

THE STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

APPELLATE CASE NO.: 2025-002085 (Lower Court Case No.: 2020-CP-39-00480)

Christopher Pettross and Maria Ferguson, Appellants,
v.

Jul 01 2026

WBL SPO II, LLC, Neal Pfeiffer, and Paulette Pfeiffer, Respondents.

APPELLANTS' CONSOLIDATED REPLY: SUBSTANTIVE JUSTICE OVER PROCEDURAL TECHNICALITY AND NOTICE OF MANDATORY SERVICE EXTENSIONS

Appellants Christopher Pettross and Maria Ferguson, appearing pro se, respectfully submit this Reply to the Respondent's Objection. Appellants prove through raw court logs, financial receipts, and sworn admissions that they were "legally silenced" and "structurally blinded" by officers of the court, making timely compliance with Rule 207, SCACR a legal and physical impossibility.

I. PRECISE LEGAL AUTHORITIES SUPPORTING RELIEF

1. THE 5-DAY POSTAL EXTENSION (Rule 26(c), SCACR / Rule 6(e), SCRCP): Under South Carolina law, whenever a party is required to do an act within a prescribed period after service of a paper, and the paper is served by mail, five (5) days shall be added to the prescribed period [Conversation History].
2. MANDATORY MAIL SERVICE (Rule 77(d), SCRCP): Because Appellants were pro se and excluded from the electronic system (Exhibit A), the Clerk of Court was mandatarily required to serve notice of every order by mail. Failure to do so tolls all deadlines.
3. JUDICIAL DISQUALIFICATION (Canon 3E(1), SC Code of Judicial Conduct): A judge must disqualify themselves if they served as a lawyer for a party in the matter in controversy [Conversation History].
4. EXTRINSIC FRAUD (Chewning v. Ford Motor Co., 354 S.C. 72): If fraud or conflict prevents a party from having a "real contest" in court, the judgment is a legal nullity and must be vacated.
5. UNAUTHORIZED PRACTICE OF LAW (Matrix Financial Services Corp. v. Frazer, 394 S.C. 134): Foreclosure is barred in equity if the lender bypassed the requirement for a licensed SC attorney to supervise the "Ink to Paper" closing [Conversation History].
6. DEBT TRAP, MORTAL TAIN, VOID AB INITIO
The Doctrine of "Mortal Taint" and Substance over form. Anatomy of a 19 Day- Debt Trap.

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II. THE ARGUMENT: GROUNDED EVIDENCE OF MISCONDUCT

1. The Judicial Conflict of Interest [EXHIBIT B]

Appellants have produced a Visa Debit receipt for \$2,500.00 dated 9/17/19 and a Fee Agreement signed by Daniel E. Hunt for "Civil Questions" regarding 103 Woodland Circle. Special Referee Daniel Hunt presided over and signed the foreclosure judgment on the ~~same~~ same property for which he was previously private counsel. Under ~~Canon~~ Canon 3E(1), this judgment is void.

2. The Structural Blackout and the Postal Rule [EXHIBIT A]

The court's Notice of Electronic Filing (NEF) log dated 12-13-2023 proves the "Consent Order" was served exclusively to Adam Lambert electronically. The log explicitly states Appellants ~~have~~ "have not been served electronically" and must be served by "traditional means" (USPS mail). WBL's attempt to enforce a 10-day window without the mandatory 5-day mailing extension is a misapplication of the law.

3. Jurisdictional Void: Suing Deceased Parties [EXHIBIT G]

Litigation continued against Dina Claire Culff and Donald Culff long after their deaths (April 2020 and February 2024, respectively). A deceased person lacks the legal capacity to be sued, and a suit must be brought against the Estate. The failure to substitute the parties renders the 2025 orders a legal nullity.

4. UPL and Document Tampering [EXHIBIT D]

The WBL Mortgage states it was "made" on Feb 28, 2020, but was notarized 8 days earlier on Feb 20, 2020. Brian Wade acted only as a Notary, while the documents were prepared by a Rhode Island firm in violation of SC law. Donald Culff admitted under oath he did not see an SC attorney at the closing [Conversation History].

APPELLANTS' LEGAL AUTHORITY INDEX

1. JUDICIAL CONFLICT OF INTEREST (EXHIBIT B)

- Law: SC Code of Judicial Conduct, Canon 3E(1) (Mandates a judge's disqualification if they served as a lawyer in the matter in controversy).
- Case: *Chewning v. Ford Motor Co.*, 354 S.C. 72 (2003) (Holds that a judgment obtained while an officer of the court is conflicted is a product of Extrinsic Fraud and is a legal nullity).

2. STRUCTURAL BLACKOUT & THE 5-DAY POSTAL RULE (EXHIBIT A)

- Law: Rule 26(c), SCACR and Rule 6(e), SCRCP (Mandates that five (5) days shall be added to the prescribed period when a party is served by mail) [395, Conversation History].
- Law: Rule 77(d), SCRCP (Requires the Clerk of Court to mail notice of the entry of an order to every party who is not an electronic filer).

