

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

James C. (“Chris”) McNeil and
Meaghan Poyer,

Plaintiffs,

v.

SAC 181, LLC,
Meridian Residential Group, LLC,
Adam W. Bayles, individually, Tara
Bayles, individually, and MRG
Investing Company LLC

Defendants.

)
) IN THE COURT OF COMMON
) PLEAS
) NINTH JUDICIAL CIRCUIT
)
) Civil Action No. 2025-CP-10-05095
)
) MOTION FOR LEAVE TO FILE
) SECOND AMENDED
) COMPLAINT
) (Rule 15(a), SCRPC)

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CLERK OF COURT

Plaintiffs James C. McNeil and Meaghan Poyer, appearing pro se, respectfully move under **Rule 15(a), SCRPC** for leave to file the **Second Amended Complaint** (“2AC”) attached as **Exhibit A**. In support:

I. Procedural Posture and Summary

1. Plaintiffs filed the original Complaint on **September 9, 2025**, and an Amended Complaint as of right on **September 15, 2025**.
2. Plaintiffs now seek leave to amend based on **facts discovered after September 15** and **Defendants’ own filings**, and to name **Charles S. Altman** individually.
3. The proposed 2AC (Ex. A) adds or clarifies:
 - (a) **New Defendant: Charles S. Altman**, individually (negligent hiring/retention/supervision; ratification);
 - (b) **SCUTPA claim** (S.C. Code Ann. § 39-5-10 et seq.; § 39-5-140 remedies);
 - (c) **Privacy torts: Appropriation (commercial use), Public Disclosure of Private Facts, and Intrusion upon Seclusion;**
 - (d) **Enterprise liability** enhancements, including reliance on Defendants’ **October 9, 2025** cross-claim admission that **SAC hired Meridian for “several**

properties,” supporting a single-business-enterprise/alter-ego theory;

(e) Negligent hiring/retention/supervision against Altman personally, based on manager-selection/ratification facts (including the January 5, 2024 email: “The property owner is fully aware of this change and [it] became effective December 27, 2023.”).

II. Newly Emergent Evidence Since September 15, 2025

A. Image exploitation discovered post-filing.

4. On **September 18, 2025**—three days after the Amended Complaint—Plaintiffs discovered **multi-platform publication** of interior photos/virtual tour showing Plaintiffs, their effects, and their elderly disabled dog, **Rocket**, syndicated to **16+ platforms** (with broader feed potential).
5. **Consent** to July 15 photography was **procured by misrepresentation** (July 14 phone call in which Meridian’s agent told Plaintiff **Meaghan Poyer** that **“AI would remove”** Plaintiffs and their belongings); no such removal occurred.

B. Enterprise admission by Defendants.

6. On **October 9, 2025**, Meridian/Bayles filed a **cross-claim** asserting **SAC hired Meridian for “several properties including 181 Gordon Street.”** Public filings list SAC 181, LLC as holding one property, making the “several properties” statement a **party-opponent admission** supporting unity of operations and control under **Altman**.

C. Altman’s personal role and negligent retention.

7. A **January 5, 2024** Meridian email states: **“The property owner is fully aware of this change and [it] became effective December 27, 2023.”** Publicly available reviews/complaints (2018–2025) reflected risks of tenant harm; **Altman** nevertheless retained and ratified Meridian’s role.

(Supporting exhibits for this motion: Ex. C-4 - Sept. 18/19 screenshots summary; Ex. H - Oct. 9 cross-claim ¶ reference; Ex. F-3 - Jan. 5, 2024 email.)

III. Legal Standard

8. Under **Rule 15(a), SCRCP**, **“leave shall be freely given when justice so requires.”** Courts grant leave absent **undue delay, bad faith, repeated failure to cure, undue prejudice, or futility.** **Rule 15(c)** provides **relation back** where amendments arise from the same **conduct, transaction, or occurrence.**

IV. Application of Rule 15

A. Diligence / No Undue Delay.

9. The request arrives ~**5 weeks** after the Amended Complaint. The key facts (multi-platform publication on **9/18/25**; **10/9/25** cross-claim) **post-date** that filing; the **Jan 5, 2024** owner-awareness email was located and analyzed during this same post-filing window.

B. Good Faith; Not a Tactic.

10. Amendments assert **recognized** SC causes (SCUTPA; privacy torts; negligent hiring/retention/supervision) grounded in **documents** and **Defendants' own filings**.

C. No Repeated Failure to Cure.

11. This is Plaintiffs' **first** request for **leave** (the 9/15 amendment was as of right).

D. No Undue Prejudice.

12. All new material arises from the same nucleus (the May–Sept 2025 course of conduct at 181 Gordon). No trial date is set; written discovery is already aimed at these topics (image distribution, enterprise structure, decision authority).
13. Altman has had notice since suit inception as Registered Agent for SAC 181, LLC; On September 10, 2025, defense counsel Eric Pettis confirmed he represents both management and ownership (SAC 181, LLC); the personal claim tracks the same facts.

E. Relation Back; Same Occurrence.

14. The new claims and the Altman individual claim are based on the same conduct/occurrence, so Rule 15(c) relation back avoids limitations concerns.

F. Not Futile.

15. SCUTPA claims are viable in real-estate marketing/management contexts and carry § 39-5-140 treble/fee remedies upon willful violations.
16. Privacy torts (Appropriation, Public Disclosure, Intrusion) are recognized under South Carolina law and fit the facts (commercial use, non-newsworthy disclosures, deceptive access/usage).

17. Negligent hiring/retention/supervision can impose individual liability where a principal knowingly or negligently entrusts duties to an unfit agent and ratifies misconduct.
18. Enterprise enhancement follows single-business-enterprise/alter-ego (veil-piercing) standards: intertwined operations + injustice/abuse; the “several properties” cross-claim is a direct admission of unity of operations.

V. Requested Relief

19. **Grant leave** and deem the attached Second Amended Complaint (Ex. A) filed as of the date of the order.
20. Order **relation back** under Rule **15(c)**.
21. Provide **30 days** for responses to the 2AC for all Defendants, including **Altman** individually.
22. Note (ministerial): under § **39-5-140(b)** the **Clerk** mails the SCUTPA pleading to the **Attorney General**; Plaintiffs will also send a **courtesy copy** to the Consumer Protection & Antitrust Division.

Respectfully submitted this 30th day of October, 2025.

A handwritten signature in blue ink, appearing to read 'Chris McNeil', written over a horizontal line.

James C. ("Chris") McNeil, Pro Se
P.O. Box 30386, Charleston, SC 29417
chris@thaut.io

A handwritten signature in blue ink, reading 'Meghan Poyer', written over a horizontal line.

Meghan Poyer, Pro Se
P.O. Box 30386, Charleston, SC 29417
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Attachments:

Ex. A – Proposed Second Amended Complaint with all exhibits, including:

Below are the most relevant exhibits of the Second Amended Complaint:

Ex. C-4 – Sept. 18 image-publication screenshots (summary)

Ex. H – Oct. 9 cross-claim excerpt (¶ admitting “several properties”)

Ex. F-3 – Jan 5, 2024 email (“owner is fully aware...effective Dec. 27, 2023”)

EXHIBIT A

Second Amended Complaint with all Exhibits

STATE OF SOUTH CAROLINA	)	
COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON
	)	PLEAS
	)	NINTH JUDICIAL CIRCUIT
James C. (“Chris”) McNeil and	)	
Meaghan Poyer,	)	Civil Action No. 2025-CP-10-05095
	)	
Plaintiffs,	)	SECOND AMENDED
	)	COMPLAINT
v.	)	
	)	
Charles S. Altman,	)	
SAC 181, LLC,	)	
Meridian Residential Group, LLC,	)	
Adam W. Bayles, individually,	)	
Tara Bayles, individually, and MRG	)	
MRG Investing Company LLC	)	
	)	
Defendants.	)	
_____	)	

(Jury Trial Demanded)

Preliminary Statement.

Charleston County’s housing inventory remains at 1.0 month of supply - dramatically below the 7.4 months reported nationally by the U.S. Census Bureau as of August 2025 - with 46% of renters cost-burdened, placing the region **among the least affordable housing markets in the nation** (*Ex. M, excerpts from Charleston County “Housing Our Future” Plan*).

Within this environment, Defendants SAC 181, LLC, Meridian Residential Group, LLC, and their principal Charles S. Altman **evicted Plaintiffs after they invoked rights** under *S.C. Code Ann. § 27-40-530* and disputed misstatements of South Carolina landlord-tenant law in emails and texts (*Ex. N, O*).

The eviction coincided with the **Defendants’ attempts to enforce unlawful lease terms** challenged by Plaintiffs and culminated in a **falsified postal record** used to withhold Plaintiffs’ security deposit (*Ex. F-1/3*) and in the unauthorized syndication of tenant and private residence images across at least sixteen real-estate platforms (*Ex. C-4*).

Meridian’s verified cross-claim admits that **SAC 181 employed Meridian to manage “several properties including 181 Gordon”**; and that all claimed damages were “solely and proximately caused by the active or primary fault” of SAC 181 (*Ex. H*). Those party-opponent admissions establish **owner-level liability**, Altman’s control, and **grounds for single-business-enterprise and alter-ego findings**.

Comparable misconduct is evident in 23 public tenant reviews (*Ex. J*) and in employee accounts, including an **Indeed review stating management “made me feel like it was my job to ‘trick’ the resident so the company could make more money”** (*Indeed.com, accessed Oct. 24, 2025*). A subsequent Oct. 22, 2025 posting cited “non-trustworthy management.” While not offered for the truth of their assertions, these materials constitute circumstantial indicia of a persistent corporate culture relevant to punitive oversight.

As recognized in *Woodson v. DLI Properties*, 373 S.C. 521, 528, 646 S.E.2d 881, 884 (2007), “tenants are consumers” in transactions for essential shelter, rendering deceptive or retaliatory leasing conduct actionable under the South Carolina Unfair Trade Practices Act. Plaintiffs seek to enforce those protections and deter further violations in a market where 64% of residents report a “lack of available affordable housing stock” as their foremost concern (*Ex. M*).

I. Parties

1. **Plaintiffs.** Plaintiff **James C. (“Chris”) McNeil** and Plaintiff **Meaghan Poyer** are residents of Charleston County, South Carolina.
2. **SAC 181, LLC.** Defendant **SAC 181, LLC** is a South Carolina limited liability company that owns the residential property located at **181 Gordon Street, Charleston, South Carolina 29403**. **Charles S. Altman** serves as SAC 181’s Registered Agent, with a registered office at **575 King Street, Suite A, Charleston, SC 29403**.
3. **Meridian Residential Group, LLC.** Defendant **Meridian Residential Group, LLC** (“Meridian”) is a South Carolina limited liability company holding itself out as a professional property management company, with a principal office at **8310 Rivers Avenue, Suite B, North Charleston, SC 29406**. At all relevant times, Meridian acted as the property manager and agent for SAC 181, LLC.
4. **Tara R. Bayles.** Defendant **Tara R. Bayles** is Meridian’s Chief Executive Officer and **Property Manager in Charge (PMIC)** (South Carolina Property Manager License No. 30129). She is sued in her individual capacity and as an agent of Meridian.

5. **Adam W. Bayles.** Defendant **Adam W. Bayles** is a co-owner/operator of Meridian and the Registered Agent of **MRG Investing Company, LLC**. He is sued in his individual capacity and as an agent of Meridian and MRG.
6. **MRG Investing Company, LLC.** Defendant **MRG Investing Company, LLC** (“MRG”) is a South Carolina limited liability company with its principal place of business at **8310 Rivers Avenue, Suite B, North Charleston, SC 29406**, operating in concert with Meridian and the Bayles defendants.
7. **Charles S. Altman (individual).** Defendant **Charles S. Altman** is an attorney and the Registered Agent and controlling member of SAC 181, LLC. He exercises ownership and control over SAC 181, LLC and numerous additional South Carolina entities engaged in real-estate ownership and management. **Altman is sued individually** for his **negligent retention and supervision** of Meridian and his **personal ratification** of tortious conduct.
8. **Defined Term — Enterprise Defendants.** **SAC 181, LLC; Meridian Residential Group, LLC; MRG Investing Company, LLC; Adam W. Bayles; Tara R. Bayles; and Charles S. Altman** are referred to collectively as the **“Enterprise Defendants.”** Unless otherwise stated, each acted as the **agent, servant, employee, alter-ego, joint venturer, and/or co-conspirator** of the others and within the course and scope thereof.
9. **Remedies signal.** Plaintiffs seek **injunctive, declaratory, compensatory, treble (SCUTPA), and punitive damages**, together with **costs and attorney’s fees**, as allowed by law.

II. Jurisdiction and Venue

10. **Jurisdiction.** This Court (the Circuit Court, Court of Common Pleas) is **a court of general jurisdiction** with original jurisdiction over civil actions such as this one. **S.C. Const. art. V, § 11** (“The Circuit Court shall be a general trial court with original jurisdiction in civil and criminal cases ...”). Venue is separately proper in Charleston County as pleaded below.
11. **Personal jurisdiction.** Each Defendant **resides, conducts business, and/or committed tortious acts** in **Charleston County**, and the **injury was suffered** here.
12. **Venue.** Venue is proper in the **Court of Common Pleas, Ninth Judicial Circuit, Charleston County**, because the **real property (181 Gordon Street)** is located in this County and the acts and omissions at issue occurred here.

III. Factual Background

A. Key chronology (with exhibits)

13. **2019–2023 (specific date currently believed to be Feb. 4, 2022) - Roadstead “inspection” still-photo set (pre-Meridian).** While **Roadstead** managed the property (Meridian’s predecessor), agents entered the home under the **guise of an “inspection”** and captured a **still-photo set** depicting intimate interior areas and Plaintiffs’ person/effects. Those **Roadstead stills** were later used in 2025 listing/syndication that began while Plaintiffs still resided at 181 Gordon. (*Ex. C-4.*)
14. **January 5, 2024 - Manager-change notice and owner knowledge.** Meridian (via **Tara R. Bayles**) confirmed that Meridian assumed management of 181 Gordon effective **December 27, 2023**, and wrote: “**The property owner is fully aware of this change** and [it] became effective December 27, 2023.” (*Ex. F-3 Property Management Company Transition Notice email of 1/5/2024*)
15. **May 23, 2025 — Safety requests.** Plaintiffs submitted a good-faith renewal proposal with safety-oriented requests (broken blinds, damaged screens, asbestos testing, duct cleaning). (*Ex. B: May 23, 2025 email and attachments.*)
16. **May 29, 2025 — Retaliation window (six days).** Defendants issued a **Notice to Vacate** terminating the five-year tenancy **six days** after the safety requests. (*Ex. A.*)
17. **June 29, 2025 — Active listing while occupied; “renovations” pretext.** The property was listed for rent while Plaintiffs still resided there, with **no renovations performed**, contradicting the stated reason for termination. (*Ex. C-1; Ex. O.*)
18. **July 14–15, 2025 — Interior virtual tour by deception (Matterport).**
 - i. To overcome Plaintiffs’ privacy concerns, Defendants (through **Addison Bayles**) falsely represented that “**AI technology would be used to remove Plaintiffs and their belongings from the images.**” Relying on that assurance, Plaintiffs permitted comprehensive **Matterport** interior photography on **July 15**. (*Ex. C-2: July 14 call screenshot; Ex. C-3: Poyer Affidavit; Ex. O.*)
 - ii. **Claimed renovations conflict with a pre-renovation virtual tour shoot.** Defendants contemporaneously represented that the home was “**currently under renovation**” and that “[t]he kitchen will feature new shaker [sic] style cabinets, quartz countertops and stainless steel appliance [sic].” Publishing a July 15, 2025 **Matterport** tour of Plaintiffs’ occupied, pre-renovation interior had **no legitimate marketing necessity** -it would be **non-representative** of the advertised product - and supports the inference that Defendants selected and published images to **target and demean** Plaintiffs rather than to inform renters. (*Ex. C-2/3; Ex. O.*)
19. **July 17, 2025 - Plaintiffs’ motive query and cooperation (contemporaneous writing).** Plaintiff McNeil emailed Meridian’s CEO, **acknowledging** ongoing

showings while the home was still occupied, **accommodating** scheduling constraints (client work; elderly dog care), and asking, respectfully: “**why either the owners and/or your property management company do not want us here anymore.**” He reiterated that “**It isn’t about the rent increase,**” and that the requests were **safety issues** - “**(1) checking the insulation for asbestos... (2) cleaning the heating/AC ducts... (3) making the windows functional**” - and affirmed “**we’ve paid rent on time... 100% of the time for the 5 years... If they simply wanted more money... we’d have been open to negotiation,**” concluding “**We hadn’t planned on moving.**” (*Ex. K: July 17, 2025 email chain.*)

20. **July 19-26, 2025 - Price escalation and tactical delisting while images remained live.** Two days after Plaintiffs’ July 17 email (July 19), Defendants **substantially increased** the advertised price and one week later (July 26) **changed the listing** status to “not available” while **leaving Plaintiffs’ images and tour accessible**. For example, realtor.com stated “This property is not currently for sale or rent...” But still showed the images Plaintiff Poyer and Plaintiffs’ belongings. These moves are consistent with a **post hoc “renovation” narrative** rather than a bona fide need to vacate for renovations. In spite of the “Rental Removed” status change on Redfin July 26, 2025, the images remained live until September 23, 2025. (*Ex. C-1/C-4.*)
21. **June 29–Sept. 23, 2025 - Two distinct publications:** (i) Roadstead stills syndicated ≈15–16 platforms; (ii) Matterport virtual tour hosted/linked.
- i. **Defendants published and syndicated** the Roadstead still-photo set—featuring **Plaintiff Meghan Poyer, Plaintiffs’ belongings, and intimate spaces (bedrooms, bathrooms) - across at least 15 platforms** (and as many as 50+, given ShowMojo’s advertising) for **roughly three months**.
 - ii. Defendants also hosted/linked the Matterport virtual tour - featuring **Plaintiff James C. “Chris” McNeil, his Thaut Thought Leadership branding, and Rocket (elderly blind dog in medical diapers)**. The tour went live after the July 15 shoot and **remained accessible until Sept. 23, 2025.** (*Ex. C-4; Ex. O.*)
22. **Sept. 21–23, 2025 - Takedown demands; “COMING SOON” swap; virtual-tour removal.** Upon discovery, Plaintiffs issued **takedown demands** on Sept. 21. Only after receiving the demands did Defendants on Sept. 23 **modify/replace** the still-photo set listings with “**COMING SOON**” overlays and “renovation” copy and **remove** the Matterport virtual tour (URL thereafter returning “Page Not Found”). (*Ex. D - Evidence Preservation Notice Email and Takedown Notices; Ex. E - Platform swaps/overlays/removals*)
23. **Sept. 5–10, 2025 - Falsified postal image and late checks.** Defendants emailed a PDF of an envelope bearing the notation “**EMAILED AUG 28 2025 USPS COLUMBIA SC**”—**not** a USPS postmark—and the filename timestamp shows creation on **Sept. 5**. Checks were actually mailed **Sept. 8** and received ~**Sept. 10**. (*Ex. F-1/F-2. Meridian Scanned document/ actual checks received*)

B. Consent was procured by misrepresentation and materially exceeded

24. Two distinct sources; two consent failures.

(a) **Roadstead stills.** The Roadstead “inspection” still-photo set was captured under a **false pretense** and without **informed consent** for commercial marketing; using those images in 2025 **materially exceeded** any purported purpose.

(b) **Matterport tour.** Any purported consent for **July 15, 2025** interior imaging was **procured by misrepresentation** (the false “**AI removal**” promise), and publication/hosting of the tour **materially exceeded** any limited permission. (*Ex. C-2-C5; Ex. O.*)

C. Altman’s knowledge, acceptance, and control

25. Acceptance/continuation of Meridian. Effective **December 27, 2023**, Meridian became manager for 181 Gordon. On **January 5, 2024**, Meridian confirmed in writing that “**the property owner is fully aware of this change.**” Altman, as the controlling person for **SAC 181**, **accepted and continued** Meridian’s management with the **right and ability to direct, limit, or replace** Meridian’s authority over listing, imaging, and deposit-handling practices. (*Ex. F-3*)

D. Larger system

26. The injuries alleged are symptomatic of broader market-level failures in landlord-tenant enforcement, where under-resourced tenants face prohibitive costs challenging well-capitalized management enterprises - creating a de facto immunity for repeated violations absent robust judicial remedies. (*Ex. J.*)

27. Incentive structure. Defendants’ business model exploits asymmetric information, tenant transaction-cost barriers to enforcement, and liability fragmentation across multiple entities - creating perverse incentives where individual violations rarely trigger consequences. Only meaningful financial penalties and enforceable systemic safeguards can realign incentives and deter recurrence. (*Ex. M.*)

E. Orangeburg insider conveyance (pre-suit)

28. Orangeburg insider transfer (pattern/badges). On information and belief, in **2021 Meridian Residential Group, LLC** conveyed a residential property in **Orangeburg County, South Carolina** to Defendant **Tara R. Bayles** for **\$5.00 recorded consideration**. Public records identify the parties, dates, and recording details. This **related-party, nominal-recorded-consideration** conveyance is probative of **unity of interest** and **disregard for corporate separateness** within the Meridian/MRG/Bayles network and is relevant to **veil-piercing** and **enterprise liability**. (*Ex. L / Orangeburg Insider Conveyances*)

F. Retaliatory motive and pattern of bullying/misrepresentation

29. **Prior litigation (context only; no confidential terms).** Plaintiff **James C. “Chris” McNeil** and certain Defendants were parties to litigation in **2020–2021** related to 181 Gordon Street that resolved on **confidential terms**. Plaintiffs reference the existence and timing of that matter **solely** to provide **motive context**—heightened sensitivity and animus that plausibly informed Defendants’ retaliatory actions in 2025 - without disclosing any confidential provisions.
30. **Authority-defensive reaction to correction.** When Plaintiffs corrected Meridian staff’s legal and factual misstatements—politely but firmly—Meridian’s responses **escalated** rather than engaged, shifting from error to **edicts and threats** rather than acknowledging error or collaborating on lawful solutions. (*Ex. N; Ex. O.*)
31. **April 3, 2025 — “inspection” threat script.** Meridian (via **Stephanie Phillips**) announced a next-day “unit inspection,” stated that **access could not be rescheduled**, and warned that denying access would result in a **\$125 charge** and a **lease violation**. The email disregarded Plaintiffs’ documented availability constraints (home-based work; care for an **elderly blind dog**) and reflects a **coercive, one-way** posture. (*Ex. N - Retaliation Narrative Supporting Emails .*)
32. **May 8, 2025 — misstating lease law and continuity.** After Plaintiffs supplied the signed **2022 lease** (landlord-paid water/sewer; **60-day change notice**), Meridian asserted it could not honor terms because **Roadstead’s signature block copy** did not show a countersignature—despite **years of course-of-performance** by Roadstead and Meridian consistent with that lease (including rent acceptance and utility handling). Plaintiffs provided South Carolina authority recognizing **assent by conduct** and continuity across management; Meridian persisted—tenant bullying by legal misstatement on the eve of the **May 29 NTV**. (*Ex. N.*)
33. **July 5, 2025 — phishing-style “Action Required.”** Plaintiffs received an “Action Required: Important document awaiting review” email linking to a **non-authentic login** page. Plaintiffs flagged the security risk and asked Meridian to use the tenant portal or send PDFs; the incident evidences **careless/pressuring** communications during a period of heightened tension. (*Ex. N.*)
34. **July 14, 2025 — legalistic framing to press access; “AI removal” misrepresentation.** In arranging the **July 15** interior imaging, Meridian’s CEO (**Tara Bayles**) quoted **§ 27-40-530(c)** to frame entry as a near *fait accompli* and declared the matter would be “resolved” by showings and follow-up imaging the next day. Access was obtained by the **false assurance** that “**AI** would remove Plaintiffs and their belongings from the images,” yet **no such removal occurred**; Defendants later **published** those images commercially. (*Ex. C1-3.*)
35. **Comparator practice (tenant images are atypical).** On information and belief, and based on Plaintiffs’ review of Meridian’s publicly accessible rental listings during September–October 2025, Meridian **does not ordinarily display identifiable tenants or their belongings** in marketing images. By contrast, Defendants here selected and published photos and a virtual tour that **prominently**

depicted Plaintiffs, their effects, and their elderly dog. The **departure from usual practice** is probative of **retaliatory and demeaning intent** rather than any legitimate marketing necessity. (*Ex. C-5: sample screenshots of Meridian listings showing vacant/“staged” interiors without tenants; Ex. N.*)

36. **Foreseeable harm to a vulnerable companion animal after forced move.** After the **forced displacement** from the home adapted to his disabilities, Plaintiffs’ elderly dog **Rocket**—who is **blind** and has **age-related mobility issues** requiring **medical diapers**—became **disoriented** in the unfamiliar space. Shortly after the move, Rocket **became trapped under a couch, whimpering** for approximately **two hours** before Plaintiff McNeil located him. The incident reflects the **foreseeable distress and risk** caused by disrupting carefully arranged accommodations for a vulnerable animal and contributed to Plaintiffs’ **emotional distress and loss of peaceful enjoyment**. (*Ex. C-5*)
37. **Contemporaneous good-faith posture undercuts any “difficult tenant” pretext.** The **July 17** email shows Plaintiffs **stood down hostility**, apologized if any phrasing had offended, and **invited dialogue**—while highlighting 5 years of **on-time rent** and **openness to negotiation** if safety items were addressed. That contemporaneous writing is direct **motive evidence**: Defendants’ problem was **not** feasibility (showings were ongoing), but **Plaintiffs’ insistence on basic safety and lawful process**. (*Ex. K.*)
38. **Renovation inconsistency as evidence of pretext.** The **renovation** description (new cabinets, quartz, stainless appliances) underscores that Defendants **did initially intend to renovate the home** or they would have waited until the renovations were complete to create the **Matterport** tour of Plaintiffs’ home. The listing that was initiated June 29, 2025 and the showing while tenants still occupied the home further negate any “renovations” argument for the NTV. (*Ex. A; Ex. C-1/3; Ex. O*)

G. Co-defendant admissions fixing owner-level control and fault

39. **Meridian’s cross-claim admissions.** In verified cross-pleadings filed in this action, **Meridian and the Bayles Defendants** admit that **SAC 181 “owned and maintained” 181 Gordon Street**; that **SAC hired Meridian as property manager “at several properties including 181 Gordon”**; and that Plaintiffs’ damages were **“solely and proximately caused by the active or primary fault”** of SAC. These party-opponent admissions corroborate **Altman’s owner-level control and responsibility**, support **single-business-enterprise/alter-ego** findings, and independently strengthen Plaintiffs’ **negligent supervision/retention and ratification** claims against **Altman**. (*Ex. H.*)

IV. Enterprise Liability / Single Business Enterprise & Altman’s Negligent Retention/Ratification

A. Unified enterprise (Meridian/MRG/Bayles; SAC 181/Altman)

40. The Enterprise Defendants operate as a unified business enterprise with such unity of interest, ownership, and control that their separate legal existences should be disregarded and they should be held jointly and severally liable as a single business enterprise.
41. Unity facts (Meridian/MRG/Bayles): common ownership and control; shared address/operations; and overlapping management/registered-agent functions (corporate records and photos) supporting an inference of intertwined operations. (*Ex. G1-5*)
42. **Co-defendant admissions (owner control & portfolio scope).** In verified cross-pleadings, Meridian/Bayles **admit**: (a) **SAC owned the property** at issue (§114); (b) **SAC hired Meridian as the property manager at several properties including 181 Gordon (§115);** and (c) **SAC and Meridian entered a management agreement authorizing Meridian to lease and manage on SAC's behalf (§116).** These party-opponent admissions corroborate owner-level **control/right to control** and a **portfolio-scale** relationship between SAC 181/Altman and Meridian. (*Ex. H – Meridian Crossclaims against SAC 181, LLC in Answer of October 9, 2025*)
43. **Badge of insider self-dealing (Orangeburg).** In 2021, Meridian conveyed an **Orangeburg County** property to **Tara R. Bayles** for **\$5.00 recorded consideration**—a related-party, nominal-amount transaction probative of unity of interest and disregard for separateness within the Meridian/MRG/Bayles network. (*Ex. L*)
44. **Two Enterprise Veils.** Plaintiffs plead two related networks:
 - A. the **Meridian Enterprise** (Meridian Residential Group, MRG Investing Company, related affiliates, and managers); and
 - B. the **Altman Enterprise** (SAC 181, LLC and commonly owned/controlled Altman entities).

