

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.

**NOTICE OF MOTION AND MOTION FOR EXPEDITED HEARING
TO CLARIFY THIS COURT’S PRIOR ORDER**

Attached to this Motion is the Order from the Honorable Spiros S. Ferderigos from the fifth (5th) status conference held on June 21, 2024. (see attached Exhibit “A”) As outlined in the Court’s Order there are over five thousand (5,000) recordings from the CAMDUCK recording device. This Court has indicated that they believe an analysis “may be” an important to the resolution of Petitioner’s Motion to Suppress. The Parties, and the lower Court, how now received information from the Defendant’s experts that there approximately are eight hundred and thirty-three hours (833) of recordings if all of the recordings were to be reviewed.

Pursuant to the Electronic Communication Privacy Act and our corresponding South Carolina Homeland Security Act (South Carolina Code §17-30-10, an intercepted communication cannot be utilized or disclosed without further violation of the act. Accordingly, the contents of the unlawfully intercepted communications are irrelevant. Any disclosure of any contents of the illegally intercepted communications are not only not relevant as to a determination as to whether or not an interception took place but also would be a further violation or the statute.

The Defendant's experts have provided clear evidence as to the interception of the Defendant's communications with nonparty individuals as set out in their sworn to Affidavits (copies again attached hereto for the Courts convenience as Exhibit B and C).

Further, the lower Court herein has Ordered each party to place a retainer of one half of two hundred and forty-nine thousand nine hundred dollars (\$249,900.00) with the Court or with the special referee who it appears that this Court will utilize for an examination of all of these five thousand (5000) recordings. That is simply an impossibility as Defendant does not have the availability of that required amount and is informed and believes Plaintiff likewise does not have the availability for that required amount in order the examination of all five thousand (5000) recordings to take place. Even though the lower Court ordered that a reallocation at the final or subsequent hearing could take place as to these amounts the Defendant simply does not have access to such an enormous sum so as to pay the special referee to reviewed five thousand plus (5000+) recordings from a CAMDUCK device.

Again, the Defendant is informed and believes that the contents of the recordings are irrelevant to a determination whether or not a illegal interception or her communication took place. As set out in the experts Affidavits, we have clear evidence that the Defendant (even by his own admission) placed the CAMDUCK recorder in the former material residence then occupied by the Defendant and the parties' children, that the CAMDUCK recorder recorded these five thousand plus (5000+) communications, and that the CAMDUCK recorder was accessed by the Plaintiff. The Plaintiff may argue that there is not clear and convincing evidence that he accessed these recordings, however, whether or not the Plaintiff actually accessed the CAMDUCK recordings that is irrelevant as well. Pursuant to both the Electronic Communication Privacy Act (18 U.S.C. §2510 S.C, specifically §2511) and the South Carolina Homeland Security Act (South Carolina Code §17-30-10) a violation occurs when a person intentionally intercepts, endeavors to intercepts, or procure others to attempt to intercept any wire or oral electronic communication. Defendant offers no objections to the special referee or the lower court to examine a sampling of the five thousand plus (5000+) recorded devices if the lower court so desires (perhaps a dozen) but simply ask the Court to clarify its Order removing the requirement that all five thousand plus (5000+) devices be examined.

The Defendant does not believe that this Courts Order requires that the contents of all five thousand plus (5000+) recordings be determined and set out in the report from the special referee or the lower court.

Further, the Defendant does not have the ability to comply with this Courts Order requiring a deposit of two hundred and forty-nine thousand nine hundred dollars (\$249,900.00) for the examination of this illegal secured communication to go forward.

The Petitioner's affidavit in support of this Motion is attached as Exhibit "D"

Respectfully submitted,

s/Richard G. Whiting
Richard G. Whiting
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s/Peter G. Currence
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June 25, 2024

FILED

STATE OF SOUTH CAROLINA) IN THE FAMILY COURT
) NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON) CASE NO.: 2022-DR-10-3072

2024 JUN 24 AM 8:53

JUN E. J. ARMSTRONG
CLERK OF COURT

Justin M. McGee,)
)
) Plaintiff,)
)
 vs.)
)
 Lindsay F. McGee,)
)
) Defendant.)

BY JS

ORDER FROM FIFTH
STATUS CONFERENCE

Presiding Judge: Spiros S. Ferderigos
Date of Conference: June 21, 2024
Attorney for Plaintiff: Matthew A. Abee and Brittany Point
Attorney for Defendant: Peter G. Currence and Richard G. Whiting
Guardian ad Litem: Elizabeth Stringer (Not Present)
Court Reporter: Sharon Vizer

This matter came before the Court for a Fifth Status Conference on June 21, 2024 after the Court of Appeals certified the matter back to the family court for additional discovery by order filed June 10, 2024. Counsel for the parties were present as identified above. The Plaintiff and the Defendant were not present. In part, the Court of Appeals order states that “the family court indicated it had preserved over 5,000 recordings from a CAMDUCK device, at least some of which may have been intercepted in violation of the Act. We believe analysis of these recordings may be important to the resolution of Petitioner’s motion; accordingly, we certify the family court to supervise further discovery regarding these recordings and to issue a report with its proposed findings as to (1) the content of the recordings, and (2) whether any of the recordings were intercepted in violation of the Act ... [t]he family court shall consult with the parties in any manner it deems appropriate to determine which party bears the costs of analyzing the recordings ... [t]he Court shall also have the same powers as are now possessed by the circuit courts of the State for the appointment of referees to take testimony and report thereon, under such instructions as may be prescribed by the court.” Defense counsel filed a “Stipulation Regarding Camduck Recordings” stipulating that the CAMDUCK contains 833 hours of recordings.

At the status conference, the court informed the parties that it would be appointing a special referee to review the over 5,000 CAMDUCK recordings (833 hours of recordings) pursuant to the Court of Appeals order (filed June 10, 2024). The special referee will be a licensed attorney in the State of South Carolina, with the hourly rate of \$300.00 per hour.¹ Defense counsel informed

¹ The court informed the parties that the cost of reviewing the 866 hours of recordings alone will be \$249,900.00. The Court informed the parties that after having thoroughly reviewed the file as it relates to the certification, the court intends to order a 50/50 division of said costs, subject to reallocation at the final or subsequent hearing. This results

the Court that it does not believe that the Court of Appeals order (filed June 10, 2024) requires the family court to review (or supervise the review of) the 833 hours of video recordings. The court informed the parties that it disagrees with defense counsel's interpretation of the Court of Appeals order.² Defense counsel informed the court that it would file an emergency/expedited motion with the Court of Appeals seeking clarification regarding whether the Court of Appeals certified to the family court that it is to review (or supervise review of) the 833 hours of video recordings. Defense counsel further informed the court that it would be requesting in the motion that the Court of Appeals stay its order filed June 10, 2024 until an order is issued on defense counsel's forthcoming motion. As further ordered below, the family court will provide defense counsel with an opportunity to file such motion with the Court of Appeals, however, a more detailed order regarding discovery related to the 833 hours of video recordings will be promptly issued to ensure that the family court is in compliance with the certification by the Court of Appeals.³

It is therefore

ORDERED that defense counsel shall have until Tuesday, June 25, 2024 at 1:00 pm to file the aforementioned motion with the Court of Appeals requesting stay of its June 10, 2024 order pending resolution of defense counsel's motion; and it is further

ORDERED that the parties are to file any affidavits in support of their position regarding allocation of fees and costs for the review of the recordings by Wednesday, June 26, 2024 at 5:00 pm.