- Case: **Bartles v. Livingston**, 282 S.C. 448 (Ct. App. 1984) (Establishes that a foreclosure decree is not binding if the party was denied a real contest due to notice failure).

3. UNAUTHORIZED PRACTICE OF LAW (UPL) (EXHIBIT D)

- Law: SC Code Ann. § 40-5-310 (Criminalizes the practice of law by non-lawyers and out-of-state entities, including the preparation of deeds and mortgages) [Conversation History].
- Case: **Matrix Financial Services Corp. v. Frazer**, 394 S.C. 134 (2011) (Specifically holds that a lender is barred from foreclosure in equity if the mortgage was obtained through UPL) [Conversation History].

4. JURISDICTIONAL VOID / SUING DECEASED PARTIES (EXHIBIT G)

- Law: Rule 25(a), SCRPC (Requirement for formal substitution of parties; a deceased person lacks the legal capacity to be sued) [Conversation History].
- Case: **Antrum v. Hartsville Prod. Credit Ass'n**, 228 S.C. 201 (1955) (Determines that jurisdictional defects in a foreclosure judgment constitute an insuperable bar to the proceeding).

5. "RENT-A-BANK" / TRUE LENDER USURY SCHEME (NARRATIVE)

- Law: SC Consumer Protection Code § 37-1-101 (Protects residential property from usury and unconscionable credit practices) [Conversation History].

6. ATTORNEY ABANDONMENT / EXCUSABLE NEGLECT (EXHIBIT C)

- Law: Rule 207(c), SCACR (Grants the appellate court the power to relieve a party of a failure to comply with transcript rules for excusable neglect).
- Case: **Global Client Solutions, LLC v. Osello**, 2016 MT 50 (Holding that ambiguous or misleading procedural circumstances created by more sophisticated parties must be resolved in favor of the non-drafting party).

7. LEGAL ARGUMENT: THE 100.6% APR LOAN AS A FRAUDULENT INSTRUMENT "VOID AB INITIO"

THE RAW EVIDENCE: ANATOMY OF A 19-DAY DEBT TRAP [EXHIBIT I]

III. TRANSCRIPTS DILIGENTLY ORDERED

Appellants require the transcripts from the following hearings, which they have moved with diligence to acquire as of April 3, 2026, upon finally gaining access to the record:

•Hearings Ordered: 01/19/2021, 12/01/2022, 09/11/2024, 10/18/2024, 12/06/2024, 12/15/2024, 02/25/2025, 04/07/2025, 07/24/2025, 08/29/2025, and 09/15/2025.

CONCLUSION

Respondent seeks to use a procedural technicality to hide Extrinsic Fraud. Appellants acted with high urgency once notice was finally received. Because the underlying judgment is within the 10-day deadline was subject to the ~~10-day~~ 5-day mailing extension, the transcript must be allowed.

RESPECTFULLY SUBMITTED,

Christopher Pettross, Appellant Pro Se
103 Woodland Cir, Easley, SC 29640 Phone: 864-991-5473

Jul 01 2026

Maria Ferguson, Appellant Pro Se
103 Woodland Cir, Easley, SC 29640 Phone: 864-991-5473

Date: July 1, 2026

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Reply and Exhibits A, B, C, D, G, H and I has been served upon the following counsel by depositing the same in a USPS mailbox, by hand, with first-class postage prepaid, on this 1st day of July, 2026:

1. John S. Kay, Esq. (SC Bar #7914) Hutchens Law Firm LLP, 240 Stoneridge Drive, Suite 400, Columbia, SC 29210~~(cc)(cc)~~

2. Matthew D. McCord, Esq. (SC Bar #79030) McCord Law Firm, LLC, 109 East North Street, Greenville, SC 29601~~(cc)(cc)~~

3. Brian Keith James, Esq. (SC Bar #11215) Brian K. James, LLC, P.O. Box 93, Easley, SC 29641~~(cc)~~

4. Demetri K. Koutrakos, Esq. (SC Bar #11318) Callison Tighe & Robinson, LLC, P.O. Box 1390, Columbia, SC 29202~~(cc)~~

5. Sean J. Hinton, Esq. (SC Bar #100123) Cleveland Hinton Attorneys, P.O. Box 9, Pickens, SC 29671~~(cc)(cc)~~

Signed: _____

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SC Court of Appeals

VERIFYING STATEMENT

I, the undersigned, declare under penalty of perjury under the laws of South Carolina that the foregoing is true and correct to the best of my knowledge, and that the attached exhibits are true copies of original records and court logs.

