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

FILED
2026 MAR -6 AM 8:43
JULIE J. ARMSTRONG
CLERK OF COURT
BY

I. EXECUTIVE SUMMARY IN 2 TABLES

This filing serves the Court as a systems analysis, offered to accelerate judicial comprehension. Complex cases become clear when viewed through the system dynamics that generate recurring patterns. Plaintiff McNeil discovered these patterns by studying how Charleston's Housing Justice System responds when its *Most Vulnerable Member*, the unrepresented tenant, asks for accountability..

For expediency, you can see the general dynamics of the case with 2 tables.

TABLE 1: DEFENSE RECENT FILINGS ANALYSIS

Defense Filing	Word Count	Words Acknowledging Core Evidence/Harms	Signal/Noise
Feb 9, 2026: SAC 181 Supplemental Addendum	**2,967**	**0**	**0%**
Jan 20, 2026: MRG Motion to Stay Discovery	**691**	**0**	**0%**

As Table 2 supports, you will find this pattern throughout defense filings.

TABLE 2: COORDINATED SILENCE ON DOCUMENTED VIOLATIONS

This table is a summary subset; the pattern holds for every infraction. Defense counsel's coordinated, trauma-erasing framing reduces documented harms such as retaliatory eviction in a heat wave, and mass-syndicated intimate images without consent to silence. Zero acknowledgment..

Infraction	Evidence Exhibit(s)	Originally Filed With	Instances of Defense Engagement	Days on Docket
Postal Fraud / Forgery	Exhibit F Series: F-1 (MeridianScanner20250905161321.pdf); F-2 (actual USPS envelope, Columbia postmark Sept 8–10)	Motion for Leave to File 2AC (Oct 24, 2025)	**0**	**163**
Retaliatory Eviction	Exhibit A (May 29 NTV); Exhibit B (May 23 safety proposal); Exhibit K (July 17 "why don't you want us here?"); Exhibit N (April–May legal misrepresentations)	Complaint (Sept 9, 2025); Amended Complaint (Sept 15, 2025)	**0**	**179**
Privacy Violations — Stills & Matterport	Exhibit C Series: 15–16 private still images syndicated across platforms under "inspection" pretext 3D interior tour showing disabled dog in diapers, plaintiff, business branding; "AI will remove the tenants" fraudulent inducement	Motion for Leave (Oct 24, 2025)	**0**	**133**
Trust Account Violations	Exhibit G Series: SAC 181 "OP" account (Meridian address, Tara signature, no trust/escrow designation); 4 violations SC § 40-57-136	Motion for Leave (Oct 24, 2025)	**0**	**133**
Witness Tampering / LLR Obstruction	Exhibit L (AppFolio emails: Meridian instructed non-compliance with subpoena); Exhibit P (LLR File #2025-566 deadline Feb 20); Coordinated Quash Motions filed 42 days before deadline	Plaintiffs' Opposition to Quash / Cross-Motion to Disqualify (Jan 14, 2026)	**0**	**53**
Institutional Gaslighting / DARVO	Exhibit Q (Table of False Narrative Coordination: "single, simple claim regarding security deposit"); Exhibit H (Jan 27–29 DARVO: criminal notice mischaracterized as "threats"); Exhibit I (Clinical injury: PCL-5 76/80, gaslighting severity 79/80)	Plaintiffs' Hearing Brief (Feb 9, 2026); Omnibus Brief (Feb 24, 2026)	**0**	**26**

II. SYSTEM ANALYSIS SUMMARY

A. Court Supportive Stance, Consultant Frame

As acknowledged in the Plaintiffs' Brief in Advance of February 9, 2026 Scheduling Conference (filed Feb 10 2026), Plaintiff Chris McNeil's intention is to honor the principles of justice and equity at the heart of the court and the legal profession as a supportive professional in adjacent and litigation-relevant fields. He has experience as an expert witness in high-tech communications cases as well as the skillset of a systems thinking and strategic communication-based litigation consultant.

He began the case pro se as a system study and positive system intervention opportunity, intending to transition to a firm should the case grow past a certain complexity level. The case surpassed that complexity threshold months ago, and the transition to a values-aligned firm is actively underway.

B. The Tragedy of the Common in Charleston, SC Common Pleas

The institutional pattern we discovered of lawyers wasting system resources to abuse pro se plaintiffs models the same "Tragedy of the Commons" systems structure that set up the New England overfishing situation depicted in the movie "The Perfect Storm".

The *Perfect Storm* was set up by the desperation created when a common stock is depleted by individual actors putting their interests ahead of the integrity of the whole system. Such as the court system.

C. Study Methodology

The data populating each level was gathered using:

1. The **outside-in methodology** of John Seddon's Vanguard Method, which studies systems from the point of end-user demand. When applied to UK social housing in a study sponsored by the Office of the Deputy Prime Minister, this methodology produced documented efficiency gains, improved service performance, and higher tenant satisfaction across three pilot housing organizations (Davis & Bretherton, "Evaluating Systems Thinking in Housing," *Journal of the Operational Research Society* 58(12), 2007).
2. The aforementioned ***Most Vulnerable Member*** **method** popularized by shows like *Undercover Boss* and effectively utilized by First Amendment Advocate Jeff Gray of Honor Your Oath.
3. The **Audience Attunement "Listening" method** of the Thaut Process of Strategic Thought Leadership framework developed by Plaintiff Chris McNeil. This analyses language patterns in authentic conversations on a topic by the target audience. Audience analyzed included investors, property managers, and tenants. This method identifies unmet values and related stale mental models ripe for improvement.

D. Iceberg Model Analysis

This analysis employs the **Iceberg Model** (Meadows, Donella Meadows Project, Systems Thinking Resources) to move from the visible events of this case: each individual harm - downward through recurring patterns, enabling structures, and root mental models.

TABLE 3: THE ICEBERG MODEL OF HOUSING JUSTICE PER SYSTEM STUDY OF MCNEIL V SAC 181, LLC

Iceberg Level	How it Shows Up for this Case
Events	(Alleged) Institutionalized Bullying, Gaslighting, Misrepresentation, Exhaustion Tactics, Retaliation, Financial Exploitation, Dignity harm escalating to health harm.
Patterns	Escalation of harm in response to perceived vulnerable member (unrepresented tenant) asking for fairness, then justice. The higher-level the ask, the more the harm escalates. Willful blindness by the owners who fund the system. Harm via agents of a bad actor. Misuse of shared resources (court, insurance pool). Regulatory capture protects from accountability, further lowering standard of performance to the public
Structures	Hierarchical design where money flows down from owner to central agent, but tenant well-being feedback does not flow back up. Central agent funded by enabling owner delegates through additional agents. Such agents utilize the backed up state of the court system to evade judicial accountability long enough to further pollute it with frivolous filings designed to prevent the vulnerable from accessing justice. Opaque entity structures to make it difficult to identify owners and hold them accountable, closed-system management of such entities. In general, **the system is designed to harm the powerless who ask it for fairness or justice,** *apparently to prevent them from accessing resources.*
Mental Models	**Core Mental Model Behind This: Passive Investing.** The hidden assumption behind it: What most people really mean by that is ***Unconscious Abdication***.

As per Donella Meadows' Places to Intervene in a System, paradigms are the highest level of system intervention. [**Meadows, D. (1999).** *Leverage Points: Places to Intervene in a System.* Hartland, VT: The Sustainability Institute]

Changing policy, rules, feedback design, or even system purpose are lower-level interventions that cannot fully succeed if they are undermined by a faulty paradigm.

And housing is undermined by such a faulty paradigm:

The Core Pattern: Ask for Justice → Receive Escalating Harm

The System Structure: "Tragedy of the Commons" applied to the court system itself

The Root Cause: A mental model called "*Unconscious Abdication*" (passive investing without oversight) that treats housing as a mechanical extraction system rather than a social system where shelter anchors human life stories.

In "On the Mismatch Between Systems and Their Models." Ackoff and Gharajedaghi formally classify systems into four types:

1. deterministic,
2. ecological,
3. animate, and
4. **social systemic**,

and argue explicitly that treating social systems (whose parts are choice-making people) with mechanical/deterministic models produces system failures. [**Ackoff, R.L. & Gharajedaghi, J. (1996).** "On the Mismatch Between Systems and Their Models." *Systems Dynamics Review*]

Why This Matters to Judicial Efficiency: Understanding the system structure reveals why traditional case management approaches will likely fall short. Defense strategy exploits systemic brittleness. Each procedural motion compounds plaintiff harm while consuming Court resources.

III. MASTER INDEX OF KEY EVIDENCE EXHIBITS

PART I: THE ORIGINS (Retaliatory Eviction, Privacy Invasion & Forgery)

EXHIBIT A: Retaliatory Notice to Vacate (NTV) / Termination

- May 29, 2025: Unprovoked "ghost" email containing NTV.
- June 4, 2025: Email claiming false "owner renovations" pretext.
- Attached: *ntv_non_renewal_meaghan_poyer_052925.pdf*

EXHIBIT B: Safety/Lease Renewal (Protected Activity)

- May 23, 2025: Good-faith Lease Renewal Proposal submitted by Plaintiffs (Triggers statutory retaliation protections).

EXHIBIT C SERIES: Mass Privacy Invasion (Listings, Images, Matterport)

- **C-1:** Initial public listing screenshots displaying occupied interior.
- **C-2:** July 14, 2025: Transcribed call of agent "Addy" inducing consent via fraudulent "AI removal" promise.
- **C-3:** Affidavit of Meaghan Poyer affirming lack of consent and misrepresentation.
- **C-4:** Screenshots of the published intimate stills and Matterport virtual tour.

EXHIBIT D: Evidence Preservation Demand

- September 21, 2025: Formal Evidence Preservation Notice and Takedown Demand.

EXHIBIT E: Consciousness of Guilt (Platform Swaps)

- Evidence of subjects suddenly replacing unauthorized images with "COMING SOON" graphics and 404 errors shortly after receiving the Exhibit D Takedown Notice.

EXHIBIT F SERIES: Deposit Forgery & Property Management Transition

- **F-1:** "Meridian Scanner_20250905_161321.pdf" showing the falsified internal "EMAILED" stamp passed off as a USPS postmark.
- **F-2:** Actual physical USPS envelope and checks showing the true, late September 8 postmark.
- **F-3:** January 5, 2024 email regarding Property Management transition.

PART II: THE ESCALATION (Harassment, Tampering, & Obstruction)

EXHIBIT G: The Genesis of Gaslighting (Fraudulent Misrepresentation)

- September 6, 2024: Email from PMIC Tara Bayles falsely claiming Co-Owner/Registered Agent Adam Bayles is merely in the "maintenance department," establishing the baseline strategy of reality-denial.

EXHIBIT H: Coordinated DARVO & Lawfare (Harassment)

- January 27-29, 2026: Coordinated emails from defense counsel (O'Brien, Bolyard, Tate) to court staff, deliberately misrepresenting a standard "Courtesy Notice" as a physical threat to inflict distress and exhaust the complainant.

EXHIBIT I SERIES: The Psychological Injury (Criminal Harm)

- **I-1 & I-2:** Affidavits of Meaghan Poyer (Nov 25, 2025 & Jan 29, 2026) detailing the severe disruption to daily life, business, and physical health.
- **I-3:** The PCL-5 Clinical Score (76/80) documenting Severe PTSD resulting from the coordinated institutional gaslighting campaign.

EXHIBIT J: Pattern Evidence

- Public reviews detailing a historical pattern of similar predatory behavior by the subjects against other tenants.

EXHIBIT K: Exposing the Pretext

- July 17, 2025: Complainant's email asking "Why don't you want us here?", directly challenging the fraudulent "renovations" excuse.

EXHIBIT L: Witness Tampering & Obstruction (S.C. Code § 16-9-340)

- January 9 & 12, 2026: Emails from AppFolio Legal compliance confirming Meridian formally instructed them to withhold subpoenaed evidence that was relevant to an active LLR regulatory investigation.

EXHIBIT M SERIES: Corporate Shielding & Agency Admission

- **M-1:** Alicia Bolyard's October 16, 2025 email improperly attempting to block statutory communication with Registered Agent Adam Bayles.
- **M-2:** Meridian's October 9, 2025 Answer/Crossclaim admitting agency and pointing fault at SAC 181 (an admission they suddenly dropped on January 15, 2026, to coordinate a cover-up).

EXHIBIT N: Retaliation Narrative (Supporting Emails)

- Chronology of low-level harassment and misrepresentations by agents (e.g., rigid inspection scheduling, legal misrepresentations regarding the lease by Stephanie Phillips, and failure to clarify suspicious documents).

EXHIBIT O: Text Message Logs

- SMS thread between complainant and Meridian Residential Group, LLC agents.

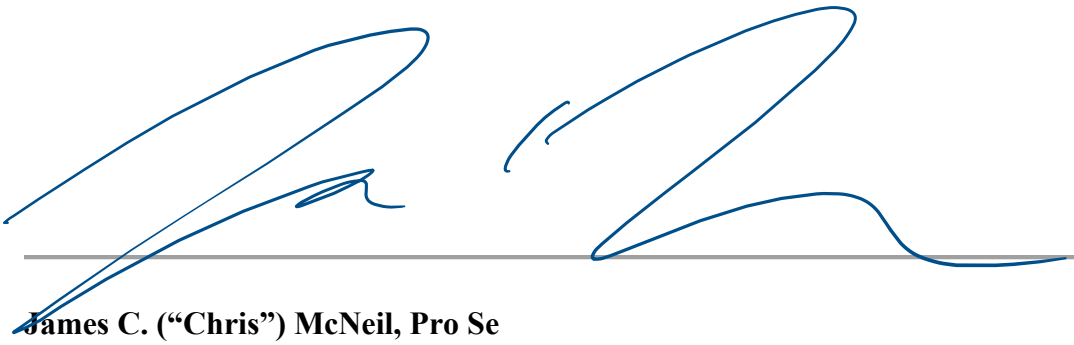
EXHIBIT P SERIES: The Catalyst for Obstruction (LLR PMIC Investigation)

- **P-1:** September 23, 2025: Formal LLR Complaint filed against Tara Bayles' PMIC License for forgery, retaliation, and privacy violations.
- **P-2:** October 2, 2025: LLR Investigator Assignment Letter confirming an active state investigation with a strict 150-day deadline (February 20, 2026), providing the direct motive for the extreme obstruction and DARVO tactics.

EXHIBIT Q: Table of Evidence (False Narrative Coordination)

- A chronological table demonstrating how legally adverse defense counsel (Bolyard, O'Brien, Tate) synchronously adopted identical false narratives across multiple filings. This proves a coordinated, institutional effort to minimize an 8-count fraud and privacy case to shield Tara Bayles from the LLR investigation.

Respectfully submitted this 6th day of March, 2026.



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



Meaghan 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_meaghan_poyer_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

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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

redfin.com/SC/Charleston/181-Gordon-St-29403/home/108107683#property-details

Overview | Fees | Amenities | Schools | **Sale & Tax History**

Sale History | Tax History

Today

Sep 23, 2025	Listed for Rent	$5,276/mo
Date	APPFOLIO #2	Price

Rental description

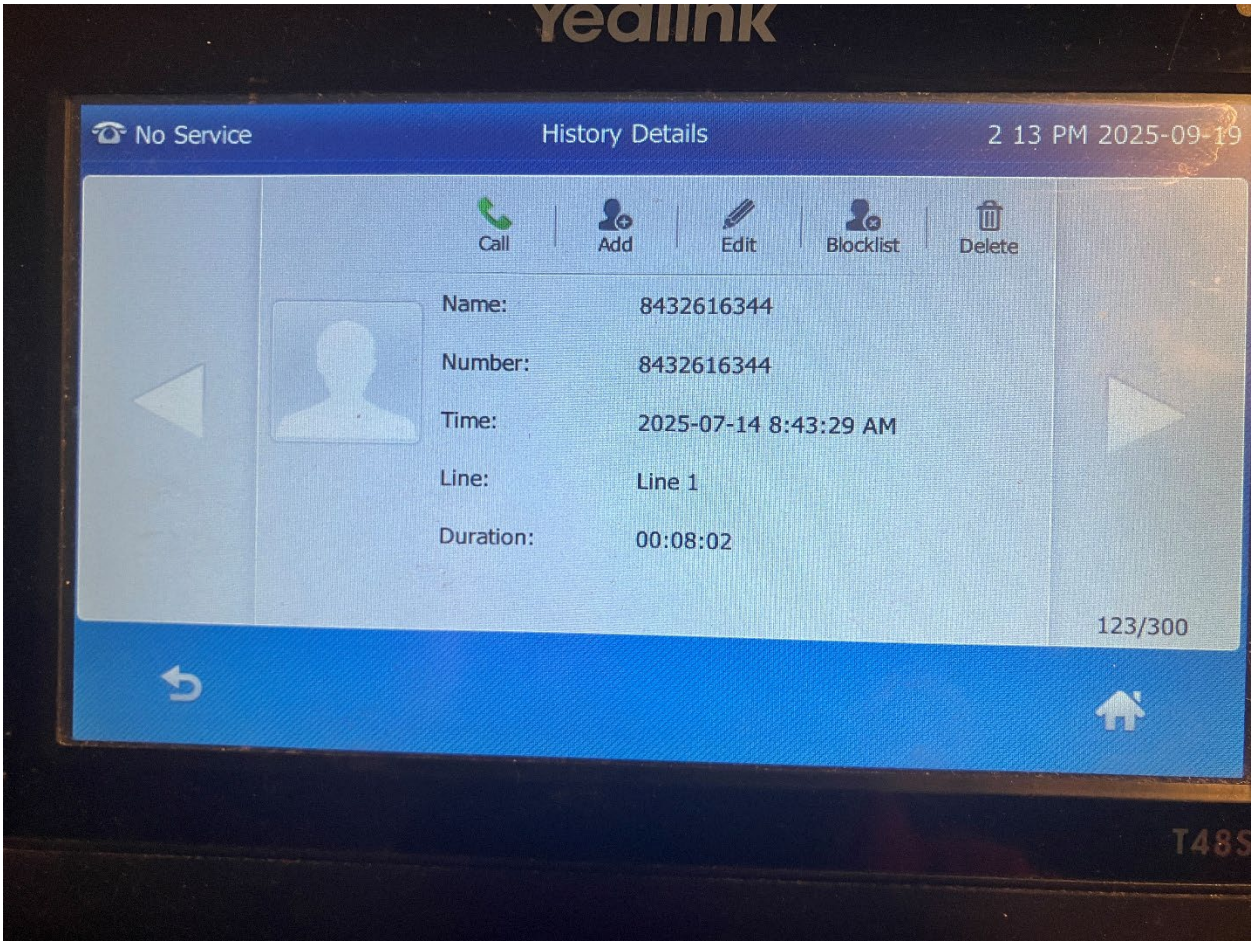
This home is currently under renovation and will be availble for move-in October 2025. The kitchen will feature new shacker style cabinets, quartz countertops and stainless steel appliance. DISCLAIMER. Applicant(s) must take occupancy within 14 days from the date of application or unit availability date. 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
Call
Add
Edit
Blocklist
Delete
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 Meaghan 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 K 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)

