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Jul 25 2025

SC Court of Appeals

**STATE OF SOUTH CAROLINA
IN THE SUPREME COURT**

Appellate Case No.

Lower Court Case No. 2024-CP-46-3010

Court of Appeals Case No. 2025-001089

Ricky Gerald Masters II and Angela Denise Masters, aka Angela D. Elliott,
Petitioners-Appellants,

v.

Guardian Fidelity Mortgage, Inc.,
Respondent.

APPENDIX TO PETITION FOR A WRIT OF CERTIORARI

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APPENDIX

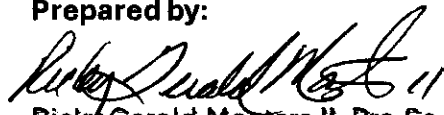
Ricky Gerald Masters II and Angela Denise Masters, aka Angela D. Elliott
Petitioners-Appellants,

v.

Guardian Fidelity Mortgage, Inc.,
Respondent.

Date: July 25, 2025

Prepared by:


Ricky Gerald Masters II, Pro Se

Angela Denise Masters, Pro Se
460 Howell Road
York, SC 29745
(803) 203-1504
TheSchoolofGrok@gmail.com
Farley1115a@gmail.com

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The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11829
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

June 27, 2025

The Honorable Angie Bryant
PO Box 649
York SC 29745-0649

REMITTITUR

Re: Guardian Fidelity Mortgage, Inc. v. Angela Elliott Masters
Lower Court Case No. 2024CP4603010
Appellate Case No. 2025-001089

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

A handwritten signature in cursive script that reads "Catherine Harrison, Deputy".

CLERK

Enclosure

cc: Angela Elliott Masters
Ricky G. Masters
Brian Scott McCoy, Esquire

The South Carolina Court of Appeals

Guardian Fidelity Mortgage, Inc., Respondent,

v.

Angela Elliott Masters aka Angela D. Elliott and Ricky G. Masters, II aka Ricky Gerald Masters, II, and Santander Consumer USA Inc., Defendants,

of which Angela Elliot Masters aka Angela D. Elliott and Ricky G. Masters, II aka Ricky Gerald Masters, II are the Appellants.

Appellate Case No. 2025-001089

ORDER

On June 3, 2025, Appellants filed a notice of appeal from a June 2, 2025 order issued by the master-in-equity denying their motion to stay a foreclosure sale. According to the order on appeal, the foreclosure sale was scheduled to occur on June 2, 2025. Also, on June 3, 2025, Appellants moved this court to stay the order on appeal. On June 6, 2025, Appellants filed an "emergency motion for stay pending appeal," in which Appellants stated the property was sold on June 2, 2025, at a foreclosure sale. After careful consideration, we dismiss this appeal as moot because the property was sold on June 2, 2025, and any judgment of this court passing on the master's order would have no effect. *See S.C. Ret. Syst. Inv. Comm'n v. Loftis*, 402 S.C. 382, 384, 741 S.E.2d 757, 758 (2013) ("A case is moot where a judgment rendered by the [c]ourt will have no practical legal effect upon an existing controversy because an intervening event renders any grant of effectual relief impossible for the [c]ourt."); *Sloan v. Dep't of Transp.*, 379 S.C. 160, 167, 666 S.E.2d 236, 240 (2008) (holding that generally, this court "will not pass on moot and academic questions or make an adjudication where there remains no actual controversy").

In light of our disposition of this appeal, we take no action on Appellants' motion to stay filed on June 3, 2025, motion to proceed *in forma pauperis* filed on June 3, 2025, motion to set aside foreclosure sale filed on June 3, 2025, emergency motion for stay filed on June 6, 2025, and second motion to proceed *in forma pauperis* filed on June 6, 2025.



FOR THE COURT

Columbia, South Carolina

cc:

Angela Elliott Masters

Ricky G. Masters

Brian Scott McCoy, Esquire

FILED
Jun 11 2025

A4

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF York
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP4603010

Guardian Fidelity Mortgage Inc
PLAINTIFF(S)

Angela Elliott Masters et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCP; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

This matter comes before me upon motion filed by Ricky G. Masters, II and Angela Masters requesting a stay of the 6/2/2025 sale of the subject property and a status conference. The Defendants filed the motion on 5/30/2025, and served Plaintiff's counsel by email on Saturday, 5/31/2025. After consideration of the matters raised in the motion, IT IS ORDERED that the motion is DENIED. The sale shall proceed as scheduled unless Plaintiff consents to a stay.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/02/2025 .

Angela D Elliot
Ricky G Masters, II
Santander Consumer Usa Inc
Angela Elliott Masters

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2025 Jun 02 8:44 AM - YORK - COMMON PLEAS - CASE#2024CP4603010

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
Case No. 2024-CP-46-3010

Ricky Gerald Masters II and Angela Denise Masters, aka Angela D. Elliott, Defendants -
Appellants,
v.
Guardian Fidelity Mortgage, Inc., Plaintiff-Respondent.

NOTICE OF APPEAL

TO: The Clerk of Court, York County, and the South Carolina Court of Appeals

Defendants-Appellants, appearing pro se, appeal the June 2, 2025, order denying their Motion for Stay and Conference in Case No. 2024-CP-46-3010. Grounds include:


1. The denial, without reasons, failed to consider Plaintiff's failure to provide foreclosure intervention notice, despite Defendants' efforts since September 2023 (Exhibit D: Howard Wright Texts; Administrative Order 2011-05-02-01).
2. The Court overlooked Defendants' disability-related hardship, \$58,000 equity, the 2.04 acres gifted to Angela Denise Masters, the 15-foot right of way, and evidence of Hurricane Helene's damage, Defendants' Social Security disability appeal with Senator Graham's office authorized to speak on their behalf (Exhibits I, J), the South Carolina Department of Resiliency application (May 30, 2025), Foremost's contradictory claim handling (Exhibits A, H), and FEMA delays (Exhibit B).
3. Plaintiff's refusal to stay, per email on June 2, 2025, ignored Defendants' rights and federal relief precedents (Exhibit G; FEMA Declaration).

Defendants request:

- A. Reversal and remand for a stay and conference.
- B. A temporary stay pending appeal, per SCACR Rule 241(c), with waiver of any supersedeas bond.

Attached: Hardship Letter; Exhibits A-J; Motion to Proceed In Forma Pauperis.

Dated: June 3, 2025


Ricky Gerald Masters II

Al

Angela Denise Masters

Angela Denise Masters

460 Howell Road, York, SC 29745

(803) 203-1504

TheSchoolofGrok@gmail.com

A7

Foremost Insurance
Your claim payment #1640640887 is complete
Oct 5, 2024 at 9:30:11PM
admasters115@gmail.com

Your claim payment # 1640640887 is complete



Hi ANGELA,

Your claim payment has processed and payment details are listed below. You can view, save, or print your payment details affiliated with your payment.

Claim number	7008177982-1
Coverage	Dwelling, Other Structures, Personal Property, Dwelling
Payment amount	\$2931.78
Payment submission date	10/06/2024
Payment method	VISA ***9930
Payment reference number	

Your payment is expected to be on your debit card within 30 minutes. If you have any questions, please contact your claims adjuster.

Sincerely,
**FOREMOST INSURANCE COMPANY GRAND RAPIDS,
MICHIGAN**

This email address cannot accept replies. Please view your Claims Adjuster. You may also contact us directly at [redacted] or contact [redacted]

A8

From: **Foremost Insurance** noreply@foremost.com
Subject: **Your claim payment #1642675234 is processing**
Date: **May 28, 2025 at 11:25:58 AM**
To: **admasters115@gmail.com**

Your claim payment #1642675234 is processing



Hi ANGELA,

Your claim payment is now processing and payment details are listed below. You can view, save, or print your claims documents affiliated with your payment.

Claim number	7008177982-1
Coverage	Dwelling
Payment amount	\$479.00
Payment submission date	05/28/2025
Payment method	VISA ***9930
Payment reference number	<u>1642675234</u>

Your payment is expected to be on your debit card within 30 minutes. You'll receive another email notification when processing has completed. If you have any questions, please contact your claims adjuster.

Sincerely,
**FOREMOST INSURANCE COMPANY GRAND RAPIDS,
MICHIGAN**

This email address cannot accept replies. Please view [Frequently Asked Questions](#) or contact your Claims Adjuster. You may also contact us directly at [1-800-527-3907](tel:1-800-527-3907) or myclaim@foremost.com.

© Foremost® 2025. All rights reserved. Privacy is important to us. [Learn more about our privacy policies.](#)

A9

Property EZ Field Central Atlantic

Check Number:

1642852055

Date:

06/17/2025

PAY NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE
NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE

\$1,889.82****

To the order of Angela Masters And***
Guardian Fidelity Mortgage
460 HOWELL RD
YORK, SC, 29745-9744

Claimant/Patient: Angela Masters
Insured: Angela Masters
Date of Loss: 09/27/2024
Claim Number: 7008177982-1-1
Check Number: 1642852055
Payment Under Insured's: Dwelling
Correspondence Reference: B5BKBT1D3
Print Date: 06/17/2025 08:52 AM
Requested By: Joshua Drury

01 01 00650: B5BKBT1D3: 090617P2 1411010757

PLEASE FOLD AND DETACH CHECK ON LINE BELOW

Form #730282 Revision 08/23

THIS DOCUMENT CONTAINS VOID TEXT THAT WILL APPEAR WHEN PHOTOCOPIED



62-20/311

FOREMOST INSURANCE COMPANY GRAND RAPIDS, MICHIGAN
CLAIMS SERVICE CENTER
NATIONAL DOCUMENT CENTER PO BOX 268994
OKLAHOMA CITY OK 73126

Claim Number
7008177982-1

Check No. 1642852055

Date: 06/17/2025

PAY One Thousand Eight Hundred Eighty Nine Dollars And Eighty Two Cents \$1,889.82****

To the order of Angela Masters And***
Guardian Fidelity Mortgage
460 HOWELL RD
YORK, SC, 29745-9744

Citibank N.A. - One Penns Way - New Castle, DE 19720

THIS DOCUMENT CONTAINS MULTIPLE SECURITY FEATURES. PLEASE SEE REVERSE SIDE FOR MORE DETAILS.

⑈ 164 285 2055 ⑈ ⑆03 1 100 209⑆

38800636⑈

A10



Ricky Masters II <farley1115a@gmail.com>

Re: Claim # 7008177982-1 Joshua Drury 17 JUN 2025

3 messages

Ricky Masters II <farley1115a@gmail.com>

Sat, Jun 28, 2025 at 12:25 PM

To: Joshua Drury <joshua.drury@farmersinsurance.com>, ClaimsDocuments3 <ClaimsDocuments3@farmersinsurance.com>, Miranda Tubbs <miranda.tubbs@farmersinsurance.com>, Wendy Cox <wcox@doi.sc.gov>, "sfanning@kassellaw.com" <sfanning@kassellaw.com>

Foremost Insurance Co.:

I am responding to the letter dated June 17, 2025. I am taking legal advice to move forward with the Bad Faith, Negligence and Breach of Contract claims as you now have proven for the third time in your responses.

As follows:

1. BAD FAITH - CHECK ATTACHED IN LETTER DATED JUNE 17, 2025 ADDRESSED TO ANGELA MASTERS *AND* LIEN HOLDER (NOT CONSISTENT WITH PRIOR TWO PAYMENTS THAT WERE ELECTRONIC AND WITHOUT **LIENHOLDER**.
2. NEGLIGENCE - CLAIM FILED SEP 2024- ADJUSTER FIRST CONTACT = MAY 2025 (8 MONTHS) PROVIDING PICTURES DATED 2022 WHEN HURRICANE HELENE'S FACTUAL DATE OF YORK, SC SEPTEMBER 2024.
3. BREACH OF CONTRACT - FIRST PAYMENT = OCT 2024 \$2931.78 SECOND PAYMENT = MAY 2025 \$479 THIRD PAYMENT = JUN 2025 \$1889.82 TOTAL = \$5300.60. REPAIRS NEEDED FOR ESTIMATE \$6479.00

Contractor (Rise Electric) estimate to define the cost for repairs was given to Foremost and was a cost of \$6479 that would enable the estimate for repairs to be known. This however fell short with the \$5300.60 provided by Foremost as THIRD PAYMENT by <\$1,178.40> to even know what the repairs were to be and since the home foreclosed and sold on June 2, 2025 due to BAD FAITH, NEGLIGENCE AND BREACH OF CONTRACT the payment fails to include equity loss, relocation costs, and emotional stress due to the irreparable harm already placed upon me and my family (foreclosure sell of property, loss of gifted land from Angela's father) through your (Foremost) actions. I would also note that the eviction date of July 4, 2025 is a mere week away and Foremost has done nothing in the IMMINENT DIRE EMERGENCY of a VETERAN AND HIS FAMILY from being HOMELESS DUE TO THEIR BAD FAITH, NEGLIGENCE, BREACH OF CONTRACT!!!

—
Respectfully,

Ricky Masters II
Have a nice day!

Foremost Communication 6-17-2025.pdf
1173K

Joshua Drury <joshua.drury@farmersinsurance.com>

Tue, Jul 1, 2025 at 2:52 PM

To: Ricky Masters II <farley1115a@gmail.com>

Cc: ClaimsDocuments3 <ClaimsDocuments3@farmersinsurance.com>

Hello Mr. Masters,

We have received your email and understand and apologize for your frustration during this difficult time.

Unfortunately our position remains unchanged at this time and the outcome of your claim remains the same at this time.

A 11

Additionally please note that today is my last day with Farmers Insurance Group as I have decided to pursue another opportunity. Please do not include me on any future emails or communications with Farmers Insurance Group.