July 1, 2026

Christopher Pettross / Maria Ferguson
- Pro Se

Consolidated Reply and Rule 240 Motion: Pettross v. WBL

The Appellants, Christopher Pettross and Maria Ferguson, appearing *Pro Se*, submit this Consolidated Reply and Motion for Relief under Rule 240 of the South Carolina Appellate Court Rules. This matter arises from a systemic predatory lending scheme executed by World Business Lenders (WBL). The Appellants seek to vacate prior judgments and stay further enforcement actions based on documented extrinsic fraud and the fundamental illegality of the underlying contract. This litigation is strictly limited to the conduct of the Appellants and the Respondent, WBL, regarding a specific credit instrument designed to bypass South Carolina consumer protections and judicial oversight.

The following facts are established by the record and the documented history of the transaction:

1. **Principal Indebtedness:** The Appellants were induced into a purported loan agreement with WBL for a principal amount of \$128,000.
2. **Usurious Interest Rate:** WBL applied a "wrecking ball" interest rate of 100.6% APR to the principal balance.
3. **Accelerated Default Timeline:** The Respondent triggered a default and foreclosure process between **February 28 and March 9, 2020—an aggressive window of only 19 days.**
4. **Judicial Conflict of Interest:** Special Referee Dan Hunt presided over the adjudication of this matter while maintaining a \$2,500 financial relationship with WBL.

3. Legal Argument I: Extrinsic Fraud and Judicial Conflict

The adjudication of this case was fundamentally compromised by a direct financial conflict of interest involving Special Referee Dan Hunt. The undisclosed \$2,500 relationship between the Referee and WBL constitutes extrinsic fraud, as it prevented the Appellants from receiving a fair and impartial hearing. In South Carolina, the integrity of the judicial process is not a mere suggestion; it is a mandatory prerequisite for any valid judgment. "A fair and impartial judiciary is the hallmark of the South Carolina legal system. Every litigant is entitled to nothing less than the cold neutrality of an impartial judge who possesses no financial or personal interest in the outcome of the proceeding." By presiding over a matter in which he held a financial stake in the Respondent, the Referee deprived the Appellants of their due process rights. Such a conflict taints the entirety of the proceedings, rendering the resulting judgment a product of fraud upon the court.

4. Legal Argument II: Predatory Lending as a "Wrecking Ball" Model

The **100.6% APR** interest rate applied by WBL is a "**Debt Trap by Design.**" This specific rate is not a reflection of market risk but a structural "wrecking ball" intended to ensure the Appellants' failure. In a high-rate, high-default model, payments are strategically siphoned away from the principal and directed toward interest, creating an inescapable "debt treadmill." While typical

high-cost lending models reach a "Profit Point" between 14 and 19 months—at which point the lender has recovered the principal while the borrower has made no progress on the debt—WBL's 19-day default window represents an even more predatory escalation. This timeline is a direct manifestation of "originate-to-distribute" risk. Because WBL's business model decouples lender profit from the borrower's long-term success, WBL is incentivized to move toward default and collateral seizure in under three weeks. This ensures that the lender extracts value through the borrower's immediate distress rather than through sustainable repayment.

7. Legal Argument III. Felony Unauthorized Practice of Law (UPL)

WBL's operations in South Carolina constitute the Felony Unauthorized Practice of Law. The creation and execution of these complex, high-rate instruments were designed specifically to circumvent South Carolina's judicial oversight and regulatory standards. By engineering a "wrecking ball" business model that functions as a legal stratagem to bypass the protections of the Bar and the Bench, WBL has crossed the threshold from lending into the unauthorized practice of law. The following table contrasts mainstream lending standards with the documented conduct of WBL:

Feature	Mainstream Lending Standards	WBL Documented Conduct
Annual Percentage Rate (APR)	Market rates based on risk	100.6% APR (Void as Public Policy)
Default Window	Extended cure periods/workout options	19-Day Accelerated Window
Payment Allocation	Gradual amortization of principal	Interest-heavy "Debt Treadmill"
Ability-to-Repay Checks	Dodd-Frank compliant underwriting	Little to no regard for borrower's ATR

8. Rule 240 Motion for Relief

MOTION FOR RELIEF UNDER RULE 240, SCACR Pursuant to Rule 240 of the South Carolina Appellate Court Rules, the Appellants, Maria Ferguson and Christopher Pettross, formally move this Court to set aside the prior judgment in its entirety. This motion is predicated on the combination of Extrinsic Fraud stemming from the Referee's financial conflict and the underlying illegality of a contract that is void *ab initio* due to its predatory nature. The harm inflicted upon the Appellants is not merely financial; it is physiological and systemic. The "wrecking ball" model has subjected the Appellants to significant "allostatic load"—the biological wear and tear on the body caused by chronic, compounding stress. This stress manifests in elevated C-reactive protein levels, a documented marker of inflammation, anxiety, and long-term cardiovascular risk. The Respondent's conduct has caused severe physical and emotional turmoil, weaponizing debt to strip assets and compromise the health of South Carolina citizens.

