

RECEIVED
OCT 10 2025
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM PICKENS COUNTY
Court of Common Pleas

THIRTEENTH JUDICIAL, Circuit Court Judge
The Honorable Judge Daniel Hunt, Special Referee for Pickens County

Case No. 2020 CP - 39- 00480

Maria Ferguson, Chris Pettross

Appellant/Respondent,

v.

World Business Lenders, Llc,
WBL Spo I, llc, WBL SPO ii, LLc
Neal Pfeiffer, Paulette Pfeiffer

Appellant/Respondent.

MOTION

Motion to Seal File, Emergency Motion to Stay Foreclosure Sale (Vacate Void Order and Transfer to Neutral Judge and Courts): and to Request and Extension of Time for the 2024 Tax Sale Finalization October 31, 2025.

Date: October 9, 2025

sMaria Ferguson, Chris Pettross, Pro Se

Name: Maria Ferguson, Chris Pettross

Address: 103 Woodland Circle

Easley, SC. 29640

Phone: (986) 217 - 5114

Email: Miapfp@yahoo.com

Appellant Pro Se

Other Counsel of Record:

Name: _____

Address: Please see attached sheet

_____ for complete list of counsel

Phone: (____) ____ - _____

Respondent/Attorney for Respondent

FILE UNDER SEAL – Rule 41.1 SCRCP – Personal Safety Concerns.

**STATE OF SOUTH CAROLINA
COUNTY OF PICKENS**

**IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT**

NEAL & PAULETTE PFEIFFER,

Case No. 2020-CP-39-00480

Plaintiffs,

v.

DON CLUFF HOMES, INC.; THE M. FERGUSON GROUP, LLC; MARIA FERGUSON;
CHRISTOPHER PETTROSS,

Defendants/Petitioners.

RECEIVED

OCT 10 2025

SC Court of Appeals

EMERGENCY MOTION TO STAY FORECLOSURE SALE, VACATE VOID ORDER, TRANSFER TO NEUTRAL JUDGE, AND REQUEST FOR EXTENSION OF TIME

INTRODUCTION

Petitioners Maria Ferguson and Christopher Pettross, appearing pro se, respectfully move this Court pursuant to Rule 60(b)(4) and Rule 6(b) of the South Carolina Rules of Civil Procedure and Canons 2A and 3E(1)(a) of Rule 501 SCACR for immediate relief to stay the foreclosure sale of 103 Woodland Circle, Easley SC 29640 scheduled for October 6, 2025, vacate the Order Denying Rule 60(b) Motion entered by Special Referee Daniel E. Hunt, and transfer this matter to a neutral circuit judge. Petitioners request this motion be accepted electronically and filed under seal pursuant to Rule 41.1 SCRCP for personal safety concerns.

STATEMENT OF FACTS

1. Petitioners retained Adam Lambert of Lambert Heaton Cleveland, Attorneys at Law, in approximately 2020, paying a retainer of \$10,000. Mr. Lambert never notified Petitioners when he left the firm or that he had accepted appointment as Master-in-Equity for Pickens County.
2. Petitioners retained Daniel E. Hunt, Esq., in 2019 and 2023 paying a separate retainer of \$2,500. Mr. Hunt remained counsel of record and held client funds.
3. On February 13, 2025, in chambers and in the presence of opposing counsel, Petitioners advised Mr. Hunt that he was still retained counsel and asked whether he should recuse himself. He refused.
4. Despite this conflict, Mr. Hunt issued an Order Denying Rule 60(b) Motion in September 2025 (Exhibit A), setting the property for sale October 6, 2025.

5. Petitioners never received their complete client file or unredacted contract. The only document ever provided appears redacted and unsigned (Exhibit B). A partial refund of \$458 was created after Mr. Lambert's departure but no full accounting was given.
6. Petitioners have endured trauma and financial hardship related to prior victimization. For safety and privacy reasons, Petitioners request the Court maintain this filing under seal.
7. The subject property was also sold through a county tax sale in 2024. Petitioners were not properly advised or represented regarding that sale. Petitioners request that any action to convey or confirm title be stayed until a neutral judge can review the full chain of title.

ARGUMENT

Because both Mr. Lambert and Mr. Hunt previously represented Petitioners and maintained financial relationships, their participation as judicial officers violated Canon 3E(1)(a) of Rule 501 SCACR. Orders entered under such circumstances are void. Petitioners have shown good cause and excusable neglect under Rule 6(b) due to financial hardship and trauma, entitling them to additional time to secure counsel and gather evidence.

