

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-11-00002

Dealer Services Corporation,

Total Inc. d/b/a Gault Used Cars, et. al.,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Court	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

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), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- 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:

This matter came before the Court on motion of the plaintiff for summary judgment pursuant to Rule 56 SCRPC and Motion to Lift Consent Order of Injunction.

Summary judgment is appropriate only when, after discovery is completed, it is perfectly clear that no genuine issue of material fact exists, further inquiry into the facts is not necessary to clarify the application of the law, and the moving party is entitled to judgment as a matter of law. *Folkens v. Hunt*, 290 SC 194 (Ct. App. 1986)

Plaintiff asserts defendants are in default on a demand promissory note and security agreement as obligor and guarantors and money is now owing and due by the terms of the note. The terms of the note and agreement provide that it may not be modified or amended except in writing with consent of the plaintiff. No written modification or amended agreement has been executed by the parties and the defendants have not detrimentally relied upon any representation made or modification offered by the plaintiff. Defendant asserts that plaintiff has breached a valid settlement agreement entered into between the parties. No valid executed written agreement has been submitted.

After consideration of the submissions made, the argument of counsel, and the applicable law, this Court finds that there does not appear to be any genuine issue as to a material fact and the plaintiff is entitled to judgment on the demand promissory note and security agreement and the personal guaranty agreements as a matter of law. The plaintiff's motion for summary judgment should be and is therefore granted. The motion to lift the consent order of injunction is agreed to and is therefore granted.

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ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

SC Court of Appeals

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	Judgment Against	Judgment Amount To be Enrolled
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