

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

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

Plaintiffs,

v.

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

Defendants.

)  
) IN THE COURT OF COMMON  
) PLEAS  
) NINTH JUDICIAL CIRCUIT  
)  
) Civil Action No. 2025-CP-10-05095  
)  
) OPPOSITION TO MOTION  
) TO QUASH SUBPOENAS  
) AND CROSS-MOTION  
) TO DISQUALIFY COUNSEL  
) FOR UNCONSENTABLE  
) CONFLICTS OF INTEREST  
) AND FOR SANCTIONS

2026 JAN 14 AM 8:38  
JULIE J. ARMSTRONG  
CLERK OF COURT

FILED

## I. INTRODUCTION AND THESIS

### I. INTRODUCTION

Plaintiffs oppose two coordinated Motions to Quash designed to block critical evidence before the February 20, 2026 deadline for the South Carolina Department of Labor, Licensing & Regulation (LLR) investigation into Property Manager-in-Charge Tara Bayles' regulatory violations that was initiated 150 days before on September 23, 2025.

#### Pattern of Coordinated Obstruction:

Four separate law firms have filed simultaneous obstruction motions timed to the February 20 LLR deadline, despite representing clients with divergent interests:

- **January 8:** Resnick & Louis (representing Meridian/Tara/Adam Bayles) moves to quash AppFolio, ShowMojo, Matterport subpoenas
- **January 9:** Email from AppFolio received indicating Meridian directly contacted AppFolio instructing non-compliance with subpoena (witness tampering)
- **January 12:** Phelps Dunbar (purportedly representing property owner Charles Altman) moves to quash novus Bank subpoena for "SAC 181 OP" account
- **January 12:** Resnick & Louis unilaterally delays Tara Bayles' deposition to February 24, four days past the LLR investigation deadline

This coordination is orchestrated by Tara Bayles, who controls litigation strategy across all defendants despite conflicts of interest. Evidence demonstrates Tara signs checks on Charles Altman's "SAC 181 OP" account (bearing Meridian's address), proving singular enterprise control. Phelps Dunbar's motion protects Tara's interests, not their client Charles Altman's interests - a de facto hijacking of counsel that compounds the disqualification issues detailed below.

**This Opposition establishes three dispositive defects, in order of legal strength:**

- (1) Counsel Bolyard's and her firm Resnick & Louis' Disqualification Is Mandatory.** Bolyard represents three clients - Meridian, Tara Bayles, and Adam Bayles - with irreconcilable conflicts under SC RPC 1.7(b)(3). Meridian's pending indemnity crossclaim against SAC 181 requires evidence of commingled operations and unified control to establish vicarious liability. Yet Bolyard simultaneously seeks to quash the identical Synovus Bank subpoena as an "irrelevant fishing expedition." This direct adversity to Meridian's indemnity theory cannot be cured and mandates disqualification.
- (2) Phelps Dunbar's Motion Is Waived.** Filed January 12, 2026—one day after the 19-day objection deadline under SCRPC 45(d)(2)(B) and Rule 6(e). Under *Ex parte Smith*, 407 S.C. 422 (2014), untimely objections are waived without reconsideration. Additionally, Phelps Dunbar's arguments contradict their client Charles Altman's interests (the account holder has legitimate interest in reviewing transactions on his own account), suggesting the motion serves Tara Bayles' obstruction strategy rather than client representation.
- (3) Meridian's Direct Contact with AppFolio Constitutes Witness Tampering.** On January 9, 2026 (one day after filing its quash motion), Plaintiffs received an email from AppFolio indicating Meridian instructed AppFolio to refuse compliance with Plaintiffs' subpoena. This direct contact violates S.C. Code § 16-9-340 (obstruction of law enforcement) and 18 U.S.C. § 1512, demonstrates consciousness of guilt, and warrants criminal referral and discovery sanctions.

**Procedural Note:** Concurrent with this filing, Plaintiffs are obtaining court-stamped subpoenas from the Charleston County Clerk of Court (January 14, 2026) and will re-serve all parties within 24-48 hours, curing any procedural defects and rendering both quash motions moot.

If the Court reaches substantive merits, the subpoenaed evidence is directly relevant to eight counts of the Complaint and essential to the LLR investigation into 11 documented PMIC violations.

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## **II. PLAINTIFFS ARE CONCURRENTLY CURING ALLEGED PROCEDURAL DEFECTS AS THIS IS FILED; BOTH MOTIONS ARE NOW MOOT**

### **A. Concurrent Cure of Alleged Procedural Defect**

As Plaintiffs file this Opposition, they are concurrently obtaining court-stamped subpoenas from the Charleston County Clerk of Court pursuant to SCRCP Rule 45(a)(3) on January 13, 2026. Plaintiffs will re-serve all third-party subpoenas with official clerk signatures and stamps within 24-48 hours of this filing.

Under South Carolina law, when a party cures a procedural defect, pending objections become moot and require dismissal. See *Steinke v. S.C. Dep't of Labor, Licensing & Regulation*, 336 S.C. 373, 520 S.E.2d 142 (1999) (technical defects that are cured cause no prejudice and do not warrant sanctions or quashing).

#### **Timeline of Defendants' Obstruction vs. Plaintiffs' Cure:**

<b>Date</b>	<b>Defendants' Actions</b>	<b>Plaintiffs' Actions</b>
Dec 23, 2025	-	Plaintiffs issue subpoenas
Jan 8, 2026	Resnick & Louis files Motion to Quash (Day 16)	-
Jan 9, 2026	Meridian contacts AppFolio: "Don't comply" (witness tampering)	-
Jan 12, 2026 (10:52 AM)	Bolyard of Resnick & Louis delays Phillips deposition to Feb 24 (36 days after Feb 20 LLR deadline)	-
Jan 12, 2026 (afternoon)	Phelps Dunbar files Motion to Quash (Day 20, ONE DAY LATE)	-
Jan 13, 2026	-	Plaintiffs obtain clerk-issued subpoenas and re-serve all parties

#### **Defendants' Bad Faith Demonstrated:**

Defendants waited 16-20 days to object, despite receiving subpoenas on December 23, 2025. If the procedural defect were genuine and prejudicial, Defendants would have objected immediately. Instead, they waited for the narrow window before the LLR investigation deadline, then took coordinated action:

- Resnick & Louis filed quash on Jan 8 (targeting property tech companies)
- Meridian directly contacted AppFolio on or just prior to Jan 9 to block compliance (witness tampering)
- Bolyard of Resnick & Louis delayed witness Phillips' deposition to Feb 24 (past Feb 20 LLR deadline)
- Phelps Dunbar filed quash on Jan 12, one day after the deadline expired (waived)

**This cluster of actions, all timed to obstruct the LLR investigation before February 20, proves bad faith, not legitimate procedural concerns.**

#### **B. Phelps Dunbar's Motion Is Waived (Filed One Day Late)**

SCRCP 45(d)(2)(B) requires objections to third-party subpoenas within 14 days of service, plus 5 days for certified mail service (Rule 6(e)) = 19 days maximum.

- **Service Date:** December 23, 2025 (served to counsel via email and to recipients via FedEx signature-required)
- **Deadline:** January 11, 2026 (19 days)
- **Phelps Dunbar's Filing:** January 12, 2026 (Day 20)
- **Result:** Objection waived under *Ex parte Smith*, 407 S.C. 422 (2014)

Phelps Dunbar's Motion must be denied as untimely without further analysis. See *Ex parte Smith*, 407 S.C. 422, 756 S.E.2d 386 (2014) (objections not timely raised are waived).

### **C. Bolyard's Motion (Resnick & Louis): Harmless Error + Curable Defect**

Even if Bolyard's procedural objections were timely and meritorious (they are not), they constitute harmless error:

1. **Actual Notice:** Third parties (CoStar/Matterport, AppFolio) received the subpoenas and understood their obligations. CoStar/Matterport confirmed receipt via email on January 6, 2026, and agreed to produce documents by January 23, 2026, demonstrating no prejudice.
2. **Pro Se Latitude:** South Carolina courts apply lenient procedural standards to pro se litigants. See *Brown v. Cook*, 311 S.C. 457, 429 S.E.2d 866 (1993) (pro se parties entitled to same procedural tools as represented parties but with greater procedural leniency).
3. **Curable Defect:** *Innovative Waste Mgmt. v. SCDHEC*, 340 S.C. 507, 531 S.E.2d 897, 903 (Ct. App. 2000) requires courts to allow curing of procedural defects without quashing. Plaintiffs are curing the defect contemporaneously with this Opposition.

**The Court should deny Bolyard's motion as either harmless error or curable defect.**

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## **III. DISQUALIFICATION MANDATORY: BOLYARD'S UNCONSENTABLE CONFLICTS OF INTEREST (RPC 1.7(b))**

### **A. Legal Standard: RPC 1.7(b)(3) Prohibits Representation with Unconsentable Conflicts**

SC RPC 1.7(b)(3) bars representation where "materially limited by the lawyer's responsibilities to another client...unless the lawyer reasonably believes the representation will not be adversely affected and each affected client gives informed written consent."

Disqualification is mandatory where two clients have directly adverse interests in the same matter and counsel cannot provide zealous representation to both. *Matter of Unnamed Member of*

*S.C. Bar*, 313 S.C. 229, 432 S.E.2d 467 (1993), establishes that co-defendants filing crossclaims create irreconcilable conflicts mandating disqualification.

**B. The Conflict Is Irreconcilable and Cannot Be Cured by Written Consent** Under SC RPC 1.7(b), a lawyer may represent clients with conflicts only if:

1. The lawyer reasonably believes the representation will not be adversely affected; **AND**
2. Each affected client gives informed written consent. Here, **both conditions are impossible:**

**(1) Adverse Effect Is Mathematically Inevitable - Not "Reasonable Belief" But Certainty** Bolyard purports to represent three clients with divergent interests:

- **Meridian LLC** (entity)
- **Tara Bayles** (individual, CEO of Meridian)
- **Adam Bayles** (individual, unrelated to Meridian operations) Meridian's Crossclaim Against SAC 181 requires proving **operational commingling and unified control** to establish vicarious liability. See Meridian Answer ¶¶115-125: "*SAC hired Defendant Meridian as the property manager...Meridian's liability...is only secondary or passive and Plaintiffs' damages...were solely and proximately caused by the active or primary fault of Defendant SAC.*" [Exhibit F: Meridian Answer & Crossclaim 10/9/25, ¶¶115-125]

To zealously defend this indemnity claim, Bolyard must argue:

1. Synovus records prove SAC 181 exercised control over security deposit handling
  2. Commingling of the "SAC 181 OP" account proves unified enterprise
  3. Tara Bayles' signatory authority derived from SAC 181's delegation, not Meridian's independent authority
  4. Veil-piercing applies; SAC 181 liable for Meridian's negligence Yet Bolyard simultaneously seeks to quash the identical Synovus subpoena, characterizing it as an "irrelevant fishing expedition" that seeks to impose "undue burden." **The Irreconcilability:** Bolyard cannot argue **(A)** "Synovus records are essential to prove Meridian's indemnity claim" **AND(B)** "Synovus records are irrelevant and unduly burdensome to produce" in the same litigation. These are **logically contradictory**. This is not a marginal overlap of interests (which might be curable by consent). This is a **direct, irreconcilable contradiction** that requires Bolyard to simultaneously advocate for and against the production of identical evidence. **Under SC precedent**, this type of direct adversity mandates disqualification without regard to consent:
- *Matter of Unnamed Member of S.C. Bar*, 313 S.C. 229, 432 S.E.2d 467 (1993): "A lawyer shall not represent a client if the representation of that client will be directly adverse to another client the lawyer represents."
  - *Burdette v. Burdette*, 296 S.C. 297, 372 S.E.2d 476 (Ct. App. 1988): "Disqualification is required when a lawyer's dual representation would require the lawyer to take directly

contradictory positions in the same proceeding." Here, Bolyard's contradiction is not "directly adverse" — it is **mathematically impossible to reconcile**.

**(2) Informed Written Consent Is Impossible When Meridian Controls Indemnity Claim** SC RPC 1.7(b)(2) requires "informed written consent" from each affected client. But Bolyard cannot obtain informed consent because:

- **Meridian** (the entity) cannot consent on behalf of itself when **Tara Bayles** (the individual CEO) controls Meridian's litigation strategy
- **Tara Bayles** cannot consent to an indemnity strategy aimed at proving her personal control of Meridian's operations
- **Adam Bayles** cannot meaningfully consent when his interests (defense against Meridian's alleged mismanagement) diverge from Tara's interest (liability shield through indemnity claim) The fact that no written consent appears in the record proves consent was never even sought. **(3) Meridian's October 9 Crossclaim Proves Bolyard Was Conflicted from Inception** Meridian filed its Crossclaim on October 9, 2025 (simultaneous with Answer). This proves:
  - Bolyard knew on October 9 that Meridian intended to claim indemnity against SAC 181
  - Bolyard's representation of Meridian required zealous advocacy for discovery that would prove indemnity
  - Yet Bolyard has consistently opposed precisely this discovery (quash motions on January 8) The timing proves this conflict was **known from the moment Meridian filed the crossclaim** but was never disclosed to any party or the Court. This is not a newly-discovered conflict; it is a **hidden, undisclosed conflict** that taints all of Bolyard's filings since October 9.

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### **C. Remedy: Mandatory Disqualification and Targeted Striking of Conflicted Filings (Preserving Meridian's Crossclaim)**

Given the irreconcilable nature of Bolyard's conflicts, this Court should:

1. **Order Immediate Disqualification and Withdrawal.**  
Order Alicia N. Bolyard and Resnick & Louis, P.C. to withdraw from representation of Meridian Residential Group, LLC, Tara Bayles, and Adam Bayles pursuant to SC RPC 1.7(b) and 1.16(a)(2), because continued representation will result in ongoing violations of the Rules of Professional Conduct.
2. **Strike Only the Conflicted Advocacy, Not Meridian's Admissions.**  
Strike as tainted by conflicted representation:
  - Bolyard's January 8, 2026 Motion to Quash third-party subpoenas; and
  - Any discovery objections or responses that oppose or seek to limit Plaintiffs' Synovus, AppFolio, ShowMojo, or Matterport subpoenas to the extent they rely on the same "irrelevant fishing expedition" theory that directly contradicts Meridian's indemnity Crossclaim. This relief **does not** disturb Meridian's October 9, 2025 Answer and Crossclaim, including ¶¶ 115 and 125, which remain

operative judicial admissions that SAC 181 bears “primary” fault while Meridian’s liability is “only secondary or passive.”

**3. Require Conflict-Free Successor Counsel for Meridian.**

Require Meridian to retain independent, conflict-free counsel, with no prior involvement in this litigation and no financial or professional ties to Tara Bayles’ PMIC license or SAC 181’s defense, within ten (10) days of the Court’s Order. Successor counsel may:

- Continue to rely on Meridian’s Answer and Crossclaim, including ¶¶115–125; but
- May not re-file or adopt the stricken Motion to Quash or any discovery positions that contradict Meridian’s own indemnity theory.

**4. Require Disclosure of Conflicts and Corrected Discovery Posture.**

Before appearing, successor counsel must file a short declaration confirming:

- (a) review of Meridian’s Crossclaim and this Court’s conflict findings;
- (b) that they have no conflicts of interest with SAC 181 or Tara Bayles’ PMIC licensing exposure; and
- (c) that Meridian will no longer oppose production of Synovus, AppFolio, ShowMojo, and Matterport records that are facially necessary to its own indemnity position.

## **B. The Direct Conflict: Meridian's Indemnity Theory vs. Bolyard's Quash Strategy**

Meridian's Crossclaim (Answer ¶¶115, 125) alleges SAC 181 bears "primary" fault while Meridian's liability is "only secondary or passive."

To zealously represent this indemnity claim, Bolyard must argue:

- SAC 181 exercised control over property management decisions
- Commingling of operations proves unified enterprise
- Veil-piercing doctrine applies; SAC 181 liable for Meridian's conduct

The Synovus subpoena seeks precisely this evidence:

- Who controlled the "SAC 181 OP" account?
- Evidence of fund commingling between Meridian and SAC 181?
- Unified operational structure demonstrating alter-ego relationship?

**Yet Bolyard simultaneously seeks to quash the identical subpoena, claiming it is an "irrelevant fishing expedition."**

Bolyard cannot argue (1) *Meridian needs Synovus evidence to succeed on indemnity claim* AND (2) *Synovus records are irrelevant and should be blocked*. This is unconsentable conflict per se.

Meridian's Indemnity Need	Bolyard's Quash Position	Result
✅ WANTS Synovus records (to prove SAC 181 primary fault + commingling)	❌ BLOCKS ("irrelevant fishing expedition")	<b>Cannot represent both</b>

## **C. Secondary Conflict: Individual Interests (Tara and Adam)**

Bolyard also represents Tara and Adam Bayles individually, whose personal asset protection interests may diverge from Meridian's entity interests. For example, if Meridian's best defense is that Tara acted without corporate authority, that conflicts with Tara's interest in denying personal culpability.

No informed written consent from any party appears in the record.

#### **D. Result: Disqualification Is Mandatory**

The primary conflict (Meridian indemnity vs. Synovus obstruction) is irreconcilable. RPC 1.7(b)(4) prohibits representation; SC case law mandates disqualification. The quash motion, as tainted fruit of conflicted representation, should be stricken.

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## **IV. DEFENDANTS' COORDINATED MINIMIZATION OF CASE SCOPE**

The critical indicator of coordination is that all defendants—despite supposedly adverse interests—independently adopted identical framing of this eight-count fraud case as a simple "deposit timing dispute."

Defendants have systematically minimized this complex eight-count fraud case to obscure the scope of PMIC violations, thereby hindering the LLR investigation. Four public filings show consistent pattern:

**Purpose of Pattern:** By reducing the case to a single-count deposit dispute, Defendants minimize the importance of commingled account evidence, veil-piercing discovery, and PMIC violations—all critical to the LLR investigation's statutory mandate.

#### **The Complaint Actually Alleges Eight Counts:**

Count	Claim	Connection to Subpoenaed Evidence
I	Fraudulent Misrepresentation	Synovus records (when checks issued)
II	Negligent Misrepresentation	AppFolio records (communications)
III	Invasion of Privacy	Matterport/AppFolio logs (who published)
IV	Corporate Veil-Piercing	Synovus records (commingling, signatories)
V	Unjust Enrichment	All subpoenaed records
VI	Constructive Eviction	Property inspection records
VII	Retaliatory Eviction	Meridian records (timeline)
VIII	PMIC Violations	All subpoenaed records



Synovus records are directly relevant to **five of eight counts**. Defendants' characterization of this as a "deposit dispute" is designed to prevent evidence from reaching the LLR investigator before February 20 deadline.

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## **V. COORDINATED OBSTRUCTION AND WITNESS TAMPERING TO BLOCK THE LLR INVESTIGATION (FEB 20, 2026 DEADLINE)**

### **A. Timeline Clustering Around February 20, 2026 LLR Deadline Proves Bad Faith**

<b>Date</b>	<b>Event</b>	<b>Connection to LLR</b>
Dec 23	Plaintiffs serve subpoenas	Evidence for LLR investigation
Jan 8	Bolyard files Motion to Quash	Block AppFolio/Matterport evidence
<b>Jan 9</b>	<b>Meridian contacts AppFolio on or before (Email 1)</b>	<b>Direct instruction to refuse compliance</b>
<b>Jan 12</b>	<b>AppFolio confirms Meridian coordination (Email 2)</b> <b>[Exhibit C1: AppFolio Email 1/9/26]</b>	<b>Meridian notified AppFolio of Motion to Quash filing</b>
Jan 12 (10:52 AM)	Bolyard delays Phillips deposition to Feb 24	Feb 24 is 4 days AFTER Feb 20 LLR deadline
Jan 12	Phelps Dunbar files Motion to Quash	Block Synovus evidence (one day late; waived)
Feb 20	LLR Investigation Deadline Expires	Evidence should reach investigator by this date

This clustering proves Defendants coordinated obstruction to prevent evidence from reaching the LLR investigator before statutory deadline.

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### **B. Meridian's Direct Contact with AppFolio Violates S.C. Code § 16-9-340 (Obstruction of Law Enforcement)**

#### **Legal Standard:**

S.C. Code § 16-9-340 provides: *"It is unlawful for a person to knowingly and willfully obstruct, hinder, or prevent a law enforcement officer or authorized public official in the discharge of his official duty."*

The LLR investigator (J. Watson Wharton III) is an authorized public official conducting formal investigation under § 40-57-720 with statutory 150-day deadline.

