

STATE OF South CAROLINA

In the Court of Appeals

FALCON FOX LLC
Hotel Charley LLC
vs. Plaintiff

Certificate of Service

Stewart Wellons
Defendant

CASE No. 2022-000325

I by certificate of service, certify that on this date, did
serve a copy of Motion to Stay Execution of Order A
& serve a copy of Notice of Appeal on the Plaintiff

sending Electronically AND by mailing to him at his
office address by depositing it in the U.S. Mail in
an envelope with sufficient postal affixed, address
as follows: J. Calhoun Pruitt Jr. 101 N. Murry Ave.
Anderson, S.C. 29625-4301

Dated this 11th day of March, 2022
OR SOON THEREAFTER due to a re send of the entire
physical mailing which was lost by U.S.P.S.

Stewart Wellons

c: Stewart Wellons

March 27 2022

(e) service Electronic.



RECEIVED

APR 21 2022

SC Court of Appeals

Certificate of Service

Continued

RECEIVED

APR 21 2022

SC Court of Appeals

Please find attached to certificate of Service and, imported herein, a copy of The File and Record filed on the afore mentioned Appeal,

1) Form, motion, Notice of appeal Dated March 11, 2022, Falcon Fox LLC, Hotel Charlie LLC. v. Stewart Wellons, Case # 2021 CP-23-02623 Appellate # 2022-000325


2) Affidavit Mrs. Charlene Wellons Hamlett, and Robert Rondeau Jr

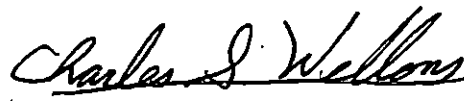
3) motion To STAY order (Lower court order)

4) order of December 10, 2021

5) motion for Reconsideration

6) Rule 24 motion To proceed in Forma pauperis.


Robert Rondeau


Charles J. Wellons
Charles Stewart Wellons

Clerk of Court, please fax this Notice of Appeal
 to: Attention Shelby NOTICE OF APPEAL
 803-734-1839 Court of Appeals

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF Greenville)

13th JUDICIAL CIRCUIT

Falcon Fox LLC and
Hotel Charlie, LLC)
 Plaintiff,)

CASE NO.: 2021-CP-23-02623

MOTION AND ORDER INFORMATION
 FORM AND COVERSHEET

vs.)

Stewart Wellons)
 Defendant.)

Notice of Appeal
Court of Appeal
CASE No 2022-000325

Plaintiff's Attorney: <u>J. Cathew Pruitt</u> , Bar No. <u>4588</u> Address: <u>29625-4301</u> <u>101 N. MURRAY AVE. ANDERSON SC</u> Phone: <u>864 224-3211</u> Fax _____ E-mail: _____ Other: _____		Defendant's Attorney: <u>Self</u> , Bar No. _____ Address: <u>29651</u> <u>3835 N. Hwy. 101 Greer SC</u> Phone: <u>864 387-9134</u> Fax _____ E-mail: <u>Wellons Work Files @other: gmail.com</u>	
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: <u>Notice of Appeal</u>		Court Reporter Needed: <input type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type			
<input type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
<u>Self</u> <u>Stewart Wellons</u> Signature of Attorney for <input type="checkbox"/> Plaintiff / <input checked="" type="checkbox"/> Defendant		<u>March 11</u> , 20 <u>22</u> Date submitted	
SECTION III: Motion Fee			
<input type="checkbox"/> PAID - AMOUNT: \$ _____ <input checked="" type="checkbox"/> EXEMPT: (check reason)			
<input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input checked="" type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____			
JUDGE'S SECTION			
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____		JUDGE CODE _____ Date: _____, 20____	
CLERK'S VERIFICATION			
Collected by: _____		Date Filed: _____, 20____	
<input type="checkbox"/> MOTION FEE COLLECTED: \$ _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____			

IN THE COURT OF APPEALS
FOR THE STATE OF South Carolina

Falcon Fox LLC,
Hotel Charlie LLC,

RECEIVED

APP. NO. 2022-000325
CASE# 2021-CP-23-02623

Respondant APR 21 2022
Plaintiff SC Court of Appeals

Motion to
STAY
Execution of The
Order

V.
Stewart Wellons,
Defendant,
Appellant,

Judicial Branch Rule
241

Last hearing Date
Presiding Judge
Attorney Plaintiff
Attorney Defendant

February 10, 2022
Honorable Charles B. Simmons Jr.
Calhoun Court
Pro se.

Comes Now, The Defendant, Appellant, on this 29 Day of
March 2022, hereby Request This court sign an order /
injunction in the above CAPTION action. The order
would serve to prevent irreparable Damage and miscarriage
of Justice
This motion is supported by a statement of The case, history,
Statement of Law and surrounding Documents.

Brief Statement of History

The Appellant, Stewart Wellons, owns a parcel of Land on N. Hwy 101 in Greer S.C., 28.6 acres. Mr. Danny Holtzman who is involved in Falcon Box LLC, Plaintiff, Tony Opperman who has known Mr. Wellons for quite some time and who is a friend of Mr. Holtzman. Mr. Opperman told Danny about Stewart's property, Mr. Holtzman waited outside a motel for 3 hours while Stewart and his girl friend were being thrown out of the motel. Stewart had been up for 3 days on methamphetamine at which he does on a daily basis for a long time. Tony Opperman knows of Stewart's drug addiction. Danny called Tony after Stewart got in his truck, and met at a restaurant on Augusta Road, Stewart's girl friend, Michelle Hamby left Stewart because of an argument.