Given the intertwined operations and inequitable conduct, veil-piercing across each network—and, as warranted, **across** the networks—is appropriate.

B. Altman's individual liability—negligent supervision/retention (continuation) and ratification

45. **Supervisory duty at continuation.** Effective Dec. 27, 2023, Meridian became manager for 181 Gordon. As the controlling person for SAC 181, Altman accepted and continued Meridian's management and at all relevant times possessed the right and ability to direct, limit, or replace Meridian's authority over listing/imaging practices and deposit handling. With that control came a duty to implement reasonable safeguards (**consent and publication controls; deposit**

compliance; and owner-level review of any non-renewal/termination to ensure a lawful, non-retaliatory basis under § 27-40-910)). (*Ex. F-3.*)

46. **Constructive notice (pattern before May 2025).** Before the 2025 events, readily accessible public information reflected recurring tenant-treatment concerns regarding Meridian such that a sophisticated owner and practicing attorney **knew or should have known** of the risks and, at a minimum, should have imposed guardrails **before** allowing interior imaging/publication of an occupied home. This included **multiple pre-Dec. 27, 2023** negative reviews: at least **four 1-star Yelp tenant reviews** (dated **July 6, 2022** through **Sept. 5, 2023**) describing adversarial communications, maintenance neglect, and deposit issues, and an **Indeed** review from a former employee dated **Sept. 21, 2018** stating management “**made me feel like it was my job to ‘trick’ the resident so the company could make more money.**” These entries (and others compiled) were readily discoverable and available for owner due diligence. (*Ex. J.*)
47. **Actual notice and continued authorization.** In any event, Altman had actual notice no later than **Sept. 10, 2025**: on that date defense counsel **Eric Pettis** confirmed in writing that he represented **both management and ownership (SAC 181, LLC)**; shortly thereafter the **Complaint (served around Sept. 10, 2025)** and **Amended Complaint (served around Sept. 15, 2025)** placed the retaliatory NTV, late/defective deposit return, and the falsified envelope/postmark squarely at issue. Plaintiffs’ Sept. 21, 2025 evidence-preservation and takedown demands gave notice of the unauthorized image publication and demanded immediate removal. Notwithstanding that notice, Altman did not suspend, replace, or adequately direct Meridian to cease the tortious conduct or remediate it (including removal/verification of all images and correction of deposit communications), thereby **continuing Meridian’s agency in the face of known risk.** (*Ex. A; Ex. D*)
48. **Admissions bridge (control → breach → causation).** Meridian’s cross-claim supplies the bridge from control to breach and causation at the owner level:
- A. **Control/right to control:** SAC “**owned and maintained**” the property (§118), fixing owner-level authority over Meridian’s conduct. (*Ex. H*)
 - B. **Breach/causation:** Meridian pleads that any Meridian liability would be the “**direct and proximate result of the wrongful acts, omissions, and negligence of SAC.**” (§123). (*Ex. H*)
 - C. **Degree of fault:** Meridian alleges its liability, if any, is “**secondary or passive**” and Plaintiffs’ damages were “**solely and proximately caused by the active or primary fault of SAC.**” (§125). (*Ex. H*)

Even if Altman later disputes contemporaneous awareness of any single event (e.g., the May 23, 2025 safety requests; the May 29 NTV; the July 14-15 “AI removal” misrepresentation; or the **Sept. 21** takedown demands), the **cluster of red flags**

triggered a duty to act. His inaction was a **direct and proximate cause** of Plaintiffs' harms, including retaliatory displacement, wrongful deposit handling, and the privacy invasions pled. (*Ex. H*)

49. **Ratification by continued authorization/benefit (pre-removal window and residual media).** After Plaintiffs' **Sept. 21, 2025** takedown demands, the platforms still displayed Defendants' listing media until **on or about Sept. 23, 2025**, when the Matterport link returned "Page Not Found." During that window—and for some time thereafter via **cached thumbnails/derivative media**—Defendants continued to **benefit from the exposure** and **did not promptly repudiate** the prior publication or verify deletion across downstream feeds. The **pre-removal continuation** and **failure to ensure verified deletion** support ratification and warrant injunctive relief requiring confirmed purge and cache disablement. (*Ex. D [takedown demands]*, *Ex. E [404/removal captures]*).
50. **Non-delegable duties preserved.** To the extent Defendants contend Meridian alone bears responsibility, landlord duties sounding in **deposit compliance, habitability, and anti-retaliation** are **non-delegable**; owner-level control and Meridian's admissions foreclose any "blame the manager" defense. Contractual indemnity cannot shift liability for **intentional misconduct** or **statutory unfair practices**, and Meridian itself pleads such an indemnity exists, including **duty to indemnify/defend** and **fee coverage "without limit."** (§§121–122). (*Ex. H*)

C. Requested declarations and targeted discovery (remedies aligned to this section)

51. **Declarations.** Plaintiffs request: (a) a declaratory finding that the Enterprise Defendants operated as a **single business enterprise/alter-egos**, imposing **joint and several** liability; or, alternatively, (b) a declaration of **joint venture/agency** with vicarious liability across the Enterprise Defendants.
52. **Targeted discovery orders.** Plaintiffs request orders compelling production of the **SAC–Meridian** management agreement(s) (including any **indemnity** provisions referenced in §§121–122), **banking/insurance** files (policies, reservations of rights, tender/coverage correspondence), and **syndication/vendor** contracts and **native audit logs** (ShowMojo/AppFolio/Matterport/CoStar/Zillow, etc.), with preservation orders for listing/analytics data and **adverse-inference** instructions for any spoliation.
53. **Injunctive relief.** Plaintiffs further request a narrowly tailored injunction requiring **removal and verified deletion** of all unauthorized images/virtual tours from all platforms and downstream caches, **syndication/cache-purge confirmations**, and **successor/assignee binding**, and prohibiting further use absent **express written consent**.

V. Causes of Action (Counts I–IV)

Plaintiffs re-allege and incorporate by reference the preceding paragraphs (including definitions and exhibit references) as if fully set forth herein.

Count I – Violation of S.C. Code Ann. § 27-40-410 (Failure to Return Security Deposit)

54. **Security deposit and landlord responsibility.** Plaintiffs paid a **\$2,595.00** security deposit at lease inception (late February 2020 lease signed; move-in **March 1, 2020**). **SAC 181, LLC** was the **landlord** at all relevant times and bore the statutory obligations under **S.C. Code Ann. § 27-40-410**, **regardless of which property manager acted as its agent from time to time.**
55. **Chain of custody—managers/agents.** The property was managed, in sequence, by: **(i) William Olasov** (at inception, 2020), **(ii) Roadstead** (from 2020 through **December 27, 2023**), and **(iii) Meridian Residential Group, LLC** (effective **December 27, 2023**). The **management change to Meridian** was confirmed by Defendants’ **January 5, 2024** email (effective date **12/27/2023**) and further acknowledged by the **January 5, 2024** communication that “**the property owner is fully aware of this change.**” (*Ex. F-3*).
56. **Trigger and violation.** Plaintiffs **terminated and surrendered possession** on or about **August 1, 2025**, with a forwarding address on file. Under **§ 27-40-410(a)**, the **landlord (SAC 181, LLC)** was required—**within 30 days of the later of** termination, delivery of possession, or demand - to **return** the deposit and provide a **written itemization** of any lawful deductions. Defendants failed to comply. (*Ex. F1/2*)
57. **Late mailing and fabricated envelope image.** On **September 5, 2025**, after Plaintiffs’ written demand, Defendants transmitted an **image/PDF of an envelope** bearing the **stamped “EMAILED” and handwritten “8/28/25”**, which **do not constitute a USPS postmark** and whose filename shows **creation on September 5, 2025**. Checks were **actually mailed September 8, 2025** and received **approximately September 10, 2025.** (*Ex. F-1/2*).
58. **Remedies.** Under **§ 27-40-410(b)**, Plaintiffs are entitled to **three times the amount wrongfully withheld plus reasonable attorney’s fees**, together with **pre- and post-judgment interest** and any additional relief permitted by **§ 27-40-410(d).**

Relief on Count I: Judgment for **treble the wrongfully withheld amount; reasonable attorney’s fees; costs; interest;** and such further relief as the Court deems proper.

Count II – Fraudulent Misrepresentation (Rule 9(b) Particularity)

59. Who/What/When/Where (particulars):

- i. **August 28–Sept. 5, 2025 (email):** Tara R. Bayles represented that deposit checks “**were mailed Aug 28**” and supported this with an **envelope image** implying an official postmark; the representation was **false** (mailing occurred **Sept. 8**).
 - ii. **July 14, 2025 (phone call with Meaghan):** Addison Bayles represented that “**AI technology would be used to remove Plaintiffs and their belongings**” from listing photos/virtual tour. Defendants **lacked** such capability and **published** Plaintiffs’ images and personal effects anyway. (*Ex. C-2*)
 - iii. **May 29–June 29, 2025 (notice/listing):** Defendants represented that the NTV issued on **May 29** was for “**renovations,**” yet the **property was listed for rent** beginning **June 29 without renovations**. (*Ex. C-1*)
60. The foregoing **statements were material and false** when made; Defendants **knew** they were false or made them with **reckless disregard** for truth.
61. Defendants **intended** Plaintiffs to **rely**, and Plaintiffs **reasonably relied** by (a) permitting interior/Matterport photography, (b) delaying deposit enforcement, and (c) absorbing increased housing costs and disruption.
62. Plaintiffs suffered **actual, consequential, emotional-distress, and dignitary** harms, including **privacy harms** and costs associated with the prolonged withholding of funds.
63. The **means and repetition** of the deceit (fabricated envelope markings; false “AI removal”; pretextual “renovations”) demonstrates **willfulness**, supporting **punitive damages** and **fees** where authorized. **Fraud is pled with the particularity required by Rule 9(b), SCRCF.** (*Ex. A; Ex. C-3.*)
64. Defendants’ **post-violation cover-ups**—including **fabricated “postmark” imagery** to mask statutory noncompliance and “**COMING SOON**” edits following Plaintiffs’ takedown demands - evidence **consciousness of wrongdoing** and **willful deception**. (*Ex. E; Ex. F.*)

Relief on Count II: Compensatory and consequential damages, punitive damages, fees and costs as allowed, and interest.

Count III – Breach of Contract

65. Plaintiffs and **SAC 181, LLC** entered a **valid written lease** for **181 Gordon Street**; **SAC 181, LLC** performed through its property managers **at the relevant times**, including **William Olasov (2020)**, **Roadstead (2020–Dec 27, 2023)**, and **Meridian (Dec 27, 2023 onward)**..
66. Plaintiffs **performed** all material obligations and **timely surrendered possession** on or about **August 1, 2025**.
67. Defendants **breached** the lease and statutory duties incorporated therein by:
- i. **Failing** to timely **return** the **\$2,595** deposit within the **§ 27-40-410** window; (*Ex. F.*)
 - ii. **Failing** to provide a **lawful written itemization** of any deductions (*Ex. F.*); and
 - iii. **Providing fabricated or misleading documentation** to mask noncompliance. (*Ex. F.*)
68. As a **direct and proximate** result, Plaintiffs suffered **actual and consequential** damages (including cash-flow harm; replacement housing costs; time/mileage; and enforcement costs).

Relief on Count III: Actual and consequential damages, fees and costs where authorized by statute/contract, and **interest**.

Count IV – Retaliatory Conduct (S.C. Code Ann. § 27-40-910)

69. **§ 27-40-910(a)** prohibits a landlord from **retaliating** against a tenant who, in good faith, **complains** of violations or **exercises rights** under the Act. Plaintiffs **requested safety and habitability** measures on **May 23, 2025**. Within **six days (May 29)**, Defendants issued an NTV and later **listed** the unit **without renovations**. (*Ex. B; Ex. N.*)
70. The **temporal proximity, pretextual justification, and pattern** of misrepresentation establish a **prima facie retaliation**. Where retaliation is established, **§ 27-40-910(b)** entitles the tenant to the **remedies provided in § 27-40-660** and related relief. (*Ex. N; Ex. O.*)
71. **July 17 email evidences cooperation and reveals retaliatory purpose**. Plaintiffs’ **July 17** writing (*Ex. K*) confirms they **accommodated** showings, proposed **reasonable scheduling**, flagged **safety** as the sticking point (not rent), and expressly asked **why** Defendants “do not want us here anymore.” That contemporaneous request for transparency - amid active **occupied-home showings** - undermines any claim that vacant possession was needed for “renovations” and supports a finding that the **May 29** NTV was an act of **reprisal** for asserting rights) (*Ex. C-1; Ex. N; Ex. O.*)

72. **Pricing/delisting conduct as post hoc pretext.** The **price increase** days after the July 17 email, followed by **tactical delisting** while **images remained live**, is consistent with an effort to **retrofit** a “renovation” story after Plaintiffs **exposed the inconsistency**—not with a legitimate operational need to displace tenants) (*Ex. K, Ex. C-1*)
73. Under S.C. Code Ann. § 27-40-660, if a landlord **unlawfully removes or excludes** a tenant **or wilfully diminishes essential services** by interrupting or causing the interruption of those services, the tenant may recover possession or terminate and recover **three months’ periodic rent or twice actual damages (whichever is greater) plus reasonable attorney’s fees**. Plaintiffs plead in the alternative that Defendants’ **May 29 NTV** coupled with **listing/messaging** and interference with quiet enjoyment **constituted a constructive ouster and a willful diminution of essential services**, thereby triggering § 27-40-660 remedies. (*Ex. A; Ex. C-1*)
74. **Comparator anomaly supports pretext.** Plaintiffs’ sampling of Meridian’s public listings showed **no other ads** displaying identifiable tenants or their personal belongings. Defendants’ **anomalous choice** to publish images featuring Plaintiffs (and their elderly dog’s medical condition) is **consistent with retaliatory motive and pretext**, especially in light of available alternatives (e.g., prior empty-unit photos). (*Ex. C-4 – includes virtual tour screenshots with Rocket in diapers; Ex. C-5 – examples of other Meridian listings showing no tenants or tenant belongings*)
75. **Resulting harms include foreseeable injury to a dependent animal.** The retaliatory termination and rushed displacement **directly caused** the distressing incident in which Rocket - Plaintiffs’ elderly, blind dog - **became stuck under furniture** in the new environment, compounding Plaintiffs’ **emotional distress** and illustrating the **foreseeable consequences** of Defendants’ conduct. (*Ex. C-4*).

Relief on Count IV: Statutory damages consistent with § 27-40-660 (as available), **fees and costs**, and **injunctive/declaratory** relief curbing further retaliatory practices.

VI. Additional Causes of Action (Counts V–VIII)

Plaintiffs re-allege and incorporate by reference all preceding paragraphs (including definitions and exhibits) as if fully set forth herein.

Count V — Negligence / Statutory Negligence (Habitability, Care, and Listing/Privacy Safeguards)

76. **Duty.** As **landlord/owner** and as **property managers/agents**, Defendants owed Plaintiffs duties of **reasonable care** and **statutory duties** under the **South Carolina Residential Landlord and Tenant Act** (including, without limitation,

to maintain fit and habitable premises; to make repairs; to comply with applicable codes; and to refrain from conduct that unreasonably endangers tenant safety, privacy, or peaceful enjoyment).

77. **Breach.** Defendants breached those duties by, among other things:
- i. **Issuing a pretextual NTV** six (6) days after safety/repair requests and **listing the property without renovations**; (*Ex. A*)
 - ii. **Arranging and conducting interior/Matterport photography** via **misrepresentation** (“AI removal”), then **publishing/syndicating images** revealing Plaintiffs, their belongings, and private interior layout; (*Ex. C-3*)
 - iii. **Failing to supervise** vendors/agents and **failing to implement safeguards** to prevent unauthorized use, replication, and syndication of those images;
 - iv. **Mishandling the security-deposit close-out** and **fabricating/mischaracterizing mailing/postage evidence**, causing delay and financial harm. (*Ex. F1-3*)
 - v. **Post-misconduct concealment tactics**, including fabricated postmark imagery to mask late deposit processing and “COMING SOON” overlays/modifications after takedown demands, to impede accountability. (*Ex. F1-3; Ex. E*)
78. **Causation and Damages.** Defendants’ breaches were the **direct and proximate cause** of Plaintiffs’ injuries, including **economic losses, loss of use/quiet enjoyment, privacy/dignitary harms, time and mitigation costs, and emotional distress**, all in amounts to be proven at trial.
79. **Aggravation.** The **pattern and duration** of misconduct—despite preservation/takedown demands—supports an award of **punitive damages** for willful, wanton, or reckless conduct.

Relief on Count V: Judgment for **actual and consequential damages, punitive damages, costs, interest**, and such other relief the Court deems just.

Count VI — Declaratory Judgment: Single Business Enterprise, Alter-Ego (Veil-Piercing) and, in the alternative, Joint Venture/Agency

80. **SBE / Alter-Ego (veil-piercing).** Under *Pertuis v. Front Roe Restaurants, Inc.*, South Carolina permits veil-piercing where (1) there is **intertwined ownership/operations** and (2) honoring the form would **promote injustice**. The analysis is equitable and fact-intensive; courts look to **unity of interest/control** and **abuse/inequity**.

81. **Legal standards (joint venture/agency—alternative).** Separately, where two or more actors **share control** over the venture and instrumentalities (here: property, listings, imaging, deposit handling, and revenue), **agency/vicarious liability** attaches across participants..
82. **Intertwined operations (record-based).** Co-defendant Meridian’s **verified cross-claim** admits:
- A. **SAC owned the property** at 181 Gordon, i.e., owner-level authority/control, ; (*Ex. I – 181 Gordon title.*)
 - B. **SAC “hired Defendant Meridian as the property manager at several properties including 181 Gordon Street, Charleston, SC”,** evidencing a **portfolio-scale** relationship rather than a one-off arms-length engagement, ; (*Ex. H*)
 - C. **SAC and Meridian entered a management agreement authorizing Meridian to lease/manage on SAC’s behalf,** confirming operational integration/agency, ;(*Ex. H*)
 - D. Plaintiffs’ damages (to the extent Meridian is liable) were “**a direct and proximate result of the wrongful acts, omissions, and negligence of SAC,**” fixing owner-level breach/causation, ; (*Ex. H*)
 - E. Meridian’s liability, if any, is “**secondary or passive,**” and Plaintiffs’ damages were “**solely and proximately caused by the active or primary fault of SAC,**” fixing owner-level primary fault, . (*Ex. H*)

These **party-opponent admissions** are competent record proof of **unity of interest, control, and agency.**

83. **Abuse/injustice indicators (badges).** Additional badges include: (i) **insider, nominal-consideration** conveyance (Meridian → Tara Bayles for **\$5.00** in Orangeburg County, 2021) evidencing disregard for separateness (*Ex. L.*); (ii) **misrepresentation** to procure interior imaging (“AI removal”), (iii) **retaliatory termination** within six days of safety requests (*Ex. A.*), and (iv) **manipulation** of deposit/“postmark” documentation (*Ex. F1-3.*). Respecting formal separateness amid these facts would **sanction an inequity.**
84. **Admissions as veil fuel.** The admissions summarized above **independently** satisfy the “intertwined operations/control” prong and **anchor** the injustice analysis: owner-level **primary fault** and **wrongful acts/omissions** are pleaded **by the co-defendant itself** (seeking indemnity). That is exactly the sort of **record-based** proof that justifies **SBE/alter-ego** treatment. (*Ex. H*)
85. **Alternative: joint venture/agency.** If the Court elects not to pierce, it should declare that SAC/Altman and Meridian acted as a **joint venture/agency**, sharing control over the property, listings, imaging, deposit handling, and revenue, thereby creating **vicarious liability** across the Enterprise Defendants.

86. **Relief.** Plaintiffs seek a declaration that the Enterprise Defendants constitute a **single business enterprise/alter-egos**, that **veil-piercing** is warranted, and that all such Defendants are **jointly and severally** liable; or, in the alternative, a declaration of **joint venture/agency** and corresponding vicarious liability; with such other equitable relief as the Court deems just.

Relief on Count VI: Entry of the requested **declarations**, together with **targeted discovery** and **adverse-inference** instructions for any spoliation related to registrations, banking, insurance, management agreements, vendor/syndication data, and listing analytics.

Count VII — South Carolina Unfair Trade Practices Act (SCUTPA), S.C. Code Ann. § 39-5-10 et seq.

87. **Trade/Commerce.** Defendants engaged in **trade or commerce** by marketing, managing, and leasing residential real estate.
88. The challenged conduct occurred “**in the conduct of trade or commerce**,” which includes the **advertising and distribution of services and real property** to the public; property-management/marketing falls squarely within § 39-5-10(b). The **public-interest** element is met by capability of repetition and multi-platform publication to the broader market.
89. **Unfair/Deceptive Acts.** Defendants committed **unfair or deceptive acts or practices**, including but not limited to:
- A. **Pretextual “renovations”** justification for the NTV while **listing the unit without renovations and conducting an occupied-home showing**; (*Ex. A; Ex. C-1.*)
 - B. **False “AI removal”** assurance to obtain interior access/content and subsequent **commercial exploitation** of images; (*Ex. C-3*)
 - C. **Shooting and publishing a pre-renovation Matterport** (under the false guide of using AI to remove Plaintiffs and their belongings) of Plaintiffs’ home **while stating** in the June 4 email from Dana DeVoe-Riddik that “**The owner has decided to do some renovation**” as the reason for the NTV and; (*Ex. A; Ex. C-1/3.*)
 - D. **Adjusting price and delisting** even as **images remained accessible** through syndication. This **mismatch** had the **capacity to deceive** consumers about the product offered; (*Ex. A; Ex. C-1.*)

- E. **Misleading/fabricated deposit-mailing documentation to mask statutory noncompliance;** (*Ex. F1-3.*)
- F. **Systemic practices** that place tenants at risk of retaliation, privacy invasion, and financial harm. (*Ex. J; Ex. N*)
- G. **Post-misconduct concealment and messaging** to frustrate takedown and obscure statutory noncompliance. (*Ex. E.*)

90. **Public interest and trade/commerce.** Property-management and rental marketing are “trade or commerce” within S.C. Code Ann. § 39-5-10(b). The practices alleged - retaliatory use of listings, publication of tenant images, and deceptive deposit/“postmark” communications - have the **capacity to deceive** and affect the public interest.
91. **Market context showing public impact.** Charleston County faces **systemic housing instability** (since 2011, home prices $\approx$ +78%; since 2010, rents $\approx$ +50%; **1 in 3** households cost-burdened and **1 in 6** severely cost-burdened). In this environment, property-management practices that chill safety requests, obscure deposit compliance, or publicize tenants’ identities **adversely affect the public interest**, because they deter tenants across the market from asserting lawful rights. (*Ex. M.*)
92. **Capability of repetition: pattern + procedures.** The public-interest element is satisfied where the conduct is **capable of repetition** beyond these parties. See *Singleton v. Stokes Motors, Inc.*, 358 S.C. 369, 595 S.E.2d 461, 466 (2004); *Daisy Outdoor Adver. Co. v. Abbott*, 322 S.C. 489, 473 S.E.2d 47, 49–50 (1996). Here, (i) Defendants’ own admissions show a **multi-property** management relationship, (ii) listing **workflows and vendor syndication** are standardized and repeatable, and (iii) **pattern evidence** (2018–2025 reviews/complaints) documents materially similar tenant-treatment practices. Plaintiffs incorporate (*Ex. J; Ex. N.*)
93. **Attorney General notice.** Pursuant to S.C. Code Ann. § 39-5-140(b), Plaintiffs request the Clerk’s mailing of this pleading to the South Carolina Attorney General be noted on the docket; Plaintiffs will also transmit a courtesy copy.
94. **As a direct and proximate result of Defendants’ unfair and deceptive acts described in ¶63(a)-(d),** Plaintiffs suffered **ascertainable losses**, including (without limitation) delayed return of funds, mitigation expenses, time/value losses, and harm to privacy, reputation, and business goodwill.
95. **Scienter/Willfulness.** The sequence and persistence of conduct demonstrate **willful** or **knowing** violations. **Relief on Count VII:** Judgment for **actual damages, trebled** pursuant to § 39-5-140, **reasonable attorney’s fees and costs, pre- and post-judgment interest**, and **injunctive relief** enjoining further unfair/deceptive practices (including verified removal/destruction of all unauthorized images/virtual tours and disabling of downstream syndication/caches).

