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SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

**APPEAL FROM BERKELEY COUNTY
The Honorable Thomas J. Rode, Circuit Court Judge**

Trial Court Case No. 2025-CP-08-01090

Appellate Case No. 2026-001046

Shaunise Nelson, Plaintiff/Appellant,

v.

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

of which Ally Financial Inc. and Hook & Book Recovery SC, LLC are Respondents.

BRIEF OF APPELLANT

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ISSUES PRESENTED FOR REVIEW

I.

Whether the circuit court erred in granting summary judgment to Ally Financial Inc. where Appellant presented evidence supporting a genuine factual dispute concerning whether Ally possessed and used an updated residential address and whether the statutory right-to-cure notice was mailed to Appellant at her residence as required by S.C. Code Ann. § 37-5-110.

II.

Whether the circuit court improperly resolved a genuinely disputed material fact against Appellant when Appellant expressly identified evidence concerning her updated address, testified at the summary-judgment hearing that she had submitted proof of the address change through Ally's mobile application, and directed the court to the filed exhibit containing the address evidence. (Tr. 14:17–25; 15:1–21; 23:1–25; 25:1–25; 26:1–25.)

III.

Whether the circuit court erred in subsequently determining that Appellant had not raised the address issue before her Rule 59(e) motion where the December 16, 2025 hearing transcript establishes that Appellant repeatedly raised the adequacy of Ally's notice and specifically identified whether Ally “had used the right address for the notice to cure” as a fact requiring determination. (Tr. 16:1–12.)

IV.

Whether summary judgment on Appellant's repossession-based claims was improper to the extent those claims depended upon Ally having a lawful present right to possession, where South Carolina law restricts a creditor's right to take possession until the applicable right-to-cure requirements have been satisfied and the record contained a genuine dispute concerning compliance with those requirements.

STATEMENT OF THE CASE

This appeal arises from an action brought by Appellant Shaunise A. Nelson in the Berkeley County Court of Common Pleas against Ally Financial Inc., Herbie's Towing Service, and Hook & Book Recovery SC, LLC arising from the repossession and retention of Appellant's 2017 Mercedes-Benz C300. The action was assigned Case No. 2025-CP-08-01090.

Respondents denied liability, and Ally Financial Inc. and Hook & Book Recovery SC, LLC sought summary judgment.

The circuit court conducted a hearing on the summary-judgment motions on December 16, 2025, before the Honorable Thomas J. Rode.

By orders filed February 10, 2026, the circuit court granted summary judgment in favor of Ally Financial Inc. and Hook & Book Recovery SC, LLC.

Appellant thereafter sought post-judgment relief pursuant to Rule 59(e), SCRCP. By order dated March 18, 2026, the circuit court denied that relief.

Appellant filed her Notice of Appeal on April 27, 2026. The South Carolina Court of Appeals received the filing and subsequently assigned the matter Appellate Case No. 2026-001046. By initial letter dated April 29, 2026, the Court of Appeals confirmed receipt of the Notice of Appeal and advised the parties of the appellate case number. The materials presently available to Appellant establish the April 27, 2026 filing date but do not separately reflect the date on which the Notice of Appeal was served.

STATEMENT OF FACTS

Ally contended at the December 16, 2025 hearing that Appellant was in default for October and November 2024 and that on December 10, 2024, Ally sent a notice of default and opportunity to cure. (Tr. 6:1–8.)

Ally asserted that the notice required Appellant to pay slightly more than \$1,500 by December 27, 2024 and warned that Ally could proceed with repossession if payment was not received. (Tr. 6:1–8.)

Ally's counsel relied upon an employee affidavit and represented that Ally's records showed that the December notice had been sent to Appellant's "address of record." (Tr. 7:9–16.)

Ally's counsel also acknowledged, however, that Appellant had produced Ally statements reflecting an updated South Carolina address. (Tr. 7:17–23.) Ally's position was not that it never possessed an updated address. Rather, Ally argued that Appellant had not established that the address was updated before December 10, 2024. (Tr. 7:17–23.)

Appellant disputed that assertion.

During her response to summary judgment, Appellant expressly identified "notice and opportunity to cure" as disputed and specifically raised "whether notice was sent to an outdated address." (Tr. 14:17–25.)