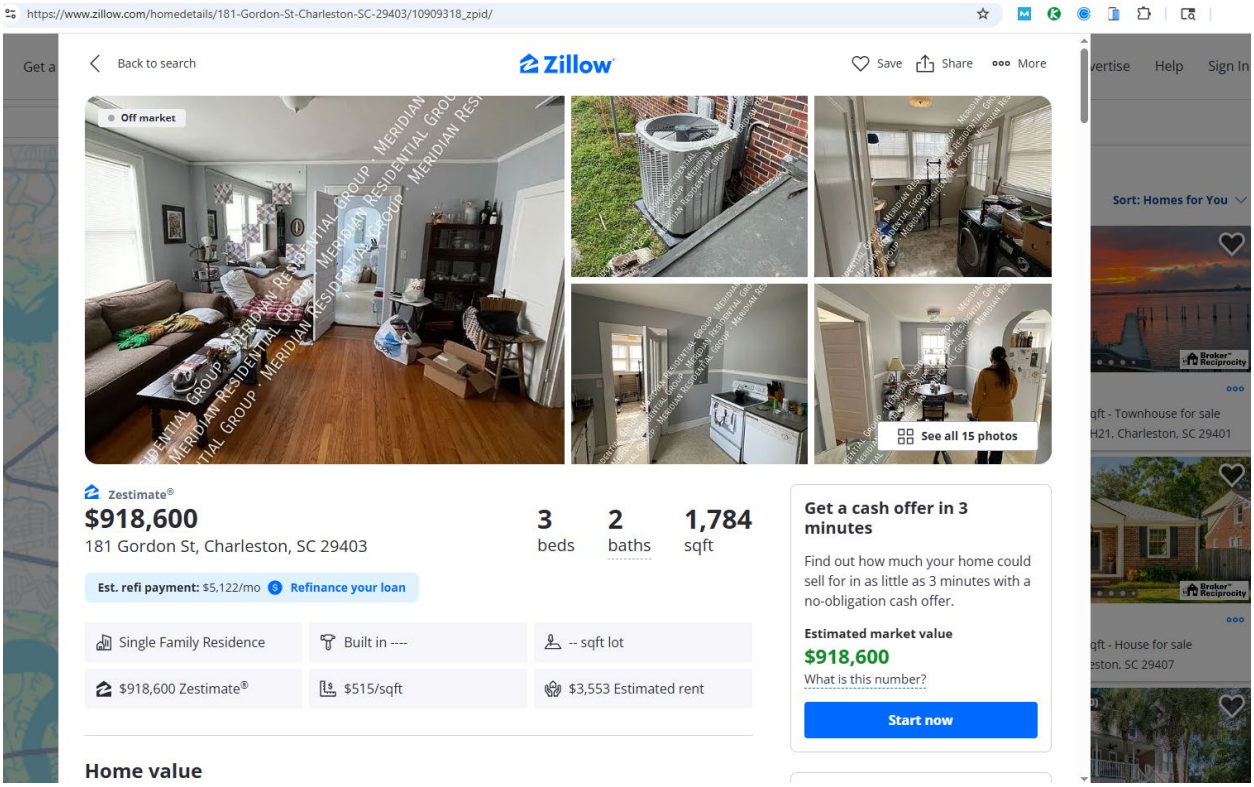
ENID R. IDELSOHN
Notary Public - State of South Carolina
My Commission Expires
May 2, 2034

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



Images of Meaghan –

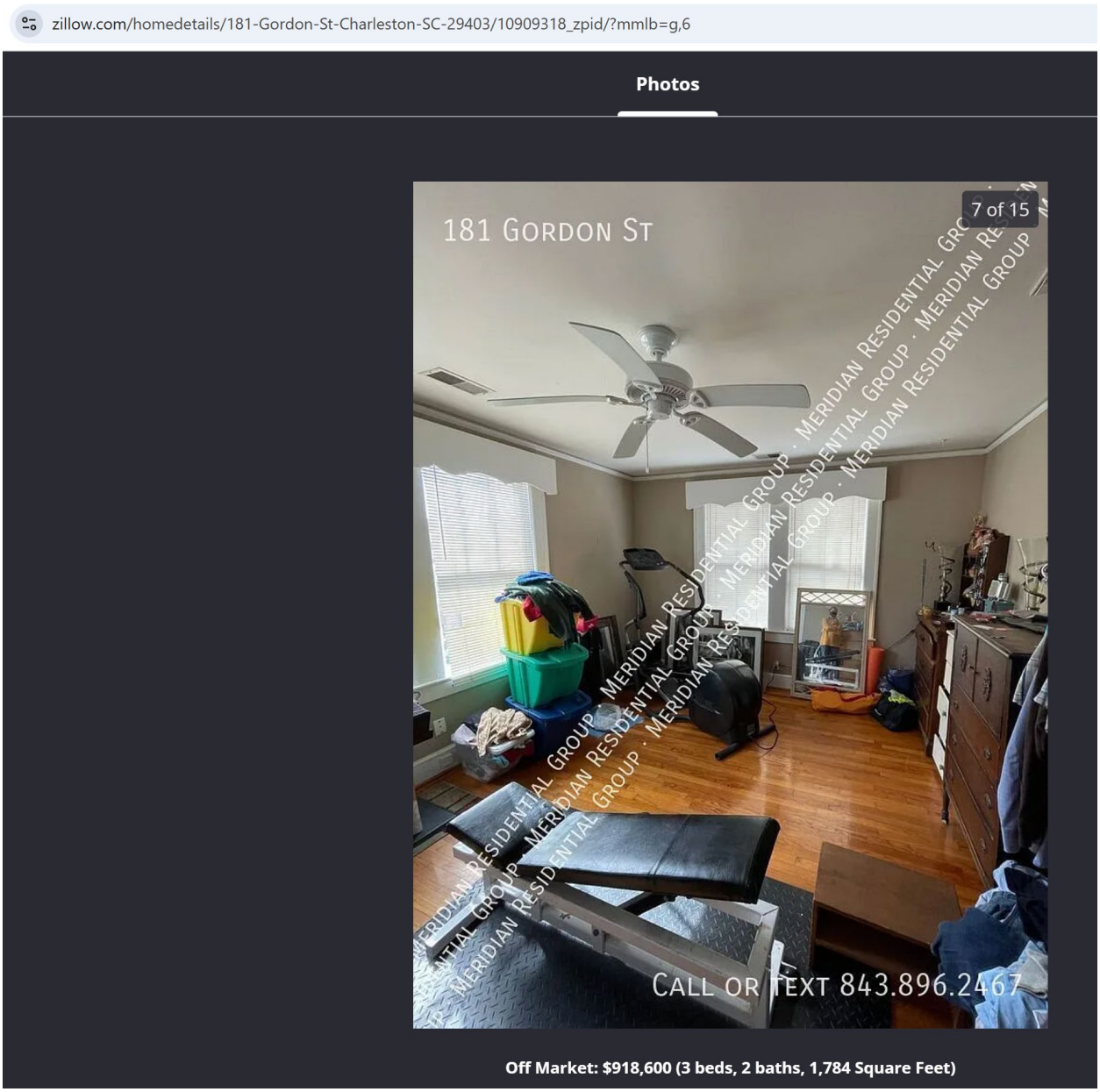
zillow.com/homedetails/181-Gordon-St-Charleston-SC-29403/10909318_zpid/?mmlb=g,4

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

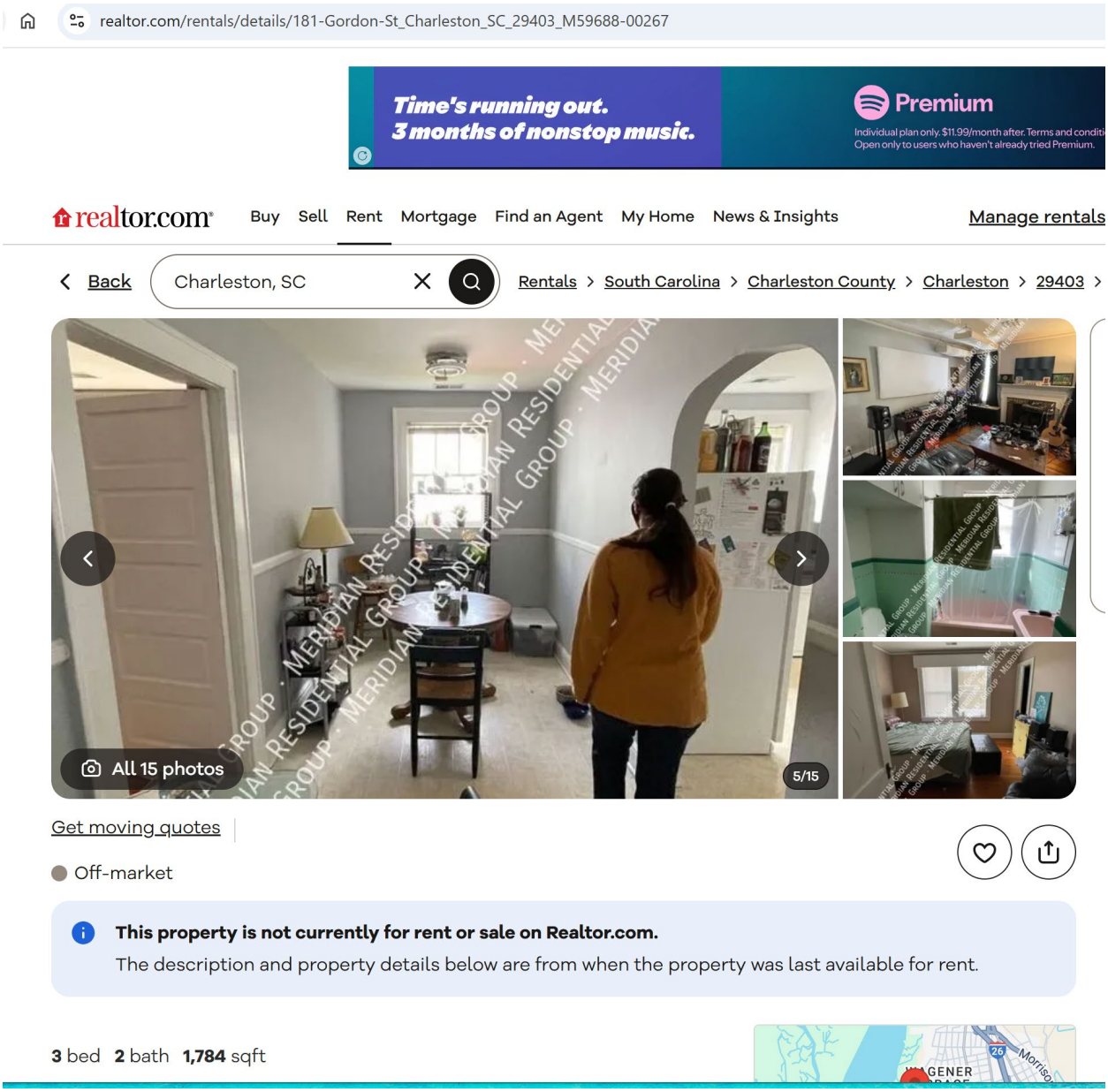
Photos



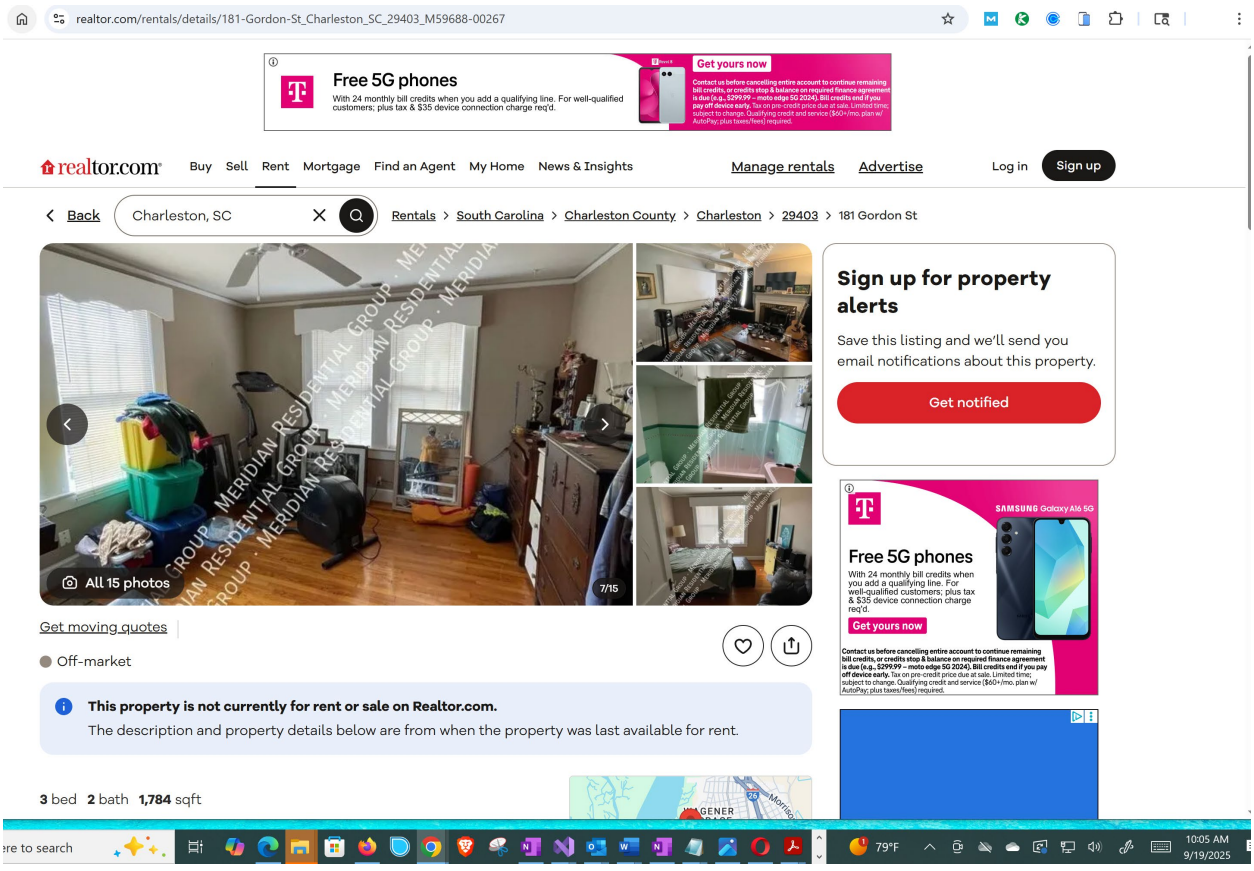
Off Market: $918,600 (3 beds, 2 baths, 1,784 Square Feet)

Realtor.com – used same Meridian watermarked images

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



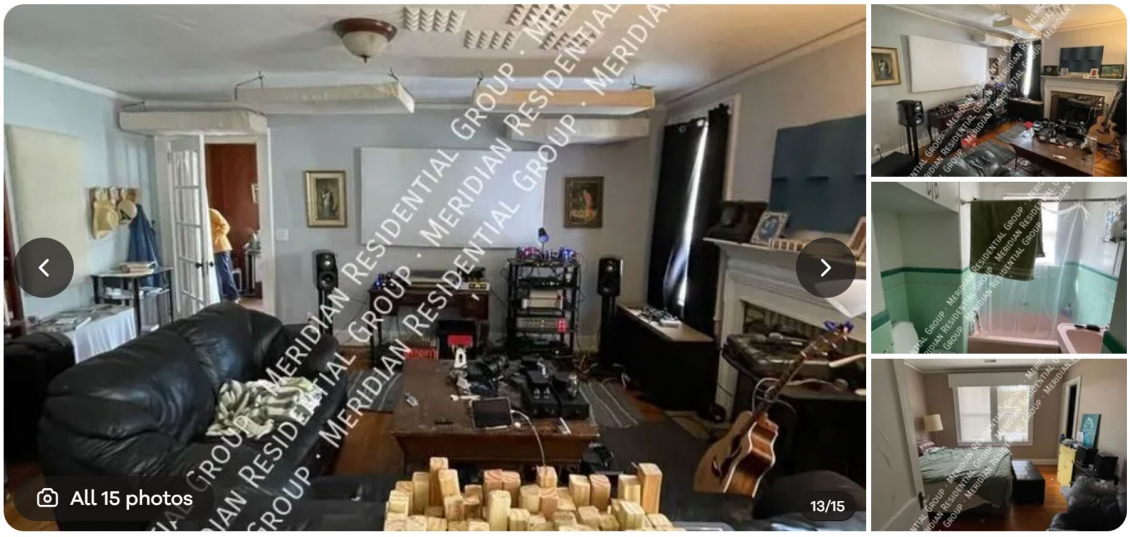
Below with time/date bottom right



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

realtor.com Buy Sell Rent Mortgage Find an Agent My Home News & Insights Manage rentals

Back Charleston, SC Rentals > South Carolina > Charleston County > Charleston > 29403 >



Get moving quotes

Off-market

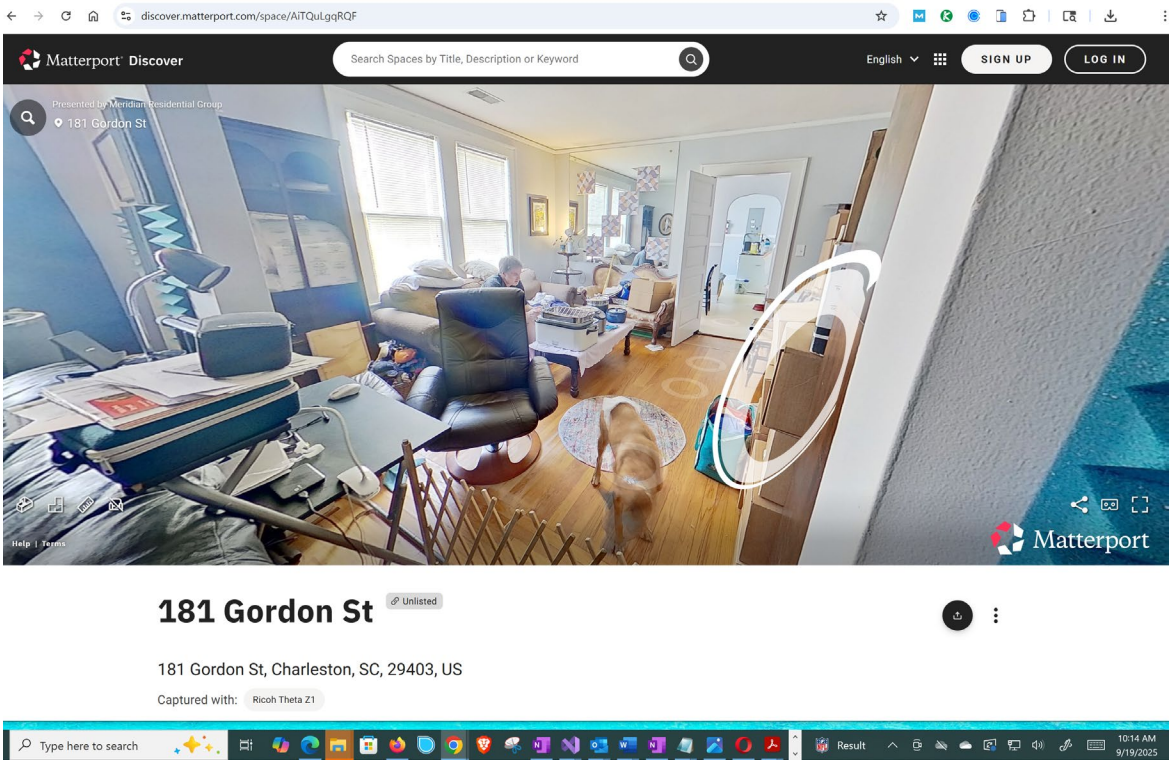
This property is not currently for rent or sale on Realtor.com.
The description and property details below are from when the property was last available for rent.

