STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT C/A NO.: 2025-CP-10-05095
James C. (Chris) McNeil and Meaghan Poyer, Plaintiffs, Vs. SAC 181, LLC, Meridian Residential Group, LLC, Adam W. Bayles, Individually, Tara Bayles, Individually, and MRG Investing Company, LLC Defendants.	**ORDER**

This matter came before the Court on May 28, 2026, for hearings on over thirty pending motions of the respective parties and non-parties.

Plaintiffs James C. ("Chris") McNeil and Meaghan Poyer were both present, *pro se*. The appearances of counsel for the respective defendants and interested non-parties were as follows: Kevin Michael O'Brien on behalf of SAC 181, LLC; Alicia Noel Bolyard and Christopher Manning on behalf of Meridian Residential Group, LLC, Adam W. Bayles, individually, and Tara Bayles, individually; Jeffrey William Kuykendall on behalf of MRG Investing Company, LLC; Holly Palmer Beeson on behalf of the S.C. Department of Labor Licensing and Regulation; and Graham Smith Mitchell on behalf of Pinnacle Bank d/b/a Synovus Bank, as successor by merger with Synovus Bank.

For the reasons addressed fully and specifically herein, the ultimate disposition of this matter is that same shall be **DISMISSED FULLY, IN ITS ENTIRETY, WITH PREJUDICE.**

BACKGROUND

This litigation arises from a residential landlord/tenant relationship. The Plaintiffs leased residential property at 181 Gordon Street in Charleston, South Carolina that is owned by Defendant SAC 181 LLC and managed by Defendant Meridian Residential Group, LLC.

The landlord/tenant relationship began in approximately 2020. There was initially a written lease agreement that expired prior to 2025. At all times relevant to this lawsuit, the Plaintiffs were tenants on a month-to-month basis. On April 1, 2025, the Plaintiffs were provided renewal notice that was to expire on April 30, 2025, if not accepted. On May 23, 2025, the Plaintiffs acknowledged the lease renewal offer and raised inquiry as to professional cleaning of AC/Heating ducts, checking insulation for asbestos, and repairs of repairs of windows, screens, and blinds. On May 29, 2025, Plaintiffs were sent a Notice to Vacate, terminating the tenancy as of July 31, 2025. The Plaintiffs voluntarily vacated the residence on or about August 1, 2025.

Plaintiffs' Summons and Complaint was filed on September 9, 2025. The initial Complaint asserted causes of action against SAC 181, LLC and Meridian Residential Group, LLC for: 1) Violation of S.C. Code Ann. § 27-40-410 (Failure to Return Security Deposit), 2) Fraudulent Misrepresentation, 3) Breach of Contract, 4) Retaliatory Conduct, 5) Negligence and Breach of Duty to Provide Safe and Habitable Premises, and 6) Alter Ego/Piercing Corporate Veil. The Plaintiffs Amended Complaint was filed on September 15, 2025.

The respective Defendants filed timely responsive pleadings. This litigation has included voluminous motions, notices, responses, supporting memoranda and other documents filed by the parties. Attached to this Order as **Exhibit A** is numbered list of relevant filings as to the matters before this court that includes the filing party, nature and date of the filing. For the sake of clarity, this Order will refer to motions heard and ruled upon in this Order by number as identified on **Exhibit A**.

(Exhibit A, Motions 1, 3, 4, 5, 36, 38, 41, 44, 65)

At the hearing, Plaintiffs advised that their (1) Motion to Disqualify Counsel, (3) Emergency Motion for Redaction of Personal Identifiers, (4) Motion to Compel Insurance Disclosures and Sanctions, (5) Motion for Expedited Hearing on Motion to Disqualify had all been resolved or otherwise rendered moot. Accordingly, these motions are DISMISSED and/or DENIED.

The Court has considered Plaintiffs' Motion for Emergency Protective Relief (36), Supplemental Motion for ADA Accommodations (38), and Emergency Motion for Continuance of May 28, 2026, Hearing (65). The Plaintiffs filings as to these three motions contain 152 pages of documents.

These motions arise from Mr. McNeil's assertions that he is entitled various forms of accommodation, continuances or other relief requested primarily pursuant to the Americans with Disabilities Act. The hearings held May 28, 2026, lasted approximately five hours during which time Mr. McNeil made extensive arguments. This Court did not observe that Mr. McNeil appeared to suffer from any visible impairment of mobility, communication or other skills.

Following the hearing, this Court reviewed and considered the Plaintiffs' extensive filings associated with these motions. The documents contain a litany of complaints and assertions as to matters unrelated to the issue of disability. In focusing on allegations or evidence relevant to accommodation pursuant to the ADA, Mr. McNeil reports that he "has attempted to document the impact of this pattern using validated self-report tools, including the PTSD Checklist for DSM-5 (PCL-5), on which he scored 76 out of 80 (severe range), and a structured gaslighting-severity instrument scoring 79 out of 80, reflecting an extreme level of coordinated psychological harm." (Plaintiff Supplemental Motion for ADA Accommodations filed 1/30/2026, p. 4, PP. 5). Even if a "self-test" would be appropriate to consider, there is no clear description of or documentation of such test or its results. Mr. McNeil alleges that he suffers from "Litigation Induced PTSD." No affidavit, record or documentation of any medical provider or professional reflects that Mr. McNeil is diagnosed with physical or mental impairment that would qualify for accommodation under the ADA. I find no evidence that Mr. McNeil has an ADA disability. Plaintiffs Motion for Emergency Protective Relief (36); Supplemental Motion for ADA Accommodations (38), and Emergency Motion for Continuance of May 28, 2026, Hearing (65) are therefore DENIED.

Plaintiffs filed a "Case Clarity Brief and Omnibus Request for Relief following February 9, 2026, Status Conference" (41) on February 24, 2026. This document restates matters contained in other motions filed by Plaintiffs that have or will be ruled upon in this Order. Accordingly, to the extent this filing may be considered a Motion, any relief sought by Plaintiffs in this filing is hereby DENIED.

