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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court

Judge

Case No. 2025-000733

CBL SERVICES, Respondent,

v.

RYAN ANTONIO BURGESS, Appellant.

RECORD ON APPEAL

Ryan Antonio Burgess
509 N. Williamson Rd.
Florence, South Carolina
29506
Telephone 843-676-5033
pro se Appellant

Jason M. Hunter
Crawford & von Keller, LLC
Post Office Box 4216
Columbia, South Carolina
29204
Telephone 803-790-2626
ATTORNEYS FOR RESPONDENT

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Order Granting Summary Judgment of
April 11, 2025

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF FLORENCE	)	C/A No: 2024-CP-21-01953
CBL Services,	)	
Plaintiff,	)	**ORDER GRANTING SUMMARY JUDGMENT**
vs.	)	
Ryan Antonio Burgess,	)	
Defendant,	)	

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), SCRCP. "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.

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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.

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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

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ELECTRONICALLY FILED - 2025 Apr 11 10:10 AM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-40-01953

CBL Services,

PLAINTIFF

vs.
Ryan Antonio Burgess

DEFENDANTS

Submitted by: Crawford & von Keller, LLC Post Office Box 4216, Columbia, SC 29240	Attorney for Plaintiff

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. ☐ See page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other – _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ 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:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk: Order Granting Summary Judgment

INFORMATION FOR THE JUDGMENT INDEX
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
CBL Services	Ryan Antonio Burgess	$ To be determined
		$
		$

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

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For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2024 and a copy mailed first class or placed in the appropriate attorney's box on this the _____ day of _____, 2025 to attorneys of record or to parties (when appearing pro se) as follows:

B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
B. Lindsay Crawford, IV (SC Bar# 101707)
Jason M. Hunter (SC Bar#101501)
Crawford & von Keller, LLC.
PO Box 4216
1640 St. Julian Place (29204)
Columbia, SC 29240
Phone: 803-790-2626

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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Florence Common Pleas

Case Caption: Cbl Services Llc VS Ryan Transport Llc , defendant, et al

Case Number: 2024CP2101953

Type: Order/Summary Judgment

So Ordered

s/ The Honorable Michael G. Nettles #2140

Motion for Summary Judgement of March 14. 2025

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FflorENCE - COMMON PLEAS - CASE#2024CP2101953

STATE OF SOUTH CAROLINA FLORENCE COUNTY CBL Services LLC, Plaintiff, vs. Ryan Antonio Burgess, Defendant.	IN THE COURT OF COMMON PLEAS C/A No.: 2024-CP-21-01953 **MOTION FOR SUMMARY JUDGMENT**

File No. 0068-24-0001

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff will appear before the presiding judge for Richland County, ten (10) days after service hereof at 10:00 a.m., or at such other time and place as the Court may direct, and move for an order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting to the Plaintiff Summary Judgment on the grounds that there is no genuine issue as to any material fact, and the Plaintiff is entitled to an Order as a matter of law.

Said motion shall be based upon the statute and case law of the State of South Carolina, upon the pleadings and other evidence developed in discovery, and upon the affidavits attached hereto and other material properly received by the Court in connection therewith.

RESPECTFULLY SUBMITTED
CRAWFORD & VON KELLER, LLC
/s/Jason M. Hunter

Theodore von Keller, S.C. Bar No. 5718
B. Lindsay Crawford, III S.C. Bar No. 6510
B. Lindsay Crawford, IV S.C. Bar No. 101707
Charley S. FitzSimons S.C. Bar No. 104326
Jason M. Hunter S.C. Bar No.101501
Post Office Box 4216
Columbia, South Carolina 29204
Telephone 803-790-2626
ATTORNEYS FOR THE PLAINTIFF

Columbia, SC
March 14, 2025

9

Summons And Complaint of July 30, 2024

ELECTRONICALLY FILED - 2024 Jul 30 4:44 PM - FflorENCE - COMMON PLEAS - CASE#2024CP2101953

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF FLORENCE	)	**C/A No:** _____
	)	
CBL Services LLC,	)	
Plaintiff,	)	**SUMMONS**
	)	**(COLLECTIONS)**
vs.	)	**(NON-JURY)**
	)	
Ryan Transport, LLC and	)	
Ryan Antonio Burgess,	)	
Defendants.	)	
_____	)	

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer on the subscribers at Post Office Box 4216, Columbia, South Carolina 29240, within thirty (30) days after the service hereof, exclusive of the day of such service hereof, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

Your responding to this Summons and Complaint does not terminate or limit the 30-day period to dispute the validity of the debt or any portion thereof or your ability to request verification of the debt or the name of the original creditor as described above.

Crawford & von Keller, LLC

By: *s/ Eric H. Nelson #104712*
B. LINDSAY CRAWFORD, III
THEODORE VON KELLER
B. LINDSAY CRAWFORD, IV
CHARLEY F. MACINNIS
JASON M. HUNTER
ERIC H. NELSON (SC BAR # 104712)
Post Office Box 4216
Columbia, South Carolina 29240
(803) 790-2626
ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina
July 30, 2024

//

ELECTRONICALLY FILED - 2024 Jul 30 4:44 PM - FflorENCE - COMMON PLEAS - CASE#2024CP2101953

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF FLORENCE	)	**C/A No:** _____
	)	
CBL Services LLC,	)	
	)	
Plaintiff,	)	**COMPLAINT**
	)	**(COLLECTIONS)**
vs.	)	**(NON-JURY)**
	)	
Ryan Transport, LLC and Ryan Antonio Burgess,	)	
	)	
Defendants.	)	

The Plaintiff, complaining of the above-named Defendants, would respectfully show unto this Court:

1. That the Plaintiff is a corporation organized and existing pursuant to the laws of one of the states of the United States.

2. That on information and belief, Defendant Ryan Transport, LLC (hereinafter "Defendant Transport"), is a business organized and doing business under the laws of the State of South Carolina, County of Florence.

3. That on information and belief, Defendant Ryan Antonio Burgess (hereinafter "Defendant Burgess"), is a resident of Florence County, South Carolina.

4. This Court has jurisdiction over the subject matter and parties to this action pursuant to S.C. Code Ann. §§ 36-2-802, -803(A)(1) and (7).

FOR A FIRST CAUSE OF ACTION
(Suit on Contract as to Defendant Transport)

5. Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

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6. That on or about September 22, 2021, Defendant Transport 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 in the terms and conditions set out in the Contract, a copy of which is attached herewith as Exhibit "A" and incorporated herein by reference; that said Contract contained an acceleration clause, and provided that the Defendant shall be liable for any deficiency resulting from the sale of the collateral.

7. That the contract was subsequently assigned to the Plaintiff herein.

8. Defendant Transport defaulted under the terms of the Contract.

9. Plaintiff sent Defendant Transport a Notice of Default and Right to Cure on or about October 10, 2022, a copy of which is attached hereto as Exhibit "B". However, Defendants did not cure the default accordingly.

10. On or about November 15, 2022, Plaintiff repossessed the Collateral.

11. That on or about November 15, 2022, Plaintiff gave statutory notice to Defendant Transport of its intention to sell the property ten (10) days or more after the date of said notice, a copy of which is attached hereto as Exhibit "C" and its terms are incorporated herein by reference.

12. On or about February 9, 2023, Plaintiff received payment under the terms of the private sale and the proceeds were applied as follows:

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a.	Net Unpaid Principal Balance as of Date of Sale	$52,866.00
b.	Less Gross Sales Proceeds Received	$28,000.00
c.	Total expenses to be added to deficiency	$2,400.00
d.	Late Fees	$220.26
e.	Termination/Documentation Fees	$375.00
f.	Due/Deficiency	$27,861.26

13. On or about February 9, 2023, Plaintiff provided written notice to Defendant Transport of the sale results and remaining deficiency, a copy of which is attached hereto as Exhibit "D", and its terms are incorporated herein by reference.

14. Defendant Transport is in default under the terms of the Contract.

15. Plaintiff seeks to exercise its rights under the terms of the Contract.

16. Plaintiff has made demand for payment, and Defendant Transport has failed and refused, and continues to fail and refuse, to pay said indebtedness.

17. Plaintiff has placed this matter with the undersigned attorneys for collection.

18. Plaintiff is informed and believes that it is entitled to judgment against Defendant Transport in the amount of $35,934.63 plus the attorney's fees and court costs incurred in this matter.

AS A SECOND CAUSE OF ACTION
(Suit on Guaranty)

19. Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

20. For valuable consideration given, to further induce the Plaintiff to enter into the Contract, Defendant Burgess did Personally Guaranty (hereinafter referred to as the "Guarantee") the amounts due under the Contract delivered to Plaintiff on or about September 22, 2021.

Defendant Burgess, as Personal Guarantor, promised to repay Plaintiff the amounts due under the Contract in the event that Defendant Transport failed to abide by the terms of the Contract at issue.

21. Pursuant to the terms of the Guarantee, in the event of default by Defendant Transport, Defendant Burgess promised to pay the amounts due under the Contract. The Guarantee is included in the Contract attached as Exhibit A.

22. Defendant Transport is in default under the terms of the Contract.

23. Plaintiff seeks to exercise its rights under the terms of the Guarantee.

24. Pursuant to its rights under the Guarantee, Plaintiff has elected to declare all sums due under the Guarantee at once due and payable reserving, however, any and all other rights and remedies Plaintiff may have.

25. Plaintiff has placed this matter with the undersigned attorneys for collection.

26. That pursuant to the terms of the Contract, Plaintiff is entitled to its attorney's fees and court costs for the maintenance of this action.

27. Plaintiff is informed and believes that it is entitled to judgment against the Defendant Burgess in the amount of $35,934.63 plus the attorney's fees and court costs incurred in this matter.

