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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Family Court

Family Court Case No. 2022-DR-10-3072

Appellate Case No. 2023-001376

Justin McGee, Respondent,

v.

Lindsay F. McGee, Petitioner.

REPLY TO RESPONDENT'S RETURN TO MOTION TO DISMISS

Petitioner Lindsay McGee responds to Respondent's *Return to Petitioner's Motion to Suppress Evidence* filed September 29, 2023. This Court should not be distracted by Respondent's Return which contains a voluminous amount of irrelevant information and asserts defenses that are based upon factually inaccurate and/or demonstrably false statements. Conspicuously missing in Respondent's Return is reference to evidence admittedly in Respondent's possession which would unquestionably either support or disprove Respondent's claim that he has not unlawfully intercepted Petitioner's communications.

Background Inaccuracies

1. The undated text exchange (McGee Aff. Ex. Z) indicates that Respondent gave Petitioner his global administrator email credentials to the Petitioner at some point, however, this

is irrelevant since there is no allegation or evidence that Petitioner ever used those credentials to access the McGee Law Firm email system, (Petitioner Aff. ¶¶ 28, 29).

2. Respondent asserts that the parties reconciled, and he moved into the Petitioner's 664 McCutchen Rd. residence ("McCutchen House") in June 2021. (Return p. 2). Petitioner never agreed to reconcile, and the parties never reconciled after separating in February 21, 2021. (Petitioner Aff. ¶¶ 3, 4, 5, 6, 7 (a-e) and 8; see Ex. A-K of Petitioner's Aff.). A Stipulation written and signed by Respondent on June 22, 2022 acknowledged the parties never reconciled from the time they separated on February 21, 2021.¹ (Ex. D to Petitioner Aff.). Texts between the parties reflect that the parties continued to reside in separate residences and that, although he periodically stayed overnight at Petitioner's 664 McCutchen Rd. residence, Respondent did not reside there. (Petitioner Aff. ¶¶ 5, 7(a-e); see Ex. A, E, F, G, H and I to Petitioner's Aff.).

3. Petitioner adamantly denies knowing Respondent had installed "nanny cameras"² at home and work. (Petitioner Aff. ¶¶ 9). On August 19, 2021, Petitioner confronted Respondent about her fears that he had a hidden camera, as well as another device, in her house at which time Respondent denied spying on her. (Petitioner Aff. ¶¶ 9, 10 and 11; Ex. O to Petitioner's Aff.).³ The evidence reflects that Petitioner clearly did not know Respondent had installed spy cameras in her house and Respondent was unquestionably not living at the McCutchen House at the time.

4. Respondent's Return states that "over the course of the summer, he removed all but one of the nanny cameras." (Return p.3). Respondent's affidavit, paragraph sixty-two, states that "I removed the cameras from McCutchen House over the Summer of 2022 as I was moving and

¹ Respondent also that his adulterous misconduct was the cause of the breakdown of the marriage, despite his assertions that it was Petitioner's infidelity.

² Respondent refers to all cameras, including what he purchased as Spy Cameras, as "nanny cameras."

³ This is seven months after Respondent began purchasing spy cameras from knowyournanny.com on January 24, 2021, Zetronix on January 4, 2021, The Spy Store on January 4, 2021, and SCS Enterprises through Amazon on July 7, 15, and 29, 2021. (Abrams' Aff. ¶ 5; Leonard Aff. ¶ 19; See Ex. D).

removing his belongings.” These statements are irreconcilable with Respondent’s need to hire a private investigator due to his “concerns over Wife’s mental health, her drug and alcohol abuse” (Return p. 4) Logic would suggest that Respondent would have a greater need to monitor the children’s safety after he moved out, not when he was living there as he falsely claims.

5. Respondent’s iPhone that allegedly exploded was named “Megatron”. (Petitioner Aff. ¶ 23). Even if named “Justin’s iPhone”, this would not preclude respondent from renaming his new phone “Juston’s iPhone.” (Abrams’ Supp. Aff. ¶ 15). As recently as July 23, 2023, Justin’s iPhone appeared on Petitioner’s WiFi. (August 29, 2023 Bumgarner Aff. ¶ 45).

6. Petitioner did not give her iPhone 8 to Respondent as a backup phone for the paw firm, but not for “for the children to play games.” Although the oldest child sometimes used it to play games, the children have iPads for that purpose since summer 2022. (Petitioner Aff. ¶ 23).

7. Respondent claims he accessed the McCutchen House regularly after June 2022. (Return p. 3) That is untrue and the two nights he spent the night in July 2022 were because Respondent was too intoxicated to drive. (Petitioner Aff. ¶ 6).

8. Respondent asserts that one camera was inadvertently left on a in the garage, unplugged and uninstalled. The video evidence demonstrates this statement is false. (Abrams’ Supp. Aff. ¶¶ 7-11). Additionally, the amount of data being transmitted from Petitioner’s WiFi during that time strongly suggests that data from the camera was being transmitted after that time. (Bumgarner Supp. Aff. ¶ 30).

9. Respondent asserts that the camera in the garage did not have audio capabilities. (Return p. 3) Even if true, there were thirteen cameras identified on Petitioner’s WiFi network, six of which have the same nomenclature. (Bumgarner Aff. dated August 29, 2023 ¶ 34). Respondent purchased five cameras with audio capability directly through SCS Enterprises. (Leonard Aff. ¶

19; see Ex. E; **Exhibit 1**). It is of significance that Respondent had to select the audio capability. Respondent purchased 4 additional cameras without audio capability from SCS through Amazon. (Leonard Aff. ¶ 19). A reasonable person would conclude that at least one, if not five, of the six similar recording devices identified on Petitioner's WiFi network had audio capability.⁴

10. Respondent claims that he did not access the garage camera through the application or connect the camera to the WiFi. (Return p. 4). The video data indicates this statement is false. (Abrams' Supp. Aff. ¶ 7-11).

11. Sean Leonard's opinion that the 10T Living application does not allow for selective deletion is only partially true. (Bumgarner Supp. Aff. ¶ 32) Regardless, it irrelevant and does not refute the fact that Respondent was monitoring a surveillance camera in Petitioner's garage. (Bumgarner Supp. Aff. ¶ 32; Abrams Supp Aff. ¶ 7-11).

12. Respondent's claim of "growing concerns about Wife's mental health, her drug and alcohol abuse" and suspicions of adultery are irrelevant and disingenuous.⁵ (Return p. 4)

13. Respondent's statement states that he filed a for a divorce on the ground of adultery on October 22, 2022, is, again, irrelevant to the motion to suppress evidence and yet another disingenuous attempt to impugn Petitioner's character.⁶ (Return p. 4).

Argument

Respondent's Return is factually inaccurate, and his legal analysis is without merit. Further,

⁴ Respondent has not produced the surveillance cameras or recording devices he purchased, his electronic devices including the iPhone 8, nor any information from the IoT Kiving App which were connected to the cameras.

⁵ Throughout the marriage and even post separation, Respondent purchased copious amounts of cannabis products and paraphernalia for Petitioner. Records obtained from PayPal also reveal Respondent purchased a kit to grow psilocybin mushrooms. (**Exhibit 2**).

⁶ Respondent makes repeated references to Petitioner's infidelity which began approximately eighteen months after the date of separation, despite Respondent, as early as January 2021 prior to the separation, paying for \$99.99 monthly for dating sites such as Seeking.com (W8TECH SA), making numerous purchases from OnlyFans, and making multiple Venmo transfers to what appears to be unknown females.(Petitioner's Aff. ¶ 8; See Exhibits J and K)

his defenses to the allegation that he unlawfully intercepted Petitioner's communications are based upon patently and demonstrably false statements of fact. Interestingly, Respondent fails to produce or list the surveillance cameras and recording devices he purchased, fails to produce or list his electronic devices including the iPhone 8, and he does not reference, summarize or disclose the information from the IoT Living App which was connected to the spy cameras. This information would unquestionably enable the court to discern the truth but Respondent refuses to provide it.

I. Respondent unlawfully intercepted Petitioner's communications as prohibited by the Homeland Security Act and the federal Act.

This Court should reject Respondent's argument because the evidence reflects that Respondent unlawfully intercepted Petitioner's communications.

A. The legal argument

The evidence, including Respondent's admission that that he installed spy cameras in Petitioner's home and that he accessed Petitioner's Firm email, establishes that Respondent "unlawfully intercepted" Petitioner's communications.

1. Husband unlawfully intercepted Bank of America's May 16, 2023 email to Petitioner's McGee Law Firm email address.

Respondent then indicates that there is implied consent, yet he points out that the parties are separated, involved in contested litigation, and no longer partners in their law firm and asks this court to believe that she (the Petitioner) gave her separated opposing party (husband) consent to continue monitoring her communications. As this court is aware, any consent given by either party for another party to monitor their electronic communications can be revoked. This revocation can take place either expressly or when a reasonable person understands that any prior consent had been revoked. In this case, the parties' living circumstances had changed, employment circumstances had changed, and they were involved in a hotly contested family court case. Even if this court believes that at some point the Petitioner gave prior consent a reasonable person would

clearly know that any prior consent would be revoked once the parties separated and began their own path down the contested family court case. In Respondent's own Return, he states that the parties began living separately in June of 2022. (although an illegal interception of electronic communications could have taken place prior to that day depending on the facts) certainly those interceptions occurred subsequent to June of 2022.

Respondent's contention that Petitioner was aware that he could access Petitioner's Firm email is of no significance as he was the global administrator. However, there is no evidence to suggest that Petitioner ever authorized Respondent to access her lindsay@mcgee-lawfirm.com email account. Specifically, asking Respondent to unlink two other firm email addresses from her email account does not give authority, neither express nor implied, to access her email communications.

Respondent accessed Petitioner's Firm email again on April 8, 2022 after receiving a telephone call from the SC Bar about a possible administrative suspension. However, Petitioner did not authorize this access, although she may have later condoned it. It is also significant that, although the parties were separated, marital litigation had not yet commenced. When Husband filed a Summons and Complaint on October 22, 2022, seeking a divorce and other related relief, any prior consent for Respondent to access Petitioner's email account was revoked, if not expressly, then impliedly.

Respondent contends that he had a legitimate purpose to access Petitioner's Firm email account to forward bill—related emails to the Firm's bookkeeper and to respond to potential new clients. (Return p. 10). This is false and Respondent fails to provide one example of such an email. More significant, the Bank of America email was not a Firm bill but was an email regarding Petitioner's personal checking account. Respondent printed the email, manufactured an illicit

purpose for the email, and disseminated the email to the family court as “evidence” of some illicit conduct by Petitioner. There was no legitimate business purpose for accessing and disseminating the May 16, 2023 email from Bank of America.

An equally egregious illegitimate purpose was Respondent’s instructions to his expert, Sean Leonard, to search Petitioner’s Firm email for certain terms including “Zelle”, people named Holton, Keys, Fowler, or Forina, “withdrawal”, and other terms to show that Petitioner “deleted those items that are evidence in [this] case.” (**Exhibit 3**) This was clearly for Respondent’s domestic case, and not for any “legitimate business purpose.”

Respondent makes a conclusory statement that Petitioner lacked a legitimate expectation of privacy, however, he fails provide a factual basis or any facts which correspond with the caselaw he cites.

2. Unlawfully intercepted text

Mr. Leonard opines that to restore a reset iPhone, it is necessary to have the username and password corresponding with the iCloud account containing the back-up data. (Return, p. 11). Respondent’s claim that he claims that he did not know Petitioner’s credentials to access her iCloud account, so therefore he could not have restored the iPhone 8 Plus and could not have accessed her text messages and emails. (Return, pp. 11, 12). This is not true. (Bumgarner Aff. ¶¶ 35, 38). Respondent had full and free access to Petitioner’s passwords. (Petitioner’s Aff. ¶¶ 37, 38).

3. Unlawfully intercepted emails

The Gmail intrusions and Sean Leonard’s critique of Mr. Bumgarner’s knowledge of the iOS versions on Petitioner’s phone are squarely addressed in Mr. Bumgarner’s supplemental affidavit. (Bumgarner Aff. ¶ 35-38).

B. Respondent unlawfully intercepted Petitioner's communications using spy cameras at McCutchen House

As already discussed, Respondent's claims that 1) he resided at the McCutchen House from June 2021 until July 2022, 2) that Petitioner knew he installed spy cameras in her home, 3) and that he installed spy cameras for safety reasons are patently false assertions. Respondent did not reside at the McCutchen House. (Petitioner's Aff. ¶¶ 1-7). Petitioner did not know Respondent installed Spy cameras. (Petitioner's Aff. ¶¶ 9-13). Respondent had alternative, less expensive, and more effective means of ensuring the children's safety. (Abrams' Supp. Aff. ¶ 3; Bumgarner Supp. Aff. ¶ 13). He also could have petitioned the family court for protective measures if he believed Petitioner was jeopardizing the children's safety, but he did not. (Petitioner Aff. ¶14).

Respondent's narrative that he installed "nanny cameras" is misleading and inaccurate. Most of the devices so far identified are hidden spy and listening cameras. Respondent's new theory that he could vicariously consent for the cameras to be placed in the children's rooms ignores the realities that there were listening devices as well as cameras, there were thirteen devices placed throughout the house and not just in the children's rooms, Petitioner was inevitably recorded on numerous occasions outside the presence of the children, and Petitioner was being recorded during periods of time when the children were with Respondent.

Finally, Petitioner's claim that Respondent intercepted her communications using spy camera is wholly supported by Respondent's admissions that he installed these devices in the McCutchen House and the router logs corroborating the presence of thirteen recording devices accessed Petitioner's WiFi at the McCutchen House. (Return p. 2; Respondent Aff. ¶¶ 61-66).

While certain alleged facts may be in dispute between the parties the law is not. Under South Carolina Code Section 17-30-65 (A) "When any wire, oral or electronic communication has

been intercepted, no part of the contents of the communication and no evidence derived thereof may be received into evidence in any trial, hearing or other proceeding in or before any court, grand jury, department, office, agency, regulatory body, legislative committee, or other authorities of this state, or any political subdivision thereof, if the disclosure of that information will be in violation of this chapter.

This matter is before this Court to address given its original jurisdiction (South Carolina code section 17-30-110). It is acknowledged that the issue as to whether or not Respondent violated The Stored Communication Act or the Computer Fraud Abuse Act is not an issue before this court. Respondent provides his Return and extensive exhibits (totaling literally hundreds of pages) but does not address the true issue which is before the Court. What is not before the court is whether there is a violation by Respondent of the Stored Communication Act or the Computer Fraud Abuse Act.

It is clear that there were monitoring devices placed inside Petitioner's residence where she and the children resided post-separation. While it is true that the device that was found in the garage which was purchased from SCS had no audio recording capacity, it is also true that at least five other devices Respondent purchased from did have audio recording capabilities. (Leonard Aff. ¶ 19; Exhibit E).

Respondent attempts to argue that because he "spent at least two nights" at Petitioner's home during the month of July and over the course of the summer that somehow or another this gave him the authority to place these devices in Petitioner's home. It did not. Petitioner never consented to these devices being placed in her home, and on August 19, 2021, she expressed her concerns to Respondent that she suspected that he did have recording devices in her home, which he denied. (Ex. D to Petitioner's Aff.). Respondent's claims that Petitioner consented, or even

knew, that he had installed spy camera in her home is nonsense.

Respondent goes through extensive argument that the Cronin case applies. It does not. Cronin was a case where, as this Court points out, there was subsequent acquisition of certain communication that had been held in an electronic storage. That again is not the issue here. These audio recording devices placed in the home by the husband recorded conversations in real time at the time the conversations took place.

Finally, Respondent's summary argument that Petitioner's claims are founded only on her expert's working theory ignores, among other evidence, 1) Respondent's admission that he installed spy cameras in Petitioner's home, 2) his spy camera purchases, and 3) Petitioner's router logs indicating thirteen cameras in her home. (Respondent Aff. ¶¶ 61-66; Bumgarner Aff. ¶25). Moreover, Husband has possession of the cameras, the devices he used to monitor the cameras, and the web application that is used to monitor the cameras and while this evidence would conclusively establish what, if any, interceptions occurred, Respondent refuses to produce it to this court to support his denials and he has yet to produce it in response to Petitioner's requests. A reasonable person could infer that this evidence would be adverse to Respondent.

II. Respondent's violation of the statutes necessitates suppression of all unlawfully obtained evidence, and evidence derived from unlawfully obtained evidence.

A. It is immaterial that Wife's text messages and emails were provided in prior litigation.

During Fall 2022 when Wife produced text messages and emails with Stephen Daniel Fowler, she had not yet determined the extent of information that had been derived from Respondent's interceptions and intrusions. The messages that she provided in response to discovery in this case were prior to the time the Motion to Suppress Evidence was filed. Providing that information in no way gave consent for Respondent to disseminate them.

B. No evidence derived from illegally intercepted communications may be received as evidence in any trial or hearing.

Respondent argues that the Fruit of the Poisonous Tree Doctrine has no application to this case. However, once again Respondent ignores the clear language of the statute itself which alleges “whenever any wire, oral, or electronic communication has been intercepted, no part of the contents of the communication and no evidence derived there from may be received as evidence at any trial, hearing,…” (South Carolina Code section 17-30-65). There is no need to argue whether or not the doctrine of Fruit of the Poisonous Tree Doctrine is applicable or not as the court has specifically set out in its Statute that no evidence derived from the illegally intercepted communications may be received as evidence.

C. Wife’s communications may not be used to impeach her testimony.

Respondent continues with his attempt to create an exception for use to impeach the Petitioner. Again, the clear reading is this statute makes no exception for the use of the contents of the unlawfully obtained communications, once again, the plain reading of Section 17-30-65 does not allow it.

III. This Court has jurisdiction to rule on Petitioner’s Motion to Suppress.

The Homeland Security Act clearly sets out, pursuant to South Carolina Code section 17-30-110, that The South Carolina Court of Appeals is the original jurisdiction to hear the Motion to Suppress. There is no requirement that the family court issue its order prior to this Court addressing the issue. In fact, such an argument is contrary to what is set out in the statute.

The phrase “renewing authority” does not mean renewing a lower court’s order, “renewing authority” is to review the allegations of the Motion to Suppress and to issue its Order as to whether or not the suppression is appropriate.

IV. Conclusion

Petitioner's Motion to Suppress should be granted based upon the illegal interception of her communications with non-parties, as well as illegal interceptions of her emails and text messages. Alternatively, any questions as to whether these recordings occurred and what in fact occurred, can be remedied by this court issuing an order requiring Respondent to turn over all surveillance cameras and recording devices he purchased, his electronic devices including the iPhone 8, and information from the IoT Living App which was connected to the cameras for the experts to examine. In addition, any records that Respondent has concerning the alleged interception likewise should be turned over followed by Supplemental Affidavits, arguments, by counsel.

Additionally, petitioner asks the Court to consider Respondent's contradictory statements, his demonstrably false statements, and his propensity for dishonesty in its ruling on the Motion to Suppress Evidence. (Petitioner's Aff.; See Section E).

Respectfully submitted,

McDOUGALL, SELF, CURRENCE
& McLEOD, LLP



PETER G. CURRENCE
791 Greenlawn Dr. Suite 4
Columbia, South Carolina 29209
(803) 776-3130
Attorney for Petitioner

October 6, 2023

EXHIBIT 1

**REPLY TO RESPONDENT'S RETURN
TO MOTION TO SUPPRESS**

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE FAMILY COURT FOR THE
) NINTH JUDICIAL CIRCUIT

Lindsay McGee,

)
)
) Plaintiff,

**AFFIDAVIT OF CUSTODIAN
OF RECORDS**

)
)
) vs.

)
) Justin M. McGee,

) Docket No. 2022-DR-10-3072

)
) Defendant.
)

PERSONALLY APPEARED BEFORE ME, _____,

who first being duly sworn testifies:

1. I am Kenneth Lee. I am employed by/own SCS Enterprises, Inc, in the position of president.

2. I am the duly authorized and designated custodian of records for SCS Enterprises, Inc. and am duly authorized to certify such records.

3. I certify that the attached documents, Bates #000006-000010, which were provided to McDougall, Self, Currence & McLeod, LLP, in response to a subpoena dated July 25, 2023, are true and correct copies of the original documents from SCS Enterprises, Inc. Said records were prepared by myself on behalf of SCS Enterprises, Inc. in the ordinary course of business.

SIGNATURE

Kenneth Lee

PRINT NAME

Kenneth Lee

STATE OF NEW YORK
ROCKLAND COUNTY
SWORN to before me this

2 day of AUG 2023 2023.

[Signature]
NOTARY PUBLIC

STATE OF NY

My Commission Expires: 3/6/27

HIRSCH ROSENZWEIG
Notary Public, State of New York
Reg. No. 01RO0002288
Qualified in Rockland County
Commission Expires 03/06/2027

Elizabeth Sheehan

From: SCS Enterprises Inc <info@spycameras.com>
Sent: Wednesday, July 26, 2023 11:27 AM
To: Elizabeth Sheehan
Subject: RE: McGee v. McGee
Attachments: packing_slip_2536_20230726T150351Z.pdf; packing_slip_2628_20230726T150625Z.pdf;
packing_slip_2747_20230726T150835Z.pdf

Hi, We have found 3 records of Mr. McGee purchasing from us.

Tracking numbers and payment info:

#2536: 1Z515R660393138284 \$438.00 USD was authorized on PayPal Express Checkout
#2628: 1Z515R660393511521 \$438.00 USD was authorized on PayPal Express Checkout
#2747: 1Z515R660391459306 \$438.00 USD was authorized on PayPal Express Checkout.

Kenneth Lee

SCS Enterprises, Inc.
<http://www.wifispycameras.com>
845-533-4460 :Tel
914-882-1054 :SMS

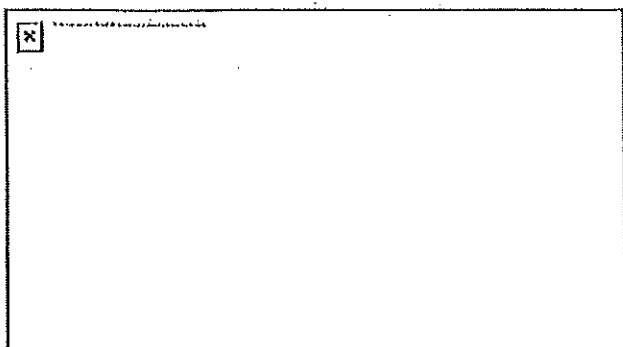
From: Elizabeth Sheehan [mailto:lizzle@mscmlaw.com]
Sent: Tuesday, July 25, 2023 16:43
To: info@spycameras.com
Cc: Pete Currence; Lori Ross
Subject: McGee v. McGee

Please see attached in regard to the above referenced matter. Should you have any questions, please do not hesitate to contact our office.

Thank you,

Lizzie Sheehan

Paralegal



SCS ENTERPRISES

Order #2536
January 31, 2022

SHIP TO

Justin McGee
125 A Wappoo Creek Dr
STE A
Charleston SC 29412
United States
(843) 847-1502

BILL TO

Justin McGee
125 A Wappoo Creek Dr
STE A
Charleston SC 29412
United States

ITEMS**QUANTITY**

 WF-113 : Sony 1080p Chip Super low light Wireless Spy
Camera with WIFI Digital IP Signal, Recording & Remote
Internet Access (Camera Hidden in 3 AC Outlet with Dual
USB Charging Port Wall Charger))
DOWN / Add Audio / 32GB
WF-113D-A-32

1 of 1

Thank you for shopping with us!

SCS Enterprises
6 Fortune Way, Montebello NY 10901, United States
info@spycameras.com
wiflspycameras.com

MSCM 000008

SCS ENTERPRISES

Order #2628
April 25, 2022

SHIP TO

Justin McGee
McGee Law Firm
125A Wappoo Creek Dr, STE A
STE A
Charleston SC 29412
United States
(843) 847-1502

BILL TO

Justin McGee
McGee Law Firm
125A Wappoo Creek Dr, STE A
STE A
Charleston SC 29412
United States

ITEMS	QUANTITY
 WF-113 : Sony 1080p Chip Super low light Wireless Spy Camera with WIFI Digital IP Signal, Recording & Remote Internet Access (Camera Hidden in 3 AC Outlet with Dual USB Charging Port Wall Charger)) Straight / Add Audio / 16GB WF-113-A	1 of 1
 WF-113 : Sony 1080p Chip Super low light Wireless Spy Camera with WIFI Digital IP Signal, Recording & Remote Internet Access (Camera Hidden in 3 AC Outlet with Dual USB Charging Port Wall Charger)) DOWN / Add Audio / 16GB WF-113D-A	1 of 1

Thank you for shopping with us!

SCS Enterprises
6 Fortune Way, Montebello NY 10901, United States
Info@spycameras.com
wlfispycameras.com

MSCM 000009

SCS ENTERPRISES

Order #2747
July 26, 2022

SHIP TO

Justin McGee
125A Wappoo Creek Dr
Charleston SC 29412
United States
8438471502

BILL TO

Justin McGee
125A Wappoo Creek Dr
Charleston SC 29412
United States

ITEMS	QUANTITY
 WF-113 : Sony 1080p Chip Super low light Wireless Spy Camera with WIFI Digital IP Signal, Recording & Remote Internet Access (Camera Hidden In 3 AC Outlet with Dual USB Charging Port Wall Charger)) DOWN / Add Audio / 16GB WF-113D-A	1 of 1
 WF-113 : Sony 1080p Chip Super low light Wireless Spy Camera with WIFI Digital IP Signal, Recording & Remote Internet Access (Camera Hidden In 3 AC Outlet with Dual USB Charging Port Wall Charger)) Straight / Add Audio / 16GB WF-113-A	1 of 1

Thank you for shopping with us!

SCS Enterprises
6 Fortune Way, Montebello NY 10901, United States
info@spycameras.com
wifispycameras.com

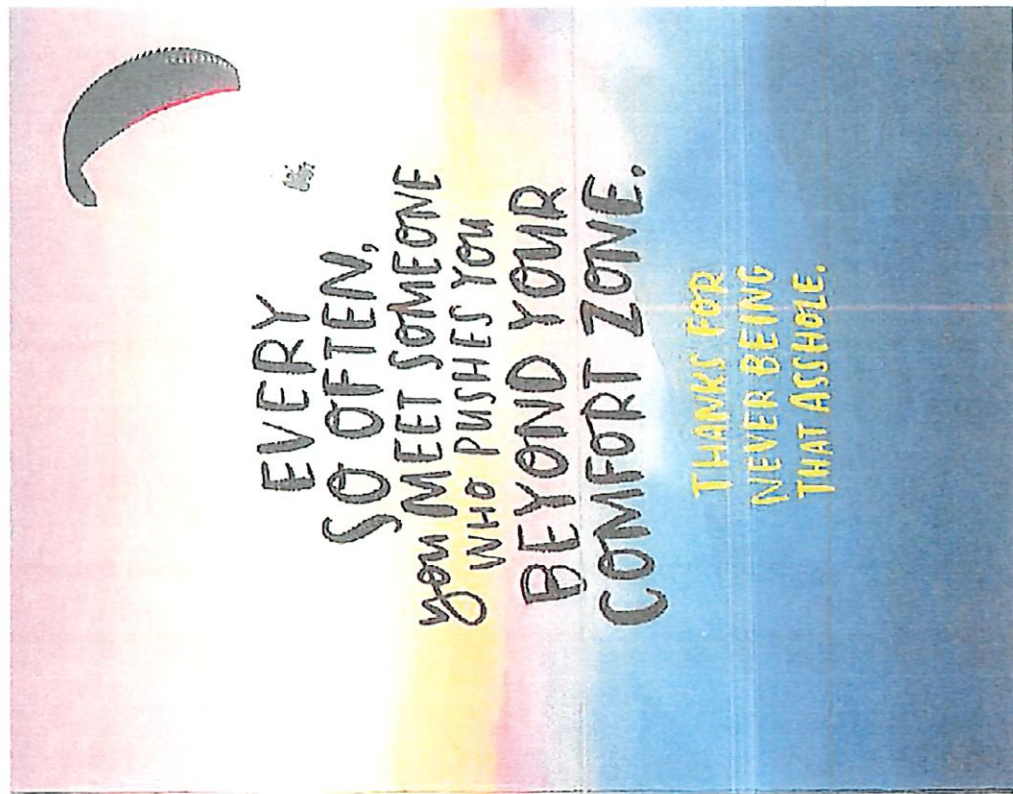
MSCM 000010

EXHIBIT 2

**REPLY TO RESPONDENT'S RETURN
TO MOTION TO SUPPRESS**

EMO &
FRIENDS™
emandfriends.com

IMPORTED BY: EMO & FRIENDS
© EMO & FRIENDS, LLC 2006/06



EVERY
SO OFTEN,
you MEET SOMEONE
WHO PUSHES YOU
BEYOND YOUR
COMFORT ZONE.

THANKS FOR
NEVER BEING
THAT ASSHOLE.

FEELS PRETTY "GANGSTER" PAYING
SUPPORT IN CASH!

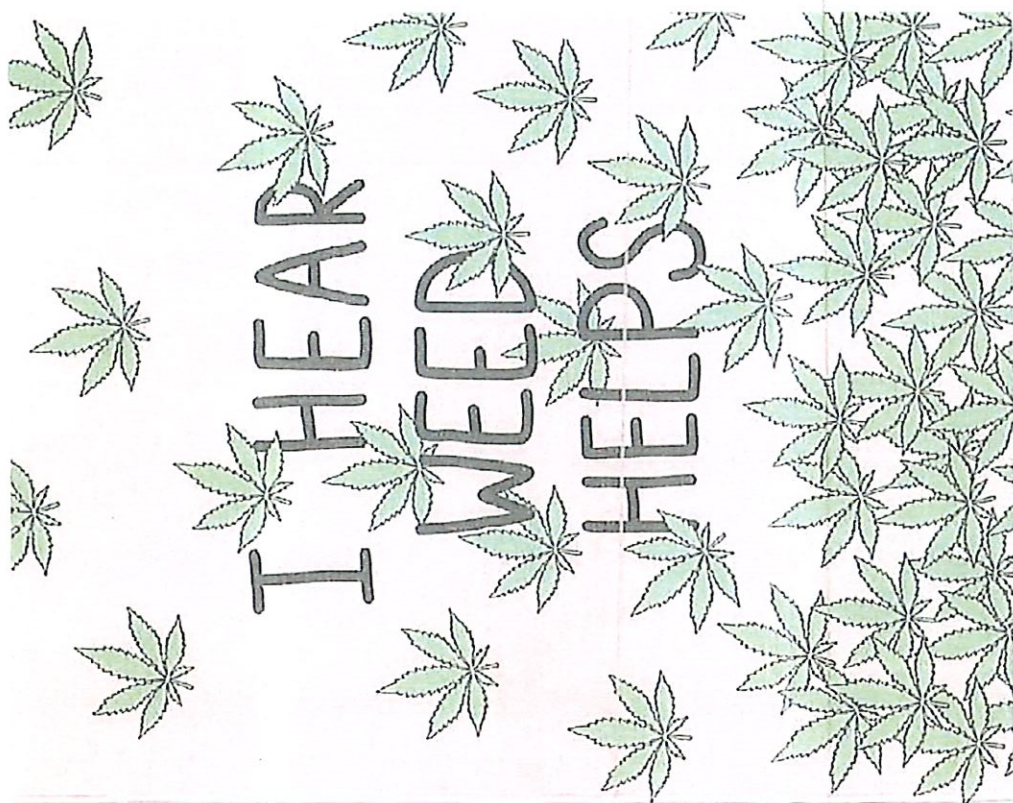
SHAPIRO PAID \$5K TOWARDS
OUTSTANDING BALANCE IN CASH.
IF ITS OKAY, I'M GIVING
YOU CASH? JUST GIVING
FULL TRANSPARENCY. WE
CAN DISCUSS IF NECESSARY.

DO I NEED TO SAY,

"PLEASE CONFIRM RECEIPT OF
THIS PAYMENT?"

↑ THAT WAS A TERRIBLE JOKE.

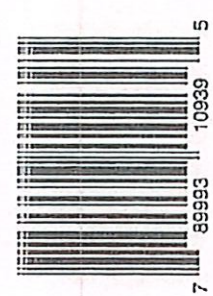
I'M VERY STONED...



Unblushing

Made in the USA ©Unblushing™
UNBLUSHING.COM
#JB172

 Please Recycle!



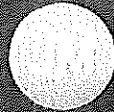
I KNOW THIS IS A TOUGH
TIME. I ALSO KNOW THAT I
CAN'T OR YOU DON'T WANT ME
TO SUPPORT YOU THE WAY I
HAVE FOR THE LAST FIFTEEN
YEARS RIGHT NOW. I STILL
CARE THOUGH. I CARE ABOUT
YOU IMMENSELY AND TRULY
WANT WHAT IS BEST FOR
YOU. YOU CAN DO THIS

AND YOU'LL GET THROUGH IT.
I'M HERE IF YOU NEED
ANYTHING. IN THE MEANTIME,
I HOPE THIS HELPS.

FROM THAT WEIRD, PERSISTENT
GUY WHO ADORES YOU:

JUSTIN

10:27



Justin >



I cried more than I want to admit about not being there this morning.

I'm sorry. Thank you for taking them.

Last time
he delivered
mmj



Wed, Aug 17, 10:09 AM

I got that stuff for you.
Can't bring it in the office
and don't want it in the
truck. Can you pick it up?

Will do

Are you picking the boys
up from school?

Yes. Today and tomorrow.

I can do Friday if needed
but assume that's you?



iMessage



Cash



KUSH QUEEN
NOURISHING BATH BOMB
FULL BODY TOPICAL RELIEF
LOVE
FOR PASSION
Organic lavender, ylang ylang, sweet orange, ylang ylang, geranium & rosewood essential oils blended to create consistent, long lasting effect.
MAX STRENGTH
200mg CBD
ZERO THC GUARANTEE
net wt. 2oz (56g)



KUSH QUEEN
NOURISHING BATH BOMB
FULL BODY TOPICAL RELIEF
RELIEVE
FOR PAIN
Organic black pepper, camphor, tea tree, eucalyptus, spearmint & rosewood essential oils blended to create consistent, long lasting effect.
ULTRA STRENGTH
1:1 25mg ABTHC 25mg CBD +
net wt. 2oz (56g)



KUSHQUEEN
NOURISHING BATH BOMB
FULL BODY TOPICAL RELIEF
RELIEVE
FOR PAIN
Organic black pepper, camphor, tea tree, eucalyptus, spearmint & rosewood essential oils blended to create consistent, long lasting effect.
ULTRA STRENGTH
1000mg CBD
BROAD SPECTRUM
net wt. 2oz (56g)



FORIA
INTIMACY
Aromatherapy Acetate Oil with CBD
30mL (1 fl oz)

FORIA
INTIMACY
Bath Salts with CBD & Cacao
240g (9 oz)

SKIN KUSHION
by MONAT
Body Oil
CBD - 100% ORGANIC
HEMP DERIVED
20 mL (0.94 fl oz)



Lindsay McGee <lmcgee9310@gmail.com>

FW: Your order has been delivered!

1 message

Lindsay McGee <lindsay@mcgee-lawfirm.com>
To: Lindsay McGee <lmcgee9310@gmail.com>

Thu, Sep 15, 2022 at 2:27 PM

From: Justin McGee <justin@mcgee-lawfirm.com>
Sent: Tuesday, August 31, 2021 3:17 PM
To: Lindsay McGee <lindsay@mcgee-lawfirm.com>
Subject: Fwd: Your order has been delivered!

There's a package delivered USPS that is really for you!

Justin McGee

McGee Law Firm

125A Wappoo Creek Dr. STE A

Charleston, South Carolina 29412

Begin forwarded message:

From: Great CBD Shop <support@greatcbdshop.com>
Date: August 31, 2021 at 2:43:33 PM EDT
To: Justin McGee <justin@mcgee-lawfirm.com>
Subject: Your order has been delivered!
Reply-To: support@greatcbdshop.com

Dear Justin McGee,

We wanted to let you know that your order (#40835) was delivered via USPS, according to the tracking information below:

Delivered To:
Justin McGee
664 MCCUTCHEN ST
CHARLESTON, SC 29412-4520 US

Tracking Link: 9470111108435477533089

This shipment included the following items:

Item #	Description	Qty
--------	-------------	-----

ROUTEINS	Route Shipping Protection	1
046139377071	Treetop Hemp Co Delta 8 Disposable Vape	1
745484843759	Treetop Hemp Co Delta 8 Disposable Vape	1
745484843810	Treetop Hemp Co Delta 8 Disposable Vape	2

Thank you for your business. If there's anything we can do to improve your experience, please let us know!

Great Products

www.greatcbdshop.com

support@greatcbdshop.com

Like us on Facebook!

Follow us on Twitter!

Follow us on Instagram!



Lindsay McGee <lmcgee9310@gmail.com>

FW: Your Great CBD Shop order has been received!

1 message

Lindsay McGee <lindsay@mcgee-lawfirm.com>
To: Lindsay McGee <lmcgee9310@gmail.com>

Thu, Sep 15, 2022 at 2:26 PM

From: Great CBD Shop <support@greatcbdshop.com>
Sent: Monday, October 4, 2021 8:24 PM
To: Lindsay McGee <lindsay@mcgee-lawfirm.com>
Subject: Your Great CBD Shop order has been received!

Thank you for your order

Hi Justin,

Just to let you know — we've received your order #44062, and it is now being processed:

[Order #44062] (October 4, 2021)

Product	Quantity	Price
Treetop Hemp Co Delta 8 Disposable Vape - Cherry Pie Δ8	1	\$34.99
Treetop Hemp Co Delta 8 Disposable Vape - Blue Dream Δ8	2	\$69.98

Product	Quantity	Price
Treetop Hemp Co Delta 8 Disposable Vape - Gelato Δ8	1	\$34.99
Treetop Hemp Co Delta 8 Disposable Vape - Purple Punch Δ8	1	\$34.99
Treetop Hemp Co Delta 8 Disposable Vape - Orange Cookies Δ8	1	\$34.99
Treetop Hemp Co Delta 8 Disposable Vape - Watermelon Zskittles Δ8	3	\$104.97
Treetop Hemp Co Delta 8 Disposable Vape - Banana Runtz Δ8	3	\$104.97
Treetop Hemp Co Delta 8 Disposable Vape - Skywalker OG Δ8+CBD	1	\$34.99
Treetop Hemp Co Delta 8 Disposable Vape - Gorilla Glue Δ8+CBD	2	\$69.98
Treetop Hemp Co Delta 8 Disposable Vape - Sunset Sherbet Δ8+CBD	1	\$34.99
Treetop Hemp Co Delta 8 Disposable Vape - Wedding Cake Δ8+CBD	1	\$34.99

Product	Quantity	Price
Treetop Hemp Co Delta 8 Disposable Vape - Headband Δ8+CBD	2	\$69.98
TreeTop Hemp Delta 10 Disposable - Triple OG	1	\$34.99
TreeTop Hemp Delta 10 Disposable - Super Sour Diesel	1	\$34.99
TreeTop Hemp Delta 10 Disposable - Sour Apple Monster	1	\$34.99
TreeTop Hemp Delta 10 Disposable - Blueberry Cookies	1	\$34.99
TreeTop Hemp Delta 10 Disposable - Skywalker OG	1	\$34.99

Subtotal: \$839.76

Shipping:

\$9.99 via USPS Priority Mail (SC) (average 4-5 business day delivery) NOTE: This option can arrive LATE due to PANDEMIC up to 21 business days.

Route Shipping Protection: \$12.60

Tax: \$58.80

Product	Quantity	Price
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Payment method:

Credit Card #2

Total:

\$921.15

Billing address

Justin McGee

664 McCutchen St

Charleston, SC 29412

8438471502

lindsay@mcgee-lawfirm.com

Thanks for using greatcbdshop.com!

Great CBD Shop —

ted Date	USD Equivalent	Item Title	Redirect URL
28-2022 09:38:10	249.00	MSHGRWKT:Mushroom Growing Kit- Complete Kit (Type: Complete Kit):	https://thethirdwave.co/checkout/order-received/68787/?key=wc_order_oYyO6pM128HN&wfc

EXHIBIT 3

**REPLY TO RESPONDENT'S RETURN
TO MOTION TO SUPPRESS**

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON) THE NINTH JUDICIAL CIRCUIT
3) CASE NO: 2022-DR-10-3072
4 Justin M. McGee,)
5 Plaintiff,)
6 vs.)
7)
8 Lindsay McGee,)
9 Defendant.)
10 _____)

11

12

13

14

15

16 The deposition of SEAN LEONARD, GASF, EnCE,
17 CCPA, CCO, taken before Lori Webber, Stenographic Court
18 Reporter and Notary Public, at Andrews Mediation & Law
19 Firm, 755 Johnnie Dodds Boulevard, Mount Pleasant, South
20 Carolina, on Wednesday, August 2, 2023, commencing at 3:02
21 p.m.

22

23

24

25

1 administrator of the site, would Mr. McGee have the
2 ability to restore any deleted e-mails?

3 A Yes.

4 Q Do you have any idea how Mr. McGee knew that
5 Lindsay McGee had deleted e-mails on May 10th, 2023?

6 A I don't -- I don't recall him telling me what
7 started the events, no.

8 Q Okay. What were you told about the potential
9 deleted e-mails when you got involved?

10 A An account was given to her, she was given
11 access, and then items were removed, like a mass amount.

12 Q Okay. Now, on Exhibit 2, page Bates Number 25,
13 it's the second page.

14 A Uh-huh (witness indicated an affirmative
15 response).

16 Q There's an e-mail from Ms. Ramsdale to you; do
17 you see that?

18 A Yes.

19 Q And it's giving you a list of search terms.

20 A Yes.

21 Q What did they tell you about Zelle
22 transactions?

23 A Zelle transactions I believe were -- I remember
24 being told that they might've been for marijuana, but they
25 were just transactions that we were supposed to be looking

1 for.

2 Q Did they tell you anything about how they
3 became aware of Zelle transactions?

4 A No.

5 Q Okay. And in that e-mail right above, the
6 handwriting on this e-mail, is that your handwriting?

7 A Yeah, it's my handwriting.

8 Q Yours looks about like mine. It says "We don't
9 need any analysis of the content or anything like that,
10 just that she deleted those items that are evidence in
11 this case." You see that?

12 A Yes, I do.

13 Q What conversations did she have -- what
14 instructions did you get about identifying e-mails and
15 what to do with 'em?

16 A So we were -- basically, we were just looking
17 for a way of showing that information was deleted.

18 Q Okay.

19 A And so we pulled that information and -- yeah,
20 that's it.

21 Q Did you save a forensic copy of the deleted
22 e-mails that would've included date and time, subject,
23 sender information, and any content?

24 A So we -- so in terms of what I collected in
25 data-wise was a Excel listing of all the e-mails that were

1 provided all of that and then -- all those things I
2 provided, then just reviewed 'em.

3 Q What else did they tell you?

4 A What do you mean?

5 Q Well what else did they tell you about your
6 deposition or what to do to prepare for it or...

7 A I mean, we just talked about the fact that we
8 have a deposition and to do the subpoena. Sorry; I'm
9 thinking here.

10 Q That's all right.

11 A This is right -- this is a while ago.

12 Q I know; I know. That's probably not fair, so
13 let me ask you something else.

14 A It's fine; it's fine.

15 Q There was an e-mail from Mr. McGee asking if
16 you found any Zelle or other e-mails related to
17 peer-to-peer payments.

18 A Uh-huh (witness indicated an affirmative
19 response).

20 Q Specifically with people named Holton, Keys,
21 Fowler, or Forino.

22 A Uh-huh (witness indicated an affirmative
23 response).

24 Q Tell me about the conversations y'all had about
25 the Zelle transactions.

1 A I didn't talk to Justin much about this. I
2 know we talked on the phone once about that. Again, I
3 think in terms of Zelle, the only thing I can remember --
4 because it was interesting -- is apparently marijuana was
5 bought with it.

6 Q How do you know marijuana was bought with it?

7 A Yeah; or potentially, or something related to
8 that.

9 Q Okay.

10 A And really, I was given those key words and I
11 just searched for those.

12 Q Okay. Who told you that marijuana was bought
13 with it?

14 A I think it was Justin, but I don't recall.

15 Q Okay. Did he say who sold it?

16 A I think it was one of the other people that was
17 -- one of the people that I was supposed to be searching
18 for.

19 Q Fowler?

20 A I'm sorry?

21 Q Dan Fowler?

22 A Is there a -- yeah, I think it was Dan.

23 Q Forino?

24 A I'm pretty sure it was Dan, but I'm trying to
25 see where I have the folder listing all the key words.

1 Where the hell is it?

2 Q Yeah, it's on Exhibit 2. Jay Forino or Dan
3 Fowler.

4 A Without even looking, I was gonna maybe say
5 it's the name Jay.

6 Q Okay.

7 A Dan or Jay.

8 Q All right.

9 A Yep.

10 Q Have y'all blown through the \$5,000 yet or...

11 A Yes.

12 Q How much more do they owe you?

13 A Invoice was paid yesterday. I think we have
14 another invoice I've made but I've not sent yet for like
15 3,000.

16 Q Ouch.

17 A Yeah.

18 Q So that's 8,000 all in?

19 A Around. Justin probably knows more than me.

20 Q I'm sure he does. I'm sure he does. How much
21 do you charge an hour?

22 A 310. 310.

23 Q Okay. Have you been asked to do any other work
24 going forward?

25 A So we might do some more work in the future. I

Leonard, Sean

From: Marie-Louise Ramsdale <ml@ramsdalelaw.com>
Sent: Thursday, June 8, 2023 11:56 AM
To: Leonard, Sean
Cc: Marie-Louise Ramsdale
Subject: Forvis-Justin

**** CAUTION: EXTERNAL E-MAIL **** Do not open attachments or click links from sources you do not know and trust.

Search for in deleted emails:

- Anything related to her withdrawal of cash value from NY Life Insurance policy post DOF
- Regarding or with paramours Jay Forino and/or Dan Fowler
- note that she deleted _____ emails, including work emails that are relevant to contribution during marriage
- Zelle transactions
- specifically \$500 payment via Zelle to Fowler on 5/16 for "Monthly friend fee" that was likely payment for illegal drugs
- emails between she and I *I searched "Ramsdale"*
- emails regarding our Shared Calendar for visitation and kid events
- emails with Southern First Bank regarding the refinancing of my house and purchase of hers in April - June 2022
"refin"

We don't need any analysis of the content or anything like that. Just that she deleted those items that are evidence in this case.

Also searched "Fedex"

Searched for above understood within ~~sets~~ delete excel, highlighted rows of potential importance

Marie-Louise Ramsdale

Ramsdale Law Firm

1476 Ben Sawyer Blvd., Suite 5

Mt. Pleasant, SC 29464

843.849.8744

**AFFIDAVIT OF
LINDSAY F. MCGEE**

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Family Court

Family Court Case No. 2022-DR-10-3072

Appellate Case No.

Justin McGee, Respondent.

v.

Lindsay F. McGee, Petitioner.

AFFIDAVIT OF LINDSAY F. MCGEE

PERSONALLY APPEARED before me Lindsay F. McGee who, first being duly sworn, states as follows:

1. My name is Lindsay F. McGee, and I am thirty-eight (38) years old. I am the Petitioner in this action and testify from my own personal knowledge.

A. Date of Separation and Reconciliation

2. Respondent and I separated on February 21, 2021, when I moved out of our marital home located at 7312 Eddy Farms Road in Meggett, South Carolina (hereinafter "Eddy Farm") to a leased property located at 664 McCutchen Street in Charleston (hereinafter "McCutchen Street"). I was the only signor of the lease that began February 3, 2021, and

my children and I were the only listed tenants.¹ It took me three weeks to prepare the home for my children which corresponds with the date of separation being the 21st of February.

3. In his affidavit filed in the Family Court on June 20, 2023, Respondent claims that we separated on May 29, 2022, but that he, “*lived at the McCutchen Street house from June 2021 until May 30, 2022.*”² Respondent later claimed that we reconciled our marriage in June 2021 but and does not expressly state when that reconciliation ended, and Respondent provides no evidence to support his claim.³
4. Respondent and I have not reconciled since I left Eddy Farm in February 2021. Respondent and I have not engaged in sexual intercourse or so much as kissed since December 2020. I have repeatedly and consistently stated that I would not reconcile and wanted a divorce. Respondent’s statement is wholly inconsistent with the stipulation he drafted, signed, and presented to me on June 6, 2022.⁴
5. The stipulation Respondent drafted read in part, “*the parties separated residences on or about February 21, 2021 and have not resumed the marital relationship or reconciled their marriage since that time, despite having spent the night under the same roof.*”⁵ The stipulation further provided that, “*the parties’ conduct in spending the night under the same roof during this period of separation was for the purpose of providing continuity for the parties’ minor children and not to effect any reconciliation.*”⁶
6. I did allow Respondent to stay at McCutchen Street on several occasions from late June 2021 until approximately May 21, 2022, when we left for a trip to visit my family who

¹ See 664 McCutchen Street Lease attached hereto as **Exhibit A**.

² See Respondent’s affidavit filed with the Charleston County Family Court on June 20, 2023, at page 15, para. 62 and attached hereto as **Exhibit B**.

³ See Respondent’s affidavit filed on September 29, 2023, at page 2, para. 16 and attached hereto as **Exhibit C**.

⁴ See Stipulation dated June 6, 2022, attached hereto as **Exhibit D**.

⁵ See **Exhibit D**, page 1, para. 5.

