

EXHIBIT C Series

C 1. Brand Promise Violations Analysis (of Law Firms Phelps Dunbar and Resnick & Louis)

Followed by some of the **specific emails/voice mails** referenced:

C 2. Tate November 3 Rule 4.3 Violation “3 Cautions” email

C 3. Transcription of October 31 O’Brien and Tate “joint voicemail”

C 4. O’Brien “24 Years” November 4 Email

C 5. O’Brien “What you are missing” November 6 Email

C 6. O’Brien “Why you are wrong” November 6 Email

EXHIBIT C 1

Brand Promise Violations Analysis

(of Law Firms Phelps Dunbar and Resnick & Louis)

I. BRAND PROMISES MADE BY DEFENSE FIRMS

A. Phelps Dunbar LLP - Brand Commitments

1. Efficient, Attentive Service

Promise: "Known for its efficient, attentive and high-quality services that have earned them a respected reputation in the legal services field."

Source: LawCrossing.com profile describing firm values

2. Understanding Client Needs

Promise: "Strong emphasis on understanding the unique aspects of their clients' businesses and using creative legal analysis to provide practical solutions."

Source: Firm marketing materials

3. Communication and Collaboration

Promise: "Values communication and collaboration among attorneys in different locations in order to provide sound legal advice and quality services to its clients."

Source: Indeed.com company profile

4. Traditional Values

Promise: "Highly respected for its combination of traditional values and progressive ideas."

Source: LawCrossing.com and Chambers profiles

5. Professional Excellence

Promise: "Foster a culture of collaboration among lawyers" and maintain "highest level of professional excellence for their legal knowledge, communication skills and ethical standards."

Source: Martindale-Hubbell AV Preeminent rating criteria

B. Resnick & Louis, P.C. - Brand Commitments

1. Transparent Communication

Promise: "Transparent communication" as core value proposition

Source: Homepage (rlattorneys.com)

2. Commitment to Excellence

Promise: "Commitment to excellence" as stated value

Source: Homepage value statements

3. Best Possible Outcomes

Promise: "We combine legal expertise and personal service to achieve the best possible outcomes for our clients."

Source: Homepage value proposition

4. Responsive and Accessible

Promise: "Attorneys are responsive, accessible, and committed to clearly explaining the legal process, including the risks and benefits of every decision along the way."

Source: Professional Liability practice page

5. Respect and Ethical Standards

Promise: "Zero-tolerance policy for disrespect, harassment, or discrimination" and "very high ethical standards, with an average peer review score of 4.5 or higher."

Source: Indeed.com diversity statement and Martindale-Hubbell ratings

6. Client-Centric Approach

Promise: "Client-centric approach" and "value-added representation through experience, diversity, and creativity."

Source: LinkedIn and law firm directory profiles

II. DOCUMENTED VIOLATIONS BY CATEGORY

A. PHELPS DUNBAR LLP (Representing SAC 181, LLC)

Attorneys: Justine Tate (5311), Kevin M. O'Brien (5302)

VIOLATION CATEGORY 1: Communication Ethics & Transparency

Brand Promise Broken: "Communication and collaboration," "transparent communication"

Violation 1A: Rule 4.3 Violations - Improper Legal Advice to Unrepresented Parties

Date: November 3, 2025

Attorney: Justine Tate

Specific Conduct:

- Advised pro se Plaintiffs "we would caution the continued and purported use of SCRPC Rule 11 allegations in motions and pleadings when it is not a rule that you understand"
- Instructed: "We caution you and Ms. Poyer labeling filed motions as 'emergency' motions"
- Lectured: "We caution that AI generated documents and any attempted use of AI generated information or legal analysis...are not always correct/accurate"

Brand Promise Violated: These communications violate SC RPC 4.3, which prohibits lawyers from giving legal advice to unrepresented adverse parties. This directly contradicts commitments to ethical standards and professional excellence.

Legal Standard: S.C. Rule of Professional Conduct 4.3 explicitly states lawyers "shall not give legal advice to an unrepresented person...if the lawyer knows or reasonably should know that the interests of such a person are or have a reasonable possibility of being in conflict with the interests of the client."

Violation 1B: Misleading Omission in Voicemail

Date: October 31, 2025

Attorneys: Kevin O'Brien and Justine Tate (joint voicemail)

Specific Conduct:

- Left voicemail about their Motion to Dismiss filed October 29, 2025
- Made NO mention of discovery responses due November 3, 2025 (three days away)
- Created appearance of cooperation while strategically avoiding acknowledgment of impending deadline

Brand Promise Violated: "Transparent communication" and "attentive service" are fundamentally incompatible with strategic omission designed to let deadlines pass unacknowledged.

Violation 1C: False Certainty on Discovery Service

Date: November 3, 2025

Attorney: Justine Tate

Specific Conduct: Stated: "It has not been served upon us as counsel of record to date (other than the Requests for Admission issued on 10/31) and thus, we wanted to note that we do not consider any such written discovery served on SAC."

Internal Inconsistency:

- SAC 181's answer deadline is calculated from Eric Pettis's September 15, 2025 acceptance of service of Amended Complaint
- If Pettis was not counsel of record on October 3, 2025 (18 days later), he was not counsel of record on September 15, 2025 either
- This would invalidate service of the pleading establishing their entire answer timeline

Brand Promise Violated: Sophisticated multi-state litigation counsel understand this logical inconsistency. Advancing it anyway contradicts "sound legal advice," "practical solutions," and "high-quality services."

Violation 1D: Condescending & Intimidating Tone

Date: November 3, 2025

Attorney: Justine Tate

Specific Patterns:

- Repeated use of "we caution you" (3 times in single email)
- Dismissive language: "purported 'jury risk analysis'" with scare quotes
- False expertise claims: Suggesting Plaintiffs don't understand procedures while demonstrating own unfamiliarity with standard litigation methodologies
- Offering to "short cut some of these things" and "streamline things" while simultaneously refusing to respond to properly served discovery

Brand Promise Violated: "Traditional values," "professional excellence," and "collaboration" are incompatible with condescension and intimidation tactics designed to undermine pro se confidence.

Violation 1E: AI Assumptions Without Factual Basis

Date: November 3, 2025 (and ongoing through Motion filed November 10, 2025)

Attorney: Justine Tate

Specific Conduct:

- Warned about AI usage despite McNeil's demonstrated pre-AI litigation success (2020-2021)
- ChatGPT launched November 2022; Claude launched 2023
- McNeil successfully litigated pro se against Comcast, Dominion Energy, Roadstead Properties, and SAC 181 LLC before AI tools existed
- Dismissed "jury risk analysis" as made-up jargon despite it being standard practice in litigation consulting firms

Additional Context: McNeil's professional background includes:

- Strategic consulting on AI implementation
- Direct programming with AI APIs
- Systems development using strategic schema markup
- Publications on AI ethics: "Get AI Marketing For Us" (7/15/25) and "Respectful Reach" (7/23/25)

Brand Promise Violated: Making assumptions without investigation contradicts "understanding the unique aspects" and "using creative legal analysis to provide practical solutions."

Violation 1F: Coordination of Intimidation Tactics

Pattern: November 3, 2025 email from Tate copied Resnick & Louis attorneys (Alicia Bolyard, Chris Manning) along with their support staff

Evidence of Coordination: Email demonstrates multi-firm collaboration on pressure tactics against pro se opponents, suggesting strategic coordination rather than isolated incidents.

Brand Promise Violated: Using "collaboration among attorneys" to coordinate intimidation of unrepresented parties perverts the stated value.

VIOLATION CATEGORY 2: Professional Excellence & Ethical Standards

Brand Promise Broken: "Highest level of professional excellence," "traditional values," "ethical standards"

Violation 2A: Strategic Delay Through Procedural Gamesmanship

Dates: September 15, 2025 - November 7, 2025

Timeline of Conduct:

- September 15, 2025: Eric Pettis accepts service of Amended Complaint for SAC 181
- October 3, 2025: Plaintiffs serve First Set of Interrogatories and Requests for Production on Pettis
- October 15, 2025: Tate and O'Brien file Notices of Appearance
- November 3, 2025: Tate claims discovery "has not been served"
- November 6, 2025: O'Brien sends detailed email claiming Pettis "was never counsel of record"
- November 7, 2025: Responses due; SAC 181 files (at least partially) frivolous motion, Meridian (Bolyard) ignores

Strategic Pattern:

1. Allow original counsel (Pettis) to accept service creating answer deadline
2. Wait before filing appearances
3. Claim discovery to Pettis doesn't count despite their deadline being based on his service acceptance
4. State position with "false certainty" to discourage challenge

Brand Promise Violated: "Efficient, attentive service" and "sound legal advice" are incompatible with deliberate procedural manipulation designed to avoid discovery obligations.

