

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2020-000935

Portfolio Recovery Associates, LLC Assignee of Synchrony Bank/HH Gregg, Respondent

v.

Jennifer Campney, Defendant

and

Jennifer Campney, Third-party Plaintiff

v.

Cooling & Winter, LLC, Third-party Defendant,

of whom Jennifer Campney is the Appellant.

RECORD ON APPEAL

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RECEIVED
Mar 10 2021
SC Court of Appeals

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FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE
CASE NUMBER 2017CP1801250**

Jennifer Campney		Portfolio Recovery Associates LLC H H Gregg	Synchrony Bank

PLAINTIFF(S)	DEFENDANT(S)
Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☒ **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.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: _____

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 (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Diane S. Goodstein
Circuit Court Judge

2112
Judge Code

10/11/2017
Date

For Clerk of Court Office Use Only

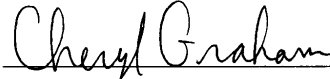
This judgment was entered on **10/11/17**, and a copy mailed first class or placed in the appropriate attorney's box on **10/11/17**, to attorneys of record or to parties (when appearing pro se) as follows:

John R Cantrell Jr.
PO Box 1276
Goose Creek, SC 29445-1276

Joseph Ernest Brown
220 North Main Street Suite 500
Greenville, SC 29601

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)



Court Reporter

Cheryl Graham - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

cc: Summerville Magistrate Court (email)

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
JENNIFER CAMPNEY,)
)
Appellant,)
)
vs.)
)
PORTFOLIO RECOVERY)
ASSOCIATES, LLC)
)
Respondent.)
)
_____)

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-18-1250

ORDER

FILED-RECORDED
2017 OCT 11 AM 8:38
CHERYL GRAMM
CLERK OF COURT
DORCHESTER COUNTY

THIS MATTER came before this Court by way of an Appeal from the judgment of the Magistrate's Court. A hearing was held in St. George, SC on September 13, 2017. The Court reviewed the arguments presented by the parties at the hearing. Additionally, the Court reviewed the case file and the Return issued by the Magistrate.

This matter arose out of a case before the Magistrate's Court wherein Respondent, Portfolio Recovery Associates, LLC (Portfolio/Respondents), sought to recover debts allegedly owed to them by Appellant, Ms. Jennifer Campney (Appellant/Campney). In that Magistrate's Court collection action, Portfolio moved for summary judgment. The Motion was granted and judgment was entered against Ms. Campney. The Magistrate's Court ruling was based upon the findings that the account statement had been presented to Appellant, and that there was no issue regarding whether or not there was an agreement between the parties as to the repayment of debt. Having reviewed the evidence

in the light most favorable to the nonmoving party, this Court finds that summary judgment should have been denied and the matter allowed to continue.

Upon review of the record and the arguments presented at the hearing, this Court finds that the ruling granting Portfolio's Motion for summary judgment is reversed, and the matter should be remanded to the Magistrate's Court. Because this is a motion for summary judgment, evidence must be viewed in the light most favorable to the nonmoving party, Appellant. If there are any issues of material fact presented, summary judgment should not be granted, and this Court must so find.

First, the Court finds that the record does not show presentment of the account statement to Appellant, as is required in collection actions. Respondents listed Appellant's name and address in an affidavit attached to their complaint, and counsel for Respondent's argued at the hearing that this was the same address used for service of the summons and complaint. However, the affidavit does not state that the account statement was mailed to this address or presented to Appellant in any other manner.

Next, the Court finds that while payments made by Appellant constitute evidence that there was an agreement between the parties and that the account statement was correct and due, there was no evidence offered to prove an express agreement. A determination of implied agreement is a matter for the factfinder, whether that be a jury or the Judge without a jury. Therefore, genuine issues of material fact remain which make the entry of summary judgment improper at this time.

Lastly, the Court finds that Respondent's offered proof of debt assignment is minimally deficient when the evidence is viewed in the light most favorable to the nonmoving party.

Based upon the foregoing, genuine issues of material fact exist.

THEREFORE, IT IS ORDERED that this matter is REVERSED and REMANDED.

AND IT IS SO ORDERED.


Judge Diane S. Goodstein
First Judicial Circuit

St. George, South Carolina
September __, 2017
Df
Oct. 6

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

RECORDED
2017 AUG 17 AM 10:36
CLERK OF COURT
DORCHESTER COUNTY

MAGISTRATE'S COURT

CASE NO: 2017CV1810300032
~~2017CP1800986~~

2017CP-18-1250

Portfolio Recovery Associates, LLC as
Assignee of Synchrony Bank,
Plaintiff

vs.

RETURN OF APPEAL

Jennifer Campney,
Defendant(s)

This matter, Case Number 2017CV1810300032 is on appeal from the Magistrate's Court for Dorchester County, South Carolina, the Honorable Amanda M. Leviner, Presiding Judge.

PROCEDURAL HISTORY

A Summons and Complaint was filed by Plaintiff Portfolio Recovery Associates, LLC against Defendant Jennifer Campney January 4, 2017. The Defendant was served January 10, 2017 and filed an Answer February 8, 2017. Defendant filed a Jury Trial Demand June 9, 2017 and both parties appeared in court June 21, 2017 on Plaintiff's Motion for Summary Judgment. Joseph Brown, Esq. appeared on behalf of Plaintiff and John Cantrell, Esq. appeared on behalf of Defendant.

FINDINGS

Synchrony Bank /HHGregg issued a consumer credit card to Defendant February 15, 2012. Regular purchases and payments were made on the account until the last purchase was made October 14, 2014. Defendant made a payment the following day. After that date, no further payments were made. An outstanding balance of 4,236.78 was on the account at the time it was charged off and account was sold and transferred to Portfolio Recovery Associates June 20, 2015. (See Exhibit "1" [Bill of Sale] attached to Exhibit "A" [Studivant Affidavit] attached to Plaintiff's Motion for Summary Judgment and Memorandum in Support). The address on the statements remains unchanged from the time Defendant was actively charging and paying on the account and is the address at which Defendant was served with the immediate action.

LAW/ANALYSIS

Summary judgment is appropriate when it is clear from the record that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. In determining whether there is any triable issue in the case, the evidence and all inferences, which can be reasonable drawn from the evidence must be viewed in a light

Page 1 of 3

most favorable to the non-moving party. *Silvester v. Spring Valley Country Club*, 344 S.C. 280, 285, 543 S.E.2d 563, 566 (Ct. App. 2001); *Hedgepath v. A.T.&T.*, 348 S.C. 340, 559 S.E.2d 327 (Ct. App. 2001). "Under Rule 56(c), SCRCP, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings." *Schmidt v. Courtney*, 357 S.C. 310, 317, 592 S.E. 2d 326 (S.C. App., 2003).

The Plaintiff argued that a credit card debt was owed by Defendant to Synchrony Bank/HHGregg and that Defendant acknowledged that account by purchasing items and paying for those items with the store credit card. Furthermore, that when Plaintiff purchased the debt, Plaintiff did not need a new agreement with Defendant, rather, Plaintiff stepped into the shoes of Synchrony/HHGregg to collect on the debt.

The Defendant argued that Plaintiff did not meet their burden of an account stated cause of action. That position was based on no proof of service being provided to the Court for the mailing of account statements to Defendant and no proof of agreement being offered, either express or implied.

Parties correctly relied on *Wakefield v. Spoon*, 100 S.C. 100, 84 S.E. 418 (S.C.1915) to point out the elements of an accounts stated cause of action. These elements are (1) that the account be stated, and (2) that the parties expressly or impliedly agree that the statement is true and due to be paid.

As to the first element, Defendant argued that there was no averment in Plaintiff's affidavit that the account statements were mailed to Defendant and that the affiant could not rightfully put that in her affidavit because she works for the Plaintiff, not Synchrony/HH Gregg. Plaintiff responded that under the Rule 803(6) of the South Carolina Rules of Evidence, the mailed credit card statements were properly admissible as exhibits incorporated into Plaintiff's Affidavit and can be considered for what they are without additional testimony of the successor debt collector.

As to the second element, Defendant argued that there was no agreement between the parties, express or implied and that Defendant had never heard of the Plaintiff. The Plaintiff responded that a credit card account existed between Defendant and Synchrony Bank/HH Gregg and that when Plaintiff purchased that charged-off debt, no new agreement needed to be created between Defendant and Plaintiff. Defendant relied on *Anderson Memorial Hospital v. Hagen*, 443 S.E. 2d 399 (1994) to show that partial payments did not establish an implied agreement. However, in that case the Defendant never owed any debt to the Plaintiffs and had simply began making partial payments as a third party on behalf of the original debtor, his deceased wife. Also, the Plaintiff's had failed to make a proper claim as a creditor under his deceased wife's estate. Here, the Defendant was the original debtor, incurred charges, and made regular payments on the account. Furthermore, Defendant in this case has not disputed the charges.

The Court considered the facts in a light most favorable to the Defendant and after hearing the arguments from both sides, issued the following ruling:

RULING

As to the first element, that the account be stated to the Defendant, the Court ruled that the bank statements were incorporated by reference into Plaintiff's Affidavit, and that it would be unreasonable to require a proof of mailing for each new credit card statement to show that a debtor was informed of an account balance. Therefore, the Plaintiff established that the account was stated to the Defendant by Synchrony/HH Gregg when it produced the account statements that were mailed to the Defendant. The Defendant does not dispute that the Synchrony/HH Gregg account statements were received by her and only avers that she had never heard of Plaintiff Portfolio Recovery Associates, LLC. Since the Defendant need not to have entered into a new agreement with Portfolio Recovery Associates, no issue of material fact exists on this element.

As to the second element, that the parties expressly or impliedly agree that the statements are correct and due, the Court ruled that since the Defendant made regular payments to the Synchrony Bank/HH Gregg, these acts established an implied agreement that the debt was owed to Synchrony Bank/HH Gregg and Defendant did not dispute these charges; therefore, no material issue of fact exists on this element.

Lastly, Defendant claims that Plaintiff did not meet their burden to show that they are an assignee of Synchrony/HH Gregg. The Court finds that this burden was met by the Bill of Sale provided and without any evidence from Defendant to dispute that fact, no issue of material fact exists on this matter.

Because Defendant produced no evidence to dispute any genuine issue of material fact, but gave only general denials as to each element, the Court granted Plaintiff's Motion for Summary Judgment and ordered Defendant to pay the amount of \$4,236.78 in damages plus the filing fee of \$80.00 for a total judgment of \$4,316.78.

Dated this 9 day of August, 2017.

Respectfully Submitted,



Amanda M. Leviner

Magistrate, Dorchester County

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE MAGISTRATE'S COURT
CIVIL CASE # 2017CV1810300032

2018-CP-18- 129

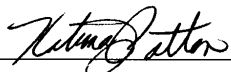
✓ PORTFOLIO RECOVERY ASSOCIATES,
LLC ASSIGNEE OF SYNCHRONY BANK /
H H GREGG,
Plaintiff,
vs.
JENNIFER CAMPNEY,
Defendant

ORDER TRANSFERRING CASE

2018 APR 20 PM 3:39
CLERK OF COURT
DORCHESTER COUNTY

The above captioned case was filed in the Magistrate's court and duly served upon the defendant on January 10, 2017. An ^{*Amended*} Answer and Counterclaim was filed by the Defendant on March 13, 2018 requesting monetary relief beyond the Magistrate's Court jurisdiction. Therefore, this case is being transferred to the Court of Common Pleas in Dorchester County for final disposition.

IT IS THEREFORE ORDERED that this case be transferred from the Magistrate's Court to the Dorchester County Court of Common Pleas.


Katrina Patton, Magistrate

Dated this 18th day of April 2018.

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

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)
)
)
)
)

2017CV1810300032
CIVIL CASE NUMBER

2018-CP-18-729
IN THE MAGISTRATE'S COURT

CERTIFICATE OF TRANSMITTAL

Portfolio Recovery Associates Llc
Assignee Of Synchrony Bank

PLAINTIFF(S)

Vs

Jennifer Campney
4976 Wescott Blvd Apt. 934
Summerville, SC 29485

DEFENDANT(S)

The original complaint and all associated paper work in reference to the above listed civil case is being transmitted for disposition to the court listed below:

Date of Transmittal: April 19, 2018

Transmitted to: Common Pleas

Transmitted by: Dorchester County Summerville Magistrate

Civil Case No.: 2017CV1810300032

Comments: Some of the documents are copies because the file was previously transferred on appeal.

Received and verified by Besale Babluin on 4-20-18.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER

PORTFOLIO RECOVERY
ASSOCIATES, LLC ASSIGNEE OF
SYNCHRONY BANK/H H
GREGG,

Civil Action No. 2018CP1800729

Plaintiff,

vs.