3 bed **2** bath **1,784** sqft

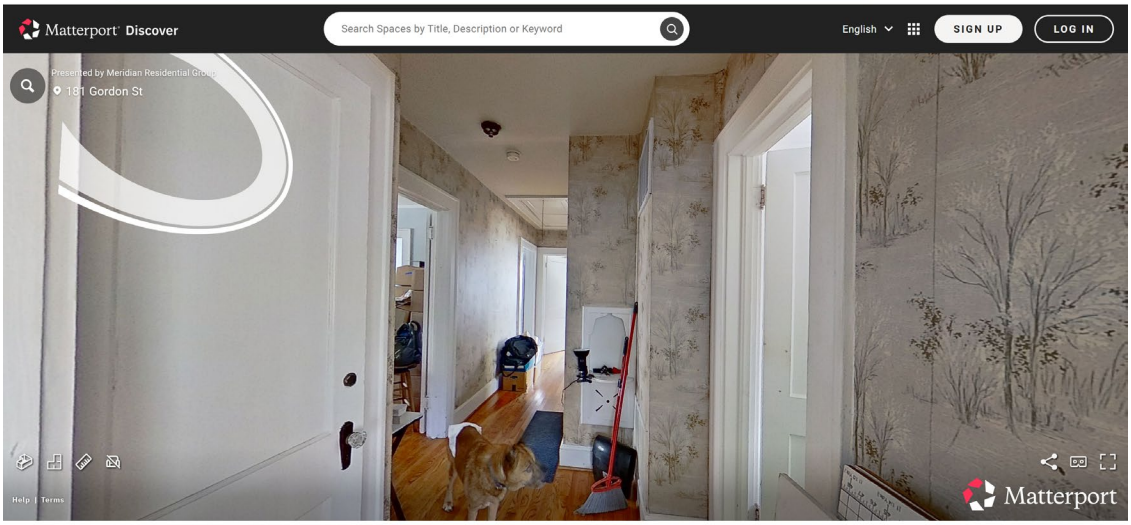
Matterport Virtual tour

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)

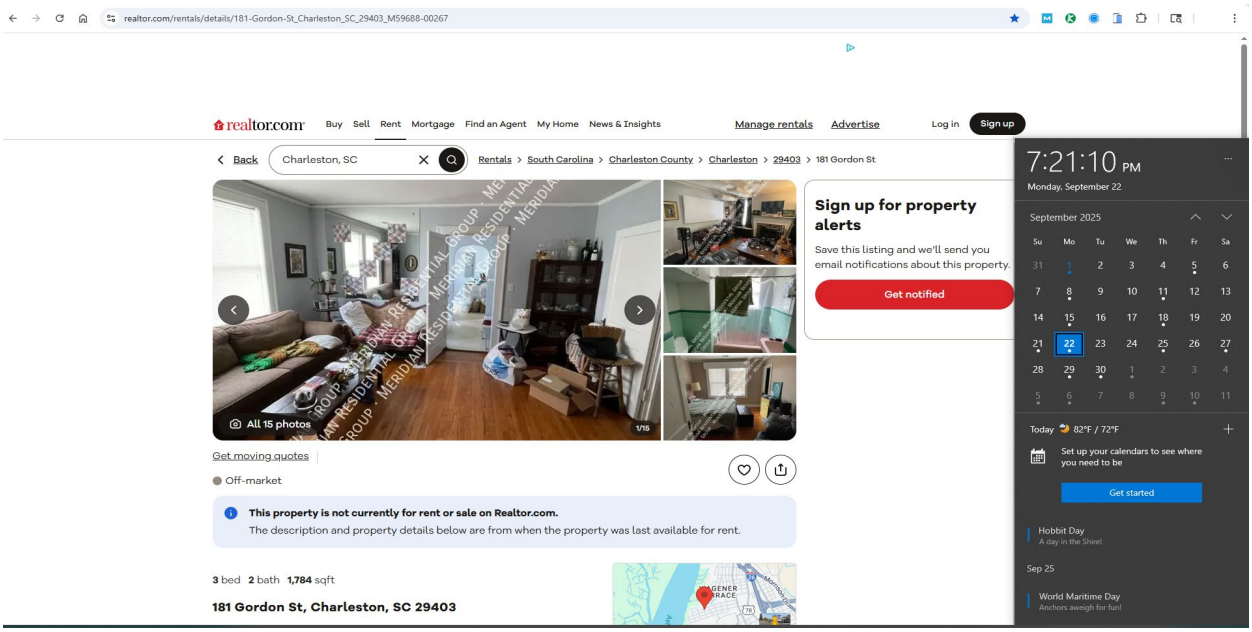


Rocket is also seen in the hall

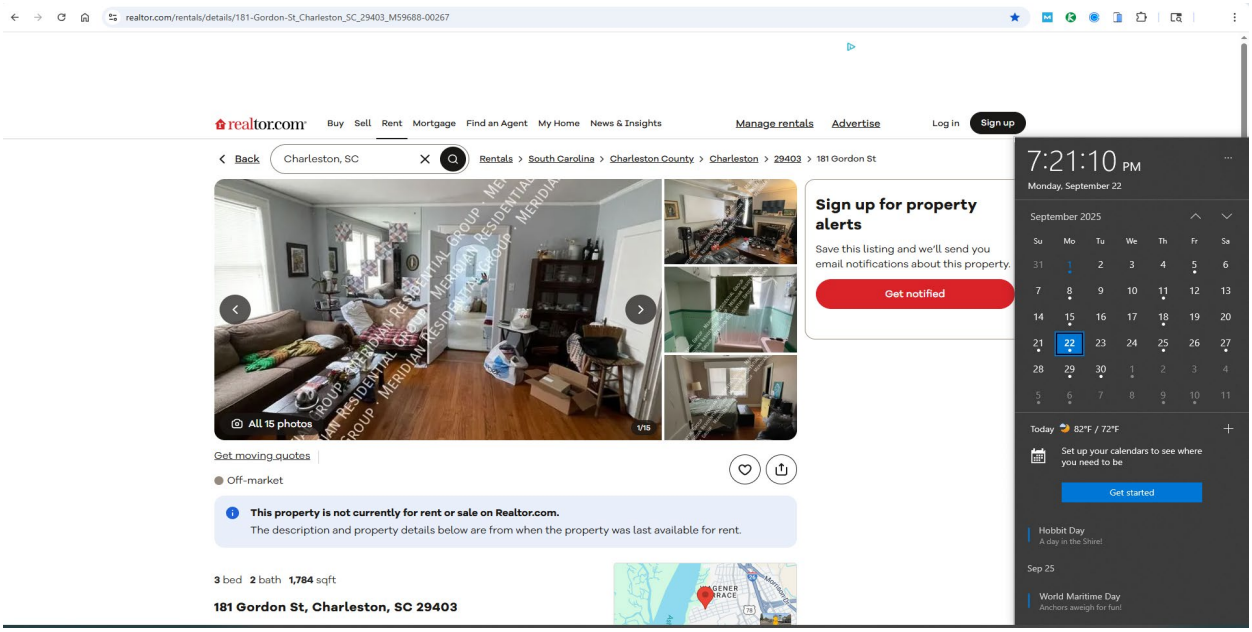


9/22/25 Sites with images and time/date stamps

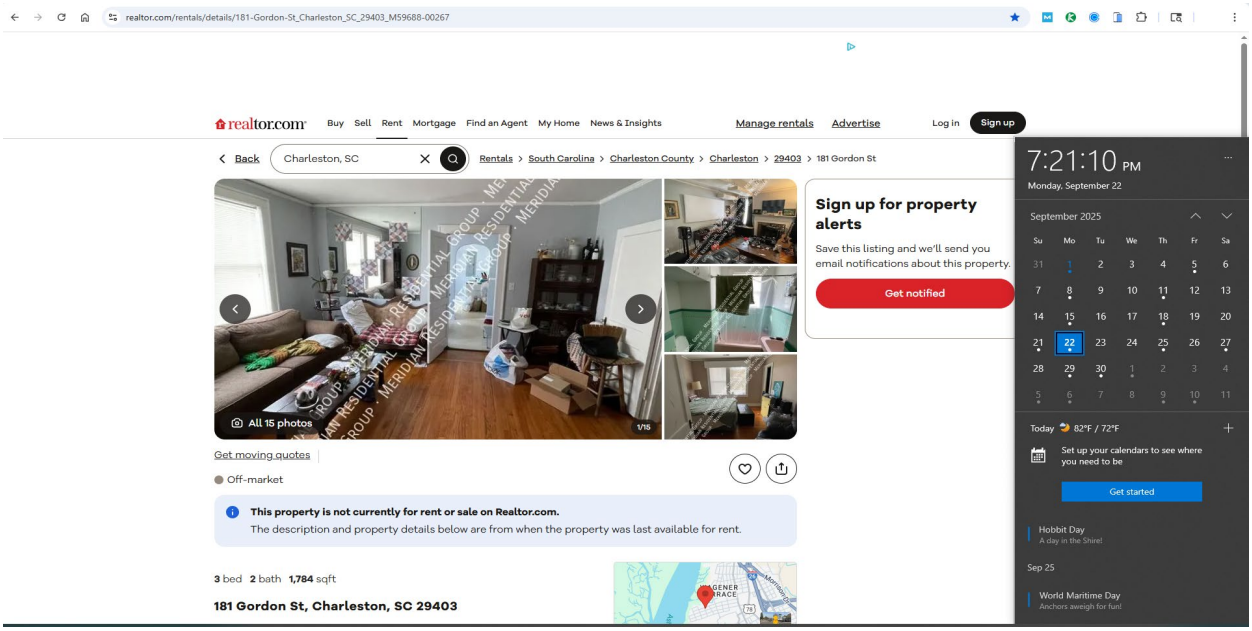
Matterport with timestamp 9/22/25, day before removal



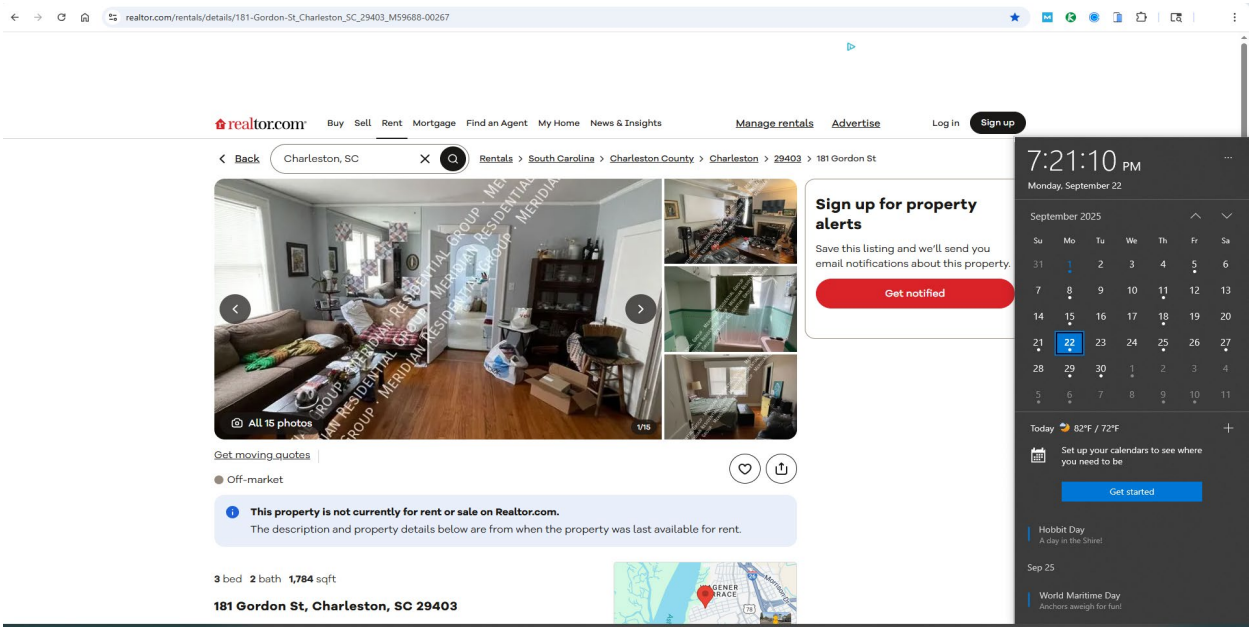
Trulia 9/22/25



Realtor.com

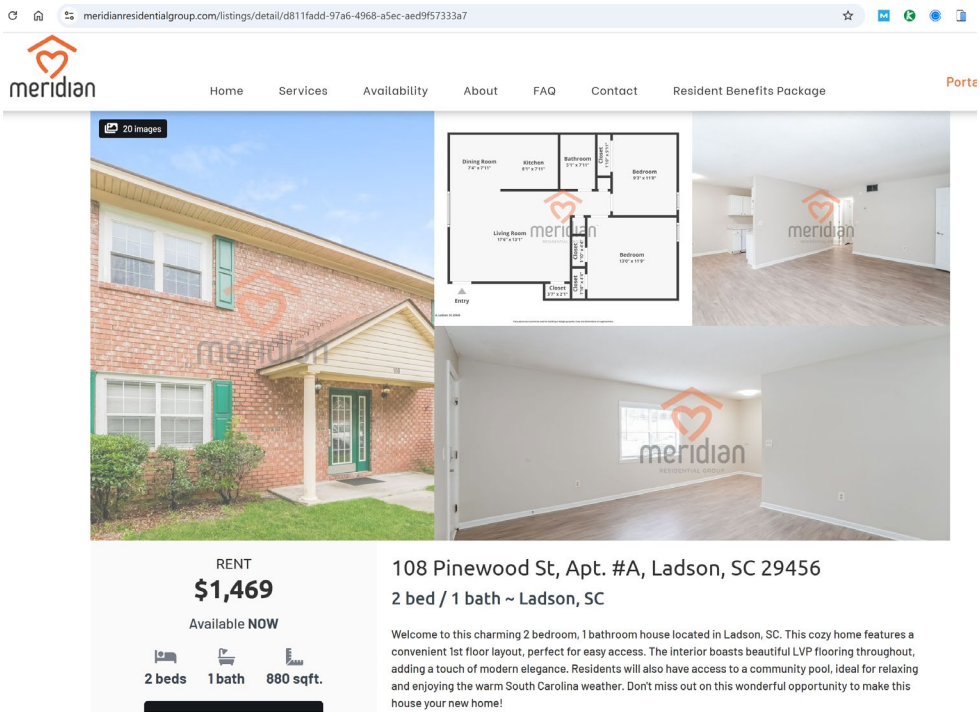


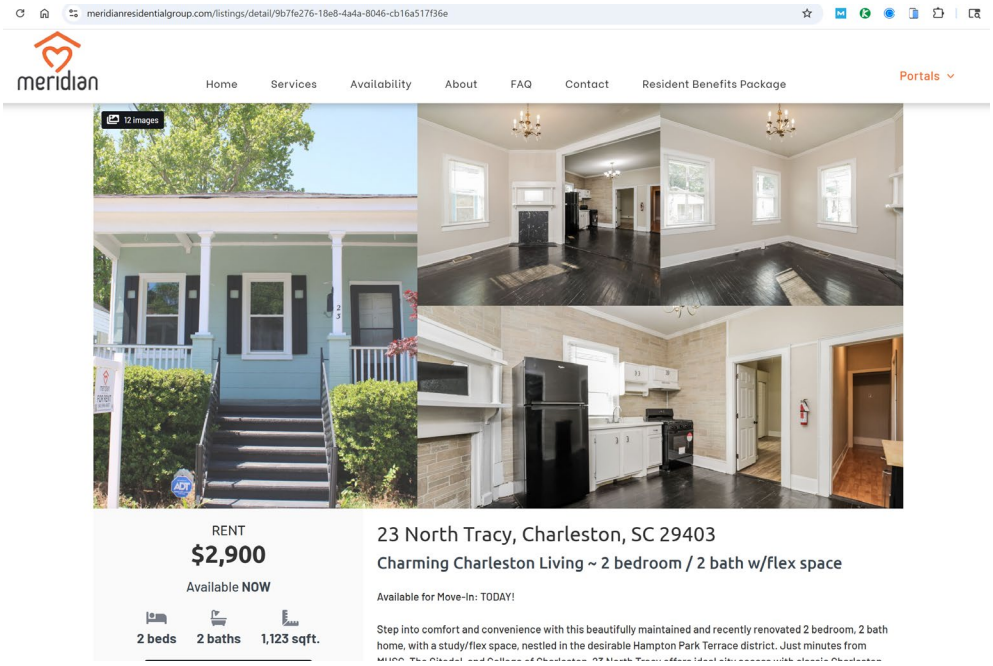
Zillow



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/8d55f8ed-90d3-4e6f-88e2-c074604e40bc

meridian

Home Services Availability About FAQ Contact Resident Benefits Package Portals



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,

meridianresidentialgroup.com/listings/detail/ddf732d3-ad3e-41cc-831c-888f658af6ee

meridian

Home Services Availability About FAQ Contact Resident Benefits Package Port



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/Elliotborough neighborhood of downtown Charleston. Located just off Hwy 26 and Rutledge,

meridianresidentialgroup.com/listings/detail/f0aff303-481b-4ef5-9895-3fe601456af7

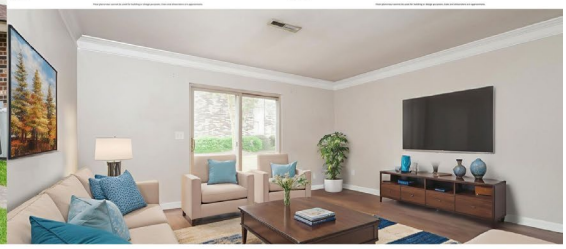
meridian

Home Services Availability About FAQ Contact Resident Benefits Package









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.

meridianresidentialgroup.com/listings/detail/32b2bfde-609f-4b33-a14e-2d86d7482db5

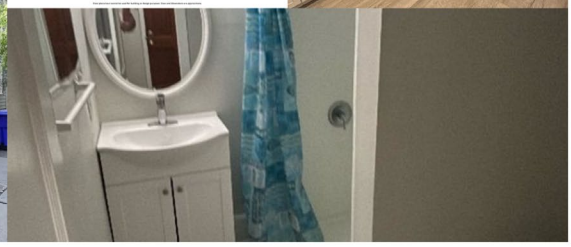
meridian

Home Services Availability About FAQ Contact Resident Benefits Package









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; 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 SCRCP 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

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.