### **Evidence of Obstruction (Two-Stage Communication):**

**(1) January 9, 2026 - Initial Contact:** AppFolio paralegal Kristin Williams confirmed receipt of Plaintiffs' subpoena and stated:

*"Please be advised that we have received notice from our customer that they intend to object to this subpoena, if they have not already done so. Therefore, **we will not be providing any responsive documents until otherwise notified.**"* [Exhibit C1: AppFolio Email 1/9/26]

This email establishes:

- Meridian contacted AppFolio on or before January 9 (one day after filing Motion to Quash)
- Meridian's "notice" was sufficient to cause AppFolio to refuse compliance
- AppFolio interpreted Meridian's contact as authorization for non-compliance

**(2) January 12, 2026 - Escalation to "Formal Notice":** After Plaintiffs sent detailed legal challenge questioning the basis for AppFolio's non-compliance, AppFolio doubled down, stating:

*"AppFolio's position remains that production of documents is currently stayed because **we have received formal notice from our customer, Meridian Residential Group, LLC, that they have filed an objection and/or Motion to Quash the third-party subpoena.** We will await resolution of our customer's objection or a court order directing compliance before releasing their associated records."* [Exhibit C2: AppFolio Email 1/12/26, 6:09 PM] (emphasis added)

This second email is devastating because it reveals:

- **"Formal Notice" Escalation:** Meridian's contact was not casual inquiry but "formal notice" designed to block compliance
- **Active Coordination:** Meridian explicitly notified AppFolio that it **"filed** an objection and/or Motion to Quash" - proving Meridian communicated about court filings to influence witness behavior
- **Explicit Instruction to Defer:** AppFolio will "await resolution of our customer's objection" - meaning Meridian successfully instructed a third-party to defer to Meridian's litigation position
- **Consciousness of Materiality:** Meridian's January 12 communication occurred **after** Plaintiffs' January 11 legal challenge, demonstrating Meridian doubled down on obstruction despite knowing the legal invalidity of their position

### **Legal Analysis:**

This two-stage communication proves Meridian violated § 16-9-340:

1. **Timing Proves Intent:** Meridian contacted AppFolio on/before January 9 (one day after filing quash motion, 42 days before LLR deadline) demonstrating calculated timing to prevent evidence from reaching investigator
2. **"Formal Notice" Proves Coordination:** Meridian didn't merely file a motion with the court; Meridian affirmatively contacted the witness to ensure the witness knew about the motion and would defer to it
3. **Obstruction of Authorized Investigation:** The LLR investigation is authorized under § 40-57-720 with 150-day statutory deadline. Meridian's instruction to AppFolio directly obstructs investigator's ability to obtain evidence before February 20 deadline
4. **No Legal Authority:** Under SCRCF 45(d)(2)(B), Meridian's Motion to Quash does not stay AppFolio's compliance obligations. Only AppFolio can object to AppFolio's subpoena, or a court can issue protective order. Meridian's "formal notice" to AppFolio is an unauthorized attempt to veto lawful discovery
5. **Pattern of Obstruction:** Combined with:
  - October 1, 2025 Legal Hold (AppFolio never responded—102+ days of silence)
  - January 8 Motion to Quash (targeting multiple witnesses)
  - January 16 deposition delay to February 24 (past LLR deadline)

This demonstrates systematic obstruction orchestrated by Meridian/Tara Bayles

### **Criminal Referral Warranted:**

Meridian's conduct satisfies all elements of § 16-9-340:

- **Knowingly:** Meridian sent "formal notice" with specific content about court filings
- **Willfully:** Meridian's January 12 escalation (after legal challenge) proves intentional obstruction
- **Obstruct/Hinder:** AppFolio explicitly refuses compliance based on Meridian's instruction
- **Law Enforcement/Authorized Official:** LLR investigator conducting statutory investigation

This Court should:

1. **Deny both Motions to Quash** as part of coordinated obstruction scheme
2. **Impose sanctions** under SCRCF Rule 37(b)(2) for discovery obstruction
3. **Refer to Charleston County Solicitor** for criminal investigation under § 16-9-340
4. **Refer to LLR** as separate PMIC violation under § 40-57-340(3) (obstructing investigation)

**Meridian's Conduct Satisfies All Elements of Multiple Felonies, Triggering Mandatory Criminal Referral** Meridian's January 9-12 communications with AppFolio satisfy statutory elements of three separate crimes:

**(A) South Carolina Code § 16-9-340 - Obstruction of Law Enforcement (Felony) Elements:**

1. Knowing and willful conduct
2. Obstruction, hindrance, or prevention of law enforcement/authorized official
3. In discharge of official duty

**Application:**

- **Element 1 (Knowing):** Meridian sent "formal notice" to AppFolio on January 9 (one day after filing Motion to Quash) with specific content about court filings, proving Meridian **knew** what it was communicating.
  - **Element 2 (Obstruction):** Meridian's "formal notice" directly caused AppFolio to refuse subpoena compliance. AppFolio's January 12 email states: *"we have received formal notice from our customer, Meridian Residential Group, LLC, that they have filed an objection and/or Motion to Quash the third-party subpoena. We will **await resolution of our customer's objection** before releasing their associated records."* This proves Meridian's notice successfully obstructed compliance.
  - **Element 3 (Law Enforcement):** The LLR investigator (J. Watson Wharton III, Lead Investigator) is an "authorized public official" conducting a formal PMIC investigation under S.C. Code § 40-57-720 with 150-day statutory deadline (February 20, 2026). Meridian's obstruction directly prevents the investigator from obtaining evidence before the deadline. **Consciousness of Guilt Inference:** Meridian's January 12 escalation (after Plaintiffs' legal challenge on January 11) proves willfulness. Meridian doubled down on obstruction despite knowing the legal position was weak, demonstrating consciousness that the evidence is materially damaging to the LLR investigation. **Result:** Meridian violated S.C. Code § 16-9-340, a felony. Criminal referral to Charleston County Solicitor's office is mandatory.
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**(B) 18 U.S.C. § 1512(b)(3) = Witness Tampering (Federal Felony) Elements:**

1. Knowing or intending engagement
2. Corruptly persuade another person
3. Withhold record/document from official proceeding

**Application:** Plaintiffs' Complaint alleges wire fraud (18 U.S.C. § 1343) based on fabricated USPS postmark ("EMAILED" stamp presented as postal evidence). This wire fraud is a federal crime. Meridian's "formal notice" to AppFolio qualifies as witness tampering because:

- **Element 1 (Knowing):** Meridian knew AppFolio held records relating to federal wire fraud investigation.
- **Element 2 (Corruptly persuade):** "Formal notice" to AppFolio of pending quash motion functions as implicit instruction: *defer compliance to my litigation position*. This is corruption—using litigation position to influence witness behavior.
- **Element 3 (Withhold):** AppFolio's January 12 response confirms the withholding: *"we will await resolution of our customer's objection or a court order."* The withholding

directly impedes federal fraud investigation. **Result:** Meridian violated 18 U.S.C. § 1512(b)(3). Federal criminal referral to FBI Charleston office is warranted.

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**(C) South Carolina Code § 40-57-340(3) - PMIC Obstructing Investigation (Licensing Violation) Elements:**

1. PMIC or broker
2. Obstructing, hindering, or misleading investigation
3. Into PMIC conduct

**Application:** Tara Bayles is PMIC #83633 for Meridian. Under § 40-57-340(3), a PMIC may not "obstruct, hinder, or mislead any investigation into the broker's conduct." Meridian's coordination with AppFolio to prevent production of property management records is direct obstruction of the LLR investigation into Tara Bayles' PMIC violations. This is a separate licensing violation, compounding the PMIC disciplinary exposure.

**Result:** Tara Bayles/Meridian violated S.C. Code § 40-57-340(3). LLR should impose license suspension/revocation as part of ongoing investigation.

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**Consolidated Criminal Referral Recommendation:** This Court should immediately refer to:

- **Charleston County Solicitor** — S.C. Code § 16-9-340 (felony obstruction)
  - **FBI Charleston** — 18 U.S.C. § 1512(b)(3) (federal witness tampering)
  - **South Carolina Department of Labor, Licensing & Regulation** — S.C. Code § 40-57-340(3) (PMIC obstruction) Meridian's conduct is not mere discovery abuse; it is **criminal conspiracy to obstruct investigation**, warranting criminal prosecution in addition to civil sanctions and license discipline.
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## **VI. MITIGATION OF DAMAGES AND PRESERVATION OF EVIDENCE FOR THE LLR INVESTIGATION**

Plaintiffs fulfill their statutory mitigation duty under S.C. Code § 27-40-50(a) by maintaining and re-launching their Strategic Thought Leadership (STL) platform (rocketsfight.org) as a repository of publicly filed court documents and probate records related to this case.

### **A. Statutory Duty to Mitigate**

South Carolina law requires aggrieved parties to "mitigate damages." S.C. Code § 27-40-50(a). Plaintiffs cannot recover damages they "reasonably could have minimized and failed to do so." Plaintiffs fulfill this duty by:

1. **Rebuilding the STL platform** during pending litigation using documented case evidence
2. **Demonstrating platform value** through documented public engagement (Google AI recognition, search rankings)
3. **Avoiding speculative lost profits claims** that would invite abusive discovery demands
4. **Creating evidence repository** that assists the LLR investigator before the February 20, 2026 statutory deadline

The platform was at critical growth inflection in July-August 2025—immediately before Defendants' retaliatory eviction. Defendants' subsequent exhaustion tactics (frivolous motions, discovery obstruction, deposition delays) suppressed platform recovery. Rebuilding the platform during litigation demonstrates what was destroyed and proves mitigation efforts.

## B. First Amendment Protection

Plaintiffs' platform publishes exclusively:

- **Publicly filed court documents** (Case No. 2025-CP-10-05095)
- **Publicly available probate records** (Estate of Edith Altman 2006, Estate of Samuel Altman 2020)
- **Public real estate records** (Charleston County RMC deeds, property records)
- **Plaintiff's commentary** (clearly marked as plaintiff perspective, not legal conclusions)

This speech addresses matters of legitimate public concern (housing justice, property management accountability, conflicts of interest involving public officials). *Pickering v. Board of Education*, 391 U.S. 563 (1968). Courts recognize broad First Amendment protection for publication of truthful information from public records. *Florida Star v. B.J.F.*, 491 U.S. 524 (1989).

## C. Documentation of Reputational Impact

As of January 13, 2026, Google AI search results now identify this case as a major housing justice matter:

- **Search:** "Jonathan S Altman affordable housing committee charleston sc" — Google AI Overview identifies case and conflict of interest allegations; #1 result is RocketsFight.org documentation
- **Search:** "Tara Bayles PMIC" — Results link PMIC violations to LLR investigation and February 20 deadline
- **Search:** "Altman Gordon Street Charleston" — Google AI recognizes probate valuation discrepancy and retaliatory eviction litigation

[Exhibit H3: Documented Evidence of Effectiveness of Strategic Thought Leadership Platform with Screenshots]

This reputational impact is **permanent and indexed globally** through AI training systems. Future employers, business partners, and regulatory investigators will surface this litigation through standard background check procedures.

#### **D. Strategic Purpose**

The platform serves dual purposes:

1. **Damages Mitigation:** Demonstrates the value of what was destroyed (critical growth period disrupted by retaliation + defense exhaustion tactics) without requiring speculative lost profits projections
2. **LLR Investigation Support:** Creates searchable evidence repository enabling investigator J. Watson Wharton III to access comprehensive documentation before the February 20, 2026 deadline. Defendants' clustering of quash motions (Jan 8, 12) within 42 days of the deadline and direct contact with AppFolio witness (Jan 9) demonstrate consciousness that evidence is material to the investigation.

[See Exhibit H: Comprehensive Documentation of Mitigation Efforts, Platform Value, and Strategic Thought Leadership Framework]

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## **VII. TARA BAYLES' SINGULAR CONTROL OVER SAC 181 AND MERIDIAN DEMONSTRATES UNIFIED ENTERPRISE AND VEIL-PIERCING LIABILITY**

### **A. The "SAC 181 OP" Account Configuration Proves Operational Commingling and PMIC Violations**

Security deposit refund checks (#1027, #1028) were issued from the "SAC 181 OP" account (Synovus Bank, Columbus, GA) with three damning characteristics:

1. **Signed by Tara Bayles** (Meridian CEO, PMIC #83633) — not a SAC 181 representative
2. **Bearing Meridian's office address** (8310 Rivers Ave Suite B, North Charleston) — not SAC 181's address
3. **Designated "OP" (Operating Account)** — violating S.C. Code § 40-57-136(A)(1) requirement for "trust" or "escrow" designation

This configuration violates four statutory requirements:

**§ 40-57-136(A)(1):** Account must include "trust" or "escrow" in title. "SAC 181 OP" satisfies neither.

§ 40-57-136(A)(5): Checks must "reflect the title and designation of the account." No trust/escrow designation shown.

§ 40-57-136(B)(3): PMICs "may not commingle trust funds of the client with his own money." Operating accounts by definition commingle.

§ 40-57-136(B)(1): PMIC must maintain "accurate and complete records" for trust accounts. No evidence of segregated accounting.

### **Unified Enterprise Evident:**

The account structure proves operational unity between SAC 181 and Meridian:

- **Account styled in SAC 181's name** (but no evidence SAC 181 authorized Tara as signatory or knew of the arrangement)
- **Controlled exclusively by Meridian's CEO** (Tara Bayles)
- **Advertises Meridian's address** on checks bearing SAC 181's name
- **Commingles operational and trust funds** in violation of PMIC licensing requirements

### **Legal Significance:**

Under § 40-57-136(B)(5), a PMIC who violates trust account requirements "is considered to have demonstrated incompetence to act as a broker-in-charge or property manager-in-charge." This evidence supports license discipline by the LLR investigator and veil-piercing claims by this Court. [Exhibit D: Synovus Subpoena 12/23/25, Definitions & Account Description]

### **Materiality:**

The Synovus subpoena seeks records that will definitively prove:

- Whether account was designated trust/escrow in bank records (or falsely represented as operating)
- Authorized signatories and their relationship to SAC 181 vs. Meridian
- Whether funds from multiple properties were commingled
- Transaction history showing operational vs. trust account usage patterns

Defendants' coordinated quash motions (Jan 8, 12) demonstrate consciousness that Synovus records are material to both veil-piercing claims and regulatory investigation. [See Section V (Coordinated Obstruction and Witness Tampering)]

## **VIII. PHELPS DUNBAR'S ROGUE DEFENSE STRATEGY: CAPTURED COUNSEL PROTECTING CO- DEFENDANT'S LICENSE WHILE ABANDONING CLIENT'S VEIL-PIERCING DEFENSE**



## **A. The 32-Day Silence on Devastating Flash Transfer Allegations Reveals Phelps Dunbar's True Client**

Phelps Dunbar represents SAC 181, LLC (Charles S. Altman is registered agent). Yet for 32 days after Plaintiffs filed devastating evidence of the Flash Transfer scheme, Phelps Dunbar has remained silent and instead filed a quash motion characterizing this eight-count fraud case as merely "a landlord-tenant dispute involving the rental of the Property and the return of the related security deposit."

<b>Date</b>	<b>Plaintiffs' Filing</b>	<b>SAC 181's Response</b>
Dec 3, 2025	Memorandum on Probate Records: Jonathan Altman (beneficial owner), \$251k vs. \$1.27M valuation disparity, public official hypocrisy	<b>NONE</b>
Dec 11, 2025	Supplemental Memorandum: Flash Transfer (\$5 on Feb 21, 2007), 95% Charles Realty stock devaluation 2006-2020, "SAC 181 OP" operational commingling	<b>NONE</b>
Jan 12, 2026	Phelps Dunbar files quash motion	Characterizes as "deposit dispute"; ignores Flash Transfer

**A competent defense counsel representing SAC 181 would immediately respond to allegations that:**

- The property was transferred for \$5 as a liability shield (destroying corporate separateness)
- Charles Realty stock collapsed 95% during estate valuations (suggesting systematic undervaluation)
- SAC 181's account structure commingles operations with client trust funds (proving Tara's control)
- Jonathan Altman (beneficial owner) serves on affordable housing commission while family executes Flash Transfers

**Instead, Phelps Dunbar has chosen to remain silent on all four points while aggressively blocking the Synovus discovery that would prove or disprove corporate separateness.**  
[Exhibit A Table of evidence of false narrative coordination]

## **B. The Impossible Choice: Defending Against Veil-Piercing OR Protecting Tara's PMIC License (But Not Both)**

Phelps Dunbar faces an irreconcilable conflict between SAC 181's litigation interests and the interests of a non-client, PMIC Tara Bayles, whose license is under active LLR investigation - and whom Phelps Dunbar is, in substance, protecting.

**If they produce Synovus records:**

- Proves SAC 181 maintained proper corporate formalities and separate oversight ✓ (veil-piercing defense)
- But admits Tara violated § 40-57-136 trust account requirements X (destroys PMIC license)

#### **If they blocks Synovus records:**

- Protects Tara's PMIC license from regulatory discipline ✓
- But concedes unified enterprise and abandons veil-piercing defense X (exposes SAC 181 to liability)

**Phelps Dunbar chose Door #2 by sacrificing their own client's defense to protect Meridian's co-defendant.**

### **C. Coordinated Obstruction with Conflicted Co-Counsel Bolyard Proves Unified Strategy**

Alicia N. Bolyard (representing Meridian, Adam Bayles, Tara Bayles) filed her quash motion on January 8. helps Dunbar (representing SAC 181, with Charles S. Altman as Registered Agent) filed his quash motion on January 12. Both adopt identical framing: "deposit dispute."

Yet Meridian filed a Crossclaim against SAC 181 (Answer ¶¶111-125, Oct 9, 2025) alleging SAC 181 bears "primary" fault while Meridian's liability is "only secondary or passive." **If the defendants were actually adverse, they would not coordinate discovery obstruction around identical legal theories.**

The coordination proves Phelps Dunbar is not defending SAC 181 against Meridian. They are defending **Tara Bayles' desperate effort to bury evidence of PMIC violations before the LLR investigation deadline.**

### **D. Insurance Company Exposure: Phelps Dunbar's Mischaracterization of the Case Increases Risk to IPG**

SAC 181's liability insurer, IPG (Insurance Placement Group), retained Phelps Dunbar. By **characterizing an eight-count fraud case with probate fraud, Flash Transfer, and systematic PMIC violations as a "deposit dispute,"** Phelps Dunbar prevents IPG from recognizing catastrophic exposure:

- **Early Settlement Failure:** IPG cannot assess policy limits when counsel minimizes case scope
- **Verdict Risk Escalation:** Flash Transfer evidence connects SAC 181 to entire Altman family enterprise (Charles Realty Company in particular). Jury verdict could exceed *Crespo v. Tate & Lyle* (\$7.2M, 2024) by reaching family assets
- **Bad Faith Exposure:** If counsel knowingly minimizes exposure to avoid settlement early, insurer could face bad faith liability for excess verdict

## **E. Phelps Dunbar's Representation Constitutes Professional Misconduct Warranting Disqualification, Sanctions, and Referral for Ethics Investigation**

Phelps Dunbar's conduct violates multiple professional duties and warrants affirmative remedies:

- (1) Violation of SC RPC 1.4(a)(3) - Failure to Explain Adverse Positions to Client** South Carolina RPC 1.4(a)(3) requires counsel to "explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation."

When a lawyer represents a client in litigation, the client has an absolute right to understand what defense is being pursued and why opposing motions are being filed. Here, Charles S. Altman (SAC 181's registered agent and purported client contact) has no way of knowing that Phelps Dunbar's January 12 quash motion, which was filed allegedly on SAC 181's behalf, actually serves Tara Bayles' license-protection strategy rather than his own interests.

The motion characterizes the case as a "deposit dispute," explicitly undermining SAC 181's veil-piercing defense by minimizing case complexity.

**Result:** Phelps Dunbar violated their duty of disclosure to Charles Altman by failing to explain that the "deposit dispute" framing contradicts the veil-piercing defense. Under SC RPC 1.4(a)(3), this failure mandates disqualification and referral to the SC Bar for disciplinary review.

- (2) Violation of SC RPC 3.4(a)(3) - Obstruction of Evidence** SC RPC 3.4(a)(3) prohibits a lawyer from "obstruct[ing] another party's access to evidence or similar information that persons are entitled to obtain." Here, Phelps Dunbar's quash motion, which was filed January 12, one day after the Rule 45(d)(2)(B) deadline expired - is not a good-faith objection but a coordinated obstruction strategy with Bolyard (filed January 8).

The clustering of motions around the February 20 LLR deadline, combined with Meridian's January 9 direct contact with AppFolio to prevent witness compliance, demonstrates systematic obstruction.