The court immediately asked Appellant whether she had evidence. (Tr. 14:24–25.)

Appellant answered:

"I do. And I submitted that as well."

(Tr. 15:1–2.)

Appellant then explained that she had submitted proof of the change in Ally's mobile application and stated that communications before repossession were being directed to the correct address and mailing address. (Tr. 15:1–9.)

When the court asked where the evidence had been submitted, Appellant stated that it was in the court's files as an exhibit. (Tr. 15:10–21.)

The issue arose again when the circuit court asked Appellant to identify the factual questions requiring determination. The court asked:

"What facts need to be found?"

(Tr. 16:3–4.)

Appellant answered:

“About whether they had used the right address for the notice to cure, which I submitted that evidence.”

(Tr. 16:5–8.)

Appellant again raised the issue later in the hearing, explaining that the disputed facts included whether Ally sent the required notice to the correct and current address rather than an address where she had resided several years earlier. (Tr. 19:13–25.)

The court then asked Appellant to identify the specific evidence in the record. (Tr. 23:1–25.)

Appellant again identified proof showing that she had made sure her address was updated through the mobile application. (Tr. 23:3–8.)

After reviewing the docket during the hearing, Appellant identified the relevant filing, and the circuit court located a large April 24 filing containing multiple exhibits. Appellant identified the address evidence as Exhibit I. (Tr. 25:22–25; 26:1–10.)

The filed Exhibit I materials contain Ally-related billing/address documentation and an Ally “Vehicle Information” screen identifying 2253 Ranger Dr., Cross, South Carolina 29436-3395 as the “Vehicle Billing Address.” (Exhibit I, filed Apr. 24, 2025, pp. 27–29 of filed exhibit packet.)

Appellant's April 21, 2025 Motion to Reconsider and accompanying declaration also expressly addressed the address issue. Appellant asserted that Ally sent the alleged right-to-cure notices to an outdated or incorrect address and identified filed materials reflecting address information maintained or used by Ally. Her declaration stated that, prior to repossession, she updated her residential address through Ally's official mobile application. (Motion to Reconsider & Declaration, Apr. 21, 2025, ¶¶ 4–7; Nelson Decl. ¶¶ 3–7.)

The significance of the dispute was confirmed by Ally's counsel at the hearing. After Appellant identified Exhibit I, counsel responded that there was “no question that Ally had an updated address for Ms. Nelson before the repossession occurred.” (Tr. 27:5–12.) Counsel maintained, however, that the relevant question was whether the update occurred before the December 10, 2024 notice. (Tr. 27:12–20.)

Thus, the hearing itself demonstrates the precise factual dispute: when Ally possessed Appellant's updated residential address and whether the December 10 statutory notice was sent to the residence required by South Carolina law.

STANDARD OF REVIEW

Summary judgment is appropriate only when the pleadings, depositions, answers to interrogatories, admissions, and affidavits demonstrate that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP.

In *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 892 S.E.2d 297 (2023), the South Carolina Supreme Court clarified that the proper inquiry is whether a genuine issue of material fact exists. Although speculation or an unreasonable inference is insufficient to defeat summary judgment, evidence providing a meaningful factual basis from which a factfinder could reasonably determine the disputed fact creates a genuine issue for resolution.

The address dispute here was not merely speculative. Appellant identified documentary evidence, an Ally mobile-application record, Ally billing/address materials, her declaration, and a filed exhibit. She repeatedly directed the circuit court to that evidence. (Tr. 14:17–25; 15:1–21; 16:3–12; 23:1–25; 25:22–25; 26:1–10.)

Moreover, Ally's counsel acknowledged that Ally possessed an updated address before repossession while disputing whether the update preceded the December 10 notice. (Tr. 27:5–20.)

That disagreement concerns chronology and the evidentiary significance of Ally's address records and therefore presents a factual issue material to the statutory-notice question.

ARGUMENT

I. THE CIRCUIT COURT ERRED IN GRANTING SUMMARY JUDGMENT TO ALLY BECAUSE A GENUINE ISSUE OF MATERIAL FACT EXISTED CONCERNING COMPLIANCE WITH SOUTH CAROLINA'S RIGHT-TO-CURE REQUIREMENTS.

A. South Carolina law makes proper right-to-cure notice a prerequisite to repossession in the circumstances governed by §§ 37-5-110 and 37-5-111.