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ELECTRONICALLY FILED - 2024 Jul 30 4:44 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

WHEREFORE, the Plaintiff prays that the Court enter an Order;

1. Granting Plaintiff a judgment against Defendant Transport as to the First Cause of Action in the sum of Thirty-Five Thousand, Nine Hundred Thirty-Four and 63/100 ($35,934.63) Dollars, plus interest, costs and attorney's fees;
2. Granting Plaintiff a judgment against Defendant Burgess as to the Second Cause of Action in the sum of Thirty-Five Thousand, Nine Hundred Thirty-Four and 63/100 ($35,934.63) Dollars, plus interest, costs and attorney's fees.

Crawford & von Keller, LLC

By: *s/ Eric H. Nelson #104712*
B. LINDSAY CRAWFORD, III
THEODORE VON KELLER
B. LINDSAY CRAWFORD, IV
CHARLEY F. MACINNIS
JASON M. HUNTER
ERIC H. NELSON (SC BAR # 104712)
Post Office Box 4216
Columbia, South Carolina 29240
(803) 790-2626
ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina
July 30, 2024

Defendant's answer to Summons and
Complaint of November 12, 2024

Ryan Transport, LLC & Ryan Antonio Burgess
509 N Williamson Rd
Florence, SC 29506-8532
raburgess28@yahoo.com
Defendant is self-represented

IN THE COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

CBL Services LLC, Plaintiff, vs. Ryan Transport, LLC & Ryan Antonio Burgess , Defendant(s).	**ANSWER** Civil No.: 2024CP2101953 Judge:

Defendant answers Plaintiff's Complaint as follows.

RESPONSE TO ALLEGATIONS

1. Defendant denies the allegation in paragraph 1.
2. Defendant denies the allegation in paragraph 2.
3. Defendant denies the allegation in paragraph 3.
4. Defendant denies the allegation in paragraph 4.
5. Defendant denies the allegation in paragraph 5.
6. Defendant denies the allegation in paragraph 6.
7. Defendant denies the allegation in paragraph 7.
8. Defendant denies the allegation in paragraph 8.

2024 NOV 12 PM 4:03
DORIS FLOYD-O'HARA
CCP & GS
FLORENCE COUNTY, SC

18

9. Defendant denies the allegation in paragraph 9.

10. Defendant denies the allegation in paragraph 10.

11. Defendant denies the allegation in paragraph 11.

12. Defendant denies the allegation in paragraph 12.

13. Defendant denies the allegation in paragraph 13.

14. Defendant denies the allegation in paragraph 14.

15. Defendant denies the allegation in paragraph 15.

16. Defendant denies the allegation in paragraph 16.

17. Defendant denies the allegation in paragraph 17.

18. Defendant denies the allegation in paragraph 18.

19. Defendant denies the allegation in paragraph 19.

20. Defendant denies the allegation in paragraph 20.

21. Defendant denies the allegation in paragraph 21.

22. Defendant denies the allegation in paragraph 22.

23. Defendant denies the allegation in paragraph 23.

24. Defendant denies the allegation in paragraph 24.

25. Defendant denies the allegation in paragraph 25.

26. Defendant denies the allegation in paragraph 26.

27. Defendant denies the allegation in paragraph 27.

Defendant denies each and every allegation in the Complaint that is not expressly admitted herein.

With respect to all paragraphs in which Plaintiff prays for damages or other relief, Defendant denies that Plaintiff is entitled to such relief under law.

A self-service document from SoloSuit

AFFIRMATIVE DEFENSES

1. Plaintiff's claims are barred in whole or in part by the doctrines of laches, equitable estoppel, and unclean hands.
2. Plaintiff's claims are barred in whole or in part because of a failure to mitigate damages.
3. Plaintiff's claims are barred in whole or in part by the statute of limitations.
4. Plaintiff's claims are barred in whole or in part because Plaintiff does not correctly state the amount owed.
5. Plaintiff's claims are barred in whole or in part because Plaintiff harassed Defendant for the debt in violation of the law.
6. Plaintiff's claims are barred in whole or in part because of improper service.
7. Plaintiff's claims are barred in whole or in part because Defendant's debt was discharged in bankruptcy.
8. Defendant requests that Plaintiff perform an accounting and provide Defendant with documentation that proves the amount that Defendant allegedly owes.
9. Plaintiff's claims are barred in whole or in part because the lender misrepresented facts to the Defendant.
10. Plaintiff's claims are barred in whole or in part because the contract language is vague and ambiguous.
11. Plaintiff's claims are barred in whole or in part because the terms of the contract are unconscionable.

WHEREFORE, Defendant requests the following relief:

1. That Plaintiff's Complaint be dismissed with prejudice, and Plaintiff take nothing therefrom;

#20

2. The Defendant recover its reasonable fees and costs incurred in defending against this lawsuit;

3. For such other and further relief as this Court may deem just and proper.

DATED November 6, 2024.

/s/ Ryan Transport, LLC & Ryan Antonio Burgess

Ryan Transport, LLC & Ryan Antonio Burgess
Self-represented

Original of the forgoing was caused to be filed via mail on November 6, 2024 to:
Clerk of Court
Judicial Center
181 North Irby Street, Suite 1100
Florence SC 29501

Copy caused to be sent via mail on this day to:
Crawford & von Keller, LLC by Eric H. Nelson # 104712
POST OFFICE BOX 4216
Columbia SC 29240

/s/ Ryan Transport, LLC & Ryan Antonio Burgess

Ryan Transport, LLC & Ryan Antonio Burgess
Self-represented

Transcript of Proceeding page 1-16 all lines
of April 7, 2025

State of South Carolina	)	Court of Common Pleas
County of Florence	)	Twelfth Judicial Circuit
	)	Case No. 2024-CP-21-01953
	)	
	)	
	)	
CBL Services, LLC,	)	
	)	
Plaintiff,	)	
	)	
-vs-	)	Transcript of Record
	)	
	)	
Ryan Transport, LLC, et. al.,	)	
	)	
Defendants.	)	
	)	

April 7, 2025
Florence, South Carolina

B E F O R E:

The Honorable Michael G. Nettles, Judge

A P P E A R A N C E S:

Jason Mark Hunter, Esquire
Attorney for the Plaintiff

Krystal J. Smith
Official Circuit Court Reporter III

I N D E X

WITNESS/DESCRIPTION	PAGE NUMBER
Motion to Reconsider	4
Ruling on Motion to Reconsider	6
Motion for Summary Judgment	7
Ruling on Motion for Summary Judgment	15
Court Reporter Certification	16

E X H I B I T S

NO.	DESCRIPTION	ID.	EV.

(No Exhibits Presented)

COURT REPORTER LEGEND

dashes	--	intentional or purposeful interruption or change in thought
ellipses	. . .	trailing off
[*ph*]		phonetically written
[*sic*]		written as said

APRIL 7, 2025

(WHEREUPON, the proceedings began at 9:42 AM.)

THE COURT: The next case is CBL Services, LLC, versus Ryan Transport, LLC.

MR. HUNTER: Good morning, Your Honor.

THE COURT: Good morning.

THE DEFENDANT BURGESS: Good morning, Judge.

THE COURT: Good morning. How are you doing?

THE DEFENDANT BURGESS: Pretty good, sir.

THE COURT: Good. You're free to -- you can have a seat if you would like.

THE DEFENDANT BURGESS: Okay.

THE COURT: We'll -- we'll recognize the plaintiff first, and then I'm going to recognize you. Does that sound fair?

THE DEFENDANT BURGESS: Yes, sir.

THE COURT: All right. Very good. Yes, sir?

MR. HUNTER: Thank you, Your Honor.

It's, of course, up to you how you want to take these up. I believe the defendant filed a motion to reconsider, he had requested a jury trial, and we have filed a -- a motion for summary judgment. If it's all right with you, I can address the motion to reconsider first.

THE COURT: Yes.

MR. HUNTER: Thank you, Your Honor.

So, Your Honor, you might recall that the defendant filed

a motion to dismiss, claiming that the Court did not have personal jurisdiction over him. Your Honor, if you look at Rule 4(d) and it says in the order a voluntary appearance is equivalent to personal service. The defendant was claiming at a prior hearing he was never served.

He did file in, I believe, November of 2024 a general denial with some affirmative defenses. He has made a general appearance. He has waived any -- any claim that the Court does not have personal jurisdiction over him.

Your Honor, not that you need it, but I do have a -- if I could approach?

THE COURT: Yeah.

MR. HUNTER: I do have a Supreme Court case that states that -- if you'll indulge me. It says by making a general appearance in an action, the defendant waives any objection to jurisdiction of the person.

Now, I'm unsure what rules -- Rule of Civil Procedure we're proceeding under here as far as the motion to reconsider, but there's no new evidence in this case. There's no question that the evidence upon which the motion was denied was sufficient. We're just looking at the public record here, of course. There's been no intervening change in the law. There's no evidence of any surprise or mistake.

Accordingly, the judgment should be denied.

THE COURT: All right. Yes, sir. I'd be glad to hear

from you.

THE DEFENDANT BURGESS: Yes, sir.

THE COURT: With regard to the jurisdiction.

THE DEFENDANT BURGESS: Yes, sir. Well, first of all, I'd like to address that I did not waive my right. I did not waive anything of my right to saying that the Court doesn't have jurisdiction.

THE COURT: Did you -- did you file an answer?

THE DEFENDANT BURGESS: Yes, sir. That was in my original motion to dismiss.

THE COURT: All right.

THE DEFENDANT: And yeah, I have a response to the motion for summary judgment.

THE COURT: All right. Well, based on that, I do indeed find that this Court does have jurisdiction because of your general appearance, but --

THE DEFENDANT BURGESS: But --

THE COURT: -- we'll address the issue with regard to summary judgment at this juncture.