**Evidence of Coordination:** Both motions use identical framing ("deposit dispute") despite the defendants' cross-claims establishing adverse interests. Under *Elec. Data Sys. Corp. v. Steingraber*, 403 F.3d 1010 (8th Cir. 2005), independent adoption of identical litigation positions by supposedly adverse parties suggests common interest and unified strategy.

**Result:** Phelps Dunbar violated RPC 3.4(a)(3) by obstructing evidence through a waived, untimely motion that serves Meridian's obstruction strategy rather than SAC 181's defense. Disqualification and sanctions warranted.

- (3) Violation of SC RPC 1.7(a)(2) - Indirect Client Conflict of Interest** Although SAC 181, LLC (Registered Agent Charles S. Altman) appears to be Phelps Dunbar's only client in this case on the surface, Phelps Dunbar's actions demonstrate that Tara Bayles (through Meridian's coordination) is the de facto client whose interests Phelps Dunbar is advancing.

Under SC RPC 1.7(a)(2), a lawyer cannot represent a client where "there is a substantial risk that the representation of one or more clients will be materially limited...by the lawyer's own interest."

Here, Phelps Dunbar's own interest in protecting Tara Bayles' PMIC license (which is under LLR investigation) has materially limited his representation of Charles Altman by causing him to:

- File an untimely motion that waives objections under *Ex parte Smith*
- Minimize case complexity to prevent IPG from recognizing exposure
- Abandon SAC 181's veil-piercing defense in favor of Meridian's obstruction strategy
- Remain silent for 32 days on devastating Flash Transfer allegations **Result:** Phelps Dunbar's conflict of interest with Charles Altman (whose financial interests may align with truth-seeking, not evidence obstruction) mandates disqualification. The fact that Tara Bayles is not Phelps Dunbar's nominal client does not cure the conflict; it demonstrates the existence of a hidden client relationship that corrupts the representation.

**This is not representation of SAC 181 and Charles Altman. This is representation of Tara Bayles' license protection scheme.**

## **F. Recommended Sanctions and Professional Remedies**

Given Phelps Dunbar's professional violations, this Court should:

1. **Order Disqualification of Justine Tate, Kevin O'Brien, and Phelps Dunbar and Require Substitution of Counsel:** Within seven (7) days, SAC 181 must retain independent counsel with no prior involvement in this case and no ties to Tara Bayles, Meridian, or Charles Altman's other affiliated entities.
2. **Impose Sanctions Under SCRPC 11 and Rule 37(b)(2):** Kevin O'Brien's filing of an untimely motion (one day late) that coordinates with Meridian's obstruction strategy violates SCRPC 11's requirement that motions be supported by "adequate investigation" and warranted by law. Additionally, the motion's purpose (blocking evidence before LLR deadline) violates discovery sanctions provisions under Rule 37(b)(2).
3. **Award Plaintiffs' Pro Se equivalent of Attorneys' Fees and Costs:** Pursuant to SCRPC 37(b)(2)(D), Plaintiffs shall recover all costs and attorney's fees incurred in responding to Phelps Dunbar's waived, untimely motion and coordinating substitute counsel, including costs of this audit.
4. **Refer to South Carolina Bar for Ethics Investigation:** Phelps Dunbar's conduct violates SC RPC 1.4(a)(3) (failure to explain adverse positions), RPC 3.4(a)(3) (obstruction of evidence), and RPC 1.7(a)(2) (undisclosed conflict of interest). The Court

should refer the matter to the South Carolina Bar Disciplinary Commission for formal investigation and potential sanctions (including suspension or disbarment if Phelps Dunbar's obstruction prevented Plaintiffs from obtaining material evidence).

## IX. DEFENDANTS' PROCEDURAL OBJECTIONS ARE PRETEXTUAL AND FAIL ON THE MERITS

Defendants raise four procedural objections to distract from the substantive materiality of the subpoenaed evidence. Each fails independently, and together they demonstrate bad faith obstruction rather than legitimate procedural concern.

### A. "Discovery Should Be Stayed Pending Ruling on Motion" - No Automatic Stay Exists

Phelps Dunbar argues discovery should be stayed pending ruling on SAC 181's November 7, 2025 Motion for Protective Order. This argument fails for four reasons:

1. **No automatic stay:** Filing a motion does not automatically stay discovery unless the Court grants the motion. SCRCP 26(c) requires Court order. Defendants cannot obstruct all discovery indefinitely by filing unresolved motions.
2. **66 days pending without ruling:** SAC 181 filed the motion on November 7, 2025. As of January 12, 2026 (66 days later), no Court ruling exists. Defendants' strategy of filing motions and then claiming "pending motion" status as grounds for obstruction would render discovery impossible.
3. **Third parties not bound by party discovery stays:** Even if a protective order were granted limiting party-to-party discovery, third-party subpoenas under SCRCP 45 are independently governed and not automatically stayed. *Jolly v. General Electric Co.*, 435 S.C. 607, 865 S.E.2d 12 (Ct. App. 2021) (third-party discovery proceeds under Rule 45 unless specifically enjoined by Court).
4. **Coordination proves pretext:** Bolyard's January 8 motion relies on SAC 181's pending motion for protective order, yet **Meridian filed no motion to dismiss or for protective order**. This proves the "pending motion" argument is coordinated boilerplate, not client-specific advocacy. [See Section II (Bolyard's Disqualification) and Section VIII (Phelps Dunbar's Captured Counsel)]

**Consciousness of Materiality:** If the subpoenaed evidence were truly irrelevant or burdensome, Defendants would not coordinate identical obstruction arguments across two law firms representing co-defendants with adverse crossclaims.

The coordination around the February 20, 2026 LLR deadline proves Defendants recognize the evidence is highly material to regulatory discipline. [See Section V (Coordinated Obstruction and Witness Tampering)]

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## B. "Pro Se Litigants Cannot Issue Subpoenas" - South Carolina Law Establishes Discovery Parity

SCRCP 45(a)(3) permits "a party or an attorney of record" to issue subpoenas. Pro se litigants are parties with full procedural rights.

South Carolina courts consistently hold:

- **Discovery parity:** *Forsythe v. Forsythe*, 309 S.C. 207, 420 S.E.2d 489 (1992) (pro se parties entitled to same discovery tools as represented parties)
- **Procedural equality:** *Brown v. Cook*, 311 S.C. 457, 429 S.E.2d 866 (1993) (pro se litigants not subject to different procedural standards)
- **Federal support:** *U.S. v. Cromer*, 389 F.3d 662, 682 (6th Cir. 2004) (pro se subpoena power is inherent to party status)

**Procedural Cure:** Concurrent with this Opposition, Plaintiffs are getting clerk-issued (or getting the clerk to stamp) subpoenas on January 14, 2026, curing any alleged procedural defect and rendering this objection moot.

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## C. "Synovus Subpoena Requires Domestication" - South Carolina Minimum Contacts Established

Phelps Dunbar argues Synovus is a Georgia entity requiring domestication under foreign subpoena procedures. This argument fails for four reasons:

1. **South Carolina minimum contacts:** Synovus Bank maintains branch locations in South Carolina where it conducts regular banking business, establishing sufficient minimum contacts for personal jurisdiction. *International Shoe Co. v. Washington*, 326 U.S. 310 (1945).
2. **South Carolina processing facility:** The "SAC 181 OP" account checks (#1027, #1028) were processed through Synovus' **Columbia, South Carolina facility**, as evidenced by USPS postmark "COLUMBIA SC 292" on envelope containing checks. [See Exhibit \_\_ (Check envelope with SC postmark)]
3. **Account activity in South Carolina:** The subpoenaed account issued checks to South Carolina residents (Plaintiffs McNeil and Poyer) at a South Carolina address (181 Gordon Street, Charleston, SC 29403), relating to a South Carolina rental property managed under South Carolina PMIC licensing requirements.
4. **Curable defect:** Even if domestication were required (it is not), the defect would be procedural and curable, not substantive grounds for quashing the subpoena. Courts favor resolution on the merits over technical procedural dismissals.

**Strategic Note:** Phelps Dunbar's emphasis on this technical objection while ignoring the substantive Flash Transfer allegations for 32 days reveals misplaced priorities. [See Section VIII (Phelps Dunbar's Rogue Defense Strategy)]

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## D. "Service Not Properly Executed" = FedEx Commercial Delivery With Third-Party Confirmation Satisfies Rule 45

Phelps Dunbar claims Plaintiffs failed to file a Certificate of Service. This objection fails for four reasons:

1. **Proper service method authorized:** SCRCP 45(b)(1) permits service via methods allowed under SCRCP 4(d), including commercial delivery services. FedEx delivery with signature confirmation satisfies Rule 4(d)(8) requirements.
2. **Third-party confirmation of receipt:**
  - AppFolio confirmed receipt via email dated January 9, 2026, stating "We have received notice from our customer [Meridian]..." proving actual receipt
  - Matterport/CoStar confirmed receipt and agreed to produce responsive documents
  - Synovus has not claimed non-receipt or challenged service
3. **Certificate of Service not required for third-party subpoenas:** SCRCP 45 does not require a Certificate of Service filed with the Court. Rule 5 requires Certificates only for service on parties to the litigation. Third-party subpoenas are served directly on the third party with notice to parties. SCRCP 45(b)(1).
4. **Waived by untimely objection:** Phelps Dunbar filed his quash motion on January 12, 2026—one day after the 19-day objection deadline established by SCRCP 45(d)(2)(B) and Rule 6(e). Under *Ex parte Smith*, 407 S.C. 422 (2014), untimely objections are waived. [See Section III (Waiver)]

**Evidence of Bad Faith:** AppFolio's January 9 email proves Meridian instructed AppFolio to refuse compliance with the subpoena **one day after Bolyard filed the quash motion**. This coordination between Meridian's witness tampering and Bolyard's legal obstruction demonstrates consciousness that the evidence is material and damaging. [See Section V.C (Witness Tampering)]

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## Conclusion on Procedural Objections:

All four procedural objections fail on the merits and are cured by Plaintiffs' re-service of clerk-issued subpoenas on January 14, 2026. More fundamentally, the coordination of these objections across two law firms (Bolyard and Phelps Dunbar) representing co-defendants with adverse crossclaims, clustered within 42 days of the February 20 LLR investigation deadline, proves the objections are pretextual obstruction rather than legitimate procedural concerns.

## X. RELIEF REQUESTED

Plaintiffs respectfully request this Court grant the following relief:

## A. Primary Relief: Deny Motions and Compel Discovery

1. **DENY** Defendants' Motions to Quash filed January 8, 2026 (Bolyard of Resnick & Louis) and January 12, 2026 (O'Brien of Phelps Dunbar), in their entirety;
2. **DECLARE** both motions moot due to Plaintiffs' concurrent cure of any alleged procedural defects through re-service of clerk-issued subpoenas on January 14, 2026;
3. **ORDER** Meridian Residential Group, LLC, SAC 181, LLC, and their counsel to refrain from interfering with third-party compliance with Plaintiffs' subpoenas, including but not limited to direct contact with subpoenaed parties instructing them to refuse compliance;
4. **COMPEL** immediate compliance with all subpoenas by:
  - Synovus Bank (bank records for "SAC 181 OP" account)
  - AppFolio, Inc. (property management records and communications)
  - ShowMojo, LLC (showing scheduling and access logs)
  - Matterport, Inc. / CoStar Group (3D tour publication records)

with production deadline of **January 24, 2026** (27 days before LLR investigation deadline of February 20, 2026, allowing investigator sufficient time to review materials);

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## B. Disqualification of Conflicted Counsel

5. **GRANT** Plaintiffs' Cross-Motion to Disqualify Alicia N. Bolyard and Resnick & Louis, P.C. from representing any defendant in this action, effective immediately;
6. **FIND** that Bolyard's simultaneous representation of:
  - Meridian Residential Group, LLC (plaintiff in crossclaim against SAC 181)
  - Tara Bayles individually (PMIC whose license is subject of LLR investigation)
  - Adam W. Bayles individually

creates unconsentable conflicts of interest under SC RPC 1.7(b)(3) because Meridian's indemnity theory (SAC 181 bears "primary" fault while Meridian's liability is "only secondary or passive") directly contradicts Bolyard's obstruction of Synovus discovery that would prove or disprove corporate separateness;

7. **STRIKE** Bolyard's Motion to Quash as tainted fruit of conflicted representation;
  8. **ORDER** Bolyard and Resnick & Louis, P.C. to withdraw from representation and transfer all case files to successor counsel within **ten (10) days** of this Court's order;
- 

## C. Sanctions for Discovery Obstruction and Witness Tampering

9. **SANCTION** Meridian Residential Group, LLC under SCRCP 37(a)(5), SCRCP 37(b)(2), and this Court's inherent authority for:
  - Witness tampering via direct contact with AppFolio on or before January 9, 2026, instructing AppFolio to refuse subpoena compliance in violation of S.C. Code §



- 16-9-340 (obstruction of law enforcement) and 18 U.S.C. § 1512(b)(3) (witness tampering);
  - Coordinated obstruction of LLR regulatory investigation (clustered quash motions within 42 days of February 20 deadline);
  - Pattern of discovery delay and evasion (75 days without substantive responses to Requests for Admission);
10. **SANCTION** Alicia N. Bolyard and Resnick & Louis, P.C. under SCRCP 37(a)(5), SCRCP 37(b)(2), and SC RPC 8.4 for:
- Filing meritless Motion to Quash while simultaneously representing conflicted clients;
  - Coordinating obstruction strategy with Meridian's witness tampering (Bolyard filed Jan 8; Meridian contacted AppFolio on or before Jan 9);
  - Improper attempt to block Plaintiffs' contact with registered agent via October 16, 2025 email;
  - Facilitating obstruction of regulatory investigation to protect PMIC license;
11. **SANCTION** Kevin O'Brien and Phelps Dunbar, LLP under SCRCP 37(a)(5) and SCRCP 37(b)(2) for:
- Filing untimely Motion to Quash (waived under SCRCP 45(d)(2)(B) and *Ex parte Smith*);
  - Remaining silent on devastating Flash Transfer allegations for 32 days while minimizing eight-count fraud case as "deposit dispute";
  - Coordinating obstruction with Bolyard despite representing co-defendant with adverse crossclaim against Meridian;
  - Sacrificing SAC 181's veil-piercing defense to protect Tara Bayles' PMIC license;

#### **Form of Sanctions:**

12. **AWARD** to Plaintiffs:
- Reasonable attorney fees calculated at Plaintiffs' professional consulting rate (\$375/hour) for time spent responding to meritless motions, re-serving subpoenas, and preparing this Opposition;
  - Costs incurred in obtaining clerk-issued subpoenas and coordinating LLR investigation materials;
  - Costs of filing this Opposition and Cross-Motion;
13. **AUTHORIZE** Plaintiffs to serve supplemental discovery requests without additional Court approval, with shortened response deadlines (14 days instead of 30 days) to compensate for Defendants' 68-day delay in providing substantive responses;

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#### **D. Criminal and Disciplinary Referrals**

14. **REFER** to United States Attorney's Office, District of South Carolina:
- Meridian's witness tampering in violation of 18 U.S.C. § 1512(b)(3) (influencing third-party witness to withhold documents material to federal wire fraud investigation);

15. **REFER** to South Carolina Attorney General's Office:
    - Meridian's obstruction of law enforcement in violation of S.C. Code § 16-9-340 (obstructing LLR investigator J. Watson Wharton III in discharge of official duty);
  16. **REFER** to South Carolina Bar Office of Disciplinary Counsel:
    - Alicia N. Bolyard for violations of SC RPC 1.7 (conflict of interest), RPC 3.4 (obstruction of discovery), and RPC 8.4 (conduct prejudicial to administration of justice);
    - Kevin O'Brien for violations of SC RPC 3.4 (filing untimely motion, coordinating obstruction) and RPC 8.4 (conduct prejudicial to administration of justice);
- 

## **E. Preservation and Ongoing Authority**

17. **AUTHORIZE** Plaintiffs to issue further third-party subpoenas without additional clerk pre-approval or Court approval, so long as they comply with SCRPC 45(d)(1) certification requirements and serve via clerk-issued process;
  18. **ORDER** that upon appearance of successor counsel for any defendant (following Bolyard's disqualification or withdrawal), replacement counsel must produce all outstanding discovery responses within **fourteen (14) days** with no additional extensions based on substitution of counsel;
  19. **PRESERVE** Plaintiffs' right to supplement this Opposition with:
    - Additional legal authority supporting disqualification, sanctions, or compelled discovery;
    - Declarations or evidence of Defendants' ongoing obstruction pattern;
    - Materials obtained from LLR investigation or third-party compliance;
  20. **ORDER** that Defendants and their counsel be prohibited from contacting, instructing, or influencing any third-party subpoena recipient regarding compliance with Plaintiffs' subpoenas, with violation subject to contempt proceedings;
- 

## **F. Alternative Relief**

21. If this Court declines to disqualify Bolyard, **ORDER** Bolyard to obtain informed written consent from all affected clients (Meridian, SAC 181, Tara Bayles, Adam Bayles) acknowledging the conflicts of interest identified in Section II of this Opposition, with such consents filed with the Court within **seven (7) days**;
22. If this Court declines to compel immediate production, **SHORTEN** the objection deadline for any future third-party subpoenas to **ten (10) days** instead of nineteen (19) days, to prevent Defendants from using objection periods to obstruct regulatory investigation deadlines.

## **XI. CONCLUSION**

Both Motions to Quash are procedurally defective, substantively meritless, and part of a calculated strategy to obstruct the South Carolina Department of Labor, Licensing & Regulation's investigation into Property Manager-in-Charge Tara Bayles' statutory violations before the February 20, 2026 deadline.

**Procedural Cure:** Plaintiffs have obtained clerk-issued subpoenas and will re-serve all third parties concurrent with this filing, curing any alleged procedural defects and rendering both quash motions moot.

**Waiver:** Phelps Dunbar's motion was filed one day after the SCRC 45(d)(2)(B) deadline and is waived under *Ex parte Smith*, 407 S.C. 422 (2014).

**Disqualification:** Bolyard's simultaneous representation of Meridian (cross-plaintiff against SAC 181) and SAC 181 (cross-defendant) creates unconsentable conflicts under SC RPC 1.7(b)(3). Meridian's indemnity theory requires evidence of operational commingling and unified enterprise—the identical evidence Bolyard seeks to quash as "irrelevant fishing expeditions." This conflict mandates disqualification.

**Coordinated Obstruction:** The clustering of obstruction events around the February 20 LLR deadline proves bad faith:

- January 8: Bolyard files quash motion
- January 9: Meridian contacts AppFolio to block compliance (witness tampering)
- January 12: O'Brien of Phelps Dunbar files coordinated quash motion (one day late, waived)
- January 16: Bolyard of Renick & Louis delays Tara Bayles' deposition to February 24 (four days past LLR deadline)

**Minimization Pattern:** Defendants have systematically characterized this eight-count fraud case as "just a deposit dispute" across multiple documented instances (Renick & Louis motion, Phelps Dunbar motion, settlement communications), obscuring the scope of PMIC violations, veil-piercing evidence, probate fraud, and systematic undervaluation schemes.

**Substantive Relevance:** The subpoenas are directly relevant to five of eight counts in Plaintiffs' Complaint:

- **Count I (Fraudulent Misrepresentation):** Synovus records prove when checks were issued vs. when represented
- **Count II (Negligent Misrepresentation):** AppFolio communications establish knowledge and intent
- **Count III (Invasion of Privacy):** Matterport/AppFolio logs show who published family images
- **Count IV (Corporate Veil-Piercing):** Synovus records prove commingling, unified enterprise, and Tara's singular control
- **Count V-VIII:** All subpoenaed records support unjust enrichment, constructive eviction, retaliatory eviction, and PMIC violation claims

**Tara's Singular Control:** The "SAC 181 OP" account configuration proves operational commingling: Tara Bayles (Meridian CEO, PMIC #83633) signed checks from an account bearing Meridian's address but styled in SAC 181's name, designated "OP" (operating) instead of "trust" or "escrow" as required by S.C. Code § 40-57-136. This violates four statutory requirements and demonstrates unified enterprise warranting veil-piercing.

**Phelps Dunbar's Captured Counsel:** Phelps Dunbar represents SAC 181 (Registered Agent Charles S. Altman) yet remained silent on devastating Flash Transfer allegations for 32 days while blocking Synovus discovery that would prove or disprove corporate separateness. By coordinating with Resnick & Louis's conflicted representation and minimizing the case as a "deposit dispute," Phelps Dunbar sacrifice their own client's veil-piercing defense to protect Tara Bayles' PMIC license - serving the wrong master.

