

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
)
) PLAINTIFFS' MOTION TO
) ALTER OR AMEND
) JUDGMENT PURSUANT TO
) RULE 59(e), SCRPC

2026 AUG 12 PM 3:55
JULIE J. ARMSSTRONG
CLERK OF COURT

FILED

Plaintiffs James C. McNeil and Meaghan Poyer move under Rule 59(e), SCRPC, to alter or amend the Order filed August 3, 2026 (the “Order”), which dismissed this action in its entirety, with prejudice, as a Rule 11 sanction resting on six findings of fact. The Order dismisses Counts II, IV, and V under SCRPC 12(b)(6) (Order pp. 11–15); denies leave to file the Second Amended Complaint as futile and as an additional sanction (Order pp. 22–23); and dismisses Counts I, III, and VI with prejudice as a SCRPC 11 sanction resting on Findings of Fact One through Six (Order p. 21).

This motion addresses each of those three rulings. Every finding relied on is contradicted by the record, by the governing rule, or by the Order's own text. The motion quotes the Order first and the record second, so each contradiction is visible on the motion's face, and it asks the Court to correct the Order or to state its ruling on each ground so the record is complete for appellate review. *Elam v. South Carolina Department of Transportation*, 361 S.C. 9, 24, 602 S.E.2d 772, 780

(2004). *Elam v. South Carolina Department of Transportation*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). It is served within ten days of receipt of written notice of entry and is timely under Rule 59(e), SCRCP.

I. THE ORDER ITSELF: SIXTY-SEVEN DAYS, AND WHAT THEY PRODUCED

At the May 28, 2026 hearing, the Court indicated a ruling would issue within approximately ten days. The Order issued sixty-seven days later, on August 3, 2026, five days after Plaintiffs' July 29, 2026 Notice of Strategic Thought Leadership and Federal Court Stance entered the docket. What the sixty-seven days produced is an order whose own pages contain the following defects, each developed with full citations in the sections below:

Defect in the Order	Where	Effect
The Analysis section dates the 2025 renewal, complaint, and notice-to-vacate events in 2026, reversing the sequence the Order's own Background recites.	Order, pp. 2, 12-13	Count IV (retaliation) dismissed on a reversed timeline
A finding that the filed record contains "no evidence" of Mr. Pettis consenting to email service, while the evidence sits in a Notice filed November 5, 2025.	Order, p. 6	Predicate Two for dismissal with prejudice
Rule 9(b), SCRCP, quoted only through its first sentence; the second sentence, which decides the question, is omitted.	Order, pp. 11-12	Count II (fraud) dismissed under the truncated rule
A statutory election ("may deliver a written notice") converted into a condition precedent, with no supporting case cited.	Order, pp. 14-15	Count V (habitability) dismissed

Defect in the Order	Where	Effect
The alter-ego count dismissed for lacking independent causes of action that the same Order removed as a sanction.	Order, p. 21	Count VI dismissed
A Rule 37 discovery case (<i>Karppi</i>) supplying the only sanctions standard quoted, for a Rule 11 dismissal of an entire action.	Order, p. 20	The terminating sanction issues without the governing burden
Within the Analysis, 17.6 percent of the text sits in verbatim runs of eight or more words shared with defense briefs; 507 shared sequences trace to SAC 181's May 22 memorandum; the longest run is 128 consecutive words.	Order, Analysis section	One movant's brief becomes the Order's reasoning, extended to all defendants
"This Court's Finds of Fact" in the sanctioning sentence; "MCNEIL & POYNER" in the Order's own exhibit caption; an exhibit entry dated 1/10/2025 filed between two November 2025 entries.	Order, p. 21; Exhibit A	None
Plaintiffs' June 22, 2026 Rule 41(a)(2) motion for voluntary dismissal without prejudice: absent from the Order and from its Exhibit A.	Entire Order	The case ends with prejudice while a motion to end it without prejudice sits unruled

Every defect in that table operates in the same direction. The date error dismisses Plaintiffs' count. The truncated rule dismisses Plaintiffs' count. The unsupported condition precedent dismisses Plaintiffs' count. The self-created absence dismisses Plaintiffs' count. The absent standard sustains the defense's sanction. The unruled motion is Plaintiffs' motion. An order's errors are ordinarily distributed at random; these are not distributed at random, and the sections below place each one on the record.

II. THE SIX PREDICATES, AGAINST THE RECORD

The Order rests dismissal with prejudice on “this Court’s Finds of Fact numbered One through Six.” (Order, p. 21.) It expressly withholds Findings Seven and Eight, the citation and artificial-intelligence findings that anchored the defense sanctions motions, from the sanctions basis. (Order, p. 19.) Finding Two is presented first because it is the predicate the filed record answers word for word.

Finding	The Order asserts	The record establishes
Two. Service	“After reviewing the entire available record of documents filed in these proceedings, this Court finds no evidence that Mr. Pettis consented to acceptance of service by e-mail from Plaintiffs.” (Order, p. 6.) Conduct “frivolous and abusive.”	The evidence is in the filed record. Plaintiffs’ Notice of Prior Service and Computed Deadlines, filed November 5, 2025, attaches Mr. Pettis’s own September 10, 2025 emails: “Yes, I represent both management and ownership (SAC 181, LLC)” and “I am in receipt of your cover letter / Summons and Complaint and accept service on behalf of SAC 181, LLC and Meridian Residential Group, LLC (hereinafter referred to as my ‘client’).” The Order itself denies the sanctions motion built on this same dispute. (Order, p. 6.)

Finding	The Order asserts	The record establishes
One. Subpoenas	Subpoenas “clearly invalid and unenforceable”; “the rule as it applies here is simple.” (Order, pp. 16-17.)	Rule 45(a)(3), SCRCF, tells a self-represented party that a subpoena must be “signed” by the clerk. Plaintiffs’ subpoenas were taken to the Clerk of Court and came back bearing the Clerk’s stamp, the stamp that carries the Clerk’s name and certifies filings. Nobody at the counter said the stamp was not the signature. No form, exemplar, or instruction for a clerk-issued subpoena exists in any public-facing material of this Court. Plaintiffs attempted to cure when told, and were told the cure was also wrong, again without instruction from the Clerk of Court office where the subpoenas were submitted. Attorneys never face any of this: they sign their own subpoenas.
Three. Lis pendens	“An absolute misrepresentation”; “a willful misrepresentation by the Plaintiffs.” (Order, pp. 9, 17-18.)	S.C. Code Ann. § 15-11-10 authorizes the notice in any “action affecting the title to real property.” Equitable claims qualify. <i>Lebovitz v. Mudd</i> , 293 S.C. 49, 54, 358 S.E.2d 698, 701 (1987). The alter-ego and equitable counts sat in a proposed pleading the Court left unrulid for 283 days, and the Order’s own phrase reaches claims Plaintiffs “sought to assert.”
Four. Motions	Emergency and disqualification motions “without any good ground.” (Order, p. 18.)	The Order disposed of the disqualification motions at page 3 as “resolved or otherwise rendered moot,” then revived them at page 18 as misconduct. No individual motion is analyzed in either place, and no sanctions filing noticed them as Rule 11 predicates.

Finding	The Order asserts	The record establishes
Five. Petition	Two sentences reciting that Plaintiffs petitioned the Supreme Court of South Carolina and that the Court declined original jurisdiction. (Order, p. 18.)	The recitation contains no finding and identifies no misconduct. The petition asked the state’s highest court to direct rulings on motions then pending 74 and 172 days, in a circuit that resolved a represented party’s Motion to Relieve Counsel in five days. Petitioning is the constitutional right of access in its most literal form.
Six. Continuance	The May 26 continuance motion “void of factual support or any good faith basis”; filed “[w]ith the very disposition Plaintiffs had sought scheduled.” (Order, p. 18.)	Eighty-six of the filing’s pages are exhibits, including comparative docket data and peer-reviewed research. The motion was health-based: both Plaintiffs experienced escalating panic attacks as fourteen defense filings landed on the Friday before Memorial Day and the long-pending accommodation and leave motions stayed silent. The mandamus petition sought rulings; the May 21 order recites that a hearing was scheduled; the motion asked that the hearing wait for the rulings. It postdates every sanctions paper, so no filing noticed it as a predicate.