Count VIII — Invasion of Privacy (Common-Law): (A) Appropriation of Likeness; (B) Public Disclosure of Private Facts; (C) Intrusion upon Seclusion

96. **Appropriation (commercial use).** Defendants **appropriated** Plaintiffs' likenesses, identities, and private interior spaces for **commercial advertising/marketing** without **knowing, voluntary, and informed consent**, including publication across multiple listing/marketing platforms for approximately three months. (*Ex. C-4*)
97. **Public disclosure of private facts.** Defendants **publicized** non-newsworthy, private facts and images concerning Plaintiffs, their possessions, pet, and the private interior layout of their residence, which would be **highly offensive to a reasonable person** and served no legitimate public purpose. (*Ex. C-4*)
98. **Intrusion upon seclusion.** Defendants **intentionally intruded** into Plaintiffs' private affairs and dwelling by **obtaining interior access/content through deception** (false "AI removal") and using that access/content in ways to which Plaintiffs **did not consent**. (*Ex. C-4*)
99. **Comparator anomaly supports pretext.** Plaintiffs' sampling of Meridian's public listings showed **no other ads** displaying identifiable tenants or their personal belongings. Defendants' **anomalous choice** to publish images featuring Plaintiffs (and their elderly dog's medical condition) is **consistent with retaliatory motive** and **pretext**, especially in light of available alternatives (e.g., prior empty-unit photos). (*Ex. C-4/5*)
100. **Elderly blind pet depicted.** Among the most egregious disclosures, Defendants published images showing **Rocket**, Plaintiffs' **17-year-old blind Carolina dog**, who required **medical diapers** due to age-related incontinence—**exposing intimate caregiving details** to wide public distribution for Defendants' marketing benefit. (*Ex. C-4*)
101. **Emotional-distress sequelae.** Following the forced displacement and **disruption of Rocket's established accommodations** in August 2025, Rocket became disoriented in the unfamiliar environment and was discovered **stuck under furniture, whimpering** after a prolonged search; the **foreseeable disruption** and exposure of home care routines caused **severe emotional distress** to Plaintiffs.
102. **Fault and Harm.** Defendants acted **intentionally or recklessly**, or at minimum **negligently**, thereby causing **dignitary and emotional harms, security/privacy risks**, and other damages to be proven at trial.
103. **Punitive Exposure.** The **willful commercial exploitation** and **persistence after takedown demands** justify **punitive damages**.

Relief on Count VIII: General/compensatory damages, punitive damages, costs, interest, and injunctive relief requiring: (i) **verified removal and deletion** of all images/virtual tours of Plaintiffs and their effects; (ii) **cessation of any further use**; (iii) **written certifications** from Defendants and their vendors/affiliates regarding deletion/disabling of **all derivatives, backups, and caches**.

Count IX - Negligent Hiring, Retention, and Supervision (Against Charles S. Altman Individually)

104. **Duty/Control.** As owner/principal of SAC 181, LLC and the controlling person across the Altman Enterprise, Altman owed a duty to exercise reasonable care in selecting, retaining, and supervising **property managers/agents entrusted with statutory compliance, privacy, and tenant-relations functions.** (*Ex. I*)
105. **Notice.** Altman **knew or should have known**—through complaints, online reviews, internal communications, with the **January 5, 2024** transition correspondence verifying his awareness of the transition- that Meridian and its managers **lacked adequate compliance controls**, including on deposit handling and privacy/marketing safeguards. (*Ex. J*)
106. **Breach.** Altman **retained and ratified** Meridian’s conduct and **failed to implement corrective supervision** despite obvious risks of **retaliation, privacy invasion, and statutory violations.** (*Ex. J*)
107. **Causation/Damages.** Altman’s negligent retention/supervision was a **proximate cause** of Plaintiffs’ losses and privacy/dignitary harms, warranting **actual and punitive damages.**

VII. Equitable & Injunctive Remedies (Tailored to Counts V–VIII)

108. In addition to monetary relief, Plaintiffs seek **narrowly-tailored injunctions and declarations** necessary to prevent further harm and to ensure complete relief, including:
 - i. **Image/Content Injunction:** immediate removal and verified deletion of all unauthorized images/virtual tours from Defendants and **all downstream platforms/vendors**, with **chain-of-custody attestations**;
 - ii. **Enterprise Discovery/Preservation:** production and preservation of **management agreements, insurance/tender files, banking/QuickBooks summaries, listing/vendor contracts, syndication/API logs, and analytics**, with **adverse inference** for any spoliation;

- iii. **Compliance Protocols:** adoption of **privacy-safeguard SOPs** for interior photography and marketing (consent forms, opt-out mechanisms, and vendor oversight).
 - iv. **Successors/Assignments.** This injunction binds successors, assigns, affiliates, and any alternative management structures used for the property(ies); Defendants must provide written notice to Plaintiffs within 10 days of any such change and certify continuing compliance.
109. **Verification protocol.** Compliance must be established by:
- i. sworn affidavits from Defendants and **all vendors/platforms** identifying every location where content was distributed;
 - ii. **screenshots** (before/after) and **URL lists** showing removal;
 - iii. **API/syndication logs** and **technical memos** describing cache-purge methods;
 - iv. **hash attestations** (SHA-256) for files flagged and deleted; and
 - v. identification of **backups/derivatives** and their deletion or access-control changes.
 - vi. **Successor notice/certification.** Sworn notice identifying any successor/assignee/affiliate involved post-order and certifying that all injunctive obligations have been communicated to and assumed by such entity.

VIII. Damages Summary (for all Counts)

110. Plaintiffs seek, as applicable by Count: **actual and consequential damages; treble damages** (for § 27-40-410 and SCUTPA); **statutory damages** (for retaliation remedies tied to § 27-40-660 where applicable); **punitive damages; reasonable attorney's fees and costs** where authorized; and **pre- and post-judgment interest.**
111. **Insurance disclosure.** On information and belief, Defendants maintain CGL, management E&O, or similar coverage. Intentional torts (e.g., fraud, appropriation) and SCUTPA may be excluded while negligence may be covered—creating divergent settlement incentives. Plaintiffs will seek production of policies, application materials, endorsements, reservation-of-rights and tender/coverage correspondence in discovery.

IX. Prayer for Relief

WHEREFORE, Plaintiffs respectfully pray for judgment **jointly and severally** against all Defendants as follows:

- i. **On Count V (Negligence/Statutory Negligence):** actual, consequential, and punitive damages, costs, and interest.
- ii. **On Count VI (Declaratory — SBE/Alter-Ego/Veil-Piercing; or, in the alternative, Joint Venture/Agency):** declarations of single business enterprise/alter-ego and joint-and-several liability (or, alternatively, joint-venture/agency vicarious liability), together with the following targeted discovery and spoliation safeguards tailored to those declarations:
 - (a) **Management/indemnity production** — Production of the **SAC–Meridian** management agreement(s) and any **indemnity/defense** provisions Meridian invoked (e.g., “indemnify, defend, and hold harmless” and “without limit attorneys’ fees and costs”), so the Court can calibrate enterprise/agency remedies on a complete record.
 - (b) **Owner-control admissions as discovery compass** — Production keyed to Meridian’s verified admissions that **SAC owned the property (¶114), hired Meridian as property manager at several properties including 181 Gordon (¶115), and authorized Meridian to lease/manage on SAC’s behalf (¶116)**, including any schedules, amendments, or portfolio-wide instructions reflecting owner-level control.
 - (c) **Coverage files** — Production of all **policies** (primary and any umbrella/excess), **tenders, reservation-of-rights** letters, and **coverage communications** relating to this claim, together with privilege logs for any withheld items.
 - (d) **Vendor/syndication evidence** — A complete **platform/vendor list** (e.g., ShowMojo, AppFolio, Matterport, CoStar, Zillow/Trulia/HotPads, Apartments.com, etc.), and **native audit logs** (CSV/JSON) showing upload, syndication, edits, takedowns, and cache status for stills and the virtual tour; associated **contracts/SLAs** and deletion/retention policies.
 - (e) **Banking/registrations/listing analytics** — Limited **banking** records sufficient to trace **security-deposit** handling; **entity registrations** evidencing unity of

operations; and **listing analytics** (impressions, clicks, dwell time) across platforms for injunctive calibration and damages.

(f) **Spoliation safeguards — Adverse-inference** instructions for failure to produce or preserve management agreements/indemnity provisions, coverage files, vendor logs, or listing analytics; immediate **preservation** of all originals and server-side data (including caches/CDNs) pending production.

(g) **Verified compliance & successor binding** — Sworn **affidavits** from Defendants and vendors (i) identifying every platform where content was distributed, (ii) attaching **screenshots** showing removal/deletion, and (iii) describing **cache/API purge** steps; the injunction and discovery obligations to **bind successors, assigns, and alternative management structures**, with **10-day notice** of any change.

- iii. **On Count VII (SCUTPA):** actual damages **trebled**, reasonable attorney’s fees and costs, interest, and injunctive relief.
- iv. **On Count VIII (Invasion of Privacy):** general/compensatory and punitive damages, costs, interest, and image/content injunction (verified deletion, cessation of use, cache/derivative disablement).
- v. **Security-deposit trebling, fee-shift, and retaliation remedies** as pleaded in earlier counts by incorporation.
- vi. **Primary responsibility & joint/several liability anchored in co-defendant admissions.** Enter judgment declaring that **SAC 181, LLC** and **Charles S. Altman**, individually, bear **primary responsibility** for all damages, with joint and several liability across all Enterprise Defendants, based on Meridian/Bayles’ verified admissions that: (i) **SAC owned the property** (§114); (ii) **SAC hired Meridian as property manager at several properties including 181 Gordon** (§115); (iii) **SAC authorized Meridian to lease/manage on SAC’s behalf** (§116); (iv) any Meridian liability would be “**a direct and proximate result of the wrongful acts, omissions, and negligence of SAC**” (§123); and (v) Plaintiffs’ damages “**were solely and proximately caused by the active or primary fault of SAC**” (§125).
- vii. **Indemnity limitation & production.** Declare that any SAC–Meridian indemnity **cannot** shift liability for **intentional torts/statutory unfair practices** and **order production** of the management agreement(s) and indemnity provisions Meridian references (“indemnify, defend, and hold harmless” and “without limit attorneys’ fees and costs”), so the Court may enforce enterprise and agency remedies on a complete record.

- viii. **Attorney's fees.** Statutes cited (e.g., § 27-40-410, § 27-40-660, SCUTPA § 39-5-140) authorize reasonable attorney's fees; Plaintiffs **reserve the right** to seek fees for any phase in which they are represented by counsel, and in all events seek **taxable costs and interest** as permitted.
- ix. **Avoidance of duplicate recovery.** Plaintiffs seek all remedies authorized by statute and common law (including **treble** or **punitive** where available). To the extent any award would compensate the **same injury** under multiple theories, Plaintiffs request the Court structure the judgment to **avoid duplicate recovery** while ensuring **full compensation** for all **distinct harms**.
- x. **Such other and further relief** - legal and equitable - as the Court deems just and proper.

X. Jury Demand

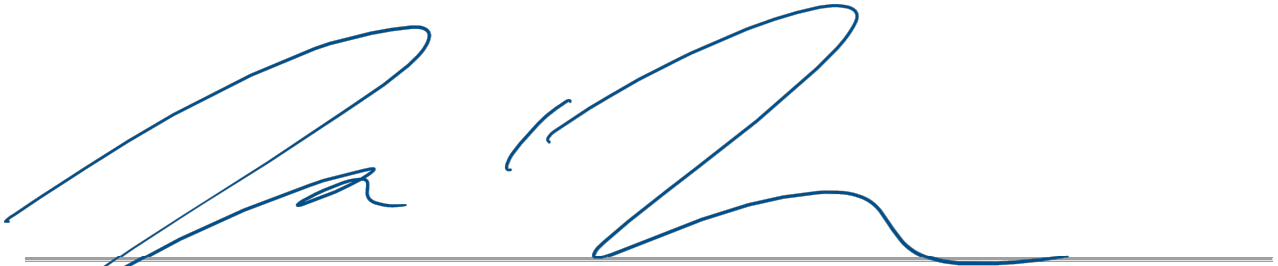
Plaintiffs demand a **trial by jury on all issues so triable** as a matter of right. Plaintiffs acknowledge that certain equitable issues (e.g., declaratory and injunctive relief) may be determined by the Court consistent with South Carolina law.

XI. Reservation of Rights; Amendment to Conform to the Evidence

- A. Plaintiffs reserve all rights to **amend this pleading** under **Rule 15, SCRC**P, including to add parties, claims, and particulars as additional facts are developed in discovery, and to **conform the pleadings to the evidence** adduced at any hearing or trial.
- B. **Settlement posture (cooperation ladder).** Plaintiffs reserve the right to enter separate settlements with individual Defendants and to continue prosecution against non-settling Defendants. Substantial cooperation—including truthful testimony and fulsome document production regarding other Defendants' conduct—will be credited when evaluating settlement terms.
- C. **Openness and resolve.** Plaintiffs acknowledge the costs and strain of litigation and remain open to reasonable settlement that provides fair compensation and meaningful consequences. Plaintiffs are fully prepared to prosecute this matter through **trial and appeal** to vindicate their rights and deter similar conduct.

XIII. Signature Block

Respectfully submitted this 30th day of October, 2025.

A handwritten signature in blue ink, appearing to be 'Chris McNeil', written over a horizontal line.

James C. ("Chris") McNeil, Pro Se
P.O. Box 30386, Charleston, SC 29417
chris@thaut.io

A handwritten signature in blue ink, appearing to be 'Meghan Poyer', written over a horizontal line.

Meghan Poyer, Pro Se
P.O. Box 30386, Charleston, SC 29417
mcneilandpoyer@gmail.com

EXHIBIT A

NTV / Termination

- **NTV - Non-Renewal.pdf** (May 29 “ghost” email with no message body or identifiable sender)
- **Re_ Lease Status and Rent Confirmation.pdf** (Jun 4 email with “owner renovations” claim)
- **ntv_non_renewal_meaghan_poyer_052925.pdf** (identical attachment from both of above emails)

From: [Meridian Residential Group](#)
To: [chris.thaut.io](#); [mcneilandpoyer@gmail.com](#)
Subject: NTV - Non-Renewal
Date: Thursday, May 29, 2025 9:15:34 AM
Attachments: [ntv_non_renewal_meaghan_poyer_052925.pdf](#)

No content.

From: [Assistant Manager](#)
To: [chris.thaut.io](#); [Meridian Manager](#)
Cc: [C&M McNeil](#)
Subject: Re: Lease Status and Rent Confirmation
Date: Wednesday, June 4, 2025 3:29:29 PM
Attachments: [ntv_non_renewal_meadhan_pover_052925.pdf](#)
Importance: High

Good afternoon,

Per the email sent on 5/29/2025 (shows it was opened), a Notice to Vacate 181 Gordon St by July 31, 2025 at 11:59pm.

The owner has decided to do some renovations and you are asked to vacate the property at 181 Gordon St.

Thank you for your time and attention to this matter. Please see attached Notice to Vacate.

Dana DeVoe-Riddick

Assistant Manager

Meridian Residential Group

8310 Rivers Ave. Suite B

North Charleston, SC 29406

Phone 834-996-4987

From: chris thaut.io <chris@thaut.io>
Sent: Wednesday, June 4, 2025 3:12 PM
To: Meridian Manager <manager@meridianres.net>; Assistant Manager <assistant@meridianres.net>
Cc: C&M McNeil <mcneilandpoyer@gmail.com>
Subject: Lease Status and Rent Confirmation

Hi Stephanie,

I hope you're doing well.

We wanted to follow up because we never received a reply to our email of May 23 that outlined a few reasonable requests – mostly safety related - regarding the lease renewal options that were provided earlier. We went into the portal recently and noticed that the two lease options that had been listed (12-month and month-to-month) are no longer visible.

Since we now don't have access to a revised lease to review or sign, and the rent currently listed in the portal matches the prior month-to-month rate, we're assuming we are continuing on a month-to-month basis under the existing lease.

Please let us know if that's not correct or if anything further is needed from our end.

We appreciate your time and look forward to your response.

Best regards,

Chris McNeil & Meaghan Poyer

Chris McNeil
Founder, Thaut
Strategic Thought Leadership Coaching & Consulting
Thought Leadership Marketing

Mobile 843.818.3495

<http://thaut.io>

Host of Podcast: [Thought Leadership Studio](#)

Author of (upcoming): [Strategic Thought Leadership: The Book](#)

LinkedIn

<https://www.linkedin.com/in/chris-mcneil-chs/>



05/29/2025

Meaghan Poyer, James McNeil
181 Gordon St
Charleston, SC 29403

NOTICE TO VACATE

To: Meaghan Poyer, James McNeil, and all others in possession.

The purpose of this notice is to terminate your tenancy of the below-described premises on **July 31, 2025, at 11:59 p.m.** Per the terms of your lease agreement.

The premises are situated in Charleston, County of Charleston County, state of **South Carolina**, designated by the number and street as:
181 Gordon St Charleston, 29403

If you fail to perform or otherwise comply, the owner/landlord will institute legal proceedings to recover rent, charges/fees, damages, and possession of said premises, which could result in a judgment against you, including costs and necessary disbursements together, with damages as allowed by law for such unlawful detention. If you fail to fulfill the terms of your obligations, the Landlord and/or Landlord's Agent can submit a negative credit report reflecting your credit to a credit report agency.

Please note: you are required to pay rent for the entire notice period, even if vacating earlier than the required date. You are not to re-rent the property; refer all potential tenants to Meridian Residential Group

Agent: Tara Bayles

Date: 05/29/2025

Meridian Residential Group
8310 Rivers Ave. Suite B

North Charleston, SC 29406

Phone (843) 996-4987

www.meridianresidentialgroup.com

EXHIBIT B

Safety/Lease Renewal (Protected Activity)

Good faith Lease Renewal Proposal from plaintiffs.

From: chris.thaut.io
To: [Meridian Manager](#); [Assistant Manager](#)
Cc: [C&M McNeil](#)
Subject: Lease Renewal Proposal and Term Adjustment Request
Date: Friday, May 23, 2025 5:22:00 PM

Dear Stephanie,

Thank you again for sharing the lease renewal options.

We appreciate the opportunity to continue living at 181 Gordon Street and would like to renew under terms that reflect both the history of our tenancy and the condition of the property.

We've outlined below a few important adjustments that would make the lease more workable and sustainable for us — grouped by category to simplify review.

Health & Safety Considerations

- **AC/Heating duct cleaning:** We ask that the ducts be professionally cleaned, as they have not been serviced during our tenancy and doing so would help ensure good air quality.
- **Insulation safety:** If not already done in the past, we would appreciate confirmation that the insulation has been checked for asbestos, given the age of the home.
- **Windows and screens:** Many of the windows are painted shut, and none currently have screens, which makes fresh air circulation difficult and limits safe ventilation. We ask that functional windows with screens be made available in each room.

Deferred or Previously Discussed Improvements

- **Venetian blinds replacement:** Many blinds remain broken or missing. We were told they would be replaced early in our tenancy, but that was postponed due to COVID and other circumstances. We request that blinds in disrepair be replaced for privacy and usability.
- **Fence installation option:** We'd like to retain the option to install a fence (at our expense) with prior written approval. This was discussed and verbally approved when we moved in, but never followed up on due to unexpected events.

Lease Term Flexibility

- **12-month lease with renewal or month-to-month conversion:** We propose that the lease include a clause allowing us either to:
 1. Renew for another year at the same terms, or
 2. Automatically convert to month-to-month status under the same terms, unless either party gives 60 days' notice of change.
- **Buyout option:** We appreciate that the lease includes a buyout clause. We'd like to request that the fee be reduced to the equivalent of **one month's rent** rather than two, as a reflection of our long-term tenancy and good payment history.

Pet Fee Fairness

- We paid a \$400 pet fee upon move-in for two pets. We've remained at or below that number and ask that the original arrangement remain in effect.
- If a pet rent policy is being applied, we propose a balanced structure: **\$20/month only for additional pets beyond two, and only for pets over 5 pounds.** This avoids applying charges to animals with minimal or no impact on the property. Otherwise, if we got an ant farm, that could run in the thousands per month.

Utilities

- The current lease includes landlord-paid water and sewer, and we request that this continue. However, we're open to further discussion on this point as part of an overall agreement.

We've enjoyed living here and want to continue our tenancy with a few reasonable updates that reflect safety, fairness, and livability. Thank you for your time and consideration — we look forward to your response and continuing the conversation toward a positive resolution.

Warm regards,

Chris McNeil & Meaghan Poyer

Chris McNeil
Founder, Thaut
Strategic Thought Leadership Coaching & Consulting
Thought Leadership Marketing
Mobile 843.818.3495
<http://thaut.io>
Host of Podcast: [Thought Leadership Studio](#)

Author of (upcoming): [Strategic Thought Leadership: The Book](#)

LinkedIn
<https://www.linkedin.com/in/chris-mcneil-chs/>

EXHIBIT C Series

Listings, Images, Matterport, Syndication

- **Ex. C-1 — Initial public listing while occupied**
- **Ex. C-2 - July 14 call between “Addy” and Meaghan on Matterport**
- **Ex. C-3 - Affidavit of Meaghan Poyer (no consent for image use, misrepresentation)**
- **Ex. C-4 - Screenshots and images of some of the published stills and the virtual tour**

Ex. C-1 — Initial public listing while occupied

Via Redfin Sales & Tax history

OverviewFeesAmenitiesSchoolsSale & Tax History

Sale HistoryTax History

Today

Sep 23, 2025

Listed for Rent

\$5,276/mo

Date

APPFOLIO #2

Price

Rental description

This home is currently under renovation and will be availble for move-in October 2025. The kitchen will feature new shacker style cabinets, quartz countertops and stainless steel appliance. DISCLAIMER. Applicant(s) must take occupancy within 14 days from the date of application or unit availability date. At Meridian Residential Group, we strive to provide an experience that is cost-effective and convenient. That's why we provide a Resident Benefits Package (RBP) to address common headaches for our residents. Our program handles pest control, air filter changes, utility set up, credit building and more at a rate of \$45.00/month, added to every property as a required program. More details upon application. In addition to RBP, we provide access to liability insurance that meets your needs. Please note this property is managed by Meridian Residential Group, rental applications and payments are only accepted online via our company website. Meridian will never ask for payment via Cash, Cash App, Venmo, PayPal, or any other third-party app. Contact us to schedule a showing.

Show less ^

Jul, 2025

Jul 26, 2025

Rental Removed

\$5,276/mo

Date

SHOWMOJO #1

Price

Jul 19, 2025

Price Changed

\$5,276/mo

Date

SHOWMOJO #1

Price

Jun 29, 2025

Listed for Rent

\$3,050/mo

Date

SHOWMOJO #1

Price

Ex. C-2 - July 14 call between “Addy” and Meaghan on Matterport

yealink

No Service

History Details

2 13 PM 2025-09-19



Name: 8432616344
Number: 8432616344
Time: 2025-07-14 8:43:29 AM
Line: Line 1
Duration: 00:08:02

123/300



T48S

Ex. C-3 - Affidavit of Meghan Poyer

Describes misrepresentation of Matterport Tour by Addison Bayles: “AI will be used to remove you and your belongings” and lack of consent any images of Plaintiffs and their belongings to be posted online, including the still imagers from the earlier shoot by Meridian predecessor Roadstead that was done under the premise of an “inspection” .

AFFIDAVIT OF MEAGHAN POYER

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, Meaghan Poyer, being duly sworn, state under oath as follows:

1. I am over 18 years of age, competent to testify, and make this affidavit based on my personal knowledge.
2. My husband, James C. "Chris" McNeil, and I resided at **181 Gordon Street, Charleston, South Carolina** from 2020 through August 2025.
3. On **July 14, 2025**, I received a **text message** from **Meridian Residential Group** stating they would be coming to 181 Gordon Street to take pictures. The text contained a mismatch between the stated date and day of the week and conflicted with our lease's 24-hour notice requirement. I requested a phone number to discuss.
4. That same day, I **called 843-261-6344** from my **College of Charleston office phone (843-953-4884, VoIP Yealink T48)** and spoke with a woman who identified herself as **"Addy."** We clarified the correct appointment date/time. I told her she needed to coordinate with my husband because he works from home and often has meetings.
5. I asked **what** Meridian intended to photograph. "Addy" said they were coming to **photograph the interior using Matterport** and asked that we **secure our pets**.
6. I told her our home was **not in a state to be photographed** and that **we did not want ourselves or our personal belongings appearing in any images posted online**.
7. "Addy" stated that **with Matterport, we and our personal belongings would be removed from the images**. I understood that to mean that no image or tour made available to the public would display us or our belongings.
8. Based on that representation, we allowed interior imaging to occur the next day. At **no time** did I sign or receive **any written consent or release** authorizing capture or publication of our likenesses, identities, or belongings for marketing purposes.
9. **Roadstead still-photo set**. Separate from the 2025 Matterport session, there exists a **still-photo set** that Roadstead captured during a purported "inspection" while we were tenants (believed to be **in or about 2022**). In **September 2025**, I personally observed these **still images**—which depict **me** and our **personal belongings** and interior rooms—**published on multiple rental websites**. I saw them on, for example, **Zillow, Trulia, HotPads, Redfin, and Apartments.com**, and understand from the screenshots and listings that they were **syndicated to at least ~15 platforms** (and possibly more through downstream feeds).
10. **Meridian Matterport virtual tour (7/15/2025; embedded/linked distribution)**. On **July 15, 2025**, Meridian arranged a **Matterport** interior imaging session. The

resulting **virtual tour** depicts **my husband, James (“Chris”) McNeil**, our dog **Rocket** (elderly, blind, wearing **medical diapers**), and our **Thaut Thought Leadership** materials/signage. I personally accessed the tour via **links embedded** in rental listings and via a **direct URL**; the tour remained **publicly viewable** until **on or about September 23, 2025**, when the link returned “**Page Not Found.**”

11. **Distinct sources; no written consent for either.** At **no time** did I sign or receive **any written consent or release** authorizing **commercial publication** of (a) the **Roadstead still-photo set** or (b) the **Matterport tour**. Roadstead took pictures as part of an “inspection” and I permitted the July 15 imaging **only** because Meridian told us that “**AI**” **would remove us and our belongings** from any images made publicly available.
12. **Duration and scope as I personally observed.** I observed the **Roadstead stills** displayed on multiple platforms **from on or about September 18, 2025 through at least September 23, 2025**, and I observed the **Matterport tour** that was available until **September 23, 2025**. I do **not** know the **full extent** of distribution; based on what I saw.
13. The facts stated above are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Meaghan R Poyer

Meaghan Poyer

Subscribed and sworn to before me this 23 day of October, 2025, by **Meaghan Poyer**, who is personally known to me or produced identification

Enid R. Idelsohn

Notary Public for South Carolina

Printed Name: ENID R. IDELSOHN

My Commission Expires: MAY 2, 2034
(Seal)

ENID R. IDELSOHN

Notary Public - State of South Carolina

My Commission Expires

May 2, 2034

Ex. C-4 - Screenshots and images of some of the published stills and the virtual tour

3 images of Meaghan on Zillow (1 in mirror)

https://www.zillow.com/homedetails/181-Gordon-St-Charleston-SC-29403/10909318_zpid/

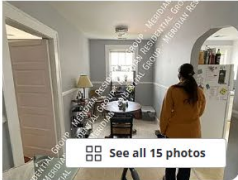
Listing

https://www.zillow.com/homedetails/181-Gordon-St-Charleston-SC-29403/10909318_zpid/

Get a map < Back to search

Zillow Save Share More

Off market



See all 15 photos

Zestimate®
\$918,600
181 Gordon St, Charleston, SC 29403

Est. refi payment: \$5,122/mo [Refinance your loan](#)

Single Family Residence	Built in ----	-- sqft lot
\$918,600 Zestimate®	\$515/sqft	\$3,553 Estimated rent

Home value

3 beds 2 baths 1,784 sqft

Get a cash offer in 3 minutes

Find out how much your home could sell for in as little as 3 minutes with a no-obligation cash offer.

