

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
BANK OF AMERICA, N.A.

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT COURT  
Civil Action No. 2021CP2303274

Plaintiff(s)

vs.

REGINALD DIDIER

**RECEIVED** DIDIER GRANTING  
SUMMARY JUDGMENT

AUG 22 2022

Defendant(s)

**SC Court of Appeals**

THIS CAUSE, having come before the Court on Plaintiff's Motion for Summary Judgment. The Plaintiff, Bank of America, N.A., being represented by Adam S.Tesh and the Defendant, REGINALD DIDIER, being represented by Towns B. Johnson was present.

On July 12, 2021 filed suit against Reginald Didier (the "Defendant") for default of a credit card account obtained from BANA on January 3, 2012 Account XXXXXXXXXXXXX7380 (the "Account"). This is not in dispute.

During the month of September 2018 the Defendant made several purchases on the Account amounting to the total of \$42,260.13 (Please see account statement for September 5, 2018-October 4, 2018 attached as an exhibit to Plaintiff's motion for summary judgment)(the "Statement"). The Defendant's affidavit states that these were purchases for "DC Logistics" a company that had purported to hire the Defendant as a "Supply Chain Manager" (again from the Defendant's affidavit.) DC Logistics had "pre-paid" the Account (the Defendant's personal credit card account with Bank of America, N.A.). The Statement shows two payments made on the Account one on September 5, 2018 in the amount of \$25,000.00 and one on September 6, 2018 in the amount of \$25,000.00. The Statement then shows a "Payment Return Fee Adjustment" dated September 7, 2018.

There is no question of material fact in this matter. The reversal of a bank payment by a "Payor Bank", S.C. Code §36-4-105(3) to a "Collecting Bank", S.C. Code §36-4-105(5) is governed by the Uniform Commercial Code set out in S.C. Code §36-1-101 *et. seq.* and the Defendant's affidavit fails to establish that Bank of America, N.A. improperly honored the Payor Bank's notice of dishonor.

S.C. Code §36-4-301: Posting; recovery of payment by return of items; time of dishonor; return of items by payor bank.

(a) If a payor bank settles for a demand item other than a documentary draft presented otherwise than for immediate payment over the counter before midnight of the banking day of receipt, the payor bank may revoke the settlement and recover the settlement if, before it has made final payment and before its midnight deadline, if

(1) returns the item;

(2) returns an image of the item, if the party to which the return is made has entered into an agreement to accept an image as return of the item and the image is returned in accordance with that agreement; or

(3) sends a record providing notice of dishonor or nonpayment if the item is unavailable for return.

(b) If a demand item is received by a payor bank for credit on its books, it may return the item or send notice of dishonor and may revoke any credit given or recover the amount thereof withdrawn by its customer, if it acts within the time limit and in the manner specified in Subsection (a).

(c) Unless previous notice of dishonor has been sent, an item is dishonored at the time when for purposes of dishonor it is returned or notice sent in accordance with this section.

(d) An item is returned:

(1) as to an item presented through a clearing house, when it is delivered to the presenting or lact collecting bank or to the clearing house or is sent or delivered in accordance with clearing-house rules; or

(2) in all other cases, when it is sent or delivered to the bank's customer or transferor or pursuant to instructions.

The payment on the Defendant's credit card account was dishonored by Payor Bank within 24 or 48 hours of the Payment arriving on the Account. There is no indication in the Defendant's affidavit that the Payor Bank had declared the payment to be "Final" or that a "Clearing-house" had received the payment from the Payor Bank to make the payment Final. There is no representation by the Defendant that any of the events that would have made the payment by the Payor Bank "final" had taken place. As such because the burden of establishing a question of material fact is shifted to the Defendant in this matter there is no question of material fact and Summary Judgment is granted to the Plaintiff.

The Court, having reviewed the motion, the Court file and being duly advised in the case, it is hereby:

**ORDERED, ADJUDGED AND DECREED** that the Plaintiff have and recover from the Defendant the amount of \$48,539.33; plus costs in the amount of \$258.80 for a total judgment of \$48,798.13

**AND IT IS SO ORDERED.**

By: \_\_\_\_\_  
Judge

GREENVILLE

CIRCUIT COURT

\_\_\_\_\_, South Carolina

Date: \_\_\_\_\_

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