Plaintiffs' Motion to File exhibits A-1, A2 & A-3 Under Seal (44) is shown as having been filed March 20, 2026. No document appears in connection with the filing, and no reference was made to such request during the hearing. In the interest of disposing of all pending motions, this Motion is DENIED.

(Exhibit A, Motions 11, 13, 15, 17, 19)

The above-referenced motions relate to discovery, sanctions, and/or administrative matters. On or about October 3, 2025, Plaintiffs allege service of Requests for Production and Interrogatories on SAC 181, LLC. On November 7, 2025, Defendant SAC 181 LLC filed a Motion for Protective Order Including a Stay of Discovery (11) as to these requests. On November 10, 2025, Plaintiffs filed a Motion to Compel and Sanctions (13) based on failure to respond to Requests for Production and Interrogatories by SAC 181 LLC. In response, SAC 181 LLC filed a Motion for Sanctions (15) on November 19, 2025. On November 20, 2025, Plaintiffs filed a Motion for Protective and Conditions and Response to Defense Request for Continuance (17). On November 26, 2025, Plaintiffs filed a Response and Cross Motion for Sanctions and Memorandum in Opposition to Defendant SAC 181's Motion for Sanctions (19).

This Court has reviewed the filings associated with the motions described above. The motions all arise from disputes regarding response by SAC 181, LLC to Interrogatories and Requests for Production of Plaintiffs. These motions can be decided upon a determination of sufficiency of service of Plaintiffs' Interrogatories and Requests for Production upon SAC 181 LLC. This Court finds Plaintiffs did not effectively serve Interrogatories and Request for Production on SAC 181 LLC.

Attorney Eric Pettis accepted service of the initial pleadings on behalf of one or more defendants but did not file or enter an appearance on behalf of any defendant. Plaintiffs contend that the Interrogatories and Requests for Production were served upon SAC 181 LLC by email to Mr. Pettis on October 3, 2025. Counsel for SAC 181 LLC entered his appearance on or about October 15, 2025. Counsel for SAC 181 LLC consistently denied the sufficiency of service of Plaintiffs Interrogatories and Requests for Production and offered to accept service of these Interrogatories and Requests for Production on November 3, 2025. Plaintiffs declined this simple offer to cure the defective service, and this litany of motions, cross-motions and requests for sanctions followed.

Order 2022-05-06-04 of the South Carolina Supreme Court is entitled Service by E-Mail in the Trial Courts and provides, in relevant part:

> **d) E-Mail Service By and On Self-Represented Litigants.** A self-represented litigant who is not a lawyer admitted to practice in this state may consent in writing to be served by e-mail and designate a correct e-mail address for service. A lawyer may consent in writing to accept service by e-mail from a self-represented litigant.

The Plaintiffs are self-represented litigants. After reviewing the entire available record of documents filed in these proceedings, this Court finds no evidence that Mr. Pettis consented to acceptance of service by e-mail from Plaintiffs. In the absence of such written consent, service and filing of pleadings is solely governed by Rule 5 of the South Carolina Rules of Civil Procedure. There is no evidence of effective service of Plaintiffs discovery requests on SAC 181 LLC pursuant to Rule 5.

This Court finds and concludes that SAC 181 LLC was not, and has not been, properly served with Interrogatories or Requests for Production by Plaintiffs. Accordingly, Defendant SAC 181's Motion for Protective Order Including a Stay of Discovery (11) is GRANTED; Plaintiffs' Motion to Compel and Sanctions (13) is DENIED; SAC 181 LLC's Motion for Sanctions (15) is DENIED. Plaintiffs' Motion for Protective Order and Conditions and Response to Defense Request for Continuance (17) is DENIED; Plaintiffs' Response and Cross Motion for Sanctions (19) is DENIED.[1]

(Exhibit A, Motions 24, 25, 33, 34, 37, 39, 46)

The following motions involve disputes related to subpoenas the Plaintiffs have served on parties and or non-parties. The Plaintiffs' motions variously seek to enforce and sanction refusal to respond to subpoenas. Respective Defendants and non-party recipients of these subpoenas have responsive motions for protection or to quash the respective subpoenas.

[1] This Court will address all issues raised as to sanctions together in this Order but does find that these motions were all necessitated by actions of the Plaintiffs that a simple reading of the rule makes clear that Plaintiffs position is unequivocally without merit. The Defendant notified Plaintiffs of the deficiency and offered to accept service and correct the issue. Plaintiffs label Defendant's communication an "intimidation tactic" and ultimately filed their fifty-five page motion to compel and for sanctions pursuant to SCRCP 11.

On January 14, 2026, Plaintiffs filed copies of subpoenas purportedly served on SCLLR, Showmojo LLC, Synovus Bank[2], Appfolio Inc., and Matterport, Inc. The parties acknowledge that other subpoenas have been directed by Plaintiffs to other parties or non-parties. The subpoenas resulted in the following motions: Motion to Quash of Meridian Residential Group, LLC filed January 8, 2026 (24); Motion to Quash Subpeona & Incorporated Memo of Law of SAC 181 LLC filed January 12, 2026 (25); Motion for Protective Order in re: Deposition of SAC 181, LLC of SAC 181, LLC filed January 26, 2026 (33); Motion to Quash Subpeona & Memorandum of Law of SAC 181 LLC filed January 27, 2026 (34); Motion to Quash Subpeona of SCLLR filed January 28, 2026 (37); Motion in Joinder to Quash Deposition of Meridian Residential Group, LLC filed January 30, 2026 (39); Motion to Compel Compliance with Subpeona Duces Tecum of James C. McNeil filed April 22, 2026 (46).

All subpoenas issued by Plaintiffs are signed by Mr. McNeil and Ms. Poyer and filed with the Charleston County Clerk of Court. The filing makes the subpoenas easy to examine, and it is therefore easily determined that none of the subpoenas were ***issued*** by the Charleston County Clerk of Court.