III. RULE 11 APPLIES TO EVERY SIGNATURE. HERE, IT WAS APPLIED TO ONE

Rule 11 applies by its terms to every signature in a case. The table below lists documented conduct by each participant, with the consequence the record shows. Plaintiffs’ entries are honest procedural mistakes, made while doing their best inside procedures no one would explain, and cured or attempted to be cured. The defense entries are of a different kind, and several are the subject of pending claims and complaints.

The conduct	Who	Consequence
A written assertion that Mr. Pettis “is not counsel of record for SAC (and never was),” against Mr. Pettis’s own written acceptance of service, never substantiated after Plaintiffs’ written request.	Defense counsel (Phelps Dunbar)	Adopted as Finding Two
Direction to AppFolio, the records custodian, not to comply with subpoenas, documented in AppFolio’s own emails (Exhibit L to Plaintiffs’ January 2026 filings), sent 42 days before the LLR statutory deadline.	Meridian, through its representatives	None
Defense filings totaling thousands of words containing zero words engaging the documented evidence: word-count analysis filed March 6, 2026, and never rebutted.	Both defense firms	None
A June 30, 2026 email to chambers characterizing Plaintiffs’ lawful direct party-to-party communications as “harassing and threatening,” after S.C. Bar Ethics Advisory Op. 11-04 confirms parties may communicate directly.	Defense counsel (Phelps Dunbar)	None
Nine substantive May 22, 2026 filings captioned in the wrong court (“FOURTEENTH JUDICIAL DISTRICT”; Charleston sits in the Ninth Circuit), plus a sanctions memorandum calling the mandamus petition “a writ of certiorari” and dating the May 21, 2026 order “May 12, 2025.”	Defense counsel (Resnick & Louis)	None
An Analysis section dating 2025 events in 2026; “Finds of Fact”; “MCNEIL & POYNER”; an exhibit entry out of sequence by ten months.	The Order	None, except Count IV dismissed on the erroneous dates
A subpoena signature mistake by first-time self-represented litigants, followed by an attempted cure.	Plaintiffs	Predicate One for dismissal with prejudice
Discovery emailed to the attorney who had accepted service of the Complaint in writing for both entities.	Plaintiffs	Predicate Two for dismissal with prejudice

The pattern documented above is why Plaintiffs documented everything. From the earliest weeks of this case, when the first mischaracterizations of Plaintiffs appeared in correspondence and filings, Plaintiffs began preserving every communication in writing. That practice is the reason Mr. Pettis's acceptance of service exists in the court file, and it is a substantial part of the filing volume the Order counts against them. That preservation practice is why the Pettis correspondence exists in the court file today, and it is a substantial part of the filing volume the Order counts against Plaintiffs. Contemporaneous documentation is what allows this motion to answer each finding with a docket entry rather than a memory.

IV. FINDING TWO IS FALSE ON THE FILED RECORD

Finding Two rests on one factual assertion: that the record contains no evidence of Mr. Pettis consenting to accept service by email. The assertion is answered by a document filed nine months before the Order. Plaintiffs' Notice of Prior Service and Computed Deadlines, filed November 5, 2025, attaches as its Exhibit E the September 2025 correspondence of Attorney Eric Pettis. The words are his own. On September 9, 2025, in his Notice of Representation:

“If you have in fact filed a civil action against my Client, I will accept service on their behalf upon receipt.”

On September 10, 2025, at 9:41 a.m., asked directly whether he represented only Meridian or also SAC 181:

“Yes, I represent both management and ownership (SAC 181, LLC). Thank you.”

The same day, at 3:17 p.m.:

“I am in receipt of your cover letter / Summons and Complaint and accept service on behalf of SAC 181, LLC and Meridian Residential Group, LLC (hereinafter referred to as my ‘client’).”

He named both entities and defined them together as his client. That is written confirmation of representation and written acceptance of service for both defendants, from the attorney himself, in one day. The sequence that followed is short, and it is the argument:

- September 9-10, 2025: Mr. Pettis confirms representation of both entities in writing and accepts service for both.
- October 3, 2025: Plaintiffs serve their First Interrogatories and First Requests for Production on both entities through Mr. Pettis, with Charles Altman copied.
- October 28, 2025: Successor counsel asserts in writing that Mr. Pettis “is not counsel of record for SAC (and never was).”
- November 5, 2025: Plaintiffs ask both defense firms in writing to identify the specific defendant they contend fell outside Mr. Pettis’s representation and to produce the docket entry or written record they rely on. The same day, Plaintiffs file the Notice placing the Pettis correspondence in the court file.
- No response ever comes. The record contains none.
- August 3, 2026: The unsubstantiated assertion becomes Finding Two, and Finding Two becomes a predicate for dismissal with prejudice.

The structure deserves plain statement. The entities pressed demands at Plaintiffs through Mr. Pettis. They took service of the Complaint through him. When discovery attached to his acceptance, they disclaimed his authority. When asked in writing to substantiate the disclaimer, they produced nothing, and nothing is what the record still contains. Nine months later the disclaimer became a judicial finding, and the finding helped end the case. Every document in that sequence was written by the defense.

The Order also collides with itself. It denies SAC 181’s Motion for Sanctions (15), the motion built on this same dispute. (Order, p. 6.) Eleven pages later it adjudges the same conduct “frivolous and abusive” and makes it a predicate. (Order, p. 17.) A sanctions order must “describe

the conduct determined to constitute a violation of the rule and explain the basis for the sanction imposed.” *Runyon v. Wright*, 322 S.C. 15, 19, 471 S.E.2d 160, 162 (1996). No explanation connects the denial at page 6 to the predicate at page 17. Plaintiffs request that Finding Two be amended to conform to the filed record and stricken as a predicate.

V. THE MERITS RULINGS, IN ONE TABLE

Each merits ruling in the Order collides with the Order’s own text, the pleading it quotes, or the rule it applies. The collisions are set out side by side:

The Order rules	The text it collides with
Non-renewal “occurred before, not after, any purported complaint.” Count IV dismissed. (Order, pp. 12-13.)	The Order’s own Background: repair complaint May 23, 2025; Notice to Vacate May 29, 2025. Six days after, not before. (Order, p. 2.) The Analysis reached “before” by dating the events in 2026.
“Plaintiffs do not allege that they relied ... Plaintiffs also fail to state any cognizable damages.” Count II dismissed. (Order, p. 12.)	The Order quotes Paragraphs 40 and 43 of the Amended Complaint. Paragraph 42 sits between them and alleges reliance; Paragraphs 42 and 45 allege damages. The Order quotes around the paragraph that answers it.
Fraud pleadings defective because knowledge and intent are alleged “in a presumptive or conclusory manner.” (Order, p. 12.)	Rule 9(b), SCRCP, second sentence: “Malice, intent, knowledge, and other condition of mind of a person may be averred generally.” The Order quotes the first sentence and stops before the sentence that decides the question.
Habitability dismissed because § 27-40-610 notice is “integral to a tenant’s ability to pursue statutory liability.” (Order, pp. 14-15.)	The statute: a tenant “may deliver a written notice” and terminate. A permissive election. No South Carolina case is cited for the conversion into a condition precedent.

The Order rules	The text it collides with
Alter ego dismissed: “With no independent causes of action, there is no stand-alone basis.” (Order, p. 21.)	The same Order removed the independent causes of action, as a sanction, in the same disposition. The movant disclaimed the count (SAC 181 memorandum, n.3), and the Order concedes: “This Court has not considered these proposed claims in the light of a 12(b)(6) analysis.” (Order, p. 22.)