THE DEFENDANT BURGESS: He made a statement to you just now, Your Honor. He said I waived my right. I did not waive my right.

THE COURT: Well, by your actions, you did. And you're protected on the record, and you can appeal the decision if you want to, but at this juncture, we're going to take up the

-- the motion for summary judgment, and I'll be glad to hear from the moving party.

MR. HUNTER: Thank you, Your Honor. Jason Hunter again for the plaintiff.

Your Honor, and just to clarify, I believe what was filed was just our general form motion for summary judgment. The only thing I'm seeking today to accomplish through our motion, Your Honor, is to deal with the defendant's answer and allow us to move on to a damages hearing.

So with that being clarified, Your Honor, this is a collection case. It concerns the purchase of a 53-foot trailer, the type that can be connected to a tractor and used for over-the-road hauling. Back in September of 2021, defendant decided through his LLC he needed to purchase this piece of equipment. That piece of equipment was purchased in 2021 for $48,600. That purchase was financed by the plaintiff's predecessor in interest.

Now, pursuant to that purchase, the defendant, on behalf of the LLC, executed a note, a security agreement granting a security interest in that collateral. Defendant also executed a personal guarantee, guaranteeing that should the LLC fail to abide by the terms of contract, then he would be personally responsible.

The loan is to be repaid in 57 monthly payments of $1,250.14. Those payments began in October of 2021.

Now, the loan didn't work out. The LLC went into payment default. And around November of 2022, the collateral was surrendered. That same month, the plaintiff's predecessor in interest sent out a notice notifying the defendant personally and the LLC that they intended to sell the collateral, apply the proceeds to the deficiency, and that he would be responsible for any remaining deficiency.

The property was sold. Proceeds of $26,000 were applied to that debt. And in February of 2023, a deficiency notice was sent to the LLC and to the defendant personally informing them of the application of his proceeds, of the deficiency balance, and the fact that they remained liable for the payment of that. If they failed to pay it, it would be sued. And of course, the deficiency was not paid, and we are here today.

Your Honor, everything I've just said has been attested to in an affidavit. Along with our affidavit, we included a copy of the agreement, a copy of the bill of sale for this trailer, the collateral, copies of documents evidencing the transfer of the debt to my client, to the plaintiff. We included the pre-sale notice and the post-sale deficiency notice.

Defendant has -- and it's clear in the record he's clearly kept up with this lawsuit. He submitted no evidence contradicting anything in the plaintiff's pleadings, neither

anything the plaintiff says in their affidavit, or any of the plaintiff's exhibits. There's no evidence in front of the Court that contradicts any of that.

There's -- we've sent discovery to the defendant, and that discovery included -- we haven't gotten any discovery back. That discovery included requests to admit that dealt with all the defendant's affirmative defenses. All that stuff is now deemed admitted.

The undisputed facts of this case clearly show that the plaintiff should be afforded judgment as a matter of law. There's no genuine dispute as to any material facts that require resolution at a trial.

For that reason, we're requesting that the Court grant our motion and allow us to schedule a damages hearing in -- in the case. Thank you, Your Honor.

THE COURT: Yes, sir. I'd be glad to hear from you.

THE DEFENDANT BURGESS: Yes, sir. I have a response. It's -- it's captioned Defendant's Response to Plaintiff's Motion for Summary Judgment.

On March 14th, 2025, plaintiff, through its attorney, filed a motion for summary judgment seeking an order on the grounds that there are no genuine issues as to any material facts and that plaintiff is entitled to such order as a matter of law. He is wrong. Plaintiff's motion for summary judgment should be denied.

Plaintiff is not entitled to an order of summary judgment as a matter of law. There are clearly definitely genuine issues as to material facts.

First and foremost, defendant responded to plaintiff's motion and complaint, and that record speaks for itself. Defendant denied everything that was alleged. Defendant takes issue with the fact that plaintiff is still allowed to proceed in this matter against defendant Ryan Antonio Burgess, when, in fact, the so-called contract was between North Mill Credit Trust, an entity from the State of Connecticut, and now dissolved South Carolina limited liability company, Ryan Transport, LLC. Plaintiff has no right to pursue defendant Ryan Antonio Burgess in this matter because defendant did not knowingly, willing -- willfully or intentionally sign as a personal guarantor for the above-mentioned limited liability company.

And I ask this Court to force plaintiff to produce any witnesses, such as a notary public or anyone from CBL Services, LLC, whom I have no knowledge of, for the record, or the original creditor, North Mill Credit Trust, that can testify that they personally witnessed or have audio or video of Ryan Antonio Burgess signing as a personal guarantor for Ryan Transport, LLC.

Secondly, the Fourteenth and Fifth Amendments of the United States Constitution guarantees every person, such as

Ryan Antonio Burgess, the right to a fair legal process that protects fundamental rights. Ryan Antonio Burgess has a right to due process. Granting plaintiff's motion for summary judgment will surely violate defendant's due process rights and right to a fair and impartial trial procedure.

Plaintiff is well aware of defendant's intentions to proceed to a jury trial in this case, and on January 28th, 2025, plaintiff and defendant stood before this Court when plaintiff heard defendant advise this Court in open court that he wants to proceed to a jury trial, and this Court responded to defendant, advising him that, at that junction, that's where this case is headed.

On February 11th, 2025, defendant formally requested for a jury trial by way of motion. Plaintiff is attempting to avoid or avert the trial process and procedures by asking this Court for an order of summary judgment, thus in violation of defendant's due process rights.

For all of the above-mentioned facts, defendant respectfully requests that this Court deny plaintiff's motion for summary judgment. Respectfully submitted, Ryan Antonio Burgess.

THE COURT: Do you have any affidavits or depositions or any discovery to support what you just told me?

THE DEFENDANT BURGESS: No, sir, I don't.

THE COURT: I'll be glad to hear from the plaintiff, and

then I'll recognize you again.

THE DEFENDANT BURGESS: Okay.

THE COURT: What -- in reviewing the file, it appears as if he did sign the note and a personal guarantee, didn't he?

MR. HUNTER: Yes, Your Honor, and I'll just point out that, you know, he's responsible for the --

THE DEFENDANT BURGESS: Can I respond to that, Judge?

THE COURT: Hang on just one second.

THE DEFENDANT BURGESS: Okay.

MR. HUNTER: The defendant is, of course, responsible for the content of the document. You can't execute a document and then say, well, I didn't know what was in that. He's responsible for the terms of the contract he signed.

Yes, Your Honor, it appears that he signed on behalf of the LLC. He signed -- he signed the personal guarantee, you know, giving himself the responsibility to be -- to undertake any obligation the LLC did not take care of itself. He took possession of the trailer. He returned the trailer. Yes, Your Honor, he did.

THE COURT: All right. All right. Well, I'm going to grant the motion for summary judgment and ask that you prepare an order to that effect and allow the -- the defendant to --

THE DEFENDANT BURGESS: Judge, you're not going to let me respond to that?

THE COURT: Yes. Yes, you can. Yes.

THE DEFENDANT BURGESS: Yes. I mean, before you make a decision, I mean, you said I signed a personal guarantee, but I maintain that I do not recognize this document. That's what -- that's the reason I'm standing here today, because of this one half page that I need a magnifying glass to read the paper.

My signature is clearly not on this -- on this paper, and that's what he is relying on to have me standing here other than the LLC. He's relying on this little paper here that doesn't have a signature -- my signature on it, and the -- and the address is incorrect, and the personal guarantee is incomplete.

I don't recognize this document. I believe it's fraudulent. I was never told that I was signing a --

THE COURT: Did you -- did you get the trailer? Did you get --

THE DEFENDANT BURGESS: I think it was false. I believe it's fraudulent.

THE COURT: Did you get the trailer and use it?

THE DEFENDANT BURGESS: I did not. A limited liability company did.

THE COURT: Oh, okay. All right. Well, let me see --

THE DEFENDANT BURGESS: I maintain that I --

THE COURT: Let me see the piece --

THE DEFENDANT BURGESS: -- did not sign this document.

THE COURT: Let me see that.

THE DEFENDANT BURGESS: I do not recognize this document. I maintain that no one from North Mill Credit Trust ever went over a personal guarantee. I believe they used tactics to -- predatory lending tactics. I don't recognize that document. Somehow, they slid it in there or I'm not sure if this -- who the -- whoever the plaintiff is representing. They slid it in.

I -- my signature is not -- clearly, if you look in the signature block, it asks for my complete name. I did not sign my complete name. The address is incomplete, and I addressed that in my supplement to defendant's motion for reconsideration of my motion to dismiss.

THE COURT: All right.

THE DEFENDANT BURGESS: And if you -- that's what he's relying on. I don't believe I should be here, Your Honor, and if you look at that paper, that paper does not give him any right to have me here. That's incomplete and inaccurate.

THE COURT: All right.

THE DEFENDANT BURGESS: And I don't recognize it.

THE COURT: Well, at this juncture, motion for summary judgment, you're required to support those allegations and perhaps have evidence presented in the form of an affidavit that's not your signature. You could have a handwriting expert, but you haven't done that.

So, therefore, I'm going to rule in favor of the summary judgment and give you an opportunity to appear for a damages hearing.

THE DEFENDANT BURGESS: So just to be clear, my statements about my right to a jury trial and violating my due process rights and Fourteenth Amendment, you're going to just --

THE COURT: Yes. Yes, I am.

THE DEFENDANT BURGESS: You're going to just deny it?

THE COURT: But you can appeal it.

THE DEFENDANT BURGESS: File an appeal?

THE COURT: You can appeal it.

THE DEFENDANT BURGESS: Say that again?

THE COURT: You can -- you can appeal that decision if you choose to do so.