RELIEF REQUESTED

1. Stay the foreclosure sale of 103 Woodland Circle pending further order;
2. Vacate the September 2025 Order Denying Rule 60(b) Motion as void for conflict of interest;
3. Transfer this matter to a neutral circuit judge outside Pickens County;
4. Order production of Petitioners' complete client file from Lambert Heaton Cleveland;
5. Grant Petitioners an additional 30 days to obtain counsel and respond to future filings.

VERIFICATION (TEMPORARY EMERGENCY FILING)

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed this 6th day of October 2025. A notarized Form SCCA-405 will be filed upon the Clerk's reopening.

/s/ Maria Ferguson
/s/ Christopher Pettross
Easley, Pickens County, South Carolina

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Motion and Exhibits A-C was served this 6th day of October 2025 by email upon counsel for the plaintiffs and mortgage lender, and

by electronic filing to the Clerks of Court for Pickens County, Greenville County, and the Supreme Court of South Carolina.

/s/ Maria Ferguson

/s/ Christopher Pettross

EXHIBITS

Exhibit A – Order Denying Rule 60(b) Motion (Special Referee Daniel E. Hunt)

Exhibit B – Redacted/Unsigned Contract Copy (Disputed)

Exhibit C – Refund Log or Proof of Payment

Exhibit D – (Optional) Affidavit re: 2024 Tax Sale and Lack of Notice

Exhibit F – Email from Sean Hinton confirming the date Adam Lambert left Lambert Heaton Cleveland and notifying Petitioners.

10/6/25 10:54 AM

FAX COVER SHEET – EMERGENCY COURT FILING

ORIGINAL

To: Clerks Refused to file Directed to
Hon. Edward W. Miller – Chief Administrative Judge for Common Pleas *Pickens County*
13th Judicial Circuit (Greenville / Pickens Counties)

Fax No.: (864) 233-4173

Phone No.: (864) 467-8559

From: M. Ferguson / Chris Pettross

Email: miapfp@yahoo.com

Address: 103 Woodland Circle, Easley SC 29640

Date: October 6 2025

Pages (including this cover): 36 pages

EMERGENCY
- STAY SALE
11:00 AM

Subject / Re: EMERGENCY MOTION TO STAY FORECLOSURE SALE (11:00 A.M. 10/6/2025)

Case No.: 2020-CP-39-00480

Case Title: Neal & Paulette Pfeiffer v. Don Cluff Homes Inc.; The M. Ferguson Group LLC; M. Ferguson; Chris Pettross

Comments:

Please deliver to Judge Miller's chambers immediately for emergency review.

A notarized Form SCCA-405 (fee-waiver) will follow upon the Clerk's office opening.

We respectfully request a stay of the 11:00 a.m. sale due to judicial conflict-of-interest grounds.

Honorable Clerk(s):

Please accept the attached filing for immediate emergency review by the Chief Administrative Judge for Common Pleas, 13th Judicial Circuit (Hon. Edward W. Miller), or the duty circuit judge.

Case: 2020-CP-39-00480 – Neal & Paulette Pfeiffer v. Don Cluff Homes, Inc.; The M. Ferguson Group LLC; M. Ferguson; Chris Pettross

Property: 103 Woodland Circle, Easley SC 29640

Sale Time: Monday, October 6, 2025 at 11:00 a.m.

Attachments:

1) EMERGENCY MOTION TO STAY FORECLOSURE SALE (VACATE VOID ORDER AND TRANSFER TO NEUTRAL JUDGE)

2) Exhibits A–C (Order Denying Rule 60(b); Disputed Contract; Refund Proof)

This is an emergency electronic filing under Rule 11 SCRPC. A notarized Form SCCA-405 (fee-waiver) will be delivered later today. We respectfully request an immediate stay order before the sale occurs.

Respectfully,

M. Ferguson / Chris Pettross

Contact: miapfp@yahoo.com

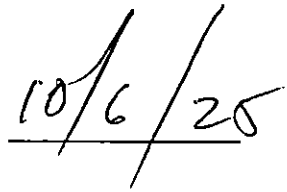
Attachments:

1. Emergency Motion to Stay Foreclosure Sale (Vacate Void Order / Transfer to Neutral Judge)
2. Exhibit A – Order Denying Rule 60(b) Motion
3. Exhibit B – Redacted Contract Copy
4. Exhibit C – Refund Proof / Payment Log

Signature: _____

A handwritten signature in black ink, appearing to be 'C. P. [unclear]', written over a horizontal line.