VI. FINDING THREE: A PRIVILEGED STATUTORY FILING, AND THE 283-DAY LOOP

The lis pendens statute authorizes the notice in any “action affecting the title to real property,” by unilateral filing, with no court approval required. S.C. Code Ann. § 15-11-10. Equitable claims satisfy the standard: an action to set aside a fraudulent conveyance is one “affecting title to real property.” *Lebovitz v. Mudd*, 293 S.C. 49, 54, 358 S.E.2d 698, 701 (1987). The filing of a lis pendens “enjoys the absolute privilege accorded to judicial proceedings,” and South Carolina law supplies the remedies for a contested notice: a motion to strike, and in a proper case an action for abuse of process. *Pond Place Partners, Inc. v. Poole*, 351 S.C. 1, 567 S.E.2d 881 (Ct. App. 2002). None of the cited authority makes a contested lis pendens a Rule 11 predicate for dismissing the underlying action with prejudice.

Plaintiffs’ alter-ego and single-business-enterprise theories reach the ownership of 181 Gordon Street itself: if the entity holding title is the alter ego of its principals, the true ownership of the property is what the action would determine. Those counts sat in the proposed Second Amended Complaint from October 24, 2025 forward, developed in Plaintiffs’ February 24, March

6, and March 20, 2026 filings, while the Motion for Leave waited. Here the timing numbers do the work. The Motion for Leave went unrulled for 283 days, in a circuit whose docket resolved a represented party's Motion to Relieve Counsel in five days. The accommodation request went unrulled 185 days. Those pendency figures, 74 and 172 days at the time, are what carried Plaintiffs to the Supreme Court of South Carolina in the first place. The loop closes as follows: the Court withheld the ruling that would have attached the equitable claims, and then adjudged the notice "an absolute misrepresentation" for lacking the claims the withheld ruling would have attached. The Order's own phrase, claims Plaintiffs "sought to assert," concedes which claims mattered. A willfulness finding requires knowledge of falsity; a party pursuing a statutorily privileged filing on case-law-supported theories, while the perfecting motion sits unrulled, has none. Plaintiffs request that Finding Three be amended accordingly.

VII. FINDING ONE: AN HONEST MISTAKE INSIDE A MECHANISM HIDDEN FROM THE PEOPLE WHO NEED IT

The Order calls the subpoena question "simple." (Order, p. 16.) Here is what the rule says to a self-represented reader: "The clerk shall issue a subpoena, signed but otherwise in blank, to a party requesting it, who shall complete it before service." Rule 45(a)(3), SCRPC. The word "signed" is doing invisible work in that sentence. The Clerk of Court certifies filings with a stamp that bears the Clerk's name. Plaintiffs presented their subpoenas at the Clerk's counter and received the Clerk's office file-stamp bearing the Clerk's name. To a self-represented reader in good faith, a stamp carrying the Clerk's name is the Clerk's signature; counter staff, who are instructed to withhold procedural guidance as legal advice, said nothing to the contrary. No form, no exemplar, and no public-facing instruction for obtaining a clerk-issued subpoena appears in any material

published by this Court; Plaintiffs have located none to this day. The rule's operative first sentence - the Clerk's mandatory issuance role - is unmentioned in the Order's analysis, and the good-faith mistake it invited is treated as bad faith. Attorneys never encounter the ambiguity, because Rule 45(a)(3) authorizes attorney signature directly.

That is the conduct Finding One adjudges “frivolous and abusive.” An honest mistake, inside an ambiguity, at a counter where staff are instructed to withhold procedural guidance as if it were legal advice, followed by a good-faith attempt to cure, is the opposite of Rule 11 bad faith. The Order’s analysis never mentions the rule’s first sentence, the Clerk’s mandatory role, the absence of any published mechanism, or the attempted cure. Plaintiffs request that Finding One be amended and stricken as a predicate, and they preserve the point: a procedural trap that operates only on self-represented parties, maintained by official silence, is a structural defect with consequences beyond this motion.

VIII. FINDINGS FOUR, FIVE, AND SIX: SANCTIONS WITHOUT NOTICE, AND A HEALTH-BASED CONTINUANCE DENIED

“[A] signing party or attorney is entitled to notice and an opportunity to respond prior to imposition of sanctions under Rule 11, SCRPC.” *Burns v. Universal Health Services, Inc.*, 340 S.C. 509, 514, 532 S.E.2d 6, 9 (Ct. App. 2000). Notice runs predicate by predicate. Three predicates fail on the face of the docket.

Finding Four revives motions that page 3 of the same Order retired as “resolved or otherwise rendered moot.” No sanctions filing identified them as proposed predicates. No individual motion is analyzed anywhere in the Order.

Finding Five recites, in two sentences, that Plaintiffs petitioned the Supreme Court of South Carolina and that the Court declined original jurisdiction on May 21, 2026. It contains no verb of misconduct. What the petition did was ask the state’s highest court to direct rulings on motions then pending 74 and 172 days, supported by comparative docket data showing the same circuit resolving a represented party’s motion in five days. Counting that petition among the predicates for ending a case sanctions the constitutional right of access itself.

Finding Six sanctions a motion filed May 26, 2026, four days after the last defense sanctions filing; no sanctions paper could have noticed it, and none did. The context matters and belongs on this record. On May 21 and 22, sixteen defense filings entered the docket, fourteen of them on the Friday before Memorial Day weekend, while the accommodation request (pending since January 30) and the Motion for Leave (pending since October 24) remained silent. Both Plaintiffs, one of them carrying a documented PCL-5 score of 76 of 80, began experiencing escalating panic attacks. The May 26 motion asked for one thing: that the hearing wait until the Court ruled on the accommodation and leave motions. It was supported by 86 pages of exhibits, including the comparative docket data. The Order calls it “void of factual support,” denies that a health basis existed, and counts the request itself as misconduct. A health-based continuance request, made during a documented psychiatric escalation, in the week the docket received sixteen opposing filings, was treated as sanctionable while the statute the defense itself invoked, S.C. Code Ann. § 15-36-10(D), contemplates thirty days to respond to such allegations. The process afforded six calendar days containing one business day.

IX. THE SANCTION: THE ORDER’S OWN WORDS, THEN THE LAW

So that the reader need not leave this page, here is the entirety of the Order’s sanctions reasoning, quoted:

“The Court is mindful that striking a pleading is harsh medicine that should not be administered lightly. *Karppi v. Greenville Terrazzo Co., Inc.*, 327 S.C. 538, 544, 489 S.E.2d 679, 682 (Ct. App. 1997).” (Order, p. 20.)

“[T]hese Plaintiffs have simply exhausted any available leniency.” (Order, p. 20.)

“I find that this Court’s Finds of Fact numbered One through Six above warrant imposition of severe and dispositive sanctions.” (Order, p. 21.)

That is the whole apparatus: a quotation from a Rule 37 discovery case about striking a pleading, a sentence about leniency, and a conclusion. Now the law the Order does not quote. The Meridian defendants' own May 22, 2026 Memorandum of Law in Support of Motion for Sanctions supplied the burden for the sanction actually imposed. The two sentences appear consecutively in that memorandum. The Order adopts the first, in substance, at page 20 ("striking a pleading is harsh medicine that should not be administered lightly"). The second sentence, on the very next line of the same memorandum, states the burden:

“Where the sanction would be tantamount to granting a judgment by default, the moving party must show bad faith, willful disobedience or gross indifference to the rights of the adverse party.”

Karppi v. Greenville Terrazzo Co., Inc., 327 S.C. 538, 489 S.E.2d 679 (Ct. App. 1997), the case the Order does quote for its sanctions apparatus, is a Rule 37 discovery-sanctions case governing striking a pleading. The Order applied that standard to impose dismissal with prejudice,

a sanction the Meridian brief itself, in the same paragraph as the "harsh medicine" line, identified as governed by a different, unquoted standard.