THE DEFENDANT BURGESS: Okay.

THE COURT: Very good. Good luck to you.

MR. HUNTER: Thank you, Your Honor.

(WHEREUPON, the proceedings ended at 9:57 AM.)

--- END REQUESTED TRANSCRIPT ---

State of South Carolina)

) Certificate

County of Florence)

I, the undersigned, Krystal J. Smith, Official Court Reporter for the Twelfth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing pages, numbered 1 through 15, constitute a true, accurate, and complete Transcript of Record of all the proceedings had and evidence introduced in the hearing of the above captioned case, relative to appeal, in the Court of Common Pleas for Florence County, South Carolina, on the 7th day of April, 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

s/Krystal J. Smith

Court Reporter

Florence, South Carolina

March 10, 2026

Defendant's Motion to dismiss of December 13, 2024

2) All of Plaintiff requests in their Summons and complaint, reply, and subsequent letters are Null and Void, and without merrit because Plaintiff is asking this court for a judgment against a business that Articles of Organization was filed on November 10 2022 therefore, was not in existence at the time Plaintiff claims a contract was agreed to and have nothing to do with this case whatsoever.
3) Plaintiff stated in the summons and complaint that Ryan Transport, LLC is a business organized and doing business in South Carolina and that this court has jurisdiction. The defendants will show that this court does not have jurisdiction over this case because the business was Organized on November10 2022 and Terminated on November20 2024. ([redacted])
4) Plaintiff requests for a judgment against Ryan Antonio Burgess. That request must be denied because the business Plaintiff states Ryan Antonio Burgess is associated with in the summons and complaint and all documents filed thereafter is Dissolved and was not in existence at the time Plaintiff states in their summons and complaint.
5) The Plaintiff did not legally serve Defendants with the Summons and complaint in accordance with the laws of South Carolina. Plaintiff has Failed to properly serve Defendants.
6) Defendants does not Need an Attorney to Represent a company that is Not an active, actual, legally existing business in South Carolina and was not in existence at the time of Plaintiffs stated claims in their summons and complaint. Ryan Transport, LLC is not in existence.

7)Defendants deny all of Plaintiffs claims.

8).Defendants have never had any dealings with CBL Services, LLC

Based on the aforementioned facts, defendants Respectful request that this court Grant this Motion To Dismiss this case With Prejudice and Deny any and all of Plaintiffs requests.

Respectful Submitted,

Ryan Antonio Burgess

12/13/2024

Ryan Transport, LLC

843-676-5033

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Defendant's Motion for Reconsideration of
Defendant's motion to dismiss of February
11, 2025

42

In The Court Of Common Pleas

CASE NO. 2024-CP-21-01953

State OF South Carolina

County OF Florence

CBL Services, LLC

Plaintiff,

-VS-

Ryan Transport, LLC & Ryan Antonio

Burgess

Defendant(s).

2025 FEB 11 PM 2:23

MOTION FOR RECONSIDERATION OF DEFENDANT'S MOTION TO DISMISS

On January 28 2025, this court held a hearing on defendant's MOTION To Dismiss. Defendant Ryan Antonio Burgess appeared before this court and stated his grounds for dismissal of this case. The Court Denied Defendant's Motion and issued an order of denial on February 10, 2025.

Defendant Ryan Antonio Burgess believes this court has erred in its findings and rulings of denying his MOTION to dismiss based on the following Facts and Reasons .

1) The Plaintiff did not properly Serve defendant with the Summons and complaint in accordance with South Carolina State Law. This court found that because defendant filed and answer to the summons and complaint and appeared in this case, that the Plaintiff basically does not have to comply with State Law as it relates to property serving the defendant and stated the defendant voluntarily appeared in this matter.
   This Court is wrong and clearly has erred in its findings. At the hearing on the motion to dismiss, the court asked the defendant how did he became aware of this case. Defendant Ryan Antonio Burgess explained to this court he was made aware by typing his name on the courts website . Infact, the attorney for Plaintiff stated in open court to this court that there were no records of when and where defendant was served essentially acknowledging that defendant was not served. It is wrong and in error for this court to allow Plaintiff to disregard the law by not serving defendant properly.

2) This Court has No Jurisdiction over this matter. An LLC is a Limited Liability Company. The LLC associated with this case does not exist and Plaintiff cannot produce any witnesses to prove they witnessed Defendant Ryan Antonio Burgess signing a contract. Therefore this case Must be dismissed.

Based on the aforementioned Facts and Reasons, Defendant Ryan Antonio Burgess Respectful request that this court reconsider his MOTION To Dismiss and do Dismiss this case with Prejudice.

S/

Ryan Antonio Burgess

02/11/2025

Ph: 843- 676-5033

2025 FEB 11 PM 2:23

Notice Of Defendant's Intent to Proceed To
Jury Trial of February 11, 2025

45

In The Court Of Common Pleas

CASE NO. 2024-CP-21-01953

State OF South Carolina

County OF Florence

CBL Services, LLC

Plaintiff,

-VS-

Ryan Transport, LLC & Ryan Antonio Burgess

Defendant(s).

2025 FEB 11 PM 2:23

NOTICE OF DEFENDANT INTENT TO PROCEED TO JURY TRIAL

In the above caption Case, Defendant Ryan Antonio Burgess is Formally Notifying this court that he wishes to exercise his Seventh Amendment Right OF The United States Constitution that Guarantees the Right to a Jury Trial.

Defendant Respectful Request that this court Schedule a Speedy Jury Trial Date for this case.

S/ Ryan Antonio Burgess

02/11/2025

Ph 843-676-5033

Defendant's response to plaintiff's motion
for summary judgment of March 21, 2025

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STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
FLORENCE COUNTY
CASE # 2024-CP-21-01953

CBL Services LLC,
Plaintif,

VS.
Ryan Antonio Burgess,
Defendant.

FILED
2025 MAR 21 P 1:38
DORIS FOULES O'HARA
CCOP & GS
FLORENCE COUNTY, SC

DEFENDANT RESPONSE TO PLAINTIFF MOTION FOR SUMMARY JUDGMENT

On March 14, 2025 Plaintif, thru its attorney filed a Motion For Summary Judgment seeking an order on the grounds that there are no genuine issue as to any material fact and that Plaintif is entitled to such order as a matter of law. He is Wrong.
Plaintiffs Motion for Summary Judgment

should be Denied. Plaintiff is not entitled to an order of Summary Judgment as a matter of law. There are clearly, Definitely genuine issues as to material Facts.

First and foremost, Defendant responded to Plaintiffs Summons and Complaint and that record speaks for itself. Defendant denied everything that was alleged.

Defendant takes issue with the fact that Plaintiff is still allowed to proceed in this matter against Defendant Ryan Antonio Burgess when infact the so called Contract was between North Mill Credit Trust an entity from the state Of Connecticut and a now Desolved South Carolina Limited Liability Company, Ryan Transport LLC. Plaintiff has no right to pursue defendant Ryan Antonio Burgess in this matter because, Defendant DID NOT knowingly, willfully or intentionally signed as a personal guarantor for the above mentioned Limited Liability Company and I ask this court to force plaintiff to produce any

witnesses such as a Notary Public or anyone from CBL Services LLC, whom I have no Knowledge of For the Record, or the Original Cridtor Noth Mill Credit Trust, that can testify that they personally witnessed or have audio or video of Ryan Antonio Burgess signing as a personal guarantor for Ryan Transport LLC.

Secondly, the Fourthteenth and Fifth amendments of the United States Constitution guarantees every person such as Ryan Antonio Burgess the right to a fair legal process and protects fundamental right. Ryan Antonio Burgess has a right to Due Process. Granting Plaintiffs Motion for Summary Judgment will surely violate Defendants Due Process Rights and Right to a fair and Impartial trail procedure. Plaintiff is well aware of defendant intentions to proceed to a jury trial in this case. On January 28, 2025 Plaintiff and defendant stood before this court when Plaintiff heard

defendant advised this court in open court that he wants to proceed to a jury trail and this court responded to defendant advising him that at that junction that's where this case is headed.
On February 11, 2025 defendant formally requested for a Jury trial by way of Motion.

Plaintiff is attempting to avoid or avert the trial process and procedures by asking this court for an order of Summary Judgment thus in violation of defendants Due Process Rights.
For all of the above mentioned facts defendant respectful request that this court deny plaintiff Motion for Summary Judgment.

Respectful Submitted,
Ryan Antonio Burgess

03/21/2025
843-676-5033

P4-4 51

Supplement to defendant's motion for reconsideration to dismiss filed March 24, 2025

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STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
FLORENCE COUNTY
CASE # 2024-CP-21-01953

CBL Services LLC,
Plaintif,

VS.
Ryan Antonio Burgess,
Defendant.

FILED
2025 MAR 24 P 2:46
DORIS FOULOS O'HARA
CCOP & GS
FLORENCE COUNTY, SC

SUPPLEMENT TO DEFENDANT'S MOTION FOR RECONSIDERATION OF DEFENDANT'S MOTION TO DISMISS

On February 11, 2025 Defendant filed a Motion For RECONSIDERATION OF MOTION TO DISMISS.
In Support of that Motion Defendant Ryan Antonio Burgess supplements that Motion to include another ground for dismissal based

on the Incomplete and inaccuracies of the Personal Guaranty.

Defendant Has no knowledge of Singing a personal guaranty and the Personal Guaranty does not the individual Legal Name under the signature of the document nor does the document contain the correct address of the Defendant.

For those Two additional reasons Defendant Ryan Antonio Burgess request that this court Grant his MOTION to Dismiss.

Submitted Respectfully SEE Exhibit A

Ryan Antonio Burgess

01/24/2025

843-676-5033

Defendant's Exhibit A

55

DocuSign Envelope ID: E762DDC5-86D3-4C1A-A3C3-9DB5C142DD69 Copy of the Electronic Original® document managed by the eCore® On Demand (EOD™) Service.