Date: _____

A handwritten date '10/6/25' in black ink, written over a horizontal line.

OCTOBER 6, 2025

PICKENS COUNTY FORECLOSURE SALES

(Updated Thursday, September 18, 2025)

THIS SALE WILL BE HELD AT THE PICKENS COUNTY COURTHOUSE, THIRD FLOOR, COURTROOM #4 AT 11:00 AM.

FOR PROPERTY INFORMATION, CHECK THE CASE FILE IN THE OFFICE OF THE CLERK OF COURT OR ON THE SOUTH CAROLINA JUDICIAL WEBSITE (www.sccourts.org). THE ORDER AND NOTICE OF SALE WILL GIVE YOU DETAILS ABOUT THE PROPERTY AND TERMS OF SALE.

BIDDERS SHOULD COME PREPARED TO IMMEDIATELY DEPOSIT FIVE PERCENT (5%) OF THEIR BID TO THE MASTER IN EQUITY IN CASH OR BY CERTIFIED CHECK.

THE MASTER DOES NOT PROVIDE MOBILE HOME TITLES AND IS NOT RESPONSIBLE FOR SUPPLEMENTAL ORDERS FOR THE HIGHWAY DEPARTMENT.

NEITHER THIS OFFICE NOR ITS STAFF GIVES LEGAL, FINANCIAL OR OTHER ADVICE. ANY INFORMATION OBTAINED FROM THIS OFFICE OR ITS STAFF, REGARDLESS OF FORM, SHOULD NOT BE TAKEN AS LEGAL OR FINANCIAL ADVICE. **PERSONS SEEKING TO PURCHASE PROPERTIES FROM FORECLOSURES OR OTHER SALES SHOULD OBTAIN INDEPENDENT ADVICE** AS TO VALUE, SUFFICIENCY OF TITLE, TAX CONSEQUENCES, OTHER LIENS, AND ALL OTHER MATTERS RELATED TO SAID PURCHASE. PERSONS INVOLVED IN LITIGATION SHOULD OBTAIN COUNSEL AND MAY NOT RELY ON ANY INFORMATION OBTAINED FROM THIS OFFICE AS LEGAL ADVICE.

DEFICIENCY – BIDDING WILL REMAIN OPEN FOR 30 DAYS. THE BIDDING WILL REOPEN ON NOVEMBER 5, 2025 @ 11:00 AM IN COURTROOM #4 OR #2.

*Links provided for informational purposes only.

CASE NO.	CAPTION	DESCRIPTION	TMS	NOTES
1. 2025-CP-39-00423	FREEDOM MORTGAGE CORPORATION V JEREMY B. MICHAEL	507 HUNTS BRIDGE RD., EASLEY, SC 29640	5143-03-02-3603	CANCELLED
2. 2025-CP-39-00398	US BANK N.A., V LOGAN WILLIAMS, ET AL	135 CATALPA TREE RD FKA 548 CONCORD CHURCH RD., PICKENS, SC 29671	4161-00-92-5047	**SPECIAL REFEREE SIMMONS**
3. 2025-CP-39-00278	CITIMORTGAGE, INC V WAYNE GANTT AKA J WAYNE GANTT	637 RAILROAD ST. PICKENS, SC 29671	4191-10-25-8593	DEFICIENCY DEMANDED
4. 2020-CP-39-00480	NEAL E. PFEIFFER V DON CULFF HOMES, INC., ET AL	103 WOODLAND CI., EASLEY, SC 29640	5029-13-13-5767	**SPECIAL REFEREE HUNT DEFICIENCY DEMANDED**

STATE OF SOUTH CAROLINA)

COUNTY OF Pickens)

Neal & Paulette Pfeiffer)
Plaintiff,)

vs.)

Maria Ferguson / Chris Petross)
Defendant.)

IN THE Court of Common Pleas

~~THIRTEENTH~~ JUDICIAL CIRCUIT

MOTION AND AFFIDAVIT TO
PROCEED IN FORMA PAUPERIS

FILE NO. 2020-CP-39-00480

Motion for Waiver of Costs and Fees

I, Chris Petross, am unable to pay the costs of filing and service in the present matter and request that the court waive the costs and allow me to proceed *in forma pauperis*.