IT IS SO ORDERED!



The Honorable Spiros S. Ferderigos
Family Court Judge, Ninth Judicial Circuit

June 21, 2024

in a retainer by each party of \$124,950.00. The parties requested the opportunity to file affidavits in support of their respective positions regarding which party should bear such costs. The Court is withholding its decision regarding what percentage of the \$249,900.00 retainer each party shall pay until it reviews the filings of the parties due June 26, 2024. Both parties informed the court that they do not have the ability to pay for review of the recordings.

² The Undersigned takes this moment to note that he agrees with the Court of Appeals that review of all the recordings on the CAMDUCK may be necessary to properly adjudicate the allegations raised in Defendant's Motion to Suppress currently pending with the Court of Appeals.

³ Plaintiff's counsel preserved all prior objections during the status conference. Plaintiff's counsel further raised objections alleging that the family court lacks the authority to appoint a special referee to review the recordings, and lacks the authority to apportion any fees and costs related to review of the recordings. The Court denied Plaintiff's counsel's objections at this time, however, allowed Plaintiff's counsel to raise said objections once more in a subsequent motion that would be considered on a de novo basis.

THE STATE OF SOUTH CAROLINA
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APPEAL FROM CHARLESTON COUNTY
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Family Court Case No. 2022-DR-10-3072

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Justin McGee,

Respondent,

v.

Lindsay F. McGee,

Petitioner.

STIPULATION REGARDING CAMDUCK RECORDINGS

Pursuant to the Interim Order filed June 11, 2024, Defendant's counsel asserts, to the best of counsel's knowledge, that there are approximately 833 hours of undeleted video with audio contained on the CamDuck. This number of hours was determined based upon 5,000 videos, 10 minutes each in duration, for a total of 50,000 minutes which equates to 833 hours.

Respectfully submitted,

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June 25, 2024

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

EIGHTH SUPPLEMENTAL AFFIDAVIT OF JOHN BUMGARNER

PERSONALLY APPEARED BEFORE ME, the undersigned, who, being duly sworn, deposes and states the following:

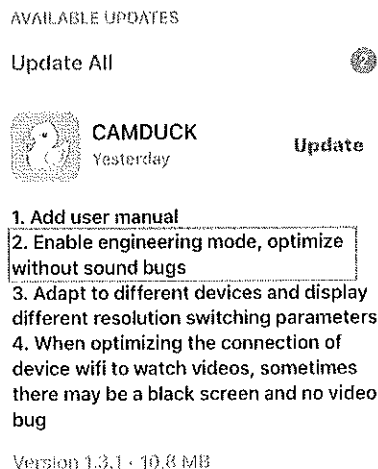
Background

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, the 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.

2. On 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 current affidavit is in response to the *Respondent Justin McGee's Exceptions and Objections to the Special Referee's Report and Proposed Findings Dated May 3, 2024*. That response was filed by Matt Abee from Nelson Mullins on May 13, 2024 and is related to the Family Court Case No. 2022-DR-10-3072. This is my Eighth Supplemental Affidavit and my ninth affidavit overall since August 2023 for this Family Court Case.
4. On May 13, 2024, Matt Abee raised the issue that the State of South Carolina Appeal Court should end the appeal in favor of Justin McGee based on two of Judge Ferderigos' findings, which are listed below. (Respondent Justin McGee's Exceptions and Objections to the Special Referee's Report and Proposed Findings Dated May 3, 2024, hereinafter referred to as "Husband's Response," p. 2)
 - a. "That there is no direct evidence presented to the Family Court that [Husband] has intercepted or attempted to intercept any audio records from the CAMDUCK or other spying device."
 - b. *That there is no circumstantial evidence that [Husband] intentionally intercepted audio recordings from the CAMDUCK".
5. Item 4.a. above states that there is no direct evidence that the Respondent intercepted or attempted to intercept any audio records from the CAMDUCK. Any "direct evidence," such as a downloaded video from the CAMDUCK or any of the other 12 spy cameras that the Respondent placed in the Petitioner's residence, would have been downloaded to the Respondent's Apple iPhone XS MAX. To date, the law firm McDougall, Self, Currence & McLeod has not been given access to the Respondent's Apple iPhone XS MAX, iCloud accounts, or computers. Any potential evidence on these devices or storage systems has likely been spoliated by the Respondent. There might be forensic fragments on these devices or services of a video that was downloaded by the Respondent, but obtaining these digital fragments would be costly in terms of both manpower and time.

6. Item 4.b. above states that there is no circumstantial evidence that [Husband] intentionally intercepted audio recordings from the CAMDUCK. However, there is overwhelming technical evidence that counters this claim and Mr. Abee's objection. There is technical evidence that shows that someone using the CIXICM (CAMDUCK) management application deleted videos from the CAMDUCK remotely on August 27, 2022, while the Petitioner was getting dressed in her bedroom. Additionally, there is strong technical evidence (AT&T bandwidth records) showing that someone was continuously accessing the spy cameras in the Petitioner's home remotely. To date, the law firm McDougall, Self, Currence & McLeod has not obtained the bandwidth records from any of the Respondent's internet services. I surmise that these records would indicate large downloads, which likely correspond with the Petitioner's AT&T records.
7. Mr. Abee also claims that the Respondent's Amazon purchase records for the CAMDUCK indicated that it didn't have audio, suggesting that some of Judge Ferderigos' findings are erroneous. McDougall, Self, Currence & McLeod have already proved beyond a shadow of a doubt that the vendor intentionally omitted information about the camera having audio to comply with Amazon's policies in the US. There are multiple pieces of evidence supporting this, which have been submitted in several affidavits by me and by Steve Abrams, another expert working with McDougall, Self, Currence & McLeod on this case. Since filing my Seventh Supplemental Affidavit on April 18, 2024, the CAMDUCK managed software was updated on May 26, 2024. The update clearly shows that CAMDUCK cameras have audio recording capabilities.