Rule 45(a)(3) of the South Carolina Rules of Civil Procedure is dispositive. "The clerk shall issue a subpoena, signed but otherwise in blank, to a party requesting it, who shall complete it before service. An attorney as officer of the court may also issue and sign a subpoena on behalf of a court in which the attorney is authorized to practice." While an attorney may issue and sign subpoenas on behalf of the court, the rule does not grant such authority to non-attorneys or self-represented litigants. Plaintiffs' subpoenas are not issued or signed by the Charleston County Clerk

[2] Pinnacle Bank and Synovus Bank merged during the pendency of these proceedings as reflected in Notice of Joinder and Memorandum in Opposition to Plaintiffs' Motion to Compel filed by Pinnacle on May 21, 2026, and the proper designation of this entity at this time is Pinnacle Bank d/b/a Synovus Bank, as successor by merger with Synovus Bank.

of Court. The subpoenas do not comply with Rule 45(a)(3), SCRCP and are defective, invalid and unenforceable.

Accordingly, this Court finds and concludes that the Motion to Quash of Meridian Residential Group, LLC filed January 8, 2026 (24) is GRANTED; Motion to Quash Subpeona & Incorporated Memo of Law of SAC 181 LLC filed January 12, 2026 (25) is GRANTED; Motion for Protective Order in re: Deposition of SAC 181, LLC of SAC 181, LLC filed January 26, 2026 (33) is GRANTED; Motion to Quash Subpeona & Memorandum of Law of SAC 181 LLC filed January 27, 2026 is GRANTED (34); Motion to Quash Subpeona of SCLLR filed January 28, 2026 (37) is GRANTED; Motion in Joinder to Quash Deposition of Meridian Residential Group, LLC filed January 30, 2026 (39) is GRANTED; Motion to Compel Compliance with Subpeona Duces Tecum of James C. McNeil filed April 22, 2026 (46) is DENIED.[3]

(As to Exhibit A: 47 & 48)

The Plaintiffs filed a notice of Lis Pendens to property located at 181 Gordon Street owned by SAC 181 LLC on April 22, 2026. The Plaintiffs filed a notice of Lis Pendens to property located at 8310 Rivers Avenue, Unit B, North Charleston, South Carolina 29406 owned by Defendant MRG Investing Company LLC on April 22, 2026. Defendant SAC 181, LLC filed a Motion to Cancel Lis Pendens on April 29, 2026. Defendant MRG Investing Company LLC filed a Motion to Cancel Lis Pendens on May 14, 2026.

No cause of action of Plaintiffs affects title to property owned by any Defendant. No warrant of attachment has been issued. Plaintiffs Lis Pendens are not within the scope of S.C. Code

[3] Requests for Sanctions will be addressed separately. However, this Court finds that Plaintiffs actions and filings required parties and non-parties to respond to clearly defective subpoenas. Plaintiffs were on notice of the defect as early as January of 2026. Rather than attempt to correct deficiencies, the Plaintiffs sought to compel compliance with the invalid subpoenas. For example, on April 22, 2026, the Plaintiffs signed and filed a Motion to Compel Compliance with Subpeona and sought sanctions against Synovus.

Ann. § 15-11-10 (1976, as amended). The court determined and ruled that both Lis Pendens were invalid and should be cancelled in open court on May 28, 2026. This Order confirms in writing that, pursuant to S.C. Code Ann. §15-11-40 (1976, as amended), the Motion to Cancel Lis Pendens of Defendant SAC 181, LLC filed April 29, 2026 (47) is GRANTED and the Motion to Cancel Lis Pendens of MRG Investing Company LLC filed May 14, 2026 (48) is GRANTED. Accordingly, each of the Lis Pendens filed by Plaintiffs should be and are hereby cancelled.

While I will address sanctions hereafter, I take this opportunity to make findings specific to the Lis Pendens filed by Plaintiffs. I do not find there is any reasonable or good faith basis to support the Plaintiffs filing of a Lis Pendens. I find each Plaintiff signed each of the Lis Pendens filed on April 22, 2026. Each Lis Pendens contains the following language: "The action asserts claims directly affecting title to, possession of, and equitable interests in the following real property located in Charleston County, South Carolina, including claims for constructive trust, equitable lien on proceeds…" Plaintiffs' Complaint, Amended Complaint, nor proposed Second Amended Complaint contains an assertion of any claim directly affecting title to, possession of, or equitable interest in any real property. I find that a willful misrepresentation by the Plaintiffs in the filing of their Lis Pendens.

This is not insignificant. The effect of a lis pendens is to encumber real property. Here, real property has been encumbered based on filings that contain willful misrepresentations. Our Supreme Court has affirmed a jury verdict based upon abuse of process where a defendant willfully filed a lis pendens and lawsuit for specific performance with an ulterior purpose. <u>Broadmoor Apartments of Charleston v. Horwitz</u>, 306 S.C. 482, 413 S.E.2d 9 (1991). I find that the Plaintiffs, in filing these lis pendens, engaged in misrepresentation, acted frivolously, in bad faith, and in an abusive manner.

(Exhibit A, Motions 7, 8, 10)

This court addresses the following motions: Plaintiffs' Emergency Motion for Rule 11 Sanctions and to Strike Answer filed October 29, 2025 (7), Defendant SAC 181, LLC's Partial Motion to Dismiss Amended Complaint filed October 29, 2025 (8), MRG Investing, LLC's Notice of Motion and Motion to Dismiss filed November 4, 2025 (10).

Plaintiffs Emergency Motion for Rule 11 Sanctions and to Strike Answer filed October 29, 2025 (7)

Plaintiffs' motion seeks to strike an answer and cross-claim filed by Defendant MRG on October 9, 2025. The motion caption states the relief is requested pursuant to SCRCP "11(b)(3) and 12(f)." There is no SCRCP 11(b)(3). This Court has reviewed the Answer and Cross-claim and finds nothing that violates the provisions of SCRCP 8(b) that would form the basis for striking any portion of the pleading pursuant to SCRCP 12(f).

Plaintiffs' motion contains a lengthy and confusing array of allegations not relevant to the motion as well as citation to case law that is not accurate. Plaintiffs' Emergency Motion for Rule 11 Sanctions and to Strike Answer filed October 29, 2025 (7) is DENIED.