S.C. Code Ann. § 37-5-110(1) provides for notice of a consumer's right to cure following a qualifying payment default in a covered consumer credit transaction.

Of particular importance here, the statute provides that a creditor gives the statutory notice when the creditor delivers it to the consumer or mails it to the consumer at the consumer's residence. S.C. Code Ann. § 37-5-110(1).

Section 37-5-111 restricts enforcement of the security interest. Subject to the statutory exceptions, after a default consisting only of failure to make a required payment, the creditor

may not accelerate the unpaid balance or take possession of collateral until twenty days after the required right-to-cure notice has been given. S.C. Code Ann. § 37-5-111(1).

The statute further provides that, in an enforcement proceeding, the creditor must affirmatively plead and prove either that notice was not required or that the required notice was given. S.C. Code Ann. § 37-5-111(6). Section 37-5-111(7) provides that a repossession in violation of the section is void and that the creditor is liable for conversion.

Accordingly, whether the December 10 notice satisfied § 37-5-110 was material to Ally's claimed right to repossess.

B. *Foster v. Ford Motor Credit Co.* demonstrates that a factual dispute concerning statutory cure notice can preclude summary judgment in an automobile-repossession case.

The South Carolina Supreme Court's decision in *Foster v. Ford Motor Credit Co.*, 302 S.C. 450, 395 S.E.2d 440 (1990), is instructive.

There, consumers challenged automobile repossessions on the ground that the required § 37-5-110 notices had not been received. Ford Motor Credit presented affidavits asserting that the notices had been mailed, while the consumers denied receipt. The Supreme Court determined that the conflicting evidence created a factual question concerning the mailing of the notices and reversed summary judgment on the wrongful-repossession and conversion claims. *Id.* at 453–54, 395 S.E.2d at 442–43.

The same summary-judgment principle applies here.

Appellant did not merely make a generalized assertion that Ally used the wrong address. She specifically told the circuit court that notice and opportunity to cure were disputed, including whether the notice was sent to an outdated address. (Tr. 14:17–25.)

When asked for evidence, Appellant stated that she had submitted proof of the address change through Ally's mobile application and identified that evidence as an exhibit in the court record. (Tr. 15:1–21.)

When the circuit court later asked what facts needed to be found, Appellant again identified “whether they had used the right address for the notice to cure.” (Tr. 16:3–8.)

Appellant ultimately directed the circuit court to the April filing containing multiple exhibits and identified the address material as Exhibit I. (Tr. 25:22–25; 26:1–10.)

The filed Exhibit I includes Ally account/address documentation identifying 2253 Ranger Dr., Cross, South Carolina as the Vehicle Billing Address. (Exhibit I, pp. 27–29 of filed exhibit packet.)

Ally's counsel then acknowledged that Ally had an updated address before repossession but argued that Appellant had not proved that Ally possessed the updated address before December 10. (Tr. 27:5–20.)

That exchange demonstrates the existence—not the absence—of a factual dispute.

C. The disputed chronology could not properly be resolved against Appellant at summary judgment.

The material question was not simply whether Ally eventually possessed the Cross address.

It was when Ally possessed the updated residential address and whether the December 10 notice was mailed to Appellant at her residence as required by § 37-5-110.

Ally contended that Appellant's evidence reflected only a later address update. (Tr. 7:17–23; 27:5–20.)

Appellant disputed that characterization and stated that she had submitted proof through Ally's mobile application and that communications were being directed to the correct address before repossession. (Tr. 15:1–9.)

Appellant's previously filed declaration likewise stated that, prior to repossession, she updated her residential address through Ally's official mobile application. (Nelson Decl. ¶¶ 3–7.)

The circuit court therefore faced competing evidence and competing inferences concerning Ally's address records and their chronology.

The circuit court could ultimately determine after factfinding that Ally complied with § 37-5-110. But summary judgment was not the procedural stage for resolving a genuine material factual dispute by accepting one party's interpretation of the chronology over the other's.

For that reason, the judgment should be reversed as to the claims dependent upon Ally's compliance with the statutory notice requirement.

II. THE CIRCUIT COURT IMPROPERLY RESOLVED THE ADDRESS EVIDENCE AND REASONABLE INFERENCES AGAINST APPELLANT.

The record demonstrates more than a speculative assertion concerning Ally's knowledge.