Violation 2B: "24 Years of Experience" Weaponized

Date: November 4, 2025

Attorney: Kevin M. O'Brien

Specific Conduct: Email opens with aggressive assertion of credentials: "I have been a licensed attorney for 24 years...As you can see, the first Notices of Appearance (and the first filings of any type) on behalf of SAC 181 were the Notices of Appearance that Justine Tate and I filed on October 15, 2025. There is no Notice of Appearance by and no filing from Mr. Pettis."

Tone Analysis:

- Uses experience as bludgeon rather than applying it to client service
- Presents legally weak position (service inconsistency) with false authority
- Leverages credentials to intimidate rather than collaborate

Brand Promise Violated: "Professional excellence" should enhance quality of representation, not serve as weapon against unrepresented parties. "Traditional values" suggests mentorship, not attempted bullying.

Violation 2C: Systematic Mischaracterization of Pro Se Capabilities

Pattern: Ongoing assumption that quality legal work must be AI-generated

Impact on Professional Standards:

- Refuses to acknowledge documented litigation history
- Dismisses sophisticated strategic analysis as impossible for pro se party

- Attributes success to improper assistance rather than capability
- Creates harassment-by-motion ("AI Paranoia" Motion 11/10/25)

Evidence Contradicting Assumptions:

- National Innovation Award recipient
- 160+ IQ with documented exceptional analytical capabilities
- Professional expertise in strategic thinking, NLP, systems analysis
- Published author on AI ethics and Strategic Thought Leadership
- Prior successful pro se litigation before AI tools existed

Brand Promise Violated: "Understanding the unique aspects of their clients' businesses" should apply to understanding capabilities of opposing parties. Failure to investigate before making accusations contradicts "high-quality services."

VIOLATION CATEGORY 3: Efficient Litigation & Client Service

Brand Promise Broken: "Efficient, attentive service," "practical solutions"

Violation 3A: Discovery Avoidance Strategy

Timeline:

- October 3, 2025: Discovery properly served (30 days (+5 via SCCP) before responses due)
- October 31, 2025: Voicemail ignores impending deadline
- November 3, 2025: Claim discovery not served
- November 4-6, 2025: Detailed rejection of service validity
- Discovery still not responded to as of November 19, 2025

Strategic Effect:

- 47 days post-service with zero substantive response
- Multiple communications but no discovery compliance
- Resources diverted to service disputes rather than case merits

Brand Promise Violated: "Efficient" litigation is fundamentally incompatible with procedural gamesmanship to avoid discovery obligations.

Violation 3B: Motion Practice as Harassment

Motion Filed: November 10, 2025 - "SAC 181's AI Paranoia Motion"

Characteristics:

- Baseless allegations unsupported by evidence
- Designed to burden pro se opponents with response obligations
- Continues pattern of attributing sophistication to improper assistance
- Wastes judicial resources on unfounded speculation

Strategic Purpose: Force pro se Plaintiffs to divert time and energy from substantive case development to defending against procedural attacks.

Brand Promise Violated: "Using creative legal analysis to provide practical solutions" should not mean creative use of motion practice to harass opponents.

B. RESNICK & LOUIS, P.C. (Representing Meridian Residential Group, LLC and Bayles Individually)

Attorneys: Alicia N. Bolyard, Chris Manning, Kelsi Sigler, Kaylie Stapleton

VIOLATION CATEGORY 1: Communication & Transparency

Brand Promise Broken: "Transparent communication," "responsive, accessible, and committed to clearly explaining the legal process"

Violation 1A: Misrepresentation of Registered Agent Authority

Date: October 16, 2025

Attorney: Alicia Bolyard

Specific Conduct: Email to McNeil stating: "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."

Legal Context Ignored:

- Adam Bayles serves as statutory Registered Agent for MRG Investing Company, LLC
- MRG Investing Company, LLC had no counsel of record at that time
- Representation of Bayles individually does not extend to his statutory role as Registered Agent
- S.C. Code § 33-44-111 designates registered agent as proper recipient for service

McNeil's Immediate Correction (same day): "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."

Brand Promise Violated: "Clearly explaining the legal process" is incompatible with mischaracterizing the law to bar statutorily authorized service. "Transparent communication" requires honest representation of legal authority.

Violation 1B: Pattern Mirroring Client Conduct

Analysis: The October 16 incident demonstrates defense counsel adopting the same bullying, obstructionist tactics documented in client Meridian's treatment of tenants.

Parallels:

- **Meridian Pattern:** Systematic ignoring of tenant communications, fabricated legal claims to avoid obligations
- **Bolyard Conduct:** Attempting to prevent proper service through legally incorrect assertions
- **Shared Strategy:** Use technical-sounding objections without merit to gain strategic advantage

Evidence from Meridian Reviews:

- Carly Kolbinski: "Money driven, racist culture" with "extreme micromanagement"
- Joseph: Business model based on "consumer deception and fraud"
- Multiple tenants: Fabricated charges appearing after complaints
- Jonathan Evans: Collections referral without communication after complaints
- Communication avoidance: "You can NEVER get a hold of anyone"

Brand Promise Violated: "Zero-tolerance policy for disrespect" and "commitment to excellence" are incompatible with mirroring and enabling client's documented pattern of intimidation and deception.

Violation 1C: Coordination with Phelps Dunbar

Evidence: November 3, 2025 Tate email copies Bolyard, Manning, and Resnick & Louis support staff

Pattern: Multi-firm coordination on:

- Timing of attempted intimidation communications
- Shared strategy of attributing pro se success to improper assistance
- Collective pressure tactics

Brand Promise Violated: "Collaboration" and "client-centric approach" should not mean coordinating with co-counsel to systematically intimidate unrepresented opponents.

VIOLATION CATEGORY 2: Professional Excellence & Ethics

Brand Promise Broken: "Very high ethical standards," "zero-tolerance policy for disrespect"

Violation 2A: Failure to Investigate Before Making Accusations

Pattern: Bolyard's October 16 email demonstrates same failure as Tate's AI warnings—advancing positions without investigating factual or legal basis.

Specific Failure: Did not research:

- Scope of representation (individual vs. statutory role)
- Statutory authority under S.C. Code § 33-44-111

Professional Standard: Attorneys have duty of competence and duty to investigate before asserting legal positions, especially when attempting to bar opposing party's actions.

Brand Promise Violated: "High ethical standards" and "professional excellence" require investigation before making legal assertions designed to prevent opposing party's statutory rights.

Violation 2B: Enabling Client Misconduct

Context: Resnick & Louis represents Meridian Residential Group and the Bayles individually, despite extensive documentation of systematic tenant exploitation.

Evidence of Client Pattern (from Meridian Reviews spanning 2018-2025):

- Security deposit theft with fabricated charges
- Retaliation against tenants who complain
- Systematic communication avoidance
- Corporate culture described as "money driven" with "extreme micromanagement"
- Tara Bayles personally named across multiple independent reviews

Defense Conduct: Rather than addressing client's documented pattern, defense counsel:

- Adopts same obstructionist tactics
- Mischaracterizes law to prevent service
- Coordinates with co-counsel on intimidation strategy
- Files motions and answers that deny well-documented facts

Brand Promise Violated: "Best possible outcomes for our clients" should not mean facilitating continued exploitation. "Value-added representation" should not mean adding value through procedural obstruction while ignoring substantive misconduct.

VIOLATION CATEGORY 3: Responsive Service

Brand Promise Broken: "Responsive, accessible, and committed to clearly explaining the legal process"

Violation 3A: Strategic Non-Responsiveness

Pattern: Following October 16 correction by McNeil, no acknowledgment or substantive response from Bolyard

Effect:

- Creates uncertainty about whether proper service will be recognized
- Forces pro se Plaintiffs to prepare for potential disputes
- Diverts resources from substantive case development

Brand Promise Violated: "Responsive" and "accessible" are incompatible with strategic silence after being corrected on the law.