ELECTRONICALLY FILED - 2025 Mar 21 11:46 AM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

PERSONAL GUARANTY

In consideration of Secured Party entering into the above Security Agreement (the "Agreement"), the undersigned (the "Guarantor"), jointly and severally with any other guarantors, personally and unconditionally guarantees to Secured Party the prompt payment and performance in full, when due, of all Debtor's obligations under the Agreement including, without limitation, every loan payment and the accelerated balance of payments if demanded by Secured Party. Secured Party shall not be required to proceed against Debtor or the Collateral or to enforce any other remedy before proceeding against the Guarantor. The Guarantor agrees to pay all attorneys' fees and other expenses incurred by Secured Party by reason of any default of Debtor or in enforcing the Agreement or this Guaranty. The Guarantor waives notice of acceptance hereof and all other notices or demands of any kind to which the Guarantor may be entitled and consents to the granting of extensions of time to Debtor and other obligors and guarantors for payment or performance and to any other amendments or adjustments in the terms of the Agreement. No payment under this Guaranty will entitle the Guarantor, by subrogation or otherwise, to any payment from the Debtor or out of the property or other assets of the Debtor. Secured Party does not have to sue Debtor or recover on the Collateral before commencing proceedings against the Guarantor and this Guaranty is a separate distinct contractual obligation of the Guarantor. Secured Party's loss of any right to the Collateral will not affect the Guarantor's obligation to pay Secured Party and the Guarantor subordinates any rights of subrogation against Debtor to all Obligations of Debtor to Secured Party hereunder. The Guarantor will reimburse Secured Party for all of the expenses incurred in enforcing any of Secured Party's rights against the Debtor or the Guarantor including attorneys' fees and costs. This Guaranty shall bind the heirs, administrators, representatives, successors and assigns of the Guarantor and may be enforced by or for the benefit of any assignee or successor of Secured Party. This Guaranty shall be governed by the laws of the State of California and the Guarantor consents with respect to this Guaranty and its enforcement to the same California courts' jurisdiction and venue to which Debtor consented under Section 17 of the Agreement. The Guarantor has executed this Guaranty effective as of the date indicated below. If more than one Guarantor, each shall have joint and several liability under this Guaranty and references to Guarantor shall be deemed a reference to each. THE UNDERSIGNED WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT AND THIS GUARANTY.

PERSONAL GUARANTOR NAME: Ryan Antonio Burgess

SIGNATURE: _____ ADDRESS: 509 West Williamson Road, Florence, SC 29501-6532

_____ Phone: Social Security #:

(Individual Legal Name)

Copy Of

Original

Exhibit A

The original document is owned by North Mill Equipment Finance LLC and this copy was created on Oct 05, 2021 03:16:24 PM.

Plaintiff's affidavit of March 14, 2024

57

STATE OF SOUTH CAROLINA FLORENCE COUNTY CBL Services LLC, Plaintiff, vs. Ryan Antonio Burgess, Defendant.	IN THE COURT OF COMMON PLEAS C/A No.: 2024-CP-21-01953 **AFFIDAVIT**

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

File No. 0068-24-0001

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

The undersigned, Jason M. Hunter, attorney at Crawford & von Keller, LLC, who, being duly sworn, states as follows:

1. My firm represents the Plaintiff in the above-entitled matter.
2. On February 7, 2025, Plaintiff's First Set of Interrogatories, Plaintiff's First Requests to Admit, and Plaintiff's First Requests for Production were served upon Defendant, Ryan Antonio Burgess, via US mail, making the deadline for response March 10, 2025. Copies of the relevant Cover Letter, Requests to Admit, and Certificate of Service are attached hereto collectively as Exhibit 'A' and made a part hereof by reference.
3. Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, Defendant has not responded to Plaintiff's Requests for Admission within 30 days and, therefore, said requests are all deemed as admitted.

58

FURTHER AFFIANT SAYETH NAUGHT.

Jason M. Hunter

Sworn and subscribed before me

This 14th day of March, 2025

Tamra Towns

Notary Public for the State of:

My Commission Expires: 4/22/2031

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ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

SOUTH CAROLINA
B. Lindsay Crawford, III*
Theodore von Keller
B. Lindsay Crawford, IV**
Jason M. Hunter

Charley FitzSimons MacInnis
Eric H. Nelson
Katheryn L. Saphin**
Lawrence W. Johnson Jr.* - Special Counsel

CRAWFORD & VON KELLER, LLC
CREDITORS' RIGHTS | LANDLORD-TENANT | LITIGATION

NORTH CAROLINA
Benjamin A. Barco
Gregory P. Cowan**
Jonathan Payne
Alise Matherson

*Certified Specialist in Bankruptcy and Debtor-Creditor Law in SC
**Admitted in South Carolina and North Carolina

February 7, 2025

PLAINTIFF'S EXHIBIT
A

Ryan Antonio Burgess
509 N. Williamson Road
Florence, South Carolina 29506

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICE ACT, 15 USC 1692E(11), THIS CORRESPONDENCE IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

RE: CBL Services, LLC vs. Ryan Antonio Burgess
Case: 2024-CP-21-01953
Our file: 0068-24-0001

Dear Mr. Burgess:

Enclosed please find Plaintiff's First Set of Interrogatories, Plaintiff's First Request to Admit, and Plaintiff's First Request for Production, in the above captioned case, which I hereby serve upon you.

Please contact me with any questions or concerns.

Sincerely,

Sincerely,

60

1640 ST JULIAN PLACE, COLUMBIA, SC 29204 | P.O. BOX 4216, COLUMBIA, SC 29240
803.790.2626 EXT. 206 PHONE | 803.790.1277 FAX | CRAWFORDVK.COM

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

STATE OF SOUTH CAROLINA COUNTY OF FLORENCE CBL Services LLC, -vs- Ryan Antonio Burgess, Defendant.	IN THE COURT OF COMMON PLEAS C/A No. 2024-CP-21-01953 PLAINTIFF'S FIRST REQUESTS TO ADMIT

TO: Ryan Transport LLC & Ryan Antonio Burgess, *PRO SE DEFENDANT*:

Pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure and Rule 3(b) of the Circuit Court Arbitration Rules, Plaintiff hereby propounds and serves the following requests to admit upon Defendants, to be answered separately, in writing and under oath, within thirty (30) days from the date of service hereof or be deemed admitted.

1. Admit that on or about September 22, 2021, Defendant Ryan Antonio Burgess, as signatory for Ryan Transport LLC signed a Commercial Security Agreement, Certificate of Incumbency and Authority, Authorization Agreement for Automatic Withdrawal from Account, Electronic Record and Signature Disclosure, and North Mill Credit Insurance Requirements Defendant ("Contract" hereinafter).

2. Admit that pursuant to the Contract referred to above, Defendants utilized the credit extended by Plaintiff.

3. Admit that Defendants promised to pay the amounts advanced under the agreement and are in default under the terms of the Contract with a balance of $71,857.98.

4. Admit that you entered this Contract freely and without coercion.

5. Admit that you had the ability to review the Contract prior to signing the Contract.

6. Admit that you were in no way defrauded in the formation or execution of the Contract.

7. Admit that you have no evidence that you were defrauded by the lender who advanced the funds and allowed you to make these purchases under the Contract.

8. Admit that the terms of the agreement were not unconscionable.

9. Admit that there was no lack of diligence on behalf of the Plaintiff.

10. Admit that Plaintiff made no false representations.

11. Admit that Defendants did not detrimentally rely on any facts which Plaintiff concealed.

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

12. Admit that Plaintiff was not guilty of any fraud, deceit, unconscionability, or bad faith directly related to this matter.

13. Admit that Plaintiff mitigated damages.

14. Admit that Plaintiff's claims are not barred by the statute of limitations.

15. Admit that Defendants were not harassed for the debt in violation of the law.

16. Admit that Defendants were properly served.

17. Admit that Defendants' debt was not discharged in bankruptcy.

18. Admit that Plaintiff did not misrepresent any facts to Defendants.

19. Admit that the contract was not vague or ambiguous.

20. Admit that Defendants had a meaningful choice to decide whether to enter into the contract or to not enter into the contract.

21 Admit that none of the terms of the contract were hidden.

22. Admit that all terms of the contract were fair and equitable.

23. Admit that under the Contract you owe unto the Plaintiff Seventy-One Thousand Eight Hundred Fifty-Seven and 98/100 ($71,857.98) Dollars, plus interest, costs, and attorney's fees.

CRAWFORD & VON KELLER, LLC

BY: s/ Katharyn L. Sophia

B. Lindsay Crawford, III
Theodore von Keller, SC Bar No. 5718
B. Lindsay Crawford, IV
Charley F. MacInnis
Jason M. Hunter
Eric H. Nelson
Katharyn L. Sophia
Post Office Box 4216
Columbia, South Carolina 29240
ATTORNEYS FOR THE PLAINTIFF

Columbia, South Carolina
February 7, 2025

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ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FflorENCE - COMMON PLEAS - CASE#2024CP2101953

STATE OF SOUTH CAROLINA COUNTY OF FLORENCE	IN THE COURT OF COMMON PLEAS C/A No. 2024-CP-21-01953
CBL Services, LLC, Plaintiff, -vs- Ryan Antonio Burgess, Defendant(s).	CERTIFICATE OF SERVICE

I, the undersigned, Lori Qualls, an employee of Crawford & von Keller, LLC, attorneys for the Plaintiff, do hereby certify that I served a copy of the Plaintiff's First Set of Interrogatories, Plaintiff's First Requests to Admit, and Plaintiff's First Requests for Production on February 7, 2025, to the Defendant listed below, by personally depositing a copy of same in a United States Postal Service mailbox, postage pre-paid, addressed as follows:

Ryan Antonio Burgess
509 N. Williamson Road
Florence, South Carolina 29506

Lori Qualls

Columbia, South Carolina
February 7, 2025

Defendant's response to plaintiff's affidavit
of March 21, 2025

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
FLORENCE COUNTY
CASE # 2024-CP-21-01953

CBL Services LLC,
Plaintif,

VS.
Ryan Antonio Burgess,
Defendant.