9. Conclusion and Prayer for Relief

Judicial intervention is necessary to dismantle the debt treadmill created by WBL and to rectify a legal process marred by financial conflict. The "wrecking ball" model is a threat to the public policy of this State and the integrity of its courts. The Appellants respectfully request that this Court:

1. Set aside and void the prior judgment *ab initio* ;
2. Stay all further enforcement and foreclosure actions; and

EXHIBIT
B



Physical Address:
502 NORTH A. STREET
RASLEY, SOUTH CAROLINA 29640
DANIEL E. HUNT

Mailing Address:
POST OFFICE BOX 887
RASLEY, SOUTH CAROLINA 29641-1887
TELEPHONE (844) 959-7127
FACSIMILE (844) 959-2434

FEE AGREEMENT

CLIENT NAME: Maria Ferguson

CLIENT AGREES TO PAY THE FOLLOWING:

(X) CLIENT AGREES TO PAY ATTORNEY'S FEES

Attorney hourly rate is \$300.00 per hour, associate attorney hourly rate is \$200.00, senior paralegal hourly rate is \$150.00, and paralegal hourly rate is \$100.00 per hour.

(X) CLIENT AGREES TO PAY ALL COSTS INVOLVED UPON RECEIPT OF INVOICE

(Court costs, filing fees, deposition fees, process server fees, copying charge, etc.)

(X) NON-REFUNDABLE RETAINER OF \$5,000 with \$2,500.00 being paid today TO BE APPLIED TO BILL as follows: the remaining balance of \$2,500.00 shall be paid on or before September 25, 2019.

A retainer immediately credited to client's account with the scope of representation as follows: attorney and paralegal services covering preparation of pleadings, arrangement for service, attendance at hearing(s), order preparation, discovery, conferences, any and all correspondence, e-mails to/from client, opposing attorney, judges, etc., and negotiations as necessary.

If given a retainer payment plan, Client understands that if any payment is more than five (5) days late, Attorney Hunt reserves the right to be relieved as counsel.

I understand that the Law Office of Daniel E. Hunt has an office policy that should any client exceed an outstanding balance of \$1,500.00 our office shall request that you as our client execute a consent motion and order to relieve.

() FIXED FEE OF \$_____ FOR THE FOLLOWING SERVICES:

() CONTINGENT FEE OF _____ PERCENT OF VERDICT OR SETTLEMENT AGREEMENT

() CONSULTATION FEE OF \$100.00 with Daniel E. Hunt, Esq. is due at time of consultation.

() MONTHLY BILLING ARRANGEMENT - Should the services exceed the retainer charge, invoices will be forwarded to the client to be paid within ten days of receipt. Client understands that if any payment is more than five (5) days late, Attorney Hunt reserves the right to be relieved as counsel.

() FEES DUE UPON COMPLETION

(X) FEES DUE AT THE TIME SERVICES RENDERED

BILLING EXAMPLE

Our office bills legal work in increments of quarter hours and some examples of billing follow:

Minimum Charge for letter/e-mail .25

Minimum Charge for conference .50

Minimum Charge for telephone conference .25

If we are charging at \$300.00/hour, a minimum charge for a letter (.25 x \$300.00) will cost \$75.00.

This agreement does not include the fees and costs of an appeal or a Rule to Show Cause Action.

UNDERSIGNED AGREES TO PAY ALL BILLS WITHIN THIRTY DAYS OF DATE OF STATEMENT, AND IF NOT, TO PAY 18% PER ANNUM INTEREST ON ANY UNPAID BALANCE.

FURTHER/HER, CLIENT AGREES TO THE FOLLOWING TERMS:

1. Daniel E. Hunt reserves the right to terminate this attorney/client relationship for non-payment of fees or costs and or the following:

In the event that the client fails or refuses to follow the advice or recommendations of the attorney, the client agrees that such failure or refusal shall be good cause for attorney to withdraw from representations and client his/herby consents to such withdrawal under such circumstances. At the attorney's discretion, he/she will have the right to withdraw if this/her has been an irretrievable breakdown of the attorney/client relationship or a material breach of the terms of this retainer agreement or if client has misrepresented or failed to disclose material facts to attorney or for failure to pay outstanding balance when due. I acknowledge, understand and agree the attorney shall have the right to withdraw as my counsel in this matter.

I agree to keep the firm informed of my current address and telephone number at all times and to report promptly any changes in my address or telephone number(s) and understand failure to do so is grounds for termination of this agreement by my attorney.

Lying to attorney by client will be grounds for immediate dismissal as a client. Intentional and willful failure to respond truthfully to questions asked by the attorney is considered lying for dismissal purposes. Additionally, intentional and willful omissions regarding pertinent facts of client's case will be grounds for immediate dismissal as a client.

Notification of such withdrawal shall be made in writing. To that end, I specifically agree to sign a Consent Order so releasing Daniel E. Hunt, Esquire, from further/her representation on my behalf his/her, in the event of such withdrawal, I agree to promptly pay the attorney for all services rendered by the firm and all this/her fees, charges and expenses incurred prior to the date of withdrawal.