Estimated market value
\$918,600
What is this number?

[Start now](#)

Sort: Homes for You

Broker Reciprocity

qft - Townhouse for sale
H21, Charleston, SC 29401

qft - House for sale
eston, SC 29407

Images of Meaghan –

zillow.com/homedetails/181-Gordon-St-Charleston-SC-29403/10909318_zpid/?mmlb=g,4

Photos



Off Market: \$918,600 (3 beds, 2 baths, 1,784 Square Feet)

In mirror

 zillow.com/homedetails/181-Gordon-St-Charleston-SC-29403/10909318_zpid/?mmlb=g,6

Photos

181 GORDON ST

7 of 15



CALL OR TEXT 843.896.2467

Off Market: \$918,600 (3 beds, 2 baths, 1,784 Square Feet)

In doorway

 [zillow.com/homedetails/181-Gordon-St-Charleston-SC-29403/10909318_zpid/?mmlb=g,12](https://www.zillow.com/homedetails/181-Gordon-St-Charleston-SC-29403/10909318_zpid/?mmlb=g,12)

Photos



Off Market: \$918,600 (3 beds, 2 baths, 1,784 Square Feet)

[https://www.realtor.com/rentals/details/181-Gordon-St Charleston SC 29403 M59688-00267](https://www.realtor.com/rentals/details/181-Gordon-St_Charleston_SC_29403_M59688-00267)

realtor.com/rentals/details/181-Gordon-St_Charleston_SC_29403_M59688-00267

***Time's running out.
3 months of nonstop music.***



Individual plan only. \$11.99/month after. Terms and conditions apply.
Open only to users who haven't already tried Premium.

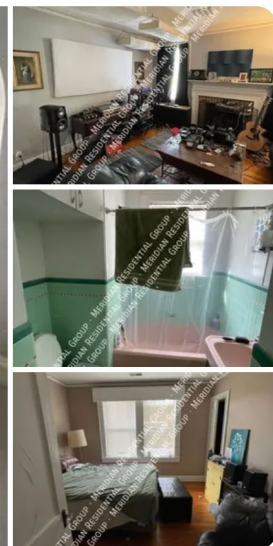
[Buy](#) [Sell](#) [Rent](#) [Mortgage](#) [Find an Agent](#) [My Home](#) [News & Insights](#)

Manage rentals

Charleston, SC



[Rentals](#) > [South Carolina](#) > [Charleston County](#) > [Charleston](#) > [29403](#) >



Get moving_quotes

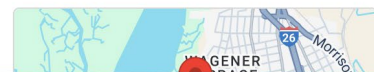
- Off-market



 This property is not currently for rent or sale on Realtor.com.

The description and property details below are from when the property was last available for rent.

3 bed 2 bath 1,784 sqft



Below with time/date bottom right

realtor.com/rentals/details/181-Gordon-St-Charleston_SC_29403_M59688-00267

Free 5G phones

With 24 monthly bill credits when you add a qualifying line. For well-qualified customers, plus tax & \$35 device connection charge req'd.

Get yours now

Contact us before cancelling entire account to continue remaining bill credits, or credits stop & balance on required finance agreement is due (e.g., \$299.97 - promo ends 02/20/25). Bill credits end if you pay off device early. Tax on pre-credit price due at sale. Limited time, subject to change. Qualifying credit and service (\$50+/mo. plan w/ AutoPay plus taxes/fees) required.

realTOR.com

Buy Sell Rent Mortgage Find an Agent My Home News & Insights

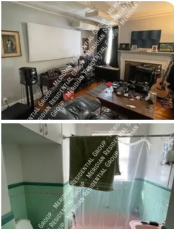
Manage rentals Advertise

Log in Sign up

Back Charleston, SC Rentals South Carolina Charleston County Charleston 29403 181 Gordon St



All 15 photos



Get moving quotes

Off-market

This property is not currently for rent or sale on Realtor.com.

The description and property details below are from when the property was last available for rent.

3 bed 2 bath 1,784 sqft



Sign up for property alerts

Save this listing and we'll send you email notifications about this property.

Get notified

Free 5G phones

With 24 monthly bill credits when you add a qualifying line. For well-qualified customers, plus tax & \$35 device connection charge req'd.

Get yours now

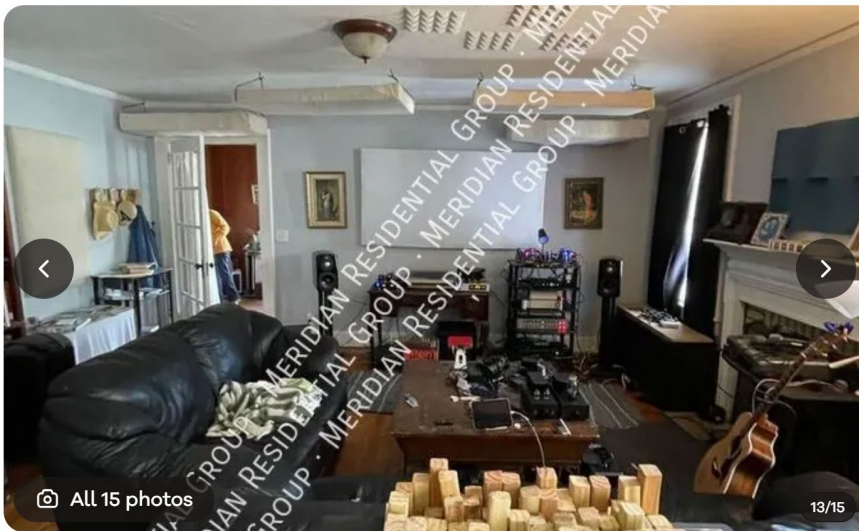
Contact us before cancelling entire account to continue remaining bill credits, or credits stop & balance on required finance agreement is due (e.g., \$299.97 - promo ends 02/20/25). Bill credits end if you pay off device early. Tax on pre-credit price due at sale. Limited time, subject to change. Qualifying credit and service (\$50+/mo. plan w/ AutoPay plus taxes/fees) required.

ire to search



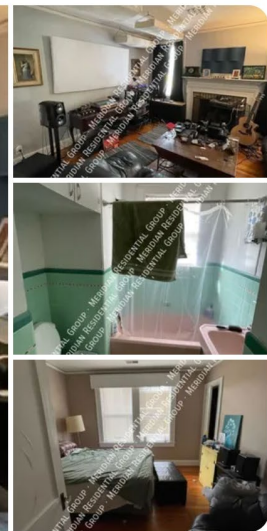
79°F

10:05 AM 9/19/2025



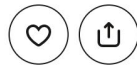
All 15 photos

13/15



[Get moving quotes](#)

● Off-market



This property is not currently for rent or sale on Realtor.com.

The description and property details below are from when the property was last available for rent.

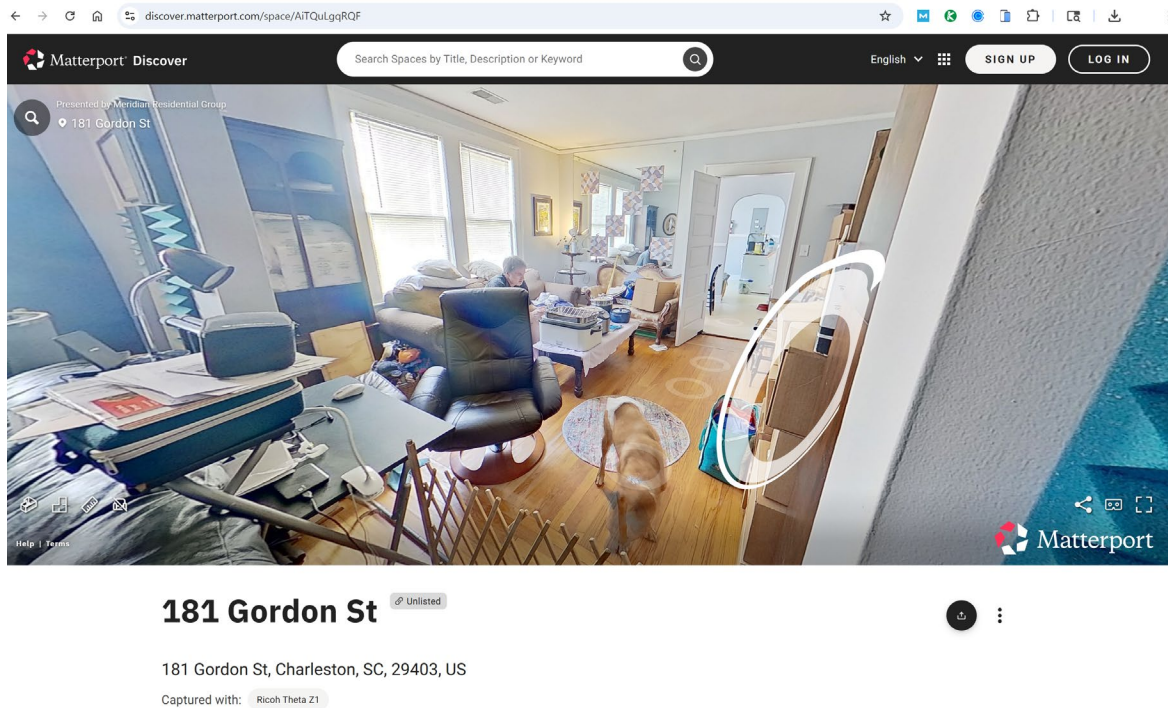
3 bed 2 bath 1,784 sqft



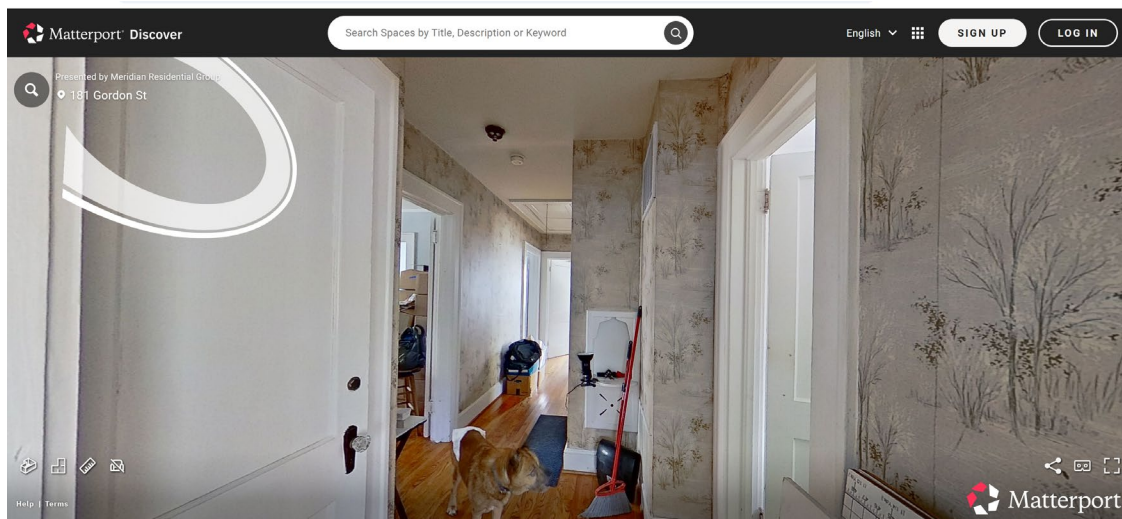
Matterport Virtual tour

<https://discover.matterport.com/space/AiTQuLgqRQF>

They show Chris McNeil and Plaintiffs' dog, Rocket in diapers in a "virtual tour" and "Presented by Meridian Residential Group". Plaintiff's company name is prominent on a sign. (time/date bottom right in first image)



Rocket is also seen in the hall



9/22/25 Sites with images and time/date stamps

Matterport with timestamp 9/22/25, day before removal

realtor.com/rentals/details/181-Gordon-St_Charleston_SC_29403_M59688-00267

Buy Sell Rent Mortgage Find an Agent My Home News & Insights Manage rentals Advertise Log in Sign up

< Back Charleston, SC Rentals > South Carolina > Charleston County > Charleston > 29403 > 181 Gordon St



Get moving quotes

Off-market

This property is not currently for rent or sale on Realtor.com.
The description and property details below are from when the property was last available for rent.

3 bed 2 bath 1,784 sqft

181 Gordon St, Charleston, SC 29403

Sign up for property alerts
Save this listing and we'll send you email notifications about this property.
Get notified

7:21:10 PM
Monday, September 22

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
31	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	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

Today 82°F / 72°F

Set up your calendars to see where you need to be

Get started

Hobbit Day
A day in the Shire

Sep 25
World Maritime Day
Anchors aweigh for fleet

Trulia 9/22/25

realtor.com/rentals/details/181-Gordon-St_Charleston_SC_29403_M59688-00267

Buy Sell Rent Mortgage Find an Agent My Home News & Insights Manage rentals Advertise Log in Sign up

< Back Charleston, SC Rentals > South Carolina > Charleston County > Charleston > 29403 > 181 Gordon St



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Today 82°F / 72°F

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Get started

Hobbit Day
A day in the Shire

Sep 25
World Maritime Day
Anchors aweigh for fleet

[Buy](#)
[Sell](#)
[Rent](#)
[Mortgage](#)
[Find an Agent](#)
[My Home](#)
[News & Insights](#)

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[Charleston, SC](#)
[Rentals](#)
[South Carolina](#)
[Charleston County](#)
[Charleston](#)
[29403](#)
[181 Gordon St](#)

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[Get notified](#)

[Get moving quotes](#)

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This property is not currently for rent or sale on Realtor.com.
The description and property details below are from when the property was last available for rent.

3 bed 2 bath 1,784 sqft

181 Gordon St, Charleston, SC 29403

7:21:10 PM

Monday, September 22

September 2025

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21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

Today 82°F / 72°F

Set up your calendars to see where you need to be

[Get started](#)

Hobbit Day
A day in the Shire

Sep 25

World Maritime Day
Anchors weigh! Eat, rent!

[Buy](#)
[Sell](#)
[Rent](#)
[Mortgage](#)
[Find an Agent](#)
[My Home](#)
[News & Insights](#)

[Manage rentals](#)
[Advertise](#)

[Log in](#)
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[Rentals](#)
[South Carolina](#)
[Charleston County](#)
[Charleston](#)
[29403](#)
[181 Gordon St](#)

All 15 photos

Get moving quotes

Off-market

This property is not currently for rent or sale on Realtor.com.
The description and property details below are from when the property was last available for rent.

3 bed 2 bath 1,784 sqft

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Today 82°F / 72°F

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Get started

Hobbit Day
A day in the Shire

Sep 25

World Maritime Day
Anchors aweigh for fun!

Ex. C-5 - Comparator listings (Meridian ads that do not show tenants).

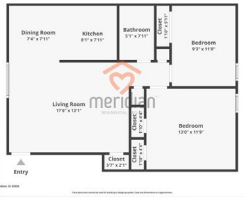
All other Meridian listings examined only show empty units or with staged furnishings. No other listings appear “lived in”.

meridianresidentialgroup.com/listings/detail/d811fadd-97a6-4968-a5ec-aed9f57333a7

meridian

Home Services Availability About FAQ Contact Resident Benefits Package

20 images



RENT
\$1,469
Available NOW

2 beds 1 bath 880 sqft.

108 Pinewood St, Apt. #A, Ladson, SC 29456
2 bed / 1 bath ~ Ladson, SC

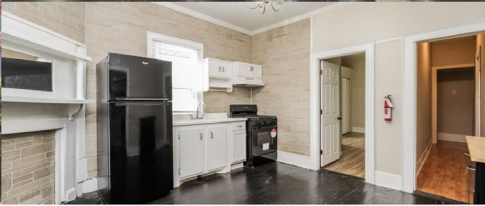
Welcome to this charming 2 bedroom, 1 bathroom house located in Ladson, SC. This cozy home features a convenient 1st floor layout, perfect for easy access. The interior boasts beautiful LVP flooring throughout, adding a touch of modern elegance. Residents will also have access to a community pool, ideal for relaxing and enjoying the warm South Carolina weather. Don't miss out on this wonderful opportunity to make this house your new home!

meridianresidentialgroup.com/listings/detail/9b7fe276-18e8-4a4a-8046-cb16a517f36e

meridian

Home Services Availability About FAQ Contact Resident Benefits Package

12 images



RENT
\$2,900
Available NOW

2 beds 2 baths 1,123 sqft.

23 North Tracy, Charleston, SC 29403
Charming Charleston Living ~ 2 bedroom / 2 bath w/flex space

Available for Move-In: TODAY!

Step into comfort and convenience with this beautifully maintained and recently renovated 2 bedroom, 2 bath home, with a study/flex space, nestled in the desirable Hampton Park Terrace district. Just minutes from WCCO, The Citadel, and College of Charleston. A Must-See! Move-in ready with stylish finishes.



RENT
\$2,930

Available NOW

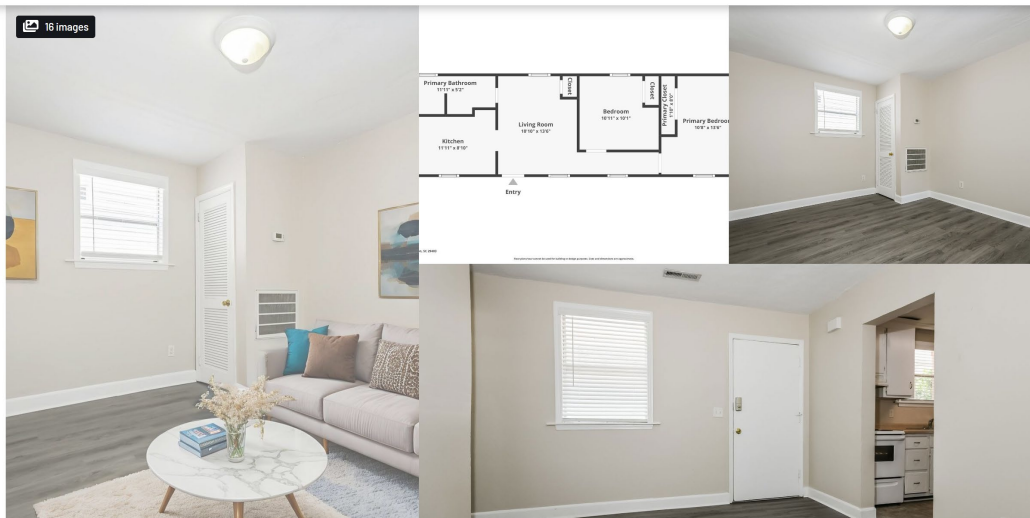
2 beds 1 bath 1,373 sqft.

114 Alexander St #B, Charleston, SC 29403

Modern 2-Bedroom Apartment in Historic Mazyck-Wraggborough

Discover the perfect combination of historic charm and modern comfort at 114 Alexander Street in the heart of Charleston's desirable Mazyck-Wraggborough neighborhood. This beautifully renovated 2-bedroom, 1-bath apartment offers a fresh and stylish living space just steps away from the best the city has to offer.

Inside, you'll find luxury vinyl plank flooring, ceiling fans for year-round comfort, sleek granite countertops,



RENT
\$1,895

Available NOW

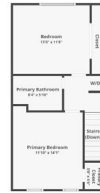
2 beds 1 bath 800 sqft.

43 Rose Lane, #C, Charleston, SC 29403

Move-In by 11/1/2025 and receive One Month Free when you sign a 18 month lease

****Move-In by 11/1/2025 and receive One Month Free when you sign a 18 month lease****

Welcome to 43 Rose Lane - a beautifully updated 2-bedroom, 1-bath apartment ideally situated in the vibrant Cannonborough/Elliottborough neighborhood of downtown Charleston. Located just off Hwy 26 and Rutledge,



RENT
\$1,566
Available NOW

2 beds **1.5 baths** **1,052 sqft.**

303 Andrea Lane, Hanahan, SC 29410 2 bedroom / 1.5 bath Townhome ~ Hannahan, SC

Large 2 bedroom 1.5 bath townhome with back patio in popular Otranto Station. The cute kitchen overlooks the living dining room combo. One (1) assigned parking space. Rent includes water, sewer, landscaping, and groundskeeping. Great location, close to Trident Hospital, shopping, restaurants, Wannamaker Park, short drive to I26. Hanahan School District. Sidewalk goes full circle around the community. Mail center and trash in front of the community. Play park and Swimming Pool on site.



RENT
\$2,395
Available NOW

1 bed **1 bath** **672 sqft.**

3 Coming St., #A, Charleston, SC 29401 1 bed / 1 bath ~ Coming October 2025

Introducing our newest addition to the Charleston, SC rental market - the 1 bed / 1 bath apartment. This renovated unit boasts modern stainless steel appliances, hardwood floors, and a convenient washer/dryer for added convenience. With off-street parking included, you can rest easy knowing your vehicle is safe and secure. Don't miss out on the opportunity to call this charming apartment home - contact us today for more information on leasing options.

EXHIBIT D

Sept 21, 2025 Evidence Preservation Notice Email and Takedown Notices.

(CoStar, Zillow, etc.)

- Takedown Notice/Image Preservation email to Eric Pettis September 21, 2025
- (move.com – realtor.com) Unauthorized Image Takedown & Preservation Request – Privacy Violation & Active Litigation (Case No. 2025-CP-10-05095).pdf
- (Zillowgroup)Unauthorized Image Takedown & Preservation Request – Privacy Violation & Active Litigation (Case No. 2025-CP-10-05095).pdf
- (Matterport)Unauthorized Image Takedown & Preservation Request – Privacy Violation & Active Litigation (Case No. 2025-CP-10-05095).pdf
- (costargroup)Unauthorized Image Takedown & Cache Elimination Required – Privacy Violation & Active Litigation (Case No. 2025-CP-10-05095).pdf

From: chris.thaut.io
To: [Eric Pettis](mailto:Eric.Pettis@mcneilandpoyer.com); mcneilandpoyer@gmail.com
Cc: [Desja Wilder](#)
Subject: URGENT - Evidence Preservation Notice - McNeil & Poyer v. SAC 181, LLC, et al. (Case No. 2025-CP-10-05095)
Date: Sunday, September 21, 2025 11:14:00 AM
Importance: High
Sensitivity: Confidential

Mr. Pettis,

This constitutes formal notice of your clients' duty to preserve evidence under South Carolina Rules of Civil Procedure **in connection with systematic privacy violations, fraudulent conduct, and newly discovered safety endangerment** arising from unauthorized commercial exploitation of our family's images and personal information.

JUSTIFICATION FOR WEEKEND NOTICE

This notice is sent on Sunday due to:

- **Ongoing Privacy Violations:** Images of my family remain published across multiple commercial platforms without consent, causing continuing damages each day
- **Safety Concerns:** Unauthorized publication of our residential address and personal images creates ongoing security risks as Plaintiffs have documented harassment history from family members requiring restraining orders and no-contact protocols. Public court documents now create searchable connections between the published address and our current location, potentially enabling continued harassment and requiring court-ordered address protection measures.
- **Evidence Destruction Risk:** Delay until business hours provides opportunity for coordinated evidence destruction or modification
- **False Endorsement/Personal Defamation:** Meridian watermarks and 'Presented by Meridian Residential Group' branding falsely associate Plaintiffs with a company they are actively suing for systematic misconduct. This creates the damaging impression that Plaintiffs endorse or affiliate with an organization documented for tenant exploitation and fraudulent practices, directly harming their personal character, integrity, and reputation. The forced association causes ongoing personal and professional damage.
- **Duty to Mitigate:** Plaintiffs have a legal obligation to mitigate ongoing damages by taking immediate action to preserve evidence and halt continuing violations

PRESERVATION REQUIREMENTS

This includes all photographs, video, and Matterport imagery originally obtained or generated by Roadstead Residential Property Management prior to Meridian's acquisition of that portfolio, as well as any files carried over, imported, or repurposed by Meridian or its affiliates. Defendants remain responsible for preserving those materials to the extent they assumed

control or benefited from them.

Your clients must immediately preserve all documents, communications, electronic files, and physical materials related to:

1. Photography and Image Usage (2020-Present)

- All photographs, videos, and virtual tours of 181 Gordon Street
- All versions of images containing Plaintiffs, their belongings, pets, or business signage
- Metadata and EXIF data for all images
- Original source files (RAW, JPEG, TIFF, Matterport cloud data), not merely exported copies
- Matterport dashboard access, accounts, and administrative controls
- All contracts with photographers, marketing vendors, or platform services

2. Platform Publications and Marketing

- All accounts, credentials, and administrative access for: Zillow, Realtor.com, Trulia, Matterport, ApartmentHomeLiving, and any other real estate or rental platforms
- All communications with platform representatives regarding image uploads, modifications, or takedown requests
- All marketing materials, brochures, or advertisements featuring the property

3. Internal Communications

- All emails, text messages, phone records, and internal communications between Meridian, SAC 181, MRG Investing, the Bayleses, and any third parties regarding:
 - Photography or marketing of 181 Gordon Street
 - Tenant privacy or consent for image usage
 - Platform management or image publication
 - This litigation or the underlying tenant relationship

4. Corporate Documentation

- All documents evidencing corporate relationships, shared operations, or unified management between defendants
- All financial records showing asset transfers, shared expenses, or commingled funds
- All professional licenses, insurance policies, and regulatory filings

ESCALATION CONSEQUENCES

- **Injunctive Relief:** Failure to immediately cease unauthorized image usage will result in emergency motion for temporary restraining order and preliminary injunction, with

defendants bearing all associated costs.

- **Regulatory Exposure:** Continued violations may trigger complaints to the South Carolina Real Estate Commission regarding systematic tenant exploitation and professional misconduct.
- **Expanded Liability:** This preservation notice covers initial evidence categories. Additional preservation requirements will follow as our investigation expands into the full scope of defendants' business practices.

IMMEDIATE ACTION REQUIRED

1. **Document Retention:** Issue litigation hold notices to all employees, contractors, and affiliates
2. **Platform Preservation:** Secure all online accounts and prevent any modifications or deletions
3. **Third-Party Notice:** Notify all vendors, photographers, and service providers of preservation duties
4. **Compliance Confirmation:** Provide written confirmation of preservation measures by **Monday, September 22, 2025, 5:00 PM**

TAKEDOWN NOTICE COORDINATION

Plaintiffs will be submitting takedown notices to all identified platforms today and tomorrow citing privacy violations and lack of consent. Your clients should coordinate with these platforms to ensure preservation of all materials before any removal occurs.

SPOLIATION CONSEQUENCES

Failure to preserve evidence may result in:

- Adverse inference instructions to the jury
- Sanctions under SCRPC Rule 37
- Independent claims for obstruction of justice under S.C. Code § 16-9-340
- Enhanced punitive damages for destruction of evidence
- Violation of Rule 37(b) (failure to comply with court order) and Rule 37(e) (ESI destruction)

ONGOING DAMAGES

Resolution Path: Immediate compliance with preservation duties and cessation of unauthorized image usage represents the most efficient path to resolution. All other paths lead to expanded litigation, regulatory scrutiny, and increased liability.