At the restaurant the topic was the land; Stewart had signed a statement which is the form in question. Mr. Wellons left the restaurant with out a copy of the statement.

3 days later Mr. Wellons contacted Holtzman or visa visa and Mr. Holtzman told Stewart the contract was good. Stewart had no clue what he, Danny Holtzman was talking about. Mr. Holtzman told Stewart he had sold the land to him. Stewart at that point did say he did not want to sell the land.

A 3 day period went by before Mr. Wellons received a copy of the statement. As soon as he received the statement, via text, Mr. Wellons noticed there had been changes in and on the statement. A copy was later received in the mail. Mr. Wellons refused to honor the bogus contract. Subsequently this civil action was filed and Judge Simmons ruled for the Plaintiff.

The Defendant dismissed counsel, James O'Connell. A motion for reconsideration was filed on January 22, 2022. It was set for 2-10-2022. Mr. Wellons failed to make the hearing on time. Judge Simmons dismissed counsel and denied the relief sought in the motion. Mr. Roudray, Mr. Wellons friend, picked up Mr. Wellons and it took 2 hours to get Mr. Wellons out of his home and in the truck. He was on meth. The order denying relief was entered to the record on February 15, 2022.

Statement of Law

In order for a motion to stay can be granted four factors must be met. Long v. Robinson, 432 F.2d 947, (4th Circuit 1970)

- The Court held, that party seeking a stay must show:
- 1) that he will likely prevail on the merits of the appeal,
 - 2) that he will suffer irreparable injury if a stay is denied.
 - 3) that the other party will not be substantially harmed and
 - 4) that the public interest will be served by granting the stay.

Judicial Branch Rule 241 as a general Rule, the service of a notice of Appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, in part.

It goes on to state, in brief, Rule 241-(b) Exceptions. Exception (4) judgments directing the sale or delivery of possession of real property as provided in S.C. code Ann. 14-9-170. This exception is the purpose of this motion.

in Long the first is based on the merits of the appeal, the transcripts have not been transcribed and may take 10-15 more business days to receive.

If this court would take note on the order dated December 29, 2021; see attached, paragraph 9. The Honorable Judge Charles B. Simmons Jr. state the defendant's disappointed testimony, it goes on:

Black Law meaning of Disappointed

aimless, confused, deranged, desultory, erratic, incoherent, dumbled, lacking order.

to name a few meanings. Judge Simmons seen for himself what the effects of methamphetamine does to ones mind.

The word 'Disjointed', from the many meanings in Black's Law, in itself is a state of mind. The Honorable Judge Simmons' own observation, and stated in his order - see attached - should have STOP the examination of Mr. Wellons TO find out if the witness was okay to testify. The Judge has the discretion to control the courtroom and the trial. The Judge is responsible for order and to avoid a miscarriage of justice. Judge Simmons found it good enough to mention in the order but failed to ask why Mr. Wellons was having trouble staying on track. This in hand leaves the Restaurant Document in question, statement NOT admissible as evidence. Exclusionary rule is a legal rule based on constitutional law, that prevents evidence collected or analyzed in violation of the defendant's constitutional rights from being used in a court of law. The alleged contract was born fruit of the poisonous tree.

The merits of this ~~appeal~~ are in order for a STAY and Remand with direction.

The Plaintiff's, Falcon Fox, LLC, and Hotel Charlie, LLC will NOT suffer in the least bit. The friend of the two created the problem and cannot hide

behind the Clean blanket of the LAW.

The Damage to Mr. Wellons is far Greater and worrysome. The Land will be Forever Destroyed if Trees and other Beauty of said Property is Run over by Greedy, sneaky Underhanded corporations such as The Plaintiffs

The Public and Community would benefit from this order to STAY in so much as the noise pollution, traffic dirt on ~~HWY 101~~, the Beauty and Picturesque Scenery will be lost for ever.


In Closing

Psychosis is caused by mental disorder, medication and/or drug use. Mr. Opperman has know Mr. Wellons for many years and know of his drug abuse. An easy victim was made of Mr. Wellons. If the Court would look at Charlene Wellons Hamlett's Affidavit It should be clear to the Court of Appeals that Mr. Wellons has a mental disorder due to drug use and is not in touch with reality, now or for the past 30-40 years.

Relief Sought

- 1) an order to stay the order dated December 29, 2021 reentered on February 15, 2022.
- 2) Any other this Court sees fit to prevent the miscarriage of justice lurking on the horizon

Wherefore, The Defendant, Stewart Wellons,
Do hereby pray that this motion be Granted.