Attorney shall have the right to withdraw in the unlikely event that the client is verbally abusive to the attorney and/or the attorney's staff.

Upon any such termination of this representation for any reason, by this/her myself or the attorneys, the attorneys agree to cooperate with any successor attorneys to accommodate the smooth transition of the representation. In addition, before I can retrieve my file, I understand and agree to pay all fees and costs that are outstanding on my account to Daniel E. Hunt, Esquire. I also understand and agree to give Daniel E. Hunt, Esquire, sufficient time (10 days) to make copies of my file before returning my file to me, his/her via, hard copies, electronically, and/or digitally.

2. Daniel E. Hunt shall require that client replenish the retainer fee or his/her security within ninety (90) days of the request that Daniel E. Hunt deems sufficient to cover the work remaining on client's case for reasons such as:

- a. The initial retainer fee has been exhausted.
- b. My account has become more than thirty (30) days in arrears.
- c. My case has been scheduled for trial and an additional retainer is necessary to cover trial preparation or discovery has become complex and additional time is necessary i.e. formal interrogatories or depositions.

3. Client agrees to pay all costs and expenses incidental to the preparation of client's case including, but not limited to filing fees, court reporter charges, legal research, service of process, facsimile transmissions, messenger and courier services, travel, accounting and valuation fees, appraisals, deposition fees, private investigator fees and this/her related costs. Cost(s) of expert witness(es) and investigative services, if any, will be the sole responsibility of the client, and I understand that attorney shall not advance these expenses. I authorize Daniel E. Hunt to incur such expenses as they deem necessary and to postpone action on my case until I have deposited sufficient funds to cover such expenses. If I fail to do so, I shall hold Daniel E. Hunt harmless concerning the consequences resulting from the lack of such services.

4. Client understands that if he/she opts to terminate the services of Daniel E. Hunt, all outstanding sums due will remain due and any retainer fees not used in full will not be refunded since the members of this firm have made themselves available to client and have been precluded from representing client's spouse.

5. Client understands that this contract does not require Daniel E. Hunt to undertake or defend any rule to show cause actions, appeals or collateral or subsequent action. If any matter mentioned his/her herein is necessary, the attorney and client shall decide if this law firm shall take the case on behalf of client, then a separate attorney retainer agreement must be executed.

6. Client authorizes Daniel E. Hunt to act as his attorney. Client authorizes the Law Office of Daniel E. Hunt to obtain any and all information necessary to the disposition of this case and agrees to cooperate in every respect.

7. Client understands that no advice is given by Daniel E. Hunt regarding tax consequences and that client should seek tax information elsewhere.

8. Client understands that the Law Office of Daniel E. Hunt uses electronic communications as its primary form of communications. Client further understands and consents to the Law Office of Daniel E. Hunt using the email address provided, whether it is personal or work related. As such, I do ☒ or do not ☐ consent to the use of electronic communications as the primary source of communications between myself and the Law Office of Daniel E. Hunt.

9. Client assumes primary liability for payment of total fees and costs. If the court orders the opposing party to pay part or all of client's attorney's fees, amounts received will be credited to client's account and any excess at the time of the final bill will be refunded to client.

10. Should client receive any cash property settlements as part of this litigation, client agrees to have money deposited into our escrow account and authorizes Daniel E. Hunt to pay any balance due us out of this money before transferring the balance to client.

11. Should withdrawal by counsel become necessary under any of the terms of this agreement, client agrees to cooperate with the all necessary documentation and filings to facilitate such withdrawal. As such, Client shall agree to execute the attached Consent Order Relieving Mr. Hunt simultaneously as the execution of this agreement and understands that upon proper notice to him/his/her, Mr. Hunt shall file the Consent Order with the Clerk of Court.

12. I have been advised that the services of an associated attorney, public accountant, Certified Public Accountant, personal property and/or real estate appraisers, physicians and/or other experts, may be necessary and beneficial to the prompt, expeditious and efficient handling of my cause of action. Subsequent to the receipt of this advice, I authorize the hiring of such experts as may be deemed necessary by the

attorneys, provided, however, that the attorneys agree to obtain my prior approval before incurring other fees, fully understanding that if I do not authorize the same, although advised to the contrary by the attorneys, I hold the attorneys harmless concerning the lack of such service.

12. I his/herby authorize the attorney to handle my case as is deemed fit and necessary, and I understand that I will be kept informed of the progress of my case. I authorize Daniel E. Hunt to delegate any portion or portions of my case to other attorneys or paralegal in the firm to assist in the preparation and trial of my case as may be directed by the attorney. I understand that substantial assistance by paralegal personnel will be utilized in the preparation and/or trial of my case.