ORDER

JENNIFER CAMPNEY

Defendant

JENNIFER CAMPNEY

Third-Party

Plaintiff,

vs.

COOLING & WINTER, LLC

Third-Party Defendant

THIS CAUSE, came before the Court on October 23, 2019 for a Bench Trial. The Plaintiff was represented by Joseph E Brown and the Defendant was represented by John R. Cantrell, Jr.

The Plaintiff called Larry Andrews, a custodian of records for Portfolio Recovery Associates, LLC (hereinafter referred to as "PRA"). Mr. Andrews testified to the Business Record foundation for the admission of several exhibits. The following exhibits were introduced over Defendant's objections: Exhibit 1 – Bill of Sale; Exhibit 2 – Load Data; and, Exhibit 3 – Billing Statements from Synchrony Bank. Mr. Andrews testified that the information contained in the Load Data document was information provided to PRA from the original creditor Synchrony Bank. He also testified he was familiar with the standard operating procedures of Synchrony bank and that pursuant to federal law and their standard operating procedures, billing statements are mailed out to the consumer every 30 days. He also stated that

payments were received on this account up until October 15, 2014. The account was charged off on May 22, 2015 with an outstanding balance of \$4,274.78. PRA filed the instant lawsuit seeking \$4,236.78 under an Account Stated theory of recovery. Mr. Andrews testified that at no time while the account was open, after the account was charged off, and prior to suit being filed did PRA or the original creditor receive any written or verbal dispute from the Defendant regarding the amount owed or any particular charges.

The Defendant, Jennifer Campney, testified that she had an H H Gregg credit card, she received monthly billing statements and made payments on the account. When asked if she received the last billing statement, she stated that she was not sure.

1. Plaintiff has proven Defendant's indebtedness under an Account Stated theory.

The Plaintiff seeks recovery in this case under an account stated theory. The essential elements of account stated are: 1) that the account is actually stated; and 2) that the parties either expressly or impliedly agreed that it is a true statement and is due to be paid then or at some other specified time. At trial the Plaintiff proved that an account stated cause of action was established by the Plaintiff (or Plaintiff's assignor) by mailing monthly billing statements with a specified due date, and the Defendant making payments on the account without disputing any charges found on the billing statement. The Court is not required to find that the defendant expressly agreed to the account stated, but that the defendant impliedly agreed by her actions. Evidence of the Defendant's implied agreement includes the fact that monthly billing statements were mailed to the Defendant, the Defendant made payments, and the Defendant failed to dispute the charges or balance on the statements.

In Gwathmey vs. Burgiss, 88 S. E. 816 (SC 1916), the court held, "Where a creditor sends to his debtor a statement of the account between them and the debtor assents to the balance stated, then the account between them ceases to be an open account and becomes an account stated." The court went on to hold that "this was at first confined to accounts between merchants but the trend of modern decisions is to open the doors to persons other than merchants." Id. The court stated that "assent might be expressed or implied from the circumstances." Id.

Based on the testimony of the witnesses in this case, and the Court's weighing the

credibility of each, the court finds that the Plaintiff has proven an account stated and that the Defendant owes the amount plead in Plaintiff's complaint under an account stated theory.

2. Defendant has failed to prove liability under her Counterclaims.

Defendant's Counterclaims allege liability under the South Carolina Consumer Protection Code (hereinafter "SCCPC"), the Fair Debt Collection Practices Act (hereinafter "FDCPA"), the South Carolina Unfair Trade Practices Act (hereinafter "SCUTPA"), and under general negligence per se theories. Defendant alleges three instances of conduct by Plaintiff and Plaintiff's counsel that violate the aforementioned theories of recovery as follows: 1) Defendant alleges that it was improper for Plaintiff's counsel to sign the affidavit and itemization in this case due to a lack of personal knowledge, 2) Defendant alleges that a right to cure notice was a necessary prerequisite to Plaintiff's lawsuit, and that Plaintiff failed to send the right to cure notice, and 3) Defendant alleges that Plaintiff and Plaintiff's counsel falsely represented the amount due in this case by filing this lawsuit for \$4,236.78, while an Affidavit executed by the original creditor reflects that \$4,274.78 is due. For the reasons that follow, Defendant has failed to prove liability on her Counterclaims.

a. Defendant failed to prove liability for her claim that Plaintiff's counsel improperly executed the affidavit and itemization in this case.

The first violation alleged in the Counterclaim and Third Party Complaint is that PRA and PRA's counsel, Cooling & Winter, LLC, violated the South Carolina Consumer Protection Code (hereinafter referred to as SCCPC) and the Fair Debt Collection Practices Act (hereinafter referred to as FDCPA) by PRA's counsel signing and filing the affidavit and itemization without having personal knowledge of the facts contained therein.

When reviewing the Counterclaim and third party complaint, the court must first determine whether the claims were filed within the appropriate statute of limitations. The statute of limitation for a Fair Debt Collection Practices Act violation is one year. The affidavit and itemization was filed in Magistrate court on January 4, 2017, and the counterclaim and third party complaint were filed on April 20, 2018. The Court finds that this claim was filed outside the FDCPA's one year statute of limitation, therefore, Defendant's FDCPA claim is barred.

The Court additionally finds that the Defendant's Counterclaim and Third Party Complaint fails on the merits. Rule 11 SCRCP states that, "Affidavits or verifications

authorized or permitted under these rules shall be written statements or declarations by a party **or his attorney of record** or of a witness” (emphasis supplied). In this case, Plaintiff’s attorney of record, Joseph E. Brown, testified that he signed the affidavit based on the business records provided to the firm by the Plaintiff. He reviewed the business records and verified the amount on the affidavit was the correct amount being sought by the Plaintiff.

The South Carolina Supreme Court held “that Rule 11(c) allows an attorney of record to sign VSAs in connection with debt collection proceedings.” BB & T OF SOUTH CAROLINA v. Fleming, 360 S.C. 341, 345 (S.C., 2004). The case at bar was initially filed in Magistrate court. The affidavit and itemization was filed using the form drafted, approved and promulgated by the South Carolina Supreme Court. When approving the form titled “Affidavit and itemization of Accounts”, the SC Supreme Court placed “Plaintiff (or his Attorney)” above the affiant’s signature line. By doing this, the SC Supreme Court anticipated that an attorney would sign the affidavit.

Accordingly, the court finds that the signing of the Affidavit and Itemization of Account by Plaintiff’s attorney of record in this case, Joseph E. brown, was proper.

b. Defendant failed to prove liability for her claim that Plaintiff improperly filed this action without first sending a Right to Cure notice.

Defendant’s counterclaim and third party complaint alleges that PRA and its counsel, Cooling & Winter, LLC, violated the SCCPC and the FDCPA by failing to send Defendant a Notice of Consumer’s Right to Cure. The court first finds that there is not a FDCPA violation due to the claim being filed outside the one year statute of limitation. This suit was filed in Magistrate court on January 4, 2017 and the counterclaim and third party complaint were filed on April 20, 2018.

Defendant’s Counterclaim also fails on the merits. Defendant alleges that Plaintiff failed to send Defendant a notice of right to cure under S.C. Code Ann. § 37-5-110, however this statute is not applicable to the debt at issue in this case. A plain reading of S.C. Code Ann. § 37-5-110 shows that it applies only “to a secured or unsecured consumer credit transaction...” The SCCPC defines a “consumer credit transaction” as “a consumer credit sale (Section 37-2-104) or consumer loan (Section 37-3-104) or a refinancing or consolidation thereof, a consumer lease (Section 37-2-106), or a consumer rental-purchase agreement (Section 37-2-701).” S.C.

Code Ann. § 37-1-301(11). The SCCPC goes on to specifically **exclude** credit card debts such as the Defendant's debt in this case. ("Unless the sale is made subject to this title by agreement (Section 37-2-601), "consumer credit sale" **does not include**: (a) a sale in which a seller allows the buyer to purchase goods or services pursuant to a lender credit card or similar arrangement, or..." S.C. Code Ann. § 37-2-104(2))(emphasis supplied).

South Carolina courts have applied a similar analysis. In Bracken v. Simmons First National Bank, 2014 WL 2613175 (D.S.C. 2014), the court held "the SCCPC specifically excludes transaction involving lenders like the defendant from the definition of a 'consumer credit sale' and thus from the definition of a 'consumer credit transaction under S.C. Code Ann. Section 37-5-198(2)." Also in footnote 2, the court found the transaction was not a "consumer Loan".

In addition to the SCCPC's being inapplicable to the debt at issue in this case, the Right to Cure notice provisions do not apply to assignees and law firms as alleged by Defendant. According to S.C. Code Ann. Sections 37-5-110 and 37-5-111, a "creditor may provide the notice of right cure to the consumer." A "creditor" is defined as "the person who grants credit in a consumer credit transaction or, except as otherwise provided, an assignee of a creditor's right to payment, but use of the term does not in itself impose on an assignee any obligation of his assignor. In the case of credit granted pursuant to a credit card, the 'person who grants credit' is the card issuer and not another person honoring the credit card." S.C. Code Ann. Section 37-1-201 (7) (c).

The last payment on the account at issue in this case was made on October 15, 2014. The account was not an open account nor were monthly payments being made on the account. The account was assigned/sold to PRA in an attempt to collect on a charged off account. Therefore neither the assignor nor the assignee had any expectation that payments were being made or would be made on the account. Therefore PRA and Cooling & Winter, LLC do not fall within the definition of a creditor.

Based on the foregoing, the Court finds that no right to cure letter was required to be sent prior to commencement of this action.

- c. Defendant failed to prove liability for her claim that Plaintiff and Plaintiff's counsel misrepresented the amount owed.**

Defendant's counterclaim and third party complaint alleging that PRA and Cooling & Winter, LLC, violated the SCCPC and FDCPA by misrepresentation of the amount owed must fail. Defendant claims that two different amounts were alleged in an affidavit filed in response to her Motion for Summary Judgment.¹ Larry Andrews testified that the amount of the debt that was charged off by Synchrony Bank and sold and assigned to PRA was \$4,274.78, which was the amount owed and requested from the defendant prior to suit being filed. This is evident from the Load Data sheet, plaintiff's exhibit "2". Mr. Andrews testified that the information contained on the exhibit was provided to PRA from Synchrony Bank. The amount due on the account is listed as "current balance" on the exhibit. Mr. Andrews further testified that this amount is due under a contract theory of recovery. However, Plaintiff's lawsuit was filed using an account stated theory of recovery and sought only \$4,236.78, which is the amount reflected on the last billing statement contained in Plaintiff's Exhibit 3. Accordingly, both \$4,274.78 and \$4,236.78 are "correct" amounts due, albeit under different legal theories.

Based on the foregoing, the Court hereby finds that neither Plaintiff nor Plaintiff's Counsel have misrepresented the amount due in this case and Defendant's counterclaims must fail.

As to the Defendant's counterclaim and third party plaintiff's complaint where it is alleged that PRA and the firm, Cooling & Winter, LLC, violated South Carolina Unfair trade practice, the court finds that the act or practice in this case was neither unfair nor deceptive. Therefore there was no violation of the South Carolina Unfair Trade Practices.

As to the Defendant's counterclaim and third party plaintiff's complaint where it is alleged that PRA and the firm, Cooling & Winter, LLC were negligent per se for violating any statute, rule or law, since there were no violations, the court finds there was no negligence per se. As set out above, the court finds that PRA and/or Cooling & Winter, LLC did not violate any statute, rule or law.

Based upon the documents admitted into evidence and the testimony presented and the

¹ Defendant also alleged for the first time at trial that Defendant sent letters to defendant with an incorrect amount on July 8, 2015 and October 7, 2015. Claims related to these letters were not raised in Defendant's counterclaim, are beyond the applicable statute of limitations, and also fail on the merits based on the following analysis.

credibility of the witnesses, the Court finds in favor of the Plaintiff on Plaintiff's claim and finds for the Plaintiff on the Defendant's Counterclaim, and finds for the third party Defendant in the third party complaint and, it is hereby:

ORDERED, ADJUDGED AND DECREED that the Plaintiff, PORTFOLIO RECOVERY ASSOCIATES, LLC ASSIGNEE OF SYNCHRONY BANK/H H GREGG, have and recover from the Defendant, Jennifer Campney, the amount of \$4,236.78 plus court costs in the amount of \$414.73;

Find for the Plaintiff in the Defendant's counterclaim and the defendant will not recover anything from the Plaintiff; and,

Find for the third party Defendant in the Third Party Complaint and the Third Party Plaintiff will not recover anything from the third party defendant.

AND IT IS SO ORDERED.