Thank you.

Joshua Drury

Special Property Field Claims Representative

704-960-5067

Foremost Insurance Company Grand Rapids, Michigan

Please visit Foremost Claim Portal to view the status and manage your claim online.

Email communications are preferred and should be sent my.claim@foremost.com. If hard copies of communications are required, they should be sent to our National Document Center at PO Box 268994 Oklahoma City, OK 73126-8994

[Quoted text hidden]

***** PLEASE NOTE ***** This E-Mail/telefax message and any documents accompanying this transmission may contain privileged and/or confidential information and is intended solely for the addressee(s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance on the contents of this E-Mail/telefax information is strictly prohibited and may result in legal action against you. Please reply to the sender advising of the error in transmission and immediately delete/destroy the message and any accompanying documents. Thank you.*****


Ricky Masters II <farley1115a@gmail.com>
To: "sfanning@kassellaw.com" <sfanning@kassellaw.com>

Wed, Jul 2, 2025 at 1:26 AM

Stephanie

I am forwarding the email from Joshua Drury for my documentation. Thanks.

[Quoted text hidden]



**South Carolina Department of Insurance
Office of Consumer Services**
 Street Address: 1201 Main Street, Suite 1000, Columbia, SC 29201
 Mailing Address: P.O. Box 100105, Columbia, SC 29202-3105
 Telephone: (803) 737-6180 or 1 (800) 768-3467
 Fax: (803) 737-6231 Email: consumers@doi.sc.gov

Consumer Complaint for Case 255828

Submitted on 05/17/2025

Complainant's Information

Are you currently represented by an attorney for this matter?: No
 Are you the insured?: Yes
 What is your relationship to the insured?: Claimant (other party's insurer)
 First Name: Ricky Middle Name: Gerald Last Name: Masters
 Address Line 1: 460 Howell Rd
 Address Line 2: 460 Howell Rd
 Address Line 3:
 Address Line 4:
 Address Line 5:
 Address Line 6:
 City: York State: South Carolina County: York ZIP: 29745

Email Address: farley1115a@gmail.com
 Do you wish to receive email confirmation?: Yes
 Phone Number: 8032031504 EXT:
 Alternate Phone Number: 8039926703 EXT:

How do you prefer to be contacted? : Phone number with message being left

Insured's Information (If different than above)

First Name: Angela Middle Name: Denise Last Name: Masters

Interested Party Information

First Name: Last Name: Description:
 First Name: Last Name: Description:
 First Name: Last Name: Description:
 First Name: Last Name: Description:

Insurance Information

Who is the complaint against? Provide the name of one or more of the parties you are complaining against.

- a. Name of Insurance Company: Farmers
- b. Name of Insurance Agency: Foremost Insurance
- c. Name of Agent, Adjuster, Appraiser:

First Name: Tierra Last Name: Calderon

Have you litigated your claim?: No
 If you answered "Yes" what was the court's decision?:

Policy Number: 103-0683681014-16 Certificate Number: Claim Number: 7008177982-1
 Date of Loss/Service: 09/27/2024 Date of Purchase: 08/12/2025 Date Of Cancellation:
 08/12/2026

Insured Age Group: Amount in Dispute:

Type of Insurance: Home

Reason For Complaint: Claim Delay

Details Of Complaint: On or around September of 2024 we were hit with hurricane Helene. We made a

claim with Foremost Insurance company that covered our home. Tirra Calderon a representative of Foremost Insurance called and got the details of the claim as well as some pictures of the current damages. She said the claim would be handled in two parts. Part 1- Deposit \$2931.78 to cover: ripped down power pole, circuit box, meter box and wiring from pole to house, rent a generator to keep the food that had to be replaced because of time the power was out until we got a generator. Part 2- Send adjuster out to inspect total damages from hurricane Helene and settle claim. No other communication from Foremost other than it could take up to 6 months to get an adjuster out. The adjuster showed up 05-02-2025 after several follow-up emails requesting competing the claim. Our home is in foreclosure and the damage done from hurricane Helene has left damage that will not let our home pass an appraiser's inspections from Founders Federal Credit Union so that our son can purchase the property and it is not sold. I am a veteran of the United States Army and the United States Navy and am working with the veterans administration through Senator Grahams office in Rock Hill, SC.

What do you consider to be a fair resolution?: Our foreclosure date has been set for June 02, 2025 and FEMA cannot finish their involvement until Foremost has settled with theirs. We have been desperately working since January 2023 with Senator Grahams office on several issues to include SSSA and FEMA. We (my wife and I) would like for everyone involved to at MINIMUM the SOP required by law to satisfy the all the issues at hand by the perspective parties. I would like to impose the MAXIMUM but will take fair and justice! I need the foreclosure sell of our property delayed until we can atleast resolve the legal issues that are preventing my resolution of the problem. My son is prequalified to purchase the property out of foreclosure and the only thing standing in our way of accomplishing this goal is the companies that refuse to do their diligence in a timely manner that would have prevented any of this communication and time wasting!

Authorization Accepted: Yes

Mailing additional supporting information: Yes

A14



Ricky Masters II <farley1115a@gmail.com>

SCDOI Consumer Complaint #255828

3 messages

Wendy Cox <wcox@doi.sc.gov>
To: "farley1115a@gmail.com" <farley1115a@gmail.com>

Wed, May 28, 2025 at 8:44 AM

Good morning Mr. Masters,

The South Carolina Department of Insurance, Office of Consumer Services, is in receipt of your complaint filed May 17, 2025, against Foremost Insurance Company, Grand Rapids, Michigan ("Foremost"), regarding the handling of your homeowner insurance claim. We forwarded your complaint to Foremost and asked them to respond. We have also registered your complaint in our State Based System, which allows us the opportunity to monitor insurance activities and policy practices throughout our state. Thank you for bringing this matter to our attention.

COMPANY POSITION:

Attached is a copy of Foremost's response letter. Supporting documents, less those reserved for regulatory use only pursuant to §38-13-160, will be sent to you under separate encrypted cover to protect your privacy. If you have difficulty opening the encrypted file we will mail the documents to you. In summary, Foremost maintains that your claim has been paid appropriately. While their inspections of your property found covered damage, they also found evidence of long-term wear/tear and water damage that is not covered under your policy. Additionally, the camper that was damaged by a fallen tree is not covered under the policy. The company is currently reviewing the electrical estimates that you submitted and will contact you upon completion of that review. Foremost writes in relevant part, "...Mr. Drury completed a direct inspection of the property on May 2, 2025, with Claims Supervisor Blake Startup present. The results of the inspection did not observe any additional covered damage to the property from this loss. The additional damage claimed was the result of wear and tear, and long-term water damage as supported by the water stains, rot, and decay observed."

OUR REGULATORY AUTHORITY:

Please note that as a regulatory agency, Department of Insurance authority is limited to Title 38 of the South Carolina Code of Law. The following link will take you to the code chapter for review: <http://www.scstatehouse.gov/code/title38.php>. We look at policy language and the law to ensure that insurance companies are fulfilling their obligations to policyholders and claimants. We do not regulate customer service issues. Additionally, we have no authority to resolve civil, factual, or contractual (policy) disputes; nor do we have authority to determine property values, negotiate claim settlements, or compel insurance companies to pay claims. Our review of the information presented has found no violation of any statute for which we have regulatory authority. Your complaint involves a contractual dispute over causation and scope of damage for which we have no authority to intervene. There is no statutory timeframe by which unperfected homeowner insurance claims must be resolved.

We would point out that an insurance company will write an initial estimate based on visible damage and will expect that additional work will be needed once tear-down begins and repairs are underway. They expect that insured will provide their estimate to a contractor to work from. The contractor should then submit supplemental estimates for review and consideration of additional payment. Failure to follow this supplement process may result in out-of-pocket expenses. Alternatively, a contractor can submit his/her own estimate, but it must be sufficiently detailed, including measurements and quantities, so that the insurance company can confirm that the labor and materials are needed and directly associated with the loss. An insurance policy will not pay for any betterments or upgrades; it will only pay for that portion of the property that was damaged by a covered peril, using materials of like kind and quality. Homeowner insurance policies do not cover damage that results from wear, tear, deterioration, improper installation/construction, material or latent defects, or things of that nature. They also do not cover earth movement (landslides or earthquakes)

A15



Ricky Masters II <farley1115a@gmail.com>

Claim Update

1 message

Joshua Drury <joshua.drury@farmersinsurance.com>

Wed, May 28, 2025 at 9:03 AM

To: Ricky Masters II <farley1115a@gmail.com>

Cc: ClaimsDocuments3 <ClaimsDocuments3@farmersinsurance.com>

Hello,

This is to advise you that I have gone ahead and issued \$478.00 for payment for the electrical diagnostic on the home. I am just waiting on a call back from the tech to go over their full estimate and what needs to be done at the home for electrical repairs. They said they should call back today with this information.

Thank you.

Joshua Drury

Special Property Field Claims Representative

704-980-6067

Foremost Insurance Company Grand Rapids, Michigan

Please visit Foremost Claim Portal to view the status and manage your claim online.

Email communications are preferred and should be sent my.claim@foremost.com. If hard copies of communications are required, they should be sent to our National Document Center at PO Box 268994 Oklahoma City, OK 73126-8994

***** PLEASE NOTE ***** This E-Mail/telex message and any documents accompanying this transmission may contain privileged and/or confidential information and is intended solely for the addressee(s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance on the contents of this E-Mail/telex information is strictly prohibited and may result in legal action against you. Please reply to the sender advising of the error in transmission and immediately delete/destroy the message and any accompanying documents. Thank you.*****

A 16



1880 Adkins Way
Kansas City, KS 66111
Bus (888) 867-6882

May 27, 2025

Wendy Cox
South Carolina Department of Insurance
1201 Main Street, Suite 1000
Columbia, SC 29201
Sent via email: wcox@doi.sc.gov

RE: SCDOI Complaint File #: 255828
Complainant: Angela Denise Masters / Ricky Masters
Policy Number: 0683881014
Policyholder: Angela Masters
Claim Number: 7008177982-1
Date of Loss: September 27, 2024
Type of Contract: Manufactured Home
NAIC Code: 11185

Dear Wendy Cox:

We are in receipt of your letter dated May 19, 2025, regarding the inquiry received from our policyholders Angela Masters and Ricky Masters. Within the inquiry, the Masters expressed concern with the handling and outcome of the claim. We appreciate the opportunity to review the matter and respond.

It is our position that that claim was paid appropriately. The claim was filed on September 30, 2024, due to hurricane damage. Claims Representative Tiarna Calderon spoke with Ms. Masters on October 3, 2024, to discuss the loss and requested photos of the damage. Ms. Calderon reviewed the submitted photos and information provided by the Masters. The results of the investigation observed covered damage to the dwelling, separate structure, spoiled food, and tree removal. There was also evidence of wear and tear, long-term water damage to the interior of the home as supported by the water stains, and a tree had fallen and damaged a camper. As the interior water damage was not the result of this loss and the policy excludes losses caused by wear and tear, the leakage from rain, and camper bodies, camper trailers or travel trailers, we were unable to extend coverage for the interior water and the camper.

An estimate was created for the known damage and an actual cash value payment of \$2,831.78 was issued to Ms. Masters on October 5, 2024. On that day, Ms. Calderon explained the findings and payment being issued to the Masters, and went over the supplemental process if needed. This payment was for the actual cash value of the total observed damage. While our records do not reflect that Ms. Calderon explained there was a second part which involved an adjuster coming to inspect the total damages from Hurricane Helene, we regret any miscommunication that occurred.

On April 28, 2025, an email was received from the Masters, which indicated they have not heard from the agent to investigate the storms damage to the rest of the mobile. The claim was reopened and reassigned to Claims Representative Joshua Drury. Mr. Drury completed a direct inspection of the property on May 2, 2025, with Claims Supervisor Blake Startup present. The results of the inspection did not observe any additional covered damage to the property from this loss. The additional damage claimed was the result of wear and tear, and long-term water damage as supported by the water stains, rot, and decay observed. The Masters were informed of the outcome.

On May 21, 2025, and May 22, 2025, Mr. Masters sent in electrical estimates from Rise Electric Service LLC., and the documentation is currently being reviewed. Once the review is completed, Mr. Drury will go over the findings with Mr. Masters.

We value the Masters as customers and regret any frustration or delay they experienced during the claim handling as it is our goal to handle each claim promptly and professionally. Regrettably, there was a communication not responded to timely. These actions did not meet our expectations for a timely review and response to a customer inquiry. We have provided coaching to ensure improvement in handling and that expectations are being met.

Should the Masters have any additional questions or concerns regarding their claim, they may contact Claims Supervisor Blake Startup at (423) 290-3229 or Claims Manager Jennifer Suther at (913) 484-8089. Should you have any questions regarding this letter, you may contact me at (913) 227-2269 or by email at miranda.tubbs@farmersinsurance.com.

Sincerely,

Foremost Insurance Company Grand Rapids, Michigan

Miranda Tubbs

Miranda Tubbs
Customer Relations Consultant
Claims Customer Relations

Attachments: South Carolina license information, claim correspondence, photos, timeline, and policy documents

Information in this letter and the documents enclosed which may constitute confidential personally identifiable, financial or trade secret information is exempt from disclosure under applicable Public Records Acts or Open Records Laws. Non-public personal information, as defined in the Gramm-Leach-Bliley Act, cannot be distributed to third parties, other than the Department and the individual(s) to whom it pertains. Information marked "confidential" and/or "trade secret" is likewise exempt from disclosure under applicable Public Records Acts or Open Records Laws, and release of this information would cause us irreparable harm and would permit our competitors to obtain an unfair competitive advantage. Accordingly, we request that your agency promptly notify us about any Public Records or Open Records request that is made which would lead to the disclosure of our confidential information, as required by law.

