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OCT 09 2026

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA

In the Supreme Court

ON PETITION FOR WRIT OF CERTIORARI TO THE COURT OF APPEALS

APPEAL FROM RICHLAND COUNTY

Stephanie N. Lawrence, Master-in-Equity

Lower Court Case No. 2024-CP-40-05584

Court of Appeals Case No. 2026-001485

Supreme Court Case No. _____

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SC Court of Appeals

U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial

Capital Loan Trust 2023-1,

Plaintiff/Respondent,

v.

V&M Properties of S.C., LLC; Deshandria Cruse; V&M S.C., LLC; Point Arcadia

Horizontal Property Regime, Inc.; Palmetto Citizens Federal Credit Union; and Nancy

Cooper f/k/a Nancy Vance Ashmore,

Defendants,

Ex Parte: Dr. Michael A. Addison,

Petitioner.

PETITION FOR WRIT OF CERTIORARI TO REVIEW THE DECISION OF THE
COURT OF APPEALS AND SUPPORTING MEMORANDUM

PRELIMINARY STATEMENT

Petitioner Dr. Michael A. Addison, appearing pro se, respectfully petitions this Court under Rule 242, SCACR, for a writ of certiorari to review the Court of Appeals' July 21, 2026 order dismissing his appeal as moot and its September 11, 2026 order denying rehearing. The petition is timely because rehearing was finally denied on September 11, 2026, and this petition is being served and filed within thirty days as required by Rule 242(c), SCACR.

This case does not ask the Supreme Court to declare Petitioner the owner of Unit Q-190 on an undeveloped record. It asks whether the Court of Appeals could dismiss as moot an appeal from the denial of intervention and a writ of assistance directed against an unserved nonparty when practical relief remained available, including restoration of possession, reversal of the denial of intervention, limitation of the writ, remand for a plenary hearing, and review of the statutory undertaking imposed as a condition of supersedeas.

Review is warranted because the dismissal conflicts with *Skydive Myrtle Beach, Inc. v. Horry County*, 428 S.C. 638, 837 S.E.2d 485 (2020), and *Wachesaw Plantation East Community Services Association, Inc. v. Alexander*, 414 S.C. 355, 778 S.E.2d 898 (2015); raises the nonparty-personal-jurisdiction principles recognized in *Maybank 2754, LLC v. Zurlo*, 444 S.C. 47, 906 S.E.2d 94 (Ct. App. 2024); and presents substantial state and federal due-process questions. The Court of Appeals expressly acknowledged that Petitioner “was not a party to the foreclosure action,” yet treated his failure to appeal the foreclosure judgment as defeating appellate review of later orders that directly removed him from possession. E.R., Order Dismissing Appeal filed July 21, 2026, at 1–2.

On September 2, 2026, the Court of Appeals granted leave to file Petitioner's supplemental memorandum of controlling authorities and accepted it as filed. E.R., Order filed Sept. 2, 2026, at 1. On September 11, the court denied rehearing but corrected its original misidentification of the

property from Unit B107 to Unit Q-190. E.R., Order Denying Rehearing filed Sept. 11, 2026, at 1 n.1. The court did not otherwise address the conflict with Skydive, Wachesaw, or Maybank.

QUESTIONS PRESENTED

1. Whether the Court of Appeals' mootness dismissal conflicts with Skydive Myrtle Beach, Inc. v. Horry County and Wachesaw Plantation East Community Services Association, Inc. v. Alexander, where Petitioner was involuntarily removed under a writ of assistance and the appellate courts could still provide practical relief without invalidating Respondent's deed, including restoration of possession, reversal of the denial of intervention, limitation of the writ, or remand for a plenary adjudication.
2. Whether the Court of Appeals erred by treating Petitioner's failure to appeal the original foreclosure as dispositive while simultaneously acknowledging he was never a party to that action, contrary to the personal-jurisdiction and nonparty principles recognized in Maybank 2754, LLC v. Zurlo, Sheffield v. Grieg, and BB&T v. Taylor, and contrary to federal due-process principles governing nonparty preclusion.
3. Whether the Master-in-Equity abused her discretion and denied due process by denying intervention and using a writ of assistance to dispossess a nonparty who presented evidence of pre-foreclosure possession and a claimed joint purchase course of dealing, without first adjudicating whether Petitioner held an independent possessory or equitable interest and whether the foreclosure judgment bound that interest.
4. Whether the appeal presented a separate, live controversy concerning supersedeas and the \$70,644.96 undertaking, where the Master based security on a proportional share of the foreclosure debt rather than the statutory criteria of waste and value of use and occupation under S.C. Code Ann. § 18-9-170, and where S.C. Code Ann. § 18-9-190 authorized limitation of the security.

