

**RECEIVED**

**Oct 09 2023**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas  
G.D. Morgan, Jr., Circuit Court Judge

Civil Action No. 2023-CP-23-01039

Appellate Case No. 2023-

Desimber Rose Wattleton,

Appellant,

v.

A&K Auto Sales and Leasing, LLC, Ameen Aljaouni, Tim Yarger, Tony Scott, Ryan Little,  
Atlantic Acceptance Corp., Westlake Financial Services, Roy Owens and Roy Ownes Towing,  
Defendants,

Of Which A&K Auto Sales and Leasing, LLC and Westlake Financial Services are the  
Respondents.

**APPELLANT’S RETURN TO WESTLAKE SERVICES, LLC  
dba WESTLAKE FINANCIAL SERVICES’ MOTION  
TO DISMISS NOTICE OF APPEAL**

Appellant Desimber Rose Wattleton, respectfully submits this Response to Westlake Services, LLC’s Motion to Dismiss Appellant’s Notice of Appeal filed on October 6, 2023.

A Notice of Appeal has been filed by the Appellant in the above referenced Civil Case in response to the Form 4 filed on September 15, 2023, to which Appellant became aware on September 18, 2023. Westlake has stated in its Motion to Dismiss that “An appeal may only be taken from a final order or judgment. Rule 201, SCACR. The Form 4 order Appellant attempts to appeal that is not a final or appealable order” and “The proposed order Appellant attaches is not an order of the court and is not appealable. Pursuant to Rule 203, a party should not appeal a form order if that form order ‘indicates that a more full and complete order or judgment is to follow.’”

However, the law clearly states that an “Appeal may be taken, as provided by law, from **any final judgment, appealable order or decision.**” Furthermore, Rule 203 states, “When a form or other short order or judgment indicates that a more full and complete order or judgment is to follow, a party ***need not*** appeal until receipt of written notice of entry of the more complete order or judgment.” There is nothing in the South Carolina Rules of Civil Procedure, nor Federal Rules of Civil Procedure that prohibit a Plaintiff from filing a Notice of Appeal as soon as the decision of the presiding Judge is made clear with a Form 4 Order. Specifically, Rule 203 says the Plaintiff/Appellant “Need Not” appeal, it does not say that the Plaintiff/Appellant “Shall Not”, which means there is no explicit restriction in the timing of a filing of a Notice of Appeal that would warrant a Dismissal of that Notice of Appeal for having been filed too early.

The Appellant is a pro se litigant and understood the Form 4 Order to be the final decision of the Court, notwithstanding the forthcoming “more full and complete order” drafted and submitted by Westlake two weeks after the Order, and therefore filed the Notice of Appeal accordingly. Furthermore, Westlake seems to be requesting the Court to both require Appellant to file a Notice of Appeal specifically addressing this order (Exhibit A), while at the same time filing a Motion requesting that the Court dismiss the same Notice of Appeal.

Accordingly, Appellant respectfully requests that the Court dismiss Westlake’s Motion to Dismiss because the order appealed from is in fact the Final Order as of October 9, 2023, and therefore Appellant’s Notice of Appeal is in proper form and timing, inclusive of the Form 4 and the Full and Complete Order (Exhibit B), in compliance with Rules 201 and 203, SCACR.

RESPECTFULLY SUBMITTED,

October 9, 2023

*s/Desimber R. Wattleton*  
**Desimber Rose Wattleton, Pro Se**  
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# **EXHIBIT A**

**WESTLAKE'S RETURN TO APPELLANT'S MOTION TO AUGMENT  
AND CORRECT THE RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas  
G.D. Morgan, Jr., Circuit Court Judge

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Civil Action No. 2023-CP-23-01039

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Appellate Case No. 2023-001469

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Desimber Rose Wattleton,

Appellant,

v.

A&K Auto Sales and Leasing, LLC, Ameen Aljaouni, Tim Yarger, Tony Scott, Ryan Little,  
Atlantic Acceptance Corp., Westlake Financial Services, Roy Owens and Roy Ownes Towing,  
Defendants,

Of Which A&K Auto Sales and Leasing, LLC and Westlake Financial Services are the  
Respondents.