⁶ See **Exhibit D**, at page 1, para. 6.

rented a beach house in Carolla, North Carolina. I did not want Respondent to attend my family trip; however, he told the children he was attending. I felt extremely guilty excluding him knowing how much it would disappoint my children. The Respondent knew prior to our departure that when we returned to Charleston on May 29, 2022, he would not be allowed back inside of McCutchen Steet for any reason absent my express permission and with me present. I allowed Respondent to spend the night on two more occasions in July 2022 because he claimed to be too drunk to drive the forty-five minutes home to Eddy Farm.⁷

7. The Respondent and I never reconciled, and I believe Respondent is only claiming we reconciled so that he has some defense to placing hidden cameras inside my home. From June 2021 until May 2022, the Respondent and I still treated Eddy Farm as his home and McCutchen Street as my home. Respondent is fully aware that we never reconciled, and our text message communications support this assertion.
 - a. A text message dated August 19, 2021, wherein the Respondent stated, *"You don't ever have to reconcile with me. That's your choice. I'm not pressuring for that either way."*⁸
 - b. A text message dated August 31, 2021, wherein I stated, *"I have not been open to reconcile until trust can be restored. I'm [s]orry Justin but I am simply no longer willing to discuss any form of reconciliation of our marriage."* I go on to state, *"Our relationship needs to be about coparenting... I want nothing more than to continue what we've been doing – being friends and coparenting our children."* The Respondent

⁷ My mother died in an alcohol-related accident. It was easy for Respondent to persuade me to allow him to stay by his claiming that he was too intoxicated to drive home. *See also Exhibit A*, page 3, para. 16 wherein Respondent acknowledges my *"mother died in an alcohol-related car accident on May 21, 2006,"*

⁸ *See* August 19, 2021 text message attached as **Exhibit E**.

then stated, “*You seem very focused on the question of whether we reconcile. Are you perceiving pressure from me?*”⁹

c. In a text message dated September 25, 2021, Respondent asks, “*Can I shower?*” at the McCutchen Street residence.¹⁰ If Respondent and I were reconciled and he lived at McCutchen Street together, why would Respondent feel the need to ask if he could take a shower?

d. A text message dated March 11, 2022, wherein the Respondent stated as follows:

I’ve also been a shitty co-parent. I exude yuckiness with that obsessive need to try to influence you to do what I want you to do (reconcile, stay together, be in love with me, etc.).

...
You couldn’t and shouldn’t reconcile with me unless and until I am secure with myself.

...
So, I don’t see any reason for me to be talking about or even considering reconciliation (and I definitely shouldn’t be trying to persuade you to).¹¹

e. A text message dated June 8, 2022, wherein I stated, “*I’m not happy you are hurting but if this situation shows what I really want (the same thing I’ve verbally said for 1.5 years – a divorce) then I’m glad it’s happening.*”¹²

8. Respondent also did not act as though we were reconciled. In March 2021 Respondent subscribed to a dating service called Seeking for which he was charged \$99-\$109 per month.¹³ Respondent continued that subscription until at least April 2023.¹⁴ Respondent

⁹ See August 31, 2021 text message attached as **Exhibit F**.

¹⁰ See September 25, 2021 text message attached as **Exhibit G**.

¹¹ See March 11, 2022 text message attached as **Exhibit H**.

¹² See June 8, 2022 text message attached as **Exhibit I**.

¹³ See credit card transaction dated March 14, 2021 for Respondent’s Master Card ending #4185 attached hereto as **Exhibit J**. For privacy purposes, a Seeking.com subscription is billed as We8Tech*.

¹⁴ See credit card transaction dated April 27, 2023 for Respondent’s Master Card ending #4185 attached hereto as **Exhibit K**.

continued his obsession with the website Only Fans, sometimes spending thousands of dollars in a month.¹⁵

B. Respondent's claim I had knowledge of any of the hidden cameras is false.

9. Respondent claims that I was aware that he purchased and used hidden cameras ("nanny cams") since 2013 until the Summer of 2022 which is unequivocally false. I am deeply disturbed to know Respondent has been monitoring me without my knowledge since 2013. I was never aware of cameras being placed in our office, at Eddy Farm or in the camper.
10. I was unaware of the iPhone application used to view any hidden camera footage until I read about it in Respondent's September 29th affidavit. If I had any knowledge of the use of the hidden cameras, I would have certainly utilized the applications used to view the footage that was captured. I've never downloaded the IoT Living Application to either of my iCloud accounts.¹⁶
11. I did, however, start to suspect Respondent placed hidden cameras inside of McCutchen Street as early as 2021. In a text message dated August 19, 2021, I stated, "*I saw weird lights in my room and became convinced you had a hidden camera somewhere. I didn't bother to ask you because I don't think you will be honest.*" The Respondent stated, "*Lindsay, I'm not spying on you, lying to you, or trying to hurt you. I know that you can't believe me – I get that and I caused it. My betrayals were egregious.*"¹⁷
12. As evidence for his claim that I was aware of the hidden cameras, the Respondent provided an excerpt from text message communications dated September 8, 2022, wherein I stated,

¹⁵ See February and March 2022 credit card statements for Respondent's Master Card ending #4185 attached hereto as **Exhibit L**.

¹⁶ See screenshots of the IoT Living Application in the Apple App. store which have never been downloaded attached hereto as **Exhibit M**.

¹⁷ See August 19, 2021 text messages attached as **Exhibit N**.

“Just tested the spy/camera thing.” The device I referred to in my text message was a hidden camera detector that I purchased from Amazon.com on September 6, 2022.¹⁸

13. I purchased this device because I was convinced Respondent placed some type of hidden camera or listening device inside my home and vehicle. Following my interaction with S. Daniel Fowler (hereinafter “Dan”) on September 4, 2022, the Respondent confronted me with very detailed and graphic information about events that occurred inside my bedroom when only Dan and me were present. Respondent presented some of that information to the Court in his affidavit for the temporary hearing filed on June 20, 2023, wherein Respondent alleged that I engaged in unprotected sex with Dan.¹⁹

14. My interaction with Dan occurred September 4, 2023, but the Respondent is adamant that he did not view any camera footage from McCutchen Street after “the Summer of 2022.”²⁰ Respondent is intentionally vague on the date he claimed to have stopped accessing the camera footage. Notably, the Respondent failed to indicate the date that he removed any other cameras from McCutchen Street. Respondent’s claim that the McCutchen Street cameras were installed to protect the children is disingenuous at best.²¹ A petition to the Family Court would have been a much more affective safeguard to the children. Moreover, the investigator retained by Respondent was hired to investigate adultery, and only once was confirmed in September 2022, did Respondent start to express any concern for the safety of the children.²²

¹⁸ See Amazon invoice attached hereto as **Exhibit O**.

¹⁹ See **Exhibit B** at page 7, para. 24(q).

²⁰ See **Exhibit C** at page 2, para. 12.

²¹ See **Exhibit C** at page 13 para. 68.

²² See Deposition transcript of John Clayton page 68, lines 19-21 attached hereto as **Exhibit P**.

15. I had no knowledge of what the cameras looked like after Mr. Bumgardner informed me that “pin hole” cameras were functional inside my home. In fact, on July 25, 2023, I paid Lofton Investigative Solutions, Inc. three thousand dollars and NO/100 (\$3,000.00) to search my home and vehicle for cameras and any other listening device.²³ The only device found was a GPS tracker on my vehicle. If I was aware that the outlet extender was the only hidden camera installed by Respondent, I would have simply removed it from my home and saved myself three thousand dollars. I now know that these types of cameras are exceedingly difficult to find because they only transmit a detectable signal while they are uploading data from the internal SIM card.
16. Respondent claimed that he obtained all relevant evidence legally obtained from his own “personal knowledge from permissible or independent sources, and the use of a licensed private investigator he initially hired in June 2022.”²⁴ Respondent also claimed that he used “an affidavit for the Temporary Hearing in this case and an affidavit and private investigator report filed in a different Family Court case.”²⁵
17. Respondent, however, failed to mention that the reports submitted in both cases were submitted by the same investigator and were nearly identical. The reports contained the same parties and the same events from the September 1-4, 2022 weekend which ultimately provided the grounds for adultery set forth in Respondent’s complaint filed on October 20, 2023, despite the investigator not being retained in the other family court matter, Keys v. Keys, until after my adultery was discovered on September 4, 2022.²⁶

²³ See invoice from Lofton Investigative Solutions, Inc. dated July 25, 2023, and attached hereto as **Exhibit Q**.

²⁴ See **Exhibit C** at page 25, para. 92.

²⁵ See **Exhibit C** at page 25, para. 93.

²⁶ See Deposition transcript of John Clayton page 74, lines 6-16 attached hereto as **Exhibit R**.

18. Respondent leases office space to an attorney, David Connor Keys (hereinafter “Connor”), and I am close friends with Connor’s wife, Karen Keys (hereinafter “Karen”).
19. I spoke with Karen at length inside my home the week of August 29 – September 2, 2023 about going out on Friday, September 2, 2021, to a specific establishment called O’Brions to celebrate my birthday and to introduce myself to a bartender (my paramour, Dan) who I found very attractive.²⁷ I was concerned that Respondent was somehow able to read my text messages, so I deliberately spoke to Karen about Dan instead of sending her a text.²⁸
20. I discussed my desire to meet Dan and go to his workplace with Karen on several different occasions while I was inside my home and vehicle. I believe Respondent had advanced notice of my plans which allowed him to coordinate in person surveillance with the investigator who works a normal M-F, 9:00-5:00 job unrelated to his work as a private investigator.
21. I went out with friends on numerous occasions between June 2022 and September 2022; however, the investigator’s indicated that September 1-4, 2022 was the first in person surveillance – all of the previous surveillance had been conducted using GPS trackers.²⁹ Respondent was also able to coordinate the placement of an outdoor camera at McCutchen Street late in the evening of September 3, 2022.³⁰ Respondent of course knew he could not use footage from the hidden cameras he placed inside my home, and therefore, he needed independent corroboration of the events that he knew in advance were likely to occur.

²⁷ See Text message with Karen Keys dated August 29, 2022, attached hereto as **Exhibit S**.

²⁸ See Text message with Karen Keys dated August 31, 2022, attached hereto as **Exhibit T**.

²⁹ See Deposition transcript of John Clayton pages 93, lines 9-18 attached hereto as **Exhibit U**.

³⁰ See Deposition transcript of John Clayton pages 79, lines 9-18 attached hereto as **Exhibit V**.

C. Unauthorized Electronic Intrusions and Invasion of Privacy

22. Respondent is very adamant he has not engaged in specific electronic monitoring of my bank accounts, iCloud or Apple accounts, email accounts and phones.
23. Respondent gifted me an iPhone 12 pro max in September 2021, and he asked me to give him my iPhone 8 to replace an older iPhone that was used as a backup for our law firm phones. That back up phone used the number 843-300-2853. In my contacts I named the phone “MLF Unavailable – CHM phone” because we also used this phone for our oldest son prior to him having an iPad. As of the Summer of 2022, all three of my children have their own iPads. When Respondent’s older iPhone with the same number was connected to my car’s Bluetooth it showed up as “Megatron.”³¹ I never saw the iPhone 8 again once I gave it to Respondent in September 2021.
24. The Respondent and I have had separate phone accounts for many years because Respondent blocked certain people from calling my number when we shared an account with Verizon. I was made aware of this only when Justin’s father, Michael McGee (hereinafter “Mike”), contacted my last known employer, Rosen Law Firm, fearing I was missing or deceased. Apparently, Mike tried to contact me on my cell phone and at McGee Law Firm numerous times, but those messages were never received. At the time, Justin was estranged from his father despite me having a relationship with both Mike and Judy, Justin’s stepmother.
25. I traveled to Greenville, South Carolina in February 2017 for my sister’s baby shower and stayed with Jusitn’s father and discussed the difficulties in our marriage at length with Judy. In 2018, I spoke with Mike about helping me leave Justin after I was contacted by a woman

³¹ See screenshot of the settings menu on H.M.’s iPad attached hereto as **Exhibit W**

on Facebook telling me Respondent was speaking negatively about me. I had telephone conversations regarding my desire to leave Respondent with both Judy and Mike inside of the Eddy Farm residence. Now that I am aware Respondent used hidden cameras (many with audio capabilities) since 2013, I think it is entirely possible that Respondent heard these conversations and determined Mike and Judy were a threat to our relationship.

26. When I confronted Respondent, he admitted to blocking Mike and Judy on the Verizon account so that their calls would not ring through. I immediately got a separate account with AT&T and transferred my number. I managed that AT&T account using my Lindsay@mcgee-lawfirm.com email account and exclusively accessed that account using my McGee Law Firm desktop computer. I exclusively used a McGee Law Firm desktop computer until November 2023 when I purchased a separate HP laptop computer.

27. While Respondent acknowledges that he routinely monitored the internet-based Microsoft 365 account associated with my Lindsay@mcgee-lawfirm.com email, he claims that I was an administrator and that he provided me with *his* login information.³² To support this assertion Respondent provided a screenshot of an undated text message³³ despite having purchased the iMazing software application “to create a backup of my iPhone 10 and iPhone 14ProMax.”³⁴ which would have included all text messages. Respondent did not provide the date of this text message because it was sent in either 2020 or early 2021 when H.M. participated in OT therapy.

28. Other than a text message from many years ago, Respondent produced no evidence to support the contention that I was an administrator despite having a forensic expert with full

³² See Exhibit C at page 18, para. 86.

³³ See Exhibit Z to Respondent’s Return filed September 29, 2023 and attached as Exhibit X.

³⁴ See Exhibit C at page 6, para. 39.

access to the McGee Law Firm Microsoft 365 accounts. If I had administrative capabilities, it was unknown to me, and even today, I have no idea how to access the firm's administrative account.

29. If I had known or had the ability to access administrative capabilities, I would not have requested Respondent stop other @mcgee-lawfirm.com emails from forwarding to my account.³⁵ If I was an administrator, there would have been no need for Respondent to reset my passwords or reestablish access.³⁶
30. Respondent claimed that I alleged his step-father, Dan Walden, allowed his iPhone and iPad to connect to my wi-fi in June 2023; however, I have never made that accusation.³⁷ My paramour's name is Stephen Daniel Fowler. He never uses the name Stephen, and goes by the name Daniel or Dan.
31. Respondent claimed he has never "impermissibly accessed, intercepted, heard, listened to, or otherwise reviewed or received the content of any phone conversation between Lindsay and a third party."³⁸ Respondent did, however, admit to hiding his iPhone in my vehicle without my knowledge that I know can be used as a listening device. In a text message dated May 17, 2021, Respondent stated:

"I began using my old phone to track the infinity at times back in March... it was about divorce and evidence gathering... I was also dishonest about it at times when you asked. I did mislead you about how I knew things. I also knew your location when you went to dinner with Bri."

...

"I was desensitized to tracking because we do it professionally. I need to reiterate that my tracking the car was not fueled by distrust"

³⁵ See Text messages with Respondent dated August 3, 2021, attached hereto as **Exhibit Y**.

³⁶ See Text messages with Respondent dated May 10, 2023, attached hereto as **Exhibit Z**.

³⁷ See **Exhibit C** at page 16, para. 55(b).

³⁸ See **Exhibit C** at page 2, para. 14.

of your fidelity to our marriage ... that was never my primary motivation. Lastly, I am committed to stopping this."³⁹

32. Respondent claims that he never connected any of his devices to my Apple account; however, he stops short of asserting that he never connected any of my devices to his Apple account. During the fall of 2021, I started to get tracking notifications on my iPhone 12 pro max and iPhone 13 showing where I had traveled that day. While looking at the settings menu on H.M.'s iPad, I discovered that Respondent connected my air pods to his account which allowed him to track their location using the "find my" feature.⁴⁰ I believe Respondent connected my air pods when he asked to borrow them for a Court TV appearance.⁴¹

33. Respondent claims he could not have been reading my text messages because if he had, he would not have been trying to settle our case in April 2023.⁴² Respondent then cites a text message I sent, according to him, "on May 6, 2022" as evidence that he would not have attempted to settle in April 2023 if he was aware of the text messages sent in May 2022.⁴³ The text message Respondent cites was sent on May 6, 2023⁴⁴ so it would have been completely plausible for him to attempt to settle in April 2023 prior to intercepting a text message sent on May 6, 2023.

³⁹ See May 17, 2021 text message attached hereto as **Exhibit AA**

⁴⁰ See **Exhibit W**.

⁴¹ See September 30, 2021 text message attached hereto as **Exhibit BB**

⁴² See **Exhibit C** at page 40, para. 6 citing Respondent's June 20, 2023 affidavit attached as **Exhibit B**.

⁴³ See **Exhibit C** at page 6, para. 40.

⁴⁴ See May 6, 2023 text message attached hereto as **Exhibit CC**. See also Exhibit L to Respondent's Return filed September 29, 2023.

D. Spoliation of Evidence

34. Respondent claims that I “deleted 39,000 emails (her entire inbox) ranging from 2012 to 2023” immediately after logging in on May 10, 2023.⁴⁵ I emphatically deny deleting all emails from 2012 to 2023. I meticulously organized and categorized my emails. I do not leave emails in my inbox that have been reviewed or answered. I move them over to file folders labeled for each client, law firm administrative issues (employees, taxes, PPP loan, potential clients, supplies, etc.), and personal matters (receipts, school, and family).
35. When I logged in to my account on May 10, 2023, it had been many months since I had accessed the account, and I had more than a thousand emails in my inbox. I sent Respondent a text message stating the actual number of emails that were in my inbox, 1813.⁴⁶ This text message was sent after I spoke with Respondent by phone and informed him that I had significant issues sending an email with so many emails in my inbox and spam folder. I did a cursory review of the emails in the inbox and they appeared to be junk and spam mail. I deleted all of the emails in my inbox. I deleted all of the emails in my spam folder. I informed Respondent I was going to do this prior to deleting anything which is how Respondent knew to immediately create a litigation file to store my deleted emails. I fully acknowledge deleting approximately 3,500 emails that I did not believe were important, relevant to this litigation, client related or that pertained to the management of our law firm.
36. By May of 2023, I had transferred my personal accounts to my [lmcgee9310](#) account so I should not have received important emails to that email address. I understood that Respondent transferred any administrative accounts that I previously handled to another

⁴⁵ See Exhibit C at page 19, para. 89.

⁴⁶ See Exhibit X.

email address when he moved the office in August 2021 and informed the relevant parties of the law firm's address change.

37. Respondent claims he never knew my passwords so he could not login to my accounts. I am ignorant when it comes to electronics and cybersecurity. I have historically used the same password for the majority of my accounts. If Respondent knew one of my passwords, he would pretty much know all of my passwords.
38. From 2011 until November 2023, Justin had unfettered access to my only computer. All employees, me included, were required to provide Respondent with their computer password so it could be accessed in the event something was needed and they were not in the office. None of our employees routinely or consistently uploaded relevant administrative and case related documents to SharePoint. For this reason, it did not seem odd that Respondent would need everyone's computer password, mine included. I was not in the office nearly as much as Respondent. I was the parent to stay home if a child was sick, had an appointment or needed to be picked up early. Respondent could have easily accessed my computer when I was out of the office, and in doing so, he would have full access to all saved passwords. I even drafted a password cheat sheet that I kept in my desk.
39. Respondent is adamant that he never accessed my apple account or iCloud. I first thought Respondent accessed my apple account when I could not find a very specific video that Respondent created. I am certain I saved the video, and that it was uploaded to my iCloud. The video was of Respondent smoking from a bong and then saying, "I will never use marijuana against you." Based on what I know of Respondent,⁴⁷ I suspected he had access

⁴⁷ Upon information and belief, Respondent installed key-logger software on his previous girlfriend's computer. She cheated on him. Respondent logged into her email account and sent an email to her contacts, including the person with whom she cheated, stated she had contracted a sexually transmitted disease.

to my accounts and that he deleted the video once we separated. I used my law firm desktop to change my iCloud password in the Spring of 2021 once I discovered the video was missing.

40. Respondent represented several clients who were accused of doing similar things to their spouse, primarily to see what they were doing and to track their location using the “find my iPhone” feature. Respondent was well aware of limitations my counsel would face when they attempted to subpoena specific detailed iCloud information. On September 25, 2022, at 12:00 a.m., Respondent sent me a text message that read, “*Just so you know, Snapchat preserves your data more than Apple does.*”⁴⁸

E. Respondent’s propensity for dishonesty

41. By the Respondent’s own admissions, he has a very long history of deceit and has gone to great lengths to distort reality for anyone who may question his narrative. Respondent sent me the following messages:

- a. A text message dated April 10, 2021, wherein the Respondent described a situation where he, “*completely made that up ... I fabricated it, completely... I realize how manipulative and dishonest that was.*”⁴⁹
- b. A text message dated August 19, 2021, wherein the Respondent stated, “*At times in the past, I’ve minimized your fears or painted you as crazy for insecurities.*” He goes on to state, “*I created the distrust and then fueled it with further betrayals, further refusals to disengage from situations causing fear, further reasons to feel fear. I acted cavalier and like you were crazy when you confronted me.*” The same

⁴⁸ See September 25, 2022 text message attached as **Exhibit DD**.

⁴⁹ See April 10, 2021 text message attached as **Exhibit EE**.

day Respondent stated, *“Thank you for everything you do. You’re incredible. You’re the glue that holds this family together.”*⁵⁰

42. Respondent claimed he *“had significant concerns regarding Lindsay’s mental health and substance abuse for years, but that escalated in November 2020.”*⁵¹ Respondent’s claim is wholly inconsistent with reality, his own purchases, and our text message communications. Respondent sent me the following text messages:

- a. The text message dated May 8, 2021, wherein the Respondent stated, *“You are an amazing mom and the kids and I are so blessed to have you. You give us so much.”*⁵²
- b. The text message dated May 30, 2021, wherein the Respondent stated, *“I am amazed by your strength and compassion.”*⁵³

43. Respondent also claimed my *“organizational failures related to the children are too numerous to detail here – it’s a constant issue;”*⁵⁴ however, Respondent sent me a text message dated August 19, 2021, wherein he stated, *“Thank you for everything you do. You’re incredible. You’re the glue that holds this family together.”*⁵⁵

44. I am over the age of twenty-one (21) years and competent to testify to the matters stated herein. I have read the foregoing paragraphs, all matters stated there are correct and true and are based upon my own personal knowledge and belief, except those alleged on information and belief and as to those, I believe them to be true and accurate.

//

⁵⁰ See August 19, 2021 text message attached as Exhibit FF.

⁵¹ See Exhibit C at page 5, para. 23.

⁵² See May 8, 2021 text message attached as Exhibit GG.

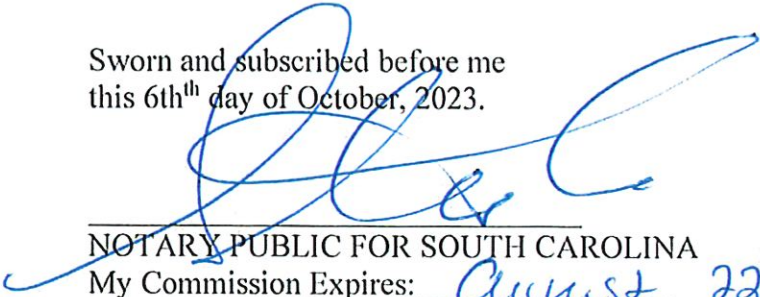
⁵³ See May 30, 2021 text message attached as Exhibit HH.

⁵⁴ See Exhibit B at page 3, para. 21.

⁵⁵ See August 19, 2021 text message attached as Exhibit II.


LINDSAY MCGEE

Sworn and subscribed before me
this 6thth day of October, 2023.


NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: August 22, 2033

Sharon Beckmann



EXHIBIT A
(664 McCutchen Street Lease)

**RESIDENTIAL RENTAL AGREEMENT**

This form is not intended for use if "Option to Purchase" is in place.

State of South Carolina

County of Charleston

This rental agreement made at Charleston, South Carolina, this 3rd day of February, 2021,
 between Lindsay F. McGee Tenant(s) (hereinafter called
 "TENANT"), and Douglas Heaton Owner (hereinafter
 called "LANDLORD"), shall provide as follows:

THE ☐ LANDLORD ☐ TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

- LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
- LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of Charleston, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:
664 McCutchen Street, Charleston SC 29412
- TERMS:** This Rental Agreement shall commence on the 5th day of February, 2021, and end on the 28th day of February, 2022. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
- LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978).
- RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.
- RENT:** Tenant agrees to pay Landlord a rent of \$ 2,250.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of \$ 27,000.00. The rent is payable to: Douglas Heaton or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a late fee of \$ 25.00 per day if rent is paid after the 5 day of the month, and an additional fee of \$ 150.00 after the 10 day of the month.

Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$ 75.00 per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

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7. **OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are: Lindsay, Amelia, Hudson and Charles McGee

In no event shall more than 4 persons be allowed to occupy said premises.

8. **RETURNED CHECKS:** Tenant agrees to pay \$ 35.00 for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the sixth day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cash, cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.
9. **RENEWAL TERMS:** With thirty (30) days written notice, as defined in Paragraph 18, either party may terminate this agreement at the end of the initial term, but if no notice is given, then the agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.
10. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than 5 days.

11. **UTILITIES AND SERVICES:** Tenant agrees to pay for utilities and services except: none which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.

12. **TENANT OBLIGATIONS:** Tenant agrees to keep the dwelling unit and all parts of the premises that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants, keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises;

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is ground for termination of tenancy and eviction from the premises.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixture or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such authorized modifications. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/Deadbolts shall not be changed without the expressed permission of the Landlord.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing

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smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

13. **MAINTENANCE OF PREMISES, PEST CONTROL:** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in South Carolina Residential Landlord and Tenant Act. The Landlord further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Landlord is not responsible for changing batteries in smoke detectors.

Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation with said three (3) days shall constitute Tenant's agreement that premises has no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of ☒ Tenant ☐ Landlord.

14. **ESSENTIAL SERVICES AND APPLIANCES:** The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord: ☒ stove, ☒ refrigerator, ☒ dishwasher, ☒ disposal, ☐ washer, ☐ dryer, ☒ microwave, ☐ trash compactor, ☐ other: _____.

15. **INSURANCE:** Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part of the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

16. **RIGHT TO ACCESS:** The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

(a) At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency, and

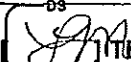
(b) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the landlord announces intent to enter to perform services; and

(c) Between the hours of 8:00 am and 8:00 p.m. for the purpose of providing services requested by the Tenant and that prior to entering the Landlord announces intent to enter to perform services

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except for section 16(a), 16(b), and 16(c), the Landlord shall give the Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times.

The Landlord has no other right of access except: pursuant to court order, as permitted by the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

17. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the N/A area, and shall receive permanent change of station orders out of the N/A area, Tenant may, upon presentation of a copy of said orders of transfer

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to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

18. **DEFINITION OF "THIRTY (30) DAY NOTICE":** Any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.

19. **DESTRUCTION OR DAMAGE TO PREMISES:** If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:
- (a) immediately vacate the premises and notify the Landlord in writing within seven days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or
 - (b) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.

Unless the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the rental agreement is terminated, the landlord shall return security deposit to the tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the tenant's security deposit if the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, with proper accounting as required by law.

20. **CONDEMNATION:** Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

21. **ABSENCE, NON-USE AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of \$500 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

22. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of \$ 2,250.00 to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement.

Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice of the Tenant together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

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If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return the following: ☐ pool tags, ☐ keys for mail box, ☒ keys to unit (including deadbolt, storage area), ☐ other _____, the Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and, (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from the Landlord.

23. **NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:** If there is a noncompliance by the Tenant with the rental agreement other than nonpayment of rent or a noncompliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days.

The rental agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within five days from the date due, the Landlord may terminate the rental agreement provided the Landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 6.

The Landlord may recover actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for any noncompliance by the Tenant with the rental agreement or Paragraph 12 above. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Tenant with Paragraph 12 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act.

If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees. **Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.**

24. **REMEDY AFTER TERMINATION:** If the rental agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney's fees, collection costs, and court costs.
25. **NOTICE:** A Landlord receives notice when it is delivered at the place of business of the Landlord through which the rental agreement was made or at any place held out by Landlord as the place of receipt of the communication.
26. **PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.
27. **INVENTORY:** Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Agreement.

[] TENANT [_____] TENANT AND [_____] LANDLORD HAVE READ THIS PAGE.

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28. **PETS:** Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: (1) a non-refundable deposit of \$ N/A and (2) rent for the pet(s) in the total amount of \$ N/A, for the term of this agreement. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.
29. **WAIVER:** A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.
30. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.
31. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.
32. **SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.
33. **RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.
34. **TRUST ACCOUNT INTEREST:** ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.
35. **BROKER LIABILITY LIMITATION:** Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

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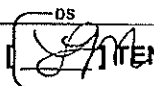
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36. **RULES AND REGULATIONS:** The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises.
37. **JOINT RESPONSIBILITY:** If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.
38. **LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:
Mail: 852 St Andrews Blvd, Charleston, SC 29407

Phone: (Home) (843)814-0067

(Work) _____

39. **CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.
40. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.
41. **SEX OFFENDER/CRIMINAL INFORMATION:** Parties agree that Brokers/Property Managers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers/Property Managers for failure to obtain or disclose sex offender or criminal information. Tenant and Landlord agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Tenant may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.
42. **ENTIRE AGREEMENT.** This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.
43. **NON-RELIANCE CLAUSE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.
44. **ADDITIONAL TERMS: NO SMOKING IN THE HOUSE. NO PETS WITHOUT WRITTEN OWNER APPROVAL**



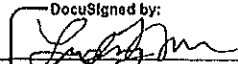
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WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.**

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

DocuSigned by:


Tenant, Lindsay F. McGee

Witness to Tenant

Tenant's Email Address: lindsay@mcgee-lawfirm.com

Phone: (843)478-3367

Fax: _____

Tenant

Witness to Tenant

Tenant's Email Address: _____

Phone: _____

Fax: _____

Landlord

Witness to Landlord

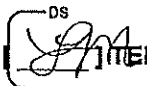
LANDLORD'S AGENT AND COMPANY _____

TENANT'S AGENT AND COMPANY _____

TENANT'S AGENT IS PRESENTING THIS AGREEMENT AS A ☐ TENANT'S AGENT OR ☐ SUBAGENT OF THE LANDLORD.

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EXHIBIT B

(Affidavit of Respondent filed in the Charleston County Family Court on June 20, 2023)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

JUSTIN MCGEE,

Plaintiff,

v.

LINDSAY FOREBACK MCGEE,

Defendant.

IN THE FAMILY COURT FOR THE
NINTH JUDICIAL CIRCUIT
CASE NO.: 2022-DR-10-3072

**AFFIDAVIT OF PLAINTIFF FILED IN
SUPPORT OF MOTION FOR
TEMPORARY RELIEF**

PERSONALLY appeared before me, Justin McGee, who, being first duly sworn, deposes and states as follows:

1. I am the Plaintiff in this action, over 18, and reside in Charleston County, South Carolina.

Background

2. Lindsay and I met in law school. We graduated law school in December 2009 and started a law firm in 2011. We were married on March 10, 2012. We have three children together: an eight-year-old son, CHM; a six-year-old son, HMM; and a three-year-old daughter, AJM.¹
3. Lindsay and I separated on May 29, 2022, though we spent two nights together after that (on July 6th and 29th, 2022).

Fatherhood

4. From the time our children were born, I have been involved in every aspect of parenting and their day-to-day life. My entire life is dedicated to being a parent and serving my family. I work, I do projects around the house, and I am a father. From January 2020 up until May 12, 2023, my children have not spent more than a week apart from me. Until Christmas II visitation last year, the children had not gone more than two days without seeing me in three years (almost all of AJM's life).
5. Historically, I handled the vast majority of the nighttime feedings for all three kids when they were infants and young toddlers. I picked up and dropped off our kids to school and daycare

¹ See photographs of our children attached hereto as Exhibit A.

significantly more than half the time. I found and selected the children's daycare providers. I potty trained all three kids. I was primarily responsible for kids' baths. I've found, vetted, and hired more than 20 babysitters (Lindsay hired about three). I found and hired CHM's nanny. I've participated in every parent-teacher conference. When additional involvement was necessary with a school, I handled that too, often by myself. I was always the primary parent and Lindsay acknowledged that to me when things were good between us.

6. My entire house, where the children were raised, is set up for the kids.²

7. Since January 1, 2021, I've been even more involved with the kids (I've had to be as Lindsay was even less involved and distracted). I handled CHM's 2nd grade orientation alone. I registered the boys for school and AJM to attend O'Quinn School. I filled out the extended day paperwork and handled Kaleidoscope. I potty trained AJM. I attended and scheduled the kids' medical and dental appointments (other than urgent care visits during Lindsay's time). I attended more than half of the boys' therapy appointments. I did all this while working full-time and managing a law firm. Lindsay failed to do these things while being unemployed.

8. In 2022, I had the kids with me for Spring Break, Mother's Day, Memorial Day, Fourth of July, Labor Day, Halloween, Thanksgiving, and Christmas (every major holiday). In 2023, I've had the kids with me for MLK Day, Easter, and all of Spring Break. Taking care of three children by myself with this age gap is hard, but I do it, I've done it, and I've done it well.

9. I planned and took the kids on the following vacations or excursions: Charleston harbor sailing cruise, N.C. Zoo, Bee City Zoo, Sepentarium, a kids Pirate Cruise, the Aquarium, Jellystone Campground in Asheboro, N.C., camper trip to Myrtle Beach, Kiawah for Father's Day and Mother's Day, Great Wolf Lodge, the Children's Museum, Charleston RiverDogs, and many more.

² There is a full Lego room. We've built Lego cities that span more than 70 square feet. There are swings and a fort. There is a trampoline, and fishing ponds, and a dock. I built the kids a two-story fort. The kids have an entire floor just for them. I designed the boys' bedroom to have a cool loft in the peak of the house. We have tabletop games like bowling, checkers, chess, and ring toss. AJM has her own room with bunk beds and a giant doll house. There are electric four wheelers and ride-on toys for them. We have over twenty-five NERF guns and we engage in large scale simulated battles. I've been working, almost daily, with CHM throwing a football. HMM and I practice throwing, catching, and batting regularly. We play "the guessing game" in the car when we commute. We have a basketball hoop, many soccer balls, football, baseball gloves, etc. We have squirt guns and water balloon fights. We do "pizza popcorn movie night" on Fridays. We have a puppy, Oliver.

10. Even when it's been Lindsay's time or her weekend over the past few years, I have taken the boys to a movie, the kids to the beach, the kids to Splashzone or the arcade, CHM to watch the Jaguars game, etc. I have constantly assisted with the kids during her time at her request and with her consent. I've been involved with the kids during almost all of her weekends this whole time.

11. I have handled virtually every aspect of our children's extracurricular activities for their entire lives, from registration to taking them, to being involved. Until May 17, 2023, Lindsay had not taken any of our children to an extracurricular event or activity by herself.

12. I registered CHM for Cub Scouts and attended every event with him, including three weekend camping trips and the Pinewood Derby (he and I built his Pinewood Derby car). I purchased his uniforms and gear for camping. I did all of the tasks with him to ensure he progressed from Wolf to Bear.³ I registered HMM for Cub Scouts this year as well and he's excited about it. I registered HMM for baseball and was a coach on his team. I took him to every practice and game during my time and her time. I registered CHM for SAIL Camp this Summer (a camp for gifted and talented students) and AJM for preschool and Summer Camp at O'Quinn.

13. This Court will not receive a credible affidavit from anyone with actual knowledge that states I am anything less than an excellent father to my children.

Mental Health

14. I attend regular therapy with the same provider.⁴ I've read more than thirty 30 self-help books over the past two years. I've also supplemented therapy by seeing a spiritual advisor. I address issues I have directly and I am always striving for self-improvement.

15. Lindsay has struggled with mental health issues for years and isn't motivated to change.

16. Lindsay reports having a difficult childhood marred by significant physical abuse of her, her older sister, and her mother by her father. Both her father and mother were alcoholics. Her mother died in an alcohol-related car accident on May 21, 2006. Her father's alcoholism worsened

³ I sent Lindsay the information and workbook requesting her assistance with completing the tasks CHM missed when he missed Den Meetings during her time and she never did anything to help or even talk to CHM about the missed tasks.

⁴ See Affidavits of Rodney Andrews filed contemporaneously herewith.

after her mother's death, Lindsay and he were estranged, and he died of alcohol-related disease on May 30, 2021. Lindsay's older sister is an alcoholic and heroin addict who has been in and out of jail and rehabilitation facilities. I believe she is homeless and her in-laws have custody of her six-year-old daughter (Lindsay's niece).

17. Lindsay's most significant family member while I've known her was her maternal grandmother ("Nan"). Nan was diagnosed with cancer in October 2014 (right after CHM's birth). Nan came to live with us and died in our home on June 6, 2015.

18. Lindsay had significant postpartum depression that got significantly worse after Nan's death and Lindsay hasn't ever really recovered.

19. Lindsay reported to me, on December 29, 2020, that she'd been having flashbacks, dreams, and intrusive thoughts about being sexually abused by her father at the age of 14. This explained a lot to me – she'd been saying she was suicidal in November 2020. I assumed it was situational (it was COVID, we were remodeling the house, and living in a camper while that was happening, and I was working a lot in an attempt to cover the remodel costs). After these sexual abuse disclosures, her entire demeanor changed. She started acting like a teenager and that immature behavior has continued and even worsened.

20. Lindsay then quit going to see her longtime therapist, Julie, and ceased all therapeutic treatment. From February 2021 to September 2022, Lindsay did no therapy other than sporadic and inconsistent attendance at marital counseling. In September 2022, she signed up for online therapy from an Instagram ad, but that ended in a month. She also attended two therapy sessions with my doctor and therapist, Rodney Andrews, and then quit.

21. For years she and her doctors tried various different anti-depressants, with varied results. She stabilized somewhat when she started taking Viibryd (I believe around 2017) and she used this medication until she stopped in March 2022. Lindsay was taking no medication from March 2022 until at least October 2022, when she started taking Prozac from October 2022 to May 2023, and then she switched to Wellbutrin.

22. Lindsay has a very limited ability to emotionally regulate. Her moods and emotions swing violently. She quite simply loses control. I've witnessed her screaming, wailing, lying on the ground, kicking her feet, out-of-control on many occasions.

23. Lindsay has difficulty perceiving reality – her perception is that everyone and everything is out to get her, she creates a narrative consistent with her perception, and is unable to see the truth. I've had significant concerns that Lindsay suffers from an undiagnosed mental illness for years and believe a psychiatric evaluation is important.

24. These issues present themselves as problems to Lindsay's parenting and I have significant concerns regarding Lindsay's stability and decision-making. She has made, and continues to make, very poor decisions and demonstrates a frightening degree of instability. My concerns are based upon the following, all of which occurred in the last two years:

a. She's been unemployed since July 2022 and spends the day napping, going to lunches, smoking marijuana, day drinking, shopping, and generally being unproductive.⁵ She will say she's diligently sought employment, but her LinkedIn profile is full of marijuana and toxic work environment references, to the extent she isn't appealing to potential employers.⁶

b. On December 16, 2022, Lindsay was in a car accident with the kids in the car and HMM wasn't wearing a seat belt. Lindsay didn't even tell me about this – the kids did.

c. On August 20, 2022, Lindsay left CHM (age 7 at the time) home alone while she ran errands. She didn't give him an iPad, lock the doors, leave a phone, notify the neighbors, or have any talk with him about that to do if there was an emergency.

d. Lindsay and two members of her new friend group created a fictional and imaginary band called "White Noise" (for which they schedule practices, made t-shirts, purchased cow bells, etc.) and these text messages, on their face, are extremely disturbing.⁷

e. On September 8, 2022, Lindsay and a man she'd met the week before went out drinking and, after the bars closed, the two of them got inside Lindsay's vehicle parked alongside Highway 17 and remained in there together for over an hour, though he exited

⁵ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

⁶ See screenshots of marijuana posts on her LinkedIn page attached hereto as Exhibit B.

⁷ See text messages produced in response to subpoena attached hereto as Exhibit C.

the vehicle several times to urinate on the wall and throw his arms up in the air yelling "yeeaaaah!"⁸ I think she was either engaging in sexual activity or doing illegal drugs in her car, in public, while parked alongside a busy road.

f. Lindsay sent CHM home on the bus from school without telling him directions for how to get home from the bus stop.

g. On October 24, 2022, Lindsay entered the law firm and my office, specifically, after being asked not to, and reviewed both attorney-client privileged communications and work product about this case.⁹

h. Her boyfriend is a guy who she has called a "sex addict" and "alcoholic" and is a lifelong bartender with a significant history involving cocaine.¹⁰

i. She listed Karen Keys as an emergency contact for our children while Karen had supervised visitation with her own children pursuant to a Family Court Order.

j. She was a named paramour in the Keys' divorce case in Charleston County and it was alleged that she participated in group sex.¹¹

k. Lindsay was selling marijuana from her home at McCutchen Street.¹²

l. Lindsay allows CHM to sleep on the couch in front of the TV on school nights.

m. Lindsay lets our kids to have significantly too much screentime, at times in excess of 10 hours per day.

n. Lindsay lied to the Probate Court about her father's estate last year as the personal representative and forged her sister's name on a filed document.

o. She skipped CHM's birthday dinner on September 7, 2022 to go to a bar instead.¹³

p. She and Karen had an overlapping sexual relationship with the same man.¹⁴

⁸ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

⁹ Lindsay admitted doing this and made specific comments about certain work product documents and draft affidavits.

¹⁰ This boyfriend, Stephen Daniel Fowler, was arrested for cocaine multiple times, including one for cocaine trafficking, as well as a charge for possession of an unlawful firearm. He had further issues regarding cocaine during his own Family Court case as well. See Affidavit of Private Investigator John Clayton filed contemporaneously herewith and excerpts from filed documents in Charleston County Family Court, Case Number 2018-DR-10-2940 captioned Fowler v. Carr attached hereto as Exhibit D.

¹¹ See Complaint filed in Charleston County Family Court, Case Number 2022-DR-10-2781.

¹² See text messages attached hereto as Exhibit E.

¹³ See Affidavits of Karen Ulrich, Jared Dembski, Marissa Bryan, Kaitlyn Yost, Kennedy Eaton, and Private Investigator John Clayton filed contemporaneously herewith.

¹⁴ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

- q. On September 3, 2022, she invited a man she didn't know to her home and engaged in unprotected sex with him. She contracted a sexually transmitted infection and admitted it was from having sex with this person.
- r. She repeatedly participated in virtual sex with a man who she knew had previously used or attempted to use nude photographs to extort a different female.¹⁵
25. These are objectively terrible decisions. Lindsay would never have done these things before. She changed and I believe the change is related to mental health and affects her parenting.
26. I have a video of CHM crying on my porch asking me questions about Lindsay, such as "does mom even want us." I want a Guardian to review this video and so much more.
27. HMM is a strong-willed and outspoken child – he always has been. At times, he does not like to be told what to do. He has red hair and I affectionately dubbed his angry episodes of defiance as "ginger snaps." HMM started having a different level of temper tantrums with Lindsay during Summer 2022 (within weeks of our separation). These temper tantrums have been extreme. HMM has thrown rocks and silverware at Lindsay, hit her, broken things, screamed, and run away.
- a. On or about March 25, 2022, HMM (age 4 at the time) had a tantrum with Lindsay and reportedly ran away (more than two blocks to Clearview Drive) and Lindsay had to put the other two kids in the car to go retrieve him.
- b. In July 2022, approximately, the boys were home with Lindsay all day because school was out.¹⁶ HMM had a temper tantrum with Lindsay who called me to come over and help her. She said she couldn't handle it. I immediately left work and went there. HMM had torn apart the whole house and was actively in the middle of the worst tantrum I've personally witnessed him having. Lindsay had locked CHM in a room by himself to "protect him." I had to pick HMM up and firmly hug him while whispering reassurances in his ear to calm him down – that took more than five minutes. I kept the kids that night because Lindsay said she couldn't deal with them anymore.

¹⁵ Exhibit C, at pg.14.

¹⁶ This was, upon information and belief, after Lindsay quit her job at NCGS but before school resumed.

- c. HMM had “a major meltdown” and was reportedly throwing silverware at Lindsay. Lindsay said she didn’t “recall the silverware” but that “maybe [she] took from him so he would t throw. Yeah... it was like the old tantrums.”¹⁷
- d. HMM reportedly has his worst meltdown/tantrum ever with Lindsay on January 8, 2023. HMM has small bruises on his face (several in a row that appeared like they could be from fingertips grabbing his face) the next day.¹⁸ I sent Lindsay a picture of the bruises and inquired. She denied touching HMM or his face.
- e. As I understand it, Lindsay switched CHM’s therapy appointment to HMM on May 25 because HMM was again having temper tantrums with her.

28. I have other concerns regarding Lindsay’s parenting too. She is unable to get HMM to do his homework. HMM is struggling academically. I have gone to her house multiple times at her request just to help HMM with his homework during her time.

29. Lindsay does not take care of the kids’ hygiene. She doesn’t have the kids brush their teeth regularly – both boys have had multiple cavities and have had to get fillings and crowns. HMM came back to me wearing the same pair of underwear, unwashed, that I put on him three days prior. She doesn’t cut the kids’ fingernails and toenails. She doesn’t bathe the kids often enough and I frequently covered for her by going to her house and bathing the kids on her days. CHM is at the age where he needs to bathe or shower daily. He showers every weekday with me (starting October 2022). As of February 2023, he still wasn’t doing that with Lindsay.

30. I have concerns about Lindsay handling the children’s medical needs. She cannot figure out the right dosage for antibiotics and regularly fails to administer appropriately. She also fails to exchange medication, which results in frustration or, worse, missed doses.

31. Lindsay consistently gets confused about the visitation schedule, as well as the children’s events, extracurricular activities, appointments, and struggles to “keep up” with what is going on. I’ve tried to supplement and help her by diligently maintaining a Shared iCloud Calendar and sending reminder emails and text messages – Lindsay still consistently struggles. She forgot to

¹⁷ See text messages dated December 3, 2022 attached hereto as Exhibit E.

¹⁸ Ex. F.

send HMM in pajamas and with a teddy bear for Pajama Teddy Bear Day at school (after I sent pajamas and reminded her via text). She constantly fails to exchange school folders, reading lists, and clothes. On February 13, 2023, Lindsay forgot to send CHM's lunchbox for his field trip. Our boys lost their spot in Kaleidoscope Summer Camp last year when Lindsay failed to return the director's calls and emails over a period of weeks.¹⁹ Examples of Lindsay's organizational failures related to the children are too numerous to detail here – it's a constant issue.

32. Lindsay does not prioritize the children. As an example, AJM had a Muffins with Mom event at her school and Lindsay was supposed to go. The morning of she said she wasn't going. When I dropped AJM off at school, I was heartbroken that AJM wouldn't have her mom there so I called Lindsay and said it was important and she needed to go. Her response was "fuuuuck."

33. The children were concerned about Lindsay during Hurricane Ian because she wasn't with us. She did not respond to their FaceTime calls or my texts, to the point the children were asking if she was dead. I later learned she was with a paramour.

34. AJM needed a crown on her front tooth because she fell into a pool and broke it while Lindsay was watching her. Her dentist tried, unsuccessfully, to place a crown on it several times. It was causing AJM pain and there was a chance it would have to be extracted. Lindsay was supposed to be at the appointment but didn't come. AJM had to be held down to place the crown and was screaming and crying – it was a serious event. Lindsay was with a paramour.²⁰

Substance Abuse Allegations

35. I submitted to three 10-panel hair tests, one 17-panel hair test, three CDT alcohol tests, two PeTH alcohol tests, and a urine test. All the results received have been negative.²¹ I'm waiting for

¹⁹ I received a voicemail from Dr. Pepper (head of Kaleidoscope James Island) on May 16, 2022 saying that she had been trying to reach Lindsay for weeks, without response, and that the deposit was due by close of business that day or the boys' spots were going to be given away. I was in Court all day and received that voicemail after business hours. That evening, I told Lindsay she had to call and take care of that or we'd have no childcare for the boys for summer. She said she would. I was in Court from 10:30 – 11:30 the following day (May 17, 2022) and called her when I got out to ensure she'd called Kaleidoscope. She said she forgot. I called and was informed that the boys' spots were no longer available.

²⁰ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

²¹ See Affidavit of Dr. Robert Bennett filed contemporaneously herewith and the PEth test results from Arcpoint Labs attached hereto as Exhibit G.

results for the 17-panel hair test and one of the CDT tests²² These tests will also be negative. I do not use illegal drugs, abuse prescription medication, or drink heavily.

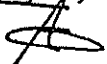
36. I submitted to all these tests to disprove false allegations Lindsay levied against me, have spent \$1,911.00 on such tests, and request that Lindsay be ordered to reimburse this cost.

37. Lindsay's marijuana use rose to the extent she was not functional, which became especially evident in the Summer of 2021. I consumed marijuana with Lindsay on occasion. I have not consumed any since Lindsay and I went on a trip to Outer Banks with her family in May 2022.

38. Lindsay was smoking marijuana all day, every day. I tried to set boundaries, like "no smoking marijuana until after dark" or not when home alone with the kids, but she disregarded those. Lindsay smoked out of a bong first thing in the morning and that would continue for the rest of the day. She also consumed marijuana edibles on an almost daily basis. She was in a fog all day and genuinely couldn't function. She didn't screen or shelter the children from this.

39. Lindsay was ordered to submit to fingernail or toenail testing on May 31, 2023. She did not submit to the testing and claimed the testing facility said her fingernails were too short.²³ She was informed of a testing option that would do the test regardless of the length of her nails.²⁴ She did not submit to that testing. I believe she challenged the credibility of Dr. Bennett because she did not want to submit to the fingernail testing and he was ready and willing to conduct that test.

40. I am attaching pictures of Lindsay that include enlarged images of her fingernails from the past and some that were taken on June 4 showing that she routinely had much longer fingernails she did on June 4.²⁵ I also have concerns she dyed her hair to "beat" that test.

41. ~~Lindsay refused to provide test results from the tests she was ordered to take on May 31, 2023 prior to this hearing. As of the time of this affidavit, I do not know those results.~~ 

²² Lindsay waited to request testing and to challenge the provider I was using until it was too late to obtain results prior to this hearing. I believe that, coupled with a novel allegation that I abuse prescription medication, was intentional.

²³ See emails and correspondence attached hereto as Exhibit H.

²⁴ Id.

²⁵ See images attached as Exhibit I.

42. More importantly, I recently discovered evidence that she purchased marijuana on May 16, 2023 that led me to believe she's been smoking marijuana this whole time and that her boyfriend (Stephen Daniel Fowler) has been providing it to her. On May 16, 2023, at 12:03 p.m., Lindsay sent Fowler \$500.00 via Zelle with the message, "Monthly friend fee."²⁶ Lindsay later went to Juanita Greenberg's in Mount Pleasant to meet Fowler.²⁷ This is an amount consistent with a monthly marijuana purchase for Lindsay and I cannot imagine any other reason for this transaction.

43. Lindsay promised me, repeatedly, that she stopped using marijuana in September 2022. I tried to believe her and I noticed that she did not appear to be making trips to procure marijuana when a GPS tracker was in place, which seemed to support her assurances. However, she was seeing Fowler regularly and him providing marijuana to her now makes sense.