Measured against the standard the movants themselves briefed: “bad faith” appears once in the six predicates (Finding Three), “gross indifference” once (Finding Six), and Findings One, Two, and Four recite only “frivolous and abusive” while Finding Five recites nothing at all. The words “lesser sanction” appear nowhere in the twenty-nine pages. No fees were awarded, no filing restriction imposed, no intermediate step weighed on the page; the Order proceeds from full leniency to the most severe disposition South Carolina procedure allows, in one motion, on six days’ notice. Because the decision to impose Rule 11 sanctions is one in equity and the appellate court reviews the factual findings de novo, *Pee Dee Health Care, P.A. v. Est. of Thompson*, 424 S.C. 520, 538 n.11, 818 S.E.2d 758, 768 n.11 (2018) (cited at Order p. 21), the record on lesser sanctions is essential and, at present, empty.

Plaintiffs request that the Court state, as to each predicate, the lesser sanctions considered, the reason each was rejected, and the basis for finding bad faith, willful disobedience, or gross indifference.

X. THE ADA RULINGS: A THRESHOLD THE REGULATION FORBIDS, AND AN OBSERVATION WITHOUT A BASELINE

The Order’s words: “No affidavit, record or documentation of any medical provider or professional reflects that Mr. McNeil is diagnosed with physical or mental impairment that would qualify for accommodation under the ADA ... I find no evidence that Mr. McNeil has an ADA disability.” (Order, p. 4.) And: “This Court did not observe that Mr. McNeil appeared to suffer from any visible impairment of mobility, communication or other skills.” (Order, p. 3.)

The governing regulation directs the opposite inquiry on every element: disability is construed “broadly in favor of expansive coverage,” 28 C.F.R. § 35.108(a)(2)(i); the comparison “usually will not require scientific, medical, or statistical evidence,” § 35.108(d)(1)(vii); and post-traumatic stress disorder sits on the regulation’s list of predictable assessments as an impairment that “substantially limit[s] brain function,” § 35.108(d)(2)(iii)(K). The provider-documentation threshold the Order applies is the threshold the regulation removes. The record contained: the January 30, 2026 filing reporting a PCL-5 score of 76 of 80 with an indexed exhibit titled “PCL-5 Clinical Documentation (76/80 Score)”; sworn affidavits from both Plaintiffs describing functional limitations; the March 27, 2026 notice documenting that MUSC Forensic Psychiatry requires an attorney to receive and direct a forensic evaluation, a barrier that exists only for self-represented parties; and a further sworn affidavit filed July 29, 2026, five days before the Order.

The observation deserves its own paragraph. The Court’s entire in-person experience of Mr. McNeil is one hearing, May 28, 2026, conducted during the documented escalation described in Section VIII. The Court has never seen Mr. McNeil’s ordinary functioning and therefore has no baseline against which to measure impairment; a person’s functioning under observation says nothing about what the functioning costs, and PTSD manifests in sleep, concentration, and cognitive regulation, categories invisible from a bench. Meanwhile the requested accommodations were modest and already in the courthouse’s gift: electronic filing access and remote appearance for non-evidentiary hearings. On March 23, 2026, defense counsel requested Webex attendance by email, citing schedule restrictions, and access followed; Plaintiffs’ January 30 motion for the same access waited 185 days and was denied in the order ending their case. Plaintiffs request reconsideration under § 35.108 and a statement of the standard applied.

XI. PLAINTIFFS' RULE 41(a)(2) MOTION REMAINS UNRULED

On June 22, 2026, Plaintiffs moved for voluntary dismissal without prejudice under Rule 41(a)(2), SCRCF. The Order does not mention the motion; it appears neither in the Order's text nor in its Exhibit A. Whatever the intended scope of the recital that the Court "has considered and ruled on all outstanding motions" save sanctions and leave (Order, p. 15), the June 22 motion received no ruling. A motion that would have ended this case without prejudice was pending when the case was ended with prejudice. Plaintiffs request a ruling, and in the alternative that the judgment be amended to a dismissal without prejudice.

XII. THE ORDER'S ANALYSIS TRACKS ONE MOVANT'S BRIEF, INCLUDING ITS ERRORS, AND EXTENDS IT TO ALL DEFENDANTS

The following measurements are reproducible by text comparison of public documents. Within the Order's Analysis section, 17.6 percent of the text sits inside verbatim runs of eight or more consecutive words shared with defense filings. One document, SAC 181's May 22, 2026 Memorandum of Law in Support of its Partial Motion to Dismiss, accounts for 507 of the shared sequences; the next-highest source supplies 40. The longest shared passage runs 128 consecutive words. The Order's Rule 12(b)(6) standard, with both case citations, matches the same memorandum for 147 consecutive words. The erroneous 2026 dates addressed in Section V entered the Analysis in the same form they appear in that memorandum; the Background, which no brief parallels, carries the correct 2025 dates. The Order incorporates SAC 181's supplemental memorandum by reference twice. (Order, p. 19.)

Where the memorandum argued that “the amended complaint does not set forth any facts that could give rise to a claim against SAC 181,” the Order’s corresponding sentence reads “against Defendants.” (Order, p. 15.) The Meridian defendants briefed separately through different counsel and received the benefit of another movant’s arguments without Plaintiffs ever being noticed. The measurements underlying this paragraph are reproducible from public documents and are set out with methodology, source pairs, and matched spans in Exhibit B (Textual Provenance Report), which is incorporated by reference.

Counsel for SAC 181 had supplied the sequence in advance, in a May 22, 2026 letter to the Court copied to all parties: hear sanctions first, “because if the Court grants the ultimate relief sought in that Motion, the case would be dismissed with prejudice, which would then moot all other motions and obviate the need to hold hearings on any of the other motions.” Plaintiffs offer this sequencing observation as a matter of record as the record itself is what a reviewing court will weigh. The Order followed that sequence to the letter, and the ruling promised within ten days of the May 28 hearing arrived sixty-seven days later, five days after Plaintiffs’ July 29 filing addressed the artificial-intelligence narrative on which the sanctions motions were built. Plaintiffs place these facts on the record for this Court to address in the first instance.

XIII. THE FOOTNOTE 4 CHARACTERIZATION

Footnote 4 of the Order quotes a page at rocketsfight.org and suggests Plaintiffs are marketing an “asset” to law firms from this pro se litigation. The Order expressly declines to make that a basis for sanctions (Order p. 20). Plaintiffs note the point on this record for two reasons. First, the site is a First-Amendment-protected transparency archive that documents the case with primary-source citations and is available to anyone, including the

Court and opposing counsel; the "Conflicts Check" language the footnote quotes is a screening step by which any interested firm confirms it has no adverse representation before receiving further information. Second, whatever a reviewing court may make of the site, its content is materially separate from the six sanctions findings the Order relies on, and it should be treated as separate in any subsequent proceeding.

XIV. THE STRUCTURAL CONTEXT THIS RECORD SITS INSIDE

Two background facts frame this record for any reviewing court or reader. First, South Carolina and Virginia are the only two states whose legislatures alone elect judges; South Carolina's candidates are screened by a Judicial Merit Selection Commission on which lawyer-legislators sit, and roughly thirty percent of the General Assembly are lawyers who may appear before the judges they elect. That structure has been the subject of sustained reform debate in the General Assembly and the press precisely because of the conflicts it builds in. Second, the national numbers on landlord-tenant litigation: on average, 81 to 84 percent of landlords are represented by counsel in eviction-related proceedings, against 3 to 4 percent of tenants. Self-represented tenants asserting statutory rights against represented owners and managers are the situation those numbers describe, and the procedural pattern documented in this motion, from the subpoena mechanism through the accommodation request through the sanction, is what that imbalance looks like in a single case file. Plaintiffs offer this context so the record travels complete.