FILED
2025 MAR 21 P 1:38
DORIS FOULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

DEFENDANT RESPONSE TO PLAINTIFF AFFIDAVIT

Plaintiff filed an Affidavit on March 14,2025 stating to this court that plaintiff served on defendant the following, Plaintiffs first set of Interrogatories, plaintiffs first request to admit and Plaintiffs first request for production via US Mail and that the deadline to respond was March 10, 2025.

P 1-2 66

Plaintiff did Not serve those documents to defendant properly infact defendant does not recall receiving those documents.
Defendant did and does Not admit to anything that plaintiff sent and or request.
Defendant has maintained that he is challenging this case and is hopeful for the dismissal of this case so there is no way that defendant would not respond or admit to anything that plaintiff alleges.

Defendant request that this court not allow plaintiff to rely upon Rule 36 of the South Carolina Rules of Civil procedures to say defendant non response is deemed admitted.
Defendant believes that Plaintiff is attempting to use unlawful legal tactics to win this case that he knows defendant is seeking a jury trail in.

Respectful Submitted,
Ryan Antonio Burgess 03/21/2025
843-676-5033

P 2-2 67

Defendant's response to Affidavit of the plaintiff of March 24, 2025

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
FLORENCE COUNTY
CASE # 2024-CP-21-01953

CBL Services LLC,
Plaintif,

VS.
Ryan Antonio Burgess,
Defendant.

FILED
2025 MAR 24 P 2:46
DORIS FOULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

DEFENDANT RESPONSE TO AFFIDAVIT OF THE PLAINTIFF

Plaintiff filed an Affidavit on March 21, 2025. Every single statement in the Affidavit made by Rachel Moaddab of CBL Services, LLC are certainly Hearsay, inadmissible and should not be relyed upon by this Court.
As to statements 1 thru 15
1) Hearsay, 2). Hearsay 3) Hearsay 4)

Hearsay 5). Hearsay 6). Hearsay 7). Hearsay 8). Hearsay 9).Hearsay 10). Hearsay 11). Hearsay 12). Hearsay 13). Hearsay 14). Hearsay 15). Hearsay 16).Hearsay 15).Hearsay.

Defendant Ryan Antonio Burgess ask this court to not grant Plaintiffs wishes in this Affidavit because Rachel Moaddab of CBL Services, LLC does not have Any Personal Direct knowledge of any agreement between Defendant Ryan Antonio Burgess and North Mill Credit Trust.

Infact, She Rachel Moaddab stated in the Affidavit North Mill Equipment Finance sold the Agreement to Tribute Capital Partners LLC Who then Sold the agreement to CBL Services LLC, whom chose to hire Crawford Von & Keller law firm to bring this case to court.

The Plaintiff specifically stated that the only knowledge she has is through the review of business records. Records that wasn't even

received directly from the original creditor but, from a Debt collector that purchased the agreement from the original creditor.
There's a reason why The Original Cridtor North Mill Credit Trust , and Tribute Capital LLC did not bring this matter to this court.
I believe that reason is because they knew they didn't have a case. Plaintiff has aggressive filed a frivolous Case Against Defendant Ryan Antonio Burgess asking this court for a judgment against Defendant.
Plaintiff is not entitled to a judgment against Defendant Ryan Antonio Burgess and ask to court Respectful to not grant such Motion in favor of Plaintiff.

Respectful Submitted,
Ryan Antonio Burgess

843-676-5033

Order denying Appellant's Motion to dismiss filed February 10. 2024

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ELECTRONICALLY FILED - 2025 Feb 10 11:18 AM - FflorENCE - COMMON PLEAS - CASE#2024CP2101953

STATE OF SOUTH CAROLINA **COUNTY OF FLORENCE** CBL Services LLC, -vs- Ryan Antonio Burgess, Defendants.	**IN THE COURT OF COMMON PLEAS** C/A No. 2024-CP-21-01953 **ORDER DENYING DEFENDANT'S MOTION TO DISMISS**

This matter comes before me upon Motion of the Defendant *Pro se*, pursuant to Rule 12 of the South Carolina Rules of Civil Procedure, seeking an Order Dismissing the Plaintiff's Complaint with prejudice. This is a collection matter.

On December 13, 2024, Defendant filed and served its Motion to Dismiss. The hearing on this matter was held before me on January 28, 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 appeared *Pro se*.

Upon consideration of the motion and the applicable law, the Court hereby DENIES the motion for the following reasons:

1. Defendant Ryan Antonio Burgess asserted at the hearing of this Motion that the dissolution and dismissal of prior Co-Defendant Ryan Transport, LLC should absolve him personally as to the debt being pursued by the Plaintiff in the instant case.

2. In its Complaint, Plaintiff asserts that Defendant Ryan Antonio Burgess executed a Personal Guaranty as to the subject debt. The Court explained to the Defendant at hearing that a Guaranty would allow Plaintiff to continue to pursue its rights under the subject contract against him personally. As such, neither the dissolution or dismissal of prior Co-Defendant Ryan Transport, LLC are grounds for dismissal of the instant case.

3. Defendant further argued that service upon him was insufficient, and that said insufficiency of service of process is reason to dismiss the instant case.

4. The Court notes that Defendant Ryan Antonio Burgess has appeared in this matter by the filing of a responsive Answer to the Plaintiff's Complaint, and also through the filing of this Motion to Dismiss. A "[v]oluntary appearance by [a] defendant is equivalent to personal

service." Rule 4(d) South Carolina Rules of Civil Procedure. As such, Defendant's voluntary appearance in the instant case obviates any argument that service of process was insufficient.

WHEREFORE, for the foregoing reasons, the Court finds that the dismissal of a co-defendant in this matter is not grounds for a dismissal of this case. Further, the Court finds that Defendant's voluntary appearance in this case provides it with personal jurisdiction over the Defendant. Accordingly, the Defendant's Motion to Dismiss is hereby DENIED.

AND IT IS SO ORDERED!

JUDGE'S SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2025 Feb 10 11:18 AM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

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ELECTRONICALLY FILED - 2025 Feb 10 11:18 AM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

Florence Common Pleas

Case Caption: Cbl Services Llc VS Ryan Transport Llc , defendant, et al

Case Number: 2024CP2101953

Type: Order/Other

So Ordered

s/ The Honorable Michael G. Nettles #2140

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Respondent's Motion and Order dismissing
corporate Defendant dated January 15. 2025

ELECTRONICALLY FILED - 2025 Jan 15 12:29 PM - FflorENCE - COMMON PLEAS - CASE#2024CP2101953

STATE OF SOUTH CAROLINA COUNTY OF FLORENCE CBL Services LLC, Plaintiff, -vs- Ryan Transport, LLC and Ryan Antonio Burgess, Defendants. 0068-24-0001	IN THE COURT OF COMMON PLEAS C/A No. 2024-CP-21-01953 **MOTION AND ORDER OF DISMISSAL AS TO DEFENDANT RYAN TRANSPORT, LLC ONLY (WITHOUT PREJUDICE)**

Pursuant to Rule 41(a)(1)(A), SCRCP, the undersigned counsel for the Plaintiff hereby moves the Court to enter an Order dismissing Defendant Ryan Transport, LLC only, and declares:

Plaintiff no longer wishes to pursue this matter against Ryan Transport, LLC as the company appears to be dissolved. Co-Defendant Ryan Antonio Burgess has purported to file a responsive answer on behalf of Defendant Ryan Transport, LLC Pro Se, but said Defendant LLC has not properly appeared in this action.

WHEREFORE, IT IS SO ORDERED, ADJUDGED, AND DECREED that, in consideration of the foregoing, and upon such terms and conditions as the Court deems proper, it is hereby ordered that Defendant Ryan Transport, LLC is hereby dismissed from the above-entitled action, without prejudice.

AND IT IS SO ORDERED!

WE SO MOVE

CRAWFORD & VON KELLER, LLC

/s/Jason M. Hunter

Jason M. Hunter S.C. Bar No.101501
Post Office Box 4216
Columbia, South Carolina 29204
Telephone 803-790-2626
ATTORNEYS FOR THE PLAINTIFF
Columbia, South Carolina 29204

ATTORNEYS FOR THE PLAINTIFF

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SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2025 Jan 15 12:29 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

ELECTRONICALLY FILED - 2025 Jan 15 12:29 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

Florence Common Pleas

Case Caption: Cbl Services Llc VS Ryan Transport Llc , defendant, et al

Case Number: 2024CP2101953

Type: Order/Dismissal

H. Steven DeBerry, IV

Circuit Court Judge 2771

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Form 4 Order and formal Order Denying
Appellant's Motion for Reconsideration
filed February 14, 2025

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Florence
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP2101953

Cbl Services Llc
PLAINTIFF(S)

Ryan Antonio Burgess
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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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:

Defendant's Motion to Dismiss is DENIED. Formal Order forthcoming.

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 01/30/2025 .

Ryan Antonio Burgess for Ryan Antonio Burgess
Ryan Antonio Burgess for Ryan Antonio Burgess

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2025 Feb 14 1:09 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

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.

