

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
CASE NO. 2020-CP-39-00480

Clerk of Court Pickens County, SC
SEP 15 '25 PM 4:23

COUNTY OF PICKENS

Neal E. Pfeiffer and Paulette H. Pfeiffer,
PLAINTIFF,
vs.

Don Culff Homes, Inc., Donald Culff
A/K/A Don Culff, Christopher Petross,
Maria Petross a/k/a Maria Ferguson
a/k/a Maria E. Ferguson, The M
Ferguson Group LLC, 103 Woodland
Circle Partners, A South Carolina
General Partnership, World Business
Lenders, LLC, Dina Claire Culff, and
WBL SPO II, LLC

DEFENDANTS.

**ORDER DENYING MOTION TO STAY
AND RULE 60(B) MOTION FILED BY
CHRISTOPHER PETROSS, MARIA
PETROSS A/K/A MARIA FERGUSON
A/K/A MARIA E. FERGUSON, AND
THE M FERGUSON GROUP LLC**

MPH
This matter was referred to me as Special Referee by Order of the Hon. G.D. Morgan, Jr. dated December 6, 2025 to set the terms of sale for the foreclosure sale on the mortgage of WBL SPO II, LLC ("WBL"). The December 6, 2025 Order granted WBL foreclosure of its mortgage on the property known as 103 Woodland Circle Easley, South Carolina (the "Property"). The Order also set the amount of the debt owed to WBL and granted WBL judgment on that debt and on the guaranty agreement as to Maria Ferguson. I issued a Special Referee's Order and Judgment of Foreclosure and Sale in this matter on February 25, 2025. Christopher Petross, Maria Petross, and the M Ferguson Group LLC filed an appeal of Judge Morgan's Order and the Special Referee's Order. That appeal was dismissed, and the matter was remitted to this court on May 2, 2025.

Christopher Petross ("Petross"), Maria Petross a/k/a Maria Ferguson ("Ferguson"), and The M Ferguson Group, LLC, filed the following motions: Motion for Relief from Judgment pursuant to Rule 60(b) SCRCF (filed April 4, 2025), Motion to Stay Execution pending hearing on the Rule 60(b) motion (filed April 4, 2025), and Motion and Renewed Motion to Stay

Execution of Judgment (filed July 24, 2025). The M. Ferguson Group LLC filed a Chapter 7 bankruptcy case on April 7, 2025, and the within case was struck from the active docket on April 7, 2025, due to the bankruptcy filing. The automatic stay created by the bankruptcy filing is the reason why the motions were not heard previously. This case was restored to the active docket by Order dated June 25, 2025, after the bankruptcy case was dismissed.

The pending motions listed above were heard by this Court on August 29, 2025, via virtual hearing. Attending the hearing were Patrick Ian Toomey, Esq. of King Law Offices, PC, counsel for the moving parties, Christopher Petross, Maria Petross, and The M Ferguson Group LLC. Appearing on behalf WBL was John Kay, Esq. of the Hutchens Law Firm LLP. Based upon the pleadings filed in this matter and the arguments of counsel, I deny the motions to stay the execution of the foreclosure judgment and the Rule 60(b) motion seeking relief from the judgments entered on December 6, 2025 and February 25, 2025.

The instant action is one for foreclosure of a Mortgage on real property located at 103 Woodland Circle Easley, South Carolina. The subject Note and Mortgage were executed by Defendant, The M. Ferguson Group, LLC (hereinafter "Ferguson Group"). Maria Ferguson executed a Guaranty Agreement guaranteeing payment of the Note and Mortgage. Petross was not named as a defendant in the foreclosure action or the guaranty cause of action. Additionally, neither Petross nor Ferguson are on title as owning the Property. The property is wholly owned by The M Ferguson Group, LLC.

STANDARD OF REVIEW AND DISCUSSION

The moving parties, Christopher Petross, Maria Ferguson a/k/a Maria Petross and The M Ferguson Group LLC seek to relief from the December 6, 2024 Judgement of Foreclosure and Sale and the February 25, 2025 Special Referee's Order pursuant to Rule 60(b)(3), South

