STATE OF SOUTH CAROLINA **COUNTY OF CHARLESTON**	)	**IN THE COURT OF COMMON PLEAS** **NINTH JUDICIAL CIRCUIT**
James C. ("Chris") McNeil and Meaghan Poyer, **Plaintiffs,**	)	**Civil Action No. 2025-CP-10-05095** **PLAINTIFFS' MOTION TO SUFFICIENCY OF ANSWERS TO REQUESTS FOR ADMISSION UNDER RULE 36(a), SCRCP, AND FOR DEEMED ADMISSIONS OR ORDER COMPELLING ADEQUATE RESPONSES**
v. **SAC 181, LLC, Meridian Residential Group, LLC, Adam W. Bayles, individually, Tara Bayles, individually, and MRG MRG Investing Company LLC** **Defendants.**	)	

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JULIE J. ARMSTRONG
CLERK OF COURT

I. INTRODUCTION

Plaintiffs move pursuant to Rule 36(a), SCRCP, and Rule 37(a)(5), SCRCP, for an order:

1. Determining that Defendants SAC 181, LLC, Meridian Residential Group, LLC, Tara Bayles, and Adam Bayles' responses to Plaintiffs' First Set of Requests for Admission (served October 31, 2025) are insufficient, evasive, and made in bad faith;
2. Striking Defendants' boilerplate objections;
3. Ordering Defendants to serve full, unqualified answers within ten (10) days of this Court's order;
4. In the alternative, deeming admitted any Request for Admission where Defendants lack a good-faith basis to deny after reasonable inquiry; and
5. Awarding Plaintiffs reasonable expenses incurred in bringing this motion, including hand-delivery costs, filing fees, and time expended, pursuant to Rule 37(a)(5), SCRCP.

A. Nature of the Problem

This conduct violates the spirit and letter of the South Carolina Rules of Civil Procedure. As the Court of Appeals held in *Scott v. Greenville Housing Authority*, 353 S.C. 639 (Ct. App. 2003), discovery is the "quintessence of preparation for trial," and when a party renders it a "game of blindman's bluff," judicial intervention is required.

All four responding Defendants deployed virtually identical boilerplate objections across two separate law firms - Phelps Dunbar LLP (representing SAC 181, LLC) and Resnick & Louis, P.C. (representing Meridian Residential Group, LLC, Tara Bayles, and Adam Bayles). Despite representing different parties with different counsel, their responses exhibit coordinated evasion:

- Objections to plain-English terms as "vague and ambiguous" (e.g., "images," "decision-making authority," "possession," "syndicate");
- Blanket denials "as written" after raising meritless objections;
- Claims of "insufficient information" by the very parties who control all underlying records;
- Invocation of "seeks legal conclusion" for straightforward factual questions (e.g., whether a document exists, whether an email was sent, whether software was used).

This coordinated obstruction violates Rule 36's core purpose: to narrow issues and establish uncontested facts efficiently. Federal Rule 37(a)(4) - adopted by South Carolina - provides: "For purposes of this subdivision (a), an evasive or incomplete disclosure, answer, or response must be treated as a failure to disclose, answer, or respond." Defendants' responses systematically fail this standard.

B. Threshold Legal Principle

"Interrogatories and requests for production should not be read or interpreted in an artificially restrictive or hypertechnical manner to avoid disclosure of information fairly covered by the discovery request, and to do so is subject to appropriate sanctions." *Perez v. Miami-Dade Cnty.*, 297 F.3d 1255, 1264 (11th Cir. 2002). This principle applies with equal force to Requests for Admission. Defendants' transparent hypertechnical evasion warrants this Court's intervention.

II. LEGAL STANDARD

A. Rule 36(a) Requirements

Under Rule 36(a), SCRCP, a party served with Requests for Admission must:

1. **Admit or deny** the truth of each matter;
2. If denying, **"fairly respond to the substance of the matter"**;
3. If lacking knowledge or information, state that **"reasonable inquiry has been made"** and that **"information known or readily obtainable"** is insufficient to enable admission or denial;
4. **Objections must be specific** and justified, not boilerplate shields against answering.

Rule 36(a) further provides: "The answering party may assert lack of knowledge or information as a reason for failing to admit or deny only if the party states that it has made reasonable inquiry and that the information known or readily obtainable by the party is insufficient to enable it to admit or deny."

B. Motions to Determine Sufficiency

Rule 36(a) authorizes: "The requesting party may move to determine the sufficiency of an answer or objection. Unless the court finds an objection justified, it must order that an answer be served."

This provision exists precisely to prevent the gamesmanship displayed here—objecting for the sake of objecting, without legal or factual basis. As one federal court noted: "Where, as here, the objecting party fails to provide any factual or legal support for its objections, the Court finds the objections without merit." *Jones v. SEPTA*, 2010 WL 1257865, at *3 (E.D. Pa. Mar. 29, 2010).

C. Evasive Answers Are Treated as Failures to Answer

South Carolina follows the federal standard: evasive or incomplete answers are tantamount to no answer at all. "An evasive or incomplete disclosure, answer, or response must be treated as a failure to disclose, answer, or respond." Fed. R. Civ. P. 37(a)(4); SCRCP Rule 37(a)(3) which explicitly provides: "For purposes of this subdivision an evasive or incomplete answer is to be treated as a failure to answer." See *Young v. S.C. Dep't of Disabilities & Special Needs*, 374 S.C. 460 (2007) (affirming sanctions where a party provided evasive responses).

Furthermore, Rule 37(a)(4), SCRCP explicitly provides: 'For purposes of this subdivision, an evasive or incomplete answer is to be treated as a failure to answer.' See Young v. S.C. Dep't of Disabilities & Special Needs, 374 S.C. 460 (2007) (affirming sanctions where party provided evasive responses)

D. Sanctions for Unjustified Objections

Rule 37(a)(5), SCRCP provides: "If the motion is granted...the court must, after giving an opportunity to be heard, require the party...whose conduct necessitated the motion...to pay the movant's reasonable expenses incurred in making the motion, including attorney's fees, unless...the opposing party's nondisclosure, response, or objection was substantially justified."

Defendants' coordinated deployment of meritless objections to obstruct basic fact-finding lacks any substantial justification.

III. SYSTEMATIC EVASION ACROSS ALL DEFENDANTS

A. Pattern One: "Vague and Ambiguous" Objections to Clear, Ordinary Terms

Defendants object to plain-English words and phrases as if they were Sanskrit. This tactic appears designed solely to avoid clean admissions.

1. SAC 181, LLC's Objections

Request for Admission No. 1:
"Admit that SAC 181, LLC owned only 181 Gordon Street as its sole real property asset in Charleston County at all times material to this case."

SAC 181's Objection:
"Defendant objects...as vague and ambiguous as Defendant does not know what is meant by Plaintiffs' use of the phrases 'sole real property asset,' and 'all times material to this case.'"

SAC 181's Response:
"Denied as stated. However, Defendant admits that in 2025, the only real property owned by SAC 181 is located at 181 Gordon Street, Charleston, South Carolina."

Deficiency:
SAC 181's objection is pretextual. The phrase "sole real property asset" is ordinary English meaning "the only piece of real estate owned." SAC 181 *proved* it understood the request perfectly by immediately providing the exact information sought—it owns only 181 Gordon Street. The objection serves no purpose except obstruction and hedge-building for later litigation gamesmanship.

Request for Admission No. 2:
"Admit that SAC 181, LLC authorized Meridian Residential Group, LLC to act as its agent for all leasing, management, and tenant relations matters relating to 181 Gordon Street at all times material to this case."