Appellant specifically identified: (1) proof concerning the address change through Ally's mobile application (Tr. 15:1–9); (2) evidence filed as an exhibit in the court record (Tr. 15:10–21); (3) the “right address for the notice to cure” as a disputed factual issue (Tr. 16:3–8); (4) the mobile-app address evidence again when asked to identify specific evidence supporting her opposition to summary judgment (Tr. 23:1–8); and (5) Exhibit I in the April filing after the circuit court located that filing on the docket (Tr. 25:22–25; 26:1–10).

The filed Exhibit I corroborates that the Cross address appeared in Ally-related account materials.

Ally's counsel also acknowledged that Ally had an updated address before repossession. (Tr. 27:5–12.)

The parties disagreed about when the address was updated relative to the December 10 notice. (Tr. 27:12–20.)

Under Rule 56 and Kitchen Planners, that distinction matters. The court was required to determine whether the evidence presented a genuine issue of material fact, rather than resolve a genuinely disputed chronology by accepting the movant's interpretation of the evidence.

Appellant's evidence supplied a meaningful factual basis from which a factfinder could determine when Ally knew or used the updated address. The circuit court therefore erred in granting summary judgment on the premise that the material notice issue presented no genuine factual dispute.

III. THE ADDRESS AND RIGHT-TO-CURE ISSUE WAS EXPRESSLY RAISED BEFORE ENTRY OF JUDGMENT AND WAS PRESERVED.

South Carolina's preservation rule generally requires an issue to be raised to and ruled upon by the trial court. *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). When an issue has been raised to the trial court but the court fails to rule upon it, a Rule 59(e) motion is used to obtain a ruling and preserve the issue for appellate review. *Elam v. South Carolina Department of Transportation*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004).

Here, the transcript establishes that the address/right-to-cure issue was presented to the circuit court before judgment.

At the December 16, 2025 hearing, Appellant stated:

“Also, notice and opportunity to cure or redeem are disputed. Whether Ally provided proper notice and a meaningful opportunity to cure or redeem is disputed, including whether notice was sent to an outdated address.”

(Tr. 14:17–25.)

When the circuit court asked whether Appellant possessed evidence supporting that assertion, she answered that she did and that she had submitted it. (Tr. 14:24–25; 15:1–2.)

She then described the mobile-app address evidence. (Tr. 15:1–9.)

The issue became even more explicit when the court asked:

“What facts need to be found?”

(Tr. 16:3–4.)

Appellant responded:

“About whether they had used the right address for the notice to cure, which I submitted that evidence.”

(Tr. 16:5–8.)

Appellant raised the issue again, telling the court that the disputed facts included whether Ally sent the required notice to the “correct and current address” rather than an address where she had resided several years earlier. (Tr. 19:13–25.)

The court then required Appellant to locate the documentary evidence on the docket. (Tr. 23:1–25; 25:1–25.) The court located the April 24 filing containing multiple exhibits, and Appellant identified the address evidence as Exhibit I. (Tr. 26:1–10.)

The court expressly stated:

“I’m going to review your exhibits.”

(Tr. 26:22–25.)

The issue also appeared in Appellant’s earlier written filing. Her April 21, 2025 Motion to Reconsider asserted that Ally had sent the alleged right-to-cure notices to an outdated or incorrect address, and her accompanying declaration addressed the updated address and Ally mobile application. (Motion to Reconsider & Declaration, Apr. 21, 2025, ¶¶ 4–7; Nelson Decl. ¶¶ 3–7.)

Appellant thereafter raised the matter in her post-judgment Rule 59(e) motion, providing the circuit court an opportunity to address the issue after entry of summary judgment.

The transcript therefore contradicts any conclusion that the address/right-to-cure issue was first raised after judgment. The issue was expressly presented before judgment and subsequently pursued through Rule 59(e). Under Wilder and Elam, the issue was preserved for appellate review.

IV. SUMMARY JUDGMENT ON REPOSSESSION-BASED CLAIMS CANNOT REST UPON AN UNDISPUTED PRESENT RIGHT TO POSSESSION WHERE COMPLIANCE WITH THE STATUTORY NOTICE REQUIREMENT REMAINED GENUINELY DISPUTED.