Figure 1 CAMDUCK Management Application Update



8. The CAMDUCK discovered in the Petitioner's bedroom recorded thousands of videos with embedded audio tracks. According to the device's vendor, the microphone in the CAMDUCK had to be manually enabled using the camera's management application. The Respondent has admitted to installing this management application on his Apple iPhone XS MAX. Once the Respondent enabled the camera's microphone, he would have immediately been able to hear audio in the videos, such as the ones that were remotely deleted on August 27, 2022.
9. Mr. Abee also claims that Steve Abrams and I manipulated the data on the CAMDUCK to hear the audio tracks, which he states were encrypted, thus the Respondent could not have heard the audio that was recorded with the video. The videos on the CAMDUCK were written in an industry-standard format and were not encrypted by any algorithm or protected by any secondary security measure. Anyone accessing these video files would have been able to hear the audio tracks without any special software or security keys/passwords.
10. Mr. Abee also claims that the AT&T router logs used in my investigation of the spy cameras installed by the Respondent in the Petitioner's residence should be inadmissible as evidence. He argues that these third-party records lack authenticity but provides no details on why these AT&T records are not authentic. The original AT&T records were obtained from the SmartHome Management application used to manage the router in the Petitioner's residence. I took time-stamped screenshots of the information that I reviewed using the SmartHome Management application. My access to the SmartHome Management application and the time-stamped screenshots can be easily verified by AT&T from their internal records. Obtaining these records would only corroborate my findings about the spy cameras connected to the Petitioner's network. These AT&T records would also prove beyond a shadow of a doubt that the device records used in my investigation are completely authentic and were not manipulated in any way. The local Arris router logs were obtained by the Petitioner under my instructions. These local logs directly correlate with the ones pulled from the AT&T SmartHome Management application. The only issue with the Arris router logs is the last activity timestamp, which is generated by the router itself. The Respondent and his expert have proved that the Arris log files are 100% accurate for devices that were attached to the Wi-Fi network in the Petitioner's home.
11. The sheer gravity of this case warrants an opposing expert to review the evidence. It is inconceivable that Nelson Mullins, the law firm representing Justin McGee (Respondent), has not obtained another expert like myself in the last eight months to refute the technical evidence in this case. The evidence I have reviewed is extensive. The documentary evidence clearly shows that the Respondent purchased over two

dozen spy cameras between December 2020 and July 2022. This evidence, along with my research, indicates that at least nine of these cameras had audio recording capabilities. The technical evidence clearly shows that 13 spy cameras were listed in the Petitioner's internet log files. The Respondent has confirmed that he installed the management application for these cameras on his Apple iPhone XS Max. It is unfathomable how their opposing expert could refute any of the evidence related to the spy cameras in this case.

12. To date, Mr. Abee and the Respondent have provided no tangible evidence to contradict my or Steve Abrams' technical findings in this case. All of Nelson Mullins' and the Respondent's filings are designed to cast doubt on my affidavits. None of their filings are supported by any technical evidence beyond their own written words. I continually submit the same evidence to counter their unfounded claims. Nelson Mullins and the Respondent have substantially delayed this case with their frivolous filings, which lack any supporting evidence.
13. Mr. Abee has raised concerns about limited discovery (Husband's Response, p. 2). It is unclear how the lack of discovery has hampered Mr. Abee's legal support for the Respondent. Additionally, discovery by McDougall, Self, Currence & McLeod would have only further solidified our position concerning the spy cameras that were placed in the Petitioner's residence by the Respondent.

Technical Evidence as of 06-03-2024

14. To date, all the technical evidence obtained to develop this affidavit and all of my previous ones was obtained solely by McDougall, Self, Currence & McLeod. Nelson Mullins, the law firm representing Justin McGee (Respondent), has provided limited data that has any forensic value.

Affidavit Status as of 06-03-2024

15. This Eighth Supplemental Affidavit was developed in response to *Respondent Justin McGee's Exceptions and Objections to the Special Referee's Report and Proposed Findings Dated May 3, 2024* file on May 13, 2024 in the Family Court Case No. 2022-DR-10-3072. As additional questions need to be answered or as more data becomes available for analysis another supplemental affidavit will be created.

FURTHER THE AFFIANT SAYETH NOT!

John Bumgarner

John Bumgarner

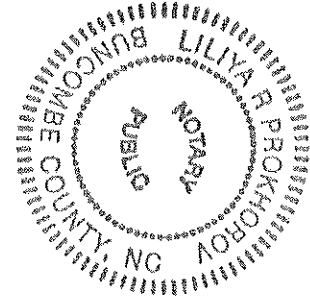
SWORN TO AND SUBSCRIBED BEFORE ME THIS

4th, DAY OF June, 2024.

[Signature]

NOTARY PUBLIC FOR NORTH CAROLINA

MY COMMISSION EXPIRES: 10/25/2027



THE STATE OF SOUTH CAROLINA
In The Court of Appeals
Appellate Case No. 2023-001376

APPEAL FROM CHARLESTON COUNTY
Family Court
Civil Action No. 2022-DR-10-3072

Lindsay F. McGee	Petitioner
v.	
Justin McGee	Respondent

FIFTH 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 reside in Mount Pleasant, South Carolina. I am a practicing trial lawyer licensed in South Carolina, Washington, D.C., and New York. My South Carolina office address is 1154 Holly Bend Drive, Mount Pleasant SC 29466. I am a member of the SC, NY and DC bars, and a member of the New York Academy of Trial Lawyers. I am a retired SC State Constable, but still regularly assist law enforcement with digital forensics examinations. I have worked in the field of digital forensics investigation for over 40 years in government, military, law enforcement, and private settings. My full credentials are included in my CV which was attached to my first affidavit in this matter.

Reply to Husband's Response to Wife's Proposed Findings of Fact

2. This affidavit is supplemental to the previous four affidavits that I have written in this matter and incorporates everything contained in those affidavits by reference.
3. My co-investigator in this matter, John Bumgarner, has addressed the issues raised by Husband's responses to Wife's proposed findings of fact that concerned his investigation into this matter. I handled the initial examination of the SCS and CamDuck cameras that were recovered from Wife's home and shall respond to inaccuracies in Husband's characterization of these two devices and our investigation concerning these spy cameras.

CAMDUCK

Husband put CamDuck in Wife's home.

4. Husband admits in Paragraph 13 of his Responses that he placed the CamDuck camera into Wife's residence.

Attorneys' Ethical Obligations Conflict with use of Hidden Cameras in their Law Offices.

5. Husband claims in Paragraph 13.1 that he "originally purchased the Camduck for work." This is curious since under Rule 8.4(d) of the ethics rules for South Carolina attorneys, it is unethical for an attorney to record a conversation without consent of all parties to the conversation, and the CamDuck is a covert camera specifically designed to not look like a camera for making secret (non-consensual) recordings. Additionally, in my review of the videos on the CamDuck there is not even a single recording that appears to have been made in Husband's office.

Audio Recording was Engaged.

6. The parties agree that special software is needed to activate audio recording on the CamDuck.
7. Husband admitted in Paragraph 11 of his Responses to Wife's Proposed Findings of Fact that he downloaded the CamDuck software needed to configure audio recording to his iPhone XS on February 8, 2022.
8. My examination of Wife's phones found no evidence that this CamDuck software was present or had ever been installed on her phones.
9. Responding to paragraph 10.2 from Husband's responses, the video content recovered from the SD card in the CamDuck camera refutes Husband's statement that the sound function was turned off. Every one of the approximately 5,000 intact videos recovered from the SD card contains audio that was recorded at the same time as the video recorded in Wife's bedroom in July through October 2022. Additionally, there were deleted videos and logs of still more deleted videos found on the same SD card.
10. No special software was needed to play the videos and listen to the audio contained on the SD card in the CamDuck. I used the standard Windows Media Player that comes with Windows to listen to hours of audio from these CamDuck recordings
11. The audio recordings found on the SD card in the CamDuck camera are proof that someone enabled the audio recording function of the CamDuck camera that was placed into Wife's bedroom prior to the period when these recordings were made. Only Husband was known to have been in possession of the software required to activate audio recording on the CamDuck cameras, and to have had that software on his iPhone in Wife's residence.