By: _____
The Honorable Diane S. Goodstein
First Judicial Circuit

_____, South Carolina

_____, 2019

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP1800729

PORTFOLIO RECOVERY ASSOCIATES, LLC
ASSIGNEE OF SYNCHRONY BANK /H H GREGG

JENNIFER CAMPNEY

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Joseph E. Brown, SC Bar #9085
Luke R. Hoopes, SC Bar #103644
S. Louis Schiappa, SC Bar #102134

Attorney for: ☒ Plaintiff ☐
Defendant or
☐ 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.
- ☐ **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 _____.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment

By the Court: _____

ORDER INFORMATION

The order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: _____

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 (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To Be Enrolled (List amounts(s) below)
PORTFOLIO RECOVERY ASSOCIATES, LLC ASSIGNEE OF SYNCHRONY BANK /H H GREGG	JENNIFER CAMPNEY	\$4,651.51

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge

Judge Code

Date

For Clerk of Court Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on the _____ day of _____. 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Dorchester Common Pleas

Case Caption: Portfolio Recovery Associates LLC , plaintiff, et al VS Jennifer Campney , defendant, et al
Case Number: 2018CP1800729
Type: Order/Judgment and Form 4

This Order is Hereby GRANTED!

S/ Diane S. Goodstein (2112)

Electronically signed on 2019-12-11 14:57:09 page 11 of 11

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER) IN THE COURT OF COMMON PLEAS
) FOR THE FIRST JUDICIAL CIRCUIT
) CASE NUMBER: 2018-CP- 18-00729

Portfolio Recovery Associates, LLC	)	
	)	
Plaintiff.	)	Notice of Motion and
	)	Motion for Summary Judgment
	)	
vs.	)	
	)	
Jennifer Campney	)	
	)	
Defendant.	)	
_____	)	
Jennifer Campney,	)	
	)	
Third-party Plaintiff	)	
vs.	)	
	)	
Cooling & Winter, LLC	)	
	)	
Third-party Defendant.	)	
_____	)	

TO: Joseph E. Brown, Esq., Attorney for Plaintiff and Third-party Defendant

YOU WILL PLEASE TAKE NOTICE that the Defendant moves before this Court pursuant to Rule 56, SCRCF, for summary judgment on legal issues prior to the trial of this case. This Motion may be heard within 10 days after the service of this Motion or at such other time as the court may order.

The Defendant moves for summary judgment on the legal issues as specified below.

Notice of Right to Cure Failure

First, Defendant claims that Plaintiff has failed to provide the Defendant with the Notice of Right to Cure (“NORTC”) that is required by S.C. Code Sec. 37-5-110 and 37-5-111. S.C. Code Sec. 37-5-111 provides that “(1) [w]ith respect to a secured or unsecured consumer credit

transaction payable in two or more installments, except as provided in subsection (2), after a default consisting only of the consumer's failure to make a required payment, a creditor, because of that default, may neither accelerate maturity of the unpaid balance of the obligation, nor take possession of or otherwise enforce a security interest in goods that are collateral until twenty days after a notice of the consumer's right to cure (Section 37-5-110) is given." Since this is an unsecured credit card account, at issue here is whether or not Plaintiff has properly accelerated the debt and sued upon the whole amount of the alleged balance. If Plaintiff has not provided the Defendant with the Notice of Right to Cure, unless it is not required to do so, then the court should find that Plaintiff is not entitled to sue Defendant for the full accelerated balance allegedly owed on the credit card account, and that Plaintiff's statement in paragraph 4 of its Complaint that Defendant owes Plaintiff the full accelerated balance alleged due on the account is false. Plaintiff's Complaint alleges in paragraph 6 that this credit card account "may be a consumer credit transaction as contemplated by the South Carolina Consumer Protection Code," ("SCCPC") so it appears that Plaintiff at least admits that this is a consumer debt, since otherwise the SCCPC would clearly not apply. Also, in her affidavit dated May 24, 2017 and originally filed with the magistrate court as an attachment to Defendant's Objection to Plaintiff's Motion for Summary Judgment, which Defendant incorporates herein by reference, Defendant specifically denies that she was ever provided with the Notice of Right To Cure in paragraph 8 of Defendant's affidavit. A copy of this previously filed Affidavit by Defendant is also filed as an exhibit to this Motion. Also, in its Motion for Summary Judgment previously filed with the magistrate court, Plaintiff has not alleged that the NORTC was actually mailed to the Defendant, so it appears that they are relying upon their allegation that it was not required under South

Carolina law. The court should therefore be able to determine as a matter of law whether the NORTC was required to be mailed to Defendant or not.

Defendant alleges that Plaintiff was required to mail the NORTC to Defendant for the reasons that follow. First, the SCCPC applies only to consumer credit transactions, and Plaintiff has already admitted, as stated above, that this credit card account “may be a consumer credit transaction.” (Complaint, par. 6). In order to be a consumer credit transaction, it must either be a “consumer credit sale or consumer loan or a refinancing or consolidation thereof, a consumer lease, or a consumer rental-purchase agreement.” S.C. Code Sec. 37-1-201(7)(b). Defendant does not allege that the credit card account is either a consumer credit sale, consumer lease, or consumer rental-purchase agreement, so there is no need to examine those provisions.

Defendant claims that a consumer credit card account is a consumer loan, which is governed by Chapter 3 of the SCCPC. The term “consumer loan” is defined at S.C. Code Sec. 37-3-104. This section provides as follows:

“Except as provided in Section 37-3-105, “consumer loan” is a loan made by a person regularly engaged in the business of making loans in which:

- (a) the debtor is a person other than an organization;
- (b) the debt is incurred primarily for a personal, family, or household purpose;
- (c) either the debt is payable in installments or a loan finance charge is made; and
- (d) either the principal does not exceed twenty-five thousand dollars or the debt is secured by an interest in land.”

Since the Defendant is a natural person, subsection (a) of the definition is easily satisfied. As to subsection (b), Plaintiff has admitted in paragraph 1 of its attached responses to Defendant's Requests for Admission that Defendant is a consumer and that this credit card account is a consumer credit transaction. As to subsection (c), since this is a revolving credit card account, that subsection is satisfied as well. As to the final requirements in subsection (d), Defendant requests that the court take judicial notice of the amount alleged due in Plaintiff's Complaint,

which is under the required principal amount. The exception for loans subject to S.C. Code Sec. 37-3-105 does not apply, since that applies only to first mortgage loans. Defendant therefore asks that the court find that the credit card account in question is a consumer loan as defined in S.C. Code Sec. 37-3-104.

It is also necessary to consider the definition of the term “loan,” which is defined in S.C. Code Sec. 37-3-106. The term “loan” includes “(3) the creation of debt pursuant to a lender credit card or similar arrangement.” “Lender credit card or similar arrangement” means an open-end credit arrangement or loan agreement, other than a seller credit card, pursuant to which a lender gives a debtor the privilege of using a credit card, letter of credit, or other credit confirmation or identification in transactions out of which debt arises.” S.C. Code Sec. 37-1-301(16). The exclusion of a seller credit card doesn't apply here, since that term “means an arrangement pursuant to which a person gives to a buyer or lessee the privilege of using a credit card, letter of credit or other credit confirmation or identification primarily for the purpose of purchasing or leasing goods or services from that person, a person related to that person, or others licensed or franchised to do business under his business or trade name or designation.” S.C. Code Sec. 37-1-301(26). A seller credit card applies in a consumer loan where the seller financed the purchase of an item, such as furniture, in the store where the item was purchased, so that would not apply here, since the lender credit card account provided to the Defendant can be used at many merchants, and is not primarily used for purchasing goods or services from the credit card originator. Based on these definitions, Defendant therefore believes that the consumer credit card account in question is a lender credit card, and therefore a consumer loan which is also a consumer credit transaction governed by the SCCPC. If that is the case, then Plaintiff was required to mail Defendant a NORTC, which did not happen, so Plaintiff is

precluded from accelerating any balance allegedly due under the credit card account, and the court should find that Plaintiff's demand in the complaint that the full accelerated balance is due is false as a matter of law.

Inapplicability of Account Stated Cause of Action

As previously noted, the defendant is a consumer, and the credit card in question is a consumer credit card account. Plaintiff's sole cause of action is an account stated cause of action. However, there is good authority under our state case law that an account stated cause of action can only exist between merchants, not between a merchant and a consumer. Regarding an explanation of the account stated cause of action, in the case of *Gwathmey v. Burgiss*, 88 S.E. 816, 817 (1916), our Supreme Court stated:

"Where a creditor sends to his debtor a statement of the account between them and the debtor assents to the balance stated, then the account between them ceases to be an open account and becomes an account stated. The creditor can then bring his action upon the account stated as a liquidated demand, and he is entitled to interest from the date of the assent. This was at first confined to accounts between merchants. The trend of modern decisions is to open the doors to persons other than merchants. Assent might be expressed or implied from the circumstances. The circumstances were such as a promise to pay the stated balance; long retention of the account without question of the balance and the like."

However, nine years later the Supreme Court noted that the account stated cause of action originated in the law merchant, which was the precursor to our Uniform Commercial Code, and the Supreme Court declined to extend the account stated cause of action to actions on accounts between a bank and its depositor, which would include consumer accounts. *Huggins v. Commercial & Sav. Bank*, 140 S.E. 177, 181-82 (1927). In *Huggins*, a bank was trying to get the Supreme Court to adopt "the rule that the statement of a depositor's account with his bank should become an account stated for failure of the depositor to interpose objection thereto within a reasonable time" and the court held that such "is not consistent with justice and the relations existing between those classes of business people." *Id* at 182. Our Supreme Court further found that it had "failed to find a case in our reports that holds, or even indicates, that the principle of

accounts stated as between a bank and its depositor has ever been recognized in South Carolina.” *Id* at 181. If the Supreme Court was not willing to extend the accounts stated doctrine beyond actions between merchants, after having had nine years between these two cases to consider the “modern trend” back in 1916 of extending the doctrine to consumers, then this court should not do so either.

An account stated cause of action is also inapplicable in this case due to the fact that under South Carolina law “[a]n account stated implies some previous transaction or indebtedness between the parties.” *Meredith v. Fretwell*, 128 S.C. 267, 122 S.E. 767, 767 (1924). Therefore, there can be no account stated between the Plaintiff and Defendant in this case, since Plaintiff does not allege to have had any prior dealings on this account with the Defendant prior to the time that they claim to have purchased this consumer credit card account from another party, which entity is not involved as a party in this collection action. It should be noted in paragraph 5 of Plaintiff’s Complaint that Plaintiff alleges that the account stated arose directly between PRA and Jennifer Campney, and not between Synchrony Bank and Jennifer Campney.

Failure to Prove the Elements of an Account Stated

Even if the court were to find that it is possible to create an account stated between Plaintiff and the consumer Defendant in this case, and that the lack of prior transactions or indebtedness between the parties did not prevent the creation of an account stated, Plaintiff has still failed to prove the necessary elements of an account stated in the current case as a matter of law. As previously agreed by the parties in argument before this court, the creation of an account stated requires (1) that the account be actually stated (or presented) to the defendant, and (2) that the parties either expressly or impliedly agreed that it is a true statement and is due to be

paid then or at some other specified time. *So. Welding Works, Inc. v. K & S Constr. Co.*, 286 S.C. 158, 164, 332 S.E.2d 102, 106 (Ct. App. 1985).

In regards to the first element of presentment, Plaintiff has argued that the presence of the Defendant's mailing address on alleged account statements attached to Plaintiff's documents that have been filed in this court are proof that those statements were mailed to the Defendant. However, Defendant, in her Answer, generally denies the allegations of Plaintiff's Complaint. Furthermore, in the appeal from the magistrate court's grant of summary judgment to the Plaintiff, upon reversing that judgment, the Circuit Court held that the presence of her address on those statements was not proof of mailing and that the affidavit attached to Plaintiff's summary judgment motion did not show proof of mailing. Also, at the pretrial hearing in the magistrate court case, Plaintiff indicated to Judge Patton that they didn't have any other documents to present to the court aside from those that had already been produced. It should also be noted that the only account statements that have been produced in this case are statements allegedly presented to the Defendant by Plaintiff's alleged predecessor in interest, not statements presented to Defendant by the Plaintiff. Therefore, Plaintiff cannot prove presentment of any statement of the alleged account to the Defendant, which is fatal to its account stated cause of action, since proof of a material element is lacking.