Robert Rondeau Jr.
1279 Anthony Dr. Rd
Robbinsville NC
28771

Mr. Rondeau is
assisting Mr. Wellons
with this appeal

3/29/2022

Charles Stewart Wellons
Charles Stewart Wellons
3835 N. Hwy. 101
Greene S.C. 29651
3/28/2021



Greenville Common Pleas

Case Caption: Falcon Fox LLC , plaintiff, et al vs. Stewart Wellons

Case Number: 2021CP2302623

Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

THIRTEENTH JUDICIAL CIRCUIT

FALCON FOX LLC and)

Civil Action 2021-CP-23-02623

HOTEL CHARLIE, LLC)

PLAINTIFFS,)

VS.

RECEIVED

ORDER

STEWART WELLONS,)

APR 21 2022

DEFENDANT.)

SC Court of Appeals

Hearing date	February 10, 2022
Presiding Judge	Charles B. Simmons, Jr.
Attorney Plaintiff	Calhoun Pruitt
Attorney Defendant	James P. O'Connell
Court Reporter	Danette Hanks

DEFENDANT requested the Court to dismiss Defendant's Attorney of Record. Defendant's Attorney also filed for Dismissal as the Attorney of Record.

Upon the call of the Motion the Court, Defendant Wellons was not present. Defendant's named was call three times outside the courtroom and Defendant Wellons did not appear. The Court advised that Defendant Wellons appeared at the Clerk of Court's Office February 9, 2022 and the Clerk advised Defendant

Wellons of the hearing date and time. Further the Court was presented with proof of service of the date and time of the hearing by Defendant's attorney, indicating a signed receipt for U. S. mail, for certified mail. Also, Defendant's attorney filed of record a letter advising Defendant of the Court hearing the Motion to Dismiss the Defendant's Attorney and the Defendant Motion to Reconsider at the same time and date.

The Court heard from Defendant's attorney as to the request of dismissal being that the Defendant and Defendant's attorney differed on strategy as to the issues to be presented to the Court to include Defendant and asserting that Defendant's attorney did not present the issues the Defendant requested at the trial of the merits.

The Court requested if Plaintiff's attorney had any questions and the response was none.

NOW, THEREFORE, based on both the Defendant Wellons and Defendant Wellons Attorney filing for dismissal of Defendant Wellons attorney of record, and the attorney and client having a fundamental disagreement as to the strategy of presenting issues; the Court finds that the Motions to Dismiss the Defendant's Attorney of record are granted.

Notwithstanding the above, the Court has also reviewed Defendant's pro se Motion filed January 12, 2022 seeking reconsideration of the Order filed December 29, 2022. The Court also reviewed the record and the affidavits submitted by Defendant.

To the extent said Motion was timely filed, the Court finds no basis to alter or amend the Order filed December 29, 2022 in that the issues have already been ruled upon or were not presented to the Court during the trial of the merits.

AND IT IS SO ORDERED!

JUDGE'S SIGNATURE PAGE TO FOLLOW

Defendant would further attest to the fact that the valuation of the property alleged to have been sold was or is more than \$600,000.00, appraisal has been sent to Plaintiff's attorney and Defendant would not have sold his real property for less than half that amount.

I. Defendant draws attention to and responds to the Affidavit of Daniel Holtzman:

Paragraph 3. noted "and had whited out the consideration of an old one", Plaintiffs' "Exhibit C", referring to the alleged contract before signing!

Further, last sentence is incredulous!

Paragraph 4. noted, no contract copy was given to Defendant Seller. Mr. Wellons, at the time of signing, (see South Carolina Code of Laws Section 19-1-100), states the contract was only "texted to him" after Mr. Wellons requested a copy to review.

Paragraph 9. "to the same facts so he cannot say he did not understand the contract" that statement does not appear to be comporting with the actual questions and answers of the Deposition.

As Mr. Wellons, repeatedly attempted to explain the circumstances of the alleged signing of the purported contract.

Paragraph 10. The statements of Mr. Wellons has or have been consistent. A review of the facts will provide evidence of the same.

II. Defendant requests attention to the Affidavit of Tony Opperman:

Paragraph 1. Mr. Opperman was not present at the signing.

Paragraph 2. Mr. Opperman states there was "no white-out on the paper"! Review of the Affidavit of Mr. Holtzman, paragraph 3., that fact can not be accurate, as he states he used a copy of a contract that had a white out that "might have somewhat appeared to be previously whited out"! Plaintiff's Exhibit B" the blank contract of sale as stated by Mr. Holtzman and Plaintiff's witness Mr. Opperman, has a white out depicted!

Paragraph 3. Affiant states "the contract in dispute" is the same contract signed that was signed that date. "It has not been altered". A fact situation is that the copy of the contract denoted as Plaintiff's "Exhibit A" and, "Exhibit C" both show the "whited out" areas, plus the signature block both show where the alleged witness signed a "whited out" date of signing, and two different signatures for the alleged witness!

THEREFORE the Court based on the factual situation of this action, the Motion for Summary Judgment must be dismissed and the Court should hold a hearing to determine the facts of this action.

That is the request of Mr. Wellons, as there was no witness to the purported contract of sale, as is alleged and "shown", and; the change to the figure amount of the contract of sale is or has been altered and or changed.

DEFENDANT upon information and belief,

South Carolina Rules of Evidence Rule 613 Prior Statements of Witnesses, subject to the provisions of S. C. Code Ann. Section 19-1-80, 19-1-90 and 19-1-100.
(a) Examining Witness Concerning Prior Statement. In examining a witness concerning a prior statement made by the witness, whether written or not, the statement need no be shown nor its contents disclosed to the witness at that time, but on request the same shall be shown or disclosed to opposing counsel.