CamDuck was connected to WIFI / Internet

12. It is undeniable that the CamDuck was connected to the WIFI in Wife's home. This is known to a scientific certainty in at least two ways. First, the CamDuck appears in the router logs from the Wife's home as discussed at length by John Bumgarner in his many affidavits. Second, the CamDuck has no means of setting its internal real-time clock without first seeing a time server over the internet. The CamDuck defaults to a clock setting of 01/01/2020 at 12:00 when it is powered up if it doesn't see a time server over the Internet. The fact that the videos recorded between July and October 2022 have the

correct time and date embedded in each frame of the video is proof that the CamDuck was connected to the Internet and set its internal real-time clock from an internet time server.

13. It appears from the data on the SD card that the CamDuck first saw the internet time servers on May 15, 2022. This is the first date in the forensic record that is not in the default year of 2020, and indicates that this is the date the CamDuck was configured on the WIFI in Wife's home.
14. In Paragraph 18, Husband concedes that he was in Wife's home with the iPhone XS (containing the CamDuck app) on May 15, 2022.
15. Once connected to the Internet the CamDuck could be monitored and managed from anywhere using the CamDuck software, such as that which was known to be on Husband's iPhone XS. There is evidence from the forensic record that the CamDuck was being remotely managed while it was in Wife's Home. On August 27, 2022, two video files that were recorded on July 16 and 17, 2022, were deleted. This could only be done using the CamDuck software.

Forensic Record and Husband's Admissions Prove Willful Attempt to Eavesdrop on Wife

16. In Paragraph 10.3.2 Husband denies ever having reviewed any videos containing audio from the CamDuck. Even if this were true, the presence of audio recordings of Wife and others from her bedroom contained on the CamDuck's SD card is proof of at least a willful attempt to intercept Wife, which is sufficient evidence to constitute proof of a violation of the SC Homeland Security Act. The audio recordings of Wife on the SD card alone are sufficient evidence to support suppression of all such recordings made without Wife's knowledge or consent.
17. Since both parties agree that it took a willful act to configure the CamDuck to record audio, the enabling of audio recording and placement of the CamDuck camera in Wife's bedroom was enough to turn the nonconsensual recording of Wife into a willful act sufficient to constitute a violation of the SC Homeland Security Act.

Audio Recordings of Husband and Wife from CamDuck could Legally be Used in Court

18. I have recovered a few audio and video recordings from the SD card of Husband and Wife made on the CamDuck camera in Wife's bedroom. Since South Carolina is a one-party notification state it is likely that these few recordings do not violate the SC Homeland Security Act. Therefore, these recordings could legally be provided to the Court (and parties) as proof that the CamDuck was set up to record audio as well as video. Presumably, Husband seeing and hearing himself on these videos will end his argument that the CamDuck could not, did not, or was not set to record audio. It was, it did, and Husband can listen to himself as proof of the CamDuck's ability to record audio as it was set up in Wife's bedroom.

SUMMARY OF EVIDENCE THAT CAMDUCK WAS USED TO VIOLATE SC HOMELAND SECURITY ACT

19. In summary:
 - (1) Husband admits that he purchased the CamDuck camera and placed it into Wife's home. Financial records show that Husband purchased dozens of spy cameras before and during the period when the CamDuck was placed in Wife's home.

(2) Husband further admits that he downloaded the software needed to configure the CamDuck camera onto his iPhone XS in February 2022.

(3) Husband concedes that he was in Wife's home with his iPhone XS containing the CamDuck control software on the same day that the forensic record indicates the CamDuck was configured to communicate with the Internet over Wife's WIFI network.

(4) Every recovered video from the CamDuck camera (generally dated between July and October 2022) contains audio and video. This required the audio function to be enabled using the CamDuck software. Husband was known to have been in Wife's home with this software. There is no evidence that Wife was ever in possession of this software.

(5) The SD card recovered from the CamDuck contains nearly 5000 audio and video recordings of wife made without her knowledge or consent. These 5000 recordings, and the willful acts required to produce them, are evidence of a series of violations of the SC Homeland Security Act.

(6) Husband was the only one with the motive, opportunity, and instrumentality to have committed these violations of the SC Homeland Security Act.

20. Husband has admitted to engaging in predicate acts (purchasing and placing camera in Wife's home, downloading camera control software, being in Wife's home with iPhone containing the CamDuck control software) required to willfully and secretly eavesdrop and record Wife's aural communications in violation of the SC Homeland Security Act.

SCS Enterprises

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AFFIDAVIT OF LINDSAY F. MCGEE

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

1. I am pleading with the Court to reconsider its Order dated June 24, 2024 requiring that I advance a special referee more than \$120,000. I am unable to pay even a fraction of the amount Ordered for the retention of a Special Referee to review the 5,000 audio/video recordings.
2. I acknowledge and regret that this matter has consumed an excessive amount of judicial time and resources. I am thankful for the Court's indulgence to conduct discovery so that I could ascertain exactly what type of covert surveillance devices were deployed inside of my home. Significantly, that discovery revealed the information to establish the requirements for an interception as defined by the statute.

Respondent purchased the CamDuck, he put it in my house, and it had audio capability.

3. For at least a year and a half I had to live with a persistent feeling that Respondent knew things, extremely private things, that I had no ability to cut off or limit. I felt helpless, but I accepted that I had no privacy anywhere, not even inside my own bedroom. I told myself I had nothing to hide. I was the primary parent to three young children and lived my life in a constant state of fear and anxiety.
4. I mentioned to Respondent that I had concerned about hidden cameras, and Respondent promised he “wasn’t spying” on me. My concerns were vocalized more than a year before I met Dan Fowler. If Respondent had been remotely honest when questioned in August 2021, this entire proceeding would have been avoided. I would have removed the cameras and continued living my life. Instead, the Respondent was dishonest. As a result of Respondent’s persistent dishonesty, I was forced to pay tens of thousands of dollars to hire experts to uncover the extent of Respondent’s surveillance.
5. Respondent admitted to buying these cameras to gather evidence for a divorce. Respondent admitted to placing the cameras inside of my home. Respondent admitted to downloading the software used to remotely monitor these devices. I can present many more text messages between Respondent and myself questioning how he knew certain things. I beg the Court to simply reevaluate the admissions made by Respondent when presented with concrete evidence.
6. **Initially, Respondent vehemently denied using *any* type of audio recording device inside my home.** This was a lie. After I discovered the CamDuck and requested to amend my initial filing, Respondent acknowledged that he did purchase

and deploy covert surveillance devices with audio but ostentatiously tried to claim they were used with my knowledge and consent. In his affidavit in opposition to my request to amend, Respondent stated:

- a. "I have never, in any capacity or by any means, accessed, read, intercepted, hear[d], listened to, or otherwise reviewed or received any communication between the Petitioner ("Lindsay") and her lawyers in this action." (p. 1, ¶ 3); and
- b. "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.*" (emphasis added) (p. 2, ¶ 12).