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**WESTLAKE SERVICES, LLC dba WESTLAKE FINANCIAL SERVICES' RETURN  
TO APPELLANT'S MOTION TO AUGMENT AND CORRECT THE RECORD ON  
APPEAL**

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Pursuant to Rule 240(e) of the South Carolina Appellate Court Rules, Westlake Services, LLC dba Westlake Financial Services ("Westlake"), erroneously sued as its fictitious business name, respectfully submits this Return to Appellant Desimber Rose Wattleton's "Motion to Augment and Correct the Record on Appeal."

In the Motion, Appellant requests the Court allow her to "augment and correct the record on appeal to include documents in this case that were not included in the Initial Notice of Appeal." Appellant's requested relief is procedurally improper. The record on appeal has not been established yet and will be based on the designations each party makes in accordance with Rule

209 of the South Carolina Appellate Court Rules. To the extent Appellant wishes to include an order in the record on appeal, she can designate the order pursuant to Rule 209.

To the extent Appellant seeks to retroactively add another order into the notice of appeal she has already filed and served, this is also improper. Rule 203 of the South Carolina Appellate Court Rules requires a party to file and serve a notice of appeal within thirty days after receipt of written notice of entry of the order. The notice of appeal must include a proof of service that the notice has been served on all respondents and the circuit court, a copy of the order challenged on appeal, and a statement indicating when the appellant received written notice of entry of the order. *Id.* The notice of appeal that was filed and served indicates Appellant is appealing “the order of the Honorable G.D. Morgan, Jr. dated September 15, 2023,” and indicates Appellant received written notice of entry “of this order on September 18, 2023,” and attaches one order. It does not indicate that she is appealing two separate orders. Appellant cannot retroactively attach a separate order to the notice of appeal. If Appellant wishes to appeal another order of Judge Morgan, Appellant should file a separate notice of appeal from that order because it was not included in the original notice of appeal and serve the additional notice of appeal on the parties and the circuit court.

If the Court does consider Appellant’s request to retroactively add an order to the already-served notice of appeal, the Court should deny the motion. An appeal may only be taken from a final order or judgment. Rule 201, SCACR. The order Appellant seeks to add is a Form 4 order that is not yet final or appealable. *See Cheap-O’s Truck Stop, Inc. v. Cloyd*, 350 S.C. 596, 605, 567 S.E.2d 514, 518 (Ct. App. 2002) (stating a Form 4 order is not effective as a final order if the circuit court specifies that the final order will be prepared by the attorney). The Form 4 Order states: “Counsel for Defendant Westlake to prepare formal order.” Pursuant to Rule 203, a party

should not appeal a form order if that form order “indicates that a more full and complete order or judgment is to follow.” The Court should deny Appellant’s request to retroactively add an interlocutory Form 4 order into her already filed notice of appeal.<sup>1</sup>

Finally, if the Court denies Appellant’s motion to retroactively include the Form 4 order related to Westlake, Westlake should not be listed as a respondent in the current appeal. In the notice of appeal, Appellant only attaches the Form 4 order relating to Respondent A&K Auto Sales and Leasing, LLC’s motion. Thus, the adverse party in the current appeal would only be Respondent A&K Auto Sales and Leasing, LLC, not Westlake. *See* Rule 202, SCACR (explaining a respondent is the adverse party).

Accordingly, Westlake respectfully requests the Court deny Appellant’s “Motion to Augment and Correct the Record on Appeal” and note that Westlake is not a respondent in this appeal.

RESPECTFULLY SUBMITTED,

**SMITH | ROBINSON**  
**Smith Robinson Holler DuBose and Morgan, LLC**

*s/Shanon N. Peake*  
G. Murrell Smith, Jr.  
**Shanon N. Peake**  
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Columbia, South Carolina  
October 4, 2023

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<sup>1</sup> The undersigned counsel filed a proposed formal order on October 4, 2023, and it is currently under Judge Morgan’s consideration.

# **EXHIBIT B**

**FORM 4 ORDER INCLUDING THE FULL AND COMPLETE ORDER  
OF DISMISSAL FILED WITH THE GREENVILLE COUNTY  
CIVIL COURT ON OCTOBER 9, 2023**



from Atlantic Acceptance and an email communication from Westlake on October 28, 2022, telling her to make her payments to Westlake.