Here a statement, the Contract of Sale, is the document.

And,

South Carolina Rules of Evidence Rule 801 Definitions: (a) statement. A "statement" is (1) an oral or written assertion or (2) nonverbal conduct of a person, if it is intended by the person as an assertion.

As reported the Contract for Sale is a written assertion.

And,

That per South Carolina Code of Laws Title 19 Evidence Chapter 1 General Provisions Section 19-1-100: No statement shall be used for impeachment in a civil proceeding unless copy furnished when signed. No statement taken from and signed by a witness or litigant after July 1, 1966 shall be used in any civil proceeding for the purpose of contradicting, impeaching or attacking the credibility

of such witness or litigant, unless such party shall have been furnished a copy of said statement at the time of its signing.

As reported to the Court by both Defendant and Plaintiffs no copy of the signed document was provided to the Defendant at the time of signing. SC Code 19-1-100

South Carolina Rules of Evidence Rule 801 Definitions: (a) statement. A "statement" is (1) an oral or written assertion or (2) nonverbal conduct of a person, if it is intended by the person as an assertion.

As reported the Contract for Sale is a written assertion.

Defendant, states that the Contract of Sale was and is a statement and that the statement was not provided to Defendant at the time of signing. Further, the corrections or mark outs on the Contract of Sale indicate that the statement was not and is not the same statement signed by Defendant.

s/JAMES P. O'CONNELL #4259
Attorney for the Defendant
139 Grace Drive
Easley, SC 29640
Phone/Fax (864) 220-0005
Email: jpatrickoconnell@yahoo.com

Dated: Nov. 30th, 2021
EASLEY SC

STATE OF SOUTH CAROLINA
THIRTEENTH JUDICIAL DISTRICT
GREENVILLE

FALCON FOX LLC
and
HOTEL CHARLIE LLC.

Plaintiffs,

-v-

STEWART WELLONS
Defendant,

Case No. 2021-CP-23-020
The Honorable Judge Simmons

Rule 59

Motion for Reconsideration
and to Stay Final Order
Pending

Comes Now: The defendant, Stewart Wellons, on
this 12 day of January 2022, and hereby moves
this court, and pursuant to Rule 59, for Reconsideration
of the order dated December 29, 2021.

A separate motion requesting a stay of said order
is attached.

This motion conforms to Rule 59(c) in that it is
timely.

Statement of Facts

There are elements this court needs to look
in making a decision on granting a new hearing. One
of them is evidence not brought up at trial or newly
discovered.

Mr. James P. O'Connell was The Attorney of Record and was Employed by the Defendant to Represent his Best interest. The defendant, Stewart Wellons, had met with him several Times. Mr. Wellons let Mr. O'Connell know that He was a Drug addict and has serious mental impairment as a result. Mr. O'Connell Refused to Raise This issue in any pleading, have an evaluation Done or otherwise handle The case in The Best interest of Mr. Wellons, which makes his Duties ineffective in This matter.

In Paragraph 9 Judge Simmons's order he states, "In The Defendant's somewhat "Disjointed" testimony" it goes on,

Definition of "disjointed" A) Being Thrown out of orderly Function. B) Lacking coherence or Orderly sequence.

This Shows a mental Break Down in Mr. Wellons's ability To function normal enough To sign home work, let alone sign 28 acres of Land over To anybody.

Tony Opperman, The man who set up The meeting, when The Alleged Contract was signed, Knew of Mr. Wellons's Drug History. This Leaves speculation on The fact Mr. Wellons was taken for a ride and all The Plaintiffs needed was a signature on a piece of paper.

For this Court NOT to set a new hearing on the matter will in fact create a miss carriage of Justice

The fact that Mr. O'Conner and Mr. Wellons has had business Relations since 1987, was aware of Mr. Wellons' state of mind. This evidence was available to Mr. O'Connell but He failed to advise the court. New issues can not be raised on appeal. This court, and being advised of the current situation must stay its order and grant the relief requested by the defendant Mr. Wellons and order a new hearing.

CONCLUSION


Drug addiction or use has no positive function in Society, and the same standard should be held, if not higher in a court of law. The day of the hearing - December 10, 2021, Mr. Wellons was late for the hearing. He went to the wrong court.

Mr. Wellons' mom's Affidavit supports this motion


Prayer to the Court

Wherefore, The Defendant, Mr. Wellons asks this Court to strike its order in whole and hold a Reconsideration hearing in 2 months from the filing date of January 12, 2022.

The Defendant's pray's this motion be granted,


Robert Rondeau Sr.
attorney

(111)


Stewart Wellons

The reason he was late for the hearing on December 10th 2021, is he could not remember what court he was supposed to go to. He did go to The District Court in Travelers Rest. They then told him he needed to go to the court Down Town.

15) I will ask the Court to stay the order of December 29, 2001, until an evaluation can determine Stewart's competency.

Thank you

Further for affiant sayth Naught

Dated this ^{GSW} ~~day~~ 10 day of January 2022 at Greenville SC.