7. Paragraph 6(b) is a lie, it is typical Respondent fashion to add the proviso "since summer 2022" which makes his statement true, but fails to admit the truth that he installed, placed and removed cameras in my house **prior** to summer 2022.
8. I have already incurred more than \$150,000 for experts to examine the only remaining camera not disposed of by Respondent, and to this day I cannot pay them. My experts have watched and listened to the videos. If the Court would like us to submit graphic videos of a sexual interaction, I am happy to identify what exactly Respondent intercepted from the interaction and testify as to how it was used by the Respondent in his pleadings and in discovery.
9. I will testify in graphic detail about the conversation I had with Respondent that precipitated the purchase of a hidden camera detector from Amazon in September 2022. I will be forced to recount the intimate details of my life – many of which were

published by the Respondent in an affidavit submitted to the Court at our temporary hearing.

10. I am at a complete loss for how the Court could have concluded that I was aware of the use of specific hidden cameras by Respondent. If I had any previous knowledge of Respondent's prior use of hidden cameras, I would have had a general idea of what type of device could contain a hidden camera. I had no idea what they looked like because I never knew about any hidden cameras purchased by Respondent.
11. This Family Court denied my request for Respondent to list the surveillance devices he claimed he has used since 2014 inside of our home, camper and law firm. I am certain that not one employee of our firm was informed that there were hidden cameras inside the office. Respondent makes the claim that he used hidden cameras in our camper because he left it unlocked and used the cameras to secure it. (Aff. In Opp. To Am. Mot. To Suppress, p. 12, ¶ 59). Would it not make more sense to simply lock the camper as a means of security?
12. Respondent admitted he has no evidence that I was aware of the use of hidden cameras and simply claimed "I deleted it." I have more than a thousand pages of text messages between Respondent and myself from September 2011 through October 2022. There are no conversations or emails about a babysitter allegedly going through my desk because I was not aware of this allegation until Respondent attempted to use the scenario as a defense by claiming I consented to use of the cameras.
13. The only reference to a hidden camera is the August 2021 text message where I said I saw strange lights in my room and was concerned about a hidden camera. Not one of the devices purchased and deployed by Respondent had lights.

14. We have spent time and money addressing Respondent's ludicrous accusation that Dan Fowler or an "independent source" placed the CamDuck inside of my home or was somehow aware of its existence. The family court for some reason wants to ignore Respondent's admission that he purchased the CamDuck and placed it in my home, and disregard the undisputed technical evidence that the CamDuck recorded continuously and was never removed from my home as Respondent claims. This is all I need to prove to establish an intercept pursuant to the South Carolina Homeland Security Act!
15. I completely cooperated with discovery and produced my communications with Dan Fowler. I did not meet Dan Fowler until September 2022. Dan Fowler did not learn of the CamDuck's existence until November 1, 2023, the date I discovered it in my nightstand. Both facts are clearly evidenced in our communications. If there was a shred of evidence that a third party was involved with the placement of the CamDuck, the Court would have been informed. Again, Respondent's admissions that he purchased the camDuck in February 2022 and placed it in my home that spring, and the technical evidence, which does not lie and is undisputed, which indicates that the CamDuck recorded continuously in my home from as early as late February 2022 until October 2022 unequivocally discredits Respondent's ridiculous assertion that someone else placed the CamDuck in my room.
16. There's a well know adage in Family Court that "he who has the money controls the litigation." Respondent has the money and is unquestionably controlling this litigation.

17. I started doing contract work for other attorneys in May of this year. I have guaranteed contract work that pays me \$60/hr. I have additional contract work that is unreliable and sporadic. I have 2 of my own cases that I bill at a \$350/hr.
18. Since being reinstated in November 2023, Respondent has been employed by his attorney in addition to performing work for other attorneys as co-counsel or on a contract basis. According to my children, their Dad makes \$400/hr., and I would be homeless if it wasn't for their Dad.
19. Respondent's parents are divorced, and both his Mother and Father have estates worth well over a million dollars, conservatively. Respondent has already borrowed more than \$150,000 from his Mother. Both of my parents are deceased, and by Respondent's own admission, I am the most successful person in my family.
20. Respondent claims in numerous filings that he cannot hire an expert because he lacks the financial resources. We have an outstanding insurance claim on a Ford Excursion that was wrecked by Respondent in 2022. The Respondent refuses to settle this claim, despite numerous attempts on my part, because I would be entitled to half of the insurance proceeds. This Ford Excursion is one of three vehicles in Respondent's possession. (**Exhibit A**).
21. I requested on two occasions for us to sell certain personal property and equally split the proceeds. We own three boats and three tractors. I offered to sell a significant portion of my jewelry. I offered to sell my engagement ring. Respondent will not agree to sell anything because he does not lack financial resources.
22. I am slowly crawling out of an extremely dire financial situation. There is a Rule to Show Cause filed by the Guardian *ad Litem* because I owe her more than \$4,000. Less than a week ago, I made the last payment required to get my home out of

foreclosure. My home is scheduled for a tax sale in November unless I can get caught up with my property taxes. **(Exhibit B)**. My car was repossessed in March 2024. I have an 8-inch-wide hole in my roof from squirrels and have to replace my entire roof at a cost of over \$10,000 within the year to maintain my homeowner's insurance. **(Exhibit C)**. Respondent stopped paying for our health insurance policy as required by the temporary order, so I no longer have health insurance despite having a chronic medical condition with multiple monthly prescriptions.

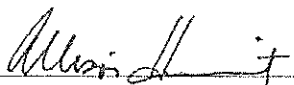
23. Meanwhile, Respondent just travelled to London for 7 days with his attorney girlfriend, Maria Averill, to attend a Taylor Swift concert. I agreed to watch our children during this time with the understanding Respondent would pay for childcare because it was his regularly scheduled parenting time. Respondent now refuses to pay for the childcare that he selected for one of my children that week. **(Exhibit D)**. In May of this year, Respondent also traveled to Boston for 5 days.
24. Respondent has the funds to rent a condo on Isle of Palms and informed my children that they are renting a larger beach house with a pool in July. **(Exhibit E)**.
25. My perception is that the family court is trying to force me to abandon my Motion to Suppress, despite Respondent's own admissions and abhorrent conduct. It is disheartening to think that the family court would allow Respondent to avoid any accountability for his horrendous behavior.
26. Respondent purchased these cameras. Respondent downloaded the software to monitor the cameras and he placed them in my home. These 5,000 recordings resulted from Respondent's actions, not mine. The Motion to Suppress is a result of Respondent's actions, not mine. There is no justification for requiring me to contribute any money toward the costs of reviewing these recordings. The family

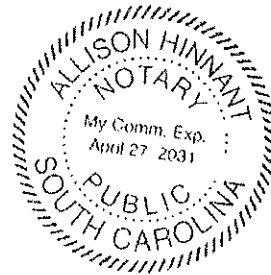
court is facilitating Respondent's abuse of the legal system by requiring me to advance more than \$120,000 for a special referee to do work that I have already paid my own experts to complete, and further victimizing me by putting the financial burden on me.