Violation 3B: Failure to Explain Actual Process

October 16 Context: Rather than "clearly explaining the legal process" regarding service on registered agents, Bolyard attempted to bar proper service through mischaracterization.

Professional Standard: Attorneys should help ensure proper procedures are followed, not exploit procedural knowledge to obstruct legitimate service.

Brand Promise Violated: "Clearly explaining the legal process, including the risks and benefits of every decision" is incompatible with exploiting procedural knowledge to prevent proper service.

III. SYSTEMATIC PATTERN ANALYSIS

Common Elements Across Both Firms:

1. Technical-Sounding Objections Without Merit

- Phelps Dunbar: Discovery service objections despite logical inconsistency
- Resnick & Louis: Registered agent representation claim without statutory support

2. False Certainty to Discourage Challenge

- Phelps Dunbar: "We do not consider any such written discovery served" (stated as fact)
- Resnick & Louis: "Please do not contact Mr. Bayles directly anymore" (ignoring statutory role)

3. Condescension and Assumptions About Pro Se Capabilities

- Phelps Dunbar: AI warnings, "emergency motion" cautions, Rule 11 "education"
- Resnick & Louis: Assumed McNeil didn't understand registered agent law (corrected immediately)

4. Rule 4.3 Violations

- Multiple instances of giving legal advice to unrepresented adverse parties
- Advice designed to benefit clients while harming Plaintiffs' ability to protect rights

5. Strategic Coordination

- Email chains showing multi-firm collaboration
- Synchronized timing of attempted intimidation
- Shared strategy of attributing pro se success to improper assistance

Why This Pattern Matters:

These are not good-faith legal disputes advanced by attorneys who happen to disagree with Plaintiffs' interpretations. Both firms are:

- **Sophisticated multi-state operations:** Phelps Dunbar (425+ lawyers, AmLaw 200) and Resnick & Louis (200+ attorneys, 30 offices)
- **Aware of applicable law:** Counsel of record established by conduct, Rule 4.3 prohibitions, registered agent statutes, standard case valuation methodologies
- **Advancing positions anyway:** Betting that pro se litigants will be worn down by resource disparity and procedural gamesmanship

The Critical Miscalculation:

Both firms miscalculated in assuming they faced a typical overwhelmed pro se party. Instead:

1. **McNeil recognized tactics immediately:** Documented pattern analysis, game theory dynamics, and ethical violations

2. **Provided legal corrections in real-time:** Statutory citations, procedural clarity, exposure of logical inconsistencies
 3. **Systematically preserved evidence:** Communications, timestamps, analysis of strategic patterns
 4. **Called out conduct explicitly:** Through motions, exhibits, and strategic documentation
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IV. QUANTIFICATION OF VIOLATIONS

Phelps Dunbar LLP (Representing SAC 181, LLC)

Category 1: Communication Ethics & Transparency

1. Rule 4.3 violations (3 separate instances in single email)
2. Misleading omission in voicemail
3. False certainty on discovery service
4. Condescending and intimidating tone (sustained pattern)
5. AI assumptions without factual investigation
6. Coordination with co-counsel for intimidation

Category 2: Professional Excellence 7. Strategic delay through procedural gamesmanship 8. Weaponizing experience credentials ("24 years") 9. Systematic mischaracterization of pro se capabilities

Category 3: Efficient Litigation 10. Discovery avoidance strategy (41+ days) 11. Motion practice as harassment

Total Phelps Dunbar Violations: 11 distinct categories

Resnick & Louis, P.C. (Representing Meridian and Bayles)

Category 1: Communication & Transparency

1. Misrepresentation of registered agent authority
2. Pattern mirroring client's documented intimidation tactics
3. Coordination with Phelps Dunbar on intimidation strategy

Category 2: Professional Excellence 4. Failure to investigate before making accusations 5. Enabling client misconduct despite extensive documentation

Category 3: Responsive Service 6. Strategic non-responsiveness after correction 7. Failure to explain actual process (obstructing instead)

Total Resnick & Louis Violations: 7 distinct categories

V. IMPACT ON CASE AND PLAINTIFFS

Resource Diversion:

- 47 days since discovery service, no substantive responses
- Multiple motions filed requiring response (Motion to Dismiss, AI motion, Protective Order motion)
- Time diverted from McNeil's consulting business launch during critical period

Strategic Disadvantage Created:

- Evidence preservation delayed while disputes manufactured
- Discovery responses avoided during key early case phase
- Pro se Plaintiffs forced to respond to harassment motions

Broader Pattern:

- Tactics designed to exploit pro se status systematically
 - Coordination between firms suggests deliberate strategy
 - Pattern continues client Meridian's documented approach to avoiding accountability
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VI. CHARLESTON HOUSING CRISIS CONTEXT

Why Brand Promise Violations Matter More Here:

Local Context (from
Charleston_Housing_Crisis_Impact_Summary_Research_Notes.docx):

- 42% of Charleston County households are rent-burdened

- Area needs 16,000 new affordable housing units by 2030
- Renters have limited power against property management companies
- Cases like this one are essential to accountability

Power Imbalance:

- Property management companies hold essential shelter over struggling families
- Sophisticated legal representation available to landlords, not tenants
- Pro se tenants face exactly the intimidation tactics documented here

Professional Responsibility: Both firms market themselves as serving public interest and maintaining ethical standards. Their conduct in this case:

- **Phelps Dunbar:** Uses "traditional values" brand while violating Rule 4.3 and coordinating intimidation
- **Resnick & Louis:** Advertises "zero-tolerance for disrespect" while mirroring client's bullying tactics

The Principle at Stake:

This case is about balancing the power PMICs (Property Management Investment Companies) wield over families providing essential shelter with meaningful accountability. Brand promises about professional excellence, transparent communication, and ethical standards are particularly important in this context.

When sophisticated firms representing property management companies violate those promises to intimidate pro se tenants seeking accountability, the violations are not merely professional failures—they perpetuate the very power imbalances that enable tenant exploitation.

VII. CONCLUSION

Summary of Violations:

Phelps Dunbar LLP: 11 distinct violation categories across communication ethics, professional excellence, and efficient litigation

Resnick & Louis, P.C.: 7 distinct violation categories across communication transparency, professional standards, and responsive service

Common Thread:

Both firms abandoned their brand promises when facing a pro se opponent, assuming intimidation and procedural gamesmanship would succeed. Their miscalculation reveals the gap between marketing and practice.

Ultimate Irony:

The very brand promises these firms violated - communication, transparency, ethical standards, professional excellence - are the qualities that would have served their clients better than the documented pattern of intimidation, delay, and procedural manipulation.

Recommendation for Court:

These violations should inform the Court's evaluation of:

1. Defense counsel's credibility on procedural disputes
2. Whether discovery objections are good-faith legal positions
3. Appropriate sanctions for Rule 4.3 violations
4. Whether defense conduct warrants fee-shifting considerations under bad faith exceptions

The Court should not reward conduct that betrays the very brand promises both firms use to attract clients and maintain their reputations in the legal community.

Prepared by: James C. ("Chris") McNeil, Pro Se

Date: November 13, 2025 (Revised November 19, 2025)

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

C 2. Tate November 3 Rule 4.3 Violation “3 Cautions” email

From: [Justine Tate \(5311\)](#)
To: [Kevin O'Brien \(5302\)](#); [chris thaut.io](#); [Alicia Bolyard](#); [C&M McNeil](#); [cmanning@rlattorneys.com](#)
Cc: [Kelsi Sigler](#); [Kaylie Stapleton](#)
Subject: RE: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)
Date: Monday, November 3, 2025 3:22:49 PM

Hi Mr. McNeil,

We respond to your note below as follows.

First, yes, we are aware of pro se plaintiffs' response opposing our Motion to Dismiss. We filed our Motion to Dismiss in response to the only currently pending pleading on record. Your motion for leave to amend your complaint does not moot our Motion to Dismiss. With regard to your Motion for Leave to Amend, we plan to oppose such motion and believe that the Court will deny it (based upon futility as it would be subject to a motion to dismiss and/or for a more definite statement).