Plaintiff alleges she made payments in accordance with these instructions until January 2023. Plaintiff alleges she received notification from A&K Auto that Atlantic Acceptance did not provide funding for the vehicle and that she needed to return to the dealership to obtain financing through another entity. She alleges she called Westlake, but Westlake was not aware of this information. Plaintiff alleges Roy Owens Towing repossessed the vehicle on February 25, 2023. She alleges Roy Owens Towing produced a repossession order dated February 23, 2023, which showed A&K Auto as the creditor.

In the First Amended Complaint, Plaintiff brought the following causes of action: (1) breach of contract, (2) breach of good faith and fair dealings, (3) civil conspiracy to commit fraud, (4) predatory lending, (5) violation of the Fair Credit Reporting Act, (6) false and misleading representations, (7) invasion of privacy, (8) emotional distress, (9) contributory negligence, and (10) promissory estoppel. Plaintiff only made specific allegations as to Westlake in the promissory estoppel and breach-of-contract causes of action. Westlake filed a motion to dismiss on April 21, 2023. The Court held a hearing on Westlake's motion to dismiss on June 30, 2023. On July 10, 2023, the Court granted Westlake's motion to dismiss. The Court allowed Plaintiff ten days to file an amended complaint to replead her causes of action.

Plaintiff filed the Second Amended Complaint on July 10, 2023. In the Second Amended Complaint, Plaintiff brings the following causes of action: (1) breach of contract, (2) breach of good faith and fair dealings, (3) fraud, (4) violation of the Fair Credit Reporting Act ("FCRA"), and (5) negligence. Plaintiff only makes specific allegations against Westlake as to her claims for

breach of good faith and fair dealing, violation of the FCRA, and negligence. Westlake filed a motion to dismiss the Second Amended Complaint on July 26, 2023.

### **STANDARD OF REVIEW**

“Under Rule 12(b)(6) [of the South Carolina Rules of Civil Procedure,] a defendant may make a motion to dismiss based on a failure to state facts sufficient to constitute a cause of action.” *Baird v. Charleston Cnty.*, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999). “Generally, in considering a 12(b)(6) motion, the trial court must base its ruling solely upon allegations set forth on the face of the complaint.” *Id.* The Court should “dismiss a claim when the defendant demonstrates the plaintiff’s ‘failure to state facts sufficient to constitute a cause of action’ in the pleadings filed with the court.” *FOC Lawshe Ltd. P’ship v. Int’l Paper Co.*, 352 S.C. 408, 412, 574 S.E.2d 228, 230 (Ct. App. 2002) (quoting Rule 12(b)(6)). The Court is “not bound to accept as true a legal conclusion couched as a factual allegation.” *Builder Mart of Am., Inc. v. First Union Corp.*, 349 S.C. 500, 512, 563 S.E.2d 352, 358 (Ct. App. 2002), *overruled on other grounds by Farmer v. Monsanto Corp.*, 353 S.C. 553, 579 S.E.2d 325 (2003) (quoting *Papasan v. Allain*, 478 U.S. 265, 286 (1986)); *see also Carolina Winds Owners’ Ass’n, Inc. v. Joe Holden Builder, Inc.*, 297 S.C. 74, 76, 374 S.E.2d 897, 899 (Ct. App. 1988) (“A motion under Rule 12(b)(6) or Rule 12(c) admits the well pleaded facts in the complaint, but it does not admit the inferences drawn by the plaintiff from such facts, nor does it admit conclusions of law.”).

### **FINDINGS**

Viewing the facts in the light most favorable to Plaintiff, the Court hereby grants the motion and dismisses Westlake from this case.

