

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

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JULIE J. ARMSTRONG
CLERK OF COURT

AMENDED COMPLAINT

(Jury Trial Demanded)

Parties

1. Plaintiff **James C. ("Chris") McNeil** is a resident of Charleston County, South Carolina.
2. Plaintiff **Meaghan Poyer** is a resident of Charleston County, South Carolina.
3. Defendant **SAC 181, LLC** is a South Carolina limited liability company, with its principal office located in Charleston County, South Carolina, and the owner and landlord of the rental property located at 181 Gordon Street, Charleston, SC.
4. Defendant **Meridian Residential Group, LLC** is a South Carolina limited liability company engaged in property management, with offices in Charleston County, South Carolina. At all relevant times, Meridian acted as the property management agent for SAC 181, LLC with respect to 181 Gordon Street.
5. **NEW** - Defendant **Adam W. Bayles** is an individual residing in Charleston County, South Carolina. He is the co-owner and Business Development Director of Meridian

Residential Group, LLC, where he exercises substantial authority over business operations. He is also the registered agent, member, and operator of MRG Investing Company, LLC, an affiliated real estate investment entity. In addition, Mr. Bayles is a licensed real estate associate in South Carolina and is actively engaged in property management and real estate investment activities. By virtue of his ownership, management roles, and operational control, Mr. Bayles is responsible for and may be held liable for the obligations and liabilities of Meridian Residential Group, LLC and MRG Investing Company, LLC.

6. **NEW** - Defendant **Tara Bayles** is an individual residing in Charleston County, South Carolina, who is the CEO, owner, and registered agent of Meridian Residential Group, LLC. Tara Bayles directly participated in the fraudulent conduct alleged herein, including the creation and transmission of falsified federal postal documentation in legal proceedings.
7. **NEW** - Defendant **MRG Investing Company LLC** is a South Carolina limited liability company with its principal office located at 8310 Rivers Avenue, Suite B, North Charleston, SC 29406 (the same address as Meridian Residential Group, LLC), engaged in real estate investment and property acquisition. Adam W. Bayles is a member and signatory for MRG Investing Company LLC, and the entity operates as part of an integrated business enterprise with Meridian Residential Group, LLC.

Jurisdiction and Venue

8. Jurisdiction is proper in this Court pursuant to S.C. Code Ann. § 14-5-340 because the amount in controversy exceeds \$7,500.
9. Venue is proper in Charleston County pursuant to S.C. Code Ann. § 15-7-30 because the property at issue is located in Charleston County, Defendants conduct business in Charleston County, and the events giving rise to this action occurred in Charleston County.

Introductory Allegations

10. Plaintiffs leased the residential property at **181 Gordon Street, Charleston, SC** from Defendant SAC 181, LLC, with Defendant Meridian Residential Group, LLC serving as property manager and agent of the landlord.
11. Plaintiffs vacated and surrendered possession of the property on or about **August 1, 2025**, after arranging and paying for professional cleaning services at a cost of \$1071.50, leaving the premises in a condition better than when they first took possession. Despite this, Defendants later produced an untimely itemization that

improperly included charges such as 'clean dirty oven,' drywall repairs attributable to pre-existing water damage, and removal of personal property present since move-in. These charges were false, unsupported, and legally barred under S.C. Code Ann. § 27-40-410, further evidencing Defendants' bad faith.