SAC 181's Objection:
"Improper as it includes a compound statement...vague and ambiguous as Defendant does not know what is meant by Plaintiffs' use of the phrases 'to act as its agent,' and 'relating to 181 Gordon Street.'"

SAC 181's Response:
"Denied as stated. However, Defendant admits that it entered into a Management Agreement with Defendant Meridian Residential Group on June 24, 2024, in connection with 181 Gordon Street, Charleston, SC 29403."

Deficiency:
This is evasion wrapped in legal sophistry. SAC 181 objects to "act as its agent" as vague, yet every Management Agreement creates an agency relationship. SAC 181 again *proves* it understood the request by citing the Management Agreement, but refuses to admit the legal relationship it created. A yes-or-no question is met with lawyerly hedging.

Requests for Admission Nos. 3, 4, 5, 7:
SAC 181 systematically objected to RFAs seeking basic facts - whether it reviewed advertising materials, whether it was aware of the Vacate Notice, whether it had control over image use, whether it instructed Meridian to obtain consent - as "vague," "disjunctive," or "seeking legal conclusions." SAC 181 provided **zero substantive answers** to core liability questions.

2. Meridian Residential Group, LLC's Objections

Request for Admission No. 1:
"Admit that you had operational responsibility over 181 Gordon Street, Charleston, South Carolina, during all of 2025."

Meridian's Objection:
"Overly broad, vague and confusing. It is not clear what is meant by 'operational responsibility.'...Defendant further directs the Plaintiff to the Management Agreement between Meridian and SAC, 181 that fully explains the duties and obligations of the parties."

Deficiency:
Meridian *is* the property manager. "Operational responsibility" means day-to-day control—leasing, maintenance, tenant relations—which is literally Meridian's business. Directing Plaintiffs to read the Management Agreement while refusing to answer proves Meridian knows the answer and is deliberately evading. This is textbook bad faith.

Request for Admission No. 3:
"Admit that you, or your agents, were involved in causing or permitting images including Plaintiff Meaghan Poyer and Plaintiffs' belongings to be published on public rental websites without consent."

Meridian's Objection:
"The terms 'involved in causing or permitting' is vague, ambiguous, undefined...[and] seeks to elicit a legal conclusion that cannot be addressed through a request to admit pursuant to Rule 36."

Meridian's Response:
"Denied as written."

Deficiency:
Publishing photographs to rental websites is a **factual act**, not a legal conclusion. Meridian either uploaded the images to AppFolio/ShowMojo or it did not. Whether that act violated Plaintiffs' rights is a legal conclusion reserved for the Court—but whether the act *occurred* is pure fact. Meridian's objection conflates liability (legal) with conduct (factual).

Request for Admission No. 5:
"Admit that the original filename of the scan attached as Exhibit A, 'Meridian_Scanner_20250905_161321.pdf', has the (military) time and date encoded into the filename, with the formula 'Meridian_Scanner_YYYYMMDD_HHMMSS', indicating it was scanned at 4:13:21 PM on September 5, 2025."

Meridian's Objection:
"The term 'encoded' is vague, ambiguous and is undefined by the Plaintiffs."

Deficiency:
This objection is absurd. "Encoded" in this context means "embedded in." The filename format YYYYMMDD_HHMMSS (Year-Month-Day_Hour-Minute-Second) is the universal military timestamp standard. Every computer-literate person—and certainly every business using document scanners—recognizes this format. Meridian's

objection is performative ignorance designed to avoid admitting the scan date proves fabrication.

Request for Admission No. 6:
"Admit that Meridian did not possess any written, signed consent from either Plaintiff authorizing the use of their likenesses or belongings for publication when the listing and Matterport tour were published."

Meridian's Objection:
"Seeks to elicit a legal conclusion that cannot be addressed through a request to admit pursuant to Rule 36."

Deficiency:
Possessing a signed document is a **fact**—either the document exists in Meridian's files or it does not. The *legal effect* of consent is for the Court; the *existence* of consent is a fact Meridian must admit or deny. This objection is meritless.

Request for Admission No. 8:
"Admit that Meridian used AppFolio and/or ShowMojo (or similar) to syndicate the 181 Gordon Street listing to third-party rental/real-estate websites."

Meridian's Objection:
"The term 'syndicate' is vague, ambiguous, and undefined."

Meridian's Response:
"Defendant admits only so much as to allege that it uses third-party websites in its marketing of rental units."

Deficiency:
"Syndicate" in the property-management context means automated distribution of a single listing to multiple platforms. Meridian **knows exactly which platforms it uses**—AppFolio and ShowMojo are industry-standard tools that Meridian selected, configured, and paid for. Instead of naming the platforms, Meridian hides behind "third-party websites"—a deliberate evasion designed to avoid producing AppFolio/ShowMojo records showing the full scope of image publication.

3. Tara Bayles' Objections

Request for Admission No. 1:
"Admit that you possessed, or had access to, photographs of Plaintiff Meaghan Poyer, and her personal belongings on 181 Gordon Street during and after Plaintiffs' tenancy."

Tara Bayles' Objection:
"The terms 'possessed or had access to' is vague, ambiguous and is undefined by the Plaintiffs. Furthermore, there is no limitation to time of alleged possession."

Tara Bayles' Response:
"Denied as written."

Deficiency:
The RFA explicitly stated the timeframe: "during and after Plaintiffs' tenancy." Tara Bayles *sent the photographs* in her September 5, 2025 email. She personally created the scan file "Meridian_Scanner_20250905_161321.pdf" containing the images. She obviously possessed them. This is not confusion—this is perjurious evasion.

Request for Admission No. 2:
"Admit that you sent, or caused to be sent, the email with an attached pdf bearing the disputed postmark referenced in the Complaint."

Tara Bayles' Objection:
"The term 'disputed postmark' is vague, ambiguous, mischaracterization of a document...Defendant would state that the 'disputed postmark'...was never a postmark and had not been claimed to be. The envelope...was not cancelled by the Post Office...It was an interoffice stamp indicating that it had been emailed on August 28, 2025..."

Tara Bayles' Response:
"Notwithstanding objections, therefore, this Request is denied."

Deficiency:
This response is a **confession masquerading as an objection**. Tara admits:

- She created the scan on September 5, 2025 (the filename proves this);
- She added an "E-MAILED 8/28/2025" stamp to the envelope;
- She sent this document to Plaintiffs claiming it proved mailing date.

Yet she "denies" sending the email? This internal contradiction proves bad faith. Tara cannot simultaneously admit creating and sending the document while denying she sent it.

Request for Admission No. 5:
"Admit that the security-deposit refund checks issued to Plaintiffs were drawn on an account styled 'SAC 181 OP' and bore Meridian's office address."

Tara Bayles' Response:
"Admit."

Significance:
This is the **only clean admission** across all four Defendants' responses. It is also the most damaging—it proves SAC 181 and Meridian share financial infrastructure, supporting corporate-veil-piercing claims. The fact that Tara could answer this RFA cleanly while objecting to "vague" terms like "possession" and "images" proves her other objections are pretextual.

Request for Admission No. 6:
"Admit that you communicated with Adam Bayles regarding the June/July 2025 listing of 181 Gordon Street and/or the publication of photographs depicting Plaintiff Meaghan Poyer and Plaintiffs' belongings at 181 Gordon Street."

Tara Bayles' Objection:
"Defendant objects to this request as Defendant Adam and Defendant Tara are married and any communications between them would be protected as confidential marital communications pursuant to S.C. § 19-11-30."

Tara Bayles' Response:
"Notwithstanding this objection, denied as written."