**A. Breach of the implied covenant of good faith and fair dealing**

The Court grants the Motion to Dismiss as to Plaintiff’s claim for breach of the implied covenant of good faith and fair dealing against Westlake. “[T]he implied covenant of good faith and fair dealing is not an independent cause of action separate from the claim for breach of contract.” *RoTec Servs., Inc. v. Encompass Servs., Inc.*, 359 S.C. 467, 473, 597 S.E.2d 881, 884 (Ct. App. 2004). Plaintiff initially brought a claim against Westlake for breach of contract, but the Court previously dismissed this claim because Plaintiff did not allege a contract existed between herself and Westlake. In the prior Order, the Court directed Plaintiff to replead her breach of the implied covenant of good faith and fair dealing cause of action and breach of contract cause of action as one cause of action for breach of contract. Plaintiff did not do so. Instead, she included a claim for breach of contract against A&K Auto and included a claim for breach of the implied covenant of good faith and fair dealing against Westlake. Plaintiff cannot maintain a separate cause of action for breach of the implied covenant of good faith and fair dealing. At the hearing, Plaintiff consented to the dismissal of this cause of action. Accordingly, this cause of action is dismissed.

**B. Violation of the FCRA**

The Court grants the Motion to Dismiss as to Plaintiff’s claim for violation of the FCRA against Westlake. Pursuant to the FCRA, “[a] person shall not furnish any information relating to a consumer to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate.” 15 U.S.C. § 1681s-2(a)(1)(A). “[T]he term ‘reasonable cause to believe the information is inaccurate’ means having specific knowledge, other than solely allegations by the consumer, that would cause a reasonable person to have substantial doubts about the accuracy of the information.” 15 U.S.C. § 1681s-2(a)(1)(D). The FCRA also prohibits a

furnisher from furnishing information if “(i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate; and (ii) the information is, in fact, inaccurate.” 15 U.S.C. § 1681s-2(a)(1)(B). “Additionally, any person who ‘regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies’ must correct and update the information provided so that it is ‘complete and accurate.’” *Saunders v. Branch Banking & Tr. Co. of Va.*, 526 F.3d 142, 148 (4th Cir. 2008) (quoting 15 U.S.C. § 1681s-2(a)(2)).

The “FCRA explicitly bars private suits for violations of § 1681s-2(a), but consumers can still bring private suits for violations of § 1681s-2(b).” *Id.* at 149. Therefore, there is no civil liability for alleged violations of § 1681s-2(a). A private cause of action only exists under the FCRA pursuant to 15 U.S.C. § 1681s-2(b).

Pursuant to 15 U.S.C. § 1681s-2(b), a furnisher of information to a consumer reporting agency must investigate after receiving notice of a dispute regarding the accuracy of information provided to a consumer reporting agency. However, this duty to investigate is contingent upon receiving proper notice of a dispute from a consumer reporting agency pursuant to 15 U.S.C. § 1681i(a)(2). *See* 15 U.S.C. § 1681s-2(b)(1) (“After receiving notice pursuant to subsection 1681i(a)(2) . . .”). “[A] furnisher’s duty to investigate is not triggered until it receives notification of a dispute from a consumer reporting agency.” *Mavilla v. Absolute Collection Serv., Inc.*, 539 F. App’x 202, 208 (4th Cir. 2013). Notification from a consumer is not sufficient to create a duty to investigate under the FCRA and cannot give rise to a private cause of action for violation of the FCRA. “Once the duty to investigate is triggered, a furnisher breaches that duty if it fails to comply within thirty days.” *Id.* A private cause of action for violation of the FCRA cannot arise until the expiration of the 30-day period for investigation. *Id.*

Therefore, to state a claim under the FCRA, Plaintiff must allege that (1) she disputed specific information on her credit report with a consumer reporting agency, (2) the consumer reporting agency notified Westlake about the dispute, and (3) Westlake failed to reasonably investigate the dispute. *See Wilson v. Wells Fargo Bank*, No. CV 2:22-3594-BHH-MHC, 2023 WL 4466948, at \*4 (D.S.C. June 13, 2023), *report and recommendation adopted*, 2023 WL 4458944 (D.S.C. July 10, 2023) (finding a plaintiff failed “to state a claim under [the FCRA] because she has not alleged any facts as to when she allegedly disputed information, with which [consumer reporting agencies] she disputed the information, how she disputed the information, what information about which account she disputed, and other facts to support her belief that these unidentified [consumer reporting agencies] notified Wells Fargo of the dispute”).