South Carolina license information for handling adjusters:

- Claims Representative Tierra Calderon - License Number: 19832492 / NPN: 19832492
- Claims Representative Joshua Drury - License Number: 14691744 / NPN: 14691744

A18



PO Box 268994
Oklahoma City, OK 73126-8994
Toll Free Phone 1-800-527-3907
Toll Free Fax 1-877-217-1389
myclaim@foremost.com



5 5-WestImage.JPG

Taken By: EagleView

13 13 018757 B5BKBTID31 CB0617P2 14 [] 018757



A19



PO Box 268994
Oklahoma City, OK 73126-8994
Toll Free Phone 1-800-527-3907
Toll Free Fax 1-877-217-1389
myclaim@foremost.com



1 1-EastImage.JPG

Taken By: EagleView

13 11 018757 B5BKBT1D31 CB0617P2 14 [] 01/17/25

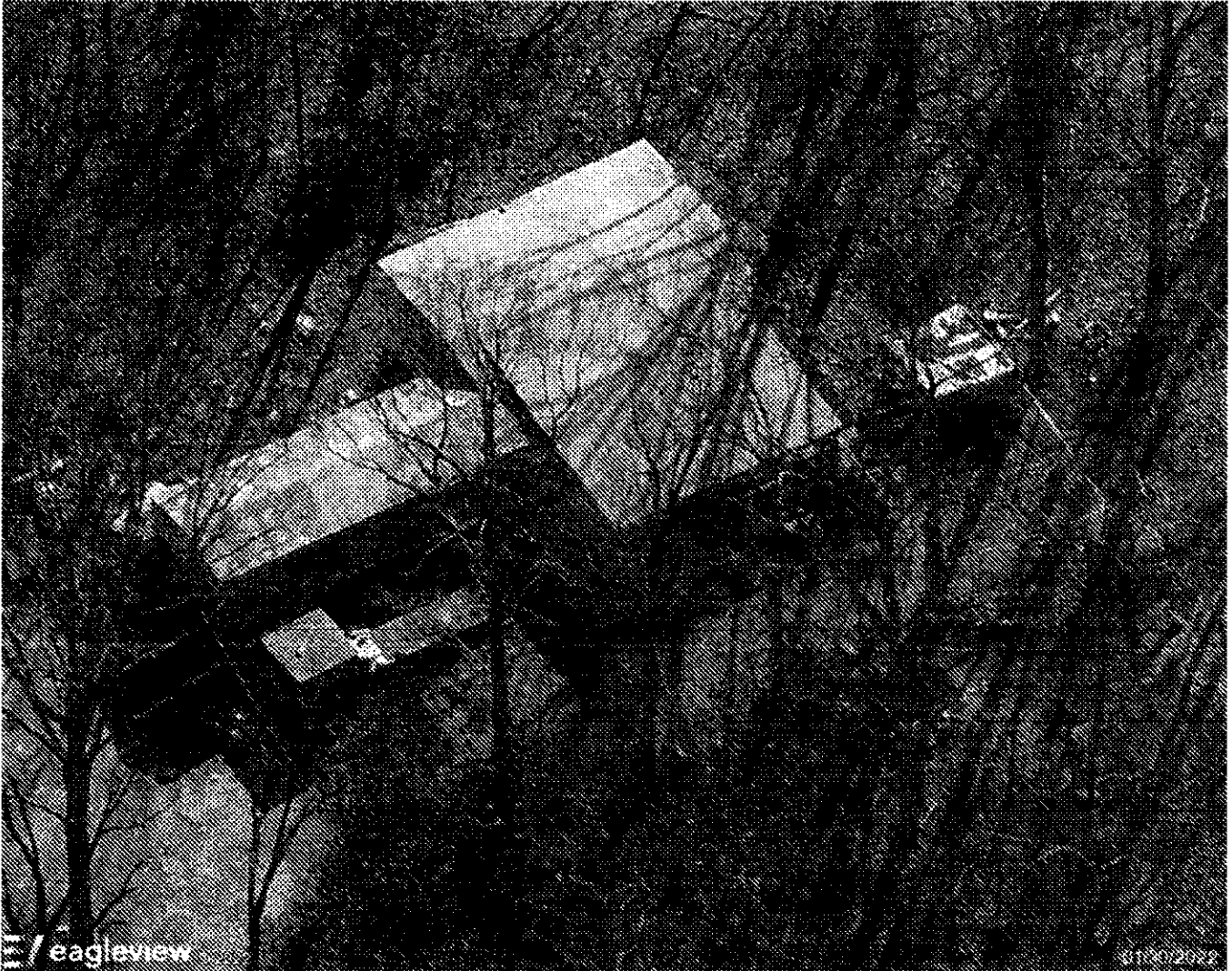


A20



Foremost Insurance Company Grand Rapids, Michigan

PO Box 268994
Oklahoma City, OK 73126-8994
Toll Free Phone 1-800-527-3907
Toll Free Fax 1-877-217-1389
myclaim@foremost.com



3 3-SouthImage.JPG

Taken By: EagleView

13 12 018757 BSBKBT1031 CB0617P2 14 [] 018757



Option #1

\$479.00 Total

Approve

← Estimate for Ricky Masters

Option #1

Estimate #1825-1

Prepared for:

Ricky Masters, 460 Howell Rd, York, SC 29745

Service date: Wed May 21, 2025

Technician: Chris Huntsinger


Service	Qty	Unit price	Amount
Full home diagnostic <small>with check of all electrical and plumbing for any signs of water damage or leaks</small>	1.00	\$479.00	\$479.00
Services subtotal			\$479.00
Subtotal			\$479.00
Total			\$479.00

Note

A22

Option #2

\$6,479.00 total

or payments as low as with  wisetack

\$208.76 /mo

See quality for details

Approve

← Estimate for Ricky Masters

Option #2

Estimate #1825-2

Prepared for:

Ricky Masters, 460 Howell Rd, York, SC 29745

Service date: Wed May 21, 2025

Technician: Chris Huntsinger

Service	Qty	Unit price	Amount
---------	-----	------------	--------

Electrical service upgrade	1.00	\$6,479.00	\$6,479.00
----------------------------	------	------------	------------

Electrical service upgrade. This includes all labor and materials for the upgrade. The upgrade will include the following items:

- 1. Upgrade of the main service panel to a 200 amp panel.
- 2. Upgrade of the main service conductors to 4/0 aluminum conductors.
- 3. Upgrade of the main service disconnect to a 200 amp disconnect.
- 4. Upgrade of the main service meter to a 200 amp meter.
- 5. Upgrade of the main service meter base to a 200 amp meter base.
- 6. Upgrade of the main service meter enclosure to a 200 amp meter enclosure.
- 7. Upgrade of the main service meter enclosure to a 200 amp meter enclosure.
- 8. Upgrade of the main service meter enclosure to a 200 amp meter enclosure.
- 9. Upgrade of the main service meter enclosure to a 200 amp meter enclosure.
- 10. Upgrade of the main service meter enclosure to a 200 amp meter enclosure.

The total cost of the upgrade is \$6,479.00. This estimate is valid for 30 days from the date of issue.

A24



Ricky Masters II <farley1115a@gmail.com>

Need Case Number for Case of ID: 63-6787949

2 messages

Ricky Masters II <farley1115a@gmail.com>
To: stopfemafrad@fema.dhs.gov

Tue, May 27, 2025 at 11:49 AM

I am looking for a status update to include a case number, case worker and date the investigation started. Thank you for your time and I look forward to hearing from you.

—
Respectfully,

Ricky Masters II
Have a nice day!

StopFEMAFraud <StopFEMAFraud@fema.dhs.gov>
To: Ricky Masters II <farley1115a@gmail.com>

Wed, May 28, 2025 at 8:38 AM

Thank you for the submission to the tipline, we have not updates and unable to give you status due to PII.

If further information is needed, an investigator will be in touch.

Respectfully,

Karen Fisher

Investigative Analyst | Fraud Investigations & Inspections Division| Office of the Chief Security Officer

FEMA-OCSO-Tipline@fema.dhs.gov

Federal Emergency Management Agency

fema.gov

If You Suspect Fraud Email: FEMA-OCSO-Tipline@fema.dhs.gov or StopFemaFraud@fema.dhs.gov

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO) and may contain PRIVACY SENSITIVE information. Any misuse or unauthorized access may result in both civil and criminal penalties. It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information. This information

CLAIM FOR DAMAGE, INJURY, OR DEATH		INSTRUCTIONS: Please read carefully the instructions on the reverse side and supply information requested on both sides of this form. Use additional sheet(s) if necessary. See reverse side for additional instructions.		FORM APPROVED OMB NO. 1105-0008	
1. Submit to Appropriate Federal Agency: FEMA DEPARTMENT OF HOMELAND SECURITY			2. Name, address of claimant, and claimant's personal representative if any. (See instructions on reverse). Number, Street, City, State and Zip code. RICKY GERALD MASTERS II ANGELA DENISE MASTERS 460 HOWELL ROAD YORK, SC 29745		
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input checked="" type="checkbox"/> CIVILIAN	4. DATE OF BIRTH 09-03-1971 M 07-03-1966 F	5. MARITAL STATUS MARRIED	6. DATE AND DAY OF ACCIDENT FORECLOSURE N/A 09/25/2024 TO JUNE 2, 2025	7. TIME (A.M. OR P.M.) N/A	
8. BASIS OF CLAIM (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof. Use additional pages if necessary). FEMA'S NEGLIGENT DELAY IN RESOLVING A FRAUDULENT CLAIM FROM SEPTEMBER 2024 TO JUNE 2025, FAILING SOP'S, PREVENTED REPAIR FUNDS, BLOCKING OUR SONS (DAVID) PURCHASE, CAUSING FORECLOSURE, EVICTION RISK, AND LOSS OF \$68K EQUITY, \$20K-\$30K REPAIRS, AND ANGELA'S GIFTED LAND.					
9. PROPERTY DAMAGE. NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, Street, City, State, and Zip Code).					
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF THE DAMAGE AND THE LOCATION OF WHERE THE PROPERTY MAY BE INSPECTED. (See instructions on reverse side). MOBILE HOME ON 2.04 ACRES @ 460 HOWELL ROAD YORK, SC 29745 ROOF LEAKING 3 OF 8 ROOMS. ALL 8 ROOMS SEALED OFF DUE TO HOLE AND ATOMS WHERE ELECTRICAL ONLY WORKING IN 3.5 OF 8 ROOMS WITH ISSUES WITH A CIRCUIT BOX					
10. PERSONAL INJURY/WRONGFUL DEATH STATE THE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE THE NAME OF THE INJURED PERSON OR DECEDENT. NONE					
11. WITNESSES					
NAME		ADDRESS (Number, Street, City, State, and Zip Code)			
DAVID ELLIOTT SR ELLIOTT STEVE MAREE		460 HOWELL ROAD YORK, SC 29745 4 OKLAHOMA STREET YORK, SC 29745 474 HOWELL ROAD YORK, SC 29745			
12. (See instructions on reverse). AMOUNT OF CLAIM (in dollars)					
12a. PROPERTY DAMAGE \$198,000.00	12b. PERSONAL INJURY NONE	12c. WRONGFUL DEATH NONE	12d. TOTAL (Failure to specify may cause forfeiture of your rights). \$198,000.00		
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE INCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM.					
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side). Ricky Gerald Masters II			13b. PHONE NUMBER OF PERSON SIGNING FORM 803-203-1504	14. DATE OF SIGNATURE 06-03-2025	
CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM The claimant is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages sustained by the Government. (See 31 U.S.C. 3729).			CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS Fine, imprisonment, or both. (See 18 U.S.C. 287, 1001.)		

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INSURANCE COVERAGE

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of the vehicle or property.

15. Do you carry accident insurance? Yes If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number. No

16. Have you filed a claim with your insurance carrier in this instance, and if so, is it full coverage or deductible? Yes No

17. If deductible, state amount.

CLAIM # 7008177982-1

\$500.00

18. If a claim has been filed with your carrier, what action has your insurer taken or proposed to take with reference to your claim? (It is necessary that you ascertain these facts).

SEE ATTACHED. MANAGEMENT REPORTED TO SCOO THAT CLAIM HAS BEEN UPDATED AND COMPLETED BUT THE ADJUSTER / AGENT IS AWAITING AND PAID FOR ESTIMATES STALLED DUE TO FORECLOSURE JUNE 2, 2025 SALE

19. Do you carry public liability and property damage insurance? Yes If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code). No

FOREMOST A FARMERS INSURANCE COMPANY POLICY # 103-0683681014-16
5600 BEECH TREE LANE P.O. BOX 2450 CALEDONIA, MI 49316

INSTRUCTIONS

Claims presented under the Federal Tort Claims Act should be submitted directly to the "appropriate Federal agency" whose employee(s) was involved in the incident. If the incident involves more than one claimant, each claimant should submit a separate claim form.

Complete all items - insert the word NONE where applicable.

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE, AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY

Failure to completely execute this form or to supply the requested material within two years from the date the claim accrued may render your claim invalid. A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

If instruction is needed in completing this form, the agency listed in item #1 on the reverse side may be contacted. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplementing regulations. If more than one agency is involved, please state each agency.

The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with the claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

If claimant intends to file for both personal injury and property damage, the amount for each must be shown in item number 12 of this form.

DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN TWO YEARS AFTER THE CLAIM ACCRUES.

The amount claimed should be substantiated by competent evidence as follows:

- (a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of the injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.
- (b) In support of claims for damage to property, which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.
- (c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.
- (d) Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.

