

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)
)
CBL Services,)
)
Plaintiff,)
)
vs.)
)
Ryan Antonio Burgess,)
)
Defendant,)

IN THE COURT OF COMMON PLEAS
C/A No: 2024-CP-21-01953

**ORDER GRANTING SUMMARY
JUDGMENT**

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APR 16 2025
SC Court of Appeals

0068-24-0001

This matter comes before me upon Motion of the Plaintiff, CBL Services, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, seeking an Order Granting Summary Judgment in this matter. This is a collection matter.

On July 30, 2024, Plaintiff's counsel filed and served a Motion for Summary Judgment with a supporting affidavit. No counter-affidavit was filed.

The hearing on this matter was held before me on April 7, 2025, at the Florence County Courthouse. Present and participating in the hearing was Jason M. Hunter of the law firm Crawford & von Keller, LLC for the Plaintiff. The Defendant Ryan Antonio Burgess appeared *pro se*.

Based upon the proof made of the facts and circumstances alleged in the pleadings, through the affidavit in support of summary judgment, and the Verified Statement of Account, I find, conclude and order as follows:

STANDARD

Summary Judgment is warranted only if there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRPC. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." Bloom v. Ravoira, 339 S.C. 417, 529 S.E.2d 710 (2000). The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. However, once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent must come forward with specific facts showing there is a genuine issue for trial." Garvin v. Bi-Lo, Inc., 337 S.C. 436, 523 S.E.2d 481 (Ct. App. 1999). The opponent cannot merely rely upon the pleadings, but must submit some additional evidence creating a genuine issue of material fact.

When plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. Ellis v. Davidson, 358 S.C. 509, 595 S.E.2d 817 (Ct. App. 2004). The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.

Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433 (2003). "It is a gratuitous cruelty to the parties and their witnesses to put them through the emotional ordeal when the outcome is foreordained" and in such cases summary judgment is appropriate. Mason v. Continental Illinois National Bank, 704 F.2d 361, 367 (7th Cir. 1983).

FINDINGS OF FACT

1) The Summons and Complaint along with a verified Statement of Account were filed by the Plaintiff on July 30, 2024, seeking judgment against the Defendant for a deficiency balance owed on a contract in the amount of \$35,934.63.

2) Plaintiff is a corporation organized and existing under the laws of the United States of America and is authorized to do business in the State of South Carolina.

3) Defendant is a resident of the State of South Carolina and has availed himself of the jurisdiction of this Court by making a voluntary, general appearance in the instant case.

4) This Court has jurisdiction over this matter pursuant to South Carolina Code of Laws Ann. § 36-2-802 and 36-2-803(A)(1) and (7).

5) On or about September 22, 2021, Defendant Ryan Antonio Burgess on behalf of Ryan Transport, LLC made, executed and delivered to North Mill Credit Trust, for valid consideration given, a certain Commercial Security Agreement, Personal Guaranty, Certificate of Incumbency and Authority, Authorization Agreement for Automatic Withdrawal from Account, Electronic Record and Signature Disclosure, and North Mill Credit Insurance Requirements (hereinafter collectively referred to as the "Contract") in writing, wherein and whereby payment was promised to North Mill Credit Trust or its order the sum of Seventy-One Thousand, Eight Hundred Fifty-Seven and 98/100 (\$71,857.98) Dollars pursuant to the terms and conditions set out in the Contract.

6) For valuable consideration given, and to further induce the Plaintiff's predecessor-in-interest to enter into the Contract, Defendant Burgess did Personally Guaranty the amounts due under the Contract delivered to Plaintiff on or about September 22, 2021. Defendant Ryan Antonio Burgess, as Personal Guarantor, promised to repay Plaintiff the amounts due under the Contract in the event that Ryan Transport, LLC failed to abide by the terms of the Contract at issue.

7) Ryan Transport, LLC was initially a Defendant in the instant case, but was dismissed by the Plaintiff upon discovery that it was no longer a going concern.

8) The subject Contract was subsequently assigned to the Plaintiff.

9) The Contract enabled Ryan Transport, LLC to purchase a 2018 Wabash Articlite Dry Freight 53 foot Trailer. Ryan Transport, LLC granted a security interest in said collateral unto Plaintiff's predecessor-in-interest.

10) Ryan Transport, LLC defaulted on payment under the Contract, and on or about November 2022, Ryan Transport, LLC surrendered the collateral unto Plaintiff's predecessor-in-interest.

11) On or about November 15, 2022, a Notice of Public Private Sale was issued unto Defendant Ryan Antonio Burgess and Ryan Transport, LLC.

12) A subsequent sale of the subject collateral was held in a commercially reasonable manner, producing proceeds of \$26,000.00 which were applied to the subject account. On or about February 9, 2023, a Notice was issued Defendant Ryan Antonio Burgess and Ryan Transport, LLC notifying them of a then-remaining deficiency balance of \$32,836.32, as well as their responsibility for said deficiency. This balance remains unpaid.

13) As Ryan Transport, LLC has failed to cure the deficiency, and as a result of the subject guaranty, Defendant Ryan Antonio Burgess is responsible for payment of the balance owed under the Contract to the Plaintiff.

14) Pursuant to the subject Personal Guaranty, Defendant Ryan Antonio Burgess is responsible for payment of all attorneys' fees incurred by Plaintiff in the instant case.

CONCLUSIONS OF LAW

Due to the foregoing, it is therefore ORDERED, ADJUDGED, AND DECREED that:

- a) The Plaintiff's Motion for Summary Judgment against the Defendant is granted;
- b) The Defendant's Answer filed on November 8, 2024 in the instant case is hereby dismissed with prejudice;
- c) The Defendant's Answer filed on November 12, 2024 in the instant case is hereby dismissed with prejudice;
- d) The Defendant's Motion for Reconsideration filed February 11, 2025 in the instant case is hereby denied;
- e) Defendant Ryan Antonio Burgess is found to be responsible for the amounts owed under the subject Contract;
- f) I further find that the Plaintiff is entitled to attorneys fees and costs as set forth in the subject Personal Guaranty;
- g) This matter is to be scheduled for a default damages hearing to determine the amounts owed under the subject Contract.

AND IT IS SO ORDERED!

JUDGE'S SIGNATURE PAGE TO FOLLOW