44. Lindsay says I didn't take any action after she failed her October 18, 2022 hair test. Lindsay said she'd stopped using marijuana repeatedly and I believed her. She agreed to take tests to show declining levels. Then she refused to submit to subsequent testing, but continued saying she wasn't using. When I obtained a picture of her using at a bar on March 28, 2023, she said that was the first time she'd used since mid-September 2022. Her affidavit contradicts her prior statements.²⁸

45. Lindsay said I was the person supplying her with her marijuana before we separated. This is not true. Lindsay obtained edibles and marijuana from several sources, including using the law firm's Fed Ex account, without my consent and over my repeated objections, to send and receive illegal drugs from friends in other states, including Oregon and New York. Upon information and belief, this continued after we separated.

46. Lindsay also regularly purchased marijuana from Taylor Calcote and would pick it up from his residence. He would leave marijuana inside a grill or in boots outside his house and she would retrieve and replace it with money or Venmo him. Lindsay and Taylor started hanging out in his

²⁶ See screenshot attached hereto as Exhibit J.

²⁷ Juanita Greenberg is bar and restaurant that has served as a regular meeting place for Lindsay and Fowler. See Affidavit of Private Investigator, John Clayton, filed contemporaneously herewith.

²⁸ See Affidavit of Defendant filed on June 6, 2023 at ¶18.

home and I believe he was a paramour.²⁹ Lindsay admitted nude photographs were sent and received. They communicated via Snapchat and those communications were not preserved.

47. Lindsay asked me to courier marijuana to her from a high school friend of hers (N.R.) around Mother's Day 2022 (said she couldn't deal with Taylor anymore because he was "hitting on her"). That was the last time I had anything to do with procuring marijuana for her.

48. Lindsay also consumed, or consumes, many other substances, including Adderall, Vyvanse, Klonopin, Ativan, Xanax, Valium, and numerous over the counter supplements, all in addition to her various anti-depressants. She drinks 4-5 cups of coffee and 5-6 cans of Coke per day. In August 2021, Lindsay started consuming psychedelic mushrooms on a daily basis and called it "micro-dosing" as a mental health treatment.³⁰

49. Lindsay stores her medications in small zip-loc bags or weekly pill boxes instead of in childproof bottles. This has been a source of contention between us because I worried the children would find her medication or take it. To address this, I purchased numerous safes and lock boxes to try to get her to secure items I wanted to shelter the children from.³¹

50. Historically, Lindsay did not drink alcohol or drink heavily. Given her family history she viewed alcohol consumption as dangerous. She asked me not to binge or frequently drink when we were dating and I agreed. She and I consumed alcohol very, very rarely during our marriage.

51. I do not regularly consume alcohol, period. I have consumed no alcohol since the weekend of May 12 – none, zero. I submitted to alcohol testing, multiple times, and provided those results.³²

52. In the summer of 2022, Lindsay started drinking alone and frequently consuming a large amount of alcohol.³³ This has continued since.³⁴

²⁹ All three of the men with whom Lindsay had an affair with (Calcote, Fowler, and Forino), upon information and belief, supplied her with illegal drugs.

³⁰ Upon information and belief, Lindsay and her friends also consumed psychedelic mushrooms on Labor Day weekend 2022. *See* Ex. C.

³¹ *See* screenshots of Amazon purchases attached hereto as Exhibit K.

³² *See* Affidavit of Dr. Robert Bennett filed contemporaneously herewith and Ex. G.

³³ *See* Affidavits Marissa Bryan and Private Investigator John Clayton filed contemporaneously herewith.

³⁴ *See* Private Investigator John Clayton filed contemporaneously herewith.

53. Lindsay consumed alcohol during the day prior to when she was supposed to or did pick up our children on at least the following occasions: August 5, 2022,³⁵ March 28, 2023 (also smoked marijuana on this day), and April 28, 2023. I believe this occurred other times as well.

54. On March 28, 2023, Lindsay went to a bar and was drinking and smoking marijuana from a vape pen within hours of when she was supposed to pick the kids up from school.³⁶ She was at the bar for almost two hours and then went back to her house with a paramour (Jay Forino).³⁷ This was alarming. I went and picked the kids up.

55. On April 28, 2023, she and a paramour (Fowler) went to a bar in the afternoon.³⁸ Lindsay arrived home at 3:05 p.m. and was supposed to pick the children up from school within an hour and a half. I called Lindsay at 4:05 p.m. and asked whether she'd been drinking -- she did not respond and hung up. She immediately went to pick the boys up from school.³⁹ I sent her a text asking if she'd been drinking. She did not respond. I went to pick up AJM. I texted her and informed her that I was going to call the police if she was drinking and now driving the boys. She called me around 4:30 p.m. and said she and the boys were at the office -- I told her again that I was going to call the police if she was drinking and driving with the boys. She then rushed the boys out of her car and into the back door of the office before she ran out and drove away.⁴⁰ Lindsay never responded and confirmed or denied that she'd been drinking that day.⁴¹

56. Days later, Lindsay said she wasn't drinking on April 28. She said her paramour was drinking heavily but she only had "mocktails." I suspect she assumes there are pictures of her at the bar. There aren't. I believe that was a lie and she was drinking, especially given how she acted that day. She also refused to submit to alcohol testing when asked repeatedly on April 28 and 29.⁴²

57. This incident was the catalyst for me filing the motion for temporary relief on May 1.

³⁵ See Affidavit of Marissa Bryan filed contemporaneously herewith.

³⁶ See photographs of Lindsay at Triangle Char Bar in West Ashley holding and smoking a marijuana vape pen attached as Ex. A to the Affidavit of Jane Watts filed contemporaneously herewith.

³⁷ See Affidavits of Private Investigator John Clayton and Sally Watts filed contemporaneously herewith.

³⁸ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

³⁹ See text messages with Lindsay attached hereto as Exhibit L.

⁴⁰ See Affidavits of David Conor Keys and Sally Watts filed contemporaneously herewith.

⁴¹ See Ex. L.

⁴² See text messages with Lindsay attached hereto as Exhibit M.

58. Here are additional examples for why Lindsay's substance abuse/behavior are concerning:

- a. Lindsay regularly drives home after drinking.
- b. Lindsay regularly goes to bars and restaurants and she drinks alone.⁴³
- c. Lindsay pays cash for alcohol while paying simultaneously paying for food with a credit card and I believe she does so to disguise her alcohol consumption.⁴⁴
- d. Lindsay created a whole new friend group that consists of food and beverage employees and people whose lives appear to revolve around partying and substance abuse.
- e. Lindsay illegally shares/exchanges Adderall with friend.⁴⁵
- f. Lindsay also smoked marijuana with a friend during playdates with the kids.⁴⁶
- g. Lindsay sold marijuana from the house at McCutchen Street.⁴⁷
- h. Lindsay and a friend (Karen Keys) drank to excess and then went to hotel room at Charleston Place, smoked marijuana, set off the smoke detector, which prompted Lindsay to stand on a table to fan smoke away from the detector. She fell down and broke the end table and a lamp. She had a massive bruise on her leg and believed she sustained a concussion (hotel security came but did not report the incident to police).
- i. She gave up her entire week of visitation with the kids over Thanksgiving 2022 in favor of partying and going out with friends and got so drunk one night that she was too hungover to do anything at all the following day.⁴⁸

59. Much of this evidence came from production that occurred last Fall. Lindsay has not produced communications or other evidence case since then, despite requests.⁴⁹ In fact, she has intentionally deleted evidence after she was sent a Spoliation Letter instructing her not to do so.⁵⁰

⁴³ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

⁴⁴ See photographs of point-of-sale system evidencing Lindsay paying for food via credit card and purchasing wine with cash on attached hereto as Exhibit N. Lindsay has also had a paramour pay for alcohol and then reimbursed him through peer-to-peer payment apps.

⁴⁵ See Ex C at page 7.

⁴⁶ Ex P.

⁴⁷ See Lindsay's text messages with Karen Keys, Ex. E at page 7 ("Yes, I'll leave it in porch this am in a bag for you. It was 60"). Also, Lindsay denied a Request to Admit despite the very clear evidence in text messages that she was selling marijuana to Karen Keys, which she produced in response to a subpoena. See Answers to Requests to Admit attached hereto as Exhibit Q.

⁴⁸ See text messages attached hereto as Exhibit P and Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

⁴⁹ See emails between counsel and my emails producing bank statements to Lindsay attached hereto as Exhibit Q. Everything Lindsay has requested informally, I provided within 24 hours.

⁵⁰ See Spoliation Letters served on Lindsay attached hereto as Exhibit R and also see Affidavit Sean Leonard filed contemporaneously herewith.

60. It's also important to understand that Lindsay engaged in all this behavior while knowing she was being investigated and that a GPS tracker was used to track her vehicle -- meaning, this is her "best behavior." I'm concerned that Lindsay either cannot control herself or sees nothing wrong with her decisions -- either scenario is scary.

61. I avoided litigating this case and filing motions against Lindsay because I never wanted to say all of these things about her. I care about her and I know this will be hurtful. I was able to cover for her deficiencies and shelter the kids from them. I didn't believe that a Family Court hearing was the best avenue for her to get better. I gave her chance after chance. I believed her when she made promises. I did not want this for my family. I tried to avoid it.

Lindsay's Credibility

62. Lindsay's Answer and Counterclaim lists the date of our separation as February 21, 2021 and she stated it again in this verified motion.⁵¹ This is false. I lived at the McCutchen house from June 2021 until May 30, 2022. During that time, Lindsay and I went on trips together and spent the night in multiple hotels together (just the two of us). Lindsay and I went to Outer Banks for a trip with her extended family for a week in May 2022 and slept in the same bed. Lindsay and I spent the night together at the McCutchen house on July 6, 2022, after going to a concert together, and again on July 29, 2022 after the Van Gogh Experience and then Hall's Chop House together.

63. Lindsay said I abuse prescription medication.⁵² This is the first time, ever, she's made this allegation. This is false.⁵³

64. Lindsay said that I have not paid for Kaleidoscope since January 2023 and only paid \$530.00 total this year.⁵⁴ This is false.⁵⁵

65. Lindsay said that I enrolled AJM at O'Quinn without telling her.⁵⁶ This is false.⁵⁷

⁵¹ See Answer and Counterclaim filed on January 3, 2023; see also Verified Motion for Emergency Temporary Relief filed on June 8, 2023 at pg. 4.

⁵² See Affidavit of Defendant filed on June 6, 2023 at ¶4, 5, 17; see also Verified Motion for Emergency Temporary Relief filed on June 8, 2023 at pg. 4.

⁵³ See Affidavit of Rodney Andrews dated June 9 and Dr. Robert Bennett filed contemporaneously herewith.

⁵⁴ See Ex. H.

⁵⁵ See Venmo and Kaleidoscope receipts attached hereto as Exhibit S.

⁵⁶ Ex. H.

⁵⁷ See emails and text messages regarding O'Quinn attached hereto as Exhibit T.

66. Lindsay said I assured her that I would be “100% responsible” for the cost of O’Quinn.⁵⁸ This is false. Lindsay objected to the cost, but I never assured her I would be responsible for it.⁵⁹

67. Lindsay said that she is not spoliating evidence.⁶⁰ This is false.⁶¹

68. Lindsay said that she has paid the boys’ lunch account and kept it current.⁶² This is false.⁶³

69. Lindsay said that sharing custody of our children is “no longer workable in the best interests of the children.”⁶⁴ This is completely contradictory to and inconsistent with her other statements.⁶⁵

70. Lindsay said I purchased a book about how to “control people using shame.”⁶⁶ This is false. I bought a book “Emotional Blackmail” and was reading it to learn how to better deal with her.⁶⁷

71. Lindsay said I came to her home unannounced on May 12, 2023.⁶⁸ This is false.⁶⁹

72. Lindsay said I “punish” her by picking the kids up from school early or keeping them for several weekends consecutively.⁷⁰ This is false. The times I have picked them up early or kept them on her days were due to her instability and substance abuse or by agreement.

73. Lindsay said that I am mad that she did not assist with reducing or dismissing the pending criminal charges and my filing this motion is retaliatory.⁷¹ This is false. I filed a motion seeking the same relief on May 1, 2023, before the incident on May 12, 2023.⁷² Further, it is Lindsay who is using the pending criminal charges and ODC suspension in an attempt to force me concede to

⁵⁸ See Verified Motion for Emergency Temporary Relief filed on June 8, 2023 at ¶8.

⁵⁹ See email re: O’Quinn attached hereto as Exhibit U.

⁶⁰ Ex. H.

⁶¹ See email regarding deleted Shared Calendar attached hereto as Exhibit V and Affidavit of Sean Leonard filed contemporaneously herewith.

⁶² Ex. H.

⁶³ See email notifications and electronic communications with Lindsay attached hereto as Exhibit W.

⁶⁴ See Verified Motion for Emergency Temporary Relief filed on June 8, 2023.

⁶⁵ See communications attached hereto as Exhibit X.

⁶⁶ Ex. E.

⁶⁷ See screenshot of purchase history attached hereto as Exhibit Y.

⁶⁸ See Verified Motion for Emergency Temporary Relief filed on June 8, 2023 at pg. 4; see also Affidavit of Defendant filed on June 6, 2023.

⁶⁹ See text messages from May 12 attached hereto as Exhibit Z.

⁷⁰ See Verified Motion for Emergency Temporary Relief filed on June 8, 2023.

⁷¹ See Affidavit of Defendant filed on June 6, 2023 at ¶2.

⁷² See Plaintiff Motion for Temporary Relief filed on May 1, 2023.

her demands in the family court case.⁷³ I did not concede to what she wants – primary custody and no substance abuse testing for her – because it endangers our children.

74. Lindsay said I have “a very long history of using cannabis, abusing alcohol, in combination with prescription medication.”⁷⁴ This is false.

75. Lindsay has claimed I was abusive by purchasing sex toys for her. This is false. They were purchased during our marriage, jointly, when we were attempting to reconcile, for the purpose of helping her overcome what she described as an inability to be sexually intimate after the repressed memories of sexual abuse and she appreciated them.⁷⁵

76. Lindsay said I told the children she “would be homeless and on the street if it wasn’t for me.” This is false. CHM asked me how mom pays for everything at her house because she doesn’t work. I reassured him and said that I would always make sure everything gets paid and that his mom would always have a house. I did not disparage her.

77. Lindsay said that she is concerned about me “continuing to expose our children to [my] paramour overnight.”⁷⁶ I’ve never exposed our children to any paramour overnight. This is false.

78. Lindsay presents that she has concerns are about the children’s wellbeing if exposed to a woman I was dating (Grace). This is false. I discussed having Grace around the kids before doing so and she said, “I don’t know of a reason she needs to be restrained. If you are serious about her then its ultimately your call whether to have her meet the kids.”⁷⁷ She also sent a separate text saying she thinks Grace is better with the kids than I am.⁷⁸

79. Lindsay said I told her I’ve been drinking regularly.⁷⁹ This is false. I did not say that and have not been drinking regularly or heavily.⁸⁰

⁷³ See letter from Currance dated May 18, 2023 attached hereto as Exhibit AA; transcript of audio recording attached hereto as Exhibit BB, and Affidavit of Rebecca Walden filed contemporaneously herewith.

⁷⁴ See Affidavit of Defendant filed on June 6, 2023.

⁷⁵ Ex. E.

⁷⁶ See Affidavit of Defendant filed on June 6, 2023.

⁷⁷ See text messages between Lindsay and I dated December 6, 2022 attached hereto as Exhibit CC.

⁷⁸ See text message from Lindsay dated April 23, 2023 attached hereto as Exhibit DD.

⁷⁹ See Affidavit of Defendant filed on June 6, 2023.

⁸⁰ See Affidavits of Dr. Robert Bennett and Rodney Andrews filed contemporaneously herewith.

80. Lindsay said I “never had an issue with her parenting” and that I have “never questioned [her] care of the children, until a month ago.”⁸¹ This is false.⁸²

81. Lindsay accuses me of stealing her golf cart. This is false. The golf cart was with me at Eddy Farm after she moved to McCutchen. I didn’t bring it to McCutchen until after I’d been living there for months, while Eddy Farm was a short-term rental property and I was concerned about short-term tenants using it. She wanted to keep it and I wanted it back at Eddy Farm and took it back there. I did not “steal” anything.

82. Lindsay said I submitted to drug testing under an alias and that my hair test was not accurate because it was not positive for Adderall (a medication I’m prescribed). This is false.⁸³

83. Lindsay accused me of “mirroring” her cell phone, illegally hacking into her iCloud, tracking her through her Air Pods, and placing a listening device or “bugging her vehicle.” These are all false.

84. Lindsay said I sent the firm’s law clerks into O’Brien’s Bar & Grill to get them to seduce her boyfriend.⁸⁴ This is false.⁸⁵

85. Lindsay claims I told the children that her “paramour was a criminal and that he could be coming to the house and they needed to be worried.” This is false.

86. Lindsay said I told her that her using marijuana “did not matter.”⁸⁶ This is false.

87. Lindsay accused me of having a woman spend the night with me at my house and driving her home by boat the following day.⁸⁷ This is false.

88. Lindsay denied a request for that the children be allowed to have visitation with my mother over Memorial Day weekend and said, “As to Ms. McGee’s mother, while very [sic] much likes his mother and step-father, she does not agree for them to have the children without Justin

⁸¹ See Affidavit of Defendant filed on June 6, 2023 at ¶3.

⁸² See Affidavits filed contemporaneously herewith. There are hundreds, if not thousands, of text messages and emails between us evidencing issues I’ve had with her parenting and questions I’ve raised over her care of our children. Many of these concerns are set forth in this affidavit.

⁸³ See Affidavit of Dr. Robert Bennett filed contemporaneously herewith.

⁸⁴ See text messages attached as Exhibit EE.

⁸⁵ See Affidavit of Marissa Bryan filed contemporaneously herewith.

⁸⁶ See Affidavit of Defendant filed on June 6, 2023.

⁸⁷ See text messages attached hereto as Exhibit EE.

present.”⁸⁸ Then, on June 2, Lindsay said I could have visitation so long as it was supervised by my mother.⁸⁹ This is an example of the extreme inconsistencies that reveal Lindsay is not credible.

89. Lindsay said that she wanted me with the children “from day one” after the May 12 incident, and that me being able to see and talk to them is in their best interest. This is not true. She did initially want me to continue having unsupervised visitation without interruption, but that changed. I haven’t seen them in a month and Lindsay found numerous ways to block that.⁹⁰

90. On May 26, 2023, Lindsay’s lawyer sent a letter denying a visitation request over Memorial Day weekend stating that Lindsay “questions Mr. McGee’s beach house rental since this is her weekend with the children.”⁹¹ Lindsay and I communicated about that beach house rental and that we should do it over Memorial Day weekend and not Mother’s Day weekend (which was our tradition with the kids).⁹² It was rented on May 8, 2023. This is another example of dishonesty.

91. I believe Lindsay will say I have a history of being physically abusive to her. This is false. I was not physically abusive to her during our marriage.

92. Lindsay accuses me of being financially abusive to her.⁹³ This is false.⁹⁴

93. Lindsay accused me of “tracking her every movement” and sending my mom to church on June 4, 2023 to “mess with” the children.⁹⁵ This is false.⁹⁶

⁸⁸ See letter from Pete Currence dated May 26, 2023 attached hereto as Exhibit GG.

⁸⁹ Ex H.

⁹⁰ Ex H and Ex. GG.

⁹¹ Ex. GG.

⁹² See text messages from May 7, 2023 attached hereto as Exhibit HH.

⁹³ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B.

⁹⁴ Based upon the firm’s bookkeeping Lindsay’s billable hours for each year from 2012-2021 are as follows: 2012: 364; 2013: 316; 2014: 264; 2015: 0; 2016: 0; 2017: 0; 2018: 0; 2019: 3.5; 2020: 142; 2021: 42. Lindsay and I have the same education and have been licensed to practice law for the same amount of time. I did not have student loans, but we aggressively paid off almost \$200,000 of Lindsay’s student loans during our ten-year marriage (a large portion of which was paid from my nonmarital funds and the remainder almost solely from income generated by my efforts). During our marriage, Lindsay and I were both paid a salary and approximately \$120,000 per year of W2 wages was deposited into our joint checking account. I did not access or spend those funds, Lindsay did. Additionally, we each had draws from the law firm each year that were relatively equal. We paid off almost \$200,000 of Lindsay’s premarital student loans during the marriage. Lindsay also, inconsistently, claimed that me working long hours was also abusive to her and CHM.

⁹⁵ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B.

⁹⁶ See Affidavit of Rebecca Walden filed contemporaneously herewith.

94. I believe Lindsay is going to attack my reputation or ethics as a lawyer. These attacks will be false.⁹⁷ Lindsay, on the other hand, has engaged in bizarre unethical conduct as a lawyer.⁹⁸

95. Lindsay falsely accused me of physical abuse on two occasions:

- a. On December 8, 2015, Lindsay took the cash from a secured location at the office and left a post-it note saying "FUCK YOU! And your buddy [client name] too!"⁹⁹ She put the cash in her car. I was informed she did this by an employee and went to her car and retrieved it. Lindsay confronted me as I was walking back inside and tried to grab the cash. She called the police and claimed I assaulted her. I did not. I didn't even touch her. Police responded and determined I had not, based upon the statements of employees who were present.
- b. On October 5, 2022, Lindsay was at the office after being asked not to be there because she had taken numerous items of furniture, art, and personal property from the office. I confronted her. She said she was a partner and was entitled to be there, so I called the police. While on the call, the dispatcher asked if I wanted an officer to come out. I walked up to Lindsay and asked her, "are you going to leave?" Lindsay responded and said, "you just assaulted me!" So, I asked the dispatcher to send someone. I did not assault her. Lindsay claimed that I tried to or did push her down and used my vehicle to block her in so she couldn't leave. This is false.¹⁰⁰

96. Yesterday, June 12, 2023, in an attempt to deflect her failure to pick up CHM from his summer SAIL camp, Lindsay falsely accused me of failing to provide the camp with her contact information. This is false.¹⁰¹ I received a call from two phone calls from camp logistical employees notifying me that CHM had not been picked up. Due to my bond conditions, I cannot communicate directly with Lindsay; therefore, I provided them again

⁹⁷ See Affidavits of other attorneys filed contemporaneously herewith.

⁹⁸ See Affidavit of Clint Noland attached hereto as Exhibit II.

⁹⁹ See picture of note attached hereto as Exhibit JJ.

¹⁰⁰ See Affidavits of Jared Dembski and Karen Ulrich filed contemporaneously herewith.

¹⁰¹ See Sall Camp registration form, emails between parties and counsel attached hereto Exhibit KK.

with Lindsay's cell phone number and asked that they call her directly. Additionally, I immediately notified my counsel to reach out to her counsel to inform Lindsay. Based upon my knowledge of Lindsay's organizational failures, I anticipated that she would not handle managing CHM's requirements for camp including the issue of transportation. Therefore, I proactively provided this information to her through counsel repeatedly. Unfortunately, despite my efforts and the fact that Lindsay presumably handled his drop off to camp today, still failed to pick him up and he was stuck at camp after it ended for more than 30 minutes.

Events Leading up to May 12, 2023

97. An incident occurred on May 12 that led to my arrest being charged with serious crimes and having my law license suspended. To explain, some background information is necessary.

98. After Lindsay was drinking during the day on April 28 before picking up the children, Lindsay and I were argumentative verbally and in text messages until Saturday evening (April 29), when we had a genuine, heartfelt conversation and made promises about how we would proceed going forward in a manner that would be best for our children. Lindsay promised to change her lifestyle, prioritize the children, stop abusing substances, start doing contract work for our law firm, and stop associating with certain undesirable people.

99. Thereafter, from April 30 to May 12, for the most part, Lindsay and I were communicating better than we had been and were attempting to co-parent. We attended the Lowcountry Boil Festival on May 7 with the kids. She started doing contract work (she'd been unemployed for approximately ten months previously). We ate breakfast together with AJM several times. She also asked me to purchase concert tickets for her and the kids so we could all attend together.¹⁰²

May 12, 2023

100. On May 12, I dropped the boys off at school at 7:00 a.m. and proceeded to take AJM to the office where we routinely stop for a "potty break" before going to Bagel Nation (AJM calls it "the

¹⁰² See text messages between parties attached hereto as Exhibit JJ.

Pancake Store"). AJM asked to do a FaceTime call to Lindsay and I facilitated. Lindsay asked to come to breakfast with us and I agreed. We all ate and then I took AJM to school.

101. Lindsay and I exchanged numerous texts and phone calls that day about work and the kids. Importantly, we talked right before I went to lunch and seriously discussed settling this case. We both agreed we wanted to settle and avoid litigation and would continue the recent positive trend (and we both were happy with how things had gone between us since April 29).

102. I noticed during this phone call that Lindsay had not taken the bag of stuff related to our kids from my truck at the Pancake Store. I informed her of this and she asked me if I could drop it off to her later, either at her house or by leaving it on the porch of the office.

103. May 12 was the Friday before Mother's Day and Lindsay was scheduled to have the kids for that entire weekend. I'd had all or some portion of the kids during the weekend for twelve out of the preceding fourteen weekends.¹⁰³

104. I then went to lunch and after that went to Rutledge Cab Company and I consumed alcohol at both of those locations. My iPhone location is shared with Lindsay and she knew where I was that afternoon. At 3:38 p.m., Lindsay texted me and asked if I was back at the office yet. I responded and said I wasn't and asked if I needed to be. She said she wanted to get the kids' stuff and asked me to call her when I went to the office. I said "Ok."

105. At approximately 4:20 p.m., Lindsay and I talked on the phone for four minutes.

106. At 5:50 p.m., texted me, *"You were unavailable from 11-1 and then went to lunch right after. You've been drinking ever since and sound more drunk each time I speak with you. You said you were coming back to the office with the kids stuff. You acted like you didn't know what I meant. I mean [HMM]'s baseball uniform and pillow. I mean [CHM]'s buddy. It's unreal your level of hypocrisy."*

107. At 5:53 p.m., Lindsay texted me, *"I don't think we have an agreement any longer. I'm not to a friends bachelorette (known since middle school!!) when I had a fucking free plane ticket*

¹⁰³ See calendar setting forth the days I've had the kids overnight attached hereto as Exhibit MM.

and hotel room. Why? BC of your allegations about me drinking. Yet you do the same as me and it's ok when you do it... but not me. Just like it was during the marriage."

108. I responded immediately when I saw the texts and said, *"What are you talking about?"* She replied at 6:01 p.m. and said, *"Uh which part? You've been at Rutledge cab company since like 1:20-2."* She then sent me a screenshot of my location.

109. She sent the following texts at 6:02 p.m., *"You going to un-share your location now? Per usual 🙄"* and *"Or me trying to get the kids stuff for hours."* I responded at 6:02 p.m. and said, *"No. I'm an open book."* She replied immediately with a *"HAHA"* emoji. I did not stop sharing my location with Lindsay until May 13, 2023.

110. Then, at 6:03 p.m., she sent a screenshot of our text messages from 3:38 and said, *"So which part was your open book self confused about?"* and I immediately responded that *"It's the law clerks graduation party."* At 6:04 p.m., she replied directly to my text about being an open book with this: *"If the book was full of lies... yes. Agree."* and then texted *"Ha. Not surprised."* and *"Well I'll send you my bill for MLF and then we're going back as it was."*

111. At 6:05 p.m., she texted *"Hope you had fun. 🙄 I very much look forward to seeing Dan again soon. 🙄 🙄 🙄"* At 6:06 p.m. she texted *"I was fucking craving him."* "Dan" is a reference to Fowler, who is one of Lindsay's paramours and, upon information and belief, her drug dealer.

112. At 6:07 p.m., she texted me a picture of a project HMM did for Mother's Day.

113. At 6:08 p.m., she texted, *"I look forward to having my name cleared in the family court and people getting to see you for the lying POS you are. JK most know and the others ... whatever ... like poor Grace... you'll chew them up (read: use them) and spit them out"*

114. I responded at 6:09 p.m. and said, *"Are you serious right now?"* and I immediately decided to acquiesce to her demand, even though I thought it was unnecessary, and I got up to leave and bring her the kids' stuff because it was obviously becoming a huge issue and I didn't want that.

115. She responded at 6:10 p.m. she sent two text messages saying, *"If you intend to bring the kids' stuff to my house please leave it on the porch and send a text"* and *"Never been more serious."*

116. I arrived at 664 McCutchen Street sometime after 6:29 p.m. and I left before 6:34 p.m. — this is based upon attempted phone calls and text messages to Lindsay before my arrival and after my departure. Meaning, I was present at that house for less than five minutes that evening. My intention was to say goodnight to the kids and drop the stuff off.

117. When I arrived, I parked, exited my vehicle, approached her door, knocked and entered the unlocked front door in the same manner I'd entered that home many, many times since we'd separated, including on three occasions in the previous two weeks.¹⁰⁴

118. Lindsay greeted me in the entry way with her phone out, chest high, recording me. Lindsay could see my location, so she knew I was both on the way and when I would arrive.

119. When I stepped into the entry way, Lindsay attempted to physically block me. I do not deny that Lindsay and I argued that evening or that the altercation escalated more than we should have allowed. Lindsay was screaming at me. I believe she was recording throughout our tussle in which Lindsay fell to the ground causing her to scrape her hand.

120. After this happened, I turned around towards the interior of the house and saw CHM and he was crying. He looked scared and I tried to comfort him. I believe Lindsay's screaming was exacerbating CHM's fear, if not the primary source of it. At the same time, Lindsay got up and ran to the neighbor's house, screaming the whole way. I realized immediately that our interaction was terrible, so I left.

121. The video recording that Lindsay provided to the Court minutes before our hearing on Friday, June 10, 2023 shows me leaving the home and is approximately four seconds long. I believe this video is a modified and/or shortened clip from the original recording that Lindsay took that evening and is not a full depiction of our interaction. However, the video does accurately

¹⁰⁴ I genuinely did not see the text about the porch because of the rapid-fire texting that was happening right as I was trying to leave.

depict the entry way to the home. It also shows that I left the home without objection, visibly in tears, and concerned for our children.¹⁰⁵

122. At 6:34 p.m., after leaving, I texted her, "*You're unbelievable.*" I texted her again at 6:39 p.m. and said, "*Wtf, man. You're terrible. You're going to traumatize the kids because what? I went to a graduation party...*" I reference these text messages because they establish a temporal boundary to my presence there of approximately four minutes, demonstrate that I contemporaneously realized the seriousness of the situation, and that I believed Lindsay had some degree of culpability for what occurred.

123. I accept responsibility for my role in what transpired. I am deeply remorseful. Our children should never bear witness to anything even remotely close to what they saw and experienced. I still picture CHM's face and tears and cannot believe I did anything to cause such feelings. I am ashamed and extremely disappointed in myself. I should not have gone to that house, especially after drinking. I should not have engaged with Lindsay in any manner. I should have left the second I saw her video recording me. In hindsight I see that Lindsay's and my actions were reprehensible.

124. While I accept responsibility, I do hope to be treated fairly considering all of the circumstances.

125. To assist in evaluating my credibility, I ask the Court to carefully review the text messages between Lindsay and I leading up to it, including the ones she carefully omitted in her affidavit, and ascertain which of us was angry, acting irrationally, and/or escalating the conflict, and which of us was acquiescing and attempting to deescalate the conflict prior to the incident.

126. After I left, CCSD was called and responded to the house. The officers issued a report and affidavits for the issuance of warrants for my arrest on charges of Burglary 2nd Degree and Domestic Violence 1st Degree. These affidavits are based upon information Lindsay provided and claim that I "threw [my] wife ... down the stairs" and that I "did willfully and unlawfully enter the

¹⁰⁵ See video recording provided by Defendant's counsel to the Court via email at 1:44pm on June 9, 2023 one minute prior to our hearing before Judge Wall related to Defendant's Motion for Emergency/Expedited Temporary Relief filed on June 6, 2023.

residence, committing the crime of burglary." The affidavits also state that I "pushed her down the front porch steps into the bushes causing a road-rash injury to her right hand."¹⁰⁶

127. I accept responsibility for my part in causing that situation. Yet, Lindsay has culpability in what transpired and its aftermath too and I don't believe she's accepted any responsibility. Instead, she appears to be perceiving and presenting herself as an unsuspecting and righteous victim.¹⁰⁷

128. Lindsay made multiple false statements to law enforcement about what occurred. Lindsay reported that we'd been separated since February 21, 2021 and that and I "never had access" to the McCutchen house, which was demonstrably false and directly lead to me being charged with Burglary.¹⁰⁸ These are two absolute lies.

129. I accessed that house almost daily from February 21, 2021 until June 2021. I lived at the McCutchen house for a year (June 2021 – May 30, 2022, which is when we actually separated). I paid the rent at the McCutchen house and all the utilities from February 2021 until at least January 2022. I accessed that house regularly until October 2022 when I filed this action. I replaced the hot water heater, painted, organized cabinets, fixed cabinets, hung string lights, hung shelves in the garage, hung peg board in the garage, replaced two shower heads, replaced bathroom fixtures, purchased and assembled bunk beds for the boys, purchased and installed wall-mounted TVs, hung pictures and mirrors, and many, many more things at that house. I refinanced the property at Eddy Farm Road to purchase that house and it is marital property. I was at that house three times in the previous two weeks. Lindsay asked me to fix a broken drawer at that house on or about May 1, and I purchased the part necessary to fix her drawer on May 2.

130. Lindsay also apparently reported to law enforcement that I attempted to take her phone with the intention of preventing her from being able to call for help (which is an exacerbating factor that increased the charge against me). I did not attempt to take her phone away from her or

¹⁰⁶ See Officer M. Foster's Affidavit dated May 13, 2023 attached hereto as Exhibit OO.

¹⁰⁷ Despite Lindsay's false statements, the aforementioned Officer's affidavit accurately states that Lindsay "blocked [my] path with her body." Lindsay purposefully placed herself physically in front of me. Ex.OO.

¹⁰⁸ Ex. OO.

prevent her from calling for help. My actions were only in an attempt to prevent her from video recording.

131. To assist in evaluating my credibility, I ask the Court to consider the misrepresentations made to law enforcement when assessing credibility. I also ask the Court to review the motion I filed on May 1 as well as the remainder of this Affidavit when assessing credibility and determining how to address this incident and the weight it should carry.

Events After May 12, 2023

132. I learned that law enforcement was involved and there were warrants out for my arrest via text messages with Lindsay the following morning about HMM's baseball game. Lindsay told me and informed me of the charges. I immediately contacted my lawyer.

133. On Sunday night, AJM called me via FaceTime and immediately reported that she was coming over for a sleepover. Lindsay explained that she wanted me to have AJM overnight on Monday (May 15). She also said the plan was for me to have all three kids that weekend.

134. On Monday morning (May 14th), Lindsay called me and we talked about work and the day. She confirmed that I would be getting AJM that night. After that call, at 7:13 a.m., she then shared a song titled "Homesick" via Spotify. This song belongs to the artist she asked me to get concert tickets for the whole family to attend on June 17, 2023 (presumably indicating she intended we were all still going to that concert together).¹⁰⁹

135. I found out that the arrest warrants were issued on Monday afternoon (May 14th). I texted Lindsay that I would be turning myself in the next day and didn't think I should get AJM with everything going on (and that I was still in mediation). She responded and told me CHM wanted to be with me for the weekend and then, later, that he asked to come by the office and see me.¹¹⁰

¹⁰⁹ See text messages with Lindsay attached hereto as Exhibit PP.

¹¹⁰ See text messages attached hereto as Exhibit QQ.

136. At 3:11 p.m., she texted me and said that she was "going to be flexible" with me, that "this isn't a final thing," and "I fully expect (hope) we will be back where we were when we finalize an agreement." This was the first time I'd heard of any proposed change to anything about the kids.¹¹¹

137. Lindsay's counsel sent a proposed Consent Order that reduced my time to every other weekend, had no testing for her, required that I be on Soberlink, and gave Lindsay primary custody.

138. On Tuesday, May 15, at 9:47 a.m., Lindsay indicated via email her intention that we would be doing a week on/week off visitation schedule this Summer.¹¹²

139. Lindsay and I spoke at approximately 10:30 a.m. on May 15 and she said, "you didn't mean to knock me down the steps" and, instead branded me as "a bull in a china shop bouncing off everything." However, she then said, "if you don't sign the Consent Order, I am going to prosecute you to the fullest extent of my ability," that she "is going to testify against me," and that she was going to "come after [me] for criminal and civil stalking."¹¹³

140. Lindsay and I texted later that day about HMM's baseball water balloon party that night. I coached his team and expected to attend. Lindsay told me, multiple times, that I could not attend unless I signed the proposed Consent Order, even though we'd discussed me attending earlier.¹¹⁴

141. I later talked to Lindsay again on the phone (and recorded the call). I asked if we could talk about the bond hearing and she replied, "no, because I haven't talked to Pete. But honestly, let's get this Consent Order signed and it's a different story."¹¹⁵

142. These communications are important because it was made clear to everyone involved that the criminal charges needed to be dismissed and/or reduced or I would be facing an interim suspension from the practice of law. She and her counsel initially indicated she would assist, but then refused to do so unless I signed her proposed Consent Order.

¹¹¹ Ex. QQ.

¹¹² Ex. Y.

¹¹³ This constitutes a clear violation of Rule 4.5 of the SCRPC, and Lindsay is a lawyer, but I did not report her conduct.

¹¹⁴ See text messages between parties attached hereto as Exhibit RR.

¹¹⁵ Ex. BB.

143. To be clear, I was not seeking any assistance from Lindsay in reducing the criminal charges that would be unfair. I did not commit Burglary Second Degree or CDV First Degree under any version of what happened. If these serious charges were reduced, I would not have been suspended from the practice of law. There's no rational reason for Lindsay not to assist in that.

144. Instead, Lindsay appeared at the bond hearing and gave a victim impact statement that was wholly contradictory to what she'd been saying and indicated that I was a danger to her and the children, which resulted in a bond order allowing me no contact with either her or the kids.¹¹⁶

145. Lindsay's lawyer sent a letter on May 18 that said "I only learned yesterday morning about the 10:00 a.m. bond hearing yesterday which Ms. McGee attended. It was fortunate that she did attend since we had not yet agreed upon the terms of a Consent Order."¹¹⁷ This is clear evidence Lindsay testified at the bond hearing because I had not agreed to her proposed Consent Order.

146. Both Lindsay and her attorney absolutely, unquestionably, and clearly threatened criminal prosecution for the purpose of gaining an advantage in a civil court matter. They are both attorneys and this is unethical conduct under Rule 4.5 of the South Carolina Rules of Professional Conduct.

147. I don't think Lindsay understands the gravity of the criminal allegations she's made. The potential consequence if I'm convicted is a sentence of twenty years – meaning I would not see our children grow up or be present in their lives during the remainder of their childhood.

148. On June 1, I was suspended from the practice of law. I lost the ability to earn the income I've used for 13 years to support Lindsay and our children. I don't know how we'll pay our financial obligations.

149. Both of the boys discussed the May 12 incident with David Kalergis, who is a mandated reporter, and he did not make any report about what was disclosed to him. AJM didn't even witness the incident. Regardless, Lindsay has not allowed me to see the kids for a month – I haven't even

¹¹⁶ See Affidavit of Plaintiff in Support of Request for Emergency/Expedited Hearing filed on May 31, 2023 at Ex. A.

¹¹⁷ Ex. AA.

been able to FaceTime. Lindsay admits this is not in the children's best interest and that they are not doing well.¹¹⁸

150. Lindsay told the children that I cannot see them because I have not agreed to any rules.¹¹⁹ I'm very concerned about what she's told them about why I haven't seen them.

151. This situation has deviated from any sense of reason and hurt me, Lindsay, our children, my staff, my clients, the firm's vendors, our families, or friends, and countless others. It makes no sense and it's unjust. Lindsay is perpetuating it because she wants to use it as leverage in this case.

Spoliation of Evidence

152. Lindsay is destroying evidence. She deleted events on our Shared Calendar on iCloud on May 20, 2023 and then deleted the calendar in its entirety on June 3, 2023.¹²⁰ She did this while I needed access to the Shared Calendar to set forth dates in this affidavit.

153. Lindsay also deleted emails on May 10, 2023, including emails (i) memorializing financial transactions between her and paramours, which were almost certainly for the purchase of illegal drugs; (ii) demonstrating her work efforts with the firm, or lack thereof; (iii) regarding the refinancing and purchase of the McCutchen house, and more that have not yet been processed.¹²¹

154. Lindsay has also refused to provide any documents, formally or informally, in response to discovery requests served upon her on December 5, 2022.¹²²

155. Lindsay told me she "accidentally" deleted text messages between her and Fowler.

156. Lindsay also intentionally used Snapchat (an ephemeral messaging app) and multiple Snapchat accounts to communicate in a way that is not recoverable.¹²³

157. Stephen Daniel Fowler, Jay Forino, and Karen Keys have all three failed to appropriately respond to subpoenas, which forced me to file a Motions to Compel and Rules to Show Cause against them that have not yet been heard.

¹¹⁸ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B, pg. 17.

¹¹⁹ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B, pg. 15:19.

¹²⁰ Ex. V.

¹²¹ See Affidavit of Sean Leonard filed contemporaneously herewith.

¹²² Ex. Q.

¹²³ See Ex. E, wherein Lindsay admits to moving certain text message conversations to Snapchat in an effort to avoid discovery.

Lindsay's Misconduct Post-Filing

158. Upon information and belief, Lindsay withdrew the cash value from her universal New York Life Insurance policy in an amount up to \$42,000 in December 2022. She did this over my objection and after the date of filing. She has refused to answer questions I've asked about it.

159. Lindsay refused to categorize her credit card charges on a law firm credit card or provide the statements so our accountant could prepare the tax return.

160. Lindsay entered the office after being asked not to on (i) September 21, 2022, (ii) November 9, 2022, (iii) November 28, 2022, (iv) December 3, 2022, (v) December 14, 2022, and (vi) April 20, 2023. She removed items of personal and client property. She accessed attorney-client privileged communications and work product. The office is marital property and there is no Order restraining her from accessing it – which is the exact same situation as McCutchen for me.

161. Lindsay withdrew sums of money from the law firm's operating account for her personal expenses after the date of filing, without notice, and over my repeated objections. At times, this significantly impacted the firm's finances. In total, Lindsay withdrew or otherwise accessed no less than \$23,000 of funds from my account or the law firm's operating account between September 1, 2022 to the January 30, 2023, when I was able to remove her as a signatory.

Other Allegations Expected by Lindsay

162. Lindsay says I have harassed her or engaged in adverse communications. I have, at times, said things out of anger or that I wish I hadn't, but I have not done this to the extent she has.¹²⁴

163. Lindsay claimed that I don't support her relationship with the children or denigrate her to them. This is false. I am constantly supporting her relationship with the children and building her up. I have even tried to equalize things between our households for the kids by buying things for the kids at her house: a bunk bed for AJM, a trampoline, little kid couches like the ones I got for my house, a football for CHM, etc. There's a painting of Lindsay and AJM in AJM's room at my house. I've invited Lindsay to numerous activities with the kids during my time.

¹²¹ See harassing text messages from Lindsay attached hereto as Exhibit SS.

164. Lindsay has also accused me of stealing from her. Lindsay deposited \$20,369.39 from her father's estate in our firm trust account on July 29, 2021. She subsequently transferred \$20,081.62 to our operating account on August 31, 2021, which she said was part of her distribution. We agreed to use those funds to carry firm expenses until we issued invoices for June and July 2021. In June 2022, almost a year later, right after we separated, she demanded I repay the funds from her father's estate to her. When I didn't, she accused me of stealing those funds and stealing them from the trust account. This is false.¹²⁵ Those funds were transferred, by her, to the operating account as a member contribution and commingled with our other marital funds. Lindsay was not working until November 2021 and I was paying all of the bills for both residences as well as her entire credit card balances, which were paid partially with those funds.

Relative Placement

165. My mother, Rebecca Walden ("Grammy"), and her husband, Dan Walden ("Papa"), have been extremely involved with the kids for their entire lives. Lindsay and I have routinely left the children with Grammy and Papa when we've traveled and they've been with the kids for at least four weeks every year the kids have been alive. If our children need to be with a family member instead of their parents, that person is my mother.

166. Lindsay has sent extremely harassing and abusive text messages to my mother and made threats directly to her as well.¹²⁶

Lindsay Intimidation and Threatening Behavior

167. As detailed herein, Lindsay is attempting to embarrass, threaten, and intimidate me in this case. She is impermissibly threatening and sustaining criminal prosecution with charges that are clearly inappropriate to gain an advantage in this case. Those charges also impact my ability to

¹²⁵ See text messages and Trust Statement for the Estate of Kenneth Foreback attached hereto as Exhibit TT. The firm's trust account is reconciled and being closed by the successor attorney and he is issuing a check for the remainder of those funds to the Estate of Kenneth Foreback in the amount of \$287.77 on or before June 16, 2023.

¹²⁶ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B, pg. 6:21-7:3.

practice law and earn an income to support our children and maintain the marital estate. Lindsay said she is filing something "that will guarantee that he is no longer a lawyer, guarantee it."¹²⁷

168. Lindsay is lying – this is perjury. She lied to law enforcement – that is a crime. She is deleting evidence intentionally. She is purposefully trying to embarrass me. She is threatening and trying to destroy me unless I acquiesce to her demands in this case. She is bringing up allegations wholly irrelevant to our children and me as a parent. This is all grossly inappropriate, impermissible, and criminal. It is Family Court litigation at its worst and I'm asking the Court to do whatever it can within its power to stop it. Her conduct is hurting our children and both of us.

Conclusion

169. What Lindsay is doing in this case is another example of her poor judgment. She is not well – she hasn't been well in a long time. I was patient and kind towards her. I hoped and trusted she would get better. I did everything I could to encourage that, but it didn't happen.

170. I didn't want to be here – in a contested custody case. I never wanted to say all of the things I've had to say about Lindsay in this affidavit. I care about her. I avoided this to the greatest extent of my ability, for years. She gave me no choice. Despite the repeated chances I gave her and her ongoing poor judgment, she seized upon four minutes of poor judgment on my part and sent our family's world into chaos and potential collapse.

171. Just yesterday, I received Lindsay's court ordered drug and alcohol test results. Lindsay tested positive for cannabinoids, specifically Carboxy-Delta-9-THC GC/MS, at a level higher than her original testing on October 18, 2022.¹²⁸ Clearly, based upon these most recent results, she is continuing to regularly use illicit drugs. Interestingly though, in her Affidavit in support of her emergency motion, Lindsay states that she "had not used cannabis since mi-September 2022," only began using "very sporadically after the first of the year mostly related to a bad menstrual cycle or pain."¹²⁹

¹²⁷ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B, pg. 8:2.

¹²⁸ See drug and alcohol test results attached hereto as Exhibit UU and Plaintiff's Affidavit in Support of Request for Emergency/Expedited Hearing at Ex. C.

¹²⁹ See Affidavit of Lindsay McGee filed June 6, 2023 at Para. 2 and 5.

172. I am asking that the Family Court allow me to return to the primary role in our children's lives that I have always played. I am also asking that the Court take all necessary steps to ensure the safety of the children when with Lindsay.

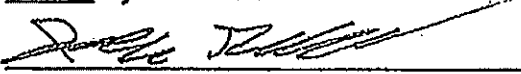
FURTHER AFFIANT SAYETH NAUGHT!



JUSTIN MCGEE

SWORN TO before me this

12th day of June 2023



NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 9/22/2032

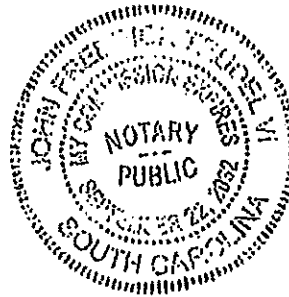


EXHIBIT C

**(Affidavit of Respondent in Opposition to the Amended Motion to Suppress filed on
September 29, 2023)**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY FAMILY COURT

Appellate Case No. 2023-001376

Justin McGee Respondent,

v.

Lindsay F. McGee.....Petitioner.

**Affidavit of Respondent Justin McGee
In Opposition to Petitioner's Amended Motion to Suppress**

I, Justin McGee, testify under penalty of perjury that:

1. I am over 18 years old and competent to testify to the matters set forth below.
2. I am the Respondent and testify from my own personal knowledge.
3. I have never, in any capacity or by any means, accessed, read, intercepted, heard, listened to, or otherwise reviewed or received any communications between the Petitioner ("Lindsay") and her lawyers in this action.
4. I have never, in any capacity or by any means, accessed Lindsay's Gmail account.
5. I have never intercepted any emails to or from Lindsay's Gmail account.
6. I have never, in any capacity or by any means, accessed, read, intercepted, or otherwise reviewed or received any drafts of Lindsay's affidavit for the Temporary Hearing.
7. I have never, in any capacity or by any means, accessed Lindsay's Bank of America account(s) or online account. I did not change and have not changed any notification setting for her Bank of America account(s).

8. I have not ever, in any capacity or by any means, accessed, read, intercepted, or otherwise reviewed or received any data on or from Lindsay's Apple or iCloud account.

9. I have never known or used Lindsay's Apple or iCloud password.

10. I have never "mirrored" any iPhone of Lindsay's and did not connect any device to her Apple account.

11. I have not been back to the house at 664 McCutchen Street ("McCutchen House") or even in that neighborhood since May 12, 2023.

12. I have not installed, placed, accessed, removed, used, deleted files from, watched or listened to footage from, or otherwise had anything to do with any camera at McCutchen House since the Summer of 2022.

13. I have never, in any capacity or by any means, impermissibly accessed, read, intercepted, or otherwise reviewed or received any text message between Lindsay and any third party to which I was not a party.

14. I have not ever, in any capacity or by any means, impermissibly accessed, intercepted, heard, listened to, or otherwise reviewed or received the content of any phone conversation between Lindsay and any third party, except those to which I was not a party or during which I was physically present.

Background

15. Lindsay and I were married on March 10, 2012, and have three children together.

16. Lindsay and I separated briefly from February 21, 2021, until early June 2021. From February 2021 to June 2021, Lindsay and I shared custody of the children. I had regular, almost daily, access to McCutchen House during this time. We were attending marital counseling and went on a family vacation in early June 2021, after which we reconciled, and I moved into

McCutchen House. From June 2021 to June 2022, Lindsay and I attended marital counseling, went on several trips together, both alone and as a family, went to concerts, and had "date nights," on which we hired babysitters and went out together.