Plaintiff submits the following financial declaration and affidavit in support of the above motion.

Address 103 Woodmoor Cir
Easley, SC 29640
Age 51
Occupation receiving
Employer Lowes
Employer Address Calhoun thru Hwy
Easley

<u>Gross Monthly Income</u>	<u>Amount:</u>
1) Earnings (attach recent pay stubs)	<u>1550</u>
2) Overtime	<u>-</u>
3) Social Security, VA Benefits, Workers' Comp or Disability (SSI)	<u>1425</u>
4) Unemployment	<u>-</u>
5) Alimony / Child Support (receiving)	<u>-</u>
6) Other (Specify) _____	<u>-</u>
Total Amount (Add lines 1-6):	<u>2975</u>

<u>Assets</u>	<u>Amount:</u>
1) Cash	<u>10</u>
2) Money in Bank Accounts (Checking & Savings)	<u>5⁰⁰</u>
3) IRA / 401k / Pensions	<u>-</u>
4) Other (Specify) _____	<u>-</u>
Total Amount (Add lines 1-4):	<u>15⁰⁰</u>

	Amount:
1) Rent / Mortgage	<u>600</u>
2) Utilities	<u>300</u>
3) Cell phone / Phone	<u>70</u>
4) Food	<u>150</u>
5) Child Support / Alimony (Paying)	<u>—</u>
6) Child Care	<u>—</u>
7) Car Payment	<u>—</u>
8) Car Operating Expenses (Insurance, gas, maintenance)	<u>300.00</u>
9) Clothing	<u>—</u>
10) Cable / Satellite TV / Internet	<u>—</u>
11) Medical / Dental / Vision Expenses	<u>150.00</u>
12) Medical / Dental / Vision Insurance	<u>300</u>
13) Credit Card / Loan Payments	<u>260.00</u>
14) Other (Specify) _____	<u>—</u>
Total Amount (Add lines 1-14):	<u>2130</u>

Sworn to before me this 4 day
Of October, 2025



Notary Public for South Carolina
My Commission Expires: 02/16/2028



Signature of Plaintiff

EXHIBIT D

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF PICKENS

THIRTEENTH JUDICIAL CIRCUIT

NEAL & PAULETTE PFEIFFER, Plaintiffs,

v.

DON CLUFF HOMES, INC.; THE M. FERGUSON GROUP, LLC; MARIA FERGUSON;
CHRISTOPHER PETTROSS, Defendants.

CASE NO.: 2020-CP-39-00480

AFFIDAVIT REGARDING FEBRUARY 13, 2025 IN-CHAMBERS DISCLOSURE AND JUDICIAL CONFLICT

D

Personally appeared before me the undersigned, who, being duly sworn, deposes and states as follows:

1. My name is Chris Pettross. I am over eighteen (18) years of age and competent to testify.
2. I am a defendant/petitioner in the above-captioned matter concerning the property located at 103 Woodland Circle, Easley, South Carolina 29640.
3. Prior representation. Adam Lambert of Lambert Heaton Cleveland, Attorneys at Law, previously represented me/us in this foreclosure matter. I/we paid a retainer of approximately \$10,000. Daniel E. Hunt, Esq., also represented me/us in 2019 (consultation only, retainer uncertain); 2023 (\$2,500 paid) with a retainer of approximately \$2,500.
4. On February 13, 2025, I/we attended an in-chambers conference in Pickens County in the presence of opposing counsel.
5. During that conference, I/we expressly informed Special Referee Daniel E. Hunt that he had previously represented me/us and that a retainer had been paid to him, and I/we asked if that was potentially any kind of conflict of interest?(In summary, audio recording of hearing confirms actual statement)

6. Mr. Hunt declined to recuse and continued presiding over the case. Thereafter, he issued an order denying our Rule 60(b)

7. File and refund issues. I/we did not receive our complete original client file or an unredacted signed contract from former counsel. A partial refund notation of \$458 was created by the former firm after Mr. Lambert's departure; no full accounting has been provided.

8. These facts are true and correct to the best of my knowledge and are offered to support our Emergency Motion to Stay the sale, vacate the void order, and transfer the case to a neutral judge.

D

FURTHER AFFIANT SAYETH NOT.