Second, as for discovery purportedly issued by pro se plaintiffs, it is our understanding that, at some point, pro se plaintiffs attempted to issue written discovery to Defendant SAC in this matter. As we advised you in a prior e-mail, it has not been served upon us as counsel of record to date (other than the Requests for Admission issued on 10/31) and thus, we wanted to note that we do not consider any such written discovery served on SAC. It is our further understanding that, at some point in time, such requests were emailed to Mr. Pettis, who is not counsel of record for SAC (and never was) because he never made a notice of appearance in this case. There is also no Certificate of Service reflecting service on us as counsel for Defendant SAC or Defendant SAC's registered agent. Thus, any such e-mail correspondence attempting to serve discovery did not start the 35 day clock. As counsel of record for Defendant SAC, we are happy to accept service of any written discovery pro se plaintiffs wish to propound on Defendant SAC going forward (in addition to the Requests for Admission), should you elect to do so.

We reached out to you last week to short cut some of these things, but if you and/or Ms. Poyer do not wish to chat with us, so be it. Below is what we planned to discuss.

1. We would caution the continued and purported use of SCRCP Rule 11 allegations in motions and pleadings when it is not a rule that you understand and has very particular consequences.
2. We caution you and Ms. Poyer labeling filed motions as “emergency” motions. We are confident that the Court does not view your motions as an “emergency.” This is a very specific designation saved for unique and particular circumstances, including grave risk to life and limb. That is not the case here. We are certain that a Court not only would agree with us, but also does not take kindly to such an overuse of this designation. Please consider this our good faith conference on the issue. We request that you withdraw all alleged motions that have been labeled as “emergency.” If you choose not to do so, and we reserve all rights to seek appropriate recourse (or the Court may act on its own).
3. We are not prepared to discuss any potential settlements at the policy limits or above those limits for many reasons, but, namely, there is absolutely nothing to suggest that pro se plaintiffs’ claims are valued anywhere near the policy limits in this case, irrespective of any purported “jury risk analysis” you may have presented. We do not agree with this analysis, nor have we seen any such analysis in our legal research. In that regard, please understand that some of the documents you have had created (we expect from AI) and some of the jargon you are using thinking that it is common amongst lawyers in the area are not actually documents and/or jargon used.
4. In that at regard, we caution that AI generated documents and any attempted use of AI generated information or legal analysis or use of verbiage in the legal profession are not always correct/accurate. Thus, we further caution your and Ms. Poyer’s use of AI generated information in papers filed with the Court. We also encourage you to research what has happened to lawyers in this profession who have used AI generated research and information in their filings and the ramifications the Court has imposed as a result. We intend to ask the Court to require certifications regarding any use by anyone in this case of AI for anything filed with the Court or served under the Rules of Civil Procedure.

If, upon reading this, you have changed your mind and would like to or are willing to talk, we would still be happy to discuss these issues and try to streamline things. If not, you have been advised of the above outline of issues we intended to discuss.

Thanks,
Justine

Justine M. Tate

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

Sent: Monday, November 3, 2025 12:58 PM

To: Kevin O'Brien (5302) <Kevin.O'Brien@phelps.com>

Cc: Justine Tate (5311) <Justine.Tate@phelps.com>; Alicia Bolyard <abolyard@rlattorneys.com>; Kelsi Sigler <ksigler@rlattorneys.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>; C&M McNeil <mcneilandpoyer@gmail.com>

Subject: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)

Mr. O'Brien,

Thank you for your voicemail message of Friday, October 31, 2025 (received at 3:26 PM), left jointly with Ms. Tate regarding McNeil & Poyer v. SAC 181, LLC et al.

You mentioned the Motion to Dismiss filed on October 29, 2025. I assume you are aware of our October 30, 2025, Response in Opposition and Cross-Motion to Grant Leave to File Second Amended Complaint, which addresses it comprehensively (attached for reference).

Even without the pending Second Amended Complaint, the current Amended Complaint adequately states valid claims against SAC 181 under South Carolina's notice pleading standards, including fraud through agency (Count II; ¶¶37-45), retaliatory conduct (Count IV; ¶¶59-63; § 27-40-910), and negligence via non-delegable duties (Count V; ¶¶14-15, 68-71). The proposed Second Amended Complaint further advances these claims on the merits with additional specificity and evidence. Even if the AC wasn't sufficient, which it is, the 2AC renders SAC 181's Partial MTD and MDS moot under Rule 15(a), SCRCP. Further delay in filing an Answer via these motions appears dilatory absent a strong evidentiary basis and may warrant sanctions under Rule 11 if not grounded in fact or law.

Further, I affirm the need for complete, truthful, and non-evasive responses from SAC 181, LLC in their responses to Plaintiffs' First Set of Interrogatories and Requests for Production of Documents (served October 3, 2025), and the Requests for Admission served October 31, 2025 .

I'm happy to discuss case management issues via email to ensure a clear record for all parties. However, while I appreciate the offer, I do not see a need for a phone call currently, given the reported policy limits and coverage reservations for SAC 181, LLC. Any meaningful settlement discussion with insurance-assigned counsel would require owner-level authorization to discuss parameters above policy limits at the range of JRA5 or higher, especially given that the upcoming JRA6 widens the analysis to systemic conduct patterns with broader implications.

If you have such approval for owner contributions, please confirm in writing, and we can schedule a call. Otherwise, if there are specific procedural matters that you'd like to address, please outline them via email, and I'll respond.

Respectfully,

Chris McNeil

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Charleston, SC 29417

Email: chris@thaut.io; mcneilandpoyer@gmail.com

Telephone: (843) 818-3495

C 3. Transcription of October 31 O'Brien and Tate "joint voicemail"

Kevin O'Brien:

Hi, we're calling for Chris McNeil. This is attorneys Kevin O'Brien and Justine Tate at the Phelps Dunbar Law Firm. We're calling about obviously, your pro se lawsuit, McNeil versus SAC 180 1 et. All. Wanted to talk to you about a few things now that we have our motion to dismiss and chat on a few things. We did send an email before about possibly talking, but it seems that it's a good time now. If you have time today to give us a call back, please do so. You can call either my office direct dial or Justine's. Mine is 7 8 9 5 3 0 2 7 8 9 5 3 0 2. Justine is 9 1 9 7 8 9 5 3 1 1. If you are unavailable for the rest of the day today, it's just short of 3:30 here on Friday, please give us a call on Monday the third. Thank you and we'll look forward to talking with you.

C 4. O'Brien "24 Years" November 4 Email


From: Kevin O'Brien (5302)
To: chris thaut; Justine Tate (5311); Alicia Bolyard; C&M McNeil; emanning@rlattorneys.com
Cc: Kelsi Sigler; Kaylie Stapleton
Subject: RE: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)
Date: Tuesday, November 4, 2025 8:14:08 AM
Attachments: jmaoe001.png
image003.png

Mr. Mc Neil:

There is nothing ironic about what we sent.

We are aware that your current line of work involves AI. Just because you work in or with AI does not mean that it is appropriate for AI to generate legal arguments and analysis, and/or produce all or parts of pleadings or other service papers in a lawsuit. It also does not mean that the AI is right, and in fact, as we were noting in our e-mail yesterday, there are numerous examples of how AI has been wrong about the law, and in some instances completely manufactured/fabricated information and alleged legal precedent. In any event, it is not the equivalent of or a substitute for a law degree, and certainly not the same as multiple state bar admissions and over 24 years of practicing law.

With regard to your arguments about counsel and service, you are mistaken. While Mr. Pettis agreed to accept service of the complaint for SAC 181, he was never counsel of record for SAC 181. Black's Law Dictionary defines "attorney of record" or "counsel of record" as follows: "attorney of record [1]. The lawyer who appears for a party in a lawsuit and who is entitled to receive, on the party's behalf, all pleadings and other formal documents from the court and from other parties. — Also termed counsel of record." ATTORNEY, Black's Law Dictionary (12th ed. 2024). Below is a screenshot of the Court's on-line document list of Case Parties:



Julie J. Armstrong

Charleston County Clerk of Court

Charleston County

Circuit Court Case Details

Public Index

Charleston County Home Page

Clerk of Court Home Page

Magistrates Court

SC Judicial Home Page

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

Case Number:	2025CP1005095	Court Agency:	Common Pleas	Filed Date:	09/09/2025
Case Type:	Common Pleas	Case Sub Type:	Contract/Other 199	File Type:	Mediator - Jury
Status:	Pending/ADR	Assigned Judge:	Clerk Of Court C P, G S, And Family Court	Disposition Judge:	
Disposition:		Disposition Date:			
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Judgments