XV. EXHIBITS

Exhibit A, Record-Contrast Tables on the August 3, 2026 Order, places each ruling addressed above beside the record that answers it.

Exhibit B, Textual Provenance Report, sets out with methodology and matched spans the measurements referenced in Section XII.

Exhibit C is the Notice of Prior Service and Computed Deadlines filed November 5, 2025, with its Exhibit E, resubmitted for the Court's convenience. Every quoted string in this motion and its exhibits appears verbatim in the cited source document. All three exhibits are incorporated herein by reference.

XVI. RELIEF REQUESTED

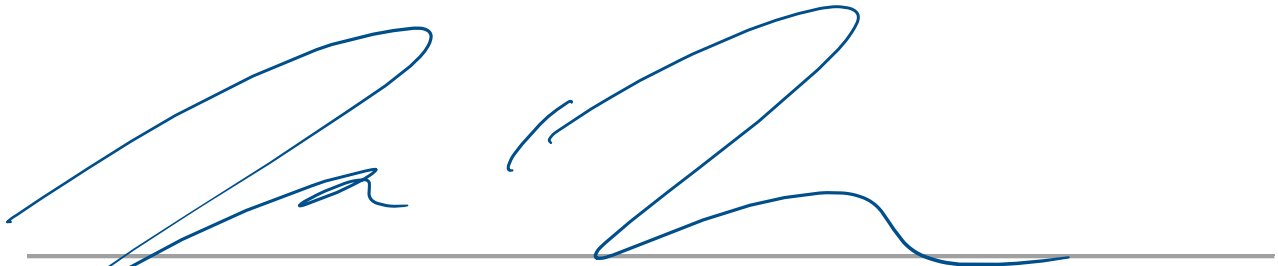
Plaintiffs request that the Court:

1. Vacate the dismissal with prejudice and reinstate Plaintiffs' causes of action;
2. Amend Findings One through Six to conform to the record identified in Sections II, IV, VI, VII, and VIII, and state as to each retained predicate the notice given, the response opportunity afforded, the lesser sanctions weighed, and the basis for finding bad faith, willful disobedience, or gross indifference;
3. Rule on Plaintiffs' June 22, 2026 Motion for Voluntary Dismissal Without Prejudice, or amend the judgment to a dismissal without prejudice;
4. Reconsider the dismissals of Counts II, IV, V, and VI under Section V, and reconsider the denial of leave to amend;

5. Reconsider the denial of the ADA accommodation requests under 28 C.F.R. § 35.108 and state the standard applied;
6. Address on the record the provenance measurements and the extension of one movant's arguments to all defendants set out in Section XII; and
7. As to any ground on which relief is declined, state the Court's ruling so that the record is complete for appellate review. *Elam*, 361 S.C. at 24, 602 S.E.2d at 780.

Plaintiffs submit this motion on the record and the papers, and stand ready for a hearing at the Court's direction.

Respectfully submitted this 12th day of August, 2026.

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 'Meaghan Poyer', written over a horizontal line.

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

EXHIBIT A

Record-Contrast Tables on the August 3, 2026 Order

RECORD-CONTRAST TABLES ON THE AUGUST 3, 2026 ORDER

McNeil & Poyer v. SAC 181, LLC et al., Case No. 2025-CP-10-05095

The left column carries what a court or a defense firm asserted; the right column carries the record that answers it.

1. THE SERVICE FINDING: A JUDICIAL “NO EVIDENCE” AGAINST THE ATTORNEY’S OWN WORDS	
The court found	The docket holds
“After reviewing the entire available record of documents filed in these proceedings, this Court finds no evidence that Mr. Pettis consented to acceptance of service by e-mail from Plaintiffs.” (Order of Aug. 3, 2026, p. 6.)	Plaintiffs’ Notice of Prior Service and Computed Deadlines, filed November 5, 2025, attaches the evidence as its Exhibit E. Pettis, September 10, 2025, 9:41 a.m.: “Yes, I represent both management and ownership (SAC 181, LLC).” Same day, 3:17 p.m.: “I am in receipt of your cover letter / Summons and Complaint and accept service on behalf of SAC 181, LLC and Meridian Residential Group, LLC (hereinafter referred to as my ‘client’).” The evidence sat in the court file for nine months before the finding issued.
Defense counsel, October 28, 2025: Mr. Pettis “is not counsel of record for SAC (and never was).”	Mr. Pettis’s September 9, 2025 notice: “If you have in fact filed a civil action against my Client, I will accept service on their behalf upon receipt.” The entities pressed demands through him, took service of the Complaint through him, and disclaimed him when discovery attached to his acceptance.
Plaintiffs asked both defense firms in writing, November 5, 2025: name the defendant outside Mr. Pettis’s representation, and produce the record you rely on.	No response. Ever. Nine months of silence later, the unsubstantiated position became Finding Two, and Finding Two became one of six predicates for dismissing the case with prejudice.
The same order denies SAC 181’s Motion for Sanctions (15), the motion built on this exact service dispute. (Order, p. 6.)	Eleven pages later, the same conduct is “frivolous and abusive” and helps end the case. (Order, pp. 17, 21.) The order never explains how a dispute that merited no sanction at page 6 became a firing offense at page 17.

Email service from Plaintiffs treated as improper.	Resnick & Louis served its Answer on Plaintiffs by email, October 16, 2025. Bilateral written email-service consent was completed October 17, 2025, on terms defense counsel proposed. The order itself reached Plaintiffs by email on August 4, 2026.
2. ERRORS AND CONSEQUENCES: RULE 11 RAN IN ONE DIRECTION	
The error, and its author	The consequence
Nine substantive May 22, 2026 defense filings captioned “FOURTEENTH JUDICIAL DISTRICT.” Charleston sits in the Ninth Judicial Circuit. (Resnick & Louis.)	None.
A sanctions memorandum calling Plaintiffs’ mandamus petition “a writ of certiorari” and dating the Supreme Court’s May 21, 2026 order “May 12, 2025.” (Resnick & Louis.)	None. The memorandum demanding sanctions for Plaintiffs’ filing quality misidentifies both the instrument and the date of the order it quotes.
“Not counsel of record for SAC (and never was),” written against the attorney’s own acceptance of service. (Phelps Dunbar.)	Adopted as Finding Two.
The Analysis section of the order dates the 2025 renewal, complaint, and notice-to-vacate events in 2026, reversing the sequence its own Background recites. (The Court.)	Count IV (retaliation) dismissed on the reversed timeline.
“Finds of Fact” in the sanctioning sentence; “MCNEIL & POYNER” in the order’s own exhibit caption; an exhibit entry dated 1/10/2025 filed between two November 2025 entries. (The Court.)	None.
A subpoena signature defect by first-time self-represented litigants, cured by re-service. (Plaintiffs.)	Predicate One for dismissal with prejudice.

Discovery emailed to the attorney who accepted service of the Complaint in writing. (Plaintiffs.)	Predicate Two for dismissal with prejudice.
3. THE MERITS RULINGS AGAINST THE ORDER’S OWN TEXT AND THE RULES	
The ruling	The text it collides with
Non-renewal “occurred before, not after, any purported complaint.” (Order, p. 12.)	The order’s own Background: complaint May 23, 2025; Notice to Vacate May 29, 2025. Six days after. (Order, p. 2.) The Analysis reached “before” by moving the events to 2026.
“Plaintiffs do not allege that they relied ... Plaintiffs also fail to state any cognizable damages.” (Order, p. 12.)	The order quotes Paragraphs 40 and 43 of the Amended Complaint. Paragraph 42 sits between them and alleges reliance; Paragraphs 42 and 45 allege damages. The order quotes around the paragraph that defeats it.
Fraud dismissed because knowledge and intent are pleaded “in a presumptive or conclusory manner.” (Order, p. 12.)	Rule 9(b), SCRCP, second sentence: “Malice, intent, knowledge, and other condition of mind of a person may be averred generally.” The order quotes the rule’s first sentence and stops before the sentence that decides the question.
Habitability dismissed because § 27-40-610 notice is “integral to a tenant’s ability to pursue statutory liability.” (Order, pp. 14-15.)	The statute: a tenant “may deliver a written notice” and terminate. An election, in permissive language. No South Carolina case is cited, because the sentence has none to cite.
Alter ego dismissed: “With no independent causes of action, there is no stand-alone basis.” (Order, p. 21.)	The same order removed the independent causes of action, as a sanction, in the same disposition. The movant had disclaimed the count (SAC 181 memo, n.3), and the order admits the proposed claims got no merits review: “This Court has not considered these proposed claims in the light of a 12(b)(6) analysis.” (Order, p. 22.)