12. Despite receiving the premises in improved condition following Plaintiffs' investment in professional cleaning, Defendants failed to return the deposit.
13. Plaintiffs paid a **security deposit of \$2,595.00** to the property's original manager, William Olasov. Following the sale of that business to Roadstead Management and the later transfer of management duties to Meridian Residential Group, LLC, the deposit remained held on behalf of the landlord, Defendant SAC 181, LLC, which has at all times borne ultimate responsibility for its safekeeping and lawful return.
14. Under **S.C. Code Ann. § 27-40-410**, Defendants were required to return Plaintiffs' deposit or provide a written, itemized statement of lawful deductions within **30 days** after Plaintiffs delivered possession.
15. Defendants failed to timely return the deposit or provide a proper written accounting, in violation of South Carolina law.
16. When pressed, Defendants produced documentation purporting to show mailing compliance, which in fact was not a valid USPS postmark but an **internal office stamp with handwritten notations**, constituting fraudulent misrepresentation.
17. **NEW** - The falsified postal documentation was created and transmitted by Defendant Tara Bayles, acting in her capacity as CEO of Meridian Residential Group, LLC, which benefited the integrated business enterprise they operate together.
18. **REVISED** - Defendants have engaged in additional acts of bad faith and retaliatory conduct, including:
 - Systematic misrepresentation of South Carolina landlord-tenant law in email communications
 - Defensive and hostile responses when corrected on legal matters by tenants
 - Retaliatory termination of five-year tenancy following tenant safety requests
 - Unsafe housing conditions during tenancy, including broken attic stairs and inoperable windows
 - Stonewalling and fraudulent documentation after formal legal demands
 - **NEW** - This conduct reflects the pattern of tenant bullying, misrepresentation, and retaliation documented in independent tenant reviews spanning 2018-2025

19. **NEW** - pattern of retaliatory conduct included documented email communications in which Defendants' agents systematically misrepresented South Carolina landlord-tenant law requirements as a control tactic to intimidate tenants, were corrected by Plaintiffs through factual responses asserting their legal rights, and subsequently exhibited defensive behavior leading to the retaliatory termination of a five-year tenancy within weeks of Plaintiffs' protected rights assertion.
20. Since 2021, Defendant Meridian has maintained inaccurate registered office information with the South Carolina Secretary of State, contrary to the **South Carolina Uniform Limited Liability Company Act (Title 33, Chapter 44), including § 33-44-108 (registered agent and office)**.
21. **NEW** - Defendants Adam W. Bayles, Tara Bayles, Meridian Residential Group, LLC, and MRG Investing Company LLC operate as a unified business enterprise with shared management, shared business locations, commingled operations, and unified financial interests. The corporate entities are mere instrumentalities of the individual defendants and lack independent substance separate from their owners.
22. **NEW** - Defendant MRG Investing Company LLC operates from the same business address as Meridian Residential Group, LLC (8310 Rivers Avenue, Suite B, North Charleston, SC 29406) and is controlled by Defendant Adam W. Bayles, demonstrating the unity of interest and lack of corporate independence between these entities.
23. Plaintiffs bring this action to recover **treble damages, attorney's fees, and additional compensatory and punitive damages** for Defendants' violations of law, fraudulent misrepresentations, retaliatory behavior, and unsafe housing conditions.
24. At all relevant times, Meridian Residential Group, LLC acted as the authorized agent of SAC 181, LLC. Under South Carolina law, the knowledge and actions of an agent within the scope of its agency are imputed to the principal. Therefore, SAC 181, LLC is jointly and severally liable for all conduct and damages described herein.
25. **NEW** - Upon information and belief, Charleston County is experiencing a severe housing affordability crisis, with rental costs increasing over 50% in the past decade and nearly half of households cost-burdened. In this context, Defendants' misconduct - fraudulent documentation, safety violations, and retaliatory conduct - exacerbates housing insecurity and **warrants heightened accountability** to protect the broader community.
26. Upon information and belief, Defendant SAC 181, LLC maintains liability insurance coverage in connection with its property ownership and rental operations.

CAUSES OF ACTION

Count I – Violation of S.C. Code Ann. § 27-40-410 (Failure to Return Security Deposit)

27. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as if fully set forth herein.
28. Plaintiffs initially paid a security deposit of **\$2,595.00** to the original property management company, operated by William Olasov, in connection with the lease of the premises at 181 Gordon Street, Charleston, South Carolina. Following the sale of that business to Roadstead Management, and the later transfer of management duties to Defendant Meridian Residential Group, LLC, the deposit remained held on behalf of the landlord, Defendant SAC 181, LLC, which has at all times borne ultimate responsibility for its safekeeping and lawful return.
29. Pursuant to **S.C. Code Ann. § 27-40-410**, a landlord must return a tenant's security deposit or provide a written, itemized statement of lawful deductions within thirty (30) days after the termination of tenancy and delivery of possession.
30. Plaintiffs vacated and surrendered possession of the premises on or about **August 1, 2025**.
31. Defendants failed to return the security deposit or provide a lawful written itemization of deductions within the statutory thirty (30)-day period.
32. On September 4, 2025, Plaintiffs delivered a formal written demand for return of the deposit, which Defendants received and acknowledged.
33. Defendants failed to comply with that demand and instead produced documentation purporting to show timely mailing that was not a valid United States Postal Service postmark but merely an internal office stamp with handwritten notations.
34. Defendants' failure to timely return the deposit and their use of false documentation to suggest compliance constitute a **willful violation** of S.C. Code Ann. § 27-40-410.
35. As a direct and proximate result of Defendants' willful noncompliance, Plaintiffs are entitled to recover **treble damages**, together with **reasonable attorney's fees and costs**, as expressly provided by statute.

Count II – Fraudulent Misrepresentation

36. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as if fully set forth herein.

37. On or about September 5, 2025, Defendant Tara Bayles, acting as CEO of Meridian Residential Group, LLC and as the property management agent of Defendant SAC 181, LLC, transmitted to Plaintiffs documentation purporting to show compliance with South Carolina's security deposit return requirements.
38. The documentation was represented to Plaintiffs as a "postage-marked envelope" evidencing timely mailing of the deposit return or itemized statement.
39. In truth, the documentation transmitted via interstate electronic communication was not a genuine United States Postal Service postmark but merely an internal office stamp reading 'EMAILED' with handwritten notations, lacking all authenticating features of a USPS postmark, including official cancellation marks, machine-printed dates, and standardized postal facility formatting.
40. Defendants knowingly and falsely represented this documentation as a valid postmark, intending that Plaintiffs would rely on it as evidence of statutory compliance.
41. **NEW** - Upon information and belief, Defendant Tara Bayles created and transmitted the falsified documentation **while acting for the benefit of Meridian Residential Group, LLC and related business interests**; Plaintiffs further allege that **Adam W. Bayles and MRG Investing Company, LLC ratified and/or benefitted from** this conduct.
42. Plaintiffs reasonably relied on these representations in evaluating Defendants' claimed compliance with South Carolina law. Plaintiffs were forced to spend time and resources investigating the truth of Defendants' false documentation, compounding the harm caused by the wrongful withholding of their funds.
43. The false documentation was a material misrepresentation, directly related to Defendants' statutory obligations under S.C. Code Ann. § 27-40-410.
44. Defendants' conduct was willful, wanton, and in reckless disregard of Plaintiffs' rights, amounting to fraudulent misrepresentation.
45. As a direct and proximate result of Defendants' fraudulent misrepresentation, Plaintiffs have suffered damages, including but not limited to: the wrongful withholding of their security deposit, the costs of pursuing enforcement of their rights, and additional stress and inconvenience.
46. Defendants' transmission of falsified federal postal evidence via electronic interstate communication may also constitute wire fraud under 18 U.S.C. § 1343, highlighting the seriousness of the conduct and supporting punitive damages

47. Plaintiffs are entitled to recover compensatory damages, punitive damages, attorney's fees, and costs for Defendants' fraudulent misrepresentation.

Count III – Breach of Contract

48. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as if fully set forth herein.

49. Plaintiffs entered into a valid and enforceable lease agreement for the premises at 181 Gordon Street, Charleston, South Carolina, with Defendant SAC 181, LLC as landlord.

50. Defendant Meridian Residential Group, LLC acted at all relevant times as the authorized property management agent for Defendant SAC 181, LLC in administering the lease.

51. The lease and South Carolina's Residential Landlord and Tenant Act, S.C. Code Ann. § 27-40-10 et seq., imposed contractual duties on Defendants, including the obligation to safeguard and lawfully return Plaintiffs' security deposit at the conclusion of tenancy.

52. Plaintiffs performed all obligations required under the lease, including payment of rent, maintaining the premises, and ultimately vacating and surrendering possession of the property on or about August 1, 2025.