Carolina Rules of Civil Procedure based upon allegations of fraud, misrepresentation and other alleged misconduct on the part of WBL SPO (the predecessor in interest to WBL), the allegation being that WBL SPO made and entered into a home or consumer loan with The M. Ferguson Goup, LLC and allegedly disguised it as a business or commercial loan, in an effort to avoid or evade consumer and home loan protections which would normally be afforded to borrowers in a consumer loan transaction. In order to succeed on their motion, the moving parties would have to show extrinsic fraud on the part of WBL. *Raby Constr., LLP v. Orr*, 358 S.C. 10, 594 S.C.2d 478 (2004). "Relief is granted for extrinsic fraud on the theory that because the fraud prevented a party from fully exhibiting and trying his case, there has never been a real contest before the court on the subject matter of the action." *Chewing v. Ford Motor Co.*, 354 S.C. 72, 81, 579 S.E.2d 605, 620 (2003) (citing *Hilton Head Ctr. Of S.C. Inc. v. Pub. Serv. Comm'n of S.C.*, 294 S.C. 9, 362 S.E.2d 176 (1987)). While this Court does not make a finding of fraud on the part of the foreclosing entity WBL or its predecessor, WBL SPO, if there were any fraud, it would have been intrinsic fraud and not extrinsic fraud. Therefore, the movants are not entitled to relief under rule 60(b)(3), SCRCF. Any alleged conduct by WBL or WBL SPO did not prevent the movants from pursuing a cause of action for such in this matter. The case was filed in 2020, and the movants were represented by counsel at one time and have had ample opportunity to pursue any of their theories of defenses to the foreclosure and have not done so. The Court also notes that the property is owned by The M Ferguson Group LLC, the same entity that signed the Note and Mortgage in the case. Therefore, the transaction is not a loan for personal, family or household use, but rather is a commercial loan.

These Defendants appealed both the Order issued by Judge Morgan dated December 6, 2024, and the Order issued by this Court on February 25, 2025, to the South Carolina Court of

Appeals. The 2024 appellate case number was 2024-001969 and was assigned to the 2024 Order issued by Judge Morgan. The case number for the 2025 appeal of the special Referee's Order and Judgment of Foreclosure and Sale was designated as appellate case number 2025-000391. The South Carolina Court of Appeals dismissed both of those appeals. The 2024 appellate case was dismissed by Order dated December 18, 2024, and the 2025 appellate case was dismissed by Order of the Court on April 15, 2025.

As a result of the dismissals of the appellate cases, the matters that were raised, or should have been raised, in this case became law of the case. As a result of the Defendants' failure to perfect an appeal of either of the Orders of the Court, any Order issued by this Court on the motions to stay and for Rule 60(b) relief now would not offer any practical relief, thus rendering the issues raised in the motions moot. *See Mathis v. S.C. State Highway Dep't*, 260 S.C. 344, 346, 195 S.E.2d 713, 715 (1973) ("A case becomes moot when judgment, if rendered, will have no practical legal effect upon the existing controversy. This is true when some event occurs making it impossible for [the] reviewing Court to grant effectual relief"); *Bartles v. Livingston*, 282 S.C. 448, 461-62, 319 S.E.2d 707, 715 (Ct. App.) 9184) (noting once a foreclosure decree has been entered and no appeal is taken, the effect of the foreclosure is binding in subsequent proceedings); *Antrum v. Hartsville Prod. Credit Ass'n*, 228 S.C. 201, 210, 89 S.E.2d 376, 380 (1955) ("The judgement of foreclosure and order directing the issuance of the writ of assistance constitute an insuperable bar to the present proceeding"). *See Byrd v. Irmo High Sch.*, 321 S.C. 426, 430, 468 S.E.2d 861, 864 (1996) ("Before any action can be maintained, there must be a justiciable controversy."); *id.* at 431, 468 S.C.2d at 864).

The arguments made by the Defendants in their motions are moot and should have been raised previously in this case, which was initiated back in 2020. These arguments were either


raised or should have been raised prior to the issuance of the Orders, and the dismissals of the appeals of those Orders means that there is no longer any justiciable controversy.

Clerk of Court Pickens County SC
SEP 15 '25 PM 4:23

CONCLUSION

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The motions to stay the execution of the foreclosure judgment and the motion for relief under Rule 60(b) are denied. Plaintiff's counsel is authorized to submit a Notice of Sale to the Court for the property to be advertised at the next available sales date.


Daniel E. Hunt
Special Referee for Pickens County

Sept. 12, 2025



HIGH PERFORMANCE LAW™

Foreclosure Department
Phone: 803-726-2700
Fax: 803-252-6822
HutchensLawFirm.com

Offices In:
Fayetteville, Charlotte, Wilmington,
Columbia, SC

240 Stoneridge Drive
Columbia, SC 29210

P.O. Box 8237
Columbia, SC 29202

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September 12, 2025

Pickens County Clerk of Court
Attn: Michelle Broom
214 East Main Street
Pickens, SC 29671

Re: Neal E. Pfeiffer and Paulette H. Pfeiffer vs. Don Culff Homes, Inc., Donald Culff A/K/A Don Culff, Christopher Petross, Maria Petross a/k/a Maria Ferguson a/k/a Maria E. Ferguson, The M Ferguson Group LLC, 103 Woodland Circle Partners, A South Carolina General Partnership, World Business Lenders, LLC, Dina Claire Culff, and WBL SPO II, LLC
Docket Number: 2020-CP-39-00480
Firm Case Number: 1327933 (JFCS.CAE)

Please find enclosed, the requested, signed Order Denying Motion to Stay and Rule 60(B) Motion Filed by Christopher Petross, Maria Petross aka Maria Ferguson aka Maria E Ferguson and The M Ferguson Group LLC and Notice of Sale in the above action.

Sincerely,
Jenni Ouzts

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, except as stated below in the instance of bankruptcy protection.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.