

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

**SHARON SUMMERS and
SAMUEL SUMMERS,**

Plaintiffs,

v.

ALLY FINANCIAL INC.,

Defendant.

Case No. 3:22-cv-03684-SAL

ALLY FINANCIAL INC.'S NOTICE OF REMOVAL

EXHIBIT A

STATE OF SOUTH CAROLINA
 COUNTY OF RICHLAND
 Sharon Summers and Samuel Summers,

 Plaintiff(s),
 vs.

 Ally Financial, Inc.,
 Defendant.

IN THE COURT OF COMMON PLEAS
 FIFTH JUDICIAL CIRCUIT
 Case No.

SUMMONS

TO: THE DEFENDANT 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 to the said Complaint on the subscriber, David A. Maxfield, Esquire, at his office at P.O. Box 11865, Columbia, South Carolina 29211, within thirty (30) days after service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the court for the relief demanded in the Complaint. If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the Complaint.

DAVE MAXFIELD, ATTORNEY, LLC

s/ Dave Maxfield
 Dave Maxfield, Esq., SC Bar No. 7163
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DATED: October 3, 2022
 Columbia, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

FIFTH JUDICIAL CIRCUIT

Sharon Summers and Samuel Summers,

Plaintiff(s),

-vs-

COMPLAINT

(Jury Trial Requested)

Ally Financial, Inc.,

Defendant(s).

Plaintiffs, complaining of the Defendant above named, would respectfully show as follows:

JURISDICTION

1. The State of Residence of Plaintiffs is South Carolina.
2. Ally Financial, Inc., (“Ally”) is a foreign banking corporation with its headquarters and nerve center in the State of Michigan. This Court has jurisdiction over the parties and subject matter of this action and venue is proper.

FACTUAL ALLEGATIONS

3. In or around February of 2022 Plaintiffs (who needed an SUV to transport their disabled adult son) visited a vehicle dealer known as “Jim Hudson Superstore” (“Dealer”) about a 2014 Toyota Highlander that Dealer offered for sale.
4. On or about February 12, 2022, after pulling Plaintiffs’ credit reports, Dealer told Plaintiffs that they had been approved for financing by Defendant Ally.

5. In fact, Defendant Ally had either not approved the financing, or told Dealer it had not approved it.
6. Thus, Dealer sought other financing, and ultimately secured same with GM Financial as lender.
7. Thereafter, Plaintiffs began make payments to GM Financial for the Highlander.
8. Shortly after starting their payments to GM Financial, however, Plaintiffs began to receive communications from Ally about their “late” payments.
9. Plaintiffs immediately advised Ally that they were already paying GM Financial for the car and were current.
10. Defendant Ally ignored Plaintiffs’ protestations, continued to make automated collection calls to them on a daily basis, made various threats of collection, and began reporting them as delinquent and in default on the loans to the credit reporting agencies.
11. Defendant Ally’s wrongful conduct continued thereafter for several months, during which time Plaintiffs received numerous harassing phone calls and suffered continuous and worsening harm to their credit.
12. Upon information and belief, as of the date of this complaint, Ally continues to negatively report.
13. Plaintiff has made complaints to Defendant Ally, and to the Dealer, and the Better Business Bureau, in an attempt to rectify this matter, to no avail.

DAMAGES

14. The wrongful acts of the Defendant described herein caused the following concrete and particularized harms and losses:
 - a. Loss of the promised benefits of the parties’ contract;
 - b. Emotional distress including humiliation, fear, worry, anxiety, and depression, and the physical manifestations of same;
 - c. Lost time spent attempting to rectify the harm caused;