Lis pendens: “an absolute misrepresentation,” “willful.” (Order, pp. 9, 17-18.)	S.C. Code § 15-11-10 authorizes the notice in any action affecting title; equitable claims qualify (<i>Lebovitz v. Mudd</i> , 293 S.C. 49 (1987)); the filing is absolutely privileged (<i>Pond Place Partners v. Poole</i> , 351 S.C. 1 (Ct. App. 2002)). The perfecting Motion for Leave sat unruled 283 days while the court adjudged the notice false for lacking the claims the unruled motion carried.
4. THE ADA RECORD: THE STANDARD APPLIED VERSUS THE STANDARD THAT GOVERNS	
The court	The regulation and the record
“No affidavit, record or documentation of any medical provider or professional ... I find no evidence that Mr. McNeil has an ADA disability.” (Order, p. 4.)	28 C.F.R. § 35.108: disability is construed “broadly in favor of expansive coverage”; comparison “usually will not require scientific, medical, or statistical evidence”; PTSD “substantially limit[s] brain function” as a predictable assessment. The provider-documentation threshold the order applies is the threshold the regulation removes.
“This Court did not observe that Mr. McNeil appeared to suffer from any visible impairment of mobility, communication or other skills.” (Order, p. 3.)	One hearing. No prior in-person experience. No baseline of ordinary functioning to compare against. PTSD lives in sleep, concentration, and cognitive regulation, categories a morning in a courtroom cannot see.
The accommodation request, filed January 30, 2026, waited unruled into August.	On March 23, 2026, defense counsel emailed a Webex request citing schedule restrictions. Access followed. The self-represented parties’ January 30 motion for the same access was denied 185 days after filing, in the order ending their case. Same courthouse. Same technology. Different route in.
MUSC Forensic Psychiatry, per Plaintiffs’ filed March 27, 2026 notice, requires an attorney to receive and direct a forensic evaluation.	The court demanded provider documentation that the provider system routes through counsel, from litigants proceeding without counsel, and then treated its absence as absence of evidence. The January 30 filing carried a PCL-5 score of 76 of 80 with an indexed clinical-documentation exhibit and sworn affidavits.

5. THE PETITION: SANCTIONED FOR ASKING COURTS TO RULE	
What happened	What it became
Plaintiffs petitioned the Supreme Court of South Carolina for a writ directing rulings on motions pending 74 and 172 days. The Court declined original jurisdiction on May 21, 2026, noting a hearing was scheduled.	Finding Five: two sentences reciting the petition and the declination. No misconduct named. No rule cited. No finding made. It stands among the six predicates for dismissal with prejudice: the constitutional right to petition, counted as grounds for ending a case.
Plaintiffs moved on May 26, 2026 to continue the hearing until the long-pending motions were ruled.	Finding Six calls the motion “void of factual support”; 86 of its pages are exhibits. It postdates every defense sanctions filing, so no paper noticed it as a Rule 11 predicate. The court denied the continuance before the motion was formally docketed.
Plaintiffs moved on June 22, 2026 for voluntary dismissal without prejudice under Rule 41(a)(2).	The order never mentions it. The case ended with prejudice while a motion to end it without prejudice sat unrulcd.
READING THE TABLES	
In every pairing above, the answer to the assertion comes from the same document as the assertion, or from a document the asserting party wrote. Every quoted string appears verbatim in the cited source. Court orders and defense filings are e-filed and text-searchable on the public docket. Plaintiffs’ filings enter the record as scanned images without a text layer; each is identified by title and filing date so any reader can locate it.	

EXHIBIT B

Textual Provenance Report

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.

EXHIBIT B - TEXTUAL PROVENANCE REPORT

To Plaintiffs' Motion to Alter or Amend Judgment (Rule 59(e), SCRCP)

Purpose

This Exhibit sets out the textual overlap between the Court’s August 3, 2026 Order and the defense filings submitted on or around May 22, 2026, without speculation as to motive. It supports the measurements referenced in Section XII of Plaintiffs’ Rule 59(e) motion. Every quoted string appears verbatim in the cited source.

Method

Source corpus: 41 defense filings, including filings from both SAC 181, LLC (Phelps Dunbar) and the Meridian defendants (Resnick & Louis). Text was extracted from each PDF; e-filing watermarks and pagination were stripped; duplicate copies were de-duplicated.

Two comparisons were run against the text of the August 3, 2026 Order:

1. Word-sequence shingle matching at fixed run lengths of 4, 5, 6, 7, and 8 consecutive words; and
2. Edit-tolerant sequence alignment, which recovers passages that carry small internal edits (a word inserted, a party name substituted). Both are standard, reproducible text-comparison methods, and both operate on public documents.

1. Coverage by Verbatim Run Length

Percentages measure Order text sitting inside a verbatim run of the specified length or longer, shared with at least one defense filing. Shorter run-lengths recover passages that carry small internal edits addressed in Part 3 below.

Minimum verbatim run	Order — Analysis section onward	Whole Order (29 pp.)
8 consecutive words	17.6%	12.3%
7 consecutive words	18.6%	13.2%
6 consecutive words	20.2%	15.2%
5 consecutive words	21.2%	17.6%
4 consecutive words	25.1%	21.4%

2. Single-Source Concentration

Of all shared word-sequences between the Order and the 41-document defense corpus, 507 come from a single document: SAC 181’s *Memorandum of Law in Support of its Partial Motion to Dismiss the Amended Complaint*, filed May 22, 2026 (“SAC 181 MTD”).

The next-highest single contributor supplies 40. Edit-tolerant alignment against the SAC 181 MTD alone accounts for **721 words - 14.4 percent - of the Order’s Analysis-onward text.**

3. The Longest Shared Passages

Each row identifies an Order passage, the length of the verbatim match (in consecutive words), and the source filing. All matches trace to SAC 181’s May 22, 2026 Memorandum in Support of Partial Motion to Dismiss.

Order passage	Matched length	Source filing
Retaliation analysis and lease-renewal dates	152 words within a 166-word passage (8 fragments)	SAC 181 MTD, May 22, 2026
Rule 12(b)(6) standard, with Spence and Doe v. Marion citations	147 consecutive words	SAC 181 MTD
S.C. Code Ann. § 27-40-610 notice construction	107 words within 109	SAC 181 MTD
Inman nine-elements rule and Rule 9(b) quotation	62 words within 62	SAC 181 MTD
Postmark allegation recitation	49 words within 50	SAC 181 MTD
Negligence dismissal holding	44 words within 56 (4 fragments)	SAC 181 MTD
S.C. Code Ann. § 27-40-910 statutory text	40 words within 47	SAC 181 MTD
Reliance holding	14 words, exact	SAC 181 MTD

4. The Edit Pattern Inside the Long Passages

The internal edits inside the long passages are uniform in function: each converts a movant’s advocacy into the court’s adjudication, or broadens a single movant’s argument to all defendants, or both. Sample edits, quoted verbatim:

SAC 181 Memorandum — May 22, 2026	August 3, 2026 Order	The edit
“the amended complaint does not set forth any facts that could give rise to a claim against SAC 181 for negligence or breach of duty or warranty and thus this claim should be dismissed pursuant to SCRCP 12(b)(6)”	“I find the amended complaint does not set forth any facts that could give rise to a claim against Defendants for negligence or breach of duty or warranty. Accordingly, I find and conclude that this claim is dismissed pursuant to SCRCP 12(b)(6)”	Inserted “I find.” Changed “SAC 181” to “Defendants.” Changed “should be dismissed” to “is dismissed.”
“Plaintiffs have not identified any actions or conduct on behalf of SAC 181 that may give rise to a cause of action for negligence or any breach of duty or warranty”	“Plaintiffs have not identified any actions or conduct on behalf of Defendants that give rise to a cause of action for negligence or any breach of duty or warranty”	Changed “SAC 181” to “Defendants.” Removed “may,” converting a possibility into a determination.
“Plaintiffs’ own allegations demonstrate that SAC 181’s lawful act to not renew a lease occurred before, not after, any purported complaint”	“Plaintiffs’ own allegations demonstrate that the decision and notice of non-renewal of lease occurred before, not after, any purported complaint”	Replaced the party-specific characterization with a neutral one. Retained the conclusion and the erroneous 2026 dates that follow it.
“Additionally, Rule 9(b) of the South Carolina Rules of Civil Procedure states that...”	“Rule 9(b) of the South Carolina Rules of Civil Procedure states that...”	Removed the transitional word. Retained the single-sentence quotation and the omission of Rule 9(b)’s second sentence.
“a party may move to dismiss a complaint against him based on a failure to state facts...”	“a party may move to dismiss a complaint based on a failure to state facts...”	Removed “against him.” Retained 147 consecutive words including both case citations.

Two consequences of these edits are material to Section XII of the motion:

1. **First, the movant swap.** SAC 181’s Memorandum argued for the dismissal of causes of action against SAC 181. The edited passages in the Order apply the same argument to “Defendants,” extending the effect of one movant’s brief to defendants represented separately by different counsel (Resnick & Louis for the Meridian defendants), without notice to Plaintiffs.

2. **Second, the disclaimed count.** SAC 181’s Memorandum, at footnote 3, states: “It is SAC 181’s understanding that purported Count VI, entitled ‘Alter Ego/Piercing Corporate Veil’ is not meant to be directed to and/or involve SAC 181.” The Order nonetheless dismisses Count VI (Order p. 21). The count the movant disclaimed appears in the disposition.

5. The Sanctions Standard Adopted, and the Sentence Left Behind

The sanctions standard reached the Order from the Meridian defendants’ May 22, 2026 filings. The Order adopted one sentence from that source and left the next sentence — the one stating the applicable burden — unquoted.

Meridian / Resnick & Louis brief, May 22, 2026 (consecutive sentences)	In the August 3, 2026 Order
“When the court orders default or dismissal, or the sanction itself results in default or dismissal, the end result is harsh medicine that should not be administered lightly.”	Present, in substance: “This court recognizes that striking a pleading is harsh medicine that should not be administered lightly.” (Order p. 20.)
“Where the sanction would be tantamount to granting a judgment by default, the moving party must show bad faith, willful disobedience or gross indifference to the rights of the adverse party.”	Absent. The word “tantamount” appears zero times in the twenty-nine-page Order. The phrase “lesser sanction” appears zero times.

As applied within the Order:

- “bad faith” appears once, on the lis pendens predicate (Finding Three).
- “gross indifference” appears once, on the continuance predicate (Finding Six).
- “lesser sanction,” “tantamount,” and “Rule 37” appear zero times each.

Findings One, Two, Four, and Five, four of the six predicates the Order relies on for dismissal with prejudice, recite “frivolous and abusive” only, or no verb of misconduct at all. Two predicates carry the required showing; four do not. The tantamount-to-default analysis appears nowhere.

6. The Year-Shift Error, Sourced

Section	Text
Order, Background section (p. 2)	Renewal offered April 1, 2025, expiring April 30, 2025. Repair complaint May 23, 2025. Notice to Vacate May 29, 2025. Tenancy ending August 1, 2025.
SAC 181 Memorandum, May 22, 2026	“Plaintiffs were presented with a lease renewal offer on or about April 1, 2026, with an expiration date of April 30, 2026.”

Section	Text
Order, Analysis section (pp. 12–13)	“Plaintiffs were presented with a lease renewal offer on or about April 1, 2026, with an expiration date of April 30, 2026.” — 41 consecutive words verbatim from the Memorandum, including the year.

The one-year forward shift is confined to the Analysis section and traces to the SAC 181 Memorandum. The same passage supplies the retaliation conclusion that the notice came “before, not after” the complaint. The Order’s own Background section, which the Memorandum does not parallel, retains the correct 2025 dates.

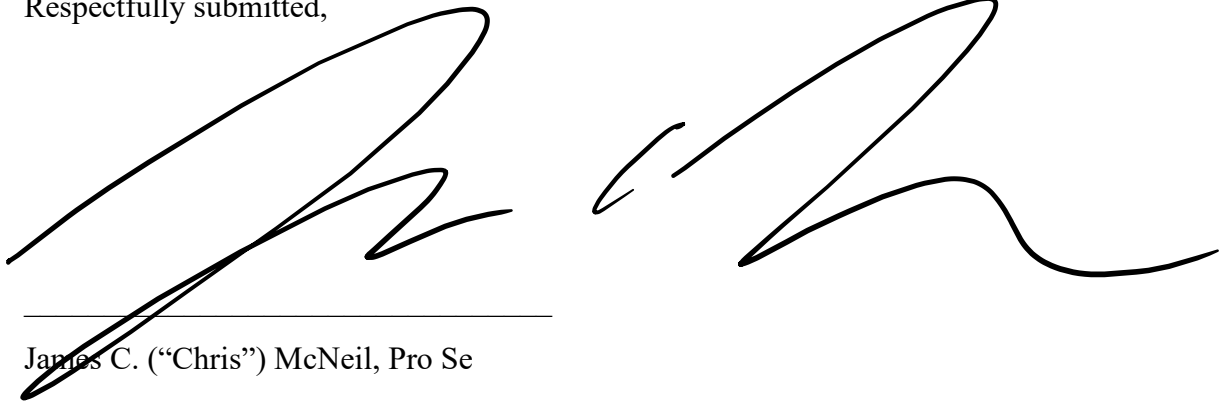
7. Reproducibility

The measurements in Parts 1 through 6 are reproducible from public documents. The Order is a public court filing on the Charleston County Public Index, Case No. 2025-CP-10-05095. The SAC 181 Memorandum in Support of Partial Motion to Dismiss and the Meridian defendants’ May 22, 2026 filings are on the same docket. Any reader with the two documents and standard text-comparison tools (word-sequence shingle matching at any fixed run length; edit-tolerant sequence alignment) can reproduce every number in this Exhibit.

Certification

The undersigned certify that the quoted strings in this Exhibit appear verbatim in the source documents identified, and that the measurements were produced by the methods described in the Method section above.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Chris McNeil', written in a cursive, stylized script.

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 K. Poyer', written in a cursive, stylized script.