ELECTRONICALLY FILED - 2025 Feb 14 1:09 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

ELECTRONICALLY FILED - 2025 Feb 14 1:09 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

Florence Common Pleas

Case Caption: Cbl Services Llc VS Ryan Transport Llc , defendant, et al

Case Number: 2024CP2101953

Type: Order/Electronic Form 4

So Ordered

s/ The Honorable Michael G. Nettles #2140

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Respondent's Motion for Summary judgment, accompanying Affidavits, and Exhibits filed March 14, 2025

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

STATE OF SOUTH CAROLINA FLORENCE COUNTY CBL Services LLC, Plaintiff, vs. Ryan Antonio Burgess, Defendant.	IN THE COURT OF COMMON PLEAS C/A No.: 2024-CP-21-01953 **MOTION FOR SUMMARY JUDGMENT**

File No. 0068-24-0001

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff will appear before the presiding judge for Richland County, ten (10) days after service hereof at 10:00 a.m., or at such other time and place as the Court may direct, and move for an order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting to the Plaintiff Summary Judgment on the grounds that there is no genuine issue as to any material fact, and the Plaintiff is entitled to an Order as a matter of law.

Said motion shall be based upon the statute and case law of the State of South Carolina, upon the pleadings and other evidence developed in discovery, and upon the affidavits attached hereto and other material properly received by the Court in connection therewith.

RESPECTFULLY SUBMITTED
CRAWFORD & VON KELLER, LLC
/s/Jason M. Hunter

Theodore von Keller, S.C. Bar No. 5718
B. Lindsay Crawford, III S.C. Bar No. 6510
B. Lindsay Crawford, IV S.C. Bar No. 101707
Charley S. FitzSimons S.C. Bar No. 104326
Jason M. Hunter S.C. Bar No.101501
Post Office Box 4216
Columbia, South Carolina 29204
Telephone 803-790-2626
ATTORNEYS FOR THE PLAINTIFF

Columbia, SC
March 14, 2025

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STATE OF SOUTH CAROLINA FLORENCE COUNTY CBL Services LLC, Plaintiff, vs. Ryan Antonio Burgess, Defendant.	IN THE COURT OF COMMON PLEAS C/A No.: 2024-CP-21-01953 **AFFIDAVIT**

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

File No. 0068-24-0001

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

The undersigned, Jason M. Hunter, attorney at Crawford & von Keller, LLC, who, being duly sworn, states as follows:

1. My firm represents the Plaintiff in the above-entitled matter.
2. On February 7, 2025, Plaintiff's First Set of Interrogatories, Plaintiff's First Requests to Admit, and Plaintiff's First Requests for Production were served upon Defendant, Ryan Antonio Burgess, via US mail, making the deadline for response March 10, 2025. Copies of the relevant Cover Letter, Requests to Admit, and Certificate of Service are attached hereto collectively as Exhibit 'A' and made a part hereof by reference.
3. Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, Defendant has not responded to Plaintiff's Requests for Admission within 30 days and, therefore, said requests are all deemed as admitted.

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FURTHER AFFIANT SAYETH NAUGHT.

Jason M. Hunter

Sworn and subscribed before me

This 14th day of March, 2025

Tamra Towns

Notary Public for the State of:

My Commission Expires: 4/22/2031

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ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

SOUTH CAROLINA
B. Lindsay Crawford, III*
Theodore von Keller
B. Lindsay Crawford, IV**
Jason M. Hunter

Charley FitzSimons MacInnis
Eric H. Nelson
Katheryn L. Saplita**
Lawrence W. Johnson Jr.* - Special Counsel

CRAWFORD & VON KELLER, LLC
CREDITORS' RIGHTS | LANDLORD-TENANT | LITIGATION

NORTH CAROLINA
Benjamin A. Barco
Gregory P. Cowan**
Jonathan Payne
Alice Matherson

*Certified Specialist in Bankruptcy and Debtor-Creditor Law in SC
**Admitted in South Carolina and North Carolina

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

February 7, 2025

PLAINTIFF'S EXHIBIT
A

Ryan Antonio Burgess
509 N. Williamson Road
Florence, South Carolina 29506

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICE ACT, 15 USC 1692E(11), THIS CORRESPONDENCE IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

RE: CBL Services, LLC vs. Ryan Antonio Burgess
Case: 2024-CP-21-01953
Our file: 0068-24-0001

Dear Mr. Burgess:

Enclosed please find Plaintiff's First Set of Interrogatories, Plaintiff's First Request to Admit, and Plaintiff's First Request for Production, in the above captioned case, which I hereby serve upon you.

Please contact me with any questions or concerns.

Sincerely,

Sincerely,

88

1640 ST JULIAN PLACE, COLUMBIA, SC 29204 | P.O. BOX 4216, COLUMBIA, SC 29240
803.790.2626 EXT. 206 PHONE | 803.790.1277 FAX | CRAWFORDVK.COM

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

CRAWFORD & VON KELLER, LLC
Lori Gualla for
Katharyn L. Sophia
Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
B. Lindsay Crawford, IV, Esquire
Jason M. Hunter, Esquire
Charley F. MacInnis, Esquire
Eric H. Nelson, Esquire
Katharyn L. Sophia, Esquire
Post Office Box 4216
Columbia, South Carolina 29240
Telephone: (803) 790-2626
Attorneys for Plaintiff

KLS/llq
Enclosures

NOTE: THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT; ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THIS NOTICE IS NEITHER A DEMAND FOR PAYMENT OF A DEBT NOT A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT WHOSE DEBT MIGHT HAVE BEEN DISCHARGED IN BANKRUPTCY OR WHO MIGHT BE SUBJECT TO AUTOMATIC STAY PURSUANT TO SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. THIS LETTER IS BEING SENT TO ANY SUCH PARTIES MERELY TO COMPLY WITH APPLICABLE STATE LAW GOVERNING FORECLOSURE OF LIENS PURSUANT TO CONTRACTUAL POWERS OF SALE. OUR CLIENT'S LIEN ON THE PROPERTY IS STILL VALID UNDER APPLICABLE LAW WITHOUT A DEBT OR LOAN ACCOMPANYING THE LIEN.

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FflorENCE - COMMON PLEAS - CASE#2024CP2101953

STATE OF SOUTH CAROLINA COUNTY OF FLORENCE CBL Services LLC, -vs- Ryan Antonio Burgess, Defendant.	IN THE COURT OF COMMON PLEAS C/A No. 2024-CP-21-01953 PLAINTIFF'S FIRST REQUESTS TO ADMIT

TO: Ryan Transport LLC & Ryan Antonio Burgess, *PRO SE DEFENDANT*:

Pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure and Rule 3(b) of the Circuit Court Arbitration Rules, Plaintiff hereby propounds and serves the following requests to admit upon Defendants, to be answered separately, in writing and under oath, within thirty (30) days from the date of service hereof or be deemed admitted.

1. Admit that on or about September 22, 2021, Defendant Ryan Antonio Burgess, as signatory for Ryan Transport LLC signed a Commercial Security Agreement, Certificate of Incumbency and Authority, Authorization Agreement for Automatic Withdrawal from Account, Electronic Record and Signature Disclosure, and North Mill Credit Insurance Requirements Defendant ("Contract" hereinafter).

2. Admit that pursuant to the Contract referred to above, Defendants utilized the credit extended by Plaintiff.

3. Admit that Defendants promised to pay the amounts advanced under the agreement and are in default under the terms of the Contract with a balance of $71,857.98.

4. Admit that you entered this Contract freely and without coercion.

5. Admit that you had the ability to review the Contract prior to signing the Contract.

6. Admit that you were in no way defrauded in the formation or execution of the Contract.

7. Admit that you have no evidence that you were defrauded by the lender who advanced the funds and allowed you to make these purchases under the Contract.

8. Admit that the terms of the agreement were not unconscionable.

9. Admit that there was no lack of diligence on behalf of the Plaintiff.

10. Admit that Plaintiff made no false representations.

11. Admit that Defendants did not detrimentally rely on any facts which Plaintiff concealed.

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

12. Admit that Plaintiff was not guilty of any fraud, deceit, unconscionability, or bad faith directly related to this matter.

13. Admit that Plaintiff mitigated damages.

14. Admit that Plaintiff's claims are not barred by the statute of limitations.

15. Admit that Defendants were not harassed for the debt in violation of the law.

16. Admit that Defendants were properly served.

17. Admit that Defendants' debt was not discharged in bankruptcy.

18. Admit that Plaintiff did not misrepresent any facts to Defendants.

19. Admit that the contract was not vague or ambiguous.

20. Admit that Defendants had a meaningful choice to decide whether to enter into the contract or to not enter into the contract.

21 Admit that none of the terms of the contract were hidden.

22. Admit that all terms of the contract were fair and equitable.

23. Admit that under the Contract you owe unto the Plaintiff Seventy-One Thousand Eight Hundred Fifty-Seven and 98/100 ($71,857.98) Dollars, plus interest, costs, and attorney's fees.

CRAWFORD & VON KELLER, LLC

BY: s/ Katharyn L. Sophia

B. Lindsay Crawford, III
Theodore von Keller, SC Bar No. 5718
B. Lindsay Crawford, IV
Charley F. MacInnis
Jason M. Hunter
Eric H. Nelson
Katharyn L. Sophia
Post Office Box 4216
Columbia, South Carolina 29240
ATTORNEYS FOR THE PLAINTIFF

Columbia, South Carolina
February 7, 2025

ELECTRONICALLY FILED - 2025 Mar 14 4:59 PM - FflorENCE - COMMON PLEAS - CASE#2024CP2101953

STATE OF SOUTH CAROLINA COUNTY OF FLORENCE	IN THE COURT OF COMMON PLEAS C/A No. 2024-CP-21-01953
CBL Services, LLC, Plaintiff, -vs- Ryan Antonio Burgess, Defendant(s).	CERTIFICATE OF SERVICE

I, the undersigned, Lori Qualls, an employee of Crawford & von Keller, LLC, attorneys for the Plaintiff, do hereby certify that I served a copy of the Plaintiff's First Set of Interrogatories, Plaintiff's First Requests to Admit, and Plaintiff's First Requests for Production on February 7, 2025, to the Defendant listed below, by personally depositing a copy of same in a United States Postal Service mailbox, postage pre-paid, addressed as follows:

Ryan Antonio Burgess
509 N. Williamson Road
Florence, South Carolina 29506

Lori Qualls

Columbia, South Carolina
February 7, 2025

Appellant's Notice of Appeal filed April 17.
2024

FORM 9
LETTER TO CLERK OF LOWER COURT
FILING NOTICE OF APPEAL

April 12, 2025

The Honorable Doris Poulos O'Hara
Clerk of Court for Florence County
181 N. Irby St. Suite 1100
Florence, South Carolina 29501.