Plaintiffs will be actively monitoring all platforms and preservation compliance. Any modifications, deletions, or access restrictions will be immediately detected and reported to

the court.

Please confirm receipt of this notice and your clients' compliance measures within 24 hours.

Respectfully,

James C. ("Chris") McNeil and Meaghan Poyer

Pro Se Plaintiffs

480A Parkdale Dr

Charleston, SC 29414

chris@thaut.io | mcneilandpoyer@gmail.com

Case No. 2025-CP-10-05095

From: chris.thaut.io
To: Privacy@move.com
Cc: [Eric Pettis](#); [Desja Wilder](#); [C&M McNeil](#)
Subject: Unauthorized Image Takedown & Preservation Request – Privacy Violation & Active Litigation (Case No. 2025-CP-10-05095)
Date: Sunday, September 21, 2025 4:43:00 PM
Importance: High
Sensitivity: Confidential

To Whom It May Concern,

We are Chris McNeil and Meaghan Poyer, former residents of 181 Gordon Street, Charleston, SC. We have identified unauthorized images of our home, personal belongings, and identifiable photographs of ourselves published on your platform under the account “Meridian Residential Properties.”

Unauthorized Use & Legal Violations

These images were taken under false pretenses and published without our knowledge or consent. Their continued display creates:

- **Invasion of Privacy** under South Carolina common law.
- **Misappropriation of Likeness** (common law right of publicity; **Restatement (Second) of Torts § 652C**).
- **False Light Invasion of Privacy** by implying our endorsement or affiliation with Meridian Residential Properties.

Immediate Action Required

We hereby demand:

1. **Immediate Takedown** – Remove all images, virtual tours, and related content depicting us, our belongings, or our former residence within 24 hours.
2. **Evidence Preservation** – Preserve, without alteration, all images, metadata, upload logs, account information, and vendor data including:
 - Original upload timestamps and dates
 - Account holder details for “Meridian Residential Properties”
 - IP/device information for uploads
 - Third-party vendor/photographer records
 - Viewing/download analytics and distribution history
3. **Written Confirmation** – Provide written confirmation of both takedown and preservation within 48 hours.

Legal Notice

These images are evidence in active litigation currently pending in Charleston County Common Pleas Court (Case No. 2025-CP-10-05095). Please treat this notice as a **legal hold**. Failure to

comply may expose your platform to spoliation consequences or contributory liability.

URL Requiring Immediate Removal:

https://www.realtor.com/rentals/details/181-Gordon-St_Charleston_SC_29403_M59688-00267

Contact for Legal Matters:

Chris McNeil & Meaghan Poyer

Pro Se Plaintiffs – Case No. 2025-CP-10-05095

chris@thaut.io | mcneilandpoyer@gmail.com

480A Parkdale Dr., Charleston, SC 29414

We expect your compliance and look forward to your confirmation.

From: chris.thaut.io
To: privacy@zillowgroup.com
Cc: [Eric Pettis](#); [Desja Wilder](#); [C&M McNeil](#)
Subject: Unauthorized Image Takedown & Preservation Request – Privacy Violation & Active Litigation (Case No. 2025-CP-10-05095)
Date: Sunday, September 21, 2025 4:40:00 PM
Importance: High
Sensitivity: Confidential

To Whom It May Concern,

We are Chris McNeil and Meaghan Poyer, former residents of 181 Gordon Street, Charleston, SC. We have identified unauthorized images of our home, personal belongings, and identifiable photographs of ourselves published on your platform under the account “Meridian Residential Properties.”

Unauthorized Use & Legal Violations

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 - Account holder details for “Meridian Residential Properties”
 - IP/device information for uploads
 - Third-party vendor/photographer records
 - Viewing/download analytics and distribution history
3. **Written Confirmation** – Provide written confirmation of both takedown and preservation within 48 hours.

Legal Notice

These images are evidence in active litigation currently pending in Charleston County Common Pleas Court (Case No. 2025-CP-10-05095). Please treat this notice as a **legal hold**. Failure to

comply may expose your platform to spoliation consequences or contributory liability.

URLs Requiring Immediate Removal:

[https://www.zillow.com/homedetails/181-Gordon-St-Charleston-SC-](https://www.zillow.com/homedetails/181-Gordon-St-Charleston-SC-29403/10909318_zpid/)

[29403/10909318_zpid/](https://www.zillow.com/homedetails/181-Gordon-St-Charleston-SC-29403/10909318_zpid/)

<https://www.trulia.com/home/181-gordon-st-charleston-sc-29403-10909318>

Contact for Legal Matters:

Chris McNeil & Meaghan Poyer

Pro Se Plaintiffs – Case No. 2025-CP-10-05095

chris@thaut.io | mcneilandpoyer@gmail.com

480A Parkdale Dr., Charleston, SC 29414

We expect your compliance and look forward to your confirmation.

Respectfully,

Chris McNeil & Meaghan Poyer

From: chris.thaut.io
To: legal@matterport.com; abuse@matterport.com
Cc: epettis@bwpf-law.com; [Desja Wilder](#); [C&M McNeil](#)
Subject: Unauthorized Image Takedown & Preservation Request – Privacy Violation & Active Litigation (Case No. 2025-CP-10-05095)
Date: Sunday, September 21, 2025 4:46:00 PM
Importance: High
Sensitivity: Confidential

To Whom It May Concern,

We are Chris McNeil and Meaghan Poyer, former residents of 181 Gordon Street, Charleston, SC. We have identified unauthorized images of our home, personal belongings, and identifiable photographs of ourselves published on your platform under the account “Meridian Residential Properties.”

Unauthorized Use & Legal Violations

These images were taken under false pretenses and published without our knowledge or consent. Their continued display creates:

- **Invasion of Privacy** under South Carolina common law.
- **Misappropriation of Likeness** (common law right of publicity; **Restatement (Second) of Torts § 652C**).
- **False Light Invasion of Privacy** by implying our endorsement or affiliation with Meridian Residential Properties.

Immediate Action Required

We hereby demand:

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2. **Evidence Preservation** – Preserve, without alteration, all images, metadata, upload logs, account information, and vendor data including:
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 - Account holder details for “Meridian Residential Properties”
 - IP/device information for uploads
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Legal Notice

These images are evidence in active litigation currently pending in Charleston County Common Pleas Court (Case No. 2025-CP-10-05095). Please treat this notice as a **legal hold**. Failure to

comply may expose your platform to spoliation consequences or contributory liability.

URL Requiring Immediate Removal:

<https://discover.matterport.com/space/AiTQuLgqRQF>

Contact for Legal Matters:

Chris McNeil & Meaghan Poyer

Pro Se Plaintiffs – Case No. 2025-CP-10-05095

chris@thaut.io | mcneilandpoyer@gmail.com

480A Parkdale Dr., Charleston, SC 29414

We expect your compliance and look forward to your confirmation.

From: chris.thaut.io
To: ["copyright@costargroup.com"](mailto:copyright@costargroup.com); ["legal@costargroup.com"](mailto:legal@costargroup.com); ["privacy@costargroup.com"](mailto:privacy@costargroup.com)
Cc: epettis@bwpf-law.com; Desja Wilder; C&M McNeil
Subject: Unauthorized Image Takedown & Cache Elimination Required – Privacy Violation & Active Litigation (Case No. 2025-CP-10-05095)
Date: Sunday, September 21, 2025 5:36:00 PM
Attachments: [9-19-25-ApartmentHomeLiving-dot-com.JPG](#)
[9-21-25-ApartmentHomeLiving-dot-com.JPG](#)
Importance: High
Sensitivity: Confidential

To Whom It May Concern,

We are Chris McNeil and Meaghan Poyer, former residents of 181 Gordon Street, Charleston, SC. We have identified unauthorized images of our home, personal belongings, and identifiable photographs of ourselves that were published on ApartmentHomeLiving.com under the account "Meridian Residential Properties."

Current Status & Technical Issue

While the original listing appears to have been removed from ApartmentHomeLiving.com, images of our family remain accessible through Google Image Search and are cached on your servers and distribution network. Clicking the "Visit" button on these cached images redirects to your search function, but the images persist in search results, creating ongoing privacy violations.

Unauthorized Use & Legal Violations

These images were taken under false pretenses and published without our knowledge or consent. Their continued accessibility through cached versions and search engines creates:

- **Invasion of Privacy** under South Carolina common law
- **Misappropriation of Likeness** (common law right of publicity; Restatement (Second) of Torts § 652C)
- **False Light Invasion of Privacy** by implying our endorsement or affiliation with Meridian Residential Properties

Specific Images Requiring Elimination

Attached are screenshots demonstrating the ongoing privacy violation:

- **Google Image Search Results:** Shows cached images from ApartmentHomeLiving.com appearing in search results for "Meridian Residential Group 181 Gordon"
- **Redirect Behavior:** Demonstrates that clicking these cached images redirects to your search function (<https://www.apartmenthomeliving.com/n-charleston-sc/casas-alquiler/to-5000?page=2>) while the images remain accessible through Google's cache
- The group of images this one originated from (as per their appearance on Realtor.com,

Zillow.com, Trulia.com, and possibly other sites) clearly show identifiable images of the residents as well as personal belongings such as are evident in this particular image, with **Meridian watermarks prominently displayed** throughout the cached content originally hosted on ApartmentHomeLiving.com.

Search Terms for Your Technical Team:

- "Meridian Residential Group 181 Gordon"
- "181 Gordon Street Charleston Meridian"
- Any variations using property address + Meridian branding

Comprehensive Elimination Required

Given CoStar Group's sophisticated technical infrastructure and your experience with copyright enforcement, we require complete elimination including:

1. **Complete Cache Elimination** – Remove all cached versions, CDN copies, backup servers, and database entries containing these images
2. **Search Engine Coordination** – Submit removal requests to Google, Bing, and other search engines for cached image results
3. **Third-Party Syndication** – Eliminate from any API feeds, MLS distributions, or partner site syndications
4. **Technical Verification** – Provide confirmation that all traces have been eliminated from your technical infrastructure

Evidence Preservation Requirements

Simultaneously preserve, without alteration, all related data including:

- Original upload timestamps and account information
- Server logs showing image access and distribution
- CDN and backup system records
- API syndication logs and partner distribution records
- All communications regarding this property listing

Legal Notice & Compliance Timeline

These images are evidence in active litigation currently pending in Charleston County Common Pleas Court (Case No. 2025-CP-10-05095). Please treat this notice as a legal hold.

Required Actions:

- **24 hours:** Begin cache elimination process and provide status update
- **48 hours:** Provide written confirmation of preservation measures implemented
- **72 hours:** Complete elimination verification and search engine removal requests

Technical Expertise Notice

Plaintiffs possess technical expertise to verify complete elimination across your infrastructure. Superficial deletion attempts that leave cached, backup, or syndicated copies will be detected and constitute ongoing violations and evidence of bad faith compliance.

Contact for Legal Matters:

Chris McNeil & Meaghan Poyer

Pro Se Plaintiffs – Case No. 2025-CP-10-05095

chris@thaut.io | mcneilandpoyer@gmail.com

480A Parkdale Dr., Charleston, SC 29414

Given CoStar Group's commitment to copyright protection and intellectual property enforcement, we expect prompt and comprehensive compliance with this legitimate privacy protection request.

Respectfully,

Chris McNeil & Meaghan Poyer

EXHIBIT E

Platform swaps/overlays/removals

(e.g., “COMING SOON,” 404 on tour)

Timestamped screenshots taken on 9/26/25, after discovering more sites with the same ad.

padmapper

https://www.padmapper.com/rentals/26583339p/3-bedroom-2-bath-apartment-at-181-gordon-st-charleston-sc-29403?back=%2Fapartments%2Fcharleston-sc%3Fbox%3...

PadMapper Where to? SEARCHES FAVORITES POST A PAD SIGN IN

← Charleston Apartments

\$5,276
181 Gordon St · Apartment for Rent
Charleston Apartments · Wegener Terrace Apartments

PET FRIENDLY

I'm Interested

Pictures Map

COMING SOON

3 Bedrooms
2 Bathrooms
1,784 Square Feet
Min. Lease
Address: 181 Gordon St, Charleston, SC 29403
Broker Fee?
Cats/Dogs Allowed? Dogs & Cats

Staying Home?
[Call to request a live online tour](#)

Posted by:
3 bed / 2 bath home - Available October 2025 (Meridian Residential Group)
(854) 205-2790

10:22:19 AM
Friday, September 26

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
31	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	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

Today 87°F / 73°F

Get started

Sep 27

World Tourism Day
Discover New Horizons

Sep 29

Zumper (1)

https://www.zumper.com/listings/26583339p/3-bedroom-wegener-terrace-charleston-sc?gallery=

< Nearby rentals IMAGE GALLERY

181 Gordon St
181 Gordon St, Charleston, SC 29403, USA
Pet friendly
3 Beds | 2 Baths | 1,784 sqft
\$5,276 | [View all fees](#)

Check availability View full details

Advertisement

TransUnion
Get your 3 credit scores & reports!
Learn More

COMING SOON

3 Bedrooms
2 Bathrooms
1,784 Square Feet
Min. Lease
Address: 181 Gordon St, Charleston, SC 29403
Broker Fee?
Cats/Dogs Allowed? Dogs & Cats

10:18:47 AM
Friday, September 26

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
31	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	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

Today 87°F / 73°F

Get started

Sep 27

World Tourism Day
Discover New Horizons

Sep 29

[zumper.com/listings/2658333p/3-bedroom-wegener-terrace-charleston-sc/gallery#focus=2](#)

181 GORDON ST

Feel right at home with our resident benefits package.

- Filter Delivery Service** - Changing filters is as easy as opening the front door. This service helps you save up to \$200/year and reduces the hassles of repairs.
- Resident Rewards Program** - Rent day is now rewards day! You'll get cash, gift cards, and exclusive discounts you can use for up to 30 days on everyday expenses.
- Credit Building** - We report every on-time rent payment so you build credit. Average increases of 23 to 42 points in resident scores. We can report up to the end of 3 months for an immediate boost!
- SIM Identity Protection** - 1-in-4 Americans are victims of identity fraud. All adult leaseholders get SIM coverage backed by AIG, monitoring through BWA Watson, and a dedicated, US-based Identity Restoration Specialist.
- Move-In Concierge** - One call sets up utility, cable, and internet services - and helps you get the best prices and shortest wait times available.
- On-Demand Pest Control** - Pest Assurance, powered by Pest Shox, is targeted and effective pest control solutions.
- Online Portal** - Access your documents and pay rent through our easy-to-use online portal.
- 24/7 Maintenance Coordination** - It always seems like things happen after hours. This makes reporting issues early maintenance issues easy and fast either online or by phone.
- Verified Vendor Network** - Everyone who services your home is screened to exceed our standards for insurance, licensing, and professionalism for the job.
- Home Buying Assistance** - For those who want to make their homeownership, we'll help you get there.

[Learn more at \[secondnature.com/residents\]\(#\)](#)

By clicking "Accept All Cookies," you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, assist in our marketing efforts. View our Privacy Policy for more information.

[Customize Settings](#) [Reject All](#)

←

→

🏠

🔍

rent.com/r/181-gordon-st-charleston-sc-hv2500920046

☆

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Rent.

🏠

Charleston, SC Market Trends

|

List a Property

|

Business Solutions

|

Moving Center

|

Log In

|

Sign Up

South Carolina

>

Charleston Houses

>

29403

>

181 Gordon St

(854) 205-2790

Send a Message

See 3 Photos

\$5,276

🏠 Save

181 Gordon St

Charleston, SC 29403 | The Peninsula

3 Beds | 2 Baths | 1,784 Sqft

Overview

Special Features

About

Total Costs & Fees

Amenities & Features

Pet Policy

Similar Properties

Special Features

and discount codes available.

🚫 On-Demand Pest Control - Pest Assurance, powered by Pest Shave, is a targeted and effective pest solution.

💻 Online Portal - Access your documents and pay rent through our easy to use online portal.

🕒 24/7 Maintenance Coordination - It always seems like things happen after hours. This makes your repair maintenance issues easy and fast either online or by phone.

👤 Vetted Vendor Network - Everyone who services your home is screened to exceed our standards for insurance, licensing and professionalism for the job.

To: 181 Gordon St

Message

Hello, I'd like more information about 181 Gordon St.

First and Last Name *

10:08:58 AM

Friday, September 26

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
31	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	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

Today

87°F / 74°F

Set up your calendars to see where you need to be

Get started

Sep 27

World Tourism Day
Discover New Horizons!

Sen 28

Clemsonoffcampus.com

https://www.clemsonoffcampus.com/housing/property/3-bed-2-bath-home-available-october-2025/w23kp4j

A service provided by Apartments.com | Housing | Roommates | Resources | Add a Listing | Sign In / Sign Up | CLEMSON UNIVERSITY

3 bed / 2 bath home ~ Available October 2025

181 Gordon St, Charleston, SC 29403 - Map - Charleston



(854) You must be signed in or

2 Photos

Last Updated: 2 Days Ago

Data provided by TravelTime

200+ miles to Clemson Area

Beds Bathes Rent Sq. Ft. Availability

10:05:34 AM

Friday, September 26

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
31	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	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

Today 87°F / 74°F

Set up your calendars to see where you need to be

Get started

Sep 27

World Tourism Day
Discover New Horizons!

Sep 29

Apartmenthomeliving.com

https://www.apartmenthomeliving.com/rentals/181-Gordon-St-Charleston-SC-29403-10229676

apartmenthomeliving | Renting Tools | Renter University | Apartment Life | Rentals Near Me | Español

Charleston, SC

Charleston, SC Homes / Heathwood Old Towne

181 Gordon St

Charleston, SC 29403

(854) 205-2790 | Check Availability



3 Bedroom - Home for Rent

3BR, 2BA Home	\$5,276 Price	1,784 Square Feet	Available Now Availability
------------------	------------------	----------------------	-------------------------------

Map showing location near Mary Ellen Dr and WAGNER TERRACE

Contact
181 Gordon St
181 Gordon St

9:59:30 AM

Friday, September 26

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
31	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	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

Today 87°F / 74°F

Set up your calendars to see where you need to be

Get started

Forrent.com

forrent.com/es/sc/charleston/3-bed-2-bath-home-available-october-2025/t134k497msockid=35ab31d3183c6e1c026625e0192a6f39

Map ForRent.com Charleston, SC

COMING SOON

2 Photos

\$5,276 /Month

181 Gordon St, Charleston, SC 29403

last update: 1 day ago

Add a commute

Contact the agent (854) 20...

Request

Send Message

9:50:26 AM
Friday, September 26

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
31	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	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

Today 87°F / 74°F

Set up your calendars to see where you need to be

Get started

Sep 27

World Tourism Day
Discover New Horizons!

Sep 29

Showmojo.com

showmojo.com/l/e219ec1035/181-gordon-st-charleston-sc-29403?fullscreen=true&g=2

Meridian Residential Group

Pet / Animal Application All Listings

9:47:13 AM
Friday, September 26

September 2025

Su	Mo	Tu	We	Th	Fr	Sa
31	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	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

Today 87°F / 74°F

Set up your calendars to see where you need to be

Get started

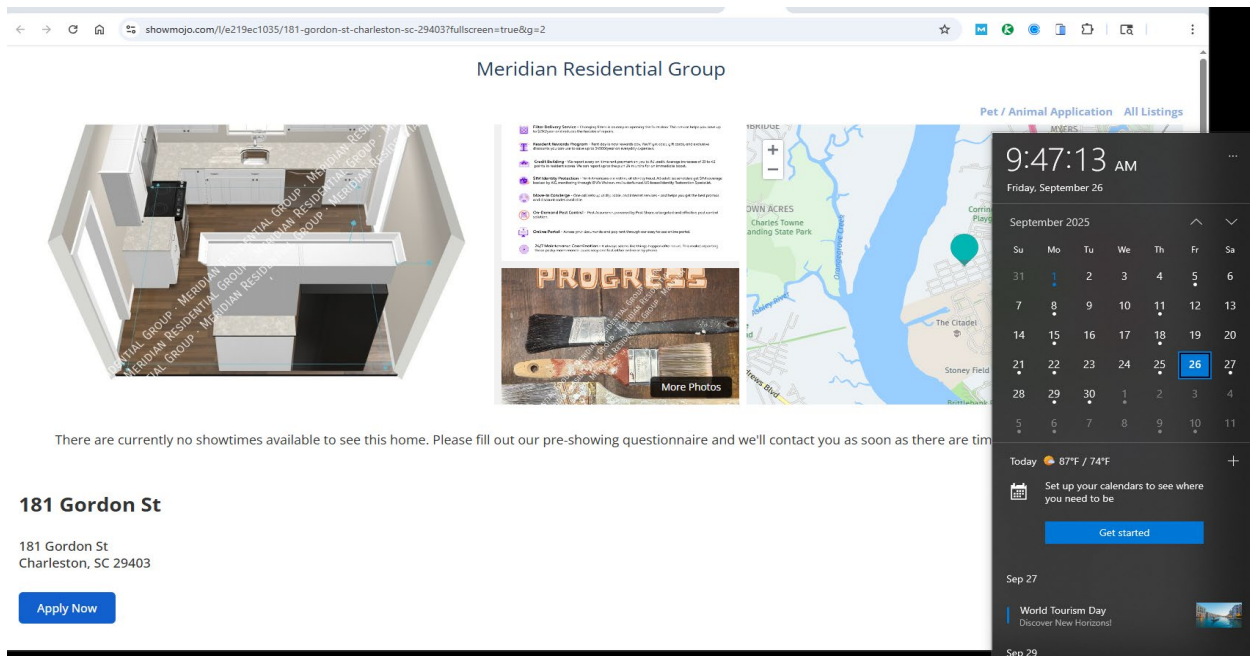
Sep 27

World Tourism Day
Discover New Horizons!

Sep 29

For the sake of brevity, not including all sites or all screenshots in exhibit

Matterport (virtual tour removed)



15 Sites found with the 181 Gordon St. ad as of October 5, 2025

+ 1 Virtual Tour (Matterport) = **16 sites so-far identified***

***And there are likely more, given AppFolio/ShowMojo syndication fingerprints and ShowMojo's claim of distribution over 50+ sites**

Sites identified with ~16 still images (with Meaghan, belongings, bathroom, bedroom) or identified with replacement ad after original ad removal

zillow, trulia, realtor.com, apartments.com, apartmentfinder.com, forrent.com, rent.com, clemsonoffcampus.com, PadMapper, Zumper, meridianresidentialgroup.com, showmetherent.com, HotPads.com, RentalSource.com, Showmojo.com

Matterport Virtual Tour (with Chris, Rocket in diapers, Thaut Thought Leadership sign)

Matterport

& everywhere the virtual tour was embedded or downloaded

EXHIBIT F Series

Deposit / Postmark / Property Management Company Change

- **Ex. F-1 - Meridian scanner PDF image**
- **Ex. F-2 - Actual USPS envelope + checks showing 9/8 postmark**
- **Ex. F-3 - Jan 5, 2024 Property Management transition email (“owner is fully aware... effective Dec 27, 2023”)**

Ex. F-1 - Meridian scanner PDF image

- September 5, 2025 email from Tara Bayles, attached “Meridian Scanner_20250905_161321.pdf”,
- file name evidencing scan time of 4:13:21 PM on September 5, 2025 (using military time, “16” = “4PM”)
- Irreconcilable difference between the scanner’s date and the mailing narrative
- Meridian Scanner_20250905_161321.pdf following

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



Tara B. <TaraBayles@meridianres.net>

To: chris.thaut.io; Meridian Manager; Assistant Manager
Cc: C&M McNeil



Reply



Reply All



Forward



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,



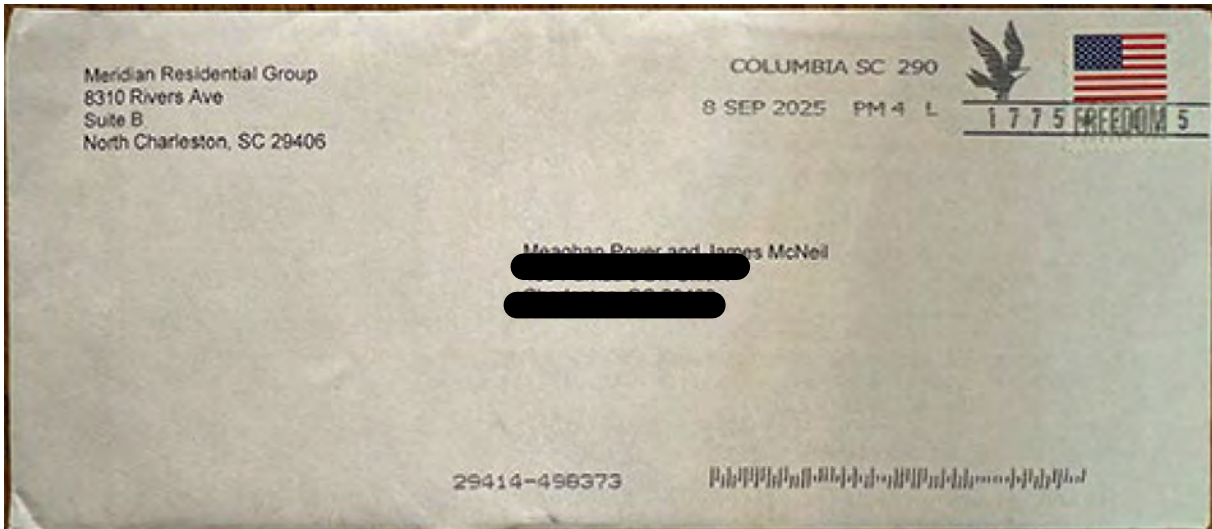
Tara Bayles
CEO / PMIC
8310 Rivers Ave. Suite B,
North Charleston, SC 29408
meridianresidentialgroup.com



Ex. F-2 - Actual USPS envelope + checks showing 9/8 postmark

Actual USPS Envelope and Checks Received September 10

- Shows legitimate September 8 postmark, contrast with “emailed” “postmark” in F-1
- Same check numbers as Exhibit F-1 - Proves timeline impossibility



**Ex. F-3 - Jan 5, 2024 Property Management transition email (“owner is fully aware...
effective Dec 27, 2023”)**



C&M McNeil <mcneilandpoyer@gmail.com>

B13 Buyer Letter New Tenants MERGE

1 message

Meridian Residential Group <meridianresgrp-mail-system@meridianresgrp.mailer.appfolio.us>

Fri, Jan 5, 2024 at 2:27 PM

Reply-To: Meridian Residential Group

<e55da8c82fe8cafaf33572e23369f17d5e6802ba892f18c944cd05539585c4d@meridianresgrp.mailer.appfolio.us>

To: mcneilandpoyer@gmail.com, chris@thaut.io

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

(843) 996-4987
www.meridianresidentialgroup.com

Office Hours: Monday through Friday, 9 am - 5 pm
After Hours: Call 843-996-4987
Emergency: Call 843-996-4987 x 3

We ask that you review the following information:

- Again, your current Rental Agreement remains in effect.
- Your rent will be due and payable via our management platform on the due date listed in your Rental

agreement.