URLs Requiring Immediate Removal:

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:

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://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"; "legal@costargroup.com"; "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

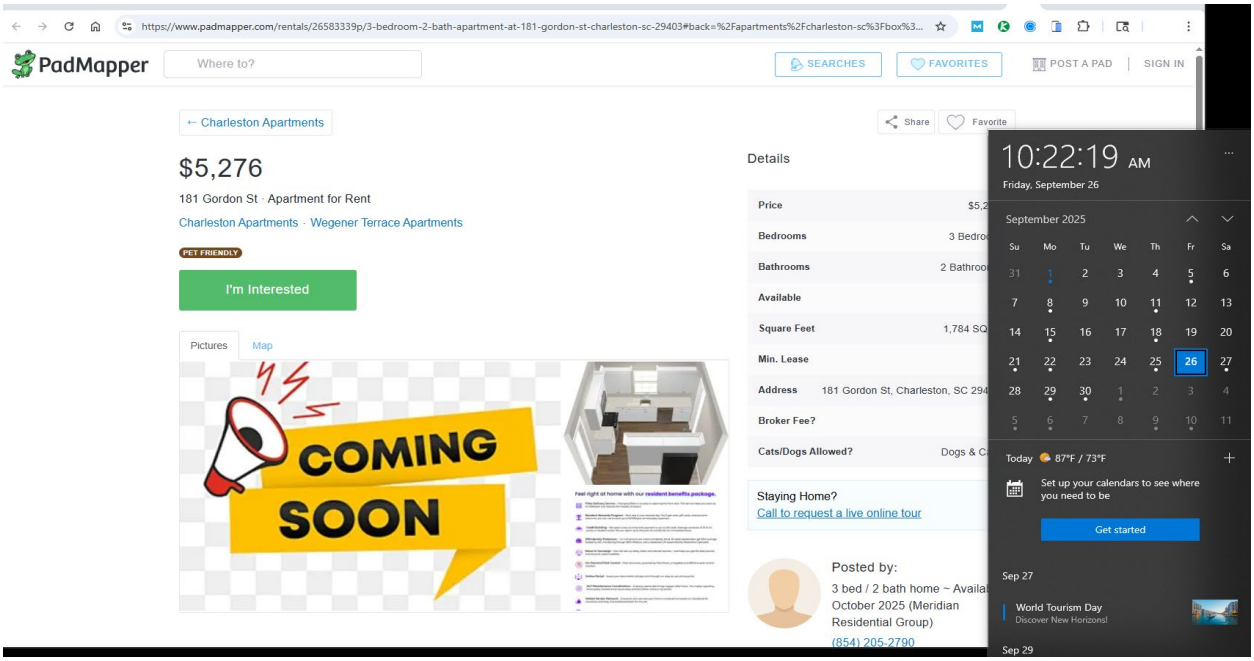
EXHIBIT E

Platform swaps/overlays/removals

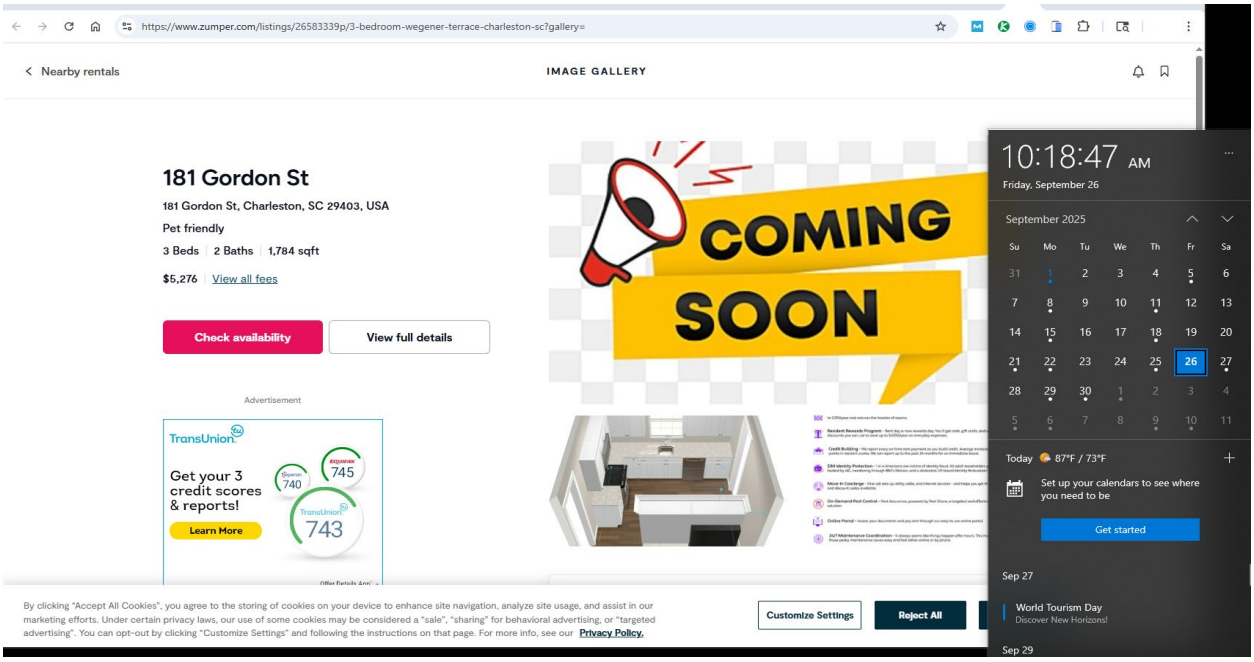
(e.g., “COMING SOON,” 404 on tour)

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

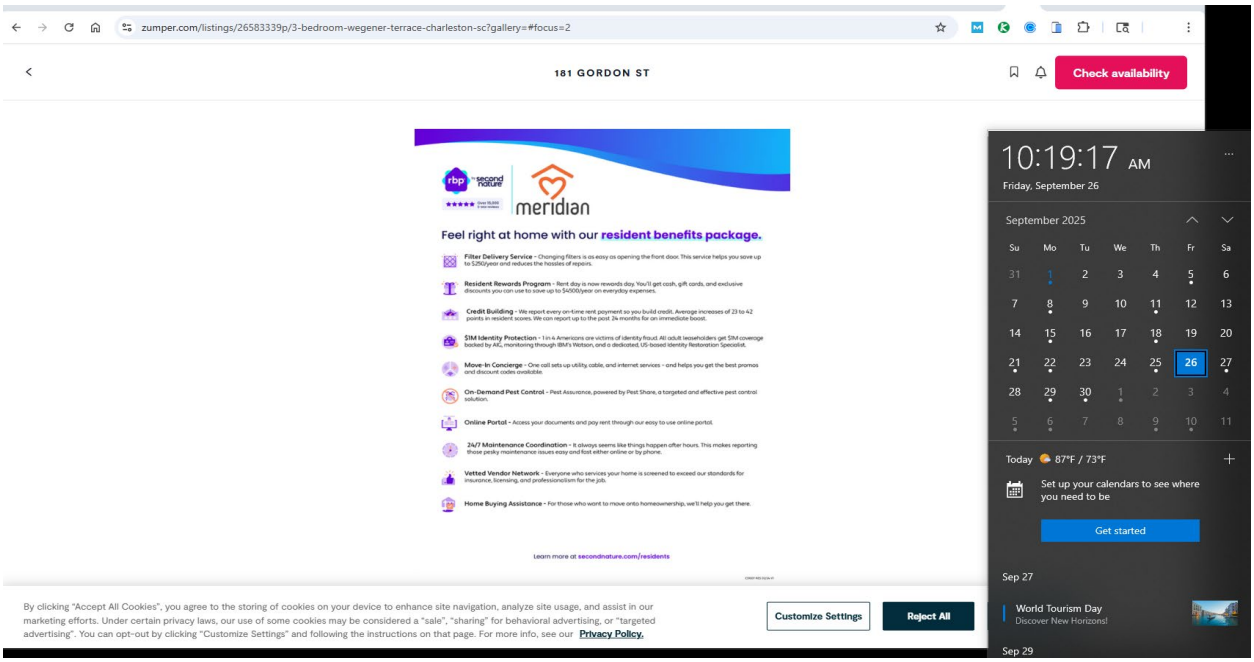
padhopper



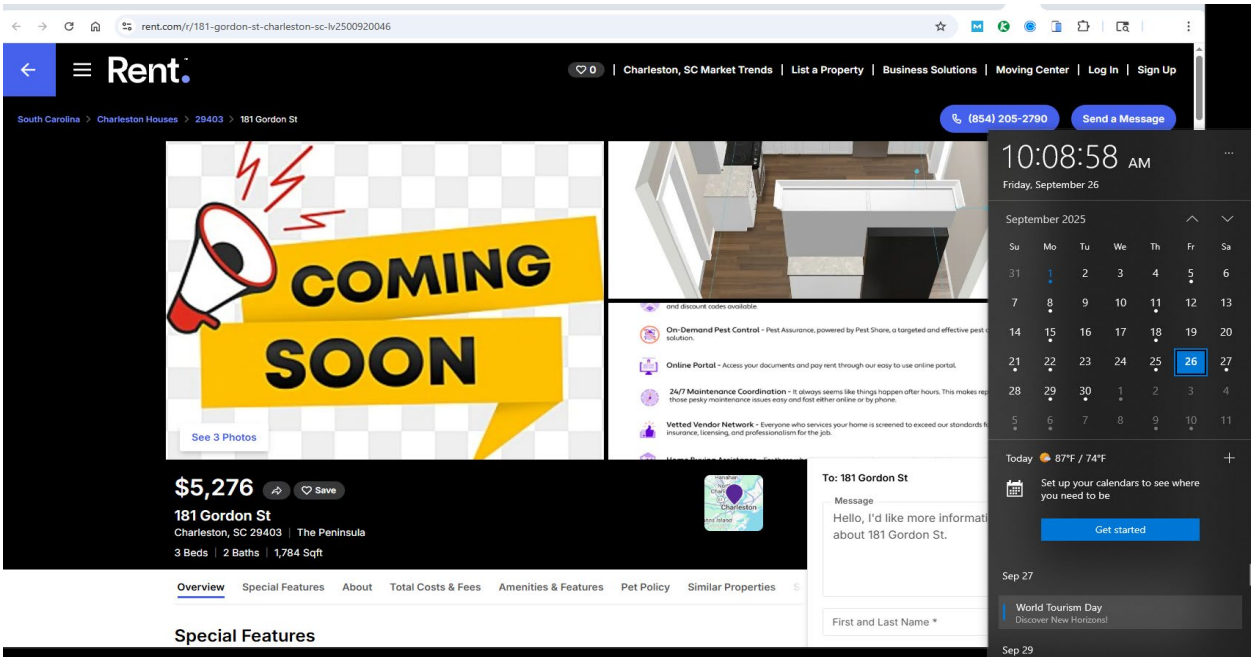
Zumper (1)



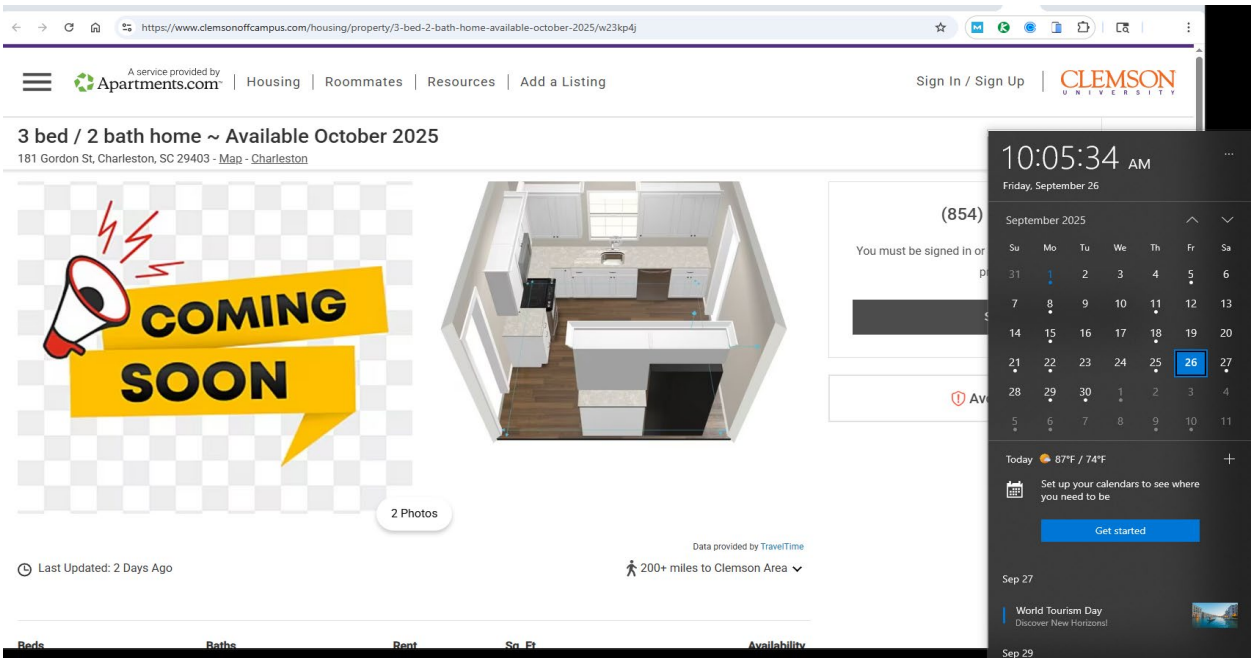
Zumper (2)



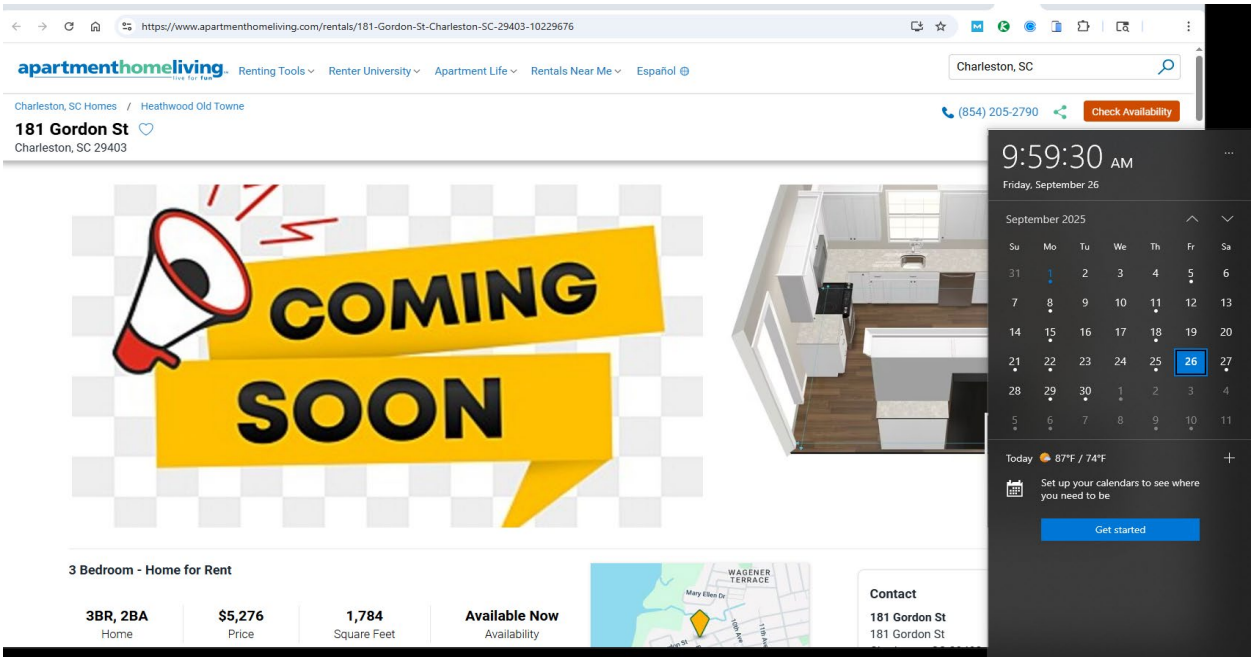
Rent.com



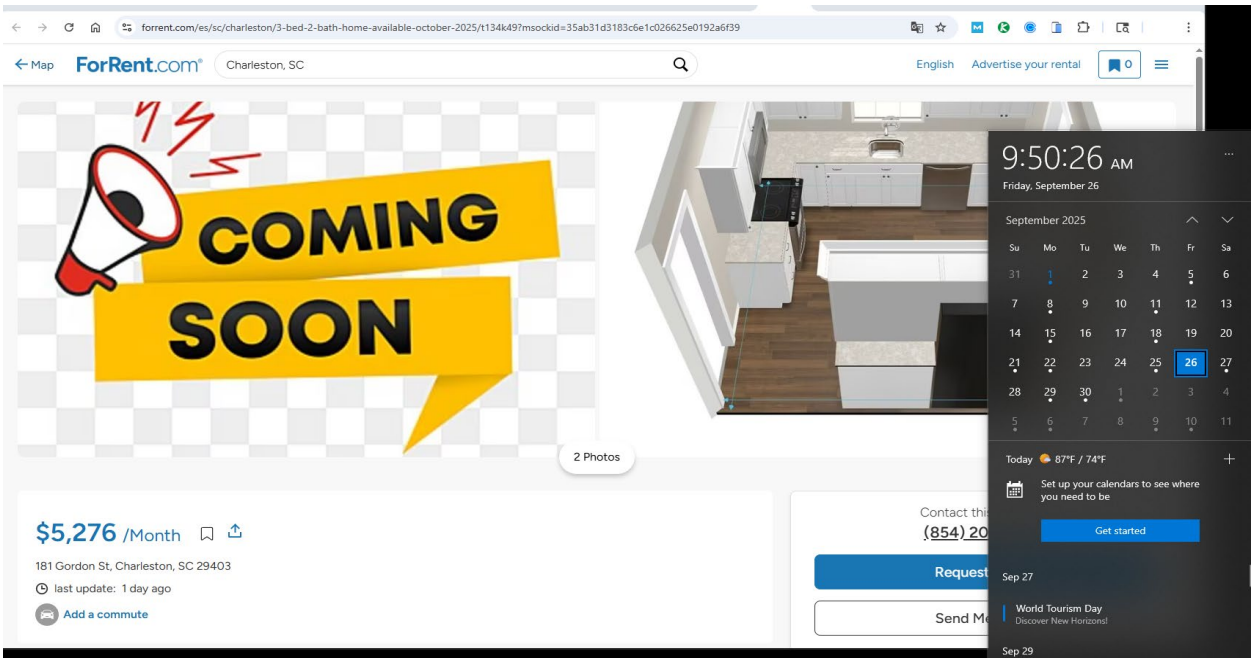
Clemsonoffcampus.com



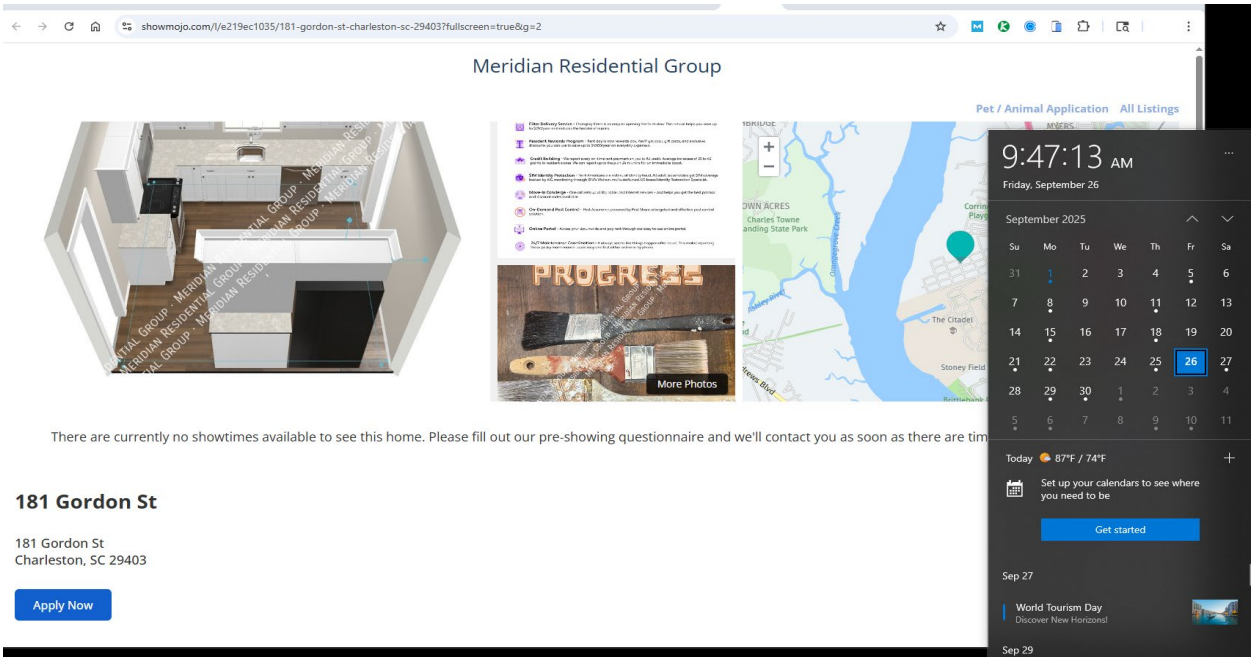
Apartmenthomeliving.com



Forrent.com

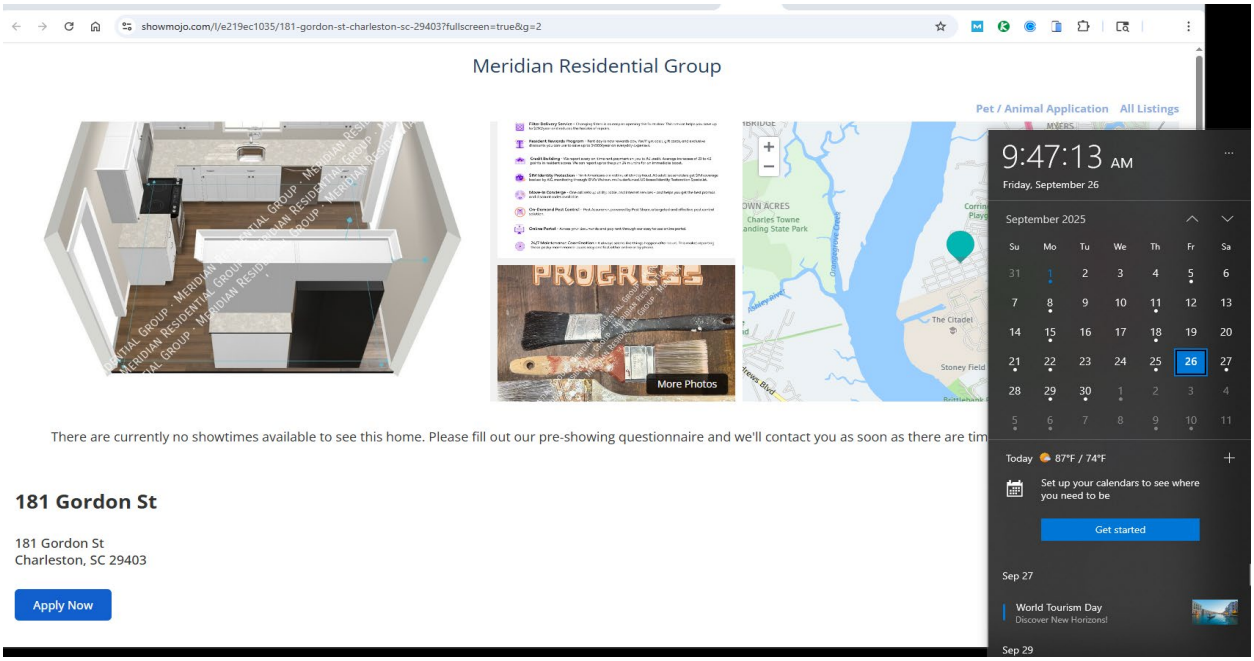


Showmojo.com



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**

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

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

<u>Matterport Virtual Tour (with Chris, Rocket in diapers, Thaut Thought Leadership sign)</u>

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

Reply | Reply All | Forward | ...

