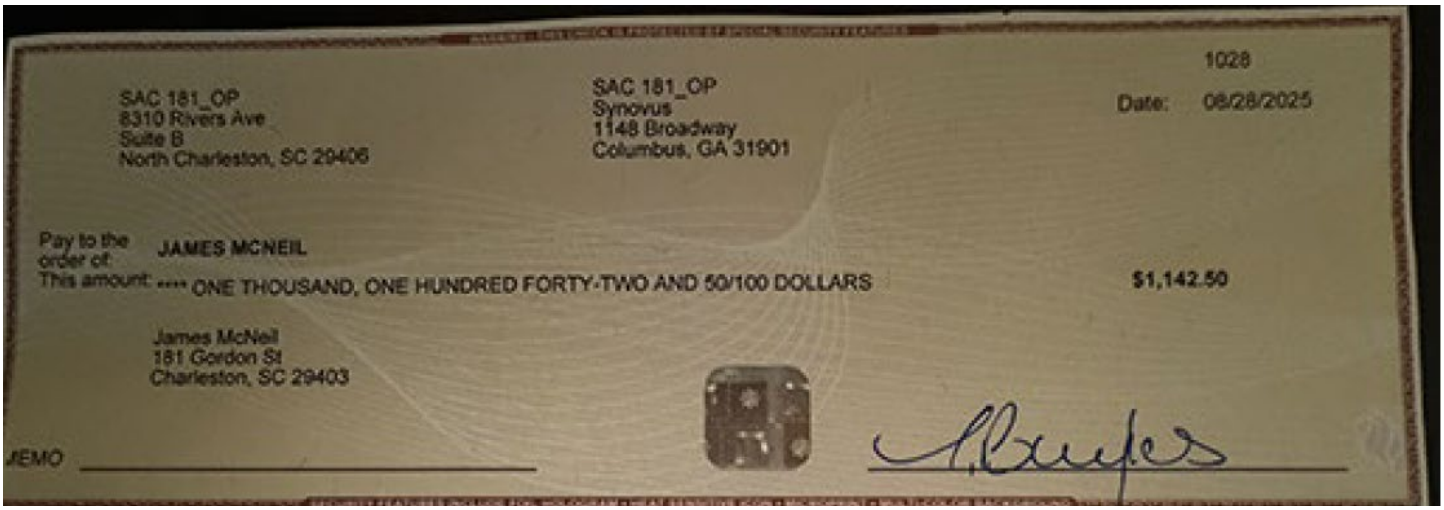




EXHIBIT F

Secretary of State Filing History

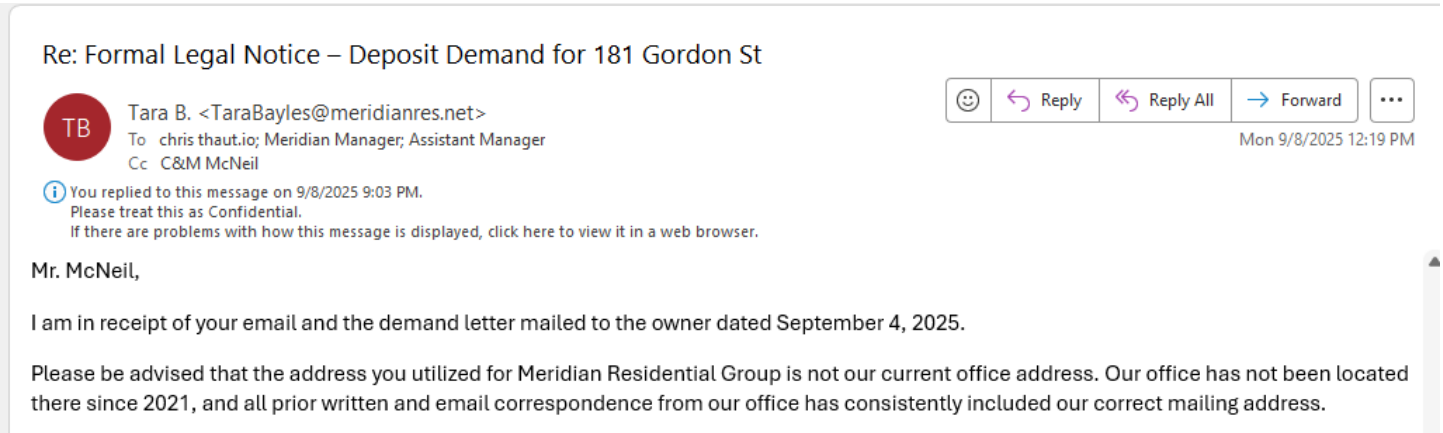
- Shows address discrepancies since 2021

- Establishes pattern of non-compliance

Meridian SoS before 9/9/25: 7410 Northside Dr. address, after 8310 Rivers Ave. address

Meridian SoS before 9/9/25	Meridian SoS after 9/9/25
Registered Agent Agent Tara Bayles Address 7410 Northside Drive, Suite 230 North Charleston, South Carolina 29420	**Registered Agent** Agent Tara Bayles Address 8310 Rivers Ave. Suite B North Charleston, South Carolina 29406

Excerpt from 9/8/25 email from Tara Bayles states “Our office has not been located there since 2021.”



Re: Formal Legal Notice – Deposit Demand for 181 Gordon St

TB

Tara B. <TaraBayles@meridianres.net>
To chris thaut.io; Meridian Manager; Assistant Manager
Cc C&M McNeil

Reply | Reply All | Forward

Mon 9/8/2025 12:19 PM

You replied to this message on 9/8/2025 9:03 PM.
Please treat this as Confidential.
If there are problems with how this message is displayed, click here to view it in a web browser.