Tax Map Information

Associated Cases

Actions


























Financials

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Bayles, Adam W					Defendant		09/16/2025
Bayles, Tara					Defendant		09/16/2025
Bolyard, Alicia Noel	146 Fairchild Street, Suite 130 Charleston SC 29492				Defendant Attorney		10/10/2025
Manning, Christopher William	146 Fairchild Street, Ste 130 Charleston SC 29492				Defendant Attorney		10/31/2025
Mcneil, Chris					Plaintiff		09/10/2025
Mcneil, Chris	PO Box 30386 Charleston SC 29417				Plaintiff Pro Se		09/25/2025
Mcneil, James C Chris	PO Box 30386 Charleston SC 29417				Plaintiff Pro Se		09/25/2025
Mcneil, James C	PO Box 30386 Charleston SC 29417				Plaintiff Pro Se		09/25/2025
Mcneil, James C Chris					Plaintiff		10/24/2025
Mcneil, James C					Plaintiff		10/30/2025
Meridian Residential Group Llc					Defendant		09/16/2025
Meridian Residential Properties Llc					Defendant		09/10/2025
MRG Investing Company Llc					Defendant		09/16/2025
O'Brien, Kevin Michael	4300 Edwards Mill Road Suite 600 Raleigh NC 276124399				Defendant Attorney		10/15/2025
Poyer, Meaghan	Post Office Box 30386 Charleston SC 29417				Plaintiff Pro Se		09/24/2025
Poyer, Meaghan					Plaintiff		10/01/2025
SAC 181 Llc					Defendant		10/29/2025
Tate, Justine Marie	4300 Edwards Mill Road Suite 600 Raleigh NC 27612				Defendant Attorney		10/15/2025

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As you can see, Mr. Pettis is not listed anywhere as ever having been counsel in the case. Similarly, attached below is a screenshot of the Court's on-line docket of Actions (filings) in the case:

Mcneil, James C	ADR/Alternative Dispute Resolution (Clerk Workflow)	Action		04/07/2026-14:30		
Mcneil, James C	Notice of Clarificatio Regarding October 24,2025 Mot/f Leave	Filing		10/31/2025-12:20		
Meridian Residential Group Llc	NEF(10-31-2025 10:16:12 AM) Notice/Notice of Appearance	Filing		10/31/2025-10:16		
Meridian Residential Group Llc	Notice/Notice of Appearance	Filing		10/31/2025-10:16		
Mcneil, James C	Motion/Leave to File 2nd Amend Cmplnt & Response/Opposition	Motion		10/30/2025-10:12		
Poyer, Meaghan	Notice of Revocation of Power of Attorney	Filing		10/29/2025-14:30		
Mcneil, James C	Service/Certificate Of Service (3)	Filing		10/29/2025-13:49		
SAC 181 Llc	NEF(10-29-2025 10:51:27 AM) Motion/Dismiss	Filing		10/29/2025-11:07		
SAC 181 Llc	Partial Motion/Dismiss Amended Complaint	Motion		10/29/2025-10:51		
Mcneil, James C	Emergency Motion/Rule 11 Sanctions & Strike Defective Answer	Motion		10/29/2025-10:40		
Mcneil, James C Chris	Motion/Leave to Amend Second Amended Complaint(TOOK OFFLINE)	Motion		10/24/2025-16:17		
Poyer, Meaghan	Power of Attorney Designation James C McNeil Litigation Agen	Filing		10/17/2025-09:58		
SAC 181 Llc	NEF(10-15-2025 01:52:08 PM) Notice/Notice of Appearance	Filing		10/15/2025-13:52		
SAC 181 Llc	Notice/Notice of Appearance	Filing		10/15/2025-13:52		
SAC 181 Llc	NEF(10-15-2025 01:49:14 PM) Notice/Notice of Appearance	Filing		10/15/2025-13:49		
SAC 181 Llc	Notice/Notice of Appearance	Filing		10/15/2025-13:49		
Meridian Residential Group Llc	Notice of Appearance Atty Bolyard	Filing		10/09/2025-18:00		
Meridian Residential Group Llc	Answer to Amended Complaint & Crossclaims	Filing		10/09/2025-18:00		
Poyer, Meaghan	Order/Order Filing Fee	Filing		09/30/2025-16:52		
Poyer, Meaghan	Order/Order Filing Fee	Filing		09/30/2025-16:51		
Poyer, Meaghan	Motion/Expedited Hearing on Motion/Disqualify Counsel	Motion		09/30/2025-08:53		
Poyer, Meaghan	Motion/Compel Insurance Disclosure & F/Sanctions	Motion		09/30/2025-08:52		
Mcneil, James C	Emergency Motion/Redaction of Personal Identifiers	Motion		09/24/2025-15:53		
Mcneil, James C	SEALED - exhibit A & B (attached to affidavit)	Filing		09/24/2025-11:34		
Mcneil, James C	Notice of Change of Address for Service	Filing		09/24/2025-08:51		
Mcneil, James C	Affidavit (Exhibits A & B - SEALED)	Filing		09/24/2025-07:24		
Mcneil, James C	Motion to Disqualify Counsel	Motion		09/19/2025-16:59		
Mcneil, James C	Summons (5)	Filing		09/15/2025-10:25		
Mcneil, James C	Amended Complaint	Filing		09/15/2025-10:22		
Mcneil, James C	Summons & Complaint	Filing		09/09/2025-14:28		

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As you can see, the first Notices of Appearance (and the first filings of any type) on behalf of SAC 181 were the Notices of Appearance that Justine Tate and I filed on October 15, 2025. There is no Notice of Appearance by and no filing from Mr. Pettis. Thus, as we have advised you on multiple occasions, despite your misunderstandings otherwise, Mr. Pettis was never counsel of record for SAC 181.

Thus, your attempt to serve discovery on Mr. Pettis was not proper service on SAC 181 pursuant to the South Carolina Rules of Civil Procedure. Thus, you can send us documents about what you sent to Mr. Pettis, but because Mr. Pettis was not counsel of record, service of discovery upon him is not valid service under the Rules.

From what we have seen and heard, we do not believe you can provide us with discovery requests with a valid certificate of service in compliance with the South Carolina Rules of Civil Procedure. Thus, as your attempted written discovery requests (prior to the Requests for Admissions) have not been properly served, the clock has not begun ticking for SAC 181's responses. We advised you of this previously, and advised that you can serve them on us, and the time for responses will begin running when you do. That still stands.

Sincerely,

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.

C 5. O'Brien "What you are missing" November 6 Email

From: [Kevin O'Brien \(5302\)](#)
To: [chris thaut.io](#); [Alicia Bolyard](#); [Justine Tate \(5311\)](#); [C&M McNeil](#); [Chris Manning](#)
Cc: [Kelsi Sigler](#); [Kaylie Stapleton](#)
Subject: RE: Service by Email (per consent): Notice of Prior Service and Computed Deadlines — 2025-CP-10-05095
Date: Thursday, November 6, 2025 3:52:26 PM
Attachments: [image001.png](#)

Mr. McNeil:

We have already responded to this and explained why you are wrong many times. We will not keep repeating ourselves and keep repeating our objections and positions because you keep serving and saying the same things repeatedly. Our position stands regardless of how many times you keep saying the same thing and asking that people respond with any alternate contention. Consider our position standing.

We are confident that the Court will agree with us.

Sincerely,

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.

CONFIDENTIALITY NOTICE - This e-mail message, including any attachments, is private communication sent by a law firm, Phelps Dunbar LLP, and may contain confidential, legally privileged information meant solely for the intended recipient. If you are not the intended recipient, any use, distribution, or copying of this communication is strictly prohibited. Please notify the sender immediately by replying to this message, then delete the e-mail and any attachments from your system. Thank you.

From: [chris thaut.io](#) <chris@thaut.io>

Sent: Thursday, November 6, 2025 3:15 PM

To: [Alicia Bolyard](#) <abolyard@rlattorneys.com>; [Justine Tate \(5311\)](#) <Justine.Tate@phelps.com>; [Kevin O'Brien \(5302\)](#) <Kevin.O'Brien@phelps.com>; [C&M McNeil](#) <mcneilandpoyer@gmail.com>; [Chris Manning](#) <cmanning@rlattorneys.com>

Cc: [Kelsi Sigler](#) <ksigler@rlattorneys.com>; [Kaylie Stapleton](#) <kstapleton@rlattorneys.com>

Subject: Service by Email (per consent): Notice of Prior Service and Computed Deadlines — 2025-CP-

10-05095

Counsel,

Pursuant to your consent to service by email, please find **served** the attached **Notice of Prior Service and Computed Deadlines** (stamped) with exhibits.