Deficiency:
Tara invokes marital privilege for **business communications**. She is the CEO/PMIC of Meridian; Adam is the co-owner. Their conversations about the 181 Gordon Street listing were corporate decision-making, not pillow talk. Marital privilege protects confidential private communications, not business discussions made in corporate capacity. This objection is legally baseless and factually absurd—unless Tara admits she and Adam ran their business from the bedroom with no records.

4. Adam Bayles' Objections

Request for Admission No. 1:
"Admit that you exercised decision-making authority as a principal or managing member for Meridian Residential Group, LLC in 2025."

Adam Bayles' Objection:
"The term 'decision-making authority' is vague, ambiguous, and undefined by the Plaintiffs."

Adam Bayles' Response:
"Defendant Adam admits only so much as to state that he had the authority as part of his ownership interests in Meridian to make some decisions in connection and agreement with the other owner of Meridian."

Deficiency:
Adam admits he had authority to make "some decisions" but refuses to admit he had "decision-making authority." This is semantic hairsplitting. Adam is a 50% owner of Meridian. He either participated in management or he was a silent investor. His hedge language ("some decisions") is designed to avoid accountability for Meridian's misconduct while preserving his ownership benefits.

Request for Admission No. 2:
"Admit that you did not object, orally or in writing, to the publication of images depicting Plaintiffs, their pet, and/or their belongings."

Adam Bayles' Response:
"Denied as written. Defendant Adam's duties do not require him to be involved in the decision making of the above-referenced situation and Defendant Adam was unaware of the images or the publication thereof, so Defendant Adam is unable to admit nor deny this request as it does not apply to him."

Deficiency:
This response is internally contradictory. Adam **denies** the RFA, then claims he was **unaware** of the images, then claims he is **unable to admit or deny**. These are three inconsistent positions:

- A denial means "No, I objected";
- "Unaware" means "I don't know if I objected";
- "Unable to admit or deny" means insufficient information exists.

Adam cannot hold all three positions simultaneously. This is evasion, not confusion. Moreover, if Adam was truly "unaware" of a 3-month syndication campaign across 20+ platforms for Meridian's marquee property, he is admitting gross negligence as a 50% owner.

Requests for Admission Nos. 5 and 6:
Both seek Adam's communications with Tara or SAC 181 regarding the listing and images. Adam invokes marital privilege and denies, mirroring Tara's baseless objection.

B. Pattern Two: "Insufficient Information" Claims by the Record Custodians

Rule 36(a) allows a party to plead lack of knowledge *only if* "the party states that it has made reasonable inquiry and that the information known or readily obtainable by the party is insufficient to enable it to admit or deny."

Defendants systematically claim ignorance of facts *they exclusively control*.

SAC 181, LLC

SAC 181 refused to admit or deny:

- Whether it reviewed advertising materials displaying Plaintiffs (RFA #3);
- Whether it was aware of the Vacate Notice sent to Plaintiffs (RFA #4);
- Whether it instructed Meridian to obtain written tenant consent (RFA #7).

Deficiency:
SAC 181 is the property owner. Charles Altman is the Registered Agent and received all legal correspondence. SAC 181's Management Agreement with Meridian governs all owner-manager communications. SAC 181 has exclusive access to:

- Email correspondence with Meridian;
- The Management Agreement defining duties;
- Records of any directives given to Meridian.

SAC 181 cannot plead ignorance of its own business communications.

Meridian Residential Group, LLC

Meridian objected to "operational responsibility" (RFA #1) while simultaneously directing Plaintiffs to the Management Agreement—proving Meridian knows it had operational control but refuses to admit it.

Adam Bayles

Adam claimed "unaware" of the image publication—yet he is a 50% owner of the property-management company that syndicated the listing for three months. If Adam was genuinely unaware, he is admitting dereliction of duty. More likely, he is feigning ignorance to avoid liability.

C. Pattern Three: Coordinated "Seeks Legal Conclusion" Objections to Factual Questions

Both Phelps Dunbar (representing SAC 181) and Resnick & Louis (representing Meridian/Bayles) invoked "seeks legal conclusion" for:

- Whether images were published without consent (RFA #3 to Meridian, Tara);
- Whether Meridian possessed written consent (RFA #6 to Meridian);
- Whether operational responsibility existed (RFA #1 to Meridian);
- Whether control was shared between SAC 181 and Meridian (RFA #7 to Meridian).

Legal Principle:
"A request for admission should not be objected to on the ground that it calls for a legal conclusion if the matter is otherwise proper." *Advisory Committee Notes to Fed. R. Civ. P. 36*. Courts routinely permit RFAs seeking admissions of "mixed questions of law and fact" or even "ultimate facts" so long as they narrow issues for trial.

Application Here:

- Publishing images is a **factual act**;
- Possessing a signed consent form is a **factual condition**;
- Exercising operational control is a **factual relationship**;
- Using AppFolio/ShowMojo is a **factual choice**.

None of these requests seek legal characterizations (e.g., "Admit you were negligent"). They seek foundational facts. Defendants' coordinated objections prove a strategy: *if we call everything a "legal conclusion," we don't have to admit anything*.

IV. COORDINATED EVASION ACROSS TWO LAW FIRMS PROVES BAD FAITH

Perhaps the most compelling evidence of bad faith is the synchronization of objections across defendants represented by *different law firms*.

Phelps Dunbar LLP (SAC 181):

- Objects to "sole real property asset" as vague
- Objects to "act as its agent" as vague
- Objects to compound/disjunctive phrasing in 5 of 7 RFAs

- Invokes "seeks legal conclusion" for factual questions

Resnick & Louis, P.C. (Meridian, Tara, Adam):

- Objects to "operational responsibility" as vague
- Objects to "involved in causing or permitting" as vague
- Objects to "encoded," "syndicate," "possession" as vague
- Invokes "seeks legal conclusion" for the same factual questions

These firms did not independently arrive at identical objections to ordinary English words. This coordination suggests:

1. A joint defense strategy meeting where counsel agreed to obstruct discovery; or
2. One firm drafted template objections and shared them.

Either scenario violates the duty of candor in discovery. Defendants are not confused - they are coordinated.

This synchronized obstruction violates Rule 26(g), SCRCP, which requires counsel to certify that discovery responses are warranted and not interposed for improper purpose. The identical boilerplate across two firms demonstrates a joint defense strategy to obstruct, not a good-faith effort to respond.

V. SPECIFIC RELIEF REQUESTED

A. Order SAC 181, LLC to Provide Clean Admit/Deny Responses

RFA #1 (sole property asset):
SAC 181 has already admitted owning only 181 Gordon Street in 2025. This Court should strike the objections and order SAC 181 to file an unqualified admission.

RFA #2 (agency authorization):
SAC 181 admitted executing a Management Agreement on June 24, 2024. This Court should order SAC 181 to admit it authorized Meridian to act as its agent for leasing, management, and tenant relations, or produce the Management Agreement proving otherwise.

RFA #3 (review/objection to advertising):
SAC 181 either reviewed the rental listings displaying Plaintiffs' images or it did not. "Public advertising materials" and "rental listing websites" are not vague terms—they

refer to Zillow, Apartments.com, and similar platforms where the property was marketed. If SAC 181 claims it never reviewed how its own property was advertised, it should state that under oath. If it cannot admit or deny, it must explain what reasonable inquiry it conducted and why the information is unobtainable.

Alternative: Deem admitted that SAC 181 did not review the advertising.

RFA #4 (awareness of Vacate Notice):
Charles Altman is the Registered Agent for SAC 181 and received all case filings. The Vacate Notice was sent by Meridian on SAC 181's behalf. SAC 181 either was aware of the notice or it was not. If SAC 181 claims ignorance of its own property-management decisions, it should state that under oath.

Alternative: Deem admitted that SAC 181 was aware of the Vacate Notice.