Defendant SAC 181, LLC's Partial Motion to Dismiss Amended Complaint filed October 29, 2025 (8); MRG Investing, LLC's Motion to Dismiss filed November 4, 2025 (10)

The Plaintiffs' Amended Complaint sets forth counts alleging the following causes of action:

I) Failure to Return Security Deposit in Violation of S.C. Code Ann. § 27-40-410,
II) Fraudulent Misrepresentation,
III) Breach of Contract,
IV) Retaliatory Conduct,
V) Negligence and Breach of Duty to Provide Safe and Habitable Premises, and
VI) Alter Ego/Piercing Corporate Veil

The Defendants moved or joined in respective Partial Motions to Dismiss Plaintiffs' causes of action for II) Fraudulent Misrepresentation, IV) Retaliatory Conduct, and V) Negligence and Breach of Duty to Provide Safe and Habitable Premises.

STANDARD

Under South Carolina Rule of Civil Procedure 12(b)(6), a party may move to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action. Spence v. Spence, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). In considering a motion to dismiss under Rule 12(b)(6), the court must base its ruling solely on the allegations set forth in the complaint. Doe v. Marion, 373 S.C. 390, 645 S.E.2d 245 (2007). Such a motion may not be sustained if the facts alleged and the inferences reasonably deducible therefrom would entitle the plaintiff to any relief on any theory of the case. Id. The question is whether, in the light most favorable to the plaintiff and with every doubt resolved in his behalf, the complaint states any valid claim for relief. Id.

As to the Defendants' Motions to Dismiss Causes of Action for II) Fraudulent Misrepresentation, IV) Retaliatory Conduct, and V) Negligence and Breach of Duty to Provide Safe and Habitable Premises, this Court considered allegations of the Amended Complaint and the inferences reasonably deducible therefrom, in the light most favorable to the plaintiffs and finds as follows:

II)Fraudulent Misrepresentation

A complaint alleging fraudulent misrepresentation is fatally defective if it fails to allege all nine elements of fraud. Inman v. Ken Hyatt Chrysler Plymouth, Inc.,294 S.C. 240, 363 S.E.2d 691 (1988). Rule 9(b) of the South Carolina Rules of Civil Procedure states that "[i]n all averments of fraud or mistake, the circumstances constituting fraud or mistake shall be stated with particularity."

Plaintiffs' Amended Complaint asserts that Defendants "knowingly and falsely represented this documentation as a valid postmark, intending that Plaintiffs would rely on it as evidence of statutory compliance" (See Pls. Amend. Compl. ¶ 40) and that this "directly related to Defendant's statutory obligations under S.C. Code Ann. §27-40-910" (See Id. at ¶ 43).

I do not find that the Plaintiffs allege a representation, fraudulent or otherwise, that meets the required elements of fraud under South Carolina law. Allegations of knowledge, falsity or intent to deceive are alleged in a presumptive or conclusory manner and are unsupported by any specific factual allegation. Moreover, Plaintiffs do not allege that they relied, justifiably or otherwise, on any representation made by any defendant. Plaintiffs also fail to state any cognizable damages arising from any alleged misrepresentation. Accordingly, the Plaintiffs' Cause of Action for Fraudulent Misrepresentation is DISMISSED for failure to state a cause of action.

IV) Retaliatory Conduct

South Carolina Code § 27-40-910 provides, in relevant part:

> a) Except as provided in this section, a landlord shall not retaliate by increasing rent to an amount in excess of fair-market value or decreasing essential services or by bringing an action for possession after:
> (1) the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety; or
> (2) the tenant has complained to the landlord of a violation of this chapter.

Plaintiffs' Amended Complaint asserts that "adverse action was taken in direct retaliation for Plaintiffs' lawful assertion of tenant rights under the South Carolina Residential Landlord and Tenant Act, in violation of S.C. Code Ann. § 27-40-910." (See Pls. Amend. Compl. ¶ 62). However, Plaintiffs' own allegations demonstrate that the decision and notice of non-renewal of lease occurred before, not after, any purported complaint. (See Pls. Amend. Compl. ¶¶ 59–61). Plaintiffs were presented with a lease renewal offer on or about April 1, 2026, with an expiration date of April 30, 2026. (See Pls. Amend. Compl. ¶59). Plaintiffs did not respond to this offer within the prescribed time and thus it expired, along with the lease. Plaintiffs, in their Amended Complaint, state that they did not make their "demands" until May 23, 2026, after expiration of the lease renewal options presented to them. (See Pls. Amend. Compl. ¶59). Plaintiffs' tenancy ended because they refused the previously offered renewal options. The statute prohibits actions taken after a protected complaint. However, Plaintiffs' pleadings confirm the lease ended prior to any issues they raised on May 23, 2026.

Plaintiffs claim for retaliatory conduct under S.C. Code Ann. § 27-40-910 fails as a matter of law. There is no allegation that the Defendant took any prohibited action (increasing rent to an amount in excess of fair-market value, decreasing essential services, or bringing an action for possession) after any complaint was made.

Plaintiffs' complaint further fails because they do not allege a complaint as any matter that constitutes a violation of Chapter 40. The issues Plaintiffs identify in Paragraph 59 are as follows: "Property safety improvements, including ensuring safe ventilation through operable windows and screens; Deferred maintenance items, including replacing broken blinds and repairing unsafe conditions; Previously discussed improvements such as fence installation options; Health and safety measures including cleaning HVAC ducts."

Chapter 40 incorporates landlord's obligations set forth in S.C. Code Ann. § 27-40-440. Those obligations are specific and are directed, generally to matters materially affecting health and safety, fitness and habitable condition. Viewed in a light most favorable to the Plaintiffs, the matters alleged in Paragraph 59 of the Plaintiffs' Amended Complaint do not set forth a violation of a duty imposed by SC Code Ann. § 27-40-440. I find this additional failure to be independently fatal to Plaintiffs claim for Retaliatory Conduct and a separate basis for dismissal of this cause of action pursuant to SCRCP 12(b)(6).