PRIVACY ACT NOTICE

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

A. Authority: The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 28 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.

- B. Principal Purpose: The information requested is to be used in evaluating claims.
- C. Routine Use: See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.
- D. Effect of Failure to Respond: Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid."

PAPERWORK REDUCTION ACT NOTICE

This notice is solely for the purpose of the Paperwork Reduction Act, 44 U.S.C. 3501. Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Director, Torts Branch, Attention: Paperwork Reduction Staff, Civil Division, U.S. Department of Justice, Washington, DC 20530 or to the Office of Management and Budget. Do not mail completed form(s) to these addresses.

A27



Ricky Masters II <theschoolofgrok@gmail.com>

Initial Call

9 messages

Kelly, Daniel (Scott) <Daniel_Kelly@scott.senate.gov>
To: "theschoolofgrok@gmail.com" <theschoolofgrok@gmail.com>

Thu, Jun 12, 2025 at 10:49 AM

Good morning,

My name is Daniel Kelly with the office of U.S. Senator Tim Scott, and I am in receipt of your request for assistance. Please call me when you have the chance, my number is (843) 727-4525. I'm happy to help however I can.

Thank you,

Daniel Kelly

Constituent Service Representative

The Office of U.S. Senator Tim Scott (R-SC)

2500 City Hall Lane, 3rd Floor, North Charleston, SC 29406

daniel_kelly@scott.senate.gov

Ricky Masters II <theschoolofgrok@gmail.com>
To: "Kelly, Daniel (Scott)" <Daniel_Kelly@scott.senate.gov>





Thu, Jun 12, 2025 at 11:13 AM

Good morning

It was my pleasure speaking with you today. I have attached the information you requested. Thank you again so much for your time and I look forward to hearing from you.




















Respectfully,
Ricky G. Masters II
(803)203-1504
[Quoted text hidden]

23 attachments

-  **Senator Tim Scott 6-12-2025 Authorization form.pdf**
51K
-  **Senator Graham Letters 6-11-2025.pdf**
1260K
-  **Representative TPope emails 6-8-2025.pdf**
168K
-  **Representative Normans Authorization Form.pdf**
25K

1 of 5

A28

-  **FEMA Update Declaration.pdf**
26K
-  **Form 95 (SF-95) 6-3-2025.pdf**
403K
-  **Exhibits A-P 6-11-2025.pdf**
676K
-  **Free Legal Service Denials 1-30 to 6-3-2025.pdf**
405K
-  **SC Legal Services 1-30-2025.pdf**
232K
-  **The Unfortunately's 6-9-2025.pdf**
112K
-  **Motion for Conference and Temporary Stay.pdf**
94K
-  **Affidavit for Emergency Motion For Stay 6-5-2025.pdf**
29K
-  **Motion Denied Order 06-02-2025.pdf**
35K
-  **Notice of Appeal 6-3-2025.pdf**
32K
-  **Appeal Denied Order 6-11-2025.pdf**
46K
-  **Motion for IN FORMA PAUPERIS W-Affidavit.pdf**
89K
-  **Motion to Set Aside Foreclosure Sale 6-3-2025.pdf**
56K
-  **Affidavit to Set Aside Foreclosure Sale 6-3-2025.pdf**
231K
-  **SCDOI Complaint 255828.pdf**
58K
-  **SCDOI Re Complaint 255828 6-4-2025.pdf**
60K
-  **Foremost response, w-ours 6-6-2025.pdf**
64K
-  **Declarations Page Foremost 6-9-2025.pdf**
51K
-  **Foremost-Demand for Settlement 6-4-2025.pdf**
684K

Kelly, Daniel (Scott) <Daniel_Kelly@scott.senate.gov>
To: Ricky Masters li <theschoolofgrok@gmail.com>

Thu, Jun 12, 2025 at 11:33 AM

Received, thank you. I will review this information.

[Quoted text hidden]

Ricky Masters li <theschoolofgrok@gmail.com>
To: "Kelly, Daniel (Scott)" <Daniel_Kelly@scott.senate.gov>

Thu, Jun 12, 2025 at 11:44 AM

Thank you for your response. I look forward to hearing from you!

2025

A29

[Quoted text hidden]

Kelly, Daniel (Scott) <Daniel_Kelly@scott.senate.gov>
To: Ricky Masters li <theschoolofgrok@gmail.com>

Tue, Jun 17, 2025 at 4:24 PM

Good afternoon,

I am still waiting on a response from FEMA, but I did submit an inquiry with their agency. Please see below resources that pertain to foreclosure. Please review this information and see if it is helpful. I have also included resources that I discovered from the AI overview on Google. Please review this information as well. Please let me know if you have any questions.

<https://consumer.sc.gov/>

<https://www.schousing.sc.gov/homeowners/avoid-foreclosure>

<https://www.hud.gov/helping-americans#Homeownership>

<https://www.hud.gov/helping-americans/avoiding-foreclosure>

"AI Overview

If you are facing foreclosure in York County, South Carolina, several resources and options are available to help you stay in your home or navigate the process. Contacting a HUD-approved housing counselor, exploring options with your lender, and understanding your rights are crucial steps. Additionally, programs like SC HELP (now closed) and the Housing Development Corporation of Rock Hill may offer assistance.

Here's a more detailed breakdown:

1. Seek Professional Help:

- **HUD-Approved Housing Counselors:**

.Opens in new tab

Organizations like NeighborWorks Center for Foreclosure Solutions (888.995.HOPE (4673)) provide free, confidential counseling to homeowners facing foreclosure.

•

Housing Development Corporation of Rock Hill (HDCRH):

.Opens in new tab

HDCRH offers free foreclosure prevention counseling and loan modification assistance to residents of Rock Hill. They can assist with default/foreclosure counseling and loan modification.

- **SC 211:**

.Opens in new tab

Dial 211 or visit sc211.org to find resources and support in your area, including information on housing assistance.

2. Explore Options with Your Lender:

- **Loss Mitigation Department:**

Contact your lender's loss mitigation department as soon as you anticipate difficulty making payments.

- **Workout Options:**

Discuss options like repayment plans, forbearance, or loan modification.

3055

• **Reinstatement:**

If possible, reinstate your loan by paying all missed payments, interest, and fees.

• **Deed in Lieu of Foreclosure:**

If you can't keep the home, consider a deed in lieu of foreclosure to avoid the foreclosure process.

• **Short Sale:**

Explore the possibility of a short sale, where the property is sold for less than the outstanding mortgage balance.

3. Understand Your Rights:

• **Foreclosure Process:**

South Carolina uses both judicial and non-judicial foreclosure processes. In a judicial foreclosure, a lawsuit is filed and the court oversees the proceedings.

• **Master in Equity:**

The Master in Equity handles judicial sales of properties involved in foreclosure or partition.

• **Bankruptcy:**

Filing for bankruptcy before the foreclosure sale can potentially stop the process.

• **Redemption:**

In South Carolina, once the property is sold at the foreclosure sale, the homeowner has no right to buy it back (the "hammer rule"). You can redeem the property by paying off the full loan amount before the sale.

4. Other Resources:

- **SC HELP (Closed):** While the SC HELP program is no longer accepting applications, it was designed to help homeowners stay in their homes.
- **FindHelp.org:** Search for financial assistance programs in York County using FindHelp.org.
- **US Department of Housing and Urban Development (HUD):** HUD provides resources and information on avoiding foreclosure.
- **SC Appellee Legal Justice Center:** Provides information on foreclosure in South Carolina."

[Quoted text hidden]

Ricky Masters II <theschoolofgrok@gmail.com>
To: "Kelly, Daniel (Scott)" <Daniel_Kelly@scott.senate.gov>

Tue, Jun 17, 2025 at 5:19 PM

Mr. Kelly,

The foreclosure sale of our property happened June 2, 2025 through the Master in Equity in York County, SC. I was unable to get a motion to stay the foreclosure pending Foremost Insurance Claim # 7008177982-1 (still open and refuse to communicate), SCDOI Complaint # 255828 as well as FEMA and the investigation ongoing with the fraudulent claim that was paid out. I have been waiting on SSSA since January 2023 and have had no income due to physical conditions since November 2022. I have already been served with an eviction notice I attached to my first reply. South Carolina Department of Resiliency took our application over 3 weeks ago and updated my question today about needing more time. Our foreclosure to our property at 460 Howell Road York, SC 29745 had a whole lot of reasons on how it got there, however, FEMA and Foremosts BAD FAITH, NEGLECT and with no contact or communications BREACH OF CONTRACT prevented any measures we had available to stop the foreclosure through our sons pre-qualification to purchase. The damages that still remain as I type this email is why financing could not be obtained because the property was unable to pass the appraisal inspections. This is where we are in DIRE EMERGENCY NEED because our eviction is due to these two entities that have still not communicated a settlement that will allow us to get out of the property we no longer own and still has power out in 5 of the 8 rooms, with 3 rooms sealed off with plastic and the conditions HORRENDOUS. Thanks for the update and I am attaching the response from SCDOI on our complaint and please advise of the help with Foremost Insurance and their liabilities.

Also if I could get an update to our Form 95 we mailed to Washington. I have attached a copy. Thanks again for all your time and efforts.

[Quoted text hidden]

4055

A31

3 attachments

 **SCDOI Response 6-12-2025.pdf**
118K

 **THIRTY DAY TERMINATION NOTICE 6-4-2025.pdf**
26K

 **Form 95 (SF-95) 6-3-2025.pdf**
403K

Ricky Masters II <theschoolofgrok@gmail.com>
To: "Kelly, Daniel (Scott)" <Daniel_Kelly@scott.senate.gov>

Thu, Jun 19, 2025 at 1:19 PM

Mr. Kelly

I am attaching a letter verifying my doctor from the Rock Hill Clinic, Dr. John Flannery, is willing to write a letter on my behalf stating "under his care" and my "medical conditions", however the clinic does not fill out the forms provided by the Social Security Administration and therefore was willing to write a letter and get it submitted to Social Security before they render their decision on my appeal. Thank you for your time and I look forward to hearing from you.

[Quoted text hidden]

 **SSDA Letter for Dr. Letter 6-19-2025.pdf**
16K

Ricky Masters II <theschoolofgrok@gmail.com>
To: "Kelly, Daniel (Scott)" <Daniel_Kelly@scott.senate.gov>

Mon, Jun 23, 2025 at 11:12 AM

Good afternoon Mr. Kelly

I was just checking in on a status update to my dire emergency situation. Hope you had a great weekend and look forward to hearing from you soon!

[Quoted text hidden]

Ricky Masters II <theschoolofgrok@gmail.com>
To: "Kelly, Daniel (Scott)" <Daniel_Kelly@scott.senate.gov>

Thu, Jun 26, 2025 at 10:14 AM

Good morning Mr. Kelly

I am just checking in on a status update to my imminent dire emergency situation. I hope all is well and look forward to hearing from you soon.

[Quoted text hidden]

5083

Tim Scott
SOUTH CAROLINA
104 HART SENATE OFFICE BUILDING
Washington, DC 20510 Phone:
(202)224-6121 Fax:(202)228-5143
scott.Senate.Gov

United States Senate

COMMITTEES
BANKING, HOUSING, AND
URBAN AFFAIRS
FOREIGN RELATIONS
FINANCE
SMALL BUSINESS AND
ENTREPRENEURSHIP
ENERGY AND NATURAL
RESOURCES
SPECIAL COMMITTEE ON
AGING

I am aware that provisions of the Privacy Act of 1974 (Public Law 93-579) may prohibit the release of information in covered agency files without my consent. I hereby give my consent for any applicable federal agency(ies) to release such information to the Office of United States Senator Tim Scott and/or members of his staff in connection with my case or claim.

Signature(ink only): *Ricky Gerald Masters II*

Date: *6/12/2025*

Your Information

Today's Date

06/12/2025

Prefix

Mr.

First Name

Ricky

Middle Name

Gerald

Last Name

Masters II

Date of Birth

09/03/1971

Street Address

460 Howell Rd

City

York

State

South Carolina

Zip

29745

Email

TheSchoolofGrok@gmail.com (mailto:TheSchoolofGrok@gmail.com)

Phone Number

(803) 203-1504

Alternate Phone Number

8039926703

Case Information

Which Agency Do You Need Assistance With?

Other Federal Agency

Social Security Number

[REDACTED]

Would You Like Our Office To Share Information We Obtain On Your Behalf With Someone Else?

Yes

If yes, Please provide his/her name and contact information

ANYONE NEEDING TO PROCEED WITH RESULTS AND TRUSTED BY THE SENATORS OFFICE.

Please Describe The Situation In Which You Need Assistance

FEMA - CASE NO. 63-6787949 - KAREN FISHER
 SSDA - COVERED THROUGH SENATOR GRAHAM'S OFFICE SINCE 2024. RECONSIDERATION FILE THROUGH DIRE EMERGENCY SITUATION, NO RESULTS
 FOREMOST INSURANCE - SCDOJ COMPLAINT NO. 255828 - BAD FAITH- NEGLIGENCE-BREACH OF CONTRACT
 FORECLOSURE - FILED MOTION FOR STAY - DENIED. FILED NOTICE OF APPEAL - DENIED (MOOT) - FILED MOTION TO SET ASIDE FORECLOSURE SALE - DISMISSED.
 I HAVE "UNFORTUNATELY" LETTERS FROM MOST OF THE FREE LEGAL AID OR PROBONO
 I HAVE COMMUNICATED WITH HOUSE REPRESENTATIVE MR. TPOPE.
 I HAVE COMMUNICATED TODAY WITH THE LT. GOVERNOR'S OFFICE.
 I AM IN DIRE NEED OF EMERGENCY HELP, I AM A VETERAN OF THE US ARMY AND THE US NAVY. MY PROPERTY HAS BEEN FORECLOSED AND AN EVICTION NOTICE HAS BEEN RECEIVED, I HAVE NO MONEY, NO JOB, NO PHYSICAL HEALTH TO OBTAIN A JOB, MY WIFE RECEIVES \$1639 A MONTH FROM DISABILITY AND WE HAVE BEEN SURVIVING ON THIS SINCE NOVEMBER 2022.
 I DON'T SURRENDER BUT CAN NOT SEE LIGHT FROM THE BURIAL, PLEASE HELP! OR AT THE LEAST LET ME KNOW WHAT I AM DOING WRONG TO MOVE MY CASE FORWARD, OR SIMPLY AM I JUST MAD AND CAN'T ACCEPT THAT I HAVE NO GROUND?
 THANK YOU FOR YOUR TIME AND I LOOK FORWARD TO HEARING FROM YOU.