RFA #5 (right to control image decisions):
The Management Agreement defines whether SAC 181 retained approval rights over marketing materials. SAC 181 either reserved control or delegated it. Answer yes or no.

RFA #6 (showings while occupied):
SAC 181 partially admitted Plaintiffs were tenants in July 2025 and that a showing occurred July 15, 2025. This Court should order a clean admission.

RFA #7 (no instruction to obtain consent):
SAC 181 either instructed Meridian to get written tenant consent before publishing interior images, or it did not. This is a binary question. If SAC 181 claims it doesn't know, it must explain what inquiry it made of Meridian (its agent) and why the information is unavailable.

Alternative: Deem admitted that SAC 181 did not instruct Meridian to obtain consent.

B. Order Meridian Residential Group, LLC to Provide Clean Admit/Deny Responses

RFA #1 (operational responsibility):
Meridian is the property manager. "Operational responsibility" is not vague—it means Meridian controlled day-to-day operations including leasing, maintenance, marketing, and tenant relations. If Meridian claims it lacked operational control, it should state

what role it *did* play. Directing Plaintiffs to the Management Agreement while refusing to answer is obstruction.

Order: Admit or deny that Meridian had day-to-day operational control over 181 Gordon Street in 2025 pursuant to its Management Agreement with SAC 181.

RFA #3 (involvement in publishing images):
Meridian either uploaded photographs to its property-management software (AppFolio) or directed staff to do so. It either activated syndication to third-party platforms or it did not. These are factual acts, not legal conclusions.

Order: Admit or deny that Meridian or its agents caused images of Plaintiffs to be published on rental websites without written consent.

RFA #4 (creation/alteration of postal evidence):
The filename "Meridian_Scanner_20250905_161321.pdf" proves Meridian's scanner created the document on September 5, 2025. Meridian either created this scan or it did not.

Order: Admit that an agent of Meridian created the scan document attached as Exhibit A on September 5, 2025.

RFA #5 (filename timestamp):
Stop playing word games. The filename format YYYYMMDD_HHMMSS is a standard military timestamp. "Encoded" means "embedded" or "contained within." Meridian's objection is frivolous.

Order: Admit that the filename indicates the scan was created at 4:13:21 PM on September 5, 2025.

RFA #6 (no written consent):
Meridian either possesses a signed consent form authorizing publication of Plaintiffs' images, or it does not. If such a document exists, produce it. If it does not exist, admit it.

Order: Admit that Meridian did not possess written, signed consent from Plaintiffs when it published the listing and Matterport tour.

Alternative: Order Meridian to produce the consent forms within 10 days or the RFA is deemed admitted.

RFA #7 (shared control with SAC 181):
The Management Agreement defines the division of control between owner and manager. Meridian either shared decision-making authority with SAC 181 or operated independently. Answer the question.

Order: Admit or deny that the Management Agreement between Meridian and SAC 181 allocated shared control over rental policies, tenant selection, rent increases, and marketing.

RFA #8 (use of AppFolio/ShowMojo):
Meridian admitted using "third-party websites" but objects to "syndicate" as vague. This is evasion. Property managers use syndication software (AppFolio, ShowMojo, Buildium) to automatically distribute listings to multiple platforms. Meridian knows exactly which software it uses because it pays for it monthly.

Order: Admit or deny that Meridian used AppFolio, ShowMojo, or similar property-management software to distribute the 181 Gordon Street listing to third-party rental websites. If Meridian used different software, identify it.

C. Order Tara Bayles to Provide Clean Admit/Deny Responses

RFA #1 (possession/access to photos):
Tara sent the photographs. She created the scan file. She obviously possessed them. Her claim that "possessed or had access to" is vague is perjurious.

Order: Admit that you possessed photographs of Plaintiff Meaghan Poyer and Plaintiffs' belongings during and after their tenancy.

RFA #2 (sending the disputed email):
Tara's response is internally contradictory—she admits creating the scan on September 5, admits the "E-MAILED" stamp was added as internal documentation, but denies sending the email. This is nonsensical.

Order: Admit that you sent the email dated September 5, 2025, with the attached pdf file "Meridian_Scanner_20250905_161321.pdf" containing the envelope image with "E-MAILED 8/28/2025" stamp.

Alternative: Deem admitted.

RFAs #3-4 (involvement in publishing images):
Tara is the CEO/PMIC of Meridian. She either directed staff to publish the listing, approved the marketing, or was aware of the publication. These are factual questions.

Order: Admit or deny that you or your staff caused the Matterport tour and images of Plaintiffs to be published on rental platforms.

RFA #6 (communications with Adam):
Marital privilege does not shield business communications. Tara and Adam were acting as corporate officers/owners, not spouses, when discussing the 181 Gordon Street listing.

Order: Admit or deny that you communicated with Adam Bayles in your capacity as Meridian CEO regarding the June/July 2025 listing and images. If you invoke marital privilege, identify which specific communications were (1) made in private, (2) intended to remain confidential, and (3) not related to Meridian's business operations.

D. Order Adam Bayles to Provide Clean Admit/Deny Responses

RFA #1 (decision-making authority):
Adam admitted he had authority to make "some decisions" as a 50% owner. That admission proves he exercised decision-making authority. His objection to the phrase is semantic games.

Order: Admit that as a 50% owner of Meridian Residential Group, LLC, you exercised decision-making authority for the company in 2025.

RFA #2 (no objection to publication):
Adam's response is incoherent—he denies the RFA, claims he was unaware, and claims he cannot admit or deny. He must pick one position.

Order: State clearly: (a) Did you object to the publication of images depicting Plaintiffs? (b) Were you aware of the image publication before September 21, 2025? (c) If you were unaware, explain how a 50% owner remained unaware of a 3-month marketing campaign for Meridian's property.

RFA #4 (personal financial benefit):
Adam admitted receiving financial benefit from owning Meridian but claimed he cannot identify whether any portion came from 181 Gordon Street. This is absurd—Meridian's accounting records show management fees received from each property.

Order: Admit that you received financial compensation from Meridian's management of 181 Gordon Street, or produce Meridian's financial records proving 181 Gordon Street generated zero revenue.

RFAs #5-6 (communications):
Same as Tara—marital privilege does not shield business discussions.

Order: Admit or deny communications regarding 181 Gordon Street listing in your capacity as Meridian co-owner. If invoking privilege, specify which conversations were private marital communications rather than business discussions.

In the alternative, deem admitted any Request for Admission where Defendants fail to provide unqualified answers within 10 days of this Court's order, as their evasive responses constitute failure to answer under Rule 37(a)(3)-(4), SCRCP.

VI. RULE 37 SANCTIONS: AWARD OF REASONABLE EXPENSES

Rule 37(a)(5), SCRCP, provides that if a motion to compel/determine sufficiency is granted, the Court **"shall"** (must) require the party whose conduct necessitated the motion to pay the moving party's reasonable expenses, unless the opposition was "substantially justified."

There is no "substantial justification" for:

1. A CEO claiming she doesn't know what "possess" means.
2. A real estate LLC claiming it doesn't know what "real property asset" means.
3. Denying a document was sent because of a dispute over whether a stamp is a "postmark" or "meter mark."

These objections were interposed for an improper purpose: to delay, harass, and increase the cost of litigation.

VII. CONCLUSION

Defendants are treating discovery as a game of semantics. Plaintiffs are treating it as a search for the truth. For the foregoing reasons, Plaintiffs respectfully request this Court:

1. **DETERMINE** that Defendants' objections to RFAs 1, 2, 4, 5, and 6 are insufficient and strike them;
2. **ORDER** Defendants to serve amended, clean "Admit" or "Deny" responses within ten (10) days;
3. **DEEM ADMITTED** Tara Bayles' sending of the email in RFA #2 if she fails to provide an unqualified admission; and
4. **AWARD** Plaintiffs their reasonable expenses for filing this Motion pursuant to Rule 37(a)(5).