27. I am asking that my attorneys be permitted to produce an additional sampling of recordings, if that it necessary, to establish that audio was recorded. I can direct the Court to the pleadings and discovery requests issued by Respondent as a result of having listened to those recordings. Alternatively, I am asking the Respondent be required to advance the entire cost of having someone review these recordings that are only going to further prove a violation of the statute. The court can always reserve the right to reapportion these fees later.


LINDSAY MCGEE

Sworn and subscribed before me
this 25th day of June, 2024.


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 04/27/2031



Progressive Claim #22-3459076

Mark A Leo <Mark_Leo@Progressive.com>

Mon 4/29/2024 3:16 PM

To:Lindsay McGee <lindsay@mcgee-familylaw.com>

Thank you for talking today. After further review of the claim that ACV did change. This is the settlement breakdown if you were to obtain salvage.

ACV - \$12,703.00

Title History – (-\$2,751.31) – prior total loss

Deductible – (-\$500)

Salvage – (-\$2,006.15)

Payout = \$7,445.54

Mark Leo

Claims Supervisor

PO Box 94670

Cleveland, OH 44101-9919

Office: 803-576-4126 / Fax: 844-268-4650

Email: Mark_Leo@progressive.com

My hours of availability: Mon-Friday 8am-5pm

The contents of this e-mail and any attachments are confidential and may be legally privileged, intended solely for the addressee. If you are not the intended recipient, be advised that any use, dissemination, distribution, storage (including electronic) or copying of this e-mail is strictly prohibited. If you receive this e-mail in error, please notify the sender immediately by reply e-mail and destroy the message and its attachments.

EX - A



CHARLESTON COUNTY DELINQUENT TAX
4045 BRIDGE VIEW DRIVE
CHARLESTON SC 29405-7464

RETURN SERVICE REQUESTED

4540600159

EXECUTION NOTICE

THESE TAXES ARE PAST DUE!

TAX SALE DATE: NOVEMBER 04, 2024

4/11/2024

101 - RESID-SFR

PLEASE PAY THE TOTAL:

DELINQUENT TAXES, PENALTIES AND COSTS:

Total Year(s) Due 8134.90

DELINQUENT TAXES ARE DUE ON THE FOLLOWING DESCRIBED 101 - RESID-SFR PROPERTY

Tax Year/Bill Number(s)
2023-11705199

LINDSAY F MCGEE
664 MCCUTCHEON ST
CHARLESTON SC 29412

PROPERTY DESCRIPTION:

ACCOUNT #: 4540600159

DESCRIPTION: DESCRIPTION -LT 26 BLK D

IF THE TAXES, ASSESSMENTS, PENALTIES, AND COSTS ARE NOT PAID BEFORE A SUBSEQUENT SALES DATE, THE PROPERTY MUST BE DULY ADVERTISED AND SOLD FOR DELINQUENT PROPERTY TAXES, ASSESSMENTS, PENALTIES, AND COSTS.

If you do not pay the delinquent amount due, the following action(s) will be taken:

1. On THURSDAY, MAY 16, 2024 an additional levy cost will be added to this delinquent tax bill and an Official Notice of Levy will be mailed to you on that day.
2. A notice may be posted on your property in the month of OCTOBER, 2024 stating that the property is to be sold for delinquent taxes.
3. Your name and property will be advertised in the local newspaper and online beginning OCTOBER 16, 2024 for the Delinquent Tax Sale.
4. If your delinquent tax bill is not paid by the last day to pay on FRIDAY, NOVEMBER 01, 2024, before the subsequent tax sale date of MONDAY, NOVEMBER 04, 2024, your property will be duly advertised and sold for delinquent property taxes, assessments, penalties and costs.

***** SEE IMPORTANT INFORMATION ON BACK *****

DETACH AND RETURN WITH YOUR PAYMENT

Account #: 4540600159

Tax Year/Bill Number(s) 2023-11705199

PAY THIS AMOUNT

\$ 8134.90

MAKE CHECKS PAYABLE TO:
CHARLESTON COUNTY TREASURER

Write Account Number on check or money order when making payment
DESCRIPTION -LT 26 BLK D

Make Payment to:



CHARLESTON COUNTY TREASURER
PO BOX 878
CHARLESTON, SC 29402-0863

LINDSAY F MCGEE
664 MCCUTCHEON ST
CHARLESTON SC 29412

PLEASE NOTE: BEGINNING OCTOBER 07, 2024 ONLY CASH, ATTORNEY'S TRUST/ESCROW CHECKS, CERTIFIED BANK CASHIER'S CHECKS, OR MONEY ORDERS WILL BE ACCEPTED FOR PAYMENT.

EX-B

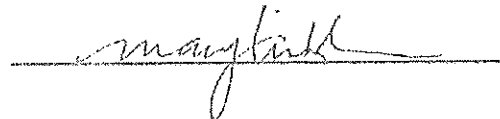
OFFICE OF DELINQUENT TAX COLLECTOR
Charleston County, SC

MARY E. TINKLER; COUNTY TREASURER FOR CHARLESTON COUNTY

to the Delinquent Tax Collector of Charleston County or his deputy:

WHEREAS, the delinquent taxpayer whose name appears on the reverse side has been duly assessed the sum shown on the reverse side, the same being for School, County, and Special taxes, including penalties and costs thereon, for the TAX YEAR(S) SHOWN.

WHEREAS, the delinquent taxpayer has failed to pay the taxes, penalties and costs, this execution commands you in the name of the State to levy by distress and sell so much of the delinquent taxpayer's property as is sufficient to satisfy the delinquent taxes, assessments, penalties, and costs. This execution is sufficient warrant for a levy by distress and sale.



CHARLESTON COUNTY TREASURER

Please note the contact information for different Charleston County offices found below. The Delinquent Tax Office Ph. (843) 202-6576 cannot address any issues regarding original tax bills. Please contact the appropriate department for resolutions to any errors or problems.