17. We decided to purchase McCutchen House in March 2022 and we closed on that purchase in June 2022. We titled McCutchen House in Lindsay's name only, but the primary motivations for that were related to *ad valorem* taxes and school zones, not any intention that it be considered separate property.

18. We resided together at McCutchen House until early June 2022, when I started staying primarily at our other home, though I still spent several nights there, including specifically July 6 and July 30, 2022.

19. I began to suspect that Lindsay was having an affair and hired a private investigator on or about June 15, 2022. The private investigator, John Clayton, subsequently placed a GPS tracking device on Lindsay's vehicle.

20. John Clayton obtained dispositive evidence that Lindsay committed adultery on or about September 3, 2022, though I believe her adultery first occurred much earlier than that.

21. I have had significant concerns regarding Lindsay's mental health and substance abuse for years, but that escalated in November 2020. Those mental health and substance abuse issues have continued escalating to the present.¹

22. I filed the collateral divorce action in the Charleston County Family Court on October 20, 2023, though Lindsay and I continued to seek an amicable resolution.

23. I filed a Motion for Temporary Relief in the Family Court case on May 1, 2023.²

¹ See Affidavit of Justin McGee filed on June 20, 2023 for the Temporary Hearing in the Charleston County Family Court (exhibits excluded) attached as **Exhibit A**.

² See Motion for Temporary Relief filed on May 1, 2023, attached as **Exhibit B**.

24. I filed an Expedited Motion for Temporary Relief in the Family Court case on May 31, 2023.³

25. A Temporary Hearing occurred on June 13, 2023, and resulted in a Temporary Order giving me equal custody of the minor children.⁴

A. Lindsay's iPhone and Apple Account

26. I kept an older iPhone to use as a back-up and for the children for years. For the first half of 2021, I primarily used an iPhone 10 (an iPhone XS named "iPhone (3)" on my Apple account) and an older iPhone (named "Justin's iPhone" on my Apple account).

27. On August 3, 2021, the older iPhone ("Justin's iPhone") was left in a hot vehicle and the battery exploded. I informed Lindsay this occurred immediately when it happened.⁵

28. I bought an iPhone 12 Pro Max through my AT&T account and gave that phone to Lindsay for her birthday on or about August 29, 2021.⁶ She set up the iPhone 12 Pro Max on her AT&T account and with her Apple ID. She then gave me her former iPhone 8 Plus 128 GB (hereinafter "iPhone 8") to replace "Justin's iPhone" as my back-up, second iPhone. Lindsay deleted and performed a factory reset on this device prior to giving it to me.

29. On September 16, 2021, I connected the iPhone 8 (and the SIM card in it) to my AT&T account with the phone number 843-xxx-2853. At that time, I created a new Apple ID that

³ See Expedited Motion for Temporary Relief filed on May 31, 2023, attached as **Exhibit C**.

⁴ See Temporary Order filed on June 15, 2023 attached hereto as **Exhibit D**.

⁵ See text messages between Lindsay and I regarding the exploded phone attached hereto as **Exhibit E**.

⁶ It took longer than expected for the device to arrive at the AT&T Store and for us to pick it up. We finally got the iPhone 12 Pro Max on September 8, 2021, and Lindsay switched from the iPhone 8 to the iPhone 12 Pro Max on or about September 13, 2021.

was connected to my Apple ID through Family Sharing.⁷ I notified Lindsay of how I set up the iPhone 8 and provided her with the phone number, phone password, Apple ID, and Apple password for this device.⁸ I did this because Lindsay was often in possession of this device, even after September 2021, as it was used for the children.

30. The iPhone 8 has been continuously connected to the phone number 843-xxx-2853 on my AT&T account from September 16, 2021, to the present.⁹ The iPhone 8 has not been connected to Lindsay's older phone number (843-xxx-3367) since she activated the iPhone 12 Pro Max and connected the SIM card therein to that phone number on or about September 8, 2021.

31. Lindsay was and is aware that the iPhone 8 was connected to my AT&T account, to phone number 843-xxx-2853, and to the new Apple ID I created on September 16, 2021, because we communicated via phone calls, text messages, iMessages, and FaceTime through that iPhone 8 from September 2021 to November 2022.¹⁰

32. Since September 16, 2021, the iPhone 8 has only ever been connected to one Apple ID, the new one I set up that is connected to my Apple ID through Family Sharing.¹¹

33. As I understand it, I would have to know Lindsay's Apple password to connect any device to her Apple account. I have never known her Apple password. Also, as I understand it, connecting a new device to any Apple account requires a two-factor authentication, so Lindsay would have been made aware of any attempt to connect any device to her Apple account.

⁷ See screenshots of my Apple Family Sharing attached hereto as **Exhibit F**.

⁸ See text messages between Lindsay and I regarding the new account details and passwords for the iPhone 8 attached hereto as **Exhibit G**.

⁹ See AT&T records attached hereto as **Exhibit H**.

¹⁰ See AT&T usage records attached hereto as **Exhibit I**.

¹¹ See Ex. F.

34. Lindsay bought an iPhone 13 in September 2022, right after being caught committing adultery. As I understand from the documents and testimony provided in this case, Lindsay then set the iPhone 13 up through her AT&T account with a new phone number (843-xxx-2168) and an entirely new Apple ID (lindsay.f.mcgee@apple.com).

35. I did not ever have any access to Lindsay's iPhone 13.

36. This new phone number was never connected to any other device I had access to.

37. I have never known the password for any of Lindsay's Apple IDs, much less this new Apple ID completely disconnected from any of my emails or accounts.

38. I bought an iPhone 14 Pro Max on or about November 28, 2022, and connected that to my AT&T account as my primary phone.¹² At that point, I quit using the iPhone 8 and used only the new iPhone 14 Pro Max and the iPhone 10 as the backup.

39. Lindsay alleges that I used the iMazing software application to create a backup of the iPhone 8 that was connected to Lindsay's iCloud account. This is false. I used the iMazing software to create a backup of my iPhone 10 and iPhone 14 Pro Max.¹³

40. My actions during this time period have also been inconsistent with the allegation that I was intercepting her text messages. For example, in July, Lindsay produced text messages between her and her paramour that show Lindsay was consuming ecstasy and other substances she'd "never tried before" on May 6, 2022.¹⁴ At that time, I was trying to settle our case and was under the impression she was ceasing that sort of behavior because of the promises she made on

¹² See AT&T Purchase Agreement attached hereto as **Exhibit J**.

¹³ See screenshots of iMazing application, iPhone 10, and iPhone 14 Pro Max attached hereto as **Exhibit K**.

¹⁴ See text messages between Lindsay and her paramour that were produced by Lindsay attached hereto as **Exhibit L** at pg. 30-33.

April 29, 2023.¹⁵ My actions in in early May are inconsistent with the allegation that I was aware of these text messages.

B. Lindsay's Gmail Account

41. Lindsay alleges that I accessed her Gmail account (lmcgee9310@gmail.com) and suggests that this access was conducted by mirroring her iPhone. As established above, I did not mirror her iPhone or access her Apple account.

42. Lindsay claims the Google IP Logs attached to the motion support her claim. They do not. The Google IP Logs show that an iPhone using iOS 16.1 repeatedly accessed her Gmail account. In fact, the Google IP Logs show that this "unknown iPhone" using iOS 16.1 was the only device to access Lindsay's Gmail account from November 15, 2022 to February 16, 2023. Lindsay sent me numerous emails from her Gmail account during this time period, which suggests to me that she was accessing her Gmail account during the time the "unknown iPhone" was the only device accessing her Gmail.¹⁶

43. I can only assume that Lindsay was accessing her Gmail using her iPhone that was running iOS 16.1, and then updated her iPhone to iOS 16.5.1 the day iOS 16.5.1 was released. Put another way, I can only assume from the Google IP Logs that the "unknown iPhone" accessing Lindsay's Gmail account was likely her iPhone.

C. Lindsay's Bank of America Account

44. Lindsay opened a new bank account with Bank of America in November 2021 when she started working for NCGS so she could keep her income for herself.

¹⁵ See Ex. A at ¶¶43, 98-99, and 101.

¹⁶ See list of emails Lindsay sent to me from her Gmail account during this time period attached hereto as **Exhibit M**.

45. Lindsay alleges that I intruded into her Bank of America account, changed her notification settings to list her law firm email address, and accessed her accounts via her online account.

46. I did no such thing. I have never accessed her Bank of America account.

47. Considering that the “unidentified Apple iPhone” that accessed Lindsay’s Bank of America account on March 13, 2023, used valid credentials (online ID and passcode) and that I did not know and have never known either her online ID or passcode for her Bank of America account, this is further evidence that the subject “unidentified Apple iPhone” was Lindsay’s iPhone.

48. Lindsay alleges there was some intrusion from a device using internet service provided by Wow! and browsing on Google Chrome. Lindsay sent me a picture of her at a local coffee shop named High Fallutin’ using her laptop computer.¹⁷ In the picture she sent me, her laptop screen is clearly visible and she is using Google Chrome.

49. GPS data obtained from the private investigator also indicates that Lindsay was at High Fallutin’ during the alleged intrusions into her Bank of America account.¹⁸ I suspect that Wow! is the internet provider for the free wi-fi available at High Fallutin’.

50. Lindsay claims the iCloud back-up for the iPhone 8 given to me in September 2021 “contained this mobile banking application with the embedded credentials.”¹⁹ This is not true.

51. Lindsay gave me the iPhone 8 in September 2021, but did not open a Bank of America account until November 17, 2021,²⁰ so she could not have had any mobile banking

¹⁷ See picture of Lindsay at High Fallutin’ attached hereto as **Exhibit N**.

¹⁸ See excerpts from GPS tracking reports attached hereto as **Exhibit O**.

¹⁹ See Bumgarner Aff. at ¶27.

²⁰ See Motion to Suppress at ¶7.

application with embedded credentials on the iPhone 8 before giving that (factory reset) phone to me.

52. Lindsay represents that “she never registered her corporate email account address with Bank of America.”²¹ Lindsay directly contradicts this representation when she claims her law firm email address was the recovery address for Bank of America.²² Lindsay also admitted in response to Requests for Admission that she used her law firm email address with Bank of America when she obtained a car loan.

D. Arris Router Logs

53. Lindsay’s expert John Bumgarner (“Bumgarner”) states that he accessed the Smart Home Manager application and extracted the Arris Router Logs that are attached as Exhibit 9 to the motion on June 22, 2023.²³ However, the Arris Router Logs attached as Exhibit 9 cannot be the document extracted on June 22, 2023 because they reference devices purportedly connected to the wireless network as late as July 31, 2023.²⁴ No other versions of the Arris Router Logs have been produced by Lindsay during discovery despite my written requests for production served months ago.

54. Lindsay was asked to identify expert witnesses and to produce documents and evidence about those expert witnesses in discovery requests served on December 6, 2022. Lindsay first answered these interrogatories seven months later but failed to disclose Bumgarner as an expert witness. Lindsay did not list Bumgarner as an expert witness until August 25, 2023 (just

²¹ See Bumgarner Aff. at ¶65.

²² See Bumgarner Aff. at ¶63.

²³ See Motion to Suppress at 12, Bumgarner Aff. at 32-33. and 41.

²⁴ See Exhibit 9 as edited for demonstrative purposes attached hereto as **Exhibit P** at device #1.

two business days prior to filing this motion). Lindsay has not produced any documentation or evidence related to any expert witness in discovery and has not produced any other version of the Arris Router Logs.

55. The Arris Router Logs are completely inaccurate as set forth below:

- a. The Arris Router Logs indicate that a device named "madisens-Air" connected to the network on June 6, 2023.²⁵ This device belongs to a babysitter I hired in February 2022 named Madisen Lamp who babysat for us one time and has not been back to McCutchen since then.²⁶ Thus, the device named "madisens-Air" could not have connected to the network on June 6, 2023.
- b. The Arris Router Logs indicate that a device named "Daniels-IPad-2" connected to the network on June 24, 2023.²⁷ This device belongs to Dan Walden, and he was not even in the State of South Carolina on June 24, 2023.²⁸
- c. The Arris Router Logs indicate that a device named "Dans-iPhone" connected to the network on June 12, 2023.²⁹ This device belongs to Dan Walden and he was not even in the State of South Carolina on June 12, 2023.³⁰
- d. The Arris Router Logs indicate that a device named "Bonnies-MBP" connected to the network on July 18, 2023.³¹ I believe this device belongs to Bonnie

²⁵ See Ex. P at device #14.

²⁶ See Aff. of Madisen Lamp, attached to Respondent's Return.

²⁷ See Ex. P at device #24.

²⁸ See Aff. of Dan Walden, attached to Respondent's Return.

²⁹ See Ex. P at device #44.

³⁰ See Aff. of Dan Walden, attached to Respondent's Return.

³¹ See Ex. P at device #40.

Kwasnik who was a frequent babysitter in 2022 but, upon information and belief, has not been present at McCutchen House whatsoever in 2023.

- e. The Arris Router Logs indicate that two devices bearing the name "NCGS" connected to the network on June 19 and July 25, 2023.³² Lindsay was employed by NCGS, Inc. from November 2021 to July 2022 and returned her NCGS computer and electronics in late July or early August 2022. Thus, these devices could not have connected to the network nearly a year later on June 19 or July 25, 2023.
- f. The Arris Router Logs indicate that a device bearing the name "Charlies-iPad" connected to the network on June 28, 2023.³³ This is our oldest son's iPad and it has not been connected to that network since at least November 2022 because Lindsay would not allow it.³⁴
- g. The Arris Router Logs show that a device bearing the name "Iphone-10-X" connected to the network on July 21, 2023.³⁵ I am confident this device is my iPhone 10. I was with our children and nowhere near McCutchen on July 22, 2023.
- h. Lindsay alleges that I was in close proximity to McCutchen on July 8, 2023, because "Justin's iPhone" connected to her wireless network on that date according to the Arris Router Logs. "Justin's iPhone" was destroyed on August

³² Ex. P at devices #21 and #22.

³³ Ex. P at device #45.

³⁴ See screenshots of text messages with Lindsay regarding wi-fi on the children's iPads attached as **Exhibit Q**.

³⁵ Ex. P at device #45.

2, 2021, when the battery exploded and it has not been operational since then.

Also, I was home talking to my mother on the phone at the time Lindsay alleges

I was in close proximity to McCutchen on July 8, 2023.³⁶

56. Many of the allegations Lindsay makes are based upon the Arris Router Logs that are just simply factually inaccurate and unreliable.

E. Nanny Cameras

57. I have used video surveillance devices for security purposes since, at least, 2013. Lindsay was aware of my habit for using these devices for personal property protection and the safety of our family. I have used these video cameras in both of our homes (McCutchen House, and the house on Eddy Farm Road), in our office, and in our camper.

58. The property at Eddy Farm is rural and isolated. The house at Eddy Farm (where our family resided prior to McCutchen and where I now reside) is raised due to the flood elevation and the first floor sits approximately twelve feet above ground level. The space underneath the home is used as storage and outdoor living space. There are no doors and no means of locking the area underneath the house or securing the personal property stored there. I bought and used cameras for security and to prevent theft.

59. From 2020 to 2022 the camper was parked near the house at Eddy Farm and connected to utilities. It was not locked. I used cameras to secure the camper as well.

60. I used cameras at my office for security as well.

³⁶ Ex. P at device #18.

61. I used nanny cameras at McCutchen House. I did so while I was living there for security and to ensure the safety of the children for the reasons set forth in my affidavit that was submitted at the Temporary Hearing.³⁸

62. Lindsay claims that there were operational cameras at McCutchen House after I no longer had access. This is false. I removed the cameras from McCutchen House over the Summer of 2022 as I was moving and removing my belongings.

63. There was one camera, specifically the one identified in the motion, that I inadvertently left on a shelf in the garage. It was not plugged in or connected to the network, so it could not capture video.

64. That camera model was not and is not capable of capturing audio.

65. The SCS subpoena response Lindsay received was not complete. I bought four SCS outlet cameras from Amazon in July 2021 and these cameras did and do not have the ability to capture audio.³⁹ These purchases were not included in SCS subpoena response. The camera that I left in the garage was one that I bought from Amazon in July 2021.

66. Again, the camera I mistakenly left in the garage when I moved from McCutchen House could not receive, send, or record audio.

67. These outlet cameras worked as functional outlet extenders. To function as a camera, the device must be plugged into an outlet. Once plugged in, the device broadcasts a local wireless signal. To connect the camera to a viewing device, that device must be near the camera, connect to the local wireless signal broadcast by it, and use the IoT Living application to connect the application to the camera. After that is accomplished, the user can connect the camera to a

³⁸ Ex. A at ¶15-23, 24 at subparts (a), (k), (l), (m), 25-31, 34, 37-38, 45-46, and 48-49.

³⁹ See Amazon Order details and product description attached hereto as **Exhibit R**.

wireless network through the application and once connected to a wireless internet network, view recordings captured by the camera remotely. The default camera setting is to record in one-minute intervals activated when and if motion is detected.

68. If the device is unplugged or otherwise loses power, the user must repeat the process of connecting the device to application and then to a wireless network to access the device or recording remotely.

69. If the device is unplugged or otherwise loses power, it will resume recording using the default settings upon power being restored, but the user must repeat the process of connecting the device to the application and then to a wireless network to access the device or recording remotely. This is important because that camera was not plugged in (and thus not connected to the IoT application, any viewing device, or to the wireless network). It appears, based upon the information provided in and with the motion, that someone (presumably Lindsay) plugged that camera into an outlet on October 9, 2022.⁴¹

70. The power went out at McCutchen House several times since the Summer 2022, most notably the home lost power for three days during and after Hurricane Ian (September 29 – October 1, 2022).⁴² This loss of power would have disconnected the camera inadvertently left in the garage if it were plugged in and connected, which it was not.

71. Lindsay also claims that there was a gap in recordings from December 24, 2022, to April 30, 2023, that was caused by someone accessing the device and selectively deleting data for this time period. This theory is not possible. Within the IoT Living application, with respect to stored videos, the only option available to delete videos is to format the SD card (and thus delete

⁴¹ See Bumgarner Aff. at ¶38.

⁴² See text messages with Lindsay regarding loss of power attached hereto as **Exhibit S**.

all videos). There is no option or ability to selectively delete recorded videos. Because the device contained video from October 9, 2022, I assume the “gap in recordings” referenced in the motion was due to the device not being plugged in, and therefore not recording, during that time period.

72. I did not remotely access any camera in McCutchen after the Summer 2022. I could not have remotely accessed any device at McCutchen after the Fall 2022 because Lindsay changed the password to her wireless router. I know that because the children’s iPads stopped connecting to wi-fi at McCutchen House and Lindsay informed me that she changed the password.⁴³

73. The soundbar camera referenced in Bumgarner’s affidavit was purchased for the area underneath the house at Eddy Farm to replace the existing soundbar.⁴⁴ This device remains new in the box and was never at McCutchen House.

74. The other purchase from knowyournanny.com referenced in Bumgarner’s affidavit was intended to be used in my office but was returned due to poor quality.⁴⁵

75. Lindsay claims to have delivered the camera discovered on June 22, 2023 to Steve Abrams on July 24, 2023 (a month later).⁴⁶ Bumgarner also states that the camera contained videos up to July 22, 2023, meaning the device was left plugged in and recording for more than a month after Lindsay claims to have discovered it.⁴⁷

⁴³ Ex. Q.

⁴⁴ See Bumgarner Aff. at ¶50 and images attached hereto as **Exhibit T**. The home at Eddy Farm has raised outlets that are should height or higher and the cameras with downward lens angle were purchased for these raised outlets. McCutchen House does not have raised outlets.

⁴⁵ See return request emails attached hereto as **Exhibit U**.

⁴⁶ See Motion to Suppress at ¶13 and Bumgarner Aff. at ¶38.

⁴⁷ See Motion to Suppress at ¶13 and Bumgarner Aff. at ¶38.

76. Lindsay' produced text messages between her and third parties in response to a subpoena in a different case, including a text message she sent on September 8, 2022 wherein she states, "Just tested the spy/camera thing."⁴⁹ I believe this text message is referencing the camera that Lindsay found in the garage and establishes that Lindsay knew about it and possessed it for more than a year prior to filing this motion.⁵⁰

77. I am not certain what evidence Lindsay is seeking to suppress and it has not been clearly defined. I do not have any recordings from McCutchen House. To the extent such recordings exist, they would be contained on the SD card of the camera. The IoT Living application only serves as a gateway to the SD card and does not maintain copies of any recordings.

78. There are only two ways to access the recordings on the SD card: (i) by having possession of the device (and I do not) or (ii) accessing the SDS card remotely through the IoT Living application if the camera is connected to the internet (and, as far as I know, the camera is not has not been connected to the internet since sometime during the early Summer 2022, at the latest). According to the information set forth in Lindsay's submissions, any recordings I would have had access to have long since been overwritten and do not exist.

F. Lindsay's Law Firm Email Account

79. Lindsay and I were both global administrators of the firm's Microsoft SharePoint and Exchange.

⁴⁹ See excerpt of text messages produced by Lindsay in response to a subpoena served upon her in the Keys v. Keys matter attached hereto as **Exhibit V**.

⁵⁰ Lindsay also told me that she had moved the outlet camera to locations other than the garage within McCutchen House, including to the bathroom, but I don't have any personal knowledge of that.

80. Lindsay also maintained a personal email account (lindsayforeback@gmail.com) and the creation of this email account predated my knowing Lindsay and it still exists.

81. Lindsay quit working for the firm in any significant manner in January 2021 and was unemployed until she began working for NCGS in November 2021.⁵¹ Lindsay used her firm email address during this time period to communicate with the firm's third-party bookkeeper and handle some accounts payable.

82. According to Lindsay, she also created a second personal email account in January 2021 (lmcgee9310@gmail.com) and this corresponds with when she quit working for the firm.

83. Lindsay terminated her employment with NCGS in July 2022 and has been unemployed ever since. Lindsay and I discussed her doing contract work for the firm several times from July 2022 to May 2023, but Lindsay did not actually do any work for the firm again until May 10, 2023. Lindsay requested that her law firm email account password be reset on May 10, 2023, when she agreed to perform services as an independent contractor, and I reset the password for her.

84. Lindsay previously stated that I "revoked [her] access to the McGee Law Firm email domain on or about June 4, 2022" and she then started using her Gmail account exclusively.⁵² Lindsay subsequently authenticated numerous emails she sent from her law firm account between

⁵¹ Lindsay continued to receive W2 wages from the firm from January 2021 to January 2022, despite only handling payroll and making deposits and not actively working for the firm, and those wages were deposited into the parties' joint checking account.

⁵² See Defendant's Motion to Compel Compliance by a Non-Party to a Subpoena Duces Tecum filed on July 10, 2023, attached hereto as **Exhibit W** at ¶1.

June 4, 2022, and October 21, 2022. Lindsay now claims that I terminated her access to the law firm email account “on or about November 1, 2022.” This is not true either.⁵³

85. The firm’s email accounts were set up through Microsoft Exchange and several of the email accounts were shared accounts or linked to each other. Lindsay was absolutely aware that we, as global administrators, could view the other email accounts on our Microsoft Exchange and Lindsay’s email account was set up to view other email accounts in the firm.⁵⁴

86. I also provided Lindsay with my Microsoft password in a text message, which gave her complete and unfettered access to my Microsoft account, including all of my email and all permissions and roles assigned to be within Microsoft, and the ability to reset her own password.⁵⁵

87. Lindsay was also very aware that I could and had accessed her email account prior to May 10, 2023. As one example, I accessed her firm email account to send a CLE compliance form to the South Carolina Bar on April 8, 2022, in order to prevent her being placed on an administrative suspension and she and I texted about it.⁵⁶

88. That account also received emails related to the firm’s accounts payable, including for shredding and internet service, and the firm website domain name and registration, as well as possible new client communications.

⁵³ See a list of emails Lindsay sent from her law firm email account after November 1, 2022, attached hereto as **Exhibit X**.

⁵⁴ See text messages between Lindsay and I from February 23, 2021, wherein she requests that the link between other email accounts and hers on the Exchange be severed attached hereto as **Exhibit Y**. Lindsay had the ability to sever this link herself as the global administrator, but frequently asked me to perform such tasks, typically because she could not remember her password.

⁵⁵ See text messages between Lindsay and I wherein I provide my Microsoft password attached hereto as **Exhibit Z**. I changed my Microsoft password after May 10, 2023.

⁵⁶ See text messages between Lindsay and I regarding the CLE compliance form attached hereto as **Exhibit AA**.

89. Lindsay claims she “deleted thousands of mostly junk and spam emails” from her firm email account on May 10, 2023. This is not true – she deleted 39,000 emails (her entire Inbox) ranging from 2012 to 2023. The deleted emails included emails: (i) to and from clients, (ii) of internal client-related communications, (iii) communications with opposing counsel, (iv) billing records, (v) communications regarding the firm’s PPP and EIDL loans, and (vi) communications with tax preparers and tax documents and records, emails.

90. I immediately attempt to block the deletion of these emails when I discovered this on May 10, 2023, and initiated a litigation hold. I attempted to restore the deleted emails through Microsoft Exchange, but there were so many that my computer bogged down.

91. These deleted emails have been quarantined by Forvis, but Lindsay now takes the position that these emails cannot be accessed because doing so would be illegal.

92. If I could access these emails, I would be able to show that Lindsay’s representation that the deleted emails were “mostly junk and spam” is false. I would also be able to establish that Bank of America has been sending Lindsay emails to her law firm email account since, at least, October 2022.

93. Regardless, I had a duty to preserve the emails Lindsay deleted as a lawyer, as a business owner, and as a taxpayer and my accessing of an email account on the firm’s exchange, belonging to a terminated employee, who impermissibly deleted emails that were and are essential to the business was not illegal or inappropriate.

G. Unexplained Knowledge

94. I did not obtain any evidence or *any* information leading to any evidence from any electronic espionage, illicit access of any account or data of Lindsay, or any video or audio surveillance. All of the information and evidence obtained and presented to the Family Court, or

that will be presented to the Family Court in the future, was derived from my personal knowledge from permissible sources or independent sources.

95. For example, I obtained information via the use of a licensed private investigator who submitted an affidavit for the Temporary Hearing in this case.⁵⁸ I also obtained an affidavit and private investigator report filed in a different Family Court case.⁵⁹

96. In addition to my responses herein, I specifically and emphatically deny the allegations Lindsay's affidavit, specifically those in Paragraphs 1, 3, 7, 10, 12, 14, 15, and 17-18 and the evidence dispositively proving these allegations are false is voluminous. However, these allegations are not directly related to the issues before this Court in the Motion to Suppress and I am reserving my response to these allegations for the Family Court. To the extent this Court desires a response to these allegations, I will gladly supplement this affidavit and provide such evidence.

97. This motion is not well-rooted in fact or law and between Lindsay and I we have spent well over \$100,000.00 litigating this issue and it has almost nothing to do with the underlying issues of custody, divorce, and the division of our martial estate.

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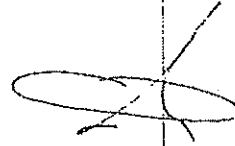
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⁵⁸ See Affidavit of John Clayton filed on June 20, 2023, attached hereto as **Exhibit BB**.

⁵⁹ See Affidavit of John Clayton filed in the Keys v. Keys matter then pending in Charleston County Family Court attached hereto as **Exhibit CC**.



Signature

Sworn and subscribed to before me
on 29 September, 2023

Justin McGee

Notary Public for South Carolina

Print: Teresa H Postell

My Commission Expires: May 4, 2032



EXHIBIT D

**(Affidavit of Respondent in Opposition to the Amended Motion to Suppress filed on
September 29, 2023)**

BINDING STIPULATION

Parties: Lindsay F. McGee (Wife)
Justin M. McGee (Husband)

Re: Stipulation for Anticipated Divorce Action

WHEREAS the parties anticipate the filing of a divorce action in Charleston County, South Carolina and do hereby stipulate as follows:

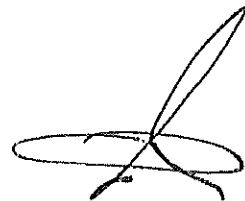
1. That Husband admits to having been unfaithful during the parties' marriage.
2. That Husband's unfaithfulness to the marriage arose to the level of adultery.
3. That Husband accepts fault for causing the breakdown of the marriage.
4. That Wife is entitled to a divorce from Husband on the statutory fault ground of adultery.
5. That the parties separated residences on or about February 21, 2021 and have not resumed the marital relationship or reconciled their marriage since that time, despite having spent the night under the same roof since during this period.
6. That the parties' conduct in spending the night under the same roof during this period of separation was for the purpose of providing continuity for the parties' minor children and not to effect any reconciliation.
7. That the parties believe their conduct during their separation of the last approximately sixteen months did not and does not constitute cohabitation and, thus, meets the criteria set forth in S.C. Code §20-3-10(5).

The parties, who are each licensed attorneys in the State of South Carolina with extensive experience practicing in the area of Family Law and are each representing themselves in this

matter, agree that this stipulation shall be and is binding pursuant to Rule 43(k) of the South Carolina Rules of Civil Procedure.

AND IT IS SO STIPULATED.

Lindsay F. McGee



Justin M. McGee

June 6, 2022

EXHIBIT E

(Text Message dated August 19, 2021)

It's your choice and you don't owe me anything. I just see you struggling and know it isn't about me, or the firm, and that there is a way to feel better.

Aug 19, 2021 1:28:24 PM

You don't ever have to reconcile with me. That's your choice. I'm not pressuring for that either way. I just care about you and, for your sake, want you to be happy.

Aug 19, 2021 1:29:26 PM

I am going to pick up my Rx's and then coming to the house to help/relieve you. If you don't want that, tell me now.

Aug 19, 2021 1:30:29 PM

I agree with it.

I'm in constant fight or flight around YOU.

When we weren't living together, I felt like myself again. I was happy, motivated ...

Since you've been staying here I've slowly gone back to where I was. Always on guard. In survival mode. Frozen.

I'm not saying it's you but it is our dynamic. It's no secret that I don't trust you. It's very difficult to have you here. We have too much history that cannot easily be forgotten.

Aug 19, 2021 1:30:46 PM

Would it make sense for you to pick up CHM on your way here? I'm about to load up HMM if not.

Aug 19, 2021 1:45:33 PM

I can come get HMM and take him to go get CHM?

Aug 19, 2021 1:46:19 PM

If not that, I can pick CHM up. I just know HMM wanted to be a part of that.

Aug 19, 2021 1:46:38 PM

He really just wanted CHM to be home. No pick him up. He won't go pee for me at the moment.

Aug 19, 2021 1:47:11 PM

EXHIBIT F

(Text Message dated August 31, 2021)

Thank you for reaching out about this. I've really been torn up about it and our interaction this morning. It's been hard to concentrate and I feel really nauseous.

I hate the constant anxiety I have been feeling the last few weeks. When you update me frequently about your anxiety towards me, it triggers my codependent tendencies. I've been trying so hard to set boundaries with you and not be codependent in trying to fix your anxiety.

We have worked well to co-exist and coparent under the same roof.

I have not been open to reconcile until trust can be restored. I'm

Sorry Justin but I am simply no longer willing to discuss any form of reconciliation of our marriage.

You absolutely deserve more than you've been given these last few weeks. I am in no way trying to do the things one needs for an intimate relationship.

Our relationship needs to be about coparenting. I beg you to work cooperatively with me to this end.

Aug 31, 2021 2:29:40 PM

You really truly deserve more than I can give you. I want nothing more than to continue what we've been doing - being friends and coparenting our children.

To that end, I'm willing to discuss any and all options that make sense for how we move forward.

Aug 31, 2021 2:38:26 PM

This is so hard. I see you and it seems like you feel so overwhelmed and drained at the same time. I understand how it feels like I am dumping my anxiety on you and you're feeling compelled to "fix it" and how that just piles it all on top. I also relate to what you said about having felt relief when you weren't around me - that makes sense because our closest relationships carry with them the most triggers.

Please remember that my anxiety really has nothing to do with you. Again, it has absolutely nothing to do with you - it's about my own feelings about myself and my distorted perceptions and thoughts. You couldn't fix it if you wanted to - you tried that for years and it didn't work. If you really let yourself accept that, it might bring you some relief and allow you to realize you can't fix it because it's not your fault. But, I'm going to stop telling you about it because it isn't being received well.

You seem very focused on the question of whether we reconcile. Where is that coming from? Are you perceiving pressure from me? Do you feel like somehow you're doing something wrong? Or that someone else thinks you're doing something wrong? Is there a reason we need to address the question of reconciliation right now? Why do you feel like that's an issue we need to resolve quickly? Is your feeling this way a new development that means we need to immediately change our arrangement? Or not?

I also hear you focusing on sex and intimacy. Are you feeling pressure about that from me or from somewhere else? I can imagine that my accessing the sex toy box triggered some of that - it's me invading a private area that is sex-related. Do you think that has something to do with you bringing up sex and intimacy?

Aug 31, 2021 3:15:41 PM

I do feel "horny" at times (and I'd bet you do too if you're honest with yourself), but that isn't something for you to solve and isn't a pressing issue for me. I am absolutely not trying to have sex with you and I hope you can see that? Do you feel guilty somehow about us not having sex?

I ask these questions because I am genuinely curious. From my point of view, reconciliation and sexual intimacy are not pressing issues. I am willing to listen and talk with you about anything, but I'm just not sure the impetus of these conversations recently.

It's not my role to provide guidance or tell you what you should do. I'm not your parent. I'm not a therapist. But, reading Chapter 18 of the Letting Go book really helps me when I am struggling with

EXHIBIT G

(Text Message dated September 25, 2021)

Thai Elephants Restaurant Delivery
_Takeout | 915 Folly Road
Charleston | Menu _Prices |
doordash.com



Sep 25, 2021 5:20:51 PM

Check out Alvin Ord's Sandwich Shop on
DoorDash!

Sep 25, 2021 5:31:01 PM

Alvin Ord's Sandwich Shop
Delivery _Takeout | 2875 Ashley
River Road Charleston | Menu _
doordash.com



Sep 25, 2021 5:34:05 PM

Check out Page's Okra Grill on DoorDash!

Sep 25, 2021 5:36:37 PM

Page's Okra Grill Delivery _Takeout
| 302 Coleman Boulevard Mount
Pleasant | Menu _Prices | DoorDash
doordash.com



Sep 25, 2021 5:36:39 PM

Check out Graze Restaurant on DoorDash!

Sep 25, 2021 5:37:59 PM

Graze Restaurant Delivery _Takeout
| 863 Houston Northcutt Boulevard
Mount Pleasant | Menu _Prices |
doordash.com



Sep 25, 2021 5:37:00 PM

Check out East Bay Deli on DoorDash!

Sep 25, 2021 5:40:02 PM

East Bay Deli Delivery _Takeout |
858 Savannah Highway Charleston
| Menu _Prices | DoorDash
doordash.com



Sep 25, 2021 5:40:23 PM

Clemson lost. 



Sep 25, 2021 7:42:38 PM

Can I take a shower?



Sep 25, 2021 7:42:37 PM

EXHIBIT H
(Text Message dated March 11, 2022)

I didn't mean to seem like I was uninterested in talking earlier or dismissive in any way. I just wasn't read. I've had a lot of time to reflect today and analyze myself. You were very clear with me today and what you said made sense. Your feelings were absolutely valid.

I was a shitty husband, despite being given chance after chance to recognize a problem and make serious self-improvement. I betrayed you. I lost your trust. I sought attention from other females trying to calm my feelings of abandonment and self-worthlessness. I tried to over-empower myself in our relationship to compensate for my own lack of self-worth. I relied upon chauvinistic dogma to inflate my importance in the marriage because internally I felt worthless. I engaged in manipulative, hurtful, and abusive protest behavior whenever you wouldn't or couldn't calm my inner turmoil. I pursued building an estate in the country trying to cure old inner wounds about the family and home I felt ousted from. I was always pursuing some new toy or truck to distract me from my issues. Everything I did was an effort to soothe those old wounds that I wouldn't even really acknowledge were there. I treated you like a pawn in my pursuit of some vague vision or circumstance that would finally make me happy. I even blamed you and claimed you were somehow the cause of my unhappiness.

I've also been a shitty co-parent. I exude yuckiness with that obsessive need to try to influence you to do what I want you to do (reconcile, stay together, be in love with me, etc.). I'm smothering - I can see myself doing that still. It has to feel terrible to be on the receiving side of that.



All these things are true. You're not crazy and you never were. I don't know that I've ever been as honest with myself as I have been this last year and I hope me saying all of this so bluntly provides you some validation and peace. I've apologized before, but I need to say it again: I'm sorry. I was selfish. I was unkind. I was lost. I was a fucking shitty husband. Period.

You gave me a lot of chances. Your commitment to me over the years is nothing short of admirable - evidence of your love and forgiveness. Seriously, you must have loved me a lot to endure what you did for as long as you did. You're right about another thing: you don't owe me anything (you really never did, but definitely don't considering my actions).

I'm embarrassed that it took so long for me to even recognize where I was stuck. I've been really working on me for just over a year and I'm growing,

just not as fast as I'd like. I still make stupid, stupid mistakes.

You were spot on in your text earlier about me - I do create tensions and situations and then I bring them to you like a cat with a dead bird in its mouth. The cat is looking for approval and the parent is disgusted by the dead body and annoyed. I didn't recognize that until after you called it out. I wasn't doing it consciously, but it's like I tried to make that client an issue and then fix the issue and then seek approval for fixing it from you. It never needed to be an issue in the first place and I created turmoil for no reason.

Mar 11 2022 11:22:24 PM

I sought out someone to marry who would trigger all of my childhood wounds. I also picked one who has the ability to really see me and help. You being brutally honest with me helps me. I'm done trying to defend myself because you're right and you've been right so many times.

But, my only "cause" (from your text) is to improve myself as much as possible and be the best human being I possibly can be, not just to convince you to stay married. It's not a small undertaking for me (I think you can acknowledge that), but it's an important one (for me, for our kids, and for you).

I hope you can also recognize the progress I've made. I am facing an extremely challenging situation given my issues and I can see my growth and improvement. I am facing this challenge with courage, expressing love, and being selfless. I am legitimately changing who I am and how I view the world. I'm nowhere even close to where I want to be though and that's why reconciliation isn't a possibility right now.

Neither of us wants to go back to the way our marriage was. Neither of us is anywhere even close to being ready to be in a healthy relationship. I don't want you to get "sucked back in" to our marriage. That isn't what I want in the long term and just sounds like more of the same. Maybe we even agree on this?

You couldn't and shouldn't reconcile with me unless and until I am secure with myself. I expect to get there, but I have a long way to go. You've also said you need a lot of time to address your goals for growth and expect that could take years. So, I don't see any reason for me to be talking about or even considering reconciliation (and definitely shouldn't be trying to persuade you to). I need to stop this - I know that.

*

If I could wave a magic wand right now, I'd immediately stop thinking about, talking about, and wanting a reconciliation. On the other hand, you'd stop thinking about, talking about, and wanting a

EXHIBIT I
(Text Message dated June 8, 2022)

Demetri started his own firm and Amber is working for him. 🤔



Jan 8, 2022 9:49:44 AM

Tap to Download

546106178-C...gif

Jan 8, 2022 9:52:00 AM

Omigod like I'm not even mad I'm so funny

Jan 8, 2022 9:52:17 AM

Tap to Download

Imp.gif

Jan 8, 2022 9:53:22 AM

That's going to be a disaster.

Jan 8, 2022 9:53:44 AM

What happened with Caroline? Do I need to do anything?

Jan 8, 2022 1:35:57 PM

Give me a call when you can

Jan 8, 2022 1:50:13 PM

I'm sorry you are hurt. I hope this will not change how we proceed - amicably.

I went on a dating site. I looked at men's profiles. I'm not talking or meeting with anyone. In fact I turned it off on Sunday. (Like deactivate - not delete).

If your friend your friend saw me after Sunday please let me know if you will be that's not my intention.

I'm not happy you are hurting but if this situation shows what I really want (the same thing I've verbally said for 1.5 years - a divorce) then I'm glad it's happening. You need to know I'm serious. Serious about divorce. Serious about moving on with my life.

Jan 8, 2022 5:00:10 PM

EXHIBIT J

(Respondent's April 2021 Mastercard #4185 statement)



JUSTIN M MCGEE

Account Number: XXXX XXXX XXXX 4185

Billing Questions:

800-854-7642

Website:

www.24-7cardaccess.com

Send Billing Inquiries To:

PO Box 2988, Omaha, NE 68103-2988

EVERYWHERE CARD Credit Card Account Statement
March 11, 2021 to April 9, 2021**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	\$2,809.09
- Payments	\$7,109.09
- Other Credits	\$0.00
+ Purchases	\$5,923.82
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,623.82

Account Number XXXX XXXX XXXX 4185
 Credit Limit \$5,000.00
 Available Credit \$3,290.00
 Statement Closing Date April 9, 2021
 Days in Billing Cycle 30

PAYMENT INFORMATION

New Balance: \$1,623.82
 Minimum Payment Due: \$81.00
 Payment Due Date: May 4, 2021

MESSAGES

Mastercard is excited to bring you new and enhanced cardholder benefits. To learn more, please visit your local branch, or go to www.mastercard.us.

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/14	03/14	85421202A00XVAMS8	PAYMENT - THANK YOU	\$3,909.09-
04/09	04/09	85421203300XVJ9YS	PAYMENT - THANK YOU	\$3,200.00-
03/11	03/11	554295026RTPYK8QS	PAYPAL *CAREYCOONIS 4029357733 CA	\$1,100.00
03/12	03/12	85353392736W2TFZW	PAYPAL *WETRANSFER 35314369001 NL	\$12.00
03/13	03/13	554295029RTW23EY4	PAYPAL *MAKESTICKER 8003472744 IL	\$445.83
03/14	03/14	5543286295V1H09SP	SQ *BAGEL NATION CHARLESTON SC	\$6.00

Transactions continued on next page

NOTICE: See reverse side of page 1 for important information.

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PAGE 1 of 2

1 0 1485 2000 BP1R 01AB5106

EVERYWHERE CARD
 PO BOX 723847
 ATLANTA GA 31139-0847



Account Number: XXXX XXXX XXXX 4185

New Balance: \$1,623.82

Minimum Payment Due: \$81.00

Payment Due Date: May 4, 2021

Please complete and enclose the bottom portion for proper credit.

Amount Enclosed: \$

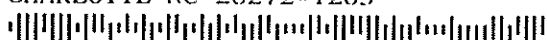


Indicate name or address change on reverse side and check here.

Payments received at other than the address shown on the front of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

Make Check Payable to:

CARD SERVICES CENTER
 PO BOX 71205
 CHARLOTTE NC 28272-1205



JUSTIN M MCGEE
 125A WAPPOO CREEK DR STE A
 CHARLESTON SC 29412



559496201009418500008100001623824

MSCM 001521



JUSTIN M MCGEE

Account Number: XXXX XXXX XXXX 4185

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/14	03/14	5543286295V3MSWN2	LOWES #00661* CHARLESTON SC	\$73.47
03/14	03/14	05314612A0091BN74	AZUL MEXICAN RESTAURAN CHARLESTON SC	\$71.60
03/14	03/14	02305372A00DA56F1	SPEEDWAY 02839 JOHNS ISLAND SC	\$100.00
03/14	03/14	02305372A00DA56HL	SPEEDWAY 02839 JOHNS ISLAND SC	\$1.01
03/15	03/15	55429502ARTY3REEA	PAYPAL *HAUTELOOKIN 4029357733 CA	\$41.33
03/15	03/15	55546502BBM67KA6J	IN & OUT CAR WASH CHARLESTON SC	\$26.00
03/15	03/15	65125962B00005T5K	W8TECH* 775-450-4856 NV	\$99.99
03/16	03/16	55429502BRTZXG4D3	PAYPAL *SPERRY 8002476575 MI	\$103.50
03/16	03/16	55429502BRTZZBXZX	PAYPAL *MAKESTICKER 8003472744 IL	\$74.05
03/17	03/17	55417342DTAZ1QBAG	AMERICAN 00175981573832 SEATTLE WA	\$191.70
			WALDEN/REBECCA	
		06/04/21 1	MINNEAPOLIS CHARLOTTE	
		06/04/21 2	CHARLOTTE CHARLESTON	
03/17	03/17	55429502DRS2HYV35	PAYPAL *TOMSCOM 4029357733 CA	\$43.53
03/17	03/17	55432862D5V5WYYBH	UNITED 01675981381351 800-932-2732 TX	\$144.20
			WALDEN/REBECCA RUTH	
		06/14/21 1	CHARLESTON CHICAGO	
		06/14/21 2	CHICAGO MINNEAPOLIS	
03/17	03/17	55432862Q5SX3ERH5	ORBITZ*72073622141291 ORBITZ.COM WA	\$2.71
03/17	03/17	72700692QS66FM7ZY	MAFFETT DENTAL CARE CHARLESTON SC	\$116.00
03/18	03/18	55432862D5V3561VT	MAKESTICKERS.COM 708-532-8244 IL	\$2,058.25
03/20	03/20	55429502FRS81D2EK	PAYPAL *LYERLY063 4029357733 CA	\$103.20
03/20	03/20	55432862F5SNH2TLM	RAO*CHARLESTON COUNTY 888-773-8450 TX	\$72.26
03/21	03/21	55432862G5SZ7S2A8	RAO*CHARLESTON COUNTY 888-773-8450 TX	\$67.26
03/23	03/23	55429502JRSQGQFK3	PAYPAL *PATAGONIA 3035213221 CA	\$49.05
03/23	03/23	55429502JRSQPMFL	PAYPAL *PATAGONIA 3035213221 CA	\$63.22
03/24	03/24	55429502KRTG41LWM	PAYPAL *MACKENZIERE18 4029357733 CA	\$206.10
03/25	03/25	55429502LRTHTPFAZ	PAYPAL *POTTERYBARN 4029357733 CA	\$597.32
03/29	03/29	55429502RRRTREM0EF	PAYPAL *INVISASOX 8008910583 FL	\$54.24

\$1,623.82 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED
AS YOUR AUTOMATIC PAYMENT ON 05/04/21.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.49% (v)	\$0.00	30	\$0.00
Cash Advances	17.99% (v)	\$0.00	30	\$0.00

(v) - variable

You can avoid additional interest on purchases by paying the New Balance in full by the payment due date. Payments received at other than the address shown on the front of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt. Payments and credits are effective as of the post date shown on this statement.

Are you making your payment through an online Bill Pay service? Look for the Payee "Card Assets" for faster delivery of your payment.

For more information about your account, please contact us at: 1-800-854-7642
to speak to a live representative (24 hours/7 days).

NOTICE: See reverse side of page 1 for important information.

EXHIBIT K

(Respondent's May 2023 Mastercard #4185 statement)



JUSTIN M MCGEE
Account Number: XXXX XXXX XXXX 4185

Billing Questions:
800-854-7642

Website:
www.24-7cardaccess.com

Send Billing Inquiries To:
P.O. Box 31112, Tampa, FL 33631-3112

EVERYWHERE Credit Card Account Statement
May 11, 2023 to June 9, 2023

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$324.48
- Payments	\$324.48
- Other Credits	\$0.00
+ Purchases	\$424.87
+ Cash Advances	\$0.00
+ Fees Charged	\$0.28
+ Interest Charged	\$0.00
= New Balance	\$424.87

Account Number XXXX XXXX XXXX 4185
Credit Limit \$5,000.00
Available Credit \$4,484.00
Statement Closing Date June 9, 2023
Days in Billing Cycle 30

PAYMENT INFORMATION

New Balance: \$424.87
Minimum Payment Due: \$25.00
Payment Due Date: July 4, 2023

MESSAGES

For legal and bankruptcy notifications please send all correspondence to Card Assets at 200 Chastain Center Blvd NW, Suite 200 Kennesaw, GA 30144.

Mastercard is excited to bring you new and enhanced cardholder benefits. To learn more, please visit your local branch, or go to www.mastercard.us.

NOTICE: See reverse side of page 1 for important information.

5106 JRH 001 7 5 230609 0 PAGE 1 of 2 1 0 1485 2000 BP1R 01AB5106

EVERYWHERE
PO BOX 2360
OMAHA, NE 68103-2360



Account Number: XXXX XXXX XXXX 4185
New Balance: \$424.87
Minimum Payment Due: \$25.00
Payment Due Date: July 4, 2023

Please complete and enclose the bottom portion for proper credit.

Amount Enclosed: \$

☐ Indicate name or address change on reverse side and check here.

Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205



Payments received at other than the address shown on the front of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

JUSTIN M MCGEE
125A WAPPOO CREEK DR STE A
CHARLESTON SC 29412



559496201009418500002500000424874

MSCM 001578



JUSTIN M MCGEE

Account Number: XXXX XXXX XXXX 4185

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/04	05/04	F1485003W00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$583.44-
04/14	04/14	554295039RTX6TT17	PAYPAL *PARAMNTPLUS 4029357733 CA	\$10.89
04/16	04/16	85353393B95EF76X8	PAYPAL *HEADWAY 35314369001 CY	\$29.99
04/17	04/17	75125963Q00005BRZ	W8TECH_*SA 7754504856 NV	\$109.99
04/20	04/20	82305093E000Q0EX7	CREDITSESAME PREMIUM MOUNTAIN VIEW CA	\$9.57
04/24	04/24	55432863J5WEVGV7J	AMAZON MUSIC*HF6F76MC0 888-802-3080 WA	\$9.80
04/25	04/25	15270213K00304M6B	MSFT * E0200M22FT MSBILL.INFO WA	\$154.00
04/16	04/16	85353393B95EF76X8	DF-FOREIGN TRAN FEE POSTED	\$0.24

\$324.48 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS
YOUR AUTOMATIC PAYMENT ON 06/04/23.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	18.74% (v)	\$0.00	31	\$0.00
Cash Advances	22.24% (v)	\$0.00	31	\$0.00

(v) - variable

You can avoid additional interest on purchases by paying the New Balance in full by the payment due date. Payments received at other than the address shown on the front of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt. Payments and credits are effective as of the post date shown on this statement.

Are you making your payment through an online Bill Pay service? Look for the Payee "Card Assets" for faster delivery of your payment.

In order to ensure timely application of your payment, please remit payments to the following address:

CARD SERVICES CENTER

PO BOX 71205

CHARLOTTE, NC 28272-1205

For more information about your account, please contact us at: 1-800-854-7642
to speak to a live representative (24 hours/7 days).