V) Negligence and Breach of Duty to Provide Safe and Habitable Premises

Plaintiffs state in their Amended Complaint that "Defendants failed to maintain the property in a safe and habitable condition." (See Pls. Amend. Compl. ¶ 69). Specifically, Plaintiffs allege Defendants failures were: "Leaving the attic stair in a broken and unsafe condition; Leaving most windows painted shut and unusable; Failing to install screens in any windows, thereby rendering them unsafe and impractical to use once unsealed, as birds, insects, and other pests could freely enter the dwelling; and Failing to timely remedy other health and safety concerns raised by Plaintiffs." Plaintiffs allege that the unsafe and uninhabitable conditions materially interfered with Plaintiffs' use and enjoyment of the premises and placed their health and safety at risk. The Plaintiffs allege that "the lack of window screens prevented safe ventilation, exposing Plaintiffs to health risks in Charleston's hot and humid climate."

In the absence of a contract or agreement that imposes some additional duty, which is not alleged, Defendants duty to provide a safe and habitable premises is imposed and defined by SC Code Ann. § 27-40-440 (1976, as amended).

As previously discussed, Plaintiffs have not identified any actions or conduct on behalf of Defendants that give rise to a cause of action for negligence or any breach of duty or warranty. I do not find that the alleged defects previously discussed or those alleged in Paragraphs 69 through 71 of the Amended Complaint fall within the duties set forth by SC Code Ann. § 27-40-440.

Moreover, Section 27-40-610 of the Residential Landlord Tenant Act expressly contemplates that when there is "material noncompliance" with the rental agreement or "noncompliance with SECTION 27-40-440 materially affecting health and safety or the physical condition of the property," the tenant "may deliver a written notice to the landlord specifying the acts and omissions constituting the breach" and providing that the rental agreement will terminate on a date "not less than fourteen days after receipt of the notice" if not remedied within fourteen days. See SC Code Ann. § 27-40-610 (2025). South Carolina courts have treated this notice concept as integral to a tenant's ability to pursue statutory liability for failure to maintain premises. The Plaintiffs have not alleged that they ever provided the Defendants with notice or an opportunity to correct such defects during the tenancy. The only allegation as a request made of Defendants to repair anything was provided after the expiration of the tenancy.

Viewing the Amended Complaint in the light most favorable to the Plaintiffs, I find the Amended Complaint does not set forth any facts that could give rise to a claim against Defendants for negligence or breach of duty or warranty. Accordingly, I find and conclude that this claim is DISMISSED pursuant to SCRCP 12(b)(6).

DISPOSITION OF REMAINING MOTIONS AND SANCTIONS

This Court has considered and ruled on all outstanding motions save: 1) The various Motions for Sanctions filed or joined in by the respective parties and, 2) Plaintiffs two Motions for Leave to file a Second Amended Complaint, one filed October 24, 2025, and a second filed October 30, 2025. I will address these motions collectively here.

Having granted Defendants' partial motion to dismiss pursuant to SCRCP 12(b)(6), Plaintiffs' have the following remaining causes of action:

I) Failure to Return Security Deposit in Violation of S.C. Code Ann. § 27-40-410,

II) Breach of Contract,

III) Alter Ego/Piercing Corporate Veil

The Plaintiffs' Motion(s) for Leave to file a Second Amended Complaint includes a proposed Second Amended Complaint that would add causes of action for: 1)Negligence/ Statutory Negligence (Habitability, Care, and Listing/Privacy Safeguards); 2) Declaratory Judgment: Single

Business Enterprise, Alter-Ego (Veil-Piercing) and, in the alternative, Joint Venture/Agency; 3) South Carolina Unfair Trade Practices Act (SCUTPA), S.C. Code Ann. § 39-5-10 et seq.; 4) Invasion of Privacy (Common-Law): (A) Appropriation of Likeness; (B) Public Disclosure of Private Facts; (C) Intrusion upon Seclusion; 5) Negligent Hiring, Retention, and Supervision (Against Charles S. Altman Individually); and, 6) Equitable & Injunctive Remedies.

The Plaintiffs filed excessive motions, documents and requests during the pendency of this litigation. On or about April 14, 2026, the Plaintiffs filed a Petition for a Writ of Mandamus in the Supreme Court of South Carolina in Appellate Case No. 2026-000919. The Petition asked, "to direct the circuit court in Charleston to rule on (1) their Motion to File a Second Amended Complaint filed October 24, 2025; (2) their Motion for ADA Accommodations filed on January 30, 2026; and (3) their "Omnibus" motion filed on February 24, 2026." By Order dated May 21, 2026, the Court declined to entertain the petition in the Court's original jurisdiction. The Order stated, "While Petitioners' filings in the underlying case may not yet rise to the level of abusive, Petitioners are warned that this Court and the circuit court have the power to establish filing restrictions in the event that either court determines a litigant is a prolific or abusive filer."

In addressing the pending motions for sanctions, and in considering whether, and to what extent, the Plaintiffs actions and filings constitute abusive or otherwise sanctionable conduct, I make the following:

FINDINGS OF FACT AS TO SANCTIONS

1. This Court reviewed voluminous documents, motions, memoranda and heard arguments regarding motions 24, 25, 33, 34, 37, 39, 46 related to subpoenas issued by Plaintiffs to parties and non-parties. As determined previously, Plaintiffs subpoenas were clearly invalid and unenforceable. The rule as it applies here is simple. The defect should have been clear

to Plaintiffs, and the Plaintiffs were notified of the deficiency. Nonetheless, Plaintiffs persisted in pursuing compliance with the subpoenas. Plaintiffs classified good faith efforts to notify them of defects as "bullying" and maintained that they were entitled to sanctions pursuant to SCRCP 11. Defendants and non-parties were compelled to seek counsel to protect their interests and incurred needless expense. I find that Plaintiffs actions regarding these subpoenas were frivolous and abusive.