TB

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

Fri 9/5/2025 4:30 PM

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

20250905133452383.pdf
76 KB

Meridian Scanner_20250905_161321.pdf
162 KB

181 Gordon_McNeil_Poyer_8.4.25_MO.pdf
17 MB

Mr. McNeil,

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

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

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

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

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

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

Sincerely,

meridian

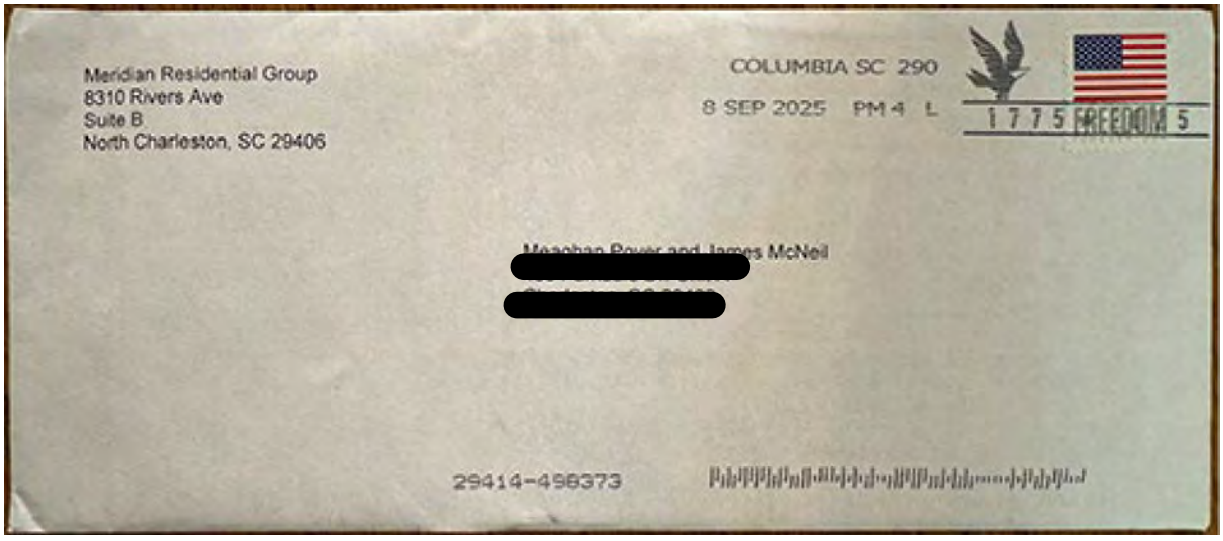
Tara Bayles
CEO / PMIC
8310 Rivers Ave. Suite B,
North Charleston, SC 29406
meridianresidentialgroup.com

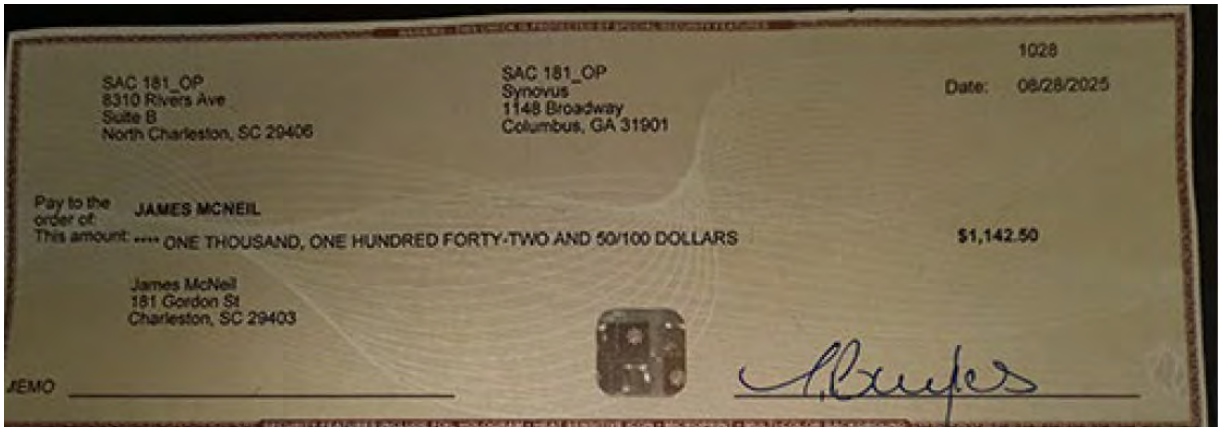
Ex. F-2 - Actual USPS envelope + checks showing 9/8 postmark

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")

Gmail 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 <e55da8c82fe8cafafd33572e23369f17d5e6802ba892f18c944cd05539585c4d@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 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

Baseline Intent to Deceive through Fraudulent Misrepresentation 9/6/2024

Adam Bayles Role Obfuscation

Document:

Email from Tara Bayles to Chris McNeil, dated September 6, 2024, alongside corroborating public records (Meridian website bio and LinkedIn profile).

The Deception:

In the following email, Property Manager Tara Bayles explicitly instructs the complainant not to contact Adam Bayles regarding lease or account issues, falsely claiming: "Adam works in our maintenance department."

The Reality:

Adam Bayles is not a maintenance worker. As proven by Meridian's own website and his professional profiles, Adam Bayles is the Co-Owner of Meridian Residential Group, leads business development, and serves as the statutorily designated Registered Agent for the affiliated ownership entity (MRG Investing Company, LLC).

Investigative Significance (Why This Matters):

In criminal harassment (S.C. Code 16-3-1700), investigators must establish intent. This document serves as the genesis point for the subjects' pattern of psychological abuse. It proves that the subjects did not just make administrative errors; they operated from a calculated baseline of reality-denial.

By actively falsifying the corporate structure and the identities of the company's owners to disempower a tenant, the subjects established a deliberate strategy of gaslighting and misrepresentation that would later escalate into retaliatory eviction, postal forgery, and mass privacy violations.

See pdf of email below: Tara-Adam-in-Maintenance-9-6-24-email-Charleston Water System Bils.pdf

From: Tara Bayles
To: mcneilandpoyer@gmail.com; chris thaut.io
Cc: manager@meridianres.net
Subject: Charleston Water System Bils
Date: Friday, September 6, 2024 12:29:16 PM

Hi Chris,

Adam from our maintenance team sent me a text communication that you reached out to him. Please note that Adam works in our maintenance department and he can not assist you with questions regarding your lease agreement or your account statement. Please direct all future correspondence to manager@meridianres.net

Your account ledger has been adjusted and the late fees have been removed from your account. We have also contacted Charleston Water Systems and requested the water/sewer account under Meaghan Poyer's name be closed and service be transferred to Meridian's account as of August 17, 2024.

If you receive a bill for services after August 17, 2024, please email it to manager@meridianres.net and will you credit your account accordingly.

Sincerely,

Tara Bayles, PMIC

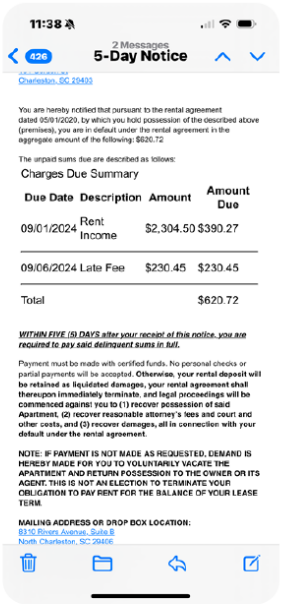
Meridian Residential Group
8310 Rivers Ave. Suite B
North Charleston, SC 29406
Phone: 843.996.4987
www.meridianresidentialgroup.com

See pdf of text message thread with Adam: Messages - Adam Bayles.pdf

Texts email above is referring to:

9/6/2024 11:33:18 AM

Adam, this is Chris at 181 Gordon. Your portal is showing a past due balance that is not accurate. The balance should be zero - but, for some reason, your team quit deducting the water bill (that the lease requires the owner to pay) from the rent. We have consistently supplied the water bill via email and deducted it on our own but now it's showing a past due balance that should not be there. Can you please address ASAP and get back to me? Thanks.



11:38

2 Messages

5-Day Notice

Charleston, SC 29403

You are hereby notified that pursuant to the rental agreement dated 05/01/2020, by which you hold possession of the described above (premises), you are in default under the rental agreement in the aggregate amount of the following: $620.72

The unpaid sums due are described as follows:

Charges Due Summary

Due Date	Description	Amount	Amount Due
09/01/2024	Rent Income	$2,304.50	$390.27
09/06/2024	Late Fee	$230.45	$230.45
Total			$620.72

WITHIN FIVE (5) DAYS after your receipt of this notice, you are required to pay said delinquent sums in full.

Payment must be made with certified funds. No personal checks or partial payments will be accepted. **Otherwise, your rental deposit will be retained as liquidated damages, your rental agreement shall thereupon immediately terminate, and legal proceedings will be commenced against you to (1) recover possession of said Apartment, (2) recover reasonable attorney's fees and court and other costs, and (3) recover damages, all in connection with your default under the rental agreement.**

NOTE: IF PAYMENT IS NOT MADE AS REQUESTED, DEMAND IS HEREBY MADE FOR YOU TO VOLUNTARILY VACATE THE APARTMENT AND RETURN POSSESSION TO THE OWNER OR ITS AGENT. THIS IS NOT AN ELECTION TO TERMINATE YOUR OBLIGATION TO PAY RENT FOR THE BALANCE OF YOUR LEASE TERM.

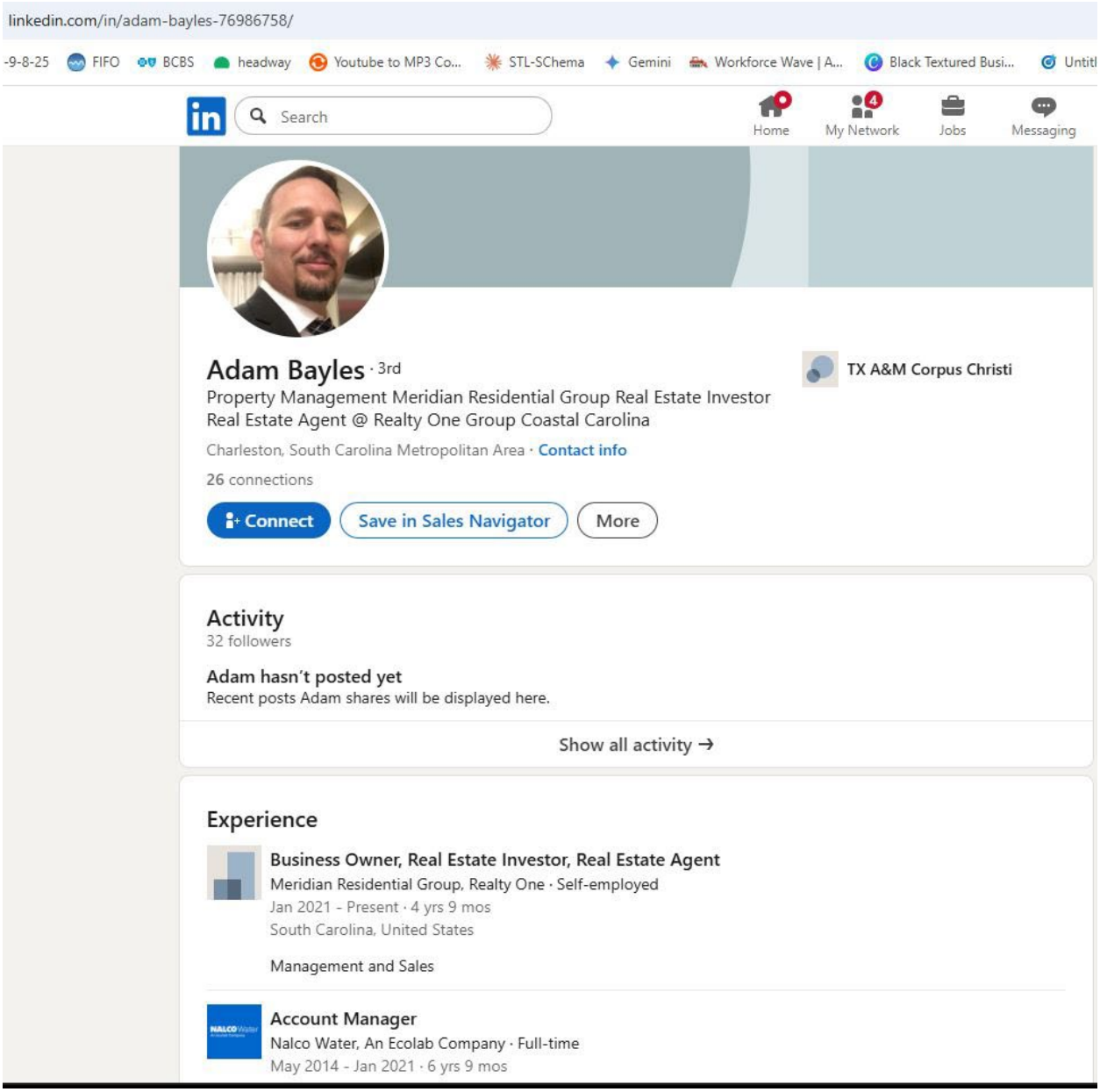
MAILING ADDRESS OR DROP BOX LOCATION:

8310 Rivers Avenue, Suite B

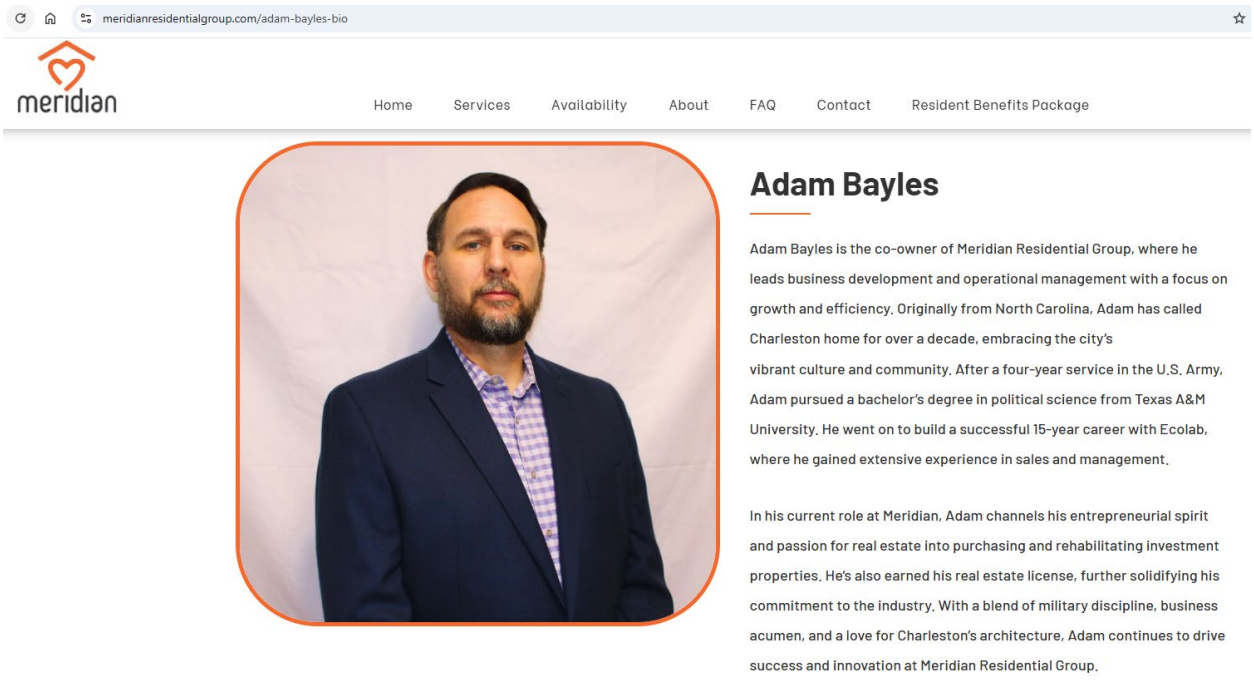
North Charleston, SC 29406

We received this email. There should be no late fees - we have always paid the actual amount due by the 5th each month - and the water needs to be deducted which will bring it to a zero. Obviously this is very frustrating. At one time your team was removing the water bill from the balance due correctly (albeit slowly)

Adam's LinkedIn Profile:



Adam's bio page on Meridian:



Copy/paste of bio page:

Adam Bayles is the co-owner of Meridian Residential Group, where he leads business development and operational management with a focus on growth and efficiency. Originally from North Carolina, Adam has called Charleston home for over a decade, embracing the city's vibrant culture and community. After a four-year service in the U.S. Army, Adam pursued a bachelor's degree in political science from Texas A&M University. He went on to build a successful 15-year career with Ecolab, where he gained extensive experience in sales and management.

In his current role at Meridian, Adam channels his entrepreneurial spirit and passion for real estate into purchasing and rehabilitating investment properties. He's also earned his real estate license, further solidifying his commitment to the industry. With a blend of military discipline, business acumen, and a love for Charleston's architecture, Adam continues to drive success and innovation at Meridian Residential Group.

EXHIBIT H

Coordinated DARVO by Attorneys (Harassment)

The Jan 27-29 DARVO Emails to Court Staff. Emails from O'Brien, Bolyard, and Tate deliberately misrepresenting Complainant's "Courtesy Notice" as a physical threat to exhaust and intimidate him.

Following is the email chain where SAC 181 Counsel O’Brien misrepresented Plaintiff McNeil's stance to court staff, apparently thinking Plaintiff McNeil protected the email he sent with Rule 408.

Plaintiff McNeil's response to Counsel O'Brien's allegations is above Counsel O'Brien's email.