The notice issue directly affects Ally’s claimed legal authority to repossess.

Section 37-5-111(1) generally prohibits the creditor, following a qualifying payment default, from taking possession of collateral until twenty days after the required § 37-5-110 notice has been given. Section 37-5-111(7) provides that a repossession violating the section is void and that the creditor is liable for conversion.

Section 37-5-112 separately provides that a creditor taking possession without judicial process must do so without entry into a current dwelling and without force or other breach of the peace.

Those are distinct inquiries.

The absence of a physical confrontation during the repossession does not itself answer the antecedent statutory question of whether Ally had acquired the legal right to enforce its security interest through repossession.

That distinction is especially significant here because Hook & Book's summary-judgment position addressed whether Appellant had a lawful present right of possession. (Tr. 13:1–14.)

Appellant responded that Ally's lawful authority to order the repossession was itself disputed. (Tr. 13:15–25; 14:1–25.)

Ally's counsel subsequently acknowledged that Ally had the updated address before repossession, while maintaining that the decisive issue was whether it had been updated before the December 10 notice. (Tr. 27:5–20.)

Thus, the legal right to possession depended, at least in material part, upon resolution of the disputed statutory-notice question.

Foster confirms the relationship between disputed right-to-cure notice and repossession-based claims. The South Carolina Supreme Court reversed summary judgment on wrongful-repossession and conversion claims where a factual dispute existed concerning the statutory notices. Foster, 302 S.C. at 453–54, 395 S.E.2d at 442–43.

Accordingly, to the extent the judgment for Hook & Book rests upon Ally having an undisputed lawful present right to repossess, that determination should likewise be vacated or reversed and reconsidered after resolution of the predicate statutory-notice issue.

Appellant does not contend that the absence of a confrontation, standing alone, constituted a breach of the peace. The narrower appellate point is that peaceful execution of a repossession does not independently establish the creditor's underlying statutory right to repossess.

CONCLUSION

This appeal does not require this Court to determine as a matter of fact whether Ally ultimately complied with § 37-5-110. The question is whether the circuit court could properly resolve that issue against Appellant on summary judgment.

The record demonstrates that Appellant expressly disputed whether Ally sent the right-to-cure notice to the correct residence. She identified documentary evidence supporting that contention, directed the circuit court to the filed exhibit containing the address evidence, and repeatedly raised the issue during the December 16 hearing. (Tr. 14:17–25; 15:1–21; 16:3–12; 19:13–25; 23:1–25; 25:22–25; 26:1–10.)

Ally itself acknowledged that it possessed an updated address before repossession, while disputing whether that update occurred before December 10, 2024. (Tr. 27:5–20.)

That disagreement demonstrates the precise factual issue requiring resolution: when Ally possessed the updated residential address and whether the statutory notice was mailed to Appellant at her residence in compliance with § 37-5-110.

South Carolina law makes that issue material. Sections 37-5-110 and 37-5-111 condition the creditor's right to proceed against collateral upon the applicable right-to-cure requirements, and § 37-5-111(7) expressly provides consequences for a repossession in violation of those requirements.

Foster confirms that a genuine factual dispute concerning statutory cure notice can preclude summary judgment on repossession and conversion claims.

Accordingly, Appellant respectfully requests that this Court:

1. REVERSE the February 10, 2026 summary-judgment order entered in favor of Ally Financial Inc. to the extent it adjudicated claims dependent upon Ally's compliance with the statutory right-to-cure requirements;
2. VACATE OR REVERSE the portions of the February 10, 2026 judgment in favor of Hook & Book Recovery SC, LLC to the extent those rulings depend upon Ally possessing an undisputed lawful present right to repossess the vehicle;
3. REVERSE the March 18, 2026 Rule 59(e) ruling to the extent it rests upon the determination that the address/right-to-cure issue was not raised before judgment;
4. REMAND this action to the Berkeley County Court of Common Pleas for further proceedings consistent with this Court's decision; and
5. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that on September 30, 2026, I served a true and correct copy of the foregoing Brief of Appellant upon counsel of record for Respondents by depositing copies in the United States Mail, postage prepaid, addressed to counsel at the addresses set forth below, and by transmitting courtesy copies by email to the email addresses set forth below:

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