Notary public

Genelia S. Wellons
Genelia S Wellons

Witness of Genelia S. Wellons signatures

Date 1/10/22

Witness Michelle Hamby

Michelle Hamby 1-10-22

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

FALCON FOX LLC and
HOTEL CHARLIE, LLC
PLAINTIFFS,

Civil Action: 2021-CP-23-02623

v.

NOTICE of and MOTION FOR
ATTORNEY DISMISSAL

STEWART WELLONS,
DEFENDANT.

DEFENDANT requests the Court to dismiss Defendant's Attorney of Record, either by Consent, as the Defendant has filed for the Dismissal of the Attorney of Record and the Attorney of Record has also advised the Court in writing of the dismissal by Defendant, or by Motion hearing: If by Motion Hearing to Dismiss the Defendant's Attorney of record: Date, month: _____ day ____, 2022 at _____ at Greenville County Courthouse 305 East North Street, Greenville, South Carolina, 29601.

The Court is advised of the following: Attorney of Record would show the Court and advise the Court that Defendant and Defendant's Attorney of record have agreed to Defendant dismissing Defendant's Attorney of Record BY THE FILED OF RECORD, the letter from the Attorney of Record and the filing of A Motion by Defendant requesting the dismissal of the attorney of record with the Court, due to differences of opinion as to the remaining process or produce of Defendant's action after the Order of the Court.

State of South Carolina
Thirteenth Judicial District
Greenville County, SC.

Master in equity
Judge Simmons

Case No. 2021-CP-23-02622

2021 JAN 13 PM 1:11
Paul Wickens
Greenville, SC

Falcon Fox LLC, and
Hotel Charlie LLC,
Plaintiff

Motion To
Relieve Counsel

-v-

Stewart Wellons
Defendant.

SCANNER

Comes Now, The Defendant C. Stewart Wellons
on this 13 day of January 2022, and
Hereby files this motion to Dismiss
Counsel - James P. O'Connell, as Attorney of
Record on above mentioned referenced case no.
2021-CP-23-02622

I have by phone with my attorney O'Connell agreed
that he would notify the court of his dismissal
as my attorney. I have email from him that he
had accomplished this task with the court.
Sworn to truthfulness this
13th day of January, 2022

Charles Stewart Wellons
Charles Stewart Wellons

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

Falcon Fox

Plaintiff,

vs.

Stewart Wellons

Defendant.

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT

CASE NO.: 2021-CP-23-02623

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

122 JAN 12 PM 5:06
Paul Whiteman - CJC/CVL SC

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____
---	---

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
- FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
- PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information
 Nature of Motion: Reconsider
 Estimated Time Needed: _____ Court Reporter Needed: YES/ NO

SECTION II: Motion/Order Type

Written motion attached
 Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff / Defendant _____ Date submitted _____, 20

SECTION III: Motion Fee

PAID - AMOUNT: \$ _____
 EXEMPT: (check reason)

- Rule to Show Cause in Child or Spousal Support
- Domestic Abuse or Abuse and Neglect
- Indigent Status State Agency v. Indigent Party
- Sexually Violent Predator Act Post-Conviction Relief
- Motion for Stay in Bankruptcy
- Motion for Publication Motion for Execution (Rule 69, SCRPC)
- Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____
 Other: _____

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached order.
 Other: _____

JUDGE CODE _____
 Date: _____, 20

CLERK'S VERIFICATION

Collected by: Dwh Date Filed: 1-12-2022, 20

MOTION FEE COLLECTED: \$ 25.00
 CONTESTED - AMOUNT DUE: \$ _____

South Carolina
Greenville County

RECEIVED
APR 21 2022
SC Court of Appeals
Affidavit

Notice in Support for Consideration to
Appeal Case No. 2021-EP-23-02623
by the State of South Carolina Court
of Appeals in Case No. 2022-000325

Personally appeared before me the undersigned,
who being duly sworn, deposes and says:

- 1.) I have read the information on this affidavit
and I understand such information.
- 2.) I Charles Stewart Wellons, defendant in
the said civil case did not knowingly,
willingly or intentionally sign any contract
to sell the property of mention 28.6 acres.
- 3.) I did always tell Tony Opperman as I told
Danny Holtzman on the day of the alleged
signing of the alleged sales contract that
I would not sell my property. The sales
amount never has been negotiated as a
consideration to sell my property.

- 4.) That on the night of the alleged signing after Danny and I had eaten a meal together I was offered \$290,000.00 for my property which was a written offer which I refused stating I would never sell my land for less than \$300,000.00 and I am not interested to sell this land, this is God's land, but if I will be finished with this discussion I will give you an exclusive right to purchase meaning if I ever sell this land then you have the exclusive right to be purchaser.
- 5.) Danny Holtzman did take the offered sales contract and whited over the written words of the contract.
- 6.) I took the written offer then and on the whited over words I wrote "Exclusive Right to Purchase" and I signed it, then gave Holtzman the paper. This is the only paper I signed.
- 7.) If any other signature of mine was obtained after that I was not aware of such because I was done listening to Holtzman and I let myself nod out in sleep.

8) I had been without sleep at least three days and only a few hours of sleep three days earlier.