Requests for Admission exist to narrow issues and establish uncontested facts. Defendants have turned them into an obstacle course of semantic gamesmanship. This Court's intervention is necessary to restore the integrity of the discovery process.

VIII. EXHIBITS

- Exhibit A: Defendant SAC 181, LLC's Responses to First Requests for Admission.
- Exhibit B: Defendants Adam W. Bayles, Individually, Tara Bayles, Individually and Meridian Residential Group, LLC's Responses to Plaintiffs' First Set of Requests for Admission.

Respectfully submitted this 23rd day of December, 2025.

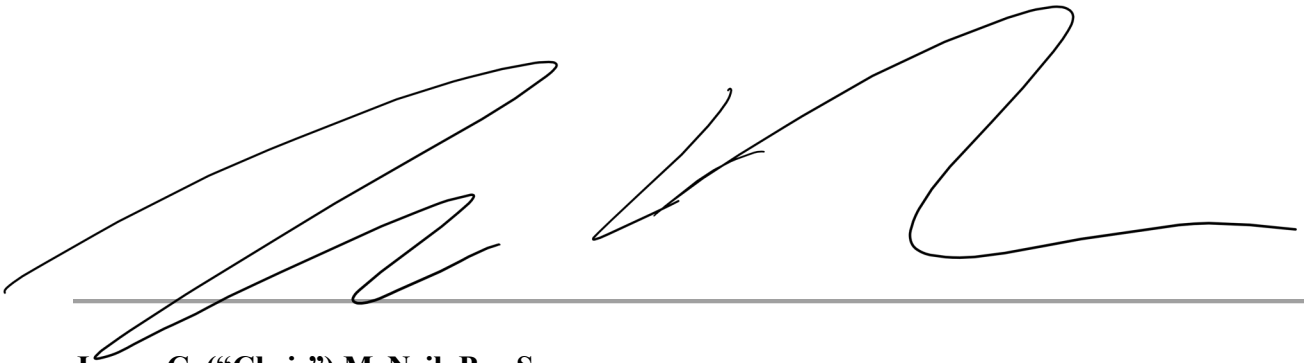

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EXHIBIT A

Defendant SAC 181, LLC's Responses to First Requests for Admission.

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO. 2025CP1005095
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	**DEFENDANT SAC 181 LLC'S RESPONSES TO PLAINTIFFS' FIRST SET OF REQUESTS FOR ADMISSION**

Pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure, Defendant SAC 181 LLC ("SAC 181" or "Defendant") by and through its undersigned counsel, hereby responds to Plaintiffs James C. McNeil and Meaghan Poyer's ("Plaintiffs") First Set of Requests for Admission as follows[1]:

GENERAL OBJECTIONS

1. Defendant generally objects to all discovery requests propounded to the degree that they seek to impose any obligations greater than those imposed by the South Carolina Rules of Civil Procedure and any other applicable law governing the scope of discovery.

[1] By responding to Plaintiffs' First Set of Requests for Admission to Defendant SAC 181, LLC, SAC 181 does not waive or withdraw from any arguments in Defendant SAC 181 LLC's Motion for a Protective Order Including a Stay of Discovery or, in the Alternative, Motion for Extension of Time to Respond to Discovery. SAC 181 stands by and reiterates the arguments in the Motion for a Protective Order. It is only out of an abundance of caution given that the requests were served before the Motion, and that there has been no Order yet entered on the Motion for a Protective Order that SAC 181 provides this response to avoid any arguments of inadvertent admissions. SAC 181 reserves all rights and continues to advance its Motion for a Protective Order.

2. Defendant objects to each discovery request to the extent that it calls for the waiver of the attorney-client privilege, the work-product immunity, and/or any other applicable privilege or doctrine.

3. Defendant objects to each discovery request to the extent that it seeks information obtained by Defendant subsequent to the date on which this action was commenced or prepared in anticipation of litigation and/or trial preparation.

4. Defendant objects to each discovery request to the extent that it seeks information not relevant to the issues raised in this action and/or not reasonably calculated to lead to the discovery of admissible evidence.

5. Defendant objects to each discovery request insofar as it is repetitive, redundant, or overlapping regarding subject matter, and is unduly burdensome, oppressive, annoying, or harassing.

6. Defendant objects to each discovery request to the extent that it is vague and/or overly broad.

7. Defendant objects to each discovery request to the extent that it seeks information not in Defendant's possession, custody, or control.

8. Defendant objects to each discovery request to the extent that it calls for speculation on the part of Defendant.

9. In providing these objections and responses to Plaintiff's First Set of Requests For Admission, Defendant does not in any way waive or intent to waive, but rather reserve:

a. All objections to foundation, competency, relevancy, materiality, and admissibility;

b. All rights to object on any ground to the use of any of the objections, answers, or responses herein in any subsequent proceedings including the trial of this or any other action;

c. All objections to vagueness and ambiguity;

d. All rights to object on any grounds to any further discovery requests propounded to Defendant; and

e. The attorney-client privilege, work-product immunity, and every other applicable privilege and limitation on discovery.

REQUESTS FOR ADMISSION

1. Admit that SAC 181, LLC owned only 181 Gordon Street as its sole real property asset in Charleston County at all time material to this case.

OBJECTION: Defendant objects to this request as undesignated as to timeframe, as none is provided, and to the extent that the type and number of assets owned by SAC 181 is irrelevant and immaterial to the claims and defenses in this matter. Defendant further objects to this request as vague and ambiguous as Defendant does not know what is meant by Plaintiffs' use of the phrases "sole real property asset," and "all times material to this case," as they are not terms that are defined by Plaintiffs.

RESPONSE: Subject to and given the above objections, Denied as stated. However, Defendant admits that in 2025, the only real property owned by SAC 181 is located at 181 Gordon Street, Charleston, South Carolina.

2. Admit that SAC 181, LLC authorized Meridian Residential Group, LLC to act as its agent for all leasing, management, and tenant relations matters relating to 181 Gordon Street at all times material to this case.

OBJECTION: Defendant objects to this request as improper as it includes a compound statement. *See U.S. ex rel. Englund v. Los Angeles Cnty.*, 235 F.R.D. 675, 684 (E.D. Cal. 2006) ("Requests for admissions may not contain compound, conjunctive, or disjunctive (e.g., 'and/or') statements."). Defendant further objects to this request as undesignated as to timeframe, as none is provided. Defendant further objects to this request as vague and ambiguous as Defendant does not know what is meant by Plaintiffs' use of the phrases "to act as its agent," and "relating to 181 Gordon Street," as they are not terms that are defined by Plaintiffs.

RESPONSE: Subject to and given the above objections, Denied as stated. However, Defendant admits that it entered into a Management Agreement with Defendant Meridian

Residential Group on June 24, 2024, in connection with 181 Gordon Street, Charleston, SC 29403.

3. Admit that you did not review, or did not object to public advertising materials displaying Plaintiffs and their personal property on rental listing websites.

OBJECTION: Defendant objects to this request as improper as it includes a disjunctive statement. *See U.S. ex rel. Englund v. Los Angeles Cnty.*, 235 F.R.D. 675, 684 (E.D. Cal. 2006) ("Requests for admissions may not contain compound, conjunctive, or disjunctive (e.g., 'and/or') statements."). Defendant further objects to this request as undesignated as to timeframe, as none is provided. Defendant further objects to this request as vague and ambiguous as Defendant does not know what is meant by Plaintiffs' use of the phrases "public advertising materials and "rental listing websites," as they are not terms that are defined by Plaintiffs.