- Invites to access your new resident portal will follow this email
- Please note rental payments are only accepted via our online portal.
 - ACH Payments are free of charge - Checks will not be accepted via mail or in person.
 - Debit / Credit Card payments will be charged a processing fee
 - eMoney payments are available for cash transactions. Please contact our office for a PaySlip. NO CASH will be accepted.
- We ask that you contact our office by January 31, 2024, so that we may set up an appointment to meet with you and determine any necessary maintenance.
- We have also enclosed our Tenant Handbook to assist you when your residence requires repairs and to understand how our company operates.
- Please be sure to observe the following when calling regarding a repair:
 - Call 843-996-4987 and select option 3 for emergency maintenance problems.
 - Please understand that if the repair is routine, it may not be done immediately due to the vendor's schedule.
 - If you do not hear from a vendor in two (2) business days on a non-emergency problem, it is your responsibility to call our office. Mention that you have already placed a work order but you have not heard from the vendor.
 - Please understand our staff does not dictate the vendor's schedule. We will call the vendor, inquire about the delay, and then contact you with an answer.

We look forward to meeting you. Please contact our office at 843-996-4987 if you have any further questions or concerns

Sincerely,

Tara D. Bayles, PMIC
Meridian Residential Group

EXHIBIT G Series

Corporate records & address photos

(Meridian/MRG shared ops at 8310 Rivers; SoS address discrepancy; FedEx vacant office photo; Adam LinkedIn)

- **Ex. G-1 – Meridian Residential Group, LLC Secretary of State Filing History**
- **Ex. G-2 -9/8/25 email from Tara Bayles (office not there since 2021)**
- **Ex. G-3 -Failed September 5, 2025 FedEx delivery attempt photo (appears vacant)**
- **Ex. G-4 -MRG Investing Company, LLC Secretary of State Listing (same address as G-3)**
- **Ex. G-5 -MRG Investing Company, LLC Mortgage from 2021 Office Purchase (shows address as current address of Meridian: 8310 Rivers Ave. Unit B)**

Ex. G-1 – Meridian Residential Group, LLC Secretary of State Filing History

Shows address discrepancies since 2021

Establishes pattern of non-compliance

Before 9/9/2021: 7410 Northside Dr. Suite 230

MERIDIAN RESIDENTIAL GROUP, LLC

Corporate Information

Entity Id 00546626

Entity Type Limited Liability Company

Status Good Standing

Domestic/Foreign Domestic

Incorporated State South Carolina

Important Dates

Effective Date 08/05/2014

Expiration Date N/A

Term End Date 08/05/2089

Dissolved Date N/A

Registered Agent

Agent Tara Bayles

Address 7410 Northside Drive, Suite 230
North Charleston, South Carolina 29420

[+ Request Documents](#) [+ Add Filing](#)

Official Documents On File

Filing Type	Filing Date
Notice of Change of Designated Office, Agent or Address of Registered Agent	04/20/2020
Organization	08/05/2014

After 9/9/2021: 8310 Rivers Ave. Unit B

MERIDIAN RESIDENTIAL GROUP, LLC

Corporate Information

Entity Id 00546626

Entity Type Limited Liability Company

Status Good Standing

Domestic/Foreign Domestic

Incorporated State South Carolina

Important Dates

Effective Date 08/05/2014

Expiration Date N/A

Term End Date 08/05/2089

Dissolved Date N/A

Registered Agent

Agent Tara Bayles

Address 8310 Rivers Ave. Suite B
North Charleston, South Carolina 29406

[+ Request Documents](#) [+ Add Filing](#)

Official Documents On File

Filing Type	Filing Date
Notice of Change of Designated Office, Agent or Address of Registered Agent	09/09/2025
Notice of Change of Designated Office, Agent or Address of Registered Agent	04/20/2020
Organization	08/05/2014

[Back](#)

Ex. G-2 -9/8/25 email from Tara Bayles

States “Our office has not been located there* since 2021.”

* Secretary of State Registered Agent address of 7410 Northside Dr

From: [Tara B.](#)
To: [chris.thaut.io](#); [Meridian Manager](#); [Assistant Manager](#)
Cc: [C&M McNeil](#)
Subject: Re: Formal Legal Notice – Deposit Demand for 181 Gordon St
Date: Friday, September 5, 2025 4:32:09 PM
Attachments: [image.png](#)
[20250905133452383.pdf](#)
[Meridian Scanner 20250905_161321.pdf](#)
[181 Gordon McNeil Pover 8.4.25 MO.pdf](#)
Sensitivity: Confidential

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,



Tara Bayles

CFO / PMIC

8310 Rivers Ave. Suite B,
North Charleston, SC 29406

meridianresidentialgroup.com



Book time to meet with
me

From: chris thaut.io <chris@thaut.io>

Sent: Friday, September 5, 2025 3:21 PM

To: Tara B. <TaraBayles@meridianres.net>; Meridian Manager <manager@meridianres.net>; Assistant Manager <assistant@meridianres.net>

Cc: C&M McNeil <mcneilandpoyer@gmail.com>

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

Dear Ms. Bayles,

This message serves as a follow-up to a legal demand letter sent by FedEx Priority Overnight to the registered agent address of SAC 181, LLC (the property owner of 181 Gordon Street), which was delivered and signed for on the morning of September 5, 2025.

That letter detailed multiple statutory and legal violations, including but not limited to:

- Noncompliance with **South Carolina Code § 27-40-410** for failure to provide an itemized list of damages or refund the security deposit within 30 days.
- Unsafe and unrepaired conditions during tenancy, including inoperable windows, broken attic stair, and threats related to legally protected tenant rights.
- Evidence supporting retaliatory behavior, including the sudden reversal from lease offers to notice to vacate, apparent prior personal connections, and repeated instances of inaccurate legal claims made by Meridian personnel - such as misrepresenting tenant access rights, asserting lease invalidity contrary to its established execution, and refusing to engage in reasonable scheduling for showings. These patterns will be documented and entered into the court record if this proceeds.
- Clear intent to file suit against your organization and the property owner in **Common Pleas Court** with claims exceeding the \$7,500 threshold, including potential treble damages.

As of this writing, the letter sent to **Meridian Residential Group, LLC** via FedEx

was undeliverable due to no one being present to sign for the package.

As such, I am giving you this opportunity to **formally acknowledge receipt of the same demand, attached in PDF form**, by replying to this email **no later than 7:00 PM ET today, September 5, 2025**.

If I do not receive confirmation of receipt by that time, I will proceed with **formal process service** of Meridian Residential Group, LLC by a professional process server, and will include that cost, along with all case preparation expenses, in our claim.

For your reference, the signed delivery confirmation from SAC 181, LLC is also attached.

Please govern yourselves accordingly.

Sincerely,

Chris McNeil and Meaghan Poyer

480A Parkdale Dr.

Charleston, SC 29414



Book time to meet with
me

From: chris thaut.io <chris@thaut.io>

Sent: Friday, September 5, 2025 6:53 PM

To: Tara B. <TaraBayles@meridianres.net>; Meridian Manager <manager@meridianres.net>; Assistant Manager <assistant@meridianres.net>

Cc: C&M McNeil <mcneilandpoyer@gmail.com>

Subject: RE: Formal Legal Notice – Deposit Demand for 181 Gordon St

Dear Ms. Bayles,

Thank you for your response dated September 5, 2025. Your communication has been carefully reviewed and documented.

Preliminary Observations

Your statement that checks were "mailed on August 28, 2025" accompanied by what you characterize as a "postage-marked envelope" requires immediate clarification. The documentation you provided displays an internal office stamp

reading "EMAILED" with a handwritten date annotation, which is not a legitimate United States Postal Service postmark.

A USPS postmark contains specific elements: official cancellation marks across the postage stamp, machine-printed dates from postal equipment, and standardized formatting indicating the originating postal facility. Your documentation contains none of these authenticating features.

Legal Implications

This documentation irregularity raises several concerns:

1. **Misrepresentation of Material Facts:** Presenting an "EMAILED" stamp as evidence of postal mailing constitutes a factual misstatement that could influence legal proceedings.
2. **Chain of Custody Issues:** The handwritten date notation suggests post-creation modification of what should be contemporaneous postal documentation.
3. **Burden of Proof Complications:** SC Code § 27-40-410 requires actual compliance with statutory deadlines—not merely the appearance of compliance through questionable documentation.

Broader Pattern Recognition

Your response, when viewed alongside the procedural irregularities already documented, establishes a concerning pattern:

- Failure to provide statutorily required notice for move-out inspection
- Retroactive application of charges without tenant participation in assessment process
- Now, documentation that appears inconsistent with claimed postal transmission

Professional Courtesy

I have successfully litigated complex cases in SC Common Pleas Court, including matters involving multiple corporate defendants and their legal teams. My approach has consistently been to resolve disputes efficiently while ensuring all parties understand the factual and legal landscape.

The importance of precise documentation in landlord-tenant disputes cannot be overstated, particularly given the statutory requirements and potential consequences involved.

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,



Tara Bayles

Clerk / PMIC

8310 Rivers Ave. Suite B,
North Charleston, SC 29406

meridianresidentialgroup.com



personal connections, and repeated instances of inaccurate legal claims made by Meridian personnel - such as misrepresenting tenant access rights, asserting lease invalidity contrary to its established execution, and refusing to engage in reasonable scheduling for showings. These patterns will be documented and entered into the court record if this proceeds.

- Clear intent to file suit against your organization and the property owner in **Common Pleas Court** with claims exceeding the \$7,500 threshold, including potential treble damages.

As of this writing, the letter sent to **Meridian Residential Group, LLC** via FedEx was undeliverable due to no one being present to sign for the package.

As such, I am giving you this opportunity to **formally acknowledge receipt of the same demand, attached in PDF form**, by replying to this email **no later than 7:00 PM ET today, September 5, 2025**.

If I do not receive confirmation of receipt by that time, I will proceed with **formal process service** of Meridian Residential Group, LLC by a professional process server, and will include that cost, along with all case preparation expenses, in our claim.

For your reference, the signed delivery confirmation from SAC 181, LLC is also attached.

Please govern yourselves accordingly.

Sincerely,

Chris McNeil and Meaghan Poyer

480A Parkdale Dr
Charleston, SC 29413

Ex. G-3 -Failed September 5, 2025 FedEx delivery attempt photo

Image appears to show a vacant office at the 7410 Northside Dr. Suite 230 North Charleston, SC 29420 address then listed with the Secretary of State for Meridian Residential Group, LLC
Registered Agent Tara Bayles

DELIVERY DATE

We'll try to deliver again during the next business day.

DELIVERY STATUS

We tried to deliver →



ADD YOUR EMAIL TO STAY UPDATED ON THIS SHIPMENT

GET UPDATES

MORE OPTIONS

TRACKING ID

884108967849  

Manage delivery

Free options

Options that are always free

 [Delivery instructions](#)

 [Vacation hold](#)

Premium options

Options that include a fee for each use

 [Schedule delivery](#)



Due to shipper restrictions, additional delivery options are not available for this shipment. For more information please contact the shipper.

FROM
CHARLESTON, SC US

Label Created
9/4/25 11:20 AM

WE HAVE YOUR PACKAGE
CHARLESTON, SC
9/4/25 5:50 PM

WE TRIED TO DELIVER
LADSON, SC
9/5/25 9:47 AM

OUT FOR DELIVERY
LADSON, SC
9/5/25 9:03 AM

TO
NORTH CHARLESTON, SC US

Scheduled Delivery Date
9/8/25 before 10:30 AM

Ex. G-4 -MRG Investing Company, LLC Secretary of State Listing

Defendant **MRG Investing Company, LLC** still shows 7410 Northside Dr. Suite 230 North Charleston, SC 29420 address on the SC Secretary of State websites as of October 22, 2025.

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

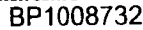
Filing Type	Filing Date
Articles of Organization	01/22/2021

[Back](#)

Ex. G-5 -MRG Investing Company, LLC Mortgage from 2021 Office Purchase

Defendant **MRG Investing Company, LLC** listed its address as 8310 Rivers Ave. Suite B – Meridian Residential Group, LLC’s operating address – on the Mortgage document from when **MRG Investing Company, LLC** purchased that property in 2021.

Page 1 of that document follow. Full document available upon request.



12

Synovus Bank ALEXIS JONES
PO Box 1638, Roswell, GA 30077

- Space Above This Line For Recording Data

(With Future Advance Clause)

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

Synovus Bank
1148 Broadway
Columbus, GA 31901

- SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

Exhibit H - Meridian Cross-Claims vs SAC 181

From Answer to Amended Complaint filed on behalf of Meridian Residential Group, LLC, Tara Bayles, and Adam Bayles October 9, 2025.

doctrine of laches. Thus, Defendants reserve its right to amend this pleading to assert any such defenses.

FURTHER ANSWERING AND FOR A TWENTY-EIGHTH DEFENSE AND BY WAY OF CROSSCLAIMS AGAINST CROSSCLAIM DEFENDANT SAC 181, LLC (“SAC”)

111. Each and every allegation contained in Paragraphs 1 through 110 above are hereby realleged and reasserted as fully as if set forth verbatim herein.

112. At all times material hereto, Defendant Meridian was a limited liability company organized and existing pursuant to the laws of the State of South Carolina.

113. SAC is a South Carolina limited liability company conducting business in Charleston County, South Carolina.

114. SAC owned the property that is the subject of this lawsuit.

115. SAC hired Defendant Meridian as the property manager at several properties including 181 Gordon Street, Charleston, SC (“Subject Property”).

116. SAC and Meridian entered into a management agreement where Meridian was authorized to lease and manage on behalf of SAC, the owner of the subject property.

117. Plaintiffs filed an Amended Complaint in the above-referenced action against Meridian and SAS alleging the Plaintiffs have suffered damages as a result of alleged habitability issues and management at the Subject Property allegedly caused by all of the Defendants.

118. Plaintiffs allege their damages were caused by the Defendants, including SAC, who owned and maintained the Subject Property.

119. This Court has both personal and subject matter jurisdiction over Defendant SAC and these Crossclaims and venue is proper in Charleston County of South Carolina.

**FOR A FIRST CAUSE OF ACTION
AGAINST CROSSCLAIM DEFENDANT**

(Contractual and Equitable Indemnity)

120. Defendant Meridian incorporates by reference the preceding paragraphs as if repeated herein verbatim.

121. Pursuant to the Defendants' contract, Defendant SAC owes a duty to Meridian to indemnify, defend, and hold harmless Meridian from all claims and suits.

122. Pursuant to the Defendants' contract, Defendant SAC agreed to cover without limit attorneys' fees and costs for Meridian.

123. To the extent, if any, that Meridian is held liable to Plaintiffs in this action, such liability would be a direct and proximate result of the wrongful acts, omissions, and negligence of Defendant SAC, which has damaged Meridian because it has been subjected to liability and has incurred consequential damages by having to expend attorneys' fees and costs in defending this action.

124. Defendant Meridian is entitled to indemnification from Defendant SAC for any liability Meridian is found to have to Plaintiffs in accordance with the parties' contract, and in such a case, Meridian would be entitled to recover from Defendant SAC for the fees, costs, and other expenses incurred in defending this action and any money in which Meridian may be held liable to the Plaintiffs.

125. To the extent, if any, Defendant Meridian is liable to Plaintiffs, Meridian is entitled to contractual and equitable indemnity from Defendant SAC for any judgment or settlement amount, including reasonable attorney's fees. Further, to the extent liability or damages are imposed against Defendant Meridian, Meridian alleges its liability to Plaintiffs, if any, is only secondary or passive and Plaintiffs' damages, if any, were solely and proximately caused by the active or primary fault of Defendant SAC. Therefore, Meridian pleads the right of contractual and

equitable indemnity exists in its favor against Defendant SAC because Meridian is exposed to liability in this case, if at all, because of the primary wrongful acts or omissions of SAC.

WHEREFORE, having fully responded to the allegations of the Plaintiffs' Amended Complaint, Defendants respectfully requests that Plaintiffs' Amended Complaint be dismissed in its entirety, with all costs of this action to be cast upon Plaintiffs. Further, Defendants pray for relief as follows:

1. For consequential and incidental damages, and any other damages available under the law, in an amount to be proven at trial;
2. For costs and, if allowed under applicable law, attorneys' fees; and
3. For such other relief as the Court may deem just and proper.

Respectfully submitted,

RESNICK & LOUIS, P.C.

s/Alicia N. Bolyard, Esq.

Alicia Bolyard, Esq.

SC Bar No.: 103737

146 Fairchild Street, Suite 130

Charleston, South Carolina 29492

Phone: (843) 410-2534

abolyard@rlattorneys.com

Attorney for Defendant Meridian Residential Group, LLC, Adam Bayles and Tara Bayles, individually

October 9, 2025
Charleston, South Carolina

Exhibit I - Charleston RMC Title To Real Estate for 181 Gordon

Source: Charleston County Register of Deeds public index (download/print).

ALL that lot, piece or parcel of land wit the buildings thereon, situate, lying and being in the Southeast corner of Gordon street and Eighth Avenue, in the City of Charleston, County of Charleston, State aforesaid, and known in the present numbering of Gordon Street as No. 181 Gordon.

BUTTING AND BOUNDING to the North on Gordon Street, formerly known as Second Avenue; to the East on other lands of Charles Realty Company, Inc.; to the South on Lots 6 and 7, Block "M", as delineated on a plat of Wagener Terrace made by Benson and Barbot, Surveyors, dated March 4, 1919, and recorded in Plat book C, Page 148; to the West on Eighth Avenue.

BEING the same property conveyed to the Grantors by Deed of Distribution from the Estate of Edith T. Altman dated February 21, 2007 and recorded March 9, 2007 in Book X618 at Page 559.

Grantee's address: c/o Charles S. Altman
18 Lavington Road
Charleston, SC 29407

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the grantee herein above named and its successors and assigns forever.

AND THE GRANTORS do hereby bind the Grantors and the Grantors' heirs, successors, executors and administrators to warrant and forever defend all and singular the said premises unto the Grantee herein above named, and the Grantee's heirs, successors and assigns against the Grantors and the Grantors' heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part hereof.

WITNESS my hand and seal this 21 day of February, 2007.

Signed, Sealed and Delivered
in the Presence of:

Boyd McQuaden Hays
WITNESS
Carol Beards
WITNESS

Samuel H. Altman
SAMUEL H. ALTMAN
Charles S. Altman
CHARLES S. ALTMAN

Debra D. Chin
WITNESS
Maui J.
WITNESS

Arleen F. Altman
ARLENE F. ALTMAN

BK Z619PG241

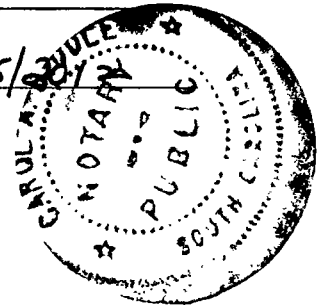
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) ACKNOWLEDGMENT

BEFORE ME personally appeared, Samuel H. Altman and Charles S. Altman, to me well known to be the persons described in and who executed the within instrument, and they acknowledged to and before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, that they executed said instrument for the purposes therein expressed therein.

WITNESS my hand and official seal this 21 day of February, 2007.



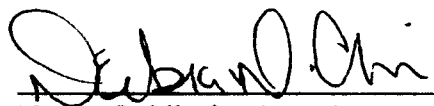
Notary Public for South Carolina
My Commission expires: 8/15/2011
(NOTARIAL SEAL)



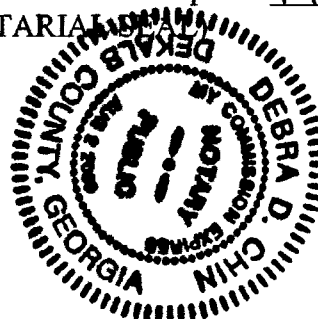
STATE OF GEORGIA)
)
COUNTY OF DeKalb) ACKNOWLEDGMENT

BEFORE ME personally appeared, Arlene F. Altman, to me well known to be the persons described in and who executed the within instrument, and they acknowledged to and before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, that they executed said instrument for the purposes therein expressed therein.

WITNESS my hand and official seal this 21st day of February, 2007.

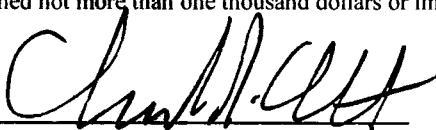


Notary Public for Georgia
My Commission expires: Aug 2, 2009
(NOTARIAL SEAL)



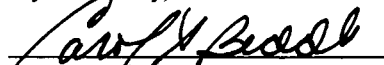
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Samuel H. Altman, Charles S. Altman and Arlene F. Altman, to SAC 181, LLC ON February 21, 2007.
3. Check one of the following: **The DEED is (check one)**
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) X EXEMPT from the deed recording fee because (exemption# 8). (Explanation if required) _____
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (check one)
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative for Grantor.
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Grantor, Grantee, or Legal Representative
connected with this transaction

Sworn to before me this 21
day of February, 2007.



Notary Public for SOUTH CAROLINA
My Commission Expires: 8/15/2012

8K Z619PG243

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



FILED
March 28, 2007
11:19:23 AM
8K Z619PG239

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Altman & Coker LLC

PO Box 265

Charleston

SC 29402

Number of Pages:

5

AMOUNT

DESCRIPTION

Recording Fee	\$ 10.00
State Fee	<Exempt>
County Fee	<Exempt>
Postage	

TOTAL

\$ 10.00

\$ Amount (in thousands):

DRAWER:

B - ECP

AUDITOR STAMP HERE

RECEIVED FROM RMC

MAR 30 2007

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP

DATE MAR 30 2007

DO NOT STAMP BELOW THIS LINE

Exhibit J - Pattern Evidence (Public Reviews)

Pattern Evidence Analysis: Meridian Residential Group Reviews

Systematic Financial Exploitation

- Carly Kolbinski: \$1,455 in security deposit retained for "blatantly untrue" items including light bulbs never burned out, excessive paint charges after tenant painted entire home, vacuum charges after professional cleaning
- Joseph: Non-refundable \$150 admin fees even for denied applications, calling it "consumer deception and fraud"
- Elise: Higher-than-market application fees with no refunds even when they failed to provide promised video walkthrough
- Nathan Lucas: \$300/month charges with no corresponding services
- Audra Ingraham: \$10/day late fees with no consideration for tenant circumstances

Communication Failures and Avoidance

- Multiple tenants report identical patterns: ignored calls, unreturned emails, voicemails
- Jonathan Evans: Had to use different phone number to get through after being deliberately ignored
- Natalie Moreau: "You can NEVER get a hold of anyone" for maintenance or deposit issues
- Erin M: Tara "completely IGNORED and/or avoided emails and phone calls"
- Kristin B: "Owner refuses to answer emails or follow up in reasonable time"

Maintenance Neglect Creating Unsafe Conditions

- Gabe R: AC out 3 weeks in summer with no urgency
- Jim M: Termite issues ignored, electrical problems unaddressed
- Jameson McGrath: Building-wide ventilation/mold issues for over a month, told to "stop complaining"
- Natasha Watson: 10-year tenant reports "never solved a problem"
- Jonathan Evans: Mold exposure affecting pregnant wife and children, fake environmental inspection

Retaliatory and Punitive Conduct

- Multiple accounts of charges appearing after complaints
- Jonathan Evans: Turned over to collections without communication after complaints
- Pattern of dismissive responses to legitimate concerns
- Jarryd Wright: Random unexplained lease charges, emergency flooding ignored for hours

Corporate Culture Evidence

- Indeed reviews confirm "extreme micromanager," "buddy system," "money driven, racist culture"
- Employee reports of being instructed to "trick residents so company could make more money"
- High turnover suggesting institutional dysfunction
- Todd's review: "worst case of 'higher than thee' mentality"

Tara Bayles Personal Involvement

- Directly named in multiple reviews spanning years
- David Kolbinski: "Tara likes to laugh at big problems and takes nothing seriously"
- Christine Callander: Documented non-payment to vendors with screenshot evidence
- Freudian slip: "defiantly available" instead of "definitely available"

This pattern spans 2018-2025, demonstrating systematic rather than isolated misconduct across multiple properties and business relationships.

Complete verbatim reviews with source URLs available upon request.

Exhibit K – July 17 “Why don’t you want us here?” email



C&M McNeil <mcneilandpoyer@gmail.com>

Fwd: Follow-Up: Scheulde for Tomorrow

C&M McNeil <mcneilandpoyer@gmail.com>
To: C&M McNeil <mcneilandpoyer@gmail.com>

Thu, Jul 17, 2025 at 8:18 PM

----- Forwarded message -----

From: **C&M McNeil** <mcneilandpoyer@gmail.com>
Date: Thu, Jul 17, 2025 at 7:18 PM
Subject: Re: Follow-Up: Scheulde for Tomorrow
To: Tara B. <TaraBayles@meridianres.net>

Tara,

Thank you for the professional follow up. The only issue I have is that " limiting property showings to **Tuesdays and Thursdays between the hours of 11:00 AM and 4:00 PM**" isn't ideal because I have a standing client appointment every Tuesday from 11 AM to 12:30 or 1.

I'm happy to make standing times available, but I would have chosen different days to avoid disturbing that client - my best client - in particular.

Also, while I mostly work from home, I do have on-site client appointments occasionally, and have one of those this coming Monday AM. I don't mind you showing the house when I am not home, but it is taking care of our older dog that is the issue. He is not aggressive, he just takes a lot of care due to his age and health and it's not viable to leave him in the car in this weather while I meet with a client, obviously. And I feel I should be home if people he doesn't know come through the house, just to keep him relaxed and feeling safe.

All that said, I am happy to make accommodations for house showings, even with relatively short notice - all I ask is that you contact me (text to 843-818-3495 is fine) so I know what's going on and ... can be flexible in case I have something going on that can't be interrupted, which is only about 25% of the time during business hours.

I do have one other question, though. My wife and I wonder why either the owners and/or your property management company do not want us here anymore. We thought we were negotiating in good faith, asked for a few very reasonable things, and felt we had the rug pulled out from under us. It isn't about the rent increase, it was more about safety issues like (1) checking the insulation for asbestos, given the age of the house and high percentage of houses that have toxic asbestos (if that hasn't been done already), maybe (2) cleaning the heating/AC ducts, if needed, and - especially - (3) making the windows functional so we can get fresh air.

I didn't think any of those things were unreasonable, and wonder if I somehow put things in a way that was offensive. If so, I apologize and didn't even realize it.

If that's not the case, we would like to know why the owners apparently don't want us here even though we've paid rent on time (within the 5 day grace period) 100% of the time for the 5 years that we have been here. We've never been late one, not one single time. If they simply wanted more money, but were also willing to do those few minor things (in the scope of what houses require), we'd have been open to negotiation - and we do realize the market has changed since we signed the lease.