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

EXHIBIT C

**Notice of Prior Service and Computed Deadlines filed
November 5, 2025, with its Exhibit E**

)
) **IN THE COURT OF COMMON**
PLEAS
) **NINTH JUDICIAL CIRCUIT**
)
) **Civil Action No.: 2025-CP-10-05095**
)
)
) **NOTICE OF PRIOR SERVICE**
) **AND COMPUTED DEADLINES**

) NINTH JUDICIAL CIRCUIT

) Civil Action No.: 2025-CP-10-05095

1) NOTICE OF PRIOR SERVICE
2) AND COMPUTED DEADLINES

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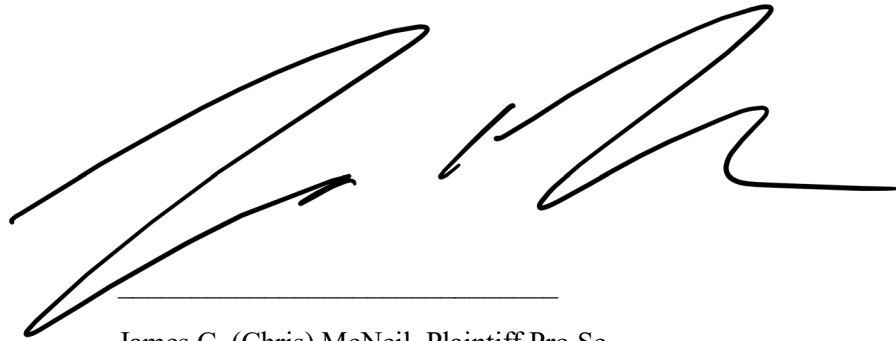
FILED
2025 NOV -6 AM 11:17
JULIE J ARMSTRONG
CLERK OF COURT

1. On **October 3, 2025 at 5:17 PM**, Plaintiffs served **First Interrogatories and First Requests for Production on Meridian Residential Group, LLC; SAC 181, LLC; Adam W. Bayles; and Tara R. Bayles** through then-counsel Eric Pettis. See Exhibits A–B (service transmittal screenshot and full email with four discovery PDFs).
2. On **October 31, 2025**, Plaintiffs served their **First Requests for Admission** on counsel of record. See **Exhibit D** (Certificates of Service).
3. Plaintiffs also provided courtesy notice to SAC 181’s insurer the evening of October 3, 2025. See **Exhibit C**. Mr. Pettis had previously confirmed on September 10, 2025 that he represented both management and ownership (including SAC 181, LLC) and would accept service for those entities. See **Exhibit E**.
4. Based on the above service dates—and Defendants’ stated position that email service is computed with the Rule 6(e) five-day add-on—the following response deadlines apply:
 - **Interrogatories and Requests for Production** served October 3, 2025: **Due Friday, November 7, 2025**.
 - **Requests for Admission** served October 31, 2025: **Due Friday, December 5, 2025**.

This Notice seeks no relief and is submitted to maintain a clear record and avoid further confusion regarding running deadlines. Plaintiffs will proceed on the dates above absent an agreed extension or Court order.

Dated: November 5, 2025

Respectfully submitted,

A handwritten signature in black ink, consisting of two distinct, stylized cursive marks. The first mark is a large, sweeping loop that ends with a short horizontal stroke. The second mark is a similar but slightly more compact loop, also ending with a short horizontal stroke. The two marks are positioned side-by-side, separated by a small gap.

James C. (Chris) McNeil, Plaintiff Pro Se

(on behalf of Plaintiffs)

P.O. Box 30386, Charleston, SC 29417

chris@thaut.io | (843) 818-3495

EXHIBIT E

**September 10, 2025 email from Pettis confirming
he represents both Meridian Residential Group, LLC and
SAC 181, LLC**

From: [Eric Pettis](#)
To: chris.thaut.io; mcneilandpoyer@gmail.com
Cc: [Desja Wilder](#)
Subject: RE: Notice of Representation- Meridian Residential Group, LLC - Demand Letters
Date: Wednesday, September 10, 2025 9:41:08 AM
Attachments: [image001.png](#)
Sensitivity: Confidential

Greetings Chris,

Yes, I represent both management and ownership (SAC 181, LLC). Thank you.

With sincere appreciation,

Eric Pettis | Associate
Licensed in PA and SC



Brownlee Whitlow & Praet
PROPERTY SOLUTIONS LAW

Mailing Address: P.O. Box 62975, N. Charleston, South Carolina 29419

Physical Address: 4000 Faber Place Drive, Suite 100, N. Charleston, South Carolina 29405

Firm: (843) 628-7120 | **Direct Phone/Fax: (843) 213-6835**

Email: epettis@bwpf-law.com

Web: BWPf-Law.com

The information in this email message is attorney privileged and confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by email or by contacting our firm at the numbers listed above. The typewritten signature included with this email is not an electronic signature within the meaning of Electronic Signatures in the Global and National Commerce Act or any other law of similar import, including without limitation, the Uniform Electronic Transactions Act, as the same may be enacted in any State.

Consumer Debt Collection Warning: To the extent any portion of this email relates to a consumer debt, please be advised that this email message is an attempt to collect a debt and any information provided may be used for that purpose.

From: chris.thaut.io <chris@thaut.io>
Sent: Wednesday, September 10, 2025 9:29 AM
To: Eric Pettis <epettis@bwpf-law.com>; mcneilandpoyer@gmail.com
Cc: Desja Wilder <dwilder@bwpf-law.com>
Subject: RE: Notice of Representation- Meridian Residential Group, LLC - Demand Letters
Importance: High
Sensitivity: Confidential

Mr. Pettis,

Thank you for your response regarding representation of Meridian Residential Group, LLC.

Please clarify your representation scope: Do you represent only Meridian Residential

Group, LLC, or do you also represent SAC 181, LLC (the property owner)? Ms. Bayles indicated your firm represents both entities. If you do not represent SAC 181, LLC, are you aware of their separate legal representation?

As you review the case materials, you'll recognize this extends beyond a routine deposit dispute. The documented conduct - falsified postal markings, systematic corporate violations, and disregard for statutory tenant protections - reflects a pattern.

I want to be clear that this case is fundamentally about principle..

Property managers wield significant power over vulnerable families' ability to maintain stable housing. When that responsibility is violated through deliberate and reckless misconduct, accountability serves essential community interests. While I harbor no ill will toward your client, meaningful consequences are necessary to protect tenants in general from such conduct.

The multiple areas of exposure favor early resolution, and I'm prepared to settle promptly. However, the resolution must reflect real accountability that serves the broader principle of protecting families from property management abuse.

Please confirm representation scope within 48 hours so we may proceed with appropriate service protocols.

Respectfully,

Chris McNeil & Meaghan Poyer

Pro Se Plaintiffs

Case No. 2025CP1005095

480A Parkdale Dr. Charleston, SC 29414 | 843-818-3495 (Chris mobile)

Chris@thaut.io

mcneilandpoyer@gmail.com

From: Eric Pettis <epettis@bwpf-law.com>

Sent: Tuesday, September 9, 2025 10:17 PM

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

Cc: Desja Wilder <dwilder@bwpf-law.com>

Subject: Notice of Representation- Meridian Residential Group, LLC - Demand Letters

Greetings Chris and Meaghan,

Please take notice that I am legal counsel for MERIDIAN RESIDENTIAL GROUP, LLC and have been retained to represent them in connection with your previous demands and allegations asserted against them.

If you have in fact filed a civil action against my Client, I will accept service on their behalf upon receipt of the filed documents.

Once I have reviewed this matter and any filings you have made, I will issue a response or file responsive pleadings as appropriate. Thank you.

With sincere appreciation,

Eric Pettis | Associate

Licensed in PA and SC



Brownlee Whitlow & Praet
PROPERTY SOLUTIONS LAW

Mailing Address: P.O. Box 62975, N. Charleston, South Carolina 29419

Physical Address: 4000 Faber Place Drive, Suite 100, N. Charleston, South Carolina 29405

Firm: (843) 628-7120 | **Direct Phone/Fax: (843) 213-6835**

Email: epettis@bwpf-law.com

Web: BWPF-Law.com

The information in this email message is attorney privileged and confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by email or by contacting our firm at the numbers listed above. The typewritten signature included with this email is not an electronic signature within the meaning of Electronic Signatures in the Global and National Commerce Act or any other law of similar import, including without limitation, the Uniform Electronic Transactions Act, as the same may be enacted in any State.

Consumer Debt Collection Warning: To the extent any portion of this email relates to a consumer debt, please be advised that this email message is an attempt to collect a debt and any information provided may be used for that purpose.