From:	chris thaut.io
To:	"Kevin O"Brien"; "Joy Johnson"; "dvanslambrooksc@sccourts.org"; "dvanslmbrooklc@scourts.org"
Cc:	"Justine Tate"; "Debra Rizzi"; "C&M McNeil"; "Alicia Bolyard"; "Chris Manning"; "Kelsi Sigler"; "Kaylie Stapleton"; "jeff@jwklegal.com"; "Jeffrey Kuykendall"
Subject:	RE: 2025CP1005095 - James C Mcneil , plaintiff, et al VS SAC 181 Llc , defendant, et al - Request for Emergency Status Conference
Date:	Tuesday, January 27, 2026 4:45:00 PM
Attachments:	Courtesy Notice – Criminal Investigation & Counsel Conflicts.pdf

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Dear Ms. Johnson, Judge Van Slambrook's chambers, and counsel:

I write briefly to respond to Mr. O'Brien's email below and his request for an emergency status conference.

Assignment / which judge should hear this

My understanding is that the pending motions in this civil case (including those originally set for hearing on December 19, 2025) are assigned to Judge Thomas J. Rode, and that Judge McCoy granted the continuance of that roster date when defense counsel reported unavailability.

Out of respect for that prior assignment and for judicial economy, my wife and I believe any consolidated status conference and motion hearing in 2025-CP-10-05095 should remain with Judge Rode, unless the Chief Judge for Administrative Purposes orders otherwise.

We do not object to a brief status conference being set; we simply ask that it be coordinated through the existing assignment so that the judge already familiar with the record, chronology, and discovery disputes can address them holistically.

Joinder in a status conference and notice of forthcoming filing

As pro se plaintiffs, we support a status conference to address the cluster of pending motions (SAC 181's motions to dismiss, for sanctions, for a stay of discovery, and to quash non-party subpoenas, as well as our own opposition and cross-motions). Clear case-management guidance from the Court will help all parties and reduce unnecessary motion practice.

Because pro se litigants in Charleston County cannot e-file, and given my current medical vulnerability (severe PTSD symptoms so far documented on two validated self-report instruments (including a PCL-5 score of 76/80, in the severe range)), I am not able to safely reach the courthouse before closing today.

I intend to hand-file tomorrow a short written response and/or motion (likely a Rule 26(c) protective-order motion addressing counsel conduct and discovery obstruction) and will provide courtesy copies to all parties.

Clarification of the January 26 email Mr. O'Brien characterizes as "threats"

For the Court's convenience, I am attaching the January 26, 2026 email that Mr. O'Brien references, titled "Courtesy Notice – Criminal Investigation & Counsel Conflicts." I respectfully ask that the Court and staff review the actual text rather than rely solely on opposing counsel's description. In that email, I did three things:

- Gave notice that I had initiated a criminal investigation with the Charleston County Sheriff's Office (Case No. 2026-001263), with primary focus on property manager Tara

R. Bayles and evidence already described in this Court's record (allegedly falsified "postmark" document, 21-platform image syndication, and interference with LLR Investigation #2025-566).

- Issued evidence-preservation cautions (forensic recoverability, crime-fraud exception, and spoliation/adverse inferences) grounded in standard litigation practice when potential criminal and Bar issues arise from the same underlying facts.
- Disclosed that I am now testing in the severe PTSD range (PCL-5 score 76/80) and experiencing extreme gaslighting-type harm from a months-long pattern of conduct by property managers, insurers, and defense counsel, while still inviting the Altman principals to read the filings themselves and consider a more responsible resolution path.

I should note that when I use the term "gaslighting" in this context, I am not speaking loosely or rhetorically. I mean a sustained pattern, across multiple firms and attorneys, of acting as if the core traumatic events in this case simply did not occur, despite incontrovertible record evidence. It is not that they are disputing our documented evidence. They are not even acknowledging its existence.

A specific example is repeatedly refusing even to acknowledge the undisputed publication and mass syndication of private interior images of our home, including those of plaintiffs and the indignity of their old dog in diapers, which is documented in exhibits to the Motion for Leave to File the Second Amended Complaint and related filings.

Each time defense counsel writes and argues as though these events are imaginary or legally insignificant, it compounds the harm by invalidating lived trauma, forcing me to relive it and to keep proving that what happened to us really happened. I am contemporaneously documenting these instances for the Court so that "gaslighting" here refers to a specific, evidence-tied litigation pattern, not a casual insult.

On the email Mr. O'Brien referenced:

At no point did I threaten physical harm to any lawyer or to anyone's family. The only reference to "families" was a suggestion that counsel consider speaking with their families before deciding whether to remain in a matter that may generate criminal and Bar exposure - essentially encouraging sober reflection, not issuing a threat.

To the extent criminal exposure could eventually touch any attorney, that will be the independent decision of law enforcement and prosecutors. When I met with the deputy, I initially focused the complaint on Ms. Bayles, but I was specifically asked which lawyers and firms were involved with the disputed evidence and regulatory interference. I answered those questions and provided a summary document, and from that point part of this process has been out of my hands.

Gaslighting and need for Court oversight

From my perspective, Mr. O'Brien's framing of that courtesy notice as "threats against lawyers" because I mentioned possible criminal and Bar consequences is another example of

the pattern I described: legitimate pursuit of civil, criminal, and regulatory remedies repeatedly being reframed as misconduct by the person raising them.

I am not in a psychological position where I can continue to absorb that kind of mischaracterization without serious health consequences; the PCL-5 score of 76/80 was not hypothetical, it reflects my lived reality in this case. At the same time, I remain committed to proceeding within the rules, preserving evidence, and giving the Court a clear record. That is why I am not risking a rushed in-person filing before 5:00 PM and will instead file tomorrow, rested and careful.

Next steps

I consent to and welcome a status conference at the Court's convenience, preferably before Judge Rode consistent with the existing assignment, whether in person or via Zoom.

Tomorrow I will hand-file a short written motion/response addressing (a) the pattern of mischaracterization and lawfare, and (b) appropriate protective conditions on counsel communications and motion practice going forward. Thank you for your time and for allowing me to clarify my position without compromising my health by racing downtown this afternoon.

Respectfully,

Chris McNeil

James C. McNeil & Meaghan Poyer
Plaintiffs Pro Se
PO Box 30386
Charleston, SC 29417
Email: chris@thaut.io; mcneilandpoyer@gmail.com
Telephone: (843) 818-3495

From: Kevin O'Brien <Kevin.O'Brien@phelps.com>
Sent: Tuesday, January 27, 2026 3:01 PM
To: Joy Johnson <JSJohnson@charlestoncounty.org>; dvanslambrooksc@sccourts.org; dvanslmbrooklc@scourts.org
Cc: Justine Tate <Justine.Tate@phelps.com>; Debra Rizzi <Debra.Rizzi@phelps.com>; chris thaut.io <chris@thaut.io>; C&M McNeil <mcneilandpoyer@gmail.com>; Alicia Bolyard <abolyard@rlattorneys.com>; Chris Manning <cmanning@rlattorneys.com>; Kelsi Sigler <ksigler@rlattorneys.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>; jeff@jwklegal.com; Jeffrey Kuykendall <JWKuykendall@jwklegal.com>
Subject: 2025CP1005095 - James C Mcneil , plaintiff, et al VS SAC 181 Llc , defendant, et al - Request for Emergency Status Conference
Importance: High

Ms. Johnson, Ms. Atkins, and Mr. Crump:

Justine Tate and I and our law firm of Phelps Dunbar, LLP are counsel for Defendant SAC 181, LLC in the above-referenced matter.

We are writing to request an emergency status conference with Judge Van Slambrook. There are many motions pending before the Court. However, the *pro se* Plaintiffs in this case have recently been taking action and/or sending correspondence, about which we respectfully submit should be brought to the attention of Court and about which we respectfully and humbly request the Court's intervention. Last night *pro se* Plaintiff, James C. ("Chris") McNeil sent an e-mail making threats against lawyers in this case (which we understand to include Ms. Tate and myself) including that he intended to seek criminal charges and he mentioned our families in the e-mail. (We would be happy to share the e-mail with the Court upon Judge Van Slambrook's request.) Plaintiffs have also been sending to non-parties documents Plaintiffs are purporting to be subpoenas, but which documents were not issued or signed by the Clerk. We have recently filed Motions to Quash two such purported subpoenas to non-parties.

We are requesting a short emergency status conference with the Court in the near future, which we would be happy to have virtually, to seek some potential case management rules for this case, including a possible stay of further activity to maintain the status quo until the Court has time to hear many of the pending motions.

Several motions in this case had originally been set for hearing for a Motions Roster on December 19, 2025, but we needed to seek a continuance because both counsel for SAC 181 were unavailable on that date. The Motion for Continuance was granted by Judge McCoy. We are awaiting notice of the resetting of the hearings of those motions. However, there have been several other motions filed in this case subsequent to the first batch of motions originally being set for hearing.

While we expect all parties would appreciate the clarity that would be provided by obtaining rulings on all of the pending motions, a few that would really help frame what, if any claims in this case will be able to proceed, and issues on the timing and scope of any discovery would be (1) SAC 181's Motion for Sanctions (seeking dismissal), (2) SAC 181's Motion for a Protective Order Including a Stay of Discovery (requesting a stay of all discovery until after our Motion to Dismiss is resolved and the pleadings are finally framed), and (3) the related Motion to Dismiss.

We understand that there is a possibility that many or all of the motions in this case may possibly get set for a Motions Roster the week of February 23, 2026. We would look forward to same.

However, in the interim, we would respectfully request a short emergency status conference with the Court regarding any further actions or correspondence regarding this lawsuit pending all of the other motions being heard. Naturally, if the Court would also have any time slots in the near future that opened up wherein some of the more pressing motions could be heard, we would certainly welcome the opportunity and believe that the other parties would as well.

We look forward to the Court's further instructions and guidance in this regard. If Judge Van Slambrook needs or wants us to file a formal Motion for a Status Conference, please

let us know and we would be happy to do so. If Judge Van Slambrook needs or wants any other documents or information from us at this time, please let us know.

We thank all of you and Judge Van Slambrook in advance for all of your time and consideration.

Pro se Plaintiffs and counsel for all other parties are copied on this e-mail.

Respectfully Submitted,

Kevin M. O'Brien
* Admitted in NC, SC, and FL*
Phelps Dunbar LLP
4300 Edwards Mill Road
Suite 600
Raleigh, NC 27612
Direct: 919-789-5302
Fax: 919-789-5301
Email: kevin.o'brien@phelps.com

Please note our recent change of address.

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Following is the full text of Mr. McNeil's January 26, 2026 email that defense counsel later described to the Court as "threats" to lawyers and their families. As the text reflects, the only reference to "families" appears in the context of urging counsel to consult their families before deciding whether to remain in a matter that may generate criminal and Bar exposure; there is no threat of physical harm.

From: chris thaut.io
To: "caltman@caltmanlaw.com"; "jaltman@derfneraltman.com"
Cc: "Kevin O"Brien"; "Justine Tate"; "Alicia Bolyard"; "gladys.lambert@ipgclaims.com"; "C&M McNeil"
Subject: Courtesy Notice – Criminal Investigation & Counsel Conflicts
Date: Monday, January 26, 2026 5:56:00 PM
Importance: High

Mr. Altman, Mr. Altman, Counsel, and Ms. Lambert,

I am sending this as a courtesy notice because I still choose to act from principles of fairness and transparency, even where your conduct toward me has not done the same. Some of you will shortly need a new property manager, and this notice may help you avoid some avoidable crises.

I understand what has been going on. I have personal experience with what is called "narcissistic systems and what you are operating in has all the usual fingerprints: a central actor cannot operate at scale without enablers and a smear campaign that mischaracterizes the target and reframes legitimate boundary-setting as the problem.

I have every reason to believe a similar dynamic is in play here: I strongly suspect you have been fed a distorted story about me and about our case posture, because malignant narcissists are skilled con artists and routinely repackage resistance to abuse as "unreasonable" or "unstable" behavior in the victim.

That said, Joathan and Charles - you are experienced lawyers with access to the full record, and you do not have to rely on anyone's narrative; you can read what is actually on the docket, see the falsified documents, the undisputed privacy violations, and the escalating lawfare for yourselves, and once you do, the evidence and harassment pattern - including in your own defense filings - are, in my view, incontrovertible.

I've long wondered why you are letting this happen on your watch. This is at criminal levels, I am suffering from it, enough is enough, and here is what I am doing about it:

Criminal investigation and coordinated campaign

Today I initiated a criminal investigation with the Charleston County Sheriff's Office, Case No. 2026-001263, with primary focus on **Tara R. Bayles (Meridian Residential Group, PMIC #30129)** and related conduct arising from the 181 Gordon Street matter. The evidence provided includes the falsified USPS "postmark" (forensic metadata showing a September 5 creation date for a document represented as August 28), 21-platform image syndication records, cross-firm coordination emails, and timing analysis of interference with LLR Investigation #2025-566.

From my perspective, the Altman family has funded and continued to rely on a litigation and insurance machine that has systematically gaslit me about traumatic events (illegal eviction, document fraud, privacy violations), turning what began as a solvable dispute into a coordinated harassment and likely smear campaign instead of a good-faith effort to resolve the case.

Counsel – if you recuse yourself from the case, I will consider not filing charges on you.

Before you let your ego make that decision for you, I suggest discussions with your families. And if you've been seeking a way to disentangle from Tara, here is your opportunity: the perfect excuse.

Clinical harm and urgency (PTSD 76/80)

I have now completed validated clinical assessments, including the DSM-5 PTSD Checklist (PCL-5), on which I scored **76/80**, well into the severe PTSD range. That score documents trauma-level, permanent changes from coordinated gaslighting, pretending the majority of traumatic events associated with this case did not happen, while simultaneously escalating the pressure and refusing to engage in good-faith settlement discussions.

A separate, research-based gaslighting framework places my experience at **79/80 (extreme range)**, reflecting coordinated psychological warfare by multiple actors: property management, defense counsel, and insurance, with all acting in concert over months. This is not abstract language; it describes the clinical reality I am now living with as a direct result of the system the Altmans have financed and have allowed to continue by willing agents of wrongdoing. You have escalated exposure for your client, the Altmans, as well.

Evidence preservation

You are hereby instructed to preserve all communications and documents relating to this matter, including but not limited to emails, texts, internal notes, and messaging with Ms. Bayles, Meridian, IPG, and co-counsel.

These are *my* **three cautions**:

1. **Forensic recoverability.** Emails, messages, and deleted files can be retrieved from cloud servers and third-party systems by forensic specialists you do not control. Attempted cleanup after this notice is rarely successful and is often obvious in the audit trail.
2. **Crime-fraud and privilege.** Use of legal process as a vehicle for harassment, obstruction, or other criminal conduct pierces the attorney–client privilege; communications furthering that conduct are not protected and may be subject to disclosure in both Bar and criminal proceedings.
3. **Spoliation and adverse inferences.** Any deletion, alteration, or concealment of relevant evidence following this notice will be treated as spoliation and addressed accordingly through adverse inferences, sanctions, and, where appropriate, additional criminal and regulatory referrals.

Charles and Jonathan,

Window for direct contact and open-letter plan

Given
(a) the documented PTSD-level harm (PCL-5 76/80),
(b) the extreme gaslighting severity, and
(c) your continuing refusal to come to the table in good faith,

I will no longer negotiate through counsel who are themselves upcoming subjects of the criminal investigation and potential Bar complaints.

I will be following up with you separately with additional information, because you are the only principals in this group with both the authority and capacity to end this conflict responsibly.

If I do not hear from you directly, or from a new, unencumbered agent acting solely in your interests (not Tara's or conflicted counsel's), by Wednesday at 12:00 PM, I will proceed to publish a **public Open Letter to the Altman Family** on RocketsFight.org.

That letter will outline the clinical findings (including the 76/80 PTSD score), the coordinated gaslighting pattern, the updated damages analysis, your role as enablers of this system, and the path you still have available if you choose to shift from unconscious enablement to conscious stewardship.

If you wish to discuss a path that combines meaningful accountability with systemic course-correction, I am willing to do that directly or through a truly independent representative who is not implicated in the conduct under review. Otherwise, I will continue on the civil, criminal, Bar, and public-accountability tracks already in motion, without further courtesy notice.

Respectfully,

Chris McNeil

James C. McNeil & Meaghan Poyer
Plaintiffs Pro Se
PO Box 30386
Charleston, SC 29417
Email: chris@thaut.io; mcneilandpoyer@gmail.com
Telephone: (843) 818-3495

Following is the email Merdidian, Tara Bayles, and Adam Bayles Counsel Bolyard sent January 28, 2026, echoing O'Brien's misrepresention and demonstrating the pattern Plaintiff McNeil is being targeted with.

From:	Alicia Bolyard
To:	chris thaut.io; Kevin O"Brien; Joy Johnson; dvanslambrooksc@sccourts.org; dvanslmbrooklc@scourts.org
Cc:	Justine Tate; Debra Rizzi; C&M McNeil; Chris Manning; Kelsi Sigler; Kaylie Stapleton; jeff@jwklegal.com; Jeffrey Kuykendall
Subject:	RE: 2025CP1005095 - James C Mcneil , plaintiff, et al VS SAC 181 Llc , defendant, et al - Request for Emergency Status Conference
Date:	Wednesday, January 28, 2026 8:02:01 AM
Attachments:	image002.png

Good morning all,

I apologize for my delay in responding I was in a full day mediation yesterday. I represent the following in this matter: Defendants Meridian Residential Group, Tara Bayles, and Adam Bayles, individually. I join in the sentiments and request from Counsel for SAC 181 for a short Emergency Status Conference regarding the most recent correspondence from *pro se* Plaintiff Chris McNeil. I would ask that we set the multitude of motions for a later date as some of those are directly against me, as an attorney, and I will need time to fully brief those issues. One of those being the most recent filing by the Plaintiffs, a Motion to Disqualify me as counsel in response to a Motion to Quash I filed due to the Plaintiff sending nonparties documents purporting to be subpoenas, however said documents were not issued or signed by the Clerk. I agree with Counsel for SAC 181 and consider several of Mr. McNeil's most recent communications as threats to my clients and myself, as their attorney.

We look forward to the Court's further instructions and guidance in this regard. If Judge Van Slambrook needs or wants any other documents or information from us at this time, please let us know. We will be happy to provide. We thank you in advance for your time and consideration.

Pro se Plaintiffs and counsel for all other parties are copied on this e-mail.

Kindest regards,

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

RESNICK & LOUIS, P.C.
ATTORNEYS AT LAW

EXHIBIT I

The Psychological Injury (Criminal Harm for Harassment)

(wife) Meaghan Poyer's Affidavits (Nov 25, 2025 & Jan 29, 2026) detailing the severe disruption to daily life.

The PCL-5 Clinical Score (76/80) proving Severe PTSD resulting from the harassment.

AFFIDAVIT OF MEAGHAN POYER

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

(High Cost of Defendants' Lawfare Tactics)

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

1. I am a named Plaintiff in this action and the wife of coPlaintiff James C. ("Chris") McNeil.
2. This Affidavit describes the impacts on our home life, mental and physical wellbeing, and ordinary functioning that have resulted from Defendants' retaliatory eviction and subsequent lawfare tactics, including the AIfocused sanctions motion to which this Affidavit is attached.

Effects on Our Mental and Physical WellBeing

3. I observe in Chris a state of nearperpetual exhaustion and fatigue. He has had almost no time for his normal personal health practices, including his spiritual practices, physical fitness routines, or musical and artistic pursuits.
4. This ongoing tiredness has disrupted our normal routines, especially with our elderly dog and our puppy, and with our time together as a family. Before these events, we regularly enjoyed date nights, movies, and albumlistening nights together; since the retaliatory eviction and the escalation of litigation, those shared activities have stopped altogether. There has not been a single instance of any of them.
5. Our daily family dogwalking routines have also been disrupted. Many walks are now dominated by conversations and audio recordings of legal activities and ideas that Chris feels compelled to capture and follow up on as soon as we get back home, rather than simply enjoying time outside as a family.