13. I have been advised that the Law Office of Daniel E. Hunt shall maintain a hard copy of my file for seven (7) years. After seven (7) years, the file will be destroyed and any and all information I may need from said file would have to be obtained at the Clerk of Court.

14. I acknowledge and understand that it is unethical for the Law Office of Daniel E. Hunt to discuss my case with any third party (spouse, parents, children, etc.) not related to the action without my written consent. I acknowledge that should I wish for someone other than I to receive the information I will have to provide the Law Office of Daniel E. Hunt with written consent to include the person's name, telephone number(s) and mailing address.

15. I acknowledge and agree that this contract, which provides for services by the attorney to be performed in the State of South Carolina, is subject to and governed by the laws of the State of South Carolina.

16. I acknowledge by execution his/hereof, that the foregoing contractual agreement has been fully explained to me; and that I acknowledge and understand that this is a binding contract between myself and the LAW OFFICES OF DANIEL E. HUNT, P. A., 502 North A Street, Post Office Box 887, Easley, South Carolina 29641-0887.

It is expressly understood and agreed that representation by the attorney will not commence until this Agreement has been executed and I have paid in full the retainer fee quoted by the attorney.

FURTHIS/HER, this is the only fee agreement between the parties and may only be modified by subsequent, signed written agreement. Client has received, read, and understands the fee policy of this office.

DATED: 9/17/19

BY: _____

BY: _____

Daniel E. Hunt
Attorney at Law

Law Offices of
David E. Hunt, P.A.
202 N. A St.
Fort Lauderdale, FL 33301
954-575-0000

07/11/2010 10:00 AM

Sale

Trans #: 2 Batch #: 186

VIEW ***** 0000

AMOUNT: \$2500.00

Group: 1
Code: 000000
Lot #: 0000000000
CVV: 0000000000

App Name: A.C.V. DEBIT
ATM: 0000000000
CVV: 0000000000
Exp: 00/00

* Merchant is not responsible for
receipts, goods, and
obligations of the
merchant, and the
merchant is not responsible for

07/11/2010 10:00 AM

MERCHANT COPY

EXHIBIT C

Acker Lambert Hinton, P.A.

Attorneys at Law

859 Pendleton St. PO Box 9

Pickens, SC 29671

Phone: 864-878-1184 | Fax: 864-878-1020

PRE-BILL

Maria Ferguson

Invoice Date September 11, 2024

Invoice Number Pre-bill

Invoice Amount \$9,508.40

Matter: Pfeiffer v Ferguson et al

Attorney's Fees

6/18/2020	Initial Meeting with Client	A.B.L.	0.70	No Charge
6/24/2020	Review of Summons and Complaint w. Exhibits	A.B.L.	2.50	\$750.00
7/8/2020	Drafting of Answer, Counterclaim, Crossclaim	A.B.L.	1.50	\$450.00
7/22/2020	Finalizing and filing of Answer, Counterclaim, & Crossclaim	A.B.L.	0.80	\$240.00
7/22/2020	Initial Review of Culff Answer and Counterclaim	A.B.L.	0.50	\$150.00
8/5/2020	Initial Review of Culff's Answer to Crossclaim	A.B.L.	0.50	\$150.00
8/20/2020	Initial Review of Reply to Defendant's Culff Counterclaim	A.B.L.	0.50	\$150.00
8/28/2020	Review of Affidavit of Default: World Business Lenders LLC	A.B.L.	0.30	\$90.00
9/22/2020	Review of Motion to Set Aside Default	A.B.L.	0.30	\$90.00
1/15/2021	Motion to set aside Default - Motion Hearing Prep	A.B.L.	0.50	\$150.00
1/19/2021	Motion Hearing Prep & Attendance - Motion to set aside Default	A.B.L.	0.90	\$270.00
1/21/2021	Review Form 4 from Motion Hearing (1.19.21)	A.B.L.	0.20	\$60.00
2/3/2021	Review of Answer of World Business Lenders LLC	A.B.L.	1.50	\$450.00
4/16/2021	Review of Consent Order to Intervene	A.B.L.	0.20	\$60.00
4/30/2021	Review of WBL Answer	A.B.L.	1.30	\$390.00
5/28/2021	Review of Answer/Amended Answer (WBL	A.B.L.	0.60	\$180.00

