

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT  
CASE NO. 2025-CP-08-01090

Shaunise Nelson,

Plaintiff,

vs.

Ally Financial Inc., Herbie's Towing  
Service, and Hook & Book Recovery SC  
LLC,

Defendants.

**ORDER GRANTING ALLY BANK'S  
MOTION FOR SUMMARY JUDGMENT**

**RECEIVED**

**Apr 27 2026**

**SC Court of Appeals**

**This Cause** coming on to be heard before the undersigned Honorable Berkeley Court of Common Pleas Judge T.J. Rode who, having heard and examined the evidence, makes the following findings of fact and conclusions of law:

1. On or about June 12, 2020, Plaintiff executed a Retail Installment Sales Contract (the "Contract") with Marietta Luxury Motors whereby she purchased a 2017 Mercedes-Benz C300, Vin No.: WDDF4KB3HR252918 (the "Vehicle") for a total sales price of \$37,639.36. The Contract was later assigned to Ally Bank, erroneously sued as Ally Financial, Inc. in this matter (collectively, "Ally"), which maintains a security interest in the Vehicle.

2. The Contract provides that Plaintiff is in breach if she fails to make payments when due and provides Ally the right to repossess the Vehicle in the event of default.

3. Plaintiff defaulted under the terms of the Contract by failing to make payments in October and November 2024.

4. On December 10, 2024, Ally sent Plaintiff a letter ("Notice to Cure") notifying her that her payments were delinquent, and giving her until December 23, 2024, to pay an \$1,510.36 amount due on the account. The Notice to Cure stated that if the amount due were not paid, Ally

could repossess the collateral.

5. The Notice to Cure was sent to the address for Plaintiff listed on the Contract, and Ally has filed an affidavit stating that this was the address of record for Plaintiff at the time of the December 10, 2024 Notice to Cure. Although Plaintiff asserts that she changed addresses, she has not submitted evidence showing that she notified Ally of a change of address *prior* to the December 10, 2024 Notice to Cure.

6. On or about December 12, 2024 Ally received a money order from Plaintiff for \$255.00 (the “Money Order”) with a notation asserting that the “tender of Payment is in full satisfaction & final settlement of all claims.”

7. Ally applied the \$255.00 money order as a payment on the loan, but did not agree to accept Plaintiff’s money order in full satisfaction of the debt. On February 28, 2025, Ally informed Plaintiff that she was responsible for the remaining balance of \$14,936.93.

8. On April 1, 2025, Ally repossessed the Vehicle pursuant to the Contract.

9. On April 3, 2025, Plaintiff filed her Complaint in this action, alleging damages arising out unlawful repossession, asserting that the debt was satisfied through her Money Order, and that Ally failed to provide her with proper notice.

10. On June 6, 2025, Ally filed its Answer and Counterclaims in this action, denying the allegations in Plaintiff’s Complaint, and asserting counterclaims against Plaintiff for a declaratory judgment affirming its repossession of the vehicle and for breach of contract due to Plaintiff’s default on the Contract.

11. Summary judgment is proper where there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. SCRCP 56(c). However, “it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not

genuine.” *Kitchen Planners v. Friedman*, 440 S.C. 456, 462 (2023).

12. Plaintiff’s Money Order did not satisfy her obligations under the Contract, nor does it constitute a binding modification of the Contract or an accord and satisfaction of the debt, because there was no meeting of the minds nor acceptance of Plaintiff’s terms.

13. Ally’s Notice to Cure constitutes legal notice of Ally’s intent to repossess Plaintiff’s vehicle.

14. Plaintiff has presented no reasonable evidence of a genuine issue of material fact that is ripe for trial. Accordingly, due to the findings contained herein, Ally is entitled to judgment as a matter of law.

15. Plaintiff has defaulted on her obligations under the Contract, and owes Ally an unpaid balance of \$14,043.06, plus finance charges, fees, expenses, costs, and attorney’s fees to the extent allowed under the Contract, less any amounts that Ally may recover from the sale of the vehicle.

**NOW, THEREFORE, IT IS ORDERED:**

(A) Plaintiff’s claims against Ally are dismissed, with prejudice.

(B) Ally is entitled to possession of the Vehicle. Ally may sell the vehicle pursuant to the terms of the Contract and apply the proceeds of sale to the amount owed by Plaintiff.

(C) The Court reserves jurisdiction to enter a deficiency judgment to the extent there is a deficiency remaining following the sale of the vehicle by Ally, upon a proper motion by Ally.

**IT IS SO ORDERED.**

**[JUDGE’S SIGNATURE PAGE TO FOLLOW]**



Berkeley Common Pleas

**Case Caption:** Shaunise A Nelson VS Ally Financial Inc. , defendant, et al

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**Type:** Order/Summary Judgment

So Ordered

s/ T.J. Rode (#2792)