Disruption of Basic Household Functioning

6. Standard household activities are frequently delayed or disrupted. The fatigue of the disruption of the move we had not planned on followed by the pressure of this case has impacted Chris to the point where basic tasks are forgotten. I have personally witnessed, for example:
    - Perishable groceries not being put away promptly because attention is pulled back into legal work.

- Forgetting that an app or call "isn't working" because the phone is still connected to Bluetooth headphones.
- Trash and recycling not being put out on time because deadlines, filings, or email exchanges have taken over our evenings.

7. These are not isolated incidents. They reflect a constant cognitive load and time pressure that leaves little bandwidth for ordinary life.

My Own Workload and Strain

8. In addition to this legal case, I work a fulltime job and commute by public transportation into the office.
9. I am currently taking two graduatelevel courses, which demand significant reading, assignments, and focus.
10. I also provide physical and mental support to my elder parents: one who does not drive, and the other who recently spent 10 days in the hospital, both of whom continue to require attention and support from me.
11. Against this backdrop, our home interactions are often fraught with tension and curtness, as we are constantly trying to manage this case, meet our obligations, and still create a peaceful home environment. The pressure from Defendants' litigation strategy pushes into every corner of our lives.

Loss of Personal Enrichment and Health Practices

12. My own personal activities have been significantly disrupted. Since the move and the escalation of this litigation, I have had far less time and energy for:

    - Personal enrichment through reading.
    - Artistic endeavors, including graphic design and typography.
    - Physical fitness, including dance.
    - Returning to coaching with a local high school, which I had planned and was looking forward to.
    - Cooking and meal/food preparation, including canning and preserving, activities that are both practical and a source of joy for me.
    - Returning to volunteering on committees with my parish (church)

13. These are not trivial hobbies; they are core components of how I maintain my mental and physical health, express creativity, and contribute to my community.

Incomplete Home Setup and Environmental Stress

14. Because so much time and energy has been consumed by defending against Defendants' filings and motions, we have not had the time to fully settle into our new home.
15. Specifically, we have:

    - Not finished unpacking our house.
    - Been unable to undertake the extensive yard work needed to make the outside environment functional and calm.
    - Not yet set up proper fencing for our dogs, which would give them a safe outdoor space and give us peace of mind.

16. The result is that our home environment continues to feel temporary, unsettled, and constrained - more like a workspace and staging area for litigation than a stable, restorative place to live.

The Suffering of Rocket

16. Rocket is our 15-year-old Carolina Dog. Chris and I both love him and enjoy his antics, like always following people to the bathroom to stand guard outside and tossing our arms with his snout when he wants to go outside. Rocket's vision deteriorated to near blindness. We had set up the Gordon Street house in such a way that it was easy for him to move around the house with confidence and so that we would not have to worry if we had to leave him unattended. We were saving to address his additional dental, vision, and health issues. Shortly after our move, I witnessed the antique couch tossed on its side and learned that Rocket gotten stuck under it for hours whimpering before Chris figured out what that noise was and found him. Chris was beyond upset about this incident. We have still not been able to set up our new household or set standard routines for Rocket due to so much time and energy consumed by defending against Defendants' filings and motions. Nor have we been able address Rocket's much needed veterinary appointments regarding his alarming eye condition, and delayed dental surgery as Chris has had to work on this case instead of meeting with his clients.
17.

Additional Observations About Chris's Sacrifices

18. In addition to the observations above, I have seen Chris:
    - Stop meditating and working out entirely since the move, despite previously practicing both three to five times per week.
    - Reduce his guitar playing from daily to only a handful of times in more than three months.

- Halt production of his Thought Leadership Studio podcast, despite having produced more than 100 episodes over a twoyear period and never previously going more than a month without recording.

19. I have heard him say that he is intentionally placing accuracy and completeness in court filings above his own business development, client work, and creative projects, because he feels a moral and legal duty to make sure our case is decided on a correct record. This choice has real consequences for our income, his professional relationships, and our longterm plans.

Purpose of this Affidavit

20. The cumulative effect of Defendants' litigation tactics - including the AIrelated sanctions motion at issue - is that our family's mental health, physical routines, household functioning, and financial stability have all been significantly harmed.
21. I submit this Affidavit so the Court can appreciate that what may, on the surface, appear to be "just another motion" or "ordinary litigation hardball" has, in reality, imposed an ongoing, heavy cost on our daily life, relationships, and wellbeing.
22. I respectfully ask the Court to consider these impacts when evaluating whether Defendants' tactics reflect proportional, goodfaith advocacy, or whether they cross the line into litigation-as-harassment aimed at grinding down a pro se family rather than resolving the case based on the clear evidence, including what we have already documented.

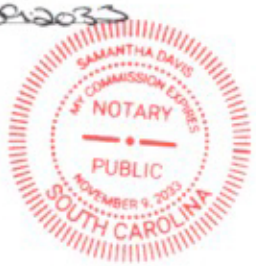
I declare under penalty of perjury that the foregoing is true and correct.

Meaghan K Poyer

Meaghan Poyer

Subscribed and sworn to before me this 25th day of November, 2025, by **Meaghan Poyer**, who is personally known to me or produced identification Drivers License.

Notary Public for South Carolina
Printed Name: Samantha Davis
My Commission Expires: 11/09/2033
(Seal)



Date: 11/25/25

EXHIBIT E: Affidavit of Meaghan Poyer: High Cost of Lawfare Part II

AFFIDAVIT OF MEAGHAN POYER

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

(High Cost of Defendants' Lawfare Tactics Part II)

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

BACKGROUND

1. I am a named Plaintiff in this action (Case No. 2025-CP-10-05095) and the wife of co-Plaintiff James C. ("Chris") McNeil.
2. This Affidavit describes the impacts on our family life, mental and physical wellbeing, and ordinary functioning that have resulted from Defendants' retaliatory eviction and the subsequent defense harassment campaign of the last 3 months, since Phelps Dunbar and Resnick & Louis joined the case.

EFFECTS ON CHRIS'S MENTAL AND PHYSICAL WELLBEING

3. I observe in Chris a state of near-perpetual exhaustion and fatigue. He has had almost no time for his normal personal health practices, including his spiritual practices, physical fitness routines, or musical and artistic pursuits.
4. Chris previously practiced meditation and worked out 3-5 times per week. He has stopped both entirely since the retaliatory eviction.
5. Chris played guitar daily before these events. In the past 4.5 months, I've heard him play only a handful of times (3-4 occasions total). This represents a 99% reduction in an activity that was central to his creative expression and stress relief.
6. Chris produced over 100 episodes of his Thought Leadership Studio podcastt over a two-year+ period, never going more than a month without recording. He has halted production entirely since the harassment campaign began.

DISRUPTION OF FAMILY LIFE

7. This ongoing litigation has disrupted our normal routines, especially with our elderly dog and our puppy, and with our time together as a family.
8. Before these events, we regularly enjoyed date nights, movies, and album-listening nights together. Since the retaliatory eviction and escalation of litigation, those shared activities have stopped altogether. There has not been a single instance of any of them in the 6 months since the forced move.

9. Our daily family dog-walking routines have also been disrupted. Many walks are now dominated by conversations and audio recordings of legal activities and ideas that Chris feels compelled to capture and follow up on as soon as we get back home, rather than simply enjoying time outside as a family.

DISRUPTION OF BASIC HOUSEHOLD FUNCTIONING

10. Standard household activities are frequently delayed or disrupted. The fatigue from the unplanned move we were forced into, followed by the pressure of this case, has impacted Chris to the point where basic tasks are forgotten. I have personally witnessed, for example:
    - Perishable groceries not being put away promptly because attention is pulled back into legal work
    - Forgetting that an app or call "isn't working" because the phone is still connected to Bluetooth headphones
    - Trash and recycling not being put out on time because deadlines, filings, or email exchanges have taken over our evenings
11. These are not isolated incidents. They reflect a constant cognitive load and time pressure that leaves little bandwidth for ordinary life.

MY OWN WORKLOAD AND STRAIN

12. In addition to this legal case, I work a full-time job and commute by public transportation into the office.
13. I am currently taking two graduate-level courses, which demand significant reading, assignments, and focus.
14. I also provide physical and mental support to my elder parents: one who does not drive, and the other who is suffering from cancer, has a heart condition requiring surgery, and recently spent 10 days in the hospital. Both continue to require attention and support from me.
15. Against this backdrop, our home interactions are often fraught with tension and curtness, as we are constantly trying to manage this case, meet our obligations, and still create a peaceful home environment. The pressure from Defendants' litigation strategy pushes into every corner of our lives.

LOSS OF PERSONAL ENRICHMENT AND HEALTH PRACTICES

16. My own personal activities have been significantly disrupted. Since the move and the escalation of this litigation, I have had far less time and energy for:
    - Personal enrichment through reading
    - Artistic endeavors, including graphic design and typography
    - Physical fitness, including dance
    - Returning to coaching with a local high school, which I had planned and was looking forward to
    - Cooking and meal/food preparation, including canning and preserving, activities that are both practical and a source of joy for me
    - Returning to volunteering on committees with my parish (church)
17. These are not trivial hobbies; they are core components of how I maintain my mental and physical health, express creativity, and contribute to my community.

INCOMPLETE HOME SETUP AND ENVIRONMENTAL STRESS

18. Because so much time and energy has been consumed by defending against Defendants' filings and motions, we have not had the time to fully settle into our new home.
19. Specifically, we have:
    - Not finished unpacking our house
    - Been unable to undertake the extensive yard work needed to make the outside environment functional and calm
    - Not yet set up proper fencing for our dogs, which would give them a safe outdoor space and give us peace of mind
20. The result is that our home environment continues to feel temporary, unsettled, and constrained - more like a workspace and staging area for litigation than a stable, restorative place to live.

THE SUFFERING OF ROCKET

21. Rocket is our 15-year-old Carolina Dog. Chris and I both love him and enjoy his antics, like always following people to the bathroom to stand guard and tossing our arms with his snout when he wants to go outside.
22. Rocket's vision deteriorated to near blindness. We had set up the Gordon Street house in such a way that it was easy for him to move around the house with confidence and so that we would not have to worry if we had to leave him unattended.
23. We were saving to address his additional dental, vision, and health issues.

24. Shortly after our move, I witnessed the antique couch tossed on its side and learned that Rocket gotten stuck under it for hours whimpering before Chris figured out what that noise was and found him. Chris was beyond upset about this incident.
25. We have still not been able to set up our new household or set standard routines for Rocket due to so much time and energy consumed by defending against Defendants' filings and motions.
26. Nor have we been able to address Rocket's much needed veterinary appointments regarding his alarming eye condition, and delayed dental surgery so he can eat without pain as Chris has had to work on this case instead of meeting with his clients.

ADDITIONAL OBSERVATIONS ABOUT CHRIS'S SACRIFICES

27. In addition to the observations above, I have seen Chris:
    - Stop meditating and working out entirely since the move, despite previously practicing both three to five times per week
    - Reduce his guitar playing from daily to only a handful of times in more than three months
    - Halt production of his Thought Leadership Studio podcast, despite having produced more than 100 episodes over a two-year period and never previously going more than a month without recording
28. I have heard him say that he is intentionally placing accuracy and completeness in court filings above his own business development, client work, and creative projects, because he feels a moral and legal duty to make sure our case is decided on a correct record. This choice has real consequences for our income, his professional relationships, and our long-term plans.

PURPOSE OF THIS AFFIDAVIT

29. The cumulative effect of Defendants' litigation tactics is that our family's mental health, physical routines, household functioning, and financial stability have all been significantly harmed.
30. I submit this Affidavit so the Court and investigating authorities can appreciate that what may, on the surface, appear to be "just another motion" or "ordinary litigation hardball" has, in reality, imposed an ongoing, heavy cost on our daily life, relationships, and wellbeing.
31. I respectfully ask that these impacts be considered when evaluating whether Defendants' tactics reflect proportional, good-faith advocacy, or whether they cross the line into

litigation-as-harassment aimed at grinding down a pro se family rather than resolving the case based on the clear evidence, including what we have already documented.

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

Meaghan Poyer

Meaghan Poyer

Subscribed and sworn to before me this 29th day of January, 2026, by

Meaghan Poyer, who is personally known to me or produced identification.

Notary Public for South Carolina

My Commission Expires: 10 June 2031

PHIL FEDORUK
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JUNE 10, 2031
SOUTH CAROLINA

National Center for PTSD
POSTTRAUMATIC STRESS DISORDER

PTSD Checklist for *DSM-5* (PCL-5)

Version date: 29 August 2023

Reference: Weathers, F. W., Litz, B. T., Keane, T. M., Palmieri, P. A., Marx, B. P., & Schnurr, P. P. (2013). *The PTSD Checklist for DSM-5 (PCL-5) – Standard* [Measurement instrument]. Available from https://www.ptsd.va.gov/

URL: https://www.ptsd.va.gov/professional/assessment/adult-sr/ptsd-checklist.asp

Note: This is a fillable form. You may complete it electronically.

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PCL-5

Instructions: Below is a list of problems that people sometimes have in response to a very stressful experience. Keeping your worst event in mind, please read each problem carefully and then select one of the numbers to the right to indicate how much you have been bothered by that problem in the past month.

Your worst event: _____

In the past month, how much were you bothered by:	Not at all	A little bit	Moderately	Quite a bit	Extremely
1. Repeated, disturbing, and unwanted memories of the stressful experience?	0	1	2	3	4
2. Repeated, disturbing dreams of the stressful experience?	0	1	2	3	4
3. Suddenly feeling or acting as if the stressful experience were actually happening again (as if you were actually back there reliving it)?	0	1	2	3	4
4. Feeling very upset when something reminded you of the stressful experience?	0	1	2	3	4
5. Having strong physical reactions when something reminded you of the stressful experience (for example, heart pounding, trouble breathing, sweating)?	0	1	2	3	4
6. Avoiding memories, thoughts, or feelings related to the stressful experience?	0	1	2	3	4
7. Avoiding external reminders of the stressful experience (for example, people, places, conversations, activities, objects, or situations)?	0	1	2	3	4
8. Trouble remembering important parts of the stressful experience?	0	1	2	3	4
9. Having strong negative beliefs about yourself, other people, or the world (for example, having thoughts such as: I am bad, there is something seriously wrong with me, no one can be trusted, the world is completely dangerous)?	0	1	2	3	4
10. Blaming yourself or someone else for the stressful experience or what happened after it?	0	1	2	3	4
11. Having strong negative feelings such as fear, horror, anger, guilt, or shame?	0	1	2	3	4
12. Loss of interest in activities that you used to enjoy?	0	1	2	3	4
13. Feeling distant or cut off from other people?	0	1	2	3	4
14. Trouble experiencing positive feelings (for example, being unable to feel happiness or have loving feelings for people close to you)?	0	1	2	3	4
15. Irritable behavior, angry outbursts, or acting aggressively?	0	1	2	3	4
16. Taking too many risks or doing things that could cause you harm?	0	1	2	3	4
17. Being "superalert" or watchful or on guard?	0	1	2	3	4
18. Feeling jumpy or easily startled?	0	1	2	3	4
19. Having difficulty concentrating?	0	1	2	3	4
20. Trouble falling or staying asleep?	0	1	2	3	4

PCL-5 PTSD Assessment Interpretation

Clinical Scoring Analysis

Your PCL-5 Score: 76 out of 80 possible points

- 16 questions scored at maximum (4 - "Extremely"): 64 points
- 4 questions scored at (3 - "Quite a bit"): 12 points
- **Total: 76/80 (95th percentile severity)**

Clinical Significance

PCL-5 Diagnostic Thresholds:

- Score ⩾31-33: Probable PTSD diagnosis
- Score 31-45: Moderate PTSD
- Score 46-59: Moderate-to-Severe PTSD
- Score ⩾60: **Severe PTSD**

Your score of 76 places you in the extreme/severe range - within the top 5% of severity even among diagnosed PTSD populations. This level is typically seen in:

- Combat veterans with severe, treatment-resistant PTSD
- Survivors of prolonged torture or captivity
- Victims of extended domestic violence with isolation

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

Gmail **C&M McNeil <mcneilandpoyer@gmail.com>**

Fwd: Follow-Up: Scheulde for Tomorrow

C&M McNeil <mcneilandpoyer@gmail.com> Thu, Jul 17, 2025 at 8:18 PM
To: C&M McNeil <mcneilandpoyer@gmail.com>

---------- 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 L

Witness Tampering & Obstruction (S.C. Code § 16-9-340)

Overview: AppFolio Emails (Jan 9 & Jan 12, 2026) proving Meridian actively instructed third parties to withhold evidence that was simultaneously being sought by the LLR regulatory investigation.

Exhibit L1 - AppFolio Email (January 9, 2026) - "We received notice from our customer [Meridian] that they intend to object... we will not be providing any documents"

From: Kristin Williams
To: chris thaut.io; mcneilandpoyer@gmail.com
Subject: Subpoena: McNeil and Poyer v. Meridian Residential Group, LLC - Civil Action No. 2025-CP-10-05095
Date: Friday, January 9, 2026 7:48:12 PM

Hello,

We are writing to confirm receipt of the subpoena in the aforementioned matter.

Please be advised that we have received notice from our customer that they intend to object to this subpoena, if they have not already done so. Therefore, we will not be providing any responsive documents until otherwise notified.

Thank you,



Kristin Williams
Paralegal, Legal & Compliance
kristin.williams@appfolio.com



Exhibit L2 - AppFolio Email of January 12, 2026

From:	Kristin Williams
To:	chris thaut.io
Cc:	Take Legal In
Subject:	Re: URGENT: Subpoena Compliance Inquiry + Evidence Preservation — McNeil v. Meridian (Case No. 2025-CP-10-05095)
Date:	Monday, January 12, 2026 6:09:01 PM

- *privacy@appfolio.com*, *support@appfolio.com*

Dear Mr. McNeil and Ms. Poyer,

I am writing to acknowledge receipt of your email of January 11, 2026, regarding the subpoena *McNeil & Poyer v. Meridian Residential Group, LLC*.

AppFolio's position remains that production of documents is currently stayed because we have received formal notice from our customer, Meridian Residential Group, LLC, that they have filed an objection and/or Motion to Quash the third-party subpoena. We will await resolution of our customer's objection or a court order directing compliance before releasing their associated records.

Please be advised that AppFolio has implemented a comprehensive legal hold and all potentially responsive documents, as described in the October 1, 2025 notice and the December 23, 2025 Subpoena Duces Tecum, are being preserved.

Regards,

Kristin Williams
Paralegal, Legal & Compliance

kristin.williams@appfolio.com

On Sun, Jan 11, 2026 at 2:04 PM chris thaut.io <chris@thaut.io> wrote:

> Dear Ms. Williams and AppFolio Legal Team,
>
> Thank you for your January 10, 2026 response confirming receipt of our subpoena in **McNeil & Poyer v. Meridian Residential Group, LLC, Case No. 2025-CP-10-05095** (Charleston County Common Pleas Court).
>
> **We write to respectfully request clarification** regarding AppFolio's position and to address several urgent legal issues raised by your response.

EXHIBIT M

Corporate Shielding, Agency Admission & Coordinated Cover-Up

Overview: This exhibit contains two documents that demonstrate how the subjects and their agents actively manipulate corporate structures and legal proceedings to shield individual actors from accountability, establish agency, and then coordinate cover-ups when exposed.

M1 - Attempted Interference with Statutory Registered Agent

Document: Email from Alicia Bolyard (Counsel for Meridian/Tara & Adam Bayles individually) dated October 16, 2025.

The Action: In this email, Attorney Bolyard improperly instructs the complainant to "not contact Mr. Bayles directly anymore," despite Adam Bayles being the statutorily designated Registered Agent for a separate, unrepresented entity (MRG Investing Company, LLC).

Investigative Significance: Under S.C. Code § 33-44-111, a Registered Agent is the explicit, legal point of contact for an LLC. This email demonstrates a continuation of the baseline gaslighting established in Exhibit G (where Tara Bayles falsely claimed Adam was just "maintenance"). The subjects and their proxies systematically attempt to block lawful, statutory communication to shield Adam Bayles, the Co-Owner/Registered Agent, from direct accountability in the ongoing pattern of harassment and evasion.