Plaintiff’s claim for violation of the FCRA fails because Plaintiff has not alleged that she disputed any information with a consumer reporting agency, that the consumer reporting agency notified Westlake of the dispute, or that Westlake failed to reasonably investigate the dispute. Plaintiff alleges that she called Westlake to inform them that the dealership said it never received funding from Atlantic Acceptance, but Westlake “was not aware of anything [the dealership] alleged concerning Atlantic Acceptance and processed another payment from Plaintiff on that day.” *Id.* ¶¶ 14, 55. Plaintiff alleges Westlake “had a duty to validate th[e] debt at the time of purchase and a further duty to take reasonable measures to resolve the loan once they became aware that the loan was illegitimate.” *Id.* ¶ 58. This is not sufficient to bring a claim under the FCRA. These allegations are an attempt to bring a private claim against Westlake under § 1681s-2(a), which the FCRA has explicitly barred. There are no allegations in the Second Amended Complaint to satisfy the requirements to bring a private cause of action under § 1681s-2(b).

Therefore, the Court dismisses the FCRA claim against Westlake.

### C. Negligence

The Court grants the Motion to Dismiss as to Plaintiff's claim for negligence against Westlake. "To establish a cause of action in negligence, three essential elements must be proven: (1) duty of care owed by defendant to plaintiff; (2) breach of that duty by a negligent act or omission; and (3) damage proximately resulting from the breach of duty." *Bishop v. S.C. Dep't of Mental Health*, 331 S.C. 79, 88, 502 S.E.2d 78, 82 (1998). "If there is no duty, the defendant is entitled to a judgment as a matter of law." *Moore v. Weinberg*, 373 S.C. 209, 221, 644 S.E.2d 740, 746 (Ct. App. 2007). "If the plaintiff fails to prove the defendants owed her a legal duty of care, she fails to prove actionable negligence." *Nelson v. Piggly Wiggly Cent., Inc.*, 390 S.C. 382, 391, 701 S.E.2d 776, 781 (Ct. App. 2010).

Plaintiff does not make any allegations that Westlake owed her a duty or that Westlake breached any duty. As to duty, Plaintiff alleges that A&K Auto owed a duty to Plaintiff to "adhere to the contracts in place concerning the sale, ownership, and laws governing vehicle recovery in the State of South Carolina." Sec. Am. Compl. ¶ 67. Plaintiff alleges A&K Auto breached this duty by issuing an order of repossession. *Id.* ¶ 68. Plaintiff alleges the repossession caused her to "exit her home at nearly midnight in an attempt to stop the repossession of her vehicle" and injure her foot when she "stepped off the embankment in the yard." *Id.* ¶ 69. Plaintiff's sole allegations as to Westlake in the negligence cause of action are as follows:

70. As a Direct Cause of the actions of Defendants A&K Auto Sales and Westlake Financial Services, Plaintiff has suffered a broken foot and sprained ankle, all of which is a result of her vehicle being unlawfully repossessed.
71. But for the willful negligence and conduct of A&K Auto Sales and Westlake Financial Services, Plaintiff would not have sustained this Physical Personal Injury on February 24th, 2023 and the Pain and Suffering Plaintiff has since and will continue to endure as a result. Therefore, Plaintiff is entitled to ACTUAL, CONSEQUENTIAL, and PUNITIVE

DAMAGES in an amount to be determined by a jury in accordance with the law and evidence in the case.

*Id.* ¶¶ 70–71. Therefore, Plaintiff’s claim fails to meet at least two elements of negligence.

Plaintiff’s claim for negligence against Westlake further fails because Westlake was not involved in the repossession of Plaintiff’s vehicle and did not proximately cause any injury to Plaintiff. “Negligence is not actionable unless it proximately causes the plaintiff’s injury.” *Hurd v. Williamsburg Cnty.*, 353 S.C. 596, 611, 579 S.E.2d 136, 144 (Ct. App. 2003), *aff’d*, 363 S.C. 421, 611 S.E.2d 488 (2005).