RESPECTFULLY,
RICKY G. MASTERS II

Have You Contacted Another Congressional Office?

Yes

Which Congressional Office?

SENATOR GRAHAM - HOUSE REPRESENTATIVE MR. TPOPE

A34

Mail your document to the office closest to you or fax it to 855-802-9355.

Greenville Office: 301 North
Main Street Suite 1006
Greenville, SC 29601 Phone:
(864) 233-5366 Fax: (855) 802-
9355

North Charleston Office: 2500 City
Hall Lane 3rd Floor Suite North
Charleston, SC 29406 Phone: (843)
727-4525 Fax: (855) 802-9355

Columbia Office: 1901 Main
Street Suite 1425 Columbia,
SC 29201 Phone: (803) 771-
6112 Fax: (855) 802-9355

303

A35

LINDSEY O. GRAHAM
Columbia, SC



OFFICE OF THE CLERK
U.S. SENATE
WASHINGTON, DC 20540

UNITED STATES SENATE

May 12, 2025

Mr. Ricky G. Masters II
460 Howell Road
York, SC 29745-9744

Dear Mr. Masters:

Recorded below is a copy of an interim reply which I have received from FEMA. I think you will find it self-explanatory.

This is to acknowledge receipt of this inquiry and to inform you that it is being routed to the necessary party for more information.

Please advise constituents, that if an individual requests a status check and the file is pending casework review, case processing may take longer than expected, due to heightened disaster activity. Please refer constituents to the FEMA helpline at (800) 621-3362.

There is no specific timeframe available for damage assessments. Cases are reviewed and processed in the order it was received.

Respectfully,

Congressional Affairs Team

South Carolina External Affairs (DR-4829-4825-4858 SC) Region 4

You may be assured of my continued interest in this matter. Upon receiving additional information, I will be back in touch with you.

Sincerely,

Lindsey O. Graham
United States Senator

LOG/r



UNITED STATES SENATE AUTHORIZATION FORM

By providing the information below and signing this form, I hereby authorize _____ (agency name) to furnish the office of U.S. Senator Lindsey Graham information pertaining to my claim or request. This authorization is in accordance with the Privacy Act of 1974.

Name: RICKY G MASTERS II Phone: 803 203 1504
Address: 460 HOWELL ROAD City: YORK
State & Zip: SC 29745 Email: farley115a@gmail.com
SSN: [REDACTED] DOB: [REDACTED]

In the space below briefly describe the problems that you are experiencing and explain exactly what you would like Senator Graham to do on your behalf. Without this information, it will be impossible for my office to adequately assist you. (If more space is needed, please use the back of this form.)

FEMA'S WEBSITE WILL NOT LET ME FILL OUT AN APPLICATION. SAYS MY ADDRESS HAS ALREADY COMPLETED A CLAIM. I CANNOT GET ANY MORE INFORMATION I AM TRYING TO GET A SCREEN SHOT OF THE MESSAGE.

Signed: Ricky G Masters II Date: 04/30/2025

Note: Those requesting assistance from Senator Graham should note if they are represented by an attorney. Also, that attorney should be notified that you have contacted the Senator's office. This is to reduce any confusion associated with your case. If represented, please provide the attorney's name.

Return this form to: US Senator Lindsey O Graham
134 N. Wilson Street, Suite 100
Rock Hill, South Carolina 29730
Phone: 803-366-2828 Fax: 803-366-5353

< **H** Howard Wright ✓



Wednesday, September 13, 2023

Please call Howard Wright 2:19 PM

Thursday, September 14, 2023

Sorry for the delay Mr. Wright, can I get the total I owe through October? And my wife will be by tomorrow with the cash, the latest will be Monday if there is a delay in withdrawal. Thanks!

4:36 PM

\$854.16 x 3 plus \$823 late charge total \$2,585.48
Thank you sir.



4:42 PM

Friday, March 29, 2024

Please call Howard
803-329-2007 2:02 PM

Wednesday, January 15

Mr. Wright,
I apologize for no recent updates to my medical situation since our last communication and for my absence in what and why was going on in my life as



< **H** Howard Wright



updates to my medical situation since our last communication and for my absence in what and why was going on in my life as well. However, I have a buyer for the property and would like to get the payoff and again apologize for the way I have conducted business w
View all

10:39 AM

Ricky

**The McCoy Law Firm,
Attorney Brian McCoy, 378 E
Main Street, Rock Hill, SC tel
803-366-2280 is the party
that can provide that to you.
Please understand that he
will need to know the date of
the closing and it is helpful
to know who the closing
attorney is. He knows you
will be contacting h**

View all



11:31 AM

11:32 AM

Thank you.

Yes sir 11:44 AM



1439



Ricky Masters II <rlm1115@gmail.com>

Fwd: 2024CP4803010 Master in Equity Order
2 messages

Angie Masters <admasters115@gmail.com>
To: Ricky Masters II <rlm1115@gmail.com>

Mon, Jun 2, 2025 at 8:30 AM

Sent from my iPhone

Begin forwarded message:

From: Brian S. McCoy <bmcocoy@mcocoylawfirm.com>
Date: June 2, 2025 at 9:26:05 AM EDT
To: 'Fairfax, Charity' <Charity.Fairfax@yorkcourtygov.com>, Angie Masters <admasters115@gmail.com>
Cc: Howard Wright <howard.wright@guardianfidelity.com>
Subject: Re: 2024CP4803010 Master in Equity Order

Good morning,

The Plaintiff does not consent to a stay.
Thank you.

Brian S. McCoy
MCCOY LAW FIRM, LLC
378 E. Main St.
Rock Hill, SC 29730
TEL (803) 388-2280

If you are a debtor, this is an attempt to collect a debt. Any information obtained will be used for that purpose.
CONFIDENTIALITY NOTICE This electronic message transmission contains information from McCoy Law Firm which may be confidential or privileged. The information is intended for the use of the individual or entity named above. This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 USC Sections 2520 - 2522, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is prohibited. If you have received this electronic transmission in error, please notify us immediately by replying to this message, deleting notification to the sender only.

From: Fairfax, Charity <Charity.Fairfax@yorkcourtygov.com>
Sent: Monday, June 2, 2025 9:02 AM
To: 'Angie Masters' <admasters115@gmail.com>
Cc: Brian S. McCoy <bmcocoy@mcocoylawfirm.com>
Subject: 2024CP4803010 Master in Equity Order

Good Morning, attached you will find a filed copy of the order issued in the Master in Equity court on June 2, 2025 in the above referenced case.

A 40



Toll Free: (800) 435-7764
Email: myclaim@foremost.com
Please include your claim # on any correspondence
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
claims.Foremost.com

June 6, 2025

ANGELA MASTERS
460 HOWELL RD
YORK SC 29745-9744
Delivered by email to: admasters115@gmail.com

RE: Insured: Angela Masters
Claim Number: 7008177982-1-1
Policy Number: 0683681014
Loss Date: 09/27/2024
Location of Loss: 460 Howell Rd, York, SC
Subject: Important Claim Information

Dear Angela Masters:

Thank you for choosing us to provide for your insurance needs. We value you as a customer and appreciate the opportunity to be of service.

This letter is to inform you that we are unable to make any further payments to you on this claim due to your property being foreclosed on June 2nd, 2025. This was reviewed and determined due to foreclosure documentation sent in by you on June 4th, 2025.

Since you no longer have an insurable interest in the home, no further payments will be made on this claim.

We encourage you to visit www.foremost.com to learn more about our self-service options available to you, including the ability to view your claim status, upload documents and photos and find local service providers.

If you have any questions, please contact me at (704) 960-5067.

Thank you.

Joshua Drury
Special Field Claims Representative
(704) 960-5067
Foremost Insurance Company Grand Rapids, Michigan

Email communications are preferred and should be sent to myclaim@foremost.com. If hard copies of communications are required, they should be sent to our National Document Center at P.O. Box 268994, Oklahoma City, OK 73126-8994.

1 of 3

A41

Ricky G. Masters II & Angela D. Masters
460 Howell Road, York, SC 29745
June 10, 2025

Joshua Drury
Special Field Claims Representative
Foremost Insurance Company
5600 Beech Tree Lane
Caledonia, MI 49316
myclaim@foremost.com

Cc: Blake Startup, Claims Supervisor
Foremost Insurance Company
(423) 290-3229

Re: Claim #7008177982-1, Response to June 6, 2025, Denial

Dear Mr. Drury,

We received your June 6, 2025, letter denying further payments for Claim #7008177982-1 due to the foreclosure of our property at 460 Howell Road, York, SC, on June 2, 2025 (Case #2024-CP-46-3010). We reject your denial, as it ignores our insurable interest from the loss date (September 27, 2024) through June 2, 2025, and your bad faith handling of our claim, which caused the foreclosure, imminent relocation costs, and severe emotional distress from losing family-gifted land.

Foremost's seven-month delay in processing our Hurricane Helene claim (filed September 30, 2024; adjuster inspection May 2, 2025) and inadequate payments (\$2,931.78 on October 5, 2024; \$479 on May 28, 2025) against a \$6,479 electrician estimate (May 21, 2025) prevented repairs. This blocked our son's \$70,000 purchase offer, which would have paid the \$70,000 mortgage, resulting in a \$58,000 equity loss, \$110,000 in imminent relocation costs, and emotional distress from losing 2.04 acres and a 15-foot right of way gifted by Angela's father. Your contradictory statements (e.g., implying claim finalization while reviewing estimates) and failure to adhere to S.C. Code § 38-59-20 constitute bad faith, as detailed in our South Carolina Department of Insurance complaint (Case #255828).

As a US Army and Navy veteran (1988–1995) with no income since November 2022, and my

2 of 3

A 42

wife, reliant on her \$1,639 monthly disability income, we face homelessness without resolution. We demand \$175,000 (\$6,479 for repairs, \$58,000 for equity loss, \$110,000 for relocation costs and emotional distress) within 15 days, by June 25, 2025, to avoid litigation in York County Court of Common Pleas and further SCDOI action. Our appeal with the South Carolina Court of Appeals (Case #2024-CP-46-3010) reinforces that your delays caused irreparable harm.

Please respond to (803) 203-1504, TheSchoolofGrok@gmail.com, or admasters115@gmail.com. All correspondence is sent via certified mail to your National Document Center (P.O. Box 268994, Oklahoma City, OK 73126-8994).

Sincerely,

Ricky G. Masters II
Angela D. Masters

3043

A 44

July 12, 2025, 09:53
PAGE 2

BNC#: 25MP699G14989

SG-HA-501

PREVENT ME FROM WORKING AND RESTRICT MY ACTIVITIES.

I AM REPRESENTED BY JARRUNIS L YATES, WHO IS AN ATTORNEY.

MY PHONE NUMBER IS 803-203-1504.

DATE July 8, 2025.

2025



UNITED STATES SENATE AUTHORIZATION FORM

By providing the information below and signing this form, I hereby authorize _____ (agency name) to furnish the office of U.S. Senator Lindsey Graham information pertaining to my claim or request. This authorization is in accordance with the Privacy Act of 1974.

Name: RICKY C MASTERS II Phone: 803 203 1504
Address: 460 HOWELL ROAD City: YORK
State & Zip: YOR SC 29745 Email: farley115a@gmail.com
SSN: ~~XXXXXXXXXX~~ DOB: ~~XXXXXXXXXX~~

In the space below briefly describe the problems that you are experiencing and explain exactly what you would like Senator Graham to do on your behalf. Without this information, it will be impossible for my office to adequately assist you. (If more space is needed, please use the back of this form.)

FEMA'S WEBSITE WILL NOT LET ME FILL OUT AN APPLICATION. SAYS MY ADDRESS HAS ALREADY COMPLETED A CLAIM. I CANNOT GET ANY MORE INFORMATION. I AM TRYING TO GET A SCREEN SHOT OF THE MESSAGE.

Signed: Date: 04/30/2025

Note: Those requesting assistance from Senator Graham should note if they are represented by an attorney. Also, that attorney should be notified that you have contacted the Senator's office. This is to reduce any confusion associated with your case. If represented, please provide the attorney's name.