Chris Petross Date: 10/6/25 Signature
of Affiant

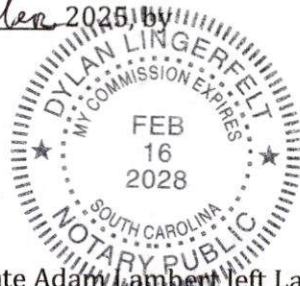
Printed Name: Chris Petross

JURAT (Notary)

STATE OF SOUTH CAROLINA)
COUNTY OF Pickens)

Subscribed and sworn to before me this 6 day of October 2025, by
Chris Petross

[Signature]
Notary Public for South Carolina
My Commission Expires: 02/16/2028



Note: Exhibit F - Email from Sean Hinton confirming the date Adam Lambert left Lambert Heaton Cleveland and notifying Petitioners - is attached separately as supporting documentation.

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

NEAL & PAULETTE PFEIFFER, Plaintiffs,

v.

DON CLUFF HOMES, INC.; THE M. FERGUSON GROUP, LLC; MARIA FERGUSON;
CHRISTOPHER PETTROSS, Defendants.

CASE NO.: 2020-CP-39-00480

**AFFIDAVIT REGARDING FEBRUARY 13, 2025 IN-CHAMBERS DISCLOSURE AND
JUDICIAL CONFLICT**

Personally appeared before me the undersigned, who, being duly sworn, deposes and states as follows:

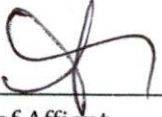
1. My name is Marin Ferguson I am over eighteen (18) years of age and competent to testify.
2. I am a defendant/petitioner in the above-captioned matter concerning the property located at 103 Woodland Circle, Easley, South Carolina 29640.
3. Prior representation. Adam Lambert of Lambert Heaton Cleveland, Attorneys at Law, previously represented me/us in this foreclosure matter. I/we paid a retainer of approximately \$10,000. Daniel E. Hunt, Esq., also represented me/us in 2019 (consultation only, retainer uncertain); 2023 (\$2,500 paid) with a retainer of approximately \$2,500.
4. On February 13, 2025, I/we attended an in-chambers conference in Pickens County in the presence of opposing counsel.
5. During that conference, I/we expressly informed Special Referee Daniel E. Hunt that he had previously represented me/us and that a retainer had been paid to him, and I/we asked if that was potentially any kind of conflict of interest?(In summary, audio recording of hearing confirms actual statement)

6. Mr. Hunt declined to recuse and continued presiding over the case. Thereafter, he issued an order denying our Rule 60(b)

7. File and refund issues. I/we did not receive our complete original client file or an unredacted signed contract from former counsel. A partial refund notation of \$458 was created by the former firm after Mr. Lambert's departure; no full accounting has been provided.

8. These facts are true and correct to the best of my knowledge and are offered to support our Emergency Motion to Stay the sale, vacate the void order, and transfer the case to a neutral judge.

FURTHER AFFIANT SAYETH NOT.



_____ Date: 10/6/25 Signature
of Affiant

Printed Name: Maria Ferguson

JURAT (Notary)

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

Subscribed and sworn to before me this 6th day of October, 2025, by
Maria Ferguson



Notary Public for South Carolina
My Commission Expires: 02/16/2028



Note: Exhibit F – Email from Sean Hinton confirming the date Adam Lambert left Lambert Heaton Cleveland and notifying Petitioners – is attached separately as supporting documentation.

EXHIBIT E

Affidavit – 2024 Tax Sale Notice Issues (Exhibit E) Filed under seal pursuant to Rule 41.1 SCRPC. Petitioners affirm that the 2024 tax sale notice was not properly received or served, and material misrepresentation led to loss of rights to redeem property. Exhibit F (Email from Sean Hinton re: Adam Lambert's departure) referenced.

E

E

EXHIBIT A



HIGH PERFORMANCE LAW™

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

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

240 Stoneridge Drive
Columbia, SC 29210

P.O. Box 8237
Columbia, SC 29202

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

A

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.

A

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

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

Clerk of Court Pickens County, SC
SEP 15 12:25 PM '23

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

10/11/23

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

A

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

A

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

A

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

A

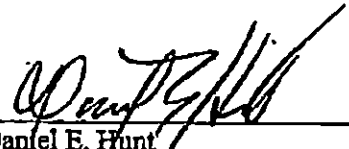
raised or should have been raised prior to the issuance of the Orders, and the dismissals of the appeals of those Orders means that there is no longer any justiciable controversy.