EXHIBIT M (1) : BOLYARD OF RESNICK & LOUIS OCTOBER 16, 2025 EMAIL

- Improper attempt to block contact with registered agent
- Includes Plaintiff McNeil's response

chris thaut.io

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

Ms. Bolyard,

Thank you for your response. Several matters require clarification:

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

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

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

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

2. **Professional Courtesy Matters:**

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

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

Respectfully,

Chris McNeil

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

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

cc: All parties copied on original correspondence

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

Mr. McNeil,

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

Kindest regards,

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



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www.rlattorneys.com

This message is confidential and may contain privileged information. Only the intended recipient is authorized to read or utilize the information contained in this e-mail. If you receive this message in error, please discard the message and advise the sender by reply e-mail or by phone.

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

Mr. Bayles,

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

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

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

If not, service will proceed by other authorized means.

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

Respectfully,

Chris McNeil

James C. McNeil & Meaghan Poyer
Plaintiffs Pro Se
PO Box 30386
Charleston, SC 29417
Email: chris@thaut.io; mcneilandpoyer@gmail.com
Telephone: (843) 818-3495

CC (Courtesy Copy Only - Not for Service): Alicia Bolyard, Esq., counsel for Meridian Residential Group LLC and Tara & Adam Bayles (individual)

EXHIBIT M(2) : MERIDIAN ANSWER AND CROSSCLAIM (OCTOBER 9, 2025)

- paragraphs 115 and 125 establishing indemnity claim
- Meridian's Answer/Crossclaim (Oct 9) admitting agency (SAC 181 primary fault/Indemnity), which they later dropped when it became legally inconvenient, proving coordinated evasion.

ELECTRONICALLY FILED - 2025 Oct 09 6:00 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1005095

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

ELECTRONICALLY FILED - 2025 Oct 09 6:00 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1005095

(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

ELECTRONICALLY FILED - 2025 Oct 09 6:00 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1005095

M2 - Proof of Agency & Subsequent Cover-Up

Document: Meridian Residential Group's Official Answer and Crossclaim (Filed October 9, 2025), specifically Paragraphs 115, 116, and 125.

The Admission of Agency: In this court filing, Meridian officially admits they are the authorized agents acting on behalf of the property owner, SAC 181, LLC. They state on the record:

- *Paragraph 116:* "Meridian was authorized to lease and manage on behalf of SAC, the owner of the subject property."
- *Paragraph 125:* Meridian claims that any liability or damages caused to the tenants were "solely and proximately caused by the active or primary fault of Defendant SAC ."

Investigative Significance: In criminal investigations involving multiple corporate entities, subjects often attempt to evade accountability by pointing fingers ("The property manager did it" vs. "The owner told me to do it").

1. **The Unified Enterprise:** This document proves that Meridian (Tara Bayles) and the property owner (SAC 181 / Charles Altman) are inextricably linked. The harassment, retaliatory eviction, and postal forgery were executed within this authorized principal-agent relationship.
2. **Consciousness of Guilt:** On January 15, 2026—the very day after the complainant submitted evidence exposing the coordinated obstruction between Meridian and SAC 181's attorneys—Meridian abruptly dropped this claim against SAC 181. This sudden, coordinated reversal proves the subjects are not acting independently, but are actively conspiring to cover up their shared regulatory and criminal exposure.

EXHIBIT M(2) : MERIDIAN ANSWER AND CROSSCLAIM (OCTOBER 9, 2025)

- paragraphs 115 and 125 establishing indemnity claim
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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

ELECTRONICALLY FILED - 2025 Oct 09 6:00 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1005095

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; 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

Gmail C□□ □□Neil □m□neilan□poyer□ □mail.□om□

□e: □es□he□ule□ □nit Inspe□tion

1 message

□eri□ian □ana□er □manager□ meridianres.net□ Thu, Apr 3, 2025 at 10:28 AM
To: C□M McNeil □mcneilandpoyer□ gmail.com□, Stephanie Phillips
□0a1c396d7ce207c37629b93fb52215528e9a9fe4ffb86bc0dddbe7b2b655994b□ meridianresgrp.mailer.appfolio.us□
Cc: □chris□ thaut.io□□chris□ thaut.io□, Maintenance Director □maintenance□ meridianres.net□

Good morning,

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

□ e are chec□ing the fire alarms, fire e□tinguisher, and other general maintenance. This will be a quic□ inspection, and it should ta□e less than 15 minutes to complete. Than□you for your cooperation□

Sincerely,

--

Stephanie Phillips

Assistant Property Manager

8310 Rivers Ave. Suite B,

North Charleston, SC 29406

(843)-996-4987

meri□ianresi□ential□roup.□om

□rom: C□M McNeil □mcneilandpoyer□ gmail.com□
□ate: □ ednesday, April 2, 2025 at 6:44 PM
To: Stephanie Phillips □0a1c396d7ce207c37629b93fb52215528e9a9fe4ffb86bc0dddbe7b2b655994b□ meridianresgrp.mailer.appfolio.us□

C□: chris□ thaut.io □chris□ thaut.io□, Maintenance Director □maintenance□ meridianres.net□, Meridian Manager □manager□ meridianres.net□
Su□□e□t: Re: Rescheduled □nit Inspection

Good evening,

Could we reschedule this inspection at a day/time that my husband/I can ma□e wor□ arrangements ahead of time□

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

Also, can you also let us □now what this inspection entails□

Than□you.

Meaghan Poyer □ Chris McNeil

□n □ ed, Apr 2, 2025 at 4:01 PM Stephanie Phillips □communications□ meridianresgrp.mailer.appfolio.us□ wrote:

> Good afternoon Residents,
>
> □nit inspections are scheduled for tomorrow.
>
> If you have pets, we as□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.
>
> Than□you for your cooperation□Please let us □now if you have any questions.
>
> Sincerely,
>
> Meridian Residential Group
> 8310 Rivers Ave. Suite B
> North Charleston, SC 29406

Phone: 843-996-4987 Image removed by sender.

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
meri□ianresi□ential□roup.□om

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
meri□ianresi□ential□roup.□om

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@merdianres.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/

---------- 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@merdidianres.net <manager@merdidianres.net>
Cc: Asst. Manager <assistant@meridianres.net>

Resending as I got a bounce back due to a typo in manager@merdianres.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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Stephanie Phillips
Meridian Residential Group



843-996-4987
8310 Rivers Ave.
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 □ayles
C□□ / PMIC
8310 Rivers Ave. Suite B,



North Charleston, SC 29406
meri□ianresi□ential□roup.□om





Book time to meet with me

From: chris thaut.io <chris@thaut.io>
Sent: Monday, July 14, 2025 4:34 PM
To: Stephanie Phillips <99625cd817387ddbf9209f0c608c9a78c32be7b287e64660607abadb2e0a98bd@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. *(Ex. N.)*
7/14/2025 8:28:08 AM	Matterport shoot scheduling *(Ex. C1-4.)*
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 230 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.
--
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

EXHIBIT P

The Catalyst for Obstruction (LLR PMIC Investigation)

Overview: This exhibit establishes the active regulatory threat against the primary subject, Tara Bayles, which serves as the primary motive for the subsequent pattern of witness tampering, harassment (DARVO), and coordinated legal gaslighting by the subjects and their agents.

P1 - LLR Complaint Against PMIC License (Sept 23, 2025)

Document: Formal complaint submitted to the South Carolina Department of Labor, Licensing and Regulation (LLR) against Tara Bayles' Property Manager-In-Charge (PMIC) License (#83633).

The Action: The complaint formally flags Tara Bayles for systemic violations of S.C. Code § 40-57-710, specifically detailing the retaliatory eviction, the mass unauthorized publication of private images, and the dishonest dealing regarding the falsified EMAILED postmark stamp (Forgery).

Investigative Significance: This document establishes that the subjects were put on official notice that their deceptive practices were being escalated to state regulators. The threat to Tara Bayles' professional license—which underpins the entire Meridian corporate operation—provides the compelling motive for the subjects to engage in extreme obstruction and cover-up tactics rather than participate in normal legal discovery.

Reported Tara Bayles September 23, 2025 at Tuesday September 23 - reported Tara for PMIC violations to SC Labor Licensing Registration at

https://eservice.llr.sc.gov/Complaints/POL/POLProcessBoardInfo/3251632/REAL-ESTATE/19/REL.83633%20%20PIC/NORTH%20CHARLESTON

with below info entered into the webform:

PMIC Tara Bayles (License #83633) systematically violated SC Real Estate Law through fraudulent documentation, misrepresentation, retaliatory conduct, and privacy violations. Violations under S.C. Code § 40-57-710 include:

(1) Dishonest dealing - providing falsified postal evidence with internal "EMAILED" stamp as USPS postmark to avoid S.C. Code § 27-40-410 security deposit requirements;

(2) Misrepresentation - systematic false claims about tenant rights under § 27-40-530, lease validity, and legal processes;

(3) Failure to account - unlawful retention of security deposits beyond statutory period without proper itemization;

(4) Conduct endangering public - retaliatory Notice to Vacate following tenant safety requests, violating § 27-40-910;

(5) Bad faith - unauthorized commercial exploitation of tenant images across multiple platforms without consent, continuing despite safety risks.

Pattern evidence from 2018-2025 shows systematic misconduct affecting multiple tenants. As 13-year licensed PMIC, Bayles cannot claim ignorance of professional duties.

Edited Version entered after possible form timeout

Tara Bayles, acting as PMIC for Meridian, engaged in misconduct violating SC landlord-tenant and licensing law. She failed to return our deposit within 30 days as required by S.C. Code § 27-40-410, then submitted falsified "postmark" evidence. She issued a retaliatory Notice to Vacate days after we raised safety concerns, a violation of tenant protections. She authorized deceptive image use, exposing us publicly without consent, creating safety risks. This conduct reflects systemic disregard for tenant rights and constitutes grounds for discipline under S.C. Code § 40-57-710.

P2 - LLR Investigator Assignment & Deadline (Oct 2, 2025)

Document: Official Acknowledgment Letter from LLR Lead Investigator J. Watson Wharton III, assigning the case to Investigator Kasey Williams (File #2025-566).

The Action: This letter confirms an active state investigation into Tara Bayles and establishes a statutory 150-day deadline for the investigation to conclude: **February 20, 2026.**

Investigative Significance (The "Ticking Clock"): This document proves the existence of a hard regulatory deadline. Knowing that LLR investigators had until February 20, 2026, to finalize their findings, the subjects and their legal proxies orchestrated a cluster of obstruction tactics specifically timed to run out this clock.

This active state investigation directly explains:

1. **Witness Tampering (Exhibit L):** Why Meridian formally instructed third-party software vendors (AppFolio) not to comply with subpoenas in January 2026.
2. **Coordinated Minimization (Table A):** Why defense attorneys for supposedly opposing parties adopted identical false narratives, repeatedly characterizing an 8-count fraud and privacy case as a "simple deposit dispute" to minimize the scope of the case before the LLR investigator could review the full evidence.
3. **Escalated Harassment (Exhibit H):** Why defense counsel resorted to DARVO tactics against the complainant in late January 2026, desperately trying to reframe the victim as a "threat" just weeks before the LLR deadline.

South Carolina
Department of Labor, Licensing and Regulation

Division of Legal Services and Enforcement
Office of Investigations and Enforcement

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Henry D. McMaster
Governor

Emily H. Farr
Director

October 2, 2025

Chris McNeil
PO Box 30386
Charleston, SC 29417

Re: Real Estate Commission
File #: 2025-566 - TARA D BAYLES

Dear Chris McNeil:

Thank you for contacting the SC Department of Labor, Licensing and Regulation. We are writing to provide you with an update regarding the complaint you filed against TARA D BAYLES. Upon completion of the Complaint Analyst's review, the complaint was forwarded to the Office of Investigations and Enforcement. Kasey Williams has been assigned to investigate the complaint. Every complaint the Agency receives is important to us and the Agency makes every effort to investigate them as efficiently as possible. As a general rule, complaints are investigated in order of receipt, but the time it takes to complete an investigation can vary depending on a number of factors. These may include the complexity of the complaint, incomplete or missing information and the time it takes to receive that information, the number of complaints under investigation, the number of witness interviews, and whether expert review is required, among other factors. An initial review of the complaint against TARA D BAYLES indicates the following:

☒ Additional information is needed to proceed with the investigation:

- ☐ The name and contact information of any witnesses to the allegations referenced in your complaint.
- ☐ The full name of the license holder against whom you wish to complain.
- ☐ A copy of any contract, agreement, proposal, quote, invoice, or report linking the license holder to the service offered/job performed.
- ☐ A copy of the building permit ***application*** (not the permit itself) linking the license holder to the job. This document is available from your local building official's office or may have been provided at closing.
- ☐ A list of specific items needing correction.
- ☐ Copies of any judgments or liens.
- ☐ Affidavit of Complainant, attached.

☒ Copies of any of the emails, texts, letters, or other information that documents your contact with the license holder.

☐ A completed, revised complaint form

☒ Additional information not listed above: **A written statement addressing the facts of the case. A copy of the Eviction Notice.**

Or:

☐ No further documentation is required at this time.

If additional information is requested above, we ask that you forward it by e-mail to Complaints@llr.sc.gov or Wattie.Wharton@llr.sc.gov within 15 calendar days of receipt of this letter. If you are unable to provide the information in that timeframe, please contact us within the 15 day period. If we do not receive a response during that time, the case will be closed. Once you have obtained the necessary information, you may refile your complaint with the Agency.

The investigator assigned to your case will call you on the number appearing on the complaint form to make contact with you. However, the complaint that you submitted along with any follow-up evidence you send or the investigator obtains will form the basis of your case. We make every effort to contact you within (30) days of this letter; however, if you do not hear from the investigator within that timeframe and you wish to discuss the case, please contact me.

The scope of the Agency's investigative authority is limited to the licensing laws that apply to a particular licensing area. The Agency does not have the authority to intercede in contractual matters, require a license holder to refund monies, or perform a particular act regarding the matters alleged in the complaint. If you have a dispute with the license holder that is beyond the jurisdiction of the Agency, you may wish to contact an attorney to discuss other potential remedies.

It is important to understand that the parties in the case are the State of South Carolina and the license holder; however, you may be contacted as a witness. In most cases, information regarding the investigation and resolution of the matter is confidential and state law limits our ability to share that information. Therefore, the investigator may not be able to provide updates on the case or details related to this case for that reason.

Thank you for your patience during the investigative process and for your efforts to help LLR and the Boards and Commissions ensure that South Carolina's professionals are complying with the law.

Sincerely,

J. Watson Wharton, III

J. Watson Wharton, III
Lead Investigator
Office of Investigations and Enforcement

EXHIBIT Q

Coordinated Institutional Gaslighting & Unified Enterprise

Document: Table of Evidence of False Narrative Coordination (Tracking Court Filings from Oct 2025 to Jan 2026).

The Action (What the Evidence Shows): This table tracks the chronological court filings of two supposedly adverse defense camps: SAC 181 (represented by Phelps Dunbar) and Meridian/Tara Bayles (represented by Resnick & Louis). Despite Meridian filing a crossclaim blaming SAC 181 for the damages, the attorneys for both sides continuously, synchronously, and identically characterized an 8-count lawsuit involving retaliatory eviction, forgery, and mass privacy violations as a "single, simple claim regarding whether Plaintiffs' security deposit was timely returned."

Investigative Significance (The Criminal Elements):

1. **Proof of the Unified Enterprise:** Under federal legal standards (*Elec. Data Sys. Corp. v. Steingraber*), when supposedly adverse parties independently adopt identical litigation positions, it suggests a common interest and unified enterprise. The synchronous motions to quash (filed Jan 8 and Jan 12) using identical "deposit dispute" characterizations prove both defendants are coordinating to defend the exact same paramount interest: preventing discovery that would expose Tara Bayles to the LLR PMIC investigation.
2. **Institutional Betrayal & Harassment:** This table proves that the psychological harm inflicted on the complainant was not caused by a single rogue agent, but by a coordinated system. By formally entering these false narratives into the court record, legal agents deliberately attempted to erase the reality of the victim's forced displacement and privacy violations. As established in psychological literature on "Institutional Betrayal," forcing a victim to continuously fight an institution to prove their traumatic reality actively exacerbates PTSD and constitutes a severe form of psychological harassment (S.C. Code § 16-3-1700).
3. **Obstruction Motive:** The minimization strategy tracked in this table directly corresponds with the February 20, 2026, LLR investigation deadline established in **Exhibit P**. The false narratives were utilized to justify blocking third-party subpoenas that would have yielded evidence for the state regulators.

EXHIBIT Q TABLE OF EVIDENCE OF FALSE NARRATIVE COORDINATION

Defendant/Camp	Document	Filing Date	Statement/Narrative	Pinpoint Cites
SAC 181 LLC (Kevin O'Brien, Justine Tate, Phelps Dunbar)	Partial Motion to Dismiss (MTD)	10/29/25	[Entire motion frames case as simple contract dispute over security deposit timing, not mentioning fraud, privacy, retaliatory eviction, veil-piercing, or probate violations]	SAC-181-Partial-MTD-10-29-25.pdf
SAC 181 LLC (Phelps Dunbar)	Motion for Protective Order / Stay of Discovery	11/07/25	"if SAC 181's Partial Motion to Dismiss is granted, it would leave only a single, simple claim regarding whether Plaintiffs security deposit was timely returned. The scope of discovery on same would be extremely limited."	2025.11.07-Motion-for-PO-Stay.pdf, p. 3-4
SAC 181 LLC (Phelps Dunbar)	Memo in Response to Motion to Compel Discovery	11/19/25	"Plaintiffs' Amended Complaint seemingly attempts to assert other claims or causes of action." [Followed by minimization to 'security deposit timing' dispute only]	2025.11.19-Defendant-SAC-181-s-Memo-In-Response.pdf, Factual Background
SAC 181 LLC (Phelps Dunbar)	Motion to Quash Synovus Subpoena	01/12/26	"The instant action is a landlord-tenant dispute involving the rental of the Property and the return of the related security deposit to the Plaintiffs …"	2026.01.12-Defendant-SAC-181-LLC-MTQ.pdf
Meridian Residential Group LLC / Bolyard	Answer to Amended Complaint	10/29/25	[While crossclaiming against SAC 181, emphasizes that	Meridian-Answer-with-

Defendant/Camp	Document	Filing Date	Statement/Narrative	Pinpoint Cites
	with Crossclaims		Meridian's liability is 'only secondary or passive' – attempting to distance Meridian from operational details and focus on SAC 181 as 'primary' liable entity]	Crossclaims.pdf, ¶¶111-125
Meridian / Bolyard	Motion to Quash Subpoenas (3rd-Party)	01/08/26	"This matter involves a straightforward landlord-tenant contract dispute over security deposit return timing. Broad third-party discovery seeking non-party records is not proportional to this limited dispute."	2025-01-089-Motion-to-Quash-3rd-Party-Subpoenas-Bolyard.pdf

Legal Significance:

Under *Elec. Data Sys. Corp. v. Steingraber*, 403 F.3d 1010 (8th Cir. 2005), independent adoption of identical litigation positions by supposedly adverse parties suggests common interest and unified enterprise. The synchronous quash motions (01/08 and 01/12) using identical "deposit dispute" characterization, despite Meridian's cross-claim against SAC 181, suggests both defendants are defending the same paramount interest: preventing discovery that would threaten Tara Bayles' PMIC license, which is under investigation by the LLR.

(Rule 408 Protected): Tate Settlement Communication (December 1, 2025) - "… the only cause of action that SAC sees as potentially viable is the claim regarding the return of the security deposit" [Remainder redacted; cited solely for obstruction exception]

This excerpt is offered **solely** to demonstrate SAC 181's own case-scope framing in evaluating proportional discovery, not to prove liability or the amount of any claim.