Return this form to: US Senator Lindsey O Graham
134 N. Wilson Street, Suite 100
Rock Hill, South Carolina 29730
Phone: 803-366-2828 Fax: 803-366-5353

HARDSHIP LETTER

TO WHOM IT MAY CONCERN

I Ricky Gerald Masters II am making this statement in the first person and starting where I believe it began. In January of 2014 I went to the emergency room because my feet had swollen up. While checking me in and taking my vitals, it seemed apparent to the nurse that something was going on with me. My blood pressure was high, my blood sugar was through the roof and the doctor that came in to see me said that they were making sure that I wasn't going through a stroke or any heart condition. I met my heart doctor, Dr. Baki from Carolina Cardiology. I was told that I had cardiomyopathy 80% heart failure, type 2 diabetes, high blood pressure and hypertension. I was put under the doctors care and given a work release that stated "Ricky G. Masters II is allowed to work for 3 minutes as long as he takes a 2 minutes break afterwards". This is what led to me filing for disability in February or March of 2014. I at that time, as now, waiting for my medical review from the social security disability. I started on the medication of Spironolactone 25mg 2x, Hydralazine 50mg 3x, Pioglitazone 30mg 1x, Carvedilol 25mg 2x, Metformin 500mg 2x, Benazepril 40mg 1x, Glime Pride 40mg 2x. I waited until September of 2015 where I got the letter stating where and when my disability review would happen in Charlotta, NC. The day before the hearing I had my review with my heart doctor (Dr. Baki Carolina Cardiology) and he said at the review "Mr. Masters you have a strong heart and will live to be an old man". He released me from his care stating I was cleared to return to work. The disability hearing was cancelled and after 19 months of no income or ability to gain work due to the work restriction the doctor has given me, I was now thrown out and told to start over and no rehab, no help financially. With the NO QUIT mentality instilled in my Army and Navy background I knew to just dig deep and pick a starting point and go for it. I worked with my doctors and got my health to where I could pass the DOT standard for a medical certificate. This was getting difficult because my blood sugar or type 2 diabetes was not under control and if I had to go to insulin shots, then I would not be able to continue driving a commercial vehicle. I was able to get a medical certificate and resume working in the transportation industry. Now over this decade leading to my ultimate inability to pass a medical physical due to the conditions worsening and that being illustrated through the years of 2015 and 2023 where I was required to get a medical physical every year due to my medical condition. Instead of the ability to get it in the same month that mine would expire, I would instead have to get it when my numbers would allow the renewal. This led to me having to start my commercial driving company DR J JR EXPRESS LLC. This way the medical card was not looked at as a liability to the company, which is what kept me from getting a

company job because of my health condition. As of January 01, 2023 I was unable to renew the medical certificate and my medical conditions were not improving as Dr. Baki had stated and released me. I now faced a worse condition of the original diagnoses and now only being able to see the free clinic they were advising me to check myself into the emergency room. I did not check myself into the emergency room, however the doctor at the clinic did give me an ekg and renewed my prescriptions. After receiving an email from Health Care Market Place that said I qualified for medical benefits as long as me and my Wifes income was below \$20k annually. Since November of 2022 I have not had an income and we have lived off of my Wifes social security disability of \$1700 a month. After failing the DOT physical with my blood pressure and blood sugar being over the required parameters, I was run through more blood tests and started a new regiment of prescriptions that I take today that was never stopped from Dr. Baki at Carolina Cardiology at the January 2014 hospital intervention. I now take: Carvedilol 25mg 2x, Hydralazine 50mg 3x, Lisinopril 40mg 1x, Januvia 100mg 1x, Metformin 1000mg 2x, Furosemide 20mg 1x, Farxiga 10mg 1x, Janumet 50/1000mg 2x, Invokana 300mg 1x, Co q 10, Fish Oil and Beet Chews. I filed for disability in March of 2023 from my doctors' request that I would not be able to return to work with the condition I was in and the fact that it was not getting better. My doctors and I have been working with diet and exercise along with different medications to work on getting me back to the work force. However, this is the extension of the original condition that was never allowed for me to get the help and treatment that disability would have offered back in 2015 to have the time with diet, exercise and the ability to work with the doctors and different medical prescriptions needed as well as the time for the medication could run its course and give an effect that could show a direction, but instead, I was told I was fine (I was not) and that I had to get back to work and find medical benefits or help through clinics and any other help I could find. I have never recovered from the first 19 months I was kept from the ability to work due to a work release that no employer would entertain that left me with no income for that entire 19 months. I now have entered the 24 month of waiting on a decision from social security disability that I pray is not going to end with me being told there is nothing wrong with me and I am released back to the work force and again still taking all these prescriptions and no help outside of the free clinic to get better that has led to still no income. I ended up borrowing against my truck (2002 Kenworth W900L) to keep up with the mortgage. A few months later I had to sell my end dump trailer to keep up with the payments on my truck and the mortgage. Then I lost my truck to repossession and notified the mortgage company of my financial situation and ever since filing disability and what our new finances looked like. We got no communication from the mortgage company and have had to watch everything being taken with no ability to stop it without having an income. I lost a 2016 Chevy Tahoe. Now with filing bankruptcy and having all these late payments and making me pretty much

a dirtbag to my creditors since being on the waiting list a second time for a determination that should have been had and accepted in 2015, I pray that social security disability sees this time that my health has done nothing but gotten worse since the first time I filed for disability and that I should have gotten it in 2015 where I would have had this time to heal instead of working myself harder to try to stay afloat to end up watching it all go down the drain.

With all due respect,
Ricky D. West II

STATE OF SOUTH CAROLINA
COUNTY OF YORK
IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT
Case No. 2024-CP-46-3010

Ricky Gerald Masters II and Angela Denise Masters, aka Angela D. Elliott, Defendants,
v.
Guardian Fidelity Mortgage, Inc., Plaintiff.

MOTION TO PROCEED IN FORMA PAUPERIS

COME NOW, Ricky Gerald Masters II and Angela Denise Masters, appearing pro se, pursuant to SCRPC Rule 3(b) and S.C. Code Ann. § 8-21-310, and move to proceed in forma pauperis, requesting a waiver of court fees and costs associated with filings in the above-captioned case due to financial hardship. In support, Defendants state:

1. Defendants reside at 460 Howell Road, York, SC 29745, and are defending a foreclosure action (Case No. 2024-CP-46-3010) concerning their property, valued at \$128,000, with a \$70,000 payoff, including 2.04 acres, a mobile home, improvements, and a 15-foot right of way, all encumbered by Plaintiff's lien.
2. Ricky Gerald Masters II, a US Army and Navy veteran (1988–1995), has had no income since November 2022 due to non-service-related health conditions. Defendants rely solely on Angela Denise Masters' \$1,639 monthly disability income, insufficient to cover living expenses, legal fees, and \$5,000–\$10,000 in property repairs caused by Hurricane Helene (September 25, 2024).
3. Defendants filed Chapter 7 bankruptcy (Case No. 25-828-HB) on February 7, 2025, discharged on May 8, 2025, reflecting their ongoing financial distress (Exhibit E).
4. Ricky Gerald Masters II's Social Security disability Reconsideration appeal, assigned to an examiner on April 21, 2025, due to Dire Need, is pending, with Senator Graham's office authorized to speak on his behalf (Exhibits I, J). No benefits have been received.
5. Defendants applied for South Carolina Department of Resiliency (SCDR) assistance on May 30, 2025, to fund repairs or the payoff, delayed by a fraudulent FEMA claim (Exhibit B). Foremost Insurance provided only \$479 for a \$5,000–\$10,000 claim, with ongoing delays (Exhibits A, H; Case No. 255828).
6. Defendants have minimal assets, no savings, and cannot afford court fees, as detailed in the attached affidavit.
7. Defendants are filing motions, including an Emergency Motion for Temporary Stay and


Request for Conference, Motion for Stay Pending Appeal, and/or Notice of Appeal, to protect their \$58,000 equity and Angela's gifted land, and request a fee waiver to pursue these filings.

WHEREFORE, Defendants request:

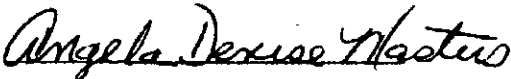
- A. An order granting leave to proceed in forma pauperis, waiving all court fees and costs.
- B. Such other relief as the Court deems just.

Attached: Affidavit in Support of Motion to Proceed In Forma Pauperis; Exhibits A-J.

Dated: June 3, 2025



Ricky Gerald Masters II
460 Howell Road, York, SC 29745
(803) 203-1504
TheSchoolofGrok@gmail.com



Angela Denise Masters
460 Howell Road, York, SC 29745

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
Appellate Case No. 2025-001089

Guardian Fidelity Mortgage, Inc., Respondent,

v.

Angela Elliott Masters aka Angela D. Elliott and Ricky G. Masters, II aka Ricky Gerald Masters, II, and Santander Consumer USA Inc., Defendants,
of which Angela Elliott Masters aka Angela D. Elliott and Ricky G. Masters, II aka Ricky Gerald Masters, II are the Appellants.

EMERGENCY MOTION FOR STAY PENDING APPEAL

COME NOW, Appellants Angela Elliott Masters and Ricky G. Masters, II, appearing pro se, pursuant to SCACR Rule 241(c), and move for an emergency stay of the foreclosure sale (June 2, 2025) and eviction proceedings pending appeal of the June 2, 2025, order denying their Motion for Stay and Conference, due to a 30-day termination notice received June 4, 2025 (Exhibit K), for the following reasons:

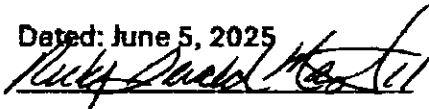
1. Appellants filed a Notice of Appeal, Motion to Set Aside Foreclosure Sale, and Motion for Stay on June 3, 2025, challenging the June 2, 2025, order (Case No. 2024-CP-46-3010).
2. The appeal is likely to succeed because the Master-in-Equity erred by:
 - a. Overlooking Hurricane Helene's damage (\$5,000-\$10,000, Exhibit: Electrician's Estimate, May 21, 2025).
 - b. Ignoring Foremost Insurance's delays (claim #7008177982-1, Exhibits A, H).
 - c. Disregarding FEMA's negligence in delaying aid (Exhibit B).
 - d. Failing to consider Senator Graham's advocacy (Exhibit J, April 30, 2025).
 - e. Violating Administrative Order 2011-05-02-01 (Exhibit D).
3. Without a stay, Appellants face imminent eviction by July 4, 2025 (Exhibit K), causing homelessness, loss of \$58,000 equity (\$128,000 value minus \$70,000 payoff), Angela's gifted 2.04 acres, and a 15-foot right of way, constituting irreparable harm.
4. A stay will not substantially harm Respondent, as the \$70,000 payoff is secured.
5. Public interest favors preventing homelessness of a veteran, US Army/Navy, 1988-1995) and preserving equity.
6. Appellants request a bond waiver due to financial hardship (no income since November 2022, Angela's \$1,639/month disability, bankruptcy Case No. 25-828-HB, Exhibit E).
7. The 30-day termination notice requires expedited relief to prevent eviction before appellate review.

WHEREFORE, Appellants request:

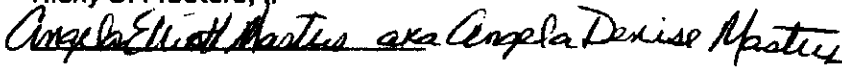
- A. An emergency stay of the foreclosure sale and eviction proceedings pending appeal.
- B. Waiver of any bond requirement.
- C. Expedited consideration due to the July 4, 2025, eviction deadline.
- D. Such other relief as the Court deems just.

Attached: Affidavit; Motion to Proceed In Forma Pauperis; Exhibits A-K; Form 7 Proof of Service.

Dated: June 5, 2025



Ricky G. Masters, II



Angela Elliott Masters

460 Howell Road, York, SC 29745

(803) 203-1504

TheSchoolofGrok@gmail.com

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Fill in this information to identify your case:

United States Bankruptcy Court for the:

DISTRICT OF SOUTH CAROLINA

Case number (if known)

Chapter you are filing under:

- Chapter 7
- Chapter 11
- Chapter 12
- Chapter 13

Check if this is an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

06/24

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, “Do you own a car,” the answer would be *yes* if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

Ricky
First name

Gerald
Middle name

Masters, II
Last name and Suffix (Sr., Jr., II, III)

Angela
First name

Denise
Middle name

Masters
Last name and Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names and any assumed, trade names and *doing business as* names.

Do NOT list the name of any separate legal entity such as a corporation, partnership, or LLC that is not filing this petition.

Ricky G Masters, II
Ricky Masters, II
Ricky Gerald Masters
Ricky G Masters, II
Ricky Masters, II

Angela D Masters
Angela Masters

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

xxx-xx-3016

xxx-xx-8530

Debtor 1 **Ricky Gerald Masters, II**
Debtor 2 **Angela Denise Masters**

Case number (if known)

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

4. **Your Employer Identification Number (EIN), if any.**

EIN

EIN

5. **Where you live**

If Debtor 2 lives at a different address:

**460 Howell Road
York, SC 29745**

Number, Street, City, State & ZIP Code

Number, Street, City, State & ZIP Code

York

County

County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

Number, P.O. Box, Street, City, State & ZIP Code

6. **Why you are choosing this district to file for bankruptcy**

Check one:

Check one:

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason.
Explain. (See 28 U.S.C. § 1408.)

I have another reason.
Explain. (See 28 U.S.C. § 1408.)

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Debtor 1 **Ricky Gerald Masters, II**
Debtor 2 **Angela Denise Masters**

Case number (if known) _____

Part 2: Tell the Court About Your Bankruptcy Case

7. The chapter of the Bankruptcy Code you are choosing to file under
- Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)*). Also, go to the top of page 1 and check the appropriate box.
- Chapter 7
 - Chapter 11
 - Chapter 12
 - Chapter 13

8. How you will pay the fee
- I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
 - I need to pay the fee in installments. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments (Official Form 103A)*.
 - I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived (Official Form 103B)* and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?
- No.
 - Yes.
- | | | |
|----------------|------------|-------------------|
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?
- No
 - Yes.
- | | |
|----------------|--|
| Debtor _____ | Relationship to you _____ |
| District _____ | When _____ Case number, if known _____ |
| Debtor _____ | Relationship to you _____ |
| District _____ | When _____ Case number, if known _____ |

11. Do you rent your residence?
- No. Go to line 12.
 - Yes. Has your landlord obtained an eviction judgment against you?
 - No. Go to line 12.
 - Yes. Fill out *Initial Statement About an Eviction Judgment Against You (Form 101A)* and file it as part of this bankruptcy petition.