RE: CBL Services, LLC Respondent, v. Ryan Antonio Burgess Appellant,
Case No. 2024-CP-01953

Dear Mrs. O'Hara:

Enclosed for filing is a notice of appeal in the above case.

Sincerely,

s/ Ryan A. Burgess
Ryan Antonio Burgess
509 N. Williamson Rd
Florence, SC 29506
843-676-5033
PRO SE Appellant

cc: Crawford & Von Keller, LLC
Jason M. Hunter SC Bar No. 101501
Post Office Box 4216
Columbia, SC 29204
Attorney for Respondent

FILED
2025 APR 17 A 11:06
DORIS POULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court

Judge

Case No. 2024-CP-01953

CBL SERVICES, LLC,

Respondent,

v.

Ryan Antonio Burgess,

Appellant.

FILED
2025 APR 17 A 11:06
DORIS FOULDS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

NOTICE OF APPEAL

Ryan Antonio Burgess appeals the order Granting Summary Judgment of the Honorable Michael G. Nettles dated April 11, 2025. Appellant received written notice of entry of this order Granting Summary Judgment on April 12, 2025.

April 12, 2025

s/ Ryan A Burgess

Ryan Antonio Burgess
509 N. Williamson Rd
Florence, SC 29506
843-676-5033
PRO SE Appellant

Other Counsel of Record:
CRAWFORD & Von Keller, LLC

Jason M. Hunter S.C. Bar No.101501
Post Office Box 4216
Columbia, South Carolina 29204
Telephone 803-790-2626
ATTORNEYS FOR THE PLAINTIFF

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Affidavit of Non-Service on Appellant

Filed October 10, 2024

ELECTRONICALLY FILED - 2024 Oct 22 8:18 AM - FLORENCE - COMMON PLEAS - CASE#2024CP2101953

AFFIDAVIT OF NON-SERVICE

DOCKET NUMBER: 2024CP2101953 FILE NUMBER: 0068-24-0001

COURT OF COMMON PLEAS FOR FLORENCE COUNTY, SC

PLAINTIFF CBL SERVICES LLC

vs.

DEFENDANT RYAN TRANSPORT, LLC, et al.

SERVICE OF PROCESS ON: RYAN ANTONIO BURGESS

METHOD OF SERVICE: **A true and correct copy of the above-described papers were served on the below-named party in the following manner:**

(X) (NON-SERVICE – PROOF OF DILIGENCE) After due and diligent efforts, undersigned was unable to effect service.

ADDRESS: 509 N. WILLIAMSON ROAD
FLORENCE, SC 29506

Is the place of service the dwelling house or usual place of abode for the party being served? ( ) YES (X) NO

DATE: 9/26/2024 TIME: 10:21 AM

TYPE OF DOCUMENTS: Summons, Complaint

IS THE SUBJECT PROPERTY A MOBILE HOME? ( ) YES ( ) NO

COMMENTS: 09/26/2024 10:21:00 AM - 09/26/2024 10:20 AM NO ANSWER, VEHICLES
09/22/2024 08:00 PM NO ANSWER, VEHICLES MOVED AROUND IN DIFFERENT SPOTS
09/21/2024 12:59 PM VEHICLES IN YARD, NOT RESPONSE
09/20/2024 08:43 AM TRACTOR-TRAILER IN YARD ALONG WITH OTHER PERSONAL VEHICLES
09/11/2024 07:20 PM SPOKE WITH DEFENDANT ON RING DOORBELL STATED HE WILL BE BACK IN TWO WEEKS, OVER-THE-ROAD TRUCKER

Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that the deponent is over the age of 18 and is not party to nor interested in this action.

NAME: DAVID MILLIGAN

Edward Milligan 10/1/2024
Signature of Process Server / ProVest Case ID: 7282485 Date

STATE OF SC

COUNTY OF Florence

Sworn to and subscribed before me this 1 day of Oct, in the year of 2024

✓ Personally, known by me, or ___ identified by the following document:

Type: ___ Number/Reference: ___

✓ _____ Notary Public for South Carolina
Notary Public (Legal Signature)

Printed Name: _____

Commission Expiration: _____

DAVID P MILLIGAN
NOTARY PUBLIC
State of South Carolina
My Commission Expires Apr. 25, 2026

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No. 2025-000733

CBL Services, Respondent,

v.

Ryan Antonio Burgess, Appellant.

APPELLANT'S FINAL REPLY BRIEF

Ryan Antonio Burgess
509 N. Williamson Rd.
Florence, SC 29506
843-676-5033
Pro Se Appellant

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PRELIMINARY STATEMENT

This appeal concerns whether the circuit court improperly granted summary judgment by resolving disputed factual issues concerning the alleged guaranty, assignment, commercial reasonableness of the collateral sale, deficiency calculations, and Appellant's personal liability.

ISSUES PRESENTED

1. Whether genuine issues of material fact existed.

2. Whether the circuit court improperly weighed evidence.

3. Whether Respondent established entitlement to judgment as a matter of law.

4. Whether de novo review requires reversal.

STATEMENT OF THE CASE

Respondent filed a collection action seeking a deficiency balance allegedly owed following repossession and sale of collateral. The circuit court granted summary judgment and entered findings adverse to Appellant. Appellant timely appealed.

STANDARD OF REVIEW

Summary judgment is reviewed de novo. All evidence and all reasonable inferences must be viewed in the light most favorable to the nonmoving party. Summary judgment is inappropriate where more than one reasonable inference may be drawn from the evidence.

STATEMENT OF FACTS

Appellant disputed personal liability and challenged the alleged guaranty. Respondent relied upon business records, assignment documents, and an affidavit from a corporate employee. The circuit court adopted Respondent's version of events and entered findings regarding execution of the guaranty, assignment, commercial reasonableness, and liability.

ARGUMENT

I. RESPONDENT MISSTATES THE SUMMARY JUDGMENT STANDARD

Respondent repeatedly argues that summary judgment was proper because Appellant failed to file a counter-affidavit. This argument improperly shifts the burden of proof. Rule 56 places the initial burden on the moving party to establish the complete absence of any genuine issue of material fact. The mere filing of an affidavit does not entitle a party to judgment. Courts must determine whether disputes remain, not whether one side has produced more paperwork.

II. THE CIRCUIT COURT RESOLVED FACTUAL DISPUTES

The order contains affirmative findings that Appellant executed the guaranty, that the guaranty was enforceable, that assignments were valid, that the sale was commercially reasonable, and that the deficiency amount was accurate. These findings resemble trial findings. Summary judgment is not a substitute for trial and may not be used to resolve disputed facts.

III. THE GUARANTY PRESENTED A GENUINE ISSUE OF MATERIAL FACT

The alleged guaranty was central to Respondent's case. Appellant disputed the guaranty and denied recognizing it. Authenticity, execution, and enforceability of a guaranty are material factual issues. If the guaranty is disputed, personal liability is disputed. Such issues should be decided by a factfinder.

IV. RESPONDENT FAILED TO ESTABLISH ENTITLEMENT TO JUDGMENT AS A MATTER OF LAW

The supporting affidavit was based largely on review of records rather than firsthand participation in the transaction. The affidavit did not conclusively eliminate disputes concerning liability, assignment, commercial reasonableness, or damages. Consequently, Respondent failed to satisfy Rule 56.

V. QUESTIONS REMAINED REGARDING ASSIGNMENT AND STANDING

Respondent relied on multiple assignments involving different entities. The record should clearly establish ownership of the specific account and guaranty at issue. Any uncertainty regarding standing or ownership should have precluded summary judgment.

VI. COMMERCIAL REASONABLENESS WAS A FACT ISSUE

Whether a collateral sale is commercially reasonable typically depends on evidence concerning timing, marketing, procedures, condition, value, and industry standards. The order accepted commercial reasonableness as established without a full evidentiary inquiry.

VII. RULE 38 DOES NOT CURE RULE 56 DEFICIENCIES

Even if Appellant's jury demand was untimely, that issue is separate from whether summary judgment was proper. A waiver of jury trial cannot transform disputed facts into undisputed facts.

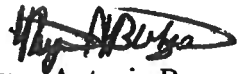
VIII. DE NOVO REVIEW REQUIRES REVERSAL

Because appellate review is de novo, the Court owes no deference to legal conclusions reached below. Viewing the evidence in the light most favorable to Appellant, disputes remained concerning the guaranty, standing, commercial reasonableness, deficiency calculations, and personal liability.

CONCLUSION

For the foregoing reasons, Appellant respectfully requests that the Court grant the appeal, reverse the Order Granting Summary Judgment, vacate the findings entered against Appellant, remand this matter for trial on the merits, and grant such further relief as the Court deems just and proper.

Respectfully submitted,

s/ 

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September 20, 2026

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SC Court of Appeals

CERTIFICATE OF APPELLANT

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

September 20, 2026

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