SPECIAL AND IMPORTANT REASONS FOR REVIEW

Rule 242(b), SCACR, identifies conflict with a prior decision of this Court, substantial constitutional issues, novel questions of law, and federal questions involving conflict with United States Supreme Court authority as special and important reasons for certiorari. This case presents all four.

1. The mootness dismissal conflicts with *Skydive*, which held that forced ejectment did not moot an appeal because reversal could restore possession, and with *Wachesaw*, which held that issuance of a deed after a judicial sale did not prevent appellate merits review.
2. The decision creates an unresolved and recurring question concerning whether a completed foreclosure may be used through a later writ of assistance to bind and dispossess an unserved nonparty asserting an independent interest, while denying the nonparty appellate review because he did not appeal a judgment entered in a case to which he was never made a party.
3. The case directly presents procedural due process under article I, section 3 of the South Carolina Constitution and the Fourteenth Amendment: whether a person's alleged independent property interest may be conclusively displaced without personal jurisdiction and a meaningful adjudication of that interest.
4. The lower court's debt-based undertaking raises an important question concerning faithful application of sections 18-9-170 and 18-9-190 and the appellate courts' authority under Rule 241 to preserve effective review of real-property possession orders.

CONCISE STATEMENT OF THE CASE

1. Angela T. Franks entered a written lease for 6905 Cleaton Road, Unit Q-190, Columbia, South Carolina 29206, on May 13, 2024. The lease provided for occupancy beginning May 15, 2024 and identified Michael Addison as an adult occupant. E.R., Franks Aff. ¶¶ 2–4; Lease at 1–4.

2. The foreclosure complaint and lis pendens were filed September 17, 2024. Petitioner and Franks therefore possessed Q-190 before commencement of the foreclosure action. The documented Agreement/Contract to Buy and Sell Real Estate was dated October 14, 2024—after the lis pendens but before the foreclosure judgment and sales—and identified Franks as buyer and V&M Properties of S.C., LLC as seller for \$67,000. E.R., Buy/Sell Agreement at 1, 7.
3. Franks later swore that she and Petitioner were pursuing the purchase together; Petitioner took the lead concerning payments, repairs, occupancy, and litigation; payments were made through CashApp; and the occupants performed flooring work, upkeep, and water-damage mitigation. E.R., Franks Aff. ¶¶ 6–13. Petitioner acknowledges that the agreement names Franks and that the seller-side execution, timing, enforceability, and priority of the asserted interest remain disputed. Those are merits questions; no court has tried them.
4. Petitioner was not named or served in the foreclosure action. The Master’s foreclosure order authorized sale and retained jurisdiction concerning possession, but it did not adjudicate Petitioner’s claimed independent interest. E.R., Master’s Order and Judgment of Foreclosure and Sale filed June 12, 2025.
5. After the judicial and deficiency sales, Respondent petitioned for a writ of assistance against occupants. Petitioner filed affidavits and motions to intervene, to require proof of service, to obtain a plenary evidentiary hearing, and to deny or continue the writ. E.R., filings dated May 1, 2026.
6. At the May 8, 2026 hearing, the certified transcript records, “MR. ADDISON: I’m here for Q190,” followed by “MR. DEWITT: B107.” Tr. 5:1–9. Petitioner then explained pre-foreclosure occupancy, lack of service, the lease and purchase evidence, payments, repairs, and his request for intervention and a plenary hearing. Tr. 6:3–8:25. Respondent argued Petitioner had no interest of record and that the purchase agreement was not consummated. Tr. 9:5–10:19.