	SPO I)			
6/22/2021	Initial Review of Plaintiff's Discovery Requests	A.B.L.	1.70	\$510.00
6/28/2021	Review of Reply to Counterclaim (Pfeiffer)	A.B.L.	0.50	\$150.00
7/8/2021	Drafting - Reply to Counterclaim from WBL	A.B.L.	1.50	\$450.00
7/20/2021	Finalizing and filing - Reply to WBL counterclaim	A.B.L.	0.80	\$240.00
7/21/2021	Research/Drafting/Complying of Discovery Responses to Plaintiff	A.B.L.	2.50	\$750.00
10/20/2022	Deposition Preparation - Donald Culff	A.B.L.	0.50	\$150.00
11/3/2022	Deposition Attendance - Donald Culff (Travel to and from and attendance)	A.B.L.	7.10	\$2,130.00
11/8/2022	Review of Motion for Summary Judgment and Affidavits w. Exhibits	A.B.L.	1.20	\$360.00
11/28/2022	Review of Consent Order	A.B.L.	0.20	\$60.00
12/1/2022	Review of Status Conference Form	A.B.L.	0.20	\$60.00
12/5/2022	Review of Notice/Slay due to Bankruptcy as to Donald Culff	A.B.L.	0.20	\$60.00
12/19/2022	Review of Donald Culff's Deposition Transcript	A.B.L.	0.70	\$210.00
4/6/2023	LTR - Informing Client of MIE Appointment	A.B.L.	0.20	No Charge
4/18/2023	Review of Order/Restore Case to active docket	A.B.L.	0.20	\$60.00
SUBTOTAL			30.30	\$8,820.00

Costs

11/16/2022	Deposition Transcript Cost - Donald Culff			\$688.40
SUBTOTAL				\$688.40

Invoice Summary

TOTAL	\$9,508.40
PREVIOUS BALANCE (CREDIT)	(\$10,000.00)
CURRENT BALANCE (CREDIT)	(\$491.60)

Acker Lambert Hinton, P.A.

859 Pendleton St. PO Box 9

Pickens, SC 29671

Phone: 864-878-1184 | Fax: 864-878-1020

ACCOUNT STATEMENT

Prepared for:
Maria Ferguson

Previous Invoice Amount	\$0.00
Last Payment Received	\$10,000.00
Previous Balance	(\$10,000.00)
Current Charges	\$9,508.40
Total Due	(\$491.60)

RE:
Pfeiffer v Ferguson et al



World Business Lenders
WE LEND. YOU GROW.

EXHIBIT D

05/01/2024

Account ID: [REDACTED]

Maria Ferguson dba The M. Ferguson Group
103 Woodland Circle
Easley, SC 29640

As of 05/31/2024 the payoff amount for Account [REDACTED] is as follows:

	<u>5/1/2024</u>	<u>5/31/2024</u>
Principal	\$127,617.13	\$127,617.13
Interest	\$528,533.33	\$539,085.23
NSF Fees	\$245.00	\$245.00
Prepayment Premium	\$115,280.11	\$115,280.11
Collection Fees	\$33,766.19	\$33,766.19
Escrow Balance	\$0.00	\$0.00
Total Due	\$805,441.76	\$815,993.66
Per Diem	\$351.73	

Debtors: For
1001 9th Street
P.O. Box 30771
Cincinnati, OH 45209-0771
Phone #: 800 833 5778

Prepared By
World Business Lenders, LLC
CINCY OH
P.O. Box 479
Cleveland, NY 10523

Inst # 202016317 DocType: M/ASSGN Page 1 of 3
BKM:5743 PG:69 10/05/2020 at 02:34:51 PM
Fee: \$19.00
PAUL MCGUFFIN REGISTER OF
DEEDS PICKENS CO., SC

ASSIGNMENT OF MORTGAGE



FOR VALUABLE CONSIDERATION World Business Lenders, LLC whose address is P.O. Box 479, Elmwood, NY, 10523, the sole owner and holder of the mortgage dated 02/28/2020, from The M. Ferguson Group LLC to World Business Lenders, LLC securing a loan in the amount of One Hundred Twenty Six Thousand dollars and Zero cents (\$126,000.00), which mortgage was recorded on 03/03/2020 in Book: 5817 Page: 189 Instrument No: 202003166 of the records of the Office of Pickens Register of Deeds for Pickens County, South Carolina, does hereby transfer, assign and set over the same with the Note which it was given to secure unto WBL SPO I, LLC whose address is P.O. Box 479, Elmwood, NY, 10523 its successors and assigns.

THIS MORTGAGE HAS NOT BEEN ASSIGNED.
Description/Additional Information: See attached Schedule A.

IN WITNESS WHEREOF, World Business Lenders, LLC by Elliot Pratt has caused its Corporate Seal to be hereunto affixed on 09/16/2020.

World Business Lenders, LLC

(Assignor)

By: Elliot Pratt

As: Managing Director

Witness: Anika Pratt

Witness: Scott Swick



IN WITNESS WHEREOF, this Mortgage has been duly executed on the day and year first above written.

MORTGAGOR: The M Ferguson Group LLC

By:

Name: Maria E. Ferguson
Title: Solo Member

In the presence of

Jack R Wynn III
JACK R WYNN III
1st Unofficial Witness

Brian S. Wade
BRIAN S. WADE
2nd Unofficial Witness

STATE OF SC)
COUNTY OF PICKENS) SS:

The foregoing instrument was acknowledged before me this 2/20/20 by Maria E. Ferguson, the Sole Member of The M Ferguson Group LLC a South Carolina sole proprietorship, on behalf of the sole proprietorship.