If you contend any specific defendant falls outside the service/representation facts set out in the Notice, identify the **defendant** and the **precise docket entry/date** you rely on, and we'll isolate that narrow issue without disturbing the running deadlines stated in the 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

From: chris thaut.io

Sent: Wednesday, November 5, 2025 12:30 PM

To: 'Alicia Bolyard' <abolyard@rlattorneys.com>; 'Justine Tate (5311)' <Justine.Tate@phelps.com>; 'Kevin O'Brien (5302)' <Kevin.O'Brien@phelps.com>; 'C&M McNeil' <mcneilandpoyer@gmail.com>; 'Chris Manning' <cmanning@rlattorneys.com>

Cc: 'Kelsi Sigler' <ksigler@rlattorneys.com>; 'Kaylie Stapleton' <kstapleton@rlattorneys.com>

Subject: Proof of Service & Running Deadlines — McNeil & Poyer v. SAC 181, LLC, et al. (2025-CP-10-05095)

Counsel,

Apologies for the brief delay as I am sending a few minutes past my stated time due to filing logistics.

This email clarifies the record on written discovery and encloses the supporting exhibits:

- On **October 3, 2025 at 5:17 PM**, Plaintiffs served **Meridian Residential Group, LLC** and **SAC 181, LLC** (and **Adam W. Bayles** and **Tara R. Bayles** individually) with **First Interrogatories** and **First Requests for Production** through then-counsel Eric Pettis. (See **Exhibit B**, transmittal with date/time, recipients, and the four attached discovery PDFs; Exhibit A screenshot.)

As additional notice, Plaintiffs **cc'd Charles Altman** on the 10/3 transmittal (courtesy only). (**Exhibit B.**)

- Plaintiffs also notified **SAC 181's insurer (Ms. Lambert/IPG)** on **10/3/2025** that discovery had been served; she acknowledged receipt. (**Exhibit C.**)
- On **September 10, 2025**, Mr. **Pettis confirmed** he represented "both management and ownership (**SAC 181, LLC**)" and would accept service for those entities. (**Exhibit E.**)
- Certificates of Service are filed and included for convenience. (**Exhibit D.**)

Accordingly, October 3 is the service date for those Interrogatories and RFPs. On the email-service timetable you have invoked, **responses/objections are due Friday, November 7, 2025**. RFAs served **October 31, 2025** are due **Friday, December 5, 2025** on the same timetable.

If you contend that **any specific defendant** was not within Mr. Pettis's representation on **10/3/2025**, please **identify that defendant** and provide **today** the precise **docket entry/date** or written record you rely on so we can isolate any narrow issue **without disturbing the running deadlines for Meridian Residential Group, LLC; SAC 181, LLC; Adam W. Bayles; and Tara R. Bayles.**

For efficiency, Plaintiffs will also file a short **Notice of Prior Service and Computed Deadlines** attaching **Exhibits A–E** to prevent further confusion.

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: chris thaut.io

Sent: Monday, November 3, 2025 6:36 PM

To: Alicia Bolyard <abolyard@rlattorneys.com>; Justine Tate (5311) <Justine.Tate@phelps.com>; Kevin O'Brien (5302) <Kevin.O'Brien@phelps.com>; C&M McNeil <mcneilandpoyer@gmail.com>; Chris Manning <cmanning@rlattorneys.com>

Cc: Kelsi Sigler <ksigler@rlattorneys.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>

Subject: RE: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)

Ms. Bolyard,

Thank you for your email. Discovery was properly served on October 3, 2025 to counsel then of record for all then-defendants, including your clients.

Complete documentation demonstrating proper service will be provided to all counsel by 12:00 Noon Wednesday, November 5, 2025, as previously indicated.

Mr. Manning has been added to our service list.

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: Alicia Bolyard <abolyard@rlattorneys.com>
Sent: Monday, November 3, 2025 4:39 PM
To: Justine Tate (5311) <Justine.Tate@phelps.com>; Kevin O'Brien (5302) <Kevin.O'Brien@phelps.com>; chris thaut.io <chris@thaut.io>; C&M McNeil <mcneilandpoyer@gmail.com>; Chris Manning <cmanning@rlattorneys.com>
Cc: Kelsi Sigler <ksigler@rlattorneys.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>
Subject: RE: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)

Good afternoon Mr. McNeil,

Please consider this message as Meridian Residential and Mr. and Mrs. Bayles joinder in the arguments and issues addressed below by counsel for SAC 181, LLC in its entirety. We do not agree to any proposed stipulation changing what is set out in South Carolina Rules of Civil Procedure and the Supreme Court's May 6, 2022 Order RE: Service by E-Mail in the Trial Courts. Please provide a copy of any discovery requests you purport were provided to Mr. Pettis with regards to my clients at your earliest convenience. Please feel free to reach out to me to discuss further.

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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| NEW YORK | NEVADA (2) | SOUTH CAROLINA (2) | TEXAS (5) | UTAH | LONDON, UK

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From: Justine Tate (5311) <Justine.Tate@phelps.com>

Sent: Monday, November 3, 2025 3:22 PM

To: Kevin O'Brien (5302) <Kevin.O'Brien@phelps.com>; chris thaut.io <chris@thaut.io>; Alicia Bolyard <abolyard@rlattorneys.com>; C&M McNeil <mcneilandpoyer@gmail.com>; Chris Manning <cmanning@rlattorneys.com>

Cc: Kelsi Sigler <ksigler@rlattorneys.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>

Subject: RE: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)

Hi Mr. McNeil,

We respond to your note below as follows.

First, yes, we are aware of pro se plaintiffs' response opposing our Motion to Dismiss. We filed our Motion to Dismiss in response to the only currently pending pleading on record. Your motion for leave to amend your complaint

does not moot our Motion to Dismiss. With regard to your Motion for Leave to Amend, we plan to oppose such motion and believe that the Court will deny it (based upon futility as it would be subject to a motion to dismiss and/or for a more definite statement).

Second, as for discovery purportedly issued by pro se plaintiffs, it is our understanding that, at some point, pro se plaintiffs attempted to issue written discovery to Defendant SAC in this matter. As we advised you in a prior e-mail, it has not been served upon us as counsel of record to date (other than the Requests for Admission issued on 10/31) and thus, we wanted to note that we do not consider any such written discovery served on SAC. It is our further understanding that, at some point in time, such requests were emailed to Mr. Pettis, who is not counsel of record for SAC (and never was) because he never made a notice of appearance in this case. There is also no Certificate of Service reflecting service on us as counsel for Defendant SAC or Defendant SAC's registered agent. Thus, any such e-mail correspondence attempting to serve discovery did not start the 35 day clock. As counsel of record for Defendant SAC, we are happy to accept service of any written discovery pro se plaintiffs wish to propound on Defendant SAC going forward (in addition to the Requests for Admission), should you elect to do so.

We reached out to you last week to short cut some of these things, but if you and/or Ms. Poyer do not wish to chat with us, so be it. Below is what we planned to discuss.

1. We would caution the continued and purported use of SCRCP Rule 11 allegations in motions and pleadings when it is not a rule that you understand and has very particular consequences.
2. We caution you and Ms. Poyer labeling filed motions as "emergency" motions. We are confident that the Court does not view your motions as an "emergency." This is a very specific designation saved for unique and particular circumstances, including grave risk to life and limb. That is not the case here. We are certain that a Court not only would agree with us, but also does not take kindly to such an overuse of this designation. Please consider this our good faith conference on the issue. We request

that you withdraw all alleged motions that have been labeled as “emergency.” If you choose not to do so, and we reserve all rights to seek appropriate recourse (or the Court may act on its own).

3. We are not prepared to discuss any potential settlements at the policy limits or above those limits for many reasons, but, namely, there is absolutely nothing to suggest that pro se plaintiffs’ claims are valued anywhere near the policy limits in this case, irrespective of any purported “jury risk analysis” you may have presented. We do not agree with this analysis, nor have we seen any such analysis in our legal research. In that regard, please understand that some of the documents you have had created (we expect from AI) and some of the jargon you are using thinking that it is common amongst lawyers in the area are not actually documents and/or jargon used.
4. In that at regard, we caution that AI generated documents and any attempted use of AI generated information or legal analysis or use of verbiage in the legal profession are not always correct/accurate. Thus, we further caution your and Ms. Poyer’s use of AI generated information in papers filed with the Court. We also encourage you to research what has happened to lawyers in this profession who have used AI generated research and information in their filings and the ramifications the Court has imposed as a result. We intend to ask the Court to require certifications regarding any use by anyone in this case of AI for anything filed with the Court or served under the Rules of Civil Procedure.