**Witness Tampering:** Meridian's January 9 contact with AppFolio - instructing AppFolio to refuse subpoena compliance - violates S.C. Code § 16-9-340 (obstruction of law enforcement) and 18 U.S.C. § 1512(b)(3) (witness tampering). This conduct warrants criminal referral and discovery sanctions.

**Mitigation Demonstrated:** Plaintiffs fulfill their statutory duty under S.C. Code § 27-40-50(a) by rebuilding their Strategic Thought Leadership platform during litigation, demonstrating the value of what was destroyed without claiming speculative lost profits. The platform's permanent reputational impact - now indexed by Google AI and searchable globally - proves tangible damages while supporting the LLR investigation through comprehensive evidence repository.

The coordinated obstruction by Resnick & Louis, Phelps Dunbar, and Meridian demonstrates bad faith and warrants disqualification, sanctions, and criminal referral. Plaintiffs respectfully request this Court deny both Motions to Quash, disqualify conflicted counsel, compel immediate third-party compliance, impose sanctions, and refer criminal violations for prosecution.

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## **XII. EXHIBITS**

### **Exhibit A Table of evidence of false narrative coordination**

#### **Exhibit B Series: LLR Investigation**

- B1 - LLR Complaint (September 23, 2025) - Tara Bayles PMIC violations
- B2 - LLR Investigator Assignment Letter (October 2, 2025) - 150-day deadline (February 20, 2026)
- B3 – Subpoena to LLR of January 14, 2026

#### **Exhibit C Series: Witness Tampering**

- C1 - AppFolio Email (January 9, 2026) - "We received notice from our customer [Meridian] that they intend to object... we will not be providing any documents"

- C2 - AppFolio Email of January 12, 2026

**Exhibit D Series: Subpoenas**

- D1 - Synovus Subpoena (December 23, 2025) - Full subpoena with certifications
- D2 – AppFolio Subpoenas (December 23, 2025)
- D3 - ShowMojo Subpoenas (December 23, 2025)
- D4 - Matterport Subpoenas (December 23, 2025)

**Exhibit E:** CoStar/Matterport Compliance Email (January 6, 2026) - Confirmation of receipt and willingness to produce

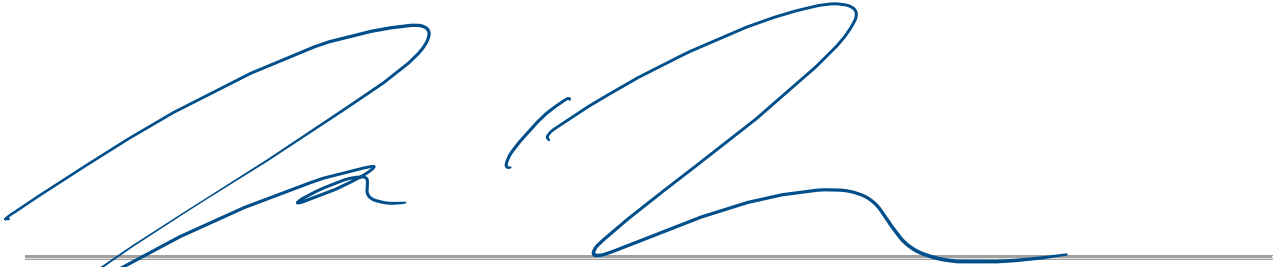
**Exhibit F:** Meridian Answer and Crossclaim (October 9, 2025) - Paragraphs 115 and 125 establishing indemnity claim

**Exhibit G:** Bolyard of Resnick & Louis October 16, 2025 Email - Improper attempt to block contact with registered agent

**Exhibit H Series:** Mitigation of Damages and Strategic Thought Leadership Platform Demonstration of Effectiveness

- **(H1) Legal Basis** for Mitigation Duty
- **(H2) Rockets Fight as Systems Study** and Intervention
- **(H3) Evidence of Flattened Platform** due to Forced Move and subsequent Defense Exhaustion Tactics
- **(H4) Documented Evidence of Effectiveness** of Strategic Thought Leadership Platform
- **(H5) Summary** – Platform Rebirth Dual Function

Respectfully submitted this 14th day of January, 2026.



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



**Meghan Poyer, Pro Se**  
P.O. Box 30386, Charleston, SC 29417  
[mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)

# EXHIBIT LIST

## **Exhibit A: Table of Evidence of Coordinated Minimization of Case Scope**

### **Exhibit B Series: LLR Investigation**

- B1 - LLR Complaint (September 23, 2025) - Tara Bayles PMIC violations
- B2 - LLR Investigator Assignment Letter (October 2, 2025) - 150-day deadline (February 20, 2026)
- B3 – Subpoena to LLR of January 14, 2026

### **Exhibit C Series: Witness Tampering**

- C1 - AppFolio Email (January 9, 2026) - "We received notice from our customer [Meridian]... we will not be providing any documents"
- C2 - AppFolio Email of January 12, 2026

### **Exhibit D: Synovus, AppFolio, ShowMojo, and Matterport Subpoenas (December 23, 2025)**

### **Exhibit E: CoStar/Matterport Compliance Email (January 6, 2026) - Confirmation of receipt and willingness to produce**

### **Exhibit F: Meridian Answer and Crossclaim (October 9, 2025) - Paragraphs 115 and 125 establishing indemnity claim**

### **Exhibit G: Bolyard of Resnick & Louis October 16, 2025 Email - Improper attempt to block contact with registered agent**

### **Exhibit H Series: Mitigation of Damages and Strategic Thought Leadership Platform Demonstration of Effectiveness**

- **(H1) Legal Basis** for Mitigation Duty
- **(H2) Rockets Fight as Systems Study** and Intervention
- **(H3) Evidence of Flattened Platform** due to Forced Move and subsequent Defense Exhaustion Tactics
- **(H4) Documented Evidence Effectiveness** of Strategic Thought Leadership Platform
- **(H5) Summary** – Platform Rebirth Dual Function

# EXHIBIT A TABLE OF EVIDENCE OF FALSE NARRATIVE COORDINATION

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



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

#### Legal Significance:

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

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

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

# **EXHIBIT B SERIES: LLR INVESTIGATION**

- **B1 - LLR Complaint** (September 23, 2025) - Tara Bayles PMIC violations
- **B2 - LLR Investigator Assignment Letter** (October 2, 2025) -  
Confirmation of 150-day deadline (February 20, 2026)
- **B3 – Subpoena to LLR** of January 14, 2026

**Exhibit B1 - LLR Complaint** (September 23, 2025) - Tara Bayles PMIC violations

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

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

with below info entered into the webform:

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

- (1) Dishonest dealing - providing falsified postal evidence with internal "EMAILED" stamp as USPS postmark to avoid S.C. Code § 27-40-410 security deposit requirements;
- (2) Misrepresentation - systematic false claims about tenant rights under § 27-40-530, lease validity, and legal processes;
- (3) Failure to account - unlawful retention of security deposits beyond statutory period without proper itemization;
- (4) Conduct endangering public - retaliatory Notice to Vacate following tenant safety requests, violating § 27-40-910;
- (5) Bad faith - unauthorized commercial exploitation of tenant images across multiple platforms without consent, continuing despite safety risks.

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

Edited Version entered after possible form timeout

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

**Exhibit B2 - LLR Investigator Assignment Letter (October 2, 2025) - Confirmation of 150-day deadline (February 20, 2026)**



110 Centerview Drive  
Post Office Box 11329  
Columbia, SC 29211-1329  
Phone: (803) 896-4470  
FAX: (803) 896-4656

South Carolina  
Department of Labor, Licensing and Regulation

Division of Legal Services and Enforcement  
Office of Investigations and Enforcement



Henry D. McMaster  
Governor

Emily H. Farr  
Director

October 2, 2025

Chris McNeil  
PO Box 30386  
Charleston, SC 29417

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

Dear Chris McNeil:

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

☒ Additional information is needed to proceed with the investigation:

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



- ☒ Copies of any of the emails, texts, letters, or other information that documents your contact with the license holder.
- ☐ A completed, revised complaint form
- ☒ Additional information not listed above: **A written statement addressing the facts of the case. A copy of the Eviction Notice.**

Or:

- ☐ No further documentation is required at this time.

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

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

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

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

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

Sincerely,

*J. Watson Wharton, III*

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

## **Exhibit B3 – Subpoena to LLR of January 14, 2026**



<b>STATE OF SOUTH CAROLINA</b>	)	
<b>COUNTY OF CHARLESTON</b>	)	<b>IN THE COURT OF COMMON</b>
	)	<b>PLEAS</b>
	)	<b>NINTH JUDICIAL CIRCUIT</b>
<b>James C. (“Chris”) McNeil and</b>	)	
<b>Meaghan Poyer,</b>	)	<b>Civil Action No. 2025-CP-10-05095</b>
	)	
<b>Plaintiffs,</b>	)	<b>SUBPOENA DUCES</b>
	)	<b>TECUM TO SOUTH</b>
<b>v.</b>	)	<b>CAROLINA DEPARTMENT</b>
	)	<b>OF LABOR, LICENSING, AND</b>
<b>SAC 181, LLC,</b>	)	<b>REGULATION (LLR)</b>
<b>Meridian Residential Group, LLC,</b>	)	
<b>Adam W. Bayles, individually,</b>	)	
<b>Tara Bayles, individually, and</b>	)	
<b>MRG Investing Company LLC</b>	)	
	)	
<b>Defendants.</b>	)	
<hr/>	)	

**TO: South Carolina Department of Labor, Licensing and Regulation**  
Real Estate Commission / Office of Investigations and Enforcement  
PO Box 11329  
Columbia, SC 29211-1329  
Phone: (803) 896-4470  
Fax: (803) 896-4656

**ATTN:**  
**Kasey Williams, Investigator** (File #2025-566)  
**J. Watson Wharton III, Lead Investigator**  
Office of Investigations and Enforcement  
Email: Complaints@llr.sc.gov | Wattie.Wharton@llr.sc.gov

**RE: McNeil & Poyer v. SAC 181, LLC, et al.**  
Case No. 2025-CP-10-05095  
Charleston County Court of Common Pleas, Ninth Judicial Circuit

**YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents, electronically stored information, and tangible things at the place, date, and time specified below:

**PRODUCTION DATE:** February 13, 2026

PRODUCTION METHOD: Electronic delivery via secure file transfer to chris@thaut.io or mailed USB drive to P.O. Box 30386, Charleston, SC 29417

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## SCOPE OF SUBPOENA

This subpoena seeks records related to the PMIC investigation of **Tara Bayles (PMIC License #83633)**, Meridian Residential Group, LLC, and violations of South Carolina Code § 40-57-136 (Property Management Trust Account Requirements).

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## DEFINITIONS

1. **"Tara Bayles"** means Tara Bayles, individually, and in her capacity as CEO/PMIC #83633 for Meridian Residential Group, LLC.
2. **"Meridian"** means Meridian Residential Group, LLC, and any affiliated entities managing or collecting rent for 181 Gordon Street, Charleston, SC 29403 or other residential properties in South Carolina.
3. **"Trust Account Violations"** means any alleged violations of S.C. Code § 40-57-136, including but not limited to:
  - Failure to maintain separate trust/escrow accounts
  - Commingling of trust funds with operating accounts
  - Failure to designate accounts as "trust" or "escrow" in title
  - Unauthorized signatories on trust accounts
  - Failure to maintain accurate trust account records
  - Use of operating accounts for security deposit funds
4. **"Complaint"** means any complaint, report, or allegation filed with the PMIC regarding Tara Bayles or Meridian, including complaints from Plaintiffs James C. McNeil and Meaghan Poyer, from prospective tenants, or from other sources.
5. **"Investigation File"** means all documents, correspondence, notes, evidence, and work papers related to any PMIC investigation of Tara Bayles or Meridian.
6. **"Document"** includes all writings, recordings, photographs, data files, metadata, emails, reports, notes, and electronically stored information (ESI) in any format.

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## DOCUMENT REQUESTS

### Request No. 1: Complaint Records

All records identifying complaints or allegations against Tara Bayles (PMIC #83633) or Meridian Residential Group, LLC, including:

- Date complaint(s) were filed with PMIC
- Identity of complainant (if not confidential under FOIA exemptions)
- Nature of allegations (security deposit violations, trust account violations, property management misconduct, etc.)
- Reference number(s) assigned to each complaint
- Current status of each complaint (open, closed, pending investigation, etc.)
- Any complaints filed by James C. McNeil or Meaghan Poyer between June 2025 and January 2026

### **Request No. 2: Investigation File for § 40-57-136 Violations**

If an investigation is ongoing or was completed related to Tara Bayles or Meridian's compliance with S.C. Code § 40-57-136, produce:

- All investigator notes and narrative summaries
- Email correspondence between investigator and Tara Bayles, Meridian, or their counsel
- Requests for information or documents sent to respondent(s)
- Responses received from respondent(s)
- Documentary evidence collected (bank statements, account records, cancelled checks, correspondence with tenants)
- Photographs or screenshots of trust account designations
- Analysis or conclusions regarding violations
- Recommended disciplinary actions or charges

### **Request No. 3: "SAC 181 OP" Account Investigation**

If PMIC has received information regarding an account styled "SAC 181 OP" at Synovus Bank used to issue security deposit refund checks:

- All documents related to investigation of that account's trust account status
- Whether PMIC determined the account violated § 40-57-136(A)(1) trust account designation requirements
- Whether checks #1027 and #1028 issued from "SAC 181 OP" account are under investigation
- Communications with Synovus Bank or Tara Bayles regarding account designation

- Any determinations regarding whether operating account designation violated PMIC licensing requirements

#### **Request No. 4: Tara Bayles License Status and Disciplinary History**

All records related to Tara Bayles' PMIC License #83633, including:

- Current license status (active, suspended, revoked, restricted, etc.)
- License application and renewal documentation
- Any prior complaints or disciplinary actions against Tara Bayles (as individual or PMIC)
- Any prior warnings, consent orders, or settlement agreements
- Date and nature of last PMIC audit or inspection, if any
- Whether Tara Bayles has been previously disciplined for § 40-57-136 violations or related PMIC licensing violations
- Current license expiration date

#### **Request No. 5: Meridian Residential Group, LLC License Status and Violations**

All records related to Meridian Residential Group, LLC Business Registration

- Business registration documentation showing Meridian operates under Tara Bayles' PMIC license
- Designation of Tara Bayles as PMIC and officer/managing member for Meridian
- Any changes in PMIC designation or supervising licensee since Meridian's formation
- Registered office address on file with LLR (2020–present) and any address change notifications

Complaints and Violations Related to Meridian's Operations

- All complaints filed with LLR regarding properties managed by Meridian Residential Group, LLC or staff supervised by Tara Bayles, regardless of whether the complaint names Tara individually or the business entity
- Complaints specifically referencing:
  - Security deposit handling violations
  - Tenant privacy violations or unauthorized use of tenant information
  - Retaliatory conduct under S.C. Code § 27-40-910
  - Misrepresentation of landlord-tenant law to tenants

- **Property address 181 Gordon Street, Charleston, SC 29403** (if any)

### **Request No. 6: Trust Account Audits and Compliance**

All audit or inspection reports related to **trust accounts under Tara Bayles' PMIC supervision** for Meridian Residential Group, LLC, including:

- **LLR audit reports** (routine or complaint-triggered)
- **Bank account reconciliation records reviewed by LLR** during audits or inspections
- Findings of deficiencies, including:
  - Commingling of tenant funds with operating funds
  - Improper account designation (non-trust accounts used for security deposits)
  - Trust account shortages or discrepancies
  - Failure to maintain required records
- **Corrective action plans** or remediation required by LLR
- **Follow-up inspection reports** confirming compliance or continued violations

### **Request No. 7: Statutory Deadlines and Enforcement Timeline**

Documentation regarding the PMIC's statutory obligations and timeline for investigation and enforcement action:

- Statutory deadline for investigation completion (reference to FOIA deadline or regulatory timeline applicable to this case)
- Expected date for investigator conclusion or disciplinary recommendation
- Whether enforcement action (license suspension, revocation, fine, or consent order) is anticipated as of January 2026
- Internal PMIC timelines or scheduling for this investigation

### **Request No. 8: Communications with This Litigation**

Any communications between PMIC investigators and participants in this litigation:

- Communications with Plaintiffs James C. McNeil or Meaghan Poyer regarding this case or PMIC violations
- Communications with Tara Bayles or her counsel regarding this litigation
- Communications with SAC 181, LLC, Charles S. Altman, or their counsel
- Any requests for evidence preservation related to this litigation

- Any statements or declarations prepared for use in court proceedings
- 

## INSTRUCTIONS

1. **Format:** Produce documents in native electronic format (PDF, Excel, CSV, or database export) with metadata preserved where applicable. Any investigation file materials should maintain investigator notes in their original format.
  2. **Organization:** Organize documents by Request Number and label each set clearly. Provide a cover index or spreadsheet listing all documents produced, with file names, dates, and brief descriptions.
  3. **Confidentiality and FOIA Exemptions:** If you withhold any documents on grounds of South Carolina FOIA exemptions (such as investigatory materials under S.C. Code § 30-4-40(a)(3)), provide a privilege/exemption log identifying each document, its date, subject matter, and the specific FOIA exemption claimed. However, PMIC license status, complaint dates, and determination of violations are public record and should not be withheld.
  4. **Objections:** Any objections must be served within 19 days of receipt (14 days + 5 days under Rule 6(e) for certified mail service), per Rule 45(d)(2)(B), SCRCF.
  5. **Investigator Contact:** Please confirm receipt of this subpoena with investigator Kasey Williams, Lead Investigator J. Watson Wharton III (jw.wharton@llr.sc.gov), or similar contact.
  6. **Costs:** Plaintiffs will reimburse all reasonable costs of production. Please provide a cost estimate before incurring significant expenses.
- 

## COMPLIANCE STATEMENT

Pursuant to Rule 45(d)(1), SCRCF, you must serve written objections within 19 days or produce the requested documents by the production date. Failure to comply may result in a motion to compel and sanctions, including attorney's fees.

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## NOTICE TO SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

This subpoena is issued in connection with litigation involving alleged violations of S.C. Code § 40-57-136 (Property Management Trust Account Requirements) by Tara Bayles and Meridian Residential Group, LLC. Plaintiffs allege that:

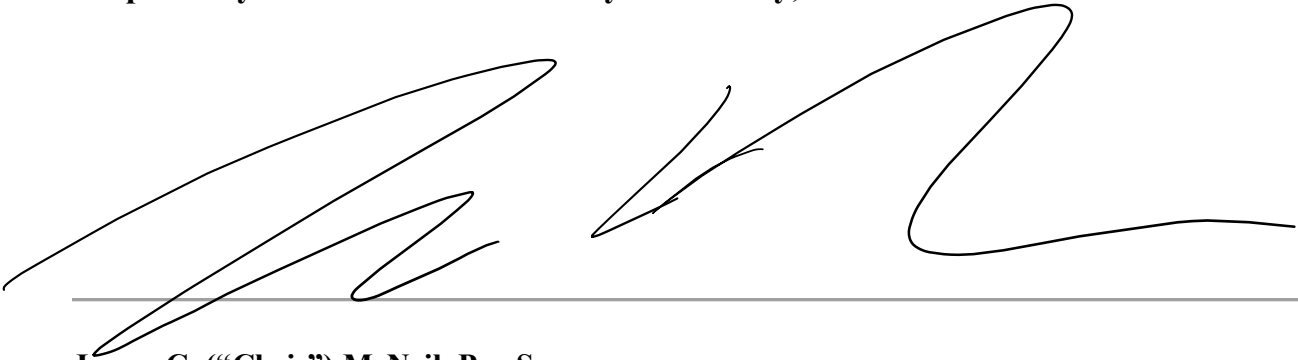
1. Security deposit refund checks were issued from an account styled "SAC 181 OP" rather than a properly designated trust or escrow account;
2. The account was signed on and operated by Tara Bayles under **Meridian Residential Group, LLC's operational control**, as evidenced by:
  - **Meridian's office address (8310 Rivers Ave) printed on the checks**, not SAC 181's registered address
  - Account styled 'SAC 181 OP' (operating account) rather than a statutory trust account
  - **Additional evidence from RFAs:** Meridian admitted the checks were drawn on "SAC 181 OP" account bearing Meridian's address.
  - Tara Bayles' signature authority derived from her role as PMIC/CEO of Meridian, the property manager, not as a designated agent of SAC 181, LLC under separate authorization";
3. This configuration violates § 40-57-136 requirements that PMICs maintain separate trust accounts, refrain from commingling, and maintain accurate records;
4. The LLR investigation (assigned to **Investigator Kasey Williams** under supervision of Lead Investigator J. Watson Wharton III (File #2025-566, with statutory deadline February 20, 2026) will be significantly aided by documentary evidence that can be cross-referenced with discovery in this litigation.