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Debtor 1 **Ricky Gerald Masters, II**
Debtor 2 **Angela Denise Masters**

Case number (if known)

Part 3 Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

- No. Go to Part 4.
- Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code, and are you a small business debtor?

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

- No. I am not filing under Chapter 11.
- No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.
- Yes. I am filing under Chapter 11, I am a small business debtor according to the definition in the Bankruptcy Code, and I do not choose to proceed under Subchapter V of Chapter 11.
- Yes. I am filing under Chapter 11, I am a small business debtor according to the definition in the Bankruptcy Code, and I choose to proceed under Subchapter V of Chapter 11.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

- No.
- Yes. What is the hazard? _____

If immediate attention is needed, why is it needed? _____

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

Where is the property? _____

Number, Street, City, State & Zip Code

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Debtor 1 **Ricky Gerald Masters, II**
Debtor 2 **Angela Denise Masters**

Case number (if known)

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity.
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability.
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty.
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity.
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability.
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty.
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

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Debtor 1 **Ricky Gerald Masters, II**
 Debtor 2 **Angela Denise Masters**

Case number (if known)

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?
- 16a. Are your debts primarily consumer debts? *Consumer debts* are defined in 11 U.S.C. § 101(6) as "incurred by an individual primarily for a personal, family, or household purpose."
- No. Go to line 16b.
 Yes. Go to line 17.
- 16b. Are your debts primarily business debts? *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
- No. Go to line 16c.
 Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?
- No I am not filing under Chapter 7. Go to line 18.
- Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?
- Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
 No
 Yes

18. How many Creditors do you estimate that you owe?
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

19. How much do you estimate your assets to be worth?
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

20. How much do you estimate your liabilities to be?
- | | | |
|---|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input checked="" type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

Part 7: Sign Below

For you I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document. I have obtained and read the notice required by 11 U.S.C. § 342(h).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Ricky Gerald Masters, II
 Ricky Gerald Masters, II
 Signature of Debtor 1

/s/ Angela Denise Masters
 Angela Denise Masters
 Signature of Debtor 2

Executed on February 3, 2025
 MM/DD/YYYY

Executed on February 3, 2025
 MM/DD/YYYY

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Debtor 1 **Ricky Gerald Masters, II**
Debtor 2 **Angela Denise Masters**

Case number (if known)

For your attorney, if you are represented by one

i, the attorney for the debtor(s) named in this petition, declare that i have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

If you are not represented by an attorney, you do not need to file this page.

/s/ JASON T. MOSS

Date

February 3, 2025

Signature of Attorney for Debtor

MM / DD / YYYY

JASON T. MOSS 7240

Printed name

MOSS & ASSOCIATES, ATTORNEYS P.A.

Firm name

**816 ELMWOOD AVENUE
COLUMBIA, SC 29201**

Number, Street, City, State & ZIP Code

Contact phone **(803)-933-0202**

Email address

lindsey@mossattorneys.com

7240 SC

Bar number & State

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Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy, and

Your debts are primarily consumer debts. *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan for family farmers or fishermen

Chapter 13 - Voluntary repayment plan for individuals with regular income

You should have an attorney review your decision to file for bankruptcy and the choice of chapter.

Chapter 7: Liquidation

	\$245	filing fee
	\$78	administrative fee
+	\$15	trustee surcharge
	\$338	total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their non-exempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement obligations;

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most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	\$1,167	filing fee
+	\$571	administrative fee
	\$1,738	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

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Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$78	administrative fee
	<u>\$278</u>	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$78	administrative fee
	<u>\$313</u>	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

- domestic support obligations,
- most student loans,
- certain taxes,
- debts for fraud or theft,
- debts for fraud or defalcation while acting in a fiduciary capacity,
- most criminal fines and restitution obligations,
- certain debts that are not listed in your bankruptcy papers,
- certain debts for acts that caused death or personal injury, and
- certain long-term secured debts.

Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:
<http://www.uscourts.gov/forms/bankruptcy-forms>

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days *before* you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:
<http://www.uscourts.gov/services-forms/bankruptcy/credit-counseling-and-debtor-education-courses>.

In Alabama and North Carolina, go to:
<http://www.uscourts.gov/services-forms/bankruptcy/credit-counseling-and-debtor-education-courses>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

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B2030 (Form 2030) (12/15)

United States Bankruptcy Court District of South Carolina

In re Ricky Gerald Masters, II Angela Denise Masters

Debtor(s)

Case No.

Chapter 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

Table with 2 columns: Description and Amount. Rows include: For legal services, I have agreed to accept (\$ 1,661.00); Prior to the filing of this statement I have received (\$ 1,661.00); Balance Due (\$ 0.00).

2. \$ 338.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:

Debtor (checked) Other (specify):

4. The source of compensation to be paid to me is:

Debtor (checked) Other (specify):

5. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
d. [Other provisions as needed]

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions, motions to incur debt, motions to sell property, moratoriums, motions to reconsider, plan modifications after confirmation, motions to reopen, motions to redeem, or any other adversary proceeding, Defending §362 Motion by creditor, Defending Motion to Dismiss, Resolve Petition to Dismiss by Trustee, Combined §362 Motion by creditor and attending court, Motion to reinstate Automatic Stay or resumption of payment, Motion to modify post-confirmation plan, Motion for Substitution of Collateral, Motion to modify post-confirmation plan due to change in circumstances requiring new Schedule I and Schedule J, Motion to incur debt. Motion to sell property, Prevention of §362 Motion, Defending §362 Motion by creditor after a previous claim for prevention has been filed, Motion Establishing Priority of Tax Claim requiring post-confirmation plan modification, Objection to Creditor's Proof of Claim requiring post-confirmation plan modification or Plan STIP, Motion for Moratorium, Motion to Substitute Attorney, Taking over case, Address change in estate, Post-Petition consultation relating to Tax Return, Attorney Review/Release of Mortgage communication waiver, Application to Employ, Application for Settlement, Creditor Violation Letter, Consent Order Approving Loan Modification, Consent Order Lifting the Stay (to proceed in family court), Negotiation with Mortgage Creditor for Loan Modification, Negotiation with Mortgage Creditor for Loan Modification, Payable in (3) monthly installments beginning 30 days after Case filing (Portal and Non-Portal), Motion to Approve Final Loan Modification Agreement, Motion to Incur in efforts to Modify Mortgage Loan Mortgage, Loan Modification Report, Post Modification Forbearance Agreement/Workout, Letter to Appeal Denial of Loan Modification, Motion to Reinstate after Dismissal, Application for settlement to use insurance proceeds, Defense of Modification, Defense of Modification, Adequate Protection Request, Motion to Use Cash Collateral, Post Modification Forbearance Agreement/Workout File, Secured Creditor Claim, Direction of Pay/ Total Loss, Consent Order to Distribute Insurance Proceeds, Objection to Proof of Claims, Motion to Dismiss as

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In re **Ricky Gerald Masters, II**
Angela Denise Masters

Debtor(s)

Case No.

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)
(Continuation Sheet)

to Deceased Debtor, Letter of Authorization, Student Loanify, Motion to Complete Case Before Plan Term, Negoitaion with Trustee, and STIP payment Request and Analysis.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

February 3, 2025

Date

/s/ **JASON T. MOSS**

JASON T. MOSS 7240

Signature of Attorney

MOSS & ASSOCIATES, ATTORNEYS P.A.

816 ELMWOOD AVENUE

COLUMBIA, SC 29201

(803)-933-0202 Fax: (803)-933-9941

lindsey@mossattorneys.com

Name of law firm

Alele

Moss & Associates

ATTORNEYS, P.A.

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Greenville: 864-272-3413
Charleston: 843-744-3002
www.mossattorneys.com

"SOUTH CAROLINA'S LARGEST BANKRUPTCY FILER"

BANKRUPTCY RETAINER AGREEMENT

Moss & Associates, Attorneys P.A. and the undersigned client (referred to herein as "Client"), do on this date enter into an agreement (contract) for legal services pursuant to the terms and conditions set forth herein. We are a debt relief agency and assist people in filing for bankruptcy under the Federal Bankruptcy Code.

I. Subject

Subject to the terms and conditions of this agreement, Moss & Associates, Attorneys P.A. shall furnish legal services related to the following type of bankruptcy case:

Emer
Ch 7

- | | |
|---|---|
| <input type="checkbox"/> Chapter 13 (Reorganization) | <input type="checkbox"/> Mortgage Modification Mitigation |
| <input checked="" type="checkbox"/> Chapter 7 (Liquidation) | <input type="checkbox"/> Chapter 11 (Business) |
| <input type="checkbox"/> Conversion | |

II. Fees and Costs

In exchange for legal services specified herein, Client agrees to pay Moss & Associates, Attorneys, P.A. fees as follows:

PAYMENT SCHEDULE

BANKRUPTCY

1661 Attorney's Fees Down

338 Court Filing Fee

1999 Total Amount Due Prior to Filing Case

() Down Payment (Retainer)

Balance Due No Later Than _____, 2025

LOAN MODIFICATION

\$850 by MAR

\$850 by APR

\$1,700 in additional fees

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In Chapter 13 cases, \$ 0 shall be included as a claim in Client's Chapter 13 Plan. No such claim exists in Chapter 7 cases.

The parties agree that Client will follow the payment schedule specified above. The parties acknowledge that the total cost specified does not guarantee success in mortgage modification, since the bank makes the ultimate determination. Fees for any potential federal or state adversary proceeding or related demand shall be forty percent of the recovery plus costs, unless otherwise agreed upon by parties.

Moss & Associates, Attorneys P.A. agrees that, in exchange for payment of the above specified fees, Moss & Associates, Attorneys P.A. shall perform all services associated with the bankruptcy matter including correspondence with clients, Trustee and Court regarding case administration, the creation and filing of a certification of Plan Completion, request for discharge and financial management certificate or other documents necessary for case closing and discharge. Additional supplemental fees may result in any case for work necessary as a result of unanticipated issues arising pre or post-confirmation, matters involving the default or variance from the terms of a confirmed plan, adversary proceedings, an appeal, or other compelling factors not present in a typical case. Client shall be responsible for such fees. Client acknowledges that Moss & Associates, Attorneys P.A. may be able to file a supplemental claim with the bankruptcy court, which would allow payment out of assets of the estate or Chapter 13 plan payments, which could result in an increase in Trustee payment and a smaller dividend to unsecured creditors. The terms of such supplemental fees are subject to change during the case. By signing this agreement, Client agrees to allow Moss & Associates, Attorneys P.A. to file such claims with the court without further written agreement, if such work is completed by Moss & Associates, Attorneys P.A. The parties further agree that all fees paid under this agreement are non-refundable and earned immediately by Moss & Associates, Attorneys, P.A., except as set out in the Termination clause below. Moss & Associates, Attorneys, P.A. agrees that all basic costs associated with the case, including copies, telephone, electronic filing, etc. are included. Client, however, agrees that other costs, such as supplemental fees not included in the initial fee.

III. Termination

Either party may terminate this Agreement under the following terms and conditions: first, Moss & Associates, Attorneys P.A. may withdraw from this matter and take any appropriate actions upon failure of Client to pay in a timely manner; second, Moss & Associates, Attorneys P.A. may withdraw from this matter if they determine that they have developed irreconcilable differences with the Client; and third, Client may terminate this agreement if client becomes dissatisfied with the services of Moss & Associates, Attorneys, P.A. Fees paid by Client are non-refundable, and though if Moss & Associates, Attorneys, P.A. voluntarily withdraws or Client terminates the agreement for good cause, Moss & Associates, Attorneys, P.A. may, at it's discretion, allow a refund of all or a portion of the fees paid by Client.

Ricky Gerald Masters II
Ricky Gerald Masters II (Feb 3, 2025 10:32 EST)
Client
[Signature]
Client

Moss & Associates, Attorneys P.A.
By: [Signature]
Date: _____

Notice to Consumer Debtor of Available Bankruptcy Options:

Chapter 7: Liquidation

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing creditors. Under Chapter 7, a trustee takes possession of all of your property. You may claim a certain amount of your property as exempt under governing federal and state law. The trustee then liquidates the property and uses the proceeds to pay your creditors according to priorities set by the Code.

The purpose of filing a Chapter 7 is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Code, your discharge may be denied by the Court, and the purpose for which you filed the Bankruptcy petition will be defeated. Even if you receive a discharge, there are some debts that are not dischargeable under the law. Therefore, you may still be responsible for such debts including, but not limited to, certain taxes, student loans, alimony and child support, criminal restitution, and death or personal injury caused by driving while intoxicated from alcohol or drugs.

Under certain circumstances you may keep property that you have purchased subject to valid security interest. This will be explained by your attorney.

Chapter 11 (Reorganization)

Chapter 11 is designed primarily for the reorganization of a business but is also available to consumer debtors. Its provisions are complex and any decision to file a Chapter 11 Petition should be made in consultation with an attorney.

Chapter 12 (Family Farmer)

Chapter 12 is designed to permit family farmers to repay their debtors over a period of time from future earnings and is in many ways similar to Chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family owned farm.

Chapter 13: (Repayments of all or part of the debtors of an individual).

Chapter 13 is designed for individuals with regular income who are temporarily unable to pay their creditors but are able to pay them in installments over a period of time. You are only eligible for Chapter 13 if your debts do not exceed certain dollar amounts set forth in Code.