In regards to the second element of an express or implied agreement between the parties that the account statement was correct and due to be paid then or at some other specified time, the appellate court has already found that there was no evidence presented for an express agreement between the parties, so the Plaintiff must be relying upon an implied agreement. The evidence relied upon by the magistrate court in its prior grant of summary judgment on this cause of action was based upon payments by the Defendant to create an implied agreement. However,

there can be no implied agreement based on payments by the Defendant in this case for two reasons. First, although the appellate court does find that payments by the Defendant could provide evidence of an implied agreement that the stated account was correct and due, that this would be a jury question and couldn't be decided on summary judgment. However, it is worth noting that the seminal case in South Carolina on the account stated cause of action, which is *Wakefield v. Spoon*, 100 S.C. 100, 84 S.E. 418, 420 (1915), found that there were “many payments made by defendant on separate days”, but found no account stated. Also, and more to the point, in *Anderson Memorial Hospital v. Hagen*, 443 S.E.2d 399 (Ct. App. 1994), the hospital sued a husband under an account stated theory for debts incurred during the hospitalization for his deceased wife. He paid the hospital a total of about \$30,000 with regular payments over a five year period, and expressly agreed with the hospital that he would “pay what I can.” In spite of this, no account stated was found to exist, and the court found that an account stated is a type of contract action, and that “[m]utual assent to all essential terms of the agreement is necessary to the formation of a contract.” *Id* at FN1, p. 401. The court found that there was no “meeting of the minds between the parties as to the contract price” and that “[w]ithout the actual agreement of the parties, there was no contract, express or implied.” *Ibid*. Therefore, payments alone cannot create an implied account stated, and there is no proof of agreement to any additional contract terms of this alleged implied agreement, including the material contract terms of the amount due and the timing of when that amount was to be paid. Second, and more importantly in this case, the Plaintiff makes no allegation of payments by the Defendant to the Plaintiff, nor can any be proven, so even if it were possible to create an implied account stated by making payments, it would not be possible under the facts of this case where Plaintiff claims in paragraph 5 of its Complaint that an account stated was created directly

between the parties and no payments were made by the Defendant to the Plaintiff. Defendant therefore believes that Plaintiff has failed to both allege and prove the necessary elements of an account stated cause of action as a matter of law, for which cause summary judgment should be rendered against the Plaintiff, since this is Plaintiff's sole cause of action.

Failure to Prove Assignment of the Account

As noted by the appellate court in its reversal of the prior grant of summary judgment to the Plaintiff, Plaintiff's "offered proof of debt assignment is minimally deficient." Actually, the alleged Bill of Sale attached to Plaintiff's Complaint completely fails to identify the credit card account in question as being part of the alleged bulk sale of accounts from Synchrony Bank to Plaintiff. Instead, that Bill of Sale indicates that the accounts being transferred were set forth in Notification Files as that term is defined in the Forward Flow Receivables Purchase Agreement (the "Agreement") dated July 17, 2014. However, neither the Agreement nor the Notification Files were attached to any documents that Plaintiff has ever filed with the court in this case. Plaintiff has therefore failed to provide any admissible evidence that the Defendant's specific credit card account was ever assigned to it, and judgment should therefore be entered against Plaintiff on the issue of assignment of the account as well.

Conclusion

For the reasons stated above, Defendant respectfully requests that the court take the following actions:

1. Find that Defendant is a consumer and that this credit card account is a consumer loan governed by the South Carolina Consumer Protection Code ("SCCPC");
2. Find that Plaintiff was required, pursuant to S.C. Code Sec. 37-5-110, -111, to provide Defendant with a Notice of Right to Cure, but failed to do so;

3. Find that Plaintiff's allegation in the Complaint that the full accelerated balance amount of \$4,236.78 is due from Defendant is false, due to Plaintiff's failure to provide Defendant with the Notice of Right to Cure required by the SCCPC;
4. State as a matter of law all of the necessary elements of an account stated cause of action in South Carolina, since the parties disagree on this matter, and clarity is needed for purposes of trial regarding the correct elements of this cause of action;
5. Enter summary judgment against Plaintiff on its account stated cause of action due to either the inapplicability of the account stated cause of action to this consumer account or due to the fact that Plaintiff has failed to both allege and prove the required elements of an account stated cause of action between the parties;
6. Enter summary judgment against Plaintiff on its collection action due to its failure to prove assignment of the credit card account to Plaintiff; and
7. For such other relief as the court may find to be just and proper.

October 12, 2019

Cantrell Legal, PC

By: /s/ John R. Cantrell, Jr.
Attorney for Defendant
P.O. Box 1276
Goose Creek, SC 29445
Telephone: (843) 797-2454
Facsimile: (309) 213-0922
Email: lawyer@comcast.net
SC Bar # 10309

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE MAGISTRATE'S COURT

CASE NO.: 2017-CV-18-10300032

PORTFOLIO RECOVERY ASSOCIATES,)
LLC)

Plaintiff,)

v.)

JENNIFER CAMPNEY,)

Defendant.)

**AFFIDAVIT IN SUPPORT OF
DEFENDANT'S OBJECTION TO
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

Comes now the undersigned Jennifer Campney, and being first duly sworn, deposes and swears under penalty of perjury that the following facts are true based on her personal knowledge:

1. I am the Defendant in the above matter.
2. I am a resident of Dorchester County, South Carolina.
3. Prior to being sued by the plaintiff in this case, I have never even heard of Portfolio Recovery Associates, LLC.
4. I have never entered into any agreement for credit with the plaintiff in this case and do not owe them any money.
5. I have never expressly agreed that I owe any amount to plaintiff or any other entity in connection with any debt that I might owe to any other entity.
6. I have never impliedly agreed that I owed any amount to plaintiff or any other entity in connection with any debt that I might owe to any other entity.
7. I specifically deny that I owe plaintiff the amount of \$4,236.78 as alleged in the Complaint.

8. I have never received any Notice of Consumer's Right to Cure (as mentioned by plaintiff in its Complaint) from plaintiff.

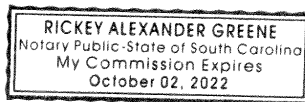
Jennifer Campney 5/24/17
Jennifer Campney (Date)

Sworn to and subscribed before me this
24 day of May, 2017.

Rickey Alexander Greene

Notary Public for SC

My Commission expires: *October 02, 2022*



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF DORCHESTER	)	CASE NO. 2018-CP-18-00729
	)	
PORTFOLIO RECOVERY ASSOCIATES, LLC	)	
ASSIGNEE OF SYNCHRONY	)	
BANK/HH GREGG	)	
	)	
Plaintiff	)	PLAINTIFF'S RESPONSE TO
	)	DEFENDANT'S FIRST REQUESTS
vs.	)	TO PLAINTIFF AND THIRD-PARTY
	)	DEFENDANT
JENNIFER CAMPNEY	)	
	)	
Defendant	)	
	)	
JENNIFER CAMPNEY	)	
	)	
Third-party Plaintiff	)	
	)	
vs.	)	
	)	
COOLING & WINTER, LLC	)	
	)	
Third-party Defendant.	)	
	)	

COMES NOW Plaintiff, by and through counsel, and responds to Defendant's Request for Production of Documents, as set forth in the following manner below:

GENERAL OBJECTIONS

Plaintiff objects to each discovery request proposed by Defendant to the extent that they seek (a) information that is not limited in scope, is over broad, and places a substantial burden upon the Plaintiff because of Defendant's failure to limit the request and on these grounds said request exceeds the permissible scope of discovery under the applicable rules of civil procedure; (b) irrelevant information not reasonably calculated to lead to the discovery of admissible evidence; (c) information that constitutes confidential, proprietary and/or trade secret information; and (d) information protected by the attorney-client privilege, the consulting expert

20.

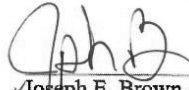
Request: Admit that all of the credit card accounts that were sold by the "Agreement" referenced in the Bill of Sale attached to the Complaint, including the subject account, were sold by the Seller to the plaintiff without any representations or warranties as to the accuracy of the data for any single account including the subject account.

Response: Objection to the request to the extent it seeks documents or information that is confidential, proprietary, and/or contains or constitutes trade secret information and/or confidential information. Subject to and without waiving the objection, the request is denied.

This ____ day of MAR 15 2019, 2019.

COOLING & WINTER

By:



Joseph E. Brown, SC Bar #9085
S. Louis Schiappa, SC Bar #102134
220 North Main Street, Suite 500
Greenville, SC 29601
Tel: (800) 291-5144

C0399629

Appellant's Note: Only the first and last page of this document have been included in this portion of the Record, since this exhibit is the filed version of the same document that is included in the Record as Appellant's trial exhibit D-8, and Appellant does not wish to unnecessarily duplicate documents in the Record.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	CASE NUMBER: 2018-CP- 18-00729
Portfolio Recovery Associates, LLC	)	
	)	
Plaintiff.	)	Notice of Motions and
	)	Pretrial Motions
	)	(Motion to Disqualify Attorney)
vs.	)	(Motion in Limine)
	)	
Jennifer Campney	)	
	)	
Defendant.	)	
	)	
_____	)	
Jennifer Campney,	)	
	)	
Third-party Plaintiff	)	
vs.	)	
	)	
Cooling & Winter, LLC	)	
	)	
Third-party Defendant.	)	
_____	)	

TO: Joseph E. Brown, Esq., Attorney for Plaintiff and Third-party Defendant, and witness

YOU WILL PLEASE TAKE NOTICE that the Defendant and Third-party Plaintiff files these Pretrial Motions to Disqualify Attorney Joseph E. Brown as the attorney for Plaintiff and Third-Party Defendant and also a Motion in Limine prior to the trial of this case. This Motion may be heard at the pretrial hearing on October 21, 2019 or at such later time as the court may hold the pretrial hearing, since the date and time has not yet been set by the court.

Motion to Disqualify

In this court's Form 4 Order filed September 23, 2019, which continued this case until the next term of court, and of which Order the Defendant asks the court to take judicial notice, the court granted the continuance "to give [Mr. Joseph Brown] an opportunity to address conflict

issues found by the Judge.” In addition to representing both the Plaintiff and the Third-Party Defendant in this matter, with claims having been asserted by the Defendant against both of those parties, Mr. Brown has also been named as a witness for the trial of this case. At the bench conference held before the court on September 23, 2019, Mr. Brown informed the court that he had already made this conflict known to his client, but that they wanted him to remain as the attorney on this case. Since it has now been almost a month since the court advised the parties of this conflict, and the undersigned is not aware of any action that has been taken by the Plaintiff or the Third-party Defendant to resolve this conflict, Defendant and Third-party Plaintiff hereby moves that the court disqualify Mr. Brown as the attorney of record for the Plaintiff and Third-party Defendant due to this conflict.

Motion in Limine

The Defendant and Third-Party Plaintiff hereby move in limine pursuant to Rules 402, 403, and 602 SCRE, to exclude certain evidence from being admitted during the trial of this case. In this regard, it is important to remember that there is but one cause of action being asserted by the Plaintiff in its debt collection action, and matters not relevant to any element of that cause of action should be excluded. Plaintiff should also be limited to the allegations as stated in its Complaint, and not be allowed to allege facts to support its Complaint that vary from the facts as alleged in the Complaint. Rule 8(a), SCRCP requires that a plaintiff's complaint “include a short and plain statement of the facts...” and procedural due process requires “meaningful notice” of a plaintiff's claims against a defendant to be stated in the complaint so that the defendant can properly defend the plaintiff's allegations that are made in the complaint.

In this case, Plaintiff is required as an element of its Account Stated cause of action to prove that it has presented an account statement to the Defendant. In paragraph 4 of Plaintiff's

Complaint, Plaintiff alleges “[a]fter giving credit for all payments received or credits applied, if any, as of May 22, 2015, the Defendant owes Plaintiff \$4,236.78, as evidenced by the statement contained within Exhibit '2'.” Exhibit 2 of Plaintiff's Complaint contains an alleged account statement with Synchrony Bank's name on it with a statement closing date which appears to be April 23, 2015 and an alleged New Balance shown on this statement of \$4,236.78. Plaintiff then alleges in paragraph 5 of its Complaint that “[t]he parties either expressly or impliedly agreed that the statement or statements were true and was due to be paid then or at some other specified time.” Since this alleged account statement is the only one that Plaintiff has produced that shows an alleged balance due of \$4,236.78, and since Plaintiff has alleged that this alleged statement is the one that has alleged was presented to the Defendant, Plaintiff should be restricted from attempting to introduce into evidence any alleged account statement other than this one, since no other account statement would be relevant and Plaintiff has put Defendant on notice of no other statement which Plaintiff has alleged to form the basis of the parties' agreement.

Defendant also requests that the court limit Plaintiff to the allegation of its Complaint in paragraph 5, as quoted in the paragraph immediately above this one. In paragraph 5, Plaintiff claims that the **“parties.....agreed”** (emphasis added). This means that Plaintiff is alleging that the Account Stated was created directly between PRA and Mrs. Campney, since they are the only two parties to this action. The court should therefore exclude any evidence that Plaintiff may attempt to offer to show that there was an agreement creating an Account Stated between Synchrony Bank (not a party to this action) and Mrs. Campney.