ISSUES: (Legal Residence, Real Estate Property Assessments, Mobile Home Issues)

CALL COUNTY ASSESSOR - PH. 843-958-4100

Physical Address: 3875 Faber Place Drive, Suite 100 North Charleston, SC 29405-8547

Mailing Address: 3875 Faber Place Drive, Suite 100 North Charleston, SC 29405-8547

ISSUES: (Mailing Address Changes, Homestead (65 years of age or over), Disability Exemptions, Late Penalties)

CALL COUNTY AUDITOR - PH. 843-958-4200

Physical Address: 101 Meeting St, Suite 105 Charleston, SC 29401

Mailing Address: P.O. Box 614 Charleston, SC 29402

PLEASE RETURN THIS NOTICE WITH YOUR ACCOUNT NUMBER WRITTEN ON YOUR PAYMENT AND SEND IT TO THE BELOW MAILING ADDRESS OR YOU CAN PAY IN PERSON:

PLEASE NOTE: Make all payments out to the "CHARLESTON COUNTY TREASURER"

Physical Payment Address:

CHARLESTON COUNTY TREASURER
4045 BRIDGE VIEW DRIVE SUITE B101
NORTH CHARLESTON, SC 29405

Mailing Address for Payment:

CHARLESTON COUNTY TREASURER
PO BOX 878
CHARLESTON, SC 29402-0863

Business Hours:

8:30 AM to 5:00 PM
MONDAY - FRIDAY



Southline Roofing & Exteriors LLC
450 Deanna Lane STE H-I
Charleston , SC 29492

Phone: 843-471-2625

Company Representative
Kevin Cox
Phone: (843) 471-2625
kevin@southlineroofing.com

04/23/2024
Claim Information

Lindsay McGee
664 McCutchen Circle
Charleston, SC 29412
(843) 276-2168

Job: Lindsay McGee

CertainTeed Landmark Architectural shingles Color TBD

CertainTeed Landmark Architectural shingles Color TBD

- 130 MPH wind warranty.
- 50 Yr lifetime limited warranty shingles.
- 10 Year Premium Protection- (Sure-Start Protection)
- 10-Year Workmanship Labor Warranty.
- All nails will be Electro-Galvanized

**** FOUR 4'x8' sheets of 7/16" OSB are included ****

**** Remove 4 static vents and roof over - (Ridge Vent System) ****

- 1- We will prep the exterior walls of the home with plywood and safety nets to protect siding and landscaping valuables.
- 2- We will remove ONE layer of all existing shingles and underlayment down to roof sheathing.
- 3 - inspect the roof Substrate for damage and rot. If any, replace as necessary, including four 4'x8' sheets of 7/16" OSB. Any additional over four sheathing will be an additional charge of \$65 each. All new sheathing will be OSB Unless requested by the customer for CDX plywood.
- 4- Install ice and water shields to protect critical areas such as valleys, chimneys, skylights, sidewalls, headwalls, and low-slope roof areas.
- 5-Install waterproof synthetic underlayment on the entire roof sheathing.
- 6- Install black aluminum drip edge on the entire roof perimeter.
- 7- Install starter shingles on the entire roof perimeter for the best wind rating.
- 8 - Install CertainTeed Landmark Architectural shingles using 1 1/4 inch roofing nails with six nails per shingle.
- 9- We will replace all plumbing pipe flashings with our standard 3/1 plastic flashing.
- 10- Cut out ridge opening and install shingle over style ridge vents on all applicable exhaust ridge runs.
- 11-Install hip and ridge shingle caps to finish the hips and ridges of the roof these are designed to complement the appearance of the shingles.
- 12- As the project progresses, installers will continuously remove debris and run a magnet over the yard. All trash and debris will be placed into our mobile dumpster and hauled away upon completion.
- 13- Upon Completion of the project, Our installers will clean out all gutters and downspouts if applicable.
- 14- Our estimate is well detailed to the scope of work proposed. The following items are not included for standard installation unless stated above Any repairs to pre-existing structural issues or settling to the roof decking. Any rotted Fascia, Soffit, Siding, trim, and termite damage. Any masonry work to stucco and brick walls. Any faults to the chimney chase cover. Any Re-flashing needed on headwall and sidewalls. Any interior repair to insulation and drywall due to water damage.

EX-C

\$10,548.00

TOTAL

\$10,548.00

Please note the following information and understand it in its entirety before signing:

DISCLAIMER: Homeowners accept all responsibility for any color selection made by them including shingles, drip edge, siding, or other. Homeowners acknowledge that any structural imperfections or settling to the roof will become more noticeable with the installation of higher grade shingles. Homeowners are also to agree on the terms of this estimate including all possibilities for change orders upon inspection of roof substrate after tear-off (Southline Roofing & Exteriors will not perform any change order work until the homeowner has been made aware, separate from the OSB as stated on the estimate, and the homeowner has approved said change orders) and authorize Southline Roofing & Exteriors LLC to begin work, weather and schedule permitting. The contractor will furnish all labor for the project and assure all work to be done by reputable and knowledgeable workmen, materials and any or all machinery necessary, transportation and services necessary for the proper installation and completion of the project named above. Homeowner authorizes Southline Roofing & Exteriors LLC to use the driveway for shingle and material delivery, delivery of dumpsters for debris, and acknowledges that Southline Roofing & Exteriors shall not be held responsible for any damage to poorly-supported, cracked or old and decaying concrete. Homeowner agrees to have said driveway clear for the duration of the above mentioned project.

AGREEMENT:

(1) The owner shall be responsible to have shingle specs and colors approved by any applicable HOA/ARB. All other permits including city, state and county will be obtained courtesy of Southline Roofing & Exteriors at no expense to the homeowner (2) All rain diverters will be removed and will not be re-installed unless requested by the customer or unless stated otherwise. Rain diverters are not recommended and may void your warranty in that particular section. (3) Any satellites on the roof deck will be removed, and it will be the responsibility of the homeowner to have it reset by the provider. Each individual provider may need to use special tools to properly calibrate your satellite. Southline Roofing & Exteriors will not reinstall any satellites. Please notify us beforehand if you would like the satellite to be saved for resetting. (4) If for any reason the home is not up to code, we will not be held responsible for any electrical, HVAC, plumbing, or duct lines that run through the attic or are installed in close proximity to the roof decking. Code standards state HVAC lines and gas lines are required to be installed no more than a minimum of 2" below roof sheathing to prevent any nail hazards or punctures to any lines. (5) During installation, sawdust or other small debris may fall into the attic space that we will not be responsible for. Please make sure to cover or remove any valuables or stored items in the attic space before your project begins. (6) It will be the responsibility of the homeowner to remove any solar landscaping lights or to take precautionary measures for any wired landscaping lights, any potted plants, or anything movable before work starts. Southline Roofing will protect anything not movable to the best of their ability, with the exception of pools, jacuzzis, hot tubs, fountains, etc. We will ensure we protect the above mentioned items to the best of our ability; however it is inevitable that roofing debris may land in said items. (7) Vibrations from the work can cause pictures, mirrors, or other valuable items to fall if not firmly secured to walls or shelving. We can not be held responsible for said valuables. Vibrations may also cause plaster or drywall blemishes on rare occasions to pre-existing damage. (8) The customer grants the company the right to use photographs, videos, or images of customers' homes for marketing purposes as well as documentation of work performed.

CLAIMS: Upon the approval of the claim and start of the project, if there is to be a situation where supplements for additional work are necessary to properly complete the project, outside of the original scope of work (i.e. mismeasurements, damaged flashing, code items etc), Southline Roofing & Exteriors LLC will seek approval from the insurance company. All supplements will be given to Southline Roofing & Exteriors LLC for the scope of the work completed. In the event we find additional damage outside the scope of loss such as chimney rebuilds, window replacements, siding replacement etc. the homeowner agrees to pay the difference unless they reject the additional work needed.