These records are directly relevant to proving:

- Corporate veil-piercing claims (unified enterprise between SAC 181 and Meridian)
- Statutory violations under § 40-57-136 (trust account designation and commingling)
- Punitive damages (evidence of reckless disregard for licensing requirements)
- Pattern and practice of housing exploitation
- Pattern of operational, financial, and litigation control over an elderly owner's entities.

The PMIC is not a party to this litigation and no liability is alleged against the LLR. This is a records subpoena to support both the pending administrative investigation and this civil litigation.

Respectfully submitted this 14<sup>TH</sup> day of January, 2026.

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

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

A handwritten signature in blue ink, reading 'Meaghan Poyer', written above a horizontal line.

**Meaghan Poyer, Pro Se**  
P.O. Box 30386, Charleston, SC 29417  
[mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)



# **EXHIBIT C SERIES: WITNESS TAMPERING**

- C1 - AppFolio Email (January 9, 2026) - "We received notice from our customer [Meridian] that they intend to object... we will not be providing any documents"
- C2 - AppFolio Email of January 12, 2026

**Exhibit C1 - AppFolio Email (January 9, 2026) - "We received notice from our customer [Meridian] that they intend to object... we will not be providing any documents"**

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

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Hello,

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

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

Thank you,



**Kristin Williams**

Paralegal, Legal & Compliance

[kristin.williams@appfolio.com](mailto:kristin.williams@appfolio.com)



## **Exhibit C2 - AppFolio Email of January 12, 2026**

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

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- [privacy@appfolio.com](mailto:privacy@appfolio.com), [support@appfolio.com](mailto:support@appfolio.com)

Dear Mr. McNeil and Ms. Poyer,

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

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

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

Regards,



**Kristin Williams**

Paralegal, Legal & Compliance

[kristin.williams@appfolio.com](mailto:kristin.williams@appfolio.com)



On Sun, Jan 11, 2026 at 2:04 PM chris [thaut.io](#) <[chris@thaut.io](mailto:chris@thaut.io)> wrote:

Dear Ms. Williams and AppFolio Legal Team,

Thank you for your January 10, 2026 response confirming receipt of our subpoena in **McNeil & Poyer v. Meridian Residential Group, LLC, Case No. 2025-CP-10-05095** (Charleston County Common Pleas Court).

**We write to respectfully request clarification** regarding AppFolio's position and to address several urgent legal issues raised by your response.

# **EXHIBIT D: SUBPOENAS**

Synovus, AppFolio, ShowMojo, and Matterport Subpoenas (December 23, 2025)

(for Subpoena to LLR of January 14, 2026, see Exhibit B3)

**STATE OF SOUTH CAROLINA**  
**COUNTY OF CHARLESTON**

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

**Plaintiffs,**

**V.**

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

## Defendants.

**TO:** Synovus Bank  
Legal Department / Subpoena Compliance  
P.O. Box 23130  
Columbus, GA 31902-3130

**AND TO:** Synovus Bank  
1148 Broadway  
Columbus, GA 31901

**RE: *McNeil & Poyer v. SAC 181, LLC, et al.***  
Case No. 2025-CP-10-05095  
Charleston County Court of Common Pleas, Ninth Judicial Circuit

**YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents, electronically stored information, and tangible things at the place, date, and time specified below:

**PRODUCTION DATE:** January 23, 2026

**PRODUCTION METHOD:** Electronic delivery via secure file transfer to chris@thaut.io or mailed USB drive to P.O. Box 30386, Charleston, SC 29417

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## SCOPE OF SUBPOENA

This subpoena seeks records related to the bank account styled "**SAC 181 OP**" maintained at Synovus Bank, Columbus, GA, from which security deposit refund checks were issued to Plaintiffs.

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## DEFINITIONS

1. "**The Account**" means the checking account styled "SAC 181 OP," routing number 061100606, account number 1018529071, maintained at Synovus Bank, 1148 Broadway, Columbus, GA 31901.
  2. "**Account Holder**" means the individual(s) or entity(ies) with signatory authority, ownership interest, or beneficial control over The Account.
  3. "**The Checks**" means check numbers **1027** and **1028**, each in the amount of **\$1,142.50**, issued from The Account and dated **August 28, 2025**, payable to **Meaghan Poyer** and **James McNeil**, respectively.
  4. "**Document**" includes all writings, records, statements, checks, deposit slips, withdrawal slips, wire transfer records, electronic transfers, signature cards, account opening documents, and electronically stored information.
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## DOCUMENT REQUESTS

### Request No. 1: Account Opening and Ownership Records

All records related to the opening and ownership of The Account, including:

- **Account opening documents** (application, signature cards, resolutions, operating agreements);
- **Identification of all authorized signatories** (names, addresses, dates authority granted);
- **Identification of account owner(s)** (individual names, business entities, EIN/SSN, ownership percentages if applicable);
- **Corporate resolutions or LLC operating agreements** authorizing opening of The Account;
- **Address(es) associated with The Account** (mailing address, physical address for account owner(s));
- **Beneficial ownership disclosure** (if The Account is held by an LLC or trust, identify all beneficial owners pursuant to 31 CFR § 1010.230).

### Request No. 2: Account Statements



Complete monthly account statements for The Account for the period **January 1, 2024 through December 31, 2025**, showing:

- Beginning and ending balances;
- All deposits (date, amount, source if available);
- All withdrawals and checks (date, amount, payee);
- All electronic transfers (ACH, wire, debit card transactions);
- All fees assessed.

### **Request No. 3: Check Images and Check Registers**

- **Front and back images** of checks **1027** and **1028** (showing endorsements, deposit stamps, and processing information);
- **Check register or ledger** for check numbers 1000-1050, showing check number, date issued, payee, amount, and purpose/memo;
- **Signature exemplars** for all authorized signatories on The Account;
- **Comparison** of signatures on checks 1027 and 1028 to signature cards on file.

### **Request No. 4: Deposit Records and Funding Sources**

For the period **January 1, 2024 through December 31, 2025**:

- All deposits into The Account, including:
  - **Source of funds** (wire transfer originator, depositor name, check issuer);
  - **Deposit dates and amounts**;
  - **Deposit location** (branch, ATM, mobile deposit, remote deposit capture);
- Specifically identify any deposits originating from:
  - **Meridian Residential Group, LLC**;
  - **SAC 181, LLC**;
  - **Charles S. Altman** (individually or any entity where he is signatory);
  - **Adam W. Bayles or Tara Bayles** (individually or any entity where they are signatories);
  - **Any property management escrow accounts or tenant security deposit accounts**.

### **Request No. 5: Withdrawal Records and Payees**

For the period **January 1, 2024 through December 31, 2025**:

- All checks issued from The Account, showing:
  - **Check number, date, payee, amount, memo/purpose**;
  - **Cleared date and bank endorsement information**;
- All electronic transfers (ACH, wire, Zelle, bill pay) showing:
  - **Date, amount, recipient name, recipient bank/account**;
- Specifically identify any payments to:
  - **Meridian Residential Group, LLC** or its affiliates;

- **SAC 181, LLC** or its affiliates;
- **Charles S. Altman, Adam W. Bayles, Tara Bayles** (individually or to entities they control);
- **Property-related expenses** (contractors, utilities, property taxes, insurance for 181 Gordon Street).

### **Request No. 6: Account Control and Management**

- **Authorized user agreements** showing who has online banking access, debit card access, or check-writing authority;
- **IP address logs** for online banking logins (dates, times, IP addresses, locations if available);
- **Records of any standing instructions** (automatic payments, sweep accounts, transfers to other accounts);
- **Correspondence** between Synovus and The Account holder(s) regarding account administration.

### **Request No. 7: Relationship Between "SAC 181 OP" and Other Accounts**

- **List of all accounts** at Synovus Bank held by:
  - **SAC 181, LLC**;
  - **Meridian Residential Group, LLC**;
  - **Charles S. Altman** (individually or as fiduciary);
  - **Adam W. Bayles or Tara Bayles** (individually);
- **Transfer records** showing any transfers between The Account and other accounts held by the above parties;
- **Linked accounts** (if The Account is linked to other accounts for overdraft protection, sweep functions, or consolidated statements).

### **Request No. 8: Account Purpose and Designation**

- **Account opening documents** showing the stated purpose of The Account (e.g., "operating account," "security deposit account," "property management escrow");
- **Records indicating whether The Account is designated as an escrow, trust, or IOLA account** under South Carolina landlord-tenant law (S.C. Code § 27-40-410);
- **Records of any fiduciary or trust designations** associated with The Account.

### **Request No. 9: Correspondence Regarding The Checks**

- Any **stop-payment requests, returned check notices, or inquiries** related to checks 1027 or 1028;
- Any **correspondence** between Synovus and the account holder(s) regarding The Checks between August 1, 2025 and October 1, 2025.

### **Request No. 10: Compliance with South Carolina Security Deposit Laws**

If Synovus has any records indicating The Account was opened or maintained as a **security deposit escrow account** under S.C. Code § 27-40-410:

- Records showing compliance with statutory requirements (separate account, interest calculations, etc.);
  - Records showing commingling of security deposits with operating funds (if any).
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## INSTRUCTIONS

1. **Format:** Produce documents in native electronic format (PDF for statements/checks, Excel or CSV for transaction logs) with all metadata preserved.
  2. **Organization:** Organize documents by Request Number and label each set clearly. Provide an index listing all documents produced.
  3. **Privilege:** If you withhold any documents on grounds of bank privacy laws, provide a privilege log and identify the specific statute. Note: This is a subpoena issued in active litigation under Rule 45, SCRCP, and South Carolina's bank privacy laws permit disclosure pursuant to lawful subpoena.
  4. **Objections:** Any objections must be served within 19 days of receipt (14 days + 5 days under Rule 6(e) for certified mail service), per Rule 45(d)(2)(B), SCRCP.
  5. **Confidentiality:** Bank records produced in litigation are routinely subject to confidentiality orders. If you request confidential treatment, Plaintiffs will stipulate to a protective order governing use of financial records solely for this litigation.
  6. **Costs:** Plaintiffs will reimburse reasonable costs of production, including search, copying, and certification fees. Please provide a cost estimate before incurring substantial expenses. Standard subpoena compliance fees are expected (typically \$50-\$150 for account research and copying).
  7. **Certification:** Plaintiffs request that a custodian of records certify the produced documents as true and complete copies pursuant to Rule 902(11), SCRE (business records exception to hearsay).
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## COMPLIANCE STATEMENT

Pursuant to Rule 45(d)(1), SCRCP, you must serve written objections within 19 days or produce the requested documents by the production date. Failure to comply may result in a motion to compel and sanctions.

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## NOTICE TO SYNOVUS BANK

This subpoena is issued in connection with litigation alleging:

1. **Commingling of funds** between SAC 181, LLC (property owner) and Meridian Residential Group, LLC (property manager), supporting corporate-veil-piercing claims;
2. **Failure to return security deposits within the statutory deadline**, with evidence suggesting The Checks were not actually mailed on August 28, 2025 as claimed;
3. **Misuse of security deposit funds**, potentially deposited in operating accounts rather than statutory escrow accounts.

The Account styled "SAC 181 OP" bears characteristics suggesting commingling:


- The account name refers to SAC 181 (the property owner);
- The checks bear Meridian's office address (8310 Rivers Ave Suite B, North Charleston, SC 29406);
- Defendants have admitted the checks were drawn on this account but evaded questions about shared control.

Synovus is not a party to this litigation and no liability is alleged against Synovus. This is purely a records subpoena to establish the ownership, control, and transaction history of The Account.

**Bank Privacy Act Notice:** This subpoena is issued pursuant to Rule 45, SCRPC, in active litigation. Under 12 CFR § 219.3(a), financial institutions may disclose customer information pursuant to a lawful subpoena. Plaintiffs request that Synovus notify the account holder(s) of this subpoena as required by bank privacy regulations. However, pursuant to S.C. Code § 34-3-130(b), disclosure in compliance with a subpoena does not constitute a waiver of confidentiality privileges.

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**Respectfully submitted this 23<sup>rd</sup> day of December, 2025.**



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



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**Meaghan Poyer, Pro Se**  
P.O. Box 30386, Charleston, SC 29417  
[mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)

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 ) **IN THE COURT OF COMMON**  
 ) **PLEAS**  
 ) **NINTH JUDICIAL CIRCUIT**

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

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## SCOPE OF SUBPOENA

This subpoena seeks records related to **Meridian Residential Group, LLC** (Customer) and the property listing for **181 Gordon Street, Charleston, SC 29403** (the "Property").

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## DEFINITIONS

1. **"Meridian"** means Meridian Residential Group, LLC, and any affiliated accounts, subsidiaries, or DBAs using AppFolio services.
  2. **"The Property"** means 181 Gordon Street, Charleston, SC 29403, also listed as "181 Gordon - 181 Gordon St Charleston" in AppFolio records.
  3. **"The Listing"** means any rental advertisement, marketing materials, photographs, virtual tours, or property information for the Property published, syndicated, or distributed via AppFolio between **May 1, 2025 and October 1, 2025**.
  4. **"Document"** includes all writings, recordings, photographs, data files, metadata, logs, and electronically stored information (ESI) in any format.
  5. **"Communication"** means emails, messages, notifications, alerts, or data transmissions between AppFolio systems and Meridian users or third-party platforms.
- 

## DOCUMENT REQUESTS

### Request No. 1: Account Information

All records identifying:

- Account holder name(s) and contact information for accounts associated with Meridian Residential Group, LLC;
- Account creation date(s);
- Subscription level(s) and services enabled (including syndication/marketing features);
- Payment method and billing address;
- Primary user(s) and administrator(s) with login credentials for accounts managing the Property.

### Request No. 2: Property Listing Records

All records related to the Property listing, including:

- **Listing creation date and user who created it;**
- All versions of listing descriptions, rental amounts, availability dates;

- **All photographs uploaded to the Property listing** (including file names, upload timestamps, user who uploaded, and EXIF metadata);
- **Virtual tour links** (including Matterport tour URLs, embed codes, creation dates);
- Listing status changes (active, inactive, pending, archived) with timestamps;
- Edit history showing all modifications to the listing, including who made changes and when.

### **Request No. 3: Syndication and Distribution Records**

All records showing:

- **Which third-party platforms the Property listing was syndicated to** (e.g., Zillow, Trulia, Apartments.com, Realtor.com, Rent.com, HotPads, Zumper, etc.);
- **Dates and times** the listing was pushed to each platform;
- **Content syndicated** to each platform, including which photographs and descriptions were included in each syndication feed;
- Syndication settings configured for Meridian's account (automatic vs. manual syndication, platform selection preferences);
- Any syndication failures, errors, or takedown notices received;
- Records of listing removal or de-syndication requests, including dates and user who initiated removal.

### **Request No. 4: Image Management and Metadata**

For all photographs and virtual tours uploaded for the Property:

- **Original filenames** at time of upload;
- **Upload timestamps** (date and time, time zone);
- **User account** that uploaded each image;
- **EXIF data** (if preserved), including camera/device information, original capture date/time, GPS coordinates;
- **Image processing logs** showing any resizing, compression, watermarking, or alterations performed by AppFolio systems;
- **Image URLs** and all locations where images were hosted or displayed (AppFolio servers, CDN links, syndication partner feeds).

### **Request No. 5: User Activity Logs**

For the period **May 1, 2025 through October 1, 2025:**

- **Login logs** for all users with access to the Property listing (usernames, login dates/times, IP addresses);
- **Action logs** showing all edits, uploads, deletions, or status changes to the Property listing (user, action taken, timestamp);

- **Communication logs** including any automated emails or notifications sent by AppFolio to Meridian regarding the Property listing (syndication confirmations, platform notifications, etc.).

### **Request No. 6: Syndication Partner Contracts and Policies**

- Copies of AppFolio's agreements with third-party syndication platforms (Zillow, Apartments.com, etc.) governing content distribution;
- AppFolio's internal policies regarding:
  - **Tenant consent requirements** for publishing interior photographs showing personal property or individuals;
  - **Image removal procedures** when privacy complaints are received;
  - **Syndication control settings** available to customers.

### **Request No. 7: Communications Regarding 181 Gordon Street**

All communications between AppFolio and Meridian Residential Group, LLC (or any user associated with Meridian's account) regarding:

- The Property listing;
- Syndication of the Property to third-party platforms;
- Image uploads or virtual tours for the Property;
- Any complaints, takedown requests, or privacy concerns related to the Property listing;
- Any requests to remove or modify the Property listing between May 2025 and October 2025.

### **Request No. 8: Account-Wide Syndication Records (May-September 2025)**

If AppFolio contends it cannot isolate records for the Property alone, produce:

- A summary report showing all properties managed by Meridian in AppFolio during May-September 2025;
- Syndication activity for all Meridian properties during this period, with the Property clearly identified.

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## **INSTRUCTIONS**

1. **Format:** Produce documents in native electronic format (PDF, Excel, CSV, JSON, or database export) with all metadata preserved. Image files should include EXIF data if available.
2. **Organization:** Organize documents by Request Number and label each set clearly. Provide an index or spreadsheet listing all documents produced, with file names, dates, and descriptions.



3. **Privilege:** If you withhold any documents on grounds of privilege, provide a privilege log identifying each document, its date, author, recipients, and the specific privilege claimed.
  4. **Objections:** Any objections must be served within 19 days of receipt (14 days + 5 days under Rule 6(e) for certified mail service), per Rule 45(d)(2)(B), SCRCP.
  5. **Confidentiality:** If you request confidential treatment for commercially sensitive information (e.g., syndication contracts), you may designate such documents "Confidential - Subject to Protective Order." However, basic listing records, user logs, and image metadata are not confidential.
  6. **Costs:** Plaintiffs will reimburse reasonable costs of production as required by Rule 45(d)(1), SCRCP. Please provide a cost estimate before incurring substantial expenses.
- 

## COMPLIANCE STATEMENT

Pursuant to Rule 45(d)(1), SCRCP, you must serve written objections within 19 days or produce the requested documents by the production date. Failure to comply may result in a motion to compel and sanctions, including attorney's fees.

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## NOTICE TO APPFOLIO, INC.

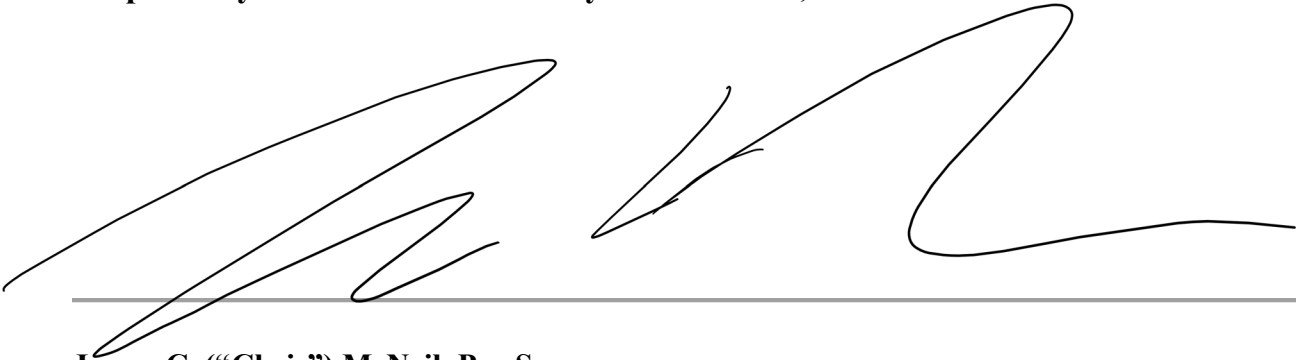
This subpoena is issued in connection with litigation involving **unauthorized publication of tenant images and personal belongings** on rental listing platforms. Plaintiffs allege that Meridian Residential Group, LLC used AppFolio's syndication features to distribute photographs of Plaintiffs and their property across multiple platforms without consent. The requested records are directly relevant to proving:

1. **Scope of publication** (how many platforms, how long);
2. **Chain of custody** (who uploaded images, when, and whether consent was documented);
3. **Defendants' control** over syndication settings and image distribution.

AppFolio is not a party to this litigation and no liability is alleged against AppFolio. This is purely a records subpoena.

---

Respectfully submitted this 23<sup>rd</sup> day of December, 2025.

A handwritten signature in black ink, consisting of a series of loops and strokes, positioned above a horizontal line.

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

A handwritten signature in blue ink, written in a cursive style, positioned above a horizontal line.