If, upon reading this, you have changed you mind and would like to or are willing to talk, we would still be happy to discuss these issues and try to streamline things. If not, you have been advised of the above outline of issues we intended to discuss.

Thanks,
Justine

Justine M. Tate

Phelps Dunbar LLP
4300 Edwards Mill Road
Suite 600
Raleigh, NC 27612

Direct: 919-789-5311

Fax: 919-789-5301

Email: justine.tate@phelps.com

Please note our recent change of address.

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

Sent: Monday, November 3, 2025 12:58 PM

To: Kevin O'Brien (5302) <Kevin.O'Brien@phelps.com>

Cc: Justine Tate (5311) <Justine.Tate@phelps.com>; Alicia Bolyard <abolyard@rlattorneys.com>;

Kelsi Sigler <ksigler@rlattorneys.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>; C&M

McNeil <mcneilandpoyer@gmail.com>

Subject: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)

Mr. O'Brien,

Thank you for your voicemail message of Friday, October 31, 2025 (received at 3:26 PM), left jointly with Ms. Tate regarding McNeil & Poyer v. SAC 181, LLC et al.

You mentioned the Motion to Dismiss filed on October 29, 2025. I assume you are aware of our October 30, 2025, Response in Opposition and Cross-Motion to Grant Leave to File Second Amended Complaint, which addresses it comprehensively (attached for reference).

Even without the pending Second Amended Complaint, the current Amended Complaint adequately states valid claims against SAC 181 under South Carolina's notice pleading standards, including fraud through agency (Count II; ¶¶37-45), retaliatory conduct (Count IV; ¶¶59-63; § 27-40-910), and negligence via non-delegable duties (Count V; ¶¶14-15, 68-71).

The proposed Second Amended Complaint further advances these claims on the merits with additional specificity and evidence. Even if the AC wasn't sufficient, which it is, the 2AC renders SAC 181's Partial MTD and MDS moot under Rule 15(a), SCRCP. Further delay in filing an Answer via these motions appears dilatory absent a strong evidentiary basis and may

warrant sanctions under Rule 11 if not grounded in fact or law.

Further, I affirm the need for complete, truthful, and non-evasive responses from SAC 181, LLC in their responses to Plaintiffs' First Set of Interrogatories and Requests for Production of Documents (served October 3, 2025), and the Requests for Admission served October 31, 2025 .

I'm happy to discuss case management issues via email to ensure a clear record for all parties. However, while I appreciate the offer, I do not see a need for a phone call currently, given the reported policy limits and coverage reservations for SAC 181, LLC. Any meaningful settlement discussion with insurance-assigned counsel would require owner-level authorization to discuss parameters above policy limits at the range of JRA5 or higher, especially given that the upcoming JRA6 widens the analysis to systemic conduct patterns with broader implications.

If you have such approval for owner contributions, please confirm in writing, and we can schedule a call. Otherwise, if there are specific procedural matters that you'd like to address, please outline them via email, and I'll respond.

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

C 6. O'Brien "Why you are wrong" November 6 Email

From: [Kevin O'Brien \(5302\)](#)
To: [chris thaut.io](#); [Alicia Bolyard](#); [Justine Tate \(5311\)](#); [C&M McNeil](#); [Chris Manning](#)
Cc: [Kelsi Sigler](#); [Kaylie Stapleton](#)
Subject: RE: Service by Email (per consent): Notice of Prior Service and Computed Deadlines — 2025-CP-10-05095
Date: Thursday, November 6, 2025 3:52:26 PM
Attachments: [image001.png](#)

Mr. McNeil:

We have already responded to this and explained why you are wrong many times. We will not keep repeating ourselves and keep repeating our objections and positions because you keep serving and saying the same things repeatedly. Our position stands regardless of how many times you keep saying the same thing and asking that people respond with any alternate contention. Consider our position standing.

We are confident that the Court will agree with us.

Sincerely,

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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From: [chris thaut.io](#) <chris@thaut.io>

Sent: Thursday, November 6, 2025 3:15 PM

To: [Alicia Bolyard](#) <abolyard@rlattorneys.com>; [Justine Tate \(5311\)](#) <Justine.Tate@phelps.com>; [Kevin O'Brien \(5302\)](#) <Kevin.O'Brien@phelps.com>; [C&M McNeil](#) <mcneilandpoyer@gmail.com>; [Chris Manning](#) <cmanning@rlattorneys.com>

Cc: [Kelsi Sigler](#) <ksigler@rlattorneys.com>; [Kaylie Stapleton](#) <kstapleton@rlattorneys.com>

Subject: Service by Email (per consent): Notice of Prior Service and Computed Deadlines — 2025-CP-

10-05095

Counsel,

Pursuant to your consent to service by email, please find **served** the attached **Notice of Prior Service and Computed Deadlines** (stamped) with exhibits.

If you contend any specific defendant falls outside the service/representation facts set out in the Notice, identify the **defendant** and the **precise docket entry/date** you rely on, and we'll isolate that narrow issue without disturbing the running deadlines stated in the 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

From: chris thaut.io

Sent: Wednesday, November 5, 2025 12:30 PM

To: 'Alicia Bolyard' <abolyard@rlattorneys.com>; 'Justine Tate (5311)' <Justine.Tate@phelps.com>; 'Kevin O'Brien (5302)' <Kevin.O'Brien@phelps.com>; 'C&M McNeil' <mcneilandpoyer@gmail.com>; 'Chris Manning' <cmanning@rlattorneys.com>

Cc: 'Kelsi Sigler' <ksigler@rlattorneys.com>; 'Kaylie Stapleton' <kstapleton@rlattorneys.com>

Subject: Proof of Service & Running Deadlines — McNeil & Poyer v. SAC 181, LLC, et al. (2025-CP-10-05095)

Counsel,

Apologies for the brief delay as I am sending a few minutes past my stated time due to filing logistics.

This email clarifies the record on written discovery and encloses the supporting exhibits:

- On **October 3, 2025 at 5:17 PM**, Plaintiffs served **Meridian Residential Group, LLC** and **SAC 181, LLC** (and **Adam W. Bayles** and **Tara R. Bayles** individually) with **First Interrogatories** and **First Requests for Production** through then-counsel Eric Pettis. (See **Exhibit B**, transmittal with date/time, recipients, and the four attached discovery PDFs; Exhibit A screenshot.)

As additional notice, Plaintiffs **cc'd Charles Altman** on the 10/3 transmittal (courtesy only). (**Exhibit B.**)

- Plaintiffs also notified **SAC 181's insurer (Ms. Lambert/IPG)** on **10/3/2025** that discovery had been served; she acknowledged receipt. (**Exhibit C.**)
- On **September 10, 2025**, Mr. **Pettis confirmed** he represented “both management and ownership (**SAC 181, LLC**)” and would accept service for those entities. (**Exhibit E.**)
- Certificates of Service are filed and included for convenience. (**Exhibit D.**)

Accordingly, October 3 is the service date for those Interrogatories and RFPs. On the email-service timetable you have invoked, **responses/objections are due Friday, November 7, 2025**. RFAs served **October 31, 2025** are due **Friday, December 5, 2025** on the same timetable.

If you contend that **any specific defendant** was not within Mr. Pettis's representation on **10/3/2025**, please **identify that defendant** and provide **today** the precise **docket entry/date** or written record you rely on so we can isolate any narrow issue **without disturbing the running deadlines for Meridian Residential Group, LLC; SAC 181, LLC; Adam W. Bayles; and Tara R. Bayles.**

For efficiency, Plaintiffs will also file a short **Notice of Prior Service and Computed Deadlines** attaching **Exhibits A–E** to prevent further confusion.

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: chris thaut.io

Sent: Monday, November 3, 2025 6:36 PM

To: Alicia Bolyard <abolyard@rlattorneys.com>; Justine Tate (5311) <Justine.Tate@phelps.com>; Kevin O'Brien (5302) <Kevin.O'Brien@phelps.com>; C&M McNeil <mcneilandpoyer@gmail.com>; Chris Manning <cmanning@rlattorneys.com>

Cc: Kelsi Sigler <ksigler@rlattorneys.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>

Subject: RE: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)

Ms. Bolyard,

Thank you for your email. Discovery was properly served on October 3, 2025 to counsel then of record for all then-defendants, including your clients.