If there's another reason, we'd like to know, for our own feedback and awareness. We hadn't planned on moving.

Thanks,

Chris McNeil

On Mon, Jul 14, 2025 at 4:53 PM Tara B. <TaraBayles@meridianres.net> wrote:

Dear Mr. McNeil and Ms. Poyer,

Thank you for your message and for outlining your scheduling constraints so clearly. I appreciate your willingness to work collaboratively as we manage the showing and photography needs for the property.

We understand and respect that you run your business from home and are committed to minimizing disruption. Based on your note, the prospect has agreed to move the scheduled visit tomorrow from 2:00pm to 2:30pm as requested.

In accordance with *South Carolina Code § 27-40-530(c)*, landlords must provide 24 hours' notice and may only enter at "reasonable times." While the lease agreement (Section 3.3) defines this window as 9:00am–6:00pm, we also acknowledge that "reasonable" can include consideration of tenant availability. Going forward, we will accommodate your request by limiting property showings to **Tuesdays and Thursdays between the hours of 11:00 AM and 4:00 PM**. As required by *South Carolina Code § 27-40-530(c)*, you will continue to receive **at least 24 hours' advance written notice** of any scheduled visit. Additionally, you will receive a follow-up message indicating whether or not the showing has been confirmed by the prospective tenant.

We hope this approach strikes a reasonable balance that allows us to meet our obligations while respecting your time and minimizing disruption. Our intent is not to impose inconvenience, and certainly not to impact your professional obligations or well-being.

We'll consider this matter resolved tomorrow by showing and follow up imaging at 2:30. Thank you again for your cooperation.

Sincerely,



Tara Bayles

CEO / PMIC

8310 Rivers Ave. Suite B,
North Charleston, SC 29406

meridianresidentialgroup.com



[Book time to meet with me](#)

From: chris thaut.io <chris@thaut.io>

Sent: Monday, July 14, 2025 4:34 PM

To: Stephanie Phillips <99625cd817387ddbf9209f0c608c9a78c32be7b287e64660607abadb2e0>

a98bd@meridianresgrp.mailer.appfolio.us>; mcneilandpoyer@gmail.com

<mcneilandpoyer@gmail.com>

Cc: addison@meridianaresgrp.com <addison@meridianaresgrp.com>; Tara B.

<TaraBayles@meridianres.net>

Subject: RE: Follow-Up: Scheulde for Tomorrow

Hi Stephanie,

Thank you for the clarification. While we understand your intent to combine the photo session and showing to minimize disruption, the proposed timing still creates difficulty for us.

As I mentioned via text, 2:30pm would work tomorrow—not 2:00pm. I run a business from home, including scheduled podcast recordings and client meetings.

These aren't flexible activities—particularly interviews with high-profile guests, which are often booked months in advance and can be very difficult or even impossible to reschedule on short notice. Additionally, we have an older, frail dog to manage during any visits.

Per South Carolina Code § 27-40-530, entry must include not only 24 hours' notice, but must also occur at a **reasonable** time - which includes **taking tenant availability into account**. Reasonable timing isn't just a number on the clock - it involves respectful coordination.

Going forward, we ask that no future showings or visits be scheduled without first confirming availability. We'll be happy to designate a couple of consistent windows per week that work well for you and are also practical for us.

Please confirm ASAP if tomorrow's time can be moved to 2:30pm. If not, I'll need to reach out today to reschedule a client session, which I would prefer to avoid.

Best regards,

Chris McNeil & Meaghan Poyer

P.S. Rescheduling professional meetings has real costs. My client work is billed at \$375/hour, and losing access to a podcast guest or potential client due to last-minute disruption is not just inconvenient - it can cause lasting harm to relationships and business momentum. We appreciate your understanding and cooperation.

[Chris McNeil](#)

From: Stephanie Phillips <communications@meridianresgrp.mailer.appfolio.us>

Sent: Monday, July 14, 2025 10:44 AM

To: chris thaut.io <chris@thaut.io>; mcneilandpoyer@gmail.com

Cc: addison@meridianaresgrp.com; tarabayles@meridianres.net

Subject: Follow-Up: Scheulde for Tomorrow

Good morning,

Thank you for your message. To clarify, the scheduled visit is for photos and a prospective showing. We have combined both into the same window to minimize disruption. This is scheduled 2:00pm-3:00pm tomorrow.

Per South Carolina law (Section 27-40-530), landlords may enter the property with at least 24 hours' notice at reasonable times.

That said, the appointment scheduled for tomorrow will stand as originally scheduled. Going forward, we'd be happy to the 24 hour notice of enter that is required per SC law. I have attached the section quoted above.

Sincerely,
Stephanie Phillips
Assistant Property Manager

Meridian Residential Group
8310 Rivers Ave. Suite B
North Charleston, SC 29406
Phone: 843-996-4987

Exhibit M – Excerpts from Charleston County “Housing Our Future” Plan

- Cover
- Distribution of Average Salaries and Affordability in Charleston County
- Defining Housing Affordability Crisis
- Rapid Price Growth in Existing Housing
- Rental Gap Analysis
- Answer to Survey Question – what policies will have the most impact in Charleston County?
- Full document at https://www.charlestoncounty.org/departments/da-community-services/files/Housing%20Our%20Future_Final_Spring%202023.pdf

Housing

Our Future

Charleston County's
comprehensive plan for
housing & housing affordability

Spring 2023

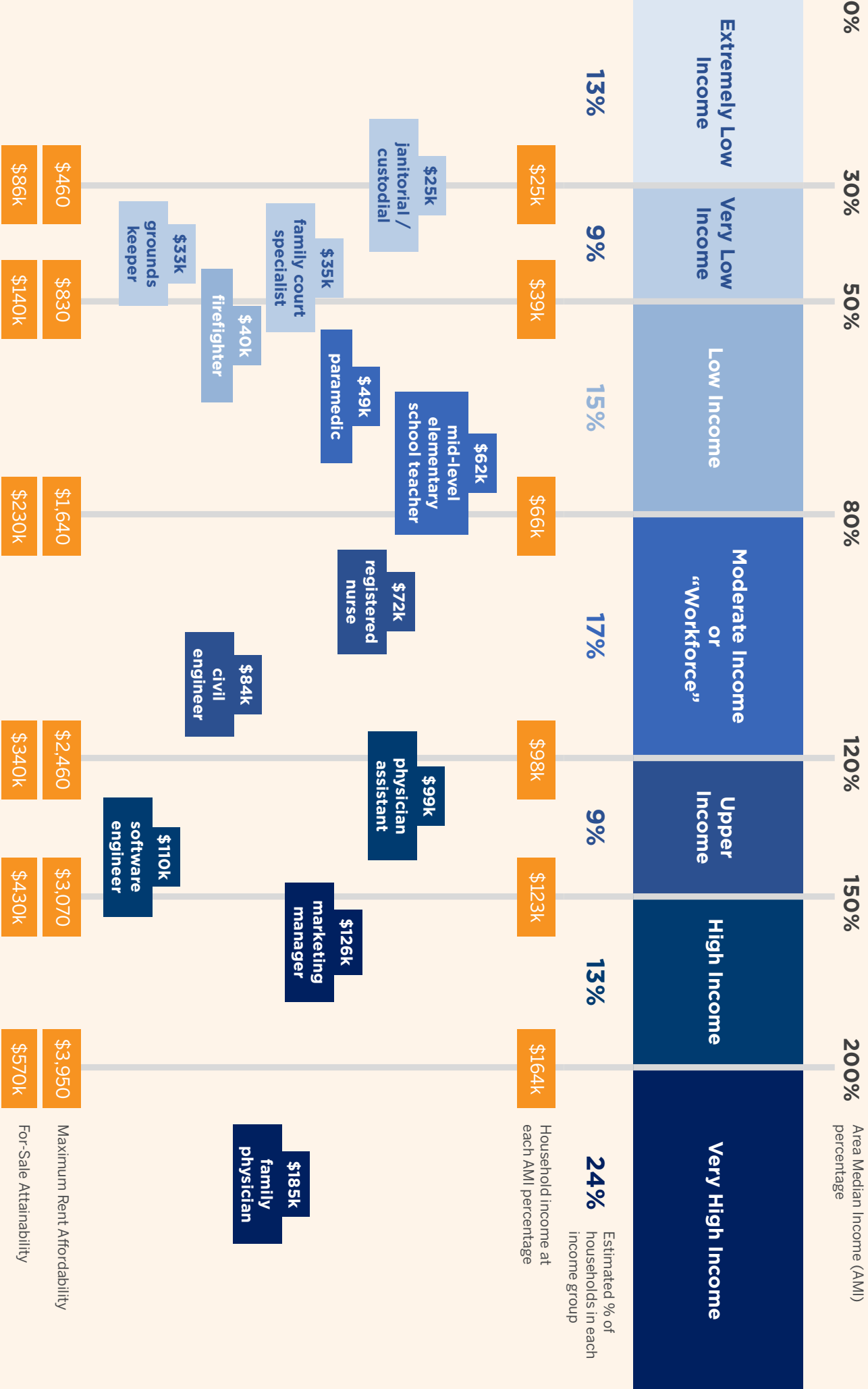


CHARLESTON COUNTY
Housing our Future

Goals & Recommended Strategies

Strategic Goal 1	Strategic Goal 2	Strategic Goal 3	Strategic Goal 4	Strategic Goal 5
Expand capacity of the local housing ecosystem	Reduce barriers to adding needed housing supply	Invest in creation & preservation of attainable housing	Support housing stability & security	Increase equitable access to homeownership
Establish an affordable housing trust fund to support priority activities Provide capacity building and technical assistance resources to nonprofit and emerging housing developers Cultivate partnerships with major employers to invest in housing Strengthen the region's building trades workforce Sustain capacity within the County to advance key priorities Support and coordinate advocacy on state legislative issues	Continue to refine the Zoning & Land Regulations Development Ordinance (ZLDR) to maximize housing development opportunities Collaborate with municipal partners to align zoning and other land use regulations Accelerate permitting processes for housing development Create incentives to bring vacant units back online Continue to invest brownfield assessment and remediation	Establish new gap financing sources to increase the production of affordable and moderate-income housing Utilize and bank land to support affordable and mixed-income housing development Explore creation of a public development partner Continue to explore and support housing authority coordination Explore using TIF and tax abatement to support affordable and moderate-income housing Review assessment policies for affordable housing	Create landlord incentive programs to help tenants overcome barriers to quality housing Provide assistance to voucher holders searching for housing Proactively advance affordable housing preservation priorities Provide emergency rental assistance resources Coordinate access to counsel for renters facing eviction Explore policy protections to improve stability for renters	Expand available down payment assistance and education programs Expand home repair resources for seniors and low-income homeowners Explore property tax relief for low-income homeowners Facilitate establishment and expansion of community land trusts and other shared-equity models (such as limited equity housing cooperatives)
>>> learn more on page 52	>>> learn more on page 58	>>> learn more on page 64	>>> learn more on page 70	>>> learn more on page 74

Distribution of Average Salaries & Affordability in Charleston County



Sources: HUD, Development Strategies, ESRI, calculated based on 2.5-person household incomes. Average household size in the county is 2.42. May 2021 Metropolitan and Nonmetropolitan Area Occupational Employment and Wage Estimates; mean annual wages for Charleston-North Charleston MSA. Select County open position salary listings. Rent affordability calculated at 30% of monthly income minus \$150 for utilities. Home affordability calculated a multiplier of 3.5 times household income.

Defining the Housing Attainability Challenge

Housing affordability challenges in Charleston County are complex. Looking at affordability from several perspectives sheds light on the issue and on the importance of addressing housing challenges in a comprehensive way.

At its core, housing attainability is about whether households can access and keep quality housing that they can afford. In Charleston County, as in many communities, many households are in housing that is not affordable to them.

In Spring of 2022, the Department of Housing & Neighborhood Revitalization led a Community Needs Survey. The survey asked many questions about resident experiences and priorities—housing and housing affordability rose to the top as core community concerns and priorities. Housing-related input is summarized in the chart to the right.

Charleston County Community Needs Survey

More than 60% of respondents said the County should prioritize housing issues in its planning efforts.

Question:

Please indicate how important you believe the following strategic issues are to the County of Charleston on a scale of 1 to 5 (5 being extremely important and 1 being not important at all).

Survey respondents who said these housing issues are "extremely important":

65% Improved access to affordable housing options

63% Need for housing stability

Question:

Which of these three challenges do you believe to be the greatest affordable housing challenge facing the Charleston County community?

64% Lack of available affordable housing stock

18% Lack of supportive services preventing housing insecurity

18% Poor quality of existing affordable housing

Census data show that half (46 percent) of Charleston County renters are housing cost burdened (paying more than 30 percent of their income toward housing costs) and almost one quarter (24 percent) pay more than half of their income toward housing costs (*American Community Survey*). Additionally, 24 percent of homeowners are cost burdened.

But there are so many more parts of the housing attainability challenge, like the location of available housing, a household's ability to access homeownership and build generational wealth, racial equity, housing stability, and whether incomes in the region are keeping up with housing costs. This section looks at housing in Charleston County through each of these lenses.

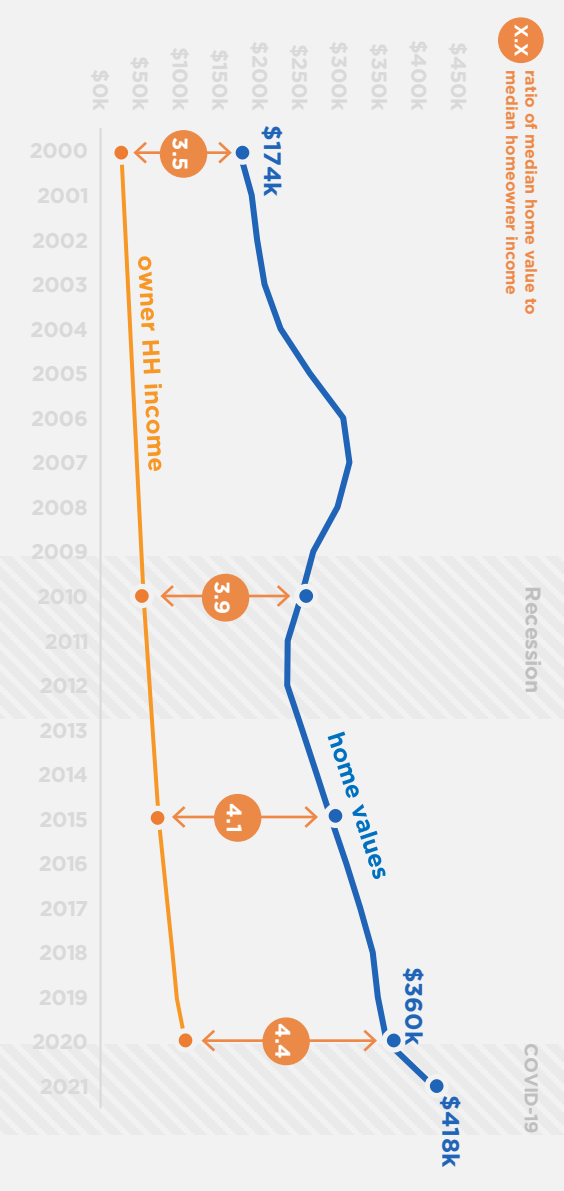
Housing Costs are Mismatched to Incomes

While incomes in the County have grown substantially, home values have grown even more rapidly. Prospective homebuyers—particularly first-time homebuyers without equity from a previous home sale—currently face a daunting for-sale housing market. The period following the onset of the COVID-19 pandemic has been particularly inflationary for housing costs across the country, as well as in Charleston County.

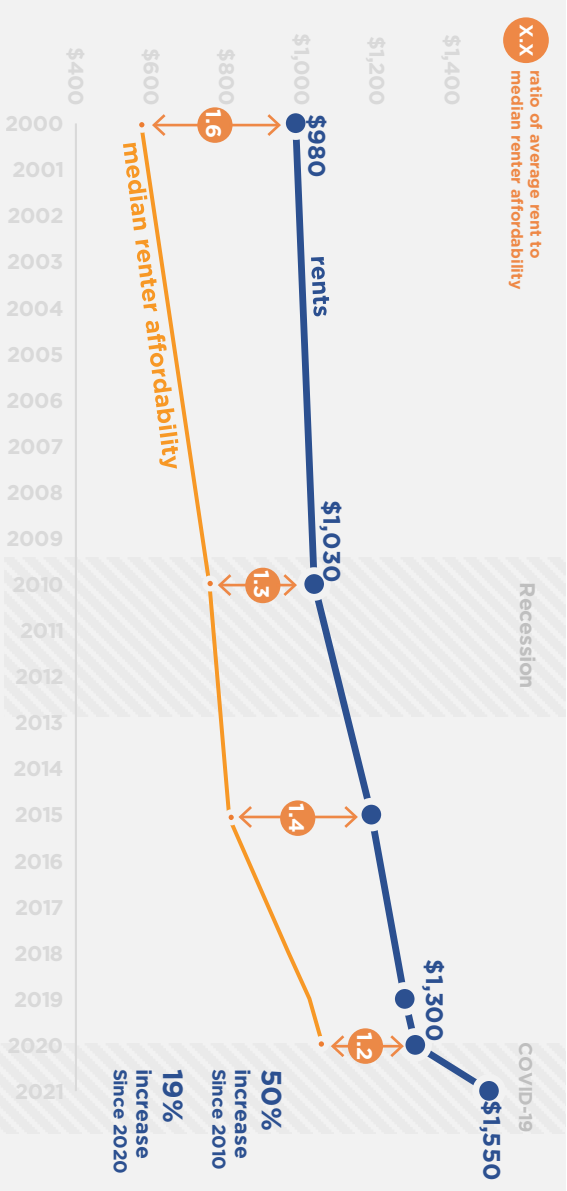
As the chart to the right shows, home value growth far outpaced income growth of homeowner households. There is a growing gap between what current owners can afford and the price of available housing.

Rents have also been rising. The jump in rents during the COVID-19 pandemic was especially significant—average apartment rents increased 19 percent in the short period between 2020 and March of 2022. The gap between what renters can afford and what they actually have to pay has varied over the past two decades, but at no point has the median rent been affordable to the median renter.

Rate of Home Value Growth vs. Homeowner Income Growth



Rate of Rent Growth vs. Renter Affordability

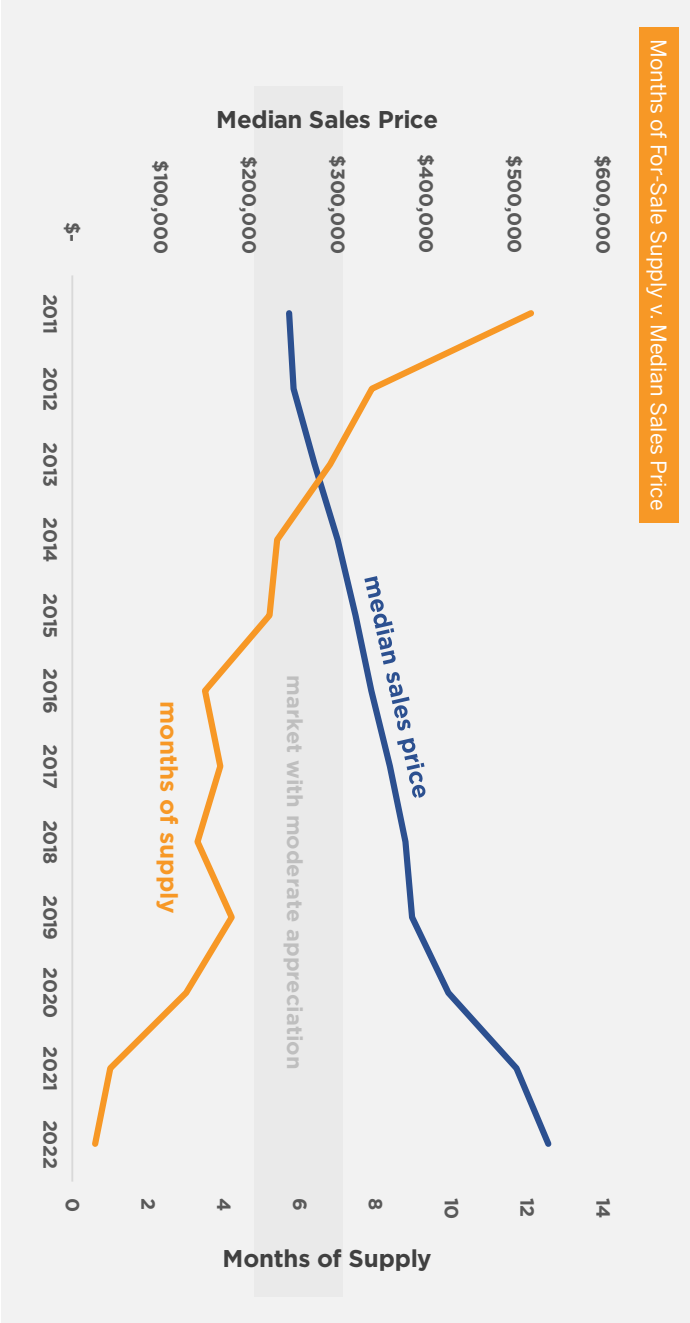
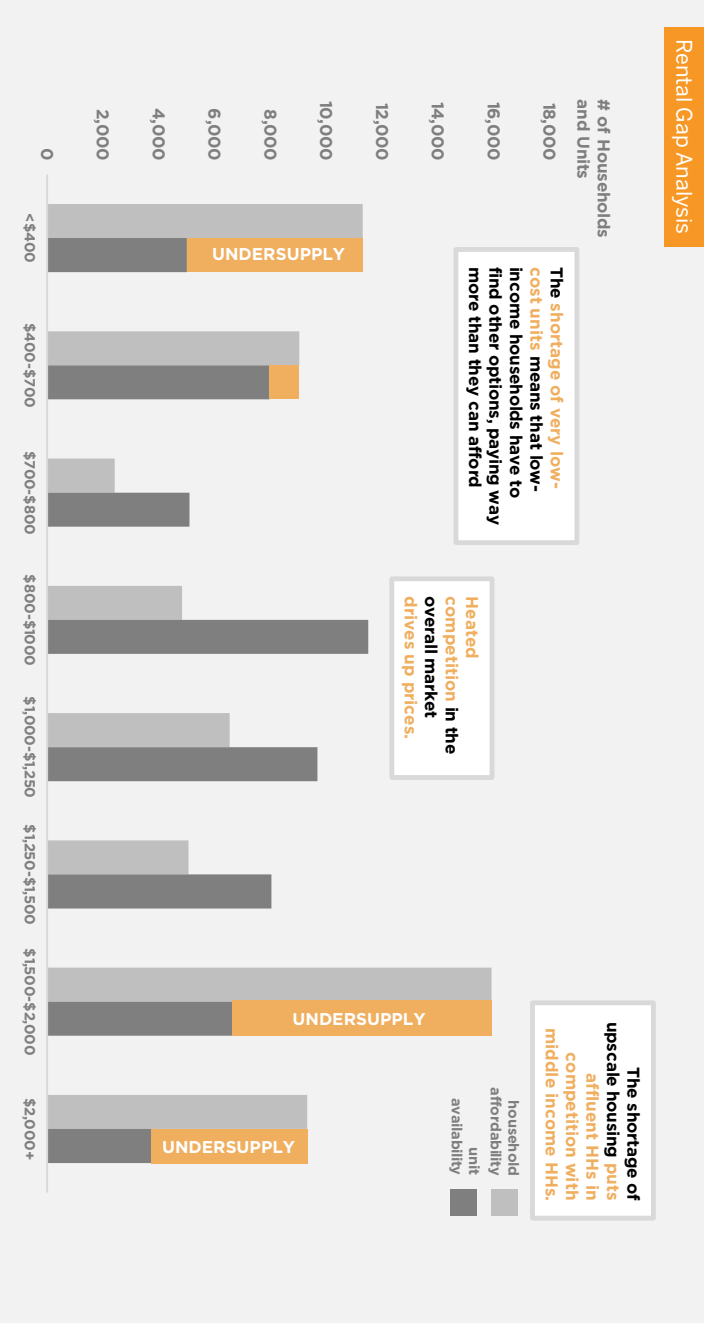


price range. Therefore, these households add competition with middle income households for units in the \$1,000 to \$1,500 rent range—this allows property owners to increase rents with less risk. While increasing the supply of high-end rental units is not a solution to the county's housing affordability challenges, it would alleviate some of the pent-up demand for middle-range rental units. At the same, there is an urgent need to add more deeply-affordable units, while also maintaining the stock of naturally-occurring affordable units.

Historically Low Inventory

In addition to rental supply issues, there is a shortage of for-sale housing, which has pushed values upward. While rising housing values and barriers to homeownership have become significant challenges nationally, these issues are even more pronounced in fast-growing metro areas like Charleston, especially in areas where geographic, environmental, and topographic conditions limit expansive housing development. From 2011 to 2022, the median sale price has increased from \$240,000 to \$538,000 for an increase of 124 percent.

Conversely, the inventory of available homes has dramatically declined—in 2011, there was around 13 months of supply, while in March 2022, the for-sale inventory is at an all-time low with only one month of supply, driving prices up and keeping many would-be buyers in the rental market.



Question 4:
Each of the policies listed below is an effective way to improve housing stability. Which policies do you think would have the most impact in Charleston County? (Select your top priority.)