Based on Rule 602, SCRE, the undersigned requests that the court exclude any testimony by any document custodian or other witness regarding any documents which the court may allow or not allow into evidence as a business record unless the court finds that the witness has

personal knowledge of the manner in which that particular document was created and maintained by the original entity that created the document. The court is also asked to accept the definition of the term “personal knowledge” as it was defined by the court in the case of Central Bank v. Duncan, 835 N.W.2d 292 (Wisc. App., 3rd Dist.2013) where the court said that “[p]ersonal knowledge’ means the witness perceived the event through one of the five senses and can accurately narrate the memory of those perceptions in court. *See* 7 DANIEL D. BLINKA, WISCONSIN PRACTICE SERIES: WISCONSIN EVIDENCE § 602.1 (3d ed. 2008). Although Paiement avers that he has personal knowledge of the pertinent events, there is no basis in his affidavit for concluding that is so. His affidavit cites his involvement in the current litigation as the sole basis for his knowledge. Thus, any knowledge of the described events was necessarily obtained by post hoc document review.” (*Id* at par. 7). Also, as stated by Judge Clifton Newman in the attached South Carolina trial court opinion “[s]hould this Court find that the documents were admissible under the business records exception to hearsay, it is important to note other problems and inquiries related to the admissibility of the documents would not automatically be absolved. While Ms. Mason, the witness responsible for maintaining the records in question, may serve as a records custodian to authenticate the documents, she may not discuss information contained in the records—in an attempt to explain the contents of the records to a fact finder—absent a demonstration of personal knowledge of the contents of the document; a sponsoring witness would instead be necessary for such discussion. *Cach, LLC v. Moran*, 2014 WL 7210317 (Charleston Co., SC 2014) at FN 2.

The court should exclude any any attempted oral testimony about any documents, as is consistent with the requirements of Rule 1002 and 1003, SCRE, since only original documents themselves or duplicates thereof can be admitted to prove the contents of those documents, and

oral testimony about written documents should be excluded. *Sample v. Gulf Ref. Co*, 183 S.C. 399, 191 S.E. 209 (S.C., 1937) and *Riddle v. City of Greenville*, 251 S.C. 473, 163 S.E.2d 462 (1968).

The court should also exclude any evidence not already produced to Defendant and Third-party Plaintiff, since discovery requests issued to Plaintiff and Third-party Defendant has asked for production of any documents that the other parties intend to use at any hearing or trial in this case.

Conclusion

For the reasons stated above, Defendant respectfully requests that the court take the following actions:

1. Disqualify Mr. Brown as the attorney for Plaintiff and Third-party Defendant due to his conflict of interest;
2. Grant Defendant and Third-party Plaintiff's Motion in Limine and exclude the evidence indicated above;
3. For such other relief as the court may find to be just and proper.

October 20, 2019

Cantrell Legal, PC

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2014 WL 7210317 (S.C.Com.Pl.) (Trial Order)
Court of Common Pleas of South Carolina
Charleston County

CACH, LLC, Plaintiff,
v.
Megan MORAN, Defendant.

No. 2012-CP-10-5181.
April 25, 2014.

Order

Clifton Newman, Judge.

*1 This matter came before me upon the trial of the above-captioned action, held on March 20, 2014, at the Charleston County Courthouse. The Court instructed counsel to submit proposed orders within 10 days of trial.¹ The Court held in abeyance the decision of whether to admit the Plaintiff's sole proffered exhibit at trial.

For the reasons set forth below, the Court denies the Plaintiff the relief it seeks and grants the Defendant's motion for an involuntary nonsuit.

The Plaintiff, CACH, LLC, filed this action on August 8, 2012, and served the summons and complaint on August 12, 2012. In the complaint, the Plaintiff alleges that "[c]redit was extended to Defendant on a revolving line of credit on an open account by Bank of America Corporation, one of its subsidiaries, or a bank to which it is a successor in interest." Neither the complaint nor the "verified statement of account" attached to it provides more identification of the credit-providing entity with which the account was supposedly opened. The complaint alleges that the "Defendant defaulted on the obligation to make the required payments on the account." The complaint does not allege what any of the terms of the account are. It alleges that "there is now due and owing on this account the principal sum of \$12,859.25, plus interest thereon from July 26, 2011 at the legal rate of 8.75% per annum as shown by the Verified Statement of Account attached hereto and incorporated herein by reference." The "verified statement of account" attached to the complaint simply says that this is the amount owing according to "business records" of the original creditor.

The Defendant, Megan Moran, served an answer on September 6, 2012, admitting that she lives in Charleston County and that this Court has jurisdiction but answering that she lacks sufficient knowledge or information to form a belief as to the truth or falsity of the Plaintiff's remaining allegations. She further pled that the complaint fails to state facts sufficient to constitute a cause of action.

The parties exchanged discovery, and the Plaintiff moved for summary judgment. The Honorable J. C. Nicholson, Jr. heard and denied the Plaintiff's motion for summary judgment. While the Defendant had initially demanded a jury trial, she waived that demand, with the consent of the Plaintiff, and the case was tried non-jury to the undersigned.

At the beginning of the trial, the Defendant moved to exclude the Plaintiff's sole witness, Victoria Mason, on the grounds that the Plaintiff's discovery responses indicated that Ms. Mason had no personal knowledge of the matter. The Court denied the motion and the Plaintiff presented its case.

The Plaintiff called Ms. Mason as a witness. She testified that she works at a company called Square Two Financial and that Square Two Financial is the records custodian for the Plaintiff. She testified that she had received training about how Bank of

America maintains its records. She did not testify about when she received the training. She testified that certain records were received from Bank of America concerning this case, that those are now part of the Plaintiff's records, and that those records concern the account subject of this case. She identified what appear to be account statements labeled with "Bank of America" and "Megan Moran" in their top left-hand corners, dated from May of 2010 to May of 2011. Ms. Mason testified that these statements were computer-generated on a monthly basis from information in Bank of America's "system" for the duration of the account. Ms. Mason offered no testimony about when or by whom the data entries that comprise the information in the statements were made into Bank of America's system. Ms. Mason testified that the account at issue was opened in the year 2000, and it is plain from looking at the statements that the statements do not reveal what makes up a "previous balance" of \$11,960.10 shown on the May-June 2010 statement. No testimony was offered by Ms. Mason about what had happened to the statements that were older than May of 2010.

*2 The Defendant objected to the statements on the grounds that the statements are inadmissible hearsay (and did not meet the requirements of [Rule 803\(6\)](#), [SCRE](#)), because their admission would violate the rule of completeness, and because the statements are summaries of documents that were not made available to the Defendant by the Plaintiff. The Plaintiff argued that the statements met the requirements of [Rule 803\(6\)](#), [SCRE](#), and that an unidentified federal regulation promulgated pursuant to the Truth-in-Lending Act provides that banks do not have to keep such account records for more than two years. The Court marked the statements as a court exhibit and reserved ruling on the admission of the statements.

On cross-examination, Ms. Mason testified that she assumes that the "previous balance" of \$11,960.10 shown on the May-June 2010 statement includes some component of interest, though she does not know what the component parts of that figure or their amounts are. She testified that that "previous balance" figure most likely reflects the content of entries that would be shown on older statements. She testified that \$12,815.90, the amount on which the Plaintiff seeks to recover pre-judgment interest in this case, itself contains a component that is interest, though how much of it is interest is unknown to Ms. Mason. She testified that the Plaintiff is seeking to collect interest on any interest that is a component of that \$12,815.90 amount. She testified that the assignment to the Plaintiff that she referenced on direct examination was done in writing, but that writing was not offered into evidence. Ms. Mason testified that everything she knows about the subject account comes from reading the contents of writings (paper and computerized written records) that, other than the statements discussed above, were not offered into evidence. Counsel for the Defendant moved to strike her testimony on that basis, noting what is known as the best evidence rule. The Court did not rule on that motion at the time. After cross-examination, the Plaintiff rested its case, and the Court heard argument from the parties, including on the Defendant's motion for an involuntary nonsuit.

At no time did Ms. Mason offer any testimony about who the purported original creditor on the subject account was. The Plaintiff produced no copy of the account contract or other evidence of what the terms are of the account contract upon which the Plaintiff bases its claim.

FINDINGS OF FACT

The terms of the purported account agreement are unknown. The identity of the original creditor under that agreement is unknown. Ms. Mason testified that the account was assigned to the Plaintiff, but she did not testify about from what entity it was assigned; thus, this is unknown as well. The components and amounts of the components of the claimed debt the Plaintiff seeks to recover are similarly unknown.

The Plaintiff has not shown that the statements for which it sought admission were prepared by someone with or from information transmitted by a person with knowledge of the items of information contained in the statements. According to the only witness to testify at trial, the statements were computer-generated from information in Bank of America's "system." No information was adduced at trial about who made the data entries that comprise the information within the statements. Each statement does appear to contain a summary - the "previous balance" - of the entries made on the statements that precede it. What has happened to the statements that predate May of 2010 is not known. No evidence was adduced to the effect that they

were lost or destroyed.

Also, as further discussed below, no cognizable evidence of assignment to the Plaintiff of the account was placed into the record, through testimony or exhibit, at trial.

CONCLUSIONS OF LAW

*3 To prevail at trial, one of the things the Plaintiff was required to establish is what the material terms of the claimed account agreement are. "It is elemental, and requires no citation of authority for the proposition that before a party can recover for the breach of a contract, that he must allege and prove by competent, relevant testimony each one of the material elements of the contract sued on." *Rabon v. State Finance Corp.*, 203 S.C. 183, 185, 26 S.E.2d 501, 502 (1943); *accord Ringer v. Graham*, 293 S.C. 238, 359 S.E.2d 523 (Ct. App. 1987) (burden on plaintiff to prove all terms essential to creation of a contract).

To recover for breach of contract, a claimant must prove that there was a binding contract entered into by the parties, the other party breached the contract, and damage as a proximate result. See *Fuller v. Eastern Fire & Cas. Ins. Co.*, 240 S.C. 75, 124 S.E.2d 602, 610 (1962). Since the Plaintiff has not proven the terms of the claimed agreement or even with whom the Defendant made the agreement, the Plaintiff is unable to establish a breach of the agreement. The Plaintiff cannot point to any act or omission that constitutes a breach of a term of the account agreement, as the terms of that agreement are unknown. This alone would be dispositive of the Plaintiff's case and entitle the Defendant to prevail.

The Plaintiff's only argument that the account statements were not inadmissible hearsay was that the testimony adduced showed the statements to meet the requirements of *Rule 803(6), SCRE*. The testimony did not show this, and the statements also appear to be summaries that are inadmissible for failure to satisfy the requirements of *Rule 1006, SCRE*.

"Hearsay" is a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted." *Rule 801(c), SCRE*. The account statements are hearsay. Hearsay is generally inadmissible. *Rule 802, SCRE*. One exception to the hearsay rule is usually called the "business records exception," though whether the document involved is a record of a business is not what must be shown to satisfy the exception. *Rule 803(6), SCRE*; *S.C. Code Ann. § 19-5-510*. The elements of this hearsay exception are as follows:

[A] memorandum, reports, records, or data compilation, in any form, of acts, events, conditions, or diagnoses can be admissible if they are (1) made at or near the time of the event recorded; (2) prepared by someone with or from information transmitted by a person with knowledge; (3) made and kept in the course of a regularly-conducted business activity; (4) identified by the custodian or a qualified witness who can testify regarding the mode of preparation of the record; and (5) found to be trustworthy by the court.

High v. High, 389 S.C. 226, 239, 697 S.E.2d 690, 696-97 (Ct. App. 2010) (citing *Rule 803(6), SCRE*).

Rule 803(6), SCRE, and *S.C. Code Ann. § 19-5-510* have the same substantive requirements, as the language of the latter statute notes:

A record of an act, condition or event shall, insofar as relevant, be competent evidence if the custodian or

other qualified witness testifies to its identity and the mode of its preparation, and if it was made in the regular course of business, at or near the time of the act, condition or event and if, in the opinion of the court, the sources of information, method and time of preparation were such as to justify its admission.

To admit a document as falling under the “business records” exception, a witness qualified to do so must provide sufficient testimony to establish each element of the exception. [Connelly v. Wometco Enters., Inc.](#), 314 S.C. 188, 192, 442 S.E.2d 204, 206 (Ct. App. 1994).

*4 Here, the testimony and the contents of the statements fail to establish two of the required five elements of the business records exception. Ms. Mason testified that the accounts were simply computer-generated from information in Bank of America’s “system,” not that they were prepared by someone with knowledge. No testimony was given about who made the data entries that comprise the information within the statements; thus, no foundation was laid that they were prepared from information transmitted by a person with knowledge.

In addition, the statements are summaries, but, as discussed above, they are incomplete summaries, because they contain no information about what the components of the beginning “previous balance” are. Particularly since it appears that some or all of this previous balance is reflected in the balance given on each succeeding statement, these statements are not trustworthy, as they assume the correctness of an unexplained figure. Further, summaries of documents are only admissible where the underlying documents have been made available for the other party’s inspection at a reasonable time and place. [Rule 1006, SCRE](#). This was never done with regard to the statements for months before May of 2010.