**Meaghan Poyer, Pro Se**  
P.O. Box 30386, Charleston, SC 29417  
[mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)

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 ) **IN THE COURT OF COMMON**  
 ) **PLEAS**  
 ) **NINTH JUDICIAL CIRCUIT**

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

) **SUBPOENA DUCES**  
 ) **TECUM TO SHOWMOJO,**  
 ) **LLC.**

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**RE: *McNeil & Poyer v. SAC 181, LLC, et al.***  
Case No. 2025-CP-10-05095  
Charleston County Court of Common Pleas, Ninth Judicial Circuit

**YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents, electronically stored information, and tangible things at the place, date, and time specified below:

**PRODUCTION DATE:** January 23, 2026

**PRODUCTION METHOD:** Electronic delivery via secure file transfer to chris@thaut.io or mailed USB drive to P.O. Box 30386, Charleston, SC 29417

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## SCOPE OF SUBPOENA

This subpoena seeks records related to **Meridian Residential Group, LLC** (Customer) and the property listing for **181 Gordon Street, Charleston, SC 29403** (the "Property").

---

## DEFINITIONS

1. **"Meridian"** means Meridian Residential Group, LLC, and any affiliated accounts using ShowMojo services.
  2. **"The Property"** means 181 Gordon Street, Charleston, SC 29403.
  3. **"The Listing"** means any rental advertisement, showing scheduling, photographs, virtual tours, or property information for the Property published, syndicated, or distributed via ShowMojo between **May 1, 2025 and October 1, 2025**.
  4. **"Document"** includes all writings, recordings, photographs, data files, metadata, logs, and electronically stored information (ESI) in any format.
  5. **"Showing"** means any scheduled property tour, appointment, or viewing facilitated by ShowMojo for the Property.
- 

## DOCUMENT REQUESTS

### Request No. 1: Account Information

All records identifying:

- Account holder name(s) and contact information for accounts associated with Meridian Residential Group, LLC;
- Account creation date(s);
- Subscription level(s) and services enabled (including syndication features, virtual tour hosting);
- Primary user(s) and administrator(s) with login credentials for accounts managing the Property.

### Request No. 2: Property Listing Records

All records related to the Property listing, including:

- **Listing creation date and user who created it;**
- All versions of listing descriptions, rental amounts, availability information;
- **All photographs or virtual tours uploaded or linked for the Property** (including file names, URLs, upload timestamps, user who uploaded);
- **Matterport tour links** or other 3D virtual tour integrations (URLs, embed codes, activation dates);
- Listing status changes with timestamps;
- Edit history showing all modifications, including who made changes and when.

### **Request No. 3: Syndication and Distribution Records**

All records showing:

- **Which third-party platforms the Property listing was syndicated to via ShowMojo** (e.g., Zillow, Trulia, Apartments.com, Facebook Marketplace, etc.);
- **Dates and times** the listing was published to each platform;
- **Content syndicated** to each platform, including which photographs and descriptions were distributed;
- Syndication settings configured for Meridian's account;
- Any syndication API logs, transmission receipts, or confirmations;
- Records of listing removal or takedown requests, including dates and user who initiated removal.

### **Request No. 4: Showing Activity and Scheduling**

For the period **May 1, 2025 through August 15, 2025:**

- **All showing requests** for the Property (date, time, prospective tenant name/contact, confirmation status);
- **Scheduled showings** (date, time, duration, attendees);
- **Automated communications** sent to prospective tenants (showing confirmations, property details, photographs or tour links included);
- **Occupancy status flags** (whether ShowMojo system indicated Property was occupied, vacant, or in transition);
- Any **notes or flags** in the system regarding tenant occupancy during the showing period.

### **Request No. 5: Image and Virtual Tour Hosting**

For all photographs and virtual tours associated with the Property:

- **Original filenames** and URLs;
- **Upload timestamps** (date, time, time zone);
- **User account** that uploaded or linked each image/tour;
- **Hosting logs** showing where images were stored (ShowMojo servers, third-party CDN, Matterport hosting);

- **Access logs** showing how many times images or tours were viewed, and from which platforms or referral sources;
- **Metadata** including any watermarks applied by ShowMojo, compression logs, or format conversions.

## **Request No. 6: User Activity Logs**

For the period **May 1, 2025 through October 1, 2025:**

- **Login logs** for all users with access to the Property listing (usernames, login dates/times, IP addresses);
- **Action logs** showing all edits, uploads, deletions, or status changes to the Property listing (user, action taken, timestamp);
- **Communication logs** including automated emails or text messages sent by ShowMojo regarding the Property.

## **Request No. 7: Consent and Compliance Policies**

- ShowMojo's policies or terms of service regarding:
  - **Tenant consent requirements** for publishing interior photographs showing personal property or individuals;
  - **Occupied property protocols** (whether ShowMojo advises customers to obtain consent when showing occupied units);
  - **Image removal procedures** when privacy complaints are received.

## **Request No. 8: Communications Regarding 181 Gordon Street**

All communications between ShowMojo and Meridian Residential Group, LLC (or any user associated with Meridian's account) regarding:

- The Property listing;
- Syndication or showing scheduling;
- Any complaints, takedown requests, or privacy concerns related to the Property listing;
- Any requests to remove or modify the Property listing between May 2025 and October 2025.

---

# **INSTRUCTIONS**

1. **Format:** Produce documents in native electronic format (PDF, Excel, CSV, JSON, or database export) with all metadata preserved.
2. **Organization:** Organize documents by Request Number and label each set clearly. Provide an index or spreadsheet listing all documents produced.
3. **Privilege:** If you withhold any documents on grounds of privilege, provide a privilege log identifying each document and the privilege claimed.

4. **Objections:** Any objections must be served within 19 days of receipt (14 days + 5 days under Rule 6(e) for certified mail service), per Rule 45(d)(2)(B), SCRCPP.
  5. **Confidentiality:** If you request confidential treatment for commercially sensitive information, you may designate such documents "Confidential - Subject to Protective Order." Basic listing records and showing logs are not confidential.
  6. **Costs:** Plaintiffs will pay all reasonable costs and if you anticipate significant costs, please provide a written estimate before incurring any expense so Plaintiffs can evaluate whether to narrow or modify the requests.
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## COMPLIANCE STATEMENT

Pursuant to Rule 45(d)(1), SCRCPP, you must serve written objections within 19 days or produce the requested documents by the production date. Failure to comply may result in a motion to compel and sanctions.

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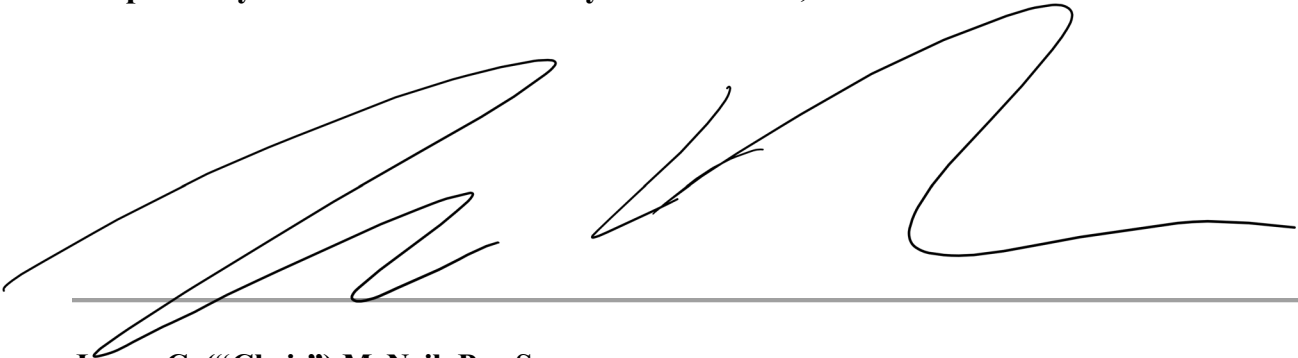
## NOTICE TO SHOWMOJO, LLC

This subpoena is issued in connection with litigation involving **unauthorized publication of tenant images** on rental listing platforms and **showings conducted at an occupied property without proper notice or consent**. The requested records are directly relevant to proving the scope of publication, showing activity during Plaintiffs' occupancy, and Defendants' control over marketing and showing scheduling.

ShowMojo is not a party to this litigation and no liability is alleged against ShowMojo. This is purely a records subpoena.

---

Respectfully submitted this 23<sup>rd</sup> day of December, 2025.

A handwritten signature in black ink, consisting of a series of loops and strokes, positioned above a horizontal line.

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

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**Meghan Poyer, Pro Se**  
P.O. Box 30386, Charleston, SC 29417  
[mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)



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 ) **IN THE COURT OF COMMON**  
 ) **PLEAS**  
 ) **NINTH JUDICIAL CIRCUIT**

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

) **SUBPOENA DUCES**  
 ) **TECUM TO MATTERPORT,**  
 ) **INC.**

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**RE: *McNeil & Poyer v. SAC 181, LLC, et al.***  
Case No. 2025-CP-10-05095  
Charleston County Court of Common Pleas, Ninth Judicial Circuit

**PRODUCTION DATE:** January 23, 2026

**PRODUCTION METHOD:** Electronic delivery via secure file transfer to chris@thaut.io or mailed USB drive to P.O. Box 30386, Charleston, SC 29417

## **SCOPE OF SUBPOENA**

This subpoena seeks all records, metadata, and communications related to the creation, hosting, publication, and distribution of a Matterport virtual tour of 181 Gordon Street, Charleston, SC 29403 (the "Property"), created on or about July 15, 2025, and any subsequent modifications, removals, or related activities through December 23, 2025.

## **DEFINITIONS**

1. "Matterport" or "the Platform" means Matterport, Inc., its servers, cloud services, APIs, and all systems used to create, host, distribute, and manage 3D virtual property tours.
2. "The Property" means 181 Gordon Street, Charleston, SC 29403, owned or controlled by SAC 181, LLC and/or managed by Meridian Residential Group, LLC.
3. "The Virtual Tour" means the Matterport 3D tour created on or about July 15, 2025, for the Property, including all versions, updates, derivative works, and copies thereof.
4. "The Space ID" or "Tour Identifier" means any unique identifier, URL, embed code, API token, or access credential associated with The Virtual Tour (e.g., Matterport Space ID, tour link, public or private URL).
5. "The Creator Account" means the Matterport user account(s) used to create, upload, manage, edit, or delete The Virtual Tour, including login credentials, email addresses, and payment/billing information associated with that account.
6. "The Takedown Request" means the DMCA/copyright/right-of-publicity takedown notice(s) sent by or on behalf of Plaintiffs to Matterport and/or third parties regarding unauthorized use of Plaintiffs' likenesses and personal property visible in The Virtual Tour, dated approximately July 2025 through September 2025.
7. "Document" includes all writings, photographs, video data, audio data, 3D mesh files, metadata, logs, databases, electronically stored information (ESI), and communications in any format.
8. "Syndication" or "Distribution" means any sharing, embedding, publishing, or linking of The Virtual Tour to third-party platforms, websites, or systems, including but not limited to Zillow, Trulia, Apartments.com, Realtor.com, ShowMojo, AppFolio, virtual staging software, or any real estate or rental listing service.

## **DOCUMENT REQUESTS**

### **Request No. 1: Account Information and Creator Details**

All records identifying:

- Account holder name(s), business entity name(s), and contact information for The Creator Account;
- Email address(es) associated with The Creator Account;

- Account creation date and user registration information;
- Phone number, address, or other contact details provided during account signup; •
- Billing address and payment method on file;
- Subscription level(s), services enabled, and any paid features or add-ons activated (e.g., API access, enterprise licensing, syndication partnership agreements);
- Primary user(s) and administrator(s) with login credentials, two-factor authentication settings, and password reset history for The Creator Account;
- Any account transfers, ownership changes, or user permission modifications between July 1, 2025 and December 23, 2025;
- Records showing whether The Creator Account is associated with Meridian Residential Group, LLC, SAC 181, LLC, Adam W. Bayles, Tara Bayles, or any related entity or affiliate.

## **Request No. 2: Virtual Tour Creation and Upload Records**

All records related to the creation and initial upload of The Virtual Tour, including:

- Exact date and time The Virtual Tour was created/uploaded to Matterport servers;
- User account(s) that created or uploaded The Virtual Tour (username, email, IP address)
- Matterport Space ID and all associated tour identifiers/URLs;
- Location of the photogrammetry camera/scanning device used to capture The Virtual Tour (captured on-site at the Property on July 15, 2025);
- Metadata showing camera model, software version, image resolution, number of photographs/images captured in the scan;
- All file sizes, storage locations, and server paths where The Virtual Tour is hosted;
- Initial tour settings (public, private, password-protected, unlisted, embeddable);
- Tour title, description, and any property details entered during upload;
- Confirmation of successful upload and processing completion.

## **Request No. 3: Virtual Tour Content and Photogrammetry Data**

All records and data related to the content and composition of The Virtual Tour, including:

- Complete 3D mesh file(s) and underlying photogrammetry data for The Virtual Tour;
- All original photograph/image files captured as part of the scan (including EXIF data showing camera settings, capture time, location);
- Video or panoramic images if any video tour or panorama was included in The Virtual Tour;
- Metadata regarding any editing, enhancement, or post-processing performed on the tour data after upload;
- Records of any use of Matterport's AI tools, image enhancement, or proprietary processing applied to the tour;
- Records showing the specific rooms, areas, and contents visible/identifiable in The Virtual Tour (e.g., bedroom, bathroom, kitchen, living areas, outdoor space);

- Any notes or tags created by the account holder describing the property contents or occupancy status during tour creation or upload.

#### **Request No. 4: Tour Publication, Sharing, and Distribution**

All records showing when, where, and how The Virtual Tour was published, shared, or made accessible to third parties, including:

- Exact date(s) The Virtual Tour was made publicly accessible (first public publication date);
- All public URLs, embed codes, or direct links to The Virtual Tour;
- Records showing whether The Virtual Tour was listed on Matterport's public gallery or discovery features;
- All third-party platforms to which The Virtual Tour was syndicated, embedded, or linked, including:
  - Zillow, Trulia, Apartments.com, Realtor.com, Rent.com, HotPads, Zumper, Facebook Marketplace, Craigslist;
  - ShowMojo, AppFolio, or other property management platform syndication feeds;
  - Any other real estate listing service, virtual staging platform, or marketing service;
  - Any direct website, blog, or marketing site owned by Meridian Residential Group, LLC or SAC 181, LLC;
- Dates and times The Virtual Tour was pushed to, embedded on, or made available to each third-party platform;
- API calls, webhooks, or automated syndication records showing data transmission to each platform;
- Syndication settings configured in The Creator Account (automatic syndication enabled, manual syndication, selective platform choices);
- Records of any syndication API integrations between Matterport and third-party platforms or property management software.

#### **Request No. 5: Tour Modifications, Edits, and Version History**

All records showing modifications, updates, or versions of The Virtual Tour between July 15, 2025 and December 23, 2025, including:

- Complete edit history showing all changes made to The Virtual Tour after initial upload;
- For each edit or update: date, time, user account that made the change, specific change made, and reason or notes;
- Records of any removal, deletion, or archival of individual photos/images from within the tour;
- Any re-processing, re-rendering, or technical updates to The Virtual Tour data;

- Records of any application of filters, blurring, masking, or AI-based removal/alteration of specific objects or people in the tour;
- Any notes, requests, or tickets from The Creator Account requesting removal of specific images, people, or objects from The Virtual Tour;
- Metadata or logs showing the original version as of July 15, 2025 and all subsequent versions.

## **Request No. 6: Takedown Notices and Removal Requests**

All records related to The Takedown Request and any removal or modification of The Virtual Tour, including:

- Any DMCA takedown notices, right-of-publicity notices, cease-and-desist letters, or other formal removal requests received by Matterport related to The Virtual Tour;
- Date(s) Matterport received each takedown or removal request;
- Content and specific claims in each takedown request (e.g., unauthorized use of likenesses, personal property, privacy violations);
- Sender name, contact information, and authorization/credentials of persons sending takedown requests;
- Matterport's response to each takedown request, including:
  - Whether the tour was removed, modified, or took down content;
  - Date the removal or modification was completed;
  - What specific content was removed, blurred, masked, or altered;
  - Whether the removal was temporary or permanent;
- Copies of all correspondence between Matterport and any party regarding The Virtual Tour removal, modification, or alleged violation claims;
- Internal notes or tickets created by Matterport staff in response to takedown requests.

## **Request No. 7: Third-Party Access and Distribution Records**

All records showing access to and use of The Virtual Tour by third parties, including:

- Records of how many times The Virtual Tour was viewed on Matterport's own platform (aggregate view counts, view logs if available);
- IP addresses, dates, and times of viewers of The Virtual Tour on Matterport;
- For each third-party platform to which The Virtual Tour was syndicated: records showing when it was published, how long it remained active, view counts, click-through rates, or engagement metrics;
- Records showing dates The Virtual Tour was de-indexed, de-listed, or removed from each third-party platform;
- Any records or notices from third-party platforms indicating The Virtual Tour was reported, flagged, or received complaints;

- Copies of The Virtual Tour as it appeared on third-party platforms (screenshots, archived versions, or copies of the embedded content).

## **Request No. 8: Financial Records and Account Billing**

All records related to billing and payment for The Creator Account and The Virtual Tour, including:

- Account subscription level, pricing, and billing cycle information;
- All invoices, billing statements, or transaction records for The Creator Account from July 1, 2025 through December 23, 2025;
- Payment method on file (credit card, ACH, check, invoice);
- Records showing who paid for The Creator Account (individual or entity name);
- Records of any usage-based charges, API call charges, or bandwidth/data transfer fees;
- Records of any refunds, credits, or disputes related to The Virtual Tour charges;
- Affiliated account information (whether The Creator Account is linked to other Matterport accounts or payment accounts).

## **Request No. 9: Metadata, Server Logs, and Technical Records**

All technical records and metadata related to The Virtual Tour and The Creator Account, including:

- Server logs showing all access to The Virtual Tour (creation, upload, viewing, modification, deletion);
- IP address logs for all logins to The Creator Account (dates, times, IP addresses, geographic location if available);
- Login history for The Creator Account from June 1, 2025 through December 23, 2025;
- Password reset history and account security event logs;
- Database records showing The Virtual Tour's metadata (file sizes, storage paths, modification timestamps, server locations);
- CDN (content delivery network) logs showing which servers hosted and delivered The Virtual Tour to users worldwide;
- API access logs if The Creator Account used Matterport APIs to programmatically access or distribute The Virtual Tour;
- Records of any data migration, backup, restoration, or archival processes affecting The Virtual Tour.

## **Request No. 10: Communications and Correspondence**

All communications and correspondence related to The Creator Account and The Virtual Tour, including:

- Emails between Matterport (support, legal, abuse, compliance) and The Creator Account holder or any associated email addresses;

- Support tickets or help requests submitted by or on behalf of The Creator Account regarding The Virtual Tour;
- Any abuse reports, compliance notifications, or terms-of-service violation notices sent to or from The Creator Account;
- Correspondence regarding the takedown request or removal of The Virtual Tour;
- Any communications between Matterport and third-party platforms regarding syndication, distribution, or licensing of The Virtual Tour;
- Marketing or sales communications sent to The Creator Account.

### **Request No. 11: AI and Content Modification Tools**

All records related to any use of artificial intelligence, automation, or Matterport's proprietary tools to modify, enhance, or alter The Virtual Tour, including:

- Records of whether Matterport's AI-based blur, masking, or object-removal tools were applied to The Virtual Tour;
- Records showing any machine learning models used to identify or remove people, faces, or personal property from the tour;
- Documentation of any Matterport feature that claims to automatically remove or obscure occupants or personal items;
- Metadata indicating which Matterport processing or enhancement features were used on The Virtual Tour;
- Records of user requests to use such tools (if any were submitted by The Creator Account).

### **Request No. 12: Property Listing Context and Metadata**

All records providing context regarding the Property listing and occupancy status at the time The Virtual Tour was created, including:

- Records indicating whether Matterport systems had knowledge or documentation that the Property was occupied by tenants at the time of the scan (July 15, 2025);
- Any property listing information, rental status, or occupancy notes associated with The Virtual Tour;
- Records showing the Property's rental status, tenant names, or occupancy records during the July 15, 2025 scan date;
- Any records from property management or listing platforms linked to The Virtual Tour indicating active occupancy.