53. Defendants breached their contractual obligations by:

- Failing to return the \$2,595 security deposit within the statutory period;
- Failing to provide a lawful written itemization of deductions; and
- Providing false documentation purporting to demonstrate compliance.

54. Defendants' breach of contract has directly and proximately caused Plaintiffs damages, including but not limited to the loss of their deposit, time and expense in pursuing recovery, and other consequential harms.

55. Plaintiffs are entitled to recover damages for breach of contract, including all amounts wrongfully withheld, consequential damages, attorney's fees, and costs.

Count IV – Retaliatory Conduct

56. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as if fully set forth herein.

57. **NEW** - During the course of Plaintiffs' tenancy, Defendants, acting through their agent Stephanie Phillips, misrepresented South Carolina landlord-tenant law in multiple written communications with Plaintiffs, including but not limited to:

- Misrepresenting tenant access rights under S.C. Code § 27-40-530
- Making false statements about lease validity and renewal procedures
- Issuing improper threats regarding property entry and showing requirements
- Mischaracterizing tenant rights under the South Carolina Residential Landlord and Tenant Act

58. **NEW** - Defendants' misrepresentations went beyond mere misunderstanding and reflected a pattern of leveraging false statements of landlord-tenant law to assert control over tenants; Plaintiffs corrected these misrepresentations through reasonable, good-faith communications asserting their legal rights.

59. On or about May 23, 2025, Plaintiffs submitted a written proposal to Defendants, in response to lease renewal options presented by Meridian Residential Group, LLC. This communication outlined reasonable and good-faith requests concerning:

- Property safety improvements, including ensuring safe ventilation through operable windows and screens
- Deferred maintenance items, including replacing broken blinds and repairing unsafe conditions
- Previously discussed improvements such as fence installation options
- Health and safety measures including cleaning HVAC ducts
- Lease renewal terms reflecting their long-standing tenancy and consistent payment history

60. **NEW** - Plaintiffs' May 23, 2025 communication constituted protected tenant activity under S.C. Code § 27-40-910, specifically:

- Requesting repairs and maintenance for health and safety conditions
- Asserting rights regarding property habitability under S.C. Code § 27-40-440
- Exercising lease renewal rights under existing tenancy agreements
- Advocating for reasonable accommodation of previously discussed property improvements

61. **NEW** - On May 29, 2025, only six (6) days after Plaintiffs' May 23, 2025 good-faith safety proposal, Defendants transmitted an unsigned Notice to Vacate via email attachment, which was later formalized on June 4, 2025 with Assistant Manager

Dana DeVoe-Riddick's signature stating the 'owner has decided to do some renovations.

62. **NEW** - This adverse action was taken in direct retaliation for Plaintiffs' lawful assertion of tenant rights under the South Carolina Residential Landlord and Tenant Act, in violation of **S.C. Code § 27-40-910**. The timing, context, and lack of legitimate business justification establish a clear causal connection between protected tenant activity and retaliatory termination.

63. **NEW** - The retaliatory nature of Defendants' conduct is further evidenced by:

- The dramatic reversal from lease renewal discussions to termination within weeks of the Plaintiffs' rights assertion
- The absence of any legitimate business reason for termination after five years of exemplary tenancy
- The pattern of defensive and hostile responses to tenant legal knowledge
- The sudden change in approach following Plaintiffs' correction of Defendants' legal misrepresentations and requests for largely safety-based new lease conditions

64. Defendants' retaliatory conduct forced Plaintiffs to uproot their household, secure new housing at significantly higher cost during Charleston's severe housing affordability crisis, and incur substantial moving expenses and related damages, all after demonstrating good-faith interest in continuing the tenancy under improved safety conditions.

65. **NEW** - Under **S.C. Code § 27-40-910**, the temporal proximity between Plaintiffs' protected activity and the adverse action supports a strong inference of retaliation; Defendants will be unable to establish a legitimate, non-retaliatory reason for the termination.

66. Plaintiffs are entitled to recover actual and consequential damages resulting from Defendants' retaliatory conduct, including but not limited to: relocation expenses, increased housing costs, lost business income during forced relocation, emotional distress, and the full range of damages caused by Defendants' unlawful retaliation, as well as punitive damages, attorney's fees, and costs.

