

STATE OF SOUTH CAROLINA )  
 COUNTY OF CHARLESTON )  
 Coastal Federal Credit Union, )  
 Plaintiff, )  
 vs. )  
 Angel Latoria Brown, )  
 Defendant. )

IN THE COURT OF COMMON PLEAS  
 NINTH JUDICIAL CIRCUIT

CASE NO.: 2014-CP-10- 1827

**ORDER GRANTING SUMMARY  
 JUDGMENT FOR DEFENDANT AND  
 DENYING PLAINTIFF'S MOTION  
 FOR SUMMARY JUDGMENT**

**FILED**  
 2014 SEP 16 PM 3:11  
 JULIE J. ARMSTRONG  
 CLERK OF COURT  
 BY *[Signature]*

Date of Hearing: August 1, 2014  
 Presiding Judge: R. Markley Dennis, Jr.  
 Plaintiff's Attorney: Sarah Dalonzo-Baker  
 Defendant's Attorney: Matthew M. Billingsley

THIS MATTER comes before the court upon Plaintiff and Defendant each filing a Motion for Summary Judgment. Defendant based her Motion for Summary Judgment on the three (3) year statute of limitations found in Section 15-3-530 of the S.C. Code. Plaintiff based its Motion for Summary Judgment on the six (6) year statute of limitations found in Section 36-2-725 of the S.C. Code. Defendant was present for the hearing with her attorney Matthew M. Billingsley, Esq. Sarah Dalonzo-Baker, Esq. appeared for the Plaintiff.

Based on arguments set forth by the parties, the pleadings, submissions of the parties, and documents on file, the court finds as follows:

**FINDINGS OF FACT**

1. Defendant purchased a 2008 Suzuki Forenza from Johnny's Subaru Isuzu, LLC ON My 4, 2008. The transaction was a retail installment sales contract.
2. Johnny's Subaru Isuzu, LLC assigned the contract to the Plaintiff also on May 4, 2008.
3. Defendant subsequently defaulted on her payments with the last payment being in July 2009.

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 SEP 29 2014  
 SC Court of Appeals *[Signature]*

4. Plaintiff repossessed the vehicle in October 2009 and sold the vehicle on November 19, 2009. Plaintiff applied the proceeds of the sale to the balance of the loan and notified Defendant of the resulting deficiency by letter dated November 24, 2009.
5. Plaintiff originally filed this Complaint against this Defendant on October 21, 2013 in Chesterfield County. The parties agreed that Charleston County was the proper venue and the case was transferred to Charleston County by consent order March 17, 2014.
6. Plaintiff sought the relief of collection of a defaulted debt with fees and costs in its Complaint. The action before the Court is for the collection of a defaulted debt.

#### CONCLUSIONS OF LAW

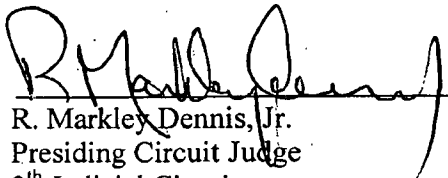
1. After Plaintiff repossessed and sold the vehicle, it applied the proceeds to the balance of the loan. This resulted in a deficiency owed by Defendant. Plaintiff's action is one to collect the defaulted debt of the deficiency.
2. The three (3) year statute of limitations found in Section 15-3-530 of the S.C. Code applies to this action to collect a deficiency debt. In as much as the sale of the repossessed vehicle was on November 19, 2009, more than three years elapsed from that date before Plaintiff filed their Complaint on October 21, 2013.
3. The South Carolina Consumer Protection Code and the Fair Debt Collection Practices Act apply to this case.
4. Section 15-3-610 of the S.C. Code provides that the cause of action shall be deemed to have accrued from the time of the last item proved.

*AMG/2*

**ORDER**

1. Plaintiff's Motion for Summary Judgment is denied.
2. Defendant's Motion for Summary Judgment is hereby granted and Plaintiff's Complaint is accordingly dismissed with prejudice.

**IT IS SO ORDERED.**

  
R. Markley Dennis, Jr.  
Presiding Circuit Judge  
9<sup>th</sup> Judicial Circuit

Wynnton Corner, SC

This 9<sup>th</sup> day of September, 2014

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