The Court sustains the Defendant’s objection to the admission of the statements and declines to admit them.²

The Court also grants the Defendant’s motion to strike insofar as it sought to strike Ms. Mason’s substantive testimony about the subject account. Ordinarily, a witness may not testify as to the contents of a writing. [Rule 1004, SCRE](#); [Moore v. Postal Telegraph-Cable Co.](#), 202 S.C. 225, 24 S.E.2d 361 (1943); [Rose v. Winnsboro Nat’l. Bank](#), 41 S.C. 191, 18 S.E. 487 (1894). An exception exists where the writing has been lost or destroyed, [Rule 1004\(1\), SCRE](#), but Ms. Mason’s testimony did not establish that. It did, rather, indicate the writings from which she said she received all of her information about the subject account do exist within the Plaintiff’s possession. With the exception of the statements discussed above, these writings were never offered into evidence.

“After the plaintiff in an action tried by the court without a jury has completed the presentation of his evidence, the defendant, without waiving his right to offer evidence in the event the motion is not granted, may move for dismissal on the ground that upon the facts and the law the plaintiff has shown no right to relief.” [Rule 41\(b\), SCRCp](#). A motion under this Rule, usually called a motion for an involuntary nonsuit, is the proper motion for a defendant to make to challenge the sufficiency of the plaintiff’s evidence at the close of the plaintiff’s case in an action tried without a jury. [Hinton v. Designer Ensembles, Inc.](#), 335 S.C. 305, 516 S.E.2d 665, 671 n. 3 (Ct. App. 1999). The Defendant is entitled to prevail on her motion for an involuntary nonsuit here. As discussed above, the Plaintiff did not adduce evidence tending to show the existence of required elements of its claim, in particular the existence of a binding contract and breach thereof. See [Fuller](#), 124 S.E.2d at 610; [Rabon](#), 203 S.C. at 185; [Ringer](#), 293 S.C. at 238.

RESULT ORDERED

*5 It is therefore hereby ORDERED that the Defendant’s motion for involuntary nonsuit is granted and the Plaintiff’s claim

is dismissed with prejudice.

AND IT IS SO ORDERED.

<<signature>>

Clifton Newman

Circuit Judge

[illegible text], South Carolina

April 15, 2014

Footnotes

- 1 Because March 30, 2014, was a Sunday, the submission deadline was March 31, 2014. Both parties complied with the deadline.
- 2 Should this Court find that the documents were admissible under the business records exception to hearsay, it is important to note other problems and inquiries related to the admissibility of the documents would not automatically be absolved. While Ms. Mason, the witness responsible for maintaining the records in question, may serve as a records custodian to authenticate the documents, she may not discuss information contained in the records—in an attempt to explain the contents of the records to a fact finder—absent a demonstration of personal knowledge of the contents of the document; a sponsoring witness would instead be necessary for such discussion.

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER: 2018-CP- 18-00729

Portfolio Recovery Associates, LLC)

Plaintiff.)

ORDER

vs.)

Jennifer Campney)

Defendant.)

Jennifer Campney,)

Third-party Plaintiff)

vs.)

Cooling & Winter, LLC)

Third-party Defendant.)

This cause came before the Court on October 23, 2019 in St. George, South Carolina for a Bench Trial. The Plaintiff and Third-party Defendant were represented by Joseph E. Brown and S. Louis Schiappa of Cooling and Winter, LLC and the Defendant/Third Party-Plaintiff was represented by John R. Cantrell, Jr. of Cantrell Legal PC. Also present at trial were Plaintiff's witness Larry J. Andrews and Defendant's witnesses, Jennifer Campney and Benjamin Campney. Defendant also called Joseph E. Brown as a witness at trial as well.

CASE HISTORY

1. This case was commenced by Plaintiff's filing a Complaint in the Summerville Magistrate Court on January 4, 2017. Defendant was served with the Complaint on January 10, 2017 and timely answered the Complaint with a general denial.

2. Plaintiff's sole cause of action alleged in its Complaint was Account Stated.
3. Plaintiff's Complaint alleges that Defendant's credit card account was assigned to it from Synchrony Bank and that Defendant owed Plaintiff \$4,236.78 as of May 22, 2015. However, a document attached as Exhibit 3 to Plaintiff's Complaint, which was later identified as a Load Data Sheet and introduced as Plaintiff's Exhibit 3 at trial, indicates that the amount due as of May 22, 2015 was \$4,274.78.
4. In its Response to Defendant's summary judgment motion, which was filed with the Magistrate Court on February 20, 2018, Plaintiff attached an affidavit from Synchrony Bank signed by Lucella Hoberg which claimed that the amount owed on the credit card account as of June 20, 2015 was \$4,274.78.
5. Defendant filed her First Amended Answer & Counterclaims ("Answer") with the Magistrate Court on March 13, 2018, which included claims above the jurisdictional limit of the magistrate court, so the case was transferred to Dorchester County Circuit Court.
6. Defendant's First Amended Answer & Counterclaims included claims against both Portfolio Recovery Associates, LLC ("PRA") and Cooling and Winter, LLC ("C&W"). Those claims included claims for violation of the Fair Debt Collection Practices Act ("FDCPA"), the South Carolina Consumer Protection Code ("SCCPC"), the South Carolina Unfair Trade Practices Act ("SCUTPA"), and Negligence Per Se.
7. Plaintiff and Third-Party Defendant filed a joint Reply to Counterclaim and Answer to Third-Party Complaint ("Reply") on April 30, 2018. The Reply generally denied the allegations of the Answer, including Defendant's allegations under the SCCPC that Defendant was a consumer and that Defendant's credit card account was a consumer credit transaction regulated by that statute. The Reply also denied that neither PRA nor C&W

had sent Defendant the Notice of Right to Cure that was referenced in par. 7 of Plaintiff's Complaint.

8. Regarding Defendant's FDCPA allegations, the Reply also denied that the Defendant is a consumer, that Defendant's credit card account is a debt under the FDCPA, and that PRA and C&W are debt collectors under the FDCPA.

PLAINTIFF'S EVIDENCE AT TRIAL

9. Plaintiff's trial witness was Larry J. Andrews from PRA's headquarters in Norfolk, Virginia. He testified that he is a custodian of records for PRA. He said that he had been working for PRA for 17 years, and that he had previously worked for GE Capital Retail Bank between 1993-1996 solely as a skip tracer and debt collector for them. He testified that he receives annual training from PRA on the FDCPA.
10. PRA offered three exhibits into evidence at trial.
11. Plaintiff's Ex. 1 is a Bill of Sale from Synchrony Bank to PRA. It is subject to a referenced purchase agreement, which was not produced. It states that the accounts being transferred to PRA are set forth in the Notification Files, which were also not produced, and which are further described in the purchase agreement.
12. Defendant objected to the admission of the Bill of Sale on several grounds, including the fact that it was incomplete, since it incorporated by reference documents which were not produced, that it was hearsay, that it could not be authenticated by the PRA witness due to lack of personal knowledge regarding it, and that it violated Rule 1002, SCRE in that it referenced unproduced documents. Defendant also objected that it was not relevant since it didn't specifically identify Defendant's credit card account as having been sold pursuant to this Bill of Sale.

13. The court admitted Plaintiff's Ex. 1 into evidence over objection. However, after having reconsidered the matter sua sponte, the court agrees that this document should not have been admitted into evidence due to one or more of the grounds raised by Defendant. The court therefore finds this document to be inadmissible. It is not a business record of PRA, and Plaintiff's witness does not have personal knowledge regarding its identity or how it was prepared as is required by Rule 803(6), SCRE and S.C. Code Sec. 19-5-510, also known as the Uniform Business Records as Evidence Act.
14. Plaintiff's Ex. 2 was identified by Plaintiff's witness as a Load Data Sheet. It is an undated, untitled summary document, which Mr. Andrew's testified was created by PRA from records transferred from Synchrony Bank, including the Notification Files referenced in Plaintiff's Ex. 1 which were not produced for examination by the court or the Defendant. He testified that accounts transferred from Synchrony Bank to PRA included approximately 10,000 accounts, and that he was not allowed to review the list of accounts that were transferred.
15. Defendant objected to the admission of the Loan Data Sheet on several grounds, including hearsay, Rule 1002, SCRE, and Rule 1006, SCRE.
16. The court admitted Plaintiff's Ex. 2 into evidence over objection. However, after having reconsidered the matter sua sponte, the court agrees that this document should not have been admitted into evidence for one or more of the grounds raised by Defendant. In particular, the court is concerned that this document constitutes an improper summary, in violation of Rule 1006, SCRE, of documents that were not produced by PRA, and which were not available for inspection by the court or the Defendant.

17. Plaintiff's Ex. 3 was a collection of alleged credit card account statements dated between May 23, 2014 and April 23, 2015. The May 23, 2014 statement shows a prior unexplained balance amount of \$4,010.12. Plaintiff's witness testified that this account was opened on June 15, 2012, but that PRA didn't have any other account statements than the ones that were produced. Mr. Andrews stated that he had last worked for GE Capital Retail Bank ("GECRB"), which he said later changed its name to Synchrony Bank, sixteen years before the Defendant's credit card account was created, and that he had not worked in the billing department during the time he was employed by GECRB. He stated that the last payment on this account was made on October 15, 2014 to Synchrony Bank. Reference to the October 24, 2014 credit card statement included as part of Plaintiff's Ex. 3 shows a payment in the amount of \$81.00 on October 15, 2014, but does not identify who made that payment. The prior balance before that alleged payment as listed on this account statement was \$2,289.58. Mr. Andrews testified that federal law required Synchrony Bank to mail account statements to its customers every 30-31 days, and that he believed that Synchrony Bank followed that law, but that he didn't have any personal knowledge as to whether or not any of the produced account statements were actually mailed to the Defendant or not.
18. Defendant objected to the admission of the alleged account statements on several grounds, including lack of authentication, hearsay, Rule 1006, SCRE, and lack of proof that any of these statements were actually presented to Defendant.
19. The court admitted Plaintiff's Ex. 3 into evidence over objection. However, after having reconsidered the matter sua sponte, the court agrees that this document should not have been admitted into evidence for one or more of the grounds raised by Defendant. The

court agrees that these alleged account statements constitute improper summaries under Rule 1006, SCRE, since only one year of account statements were provided, and the oldest account statement provided dated May 23, 2014 assumes the correctness of almost two years of prior unprovided account statements, which neither the Defendant nor the court were allowed to review. Mr. Andrews is also not competent to authenticate these statements, which were not generated by PRA, but instead allegedly by Synchrony Bank or its predecessor in interest, and Mr. Andrews testified that he had no personal knowledge whether or not these statements were even mailed to the Defendant. Since PRA has only an Account Stated cause of action, proof that these statements were actually presented to Defendant is a necessary element of their collection case. Without that proof, the statements are not relevant to their cause of action. PRA argued that the presence of the Defendant's name and address on the account statements was proof that they were mailed to Defendant, but that is incorrect, as this court has already ruled in the Order filed October 11, 2017 in case number 2017-CP-18-01250, which was an appeal from the Magistrate Court granting PRA summary judgment in this matter. The presence of an address on correspondence does not prove that correspondence was actually sent to that address, and does not constitute proof of service of that document.

DEFENDANT'S EVIDENCE AT TRIAL

20. Defendant presented three witnesses at trial, the Defendant herself, Jennifer Campney, her husband Benjamin Campney, and Joseph E. Brown, counsel for Plaintiff and Third-Party Defendant.

21. The Defendant testified that she has been a Registered Nurse since January of this year, and that she had worked for MUSC for five years, having been an LPN prior to obtaining her RN license.
22. Defendant attempted to offer eleven exhibits into evidence at trial.
23. Def. Ex. 1 is a list of emotional damages that Jennifer Campney claims to have suffered as a result of the actions of the Plaintiff and the Third-Party Defendant in this case. It was admitted without objection. Mrs. Campney testified credibly to the following symptoms of severe emotional distress: anxiety, loss of concentration, crying, and a feeling of hopelessness. She indicated that she had been experiencing most of these symptoms for a period of 1017 days, starting on the day she was served with the Complaint in this action on January 10, 2017. She indicated that the crying episodes only lasted about a month after she was served with the Complaint. She testified that as a result of the need to defend this collection action, she had to divert money from other areas, such as her grocery budget being lowered, and that the defense of this case caused her financial distress as well. She testified that her problems with concentration loss affected both her work as a nurse, and particularly her studies during this time, as she was studying to become an RN until around December, 2018 when she graduated. She testified that her feelings of hopelessness were increased by not knowing how she was going to be able to pay for the defense of this collection action, which has continued for almost three years. Mr. Campney also testified credibly corroborating these symptoms of Mrs. Campney's emotional distress, which he has observed during the course of this case.
24. Def. Ex. 2 are copies of two paystubs for time that Jennifer Campney had to miss work to attend court hearings in this case. It was admitted without objection.