9) I was stressed because the Armstrong Heritage hotel had told me to get out of my room which had been paid in full for a week. It took me three hours to pack my personal property, load it into my pickup truck which would not start up. I needed a ride because my girl friend Michelle Hamby had left the property because if we had not left, we would be seeing Greenville County Sheriff officers and given no trespassing notice. I had waited to leave until I had used all of the methamphetamine I had at my rented room. I was using Holtzman to have a ride and exit the hotel property. Holtzman waited for hours for me to exit the premises; although I told him that I would never sell the property that my dad who has passed in death had purchased for me with my Trust account monies.

Stewart Wellons

RECEIVED

APR 21 2022

SC Court of Appeals
In the Appellate Court
CASE NO. 2022-000325

Affidavit

South Carolina
County of Greenville

1. I have read this affidavit and I understand such information.
2. I, Michelle Thompson Hamby was living with Stewart Wellons on the day of the alleged signing of the sales contract between Stewart and Danny.
3. Neither I nor Stewart had met Danny Holtzman before this day. Danny was taking myself and Stewart to eat at a restaurant on this date however I did not go with them, because Stewart had gotten banned from the Hotel which he had teased for the second full week.
4. I had fallen asleep when the hotel staff called and told Stewart that he nor his guest could stay at the Armstrong Heritage ever again.
- 5) Stewart had been awake for more than three days, as I also had stayed with Stewart getting intoxicated; staying awake and then since Stewart did not have any more of

continued pg 1 of 3

Affidavit

Stewarts drug of choice; which is methamphetamine, then I went to sleep. I was awoken by the hotel staff telling us that Stewart was no longer a resident there and therefore the weekly rental had lost the privilege to stay any longer.

6. I started packing both my personal property and I packed Stewarts separately for Stewart was not riding with me as I left the property.

7. Danny Holtzman had arrived about three hours before we Stewart and I brought the last of our possessions to my vehicle to exit the property. I had no room for Stewarts property so I left him at the hotel property with Danny Holtzman.

I knew that Stewart would be unconscious in sleep very soon as he was so disoriented he was putting his possessions in a vehicle which he had purchased but would not crank and he did not have the keys to lock.

Affidavit

8. Stewart has a problem using the meth because he becomes delusional and paranoid making him even more in a state of mind that puts him dysfunctional and without someone with him in this condition Stewart has many times been institutionalized for 72 hour evaluation by a licensed M.D. into a hospital for observation
9. Such as described as dysfunctional is the state of mind which Stewart had already attained in his state of mind before I left the hotel property
10. I believe also that Stewart Wellons was taken advantage of regarding Tony Opperman, whom I know well and together with Darry Holtzman in unfair practice to obtain a purchase of property Stewart says he will not sell.

Michelle Hamby

COURT of Common Pleas
Master in Equity

State of South Carolina
13th Judicial District
Greenville

CASE NO. 2021-CP-23-02623

122 JAN 12 PM 5:00
Paul Wickensimer-CDC GVL SC

Falcon Fox LLC,
Hotel Churilo LLC,
Plaintiffs

Affidavit in support
of motion for
Reconsideration

vs.

Stewart Wellons
Defendant

RECEIVED

APR 21 2022

SC Court of Appeals

Comes now Genevra S. Wellons, on this 12th day
of January 2022, and hereby depose and state the
following and if called on in a Court of Law will
testify to the same.

- 1) That I am Genevra S. Wellons, the mother of Stewart Wellons, and reside at 230 Gum Springs Road in the County of Greenville S.C. 29697.
- 2) ^{gsw} My son ~~also resides here~~ ^{gsw} and as of 2016 lives in a camper on the property at which is his. We have a close relationship. He is 65 and myself, 7m 99.
- 3) I want to bring this information to the Court's attention because I would think it would make a big difference in the outcome of my son Stewart's problem that he created - IT IS NOT THE FIRST TIME.

- 4) Stewart Has Been an ^{28W} ~~intravenous~~ Drug User Since The age of 16 years old. He HAS BEEN TO 27 Treatment Facilities and several out patient programs in His Life.
- 5) All through his College Education He stayed High. He did fairly well for a short time after But His memory and Demeanor started to go. All his other Faculties diminished with That.
- 6) We had an evaluation Done some years ago and it was Determined He Had an anti-social personality and Bi Polar Disorder. He LOST His education He Learned in College and Went Down Hill Because of His Drug Abuse.
- 7) I Read the order From The Hearing of December 20, 2021 and Noticed Judge Simmons stated That his testimony was some what "Disappointed." Yet Nobody Aske him if HE WAS Under The influence of Drugs, when He signed.
- 8) His Attorney, James O'Connell should Have Brought This to The courts Attention, But failed To do so, One of The Plaintiffs witnesses, Tony Opperman, who Has Known Stewart for quite some Time Knows of his addictions.
- 9) My personal opinion of Mr. Opperman and (from what I see, He is a ^{28W} ~~crook~~ and a ~~shyster~~ with That ^{28W} a Very Dishonest Person. I have been Dealing with Tony Opperman For Years.

10) The people involved in this are Tony's friends. Tony also witnessed the document that was said to be a contract.