7. The Master concluded that Petitioner was not entitled to notice of the foreclosure merely because he lived at the property, treated the purchase arrangement as a separate matter, denied intervention, and granted a writ of assistance. Tr. 10:20–17:20; E.R., Writ of Assistance filed May 13, 2026, at 1, 4.
8. Petitioner filed a timely Rule 59(e) motion, sought a stay and supersedeas, requested that the undertaking be set under the governing statute, and filed a notice of appeal. On June 29, 2026, the Master denied Rule 59(e) relief and a stay and set a \$70,644.96 undertaking based on “a proportional amount of the debt” in the foreclosure order. E.R., June 29 Order at 1–4.
9. On July 21, 2026, the Court of Appeals dismissed the appeal as moot because Petitioner had not appealed the foreclosure and sale. The court expressly stated Petitioner was not a foreclosure party but initially identified the property as B107. E.R., July 21 Order at 1–2.
10. Petitioner timely filed a Rule 221 rehearing petition on July 24, 2026. That petition raised the wrong-unit error, practical relief, denial of intervention, Maybank, due process, the unadjudicated equitable-interest claim, and the undertaking issue. E.R., Petition for Rehearing at 1–10.
11. On September 2, 2026, the Court of Appeals granted leave to file a supplemental memorandum of controlling authorities and accepted it as filed. E.R., Sept. 2 Order at 1. On September 11, 2026, it denied rehearing, while correcting the property to Q-190. E.R., Sept. 11 Order at 1 n.1.

ARGUMENT

I. THE MOOTNESS DISMISSAL CONFLICTS WITH SKYDIVE AND WACHESAW.

In *Skydive Myrtle Beach, Inc. v. Horry County*, this Court reversed a Court of Appeals order dismissing an ejectment appeal as moot. Although Skydive had already been removed, reversal could have the practical effect of returning it to possession. 428 S.C. at 642, 837 S.E.2d

at 487. The Court distinguished voluntary surrender from involuntary removal and required merits review before determining whether Skydive possessed a continuing right to occupy.

Petitioner is similarly situated on the threshold mootness issue. He did not voluntarily surrender Q-190. He opposed the writ, moved to intervene, sought a plenary hearing, pursued Rule 59(e) relief, requested supersedeas, challenged the undertaking, filed a notice of appeal, and sought rehearing. Restoration of possession, reversal of the intervention denial, limitation of the writ, and remand for adjudication remain practical forms of relief.

Wachesaw supplies an independent conflict. There, this Court held that issuance of a deed following a judicial sale did not moot appellate review and reversed the Court of Appeals' dismissal. 414 S.C. at 364–65, 778 S.E.2d at 903–04. Wachesaw collected South Carolina decisions—including *Antrum*—where appellate courts reached the merits notwithstanding issuance of a deed. *Id.* The July 21 order here cited *Antrum* as an “insuperable bar,” yet Wachesaw demonstrates that *Antrum* does not support a categorical mootness rule whenever foreclosure and conveyance are complete.

Wachesaw further recognized that failure to post a statutory bond may permit a sale or delivery to proceed, but it does not necessarily moot the appeal. *Id.* at 367 n.6, 778 S.E.2d at 905 n.6 (Pleicones, J., concurring). The same distinction applies here: inability to satisfy the challenged \$70,644.96 undertaking affected interim possession, not the existence of appellate jurisdiction or the availability of eventual relief.

The Court of Appeals could have granted meaningful relief without rescinding Respondent's deed. It could reverse the denial of intervention, vacate or limit the writ as applied to Petitioner, remand for adjudication of the claimed independent interest, or review the stay and undertaking rulings. Because effectual relief remained possible, dismissal as moot conflicts with *Skydive* and *Wachesaw*.

II. THE DECISION IMPROPERLY TREATS AN UNSERVED NONPARTY AS BOUND BY A FORECLOSURE HE COULD NOT APPEAL AS A PARTY.

The Court of Appeals expressly acknowledged that Petitioner “was not a party to the foreclosure action.” E.R., July 21 Order at 1. It nevertheless treated his failure to appeal the foreclosure and sale as dispositive. That reasoning places Petitioner in an impossible procedural position: he is deemed too removed from the foreclosure to have been a party, yet sufficiently bound to be faulted for not appealing it.

Maybank 2754, LLC v. Zurlo rejects the premise that a completed foreclosure automatically binds an unserved nonparty’s separate claim. Maybank was not named or served in the foreclosure. The Court of Appeals held the master lacked personal jurisdiction over Maybank; the foreclosure judgment therefore could not bind it. 444 S.C. at 58–59, 906 S.E.2d at 100–01. Maybank relied on *Sheffield v. Grieg*, 105 S.C. 219, 226, 89 S.E. 664, 666 (1916), and *BB&T v. Taylor*, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (2006). It also held that notice received by an associated individual did not confer jurisdiction over the separate unserved entity.