PAYMENTS: A 30% Deposit along with a signed contract is required before the progression of any project for material allocation and to guarantee work to be performed. Remaining balances are due immediately upon completion and satisfaction of the job. For insurance claims, deductible is required as deposit and ACV Check upon completion of the job. Recoverable depreciation check is due upon insurance approval/no more than 45 days upon completion. All payments made by credit card will be subject to a 3.5% convenience fee. All payments can be made via ACH payment (Virtual check) or by written check made payable to Southline Roofing & Exteriors. If payment is not made 15 days after completion the customer agrees to pay all fees associated with collections, liens or including but not limited to \$100.00 admin fee for all financing. 1.5% per month / 18% annually, collection fees, court cost, and attorney fees.

WARRANTY: Southline Roofing & Exteriors hereby warrants that all labor and materials furnished and work performed in conjunction with the above referenced project are in accordance with the contract documents and will be free from defects due to defective materials or workmanship for a period of 10 years from the date of completion. Should any defect develop during the warranty period due to improper workmanship, the defect shall be repaired or replaced by Southline Roofing & Exteriors at no expense to the homeowner. This warranty does not cover damages caused by impact such as third parties, damages caused by mother nature such as tornadoes or hurricanes, failure of original builders products such as any type of flashings, rotted siding, nor failure to maintain general maintenance of the roof. Complete coverages are detailed on the 10 year workmanship warranty which can be provided upon request.

Message Report

➤ OurFamilyWizard

Generated: 06/25/2024 at 11:49 AM by Lindsay McGee
Number of messages: 1
Timezone: America/New_York
Parents: Lindsay McGee, Justin McGee
Child(ren): Amelia McGee, Charlie McGee, Hudson McGee
Third Party: Liz Stringer

OurFamilyWizard
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 06/24/2024 at 05:48 AM
From: Justin McGee
To: Lindsay McGee (First Viewed: 06/24/2024 at 06:36 AM)
Subject: Re: Your kaleidoscope balance for 6/17

We did not have an agreement. I thought we did and booked a beach condo for three days in reliance upon that. Then you said we didn't have an agreement and I lost two non-refundable days at that condo with the kids (it's all in the messages below) when you reneged. That was unfortunate for the kids too. You don't get to have the benefit of that agreement now after you took the benefit away from me. That's not how agreements work.

On 06/23/2024 at 05:31 PM, Lindsay McGee wrote:

To: Justin McGee (First Viewed: 06/23/2024 at 05:41 PM)
Subject: Re: Your kaleidoscope balance for 6/17

I take this as a refusal to pay for your childcare during your parenting time as promised. We did have an agreement.

You signed CHM up for a camp during my parenting time and without any prior consultation. I immediately informed you I did not consent to that and wouldn't be paying.

If you're hurting for money I suggest not spending a week in London with your girlfriend. You could also agree to settle the excursion insurance claim that has been pending since 2022.

On 06/23/2024 at 05:24 PM, Justin McGee wrote:

To: Lindsay McGee (First Viewed: 06/23/2024 at 05:28 PM)
Subject: Re: Your kaleidoscope balance for 6/17

We didn't ever reach an agreement, remember? I tried and I offered that - you didn't accept. I paid for SAIL Camp for both weeks and you haven't reimbursed. I also have to save money to pay legal costs.

On 06/23/2024 at 04:26 PM, Lindsay McGee wrote:

To: Justin McGee (First Viewed: 06/23/2024 at 04:32 PM)
Subject: Your kaleidoscope balance for 6/17

You have not paid the Kaleidoscope fee for Hudson to attend last week (17-21) during your normal parenting time.

If you will recall, I said I could watch all 3 kids so you could go to London with your girlfriend (Maria Averill) on the condition that you would pay for HMM's kaleidoscope for the week (your normal parenting time). You assured me that you had already taken care of this expense.

EX-D

Please make this payment as soon as possible. Your nonpayment will affect their ability to go to Kaleidoscope during my parenting time this week.

Please let me know if you do not intend on making this payment.

ⓧ Fwd: Reservation Confirmation - Lindsey McGee - Outlook - Work - Microsoft Edge
ⓧ about:blank
ⓧ Delete ⓧ Report ⓧ Reply ⓧ Reply all ⓧ Forward ⓧ Zoom ⓧ Read / Unread ⓧ Categorize ⓧ Flag / Unflag ⓧ Print

Fwd: Reservation Confirmation

Carroll Realty, Inc.
 103 Palm Blvd., Isle Of Palms, South Carolina US 29451
 Phone: 1.800.845.7718 (nationwide) 843.886.9600 (local) Fax:
 Website: <http://carrollrealtyinc.com/> Email: frontdesk@carrollrealtyinc.com

Guest Details	Stay Information	Room Information
Justin McGee	Reservation #: 92740	Reservation Rooms: 1 bedroom Sea Cabin 145 C
7312 Eddy Farm Rd	Check-In: 06/10/2024	Property Address: 1300 Ocean Blvd
Hollywood, SC, 29449	Check-Out: 06/13/2024	Total Rent: \$568.00
Phone: (843) 847-1502	Length of stay: 3 nights	Total Cost: \$858.00
E-mail: justin@mcgee-lawfirm.com	Guests: 1 3	Total Paid: \$0.00
		Scheduled payments: \$0.00
		Balance: \$858.00

Total Rent:		\$568.00
Total:		\$568.00
Tax:	22%	\$124.96
Cleaning/Linen Fee:		\$100.00
Damage Ins.:		\$65.00
StreamlineConnect Rounding Adjustment:		\$0.01
Total (includes all taxes & applicable fees):		\$858.00
Grand Total (includes all taxes, applicable fees, deposits and processing fee):		\$858.00
* - taxable fee		

Payments/Folio History	Date	Type	Description	Amount
Total (includes all folio items):				\$858.00
Balance:				\$858.00
Balance After Processing Scheduled Payments:				\$858.00
Grand Balance (with deposits):				\$858.00

EX - E

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

APPEAL FROM CHARLESTON
COUNTY
FAMILY COURT

RECEIVED

Jun 25 2024

SC Court of Appeals

Justin McGee,)
)
Plaintiff,)

CERTIFICATE OF SERVICE

versus)

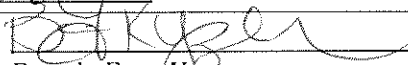
Lindsay F. McGee)

Family Court Case No. 2022-DR-10-3072
Appellate Case No. 2023-001376

Defendant.)
)
)

I, Bonnie Faye Kyzer, paralegal for Richard G. Whiting, attorney for Defendant, do hereby certify that I have this 25th day of June 2024, served Notice of Motion and Motion For Expedited Hearing To Clarify This Courts Prior Order with Exhibits and Affidavit of Lindsay McGee with Exhibits via Email Only to the following email addresses:

Honorable Judge Spiros Ferderigos sferderigosj@sccourts.org	Matthew Abee, Esquire matt.abee@nelsonmullins.com
Pete Currence, Esquire pete@mscmlaw.com	Brittany Point, Esquire brittany@theoslaw.com
Jerry Theos, Esquire jerry@theoslaw.com	Elizabeth Stringer, Esquire liz@stringerlaw.us


Bonnie Faye Kyzer
Paralegal for Richard G. Whiting
1515 Lady Street
Post Office Box 7877
Columbia, SC 29202

June 25, 2024