ENROLL WITH E-STATEMENTS TODAY! Go To: www.24-7cardaccess.com TO ENROLL WITH
E-STATEMENTS, SET UP EMAIL ALERTS TO NOTIFY YOU WHEN YOUR STATEMENT IS AVAILABLE, AND
DOWNLOAD YOUR E-STATEMENT EVERY MONTH. GET YOUR STATEMENT QUICKER, INCREASE THE
SECURITY OF YOUR ACCOUNT BY NOT RECEIVING YOUR STATEMENTS IN THE MAIL, AND SAVE PAPER
BY ENROLLING WITH E-STATEMENTS TODAY!

NOTICE: See reverse side of page 1 for important information.

EXHIBIT L

(Respondent's February and March 2022 Mastercard #4185 statements)



JUSTIN M MCGEE

Account Number: XXXX XXXX XXXX 4185

Billing Questions:

800-854-7642

Website:

www.24-7cardaccess.com

Send Billing Inquiries To:

PO Box 2988, Omaha, NE 68103-2988

EVERYWHERE CARD Credit Card Account Statement
January 11, 2022 to February 7, 2022

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$2,639.29
- Payments	\$2,639.29
- Other Credits	\$0.00
+ Purchases	\$4,352.58
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$4,352.58

Account Number XXXX XXXX XXXX 4185
 Credit Limit \$5,000.00
 Available Credit \$638.00
 Statement Closing Date February 7, 2022
 Days in Billing Cycle 28

PAYMENT INFORMATION

New Balance: \$4,352.58
 Minimum Payment Due: \$218.00
 Payment Due Date: March 4, 2022

MESSAGES

Mastercard is excited to bring you new and enhanced cardholder benefits. To learn more, please visit your local branch, or go to www.mastercard.us.

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
01/20	01/20	8542120D400XS6F6	PAYMENT - THANK YOU	\$2,000.00-
02/04	02/04	F148500DK00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$639.29-
01/11	01/11	5542950QVRTSE1MS5	PP*APPLE.COM/BILL 4029357733 CA	\$6.99
01/11	01/11	5542950QVRTSE1R2H	PP*APPLE.COM/BILL 4029357733 CA	\$10.89
01/14	01/14	5542950QYRTZHDEHY	PP*APPLE.COM/BILL 4029357733 CA	\$9.99
01/14	01/14	5542950QZRTZZR5YF	PAYPAL *PLUS 4029357733 CA	\$10.89

Transactions continued on next page

NOTICE: See reverse side of page 1 for important information.

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EVERYWHERE CARD
 3595 CANTON RD #312
 MARIETTA, GA 30066-2658



Account Number: XXXX XXXX XXXX 4185

New Balance: \$4,352.58

Minimum Payment Due: \$218.00

Payment Due Date: March 4, 2022

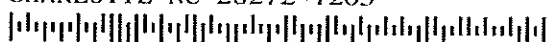
Please complete and enclose the bottom portion for proper credit.

Amount Enclosed: \$

☐ Indicate name or address change on reverse side and check here.

Make Check Payable to:

CARD SERVICES CENTER
 PO BOX 71205
 CHARLOTTE NC 28272-1205



Payments received at other than the address shown on the front of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

JUSTIN M MCGEE
 125A WAPPOO CREEK DR STE A
 CHARLESTON SC 29412



559496201009418500021800004352585

MSCM 001543



JUSTIN M MCGEE

Account Number: XXXX XXXX XXXX 4185

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
01/15	01/15	5542950QZRS0YFV2J	PP*APPLE.COM/BILL 4029357733 CA	\$9.99
01/16	01/16	5543286D05SE6DLPD	NINTENDO *AMERICAUS 800-255-3700 WA	\$100.00
01/16	01/16	5543286D05SE6G5PZ	NINTENDO *AMERICAUS 800-255-3700 WA	\$100.00
01/18	01/18	5542950D2RS53B0ZG	PP*APPLE.COM/BILL 4029357733 CA	\$6.99
01/19	01/19	5548077D3HH6BVGR	VENMO 8558124430 NY	\$200.00
01/20	01/20	7541823D441QY1WED	CREDIT SESAME PREMIUM 650-6412782 CA	\$9.57
01/21	01/21	8535339D75X92506Z	PAYPAL *WETRANSFER 35314369001 NL	\$12.00
01/21	01/21	8535339D75X947E9V	PAYPAL *HEADWAY 35314369001 CY	\$29.99
01/23	01/23	5542950D7RSQAV5XQ	PP*APPLE.COM/BILL 4029357733 CA	\$15.99
01/24	01/24	5542950D9RTGYR514	PAYPAL *CUSTOM CAMS CU 7322672652 NJ	\$190.11
01/24	01/24	5542950D9RTGZ4KPG	PAYPAL *CUSTOM CAMS 7322672652 NJ	\$449.94
01/24	01/24	5542950D9RTH5LPAG	PP*DOORDASH BENNYPALM 4029357733 CA	\$46.96
01/24	01/24	5542950D9RTH74X3B	PP*DOORDASH KAIROSMED 4029357733 CA	\$42.13
01/24	01/24	5542950D9RTH742JV	PP*DOORDASH OFFTRACKI 4029357733 CA	\$31.69
01/24	01/24	0548680D9B01G1MS9	EXXONMOBIL 99912909 CHARLESTON SC	\$60.69
01/24	01/24	8536943D9P6BEX4XH	THE WILLCOX AIKEN SC	\$581.21
		CHECK-IN 01/23/22	FOLIO #0000167470	
01/25	01/25	5542950DARTJ2B59J	PP*APPLE.COM/BILL 4029357733 CA	\$9.99
01/25	01/25	5542950D9RTHL7K4V	PP*APPLE.COM/BILL 4029357733 CA	\$6.99
01/25	01/25	0543684DA009PED6W	HARRIS TEETER #455 CHARLESTON SC	\$55.53
01/25	01/25	0531461DBEHVRRM2J	PAISANOS - CHARLESTON CHARLESTON SC	\$23.53
01/25	01/25	1527021D90006W8F2	MSFT * E0200H92KQ MSBILL.INFO WA	\$136.00
01/26	01/26	5542950DBRTKGHHK1	PP*APPLE.COM/BILL 4029357733 CA	\$34.99
01/26	01/26	5543286DA5SDWS96J	AMAZON.COM*OE0M63373 AMZN.COM/BILL WA	\$24.72
01/26	01/26	5550080DBRDQ5W9W0	COMMUNITY C-STORE CHARLESTON SC	\$102.33
01/26	01/26	7512222DB0EHPFL7F	ONLYFANS 8886880458 FL	\$4.91
01/26	01/26	7512222DB0EHPFM6D	ONLYFANS 8886880458 FL	\$10.89
01/26	01/26	7512596DB0000K7ND	ONLYFANS.COM 8886880458 IL	\$10.90
01/26	01/26	7512596DB0000K7NX	ONLYFANS.COM 8886880458 IL	\$13.08
01/27	01/27	5542950DBRTL73PM1	PP*DOORDASH POKEBROS 4029357733 CA	\$29.30
01/27	01/27	0531461DDEHYJR38F	PAISANOS - CHARLESTON CHARLESTON SC	\$25.75
01/27	01/27	7512596DQ0000GVT2	ONLYFANS.COM 8886880458 IL	\$15.99
01/28	01/28	5542950DQRTMT38BZ	PP*DOORDASH MOESSOUTH 4029357733 CA	\$51.24
01/28	01/28	7512596DD0000H0GV	ONLYFANS.COM 8886880458 IL	\$10.00
01/28	01/28	8271116DD0002KMGJ	PARKING 888-270-8335 CHARLESTON SC	\$11.47
01/29	01/29	5543286DD5S9YP4RZ	LOWES #00661* CHARLESTON SC	\$153.58
01/29	01/29	0230537DEEHZSG2L2	PUBLIX #633 CHARLESTON SC	\$113.97
01/30	01/30	8230308DF01LS6K94	DELTA 8 RESELLERS 862-246-9625 NJ	\$480.89
01/30	01/30	5542950DERTNRN2Z6	PP*DOORDASH METRODINE 4029357733 CA	\$35.97
01/30	01/30	5542950DFRTS03ZV9	PP*DOORDASH AMALFISIT 4029357733 CA	\$79.12
01/30	01/30	5542950DFRTTSSH4D	PP*DOORDASH MCALISTER 4029357733 CA	\$46.52
01/30	01/30	5548077DEHHA174P0	VENMO 8558124430 NY	\$82.40
01/30	01/30	7512596DF0000GK7M	ONLYFANS.COM 8886880458 IL	\$8.99
01/30	01/30	7512596DF0000GK7X	ONLYFANS.COM 8886880458 IL	\$8.71
01/30	01/30	7512596DF0000GK73	ONLYFANS.COM 8886880458 IL	\$7.99
01/30	01/30	7512596DF0000GK83	ONLYFANS.COM 8886880458 IL	\$14.99
01/31	01/31	5542950DFRTSJTM56	PAYPAL *SCS INC 8456391777 NY	\$268.93
01/31	01/31	5543286DF5SM66M11	AMZN MKTP US*L468L21R3 AMZN.COM/BILL WA	\$19.60
01/31	01/31	7512222DGOEJP6J59	ONLYFANS 8886880458 FL	\$21.80
01/31	01/31	7512222DH0EJYNR9P	ONLYFANS 8886880458 FL	\$30.00
02/01	02/01	5542950DHRTX04EH2	PP*APPLE.COM/BILL 4029357733 CA	\$2.99

Transactions continued on next page

NOTICE: See reverse side of page 1 for important information.



JUSTIN M MCGEE

Account Number: XXXX XXXX XXXX 4185

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
02/23	02/23	7554246E80PFY8XZH	CCBILL.COM *ONLYFANS 888-5969279 CA	\$14.99
02/23	02/23	7554246E80PFY9S54	CCBILL.COM *ONLYFANS 888-5969279 CA	\$22.00
02/23	02/23	7554246E80PFZ3N94	CCBILL.COM *ONLYFANS 888-5969279 CA	\$9.99
02/23	02/23	7554246E80PG01TRF	CCBILL.COM *ONLYFANS 888-5969279 CA	\$20.00
02/25	02/25	0518489E81PLRJGV0	ONLYFANS INTERNET GB	\$3.75
03/03	03/03	5548077EEHH2T20EF	VENMO 8558124430 NY	\$1,030.00
03/06	03/06	5542950EJRTK931NF	PAYPAL *VELVET CO 4029357733 CA	\$206.99
03/07	03/07	1527021EJ0002YSP5	MSFT * E0200HLYSY MSBILL.INFO WA	\$136.00
03/09	03/09	5542950ELRTNR6GWM	PAYPAL *TICKETMASTE TI 4029357733 CA	\$816.23
03/09	03/09	5542950ELRTNR6T7F	PAYPAL *AGASERVICEC AL 4029357733 VA	\$51.02

\$2,448.22 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED
AS YOUR AUTOMATIC PAYMENT ON 04/04/22.

TOTAL *FINANCE CHARGE* BILLED IN 2021 \$0.00

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.49% (v)	\$0.00	31	\$0.00
Cash Advances	17.99% (v)	\$0.00	31	\$0.00

(v) - variable

You can avoid additional interest on purchases by paying the New Balance in full by the payment due date. Payments received at other than the address shown on the front of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt. Payments and credits are effective as of the post date shown on this statement.

Are you making your payment through an online Bill Pay service? Look for the Payee "Card Assets" for faster delivery of your payment.

In order to ensure timely application of your payment, please remit payments to the following address:

CARD SERVICES CENTER

PO BOX 71205

CHARLOTTE, NC 28272-1205

For more information about your account, please contact us at: 1-800-854-7642
to speak to a live representative (24 hours/7 days).

ENROLL WITH E-STATEMENTS TODAY! Go To: www.24-7cardaccess.com TO ENROLL WITH
E-STATEMENTS, SET UP EMAIL ALERTS TO NOTIFY YOU WHEN YOUR STATEMENT IS AVAILABLE, AND
DOWNLOAD YOUR E-STATEMENT EVERY MONTH. GET YOUR STATEMENT QUICKER, INCREASE THE
SECURITY OF YOUR ACCOUNT BY NOT RECEIVING YOUR STATEMENTS IN THE MAIL, AND SAVE PAPER
BY ENROLLING WITH E-STATEMENTS TODAY!

NOTICE: See reverse side of page 1 for important information.



JUSTIN M MCGEE

Account Number: XXXX XXXX XXXX 4185

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
02/14	02/14	7512222DY0EMLT7B4	ONLYFANS 8886880458 FL	\$9.99
02/14	02/14	7512596DY0000GZYZR	ONLYFANS.COM 8886880458 IL	\$5.99
02/14	02/14	7512596DY0000GZZ0	ONLYFANS.COM 8886880458 IL	\$10.99
02/16	02/16	7512222E10EN9MY0G	ONLYFANS 8886880458 FL	\$15.99
02/17	02/17	7512596E00000GS0G	ONLYFANS.COM 8886880458 IL	\$10.90
02/18	02/18	7512222E20ENJLQSE	ONLYFANS 8886880458 FL	\$11.00
02/18	02/18	7512596E20000GYQ1	ONLYFANS.COM 8886880458 IL	\$9.99
02/19	02/19	7512222E30ENT8MRB	ONLYFANS 8886880458 FL	\$4.00
02/20	02/20	7541823E343Q7GYPF	CREDIT SESAME PREMIUM 650-6412782 CA	\$9.57
02/21	02/21	7554246E60PEWYG09	CCBILL.COM *ONLYFANS 888-5969279 CA	\$7.62
02/21	02/21	7554246E60PEWZG19	CCBILL.COM *ONLYFANS 888-5969279 CA	\$5.45
02/21	02/21	7554246E60PEXFJ3A	CCBILL.COM *ONLYFANS 888-5969279 CA	\$16.34
02/21	02/21	7554246E60PEX42FB	CCBILL.COM *ONLYFANS 888-5969279 CA	\$5.44
02/21	02/21	7554246E70PEXP5M8	CCBILL.COM *ONLYFANS 888-5969279 CA	\$5.44
02/21	02/21	7554246E70PEYJM1R	CCBILL.COM *ONLYFANS 888-5969279 CA	\$5.99
02/21	02/21	7554246E70PF3GE8L	CCBILL.COM *ONLYFANS 888-5969279 CA	\$10.00
02/21	02/21	7512222E50EP4AEKK	ONLYFANS 8886880458 FL	\$5.00
02/21	02/21	7512222E50EP4AGQ0	ONLYFANS 8886880458 FL	\$11.99
02/21	02/21	7512222E50EP4ALV4	ONLYFANS 8886880458 FL	\$5.99
02/21	02/21	7512222E50EP4BKE0	ONLYFANS 8886880458 FL	\$5.99
02/21	02/21	8535339E561MQ31PD	PAYPAL *WETRANSFER 35314369001 NL	\$12.00
02/21	02/21	7512596E50000H2ZZ	ONLYFANS.COM 8886880458 IL	\$9.00
02/21	02/21	7512596E50000H30F	ONLYFANS.COM 8886880458 IL	\$4.00
02/21	02/21	7512596E50000H30N	ONLYFANS.COM 8886880458 IL	\$5.44
02/21	02/21	7512596E50000H307	ONLYFANS.COM 8886880458 IL	\$8.00
02/21	02/21	7512596E50000H31G	ONLYFANS.COM 8886880458 IL	\$10.29
02/21	02/21	7512596E50000H318	ONLYFANS.COM 8886880458 IL	\$32.70
02/21	02/21	7512596E50000H32S	ONLYFANS.COM 8886880458 IL	\$5.45
02/21	02/21	7512596E50000H328	ONLYFANS.COM 8886880458 IL	\$4.96
02/22	02/22	7554246E70PFAKWHK	CCBILL.COM *ONLYFANS 888-5969279 CA	\$3.82
02/22	02/22	7554246E70PFBZR3N	CCBILL.COM *ONLYFANS 888-5969279 CA	\$4.35
02/22	02/22	7554246E70PFBBSBV5	CCBILL.COM *ONLYFANS 888-5969279 CA	\$6.54
02/22	02/22	7554246E70PFBVP05	CCBILL.COM *ONLYFANS 888-5969279 CA	\$3.91
02/22	02/22	7554246E70PFB24ZT	CCBILL.COM *ONLYFANS 888-5969279 CA	\$5.44
02/22	02/22	7554246E70PFD3YGY	CCBILL.COM *ONLYFANS 888-5969279 CA	\$5.45
02/22	02/22	7554246E70PFD09VE	CCBILL.COM *ONLYFANS 888-5969279 CA	\$21.80
02/22	02/22	7554246E70PFDVBDX	CCBILL.COM *ONLYFANS 888-5969279 CA	\$6.01
02/22	02/22	7554246E70PFDYALT	CCBILL.COM *ONLYFANS 888-5969279 CA	\$9.54
02/22	02/22	7554246E70PFEHPXY	CCBILL.COM *ONLYFANS 888-5969279 CA	\$4.26
02/22	02/22	7554246E70PFE5KNH	CCBILL.COM *ONLYFANS 888-5969279 CA	\$10.90
02/22	02/22	7554246E70PFF91XX	CCBILL.COM *ONLYFANS 888-5969279 CA	\$7.63
02/22	02/22	7554246E70PFQMZMN	CCBILL.COM *ONLYFANS 888-5969279 CA	\$30.00
02/22	02/22	7554246E80PFLYNAX	CCBILL.COM *ONLYFANS 888-5969279 CA	\$14.00
02/22	02/22	7554246E80PFLZK96	CCBILL.COM *ONLYFANS 888-5969279 CA	\$4.01
02/22	02/22	7554246E80PFNER74	CCBILL.COM *ONLYFANS 888-5969279 CA	\$20.00
02/23	02/23	7554246EA0PG5EGMB	CCBILL.COM *ONLYFANS 888-5969279 CA	\$8.99
02/23	02/23	7554246EA0PG8B6JX	CCBILL.COM *ONLYFANS 888-5969279 CA	\$10.00
02/23	02/23	7554246EA0PG8WD73	CCBILL.COM *ONLYFANS 888-5969279 CA	\$50.00
02/23	02/23	7554246E80PFXBMBV	CCBILL.COM *ONLYFANS 888-5969279 CA	\$12.00
02/23	02/23	7554246E80PFYWWR8	CCBILL.COM *ONLYFANS 888-5969279 CA	\$10.00
02/23	02/23	7554246E80PFY5ATK	CCBILL.COM *ONLYFANS 888-5969279 CA	\$12.00

Transactions continued on next page

NOTICE: See reverse side of page 1 for important information.



JUSTIN M MCGEE

Account Number: XXXX XXXX XXXX 4185

Billing Questions:
800-854-7642Website:
www.24-7cardaccess.comSend Billing Inquiries To:
PO Box 2988, Omaha, NE 68103-2988EVERYWHERE CARD Credit Card Account Statement
February 8, 2022 to March 10, 2022

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$4,352.58
- Payments	\$4,792.75
- Other Credits	\$0.00
+ Purchases	\$2,888.39
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$2,448.22

Account Number XXXX XXXX XXXX 4185
 Credit Limit \$5,000.00
 Available Credit \$2,173.00
 Statement Closing Date March 10, 2022
 Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance: \$2,448.22
 Minimum Payment Due: \$122.00
 Payment Due Date: April 4, 2022

MESSAGES

Mastercard is excited to bring you new and enhanced cardholder benefits. To learn more, please visit your local branch, or go to www.mastercard.us.

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
02/24	02/24	8542120E800XV561A	PAYMENT - THANK YOU	\$1,200.00-
03/02	03/02	8542120ED00XV6NVN	PAYMENT - THANK YOU	\$3,592.75-
02/08	02/08	7512596DR0000H59V	ONLYFANS.COM 8886880458 IL	\$8.00
02/10	02/10	7512596DS0000H02Y	ONLYFANS.COM 8886880458 IL	\$15.99
02/12	02/12	8271116DW00031SX5	PARKING 888-270-8335 CHARLESTON SC	\$16.38
02/14	02/14	5542950DXRTJ3BXGT	PAYPAL *PARAMNTPLUS 4029357733 CA	\$10.89

Transactions continued on next page

NOTICE: See reverse side of page 1 for important information.

5106 JRH 001 7 5 220310 0 PAGE 1 of 3 10 1485 2000 BP1R O1AB5106

EVERYWHERE CARD
 3595 CANTON RD #312
 MARIETTA, GA 30066-2658



Account Number: XXXX XXXX XXXX 4185
 New Balance: \$2,448.22
 Minimum Payment Due: \$122.00
 Payment Due Date: April 4, 2022

Please complete and enclose the bottom portion for proper credit.

Amount Enclosed: \$

☐ Indicate name or address change on reverse side and check here.

Make Check Payable to:

CARD SERVICES CENTER
 PO BOX 71205
 CHARLOTTE NC 28272-1205

JUSTIN M MCGEE
 125A WAPPOO CREEK DR STE A
 CHARLESTON SC 29412



559496201009418500012200002448223

MSCM 001546



JUSTIN M MCGEE

Account Number: XXXX XXXX XXXX 4185

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
02/01	02/01	0531461DJ00ASQ0W3	PAISANOS - CHARLESTON CHARLESTON SC	\$23.54
02/02	02/02	5542950DJRTYPQXM1	PP*DOORDASH TROPICALS 4029357733 CA	\$6.14
02/02	02/02	5543286DH5SDD40DN	AMZN MKTP US*4P1PV4E53 AMZN.COM/BILL WA	\$353.08
02/02	02/02	7512222DJ0EK65764	ONLYFANS 8886880458 FL	\$10.00
02/03	02/03	5542950DJRTZ20TL5	PP*APPLE.COM/BILL 4029357733 CA	\$29.99
02/03	02/03	5543286DJ5SPZRV4X	AMZN MKTP US*600KA3BH3 AMZN.COM/BILL WA	\$28.31
02/03	02/03	7512596DK0000H1LG	ONLYFANS.COM 8886880458 IL	\$5.45
02/03	02/03	7512596DK0000H1LR	ONLYFANS.COM 8886880458 IL	\$15.99

\$4,352.58 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED
AS YOUR AUTOMATIC PAYMENT ON 03/04/22.

TOTAL *FINANCE CHARGE* BILLED IN 2021 \$0.00

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.49% (v)	\$0.00	28	\$0.00
Cash Advances	17.99% (v)	\$0.00	28	\$0.00

(v) - variable

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PO BOX 71205

CHARLOTTE, NC 28272-1205

For more information about your account, please contact us at: 1-800-854-7642
to speak to a live representative (24 hours/7 days).

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E-STATEMENTS, SET UP EMAIL ALERTS TO NOTIFY YOU WHEN YOUR STATEMENT IS AVAILABLE, AND
DOWNLOAD YOUR E-STATEMENT EVERY MONTH. GET YOUR STATEMENT QUICKER, INCREASE THE
SECURITY OF YOUR ACCOUNT BY NOT RECEIVING YOUR STATEMENTS IN THE MAIL, AND SAVE PAPER
BY ENROLLING WITH E-STATEMENTS TODAY!

NOTICE: See reverse side of page 1 for important information.

EXHIBIT M

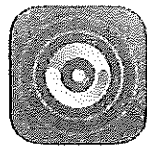
(Screenshots of IoT Living Application from Petitioner's iPhone 12pro max and iPhone 13)

3:58



IoT living

Cancel



IOTLiving

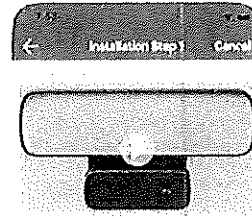
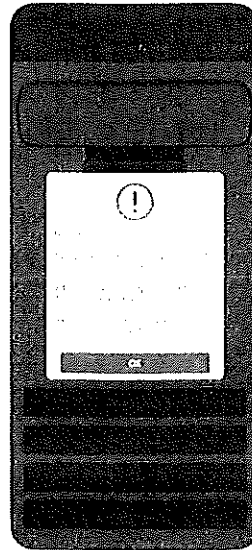
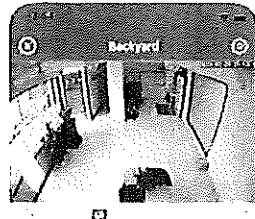
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Photo & Video



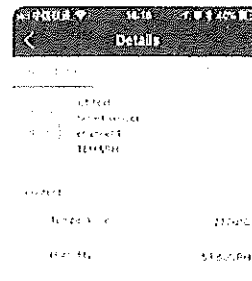
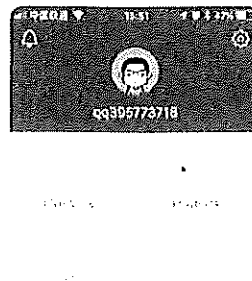
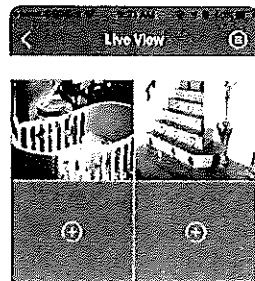
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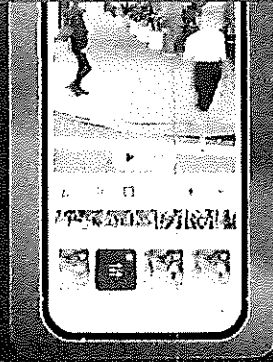
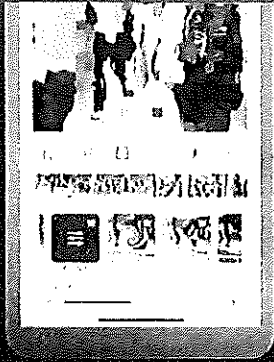
Search

8:55

5G E

IoT living

Cancel



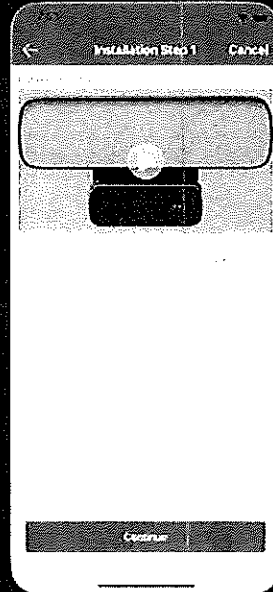
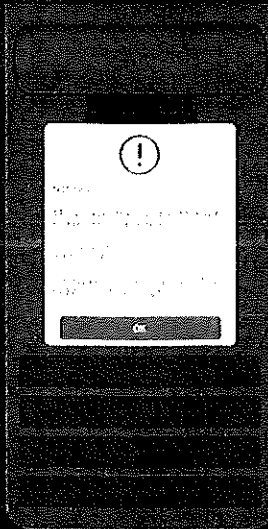
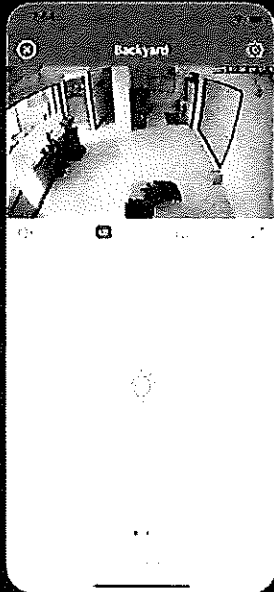
IOTLiving
Photo & Video

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Photo & Video



IOT Mobile
Utilities

GET

Shanze

Utilities



Today



Games



Apps



Arcade



Search

EXHIBIT N

(Text Message dated August 19, 2021)

I understand that and those fears too. After what I did, how could you not be diligently searching for evidence it was happening again and I gave you plenty of it. No matter what factual defense existed for me, I could not and did not address that I caused your feelings about those things too. I created the distrust and then fueled it with further betrayals, further refusals to disengage from situations causing fear, further reasons to feel fear. I acted cavalier and like you were crazy when you confronted me. You're right - it was incredibly disrespectful to bring Lauren in to the Jackson case under the circumstances. I refused to acknowledge it. I forced you to acquiesce and just accept what I was doing. I tried to make you feel unreasonable and unreasonably insecure because I did not want to accept that my actions caused it. I can see why you say you felt trapped and still do.

Aug 19, 2021 2:16:58 PM

I think about all these things and that the truth really doesn't matter anymore.

I don't want to live my life, trying to stuff pain because I know (or believe) I'll never know the truth.

It makes life feel like chaos.

I thought I saw weird lights in my room and became convinced you had a hidden camera somewhere. I didn't bother to ask you because I don't think you will be honest. I just reassure myself that I have nothing to hide and I can't be paranoid.

Aug 19, 2021 2:17:20 PM

There is a Realtek Bluetooth device somewhere close and I don't know what it is. I didn't ask you about it because I didn't think you'd tell me the truth if it was something I should be concerned about. Kinda related to what I said above about lights.

I've begged for honesty so many times and have not gotten it - I'm tired of asking.

Tap to Download

Screenshot...jpeg

Aug 19, 2021 2:16:51 PM

It's a Windows computer.

Aug 19, 2021 2:19:04 PM

It's probably my computer

Aug 18, 2021 2:19:39 PM

I can't imagine living that way. I'm so sorry. You feel like everything I say or do is a lie - that I can't be trusted.

Aug 18, 2021 2:20:19 PM

I caused that and don't want this to be your reality - your life. That isn't healthy and I care too much about you to keep you in that place.

Aug 19, 2021 2:21:00 PM

And, seriously, you're not crazy or irrational. You're hurt, badly. I caused that. I did that. I can't fix it. I understand why you would want to get away from me. I'm being serious. I get it.

Aug 19, 2021 2:22:52 PM

Lindsay, I'm not spying on you, lying to you, or trying to hurt you. I know you can't believe me - I get that and I caused it. My betrayals were egregious. It's not unreasonable to feel like you'll never know the truth and that there will always be more betrayal, more lies, and more pain. There is nothing I can do to "fix" that - if there were I would have already done it. All I can do is be honest, open, and understanding. That's what I'm doing. If that will never be enough - I understand and it's okay.

Aug 19, 2021 2:33:04 PM



Tap to Download

Screenshot...jpeg

Aug 19, 2021 2:05:48 PM

Aug 20, 2021 8:25 AM



"Can I ask you a question? What cologne do you wear because I want my husband to smell like you?"

Aug 20, 2021 8:25:23 AM

Other teacher, the one with braids: "I know that's right!"

EXHIBIT O

(Petitioner's Amazon invoice dated September 6, 2022)

Final Details for Order: 113-5570058-2660224

[Print this page for your records.](#)

Order Placed: September 6, 2022

Amazon.com order number: 113-5570058-2660224

Order Total: \$357.91

Shipped on September 7, 2022

Items Ordered	Price
1 of: <i>Hidden Devices Detector Hidden Camera Detectors Anti Spy Detector Bug Detector RF Detector Listening Device Detector GPS Tracker Detector Upgraded Version</i> Sold by: Tian Ji Direct (seller profile) Supplied by: Other Condition: New	\$68.99
2 of: <i>Amazon Brand - Mama Bear Organic Baby Food, Stage 2, Apple Sweet Potato, 4 Ounce Pouch (Pack of 12)</i> Sold by: Amazon.com Services LLC Supplied by: Other Condition: New	\$15.29
2 of: <i>Amazon Brand - Mama Bear Organic Baby Food, Stage 2, Mango Apple Carrot Peach, 4 Ounce Pouch (Pack of 12)</i> Sold by: Amazon.com Services LLC Supplied by: Other Condition: New	\$15.29

Shipping Address:

Lindsay McGee
664 MCCUTCHEN ST
CHARLESTON, SC 29412-4520
United States

Shipping Speed:

FREE Prime Delivery

Shipped on September 7, 2022

Items Ordered	Price
1 of: <i>Anastasia Beverly Hills - DIPBROW Gel - Soft Brown</i> Sold by: Anastasia Beverly Hills, LLC (seller profile) Supplied by: Other Condition: New	\$20.00
1 of: <i>AHAVA Mineral Botanic Velvet Body Lotion, Hibiscus & Fig, 17 Fl Oz (Packaging may vary), Ahava</i> Sold by: Amazon.com Services LLC Supplied by: Other Condition: New	\$28.00
1 of: <i>Phillips' Laxative Magnesium Caplets, 100 count, Stimulant & Cramp Free Constipation Relief</i> Sold by: Amazon.com Services LLC Supplied by: Other FSA or HSA eligible Condition: New	\$14.59

2 of: *Amazon Brand - Mama Bear Organic Baby Food, Stage 2, Apple Banana Yogurt Strawberry, 4 Ounce Pouch (Pack of 12)* \$15.29

Sold by: Amazon.com Services LLC

Supplied by: Other

Condition: New

1 of: *Durable Mesh Squishy Balls Fidget Toy with Exclusive Sewn Mesh! (4 Pack Gift Pack!)* \$14.94

Sold by: KELZ & CO ([seller profile](#)) | Product question? [Ask Seller](#)

Supplied by: Other

Condition: New

1 of: *JMDHKK Anti Spy Detector, Bug Detector, Hidden Camera Detectors, GPS Detector, RF Signal Scanner Device Detector for GPS Tracker Listening Device Camera Finder* \$43.89

Sold by: biznlink technology co.,ltd ([seller profile](#)) | Product question? [Ask Seller](#)

Supplied by: Other

Condition: New

Shipping Address:

Lindsay McGee
664 MCCUTCHEN ST
CHARLESTON, SC 29412-4520
United States

Shipping Speed:

FREE Prime Delivery

Shipped on September 6, 2022

Items Ordered

Price

1 of: *Amazon Elements Baby Wipes, Unscented, White 720 Count, Flip-Top Packs* \$17.99

Sold by: Amazon.com Services LLC

Supplied by: Other

Condition: New

1 of: *Pampers Easy Ups Training Pants Girls and Boys, 4T-5T, 104 Count (packaging may Vary)* \$45.94

Sold by: Amazon.com Services LLC

Supplied by: Other

Condition: New

Shipping Address:

Lindsay McGee
664 MCCUTCHEN ST
CHARLESTON, SC 29412-4520
United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Discover ending in 6516

Billing address

LINDSAY MCGEE
664 MCCUTCHEN ST
CHARLESTON, SC 29412-4520

Item(s) Subtotal: \$346.08

Shipping & Handling: \$0.00

Your Coupon Savings: -\$2.19

Your Coupon Savings: -\$6.90

Your Coupon Savings: -\$3.00

United States

Total before tax: \$333.99
Estimated tax to be collected: \$23.92

Grand Total:\$357.91

FSA or HSA eligible FSA or HSA eligible amount (Includes taxes & shipping): \$15.90

Credit Card transactions Discover ending in 6516: November 5, 2022: \$67.68
Discover ending in 6516: September 7, 2022:\$357.91

To view the status of your order, return to [Order Summary](#).

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EXHIBIT P

(Deposition transcript of John Clayton page 68, lines 19-21)

1 sometime in July, would it not?

2 A. Possibly, yes.

3 Q. Certainly it couldn't have been June
4 because if it was in June, it would have been dead
5 well before the time that it actually did go dead.

6 A. We had a period of time between when
7 Justin was arrested and I didn't do anything, okay,
8 and then after a period of time, you know, I put
9 another one back on because of the concern of the
10 kids, the children.

11 Q. Whose concern?

12 A. Justin's concern of the children.

13 Q. When did he tell you he had concerns about
14 the children that precipitated you putting that
15 tracker back on?

16 A. September.

17 Q. I'm talking about the last tracker you put
18 on Ms. McGee's car.

19 A. Well, ever since I discovered the adultery
20 it hasn't been about adultery; it has been about
21 the children.

22 Q. So when you put the last tracker on there
23 sometime in July, at whose direction did you put
24 that on there?

25 A. Justin's.

EXHIBIT Q

(Lofton Investigative Services, Inc. dated July 25, 2023)

Lofton Investigative Solutions, LLC

225 Seven Farms Dr., STE 109
Daniel Island, SC 29492
+1 8542401083
loftoninvestigations@gmail.com



INVOICE

CLIENT

Lindsay McGee
664 McCutchen Circle
Charleston, SC 29412 USA

REPORT

1075

DATE

07/25/2023

FORMAT

Due on receipt

DATE DUE

07/25/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/25/2023	TSCM	Countermeasures Sweep of residence	1	2,500.00	2,500.00
	Mileage	Mileage	90	0.625	56.25
07/25/2023	Travel	Examiner travel	3	75.00	225.00
07/25/2023	TSCM	Countermeasures Sweep vehicle trackers	1	218.75	218.75

BALANCE DUE

\$3,000.00

PD

EXHIBIT R

(Deposition transcript of John Clayton page 74, lines 6-16)

1 Q. Who was it from?

2 A. Kyle Bare. It's about some apartments.
3 I'm trying to get some apartments for our
4 construction company. I told you about it a little
5 while ago.

6 Q. So you said you were retained by Conor
7 Keys around the time that you were retained by
8 Mr. McGee?

9 A. Unh-unh.

10 Q. When was it?

11 A. Around that same time that I caught Miss
12 Lindsay in adultery it was happening simultaneously
13 with Karen and Jay.

14 Q. So September, early September?

15 A. Yes, because I think I got them on the
16 4th, and I got Karen and Jay together on the 5th.
17 I would have to look at the investigative report on
18 that, you know.

19 Q. How much have you been paid by Conor Keys
20 in that case?

21 A. I don't remember. I think his was pretty
22 quick. He was one of those short cases, you know.

23 Q. You can't make money on those.

24 A. No.

25 Q. Did you submit a report in his case?

EXHIBIT S

(Text Message with Karen Keys dated August 29, 2022)

Karen Keys(18439915893)

Happy happy birthday pretty lady!!! Sorry that your gift is not done yet. It may be a five year project. 🤔



Aug 29, 2022 3:20:40 PM

18434783257

Haha QMC LOL. Thank you!

Aug 29, 2022 3:25:19 PM

Karen Keys(18439915893)



Aug 29, 2022 3:26:00 PM

Karen Keys(18439915893)

Loved that night with you 💕🤔

Aug 29, 2022 3:26:15 PM

18434783257

Definitely a good story. 🤔 I don't have the kids Friday if you want to grab a drink after the boys go to bed.

Aug 29, 2022 3:27:24 PM

Karen Keys(18439915893)

Yessss!

Aug 29, 2022 3:29:30 PM

Karen Keys(18439915893)

Their dad can handle bedtime if we want to meet up before then,

Aug 29, 2022 3:30:50 PM

18434783257

AAAAA o'briens?

Aug 29, 2022 3:34:30 PM

Karen Keys(18439915893)

I'm in! Carpool there? 🤔



Aug 29, 2022 3:36:31 PM

Karen Keys(18439915893)

I don't have a salsa dress. Will you still hang out with me? 🤔



Aug 29, 2022 3:37:15 PM

Aug 30, 2022 11:24 AM

Karen Keys(18439915893)

So bummed that we are going to be out of town for Charlie's birthday party!!! 🤔🤔. Going on a family trip, yay, so excited. 😊😊
It's for Conor's mom's 70th bday.



Aug 30, 2022 11:24:54 AM

EXHIBIT T

(Text Message with Karen Keys dated August 31, 2022)

18434785367

Sad you'll miss it too. I know the ☹☹☹☹ feeling well. L

Aug 30, 2022 12:20:23 PM

Karen Keys(18438915683)

Conor wants to go out for poker on Friday. ☹
Any chance you want to come here once kids
asleep?

Aug 30, 2022 6:45:38 PM

Karen Keys(18438915683)

I could also ask for a sleep over with grandparents

Aug 30, 2022 6:46:40 PM

Karen Keys(18438915683)

Don't ever mind a totally free night!

Aug 30, 2022 6:46:56 PM

Karen Keys(18438915683)

Lmk your thoughts

Aug 30, 2022 6:47:08 PM

Aug 31, 2022 7:32 AM

18434785367

Yoi I'm actually really craving getting out and about.
How about a rain check?

Aug 31, 2022 7:32:39 AM

Karen Keys(18438915683)

Nope! I'll get kiddo coverage!

Aug 31, 2022 7:33:12 AM

18434785367

I can also be flexible. More to say but don't want to
text.

Aug 31, 2022 7:34:34 AM

Karen Keys(18438915683)

10/4. Chat soon

Aug 31, 2022 7:35:32 AM

Sep 1, 2022 11:23 AM

Karen Keys(18438915683)

I'm on for Friday anytime. Conor taking kids
camping

Sep 1, 2022 11:23:35 AM

Karen Keys(18438915683)

Why isn't it Friday yet??!!

Sep 1, 2022 3:20:43 PM

EXHIBIT U

(Deposition transcript of John Clayton pages 93, lines 9-18)

1 Q. Do you have photos or video from the
2 Grumpy Goat?

3 A. Right.

4 Q. You do?

5 A. Yes, sir.

6 Q. Do you have photos or video from the
7 Triangle on the 1st?

8 A. Yes, sir.

9 Q. Do you have photos or video from Fam's
10 Brewery on the 3rd?

11 A. No.

12 Q. No video, no pictures?

13 A. The 3rd and later on in the evening,
14 that's when she was at O'Brion's, and that's when
15 she was grossly intoxicated. That's when I started
16 having photographs, you know, of that night, and
17 then on the 4th and the 5th, all these things were
18 documented in person. From about 9/7 to about
19 9/19, that would have been -- I'm just trying to
20 save you a little bit of time here --

21 Q. Sure. Go ahead.

22 A. -- that would have been GPS. Then on 9/20
23 I was obviously in person. They were at Los Reyes,
24 and I got pictures when they came out hugging and
25 kissing.

EXHIBIT V

(Deposition transcript of John Clayton pages 79, lines 9-18)

1 him when he came out.

2 Q. Let's talk about the mini cameras.

3 How many times did you put a mini camera
4 in her yard?

5 A. I think five.

6 Q. Five separate occasions or five at one
7 time?

8 A. Five separate.

9 Q. When was the first one?

10 A. I don't know. I offered to bring that
11 video for you, but your office didn't --

12 Q. We were trying to figure out what you had,
13 and I'll ask you to go ahead and produce that to
14 us.

15 A. Okay.

16 Q. So you don't recall when you put the first
17 microcamera outside her house?

18 A. I want to say it was on the 3rd.

19 Q. Those microcameras, how do they transmit
20 data?

21 A. SD card. It's not on wi-fi or anything.

22 Q. So you have to go get the SD card?

23 A. I've got to go get the camera the next day
24 or later that day.

25 Q. So the first one, was it before or after

EXHIBIT W

(screenshot of the settings menu on H.M.'s iPad)

Hudson's iPad

This iPad

Amelia June's Devices

Amelia June's iPad

No location found

Charles Henry's Devices

Charlie's iPad

Home • Now

Justin's Devices

iPhone

Charleston, SC • Now

Justin's AirPods Pro #2

Charleston, SC • Today at 10:29 AM

Justin's AirPods

No location found

Lindsay's AirPods Pro #2 -

Find My

No location found

Lindsay's AirPods Pro

No location found

Megatron

No location found

EXHIBIT X

(Undated text message attached to Respondent's)

3:17

18



Lindsay F. >



Any way you can remove admin assistant from my outlook. I also have Vivian's. This slows it down a lot. I've been trying to send an email with attachments to HMM's OT and it is still sending 10 min later

Thank you. Let me think and I'll text you in a bit. I'd prefer morning to this afternoon though

I can do that. Stand by.

I did it. It may take up to an hour to process.

If you ever want to log into our Microsoft Admin portal it's my email address and password is



iMessage



EXHIBIT Y

(Text message dated August 3, 2021)

In January (I believe) sometime, Josh is having a big party/reception for his wedding.

Not sure about that yet either. I kinda like the idea of being able to go and stay with my uncle Russ (where Chip is staying too). You coming doesn't really affect that but just as an FYI.

Aug 3, 2021 9:26:30 AM

Whatever you decide will be okay. I would like to go with you, primarily because I like being with you, but that is not a priority.

There is a part of me that gets triggered by not going, but that's about pride and anxiety about what that means about us (feeling like you don't want your family to know anything about us and what that means about your commitment, if any, to me). Those are MY issues, not yours. They have nothing to do with you. I am dealing with that and will not let it affect the situation.

Aug 3, 2021 9:26:48 AM

I'm also very sorry for being mean. I understand why you would be worried about that. I know how important this is and I absolutely do not want to add any stress. If me not going alleviates stress, then I'm in favor of that.

Sound like we should go ahead and try to schedule Grammy and Papa for that week. I think we should do that immediately. Would you like me to handle that?

If you have a chance and no rush ☺ will you reset my Microsoft PW and add another subscription

Aug 3, 2021 9:31:07 AM

Tap to Download

6496611838.jpg

Aug 3, 2021 9:46:37 AM

I added another subscription, but I don't think we need one?

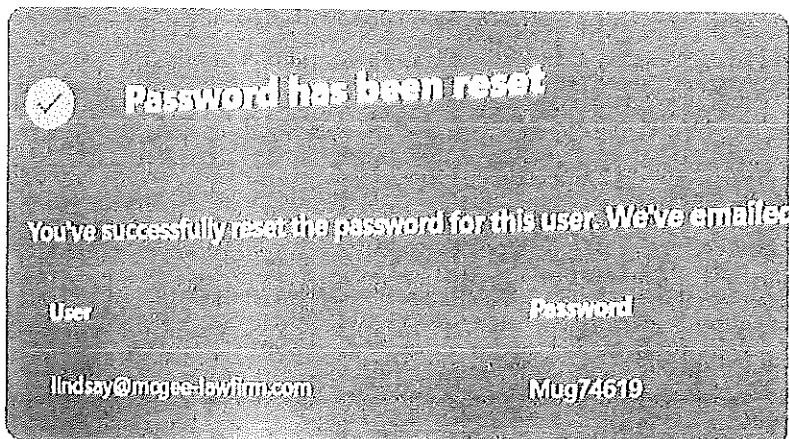
Aug 3, 2021 9:48:59 AM

Good point don't right now

Aug 3, 2021 9:47:12 AM

EXHIBIT Z

(Text message dated May 10, 2023)



Do I have to use that mine

One

NM

I reset your MLF password so you can access email and SP.

Please make sure signature line is correct.

You don't have to use it. But it's what gives you SP access for forms and stuff.

I guess I'd prefer you use it if you're emailing with a client.

You're right

1813 email 🙄

Emphasized "1813 email 🙄"

5/13/2023 2:16:06 PM

I feel bad for CHM because his iPad is in my truck. You think he'll be alright without it this afternoon?

Yes, I'm getting Taco Bell for me

Will you just PU when you get HMM?

Or I can bring both boys to u. CHM doesn't want to sit at the office

That's fine.

I'm on the phone.

EXHIBIT AA

(Text message dated May 17, 2021)

Page 64 of 100

Please call me. I think our office phones are being sent to your cell phone. Can you confirm that, at least?

They are not

No calls but you

Liked "They are not. "

Okay. We don't know where our office calls are being forwarded....

Do you want Bri to clean tomorrow?

I'll try to figure out Comcast?

Maybe later this week?

Comcast is here. Internet and phones should be restored "shortly."

I need to be honest and have the courage to do so. Being dishonest is inconsistent with my authentic beliefs and morals. I can't change the past, but I can change my behavior going forward and be completely honest about it. Here is complete honesty:

I began using my old cell phone to track the Infiniti at times back in March. It was when divorce was being hotly discussed and anticipated. I didn't do this every time you had the Infiniti, but I did sometimes. Part of it was about missing you and wanting to feel connected somehow and part of it was about divorce and evidence gathering.

I also was dishonest about it at times when you asked. I did mislead you about how I knew things or asked you questions about something I already knew to get you to tell me. I took advantage of our connectedness and your trust. I didn't want to tell you because I didn't want to lose my ability to continue doing it. I was sneaky and manipulative.

I did have the old phone in the car when you went to Blind Tiger. I told you the complete truth about how I saw the parking ticket (sticking out of your purse in the counter) but didn't come completely clean last night. I saw the parking ticket as a means of confronting you about what I already knew without having to come clean about tracking and, thus, lose my ability to continue doing it. I was dishonest about this - both initially and last night.

I also knew your location when you went to dinner with Bri. I said I knew you were going out because you were getting dressed during the FT call - that was a lie.

I can also see your viewing activity on my Netflix account. I've monitored that at times too. I can see the kids' viewing activity as well. I've used this access to know whether you're home or not. I haven't told you about this ability or that I've been reviewing it because I didn't want to lose access.

I have also checked accounts far more regularly than normal. I've done this for the same reasons - to know more about what you're doing. The checking of the accounts itself isn't the problem (that's been a good thing), the motivation behind it is the issue.

This is me being fully and shamefully honest about this. I'm done with all of it. I do not want to be like this or do this to you. That's part of why I'm telling you this

and told you last night - it means it stops. I want to be my authentic self. I want to change and be the best "me" I can be. I don't want to feel sneaky or manipulative. I don't want to hurt or alienate you from me. I don't want my energy to be funky towards you. I just want to be healthy and honest.

I was desensitized to tracking because we do it professionally. That is not an excuse, just a weak and insufficient explanation of how I rationalized it.

I need to reiterate that my tracking the car was not fueled by distrust of your fidelity to our marriage. Maybe a tiny bit at first, but that was never the primary motivation. I do trust you in that way and I am being completely honest.

I want to always be completely open and honest. I don't want to feel like I'm hiding anything from you. All that does is fuel my own toxic shame, keep me away from consciousness, and continue my internal fear/belief that I'm unlovable (because even if you love me I see it as you doing it without knowing the truth about me, which means you wouldn't love me if you did know the truth, and I use that fact to discount your love in furtherance of my internal belief).

I have been examining and continue to examine the internal reasons or motivations for my behavior (anxious attachment style, dependent personality, control and manipulation, etc.). I do not intend to forego the lessons for me here. As you are fully aware, I have issues. These are issues that I've carried for a long, long time. I am trying to fully address and deal with those issues - that takes time and a whole lot of effort.

I'm truly sorry. I did not mean to hurt you. I wish I could go back in time and change the behavior, but I can't. All I can do at this point is have the courage to be completely honest about the past and stop the bad behavior in the future - that's my only option. That's what I'm doing - I'm disclosing this so it stops and I stop the cycle.

I understand that you're not going to respond to all this with applause or anything. I realize you won't see it as a step forward (at least not initially). I know you'll feel like you can't trust me - you said that this morning. You'll probably withdraw further. You might choose not to trade cars. You might not ever forgive me. You might want to file for divorce. Those are consequences I have to accept if they happen.

Not telling you all this to avoid those consequences isn't an option for me - that would be me continuing to lie. I am choosing to have the courage to both come clean and to stop the behavior. No matter what happens with us, I am choosing to be different. The primary motivation for this choice is me, but it's also for my relationships, including ours. I cannot continue to abide the ways I've been and want to both do and be better.