Count V – Negligence and Breach of Duty to Provide Safe and Habitable Premises

67. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as if fully set forth herein.

68. Under the lease agreement and the South Carolina Residential Landlord and Tenant Act, **S.C. Code Ann. § 27-40-440**, Defendants were obligated to maintain the leased premises in a safe and habitable condition, including making necessary repairs and complying with applicable building and housing codes.
69. During Plaintiffs' tenancy, Defendants failed to maintain the property in a safe and habitable condition, including but not limited to:
- Leaving the attic stair in a broken and unsafe condition;
 - Leaving most windows painted shut and unusable;
 - Failing to install screens in any windows, thereby rendering them unsafe and impractical to use once unsealed, as birds, insects, and other pests could freely enter the dwelling; and
 - Failing to timely remedy other health and safety concerns raised by Plaintiffs.
70. Although Defendants eventually unstuck some windows, they never installed screens, so the windows remained unusable for safe ventilation.
71. These unsafe and uninhabitable conditions materially interfered with Plaintiffs' use and enjoyment of the premises and placed their health and safety at risk. The attic stair remained dangerous throughout the tenancy, posing an ongoing safety hazard, and the lack of window screens prevented safe ventilation, exposing Plaintiffs to health risks in Charleston's hot and humid climate.
72. Defendants' failure to maintain the premises in a safe and habitable condition constituted negligence, breach of statutory duty, and breach of the implied warranty of habitability.
73. As a direct and proximate result of Defendants' negligence and statutory violations, Plaintiffs suffered damages, including but not limited to: diminished use and enjoyment of the property, increased health risks, discomfort, and inconvenience.
74. Plaintiffs are entitled to recover actual damages, consequential damages, and any further relief deemed appropriate by the Court, including attorney's fees and costs.

Count VI – Alter Ego/Piercing Corporate Veil

75. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as if fully set forth herein.
76. **NEW** - Defendants Adam W. Bayles, Tara Bayles, Meridian Residential Group, LLC, and MRG Investing Company LLC operate as a unified business enterprise

characterized by a unity of interest and control that justifies disregarding their separate legal existence under South Carolina's corporate veil-piercing doctrine.

77. **NEW** - The unity of interest is demonstrated by:

- **Shared management and control:** Adam W. Bayles and Tara Bayles jointly control both Meridian Residential Group, LLC and MRG Investing Company LLC;
- **Shared business location:** Both Meridian Residential Group, LLC and MRG Investing Company LLC operate from the same address at 8310 Rivers Avenue, Suite B, North Charleston, SC 29406;
- **Commingled business operations:** The entities function as a single integrated real estate investment and management enterprise;
- **Lack of corporate formalities:** Systematic failure to maintain proper corporate records, including maintaining false registered office information with the SC Secretary of State since 2021;
- **Undercapitalization:** Using multiple entities to shield assets from legitimate creditors while failing to maintain adequate separation of corporate identities; defendants' documented pattern of avoiding legitimate obligations through deceptive practices supports the inference that the corporate structure is being improperly used for creditor avoidance.

78. **NEW** - The fraud, wrongdoing, and injustice justifying veil-piercing include:

- **Fraudulent misrepresentation:** Defendant Tara Bayles' creation and transmission of falsified federal postal documentation in legal proceedings;
- **Wire fraud:** Transmission of falsified federal postal evidence via interstate electronic communication;
- **Systematic statutory violations:** Ongoing violation of corporate registration requirements under **S.C. Code Ann. § 33-8-501**;
- **Use of corporate form to perpetrate fraud:** Employing multiple corporate entities to shield assets while engaging in fraudulent conduct toward tenants and creditors;
- **Abuse of corporate privilege:** Using the corporate form to engage in fraudulent and deceptive conduct while attempting to shield individual defendants from personal accountability for their actions;

79. **NEW** - Under South Carolina law as established in *Sturkie v. Sifly* and refined in *Pertuis v. Front Roe Restaurants*, the corporate veil should be pierced when there is

both unity of interest and fraud, wrongdoing, or injustice. Both elements are satisfied here.