Petitioner does not contend Maybank proves his ownership. Maybank establishes the threshold rule: the foreclosure judgment did not itself adjudicate or extinguish an independent interest belonging to Petitioner if the court never obtained personal jurisdiction over him. Whether Petitioner possessed such an interest—and its timing, enforceability, and priority—must be adjudicated on the merits rather than presumed against him through mootness.

Federal due process points in the same direction. Notice must be reasonably calculated to inform a person of proceedings that will determine a protected interest and permit objections. *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). The general rule against binding nonparties is grounded in due process. *Richards v. Jefferson County*, 517 U.S. 793, 797–99 (1996); *Taylor v. Sturgell*, 553 U.S. 880, 892–95 (2008). A judgment entered without

constitutionally sufficient notice cannot be made binding merely because the person later learns of it. See *Peralta v. Heights Medical Center, Inc.*, 485 U.S. 80, 84–87 (1988).

The constitutional issue is narrow. Petitioner does not argue that every residential occupant must be served in every foreclosure. He argues that a court may not use a later writ to conclusively displace a nonparty’s asserted independent property interest while simultaneously refusing to determine whether that interest exists and whether the foreclosure bound it.

III. PETITIONER FOLLOWED THE PROCEDURE REQUIRED OF A NONPARTY BY MOVING TO INTERVENE, AND THE DENIAL WAS REVIEWABLE.

South Carolina generally requires a nonparty seeking appellate review to move to intervene. *Ex parte Condon/In re C. Bruce Littlejohn*, 354 S.C. 514, 520–21, 581 S.E.2d 303, 306–07 (2003). Petitioner did exactly that. He filed a Rule 24 motion when Respondent sought a writ directly authorizing his removal; the Master denied intervention; and Petitioner appealed the adverse post-judgment orders.

Rule 24(a)(2), SCRCP, is construed liberally when intervention permits affected interests to be declared and avoids duplicative litigation. *Berkeley Electric Cooperative, Inc. v. Town of Mt. Pleasant*, 302 S.C. 186, 189–91, 394 S.E.2d 712, 714–15 (1990). *Ex parte DeBordieu Colony Community Association, Inc.*, Opinion No. 6043 (S.C. Ct. App. filed Jan. 17, 2024), recognizes that practical impairment is not a difficult threshold and that an applicant need not establish *res judicata* before intervention may be warranted.

Petitioner’s claimed interest was not represented by the borrower, guarantor, condominium association, or any other foreclosure defendant. His motion arose when Respondent sought direct possessory relief against him. Whether the motion was timely, whether Petitioner’s evidence was sufficient, and whether his asserted interest was subordinate are merits questions reviewed under the governing intervention standard. They do not make the appeal moot.

At minimum, the courts should have determined whether Petitioner claimed merely through the foreclosed owner or asserted a legally independent interest. The summary writ proceeding treated the purchase claim as “separate,” yet used the foreclosure decree to remove Petitioner without a plenary adjudication. That combination warrants review and remand.

**IV. THE CLAIMED EQUITABLE INTEREST REMAINS UNADJUDICATED; ITS WEAKNESSES
GO TO THE MERITS, NOT MOOTNESS.**

The record does not conclusively establish that Petitioner owns Q-190. The written contract names Franks; the copy in the record does not show completed seller execution; the documented agreement postdates the lis pendens; and Respondent’s mortgage predates the occupancy and purchase arrangement. Petitioner has not asked the appellate courts to resolve final title on this record.

The record nevertheless presents a colorable, unresolved claim: pre-foreclosure possession under a lease naming Petitioner as an adult occupant; Franks’s sworn statement that she and Petitioner jointly pursued the purchase; CashApp payments; repairs and improvements; maintenance and mitigation; and continued possession under the asserted purchase arrangement. E.R., Franks Aff. ¶¶ 2–13; Tr. 6:3–8:25.

Those facts may or may not satisfy South Carolina doctrines concerning contract, part performance, equitable estoppel, constructive trust, or equitable lien. The important point for certiorari is that no court has tried the claim. The Master expressly treated it as a separate matter. Tr. 13:22–14:20. The Court of Appeals’ mootness dismissal then effectively assumed the claim had no legal consequence without reviewing intervention or permitting a plenary adjudication.

