FIRST DISTRICT COURT OF APPEAL OF FLORIDA

Credit Acceptance Corporation v. Hale

Credit Acceptance · No. 1D2024-1589 · Decided October 1, 2025

SUMMARY

The Florida First District Court of Appeal reversed a final judgment denying Credit Acceptance Corporation's motion for default final judgment in a deficiency action. The court held that the secured party was not required to prove the commercial reasonableness of the collateral sale because the debtor did not place that issue in dispute, and remanded for entry of judgment for the deficiency balance, prejudgment interest, and costs.

CASE DETAILS

COURT	First District Court of Appeal of Florida
WRITING FOR THE COURT	Bilbrey, J.; M.K. Thomas, J.; Long, J.
JURISDICTION	Florida First District Court of Appeal
DECIDED	October 1, 2025
DOCKET	1D2024-1589
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Credit Acceptance Corporation appealed a final judgment of the Leon County Court denying its motion for default final judgment in a deficiency action.
STANDARD OF REVIEW	The opinion does not expressly state a standard of review.
PRECEDENTIAL VALUE	Published opinion; precedential under Florida law unless subsequently limited or overruled.
PARTIES	Credit Acceptance Corporation v. Terrence Hale

TOPICS

default judgment · secured transactions · uniform commercial code · prejudgment interest · appellate procedure

PRACTICE AREAS

civil procedure · commercial litigation · secured transactions · remedies

QUESTIONS PRESENTED

1. Whether a secured party seeking a deficiency judgment must prove that disposition of collateral was commercially reasonable when the debtor has not placed the secured party's compliance in issue.
2. Whether the trial court erred by denying Credit Acceptance's motion for default final judgment on the ground that Credit Acceptance had not proven the commercial reasonableness of the collateral disposition.

HOLDINGS

1. A secured party need not prove that disposition of collateral was commercially reasonable unless the debtor places the secured party's compliance in issue.
2. The trial court erred in denying Credit Acceptance's motion for default judgment because Credit Acceptance was not required to prove the commercial reasonableness of the collateral sale under the circumstances.

KEY QUOTATIONS

> *"a secured party need not prove disposition of the collateral was done in a commercially reasonable manner unless the debtor places the secured party's compliance in issue."* (slip op. at 1)

> *"Therefore, the burden of proving the sale of the collateral asset was commercially reasonable never shifted to [Credit Acceptance]."* (slip op. at 2)

FACTUAL BACKGROUND

Credit Acceptance sought a default final judgment for a deficiency balance after disposition of collateral. The trial court denied the motion because it believed Credit Acceptance had to prove that the collateral sale was commercially reasonable. Hale did not appear below and never placed the commercial reasonableness of the sale in issue.

PROCEDURAL HISTORY

The County Court for Leon County denied Credit Acceptance's motion for default final judgment after concluding that Credit Acceptance had to prove that disposition of the collateral was commercially reasonable. Credit Acceptance appealed, and the First District Court of Appeal reversed and remanded with instructions to enter judgment for the full deficiency balance, appropriate prejudgment interest, and court costs.

DISPOSITION

```
reversed_and_remanded
```

REMAND INSTRUCTIONS

The trial court must enter judgment for Credit Acceptance for the full deficiency balance, together with appropriate prejudgment interest and court costs.

CASES CITED

- Ford Motor Credit Co. v. Arwine, 276 So. 3d 275, 275 (Fla. 1st DCA 2019)
- S. Devs. & Earthmoving, Inc. v. Caterpillar Fin. Servs. Corp., 56 So. 3d 56, 60 (Fla. 2d DCA 2011)
- Textron Fin. Corp. v. Lentine Marine Inc., 630 F. Supp. 2d 1352, 1358 (S.D. Fla. 2009)