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

CONCLUSION

gk
#5

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. 17, 2025



CLEVELAND HINTON
ATTORNEYS

EXHIBIT B

August 26, 2024

B

VIA US MAIL

Maria Ferguson
103 Woodland Circle
Easley, SC 29640

**RE: Neal E. Pfeiffer and Paulette H. Pfeiffer v. Don Culff Homes, Inc., et al
C.A. No. 2020-DR-39-480**

Dear Maria,

Please see the enclosed Motion to be Relieved as Counsel filed today. We will send you notice when the Motion is scheduled to be heard in Pickens County Common Pleas.

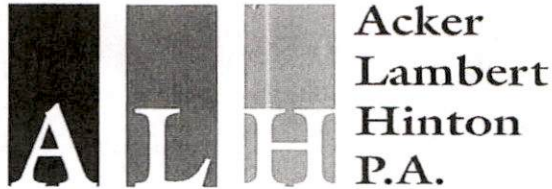
We have asked that the hearing be scheduled on September 11, 2024, the same time as the Defendants' Motion for Summary Judgment. We have also asked the Court to continue the Motion for Summary Judgment so that you will have time to hire counsel of your choosing.

Please confirm in writing if you consent to our firm being relieved as your counsel.

With kind regards, I am,

Sincerely,

Sean J. Hinton



Acker
Lambert
Hinton
P.A.

EXHIBIT B C

STANDARD FEES

Attorney(s) will charge client **\$300.00** per hour for their professional services. Time charged to client will include time spent researching law and facts, office conferences, telephone conferences, preparation of pleadings and correspondence, preparation of orders, affidavits, and other work made necessary by the particular facts of client's case and by law and rule controlling practice in the Court.

Acker Lambert Hinton, P.A. reserves the right to revise and increase their hourly rates provided for in the Fee Contract in the event representation continues beyond one (1) year from the date of this Fee Contract.

Attorney(s) **estimates** that the **total** fees which will be required in this case should fall in the range of **\$10,000.00 - \$12,500.00**. This is an estimate only, provided to the client for the purpose of the client's financial planning for litigation. Actual fees may be more or less than the range stated.

****Any additional fees, with cost, required by this contract are due within sixty (60) days of any scheduled trial****

COSTS

Cost of litigation include filing fees charge by the Court, cost for service of process, cost of obtaining copies of records from the Court or other sources, service of subpoenas, deposition expenses, extraordinary postage or copying costs, special postage (i.e. FedEx, overnight letters, certified letters), long distance telephone charges.

Attorney(s) estimates costs in this case to be in the range of **\$500.00 – 2,500.00**. Actual costs may be more or less than this amount.

Costs will be billed to client and immediate payment for costs expended by attorney for client is expected.

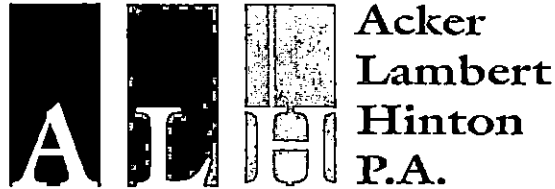
CLIENT'S RESPONSIBILITIES

Client agrees that he/she will keep Attorney(s) informed at all times of his/her current mailing address, telephone number, and a contact person in case of emergency.

Kenneth D. Acker, Esq. *
Adam B. Lambert, Esq.
Sean J. Hinton, Esq.
J. Baker Cleveland, Esq.
*Retired

859 Pendleton Street
PO Box 9
Pickens, South Carolina 29671

Telephone: (864) 878-1184
Facsimile: (864) 878-1020
www.ALHFirm.com



TH C

REPRESENTATION AND FEE AGREEMENT

This agreement is made Thursday, June 18, 2020 between **Acker Lambert Hinton P.A., Attorney**, and **Maria Ferguson and Christopher Petross, client**.

WORK TO BE DONE

I hereby authorize the firm of Acker Lambert Hinton P.A. to represent me in the following matter:

Pfeiffer v Ferguson et al. – 2020CP3900480

REQUIRED RETAINER

Rule 1.5 of the Rules of Professional Responsibility states:

That fee payments received by a lawyer before legal services have been rendered are presumed unearned and shall be held in trust. However, a nonrefundable retainer fee can be an availability fee which may be earned because the attorney(s) makes himself/themselves available to the client exclusive of the other business.