Strategy Options

- 1. Provide incentives to landlords that rent to people who are struggling to find quality housing they can afford
- 2. Provide access to emergency rent or utility assistance to help households avoid eviction
- 3. Expand access to legal help for renters facing eviction

All Responses

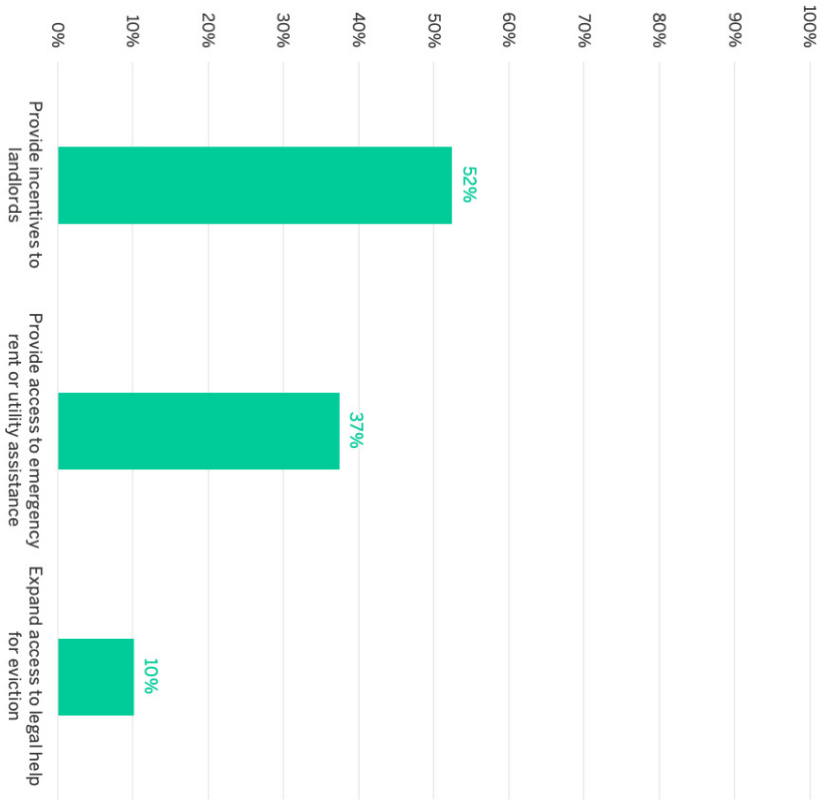


Exhibit N – Retaliation Narrative Supporting Emails

Included

1. Retaliation timeline
2. April 2-3, 2025 inspection scheduling with less than 24 hours notice and no flexibility
3. May 8, 2025: Legal corrections to Stephanie Phillips' misrepresentations.
4. June 4, 2025
5. July 5, 2025: Suspicious email with potentially fraudulent attachments, Meridian provides no response or clarification despite professional inquiry.
6. July 14, 2025: Stephanie again misrepresents South Carolina landlord-tenant law

Retaliation Timeline - Pattern of Legal Misrepresentation & Escalation

April 2, 2025: Stephanie Phillips attempts to dictate inspection timing without tenant coordination and with less than 24 hours-notice. *(following)*

May 8, 2025: Stephanie misrepresents lease validity, claiming lease invalid due to missing Roadstead signature despite years of honoring terms. Chris McNeil provides comprehensive legal correction with supporting documentation showing de facto lease recognition under contract law principles. *(following)*

May 23, 2025: Good-faith safety-oriented proposal submitted regarding property conditions. *(Exhibit B)*

May 29, 2025: Retaliatory Notice to Vacate issued 6 days after safety proposal - retaliation for pattern of challenging legal misrepresentations and asserting tenant rights. *(Exhibit A)*

July 5, 2025: Suspicious email with potentially fraudulent attachment, likely sent by Stephanie Phillips. When questioned about legitimacy and security concerns, Meridian provides no response or clarification despite professional inquiry. *(following)*

July 14, 2025: Stephanie again misrepresents South Carolina landlord-tenant law regarding "reasonable times" for entry, claiming landlord can dictate timing without tenant coordination. Chris McNeil provides detailed legal correction citing *SC Code § 27-40-530*. Tara Bayles subsequently acknowledges tenant's legal position is correct, contradicting her employee's misrepresentation. *(following)*

July 17, 2025: Unanswered "Why are we being asked to leave?" email (July 17, 2025) following lawful safety and compliance requests, establishing key evidence for the retaliation timeline. Two days afterwards, On July 19, 2025 as per Redfin, Meridian raised the rent from \$3,050/month to \$5,276/month. *(Exhibit K)*

From: chris.thaut.io
To: [Stephanie Phillips](mailto:Stephanie.Phillips@meridianresgrp.mailer.appfolio.us); mcneilandpoyer@gmail.com
Cc: maintenance@meridianres.net
Subject: RE: Rescheduled Unit Inspection
Date: Wednesday, April 2, 2025 4:26:00 PM
Importance: High

What time of day tomorrow is this scheduled for 181 Gordon?

This is the first I've heard about this and I'll be in client meetings on Zoom much of the day.

Chris McNeil
Founder, Thaut
Strategic Thought Leadership Coaching & Consulting
Thought Leadership Marketing
833-Thaut.io (833.842.8846)
Mobile 843.818.3495
<http://thaut.io>
Host of Podcast: [Thought Leadership Studio](#)

LinkedIn
<https://www.linkedin.com/in/chris-mcneil-chs/>

From: Stephanie Phillips <communications@meridianresgrp.mailer.appfolio.us>
Sent: Wednesday, April 2, 2025 4:02 PM
To: chris.thaut.io <chris@thaut.io>; mcneilandpoyer@gmail.com
Cc: maintenance@meridianres.net
Subject: Rescheduled Unit Inspection

Good afternoon Residents,

Unit inspections are scheduled for tomorrow.

If you have pets, we ask that they be secured during the inspection to ensure a smooth process. You do not need to be present, but you are welcome to be there if you prefer.

Please note: If access is denied for any reason, a \$125 charge will be applied to your account, and services will be rescheduled. If access continues to be denied, this may result in a lease violation.

Thank you for your cooperation! Please let us know if you have any questions.

Sincerely,

Meridian Residential Group
8310 Rivers Ave. Suite B
North Charleston, SC 29406
Phone: 843-996-4987



C M McNeil mneilandpoyer@gmail.com

Re: Reschedule Unit Inspection

1 message

Meridian Manager meridianres.net

Thu, Apr 3, 2025 at 10:28 AM

To: C M McNeil mneilandpoyer@gmail.com, Stephanie Phillips

0a1c396d7ce207c37629b93fb52215528e9a9fe4ffb86bc0dddb7b2b655994b meridianresgrp.mailer.appfolio.us

Cc: Chris Thaut thaut.io, Maintenance Director maintenance@meridianres.net

Good morning,

I hope you are doing well. I wanted to follow up and let you know that the inspection cannot be rescheduled. The inspection is scheduled for 1:00pm today. I will coordinate with our team to make sure that your property is the first on the list. This way we will be in and out quickly and out of your way.

We are checking the fire alarms, fire extinguisher, and other general maintenance. This will be a quick inspection, and it should take less than 15 minutes to complete. Thank you for your cooperation.

Sincerely,

--

**Stephanie Phillips**

Assistant Property Manager

8310 Rivers Ave. Suite B,

North Charleston, SC 29406

(843)-996-4987

meridianresidentialgroup.com

**From:** C M McNeil mneilandpoyer@gmail.com**Date:** Wednesday, April 2, 2025 at 6:44 PM**To:** Stephanie Phillips 0a1c396d7ce207c37629b93fb52215528e9a9fe4ffb86bc0dddb7b2b655994b meridianresgrp.mailer.appfolio.us

C: chris@thaut.io, Maintenance Director maintenance@meridianres.net, Meridian Manager manager@meridianres.net

Subject: Re: Rescheduled Unit Inspection

Good evening,

Could we reschedule this inspection at a day/time that my husband/I can make work arrangements ahead of time?

My husband works from home and has scheduled appointments throughout the day tomorrow, and I am not sure that I can arrange a remote workday from my job. We need to be able to manage our elderly dog while you are here.

Also, can you also let us know what this inspection entails?

Thank you.

Meaghan Poyer & Chris McNeil

On Wed, Apr 2, 2025 at 4:01 PM Stephanie Phillips communications@meridianresgrp.mailer.appfolio.us wrote:

Good afternoon Residents,

Unit inspections are scheduled for tomorrow.

If you have pets, we ask that they be secured during the inspection to ensure a smooth process. You do not need to be present, but you are welcome to be there if you prefer.

Please note: If access is denied for any reason, a \$125 charge will be applied to your account, and services will be rescheduled. If access continues to be denied, this may result in a lease violation.

Thank you for your cooperation. Please let us know if you have any questions.

Sincerely,

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

| Phone: 843-996-4987 

From: chris.thaut.io
To: [Assistant Manager](#); [Meridian Manager](#)
Cc: [C&M McNeil](#)
Subject: Lease Continuity and Documentation of Honored Terms
Date: Thursday, May 8, 2025 5:41:00 PM
Attachments: [181-Gordon-Lease-Dispute-Summary.pdf](#)

Dear Stephanie,

Thank you for your response regarding the lease agreement.

To clarify, while the lease agreement dated February 1, 2022, may not display a physical signature from Roadstead Management, it was fully executed on our end and has been consistently honored by both Roadstead and Meridian.

This includes the payment and acceptance of rent, adherence to utility terms (specifically, landlord-paid water and sewer), and ongoing management communication referencing this lease.

Under South Carolina law, such conduct establishes a binding agreement:

- **S.C. Code § 27-40-320(a)** states that if a landlord accepts rent without reservation, it gives the rental agreement the same effect as if it had been signed and delivered by the landlord.
- General legal principles recognize that a contract can be implied from the conduct of the parties. Consistent actions aligning with the terms of an agreement can establish its enforceability.

To assist in clarifying the lease continuity and terms, we've attached a PDF summary outlining:

- The utility clause as stated in the lease,
- The 60-day change notification clause (which gives us until June 1, 2025),
- A timeline of rent acceptance and lease term adherence across management transitions.

We hope this clears up any misunderstanding and confirms the standing agreement as valid and active. We look forward to continuing our tenancy and will be in touch very soon with either a confirmation or a proposal for renewal.

Thank you again for your attention to this matter.

Warm regards,

Chris McNeil & Meaghan Poyer

Chris McNeil
Founder, Thaut
Strategic Thought Leadership Coaching & Consulting
Thought Leadership Marketing
833-Thaut.io (833.842.8846)
Mobile 843.818.3495
<http://thaut.io>
Host of Podcast: [Thought Leadership Studio](#)

Author of (upcoming): [Strategic Thought Leadership: The Book](#)

LinkedIn
<https://www.linkedin.com/in/chris-mcneil-chs/>

From: C&M McNeil <mcneilandpoyer@gmail.com>
Sent: Thursday, May 8, 2025 2:01 PM
To: chris thaut.io <chris@thaut.io>
Subject: Fwd: FW: Lease renewal for 181 Gordon

----- Forwarded message -----

From: **Meridian Manager** <manager@meridianres.net>
Date: Thu, May 8, 2025 at 12:49 PM
Subject: Re: FW: Lease renewal for 181 Gordon
To: C&M McNeil <mcneilandpoyer@gmail.com>

Good afternoon,

I hope you're doing well. I've reviewed the attached document you provided. While it does include your signature, it does not appear to be signed or acknowledged by the previous management company. Because of this, we are unable to uphold the terms outlined in the contract at this time.

If you have another version of the agreement that includes signatures from all parties, I would be more than happy to review it and honor the terms set forth in that fully executed contract. Please feel free to reach out if you have any questions or if there's anything else I can assist you

with.

Sincerely,

--



Stephanie Phillips
Assistant Property Manager
[8310 Rivers Ave. Suite B.](#)
[North Charleston, SC 29406](#)
(843)-996-4987
[meridianresidentialgroup.com](#)



From: C&M McNeil <mcneilandpoyer@gmail.com>

Date: Thursday, May 8, 2025 at 8:50 AM

To: Meridian Manager <manager@meridianres.net>

Cc: Assistant Manager <assistant@meridianres.net>, chris thaut.io <chris@thaut.io>

Subject: Re: FW: Lease renewal for 181 Gordon

Good Morning,

Please see our attached signed lease.

On Wed, May 7, 2025 at 10:24 AM Meridian Manager <manager@meridianres.net> wrote:

Good morning,

I hope you're doing well. After reviewing the lease contract that outlines the 60-day notice requirement, I noticed that the version we have on file does not include any signatures. If you could please provide a signed copy of this lease, we would be more than happy to accommodate the terms as outlined in that agreement. Feel free to send it over at your earliest convenience and let me know if you have any questions.

Sincerely,

--

Stephanie Phillips
Assistant Property Manager
[8310 Rivers Ave. Suite B.](#)
[North Charleston, SC 29406](#)

(843)-996-4987
meridianresidentialgroup.com

From: C&M McNeil <mcneilandpoyer@gmail.com>

Date: Monday, May 5, 2025 at 9:13 PM

To: Meridian Manager <manager@meridianres.net>, Assistant Manager
<assistant@meridianres.net>

Cc: chris thaut.io <chris@thaut.io>

Subject: Fwd: FW: Lease renewal for 181 Gordon

Resending as I got a bounce back due to another typo in manager@meridianres.net email address – please see below on 181 Gordon lease.

Thank you.

Chris McNeil
Founder, Thaut
Strategic Thought Leadership Coaching & Consulting
Thought Leadership Marketing
833-Thaut.io (833.842.8846)
Mobile [843.818.3495](tel:843.818.3495)
<http://thaut.io>
Host of Podcast: [Thought Leadership Studio](http://ThoughtLeadershipStudio.com)

Author of (upcoming): [Strategic Thought Leadership: The Book](#)

[LinkedIn](#)
<https://www.linkedin.com/in/chris-mcneil-chs/>

----- Forwarded message -----

From: chris thaut.io <chris@thaut.io>

Date: Mon, May 5, 2025 at 11:08 AM

Subject: FW: Lease renewal for 181 Gordon

To: manager@meridianres.net <manager@meridianres.net>

Cc: Asst. Manager <assistant@meridianres.net>

Resending as I got a bounce back due to a typo in manager@meridianres.net email address – please see below on 181 Gordon lease.

-
[Thank you.](#)

-
[Chris McNeil](#)

[Founder, Thaut](#)

[Strategic Thought Leadership Coaching & Consulting](#)

[Thought Leadership Marketing](#)

[833-Thaut.io \(833.842.8846\)](#)

[Mobile 843.818.3495](#)

<http://thaut.io>

[Host of Podcast: Thought Leadership Studio](#)

-
[Author of \(upcoming\): Strategic Thought Leadership: The Book](#)

-
[LinkedIn](#)

<https://www.linkedin.com/in/chris-mcneil-chs/>

From: [chris thaut.io](#)

Sent: Wednesday, April 30, 2025 6:10 PM

To: Asst. Manager <assistant@meridianres.net>; manager@meridianre.net

Cc: mcneilandpoyer@gmail.com

Subject: [Lease renewal for 181 Gordon](#)

-
[Hello,](#)

-
[Thank you for providing the new lease options.](#)

-
[We're grateful for the opportunity to continue our tenancy at 181 Gordon Street and we do intend to remain here, as it allows us to stay close to family during an important time.](#)

-
[We've reviewed our current lease and, per the 60-day notice provision for any changes in our current lease, we understand that we have until **June 1, 2025** to respond to the proposed changes.](#)

-
[This gives us a little time to properly evaluate the new terms and consider all the variables before committing to a decision.](#)

-
[Please know that we're taking this seriously and will get back to you **very soon** with a clear](#)

response or any counter-proposals we may have.

-
Our goal is to continue a respectful and constructive relationship.

-
Thank you again, and we'll be in touch shortly.

Warm regards,

Chris McNeil & Meaghan Poyer

-
Chris McNeil

Founder, Thaut

Strategic Thought Leadership Coaching & Consulting

Thought Leadership Marketing

833-Thaut.io (833.842.8846)

Mobile 843.818.3495

<http://thaut.io>

Host of Podcast: Thought Leadership Studio

-
Author of (upcoming): Strategic Thought Leadership: The Book

-
LinkedIn

<https://www.linkedin.com/in/chris-mcneil-chs/>

-

From: chris.thaut.io
To: [Meridian Manager](#); [Assistant Manager](#)
Subject: FW: Action Required: Important document awaiting review
Date: Saturday, July 5, 2025 7:20:00 PM
Attachments: [image.png](#)
Importance: High

Hello,

Please see the email below – as received from you - and inform – is this legitimate?

It appears to be a phishing attempt as the link redirected to a login that appeared to be for Microsoft exchange emails, except the URL was not authentic.

We also did not see any recent pdf's in the portal and wonder – if this is legitimate – why you would send in this manner instead of using the portal?

If it is a phishing email, please change your password and alert anyone else who may have received this from you, so they don't have their passwords stolen.

If it is legitimate, please send the pdf's in a way that does not require logging in to our email accounts, which have nothing to do with Meridian.

Thank you,

Chris McNeil and Meaghan Poyer

Chris McNeil
Founder, Thaut
Strategic Thought Leadership Coaching & Consulting
Thought Leadership Marketing
Mobile 843.818.3495
<http://thaut.io>
Host of Podcast: [Thought Leadership Studio](#)

Author of (upcoming): [Strategic Thought Leadership: The Book](#)

LinkedIn
<https://www.linkedin.com/in/chris-mcneil-chs/>

From: Meridian Manager <manager@meridianres.net>

Sent: Wednesday, July 2, 2025 1:08 PM

To: Meridian Manager <manager@meridianres.net>

Subject: Action Required: Important document awaiting review

Hello,

Please see the following files for your review

[Revised-contract-agreemnt.90847.PDF](#)

Sincerely,

Stephanie Phillips

Meridian Residential Group



843-996-4987

8310 Rivers Ave.

Suite B

North Charleston, SC 29406

<http://www.meridianresidentialgroup.com>

Stephanie Phillips
Meridian Residential Group



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Meridian Residential Group



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Suite B

North Charleston, SC 29406

<http://www.meridianresidentialgroup.com>

From: [Tara B.](#)
To: [chris.thaut.io](#); [Stephanie Phillips](#); [mcneilandpoyer@gmail.com](#)
Cc: [addison@meridianaresgrp.com](#)
Subject: Re: Follow-Up: Scheulde for Tomorrow
Date: Monday, July 14, 2025 4:53:07 PM
Attachments: [Outlook-py3gq32n.png](#)

Dear Mr. McNeil and Ms. Poyer,

Thank you for your message and for outlining your scheduling constraints so clearly. I appreciate your willingness to work collaboratively as we manage the showing and photography needs for the property.

We understand and respect that you run your business from home and are committed to minimizing disruption. Based on your note, the prospect has agreed to move the scheduled visit tomorrow from 2:00pm to 2:30pm as requested.

In accordance with *South Carolina Code § 27-40-530(c)*, landlords must provide 24 hours' notice and may only enter at "reasonable times." While the lease agreement (Section 3.3) defines this window as 9:00am–6:00pm, we also acknowledge that "reasonable" can include consideration of tenant availability. Going forward, we will accommodate your request by limiting property showings to **Tuesdays and Thursdays between the hours of 11:00 AM and 4:00 PM**. As required by *South Carolina Code § 27-40-530(c)*, you will continue to receive **at least 24 hours' advance written notice** of any scheduled visit. Additionally, you will receive a follow-up message indicating whether or not the showing has been confirmed by the prospective tenant.

We hope this approach strikes a reasonable balance that allows us to meet our obligations while respecting your time and minimizing disruption. Our intent is not to impose inconvenience, and certainly not to impact your professional obligations or well-being.

We'll consider this matter resolved tomorrow by showing and follow up imaging at 2:30. Thank you again for your cooperation.

Sincerely,

Tara Bayles

CFO / PMIC

8310 Rivers Ave. Suite B,



North Charleston, SC 29406
meridianresidentialgroup.com



Book time to meet with
me

From: chris thaut.io <chris@thaut.io>
Sent: Monday, July 14, 2025 4:34 PM
To: Stephanie Phillips
<99625cd817387ddb9209f0c608c9a78c32be7b287e64660607abadb2e0a98bd@meridianresgrp.mailer.appfolio.us>;
mcneilandpoyer@gmail.com <mcneilandpoyer@gmail.com>
Cc: addison@meridianaresgrp.com <addison@meridianaresgrp.com>; Tara B. <TaraBayles@meridianres.net>
Subject: RE: Follow-Up: Scheulde for Tomorrow

Hi Stephanie,

Thank you for the clarification. While we understand your intent to combine the photo session and showing to minimize disruption, the proposed timing still creates difficulty for us.

As I mentioned via text, 2:30pm would work tomorrow—not 2:00pm. I run a business from home, including scheduled podcast recordings and client meetings.

These aren't flexible activities—particularly interviews with high-profile guests, which are often booked months in advance and can be very difficult or even impossible to reschedule on short notice. Additionally, we have an older, frail dog to manage during any visits.

Per South Carolina Code § 27-40-530, entry must include not only 24 hours' notice, but must also occur at a **reasonable** time - which includes **taking tenant availability into account**. Reasonable timing isn't just a number on the clock - it involves respectful coordination.

Going forward, we ask that no future showings or visits be scheduled without first confirming availability. We'll be happy to designate a couple of consistent windows per week that work well for you and are also practical for us.

Please confirm ASAP if tomorrow's time can be moved to 2:30pm. If not, I'll need to reach out today to reschedule a client session, which I would prefer to avoid.

Best regards,
Chris McNeil & Meaghan Poyer

P.S. Rescheduling professional meetings has real costs. My client work is billed at \$375/hour, and losing access to a podcast guest or potential client due to last-minute disruption is not just inconvenient - it can cause lasting harm to relationships and business momentum. We appreciate your understanding and cooperation.

[Chris McNeil](#)

From: Stephanie Phillips <communications@meridianresgrp.mailer.appfolio.us>
Sent: Monday, July 14, 2025 10:44 AM
To: chris thaut.io <chris@thaut.io>; mcneilandpoyer@gmail.com
Cc: addison@meridianaresgrp.com; tarabayles@meridianres.net
Subject: Follow-Up: Scheulde for Tomorrow

Good morning,

Thank you for your message. To clarify, the scheduled visit is for photos and a prospective showing. We have combined both into the same window to minimize disruption. This is scheduled 2:00pm-3:00pm tomorrow.

Per South Carolina law (Section 27-40-530), landlords may enter the property with at least 24 hours' notice at reasonable times.

That said, the appointment scheduled for tomorrow will stand as originally scheduled. Going forward, we'd be happy to the 24 hour notice of enter that is required per SC law. I have attached the section quoted above.

Sincerely,
Stephanie Phillips
Assistant Property Manager

Meridian Residential Group
8310 Rivers Ave. Suite B
North Charleston, SC 29406
Phone: 843-996-4987

Exhibit O – Text Message Thread with Meridian Residential Group, LLC

Included

1. Table of Date-Time and Topic/Relevance
2. Text thread between Plaintiff McNeil and Meridian number +12058807701

Date-Time of Texts and Topic/Relevance

Date-Time	Topic/Relevance
4/28/2025 11:43:17 AM	Relates to May 8 correspondence with Stephanie Phillips where she misrepresented lease validity. (<i>Ex. N.</i>)
7/14/2025 8:28:08 AM	Matterport shoot scheduling (<i>Ex. CI-4.</i>)
7/14/2025 9:38:37 AM	Showing to a prospective new tenant while we still lived there – conflicts with “Owner wants renovations” narrative given for NTV. Also demonstrates their insensitivity to tenant schedule needs.
7/14/2025 4:38:48 PM	More texts around showing prospective new tenant, conflicting with renovations narrative.

Text message
3/5/2025 8:55:56 AM

Good morning James, due to the weather, the pest control and unit inspection have been canceled. We will update you once they are rescheduled. Thank you for your understanding!

Sincerely,

Meridian Residential Group
North Charleston SC 29406 (843) 996-4987
Reply STOP to unsubscribe.

4/28/2025 11:43:17 AM

Hi Meaghan, just a reminder that the deadline to respond to the lease renewal is 4/30/2025. If all parties do not sign or submit a notice to vacate by then, the lease will convert to month-to-month at the new rate. You can review and complete everything through your renter's portal. Let me know if you have any questions!

Thanks,
Stephanie Phillips
Assistant Property Manager
Meridian Residential Group
843-996-4987
Reply STOP to unsubscribe.

Hi James, just a reminder that the deadline to respond to the lease renewal is 4/30/2025. If all parties do not sign or submit a notice to vacate by then, the lease will convert to month-to-month at the new rate. You can review and complete everything through your renter's portal. Let me know if you have any questions!

Thanks,
Stephanie Phillips
Assistant Property Manager
Meridian Residential Group
843-996-4987

5/2/2025 10:43:03 AM

Good morning James McNeil ,

Please be advised that the power will be out for the next 2 hours. We are working to resolve the issue as quickly as possible.

For any questions or concerns during this time, please use our text line for communication.

Thank you for your patience and understanding,
Meridian Residential Group
8310 Rivers Ave, Suite B, North Charleston, SC 29406



Good morning James McNeil ,

We apologize for the confusion in our previous message. Please note that the power outage is occurring at our office, not at your property. Your utilities will not be affected.

Thank you for your understanding,
Meridian Residential Group
8310 Rivers Ave, Suite B, North Charleston, SC 29406

Ok

6/3/2025 3:37:38 PM

Good afternoon, This is a friendly reminder that pest control and unit inspection are scheduled for 11:00 AM tomorrow, June 4, 2025. Please note that service is required, and a return visit will incur an additional charge if our team is unable to access your unit at the scheduled time. Thank you for your cooperation!
Addison Bayles
Leasing Consultant
Reply STOP to unsubscribe.

7/14/2025 8:28:08 AM

Dear Tenants,
We will need to take a Matterport of your home on Monday, July 15th. Please make sure that your unit is well put together and can be photographed!

Addison Bayles
Leasing Consultant
Reply STOP to unsubscribe.

7/14/2025 9:38:37 AM

Hello, we're planning on showing your unit to a prospective tenant Tue Jul 15 at 2:00pm

The showing is set to last for 15 mins. Thank you!

--

Meridian Residential Group
(843) 996-4987



Hi – please note that under South Carolina law, reasonable advance notice and coordination are required before entering an occupied rental. Coordination means working times out between us, not dictating them to us. And that's just professionalism and basic courtesy. I work from home and have both client meetings and podcast interviews that I can't interrupt - and we also have an older dog to manage. I'm happy to provide set windows a few times per week for access, and work with you to find other times if those don't work for showings, but we'll need to agree on the timing in advance so it isn't disruptive to me making a living. Thanks for understanding. Chris McNeil & Meaghan Poyer PS - that said, while I have a meeting that overlaps, I can be ready for a showing tomorrow by 2:30 if that works.

Yes sir, I understand. I spoke to your wife this morning and I'm sorry for the confusion, I put the wrong date. The pictures will be taken tomorrow on July 15th. If you have any further questions please reach out and call (843)-261-6344.
Addison Bayles
Leasing Consultant

I appreciate that. But is it pictures tomorrow or a showing to a prospective tenant, or both? I got two separate texts for apparently two different things at the same time, and that time doesn't work for me for either. If you need to be in the house, it needs to be 2:30 and not 2 PM. I can't be expected to cancel an appointment for it. We are happy to work with you, we just need to work the times out between us for inside access. And I can set aside a few windows for you where I won't schedule those kinds of appointments.

I can call, but I'm busy preparing for something right now, so it will be later today.

7/14/2025 4:38:48 PM

Hello, we're planning on showing your unit to a prospective tenant Tue Jul 15 at 2:30pm

The showing is set to last for 15 mins. Thank you!

--

Meridian Residential Group
(843) 996-4987

Hi, we'd planned to show your unit Tue Jul 15 at 2:00pm but the showing was just cancelled.

If another showing is booked we'll send you a notice ahead of time.

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Meridian Residential Group
(843) 996-4987



7/14/2025 8:50:16 PM

Ok the 230 showing is fine.

7/15/2025 2:17:36 PM

As a reminder we will be showing your unit at 2:30 and will be taking pictures after the tour. If you have any questions please call the office: (843)-261-6344.
Addison Bayles
Leasing Consultant