I am also saying this because it's the loving thing to do - being honest and stopping bad behavior is what must happen. Even if we were to reconcile at some point, we couldn't do that successfully and fully without me coming clean about all this and changing. If we're just co-parenting, I want you to be able to believe what I say and that means being completely honest both about the past and going forward. The only way past this is through it.

I hope you see this for what it is - a step in my process of getting and doing better. Ideally you see it as a very difficult step for me and it serves as motivation for you to "do the work" too. Whether you perceive this that way is not within my control.

I know this timing is horrible. I didn't want this to happen right now. The most loving thing I could do would be to allow you to process everything going on without adding more to it. But that toothpaste is out of the tube and I need to address it. We can deal with it later - I just needed to say what I needed to say. I am, genuinely and seriously, trying to do "the next right thing" with this - I don't

expect you to see it that way necessarily but it's the truth.

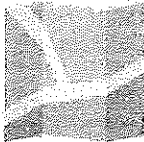
Lastly, I'm sorry. I'm committing to stopping this. I do genuinely and unconditionally love you. I know these actions weren't consistent with that - they weren't consistent with my authentic self either. They don't change how I feel about you though. I'm sorry my issues have caused us problems, now and in the past. Please believe that I am trying, diligently, to correct that.

I don't expect a response. You have plenty of other stuff going on. We can choose to "put a pin" in this.

I'm using Waze to drive to to Enterprise, 398 Meeting St, Charleston, arriving at 12:48 PM. Watch my drive in real-time on the Waze map!

https://waze.com/ul?a=share_drive&locale=en&sd=Rl4StY6A-BF3Z&env=am&utm_source=waze_app&utm_campaign=share_drive

Tell me where you park and I'll walk to you.



Current Location

I'm right in front now.

9:47 AM

Would you consider taking just the boys tonight? I could still get Amella. It's the good sleep tonight that I really need. ☹️ I could come switch cars with you or switch the car seat?

Sure. Whatever you need. Seriously, whatever you need.

Speaking of needs... I need the Rodríguez intake sheet. ☹️ Sorry.

Be

Questioned "
Be "

EXHIBIT BB

(Text message dated September 30, 2021)

She isn't responding to IV antibiotics.

Surgery isn't scheduled until tonight. Then they will take a swab to test and that takes 48-72 hours for results.

Sep 30, 2021 12:17:49 PM

It's about Murdaugh case, 9:00 pm tomorrow. I show up virtually. Do it?

Sep 30, 2021 12:52:23 PM

No?! Why would you.

Sep 30, 2021 12:52:39 PM

They want lawyers to talk shit about lawyers ... I personally don't think you should

Sep 30, 2021 12:53:02 PM

Did you see Greg Forman's post about Jordan!!!

Sep 30, 2021 12:55:31 PM

They want someone to explain divorce law in SC specifically how it applies to Murdaugh case in light of the revelation that Maggie consulted with a Charleston divorce attorney.

Sep 30, 2021 12:56:08 PM

Ah that sounds fine

Sep 30, 2021 12:56:56 PM

Yes. He and I texted about it this morning.

Sep 30, 2021 12:57:17 PM

Got \$10k in fees in Ulmer! I've been crushing it on getting fees lately.

Sep 30, 2021 12:58:58 PM

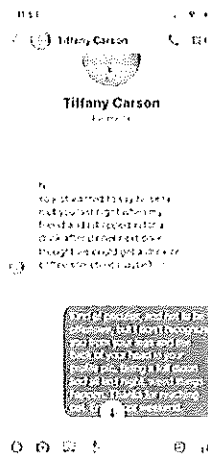
Check your email. I need air buds for the Court TV thing. Do you know where yours are?

Sep 30, 2021 1:24:23 PM

Also, Karen Keys is going to come stay with the kids while I go to the office for the TV thing tomorrow night. Is that okay?

Sep 30, 2021 1:42:00 PM

EXHIBIT CC
(Text message dated May 6, 2023)



This is our conversation from this morning

Do you know if the lawyer is calling me Monday? Something's gotta be done about this.

Also, check your location services under your settings on your phone

Oh, and just to clarify, I walked Mimi and Tia to their car last night. Before 10 o'clock. Said the guys next to them made them feel uncomfortable. Nothing shady on anyone's part, but I'm sure that story will get twisted and it'll be something elaborate

Mon, Jan 14, 2013

Molly ... yes or no

Drug test wise is the question

Too late

OMG this is the mmo after I texted
What are you doing? Oh my God I would like to let you know that that's a thing. Yeah I know we know. Approving is very irritating. Know the menu list you like you. Like your pinky, would you like some hay? Still.

Yes it shows up

Working. Derby about to start. What time is the show

Delete this ... Also I'm "darts girl" per 2 introductions

No need to text back. Yay horses. Walking to show now.

Sorry you got labeled. All this deleted

EXHIBIT DD

(Text message dated September 25, 2022)

Thai Elephants Restaurant Delivery
_Takeout | 915 Folly Road
Charleston | Menu _Prices |
doordash.com



Sep 25, 2021 5:33:31 PM

Check out Alvin Ord's Sandwich Shop on
DoorDash!

Sep 25, 2021 5:34:01 PM

Alvin Ord's Sandwich Shop
Delivery _Takeout | 2875 Ashley
River Road Charleston | Menu _
doordash.com



Sep 25, 2021 5:34:05 PM

Check out Page's Okra Grill on DoorDash!

Sep 25, 2021 5:36:07 PM

Page's Okra Grill Delivery _Takeout
| 302 Coleman Boulevard Mount
Pleasant | Menu _Prices | DoorDash
doordash.com



Sep 25, 2021 5:36:39 PM

Check out Graze Restaurant on DoorDash!

Sep 25, 2021 5:37:59 PM

Graze Restaurant Delivery _Takeout
| 863 Houston Northcutt Boulevard
Mount Pleasant | Menu _Prices |
doordash.com



Sep 25, 2021 5:38:02 PM

Check out East Bay Deli on DoorDash!

Sep 25, 2021 5:40:28 PM

East Bay Deli Delivery _Takeout |
858 Savannah Highway Charleston
| Menu _Prices | DoorDash
doordash.com



Sep 25, 2021 5:40:28 PM

Clemson lost. 🏈



Sep 25, 2021 7:42:28 PM

Can I take a shower?



Sep 25, 2021 7:42:47 PM

EXHIBIT EE

(Text message dated April 9, 2021)

You have nothing to feel guilty about. You have nothing to be ashamed of. You're not taking advantage of me. I've made conscious and informed decisions during this time and I'd make them all again.

I love you. You are very special to me. I would and will generously provide for you for the rest of your life, regardless of whether we're married or not. Possessions and money mean nothing to me in the big picture and I would give anything I have to you. I genuinely mean this. You and your happiness are more important to me than any amount of money.

Apr 9, 2021 9:02:22 PM

I will talk to you about any of this whenever you want.

I need to be honest: I completely made that up about someone calling me. I fabricated it, completely. I was feeling insecure about how dismissive I perceived you being when I dropped the car off earlier. I ruminated about it. I allowed myself to get worked up. I allowed my fear to take over. I took what I assumed you would be saying in my worst case scenario (how I fear you feel) and acted like I knew you were saying it to people. I guess I was seeking reassurance or even to get the response I got - some kind of affirmation that I'm not loved. I don't really know, but I fucked up. I actually caused the response I feared the most (my subconscious desire maybe?).

I realize how manipulative and dishonest that was. You said it: I was playing games. I didn't really plan it - it was all so impulsive. I didn't anticipate how you would feel about it - like people are talking bad about you. I realize how this hurt you. I was being selfish and I'm embarrassed and ashamed.

Apr 9, 2021 11:50:11 PM

I'm scared to tell you this, but I need to be honest and not allow my bad behavior to hurt you for even another second. Change requires that I confront myself if and when I do stuff like this and be honest about it.

I'm very sorry. I messed up. I know this isn't helping our relationship or your ability to trust me and that you'll certainly want to avoid me now. Your reaction was and is justified. I just needed to be honest and I have to accept the consequences for this behavior, whatever they may be. I'm so sorry.

Apr 10, 2021 7:07:47 AM

EXHIBIT FF

(Text message dated August 19, 2021)

Why would you ever want to be involved in the business where that happened again? How could you ever feel comfortable in that office again? I get that. It's understandable, I caused that and I'm very sorry. But being sorry doesn't negate the consequences.

Aug 19, 2021 1:58:12 PM

So... I get it. I wish I could take it all back but I can't. You get to choose what happens and how your life moves forward. You know my preference, but that's the lowest priority. I care about you and will "let you go" if that's what you truly want.

Aug 19, 2021 2:01:10 PM

I hope these texts don't cause more pain, but this is me being brutally honest. At times in the past I've minimized your fears or painted you as crazy for insecurities. At the time I didn't truly grasp or accept the damage I caused or how that lead to where we were (and are).

Aug 19, 2021 2:00:01 PM

I do now and I accept responsibility for this.

Aug 19, 2021 2:00:22 PM

It's really so much more than Grace. I actually really understand that to a degree.

It's the fact that you lied about it for so long.

When I think about whether we could reconcile, I can't get past all of the other concerns I have that I feel would be minimized or lied about.

I feel much more anger and disgust about Lauren Helder. Every time I enter my time, I see her name. I feel tremendous shame about her being brought in on Jackson and that situation.

Aug 19, 2021 2:00:47 PM

I think about the text messages and that I still don't believe she was texting her brother. I think about seeing you two in the office together when I was pregnant with Amelia and right when we got home from marital counseling. I think about how Lauren's text message echoed exactly what that random girl facebooked me about you. Remember Emily's bachelorette party and me getting that Facebook message?

EXHIBIT GG

(Text message dated May 9, 2021)

You looked and were absolutely stunning today - all day. Thank you for the privilege of being your companion. It was seriously an honor.

May 8, 2021 8:43:17 PM

May 8, 2021 7:56 AM

Happy Mother's Day. The most amazing parts of my life all originated directly with you. You are an amazing mom and the kids and I are so blessed to have you. You give us so much. I'm so glad we could spend this weekend giving to you. We love you.

May 9, 2021 7:56:01 AM

Tap to Download

IMG_8845.heic

May 9, 2021 8:02:17 AM

That's the best one I got. There's more in the shared album.

May 9, 2021 8:02:17 AM

Laura responded

May 9, 2021 8:52:00 AM

Stuck at the bridge. ☹️

May 9, 2021 11:02:00 AM

Tap to Download

IMG_8462.heic

May 9, 2021 1:57:24 PM

Tap to Download

recorded-1...mov

May 9, 2021 4:12:51 PM

Tap to Download

recorded-1...mov

May 9, 2021 4:12:51 PM

EXHIBIT HH

(Text message dated May 30, 2021)

See my drive in Waze
waze.com

May 30, 2021 9:13:26 AM

Did you just hang up on me?

May 30, 2021 9:16:52 AM

I'm using Waze to drive to to 664 McCutchen St,
Charleston, SC, arriving at 9:49 AM. Watch my drive
in real-time on the Waze map!

May 30, 2021 9:17:17 AM

See my drive in Waze
waze.com

May 30, 2021 9:17:20 AM

Yes. Sorry. I'm very frustrated.

What is this plan this afternoon? What do I need to
plan for? When you have the guy working on stuff at
ER...

May 30, 2021 9:17:50 AM

Emotionally I really need some time
today to process things and plan about my Dad.

I haven't even tried to break into his bank accounts
but need to ASAP to pay for cremation.

You cannot do anything for me in this regard except
for cover me
with the kids.

May 30, 2021 9:19:37 AM

I'm sad and feeling conflicted. There is nothing you
can do or say to change that right now.

Sorry. Just trying to over-communicate.

I'll do whatever you need me to do, with a smile on
my face. I'm not your enemy.

May 30, 2021 9:26:23 AM

So you tell me.

May 30, 2021 9:27:09 AM

Tough day. When I look at you I'm amazed at your
strength and compassion. I will do whatever I can
for you.

May 30, 2021 12:11:22 PM

EXHIBIT II

(Text message dated August 18, 2021)

Hahahaha.

Aug 18, 2021 4:39:26 PM

How about we don't let me watch it?

Aug 18, 2021 4:39:33 PM

I just want to say: Thank you for everything you do. You're incredible. You're the glue that holds this family together. You're the inspiration for all that I do for our family too. I cannot express adequately how grateful I am for you. I mean it.

Aug 18, 2021 4:47:24 PM

Aug 19, 2021 9:11:41 AM

Tap to Download



Screenshot...jpeg

Aug 19, 2021 10:01:30 AM

We're good but thank you

Aug 19, 2021 10:27:48 AM

Not sure what that means, but okay.

Aug 19, 2021 10:30:55 AM

The goal was to let you nap, run errands, and walk.

Aug 19, 2021 10:31:05 AM

Right. Thank you. I got it. I'm going to nap. HMM is watching a movie.

Aug 19, 2021 10:31:43 AM

**SUPPLEMENTAL AFFIDAVIT OF
STEVEN MARC ABRAMS, J.D., M.S.**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Family Court

Family Court Case No. 2022-DR-10-3072

Appellate Case No.

Lindsay F. McGee,

Petitioner,

v.

Justin McGee,

Respondent.

SUPPLEMENTAL AFFIDAVIT OF STEVEN MARC ABRAMS, J.D., M.S.

PERSONALLY APPEARED BEFORE ME, the undersigned, who, being duly sworn, deposes and states the following:

Background

1. My Name is Steven Marc Abrams. I am a licensed Attorney and Counselor at Law, in good standing, in South Carolina, Washington, DC, and New York. I am a member of the South Carolina Bar, The Washington DC Bar, The New York State Bar Association, and the New York State Academy of Trial Lawyers. My office address is 1154 Holly Bend Drive, Mount Pleasant, South Carolina 29466. My office phone number is (843) 813-1996. My full credentials are included in my CV which is appended to this my first affidavit in support of Petitioner's Motion to Suppress. This affidavit is supplementary to my original affidavit.

Bugging Investigation – updated information regarding Respondent's use of more than a dozen spy cameras in Petitioner's residence

2. Since filing my affidavit in this matter before the South Carolina Court of Appeals new information has come to light. Respondent filed his Return to Petitioner's Amended Motion to Suppress Evidence supported by his own affidavit (hereinafter "McGee Aff.") and an affidavit of his expert Sean Leonard (hereinafter "Leonard Aff.") regarding the allegations of spy camera use in Petitioner's home, and the interceptions of Petitioner's electronic communications.

Respondent's admitted use of Spy Cameras

3. In his affidavit Respondent admits to having purchased numerous spy cameras, and to having installed them not only in Petitioner's home, but also in his law office, and his residence and camper. (*McGee Aff.* ¶ 57.) Given the wide availability of inexpensive and reliable Ring and Nest security cameras, Respondent's claim that his purchases of Spy Cameras, e.g. cameras hidden inside common household objects, was "for personal property protection and the safety of our family" doesn't ring true. (*McGee Aff.* ¶ 57). In many cases these spy cameras cost two or three times as much as an equivalent Ring or Nest security camera and have a single added purpose of hiding the fact that one is secretly recording video and possibly audio. Unlike a security camera, spy cameras give no visual indication that they are recording.

Best Evidence is in Respondent's Possession

4. Respondent is in possession of all the spy camera that he admits were used in Petitioner's home, except for the one we recovered from the garage. He is also in possession of all the devices (phones and/or tablets) used to monitor these cameras on

the special software app ("IoT") when they were secreted inside petitioner's home. He has yet to produce these devices and spy cameras. Respondent could have quickly put this controversy to rest by producing these items. A forensic examination of the spy cameras removed from the McCutchen home and the devices used to control them would quickly and definitively determine if Respondent intercepted Petitioner's communications.

Additional Spy Camera Purchases and New Information Regarding Recovered Camera

5. Since my original affidavit purchase records have come to light for many additional spy cameras purchased by Respondent, including four earlier SCS Enterprises cameras purchased through Amazon in July 2021. These Amazon-purchased cameras were also disguised as outlet splitters with USB chargers. However, these four Amazon-purchased SCS cameras did not contain microphones, and thus were video only. The SCS Enterprises cameras purchased after these in 2022 were identical in outward appearance, disguised to appear as outlet splitters with USB chargers, but did contain audio recording capabilities from a built-in microphone. From the analysis of Respondent's purchase records obtained in discovery, we also know of additional spy cameras purchases, including from knowyournanny.com (1/24/2021), Zetronix (1/4/2021), and The Spy Store (1/4/2021).
6. At the time of my original affidavit, we did not know about Mr. McGee's earlier Amazon purchases of SCS Enterprises spy cameras. We assumed Respondent's SCS Enterprises spy camera found hidden and actively recording video in Petitioner's garage on July 23, 2023, was one of the SCS units that possessed audio and video recording

capacity, since we knew of no others purchased by Respondent prior to his affidavit. In his affidavit Respondent states, "The camera that I left in [Petitioner's] garage was one that I bought from Amazon in July 2021." (*McGee Aff.* ¶ 65). I have since conferred with the owner of SCS Enterprises and based on a photo I sent him of the internals of the spy camera found in Petitioner's garage, he confirmed that it was a video only unit containing no microphone.

Respondent's Spy Camera left in Petitioner's Garage was Operational until July 22, 2023

7. Respondent also claimed in his affidavit that there were no operational cameras left in the McCutchen House after he lost access to the house in the Summer of 2022. (*McGee Aff.* ¶ 62). He stated, "There was one camera, specifically the one identified in the motion, that I inadvertently left on a shelf in the garage. It was not plugged in or connected to the network, so it could not capture video." (*McGee Aff.* ¶ 63). This is patently false. This spy camera left in Petitioner's garage was actively recording video as it had been doing for at least 10 months when it was found and brought to me on July 24, 2023. I forensically examined the SD memory card inside the unit and saw months of video of Petitioner, her children, and other adults captured without their knowledge or consent on this camera that was very much operational and capturing video. Also, the earliest video segment remaining on the SD card was recorded at 9:47 AM on October 9, 2022. It does not show someone plugging the spy camera into the wall as it would have to if, as Respondent claims, he left the camera harmlessly sitting on a shelf in the garage, and if as he claims it would "resume recording using default settings upon power being restored." (*McGee Aff.* ¶ 69). In fact, that first remaining segment of video shows

nothing moving in the garage to trigger the motion sensor. There are only inanimate objects seen in the frame. It is consistent of what one would see when the video was remotely triggered by someone in live view mode when the camera is connected to a network. The video itself fully refutes Respondent's claim that he unplugged the spy camera, and it was "inadvertently left on a shelf in the garage. It was not plugged in or connected to the network, so it could not capture video." (*McGee Aff.* ¶ 63).

8. John Bumgarner has tested an identical SCS Enterprises spy camera and found that upon being plugged back into power it resumed its Wi-Fi and Internet connectivity without intervention required by the user as falsely claimed in Respondent's affidavit. (*McGee Aff.* ¶¶ 68-70). There is no reason to believe that the SCS camera in Petitioner's garage ever lost network connectivity because of possible power issues.
9. I know the camera was configured for motion detection because the second video segment from October 9, 2022, at 9:49AM, was triggered by the children playing in the garage.
10. The fact that there is not an initial video segment showing someone plugging in the camera means the camera possibly had been operational and recording video segments since much longer than October 9, 2022. The SD Card memory is arranged in what is known in computer science as a "circular queue". In this data structure the end of the memory space is wrapped around to the first memory space, so once the entire contents of memory are filled with data the next data written begins from the top again overwriting the oldest data with the newest data. This circular arrangement of data assures that the most recent data is always saved at the expense of overwriting the oldest data. Because there is no initial video segment preserved in the memory of the SD Card in which

someone is seen plugging in the spy camera it is very likely that the October 9, 2022, 9:47 AM video segment is just the top of the circular queue, and not a record of the point in time when the camera was first plugged in and started its recording.

11. Based on this we believe that the camera had been recording video in the garage since before October 9, 2022, long enough to fill up the 16 GB memory and wrap the write pointer to the top of the circular buffer. From the fact that the oldest surviving video segment has no movement associated with it, it is not likely that this was a motion activated video segment. It is more likely the video was triggered remotely based on this lack of visible movement, and that indicates that the spy camera was connected to a network and being monitored remotely on October 9, 2022.

The Router Logs are accurate as to what devices were in the McCutchen Home.

12. Respondent has made much of the date-stamp inconsistencies in the router logs. He had two associates write affidavits stating that they were not in the McCutchen home on the date that is indicated on the router logs. What they cannot and do not say, is that their wi-fi devices were never in or near the McCutchen house. In fact, the router logs are reliable as far as knowing which devices were in the McCutchen home since Petitioner set up her Internet service. Thus, we know reliably that Respondent installed 13 spy cameras in the McCutchen home, even if we cannot state exactly when they were there. We know that at least one was still there, and still recording video until it was found and removed on July 22, 2023. The only shortcoming of the router logs is that they are not reliable for determining the date when devices were last seen by the router. This does not diminish the evidentiary value of the logs for establishing the presence of

Wi-Fi connected devices within the home at some time over the two years that Petitioner has lived in the house.

Bandwidth Reports from McCutchen Router Evidences Multiple Cameras Streaming Outbound from Within the Home

13. Respondent purchased a mix of over a dozen spy cameras in 2021 and 2022. John Bumgarner has found evidence in the router logs from the McCutchen home that 13 unique cameras were connected to the Wi-Fi in the home. Based on what we know about the spy cameras purchased by Respondent aside from the early purchases in July 2021 from Amazon, Respondent was purchasing spy cameras with audio and video capabilities. Therefore, the reasonable inference to be made is that many of the 13 spy cameras that were known to have been placed in Petitioner's home were audio and video equipped.

Network bandwidth utilization is a means of gauging how much streaming activity is occurring in a household. The High-Definition spy cameras that Respondent used in Petitioner's home are known to heavily use outbound network resources when streaming video (and audio). Mr. Bumgarner observed very heavy outbound bandwidth utilization in the router logs from the McCutchen house which he ascribes to the outbound bandwidth used by the multiple spy cameras accessed by Respondent.

Petitioner had a Reasonable Expectation of Privacy

14. Based on Respondent's Binding Stipulation executed on June 6, 2022, the parties' separated residences on February 21, 2021, and never reconciled or cohabited. Thus, Respondent never resided at the McCutchen house. Petitioner was never in a position

to implicitly consent to Respondent's video and audio surveillance of her, including by the multiple spy cameras hidden in her home, at any time after February 21, 2021.

iPhone names are freely set by the user.

15. Respondent claims his iPhone 8 was named "Justin's iPhone" and that phone suffered a battery failure that destroyed the phone. Since the name of the iPhone is set by the user, there is nothing to stop Respondent from naming another iPhone "Justin's iPhone".

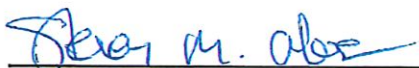
Opinions

16. Despite a blizzard of paper and multiple affidavits to the contrary, the fact remains that Respondent used multiple spy cameras secreted within Petitioner's home to record her without her knowledge or consent. My examination of the spy camera recovered from the garage in Petitioner's home, informed by John Bumgarner's experimental evidence using a similar SCS Enterprises spy camera confirmed that the camera was operational until it was discovered on July 22, 2023.
17. The initial video segment from October 9, 2022, depicts no motion events that would trigger motion activated recording. We know from the video segment minutes later that motion if present would trigger video recording in this camera. Mr. Bumgarner has confirmed empirically that the camera will reconnect to Wi-Fi and the Internet after a power interruption with no user intervention. Thus, it is possible and likely the October 9, 2022, 9:47AM video segment was triggered remotely by someone connected to the camera using the IoT application. If so, Respondent is the only one likely to have done this.
18. Given the thirteen Spy Cameras known to have been secreted in the McCutchen house by Respondent, and Respondent's multiple purchases of audio capable spy cameras,

reason dictates that many of the spy cameras that Respondent secreted in Petitioner's home were the cameras he purchased that were able to record audio. Specifically, we know from the nomenclature of the cameras seen in the router logs that at least six cameras were the ones purchased from SCS Enterprises. Assuming four of these SCS cameras seen in the router logs were the non-audio cameras, then at least two of the SCS cameras secreted in the McCutchen home had to be cameras that had audio recording capabilities. However, given the timing when the five audio recording cameras were purchased from SCS in 2022, it's probably likely that more than two of the SCS cameras seen in the router logs were audio capable. Logic also requires us to assume that having secreted audio capable spy cameras in Petitioner's home, that Respondent would have used them to eavesdrop on her aural communications in the process of surveilling Petitioner and others.

19. The Binding Stipulation signed by Respondent effectively negates any notion that implied consent by Petitioner interfered with her expectation of privacy or curtailed her right to seek remedies for Respondent's interceptions of her electronic, wired, or aural communications.

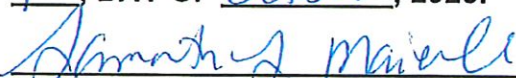
FURTHER THE AFFIANT SAYETH NOT!



Steven Marc Abrams, J.D., M.S.

SWORN TO AND SUBSCRIBED BEFORE ME THIS

4th, DAY OF October, 2023.



NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: March 18, 2024

**SUPPLEMENTAL AFFIDAVIT OF
JOHN BUMGARNER**

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Family Court

Family Court Case No. 2022-DR-10-3072

Lindsay F. McGee Petitioner

v.

Justin McGee Respondent

SUPPLEMENTAL AFFIDAVIT OF JOHN BUMGARNER

PERSONALLY APPEARED BEFORE ME, the undersigned, who, being duly sworn, deposes and states the following:

Background

1. My name is John Bumgarner. I am a retired member of the US Armed Forces, where I specialized in intelligence and special operations. I have performed work for the Central Intelligence Agency, Defense Intelligence Agency, National Security Agency and the United States Special Operations Command. My current fields of concentration are cybersecurity and network forensics. I have a Master Degree in Information Systems and one in Security Management. I have been a Certified Information Systems Security Professional (CISSP) for 24 years and a Systems Security Certified Practitioner (SSCP) for 22 years. I have assisted in the exam development for both of these internationally recognized cybersecurity certifications. I was one of the first GIAC Incident Handler (GCIH) certified worldwide. I have published dozens of articles on cybersecurity and cyberwar. And I have lectured on these topics at the Naval Postgraduate School, King's College London, Queen's University Belfast and other institutions. Some of my research in my fields of expertise have been used by multiple organizations, including the Atlantic Council, Department of Defense and the North Atlantic Treaty Organization (NATO). This research has also been used in hundreds of articles, books and studies that have been published. Additionally, I have consulted on various projects with the Federal Bureau of Investigation, the United States Secret Service and the Department of Homeland Security. I am currently based out of an office

in Asheville, North Carolina. My full credentials are included in my CV which is appended to this affidavit.

2. On Monday, July 10, 2023 the law firm McDougall Self Currence McLeod headquartered in Columbia, South Carolina retained my consulting services to investigate alleged cyber intrusions into various accounts owned by their client Lindsay McGee. My role has now become that of a testifying expert.
3. My investigation into the alleged cyber intrusions and spying allegations required a detailed analysis of multiple pieces of technical data and non-technical information spanning back to January 2021. This supplemental affidavit is designed as a response to the Return to Petitioner's Amended Motion to Suppress Evidence filed on Friday, September 29, 2023. This response contains additional evidence related to covert spy cameras and their use by Justin McGee.

History

4. On Monday, January 25, 2021 Lindsay McGee signed a lease for the property located at 664 McCutchen Circle Charleston, SC, 29412, On Monday, February 1, 2021 Ms. McGee began moving out of her marital residence located at 7312 Eddy Farm Road, Hollywood, SC 29449. On Tuesday, February 23, 2021 AT&T enabled internet service at the McCutchen residence. On Monday, June 6, 2022 a Binding Stipulation was executed that confirmed that the parties' separated residences on Sunday, February 21, 2021 and never reconciled or cohabited.

Router Logs from Ms. McGee's Residence

5. Lindsay McGee believed that her estranged husband Justin McGee might have installed listening devices in her residence. On Thursday, July 20, 2023, Ms. McGee gave Peter Currence verbal authorization for me to access her AT&T Smart Home Manager. Subsequently Peter Currence gave me written permission at 17:14 EDT to access her Smart Home Manager. This application is used to manage and monitor access to the Wi-Fi network within her private residence.
6. On Friday, July 21, 2023 at 17:17 EDT I was provided with the login credentials to access the Smart Home Manager application associated with her home Wi-Fi network. A preliminary review of the Smart Home Manager, which manages an Arris BGW210-700 (DSL modem) indicated that there were 8 connected Wi-Fi capability devices in her residence. These devices included multiple televisions, a personal computer, a Nintendo Switch and other Internet of Things (IoT) devices. On Saturday,

July 22, 2023 at approximately 09:00 EDT, I accessed her Smart Home Manager to conduct a detailed review of the historical devices that had previously connected to her Wi-Fi network using valid credentials, which are the Service Set Identifier (SSID) and the associated password. These credentials must be entered by any electronic devices to connect to the Wi-Fi network in Lindsay McGee's private residence.

7. The detailed review of the historical devices connected to her Wi-Fi network indicated that six unique devices named GF-PH130 had been previously connected. (Exhibit A) GF-PH130 is the nomenclature for a wireless pinhole camera developed by the Chinese company Shenzhen Goodflys Technology Corporation Limited. The company is based in Shenzhen, China. I immediately notified her attorney Peter Currence about the possibility of there being covert surveillance cameras in his client's private residence. In the late afternoon (exact time unknown) on Saturday, July 22, 2023, Peter Currence convened a three-way with Lindsay McGee and me. During this call I informed Lindsay McGee about my findings and asked her multiple questions about any electronic items that her estranged ex-husband Justin McGee might have given her or placed in her residence.

Hidden Surveillance Cameras

8. After we ended the call Lindsay McGee searched her residence. At 17:05 EDT her attorney Peter Currence sent me text messages containing photographs of multiple devices that Lindsay McGee believed could be hidden cameras
9. A visual inspection of the device's labels based on the photographs indicated that one of the devices discovered was manufactured by SCS Enterprises. This company's physical address is 6 Fortune Way, Montebello, New York 10901. The company operates two websites, which are <https://www.spycameras.com> and <https://Wi-Fispycameras.com>. The device's label also indicated the nomenclature of the camera. The camera was model WF-100PCX. The serial number of the device was 21050298 and the Unique Identification Number (UID Number) was uuuu-197658-bxgmc.
10. A review of the vendor's website indicates that the device discovered was a WF-113. SCS Enterprises states on their website that this device is a "spy camera" and that the camera is hidden in a common AC outlet splitter. The WF-113 features include; power using 110v (standard wall outlet), 1080p HDTV high-definition video, nightvision, Wi-Fi networking and recording capabilities using an embedded Secure Digital (SD) card. The website states that the device can be securely accessed through a remote internet connection using software, which is available for iPhones, iPads, Android devices and

personal computers, such as Microsoft Windows. This spy camera can be purchased with multiple configurations, such as the viewing angle of the lens and audio capabilities. The weblink for this camera is <https://Wi-Fispycameras.com/collections/power-adapter-and-chargers/products/copy-of-Wi-Fi-ip-wireless-spy-camera-hidden-in-power-adapter-by-scs-enterprises-1>.

11. On Tuesday, July 25, 2023, attorney Currence transmitted a subpoena to SCS Enterprises to obtain the purchase history for the covert surveillance camera discovered in her residence. SCS Enterprises' subpoena response indicates that the device was purchased by her estranged husband Justin McGee.
12. SCS Enterprises' confirmed that the spy camera discovered in Lindsay McGee's garage was one manufactured by the company. And the company's records indicated that Justin McGee purchased five covert surveillance cameras in 2022 from their e-commerce portal using his PayPal account. (Exhibit B) These records indicated that all the covert surveillance cameras purchased had audio capabilities. This capability allowed these cameras to record both audio and video when the covert surveillance camera was activated by motion detection or in "live view mode."

Respondent's admitted to the use of covert spy cameras

13. Justin McGee admitted to not only purchasing numerous spy cameras, but also to installing them in Lindsay McGee's private residence, his residence, their former law office and their camper. (McGee Aff. ¶ 57.) It is unclear why Justin McGee purchased over a dozen spy cameras and not standard home surveillance cameras, such as those manufactured by Blink and Ring. The obvious design of home surveillance cameras makes them more noticeable to those individuals being recorded thus these cameras often act as a deterrent mechanism. Spy cameras on the other hand are designed to be completely hidden from those individuals being recorded. I have received extensive training in physical security in the U.S. Military and in my Master's Program for Security Management. Part of the curriculum focused on the proper placement of security cameras and lighting systems on various buildings to include private homes. Based on this professional expertise any standard home surveillance camera placed at the primary ingress routes (front door, back door, garage door) into Ms. McGee's private residence would have been more of a deterrent than the 13 covert spy cameras (identified in the router logs) that were deployed in a home that is only 1464 square feet with 3 bedrooms and 2.5 baths.

PayPal transactional records for Justin McGee

14. Concerning the SCS Enterprises' purchase records. On Wednesday, July 26, 2023, attorney Currence transmitted a subpoena to PayPal to obtain the purchase history for the covert surveillance camera purchased by Justin McGee through SCS Enterprises' website. PayPal subpoena response was received on Friday, August 11, 2023.
15. The transactional records for Justin McGee's PayPal account show that he purchased five covert surveillance cameras from SCS Enterprises on three separate occasions in 2022. These purchases were on January 31, 2022, April 25, 2022 and July 26, 2022. The devices purchased were shipped to Mr. McGee's then office address: 125 A Wappoo Creek Drive, Suite A, Charleston, South Carolina, 29412. The payment methods used for these purchases were an American Express card and an account linked to First Arkansas Bank & Trust.
16. A thorough review of the transactional records for Justin McGee's PayPal account showed that he had purchased additional covert surveillance cameras in 2022. On January 24, 2022 he purchased devices from the website knowyournanny.com. The website is operated by Nanny Watch Services, Inc. and Marquis Security Cameras. Both these companies sell covert surveillance cameras. The devices purchased from the website knowyournanny.com were shipped to Mr. McGee's office at 125 A Wappoo Creek Drive, Suite A, Charleston, South Carolina, 29412. The payment method used for this purchase was linked to an account at First Arkansas Bank & Trust. Additional information is required from Nanny Watch Services to identify the specific device purchased. This information is needed to determine the device's capabilities and its design specifications.
17. Justin McGee's PayPal records also indicated that he purchased a covert surveillance camera from Deluxe CCTV Incorporated's website. This purchase was on April 25, 2022, which is the same date that he purchased two covert surveillance cameras from SCS Enterprises. The device purchased was model number BB4KWi-FiSOUNDBAR-04, which is a Soundbar Bluetooth Audio Surround Sound Speaker With 4K UHD Wi-Fi Camera. The vendor's website indicates that the device can be configured to have both night vision and audio. Additional information is required from Deluxe CCTV to determine the purchased device's capabilities and its design specifications. The device in question was shipped to Mr. McGee's office at 125 A Wappoo Creek Drive, Suite A, Charleston, South Carolina, 29412 and was paid for with an American Express card.

Respondent's admitted to purchasing additional spy cameras

18. Justin McGee disclosed in his affidavit dated Friday, September 29, 2023 that he had purchased 4 additional WF-113 cameras from SCS Enterprises through Amazon in July 2021. (McGee Aff. ¶ 65.) (Exhibit C) It is unclear why SCS Enterprises's subpoena response on Wednesday, July 26, 2023 did not include these purchases from 2021. These additional purchase records have now allowed us to properly identify the covert spy camera discovered in Lindsay McGee's residence on Saturday, July 22, 2023. This new evidence indicates that this spy camera was most likely installed in Ms. McGee's private residence sometime in the Summer of 2021.

Spy camera from Lindsay McGee's residence

19. On Monday, July 24, 2023, Lindsay McGee provided the WF-113 device to Steve Abrams. Mr. Abrams disassembled the device and confirmed that it contained a hidden camera. After the disassembling Mr. Abrams was able to extract the 16GB SD card embedded in the device. According to the manufacturer this SD card is used to store recordings created by the camera. Mr. Abrams confirmed that the SD card contained recordings for the time period between October 9, 2022 and July 22, 2023, at which point Lindsay McGee removed this device from an outlet in her garage. This location gave the person monitoring this covert surveillance camera unfettered access to Lindsay McGee's physical activities in her garage.

20. There was a gap in the recordings from December 24, 2022 to April 30, 2023. It's unclear why this gap exists in the recordings. There are two likely scenarios that could explain this recording gap. The first is that the device could have been physically unplugged from the primary wall outlet. The second could be that the breaker for the primary outlet was either tripped or turned off.

21. As previously mentioned the spy camera discovered in Ms. McGee's garage contained a 16GB SD card on which videos were recorded when the device was activated by motion detection. The spy camera is designed to delete older videos once the card has reached its capacity. We have confirmed that this device was likely installed in McGee's private residence sometime in the Summer of 2021. Based on this information and the design of the camera we now know that recordings existed prior to October 9, 2022. These previous recordings were systematically erased by the camera so newer recordings could be saved. The vendor's manual for the WF-113 states "*when the memory becomes full, it will start to overwrite oldest videos automatically.*"

Spy cameras in router logs

22. A detailed review of the historical devices connected to Ms. McGee's Wi-Fi network indicated that six unique devices named GF-PH130 had been previously connected. (Exhibit A) GF-PH130 is the nomenclature for a wireless pinhole camera developed by the Chinese company Shenzhen Goodflys Technology Corporation Limited. The company is based in Shenzhen, China. GF-PH130 is the default name used by the WF-113 sold by SCS Enterprises. We have definitive evidence that Justin McGee purchased 9 WF-113 spy cameras manufactured by SCS Enterprises. This evidence shows that 5 of these spy cameras had audio capabilities and 4 cameras had no audio capabilities. Based on this evidence we can make a logical conclusion that some of the six GF-PH130 spy cameras identified in the router logs recorded audio inside Ms. McGee's private residence without her consent.
23. The log review also identified 7 other devices with Wi-Fi components manufactured by Shenzhen Bilian Electronics Corporation Limited. (Exhibit A) These Wi-Fi components are the same type used in the spy cameras manufactured by SCS Enterprises. Justin McGee's PayPal records show that he purchased additional spy cameras from Deluxe CCTV Incorporated and knowyournanny.com. We also discovered some 5 questionable purchases made by Justin McGee in November 2022 and December 2022 using his CitiBank account that look to be related to spy cameras. Subpoenas have been transmitted to the respective parties to obtain more information about the items purchased.
24. Sean Leonard has called into question the reliability of the router logs as evidence based on several erroneous "last activity" date stamps (Leonard Aff. ¶ 22.) related to specific devices unrelated to the spy cameras. I have also questioned how these dates are generated by the Arris BGW210-700 router. We are actively doing research to determine how these dates are created by the router. Sean Leonard has confirmed that the router logs are highly accurate as a method to identify devices that have accessed Ms. McGee home network. (Leonard Aff. ¶ 22.) Based on Sean Leonard's affidavit we can now confirm that all the devices listed in the router logs have been on Ms. McGee home network. These devices include the 13 spy cameras identified by their names and the Wi-Fi components used.

Text messages related to covert surveillance activities

25. On Monday, May 17, 2021 in a text message Justin McGee stated *"I began using my old cell phone to track the Infiniti at times back in March. It was when divorce was being hotly discussed and anticipated. I didn't do this every time you had the Infiniti, but I did sometimes. Part of it was about me missing you and wanting to feel connected somehow and part of it was about divorce and evidence gathering. I also was dishonest about it at times when you asked."* He also states *"...without having to come clean about tracking and, thus, lose my ability to continue doing it."* (Exhibit D)
26. On Thursday, August 19, 2021 in a text message Lindsay McGee stated *"I thought that I saw weird lights in my room and became convinced you had a hidden camera somewhere. I didn't want to bother to ask you because I don't think you would be honest."* Justin McGee replies *"...I'm not spying on you..."*, (Exhibit D) It is worth noting that Justin McGee purchased 4 spy cameras in July 2021 from Amazon. (Exhibit C) One of these spy cameras was discovered in Ms. McGee's home on Saturday, July 22, 2023. So it is not unreasonable for Lindsay McGee to have had concerns that her estranged husband was spying on her with hidden cameras in August 2021.

Respondent's suggests that Ms. McGee installed a spy camera

27. Justin McGee stated that he believed that Lindsay McGee knew about the spy camera discovered in her garage because of a text message from Thursday, September 8, 2022. (McGee Aff. ¶ 76.) The text message in question was obtained through a subpoena related to a different case involving other parties. This text message states *"Just tested the spy/camera thing"* On Tuesday September 6, 2022 Lindsay McGee purchased 2 different radio frequency scanners from Amazon. (Exhibit E) These scanners were consumer grade scanners designed to potentially locate spy cameras or GPS trackers. The text message that Justin McGee referenced was related to Ms. McGee using these radio frequency scanners and not about the hidden camera discovered in her home on Saturday, July 22, 2023.

Respondent's suggests that a power outage impacts the spy camera configuration

28. Justin McGee states *"if the device <spy camera> is unplugged or otherwise loses power, the user must repeat the process of connecting the application <IoT management software> and then to a wireless network to access the device or record remotely. (McGee Aff. ¶ 68.)* This statement is incorrect. The 9 spy cameras manufactured by SCS Enterprises and purchased by Justin McGee have an internal battery, which allows the camera to maintain its last configuration. The vendor's manual

for the WF-113 states *"when the camera is all set up, you can unplug the camera and move to another room, As long as the camera is placed within the same <Wi-Fi> network, it will automatically re-connect to the router."*

Respondent's indicates that cameras were removed from McCutchen residence in 2022

29. Justin McGee states that he removed these spy cameras from Ms. McGee private residence in the Summer of 2022. This is most likely false based on the bandwidth logs associated with Ms. McGee's internet service. The AT&T bandwidth records provide information on the number of gigabytes of data that is either being downloaded or uploaded through Ms. McGee's home internet service. Most consumers have higher download usage than upload usage. This is due to users watching streaming content, such as Netflix or YouTube and accessing sites with high graphical content, such as Facebook or Instagram. The bandwidth records show that for several months in late 2022 there were large spikes in the amount of data being transmitted out of her home network. Streaming surveillance video from multiple spy cameras would create these bandwidth spikes. These anomalies occurred between Friday, August 26, 2022 to Sunday, September 25, 2022, Monday, September 26, 2022 to Tuesday, October 25, 2022, Wednesday, October 26, 2022 to Friday, November 25, 2022 and Saturday, November 26, 2022 to Sunday, December 25, 2022. The largest spike occurred between Friday, August 26, 2022 and Sunday, September 25, 2022. During this period 88 gigabytes of unknown data was transmitted out of Ms. McGee's home network. (Exhibit F) The uploaded data for this period was greater than the downloaded data. Ms. McGee's average monthly bandwidth utilization for outbound internet data is usually under 20 gigabytes.

Respondent's Spy Camera data access

30. Justin McGee states that there are 2 ways to obtain the recordings from any of SCS Enterprises' spy cameras that he purchased in 2021 and 2022. (McGee Aff. ¶ 78.) The first way is to physically have the spying device. This method would require removing the back cover of the device to obtain the internal SD card shipped with the camera. The second method is the most preferred, because it can be performed remotely from anywhere in the world as long as one has internet access. One of these SCS Enterprises spy cameras purchased by Justin McGee was discovered in Ms. McGee's home on Saturday, July 22, 2023. There is technical evidence that shows that there were at least 13 spy cameras. (Exhibit A) Justin McGee has confirmed that he installed spy cameras in Ms. McGee's residence (McGee Aff. ¶ 57.) Since Mr. McGee installed these cameras he also had the capabilities to save any data recorded by these spy cameras without Ms. McGee's express consent.

Spy Cameras in Sean Leonard's affidavit

31. Sean Leonard stated that he purchased a spy camera identical to the one discovered in Ms. McGee home on Saturday, July 22, 2023. He goes on to state that he tested the camera and that it is not possible to delete singular videos or images from the camera. (Leonard Aff. ¶ 20.) This statement is partially true. Any videos captured during a motion detection event cannot be deleted from the internal SD card using the IOTLiving management application. It is possible to delete any video that was created in the Live View mode. Additionally any video created by this spy camera could have been downloaded to another device. And the only way to destroy all the videos written to the internal SD card is through a reformatting process, which is a capability of the IOTLiving management application.

Best Spy Camera Evidence in Respondent's Possession

32. Justin McGee has admitted to installing multiple spy cameras in Ms. McGee's private residence starting in 2021 (McGee Aff. ¶ 20.) and allegedly removing them in the Summer of 2022. (McGee Aff. ¶ 61.) There is technical evidence indicating that at least 13 spy cameras were once deployed inside Ms. McGee's residence. Justin McGee has admitted to managing the 9 SCS Enterprises' spy cameras with the IOTLiving remote management application. Mr. McGee has admitted to having 8 of these spy cameras in his possession. Ms. McGee's attorney Peter Currence sent a "Request to Produce" letter to Justin McGee's attorneys Jerry Theos and Marie Louise Ramsdale on Monday, August 14, 2023. This letter was to obtain the spy cameras purchased by Justin McGee and the devices used to manage these cameras.

Bank of America's emails Respondent's Possession

33. On Tuesday, June 13, 2023 Justin McGee submitted a Bank of America email as evidence at a temporary hearing in Family Court. This email was linked to Ms. McGee personal checking account at Bank of America, which she established on Wednesday, November 17, 2021. When she established this account she used lmcgee9310@redacted as her contact email. Bank of America informed Ms. McGee that an unknown person linked Ms. McGee's personal bank account to her lindsay@mcgee-lawfirm.com email on Friday, March 13, 2023. Ms. McGee states that she did not have access to this corporate email account until Wednesday, May 10, 2023. This access was facilitated and granted by Justin McGee for a legal case that he requested Ms. McGee's assistance on. Prior to Wednesday, May 10, 2023 she had collaborated on this case using her lmcgee9310@redacted with him using his corporate

email account justin@mcgee-lawfirm.com. After Wednesday, May 10, 2023 Ms. McGee did not have access to her corporate email account because Justin McGee revoked her access. The primary person that had unfettered access to this corporate email account on Friday, March 13, 2023 was Justin McGee. There is an ongoing investigation into several Bank of America events that lead to Ms. McGee bank records being transmitted to her former corporate email account with the McGee Law Firm.

Gmail intrusions evidence mentioned in Sean Leonard's affidavit

34. Lindsay McGee has stated on numerous occasions that she believed that Justin McGee was accessing her email accounts, because various emails related to her divorce case were missing. Like most individuals Ms. McGee uses easily guessable passwords and often reused passwords across her accounts. Based on Justin McGee surveillance activities on Ms. McGee since early 2021 it is likely that Mr. McGee has access to her email accounts too. To date Justin McGee has not provided any of his electronic devices for forensic inspection to determine his activity related to any alleged intrusions into Ms. McGee accounts.
35. Sean Leonard has called into question how I would know Lindsay McGee's iPhone software versions on Sunday, March 12, 2023. (Leonard Aff. ¶ 7.) Steve Abrams of Abrams Cyber Law & Forensics based in Mount Pleasant South Carolina, is also working forensics on Lindsay McGee's case for attorney Peter Currence. Information obtained by Mr. Abrams in early November 2022 showed that Ms. McGee's iPhone 13 had iOS 15.7. This iPhone was purchased by Ms. McGee's on Wednesday, September 07, 2022. iOS 15.7 was released on Saturday, September 12, 2022, which was 5 days after she purchased the iPhone 13 from AT&T. Ms. McGee was still in the process of fully setting this new iPhone up, because she felt that her old iCloud account had been compromised by Justin McGee thus she was feeling paranoid about connecting her iPhone 13 to her own Wi-Fi network. The unknown user that accessed Ms. McGee's Gmail account lmcgee9310@redacted on Sunday, March 12, 2023 was using an iPhone with iOS 16.1.1. This operation system was released by Apple in November 2022. Between November 2022 and March 2023 Apple released 4 updates to their 16.x operating system. Historical iMazing records provided by Ms. McGee suggests that she has been actively updating her iPhone 13 on a routine basis.
36. Sean Leonard states that my original affidavit indicated that an iPhone 8 was used in the alleged Gmail intrusion on Sunday, March 12, 2023.. (Leonard Aff. ¶ 10.) I firmly stated in my affidavit that it was an unidentified Apple iPhone and never mentioned an iPhone 8. (Bumgarner Aff. ¶ 12-20.) As of today the owner of this device has not been

positively identified. There are currently outstanding subpoenas, which could positively identify this device and its respective owner.

Recovery of iPhone 8 mentioned in Sean Leonard's affidavit

37. Sean Leonard states that Justin McGee could not have recovered the iPhone 8 in September 2021, because Mr. McGee could not have known Ms. McGee iCloud username and password. (Leonard Aff. ¶ 15.) His assumption is because Ms. McGee never officially alleged this in any previous court filings. (Leonard Aff. ¶ 15.) Mr. Leonard was obtained as an expert witness by Justin McGee in June 2023. To my knowledge Mr. Leonard has not spoken directly with Ms. McGee about her username or password related to her old iCloud account that was linked to the iPhone 8 from 2 years ago. Additionally, Ms. McGee's old iCloud account no longer lists the iPhone 8 as one of her devices. We know based on other evidence that Mr. McGee was actively surveilling Ms. McGee within her private residence with spy cameras in 2021. During this surveillance period Mr. McGee gifted Ms. McGee a new iPhone 12 and he demanded that she relinquish her iPhone 8 to him. Based on Mr. McGee's surveillance history of Ms. McGee it is more than likely that he recovered the iPhone 8 using compromised iCloud credentials. This recovery would have given Justin McGee complete access to Ms. McGee personal communications previously stored on her iPhone 8.