Please note that in your representation, the lawyer will consider the nonrefundable fee of **\$10,000.00 + COSTS** to have been immediately earned and in part considered an availability fee, and these funds will **not** be held in trust but will be deposited into the lawyer's operating account.

***Client agrees to pay \$5,000.00 upon the signing of this agreement and the remaining \$5,000.00 to be paid within 90 days.**

J Initial

These nonrefundable fees are subject to a refund only where the attorney fails to perform the agreed upon services. The client has the right to terminate the attorney/client relationship and discharge the attorney(s); and, the client may be entitled to a refund of all or a portion of the fee if the agreed upon legal services are not provided.

J Initial

Kenneth D. Acker, Esq. *
Adam B. Lambert, Esq.
Sean J. Hinton, Esq.
J. Baker Cleveland, Esq.
*Retired

859 Pendleton Street
PO Box 9
Pickens, South Carolina 29671

Telephone: (864) 878-1184
Facsimile: (864) 878-1020
www.ALHFirm.com



Handwritten initials and a circled 'C'.

STANDARD FEES

Attorney(s) will charge client **\$300.00** per hour for their professional services. Time charged to client will include time spent researching law and facts, office conferences, telephone conferences, preparation of pleadings and correspondence, preparation of orders, affidavits, and other work made necessary by the particular facts of client's case and by law and rule controlling practice in the Court.

Acker Lambert Hinton, P.A. reserves the right to revise and increase their hourly rates provided for in the Fee Contract in the event representation continues beyond one (1) year from the date of this Fee Contract.

Attorney(s) estimates that the **total** fees which will be required in this case should fall in the range of **\$10,000.00 - \$12,500.00**. This is an estimate only, provided to the client for the purpose of the client's financial planning for litigation. Actual fees may be more or less than the range stated.

****Any additional fees, with cost, required by this contract are due within sixty (60) days of any scheduled trial****

COSTS

Cost of litigation include filing fees charge by the Court, cost for service of process, cost of obtaining copies of records from the Court or other sources, service of subpoenas, deposition expenses, extraordinary postage or copying costs, special postage (i.e. FedEx, overnight letters, certified letters), long distance telephone charges.

Attorney(s) estimates costs in this case to be in the range of **\$500.00 – 2,500.00**
Actual costs may be more or less than this amount.

Costs will be billed to client and immediate payment for costs expended by attorney for client is expected.

CLIENT'S RESPONSIBILITIES

Client agrees that he/she will keep Attorney(s) informed at all times of his/her current mailing address, telephone number, and a contact person in case of emergency.

Kenneth D. Acker, Esq. *
Adam B. Lambert, Esq.
Sean J. Hinton, Esq.
J. Baker Cleveland, Esq.
*Retired

859 Pendleton Street
PO Box 9
Pickens, South Carolina 29671

Telephone: (864) 878-1184
Facsimile: (864) 878-1020
www.ALHFirm.com



~~CS~~ C

Client agrees to follow the instructions and advice of the Attorney(s), to make and keep appointments with Attorney(s) when circumstances demand immediate attention to client's case.

Client agrees to **truthfully** inform Attorney(s) of all facts pertinent to client's case. Client will pay bills presented by Attorney(s) within thirty (30) days, unless other arrangements are agreed upon by the parties in writing.

Client understands that violation of his/her responsibilities may result in Attorney(s) terminating their representation of client, with or without client's agreement.

THIS FEE AGREEMENT DOES NOT APPLY TO THE FEES AND COST OF AN APPEAL. THIS RETAINER AGREEMENT PERTAINS ONLY TO MATTERS PURSUED AT THE TRIAL COURT LEVEL.

[Signature] Initial

If the firm is representing you in more than one matter, then any unused retainer or fees paid by you in either matter may be applied to the other matter if unpaid balances are due in that matter.

[Signature] Initial

Client acknowledges receipt of a copy of this Fee Agreement, Thursday, June 18, 2020.

Attorney(s)

[Signature]

Maria Ferguson and Christopher Petross
Phone: ⁸⁶⁴ 640-8082
Address: 103 Woodland Cir
Eastley Sc 29640
Email: ferguson.m70@
yahoo.com

Kenneth D. Acker, Esq. *
Adam B. Lambert, Esq.
Sean J. Hinton, Esq.
J. Baker Cleveland, Esq.
*Retired

859 Pendleton Street
PO Box 9
Pickens, South Carolina 29671

Telephone: (864) 878-1184
Facsimile: (864) 878-1020
www.ALHFirm.com

Questions?

