VERMONT SUPREME COURT
109 State Street
Montpelier VT 05609-0801
802-828-4774
www.vermontjudiciary.org

Case No. 26-AP-126

Note: In the case title, an asterisk (*) indicates an appellant and a double asterisk (**) indicates a cross-appellant. Decisions of a three-justice panel are not to be considered as precedent before any tribunal.

ENTRY ORDER

SEPTEMBER TERM, 2026

Credit Acceptance Corporation v. Harold Celley* } APPEALED FROM:
}
} Superior Court, Lamoille Unit, Civil Division
} CASE NO. 25-CV-04051
Trial Judge: Benjamin Battles

In the above-entitled cause, the Clerk will enter:

In this debt-collection action, borrower appeals from a civil division order granting summary judgment to lender for the balance of a loan to purchase a vehicle. On appeal, borrower argues that there were disputes of material fact that precluded granting summary judgment. We affirm.

The following facts were undisputed unless otherwise indicated. In February 2021, borrower executed a financing agreement to purchase a vehicle and agreed to pay fifty-four monthly payments of $431.48 each. That contract was subsequently assigned to lender. Borrower made payments on the loan until April 2024, leaving a balance of $6,496.43. In September 2025, lender commenced this action to collect the outstanding loan.

In March 2026, lender moved for summary judgment, and attached several supporting documents, including the loan agreement and notice of default and acceleration sent to borrower. These documents showed that in May 2024, lender sent a notice of account to borrower indicating that the account was delinquent, and that same month lender also mailed a notice of acceleration.[*]

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[*] The lending contract required borrower to have property insurance coverage for the vehicle. The contract also contained an option for Guaranteed Auto Protection (GAP) insurance coverage provided by a third party, Phoenix American Administrators, which borrower elected to

Borrower did not dispute that he opened the account or failed to make the required payments, but asserted that he did not remember receiving the notice of default and acceleration. He claimed that the car had been in an accident, towed by a towing company, and subsequently sold and that he thought there would be an investigation regarding the vehicle. He asserted that he received no notification of abandonment procedures for the vehicle, or notice of the sale, and that these notices were required before lender could bring a collection proceeding. Borrower did not provide any citations to the record to support his assertions or supply any affidavits or documentary evidence.

The trial court granted defendant summary judgment based on lender's statement of undisputed facts, and entered judgment for lender in the amount of $6,496.43 plus interest and costs. Borrower appeals.

"This Court reviews summary judgment rulings de novo, applying the same standard as the trial court." Jadallah v. Town of Fairfax, 2018 VT 34, ¶ 14, 207 Vt. 413. Summary judgment is granted when there is no genuine dispute of material fact and the party is entitled to judgment as a matter of law. V.R.C.P. 56(a). Although we give the nonmoving party the benefit of all reasonable doubts and inferences, a party opposing summary judgment "must identify specific facts, with citations to the record, showing that there was a genuine issue for trial." Jadallah, 2018 VT 34, ¶ 14 (quotation omitted).

On appeal, borrower argues that there is a dispute of fact over whether legally sufficient notice concerning abandonment proceedings and disposition of the collateral vehicle ever occurred. Borrower asserts that under Article 9 of the Uniform Commercial Code (UCC), a secured creditor seeking a deficiency judgment following disposition of collateral must demonstrate compliance with the applicable notice and disposition requirements.

Borrower has not demonstrated any dispute of material fact that would preclude summary judgment. Although borrower asserts that lender failed to provide him with notice of abandonment proceedings, borrower failed to create any factual record to show that lender ever initiated abandonment. Borrower alleged that the collateral was in an accident, held by a towing company, and sold because it was abandoned. These allegations were not properly alleged in response to lender's motion for summary judgment and not supported by affidavit or other evidence in the record. In any event, even these facts do not indicate that lender was in possession of the collateral or involved in any abandonment sale. Lender's undisputed facts supported by citations to the record demonstrated that borrower defaulted on his loan, and lender

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purchase. There are no facts in the summary-judgment record regarding whether borrower made an insurance claim or received any payment from insurance. On appeal, borrower has not made any arguments related to insurance. Therefore, we do not address the issue. See Progressive Ins. Co. v. Brown ex rel. Brown, 2008 VT 103, ¶ 9, 184 Vt. 388 (explaining that in response to motion for summary judgment, nonmoving party was required to raise any arguments that defeated motion).

provided notice to borrower of the accounting and notice of acceleration. Therefore, lender was entitled to judgment for the remaining balance of the loan.

Affirmed.

BY THE COURT:

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Paul L. Reiber, Chief Justice

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Harold E. Eaton, Jr., Associate Justice

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Christina E. Nolan, Associate Justice