- d. Harm to existing and/or prospective credit;
 - e. Becoming unjustly indebted;
 - f. Harm to reputation;
 - g. Invasion of their Privacy;
 - h. Such other harms and losses as may be shown at trial.
15. Defendant must pay all sums needed to compensate for all harms and losses proximately caused by the wrongful acts described herein, to return Plaintiffs to the position enjoyed prior to wrongful injury.
16. For those harms and losses that are reasonably expected to continue into the future, Defendant must compensate for their expected continuing impact and effect,
17. Additionally, due to the intentional or reckless nature of the wrongful acts described herein, Defendant must be required to pay nominal or symbolic damages, as well as punitive damages to punish said conduct, and deter its reoccurrence in the future.
18. Defendant must further be required to pay attorney's fees and costs, as well as the penalties mandated by its violation of important statutory rights referenced below.
19. All of the harms and losses caused by Defendant are likely to be redressed by a favorable judicial decision, through an award of the above damages, assessment of fines and punitive damages, an award of attorney's fees and all litigation costs, and injunctive relief.

FOR A FIRST CAUSE OF ACTION

(Violation of 15 USC §1681b, Impermissible Purpose)

20. The allegations contained hereinabove are repeated as if fully alleged verbatim, to the extent not inconsistent with the allegations of this cause of action.
21. The definition of "user" of information contained in the Fair Credit Reporting Act, as amended, applies to Defendant.

22. Defendant knowingly and willfully and/or negligently obtained the credit file of Plaintiffs without a permissible purpose, in violation of 15 U.S.C. 1681b, and 1681q, and 1681r, et. seq.
23. As a direct and proximate result of the negligent and willful violations of the FCRA, Plaintiffs suffered actual damages, including economic loss, invasion of privacy, emotional distress, and interference with normal and usual activities, for which Plaintiffs should be awarded damages in an amount to be determined by the jury. 15 U.S.C. §§1681n and 1681o.
24. Plaintiff is further informed that Defendant violated the reinvestigation provisions of the FCRA contained in §1681s-2(b) in that Defendant received a dispute from a credit reporting agency of credit information but failed to properly reinvestigate and correct same.
25. The Court should further award attorney fees pursuant to 15 U.S.C. §1681o(a).

FOR A SECOND CAUSE OF ACTION

(Violation of SC Code §39-5-10, Unfair Trade Practices Act)

26. The allegations contained hereinabove are repeated as if fully alleged herein verbatim, to the extent not inconsistent with this cause of action.
27. The activities of Defendant described above constitute “trade or commerce” as defined by South Carolina Code Section 39-5-10, et.seq., (as amended).
28. The actions of the Defendant, above-described, constitute unfair and deceptive acts and practices in the conduct of trade and commerce, as prohibited by the South Carolina Unfair Trade Practices Act, 39-5-10 et.seq., and are willful violations thereof.
29. The actions of the Defendant have a real and substantial potential for repetition and affect the public interest.
30. The Plaintiffs suffered an ascertainable loss due to the unlawful actions of the Defendant, entitling Plaintiffs to actual damages in an amount to be proven at trial, treble said actual damages, and an award of attorney’s fees and costs.

PRAYER FOR RELIEF

WHEREFORE, the prayer of the Plaintiffs judgment in an amount sufficient to compensate Plaintiffs for actual damages, together with punitive damages, statutory damages, such interest as is allowable by law, costs, attorney's fees, and such other relief as is just and proper.

DAVE MAXFIELD, ATTORNEY, LLC

s/ David A. Maxfield

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October 3, 2022


STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
Sharon Summers and Samuel Summers,
Plaintiff(s),
vs.
Ally Financial, Inc.,
Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Case No. 2022-CP-40-5158

ACCEPTANCE OF SERVICE

Pursuant to Rule 4(J) of The South Carolina Rules of Civil Procedure, I certify that I, William J. Farley III, have personally accepted service on behalf of Defendant Ally Financial, Inc. in the forgoing **Summons and Complaint** in this action on the 19th day of October, 2022.



William J. Farley III (SC Bar No. 101033)
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Counsel for Defendant Ally Financial, Inc.

DATED: 10/19/2022

Columbia, South Carolina