80. **NEW** - The recent South Carolina Supreme Court standard requiring "bad faith, abuse, fraud, wrongdoing, or injustice resulting from the blurring of the entities' legal distinctions" is clearly met by Defendants' documented pattern of fraudulent conduct, systematic corporate violations, and abuse of the corporate form.

81. **NEW** - As a direct and proximate result of Defendants' abuse of the corporate form, Plaintiffs have been harmed by the wrongful withholding of their security deposit, fraudulent misrepresentation in legal proceedings, and systematic avoidance of legitimate tenant protections.

82. **NEW** – Accordingly, Plaintiffs seek to pierce the corporate veil to hold Defendants Adam W. Bayles, Tara Bayles, and MRG Investing Company LLC personally liable for all obligations and damages of Meridian Residential Group, LLC and SAC 181, LLC, including treble damages, consequential damages, and punitive damages.

Prayer for Relief

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendants, jointly and severally, and award:

A. Treble damages pursuant to S.C. Code Ann. § 27-40-410;

B. Compensatory damages in an amount to be determined at trial;

C. Actual and consequential damages related to Plaintiffs' forced relocation, including moving expenses and increased housing costs, caused by Defendants' unlawful retaliatory conduct;

D. Punitive damages for fraudulent and retaliatory conduct;

E. **NEW** - An order piercing the corporate veil and entering judgment holding Defendants Adam W. Bayles, Tara Bayles, and MRG Investing Company LLC personally liable for all corporate obligations and damages;

F. Prejudgment interest from date of deposit withholding;

G. Post-judgment interest at statutory rate;

H. Attorney's fees and costs as provided by law;

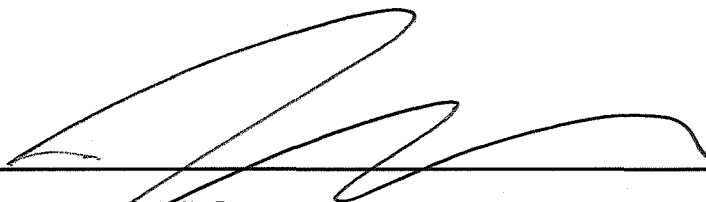
I. **NEW** - An order enjoining Defendants from further violations of South Carolina landlord-tenant law and corporate registration requirements;

J. Such other and further relief as the Court deems just and proper.

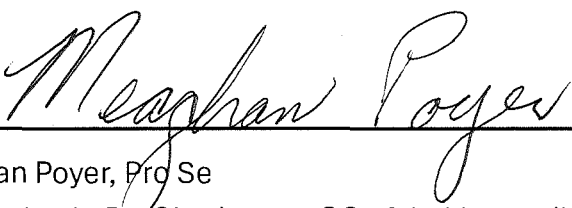
Jury Trial Demanded

Respectfully submitted,

Dated: September 15, 2025



James C. ("Chris") McNeil, Pro Se
480A Parkdale Dr. Charleston, SC 29414 | chris@thaut.io



Meaghan Poyer, Pro Se
480A Parkdale Dr. Charleston, SC 29414 | mcneilandpoyer@gmail.com

STATE OF SOUTH CAROLINA	)	
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JULIE J. ARISTON
CLERK OF COURT

SUMMONS

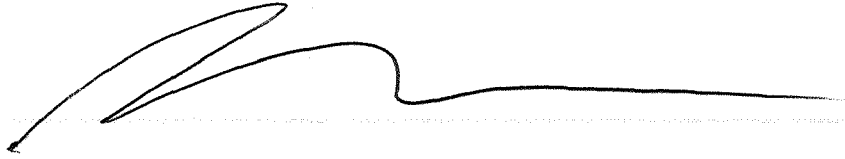
TO THE DEFENDANT SAC 181, LLC:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint on the undersigned Plaintiffs at the address shown below, within thirty (30) days after the service hereof, exclusive of the day of such service.