Bank of America intrusions evidence mentioned in Sean Leonard's affidavit

38. On Tuesday, June 13, 2023 Justin McGee submitted a Bank of America email as evidence at a temporary hearing in Family Court. This email was linked to Ms. McGee personal checking account at Bank of America, which she established on Wednesday, November 17, 2021. When she established this account she used lmcgee9310@redacted as her contact email. Bank of America informed Ms. McGee that an unknown person linked Ms. McGee's personal bank account to her lindsay@mcgee-lawfirm.com email on Friday, March 13, 2023. Ms. McGee states that she did not have access to this corporate email account until Wednesday, May 10, 2023. This access was facilitated and granted by Justin McGee for a legal case that he requested Ms. McGee's assistance on. Prior to Wednesday, May 10, 2023 she had collaborated on this case using her lmcgee9310@redacted with him using his corporate email account justin@mcgee-lawfirm.com. The alleged Bank of America occurred at 07:20 PST (10:20 EDT) on Monday, March 13, 2023. (Bumgarner Aff. ¶ 7-11.) Ms. McGee provided a screenshot of the contact information for her Bank of America account. This screenshot showed that her contact telephone was 843-xxx-3367. (Exhibit G) Based on this screenshot and the limited transactional records obtained from Bank of America as of Thursday, August 24, 2023 I believed that the multiple

AuthZ codes were most likely transmitted by the bank to 843-xxx-3367. On Thursday, September 7, 2023 additional information obtained from Bank of America shows that 3 text messages were sent to 843.xxx.2168 on Monday, March 13, 2023. This number is associated with Lindsay McGee's iPhone 13. Ms. McGee has stated that she did not see these messages when they were delivered. On Tuesday, March 7, 2023 Bank of America transmitted a text message to 843-xxx-3367 and Wednesday March 1, 2023 to 843.xxx.2168. There are currently outstanding subpoenas seeking additional data from Bank of America, Intuit and Wide Open West (WOW!) related to the activities in Ms. McGee's bank account on Monday, March 13, 2023. Additional subpoenas have been drafted to obtain information from Bank of America related to specific changes to Ms. McGee's Bank of America account and other activities in her account in March 2023.

iPhone names are established by the user

39. Justin McGee claims that his iPhone named "Justin's iPhone" identified in the router logs for Ms. McGee network suffered battery damage and was not operational in 2023. (McGee Aff. ¶ 55.) (Exhibit C) iPhones software freely allows a user to use any name for their iPhone. Nothing prevented Mr. McGee from naming any iPhone in his possession "Justin's iPhone."

Technical Evidence as of 10-05-2023

40. To date all the technical evidence obtained to develop this affidavit and my original one submitted on Friday, August 25, 2023 was obtained solely by the McDougall Self Currence McLeod law firm, who is representing their client Lindsay McGee. There are still multiple outstanding subpoenas related to various alleged intrusions into Ms. McGee's accounts. There are also outstanding requests to review the data collected by Sean Leonard related to lindsay@mcgee-lawfirm.com email account and to review access logs for various McGee Law Firm M365 accounts. There are also outstanding requests to obtain the spy cameras purchased by Justin McGee and installed in Ms. McGee's private residence from early 2021 to July 2023. This request also includes the devices used by Justin McGee to monitor these spy cameras.

Affidavit Status as of 10-05-2023

41. This supplemental affidavit was developed based solely in response to the Respondent's Return to Petitioner's Amended Motion to Suppress Evidence. As additional data from several outstanding subpoenas becomes available for analysis another supplemental affiant will be created based on that data.

FURTHER THE AFFIANT SAYETH NOT!

John Bumgarner

John Bumgarner

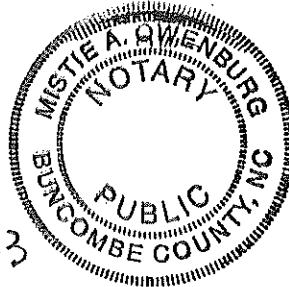
SWORN TO AND SUBSCRIBED BEFORE ME THIS

6th, DAY OF October, 2023.

Mistie A. Owenburg

NOTARY PUBLIC FOR NORTH CAROLINA

MY COMMISSION EXPIRES: 12-21-2023





Device

Broadband

Home Network

Voice

Firewall

Diagnostics

Status

Device List

System Information

Access Code

Remote Access

Restart Device

Exhibit A

Device List

Home Network Devices

Clear and Rescan for Devices

MAC Address	04:7b:cb:3b:75:94
IPv4 Address / Name	192.168.1.206 / unknown047bcb3b7594
Last Activity	Sat Jul 29 12:05:51 2023
Status	on
Allocation	dhcp
Connection Type	Wi-Fi 
Mesh Client	No
MAC Address	04:7b:cb:64:94:a5
IPv4 Address / Name	192.168.1.236 / LFM
Last Activity	Sat Jul 29 12:06:05 2023
Status	on
Allocation	dhcp
Connection Type	Ethernet LAN-4
Mesh Client	No
IPv6 Address	2600:1700:6e15:4050:3995:a018:ece4:3107
Type	slaac
Valid Lifetime	2592000s
Preferred Lifetime	604800s
IPv6 Address	2600:1700:6e15:4050:8026:2084:9fb2:73a5
Type	slaac
Valid Lifetime	2592000s
Preferred Lifetime	604800s
IPv6 Address	2600:1700:6e15:4050::49
Type	dhcp
Valid Lifetime	2592000s
Preferred Lifetime	604800s
IPv6 Address	fe80::d107:d2bb:a739:dd58
Type	slaac
Valid Lifetime	forever
Preferred Lifetime	forever
MAC Address	08:12:a5:ce:47:6a
Name	unknown0812a5ce476a
Last Activity	Mon Jul 24 15:36:30 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	0c:54:15:af:4b:00
Name	LAPTOP-4J617H8E
Last Activity	Fri Jun 16 17:12:36 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	0c:8b:7d:e3:4b:0a
IPv4 Address / Name	192.168.1.252 / unknown0c8b7de34b0a
Last Activity	Sat Jul 29 12:03:26 2023
Status	on
Allocation	static
Connection Type	Wi-Fi 
Mesh Client	No
MAC Address	0c:8b:7d:f2:ff:54

Help

The device list page shows all items of the LAN Host Discovery table. Use the "Clear and Rescan for Devices" button to reset the devices table and do a fresh search for connected LAN devices.

Allocation types include static and dhcp. When the allocation type of a device has not yet been determined, it is marked pending. Devices that are powered off will continue to appear in the table, but be shown as "off" for a period of more than a day.

The Last Activity display will be blank if the WAN is down or the device cannot reach a time server.

IPv4 Address / Name	192.168.1.216 / unknown0c8b7df2ff54
Last Activity	Fri Jul 28 21:30:45 2023
Status	on
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	0c:cf:89:22:5f:47
Name	unknown0ccf89225f47
Last Activity	Sat Jul 29 06:36:15 2023
Status	off
Allocation	static
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	0c:cf:89:23:be:4c
Name	GF-PH130
Last Activity	Thu Jul 20 15:25:02 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	0c:cf:89:50:51:f8
Name	unknown0ccf895051f8
Last Activity	Thu Jul 13 17:55:48 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	0c:cf:89:a4:02:8a
Name	unknown0ccf89a4028a
Last Activity	Wed May 31 15:56:47 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	0c:cf:89:b1:cb:93
Name	unknown0ccf89b1cb93
Last Activity	Mon Jun 12 21:46:02 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	0c:ee:99:36:34:7d
Name	unknown0cee9936347d
Last Activity	Thu Jul 20 18:02:57 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	0e:0e:77:ba:8e:e3

Name	unknown0e0e77ba8ee3
Last Activity	Thu Jun 22 08:18:54 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	14:7d:da:00:47:db
Name	madlsens-Air
Last Activity	Tue Jun 6 22:14:33 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	14:94:6c:24:37:60
Name	iPhone
Last Activity	Thu Jul 6 10:39:42 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	1c:1b:b5:6b:6a:5c
Name	LAPTOP-QIK7J0A1
Last Activity	Sat Jun 10 12:40:13 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	1c:45:86:05:d7:ce
Name	unknown1c458605d7ce
Last Activity	Sun Jul 16 12:43:31 2023
Status	off
Allocation	dhcp
Connection Type	Ethernet LAN-2
Mesh Client	No
MAC Address	1e:43:35:70:fa:a3
Name	Iphone-10-X
Last Activity	Fri Jul 21 22:27:53 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	2c:64:1f:b5:9f:36
IPv4 Address / Name	192.168.1.132 / unknown2c641fb59f36
Last Activity	Sat Jul 29 12:03:22 2023
Status	on
Allocation	static
Connection Type	Wi-Fi  5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	30:7b:c9:26:1c:9c
Name	GF-PH130
Last Activity	Tue Jul 4 14:21:58 2023

Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	34:73:5a:f6:f5:bf
Name	NCGS-LEG-02
Last Activity	Tue Jul 25 17:17:34 2023
Status	off
Allocation	dhcp
Connection Type	Ethernet LAN-4
Mesh Client	No
MAC Address	38:87:d5:1e:ed:a8
Name	NCGS-LEG-02
Last Activity	Mon Jun 19 20:30:07 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	40:91:51:a6:f7:c8
IPv4 Address / Name	192.168.1.234 / Pura-F7C8
Last Activity	Sat Jul 29 12:05:27 2023
Status	on
Allocation	dhcp
Connection Type	Wi-Fi  2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
IPv6 Address	2600:1700:6e15:4050::
Type	slaac
Valid Lifetime	2592000s
Preferred Lifetime	604800s
IPv6 Address	::
Type	slaac
Valid Lifetime	forever
Preferred Lifetime	forever
MAC Address	42:35:a2:ae:0f:50
Name	Daniels-iPad-2
Last Activity	Sat Jun 24 14:07:21 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	42:cd:7a:d0:b1:eb
Name	unknown42cd7ad0b1eb
Last Activity	Fri Jun 23 10:11:44 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	4a:29:cd:de:db:b9
Name	unknown4a29cddedbb9
Last Activity	Thu Jun 29 10:08:39 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz

	Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	4a:55:55:e3:56:45
Name	unknown4a5555e35645
Last Activity	Sat Jun 10 13:31:58 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz
	Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	4c:03:4f:5b:9f:fa
Name	NVTUS-7LX67M3
Last Activity	Wed Jul 12 21:06:32 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz
	Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	4c:3b:df:31:db:1a
Name	XBOX
Last Activity	Tue Jul 25 23:35:46 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz
	Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	54:ef:33:45:d4:b0
Name	unknown54ef3345d4b0
Last Activity	Mon Jul 10 15:53:07 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz
	Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	54:f1:5f:e6:9e:3e
Name	unknown54f15fe69e3e
Last Activity	Tue Jul 11 10:54:16 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz
	Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	5c:47:5e:09:2a:94
IPv4 Address / Name	192.168.1.235 / RingDoorbell-94
Last Activity	Sat Jul 29 12:05:14 2023
Status	on
Allocation	dhcp
	Wi-Fi 
Connection Type	2.4 GHz
	Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	64:ff:0a:cb:a6:91
Name	unknown64ff0acba691
Last Activity	Mon Jun 5 07:13:32 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi
	2.4 GHz

	Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	66:36:02:c2:46:f9
IPv4 Address / Name	192.168.1.226 / unknown663602c246f9
Last Activity	Sat Jul 29 12:05:24 2023
Status	on
Allocation	dhcp
	Wi-Fi 
Connection Type	5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	66:37:76:3d:bb:f8
Name	unknown6637763dbbf8
Last Activity	Wed May 31 14:16:05 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	6e:65:2f:34:14:fb
Name	unknown6e652f3414fb
Last Activity	Thu Jul 20 23:26:04 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	70:ef:00:be:a5:15
Name	iPhone
Last Activity	Sat Jul 8 21:17:33 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	7a:2b:c1:bd:9a:77
Name	iPhone
Last Activity	Sun Jul 9 11:50:39 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	80:45:dd:a6:6b:89
Name	TABLET-6NJ3LR5L
Last Activity	Fri Jul 14 05:22:36 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	80:e6:50:03:e5:12
Name	Bonnies-MBP
Last Activity	Tue Jul 18 23:27:57 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz

	Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	82:99:27:da:6a:2b
Name	iPhone
Last Activity	Wed Jul 5 08:26:14 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	84:a6:c8:34:0b:d4
Name	HP
Last Activity	Fri Jul 28 14:31:53 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	86:05:fd:9b:17:e0
Name	unknown8605fd9b17e0
Last Activity	Tue Jul 18 07:54:21 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	8a:97:45:e0:2b:9d
Name	Dans-iPhone
Last Activity	Mon Jun 12 14:38:41 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	8e:e1:0b:7c:eb:81
Name	Charles-iPad
Last Activity	Mon Jun 26 13:10:07 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	92:1b:cf:0b:b0:71
Name	unknown921bcf0bb071
Last Activity	Wed Jul 26 11:48:20 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	94:db:56:fe:35:1f
Name	unknown94db56fe351f
Last Activity	Mon Jun 5 07:14:40 2023
Status	off
Allocation	pending
Connection Type	Ethernet LAN-3
Mesh Client	No

MAC Address	96:c4:b6:ca:81:a2
Name	unknown96c4b6ca81a2
Last Activity	Mon Jun 26 12:39:31 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz
	Type: Home
	Name: ATTGRYhNQs
Mesh Client	No
MAC Address	a0:9f:10:32:e8:5f
Name	GF-PH130
Last Activity	Tue Jul 4 14:21:15 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz
	Type: Home
	Name: ATTGRYhNQs
Mesh Client	No
MAC Address	a0:9f:10:33:52:24
Name	GF-PH130
Last Activity	Fri Jul 7 18:43:54 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz
	Type: Home
	Name: ATTGRYhNQs
Mesh Client	No
MAC Address	a0:9f:10:3c:30:18
Name	GF-PH130
Last Activity	Tue Jul 4 14:21:58 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz
	Type: Home
	Name: ATTGRYhNQs
Mesh Client	No
MAC Address	a0:9f:10:6f:15:a0
Name	GF-PH130
Last Activity	Tue Jul 4 14:21:58 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	2.4 GHz
	Type: Home
	Name: ATTGRYhNQs
Mesh Client	No
MAC Address	a2:a6:31:de:c2:27
Name	iPhone
Last Activity	Mon Jun 26 16:42:37 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz
	Type: Home
	Name: ATTGRYhNQs
Mesh Client	No
MAC Address	ae:5c:1e:ee:ed:d0
Name	unknownae5c1eeedd0
Last Activity	Wed Jul 5 22:19:07 2023
Status	off
Allocation	dhcp
	Wi-Fi
Connection Type	5 GHz
	Type: Home
	Name: ATTGRYhNQs
Mesh Client	No

MAC Address	ae:62:9e:fd:f8:85
Name	unknownae629efd885
Last Activity	Mon Jun 26 16:41:54 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	ae:cd:74:a8:9f:1b
Name	unknownaecd74a89f1b
Last Activity	Thu Jul 13 12:25:53 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	ae:e5:bd:cd:9f:38
Name	unknownae5bcd9f38
Last Activity	Wed Jul 26 11:47:20 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	bc:09:1b:fe:80:0d
IPv4 Address / Name	192.168.1.228 / LFM
Last Activity	Sat Jul 29 12:03:46 2023
Status	on
Allocation	dhcp
Connection Type	Wi-Fi  5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
IPv6 Address	2600:1700:6e15:4050:d117:5830:e037:98f2
Type	slaac
Valid Lifetime	2592000s
Preferred Lifetime	604800s
IPv6 Address	2600:1700:6e15:4050:a002:7ab4:ba23:5f69
Type	slaac
Valid Lifetime	2592000s
Preferred Lifetime	604800s
IPv6 Address	2600:1700:6e15:4050::43
Type	dhcp
Valid Lifetime	2592000s
Preferred Lifetime	604800s
IPv6 Address	fe80::52bb:c2b9:6282:a67
Type	slaac
Valid Lifetime	forever
Preferred Lifetime	forever
MAC Address	bc:9e:bb:bf:a9:6d
IPv4 Address / Name	192.168.1.232 / unknownbc9ebbf96d
Last Activity	Sat Jul 29 12:03:34 2023
Status	on
Allocation	dhcp
Connection Type	Wi-Fi  5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	bc:ce:25:f9:2a:95
Name	unknownbcce25f92a95
Last Activity	Fri Jul 21 17:53:02 2023

Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	c4:ac:59:a0:d0:8d
Name	Canona25f2c
Last Activity	Thu Jul 20 15:25:19 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	da:26:8d:89:89:08
Name	iPhone
Last Activity	Sat Jul 1 20:20:06 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	da:e8:85:d9:9d:6a
Name	McGees-iPhone
Last Activity	Mon Jun 12 20:10:23 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	e8:a7:30:37:06:7c
Name	iPhone
Last Activity	Sat Jul 1 19:32:18 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	e8:d8:d1:bd:16:b0
Name	Lindsay-PC
Last Activity	Sat Jul 8 15:59:16 2023
Status	off
Allocation	dhcp
Connection Type	Ethernet LAN-4
Mesh Client	No
MAC Address	ea:5d:27:39:c3:17
Name	Justins-iPhone
Last Activity	Sat Jul 8 21:05:10 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
Mesh Client	No
MAC Address	f0:6e:0b:c6:c5:9c
IPv4 Address / Name	192.168.1.146 / LFM
Last Activity	Sat Jul 29 12:05:20 2023
Status	on
Allocation	dhcp

Connection Type	Wi-Fi 
	5 GHz
	Type: Home
	Name: ATTGRYhNQs
Mesh Client	No
IPv6 Address	2600:1700:6e15:4050:3c78:781:170e:99e3
Type	slaac
Valid Lifetime	2592000s
Preferred Lifetime	604800s
IPv6 Address	2600:1700:6e15:4050::40
Type	dhcp
Valid Lifetime	2592000s
Preferred Lifetime	604800s
IPv6 Address	2600:1700:6e15:4050:1c04:948:16fc:6f85
Type	slaac
Valid Lifetime	2592000s
Preferred Lifetime	604800s
IPv6 Address	fe80::5549:7846:7b4c:30e0
Type	slaac
Valid Lifetime	forever
Preferred Lifetime	forever
MAC Address	f2:86:b4:0b:25:4a
Name	unknownf286b40b254a
Last Activity	Wed Jul 26 11:52:26 2023
Status	off
Allocation	dhcp
Connection Type	Wi-Fi
	2.4 GHz
	Type: Home
	Name: ATTGRYhNQs
Mesh Client	No

SCS ENTERPRISES

Order #2536
January 31, 2022

SHIP TO

Justin McGee
125 A Wappoo Creek Dr
STE A
Charleston SC 29412
United States
(843) 847-1502

BILL TO

Justin McGee
125 A Wappoo Creek Dr
STE A
Charleston SC 29412
United States

ITEMS**QUANTITY**

WF-113 : Sony 1080p Chip Super low light Wireless Spy
Camera with WIFI Digital IP Signal, Recording & Remote
Internet Access (Camera Hidden In 3 AC Outlet with Dual
USB Charging Port Wall Charger))
DOWN / Add Audio / 32GB
WF-113D-A-32

1 of 1

Thank you for shopping with us!

SCS Enterprises
6 Fortune Way, Montebello NY 10901, United States
info@spycameras.com
wifispycameras.com

MSCM 000008

SCS ENTERPRISES

Order #2628
April 25, 2022

SHIP TO

Justin McGee
McGee Law Firm
125A Wappoo Creek Dr, STE A
STE A
Charleston SC 29412
United States
(843) 847-1502

BILL TO

Justin McGee
McGee Law Firm
125A Wappoo Creek Dr, STE A
STE A
Charleston SC 29412
United States

ITEMS	QUANTITY
 WF-113 : Sony 1080p Chip Super low light Wireless Spy Camera with WiFi Digital IP Signal, Recording & Remote Internet Access (Camera Hidden in 3 AC Outlet with Dual USB Charging Port Wall Charger)) Straight / Add Audio / 16GB WF-113-A	1 of 1
 WF-113 : Sony 1080p Chip Super low light Wireless Spy Camera with WiFi Digital IP Signal, Recording & Remote Internet Access (Camera Hidden in 3 AC Outlet with Dual USB Charging Port Wall Charger)) DOWN / Add Audio / 16GB WF-113D-A	1 of 1

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SCS Enterprises
6 Fortune Way, Montebello NY 10901, United States
Info@spycameras.com
wifispycameras.com

MSCM 000009

SCS ENTERPRISES

Order #2747
July 26, 2022

SHIP TO

Justin McGee
125A Wappoo Creek Dr
Charleston SC 29412
United States
8438471502

BILL TO

Justin McGee
125A Wappoo Creek Dr
Charleston SC 29412
United States

ITEMS**QUANTITY**

WF-113 : Sony 1080p Chip Super low light Wireless Spy
Camera with WIFI Digital IP Signal, Recording & Remote
Internet Access (Camera Hidden In 3 AC Outlet with Dual
USB Charging Port Wall Charger))
DOWN / Add Audio / 16GB
WF-113D-A

1 of 1



WF-113 : Sony 1080p Chip Super low light Wireless Spy
Camera with WIFI Digital IP Signal, Recording & Remote
Internet Access (Camera Hidden In 3 AC Outlet with Dual
USB Charging Port Wall Charger))
Straight / Add Audio / 16GB
WF-113-A

1 of 1

Thank you for shopping with us!

SCS Enterprises
6 Fortune Way, Montebello NY 10901, United States
info@spycameras.com
wifispycameras.com

MSCM 000010

amazon.com

Final Details for Order #114-8221478-8577065Print this page for your records.**Order Placed:** July 7, 2021**Amazon.com order number:** 114-8221478-8577065**Order Total: \$370.50****Shipped on July 7, 2021****Items Ordered**

2 of: *WF-113 (Up Angle) Sony Chip Super Low Light Wireless Spy Camera with WIFI Digital IP Signal, Recording & Remote Internet Access (Camera Hidden in 3 AC Outlet with Dual USB Charging Port Wall Charger)*

Sold by: SCS Enterprises ([seller profile](#))

Supplied by: Other

Condition: New

Price

\$169.95

Shipping Address:

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Mastercard ending in 4185

Item(s) Subtotal: \$339.90

Shipping & Handling: \$0.00

Billing address

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Total before tax: \$339.90

Estimated tax to be collected: \$30.60

Grand Total:\$370.50**Credit Card transactions**

MasterCard ending in 4185: July 7, 2021:\$370.50

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Final Details for Order #114-9467906-2343467

[Print this page for your records.](#)**Order Placed:** July 15, 2021**Amazon.com order number:** 114-9467906-2343467**Order Total:** \$207.05**Shipped on July 15, 2021****Items Ordered**

1 of: *WF-113(Down Angle) Sony Chip Super low light Wireless Spy Camera with WiFi Digital IP Signal, Recording & Remote Internet Access (Camera Hidden in 3 AC Outlet with Dual USB Charging Port Wall Charger)*

Sold by: SCS Enterprises ([seller profile](#))

Supplied by: Other

Condition: New

Price

\$189.95

Shipping Address:

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Mastercard ending in 4185

Item(s) Subtotal: \$189.95

Shipping & Handling: \$0.00

Billing address

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Total before tax: \$189.95

Estimated tax to be collected: \$17.10

Grand Total:\$207.05**Credit Card transactions**

MasterCard ending in 4185: July 15, 2021:\$207.05

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Final Details for Order #114-4302171-3410627Print this page for your records.**Order Placed:** July 28, 2021**Amazon.com order number:** 114-4302171-3410627**Order Total:** \$207.05**Shipped on July 29, 2021****Items Ordered**

1 of: *WF-113(Down Angle) Sony Chip Super low light Wireless Spy Camera with WiFi Digital IP Signal, Recording & Remote Internet Access (Camera Hidden in 3 AC Outlet with Dual USB Charging Port Wall Charger)*

Sold by: SCS Enterprises ([seller profile](#))

Supplied by: Other

Condition: New

Price

\$189.95

Shipping Address:

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Shipping Speed:

Standard Shipping

Payment information**Payment Method:**

Mastercard ending in 4185

Item(s) Subtotal: \$189.95

Shipping & Handling: \$0.00

Billing address

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Total before tax: \$189.95

Estimated tax to be collected: \$17.10

Grand Total:\$207.05**Credit Card transactions**

MasterCard ending in 4185: July 29, 2021:\$207.05

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10/10/2015 12:40 PM

Please call me. I think our office phones are being sent to your cell phone. Can you confirm that, at least?

They are not

Do call to you

Liked "They are not. "

Okay. We don't know where our office calls are being forwarded....

Do you want to clean tomorrow?

Why to figure out Comcast?

Maybe later this week?

Comcast is here. Internet and phones should be restored "shortly."

I need to be honest and have the courage to do so. Being dishonest is inconsistent with my authentic beliefs and morals. I can't change the past, but I can change my behavior going forward and be completely honest about it. Here is complete honesty:

I began using my old cell phone to track the Infiniti at times back in March. It was when divorce was being hotly discussed and anticipated. I didn't do this every time you had the Infiniti, but I did sometimes. Part of it was about missing you and wanting to feel connected somehow and part of it was about divorce and evidence gathering.

I also was dishonest about it at times when you asked. I did mislead you about how I knew things or asked you questions about something I already knew to get you to tell me. I took advantage of our connectedness and your trust. I didn't want to tell you because I didn't want to lose my ability to continue doing it. I was sneaky and manipulative.

I did have the old phone in the car when you went to Blind Tiger. I told you the complete truth about how I saw the parking ticket (sticking out of your purse in the counter) but didn't come completely clean last night. I saw the parking ticket as a means of confronting you about what I already knew without having to come clean about tracking and, thus, lose my ability to continue doing it. I was dishonest about this - both initially and last night.

I also knew your location when you went to dinner with Bri. I said I knew you were going out because you were getting dressed during the FT call - that was a lie.

I can also see your viewing activity on my Netflix account. I've monitored that at times too. I can see the kids' viewing activity as well. I've used this access to know whether you're home or not. I haven't told you about this ability or that I've been reviewing it because I didn't want to lose access.

I have also checked accounts far more regularly than normal. I've done this for the same reasons - to know more about what you're doing. The checking of the accounts itself isn't the problem (that's been a good thing), the motivation behind it is the issue.

This is me being fully and shamefully honest about this. I'm done with all of it. I do not want to be like this or do this to you. That's part of why I'm telling you this

and told you last night - it means it stops. I want to be my authentic self. I want to change and be the best "me" I can be. I don't want to feel sneaky or manipulative. I don't want to hurt or alienate you from me. I don't want my energy to be funky towards you. I just want to be healthy and honest.

I was desensitized to tracking because we do it professionally. That is not an excuse, just a weak and insufficient explanation of how I rationalized it.

I need to reiterate that my tracking the car was not fueled by distrust of your fidelity to our marriage. Maybe a tiny bit at first, but that was never the primary motivation. I do trust you in that way and I am being completely honest.

I want to always be completely open and honest. I don't want to feel like I'm hiding anything from you. All that does is fuel my own toxic shame, keep me away from consciousness, and continue my internal fear/belief that I'm unlovable (because even if you love me I see it as you doing it without knowing the truth about me, which means you wouldn't love me if you did know the truth, and I use that fact to discount your love in furtherance of my internal belief).

I have been examining and continue to examine the internal reasons or motivations for my behavior (anxious attachment style, dependent personality, control and manipulation, etc.). I do not intend to forego the lessons for me here. As you are fully aware, I have issues. These are issues that I've carried for a long, long time. I am trying to fully address and deal with those issues - that takes time and a whole lot of effort.

I'm truly sorry. I did not mean to hurt you. I wish I could go back in time and change the behavior, but I can't. All I can do at this point is have the courage to be completely honest about the past and stop the bad behavior in the future - that's my only option. That's what I'm doing - I'm disclosing this so it stops and I stop the cycle.

I understand that you're not going to respond to all this with applause or anything. I realize you won't see it as a step forward (at least not initially). I know you'll feel like you can't trust me - you said that this morning. You'll probably withdraw further. You might choose not to trade cars. You might not ever forgive me. You might want to file for divorce. Those are consequences I have to accept if they happen.

Not telling you all this to avoid those consequences isn't an option for me - that would be me continuing to lie. I am choosing to have the courage to both come clean and to stop the behavior. No matter what happens with us, I am choosing to be different. The primary motivation for this choice is me, but it's also for my relationships, including ours. I cannot continue to abide the ways I've been and want to both do and be better.

I am also saying this because it's the loving thing to do - being honest and stopping bad behavior is what must happen. Even if we were to reconcile at some point, we couldn't do that successfully and fully without me coming clean about all this and changing. If we're just co-parenting, I want you to be able to believe what I say and that means being completely honest both about the past and going forward. The only way past this is through it.

I hope you see this for what it is - a step in my process of getting and doing better. Ideally you see it as a very difficult step for me and it serves as motivation for you to "do the work" too. Whether you perceive this that way is not within my control.

I know this timing is horrible. I didn't want this to happen right now. The most loving thing I could do would be to allow you to process everything going on without adding more to it. But that toothpaste is out of the tube and I need to address it. We can deal with it later - I just needed to say what I needed to say. I am, genuinely and seriously, trying to do "the next right thing" with this - I don't

expect you to see it that way necessarily but it's the truth.

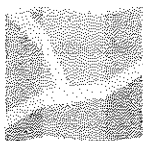
Lastly, I'm sorry. I'm committing to stopping this. I do genuinely and unconditionally love you. I know these actions weren't consistent with that - they weren't consistent with my authentic self either. They don't change how I feel about you though. I'm sorry my issues have caused us problems, now and in the past. Please believe that I am trying, diligently, to correct that.

I don't expect a response. You have plenty of other stuff going on. We can choose to "put a pin" in this.

I'm using Waze to drive to to Enterprise, 398 Meeting St, Charleston, arriving at 12:48 PM. Watch my drive in real-time on the Waze map!

https://waze.com/ul?a=share_drive&locale=en&sd=RI4StY6A-BF3Z&env=am&utm_source=waze_app&utm_campaign=share_drive

Hi! I'm in Waze. You can track me. I'll walk to you.



Current Location

I'm right in front now.

08/17/2017 11:41:15 PM

Would you consider taking just the boys tonight? I could still get Amella. It's the good sleep tonight that I really need. 🙄 I could come switch cars with you or switch the car seat?

Sure. Whatever you need. Seriously, whatever you need.

Speaking of needs... I need the Rodriguez intake sheet. 🙄 Sorry.

86

Questioned "
Be "

I understand that and those fears too. After what I did, how could you not be diligently searching for evidence it was happening again and I gave you plenty of it. No matter what factual defense existed for me, I could not and did not address that I caused your feelings about those things too. I created the distrust and then fueled it with further betrayals, further refusals to disengage from situations causing fear, further reasons to feel fear. I acted cavalier and like you were crazy when you confronted me. You're right - it was incredibly disrespectful to bring Lauren in to the Jackson case under the circumstances. I refused to acknowledge it. I forced you to acquiesce and just accept what I was doing. I tried to make you feel unreasonable and unreasonably insecure because I did not want to accept that my actions caused it. I can see why you say you felt trapped and still do.

Aug 19, 2021 2:16:58 PM

I think about all these things and that the truth really doesn't matter anymore.

I don't want to live my life, trying to stuff pain because I know (or believe) I'll never know the truth.

It makes life feel like chaos.

I thought I saw weird lights in my room and became convinced you had a hidden camera somewhere. I didn't bother to ask you because I don't think you will be honest. I just reassure myself that I have nothing to hide and I can't be paranoid.

Aug 19, 2021 2:17:26 PM

There is a Realtek Bluetooth device somewhere close and I don't know what it is. I didn't ask you about it because I didn't think you'd tell me the truth if it was something I should be concerned about. Kinda related to what I said above about lights.

I've begged for honesty so many times and have not gotten it. I'm tired of asking.

Tap to Download

Screenshot.jpg

Aug 19, 2021 2:18:56 PM

It's a Windows computer.

Aug 19, 2021 2:19:04 PM

~~Probably any complete~~

Aug 19, 2021 2:39:39 PM

I can't imagine living that way. I'm so sorry. You feel like everything I say or do is a lie - that I can't be trusted.

Aug 19, 2021 2:40:19 PM

I caused that and don't want this to be your reality - your life. That isn't healthy and I care too much about you to keep you in that place.

Aug 19, 2021 2:41:00 PM

And, seriously, you're not crazy or irrational. You're hurt, badly. I caused that. I did that. I can't fix it. I understand why you would want to get away from me. I'm being serious. I get it.

Aug 19, 2021 2:42:52 PM

Lindsay, I'm not spying on you, lying to you, or trying to hurt you. I know you can't believe me - I get that and I caused it. My betrayals were egregious. It's not unreasonable to feel like you'll never know the truth and that there will always be more betrayal, more lies, and more pain. There is nothing I can do to "fix" that - if there were I would have already done it. All I can do is be honest, open, and understanding. That's what I'm doing. If that will never be enough - I understand and it's okay.

Aug 19, 2021 2:43:04 PM



Tap to Download

Screenshot.jpeg

Aug 19, 2021 3:05:48 PM

Aug 26, 2021 8:25:44



"Can I ask you a question? What cologne do you wear because I want my husband to smell like you?"

Aug 26, 2021 8:25:43 AM

Other teacher, the one with braids: "I know that's right!"

Final Details for Order #113-5570058-2660224

[Print this page for your records.](#)

Order Placed: September 6, 2022

Amazon.com order number: 113-5570058-2660224

Order Total: \$357.91

Shipped on September 7, 2022

Items Ordered	Price
1 of: <i>Hidden Devices Detector Hidden Camera Detectors Anti Spy Detector Bug Detector RF Detector Listening Device Detector GPS Tracker Detector Upgraded Version</i> Sold by: Tian ji Direct (seller profile) Supplied by: Other Condition: New	\$68.99
2 of: <i>Amazon Brand - Mama Bear Organic Baby Food, Stage 2, Apple Sweet Potato, 4 Ounce Pouch (Pack of 12)</i> Sold by: Amazon.com Services LLC Supplied by: Other Condition: New	\$15.29
2 of: <i>Amazon Brand - Mama Bear Organic Baby Food, Stage 2, Mango Apple Carrot Peach, 4 Ounce Pouch (Pack of 12)</i> Sold by: Amazon.com Services LLC Supplied by: Other Condition: New	\$15.29

Shipping Address:

Lindsay McGee
664 MCCUTCHEN ST
CHARLESTON, SC 29412-4520
United States

Shipping Speed:

FREE Prime Delivery

Shipped on September 7, 2022

Items Ordered	Price
1 of: <i>Anastasia Beverly Hills - DIPBROW Gel - Soft Brown</i> Sold by: Anastasia Beverly Hills, LLC (seller profile) Supplied by: Other Condition: New	\$20.00
1 of: <i>AHAVA Mineral Botanic Velvet Body Lotion, Hibiscus & Fig, 17 Fl Oz (Packaging may vary), Ahava</i> Sold by: Amazon.com Services LLC Supplied by: Other Condition: New	\$28.00
1 of: <i>Phillips' Laxative Magnesium Caplets, 100 count, Stimulant & Cramp Free Constipation Relief</i> Sold by: Amazon.com Services LLC Supplied by: Other FSA or HSA eligible Condition: New	\$14.59

2 of: Amazon Brand - Mama Bear Organic Baby Food, Stage 2, Apple Banana Yogurt Strawberry, 4 Ounce Pouch (Pack of 12) \$15.29
Sold by: Amazon.com Services LLC
Supplied by: Other

Condition: New

1 of: Durable Mesh Squishy Balls Fidget Toy with Exclusive Sewn Mesh! (4 Pack Gift Pack!) \$14.94

Sold by: KELZ & CO ([seller profile](#)) | Product question? [Ask Seller](#)
Supplied by: Other

Condition: New

1 of: JMDHKK Anti Spy Detector, Bug Detector ,Hidden Camera Detectors ,GPS Detector ,RF Signal Scanner Device Detector for GPS Tracker Listening Device Camera Finder \$43.89

Sold by: biznlink technology co.,ltd ([seller profile](#)) | Product question? [Ask Seller](#)
Supplied by: Other

Condition: New

Shipping Address:

Lindsay McGee
664 MCCUTCHEN ST
CHARLESTON, SC 29412-4520
United States

Shipping Speed:

FREE Prime Delivery

Shipped on September 6, 2022

Items Ordered

Price

1 of: Amazon Elements Baby Wipes, Unscented,White 720 Count, Flip-Top Packs \$17.99
Sold by: Amazon.com Services LLC
Supplied by: Other

Condition: New

1 of: Pampers Easy Ups Training Pants Girls and Boys, 4T-5T, 104 Count (packaging may Vary) \$45.94

Sold by: Amazon.com Services LLC
Supplied by: Other

Condition: New

Shipping Address:

Lindsay McGee
664 MCCUTCHEN ST
CHARLESTON, SC 29412-4520
United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Discover ending in 6516

Billing address

LINDSAY MCGEE
664 MCCUTCHEN ST
CHARLESTON, SC 29412-4520

Item(s) Subtotal: \$346.08
Shipping & Handling: \$0.00
Your Coupon Savings: -\$2.19
Your Coupon Savings: -\$6.90
Your Coupon Savings: -\$3.00

United States

Total before tax: \$333.99
Estimated tax to be collected: \$23.92

Grand Total:\$357.91

FSA or HSA eligible FSA or HSA eligible amount (includes taxes & shipping): \$15.90

Credit Card transactions Discover ending in 6516: November 5, 2022: \$67.68
Discover ending in 6516: September 7, 2022:\$357.91

To view the status of your order, return to [Order Summary](#).

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Usage summary



Wireless, Internet
311385353
ACTIVE

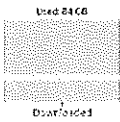
▼

08/26/2022 - 09/25/2022 ▼

 Download paper 68



Data usage graph



*Usage is rounded to the nearest GB

Exhibit G

Your contact info

Keeping your contact information updated for your Bank of America accounts lets you take faster action if unusual activity is detected. To update contact info for Merrill, Private Bank, or Benefits OnLine, visit those websites directly.



Double-check your contact info

For your account security, we ask you to review your contact information to make sure everything is correct and the way you want it.

Everything is correct

Phone numbers

Phone 1

●●●-●●●-3367 Show

Edit

Add phone number

Email addresses

Primary email

l●●●●●●●0@gmail.com Show

Edit

Enrolled in alerts and paperless [View](#)

**AFFIDAVIT OF
JOHN BUMGARNER 8.29.23**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Family Court

Family Court Case No. 2022-DR-10-3072

Lindsay F. McGee Petitioner
v.
Justin McGee Respondent

AFFIDAVIT OF JOHN BUMGARNER

PERSONALLY APPEARED BEFORE ME, the undersigned, who, being duly sworn, deposes and states the following:

Background

1. My name is John Bumgarner. I am a retired member of the US Armed Forces, where I specialized in intelligence and special operations. I have performed work for the Central Intelligence Agency, Defense Intelligence Agency, National Security Agency and the United States Special Operations Command. My current fields of concentration are cybersecurity and network forensics. I have a Master Degree in Information Systems and one in Security Management. I have been a Certified Information Systems Security Professional (CISSP) for 24 years and a Systems Security Certified Practitioner (SSCP) for 22 years. I have assisted in the exam development for both of these internationally recognized cybersecurity certifications. I was one of the first GIAC Incident Handler (GCIH) certified worldwide. I have published dozens of articles on cybersecurity and cyberwar. And I have lectured on these topics at the Naval Postgraduate School, King's College London, Queen's University Belfast and other institutions. Some of my research in my fields of expertise have been used by multiple organizations, including the Atlantic Council, Department of Defense and the North Atlantic Treaty Organization (NATO). This research has also been used in hundreds of articles, books and studies that have been published. Additionally, I have consulted on various projects with the Federal Bureau of Investigation, the United States Secret Service and the Department of Homeland Security. I am currently based out of an office

in Asheville, North Carolina. My full credentials are included in my CV which is appended to this affidavit.

2. On Monday, July 10, 2023 the law firm McDougall Self Currence McLeod headquartered in Columbia, South Carolina retained my consulting services to investigate alleged cyber intrusions into various accounts owned by their client Lindsay McGee. My role has now become that of a testifying expert.
3. My investigation into the alleged cyber intrusions required a detailed analysis of multiple pieces of technical data. This affidavit is designed to provide an in-depth explanation of the data that was available for analysis. This affidavit also contains my conclusions and opinions based on the evidence.

Investigation

Bank of America Account Intrusion

4. Steve Abrams of Abrams Cyber Law & Forensics based in Mount Pleasant South Carolina, also working forensics on this case for attorney Peter Currence, provided me with the IP logs for Lindsay McGee's Bank of America account, which were obtained through a subpoena. I was also provided records for Lindsay McGee's iCloud account with the Apple IDs of lindsayforeback@redacted and lmcgee9310@redacted. These iCloud records were also obtained via a subpoena.
5. The Bank of America IP logs contained IP addresses, device types and transaction history for Ms. McGee's bank account. The internal Bank of America records indicate that there were two separate intrusions into Ms. McGee's bank account in the month of March, 2023.
6. The first intrusion, which was previously unknown, occurred on Wednesday, March 01, 2023 at 11:36:50 PST (14:36:50 EST) using an unidentified mobile device. This device was connected to the AT&T cellular network and was assigned the IP address 166.205.218.83. According to additional subpoena data, this IP address was leased by Wireless Data Service Provider Corporation (WDSPCo) to AT&T Mobility, which is also known as AT&T Wireless. The unknown subject of this session requested consent to link Ms. McGee's bank account to a third-party site, which was Envestnet by Yodlee, Inc. The bank's records indicate that the unknown subject received an authorization code (one-time AuthZ code) to complete this linking. This AuthZ code was transmitted by the bank to an unidentified telephone number via a text message (SMS - Short Message Service). This authorization code is part of a two-factor authentication (2FA)

security system used by Bank of America to limit fraudulent activities. The Bank of America records indicate that this code was required due to the *"higher level of authentication required to complete the current function the customer was trying to perform."* I can theorize that this authorization code was sent to an unidentified mobile device that was being used to access Ms. McGee's Bank of America account. The Bank of America records reflect that the telephone contact number for this account is 843-xxx-3367. Additional information from Bank of America should confirm where the bank sent this authorization code.

7. A second session was simultaneously connected with the session identified in Item 6 of this affidavit. This session was started on Wednesday, March 01, 2023 at 11:37:28 PST (14:37:28 EST) using an unidentified device. The unknown subject initiated an Envestnet session to Ms. McGee's bank account. This session was likely executed by an unknown subject logged into Envestnet's online portal using a web browser. The Bank of America records indicate that this session originated from the IP Address 216.34.60.11. A search of the American Registry for Internet Numbers (ARIN) shows that this IP address is assigned to the business entity Yodlee, Inc. According to the internal records provided by Bank of America, these accounts had never been linked prior to Wednesday, March 01, 2023 at approximately 11:37:28 PST (14:37:28 EST). Additional information from Yodlee, Inc should confirm the Envestnet account and subscriber information related to the unknown subject that linked the accounts. The last transaction timestamp associated with these initial suspicious sessions was 12:07:44 PST (15:07:44 EST).
8. The second intrusion, which originally prompted my investigation occurred on Monday, March 13, 2023. The bank's records show that someone accessed Lindsay McGee's bank account on Monday, March 13, 2023 at 07:20 PST (10:20 EDT) using an unidentified Apple iPhone. This device was connected to the AT&T cellular network and was assigned the IP address 166.194.154.91. According to additional subpoena data, this IP address was leased by Wireless Data Service Provider Corporation (WDSPCo) to AT&T Mobility, which is also known as AT&T Wireless. According to the bank's internal records the unknown subject that accessed Ms. McGee's bank account with the unidentified Apple iPhone used valid credentials (Online ID and Passcode).
9. Simultaneously someone initiated an Intuit QuickBooks session to Ms. McGee's bank account. This session was likely executed by an unknown subject logged into Quickbooks' online portal using a web browser. The Bank of America records indicate that this session originated from the IP Address 206.225.202.1. A search of the American Registry for Internet Numbers (ARIN) shows that this IP address is assigned to the business entity Intuit Inc. The Bank of America records show that the unknown subject that accessed Ms. McGee's bank account from QuickBooks also used valid

credentials. These valid credentials allowed the unknown subject to link an unidentified QuickBooks account to Lindsay McGee's Bank of America account. According to the internal records provided by Bank of America, these accounts had never been linked prior to Friday, March 13, 2023 at approximately 07:25 PST (10:25 EDT).

10. A third session was also initiated concurrently with the previous two sessions. This session utilized the IP address 69.47.199.158. A search of the American Registry for Internet Numbers (ARIN) shows that this IP address is assigned to the business entity Wide Open West (WOW!). WOW! is one of the nation's leading broadband providers. The company provides high-speed Internet services, TV, phone, business data, voice and cloud services. The records that were provided by Bank of America have no additional information about the device that initiated this connection. According to the bank's internal records the unknown subject also used valid credentials for this session. A geolocation search for this WOW! A geographical location search shows that this IP address is located in the area of Charleston, South Carolina and is assigned to an unidentified broadband subscriber. Additional information is required from WOW! to confirm who the registered user of this IP address was on the date and time in question.
11. This third connection was most likely performed from a computer (laptop or desktop) using a web browser. According to the Bank of America records the unknown user of this session requested consent to link Ms. McGee's bank account to a third-party site, which was the Intuit Quickbooks application. The records indicate that the unknown subject entered an authorization code (one-time AuthZ code) to complete this linking. This AuthZ code was transmitted by the bank to an unidentified telephone number via a text message (SMS - Short Message Service). This authorization code is part of a two-factor authentication (2FA) security system used by Bank of America to limit fraudulent activities. The Bank of America records indicate that this code was required due to the *"higher level of authentication required to complete the current function the customer was trying to perform."* I can theorize that this authorization code was sent to the Apple iPhone that was used to access Ms. McGee's Bank of America account. The Bank of America records reflect that the telephone contact number for this account is 843-xxx-3367, which was the number associated with Ms. McGee's old iPhone 8. Additional information from Bank of America should confirm where the bank sent this authorization code. The last transaction timestamp associated with these suspicious sessions currently being investigated was 07:28 PST (10:28 EDT).

Google IP Logs for Ms. McGee's Gmail Accounts

12. On Friday, July 28, 2023, attorney Currence transmitted a subpoena to Google to obtain login information related to Lindsay McGee's Gmail accounts, which are

lindsayforeback@redacted and lmcgee9310@redacted. On Tuesday, August 22, 2023 Google responded to this subpoena with login history from the period of Friday, November 11, 2022 to Saturday, July 22, 2023.

13. Google's IP Logs indicate that IP address 166.194.154.91 connected to the AT&T cellular network logged into Ms. McGee's Gmail account lmcgee9310@redacted on Sunday, March 12, 2023 at 19:46:36 GMT (14:46:36 EDT). The unknown subject of this intrusion was using an iPhone with an operation system that was released by Apple in November 2022. That operating system was iOS 16.1.1. Ms. McGee's current iPhones are ruled out since her iPhone 12 has iOS 16.5.1 installed and her iPhone 13 has iOS 16.6 installed. This outdated operating system is an indication that the unidentified Apple iPhone used to access Ms. McGee Gmail account *has not been* updated since at least November 2022 and is most likely an older model of iPhone.
14. The IP address 166.194.154.91 identified in Item 13 of this affidavit is the same IP address that was used in the Bank of America intrusion mentioned in Item 8 of this affidavit. That intrusion occurred on Monday, March 13, 2023 at 07:20 PST (10:20 EDT). The unknown subject in both of these intrusions used an unidentified Apple iPhone.
15. The time period between the Gmail intrusion on Sunday, March 12, 2023 and the Bank of America intrusion on Monday, March 13, 2023 was approximately 20 hours. Based on this evidence the unknown subject was mostly likely stationary and did not switch cellular towers.
16. Google's IP Logs indicates that IP address 69.47.199.158 accessed Ms. McGee Gmail account on March 22, 2022 at 17:06:00 GMT (12:00 EDT). This IP Address is assigned to the business entity Wide Open West (WOW!). A geographical location search shows that this IP address is located in the area of Charleston, South Carolina and is assigned to an unidentified broadband subscriber. Additional information has been subpoenaed from WOW! to confirm who the registered user of this IP address was on the date and time in question.
17. The IP address 69.47.199.158 identified in Item 16 of this affidavit is the same IP address that was used in the Bank of America intrusion mentioned in Item 10 of this affidavit. That intrusion occurred on Monday, March 13, 2023. The unknown subject in both of these intrusions used an unidentified system running Microsoft Windows 10 with a 64-bit architecture. The browser for both of these sessions was Google Chrome 111.0.0.0.

18. The is electronic evidence indicates that the unidentified Apple iPhone mentioned in Item 13 of this affidavit accessed Ms. McGee's Gmail account lmcgee9310@redacted multiple times between November 2022 and June 2023. This unrestricted access provided the unknown subject with the capabilities to read, write, delete and forward emails in Ms. McGee's Gmail account. This email account was used by Ms. McGee to communicate with her attorney Peter Currence. Their attorney client privilege communications started in November 2022, so the evidence indicates that any conversations were intercepted and/or read by the unknown subject that compromised Ms. McGee's Gmail account lmcgee9310@redacted.
19. On Tuesday, June 13, 2023, there was a hearing on the above captioned case. On Monday, June 12, 2023, the day prior to the hearing Justin McGee had his affidavit notarized (time unknown). The electronic evidence indicates that the unidentified Apple iPhone mentioned in Item 13 of this affidavit was continually accessing Ms. McGee's Gmail account lmcgee9310@redacted prior to the court hearing. The unknown subject maintained their access to Ms. McGee's Gmail account for the entire month of May 2023 until Monday, June 12, 2023 at 14:56:34 GMT (09:56:34 EDT), which correlates with the date Justin McGee had his affidavit notarized (time unknown).
20. The unknown subject that was accessing Ms. McGee's Gmail account logged back into this account on Thursday, June 15, 2023 at 20:43:36 GMT (15:43:36 EDT). This unknown subject maintained their access to Ms. McGee's Gmail account until Thursday, June 22, 2023 at 00:15:35 GMT (20:15:35 EDT, which is Wednesday, June 21, 2023). This ending date is significant, because at 17:20 EDT on this date Lindsay McGee's attorney Peter Currence sent an email to Justin McGee's attorneys Jerry Theos and Marie Louise Ramsdale with approximately nine "Notice of Taking Deposition" that were going to be served on Thursday, June 22, 2023. Approximately 5 hours after this email was transmitted to Mr. McGee's attorneys the unknown subject stopped accessing Ms. McGee's Gmail account. Google's IP Logs show that the unknown subject stopped accessing Ms. McGee's Gmail account on Wednesday, June 21, 2023 at 20:15:35 EDT and has not resumed their access since attorney Currence's email was sent to Mr. McGee's attorneys.

AT&T records for Ms. McGee's account

21. On Thursday, August 03, 2023, attorney Currence transmitted a subpoena to AT&T to obtain wireless subscriber information and history related to Lindsay McGee's telephone number, which are 843.xxx.2168 and 843.xxx.3367. On Wednesday, August 23, 2023 AT&T responded to this subpoena with wireless subscriber information,

including account notes for the period of Tuesday, February 2, 2021 to Wednesday, December 07, 2022.