4. Admit that you were aware of the Vacate Notice sent to Plaintiffs on or around May 29, 2025, and/or June 4, 2025.

OBJECTION: Defendant objects to this request as improper as it includes a disjunctive statement. *See U.S. ex rel. Englund v. Los Angeles Cnty.*, 235 F.R.D. 675, 684 (E.D. Cal. 2006) ("Requests for admissions may not contain compound, conjunctive, or disjunctive (e.g., 'and/or') statements."). Defendant further objects to this request as vague and ambiguous as Plaintiffs do not define "Vacate Notice" or attach any document to which they may be referring, and because Defendant does not know what exactly is meant by Plaintiffs' use of the term "aware" as it is not defined by Plaintiffs.

5. Admit that SAC 181 had the right to control or direct Meridian's decisions concerning the use of interior images and content of the 181 Gordon Street listing.

RESPONSE: Defendant objects to this request as improper as it includes a compound statement. *See U.S. ex rel. Englund v. Los Angeles Cnty.*, 235 F.R.D. 675, 684 (E.D. Cal. 2006) ("Requests for admissions may not contain compound, conjunctive, or disjunctive (e.g., 'and/or') statements."). Defendant further objects to this request as undesignated as to timeframe, as none is provided. Defendant further objects to this request as vague and ambiguous as Defendant does not know what is meant by Plaintiffs' use of the phrases "right to control Meridian's decisions," and "use of interior images" and "content," as they are not terms that are defined by Plaintiffs.

6. Admit that showings of 181 Gordon Street were conducted while Plaintiffs still occupied the premises in July 2025.

OBJECTION: Defendant objects to this request as vague and ambiguous as Defendant does not know what exactly Plaintiffs mean by "showings." Defendant further objects to this request as vague and ambiguous as Defendant does not know what is meant by Plaintiffs' use of the phrase "while Plaintiffs still occupied the premises".

RESPONSE: Subject to and given the above objections, Denied as stated. However, Defendant admits that during the month of July 2025 Plaintiffs were tenants of the house at 181 Gordon Street, Charleston, South Carolina on a month to month basis, but who had already been given a date by which Plaintiffs needed to vacate the house. Defendant further admits that on the date of July 15, 2025, Meridian allowed a tour of the house at 181 Gordon Street, Charleston, South Carolina.

7. Admit that SAC did not instruct Meridian to obtain written tenant consent from Plaintiffs before using interior images that depicted their belongings and/or likenesses in marketing.

OBJECTION: Defendant objects to this request as improper as it includes a disjunctive statement. *See U.S. ex rel. Englund v. Los Angeles Cnty.*, 235 F.R.D. 675, 684 (E.D. Cal. 2006) ("Requests for admissions may not contain compound, conjunctive, or disjunctive (e.g., 'and/or') statements."). Defendant further objects to this request as vague and ambiguous as Defendant does not know what is meant by Plaintiffs' use of the phrases "obtain written tenant consent from Plaintiffs," and "interior images that depicted their belonging and/or likeness in marketing," as they are not terms that are defined by Plaintiffs.

Respectfully submitted,

/s/ Kevin O'Brien
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Attorneys for Defendant SAC 181 LLC

November 24, 2025

Raleigh North Carolina

EXHIBIT B

Defendants Adam W. Bayles, Individually, Tara Bayles, Individually and Meridian Residential Group, LLC's Responses to Plaintiffs' First Set of Requests for Admission.

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
James C. ("Chris") McNeil and Meaghan Poyer, Plaintiffs, vs. SAC 181, LLC, Meridian Residential Group, LLC, Adam W. Bayles, individually, Tara Bayles, individually, and MRG Investing Company, LLC, Defendants.	)	C/A NO.: 2025-CP-10-05095 **DEFENDANT ADAM W. BAYLES' RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION**

TO: JAMES C. ("CHRIS") MCNEIL AND MEAGHAN POYER, PLAINTIFFS:

Defendant Adam W. Bayles, individually (hereinafter "Defendant Adam"), by and through his undersigned counsel, hereby responds to Plaintiffs' First Requests for Admission, as follows:

GENERAL OBJECTION

1. All objections as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose of the responses, or the subject matter thereof, in any subsequent proceeding in the trial of this or any other action;

2. The right to object on any ground to the use of said responses, or the subject matter thereof, in any subsequent proceeding in the trial of this or any other action; and

3. The right to object on any ground at any time to other discovery procedures involving or relating to the subject matter of these discovery requests.

DEFENDANT OBJECTS GENERALLY TO THE FOLLOWING:

1. Each and every definition, instruction, document request and request for things to the extent that it seeks information or things which are not relevant to the subject matter of the present action, or not reasonably calculated to lead to discovery of admissible evidence.

2. All definitions, instructions and document requests to the extent that they seek to impose discovery obligations beyond those imposed by the South Carolina Rules of Civil Procedure.

3. Any production of information or identification of a document by this Defendant in contradiction of one or more of the objections herein contained being construed as a waiver of such objection(s).

4. The identification or the production of documents not within this Defendant's custody or control.

5. This Defendant objects to any request to the extent they seek information that is protected from disclosure under the attorney-client privilege or work product immunity.

6. This Defendant objects to these requests to the extent they seek information which is neither relevant to the issues raised in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

7. This Defendant objects to these requests to the extent they seek information which this Defendant considers to be confidential or proprietary, including trade secrets or other confidential research, development or commercial information.

8. To the extent that this Defendant responds to a request, this should not be construed as a representation or admission that the responses are admissible at trial.

9. In providing these objections and responses to Plaintiff's First Set of Requests For Admission, Defendant does not in any way waive or intent to waive, but rather reserve:

a. All objections to foundation, competency, relevancy, materiality, and admissibility;

b. All rights to object on any ground to the use of any of the objections, answers, or responses herein in any subsequent proceedings including the trial of this or any other action;

c. All objections to vagueness and ambiguity;

d. All rights to object on any grounds to any further discovery requests propounded to Defendant; and

e. The attorney-client privilege, work-product immunity, and every other applicable privilege and limitation on discovery.

10. Defendants reserve their right to file a Motion for Protective Order/ Motion to Stay Discovery or joining in Co-Defendant's previously filed motion regarding the same. The responses provided below in no way waive the Defendant's rights to file said motions.

RESPONSES TO REQUESTS FOR ADMISSION

1. Admit that you exercised decision-making authority as a principal or managing member for Meridian Residential Group, LLC in 2025.

RESPONSE: Defendant Adam objects to this Request on the grounds that the term "decision-making authority" is vague, ambiguous, and undefined by the Plaintiffs. Without waiving the above objection, Defendant Adam admits only so much as to state that he had the authority as part of his ownership interests in Meridian to make some decisions in connection and agreement with the other owner of Meridian.

2. Admit that you did not object, orally or in writing, to the publication of images depicting Plaintiffs, their pet, and/or their belongings.

RESPONSE: Denied as written. Defendant Adam's duties do not require him to be involved in the decision making of the above-referenced situation and Defendant Adam was unaware of the images or the publication thereof, so Defendant Adam is unable to admit nor deny this request as it does not apply to him.

3. Admit that neither you nor Meridian Residential Group, LLC obtained contractor bids for "substantial renovations" to the property at 181 Gordon Street prior to re-listing it in June/July 2025.

RESPONSE: Denied.

4. Admit that you personally benefited, directly or indirectly, from the management or rental proceeds of 181 Gordon Street.