Certiorari is warranted so this Court can establish the correct process: reinstate appellate review and remand, if necessary, for a court of competent jurisdiction to determine the existence,

nature, timing, and priority of the claimed interest. That relief protects foreclosure finality as to the parties actually bound while preserving the due-process rights of an unserved nonparty.

V. THE UNDERTAKING AND SUPERSEDEAS RULINGS PRESENTED A SEPARATE LIVE ISSUE THAT THE MOOTNESS DISMISSAL DID NOT ADDRESS.

The June 29 order denied a stay and fixed a \$70,644.96 undertaking by using a proportional share of the foreclosure debt. E.R., June 29 Order at 4. Section 18-9-170, however, provides security against waste and for the value of use and occupation during the appeal, up to an amount fixed by the judge. Section 18-9-190 permits the court to limit security, including below \$50,000 where section 18-9-170 would otherwise require more.

Montgomery Holdings, LLC v. Merlo, Opinion No. 6135 (S.C. Ct. App. filed Feb. 11, 2026), reiterates the statutory waste and use-and-occupation measure. C-Sculptures, LLC v. Brown, Opinion No. 4827 (S.C. Ct. App. filed Apr. 27, 2011), recognizes section 18-9-170 as the provision applicable to judgments directing sale or delivery of possession of real property. Rule 241 authorizes appellate review of supersedeas and permits appropriate terms and affirmative relief necessary to preserve effective appellate jurisdiction.

The Court of Appeals could therefore review the undertaking, determine whether the lower court used the proper statutory measure, and impose lawful terms. That controversy did not disappear merely because the foreclosure sale had been completed. Wachesaw further confirms that failure to post a section 18-9-170 bond does not itself moot the underlying appeal, even though it may allow possession or sale to proceed while review remains pending.

This Court need not decide the precise undertaking amount at the certiorari stage. It should hold that the bond and supersedeas questions were live, reverse the mootness dismissal, and remand for merits review under Rule 241 and the governing statutes.

STANDARD OF REVIEW

Mootness, personal jurisdiction, statutory interpretation, and constitutional due process are questions of law reviewed without deference. The denial of intervention is reviewed for abuse of discretion, but an error of law constitutes an abuse of discretion. The setting of supersedeas terms involves discretion constrained by Rule 241 and the governing statutes; whether the correct legal measure was used is a question of law.

RELIEF REQUESTED

Petitioner respectfully requests that this Court:

1. grant the petition for writ of certiorari;
2. reverse or vacate the Court of Appeals' July 21, 2026 mootness dismissal and its September 11, 2026 denial of rehearing;
3. hold that involuntary loss of possession and completion of the foreclosure sale did not eliminate practical appellate relief;
4. remand to the Court of Appeals for merits briefing and review of the denial of intervention, writ of assistance, Rule 59(e) ruling, and stay/undertaking ruling;
5. alternatively, remand for a plenary evidentiary adjudication of whether Petitioner possesses an independent equitable or possessory interest in Q-190 and what relief, if any, follows;
6. clarify that neither the foreclosure judgment nor the mootness dismissal adjudicates any independent claim Petitioner may prove in an appropriate proceeding; and
7. grant such further relief as is necessary to preserve meaningful review and the orderly administration of justice.

CONCLUSION

This petition presents an issue larger than the ultimate merits of Petitioner's claimed interest. The question is whether an unserved nonparty may be removed through a foreclosure writ, denied intervention, and then denied appellate review because he did not appeal the foreclosure as a party. Skydive and Wachesaw show that practical relief survives forced dispossession and completed conveyance. Maybank shows that a foreclosure judgment does not automatically bind an unserved nonparty's independent claim. Petitioner respectfully asks this Court to grant review and require adjudication of the controversy on its merits.

Respectfully submitted,

s/ Dr. Michael A. Addison

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Petitioner

Dated: October 09, 2026

THE STATE OF SOUTH CAROLINA

In the Supreme Court

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CERTIFICATE OF SERVICE

OCT 09 2026

SC Court of Appeals

I certify that on October 09, 2026, I served a true and correct copy of the Petition for Writ of Certiorari to Review the Decision of the Court of Appeals and Supporting Memorandum by electronic service through the South Carolina appellate filing system, by electronic mail, and by depositing a copy in the United States Mail, first-class postage prepaid, addressed to counsel of record for Respondent as follows:

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