2. This Court reviewed voluminous documents, motions, memoranda and heard arguments regarding motions 11,13,15, 17,19 related to Interrogatories and Requests for Production that the Plaintiffs did not properly serve. Like the defective subpoenas the error here should have been clear to Plaintiffs. The Defendant notified Plaintiffs of the deficiency. Defendants offered to accept service and correct the issue. Plaintiffs refused the offer and considered Defendant's communication an "intimidation tactic." Plaintiffs filed a fifty-five-page Motion to Compel and sought sanctions pursuant to SCRCP 11. As to these matters, I find Plaintiffs' actions were frivolous and abusive.

3. I find the Plaintiffs' Lis Pendens, both filed April 22, 2026, as to properties owned by SAC 181 LLC and MRG Investing Company LLC each constitute particularly egregious and abusive violations of SCRCP 11. I further find the filings contained willful misrepresentations. The filings, signed by both plaintiffs, stated: "The action asserts claims directly affecting title to, possession of, and equitable interests in the following real property located in Charleston County, South Carolina, including claims for constructive trust, equitable lien on proceeds…" This is an absolute misrepresentation. No cause of action asserted, or that Plaintiffs sought to assert, includes a claim directly affecting title to or possession of the real property owned by any Defendant. No claims for constructive

trust or equitable lien on proceeds were asserted, and no warrant of attachment had been issued. I find that the filing by the Plaintiffs of these Lis Pendens is an egregious act. Such an act is more than frivolous. The filing is based on a misrepresentation, and it is patently abusive, as the lis pendens have encumbered Defendants' real property since their filing.

4. I find Plaintiffs have filed multiple requests for "Emergency" or "Expedited" relief without any good ground to support the existence of an emergency or true necessity for expedited relief. I further find that Plaintiffs' Motions to Disqualify Opposing Counsel lacked any good ground for support in law or fact. I therefore find these filings violate the provisions SCRCP 11.

5. Plaintiffs Petition for Writ of Mandamus asked the Supreme Court direct the circuit court to rule on (1) their Motion to File a Second Amended Complaint filed on October 24, 2025; (2) their Motion for ADA Accommodations filed on January 30, 2026; and (3) their "Omnibus" Motion filed on February 24, 2026. The Supreme Court Order dated May 21, 2026, provided, in part, "Because the circuit court has scheduled a hearing on Petitioner's motions for May 28, 2026, we decline to entertain this matter in this Court's original jurisdiction."

6. With the very disposition Plaintiffs had sought scheduled, Plaintiffs filed an "Emergency Motion for Continuance of May 28, 2026, Hearing" on May 26, 2026. This 99-page filing is void of factual support or any good faith basis. This filing largely consists of regurgitation of unsupported claims to relief pursuant to the ADA. It appears all parties were notified of the hearings scheduled for May 28, 2026, on or about April 30, 2026. I find that Plaintiffs' filing the voluminous motion for continuance, lacking good ground for

support, two days prior to the hearing constitutes abusive conduct, made willfully and with gross indifference to the rights of other litigants.

7. I find that the Plaintiffs have made repeated citations to cases, statutes or rules of civil procedure that are erroneous, misleading or fabricated. As examples, this Court notes Plaintiffs reference to the non-existent SCRCP 11(b)(3) in their Motion to Strike, Plaintiffs incorrect citation of SCRCP 45(d)(2)(B) and *Ex parte Smith* 407 S.C. 422 (2014) in their "Case Clarity Brief and Omnibus Request for Relief" dated February 24, 2026 and their "Brief in Aid of Safety Risk Mitigation and Judicial Clarity dated March 20, 2026."
   This court further incorporates by reference additional instances as set forth in Defendant SAC 181's Supplemental Memorandum in Support of Sanctions filed May 22, 2026.
8. This court notes Defendants arguments as to sanctions against Plaintiffs, based in part, upon use of AI and erroneous and fabricated positions of law and notes the supplemental authority referenced in their Supplemental Memorandum in Support of Sanctions filed May 22, 2026. Issues in identifying the use and/or abuse of AI assisted filings and consequences thereof are clearly emerging rapidly. While I find the Defendants' arguments have merit, this Court is reluctant to make this finding a basis for sanctions. Though this Court finds Plaintiffs have repeatedly submitted erroneous, misleading or fabricated citations of law in violation of Rule 11, this finding is not relied on as a basis for sanctions but is included to allow the issue to be considered or addressed upon appellate review if the opportunity is presented.

<u>ANALYSIS</u>

I find the circumstances set forth in the findings of fact set forth above demonstrate a pattern of prolific, vexatious, serial and abusive filings by the Plaintiffs. The volume, repetition and willfulness of the Plaintiffs' conduct is in complete disregard to the rights of other litigants and the efficient and orderly administration of justice. The Plaintiffs are pro se and may have been ignorant of the consequences of some of their actions. This Court attempts to extend leniency to pro se litigants when this will not prejudice an opposing party. Upon having the opportunity to review the full history of filings in this matter, these Plaintiffs have simply exhausted any available leniency. Regardless of knowledge, intellect, or motive, the law is clear that pro se litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law. State v. Burton, 356 S.C. 259, 589 S.E.2d 6 (2003).

During the hearing, this Court was advised of a website Plaintiffs operate that is primarily focused on this lawsuit. The Plaintiffs are free to express their opinions. This Court is troubled, however, that there is at least the suggestion or appearance the Plaintiffs' are marketing an "asset" to law firms which Plaintiffs possess from participation in this pro se litigation.[4] While this Court finds this troubling, this information is not considered as a basis for sanctions.

This court recognizes that striking a pleading is harsh medicine that should not be administered lightly. Karppi v. Greenville Terrazo Co., 327 S.C. 538, 489 S.E.2d 679 (Ct. App. 1997). A court imposing sanctions under Rule 11 should, in its order, describe the conduct determined to constitute a violation of the rule and explain the basis for the sanction imposed. Runyon v. Wright,

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[4] https://rocketsfight.org/to-the-firm-that-sees

To first go through the Conflicts, Check, fill out the form below to confirm you are a member of an interested law firm, and you will instantly be taken to a page and sent an autoreply email you can respond to - both include a list of defendants and proposed defendants to check for conflicts. Next stage instructions are provided for those with no conflicts.