## **PRODUCTION SPECIFICATIONS**

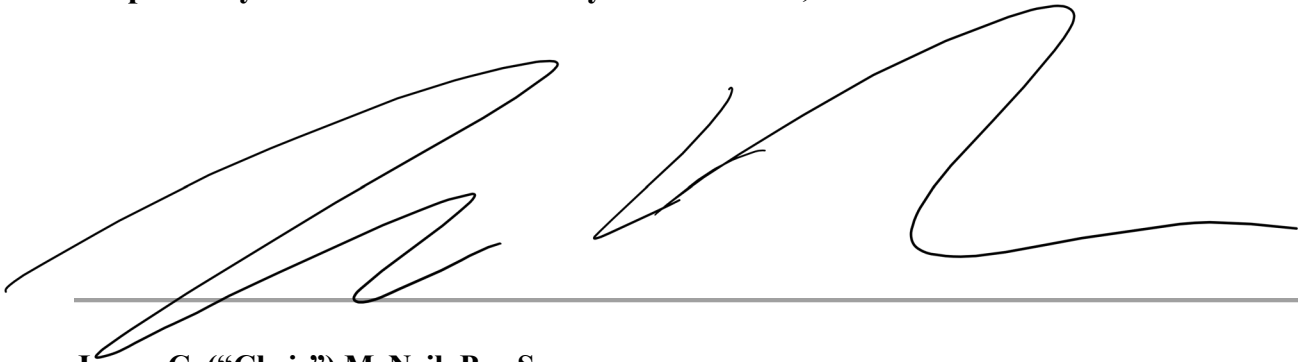
Plaintiffs request that Matterport produce the above documents in electronic format (PDF, Excel, CSV, or native file format for databases and technical logs) with all metadata preserved. If any document cannot be produced in electronic format, Plaintiffs authorize production in hard copy.

All photographs, 3D mesh files, video, or other media should be produced in their original format with all associated metadata (EXIF, creation timestamps, file hashes).

For any documents withheld on grounds of privilege, trade secret, or confidentiality, Plaintiffs request a detailed privilege log identifying each withheld document, the date, author, recipients, general subject matter, and the specific privilege claimed.

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**Respectfully submitted this 23<sup>rd</sup> day of December, 2025.**

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

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

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

**Meaghan Poyer, Pro Se**  
P.O. Box 30386, Charleston, SC 29417  
[mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)



# **EXHIBIT E: COSTAR/MATTERPORT COMPLIANCE EMAIL (JANUARY 6, 2026)**

- confirmation of receipt and willingness to produce

**From:** [subpoenas](#)  
**To:** [chris thaut.io](#); [mcneilandpoyer@gmail.com](#)  
**Cc:** [subpoenas](#)  
**Subject:** Re: Meet-and-confer re Matterport subpoena (McNeil & Poyer v. SAC 181, LLC, et al., 2025-CP-10-05095)  
**Date:** Tuesday, January 6, 2026 11:17:41 AM

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Good morning, Chris -

Yes, we will reach out to our team at Matterport and confirm whether or not we have the requested material. Should we have any of the requested material, we will provide that information in our follow up email prior or on 1/23/2026.

Best,  
CoStar Group Subpoenas

---

**From:** chris thaut.io <[chris@thaut.io](mailto:chris@thaut.io)>  
**Sent:** Tuesday, December 30, 2025 4:56 PM  
**To:** [subpoenas](#) <[subpoenas@costar.com](mailto:subpoenas@costar.com)>; [mcneilandpoyer@gmail.com](#) <[mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)>  
**Subject:** Meet-and-confer re Matterport subpoena (McNeil & Poyer v. SAC 181, LLC, et al., 2025-CP-10-05095)

**EXTERNAL EMAIL**

Daniel McCallum  
Associate General Counsel – Head of Litigation and IP  
CoStar Group, Inc.  
[subpoenas@costar.com](mailto:subpoenas@costar.com)

Mr. McCallum,

We received CoStar's objections letter dated December 30, 2025, stating CoStar is "in receipt of the subpoena" and asserting objections including "improperly served," undue burden, relevance, vagueness, confidentiality/trade secret, and "publicly available" objections.

As to service, FedEx proof-of-delivery reflects delivery in Charleston, SC on December 29, 2025 at 9:44 AM, with direct signature required, delivered to "Shipping/Receiving" and signed for by "F. Raleigh" per FedEx tracking status (tracking no. 397140941105).

Preservation

Please take reasonable steps to preserve all potentially responsive ESI pending resolution of CoStar's objections and/or any motion practice, including (at minimum) the Space/tour associated with Space ID

AiTQuLgqRQF, account identifiers, publication/status history, support/legal tickets, and associated metadata/logs.

We are willing to narrow the subpoena to a proportional “Tier 1” production that should be low burden and avoids any trade-secret disputes, while still preserving evidence needed for this litigation involving a Matterport virtual tour of 181 Gordon Street.

Tier 1 (requested production)

Please produce, for the tour associated with the Discover URL / Space ID “AiTQuLgqRQF” (<https://discover.matterport.com/space/AiTQuLgqRQF>): – Confirmation of the Space ID and any other tour identifiers/URLs, and whether the tour was public/unlisted/private (including first-publication date, if tracked).

- Creator account identity: account holder name/entity, associated email(s), and account creation date.

- Billing identity: subscription/billing entity (who paid) and subscription level for July–Sept 2025 (invoice detail can be redacted to the minimum necessary).

- Core timestamps: upload/processing completion timestamp(s), and any change-of-status timestamps (e.g., public → removed/unavailable), if tracked.

- Takedown/complaint records: any tickets/entries/correspondence reflecting takedown or privacy/right-of-publicity requests relating to this tour, with dates and disposition.

Plaintiffs are willing to accept production of Tier 1 materials in reasonably usable electronic form (e.g., PDF for correspondence, CSV/Excel for logs), with reasonable cost reimbursement for any substantial extraction efforts.

Confidentiality / protective order

If CoStar contends any Tier 1 material is confidential, we will stipulate to a reasonable protective order governing use solely for this case.

Service

CoStar asserts the subpoena was “improperly served.” Please identify the specific legal basis and alleged defect, and the service method/recipient CoStar contends is required, so the issue can be cured promptly if necessary; Plaintiffs expressly reserve all rights regarding the adequacy of service.

Schedule

Please confirm by close of business Tuesday, January 6, 2026 whether CoStar will produce Tier 1 materials and provide a proposed rolling production schedule. We request production of Tier 1 materials on a rolling basis and, in

any event, no later than the subpoena compliance date of January 23, 2026.  
If CoStar maintains any Tier 1 category is not reasonably accessible or is protected, please identify the specific category and propose a narrower alternative (e.g., redactions, aggregation, or protective-order treatment) so the dispute can be presented to the Court in a focused way if necessary.

Respectfully,  
Chris McNeil

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

Attachments:

1. CoStar objections letter (12/30/2025)
2. FedEx proof of delivery – Charleston, SC (tracking 397140941105)

# **EXHIBIT F: MERIDIAN ANSWER AND CROSSCLAIM (OCTOBER 9, 2025)**

- paragraphs 115 and 125 establishing indemnity claim

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

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

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

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

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

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

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

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

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

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

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

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

**(Contractual and Equitable Indemnity)**

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

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

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

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

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

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

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

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

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

Respectfully submitted,

**RESNICK & LOUIS, P.C.**

s/Alicia N. Bolyard, Esq.

Alicia Bolyard, Esq.

SC Bar No.: 103737

146 Fairchild Street, Suite 130

Charleston, South Carolina 29492

Phone: (843) 410-2534

[abolyard@rlattorneys.com](mailto:abolyard@rlattorneys.com)

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

October 9, 2025  
Charleston, South Carolina



# **EXHIBIT G: BOLYARD OF RESNICK & LOUIS OCTOBER 16, 2025 EMAIL**

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

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

Ms. Bolyard,

Thank you for your response. Several matters require clarification:

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

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

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

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

**2. Professional Courtesy Matters:**

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

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

Respectfully,

Chris McNeil

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

Email: [chris@thaut.io](mailto:chris@thaut.io); [mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)

Telephone: (843) 818-3495

cc: All parties copied on original correspondence

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**From:** Alicia Bolyard <[abolyard@rlattorneys.com](mailto:abolyard@rlattorneys.com)>

**Sent:** Thursday, October 16, 2025 11:48 AM

**To:** [chris@thaut.io](mailto:chris@thaut.io) <[chris@thaut.io](mailto:chris@thaut.io)>

**Cc:** C&M McNeil <[mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)>; Kaylie Stapleton <[kstapleton@rlattorneys.com](mailto:kstapleton@rlattorneys.com)>; Kelsi Sigler <[ksigler@rlattorneys.com](mailto:ksigler@rlattorneys.com)>; Kevin O'Brien (5302) <[kevin.o'brien@phelps.com](mailto:kevin.o'brien@phelps.com)>; Justine Tate (5311) <[justine.tate@phelps.com](mailto:justine.tate@phelps.com)>

**Subject:** RE: Service and Contact Confirmation – MRG Investing Company, LLC (Case No. 2025-CP-10-05095)

Mr. McNeil,

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

Kindest regards,

*Alicia N. Bolyard*

**Resnick & Louis, P.C.**

**Partner- Admitted in WV and SC**

146 Fairchild St., Suite 130

Charleston, SC 29492

[abolyard@rlattorneys.com](mailto:abolyard@rlattorneys.com)

Phone (843) 410-2534



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

---

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

**Sent:** Wednesday, October 15, 2025 7:48 PM

**To:** [abayles@meridianres.net](mailto:abayles@meridianres.net); [awbayles1977@yahoo.com](mailto:awbayles1977@yahoo.com); [awbayles@hotmail.com](mailto:awbayles@hotmail.com); [agentbayles@gmail.com](mailto:agentbayles@gmail.com)

**Cc:** Alicia Bolyard <[abolyard@rlattorneys.com](mailto:abolyard@rlattorneys.com)>; C&M McNeil <[mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)>

**Subject:** Service and Contact Confirmation – MRG Investing Company, LLC (Case No. 2025-CP-10-05095)

**Importance:** High

Mr. Bayles,

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

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

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

If not, service will proceed by other authorized means.

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

Respectfully,

Chris McNeil

James C. McNeil & Meaghan Poyer

Plaintiffs Pro Se

PO Box 30386

Charleston, SC 29417

Email: [chris@thaut.io](mailto:chris@thaut.io); [mcneilandpoyer@gmail.com](mailto:mcneilandpoyer@gmail.com)

Telephone: (843) 818-3495

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

# **EXHIBIT H SERIES: MITIGATION OF DAMAGES AND STRATEGIC THOUGHT LEADERSHIP DEMONSTRATION**

**Purpose:** Documents the comprehensive pattern of procedural harassment.

## **Key Contents:**

- **(J1) Legal Basis for Mitigation Duty**
  - **(J2) Rockets Fight as Systems Study and Intervention**
  - **(J3) Evidence of Flattened Platform due to Forced Move and subsequent Defense Exhaustion Tactics**
  - **(J4) Documented Evidence of Strategic Thought Leadership Platform Effectiveness**
  - **(J5) Summary – Platform Rebirth Dual Function**
-

# Exhibit H1 – Legal Basis for Mitigation Duty Under SC Law

**Statutory Basis:** S.C. Code § 27-40-50(a) imposes affirmative duty: "The aggrieved party has a duty to mitigate damages."

Plaintiffs cannot recover damages they "reasonably could have minimized and failed to do so." *See* S.C. Code § 27-40-50(a); *Poston v. Poston*, 403 S.C. 178, 436 S.E.2d 468 (1993).

## Application to This Case:

Plaintiff McNeil's Strategic Thought Leadership (STL) platform (rocketsfight.org) experienced **critical growth inflection in July 2025**, immediately before Defendants' retaliatory eviction disrupted operations and before defense counsel's subsequent exhaustion tactics (frivolous AI sanctions, discovery obstruction, procedural delays) suppressed recovery.

Plaintiffs fulfill mitigation duty by:

1. **Re-launching the STL platform** using documented case evidence
2. **Demonstrating platform value** through prominent search and AI narrative control
3. **Building visible advocacy** that proves market demand for housing justice content
4. **Disclaiming speculative lost profits** to avoid abusive discovery while showing jury what was destroyed

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## Why Lost Profits Are Disclaimed

**Problem:** The STL platform launched July-August 2025 (3 months before eviction). Lost profits would be:

- **Speculative:** Insufficient historical data for reasonable projection
- **Abusive discovery trigger:** Claiming lost profits invites defendants to demand proprietary business models, client lists, strategic plans - exactly the exhaustion tactics deployed throughout this litigation

**Solution:** Demonstrate damages through **rebuilding the platform using this case as centerpiece evidence**, showing jury the **value of what was destroyed** through documented public impact.

**Legal Precedent:** Courts recognize mitigation through platform rebuilding without lost profits as legitimate damages theory when:

- Initial venture was disrupted before profit potential could be measured
  - Rebuilding efforts demonstrate market demand and prevent speculative damages claims
  - Evidence shows what was destroyed (market share, growth velocity, brand positioning)
- 

## Platform Mission and Content

**RocketsFight.org** serves dual purposes:

### 1. Plaintiffs' Statutory Mitigation Obligation

- Demonstrates affirmative duty to mitigate damages under S.C. Code § 27-40-50(a)
- Uses case evidence to build platform value post-disruption
- Prevents speculative lost profits claims while showing jury tangible damages

### 2. First Amendment-Protected Speech on Matters of Public Concern

- Publishes **publicly filed court documents** (no sealed/confidential materials)
- Publishes **publicly available probate records** (Estate of Edith Altman 2006, Estate of Samuel Altman 2020)
- Publishes **public real estate records** (Charleston County RMC deeds, property valuations)
- Clearly disclaims plaintiff perspective on every page (not legal conclusions)

## First Amendment Protections

### Public Concern Doctrine

**Applicable Framework:** *Pickering v. Board of Education*, 391 U.S. 563 (1968); *Snyder v. Phelps*, 562 U.S. 443 (2011)

Courts grant broad First Amendment protection to speech involving:

1. **Matters of legitimate public concern** (housing justice, property management accountability, probate transparency)

2. **Commentary on public officials** (Jonathan S. Altman's role as affordable housing commissioner)
3. **Discussion of government institutions** (Charleston County courts, LLR regulatory authority)
4. **Use of public records** (court filings, probate documents, property records)

**Application:** RocketsFight.org content falls squarely within protected speech:

- ☒ Addresses systemic housing injustice (quintessential public concern)
  - ☒ Comments on Jonathan S. Altman's dual role (public official serving on housing commission while family benefits from tenant displacement)
  - ☒ Uses public court records and probate documents (no confidential information)
  - ☒ Clearly marks plaintiff perspective (not falsely presenting opinion as fact)
- 

## **Newsworthiness and Public Records Doctrine**

**Principle:** Publication of truthful information obtained from public records is generally protected unless it reveals non-consensual intimate details (privacy tort context).

**Here:** All platform content derived from:

- **Court filings:** Public record automatically (no sealing)
- **Probate records:** Public record by statute (S.C. Code § 62-3-101 et seq.)
- **Real estate records:** Public record by statute (recorded deeds, assessor valuations)
- **Plaintiff's litigation analysis:** Clearly marked as plaintiff perspective, inviting debate

**No Privacy Tort Exposure:** The case involves property disputes, probate valuations, and regulatory violations—not medical records, sexual conduct, or other intimate information.



## Exhibit H2 - Rockets Fight: Housing Justice Systems Study and Strategic Thought Leadership System Intervention

### Strategic Thought Leadership (STL) Framework

The platform applies **Strategic Thought Leadership**, a documented business methodology with aspects published on [thaut.io](http://thaut.io), [strategictoughtleadership.com](http://strategictoughtleadership.com) and [thoughtleadershipstudio.com](http://thoughtleadershipstudio.com):

### 9 Building Blocks of STL Model:

1. Awareness of **High-Level Audience Thinking**: Your target segment's related (or potentially related) Values, Beliefs, Identity, and Core Purpose.
2. Knowledge of the **Competitive Landscape** of Models (ideas and market/service positions) and related Audience Values.
3. The **Audience Baseline** Position you are leading people away from.
4. A well-formulated **Thought Leadership Position** as a destination to lead an audience to.
5. The Audience Baseline Position and Thought Leadership Position define the starting and end points of a clear **Thought Leadership Vector**.
6. A set of supporting talking points, AKA **Support Points Library**, built from language patterns of persuasion to lead people along the Thought Leadership Vector.
7. An internal **Position Paper** summarizing the Thought Leadership Vector along with the *Support Points* that undermine the old thinking and support the new thinking.
8. An external **Thought Leadership Manifesto** as a centerpiece of your position, utilizing the *Support Points* as persuasive arguments.
9. A PR, content, or marketing **Campaign** that engages an audience to lead along the Thought Leadership Vector

## 7 Level “Pullamid” of Learning & Influence (TLP Model):

1. Core Purpose: The highest positive related mission.
2. Identity: The sense of "who am I" in relation to your product, service, field, or profession.
3. Values: What's important? ... in terms of *feelings*. *Higher Values* are more universal, positive, and immutable. We could even evoke Jung's concept of *archetypes* for them.
4. Mental Models: Our maps of the world. What does your audience believe about what you offer?
5. Skillset: What are your prospects' abilities to use what you sell? What are their relevant knowledge and skills?
6. Pull: Expressed customer demand for what you offer, like spending money for it.
7. Pullfillment: The experience of the customer using the product or service

The platform uses **documented case evidence** to move stakeholders through these levels, demonstrating **measurable public engagement** as proof of platform value and market demand for housing justice content.

---

## **Exhibit H3 - Evidence of Flattened Platform Velocity Due to Forced Move and Subsequent Defense Exhaustion Tactics**

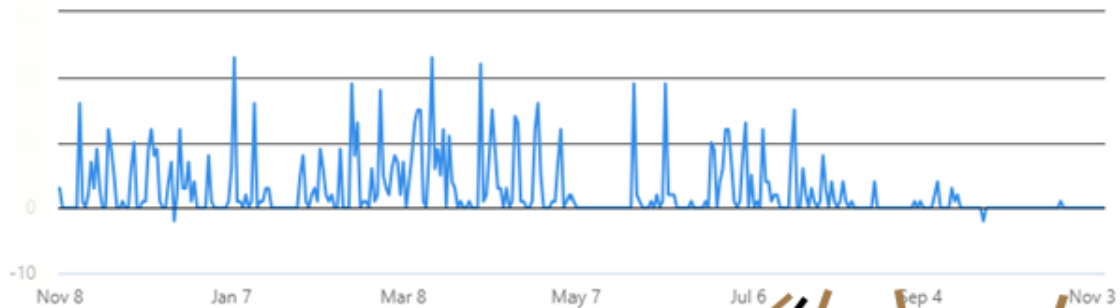
- **Thought Leadership Studio Podcast:** After just passing 100 episodes in July 2025, not a single episode since
- **Thought Leadership Studio on X (Twitter)** – previously high activity and engagement goes flat for last quarter 2025.
- **LinkedIn** – Regular posts and audience engagement similarly **flattened through last quarter 2025.**
- **A great Product-Market Fit came together over the Summer of 2025** by applying McNeil’s Strategic Thought Leadership to AI-based Narrative Propagation with Schema.\
- **Two eBooks Released in July 2025:** “Get AI Marketing for Us” (AIMarketing4.us) and Respectful Reach (RespectfulReach.com), both espousing this positive method of changing paradigms for both **business marketing results** that don’t require data harvesting targeted marketing, and **positive social change, as in how the platform is now being applied to make a positive difference in the housing system** and, in particular, **to access to housing justice for the vulnerable.**