25. Def. Ex. 3 are copies of IRS approved mileage reimbursement rates for 2017 and 2018. It was admitted without objection.
26. Def. Ex. 4 is a summary of Defendant's damages for lost wages and mileage expenses. It claims a total damage amount for these categories of \$1,205.94. It was admitted without objection.
27. Def. Ex. 5 are copies of the two retainer agreements that Defendant entered into with her attorney in regards to this case, including the magistrate court appeal case. It was admitted without objection.
28. Def. Ex. 6 & 7 were marked for identification, but not admitted. Defendant claimed that these two exhibits were an order in an unrelated Orangeburg County collection case called PRA v. Black dismissing that case with prejudice due to a zero balance account statement that was attached to the PRA complaint in that case, and a subsequent order awarding sanctions to that defendant under Rule 11(a) based on the zero balance account statement attached to that complaint. Defendant claimed that these two orders should be entered into evidence due to the fact that this case involved a zero balance account statement as well, which would be attached to another exhibit to be offered in this case, and that they were evidence of the potential for repetition under Defendant's SCUTPA cause of action. However, the court informed Defendant that it wasn't proper to introduce these orders from the unrelated case into evidence in this case, although they could be presented for the court's consideration if desired, but not as evidence. Defendant thereafter withdrew these two proposed exhibits and they were not admitted.

29. Def. Ex. 8 is a copy of Plaintiff's Response to Defendant's First Discovery Requests. It included two letters from PRA to Defendant dated October 7, 2015 and November 24, 2105, both showing a balance due of \$4,274.78. It was admitted without objection.
30. Def. Ex. 9 is a copy of Third-Party Defendant's Response to Third-Party Plaintiff's First Discovery Requests. It was admitted without objection.
31. Def. Ex. 10 is a copy of Plaintiff's Supplemental Response to Defendant's First Discovery Requests, dated October 15, 2019. Defendant's counsel indicated that it had been received about one week prior to the trial of this case. Attached as an exhibit to this discovery response was some correspondence from PRA to Defendant which counsel for the Defendant claimed, without dispute from opposing counsel, was produced as a supplemental response to Defendant's Request for Production. This correspondence is referenced in par. 6 & 7 of Def. Ex. 10, which says "Portfolio Recovery Associates letter to Jennifer Campney dated March 14, 2019. See attached letter." (It appears that the discovery response includes a typo since the actual letter produced is dated March 14, 2017.) However, Plaintiff and Third-Party Defendant objected to the admission of the attached correspondence on the ground of lack of authentication. Defendant argued that the fact that it was correspondence from Plaintiff to the Defendant and had been produced by Plaintiff within the last week by Plaintiff should satisfy the burden of authenticating it, but the court disagreed and found that authentication by a witness would be required instead, which had not been done. However, Plaintiff agreed to allow the document to be admitted without the attached correspondence, and it was admitted on that basis.
32. After considering the matter, the court believes that its ruling excluding the correspondence attached to Def. Ex. 10 for lack of authentication was in error. As was stated by

the court in Jones v. Chapman, C/A No. ELH-14-2627, 2017 WL 2266221 (D. Md. April 28, 2017):

“Defendants "cannot have it both ways. They cannot voluntarily produce documents and implicitly represent their authenticity and then contend they cannot be used by the Plaintiffs because the authenticity is lacking." *Indianapolis Minority Contractions Ass'n, Inc. v. Wiley*, No. IP 94-1175-C-T/G, 1998 WL 1988826, at *6 (S.D. Ind. May 13, 1998), *aff'd*, 187 F.3d 743 (7th Cir. 1999); see *Lorraine v. Markel Am. Ins. Co.*, 241 F.R.D. 534, 553 (D. Md. 2007) (citing *Indianapolis Minority Contractions Ass'n, Inc.* for the proposition that "documents provided to a party during discovery by an opposing party are presumed to be authentic[.]"). See also *Law Co. v. Mohawk Const. & Supply Co.*, 577 F.3d 1164, 1170 (10th Cir. 2009) ("documents produced during discovery that are on the letterhead of the opposing, producing party are authentic per se for purposes of Federal Rule of Evidence 901."); *Maljack Prods., Inc. v. GoodTimes Home Video Corp.*, 81 F.3d 881, 889 n. 12 (9th Cir. 1996) (documents produced by a party in discovery were deemed authentic when offered by the party-opponent); *Snyder v. Whittaker Corp.*, 839 F.2d 1085, 1089 (5th Cir. 1988) (same); *United States v. Brown*, 688 F.2d 1112, 1114-15 (7th Cir.1982) (The act of production is an implicit authentication of documents produced.); 31 *Federal Practice & Procedure: Evidence* § 7105, at 39 ("Authentication can also be accomplished through judicial admissions such as . . . production of items in response to . . . [a] discovery request.[.]").”

33. The court therefore sua sponte reconsiders its refusal to allow the exhibits to Def.

Ex. 10 into evidence, and admits them into evidence over objection by Plaintiff and Third-Party Defendant. A copy of the March 14, 2017 letter from PRA to Defendant, along with the attached Synchrony Bank May 22, 2015 credit card account statement

showing a zero balance due on Defendant's account is attached to this Order and shall be added to Def. Ex. 10 by the court reporter upon submission for the record.

34. Def. Ex. 11 is an audio recording that was produced by Plaintiff as an exhibit to its supplemental discovery responses referenced above as Def. Ex. 10. It is a recording of a collection call from PRA to Defendant dated October 29, 2015. In the call, the PRA collection agent claims that the amount of \$4,274.78 was due on Defendant's account. Although the PRA agent asks Defendant on the call when Defendant will be making arrangements to make payment on the account, Defendant does not agree to make a payment at any specified time. It was admitted without objection.

PLAINTIFF'S COLLECTION ACTION

Plaintiff argues that the amount of \$4,236.78 is due to it on Defendant's credit card account on its cause of action for Account Stated. However, the court disagrees for the reasons that follow.

First, the court must examine the cause of action for Account Stated in South Carolina. This is a very old cause of action, and it appears that the earliest case goes back to 1915. That seminal case is called Wakefield v. Spoon, 84 SE 418 (1915). In this case, the elements of an Account Stated cause of action are listed as (1) that the account be actually stated (or presented), and (2) that the parties shall agree expressly or impliedly that it is a true statement, and is due to be paid then or at some other specified time. In this case, Plaintiff has agreed that there is no express agreement between the parties, so Plaintiff alleges that an implied Account Stated exists between PRA and the Defendant. In particular, Plaintiff alleged in its Complaint, in par. 4, that “as of May 22, 2015, the Defendant owes Plaintiff \$4,236.78, as evidenced by the statement contained within Exhibit '2'.” Reference to the statement of account attached as Exhibit 2 to Plaintiff's Complaint shows an alleged Synchrony Bank account statement dated April 23, 2015,

claiming a balance due of \$4,236.78. This is the statement that PRA claims was presented to Defendant to establish the Account Stated in that amount. However, PRA has never proven that this account statement was even mailed to Defendant. Defendant did admit to having received some account statements from Synchrony Bank during the time she had a credit card with them, but indicated that she did not remember receiving this statement. Without proof of mailing of this statement to Defendant, or admission by Defendant that this statement was received by her, PRA cannot establish the first element required to establish an Account Stated, so their collection action fails on that issue alone.

However, even if the court were to find that this account statement was presented to Defendant, PRA has a larger problem with the second element of an Account Stated. They must be able to prove that Defendant impliedly agreed that \$4,236.78 was due to be paid to them, either on the May 22, 2015 date that they claim this amount was owed or at some other specified time. However, they have not done that. Not only did Defendant not agree that any amount was owed to PRA and that she would pay that amount at some specified time when she was called by the PRA representative on October 29, 2015, but she never took any action after the account statement was allegedly presented to her sometime after its date of April 23, 2015 to show that she agreed that this amount was due to PRA. PRA argues that an implied account stated was created when the Defendant made payment to Synchrony Bank on her credit card account. However, this argument fails for two reasons. First, PRA's witness testified that the last partial payment made on this account was made on October 15, 2014 and that no payments were actually made to PRA itself at all. It is impossible to establish an agreement to an Account Stated when the payment allegedly made to Synchrony Bank was made six months before the account statement showing the balance alleged due in the amount of \$4,236.78 was even allegedly presented to De-

fendant. At best, if an implied Account Stated could be created by partial payment on an account, it could only be limited to the balance due prior to the date of the payment, which in this case, in the event that PRA had been able to authenticate such a statement, which it did not, would have been the \$2,289.58 that PRA alleged was due to Synchrony Bank on the statement before the last payment was made. However, PRA has presented no evidence that there is any authority that an Account Stated can be established in South Carolina by partial payment on an account. To the contrary, there appear to be two cases where partial payments were made where an Account Stated was alleged, and our South Carolina appellate courts found that no Account Stated existed in either of those cases. The first such case was the seminal case of Wakefield v. Spoon, (supra) where there were “many payments made on separate days” and the other was Anderson Mem. Hosp. v. Hagen, 443 S.E.2d 399 (Ct. App. 1994). The Anderson case is especially interesting in this regard, since in that case a hospital sued a husband for the final medical expenses of his late wife, and the court found that no Account Stated existed even though the husband had paid \$30,000 to the hospital on his wife's account over a period of five years with monthly payments of \$500.00-\$1,000.00. He had also expressly agreed to “pay what he could,” but this was found insufficient to create an Account Stated since the court found that there was no meeting of the minds on the contract price and that “[w]ithout the actual agreement of the parties, there was no contract, express or implied.” (*Id* at FN 1.) There was also no express or implied agreement in this case regarding the amount owed, so no Account Stated was created by partial payments alone on this account. Plaintiff's allegation that an Account Stated was created between the parties therefore fails on this second element of the cause of action as well.

The court is even doubtful that an Account Stated could be created on a consumer credit card account, since the cause of action originated in the Law Merchant, and was originally con-

fined to actions between merchants only. This fact was noted in decisions from our state Supreme Court back in 1916 and again in 1927, and the court even noted that there was a modern trend to extend the Account Stated doctrine to actions between persons other than merchants, but the Supreme Court never did so, and this court is reluctant to do so either without clear guidance from an appellate court that it would be proper. (See Gwathmey v. Burgiss, 88 S.E. 816, 104 S.C. 280 (S.C. 1916) and Huggins v. Commercial Sav. Bank, 140 S.E. 177 (S.C. 1927)). A good history of the Account Stated cause of action and the reasons why implied Account Stated should not be extended to actions such as this one can be found in the law review article Account Stated Resurrected: The Fiction of Implied Assent in Consumer Debt Collection by Emanwel J. Turnbull, 38 Vt. L.R.339 (2013).

In the alternative, even if the court were to find that PRA had proven its debt collection action, which it hasn't, due to the reasons below regarding the Third-Party Plaintiff's FDCPA claim against PRA, any amount owed to PRA as a result of its debt collection action would be reduced to zero by an offset of the amount owed by PRA to Jennifer Campney on her FDCPA claim against PRA.

Also, alternatively, Defendant has argued in her Motion for Summary Judgment filed with this court on October 12, 2019, which arguments the court incorporates by reference into this Order for sake of judicial economy, that PRA's failure to send Defendant the Notice of Right to Cure required by S.C. Code Sec. 37-5-110 to -111 means that PRA cannot accelerate the balance due on the credit card account. The court finds that PRA has not sent the Notice of Right to Cure required by that Code section, and that PRA was required to send it since Defendant's credit card account is a consumer loan and therefore a consumer credit transaction regulated by the SC-CPC. There are two reasons why the court finds that PRA was required to send this Notice.

First, in Def. Ex. 8, Request for Admissions, par. 1, PRA admits that Defendant is a consumer and that Defendant's credit card account is a consumer credit transaction under the SCCPC. Second, even if PRA had not made this admission, as the Third-Party Defendant Cooling and Winter, LLC has not, the analysis of Defendant in the October 12, 2019 Motion for Summary Judgment is accurate regarding the fact that a consumer credit card account is a consumer loan under the definition sections of the SCCPC cited in that Motion. Although PRA argues that the case of Bracken v. Simmons First National Bank, 2014 WL 2613175 (D.S.C. 2014) compels a different result, the court is not persuaded by that case. The court notes that this is a South Carolina District Court case interpreting South Carolina law, so the court is not bound to follow that case, and would only do so if it were persuasive. However, that case is not persuasive, since the primary holding of the case is that a consumer credit card account is not a consumer credit sale, which is correct, but irrelevant, since a consumer credit card account is a consumer loan. It is true, as PRA points out, that footnote 2 in the Bracken case also finds that a consumer credit card account is not a consumer loan, but that court gives no reasoning for that statement, so it is not persuasive. Furthermore, this court need only look to the definition sections in the SCCPC to come to the conclusion that a consumer credit card in South Carolina is a consumer loan, and therefore under the protection of the SCCPC. As a result of PRA's failure to send Defendant the required Notice of Right to Cure, PRA is prohibited from suing Defendant for the full accelerated balance allegedly due on the account, which they have done. At best, PRA could only sue for the total of any missed payments due on the loan without it having been accelerated, but PRA has presented no evidence of the amount of those missed payments, so their collection action would fail for lack of proof of the amount owed as well.