Under Chapter 13, you must file a plan with the Court to repay your creditors all or part of the money that you owe them, using future earnings. Usually, the period allowed by the Court to repay debts is three years, but not more than five years. Your plan must be approved by the court before it can take effect. Under Chapter 13, unlike a Chapter 7, you may keep your property, both exempt and nonexempt, as long as you continue to make payments according to the plan.

After completion of payments under your plan, most of your debts are discharged, with the exception of certain taxes, student loans, alimony and support payments, certain debts including criminal fines and restitution and debts for death or personal injury caused by driving while intoxicated from alcohol or drugs, and long term secured obligations.

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OTHER IMPORTANT NOTICES

The information you provide to this law firm and your bankruptcy attorney is critical and must be completely accurate. Giving false information to your attorney may lead to the denial of your discharge, dismissal of your case, fines, and imprisonment.

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury in connection with a case under this title shall be subject to fine, imprisonment, or both. In addition, all information supplied by a debtor in connection with a case filed under the bankruptcy code is subject to examination by the Attorney General.

Also available to you is credit counseling, which may be done by this law firm or another entity. Generally, credit counseling involves a collection of your debts with proposed work out plans with your creditors. These plans may allow you to repay your debts in a structured plan over time. These plans are optional for the creditors and may be viewed negatively on your credit report.

You must provide proof of a completed credit counseling course prior to filing for bankruptcy.

In addition, all information that you provide with a petition and thereafter during a case under the Bankruptcy Code must be complete, accurate, and truthful.

All assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence a case, and the replacement value of each asset as defined in Section 506 of the Bankruptcy Code must be stated in any documents requested after an inquiry to establish such value.

Also, current monthly income, the amounts specified in Section 707(b)(2), and, in a case under Chapter 13 of the Code, disposable income must be stated as defined in 707(b)(2) after a reasonable inquiry has been made.

The information you provide our office and used in your case may be audited pursuant to this title, and that failure to provide such information may result in dismissal of the case under other sanctions, including a criminal sanction.

While providing our office the information on your case, you must value your assets at replacement value. Replacement value is defined as what an item would cost if it were lost or destroyed and one of equivalent value must take its place. A common source for replacing items on a national level is through EBAY, which is an internet auction website. Nearly every item imaginable is available to be purchased, including; cars, clothes, furniture, appliances, painting, electronics and other common household items. However, replacement value on a car may involve other factors, such as dealer costs, which would increase the potential value. Noteworthy, with respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined. The time for valuation is the date of the filing of the petition, without deduction for cost of sale or marketing.

You will also have to provide our office with your current monthly disposable income. Your income, with certain exemptions, generally is derived from all sources for the past six months. You must also provide our office with your current monthly expenses. We will assist you in comparing your expenses to those with similar living standards.

You must also provide us with a complete list of your creditors. All creditors must be listed, and failure to list could result in the denial of your discharge or dismissal. You must provide us with full addresses, phone numbers, account numbers, amount owed and the date the

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account was open. The amount owed is generally the payoff, or an estimate of any potential deficiency. Failure to provide this information could result in the creditor's claim surviving the Bankruptcy. Also, if you pay child support you must provide us with the guardian parent's names, address, phone number and county where you pay support.

Certain property that you own will be considered exempt under current state and federal law. We will assist you in claiming an exemption through your case so this property is not taken by the trustee in a Chapter 7 case, or nonexempt equity does not have to be covered through your repayment plan in a Chapter 13. Failure to disclose or take an exemption in property could result in the loss of that property or an increase in your chapter 13 plan payment.

IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER

If you decide to seek bankruptcy relief, you can represent yourself, can hire an attorney to represent you, or you can get help in some localities from a Bankruptcy petition preparer who is not an attorney. **THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST.** Ask to see the contract before you hire anyone.

The following information helps you understand what must be done in a routine Bankruptcy case to help you evaluate how much service you need. Although Bankruptcy can be complex, many cases are routine.

Before filing a Bankruptcy case, you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a Bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the Bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a "trustee" and by creditors.

If you choose to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help in deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your chapter 13 plan and with the confirmation hearing on your plan which will be before a Bankruptcy judge.

If you select another type of relief under the Bankruptcy Code other than chapter 7 or chapter 13, you will want to find out what should be done from someone familiar with that type of relief.

Your Bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in Bankruptcy court, but only attorneys, not Bankruptcy petition preparers, can give you legal advice.

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LOCAL OFFICIAL FORM 1007-1(b) TO SC LBR 1007-1

United States Bankruptcy Court
District of South Carolina

In re Ricky Gerald Masters, II Case No. _____
Angela Denise Masters Debtor(s) Chapter 7

CERTIFICATION VERIFYING CREDITOR MATRIX

The above named debtor, or attorney for the debtor if applicable, hereby certifies pursuant to South Carolina Local Bankruptcy Rule 1007-1 that the master mailing list of creditors submitted either on computer diskette, electronically filed via CM/ECF, or conventionally filed in a typed hard copy scannable format which has been compared to, and contains identical information to, the debtor's schedules, statements and lists which are being filed at this time or as they currently exist in draft form.

Master mailing list of creditors submitted via:

- (a) _____ computer diskette
- (b) _____ scannable hard copy
(number of sheets submitted _____)
- (c) electronic version filed via CM/ECF

Date: February 3, 2025

/s/ Ricky Gerald Masters, II
Ricky Gerald Masters, II
Signature of Debtor

Date: February 3, 2025

/s/ Angela Denise Masters
Angela Denise Masters
Signature of Debtor

/s/ JASON T. MOSS
Signature of Attorney
JASON T. MOSS
MOSS & ASSOCIATES, ATTORNEYS P.A.
816 ELMWOOD AVENUE
COLUMBIA, SC 29201
(803)-933-0202
Typed/Printed Name/Address/Telephone

7240 SC
District Court I.D. Number

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BOYD TIRE AND APPLIANCE
124 S. CONGRESS STREET
YORK SC 29745

CAPITAL ONE
1680 CAPITAL ONE BLVD
MC LEAN VA 22102

CAPITAL ONE
PO BOX 71083
CHARLOTTE NC 28272

GUARDIAN FIDELITY MORTGAGE
223 E MAIN STREET
ROCK HILL SC 29730

GUARDIAN FIDELITY MORTGAGE
PO BOX 2975
LANCASTER SC 29720

IRS
PO BOX 7346
PHILADELPHIA PA 19101-7346

MARINER FINANCE
2393 CHERRY ROAD
ROCK HILL SC 29732

MCCOY LAW FIRM
ATTN: BRIAN S MCCOY, ESQ
378 EAST MAIN STREET
ROCK HILL SC 29730

SANTANDER CONSUMER
PO BOX 961245
FORT WORTH TX 76161

SANTANDER CONSUMER USA
PO BOX 560284
DALLAS TX 75356-0284

SC DEPT OF REVENUE
PO BOX 12265
COLUMBIA SC 29211

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SC DEPT OF REVENUE
300A OUTLET POINTE BLVD
COLUMBIA SC 29210

TURNER PADGET GRAHAM & LANEY
PO BOX 1473
COLUMBIA SC 29202

YORK COUNTY CLERK OF COURT
PO BOX 649
YORK SC 29745

YORK COUNTY MASTER IN EQUITY
PO BOX 627
YORK SC 29745

YORK COUNTY TREASURER
PO BOX 116
YORK SC 29745

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

Bankruptcy Case No.: 25-00404-HB

Ricky Gerald Masters, II aka Ricky
G Masters, II aka Ricky Masters, II
aka Ricky Masters, II aka Ricky
Masters, II aka Ricky Gerald
Masters aka Ricky G Masters, II
and Angela Denise Masters aka
Angela D Masters aka Angela
Masters

Chapter: 7

CERTIFICATE OF SERVICE

Debtors.

This is to certify that I, Lori Qualls, a Paralegal with the firm of Crawford & von Keller, LLC am this day, May 13, 2025, serving on the persons named below the Order Granting Relief on behalf of Guardian Fidelity Mortgage, Inc. in this matter by placing a copy of same in the United States Mail, postage pre-paid, in envelopes addressed as follows:

Ricky Gerald Masters, II aka Ricky G Masters, II aka
Ricky Masters, II aka Ricky Masters, II aka Ricky
Masters, II aka Ricky Gerald Masters aka Ricky G Masters, II and
Angela Denise Masters aka Angela D Masters aka Angela Masters
460 Howell Road
York, SC 29745

Jason T. Moss
Moss & Associates, Attorneys, P.A.
816 Elmwood Ave.
Columbia, SC 29201

John K. Fort
(via electronic notice)

US Trustee's office
Strom Thurmond Federal Building
1835 Assembly St. Ste. 953
Columbia SC 29201



Lori Qualls, Paralegal

Columbia, SC
May 13, 2025

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

Ricky Gerald Masters, II aka
Ricky G Masters, II aka Ricky
Masters, II aka Ricky Masters, II
aka Ricky Masters, II aka Ricky
Gerald Masters aka Ricky G
Masters, II
Angela Denise Masters aka
Angela D Masters aka Angela
Masters

Debtor.

Bankruptcy Case No.: 25-00404-HB
Chapter: 7

ORDER GRANTING RELIEF FROM
THE AUTOMATIC STAY

This matter came before the Court on motion of Guardian Fidelity Mortgage, Inc. ("Movant") seeking relief from the automatic stay. A hearing was held on the motion on April 23, 2025. B. Lindsay Crawford, III, appeared for the Movant. Peter D. Korn appeared on behalf of the Debtors, who were not present at that hearing. The Movant has waived claims arising under 11 U.S.C. §§ 503(b), 507(b). Based upon the representations of counsel and the filed pleadings in the matter, it is

ORDERED that the automatic stay is lifted as to: the real property and improvements located at 460 Howell Road, York, South Carolina, and a one 1985 Brigadier Pacer mobile home, VIN GBICM17628 (the "collateral"). Movant may send any required notice to Debtor(s) and proceed with its remedies against the collateral.

**AND IT IS SO ORDERED
FILED BY THE COURT
05/02/2025**



John A. Barrino
Chief US Bankruptcy Judge
District of South Carolina

Entered: 05/02/2025

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United States Bankruptcy Court
District of South Carolina

Case Number: 25-00404-hb

Chapter: 7

In re:

Ricky Gerald Masters II
aka Ricky Masters II, aka Ricky G Masters II, aka Ricky
Masters II, aka Ricky G Masters II, aka Ricky Gerald Masters

Angela Denise Masters
aka Angela D Masters, aka Angela Masters

Entered By The Court
5/8/25

ORDER DISCHARGING DEBTOR(S) AND TRUSTEE AND CLOSING
THE CASE

Filed By The Court
5/8/25
Lauren T Maxwell
Clerk of Court
US Bankruptcy Court

The trustee, having certified that the estate of the above-named debtor(s) has been fully administered, and it appearing that the debtor(s) having met the requirements for discharge under 11 USC § 727,

1. The debtors(s), **Ricky Gerald Masters II, Angela Denise Masters** are granted a discharge;
2. The trustee is discharged as the trustee of this case; and
3. The chapter 7 case of the above-named debtor(s) is closed.

IT IS SO ORDERED.



Helen E. Burris
Chief United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

Some debts are not discharged

Examples of debts that are not discharged are:

- ◆ debts that are domestic support obligations;
- ◆ debts for most student loans;
- ◆ debts for most taxes;
- ◆ debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- ◆ debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- ◆ some debts which the debtors did not properly list;
- ◆ debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- ◆ debts for death or personal injury caused by operating a vehicle while intoxicated.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

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SOUTH CAROLINA
LEGAL SERVICES
Balancing the Scales of Justice

214 Johnston Street | Rock Hill, South Carolina 29730
Phone: (803) 327-9001 or (800) 922-3853 | Fax: (803) 327-7105
www.scllegal.org | www.lawhelp.org/sc

January 30, 2025

VIA EMAIL AND US MAIL
Farley1115a@gmail.com

Mr. Ricky Masters
460 Howell Road
York SC 29745

Re: bankruptcy

Dear Mr. Masters:

Your case was reviewed and accepted for **advice only**. You called South Carolina Legal Services' (SCLS) wanting to file for bankruptcy. You do not want to lose your home.

You are buying your home. Your mortgage payment is \$863.37 a month. The home was foreclosed on in November 2024. Your monthly income is \$1700 per month.

You need to file a Chapter 13 bankruptcy because you are behind in your house payments. The filing fee for a Chapter 13 bankruptcy is **\$313.00**. **You must have enough money coming in to pay the Chapter 13 plan payment and your mortgage payment each month. You must also have enough money to pay for your monthly living costs (food, utilities, gas, etc.).**

It does not appear that you have enough money coming in to pay for your living costs each month. You would have to be able to pay a required amount on the arrears and your current monthly mortgage payment in order for a Chapter 13 bankruptcy to help you. **We do not believe that you have enough money to file a successful Chapter 13 bankruptcy now. I will not be filing a Chapter 13 bankruptcy for you. My decision not to file a bankruptcy for you is based on you not having the money needed to make a Chapter 13 plan payment.** This is only my opinion. You may be able to find a bankruptcy attorney who is willing to represent you that differs with my understanding of the bankruptcy laws and the facts you gave during your intake.

Your home is set to be sold on February 3rd. **In order to save the home, you must file bankruptcy by February 3rd.** If you do not file bankruptcy, the home will likely be sold on February 3rd. You may file bankruptcy on your own. You would file with the US Bankruptcy Court in South Carolina. I have enclosed some FAQs from the Bankruptcy court's website regarding filing on your own.

LSC America's Partner
for Equal Justice
LEGAL SERVICES CORPORATION

SOUTH CAROLINA
BAR FOUNDATION

Farley