Engagement Structure

This opportunity reflects the fact that you would be acquiring a largely built asset and positioning your firm as a ready force multiplier.

- Stage One – Retainer for Readiness and Asset Acquisition
  We will ask the selected firm to pay a focused retainer that serves two functions:

322 S.C. 15, 19, 471 S.E.2d 160, 162 (1996). The decision to impose sanctions is one in equity, and thus the appellate court reviews the circuit court's factual findings de novo. Pee Dee Health Care, P.A. v. Est. of Thompson, 424 S.C. 520, 538 n.11, 818 S.E.2d 758, 768 n.11 (2018). If the appellate court agrees with the factual findings of the circuit court, the appellate court determines whether the circuit court acted within its discretion when imposing sanctions. Id.

I find that this Court's Finds of Fact numbered One through Six above warrant imposition of severe and dispositive sanctions. As to Plaintiffs' remaining Causes of Action for Failure to Return Security Deposit in Violation of S.C. Code Ann. § 27-40-410, Breach of Contract, and Alter Ego/Piercing Corporate Veil, during the hearings of May 28, 2026, Plaintiffs admitted they received and negotiated checks in the amount of $2,285.00, representing all but $310.00 of the $2,595.00 security deposit. Under the circumstances, the value of a $310.00 claim of Plaintiffs for Failure to Return Security Deposit is negligible compared to the time, effort and expense required by the multitude of sanctionable conduct detailed above. As to the claim for Breach of Contract, it is undisputed that the Plaintiff's were tenants under a month-to-month lease in April of 2025. The Defendants had the right to terminate such tenancy at any time upon thirty-day notice, and this appears to be what the Defendants did. With no independent causes of action, there is no stand-alone basis for a cause of action for Alter Ego or Piercing Corporate Veil liability.

I do not find that any of Plaintiffs remaining claims have significant value or merit. In considering the equity associated with the imposition of dismissal as a sanction, I find that the potential value of these claims is far outweighed by the harm, expense and time incurred in response to plaintiffs prolific, abusive and frivolous filings. I therefore find and conclude that the three remaining causes of action asserted in Plaintiffs Amended Summons and Complaint should be DISMISSED WITH PREJUDICE as a sanction pursuant to SCRCP 11.

As an additional sanction, I find and conclude that Plaintiffs Motions for Leave to File Second Amended Complaint are DENIED. In considering the equity of imposing this sanction, I have considered the allegations of the Proposed Second Amended Complaint. I find that, even in the absence of sanctionable conduct, the proposed amendment would likely be futile.

The proposed claim for Negligence/ Statutory Negligence (Habitability, Care) fails based on the same analysis considered viewing the allegations of the Amended Complaint. The Plaintiffs seek to allege "Negligent "Listing/Privacy Safeguards" and, separately, "Invasion of Privacy. South Carolina recognizes three separate and distinct causes of action for invasion of privacy: 1) wrongful appropriation of personality; 2) wrongful publicizing of private affairs; and 3) wrongful intrusion into private affairs. Swinton Creek Nursery v. Edisto Farm Credit, 334 S.C. 469, 514 S.E.2d 126 (1999). Based upon the allegations of the Proposed Second Amended Complaint, allegations such as the Plaintiffs being depicted incidentally in a listing photograph, without being identified, do not rise to the level of a cognizable claim.

The Proposed Second Amended Complaint would seek relief based upon "Declaratory Judgment: Single Business Enterprise, Alter-Ego (Veil-Piercing) and, in the alternative, Joint Venture/Agency." Without valid independent causes of action, these causes of action would be futile. Likewise, without a stand-alone cause of action for negligence, there is no cognizable claim for "Negligent Hiring, Retention, and Supervision (Against Charles S. Altman Individually)." This Court likewise finds no valid cause of action has been asserted for the proposed "Equitable & Injunctive Remedies" or violation of the South Carolina Unfair Trade Practices Act (SCUTPA).

This Court has not considered these proposed claims in the light of a 12(b)(6) analysis. Rather, I have considered them to determine if there is presented any real, legitimate or viable claim presented. Again, even if some semblance of a claim exists under any existing or proposed cause of action, this Court ultimately finds the merit and value of any such claim to be far outweighed by the abusive conduct, frivolous action, expense and harm caused by the Plaintiffs in the manner they have conducted this litigation. This Court determines that the interests of justice, order of the court and rights of the litigants are best served by bringing this litigation to an end, fully and finally, as a sanction. I find that this result is more likely to deter such conduct in the future and find that additional time, expense and resources necessary to determine and assess appropriate attorneys' fees, which ultimately may not be recovered, result in the greater benefit and orderly administration of justice being the full conclusion of this matter.

Accordingly, based on the foregoing, this action is **DISMISSED FULLY, IN ITS ENTIRETY, WITH PREJUDICE.**

IT IS SO ORDERED!

[EXHIBIT A ON THE FOLLOWING PAGE]

EXHIBIT A

FILING LIST, MCNEIL & POYNER V. SAC 181, LLC ET AL

Filed by:	***Nature of filing:***	***Date:***
1.) James C. McNeil	**Motion to Disqualify Counsel**	**09/19/2025**
2.) James C. McNeil	**Affidavit (Exhibits A & B -SEALED)**	**09/24/2025**
3.) James C. McNeil	**Emergency Motion/Redaction of Personal Identifiers**	**09/24/2025**
4.) Meaghan Poyer	**Motion/Compel Insurance Disclosure & F/Sanctions**	**09/30/2025**
5.) Meaghan Poyer	**Motion/Expedited Hearing on Motion/Disqualify**	**09/30/2025**
6.) James C. McNeil	**Motion/Leave to Amend Second Amended Complaint**	**10/24/2025**
7.) James C. McNeil	**Emergency Motion/Rule 11 Sanctions & Strike Answer**	**10/29/2025**
8.) SAC 181 LLC	**Partial Motion/Dismiss Amended Complaint**	**10/29/2025**
9.) James C. McNeil	**Motion/Leave to File 2nd Amend Cmplnt & Response**	**10/30/2025**
10.) MRG Investing Company, LLC	**Notice of & Motion/Dismiss**	**11/04/2025**
11.) SAC 181 LLC	**Motion/Protective Order/Stay of Discovery**	**11/07/2025**
12.) SAC 181 LLC	**Motion/Case Management Order Re: Use of AI;**	**11/10/2025**
13.) James C. McNeil	**Motion/Compel Discovery Responses & Sanctions**	**1/10/2025**
14.) James C. McNeil	**Response in Oppposition to Defnt Motion to Dismiss**	**11/18/2025**