22. The AT&T records show that Ms. McGee added a new phone to her account on Monday, September 13, 2021. This phone was an iPhone 12 Pro Max with the serial number G0NG50GY0D46. According to Ms. McGee the iPhone 12 was a gift from her estranged husband Justin McGee. Mr. McGee asked Ms. McGee to give him her iPhone 8, which was the device being replaced by the iPhone 12 Pro Max. The iPhone 8 and iPhone 12 Pro Max telephone number was 843.xxx.3367.
23. The AT&T records show that Ms. McGee purchased an iPhone 13 with the serial number RXP447XF9P on Wednesday, September 07, 2022 with the number 843.xxx.2168 assigned by AT&T. Ms. McGee stated that she purchased this iPhone 13, because she suspected that her estranged husband Justin McGee was potentially reading her emails and text messages being sent from her iPhone 12.
24. Prior to giving her estranged husband Justin McGee the iPhone 8, Ms. McGee performed a "factory reset" of the device. A "factory reset" is designed to delete all installed applications and content stored on the device. Ms. McGee did not remove the Subscriber Identity Module (SIM) card from this iPhone 8. This SIM Card was linked to the number 843.xxx.3367.
25. The iPhone 12 Pro Max was linked to the iCloud account with the Apple ID lindsayforeback@redacted. This Apple ID was also linked to the iPhone 8 in Justin McGee's possession. Ms. McGee has stated in our conversations that she did not change her iCloud account password after providing the iPhone 8 to her estranged husband Justin McGee.
26. Ms. McGee's iCloud account contained a complete backup of her iPhone 8. Anyone knowing Ms. McGee's Apple ID lindsayforeback@redacted and the associated password for the account could install this backup on another iPhone, including the iPhone 8 that Justin McGee's was in possession of in September, 2021. Anyone installing this backup on an iPhone would have complete access to all information contained in the backup, which can include photos, videos, calendar entries, contacts, emails, documents and text messages.
27. An unidentified Apple iPhone was used in the Google Gmail intrusion identified in Item 13 of this affidavit and the Bank of America intrusions mentioned in Item 6 and 8 of this affidavit. This unidentified Apple iPhone used Bank of America's mobile banking application during the banking intrusion of Ms. McGee's account on Friday, March 13,

2023. Ms. McGee's iCloud backup contained this mobile banking application with the embedded credentials, which would allow someone to gain access to her bank account.

28. Bank of America records indicated that the contact email for Lindsay McGee's account is lmcgee9310@redacted, which is the Gmail account identified in Item 13 of this affidavit as being compromised. As stated above, the bank's records indicated that the contact number on file is 843.xxx.3367. This number is linked to the iPhone 12 Pro Max with the serial number G0NG50GY0D46 in Ms. McGee possession and to the iPhone 8 that she provided to her estranged husband Justin McGee in September, 2021. There is currently an outstanding subpoena seeking information on the authorization code (one-time AuthZ code) transmitted by Bank of America to a phone number during the banking intrusion mentioned in Item 6 through item 11 of this affidavit. Bank of America records indicate that this authorization code would have been transmitted to the number on file, which is 843.xxx.3367.
29. Current evidence strongly suggests that the iPhone 8 linked to the number 843.xxx.3367 was used in the banking intrusion mentioned in Item 6 through item 11 of this affidavit. The evidence also strongly suggests that the iPhone 8 was fully recovered from a backup contained in Ms. McGee's iCloud account. On Thursday, August 24, 2023 Ms. McGee's attorney Peter Currence sent an "Preservation Request" email to Justin McGee attorneys Jerry Theos and Marie Louise Ramsdale for the iPhone 8.
30. This "Preservation Request" also mentioned the purchase and installation of the software application iMazing. This software was purchased by Justin McGee on Saturday, September 11, 2022 using a PayPal transaction linked to an American Express card. iMazing is an application that can be used to create backups of Apple iPhones and iPads. These backups can be created from a device that is physically connected to a computer or stored in an iCloud account. My working professional theory is that Justin McGee used iMazing to make backups of the iPhone 8 linked to Ms. McGee's iCloud account. The iMazing purchase coincides with Ms. McGee's purchase of an iPhone 13, which is also linked to Ms. McGee's iCloud account. A detailed forensic analysis of the computer system that the iMazing application is installed on is required to determine how Mr. McGee used the application.

Apple iCloud records for Ms. McGee's account

31. The subpoena data provided by Apple on Lindsay McGee's primary iCloud account indicates that there was a substantial amount of activity on Sunday October 30, 2022. This device was connected to the AT&T cellular network and was assigned the IP

address 166.205.218.29. According to additional subpoena data, this IP address was leased by Wireless Data Service Provider Corporation (WDSPCo) to AT&T Mobility, which is also known as AT&T Wireless. Apple's records show that Lindsay McGee changed her Apple ID linked to her iCloud account on or about November 3, 2022. She also changed her password multiple times after the October 30, 2022 event. Preliminary data suggests that an unknown subject potentially had access to Lindsay McGee's iCloud account. This access would give the unknown subject complete access to all photographs, emails, text messages and documents stored in Lindsay McGee's iCloud account. There is circumstantial evidence that Justin McGee had access to her iCloud accounts.

Router Logs from Ms. McGee's Residence

32. Lindsay McGee believed that her estranged husband Justin McGee might have installed listening devices in her residence. On Thursday, June 20, 2023, Ms. McGee gave Peter Currence verbal authorization for me to access her AT&T Smart Home Manager. Subsequently Peter Currence gave me written permission at 17:14 EDT to access her Smart Home Manager. This application is used to manage and monitor access to the Wi-Fi network within her private residence.
33. On Friday, June 21, 2023 at 17:17 EDT I was provided with the login credentials to access the Smart Home Manager application associated with her home Wi-Fi network. A preliminary review of the Smart Home Manager, which manages an Arris BGW210-700 (DSL modem) indicated that there were 8 connected Wi-Fi capability devices in her residence. These devices included multiple televisions, a personal computer, a Nintendo Switch and other Internet of Things (IoT) devices. On Saturday, June 22, 2023 at approximately 09:00 EDT, I accessed her Smart Home Manager to conduct a detailed review of the historical devices that had previously connected to her Wi-Fi network using valid credentials, which are the Service Set Identifier (SSID) and the associated password. These credentials must be entered by any electronic devices to connect to the Wi-Fi network in Lindsay McGee's private residence.
34. The detailed review of the historical devices connected to her Wi-Fi network indicated that six unique devices named GF-PH130 had been previously connected. GF-PH130 is the nomenclature for a wireless pinhole camera developed by the Chinese company Shenzhen Goodflys Technology Corporation Limited. The company is based in Shenzhen, China. I immediately notified her attorney Peter Currence about the possibility of there being covert surveillance cameras in his client's private residence. In the late afternoon (exact time unknown) on Saturday, June 22, 2023, Peter Currence convened a three-way with Lindsay McGee and me. During this call I informed Lindsay

McGee about my findings and asked her multiple questions about any electronic items that her estranged ex-husband Justin McGee might have given her or placed in her residence.

Hidden Surveillance Cameras

35. After we ended the call Lindsay McGee searched her residence. At 17:05 EDT her attorney Peter Currence sent me text messages containing photographs of multiple devices that Lindsay McGee believed could be hidden cameras
36. A visual inspection of the device's labels based on the photographs indicated that one of the devices discovered was manufactured by SCS Enterprises. This company's physical address is 6 Fortune Way, Montebello, New York 10901. The company operates two websites, which are <https://www.spycameras.com> and <https://Wi-Fispycameras.com>. The device's label also indicated the nomenclature of the camera. The camera was model WF-100PCX. The serial number of the device was 21050298 and the Unique Identification Number (UID Number) was uuuu-197658-bxgmc.
37. A review of the vendor's website indicates that the device discovered was a WF-113. The device features include; power using 110v (standard wall outlet), 1080p HDTV high-definition video, nightvision, Wi-Fi networking and recording capabilities using an embedded Secure Digital (SD) card. The website states that the device can be securely accessed through a remote internet connection using software, which is available for iPhones, iPads, Android devices and personal computers, such as Microsoft Windows. The weblink for this camera is <https://Wi-Fispycameras.com/collections/power-adapter-and-chargers/products/copy-of-Wi-Fi-lp-wireless-spy-camera-hidden-in-power-adapter-by-scs-enterprises-1>.
38. On Monday, July 24, 2023, Lindsay McGee provided the WF-113 device to Steve Abrams. Mr. Abrams disassembled the device and confirmed that it contained a hidden camera. After the disassembling Mr. Abrams was able to extract the 16GB SD card embedded in the device. According to the manufacturer this SD card is used to store recordings created by the camera. Mr. Abrams confirmed that the SD card contained recordings for the time period between October 9, 2022 and July 22, 2023, at which point Lindsay McGee removed this device from an outlet in her garage. This location gave the person monitoring this covert surveillance camera unfettered access to Lindsay McGee's physical activities in her garage and also allowed someone to listen to her private conversations when the device was triggered by motion detection. There was a gap in the recordings from December 24, 2022 to April 30, 2023.

SCS Enterprises transactional records for Justin McGee

39. On Tuesday, July 25, 2023, attorney Currence transmitted a subpoena to SCS Enterprises to obtain the purchase history for the covert surveillance camera discovered in her residence. SCS Enterprises' subpoena response indicates that the device was purchased by her estranged husband Justin McGee.
40. SCS Enterprises' records confirmed that the spy camera discovered in Lindsay McGee's garage was purchased from the company website. And the company's records indicated that Justin McGee purchased five covert surveillance cameras in 2022 using his PayPal account. These records indicated that all the covert surveillance cameras purchased had audio capabilities. This capability allowed the device to record both audio and video when the covert surveillance camera was activated by motion detection. The monitoring party of the device discovered in Lindsay McGee's residence could not only watch the physical activities of someone, but they could also listen to all private conversations associated with an individual recording.
41. The Arris BGW210-700 (DSL modem) router log files indicate that there had been six different GF-PH130 named devices that have authenticated and connected to the Wi-Fi network in Lindsay McGee's private residence. All of these devices last connected to the Wi-Fi network in July 2023.
42. As previously stated the name GF-PH130 is the nomenclature for a wireless pinhole camera developed by the Chinese company Shenzhen Goodflys Technology Corporation Limited. Each one of these devices had an unique MAC (Media Access Control) address, which linked to the vendor Shenzhen Bilian Electronics Corporation Limited. Shenzhen Bilian Electronics manufactures components used to embed Wi-Fi capabilities in devices, such as covert surveillance cameras. The router log files indicate another seven unique devices embedded with Shenzhen Bilian Electronics components had previously connected to the Wi-Fi network in Lindsay McGee's private residence. Definitive electronic evidence extracted from the Arris BGW210-700 logs confirmed that there have been six GF-PH130 (covert surveillance cameras) in Lindsay McGee's private residence. Circumstantial evidence in the logs suggests that another seven covert surveillance cameras that used the same Wi-Fi components as the GF-PH130 devices existed in Ms. McGee's home between May and July 2023.
43. The WF-113 model of the covert surveillance camera that Justin McGee purchased from SCS Enterprises has a default name of GF-PH130. This was confirmed through a physical analysis of the device, which was obtained from SCS Enterprises by attorney Currence. This camera has remote management capabilities. This camera can be

securely monitored from anywhere in the world by the individual that installed the device. The WF-113 device also has additional security features that make the wireless connection go dormant or silent on a network until a request is made to connect to the device. When a management connection request is made the device wakes-up from its dormant state and fully reconnects to the network. When in this dormant state the camera is still recording both audio and video, which is stored on the device's embedded SD memory card.

44. The purchased records obtained from SCS Enterprises show that the covert surveillance camera that Lindsay McGee discovered in her garage on Saturday, June 22, 2023 was likely purchased in either April 2022 or July 2022. Lindsay McGee has verbally stated that Justin McGee has not been allowed back into her private residence after Saturday, May 28, 2022. So it's likely that the device found has been capturing audio and video recordings at Lindsay McGee's residence since at least May 2022.
45. The Arris BGW210-700 log files show that on Saturday July 8, 2023 at approximately 21:05 EDT a device named "Justins-iPhone" was connected to Lindsay McGee's home Wi-Fi network. This device was using a Private Wi-Fi Address, which is a feature of Apple devices using the mobile operating systems iOS 14, iOS 15 and iOS 16.
46. Since that date this device hasn't reconnected to the Wi-Fi network in Lindsay McGee's private residence. The device named "Justins-iPhone" had to be in extremely close proximity to connect to the Wi-Fi network. Lindsay McGee's private residence is located in a cul-de-sac, so the person using the device named "Justins-iPhone" was either in a vehicle outside her residence or walking near her home. Based on the device naming I can only speculate that this device most likely belonged to Justin McGee. According to the Charleston County Sheriff's Office records posted online Justin McGee was charged on Friday, May 12, 2023 with two felony offenses which were domestic violence in the first degree and burglary in the second degree. Both these offenses occurred at Lindsay McGee's private residence. It is worth noting that several of the covert surveillance cameras with the default names of GF-PH130 went offline the weekend of July 4, 2023. My working professional theory is that these devices were likely removed from Lindsay McGee's residence prior to Friday, July 07, 2023 at 18:43 EDT.

PayPal transactional records for Justin McGee

47. Concerning the SCS Enterprises' purchase records. On Wednesday, July 26, 2023, attorney Currence transmitted a subpoena to PayPal to obtain the purchase history for

the covert surveillance camera purchased by Justin McGee through SCS Enterprises' website. PayPal subpoena response was received on Friday, August 11, 2023.

48. The transactional records for Justin McGee's PayPal account show that he purchased five covert surveillance cameras from SCS Enterprises on three separate occasions in 2022. These purchases were on January 31, 2022, April 25, 2022 and July 26, 2022. The devices purchased were shipped to Mr. McGee's then office address: 125 A Wappoo Creek Drive, Suite A, Charleston, South Carolina, 29412. The payment methods used for these purchases were an American Express card and an account linked to First Arkansas Bank & Trust.
49. A thorough review of the transactional records for Justin McGee's PayPal account showed that he had purchased additional covert surveillance cameras in 2022. On January 24, 2022 he purchased devices from the website knowyournanny.com. The website is operated by Nanny Watch Services, Inc. and Marquis Security Cameras. Both these companies sell covert surveillance cameras. The devices purchased from the website knowyournanny.com were shipped to Mr. McGee's office at 125 A Wappoo Creek Drive, Suite A, Charleston, South Carolina, 29412. The payment method used for this purchase was linked to an account at First Arkansas Bank & Trust. Additional information is required from Nanny Watch Services to identify the specific device purchased. This information is needed to determine the device's capabilities and its design specifications.
50. Justin McGee's PayPal records also indicated that he purchased a covert surveillance camera from Deluxe CCTV Incorporated's website. This purchase was on April 25, 2022, which is the same date that he purchased two covert surveillance cameras from SCS Enterprises. The device purchased was model number BB4KWi-FISOUNDBAR-04, which is a Soundbar Bluetooth Audio Surround Sound Speaker With 4K UHD Wi-Fi Camera. The vendor's website indicates that the device can be configured to have both night vision and audio. Additional information is required from Deluxe CCTV to determine the purchased device's capabilities and its design specifications. The device in question was shipped to Mr. McGee's office at 125 A Wappoo Creek Drive, Suite A, Charleston, South Carolina, 29412 and was paid for with an American Express card.
51. Justin McGee's PayPal records also indicate that he purchased a growing kit for psilocybin mushrooms, also known as magic mushrooms. Psilocybin mushrooms are considered a Schedule I substance by the Drug Enforcement Administration. The purchase was made on Thursday, July 28, 2022. Third Wave was the vendor that sold the psilocybin mushroom growing kit to Justin McGee. This purchase was shipped to 7312 Eddy Farms Road, Meggett, South Carolina 29449, which is Justin McGee's

residence. The payment method used for this purchase was linked to an account at First Arkansas Bank & Trust.

AT&T Home Internet Bandwidth Records

52. Lindsay McGee gave Peter Currence authorization for me to access her AT&T account. Subsequently Peter Currence gave me written permission on Sunday, Aug 20, 2023 at 17:58 EDT to her AT&T account. On Tuesday, August 22, 2023 a detailed review of the bandwidth records associated with Lindsay McGee's home internet service was performed.
53. The AT&T bandwidth records provide information on the number of gigabytes of data either downloaded or uploaded through Ms. McGee's home internet service. Most consumers have higher download usage than upload usage. This is due to users watching streaming content, such as Netflix or YouTube and accessing sites with high graphical content, such as Facebook or Instagram. The bandwidth records show that several months had substantially more gigabytes being uploaded than other months.
54. One of these anomalies occurred between Friday, August 26, 2022 and Sunday, September 25, 2022. During this period of time the total bandwidth used was 171 gigabytes. The bandwidth associated with downloads for this period was 84 gigabytes. The bandwidth associated with uploads for this period was 88 gigabytes. The latter number indicates that more data was being transmitted out of Ms. McGee's home internet service than being downloaded from the Internet. Data uploads are commonly associated with large file transfers, which includes the streaming of video content, such as from covert surveillance cameras.
55. Another one of these anomalies occurred between Monday, September 26, 2022 and Tuesday, October 25, 2022. During this period of time the total bandwidth used was 127 gigabytes. The bandwidth associated with downloads for this period was 81 gigabytes. The bandwidth associated with uploads for this period was 47 gigabytes. The latter number is fifty-eight percent of gigabytes being downloaded for the same period. This high percentage of uploads is likely associated with streaming video content, such as from covert surveillance cameras being remotely viewed.
56. Another anomaly occurred between Wednesday, October 26, 2022 and Friday, November 25, 2022. During this period of time the total bandwidth used was 202 gigabytes. The bandwidth associated with downloads for this period was 166 gigabytes. The bandwidth associated with uploads for this period was 37 gigabytes. The average bandwidth per month associated with uploads is usually under 20

gigabytes and has been as low as 11 gigabytes, which was between Sunday, March 26, 2023 and Tuesday, April 25, 2023.

57. There was also an anomaly between Saturday, November 26, 2022 and Sunday, December 25, 2022. During this period of time the total bandwidth used was 429 gigabytes. The bandwidth associated with downloads for this period was 396 gigabytes. The bandwidth associated with uploads for this period was 35 gigabytes. The average bandwidth per month associated with uploads is usually under 20 gigabytes and has been as low as 11 gigabytes, which was between Sunday, March 26, 2023 and Tuesday, April 25, 2023.

58. The AT&T bandwidth records strongly indicated that a substantial amount of data was being transmitted from Ms. McGee's network inside her private residence to the Internet. It is my professional opinion that the data being transmitted out of the network was from then covert surveillance cameras. This opinion is based on my experience and on the current evidence, which includes the confirmed presence of a covert surveillance camera in Ms. McGee's home that is mentioned in item 36 of this affidavit and multiple cameras identified in item 41 of this affidavit. There is no disputing that Justin McGee is the individual directly linked to the covert surveillance camera discovered in Ms. McGee's private residence.

Outstanding Subpoenas

59. There is currently an outstanding Apple subpoena requesting login information associated with Lindsay McGee's iCloud accounts, which might confirm that Justin McGee had unauthorized access to her iCloud accounts. There is currently an outstanding AT&T subpoena seeking information on the IP address used on October 30, 2022 to access her iCloud account. On Tuesday, August 15, 2023 there were twenty-one subpoenas relevant to my investigation that are still outstanding. The subpoenas are requesting specific information related to various accounts owned by Lindsay McGee, data related to multiple IP addresses used to access her accounts, records related to Lowcountry PI Services' investigation targeting Lindsay McGee and additional purchasing history linked to Justin McGee's credit card and bank account. The latter information is needed to identify any additional surveillance equipment purchased by Justin McGee.

60. Several of the outstanding subpoenas have been objected to by the respective entities, such as Bank of America, AT&T, Intuit (QuickBooks) and Microsoft. Some of those objections have been resolved. Others, such as Microsoft, are still being negotiated.

61. The AT&T subpoena was to obtain Internet network traffic information for a specific period. This data was needed to identify any remote management connections related to the unauthorized covert surveillance camera(s) placed in Lindsay McGee's residence. AT&T collects network traffic information for quality of service (QoS), law enforcement requests related to illicit activities and national security reasons. This information should be available and will hopefully be produced.
62. The Intuit subpoena was to obtain details related to an unauthorized QuickBooks session on March 13, 2023. An unknown QuickBooks user account linked their account to Lindsay McGee personal Bank of America account. This subpoena was drafted to obtain information about the QuickBooks sessions using the Intuit IP addresses 206.225.202.1, 206.225.203.7, 206.225.203.8 and 206.225.203.9. These IP addresses were listed in the Bank of America IP logs for Ms. McGee account, which were obtained via a subpoena. Any individual accessing QuickBooks at the weblink <https://accounts.intuit.com> is required to enter valid credentials (User ID and password) linked to an Intuit account. Information related to this unknown account would have a subscriber's name, mailing address of the account subscriber, email address of the account subscriber, phone number of the account subscriber and User ID for the subscriber. Additionally, Intuit collects session information, such as the subscriber IP address for a specific session and any device information (user-agent, device type, geolocation) associated with this access. This information is used for device fingerprinting, which is used for fraud prevention activities at Intuit.
63. The Microsoft subpoena was to obtain access to the Microsoft 365 account for the McGee Law Firm, where Lindsay McGee worked with estranged husband Justin McGee. These Microsoft 365 records could potentially show how many times Justin McGee accessed Lindsay McGee's company email account without her knowledge. Justin McGee is the administrator of the Microsoft 365 account for the McGee Law Firm. As the administrator he had unfettered access to her account with no oversight. Lindsay McGee used her business email lindsay@mcgee-lawfirm.com as a recovery address for these accounts; AT&T, Bank of America, Belk, Discover, Ebay, FNBO (Orvis visa), Gmail, Groupon, Netflix, PayPal, REI, Southern First, Spotify, Ticketmaster and Venmo.
64. The Bank of America account mentioned in Item 34 of this affidavit was linked to an auto loan and a credit card. Lindsay McGee used a different email account when she established a new checking account with Bank of America on Wednesday, November 17, 2021. According to the IP logs obtained from Bank of America an unknown user on Friday, March 13, 2023, linked Ms. McGee's personal bank account to her lindsay@mcgee-lawfirm.com, which she did not have access to on that date.

65. On Monday, June 12, 2023, Justin McGee stated in Item 42 of his affidavit the following:
More importantly, I recently discovered evidence that she purchased marijuana on May 16, 2023 that led me to believe she's been smoking marijuana this whole time and that her boyfriend (Stephen Daniel Fowler) has been providing it to her. On May 16, 2023, at 12:03 p.m., Lindsay sent Fowler \$500.00 via Zelle with the message, "Monthly friend fee."

66. The United States Government passed the Electronic Communications Privacy Act ("ECPA") in 1986. This act was to expand and revise federal wiretapping and electronic eavesdropping provisions. It was enacted to promote "the privacy expectations of citizens and the legitimate needs of law enforcement." The ECPA also makes clear that workplace email is the property of the employer, and employees should not expect privacy when sending, receiving, downloading, uploading, printing or otherwise transmitting electronic messages. Courts have ruled that if an employer owns the computers and runs the computer network, it's generally free to read employee e-mail messages, as long as there is a "*valid business purpose*" for doing so. Justin McGee as the administrator of Microsoft 365 account for the McGee Law Firm had no known business reason to access Ms. McGee's corporate email account lindsay@mcgee-lawfirm.com.

67. Furthermore, it is highly possible that Justin McGee acting as the administrator of Microsoft 365 account for the McGee Law Firm likely intercepted and read other private non-business-related communication of Ms. McGee, such as the one sent by Bank of America on Tuesday, May 16, 2023 to the account lindsay@mcgee-lawfirm.com. Ms. McGee has verbally stated on multiple occasions that she never registered her corporate email account address with Bank of America.

68. The Microsoft subpoena is important, because the email records and access logs might show a pattern of Justin McGee accessing Ms. McGee's corporate email account lindsay@mcgee-lawfirm.com without her direct knowledge or consent.

Summary of Evidence as of 08-25-2023

69. There is definitive evidence showing that Justin McGee purchased covert surveillance cameras in 2022. One of the cameras purchased by Justin McGee was discovered in Ms. McGee's private residence on Saturday, June 22, 2023. Definitive electronic evidence obtained from the AT&T Arris BGW210-700 (DSL modem) router installed in Ms. McGee's private residence shows that six covert surveillance cameras with the same nomenclature were operationally in her home in 2023. The individual that installed these surveillance cameras had to have physical access to Ms. McGee's private

residence to install the cameras and to connect the cameras to Ms. McGee's Wi-Fi network. There is conclusive evidence obtained from Ms. McGee's AT&T account that shows bandwidth anomalies in data being transmitted from Ms. McGee's network to the Internet. These bandwidth spikes are indicative of someone monitoring the covert surveillance cameras from a remote location. The only individual that could have installed and monitored these covert surveillance cameras is Justin McGee, or someone at his direction.

70. There is definitive evidence in the Bank of America IP logs that someone illegally accessed Ms. McGee's banking account on two separate occasions in the month of March 2023. In the intrusion that occurred on Monday, March 13, 2023 at 07:20 PST (10:20 EDT) an unknown subject using an unidentified Apple iPhone and an unidentified computer gained illegal access to Ms. McGee's bank account. The IP address associated with the unidentified Apple iPhone was leased by Wireless Data Service Provider Corporation (WDSPCo) to AT&T Mobility, which is also known as AT&T Wireless. The unidentified computer was connected from an IP Address assigned to the Internet service provider Wide Open West (WOW!). A geographical location search shows that the latter IP address is located in the area of Charleston, South Carolina. During the Monday, March 13, 2023 intrusion into Ms. McGee's banking account the email address lindsay@mcgee-lawfirm.com was added as a contact email. On the date of the intrusion Ms. McGee did not have access to this business email address. The only person that had access to this business email address was Justin McGee, who is the administrator of the McGee Law Firm Microsoft 365 account. On Monday, June 12, 2023, Justin McGee stated in Item 42 of his affidavit the following: *More importantly, I recently discovered evidence that she purchased marijuana on May 16, 2023 that led me to believe she's been smoking marijuana this whole time and that her boyfriend (Stephen Daniel Fowler) has been providing it to her. On May 16, 2023, at 12:03 p.m., Lindsay sent Fowler \$500.00 via Zelle with the message, "Monthly friend fee."* Justin McGee is the only individual that would have benefited from adding lindsay@mcgee-lawfirm.com as a contact email to Ms. McGee's banking account. Also during this intrusion the bank transmitted an authorization code (one-time AuthZ code) to a phone number. The contact number on file for Ms. McGee's banking account is 843.xxx.3367. This number is currently assigned to an iPhone 12 Pro Max with the serial number GONG50GY0D46 in Ms. McGee's possession and to the Subscriber Identity Module (SIM) card in the iPhone 8 that Justin McGee obtained from Ms. McGee in September 2021. Circumstantial evidence suggests that Justin McGee received the authorization code (one-time AuthZ code) sent by Bank of America on Monday, March 13, 2023. There are currently outstanding subpoenas that should confirm this circumstantial evidence.

71. There is definitive evidence contained in Google's IP Logs that shows that the IP addresses listed in the Bank of America IP logs related to the bank intrusion on Monday, March 13, 2023 also compromised Ms. McGee's Gmail account lmcgee9310@redacted. Google's IP Logs cover the period from Friday, November 11, 2022 to Saturday, July 22, 2023. The subpoena was seeking records from Monday, March 01, 2021 to Saturday, July 22, 2023. Google does not maintain Gmail access records for that length of time. The records that Google provided show that someone maintained persistent access to Ms. McGee's Gmail account lmcgee9310@redacted. This access was commonly linked to an unidentified Apple iPhone, which Ms. McGee did not have in her physical possession during the investigation. There is definitive electronic evidence that indicates that the unidentified Apple iPhone continually accessed Ms. McGee's Gmail account prior to a court hearing for her case on Tuesday, June 13, 2023. The unknown subject maintained their access to Ms. McGee's Gmail account for the entire month of May 2023 until Monday, June 12, 2023 at 14:56:34 GMT (09:56:34 EDT), which correlates with the date Justin McGee had his affidavit notarized (time unknown). This unknown subject maintained their access to Ms. McGee's Gmail account until Thursday, June 22, 2023 at 00:15:35 GMT (20:15:35 EDT, which is Wednesday, June 21, 2023). This ending date is significant, because at 17:20 EDT on this date Lindsay McGee's attorney Peter Currence sent an email to Justin McGee's attorneys Jerry Theos and Marie Louise Ramsdale with approximately nine "Notice of Taking Deposition" that were going to be served on Thursday, June 22, 2023. Approximately 5 hours after this email was transmitted to Mr. McGee's attorneys the unknown subject stopped accessing Ms. McGee's Gmail account. Google's IP Logs show that the unknown subject stopped accessing Ms. McGee's Gmail account on Wednesday, June 21, 2023 at 20:15:35 EDT and has not resumed their access since attorney Currence's email was sent to Mr. McGee's attorneys. This circumstantial evidence suggests that Justin McGee is the individual that had unauthorized access to Ms. McGee's Gmail account.
72. The current definitive evidence surrounding the Bank of America intrusion and the multiple Gmail intrusions strongly indicated that Justin McGee is the individual that had unauthorized access to Ms. McGee's accounts. The evidence also indicates that Justin McGee recovered the iPhone 8 given to him by Ms. McGee in September 2021 from one of her iCloud backups. This recovery gave Justin McGee a mirror copy of Ms. McGee iPhone 12 Pro Max on the iPhone 8 in his physical possession. The evidence also suggests that a text message was sent by Bank of America to the number 843.xxx.3367, which was received on both the iPhone 12 Pro Max and on the iPhone 8. Since these iPhones were mirror copies Justin McGee would have had the capabilities to intercept the bank's SMS message and deleted this message on the iPhone 8, which

would have also deleted the message on the iPhone 12 Pro Max in Ms. McGee's physical possession.

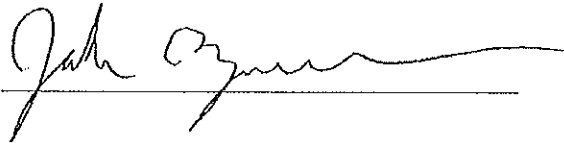
73. Based on all the evidence reviewed I strongly believe that Justin McGee had long-term persistent access to Ms. McGee's emails, text messages and data contained in her iCloud account(s). All of Ms. McGee's communications with her attorney Peter Currence either sent or received via text messages on 843.xxx.3367 were most likely intercepted and/or read by Justin McGee. Additionally, all of Ms. McGee's email communications with her attorney Currence using either of her Gmail addresses were also intercepted and/or read by Justin McGee.

74. It is my professional opinion within a reasonable degree of certainty that Justin McGee is the individual that compromised Ms. McGee's Bank of America account and her Gmail account(s). This opinion is based on all the technical evidence analyzed over the course of my preliminary investigation for the McDougall Self Currence McLeod law firm, who is representing their client Lindsay McGee.

Affidavit Status as of 08-25-2023

75. This is a preliminary affidavit and was developed based solely on the data currently available for analysis. As additional data from several outstanding subpoenas becomes available for analysis this affiant will be modified based on that data.

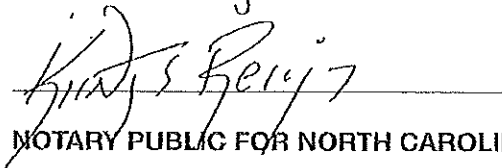
FURTHER THE AFFIANT SAYETH NOT!



John Bumgarner

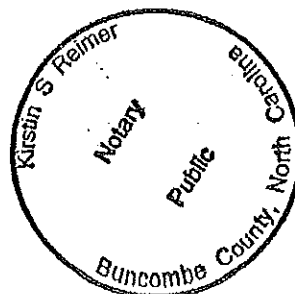
SWORN TO AND SUBSCRIBED BEFORE ME THIS

29th, DAY OF August, 2023.



NOTARY PUBLIC FOR NORTH CAROLINA

MY COMMISSION EXPIRES: 3 May 2025



John Bumgarner
Asheville, N.C. 28804 • 828-419-4461
<https://www.linkedin.com/in/bumgarner>

CAREER SUMMARY

- Over 20 years of cybersecurity experience working in corporate, government, consulting and startup environments.
- Well-known in the cyber-security community as a leading cyber-security expert.
- Able to work effectively and in a relaxed manner with everyone from entry-level employees to CEO's and company boards.
- Able to carry out in-depth, technical evaluations of security products and services to determine which are most cost-effective when used together.
- Versed in the use of Big Data and Artificial Intelligence for diagnostic and predictive purposes and able to critically evaluate any claims made for products and services employing those features.
- Knowledgeable in the use of blockchain technologies in various financial markets, including cryptocurrencies, commodity trading, decentralized finance, dark pool trades and smart contracts.
- Expert in every stage of incident handling from the initial technical diagnosis of attack activity to after-incident reporting and public relations.
- Skilled at evaluating and planning every aspect of cyber security as well as physical security.
- Accustomed to working in international contexts that require sensitivity to cultural differences, drawing on work experience in six continents.
- Cool-headed in high-stress situations, as demonstrated by multiple military awards and decorations, including those for heroism.

Skills:

Business Development	Critical Infrastructure	Strategic Research
Governance	Cloud security	Threat Intelligence
Security Architecture	Software Development	Intelligence Analysis
Identity Management	Project Management	Vulnerability Management
Decentralized Finance	Blockchain Technologies	Financial Fraud Investigation

PROFESSIONAL EXPERIENCE

Multiple organizations, United States 2020-2023

Virtual Chief Information Security Officer (vCISO)

- Advised Senior Staff and Board of Directors quarterly on information security program health and industry threat landscape.
- Established application security practice, incorporating threat modeling and secure coding best practices into the Software Development Life Cycle (SDLC).
- Spearheaded phishing and security awareness programs.
- Developed and wrote corporate incident response policy, acceptable use policy and information security policy and standards.

Paxos, New York 2019-2020

Chief Information Security Officer (interim)

- Aligned IT needs with the strategic cyber security direction for all international locations for Paxos' business operations.
- Advised executive management on the appropriate cyber security solutions and technologies to be deployed to secure Paxos' and itBit's products and protect our international customer base.
- Carried out and coordinate all the cyber security and compliance requirements for the Depository Trust & Clearing Corporation (DTCC), NY Department of Financial Services (DFS), the U.S. Securities and Exchange Commission (SEC) and for the Society for Worldwide Interbank Financial Telecommunication (SWIFT).
- Spearheaded the program to establish personally identifiable information (PII) controls and data breach notification requirements for the EU General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), the Stop Hacks and Improve Electronic Data Security Act (SHIELD Act) of NY and the Singapore Personal Data Protection Act (PDPA).
- Served as the central point of contact for the Financial Services Information Sharing and Analysis Center (FS-ISAC).
- Reviewed and advised on software designs related to the implementation of blockchain technologies for cryptocurrencies, dark pool trades and smart contracts.
- Provided subject matter expertise on cyber security to both internal and external business & technology teams and articulate risks in business context.

MSCI, New York 2019

Senior Security Advisor to the Global Head of Information Security

- Reviewed and made recommendations on the business continuity plans and procedures for MSCI's global equity index used by securities traders worldwide.
- Evaluated the security controls used to protect the authenticity and integrity of MSCI's global equity index.
- Analyzed and provided insight on the security architectures deployed across this multinational corporation.
- Developed a security roadmap for the cyber security solutions and technologies to be deployed at MSCI between 2020-2022.
- Provided classes on the software development lifecycle and secure coding methods.

Cytenna, California

2015-Present

Chief Product Officer and Co-Founder

- Provided research and development (R&D) activities for the Air Force Research Laboratory, Army Research Laboratory, Defense Advanced Research Projects Agency (DARPA), Department of Defense, Department of Homeland Security, Intelligence Advanced Research Projects Activity (IARPA) and the Naval Research Laboratory.
- Collaborated on techniques to acquire, extract, normalize and categorize datasets compiled from multiple sources.
- Worked on methods to identify patterns and anomalies within complex datasets.
- Collaborated on techniques to forecast activities based on historical events.
- Worked on advanced techniques to visualize complex datasets.

Aeris Capital (Private Equity Firm), Switzerland

2013

Technical Due Diligence Adviser

- Performed due diligence evaluation of a multinational company headquartered in California that specialized in a subset of artificial intelligence.
- Conducted a market review of primary competitors to determine the competitive niches occupied by each competitor and related acquisitions or investments.
- Evaluated intellectual property of the company and its competitors to determine technology overlap, competitive advantage or deficits.
- Reviewed licensing and partnership agreements for intellectual property leakage.
- Wrote comprehensive report highlighting the strengths and weaknesses of this investment opportunity.

Democracy Council, California

2012-2013

Senior Technical Adviser

- Selected and deployed cryptographic software applications.
- Assisted in the production and dissemination of technical manuals written in several languages.
- Expunged all metadata related to geographic location and specific language sets from technical manuals and other project materials.
- Reviewed server logs for attempts to compromise the distribution platform.
- Performed vulnerability assessments and penetration testing of the platform used to distribute the cryptographic applications and manuals.

U.S. Cyber Consequences Unit, Charlotte, NC

2006-2015

Chief Technology Officer and Chief Information Security Officer

- Performed vital strategic and technical research for multiple government agencies.
- Spearheaded high level technical interaction with U.S. Government project stakeholders.
- Developed and co-authored a comprehensive cyber-security checklist, based entirely on field experience, which was downloaded over 100,000 times and used in over 80 countries.
- Helped plan and lead Estonia's first large-scale, nation-wide cyber-security exercise.
- Investigated major cyber campaigns, including the cyber attacks on Georgia during the Russian invasion and wrote the definitive 100-page classified report on that campaign.
- Carried out in-depth investigations of cyber vulnerabilities in critical infrastructure industries, including electric power, natural gas pipelines, healthcare systems, pharmaceutical manufacturing, and natural resource processing.
- Investigated security issues involving the global supply chains used by multiple critical Infrastructure industries.

Cyber Watch, Charlotte, NC
President and Founder

2004-2006

- Performed vulnerability assessments and penetration testing for multiple clients in the Southern United States, to include financial systems, healthcare, and state level government agencies.
- Planned and conducted multiple vulnerability assessments for SunGard Financial Systems for compliance with GLBA and Sarbanes-Oxley.
- Conducted Incident Response activities for an undisclosed healthcare organization and university in the Southern United States.
- Wrote information security standards for all major operating systems and networking devices for a university in the Southern United States.

Lucent Worldwide Services, Charlotte, NC
Consultant

2004-2006 Senior Security

- Information security consultant, specializing in Cisco, Microsoft and UNIX environments. Provided strategic consulting services to AT&T, Bell Canada, BellSouth, Sprint, T-Mobile, Verizon and multiple organizations in Europe and South America.
- Performed vulnerability assessments and penetration testing for multiple telecommunication clients, including BellSouth, Sprint and T-Mobile.
- Collaborated on the security architecture for triple play services provided by BellSouth.
- Designed the architecture for a Security Operations Center at Bell Canada.
- Conducted Incident Response activities for an undisclosed telecommunication client and foreign entity.
- Provided subject matter expertise to Bell Laboratories on cybersecurity components being designed and developed.
- Assisted in the development, mentoring and growth of security consultants.

Matrix Network Group (acquired by Dimension Data), Charlotte, NC
Director for Cyber Security

2000-2002 Practice

- Worked with other members of the executive team to develop strategic business plans.
- Responsible for driving business development in the cyber security practice.
- Built from scratch a \$7 million sales pipeline for cyber security services and products.
- Hired consulting and sales FTE for the cyber security practice.
- Developed career paths for cyber security consultants.
- Implemented a multi-factor identity management solution for Loews Corporation.
- Designed and implemented security architecture for a high-frequency trading firm in New Jersey.
- Planned and managed HIPAA assessments for several health facilities in the Southern United States.

Piedmont Technology Group, Charlotte, NC
Security Consultant

1999-2000 Senior

- Information security consultant, specializing in Cisco, Microsoft and UNIX environments. Provided consulting services to BB&T, Bank of America, First Union, Harris Teeter, Krispy Kreme and Wake Forest Baptist Medical Center.
- External member of First Union's UNIX security team.
- Participated in the initial deployment of online banking services for First Union.
- Deployed and secured the online commercial credit systems for First Union.
- Implemented firewalls at Bank of America, First Union, Krispy Kreme and Wake Forest Baptist Medical Center.
- Implemented intrusion detection system for Wake Forest Baptist Medical Center.

- Identified sales opportunity at First Union, which resulted in \$2 million in additional revenue.
- Participated in the redesign on the data center at First Union.

IBM Global Services, Cary, NC

1998-1999 System

Administrator/Network Security Engineer

- Deployed and maintained Cisco, Microsoft and multiple UNIX platforms.
- Provided end user support for Microsoft and multiple UNIX platforms.
- Performed vulnerability assessments for the computing environment.
- Wrote information security policies and drafted business continuity plans.
- Wrote and maintained information security standards for all major operating systems and networking devices.

U.S. Army (7th Special Forces Group), United States

1987-1998 Senior

non-commissioned officer

- Supervised soldiers in multiple environments, including high-stress situations.
- Participated in multilateral operations and strategic operations in Latin America.
- Collaborated on the development and deployment of a classified deployable network using satellite communications.
- Assisted in the deployment of a classified computer network to support American operations in Latin America.
- Performed liaison duties with multiple U.S. Intelligence Agencies, Federal Law Enforcement organizations and members of foreign militaries.
- Security Clearance Top Secret SCI (1988-1998).

U.S. Marines, United States

1980-1987 Non-commissioned

officer

- Supervised Marines in multiple environments, including high-stress situations.
- Participated in multilateral operations on six continents.
- Conducted humanitarian operations for foreign nationals in imminent danger.
- Provided physical security for elements of the U.S. nuclear arsenal.
- Security Clearance Secret (1981-1987).

EDUCATION

MA, Information Technology Management, Webster University, Fort Bragg NC

MA, Security Management, Webster University, Fort Bragg, NC

BS, Political Science, Methodist College, Fayetteville, NC

PROFESSIONAL CERTIFICATIONS

2003 - SANS/GIAC Certified Incident Handler (GCIH)

2001 - Systems Security Certified Practitioner (SSCP)

1999 - Certified Information Systems Security Professional (CISSP)

PROFESSIONAL ACCOMPLISHMENTS

2014 - Co-founded BSides Asheville Information Security Conference

2013 - Columnist Dark Reading

2012 - Columnist Information Week

2010-Present - Subject Matter Expert for ISC2 CISSP certification exam

2010-Present - Subject Matter Expert for ISC2 SSCP certification exam
 2010 - Co-directed Estonia's first national cyber security exercise
 2007-2010 - Senior Research Fellow in Security Studies at the Fletcher School
 2009 - Included in the Weapons of Mass Disruption gallery, International Spy Museum
 2003-2004 - Board member, High Technology Crime Investigation Association, Carolinas Chapter
 2002-2005 - President, North Carolina InfraGard

PROFESSIONAL APPEARANCES

2017 - Speaker, Gulf Information Security conference, Dubai, United Arab Emirates
 2016 - Speaker, RSA Conference USA
 2016 - Speaker, Gulf Information Security conference, Dubai, United Arab Emirates
 2014 - Speaker, World Cyber Security Technology Research Summit, Belfast, Ireland
 2014 - Speaker, Cyber Endeavour conference, Naval Postgraduate School
 2014 - Speaker, Cyber Defence and Networking Security conference, London, United Kingdom
 2014 - Speaker, MEXSEC, Cancun, Mexico
 2012 - Speaker, Cyber Defense Forum, Prague, Czech Republic
 2012 - Speaker, World Cyber Security Technology Research Summit, Belfast, Ireland
 2011 - Speaker, CSIIIRW, Oak Ridge National Laboratory
 2011 - Speaker, Securitybyte Conference, Bengaluru, India
 2010 - Speaker, Cyber Security Summit, Brussels, Belgium
 2010 - Panelist, DEF CON 18, Las Vegas, Nevada
 2010 - Speaker, Cyber Warfare conference, London, United Kingdom
 2010 - Keynote Speaker, Royal United Services Institute, London, United Kingdom
 2010 - Speaker, CIA's In-Q-Tel CEO Summit, San Francisco, California
 2010 - Speaker, Network Centric Warfare conference, Brussels, Belgium
 2010 - Speaker, Nations and cyber warfare, London, United Kingdom
 2009 - Speaker Securitybyte/OWASP AppSec Asia Conference, New Delhi, India
 2009 - Speaker, Cyber Defense Summit, Dubai, United Arab Emirates
 2009 - Speaker, NDIA Cyber Symposium, San Diego, California
 2009 - Speaker, Cyber Conflict Policy and Legal conference, Tallinn, Estonia
 2008 - Speaker, GovSec conference, Washington, D.C.
 2008 - Speaker, Cyber Defense conference, Copenhagen, Denmark
 2008 - Speaker, GovNet conference, Washington, D.C.
 2007 - Guest lecturer, Special Operations/Irregular Warfare Program, Naval Postgraduate School
 2007 - Guest lecturer, Center for Homeland Defense and Security, Naval Postgraduate School

ARTICLES AND PUBLICATIONS

2014 - Op-Ed 'When Does a Cyberattack Warrant a Military Response?', NY Times
 2014 - 'A Cyber History of the Ukraine Conflict', Dark Reading
 2014 - Michelson, M. & Bumgarner, John. Temporal Modeling of Twitter Posting Behavior: An Empirical Study
 2014 International Conference on Artificial Intelligence.
 2013 - 'A Virus of Biblical Distortions', Dark Reading
 2012 - 'When seconds count', Asia Pacific Defense Forum
 2012 - 'Securing the Cyber Sphere', Asia Pacific Defense Forum
 2012 - 'Decapitating Saudi Aramco with the Sword of Justice', Defence IQ
 2011 - 'The Butterfly Effect of Dead Presidents', Dialogo Americas
 2011 - 'Cyber Alliances', Asia Pacific Defense Forum

2011 - 'Tech-Savvy Terrorists', Asia Pacific Defense Forum
 2011 - 'Tech-Savvy Terrorists', Taiwanese National Defense Digest
 2010 - 'Jihad in Cyberspace', Counter Terrorist Magazine
 2010 - 'Computers as Weapons of War', Information Operations Journal
 2010 - 'Energy Insecurities', Security Management
 2008 - 'Electronic Warfare', Intersec Magazine
 2008 - 'Russian-Georgian Cyber Conflict of 2008'
 2008 - 'Cyber Reconnaissance', Homeland Security Journal
 2005 - 'Dialing up new security woes', ISSA Journal
 2005 - 'Worms the New Weapons of Mass Destruction', ISSA Journal
 2003 - 'Gone in a Flash, Network World
 2003 - 'A Hacker Will Be With You Shortly', ISSA Journal
 2003 - 'Are USB Flash Drives a security threat', ISSA Journal
 2001 - 'Liability Waivers', Security Management Magazine
 2001 - 'Red Teams', Security Management Magazine

MEDIA ENGAGEMENTS

2018 - Interviewed on ABC News
 2017 - Interviewed on Public Radio International
 2017 - Quoted in Deutsche Welle
 2016 - Quoted in Christian Science Monitor
 2015 - Quoted in The Guardian
 2014 - Quoted in Al Jazeera, Bloomberg, Chicago Tribune, Christian Science Monitor, CNBC, Defense One, International Business Times, Newsweek, New York Post, Reuters, Scientific American, The Telegraph, Washington Post
 2013 - Quoted in ABC News, Al-Monitor, Christian Science Monitor, Reuters, The Atlantic
 2012 - Quoted in Christian Science Monitor, Daily Mail, Reuters, The Globe and Mail
 2012 - Interviewed on Newsnight British Broadcasting Corporation
 2012 - Quoted in NATOSource Atlantic Council
 2012 - Interviewed on National Public Radio
 2011 - Interviewed in Reserve Officers Association Magazine
 2011 - Quoted in Christian Science Monitor, DNA India, Indian Times, Jerusalem Post, Los Angeles Times, NBC News, Reuters, The Economist, The Verge, Wired
 2011 - Interviewed on Southern California Public Radio (SCPR)
 2011 - Interviewed on Newsnight British Broadcasting Corporation
 2011 - Interviewed on BBC radio Northern Ireland
 2010 - Profiled in Jane's Defence Weekly
 2010 - Quoted in Bloomberg, CBS News, Fox Business, Reuters
 2010 - Interviewed on CBC/Radio-Canada
 2009 - Quoted in CNN, Computerworld, The Guardian, Wall Street Journal
 2009 - Interviewed on Federal News Radio
 2008 - Interviewed on CNN

RECEIVED

Oct 06 2023

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

**APPEAL FROM CHARLESTON COUNTY
Family Court**

Case No. 2022-DR-10-3072

Justin McGee, ...Respondent
v.

Lindsay McGee, ...Petitioner

PROOF OF SERVICE

I certify that I have served the REPLY TO RESPONDENT'S RETURN TO MOTION
TO SUPPRESS on Respondent, by email on October 6, 2023 addressed below:

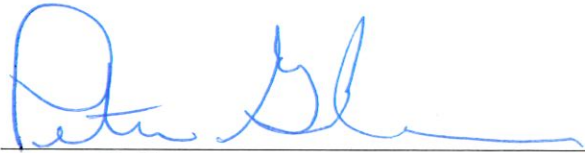
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October 6, 2023



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October 6, 2023

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Oct 06 2023

SC Court of Appeals

VIA EMAIL ONLY

Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29211

RE: Justin McGee v Lindsay McGee
Case #. 2022-DR-10-3072
Appellate Case #2023-001376

Dear Ms. Kitchings:

Enclosed please find the REPLY TO RESPONDENT'S RETURN TO MOTION TO SUPPRESS, for filing in the above referenced matter. Also enclosed is a Proof of Service regarding the same. Please return a filed stamped copy to me.

Thank you for your assistance in regard to the above.

With kind regards.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter G. Currence'.

PETER G. CURRENCE

PGC:ls

Enclosures

cc: Ms. Lindsay McGee (via email only)
Mr. Jerry Theos (via email only)
Ms. Marie-Louise Ramsdale (via email only)
Mr. Matthew Abee (via email only)

Reply to Columbia Office | jom@mscmlaw.com | www.mscmlaw.com

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