If you fail to answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

Dated: September 15, 2025



James C. ("Chris") McNeil, Pro Se

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Meaghan Poyer, Pro Se

480A Parkdale Dr. Charleston, SC 29414 | moneilandpoyer@gmail.com

Service Address:

Charles S. Altman, Registered Agent

575 King Street, Suite A

Charleston, SC 29403

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 JILL J. ARMSTRONG
 CLERK OF COURT

SUMMONS

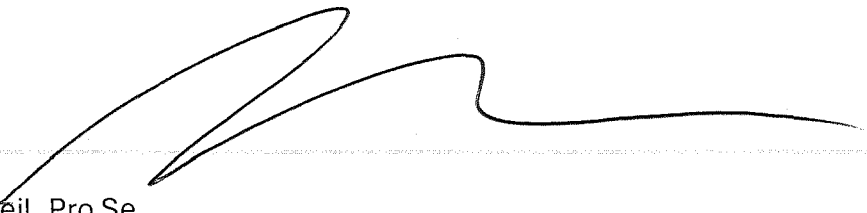
TO THE DEFENDANT MERIDIAN RESIDENTIAL GROUP, LLC:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint on the undersigned Plaintiffs at the address shown below, within thirty (30) days after the service hereof, exclusive of the day of such service.

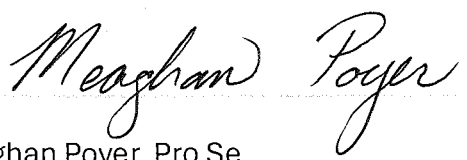
If you fail to answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

Dated: September 15, 2025



James C. ("Chris") McNeil, Pro Se
480A Parkdale Dr. Charleston, SC 29414 | chris@thaut.io



Meghan Poyer, Pro Se
480A Parkdale Dr. Charleston, SC 29414 | moneilandpoyer@gmail.com

Service Address:

Tara Bayles, Registered Agent

8310 Rivers Ave., Suite B

North Charleston, SC 29406

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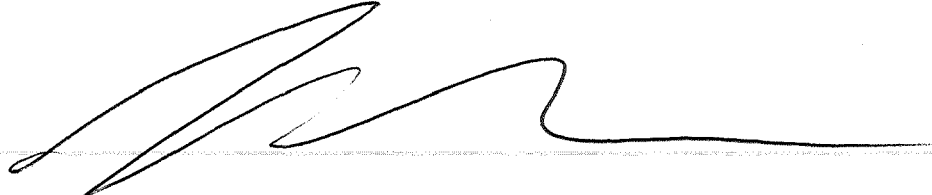
TO THE DEFENDANT ADAM BAYLES:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint on the undersigned Plaintiffs at the address shown below, within thirty (30) days after the service hereof, exclusive of the day of such service.

If you fail to answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

Dated: September 15, 2025



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Meaghan Poyer, Pro Se

480A Parkdale Dr. Charleston, SC 29414 | moneilandpoyer@gmail.com

Service Address:

Adam Bayles

8310 Rivers Ave., Suite B

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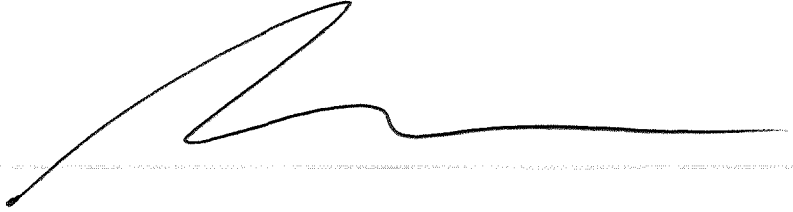
TO THE DEFENDANT TARA BAYLES:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint on the undersigned Plaintiffs at the address shown below, within thirty (30) days after the service hereof, exclusive of the day of such service.

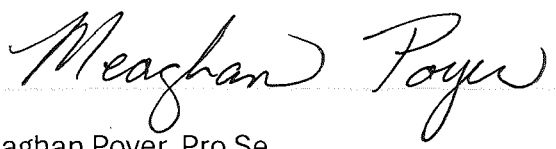
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