15.) **SAC 181 LLC** **Motion/Sanctions**
11/19/2025

16.) **SAC 181 LLC** **Memo in Response/Pltff Motion to Compel & f/Sanctions**
11/19/2025

17.) **James C. McNeil** **Motion/Protective Conditions & Response Defense Request**
11/20/2025

18.) **James C. McNeil** **Notice of Correction to Citation Errors in Motion to Compel**
11/26/2025

19.) **James C. McNeil** **Response & Cross Motion/Sanctions in Opp to Motion/Sanctions11/26/2025**

20.) **James C. McNeil** **Notice of Moot Motions**
12/03/2025

21.) **James C. McNeil** **Memo Regarding Probate Records, Etc.**
12/03/2025

22.) **James C. McNeil** **Supplemental Memo in Support of Ptlff Opp. to Deft Mot**
12/11/2025

23.) **James C. McNeil** **Motion to Sufficiency of Answers of Request F/Admission**
12/23/2025

24.) **Meridian Residential Group Llc** **Motion/Quash**
01/08/2026

25.) **SAC 181 LLC** **Motion/Quash Subpoena & Incorp Memo of Law**
01/12/2026

26.) **James C. McNeil** **Subpeona Duces Tecum to SCLLR**
01/14/2026

27.) **James C. McNeil** **Subpeona Ducues Tecum to Showmojo LLC**
01/14/2026

28.) **James C. McNeil** **Subpeona Duces Tecum to Synovus Bank**
01/14/2026

29.) **James C. McNeil** **Subpeona Duces Tecumto Appfolio Inc.**
01/14/2026

30.) James C. McNeil Subpeona Duces Tecum to Matterport Inc.
01/14/2026

31.) James C. McNeil Memo in Opposition to Motion/Quash Subpoena/Mot Disqual
01/14/2026

32.) MRG Investing Company LLC Notice of & Motion/Stay Discovery Deadlines
01/20/2026

33.) SAC 181 LLC Motion/Protective Order in re: Deposition of Sac 181
01/26/2026

34.) SAC 181 LLC Motion/Quash Subpoena & Memo of Law
01/27/2026

35.) Meridian Residential Group Llc Motion of Joinder for Motion/Stay
01/27/2026

36.) James C. McNeil Emergency Motion/Protective Relief
01/28/2026

37.) SCLLR Motion/Quash Deposition
01/28/2026

38.) James C. McNeil Supplemental Motion/ADA Accommodations
01/30/2026

39.) Meridian Residential Group Llc Motion in Joinder/Quash Deposition
01/30/2026

40.) SAC 181 LLC Supplement to Mot/Sanctions & Notice to the Court
02/09/2026

41.) James C. McNeil Pltff Case Clarity Brief & Ombinus Request f/Relief
02/24/2026

42.) James C. McNeil Systems Analysis Brief in Aid of Judicial Efficiency
03/06/2026

43.) James C. McNeil Brief in aid of safety risk mitigation & judicial clarity
03/20/2026

44.) James C. McNeil Motion to file exhibits A-1, A-2, A-3 under seal
03/20/2026

45.) SAC 181 LLC Memo in Opposition to plantiffs motion to amend complaint 04/21/2026

46.) James C. McNeil Motion/Compel Compliance W/Subpoena Duces Tecum 04/22/2026

47.) SAC 181 LLC Motion to Cancel Lis Pendens 04/29/2026

48.) MRG Investing Company LLC Motion to Cancel Lis Pendens 05/14/2026

49.) Pinnacle Bank Notice of Joinder Of Co-Defendants Motions 05/21/2026

50.) Pinnacle Bank Memo in Opposition of Motion to Compel 05/21/2026

51.) Meridian Residential Group Llc Motion/Sanctions (No Hearing Requested) 05/22/2026

52.) SAC 181 LLC Memo in Opp Motion/Compel Insurance Disclosure & Sanctions 05/22/2026

53.) SAC 181 LLC Memo in Opp to Pltff Opp & Cross-Motion/Disqualify Counsel 05/22/2026

54.) SAC 181 LLC Memo in Support Motion/Protective Order 05/22/2026

55.) SAC 181 LLC Memo in Opp Mot/Sufficiency of Answers/Requests f/Admission 05/22/2026

56.) SAC 181 LLC 2nd Supplemental Addendum to Motion/Sanctions 05/22/2026

57.) SAC 181 LLC Memo in Support Partial Motion/Dismiss 05/22/2026

58.) Meridian Res. Group Llc Memo in Opposition of Motion to Sufficiency of Answers 05/22/2026

59.) Meridian Res. Group Llc; Memo Opposing Motion for Sanctions and to Strike Answer 05/22/2026

60.) Meridian Res. Group Llc; Memo in Opp. Motion/Compel & Default 05/22/2026

61.) Meridian Res. Group Llc Memo in Opp. Motion/Leave to File 2nd Amended Complaint 05/22/2026

62.) Meridian Res. Group Llc; Memo in Opp. to Motion to Compel 05/22/2026

63.) Meridian Res. Group Llc; Memo in Opp. of Emergency Motion for Redaction 05/22/2026

64.) Meridian Res. Group Llc; Motion/Sanctions 05/22/2026

65.) James C. McNeil Emergency Motion/Continuance of May 28, 2026 Hearing 05/26/2026

Charleston Common Pleas

Case Caption: James C Mcneil , plaintiff, et al VS SAC 181 Llc , defendant, et al

Case Number: 2025CP1005095

Type: Order/Other

So Ordered

William W. Wheeler, III

Electronically signed on 2026-08-03 14:25:46