RESPONSE: Defendant Adam objects to this Request on the grounds that the term "personally benefited" is vague, ambiguous, and undefined by the Plaintiffs. Without waiving the above objection, Defendant Adam admits only that as part of his ownership of Meridian he receives a financial benefit from owning said company there is no way to identify whether any portion of that benefit is directly related to 181 Gordon Street.

5. Admit that you personally communicated with Tara Bayles, SAC 181, LLC or both regarding the June/July 2025 listing or 181 Gordon Street and/or the decision to publish the Matterport or other images of either or both Plaintiffs, their pet, and their belongings.

RESPONSE: Defendant objects to this request as Defendant Adam and Defendant Tara are married and any communications between them would be protected as confidential marital communications pursuant to S.C. § 19-11-30. Notwithstanding this objection, please see Response to Request to Admit No. 2. Denied as written.

6. Admit that before September 21, 2025, you did not issue any directive instructing Meridian to suspend further publication or take down the images of Plaintiffs, their belongings, and/or their pet in the 181 Gordon Street listing.

RESPONSE: Please see Response to Request to Admit No. 2. Denied as written.

Respectfully Submitted,

RESNICK & LOUIS, P.C.

s/Alicia N. Bolyard, Esq.
Alicia N. Bolyard, Esq.
Christopher W. Manning, Esq.
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Attorney for Defendants Meridian Residential Group, LLC, Adam W. Bayles, individually, and Tara Bayles, individually

November 26, 2025
Charleston, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
James C. ("Chris") McNeil and Meaghan Poyer, Plaintiffs, vs. SAC 181, LLC, Meridian Residential Group, LLC, Adam W. Bayles, individually, Tara Bayles, individually, and MRG Investing Company, LLC, Defendants.	)	C/A NO.: 2025-CP-10-05095 **DEFENDANT TARA BAYLES' RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION**

TO: JAMES C. ("CHRIS") MCNEIL AND MEAGHAN POYER, PLAINTIFFS:

Defendant Tara Bayles, individually (hereinafter "Defendant Tara"), by and through his undersigned counsel, hereby responds to Plaintiffs' First Requests for Admission, as follows:

GENERAL OBJECTION

1. All objections as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose of the responses, or the subject matter thereof, in any subsequent proceeding in the trial of this or any other action;

2. The right to object on any ground to the use of said responses, or the subject matter thereof, in any subsequent proceeding in the trial of this or any other action; and

3. The right to object on any ground at any time to other discovery procedures involving or relating to the subject matter of these discovery requests.

DEFENDANT OBJECTS GENERALLY TO THE FOLLOWING:

1. Each and every definition, instruction, document request and request for things to the extent that it seeks information or things which are not relevant to the subject matter of the present action, or not reasonably calculated to lead to discovery of admissible evidence.

2. All definitions, instructions and document requests to the extent that they seek to impose discovery obligations beyond those imposed by the South Carolina Rules of Civil Procedure.

3. Any production of information or identification of a document by this Defendant in contradiction of one or more of the objections herein contained being construed as a waiver of such objection(s).

4. The identification or the production of documents not within this Defendant's custody or control.

5. This Defendant objects to any request to the extent they seek information that is protected from disclosure under the attorney-client privilege or work product immunity.

6. This Defendant objects to these requests to the extent they seek information which is neither relevant to the issues raised in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

7. This Defendant objects to these requests to the extent they seek information which this Defendant considers to be confidential or proprietary, including trade secrets or other confidential research, development or commercial information.

8. To the extent that this Defendant responds to a request, this should not be construed as a representation or admission that the responses are admissible at trial.

9. In providing these objections and responses to Plaintiff's First Set of Requests For Admission, Defendant does not in any way waive or intent to waive, but rather reserve:

a. All objections to foundation, competency, relevancy, materiality, and admissibility;

b. All rights to object on any ground to the use of any of the objections, answers, or responses herein in any subsequent proceedings including the trial of this or any other action;

c. All objections to vagueness and ambiguity;

d. All rights to object on any grounds to any further discovery requests propounded to Defendant; and

e. The attorney-client privilege, work-product immunity, and every other applicable privilege and limitation on discovery.

10. Defendants reserve their right to file a Motion for Protective Order/ Motion to Stay Discovery or joining in Co-Defendant's previously filed motion regarding the same. The responses provided below in no way waive the Defendant's rights to file said motions.

RESPONSES TO REQUESTS FOR ADMISSION

1. Admit that you possessed, or had access to, photographs of Plaintiff Meaghan Poyer, and her personal belongings on 181 Gordon Street during and after Plaintiffs' tenancy.

RESPONSE: Defendant Tara objects to this Request on the grounds that the terms "possessed or had access to" is vague, ambiguous and is undefined by the Plaintiffs. Furthermore, there is no limitation to time of alleged possession. Denied as written.

2. Admit that you sent, or caused to be sent, the email with an attached pdf bearing the disputed postmark referenced in the Complaint.

RESPONSE: Defendant Tara objects to this Request on the grounds that the term "disputed postmark" is vague, ambiguous, mischaracterization of a document and the term is undefined by the Plaintiffs. Furthermore, Defendant objects to this Request as it is argumentative and asks the Defendant to admit something that is inherently untrue. Defendant would state that the "disputed postmark" referenced in the Complaint was never a postmark and had not been claimed to be. The envelope attached to Defendant Tara's September 5, 2025, email was not cancelled by the Post Office, which is the process of defacing the stamp to prevent its reuse once the stamp has been used on an envelope and submitted to the Post Office for mailing, which Defendant assumes is what Plaintiffs mean by "postmark." It was an interoffice stamp indicating that it had been emailed on August 28,

2025, as an internal documentation, which is not an official USPS cancellation or "postmark," and was never claimed to be by the Defendants. There was a USPS postage stamp attached, as Defendant Tara made a copy of all of the documents, including the checks, prior to the drop-off at the Post Office as a way of obtaining office records, and stamps are required to be placed on the envelope prior to drop-off at the Post Office for mailing. The envelope in the scan was not cancelled or "postmarked." The "Emailed 8/28/2025" stamp was used as an internal office notification that copies had been emailed to Meridian's accounting team for recording. Notwithstanding objections, therefore, this Request is denied.

3. Admit that you, or your agents, were involved in causing or permitting images including Plaintiff Meaghan Poyer and Plaintiffs' belongings to be published on public rental websites without consent.

RESPONSE: Defendant Tara objects to this Request on the grounds that the terms "involved in causing or permitting" is vague, ambiguous, undefined by the Plaintiffs. Further responding subject to and without waiving these objections, this Request seeks to elicit a legal conclusion that cannot be addressed through a request to admit pursuant to Rule 36, SCRCP and all relevant case law, this is beyond the permissible scope of discovery, therefore, Defendant Tara denies this Request as written.

4. Admit that Meridian Residential Group, LLC (through you or your staff) caused or allowed the Matterport Tour of 181 Gordon Street – depicting one or more of Plaintiffs' likenesses, pets, and/or personal effects – to be published or syndicated to one or more third-party platforms.

RESPONSE: Defendant Tara objects to this Request on the grounds that the terms "caused or allowed" is vague, ambiguous, undefined by the Plaintiffs. Further responding subject to and without waiving these objections, denied as written.

5. Admit that the security-deposit refund checks issued to Plaintiffs were drawn on an account styled "SAC 181 OP" and bore Meridian's office address.

RESPONSE: Admit.

6. Admit that you communicated with Adam Bayles regarding the June/July 2025 listing of 181 Gordon Street and/or the publication of photographs depicting Plaintiff Meaghan Poyer and Plaintiffs' belongings at 181 Gordon Street.

RESPONSE: Defendant objects to this request as Defendant Adam and Defendant Tara are married and any communications between them would be protected as confidential marital communications pursuant to S.C. § 19-11-30. Notwithstanding this objection, denied as written.