3 messages

C P <chrispettross@gmail.com>
To: Sean Hinton <sean@chlawsc.com>

Fri, Oct 11, 2024 at 6:55 AM

Good Morning Mr. Hinton.



Hopefully you are doing well after this hurricane?

I am curious to know if you might be able to tell me what specific dates Adam Lambert confirmed he was becoming a judge? Leaving the firm? What specific date he actually left and was considered no longer an attorney at the firm? If possible?

If you cannot? Are you able to tell me how I may find out these specifics, considering Adam was representing us in a case prior to his departure?

I truly appreciate any all information you might be able to provide us.

Thank You once again.
Chris Pettross and Maria Ferguson
864-991-5473

Sean Hinton <sean@chlawsc.com>
To: C P <chrispettross@gmail.com>

Fri, Oct 11, 2024 at 9:27 AM

Chris,

Mr. Lambert was appointed as the Master in Equity in approximately February of 2023. I believe he began his new role in June or July of 2023.

His last day with the firm was May 31, 2023.



CLEVELAND HINTON
ATTORNEYS

Sean J. Hinton, Esquire

Partner • Cleveland Hinton, P.A.

📞 864-878-1184 ✉ Sean@chlawsc.com

📍 859 Pendleton St., Pickens SC 29671

F.

CONFIDENTIALITY NOTICE: This message is being sent by or on behalf of a lawyer. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by telephone at (864) 878-1184 and delete all copies of this message. Thank you.

[Quoted text hidden]

C P <chrispettross@gmail.com>
To: Sean Hinton <sean@chlawsc.com>

Fri, Oct 11, 2024 at 2:42 PM

Thank You so very much for this information.


Have a great weekend
Chris Pettross

On Fri, Oct 11, 2024, 9:27 AM Sean Hinton <sean@chlawsc.com> wrote:

Chris,

Mr. Lambert was appointed as the Master in Equity in approximately February of 2023. I believe he began his new role in June or July of 2023.

His last day with the firm was May 31, 2023.

 A logo with a letter in a circle Description automatically generated

Sean J. Hinton, Esquire

Partner • Cleveland Hinton, P.A.

864-878-1184 Sean@chlawsc.com

859 Pendleton St., Pickens SC 29671

www.chlawsc.com

CONFIDENTIALITY NOTICE: This message is being sent by or on behalf of a lawyer. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print,

PSN: NOT9900012 PSN: 7690-13-000-5607



NEW RESIDENT:

To assist us in the prompt and accurate delivery of your mail, please fill in the information below:

THIS ADDRESS _____ APT.# _____
 NAME OF ALL RESIDENTS _____

1. _____ 4. _____
 2. _____ 5. _____
 3. _____ 6. _____

CHECK HERE IF YOU NEED A CHANGE-OF-ADDRESS FORM(S) PS3575 or submit your Change of Address via www.usps.com or by calling 1-800-ASK-USPS

Your mail cannot be forwarded from your old address without completing a change of address. A separate form must be completed for each last name. Thank You.

YOUR NEW POST OFFICE IS:

Complete the New Resident Card. Cut on dotted line and then leave this card in your mailbox

ATTENTION MAIL CARRIER

THIS ADDRESS IS CURRENTLY VACANT. DO NOT PLACE MAIL IN THIS BOX

VACANT

5/15/16
Please put a forward in.

We can not deliver to

vacant houses. I will

hold mail for weeks

from today's date.

Thank
You Carrier
Bob

by electronic filing to the Clerks of Court for Pickens County, Greenville County, and the Supreme Court of South Carolina.

/s/ Maria Ferguson

/s/ Christopher Pettross

EXHIBITS

Exhibit A – Order Denying Rule 60(b) Motion (Special Referee Daniel E. Hunt)

Exhibit B – Redacted/Unsigned Contract Copy (Disputed)

Exhibit C – Refund Log or Proof of Payment

Exhibit D – (Optional) Affidavit re: 2024 Tax Sale and Lack of Notice

Exhibit F – Email from Sean Hinton confirming the date Adam Lambert left Lambert Heaton Cleveland and notifying Petitioners.