Mr. McNeil,

I am in receipt of your email and the demand letter mailed to the owner dated September 4, 2025.

Please be advised that the address you utilized for Meridian Residential Group is not our current office address. Our office has not been located there since 2021, and all prior written and email correspondence from our office has consistently included our correct mailing address.

EXHIBIT G

October 16, 2025 Email Exchange

Bolyard Attempt to Preclude Service on Adam Bayles as MRG Registered Agent, and Plaintiffs' Legal Reply—Pattern of Obstruction/Evasion

Content in following pages: Complete email thread including Bolyard's message and Plaintiffs' response,

chris thaut.io

From: chris thaut.io
Sent: Thursday, October 16, 2025 1:08 PM
To: 'Alicia Bolyard'
Cc: C&M McNeil; Kaylie Stapleton; Kelsi Sigler; Kevin O'Brien (5302); Justine Tate (5311)
Subject: RE: Service and Contact Confirmation – MRG Investing Company, LLC (Case No. 2025-CP-10-05095)

Ms. Bolyard,

Thank you for your response. Several matters require clarification:

1. **Regarding MRG Investing Company, LLC:**

S.C. Code § 33-44-111 designates the registered agent as the proper recipient for service of process and legal documents on behalf of an LLC. My email to Mr. Bayles in his capacity as Registered Agent simply sought to establish efficient communication methods with an unrepresented entity.

I offered email service as both a professional courtesy and practical efficiency, avoiding the need for repeated visits by Sheriffs or process servers to Mr. Bayles' home or business, which could prove disruptive to his operations and clients. As per a FedEx delivery attempt to another party that had listed the same address in September, the address listed for MRG is vacant.

Further, your representation of the Bayles individually does not extend to Mr. Bayles' statutory role as Registered Agent for a separate LLC. When counsel appears for MRG, I will direct all correspondence accordingly. Until then, confirming communication methods with the Registered Agent is both proper and efficient.

2. **Professional Courtesy Matters:**

I have not been served with the Answer filed October 9. Please provide this by 4:00 PM today. I will accept service via email to chris@thaut.io.

Additionally, yesterday I initiated the Rule 11 safe harbor period regarding your Emergency Motion for Rule 11 Sanctions and to Strike Defective Answer. The ten-day period expires October 25**. If I do not receive Service by 4:00 PM today, I will serve an amended version that includes the failure to serve.**

Respectfully,

Chris McNeil

James C. McNeil & Meaghan Poyer
Plaintiffs Pro Se
PO Box 30386
Charleston, SC 29417

Email: chris@thaut.io; mcneilandpoyer@gmail.com
Telephone: (843) 818-3495

cc: All parties copied on original correspondence

From: Alicia Bolyard <abolyard@rlattorneys.com>
Sent: Thursday, October 16, 2025 11:48 AM
To: chris thaut.io <chris@thaut.io>
Cc: C&M McNeil <mcneilandpoyer@gmail.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>; Kelsi Sigler <ksigler@rlattorneys.com>; Kevin O'Brien (5302) <kevin.o'brien@phelps.com>; Justine Tate (5311) <justine.tate@phelps.com>
Subject: RE: Service and Contact Confirmation – MRG Investing Company, LLC (Case No. 2025-CP-10-05095)

Mr. McNeil,

I received the correspondence that below you sent directly to Mr. Bayles last night please let this email confirm that I represent Mr. and Mrs. Bayles in their individual capacity so I would respectfully request that you do not contact Mr. Bayles directly anymore as I am his counsel of record. All communications to Mr. and Mrs. Bayles should be directed at counsel. Additionally, it is my understanding that other counsel had been retained to represent MRG Investing Company and should be filing a Notice of Appearance with the court in the coming days. Also, Rule 5(b) relates to service on an attorney representing a party and would not be applicable here until MRG's counsel of record files his notice of appearance. Have a great day!

Kindest regards,

Alicia N. Bolyard
Resnick & Louis, P.C.
Partner- Admitted in WV and SC
146 Fairchild St., Suite 130
Charleston, SC 29492
abolyard@rlattorneys.com
Phone (843) 410-2534



ARIZONA | CALIFORNIA (7) | COLORADO | FLORIDA (6) | MISSISSIPPI | NEW MEXICO| NEW JERSEY | NEW YORK | NEVADA (2) | SOUTH CAROLINA (2) | TEXAS (5) | UTAH | LONDON, UK

www.rlattorneys.com

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From: chris thaut.io <chris@thaut.io>
Sent: Wednesday, October 15, 2025 7:48 PM
To: abayles@meridianres.net; awbayles1977@yahoo.com; awbayles@hotmail.com; agentbayles@gmail.com
Cc: Alicia Bolyard <abolyard@rlattorneys.com>; C&M McNeil <mcneilandpoyer@gmail.com>
Subject: Service and Contact Confirmation – MRG Investing Company, LLC (Case No. 2025-CP-10-05095)
Importance: High

Mr. Bayles,

You were personally served as Registered Agent for MRG Investing Company, LLC on October 11, 2025.

Because multiple possible email addresses are listed for you across various correspondences, this notice is being sent to all known addresses to ensure proper delivery.

To simplify future filings and avoid unnecessary delivery costs, please confirm within **24 hours** that you will accept service via email and which address you prefer for ongoing service and correspondence under Rule 5(b), South Carolina Rules of Civil Procedure.

If not, service will proceed by other authorized means.

All additional costs or delays resulting from failure to confirm a reasonable method of service will be documented and may be presented to the Court for cost recovery.

Respectfully,

Chris McNeil

James C. McNeil & Meaghan Poyer
Plaintiffs Pro Se
PO Box 30386
Charleston, SC 29417
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