Respectfully Submitted,

RESNICK & LOUIS, P.C.

s/Alicia N. Bolyard, Esq.
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Attorney for Defendants Meridian Residential Group, LLC, Adam W. Bayles, individually, and Tara Bayles, individually

November 26, 2025
Charleston, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
James C. ("Chris") McNeil and Meaghan Poyer, Plaintiffs, vs. SAC 181, LLC, Meridian Residential Group, LLC, Adam W. Bayles, individually, Tara Bayles, individually, and MRG Investing Company, LLC, Defendants.	)	C/A NO.: 2025-CP-10-05095 **DEFENDANT MERIDIAN RESIDENTIAL GROUP, LLC'S RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION**

TO: JAMES C. ("CHRIS") MCNEIL AND MEAGHAN POYER, PLAINTIFFS:

Defendant Meridian Residential Group, LLC (hereinafter "Defendant Meridian"), by and through his undersigned counsel, hereby responds to Plaintiffs' First Requests for Admission, as follows:

GENERAL OBJECTION

1. All objections as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose of the responses, or the subject matter thereof, in any subsequent proceeding in the trial of this or any other action;

2. The right to object on any ground to the use of said responses, or the subject matter thereof, in any subsequent proceeding in the trial of this or any other action; and

3. The right to object on any ground at any time to other discovery procedures involving or relating to the subject matter of these discovery requests.

DEFENDANT OBJECTS GENERALLY TO THE FOLLOWING:

1. Each and every definition, instruction, document request and request for things to the extent that it seeks information or things which are not relevant to the subject matter of the present action, or not reasonably calculated to lead to discovery of admissible evidence.

2. All definitions, instructions and document requests to the extent that they seek to impose discovery obligations beyond those imposed by the South Carolina Rules of Civil Procedure.

3. Any production of information or identification of a document by this Defendant in contradiction of one or more of the objections herein contained being construed as a waiver of such objection(s).

4. The identification or the production of documents not within this Defendant's custody or control.

5. This Defendant objects to any request to the extent they seek information that is protected from disclosure under the attorney-client privilege or work product immunity.

6. This Defendant objects to these requests to the extent they seek information which is neither relevant to the issues raised in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

7. This Defendant objects to these requests to the extent they seek information which this Defendant considers to be confidential or proprietary, including trade secrets or other confidential research, development or commercial information.

8. To the extent that this Defendant responds to a request, this should not be construed as a representation or admission that the responses are admissible at trial.

9. In providing these objections and responses to Plaintiff's First Set of Requests For Admission, Defendant does not in any way waive or intent to waive, but rather reserve:

a. All objections to foundation, competency, relevancy, materiality, and admissibility;

b. All rights to object on any ground to the use of any of the objections, answers, or responses herein in any subsequent proceedings including the trial of this or any other action;

c. All objections to vagueness and ambiguity;

d. All rights to object on any grounds to any further discovery requests propounded to Defendant; and

e. The attorney-client privilege, work-product immunity, and every other applicable privilege and limitation on discovery.

10. Defendants reserve their right to file a Motion for Protective Order/ Motion to Stay Discovery or joining in Co-Defendant's previously filed motion regarding the same. The responses provided below in no way waive the Defendant's rights to file said motions.

RESPONSES TO REQUESTS FOR ADMISSION

1. Admit that you had operational responsibility over 181 Gordon Street, Charleston, South Carolina, during all of 2025.

RESPONSE: Defendant Meridian objects to this Request on the grounds that it is overly broad, vague and confusing. It is not clear what is meant by "operational responsibility." Further responding subject to and without waiving these objections, this Request seeks to elicit a legal conclusion that cannot be addressed through a request to admit pursuant to Rule 36, SCRCP and all relevant case law, this is beyond the permissible scope of discovery. Further objecting, Defendant cannot admit or deny with any certainty to this Request as to "all of 2025" as the year of 2025 is not yet over. Defendant further directs the Plaintiff to the Management Agreement between Meridian and SAC, 181 that fully explains the duties and obligations of the parties. As such, Defendant Meridian denies as written.

2. Admit that the reference to "multiple" properties managed for SAC 181, LLC in your pleadings or cross-claims is incorrect or was included in error.

RESPONSE: Admit. Defendant manages multiple properties for Charles Altman, the owner of SAC, 181, not SAC 181, LLC specifically.

3. Admit that you, or your agents, were involved in causing or permitting images including Plaintiff Meaghan Poyer and Plaintiffs' belongings to be published on public rental websites without consent.

RESPONSE: Defendant Meridian objects to this Request on the grounds that the terms "involved in causing or permitting" is vague, ambiguous, undefined by the Plaintiffs. Further responding subject to and without waiving these objections, this Request seeks to elicit a legal conclusion that cannot be addressed through a request to admit pursuant to Rule 36, SCRCP and all relevant case law, this is beyond the permissible scope of discovery, therefore, Defendant Meridian denies this Request as written.

4. Admit that the postal evidence in the scan document attached as Exhibit A was created or altered by an agent of Meridian Residential Group, LLC.

RESPONSE: Defendant Meridian objects to this Request on the grounds that the term "postal evidence" is vague, ambiguous, mischaracterization that is undefined by the Plaintiffs. Further responding subject to and without waiving these objections, Defendant Meridian denies this Request as written.

5. Admit that the original filename of the scan attached as Exhibit A, "Meridian Scanner_20250905_161321.pdf", has the (military) time and date encoded into the filename, with the formula "Meridian_Scanner_YYYMMDD_HHMMSS", indicating it was scanned at 4:13.21 PM on September 5, 2025.

RESPONSE: Defendant Meridian objects to this Request on the grounds that the term "encoded" is vague, ambiguous and is undefined by the Plaintiffs. Further responding, Defendant Meridian objects to this Request to the extent it seeks information of any consulting expert. Defendant Meridian has not yet identified any experts to testify at the trial of this matter but specifically reserves the right to do so and to supplement this Answer in accordance with the South Carolina Rules of Civil Procedure. Further responding subject to and without waiving these objections, Defendant Meridian denies as written and craves strict reference to the document as referenced.

6. Admit that Meridian did not possess any written, signed consent from either Plaintiff authorizing the use of their likenesses or belongings for publication when the listing and Matterport tour were published.

RESPONSE: Defendant Meridian objects to this Request on the grounds that it seeks to elicit a legal conclusion that cannot be addressed through a request to admit pursuant to Rule 36, SCRCP and all relevant case law, this is beyond the permissible scope of discovery, therefore, Defendant Meridian denies this Request as written.

7. Admit that Meridian Residential Group, LLC and SAC 181, LLC shared control or decision-making authority over rental policies, tenant selection, rent increases, and marketing regarding 181 Gordon Street.

RESPONSE: Defendant Meridian objects to this Request on the grounds that the terms "shared control or decision-making authority" is vague, ambiguous, and undefined by the Plaintiffs. Without waiving the above objection, Defendant admits only so much as to allege the Defendant Meridian and SAC, 181 entered into a Management Agreement that fully explains the duties and obligations of the parties. As to any remaining allegations, Defendant Meridian denies as written.

8. Admit that Meridian used AppFolio and/or ShowMojo (or similar) to syndicate the 181 Gordon Street listing to third-party rental/real-estate websites.

RESPONSE: Defendant Meridian objects to this Request on the grounds that the term "syndicate" is vague, ambiguous, and undefined by the Plaintiffs. Without waiving the above objection, Defendant admits only so much as to allege that it uses third-party websites in its marketing of rental units.

Respectfully Submitted,

RESNICK & LOUIS, P.C.

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November 26, 2025
Charleston, South Carolina