Proximate cause requires proof of both causation in fact, and legal cause. Causation in fact is proved by establishing the plaintiff’s injury would not have occurred “but for” the defendant’s negligence. Legal cause, in contrast to the “but for” nature of causation in fact, is proved by establishing foreseeability. The standard by which foreseeability is determined is that of looking to the natural and probable consequences of the complained of act. . . . A negligent act or omission is a proximate cause of injury if, in a natural and continuous sequence of events, it produces the injury, and without it, the injury would not have occurred.

*Id.* at 611–12, 579 S.E.2d at 144 (internal citations omitted). “One is not charged with foreseeing that which is unpredictable or which would not be expected to happen as a natural and probable consequence of the defendant’s negligent act.” *Id.* at 612, 579 S.E.2d at 144. The independent and intervening actions of a third person will break the causal chain where “the intervening act and the injury resulting therefrom are of such character that” the alleged negligent party would not have “reasonably foreseen and anticipated them in light of the attendant circumstances.”

The Court finds Westlake’s alleged actions or inactions did not proximately cause any injuries to Plaintiff. Westlake did not repossess the vehicle and is not alleged to have any involvement in the repossession the vehicle. Instead, Plaintiff alleges Roy Owens Towing repossessed the vehicle and the order of repossession showed A&K Auto as the creditor. Westlake did not provide financing to Plaintiff or promise to provide financing to Plaintiff; as Plaintiff

alleges, Westlake was a servicer of the loan. That Plaintiff would injure her foot while attempting to stop a repossession that was not ordered by Westlake is not foreseeable from Westlake's alleged conduct. There is no causation in fact or legal cause here, and thus Plaintiff cannot show Westlake proximately caused any injuries to her.

At the hearing, Plaintiff argued that Westlake had a duty under the FCRA to report accurate information and acted negligently in reporting an inaccurate tradeline on her credit. However, Plaintiff does not make these allegations related to negligence in her Second Amended Complaint. Plaintiff bases her negligence cause of action on the repossession of the vehicle and her resulting injury. Even if the Court were to construe Plaintiff's Amended Complaint to include the purported negligent actions Plaintiff argued at the hearing, Plaintiff may not maintain a state law claim for negligence because the FCRA preempts such a claim. *See* 15 U.S.C. § 1681h(e) (“[N]o consumer may bring any action or proceeding in the nature of . . . negligence with respect to the reporting of information against . . . any person who furnishes information to a consumer reporting agency . . . .”); 15 U.S.C. § 1681t(b)(1)(F) (“No requirement or prohibition may be imposed under the laws of any State . . . with respect to any subject matter regulated under . . . section 1681s–2 of this title, relating to the responsibilities of persons who furnish information to consumer reporting agencies . . . .”). Accordingly, this cause of action is dismissed.

***D. Declaratory Judgment***

In the wherefore clause of the Second Amended Complaint, Plaintiff requests “equitable relief in the form of compensatory damages, punitive damages, declaratory judgment, and applicable court costs, attorney’s fees, and administrative fees in the amount of \$1,000,000.” Westlake argues the Court should dismiss Plaintiff’s request for a declaratory judgment because

she does not make any specific allegations or request. The Court agrees and dismisses Plaintiff's request for declaratory judgment.

**CONCLUSION**

The Court hereby GRANTS the motion and dismisses Westlake from this action.

**AND IT IS SO ORDERED.**

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Honorable G.D. Morgan, Jr.

*(judicial signature to follow)*



Greenville Common Pleas

**Case Caption:** Desimber Rose Wattleton vs. A&K Auto Sales And Leasing LLC ,  
defendant, et al  
**Case Number:** 2023CP2301039  
**Type:** Order/Dismissal

So Ordered

G.D. Morgan Jr.

# Certificate of Electronic Notification

## Recipients

**Shanon Peake** - Notification transmitted on 10-09-2023 08:57:02 AM.

**G. Smith** - Notification transmitted on 10-09-2023 08:56:22 AM.

**Robert Childs** - Notification transmitted on 10-09-2023 08:55:32 AM.

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
NOTICE OF ELECTRONIC FILING [NEF]

-

**A filing has been submitted to the court RE:** 2023CP2301039

**Official File Stamp:** 10-09-2023 08:54:15 AM

**Court:** CIRCUIT COURT

Common Pleas

Greenville

**Case Caption:** Desimber Rose Wattleton vs. A&K Auto Sales  
And Leasing LLC , defendant, et al

**Document(s) Submitted:** Order/Dismissal-as to Defendant Westlake  
Financial Services Order/Dismissal

**Filed by or on behalf of:** Grenville D. Morgan

This notice was automatically generated by the Court's auto-notification system.