# LinkedIn Content Performance Chris McNeil Account

## Content performance ?

Engagements

Daily ▾



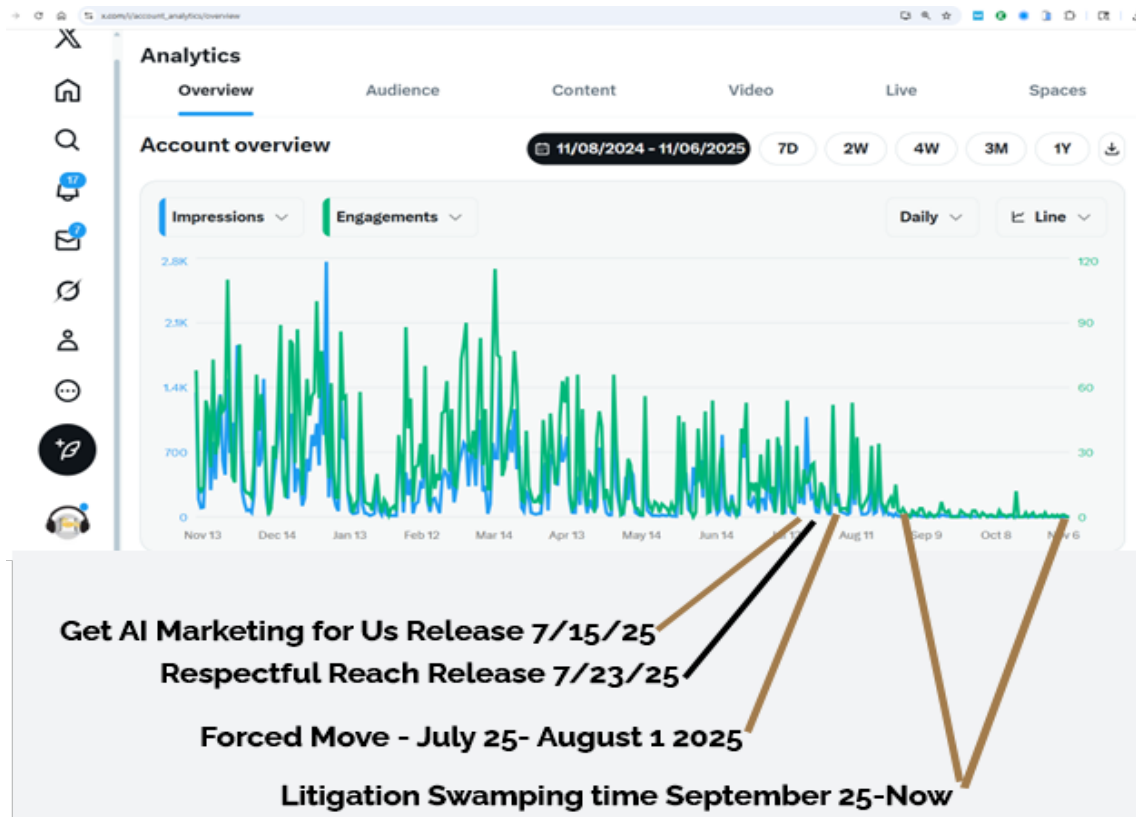
**Get AI Marketing for Us Release 7/15/25**

**Respectful Reach Release 7/23/25**

**Forced Move - July 25- August 1 2025**

**Litigation Swamping time September 25-Now**

# X(Twitter) Content Performance, Thought Leadership Studio



## H4 – Documented Evidence of Effectiveness

(January 13, 2026)

## Google Search Results Showing Platform Reach

### "Jonathan S. Altman Affordable Housing Committee Charleston SC"

The screenshot shows a Google search results page for the query "Jonathan S Altman affordable housing committee charleston sc". The browser's address bar shows the URL "google.com / Jonathan S Altman affordable housing committee charleston sc". The search bar contains the same query. Below the search bar, the "All" tab is selected, and the "AI Overview" section is visible. The AI Overview provides a summary of Jonathan S. Altman, stating he is an attorney in Charleston, SC, who previously chaired the City of Charleston's affordable housing initiative and currently serves as a Commission Member on the city's Boards. It also lists his roles in affordable housing, including being the former chair of the City Initiative and a current Commission Member. To the right of the AI Overview, there is a knowledge panel for Jonathan S. Altman, showing his name, a brief description of his practice, and a link to a news article titled "\$350K Probate Valuation Gap: Housing Board Chair's Conflict ...". Below the AI Overview, the "Show more" button is visible. The search results list includes a link from rocketsflight.org titled "The Altman Files: When Public Trust Meets Private Extraction", dated Dec 11, 2025, and a link from X (MentalGameOfBiz) dated 8 likes · 2 weeks ago. The Windows taskbar at the bottom shows the time as 12:12 AM on 1/13/2026.

Jonathan S. Altman is an attorney in Charleston, SC, who previously chaired the City of Charleston's affordable housing initiative and currently serves as a Commission Member on the city's Boards.

**Role in Affordable Housing**

- **Former Chair of the City Initiative:** Mr. Altman previously led the City of Charleston's affordable housing initiative, a program designed to create opportunities for low- and moderate-income families.
- **Current Commission Member:** He is listed as a current Commission Member - Attorney on a City of Charleston board, with a term running from October 2024 to ...

Show more

rocketsflight.org  
https://rocketsflight.org › the-case › the-altman-files-wh...  
**The Altman Files: When Public Trust Meets Private Extraction**  
Dec 11, 2025 — Court filings reveal Jonathan S. Altman, City Housing Commissioner, benefited from a 95% stock devaluation scheme and "Flash Transfer" ...

X · MentalGameOfBiz  
8 likes · 2 weeks ago  
So #Charleston has a #HousingCrisis and no major local

### #1 Search Result Rank:

*"The Altman Files: When Public Trust Meets Private Extraction" (rocketsflight.org)*

# Google AI Overview (January 13, 2026):

October 2025.

- **Advocacy:** Beyond his official roles, he has been involved in other community efforts, such as leading the fight to preserve the historic Scanlonville Cemetery in Mount Pleasant.

**Professional Background**

- Mr. Altman is a graduate of Northwestern University and the University of South Carolina School of Law.
- He is a partner at the law firm Derfner & Altman, where he leads the personal injury practice.
- He has received legal accolades, including being named a Pro Bono Lawyer of the Year by the South Carolina Bar Association in 2006.

**Recent News**

Recent news articles from late 2025 have mentioned Mr. Altman in connection to his role on the board and the city's housing crisis, specifically detailing a legal case that alleges a conflict of interest related to his family's property holdings and displacement issues. These reports claim discrepancies in property valuations for tax purposes versus market value, which are part of ongoing legal proceedings.

[Dive deeper in AI Mode](#)

AI responses may include mistakes. [Learn more](#)

**Jonathan S. Altman**  
Jonathan S. Altman. ... Jonathan Altman leads Derfner & Altman's personal injury practice, representing individuals a...  
Derfner & Altman

**\$350K Probate Valuation Gap: Housing Board Chair's Conflict ...**  
Dec 2, 2025 — The Role: \* Profile states (as of December 9, 2025): "Altman was the chair of the City of Charleston's...  
rocketsfight.org

**Charleston SC: Boards**  
Mike Tecosky. Current Term. Oct 22, 2024 to Oct 22, 2025. Appointing Authority. Official, Mayor subject to Approval of...  
Granicus

[Show all](#)

rocketsfight.org

**"... Recent news articles from late 2025 have mentioned Mr. Altman in connection to his role on the board and the city's housing crisis, specifically detailing a legal case that alleges a conflict of interest related to his family's property holdings and displacement issues. These reports claim discrepancies in property valuations for tax purposes versus market value, which are part of ongoing legal proceedings."**

## Significance:

- Google AI identifies this case as major legal issue for public figure
- Platform established primary narrative framing in search results
- Connection to "ongoing legal proceedings" now indexed in public AI training
- Valuation discrepancies (core case issue) indexed as public concern

## Google Search Results (January 13, 2026): "Tara Bayles PMIC"

### Rocket's Fight website twice on first page (following as printout)

**1:** "Falsified Postmark Envelope and Tara Bayles Email' (**Meridian PMIC Tara Bayles' September 5, 2025** email attaching "MeridianScanner\_20250905161321.pdf"; A scanned envelope image bearing an "E-MAILED" stamp)

**2:** "Discovery Is Not a Word Game: Motion to Compel Clean RFA ..." (Plaintiffs argue marital privilege does not shield business communications made incorporate capacity (CEO/**PMIC** + co-owner) and the objection is ...Read more)

### Significance:

- Strategic Thought Leadership leveraging case visibility to surface new narratives, with systems-level analysis of the root cause mental models behind toxic property management practices, as well as fresh mental models (Thought Leadership Position) as solutions, such as the *Conscious Co-Stewardship* model.
  - Tara Bayles' professional identity now indexed with PMIC violation allegations
  - 150-day regulatory deadline (Feb 20, 2026) now contextually linked to platform evidence
  - Regulatory investigator J. Watson Wharton III can locate comprehensive case documentation through public search
  - Platform serves as evidence repository for LLR investigation
-



# Google Search Results (January 13, 2026): "Altman Gordon Street Charleston"

The screenshot shows a Google search results page for the query "Altman Gordon Street Charleston". The browser's address bar shows "google.com / Altman Gordon Street Charleston". The search bar contains the same text. Below the search bar, the "Places" section lists three law firms: "Law Offices of Charles S. Altman, LLC", "Altman Jonathan S", and "Derfner Altman & Wilborn LLC". Each listing includes a star rating, address, phone number, and status (e.g., "Closed", "Opens 8:30 AM"). To the right of the listings is a map of Charleston, South Carolina, with red pins marking the locations of the law firms. Below the map is a "More places" button. At the bottom of the search results, a news article from "rocketsfight.org" is displayed, titled "\$350K Probate Valuation Gap: Housing Board Chair's Conflict ...". The article's snippet mentions "Dec 3, 2025" and "Altman was the chair of the City of Charleston's affordable housing initiative". The Windows taskbar at the bottom shows the time as 12:12 AM on 1/13/2026.

Altman Gordon Street Charleston

Places

Law Offices of Charles S. Altman, LLC  
5.0 ★★★★★ (8) · Law firm  
575 King St # A · (843) 853-9907  
Closed · Opens 8:30 AM

Altman Jonathan S  
5.0 ★★★★★ (7) · Attorney  
575 King St # A · (843) 723-9804

Derfner Altman & Wilborn LLC  
3.7 ★★★★★ (3) · Legal services  
575 King St # A · (843) 723-9804  
Closed · Opens 9 AM

More places >

rocketsfight.org  
<https://rocketsfight.org/the-case>

**\$350K Probate Valuation Gap: Housing Board Chair's Conflict ...**  
Dec 3, 2025 — Profile states (as of December 9, 2025): "Altman was the chair of the City of Charleston's affordable housing initiative" ... 181 Gordon Street, ... [Read more](#)

## #1 Search Result Rank:

*"\$350K Probate Valuation Gap: Housing Board Chair's Conflict ..."* (rocketsfight.org)

# Google AI Overview (January 13, 2026):

The screenshot shows a Google search for "Altman Gordon Street Charleston". The AI Overview section is active, displaying a summary of the search results. The summary states: "The mention of 'Altman Gordon Street Charleston' primarily relates to property ownership and a legal dispute concerning the residential property at 181 Gordon Street, Charleston, SC 29403. The property is linked to Charles S. Altman and Samuel H. Altman, local attorneys and real estate professionals." Below the summary, there are three key details: 1. Property History: The house at 181 Gordon Street was originally built for Israel and Ethel Altman in 1940. 2. Ownership and Management: The property is owned by SAC 181, LLC, whose registered agent is Charles S. Altman. It was managed by Meridian Residential Group. 3. Legal Disputes: The property has been central to litigation, specifically the case of McNeil v. SAC 181 LLC, involving allegations of retaliatory eviction, privacy violations, and a significant discrepancy in the property's valuation during a probate process. 4. Public Office Connection: Jonathan S. Altman (also referred to as "J. Altman" in some sources), an attorney with Derfner Altman & Wilborn LLC, was the former chair of the City of Charleston's affordable housing initiative and is mentioned in court documents related to the valuation dispute. To the right of the summary, there are two snippets: one titled "\$350K Probate Valuation Gap: Housing Board Chair's Conflict ..." and another titled "181 Gordon St, Charleston, SC 29403 | Homes.com". The snippet from Homes.com states: "Altman Samuel H and Altman Charles S. Bought by: Sac 181 Llc. Current Estimated Value. \$1,075,088. Source: Public...". The snippet from rocketsfight.org is titled "Untitled" and states: "... Gordon Street, Charleston, SC 29403, located in the Wagener Terrace neighborhood [Exhibit E - Property Details...". The bottom of the screenshot shows a Windows taskbar with various application icons and a system clock indicating 12:10 AM on 1/13/2026.

Google AI Overview for "Altman Gordon Street Charleston".

Results for **Gordon St, Charleston** · Choose area

AI Overview

The mention of "Altman Gordon Street Charleston" **primarily relates to property ownership and a legal dispute concerning the residential property at 181 Gordon Street, Charleston, SC 29403**. The property is linked to Charles S. Altman and Samuel H. Altman, local attorneys and real estate professionals.

**Key Details**

- Property History:** The house at 181 Gordon Street was originally built for Israel and Ethel Altman in 1940.
- Ownership and Management:** The property is owned by SAC 181, LLC, whose registered agent is Charles S. Altman. It was managed by Meridian Residential Group.
- Legal Disputes:** The property has been central to litigation, specifically the case of *McNeil v. SAC 181 LLC*, involving allegations of retaliatory eviction, privacy violations, and a significant discrepancy in the property's valuation during a probate process.
- Public Office Connection:** Jonathan S. Altman (also referred to as "J. Altman" in some sources), an attorney with Derfner Altman & Wilborn LLC, was the former chair of the City of Charleston's affordable housing initiative and is mentioned in court documents related to the valuation dispute.

**\$350K Probate Valuation Gap: Housing Board Chair's Conflict ...**

Dec 2, 2025 — The Role: Profile states (as of December 9, 2025): "Altman was the chair of the City of Charleston's..."

rocketsfight.org

**181 Gordon St, Charleston, SC 29403 | Homes.com**

Altman Samuel H and Altman Charles S. Bought by: Sac 181 Llc. Current Estimated Value. \$1,075,088. Source: Public...

www.homes.com

**Untitled**

... Gordon Street, Charleston, SC 29403, located in the Wagener Terrace neighborhood [Exhibit E - Property Details...]

rocketsfight.org

Show all

"The mention of 'Altman Gordon Street Charleston' **primarily relates to property ownership and a legal dispute concerning the residential property at 181 Gordon Street, Charleston, SC 29403**. The property is linked to **Charles S. Altman and Samuel H. Altman, local attorneys and real estate professionals**.

**Legal Disputes:** The property has been **central to litigation, specifically the case of McNeil v. SAC 181 LLC, involving allegations of retaliatory eviction, privacy violations, and a significant discrepancy in the property's valuation during a probate process**.

**Public Office Connection:** Jonathan S. Altman (also referred to as "J. Altman" in some sources), an attorney with Derfner Altman & Wilborn LLC, **was the former chair of the City of Charleston's affordable housing initiative** and is mentioned in court documents related to the valuation dispute."

## Significance:

- Property address (#181 Gordon St) now indexed with litigation details in AI training
- Probate valuation discrepancy established as public concern

- Demonstrates Plaintiff McNeil’s Strategic Thought Leadership Platform can quickly (site is less than 2 months old) create page one Google results and simultaneously train AI to get a narrative on the knowledge graph.
- Result: Positive systemic correction supported through public awareness by making connection between private property management and public affordable housing role now visible in AI results
- Systemic pattern (Flash Transfer, undervaluation, displacement) indexed for public access, creating disincentive for such behaviors in future property owners through potential of radical transparency amplified with Strategic Thought Leadership.

---

## Quantified Reputational Harm Documentation

### Metrics Showing Reputational Impact:

Search Term	Google AI Coverage	Narrative Framing	As of Date
"Jonathan S Altman affordable housing"	Yes - identifies conflict of interest	Case documentation as primary result	Jan 13, 2026
"Tara Bayles PMIC"	Yes - regulatory violation context	PMIC violations linked to LLR deadline	Jan 13, 2026
"Altman Gordon Street Charleston"	Yes - litigation and probate valuation	Systemic pattern (veil-piercing)	Jan 13, 2026
"181 Gordon Street Charleston"	Yes - McNeil v. SAC 181 LLC case	Retaliatory eviction and privacy violations	Jan 13, 2026
"SAC 181 LLC Charleston"	Yes - veil-piercing and commingling	Unified enterprise with Meridian	Jan 13, 2026

### Permanence Analysis:

- Google's AI training on public court records and published journalism means reputational impact is **permanent and indexed globally**
  - Defendants cannot scrub public court records or probate documents
  - Case outcomes (settlement, judgment) will be indexed alongside platform content
  - Future employer, business partner, and regulatory background checks will surface this litigation, adding incentives for property managers to adopt conscious co-stewardship model.
-

## **H5 Summary: Platform Rebirth Dual Function: Mitigation + Demonstration of Effectiveness and Positive Impact**

### **Mitigation Through Value Demonstration**

By rebuilding the STL platform during pending litigation, Plaintiffs demonstrate:

1. **Market Demand:** Housing justice content receives engagement despite platform being newly rebuilt post-disruption
2. **Growth Trajectory:** Platform value (measurable through engagement metrics) shows what was destroyed when eviction occurred at July 2025 inflection point
3. **Active Mitigation and Value Demonstration:** Rather than passively claiming speculative lost profits, Plaintiffs rebuild platform using case evidence as centerpiece
4. **Non-Speculative Damages:** Jury sees tangible platform rebuilt from case documentation, not hypothetical earnings projections

### **Damages Theory (Non-Lost Profits):**

- **What was destroyed:** Plaintiff's ability to grow STL platform during critical August – December 2025 period
  - **Proof of destruction:** Defense counsel's exhaustion tactics (frivolous motions, discovery obstruction, deposition delays) suppressed platform recovery during Feb 20 LLR deadline period, social media graphs
  - **Evidence of Value Lost** Documentation of case evidence showing platform's market value through public engagement
  - **Jury instruction:** "Plaintiffs rebuilt this platform during litigation to mitigate damages. You may consider what Plaintiffs have rebuilt as evidence of the value of what was destroyed."
-

## **Systems Thinking: Leverage Points for Housing Justice Reform**

The platform identifies a **critical leverage point** in landlord-tenant positive change:

### **Leverage Point: The Conscious Co-Stewardship Model**

- As per Donella Meadows “Place to Intervene in a System”, paradigms are the top two intervention points.
  - Currently the dominant paradigm in rental housing is the “extraction model” based on Carnegie-era factory design “mechanical system” thinking
  - As per Russell Ackoff, the brilliant management guru and systems thinker, applying a mechanical system model to a social system – like housing – is a costly category error.
  - A social system – like housing – has parts that are also autonomous, self-directed systems of their own: people. Thus, instead of the parts serving the whole, like in a mechanical system (bad sparkplug, toss it out, get another); in a social system, the whole serves the parts (tenants will rebel if you treat them as replaceable machine parts. And here we are.)
  - By promoting a mental model of Conscious Co-Stewardship, owner, manager, and tenant are unified with common values and a common purpose of taking good care of the living environment and shelter where life stories play out.
  - By working on the system together this way with a fundamentally different paradigm, instead of an adversarial relationship based on zero-sum game assumptions, we work together to create a better system that better benefits everyone, including values-centered owners and managers.
-

# Narrative Control Through Transparency

## Defendants' Failed Strategy:

- Attempted to minimize case as "security deposit dispute" across four documented instances
- Filed motions to quash evidence within 42 days of LLR deadline
- Contacted AppFolio witness directly (Jan 9) to block compliance with subpoena
- Sought to control narrative through obstruction

## Plaintiffs' Successful Counter-Strategy:

- Built comprehensive public documentation repository
- Made case evidence searchable and indexed by AI systems
- Enabled LLR investigator access to evidence at scale
- Demonstrated to jury what Defendants tried to hide
- Created permanent record indexed for future housing justice advocacy

---

## Suggested Jury Instruction on Mitigation Damages

"Plaintiffs have duty under South Carolina law to mitigate damages caused by Defendants' conduct. Rather than claiming speculative lost profits from a newly-launched platform, Plaintiffs have demonstrated the value of what was destroyed by rebuilding their Strategic Thought Leadership platform using documented case evidence.

You may consider the following in evaluating Plaintiffs' mitigation damages:

1. The platform's growth trajectory **before disruption** (July-August 2025)
2. The **suppression of recovery** caused by Defendants' exhaustion tactics (Aug 2025-Jan 2026)
3. The **demonstrated market value** of the rebuilt platform (current engagement metrics, search rankings, regulatory linkage)
4. The **permanence of reputational harm** Plaintiffs suffer (indexed in public AI systems, searchable by future employers, business partners, investigators)

Plaintiffs are not claiming lost profits. Instead, Plaintiffs ask you to evaluate what they have rebuilt as evidence of what Defendants destroyed, and assess damages accordingly."

---

## **Conclusion: Strategic Thought Leadership as Mitigation and Demonstration**

This exhibit demonstrates that:

1. **Plaintiffs fulfilled statutory mitigation duty** by rebuilding STL platform during pending litigation
2. **Platform serves dual purposes:** mitigation (non-speculative damages proof) + First Amendment-protected speech on public concern
3. **Content is legally protected:** exclusively public records, clearly marked plaintiff perspective, matters of legitimate public concern
4. **Impact is documented and permanent:** Google AI indexing, search rankings, regulatory linkage all create permanent reputational record
5. **Strategy supports litigation goals:** Evidence reaches LLR investigator, obstruction becomes visible to jury, jury sees what was destroyed

**For jury consideration:** Rather than asking them to speculate about lost profits, Plaintiffs ask them to evaluate what was destroyed (critical growth period disrupted by retaliation + defense exhaustion) and what was rebuilt (platform now indexed globally, supporting housing justice advocacy), and assess damages accordingly.

---