11) The day of the meeting at the restaurant Stewart and his girl friend were thrown out of the motel they stayed at. He had been up for 3 days on drugs. This was said by both Stewart and his girl friend. I feel this condition put Stewart in a state of mind not acceptable in a court of law, and NOT make him competent enough to walk a side walk let alone sign any type of paper work having to do with land.

12) Many of his Stewarts' possessions have been stolen because of his condition.

13) His father, my husband, willed a trust to him and my daughter is his trustee. If he were to cut loose without someone to look over his money he would have been dead a long time ago. He gets his money from his trustee every month and things he needs are paid for. The \$900.00 a month he receives is gone in 2 days.

14, In closing, Stewart's mind is gone. His judgment is nonexistent and too far gone. I was not expecting him to last this long. I do need to mention that

The reason he was late for the hearing on December 10th 2021, is he could not remember what court he was supposed to go to. He did go to The District Court in Travelers Rest. They then told him he needed to go to the court down town.

15) I will ask the court to stay the order of December 29, 2001, until an evaluation can determine Stewart's competency.

Thank you

Further for affiant sayth Naught

Dated this ^{ASW} ~~day~~ 12 day of January 2022
at Greenville SC.

Notary Public

Genevieve S. Wellons
Genevieve S. Wellons

Witness of Genevieve S. Wellons signature

Witness Michelle Hamby

Date 1/10/22

Michelle Hamby 1-10-22

22 JAN 25 AM 11:06
Paul Wickensimer - CDC BUL SC

Email to: Clerkofcourt@greenvillecounty.org

This is an Exhibit for the case number 2021-CP 2302623 which is the plaintiff

Falcon Fox LLC in hotel Charlie LLC versus Stewart Wellons defendant.

This Affidavit is requested to be time date stamped and added to the Exhibits for the file regarding the filing on January 12, 2022 of the motion to reconsider the Order by the Honorable Judge Simmons in civil case 2021 CP 2302523.

2022 JUN 23 AM 11:05
Paul Henderson COC.GIL.SC

NORTH CAROLINA

DURHAM COUNTY

AFFIDAVIT

Notice in Support for Reconsideration in Case Number 2021-23-02623

State of South Carolina 13th Judicial District Greenville

Personally appeared before me the undersigned, who being duly sworn, deposes and says:

- I have read the information on this affidavit and I understand such information.
- I, Charlene Wellons Hamlett, am the sister of Charles Stewart Wellons and Co-Trustee of the Charles Stewart Wellons Trust formed after April 25, 1997, after the death of our father Charles Russell Wellons as stated in his will for Charles Stewart Wellons inheritance.
- I believe Charles Stewart Wellons to be incompetent to handle his affairs, mentally and physically. In the years since this second trust was established he has not received funds on a regular basis due to his inability to handle monies. He spends recklessly and not for his own good or well being. Over the years we have tried to give Charles Stewart Wellons funds personally to use for his well being and each time he spends the funds recklessly. Therefore the majority of funds from the Trust are used to pay for supporting his living existence.
- There was a first trust set up for Charles Stewart Wellons in the 1980's which he received at age 50. Upon receiving those funds of somewhere in the range of \$300,000.00 he lost it all in less than a year.
- To my knowledge Charles Stewart Wellons has held very few jobs other than working for my father before his death. He is incompetent to hold down a job. He is unable to accomplish or complete the most basic task.
- Because of his incompetent state I believe he was taken advantage of in the said selling

of his property on Highway 101.

- Because of his drug use he has spent many years in many different rehab centers up until my father's death in 1997, which never seemed to help him gain control of his life. Because of the drug abuse and his chemical makeup, I believe Charles Stewart Wellons to be mentally ill and incompetent to handle his own affairs.
- I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Further the affiant sayeth not.

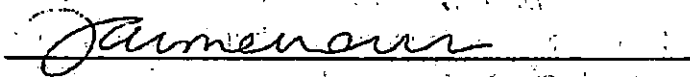


Charlene Wellons Hamlett

NORTH CAROLINA

DURHAM COUNTY

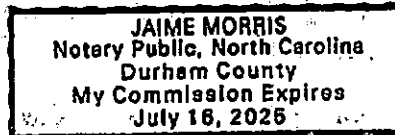
Sworn to and subscribed before me by Charlene Wellons Hamlett this the 24th day of, 2022.



Notary Public

My Commission expires:

7/16/2025



22 JAN 25 AM 11:05
Paul Wickensiner, C.D.C. 901, SC

NORTH CAROLINA

DURHAM COUNTY

AFFIDAVIT

Notice in Support for Reconsideration in Case Number 2021-23-02623

State of South Carolina 13th Judicial District Greenville

Personally appeared before me the undersigned, who being duly sworn, deposes and says:

- I have read the information on this affidavit and I understand such information.
- I, Charlene Wellons Hamlett, am the sister of Charles Stewart Wellons and Co-Trustee of the Charles Stewart Wellons Trust formed after April 25, 1997, after the death of our father Charles Russell Wellons as stated in his will for Charles Stewart Wellons inheritance.
- I believe Charles Stewart Wellons to be incompetent to handle his affairs, mentally and physically. In the years since this second trust was established he has not received funds on a regular basis due to his inability to handle monies. He spends recklessly and not for his own good or well being. Over the years we have tried to give Charles Stewart Wellons funds personally to use for his well being and each time he spends the funds recklessly. Therefore the majority of funds from the Trust are used to pay for supporting his living existence.
- There was a first trust set-up for Charles Stewart Wellons in the 1980's which he received at age 50. Upon receiving those funds of somewhere in the range of \$300,000.00 he lost it all in less than a year.
- To my knowledge Charles Stewart Wellons has held very few jobs other than working for my father before his death. He is incompetent to hold down a job. He is unable to accomplish or complete the most basic task.
- Because of his incompetent state I believe he was taken advantage of in the said selling

COURT of Common Pleas
Master in Equity

State of South Carolina
13th Judicial District
Greenville

CASE NO. 2021-CP-23-02623

22 JAN 12 PM 5:00
Paul Wickensimer CJC GVL SC

Falcon Fox LLC,
Hotel Charile LLC,
Plaintiffs

Affidavit in support
of motion for
Reconsideration

vs.

Stewart Wellons
Defendant

Comes Now Genevieve S. Wellons, on this 12th day
of January 2022, and hereby depose and state the
following and if called on in a Court of Law will
testify to the same.

- 1) That I am Genevieve S. Wellons, the mother of Stewart Wellons, and reside at 230 Gum Springs Road in the County of Greenville S.C. 29697.
- 2) ^{gsw} My son also resides here ^{gsw} and as of 2016 lives in a camper on the property at which is his. We have a close relationship. He is 65 and myself, I'm 99.
- 3) I want to bring this information to the Court's attention because I would think it would make a big difference in the outcome of my son Stewart's problem that he created - it is not the first time.

- 4) Stewart Has Been an ^{ESW} ~~intravenous~~ Drug User Since The age of 16 years old. He Has Been To 27 Treatment Facilities and several out patient programs in His Life.
- 5) All through his College Education He Stayed High. He did fairly well for a short time after But His memory and Demeanor started to go. All his other Faculties Diminished With That.
- 6) We had an evaluation Done some years ago and it was Determined He Had an anti-social Personality and Bi Polar Disorder. He LOST His education He Learned in College and Went Down Hill Because of His Drug Abuse.
- 7) I Read the order From The Hearing of December 20, 2021 and Noticed Judge Simmons stated That his testimony was some what "Disappointed." Yet Nobody Aske him if He WAS under The influence of Drugs when He signed.
- 8) His Attorney, James O'Connell should Have Brought This to The courts Attention, But failed To do so. One of The Plaintiffs witnesses, Tony Opperman, who Has known Stewart for quite some Time knows of his addictions.
- 9) My personal opinion of Mr. Opperman and From what I see, He is a ^{ESW} ~~crook~~ and a ~~shyster~~, with That a ^{ESW} Very Dishonest Person. I have been Dealing with Tony Opperman For years.

10) The people involved in this are Tony's friends. Tony also witnessed the Document That was said to be a Contract.

11) The Day of The meeting at The Restaurant Stewart and His girl Friend went Thrown with of The motel They stayed at. He had Been up for 3 day on drugs. This was said By Both Stewart and his girl Friend. I feel This condition put Stewart in a state of mind NOT acceptable in a Court of Law, AND NOT make him COMPETENT enough to walk a side walk let alone sign any TYPE of Paper work having to DO with land.

12) Many of His, Stewarts, Possessions have been Stolen because of his condition.

13) His Father, my husband, willed a Trust to him and my Daughter is his Trustee. If he were to cut loose without someone to look over his money he would have Been Dead a long Time ago. He gets His money from His Trustee Every month and Things He needs are Paid for. The \$900,00 a month he Receives is gone in 2 days.

14, In Closing, Stewart's mind is gone. His Judgment is nonexistent and to far gone. I WAS NOT expecting him TO LAST THIS LONG. I do need TO mention THAT

The reason he was late for the hearing on December 10th 2021, is he could not remember what court he was supposed to go to. He did go to The District Court in Travelers Rest. They then told him he needed to go to the court down town.

15.) I will ask the court to stay the order of December 29, 2001, until an evaluation can determine Stewart's competency.

Thank you

Further for affiant sayth Naught

Dated this ^{asw} ~~day~~ 12 day of January 2022
at Greenville SC.

Notary Public

Genelia S. Wellons

Genelia S. Wellons

Witness of Genelia S. Wellons signature

Witness Michelle Hamley

Date 1/10/22

Michelle Hamley 1-10-22

In The matter of Wellons v. Falcon Fox
Stewart Wellons
3835 N. Hwy 101
Greer South Carolina 29651

US POSTAGE
Correction
02 74
0001338000 APR 19 2022
MAILED FROM ZIP CODE 29688
\$011.570



RECEIVED

APR 21 2022
SC Court of Appeals

United States Postal Service
SIGNATURE CONFIRMATION™

2345-3470 0000-2540-7877

South Carolina Court of Appeals
P.O. Box 11629
Columbia South Carolina 29211

4/21

PRIORITY MAIL
* * *
TRACKED INSURED
* * *
UNITED STATES POSTAL SERVICE
Label 107FL AN 2012
For Domestic Use Only