Brian S. Wade
NOTARY PUBLIC
(Seal) BRIAN S. WADE

My commission expires: 10-10-28

Business Entities Online

File, Search, and Retrieve Documents Electronically

EXHIBIT G

DON CULFF HOMES, INC.

Corporate Information

Entity Id: 00072811

Entity Type: Corporation

Status: Forfeited

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 06/10/2007

Expiration Date: 2010

Renewal Date: 2010

Reinstatement Date: 06/10/2007

Registered Agent

Agent: DONALD W. CULFF

Address: 304 HOPEWELL RIDGE
ANDERSON, South Carolina 29621

Official Documents On File

Filing Type	Filing Date
Forfeiture	02/01/2007
Incorporation	06/10/2007

For filing questions, please call 803-734-7354

Copyright © 2007 South Carolina Secretary of State

EXHIBIT
1

Exhibit
H

CERTIFICATE OF SERVICE

SOCA 230 TRANSCRIPT (PQ1.PAI)

1. The first part of the transcript discusses the importance of the SOCA 230 course. It mentions that this course is a required part of the curriculum for students pursuing a degree in the field of Social Communication. The transcript highlights the role of the instructor in facilitating the learning process and ensuring that students gain a comprehensive understanding of the subject matter.

2. The second part of the transcript focuses on the specific topics covered in the course. It lists various concepts and theories related to social communication, such as the development of language, the role of non-verbal communication, and the impact of social context on communication. The transcript also mentions the use of case studies and practical exercises to enhance students' understanding of these concepts.

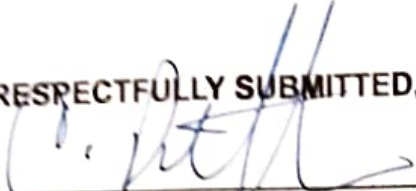
3. The third part of the transcript discusses the assessment methods used in the course. It mentions that students are evaluated through a combination of written exams, class participation, and the completion of assignments. The transcript emphasizes the importance of regular attendance and active participation in class discussions to ensure successful learning outcomes.

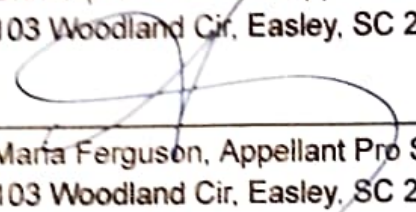
4. The final part of the transcript provides information about the resources available to students. It mentions the availability of textbooks, lecture notes, and online materials. The transcript also mentions the support services provided by the institution, such as tutoring and academic advising, to help students succeed in their studies.

CONCLUSION

Respondent seeks to use a procedural technicality to hide Extrinsic Fraud. Appellants acted with high urgency once notice was finally received. Because the underlying judgment is within the 10-day deadline was subject to the ~~10-day~~ 5-day mailing extension, the transcript must be allowed

RESPECTFULLY SUBMITTED,


Christopher Pettross, Appellant Pro Se
103 Woodland Cir, Easley, SC 29640 Phone: 864-991-5473


Maria Ferguson, Appellant Pro Se
103 Woodland Cir, Easley, SC 29640 Phone: 864-991-5473

7/17/26
Jul 01 2026

RECEIVED

Jul 17 2026

SC Court of Appeals

Date: July 1, 2026

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Reply and Exhibits A, B, C, D, G, H and I has been served upon the following counsel by depositing the same in a USPS mailbox, by hand, with first-class postage prepaid, on this 1st day of July, 2026:

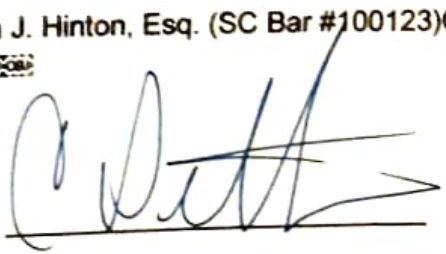
1. John S. Kay, Esq. (SC Bar #7914) Hutchens Law Firm LLP, 240 Stoneridge Drive, Suite 400, Columbia, SC 29210 ~~causa~~

2. Matthew D. McCord, Esq. (SC Bar #79030) McCord Law Firm, LLC, 109 East North Street, Greenville, SC 29601 ~~causa~~

3. Brian Keith James, Esq. (SC Bar #11215) Brian K. James, LLC, P.O. Box 93, Easley, SC 29641 ~~causa~~

4. Demetri K. Koutrakos, Esq. (SC Bar #11318) Callison Tighe & Robinson, LLC, P.O. Box 1390, Columbia, SC 29202 ~~causa~~

5. Sean J. Hinton, Esq. (SC Bar #100123) Cleveland Hinton Attorneys, P.O. Box 9, Pickens, SC 29671 ~~causa~~

Signed:  7/17/26