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**The following people were served electronically:**

Robert Clyde Childs, III for A&K Auto Sales

Shanon N. Peake

G. Murrell Smith, Jr.

**The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:**

Desimber Rose Wattleton for Desimber Rose  
Wattleton

Desimber Rose Wattleton for Desimber Rose  
Wattleton

Desimber Rose Wattleton  
PLAINTIFF(S)

Westlake Financial Services et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (*CHECK REASON*):  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN** (*CHECK REASON*):  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

This matter is before the Court on Defendant Westlake Financial Services' Motion To Dismiss. Based on a review of the file, submissions of the parties, and oral arguments, the Defendant's Motion is hereby respectfully GRANTED. Counsel for Defendant Westlake to prepare formal order.

It is so ordered.

**ORDER INFORMATION**

This order  ends  does not end the case.

See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/15/2023 .

Desimber Rose Wattleton for Desimber Rose Wattleton  
Desimber Rose Wattleton for Desimber Rose Wattleton

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Greenville Common Pleas

**Case Caption:** Desimber Rose Wattleton vs. A&K Auto Sales And Leasing LLC ,  
defendant, et al  
**Case Number:** 2023CP2301039  
**Type:** Order/Electronic Form 4

So Ordered

G.D. Morgan Jr.

**RECEIVED**

**Oct 09 2023**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
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APPEAL FROM GREENVILLE COUNTY  
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Appellate Case No. 2023-

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A&K Auto Sales and Leasing, LLC, Ameen Aljaouni, Tim Yarger, Tony Scott, Ryan Little,  
Atlantic Acceptance Corp., Westlake Financial Services, Roy Owens and Roy Ownes Towing,  
Defendants,

Of Which A&K Auto Sales and Leasing, LLC and Westlake Financial Services are the  
Respondents.

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**PROOF OF SERVICE**

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I certify that a true copy of Appellant Desimber Rose Wattleton's Return to Westlake Financial, LLC's Motion to Dismiss Notice of Appeal in this case has been served on the following, this 9th of October, 2023, by emailing a copy to each attorney listed below using their primary email address listed in the Attorney Information System pursuant to Rule 262 of the South Carolina Appellate Court Rules and the May 6, 2022 Order of the South Carolina Supreme Court (Appellate Case No. 2020- 000447).

Shannon N. Peake – murrell@smithrobinsonlaw.com  
G. Murrell Smith, Jr. – murrell@smithrobinsonlaw.com  
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*Counsel for Westlake Financial, LLC*

Robert Childs, III – robert@lawyerchilds.com  
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20 Center Street  
Travelers Rest, SC 29690  
*Counsel for A&K Auto Sales, LLC*

Respectfully Submitted,

October 9, 2023

*s/Desimber R. Wattleton*  
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Desimber Rose &lt;desimberrose@gmail.com&gt;

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**Wattleton v. A&K Auto, Westlake C/A No. 2023-CP-23-01039 / Appellate Case No. 2023-001469**

1 message

**Desimber Rose** <desimberrose@gmail.com>

Mon, Oct 9, 2023 at 11:45 AM

To: Shanon Peake &lt;shanon.peake@smithrobinsonlaw.com&gt;

Cc: "robert@lawyerchilds.com" &lt;Robert@lawyerchilds.com&gt;, Terry Rouse &lt;terry@lawyerchilds.com&gt;, Jennifer Lisandrelli &lt;jennifer.lisandrelli@smithrobinsonlaw.com&gt;

Good Morning,

Please find attached for service Appellant/Plaintiff's Return to Westlake Financial, LLC's Motion to Dismiss Notice of Appeal dated October 6, 2023 in the above-referenced case.

Best Regards,  
D. Rose Wattleton

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 **Appellant Response to Motion to Dismiss - Westlake.pdf**  
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