Complete documentation demonstrating proper service will be provided to all counsel by 12:00 Noon Wednesday, November 5, 2025, as previously indicated.

Mr. Manning has been added to our service list.

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: Alicia Bolyard <abolyard@rlattorneys.com>
Sent: Monday, November 3, 2025 4:39 PM
To: Justine Tate (5311) <Justine.Tate@phelps.com>; Kevin O'Brien (5302) <Kevin.O'Brien@phelps.com>; chris thaut.io <chris@thaut.io>; C&M McNeil <mcneilandpoyer@gmail.com>; Chris Manning <cmanning@rlattorneys.com>
Cc: Kelsi Sigler <ksigler@rlattorneys.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>
Subject: RE: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)

Good afternoon Mr. McNeil,

Please consider this message as Meridian Residential and Mr. and Mrs. Bayles joinder in the arguments and issues addressed below by counsel for SAC 181, LLC in its entirety. We do not agree to any proposed stipulation changing what is set out in South Carolina Rules of Civil Procedure and the Supreme Court's May 6, 2022 Order RE: Service by E-Mail in the Trial Courts. Please provide a copy of any discovery requests you purport were provided to Mr. Pettis with regards to my clients at your earliest convenience. Please feel free to reach out to me to discuss further.

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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From: Justine Tate (5311) <Justine.Tate@phelps.com>

Sent: Monday, November 3, 2025 3:22 PM

To: Kevin O'Brien (5302) <Kevin.O'Brien@phelps.com>; chris thaut.io <chris@thaut.io>; Alicia Bolyard <abolyard@rlattorneys.com>; C&M McNeil <mcneilandpoyer@gmail.com>; Chris Manning <cmanning@rlattorneys.com>

Cc: Kelsi Sigler <ksigler@rlattorneys.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>

Subject: RE: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)

Hi Mr. McNeil,

We respond to your note below as follows.

First, yes, we are aware of pro se plaintiffs' response opposing our Motion to Dismiss. We filed our Motion to Dismiss in response to the only currently pending pleading on record. Your motion for leave to amend your complaint

does not moot our Motion to Dismiss. With regard to your Motion for Leave to Amend, we plan to oppose such motion and believe that the Court will deny it (based upon futility as it would be subject to a motion to dismiss and/or for a more definite statement).

Second, as for discovery purportedly issued by pro se plaintiffs, it is our understanding that, at some point, pro se plaintiffs attempted to issue written discovery to Defendant SAC in this matter. As we advised you in a prior e-mail, it has not been served upon us as counsel of record to date (other than the Requests for Admission issued on 10/31) and thus, we wanted to note that we do not consider any such written discovery served on SAC. It is our further understanding that, at some point in time, such requests were emailed to Mr. Pettis, who is not counsel of record for SAC (and never was) because he never made a notice of appearance in this case. There is also no Certificate of Service reflecting service on us as counsel for Defendant SAC or Defendant SAC's registered agent. Thus, any such e-mail correspondence attempting to serve discovery did not start the 35 day clock. As counsel of record for Defendant SAC, we are happy to accept service of any written discovery pro se plaintiffs wish to propound on Defendant SAC going forward (in addition to the Requests for Admission), should you elect to do so.

We reached out to you last week to short cut some of these things, but if you and/or Ms. Poyer do not wish to chat with us, so be it. Below is what we planned to discuss.

1. We would caution the continued and purported use of SCRCP Rule 11 allegations in motions and pleadings when it is not a rule that you understand and has very particular consequences.
2. We caution you and Ms. Poyer labeling filed motions as "emergency" motions. We are confident that the Court does not view your motions as an "emergency." This is a very specific designation saved for unique and particular circumstances, including grave risk to life and limb. That is not the case here. We are certain that a Court not only would agree with us, but also does not take kindly to such an overuse of this designation. Please consider this our good faith conference on the issue. We request

that you withdraw all alleged motions that have been labeled as “emergency.” If you choose not to do so, and we reserve all rights to seek appropriate recourse (or the Court may act on its own).

3. We are not prepared to discuss any potential settlements at the policy limits or above those limits for many reasons, but, namely, there is absolutely nothing to suggest that pro se plaintiffs’ claims are valued anywhere near the policy limits in this case, irrespective of any purported “jury risk analysis” you may have presented. We do not agree with this analysis, nor have we seen any such analysis in our legal research. In that regard, please understand that some of the documents you have had created (we expect from AI) and some of the jargon you are using thinking that it is common amongst lawyers in the area are not actually documents and/or jargon used.
4. In that at regard, we caution that AI generated documents and any attempted use of AI generated information or legal analysis or use of verbiage in the legal profession are not always correct/accurate. Thus, we further caution your and Ms. Poyer’s use of AI generated information in papers filed with the Court. We also encourage you to research what has happened to lawyers in this profession who have used AI generated research and information in their filings and the ramifications the Court has imposed as a result. We intend to ask the Court to require certifications regarding any use by anyone in this case of AI for anything filed with the Court or served under the Rules of Civil Procedure.

If, upon reading this, you have changed you mind and would like to or are willing to talk, we would still be happy to discuss these issues and try to streamline things. If not, you have been advised of the above outline of issues we intended to discuss.

Thanks,
Justine

Justine M. Tate

Phelps Dunbar LLP
4300 Edwards Mill Road
Suite 600
Raleigh, NC 27612

Direct: 919-789-5311

Fax: 919-789-5301

Email: justine.tate@phelps.com

Please note our recent change of address.

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

Sent: Monday, November 3, 2025 12:58 PM

To: Kevin O'Brien (5302) <Kevin.O'Brien@phelps.com>

Cc: Justine Tate (5311) <Justine.Tate@phelps.com>; Alicia Bolyard <abolyard@rlattorneys.com>;

Kelsi Sigler <ksigler@rlattorneys.com>; Kaylie Stapleton <kstapleton@rlattorneys.com>; C&M

McNeil <mcneilandpoyer@gmail.com>

Subject: Voicemail Regarding McNeil & Poyer v. SAC 181, LLC et al. (Case No. 2025-CP-10-05095)

Mr. O'Brien,

Thank you for your voicemail message of Friday, October 31, 2025 (received at 3:26 PM), left jointly with Ms. Tate regarding McNeil & Poyer v. SAC 181, LLC et al.

You mentioned the Motion to Dismiss filed on October 29, 2025. I assume you are aware of our October 30, 2025, Response in Opposition and Cross-Motion to Grant Leave to File Second Amended Complaint, which addresses it comprehensively (attached for reference).

Even without the pending Second Amended Complaint, the current Amended Complaint adequately states valid claims against SAC 181 under South Carolina's notice pleading standards, including fraud through agency (Count II; ¶¶37-45), retaliatory conduct (Count IV; ¶¶59-63; § 27-40-910), and negligence via non-delegable duties (Count V; ¶¶14-15, 68-71).

The proposed Second Amended Complaint further advances these claims on the merits with additional specificity and evidence. Even if the AC wasn't sufficient, which it is, the 2AC renders SAC 181's Partial MTD and MDS moot under Rule 15(a), SCRCP. Further delay in filing an Answer via these motions appears dilatory absent a strong evidentiary basis and may

warrant sanctions under Rule 11 if not grounded in fact or law.

Further, I affirm the need for complete, truthful, and non-evasive responses from SAC 181, LLC in their responses to Plaintiffs' First Set of Interrogatories and Requests for Production of Documents (served October 3, 2025), and the Requests for Admission served October 31, 2025 .

I'm happy to discuss case management issues via email to ensure a clear record for all parties. However, while I appreciate the offer, I do not see a need for a phone call currently, given the reported policy limits and coverage reservations for SAC 181, LLC. Any meaningful settlement discussion with insurance-assigned counsel would require owner-level authorization to discuss parameters above policy limits at the range of JRA5 or higher, especially given that the upcoming JRA6 widens the analysis to systemic conduct patterns with broader implications.

If you have such approval for owner contributions, please confirm in writing, and we can schedule a call. Otherwise, if there are specific procedural matters that you'd like to address, please outline them via email, and I'll respond.

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