Regarding the amount allegedly owed on Defendant's credit card account, the court notes a discrepancy between the amounts that PRA has claimed during most of the time that they have pursued this case, and the amount disclosed in the May 22, 2015, which was produced to Defendant only one week before the bench trial of this case. That account statement shows on the top left side of that statement that the New Balance owed on the account was zero as of that date. Interestingly, PRA claims in par. 4 of its Complaint that after giving Defendant credit for all credits applied to the account, that the balance due as of May 22, 2015 (which is the exact date of the only recently disclosed account statement) was \$4,236.78, even though that was the amount showing due from the statement one month before the final statement. The court finds that the failure to disclose this adverse statement until just before trial, and PRA's attempt to prevent its admission at trial, is evidence of bad faith on PRA's and its counsels part. Neither PRA nor its counsel were free to disregard this evidence of debt cancellation by Synchrony Bank, nor were they free to fail to disclose it until the last minute before trial. The court finds that by evidence from PRA's own records that have been produced in its responses to Defendant's discovery requests, the amount owed on Defendant's account was zero as of May 22, 2015, instead of the amount claimed by PRA in its Complaint.

Furthermore, even if the court were to find that the three PRA exhibits that were admitted into evidence by the court at the trial were properly admitted, which it has not, these exhibits would not be sufficient to prove either PRA's ownership of Defendant's credit card account or the amount owed on that account. It should be remembered that PRA's witness was only a document custodian for PRA, not for Synchrony Bank. Actually, Mr. Andrews never even worked for Synchrony Bank, only for its predecessor in interest sixteen years before Defendant's credit card account was even created, and during that time, he only worked as a skip tracer and a debt col-

lector. He would, therefore, not have the personal knowledge of Synchrony Bank's procedures during the time period that Defendant had a credit card with Synchrony Bank that would be necessary under both Rule 803(6), SCRE or S.C. Code Sec. 19-5-510 to testify competently regarding the identity or mode of preparation of the Synchrony Bank documents that PRA attempted to introduce into evidence. The court finds his claim that he was competent to introduce these documents not to be credible, and PRA offered no other witness with the necessary knowledge to be able to introduce these documents into evidence. This is why Plaintiff's Ex. 1 & 3 were not admitted into evidence. Regarding Plaintiff's Ex. 2, the Loan Data Sheet, Mr. Andrews testified that it was a summary created by PRA from Synchrony Bank records, so Mr. Andrews would suffer from the same lack of competence to introduce it as he would the documents completely produced by Synchrony Bank. In addition, the court finds that the Loan Data Sheet is an improper summary under Rule 1006, SCRE, and therefore inadmissible, since Plaintiff did not comply with that rule by providing Defendant with access to the underlying documents from which the summary was created, including the essential Notification Files, which Mr. Andrews himself testified he was not allowed to view, even though he claims to be a document custodian for PRA. Indeed, PRA only attempted to introduce the alleged Bill of Sale, which is the least of the three most essential documents to prove assignment of the Defendant's credit card account to PRA. Within that Bill of Sale, it references conditions and covenants imposed by a Purchase Agreement, which Agreement was not produced to Defendant or this court for review, and neither were the Notification Files, which listed each credit card account actually included in the alleged bulk sale of accounts to PRA. Without those written documents, which pursuant to Rule 1002, SCRE, are the only admissible evidence to prove assignment of Defendant's credit card ac-

count to PRA, Plaintiff cannot prevail on its allegation that Defendant's credit card account was assigned to it.

For the reasons stated above, the court therefore finds that judgment should be entered for the Defendant on PRA's debt collection action, since PRA has not proven either the amount due on that account or that the account was actually assigned to PRA. In addition, PRA has failed to prove all of the necessary elements of an account stated cause of action, assuming that such a cause of action as between a merchant like PRA and a consumer is even allowable in South Carolina.

DEFENDANT'S COUNTERCLAIM AND THIRD-PARTY COMPLAINT

Defendant Jennifer Campney, has raised counterclaims against PRA, and is also the Third-Party Plaintiff in a consumer protection law claim against Cooling & Winter, LLC ("C&W"). She will be referred to by any of these designations in this Order.

Mrs. Campney brings claims against both PRA and C&W based on the FDCPA, the SC-CPC, the SCUTPA, and for negligence per se for violations of those statutes.

Regarding Mrs. Campney's FDCPA claim, counsel for PRA & C&W correctly points out that her FDCPA claims were included in an Amended Answer, which was filed more than one year after she was served with the Complaint in this action, out of which many of her FDCPA claims arose. Since the FDCPA has a one year statute of limitations, any of Mrs. Campney's FDCPA claims that are based on the time that the PRA complaint was served upon her are time-barred. However, as her counsel correctly points out, those FDCPA claims can still be raised defensively to offset any amount that might be owed to PRA as a result of its debt collection action, so the court will still address those claims for the record. Also, it appears that some of Defen-

dant's FDCPA claims accrued less than a year before the Amended Answer was filed, so the court must analyze the FDCPA claims for this reason as well.

At trial, Mr. Andrews indicated that he had been trained by PRA on the FDCPA, and he admitted that PRA was a debt collector under the FDCPA. Also, Mr. Brown, on behalf of C&W, admitted that C&W was a debt collector under the FDCPA. Both witnesses admitted that this was a consumer debt covered under the FDCPA, and Mr. Andrews even stated that PRA only purchases and collects on consumer accounts, not business accounts, which is further evidence that the FDCPA applies to the collection of this debt.

The FDCPA provides that a debt collector may not use any “false, deceptive or misleading representation or means in connection with the collection of any debt.” (15 U.S.C. Sec. 1692e) It also provides that “[a] debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.” (15 U.S.C. Sec. 1692f) If a debt collector violates the FDCPA, then the debt collector is liable to the consumer for statutory damages of up to \$1,000.00, as may be determined by the court, plus any actual damages suffered, plus reasonable attorney fees and costs. (15 U.S.C. 1692k). The proper standard for determining whether or not a representation is deceptive or misleading is based on the least sophisticated consumer standard, and not on the sophistication of the consumer in any particular case. The FDCPA is a essentially a strict liability statute, and the debt collector's intent is not relevant. If an action violates the FDCPA, then liability is imposed, unless the debt collector successfully invokes the bona fide error defense provided by 1692k(c). However, in this case, PRA waived the protection of the bona fide error defense in its response to Defendant's discovery requests (see Def. Ex. 8, Request for Production, par. 13. C&W also waived the bona fide error defense (see Def. Ex. 9, Request for

Production, par. 13). Therefore, both PRA and C&W are strictly liable for any violation of the FDCPA.

Defendant raised to the court the published 4th Circuit Court of Appeals FDCPA case of Sayyed v. Wolpoff & Abramson, 485 F.3d 226 (4th Cir. 2007), which is binding precedent on this issue. That case found that even documents filed in a court case are covered under the FDCPA, and that law firms and attorneys that regularly practice in the field of consumer debt collection are not exempt from its coverage as debt collectors. The court also found that a communication to a consumer's attorney is an indirect communication to the consumer, and is also covered under the FDCPA. In Sayyed, just as in this case, there was a false representation regarding the amount of a debt in a summary judgment motion, which the court found to be actionable, and also found that the attorney in that case was not entitled to rely upon the fact that the false affidavit regarding the amount of the debt was provided by its client. The court found that the law firm's only defense to liability for a false affidavit submitted by the law firm on behalf of a client was the bona fide error defense noted above, which both PRA and C&W have expressly waived in this case. Therefore, both PRA and C&W are strictly liable for any FDCPA violation that the court might find, subject only to the statute of limitations as to any violations to which it might apply, and only to the extent that the statute of limitations does not apply to prevent the Defendant from offsetting any amount that would otherwise be owed to PRA on any debt that might be found to be owed to PRA, although the court has found nothing to be owed under the facts of this case. The First Amended Answer & Counterclaims was filed on March 13, 2018, so offset only would apply to any violations that occurred prior to one year before this date.

The court finds the following representations by either PRA, C&W, or both, to violate the FDCPA:

1. Violations in PRA's Complaint served January 10, 2017 (as to both PRA & C&W for off-set only)
 - A. That the debt was actually assigned to PRA (par. 4)
 - B. That Defendant owed PRA \$4,236.78 as of May 22, 2015, both due to the zero balance account May 22, 2015 account statement attached as an exhibit to Def. Ex. 10 and due to the allegation in Plaintiff's Ex. 2 that \$4,274.78 was owed on that same date, which was alleged by PRA to be the charge-off date.
 - C. That there was even the possibility that there was an express agreement between the parties as to any amount agreed to be due at a specified time, since there was no evidence of an express agreement. (Complaint, par. 4).
 - D. That there was an implied agreement between the parties that any amount was agreed to be due to be paid then or at some other specified time. (Complaint, par. 4).
 - E. That there was even the possibility that the Notice of Right to Cure was sent to the Defendant, since there was no evidence of that fact. (Complaint, par. 7).
 - F. That the Notice of Right to Cure was not required to be sent to the Defendant. (Complaint, par. 7).
 - G. That \$4,236.78 was due to PRA. (Affidavit and Itemization of Accounts).
 - H. That \$4,236.78 was due to PRA (Synchrony Bank April 23, 2015 account statement).
 - I. That \$4,274.78 was due to PRA as of May 22, 2015 (Load Data Sheet attached to Complaint).
2. Violations in PRA's Response to Defendant's summary judgment motion, which Response was filed February 20, 2018 (as to both PRA & C&W)
 - A. That Defendant owed PRA \$4,274.78 as of June 20, 2015 (Hoberg Affidavit of Sale).

B. That Defendant's account was sold to PRA. (Hoberg Affidavit of Sale).

3. Violations in PRA and C&W's Joint Reply to Counterclaim and Answer to Third-Party
Complaint filed April 30, 2018 (as to both PRA & C&W)

A. Denied that Defendant was a consumer under the SCCPC.

B. Denied that Defendant's credit card account was a consumer credit transaction under the SC-CPC.

C. Denied that neither PRA nor C&W had sent the Notice of Right to Cure letter to Defendant.

D. Denied that Defendant was a consumer under the FDCPA.

E. Denied that Defendant's credit card account was a debt under the FDCPA.

F. Denied that both PRA and C&W are debt collectors under the FDCPA.

4. Violations in Plaintiff's Response to Defendant's First Discovery Requests (Def. Ex. 8)
(as to both PRA and C&W)

A. Claimed \$4,236.78 in damages (Interrogatories, par. 4).

B. That Defendant's account was assigned to PRA on June 20, 2015. (id, par.6)

C. That the April 23, 2015 account statement was the oldest account statement possessed by Plaintiff. (id, par. 14)

D. Denied that Defendant is a consumer under the FDCPA (Admissions, par. 2)

E. Denied that Defendant's credit card account is a debt under the FDCPA (id, par. 3)

F. Denied that PRA and C&W are debt collectors under the FDCPA (id, par. 4)

G. Denied that the Bill of Sale did not specifically identify Defendant's credit card account by name or account number (id. Par. 14)

H. Denied that Plaintiff as part of its normal procedures attached bills of sale to its complaints against South Carolina residents that did not specifically identify those accounts by name or account number. (id. Par. 15 & 16).

5. Violations in Third-Party Defendant's Response to Defendant's First Discovery Requests (Def. Ex. 9) (as to both PRA and C&W)

Def. Ex. 9 contains similar violations as listed in par. 4 above.

6. Violations in Plaintiff's Supplemental Response to Defendant's First Discovery Requests (Def. Ex. 10) (as to both PRA & C&W)

A. The March 14, 2017 PRA collection letter to Defendant produced as an attachment to this Supplemental Response claims that Defendant owes PRA \$4,274.78.

B. This letter also claims that the documents attached to this letter establish the validity of the amount claimed due by PRA, even though one of those attachments was the May 22, 2015 zero balance account statement from Synchrony Bank.

C. Another attachment to this Supplemental Response was Def. Ex. 11, an audio recording of a collection call from PRA to the Defendant on October 29, 2015 wherein PRA claimed that \$4,274.78 was due on Defendant's credit card account, which had been assigned to PRA.

Regarding the FDCPA violations by both PRA and C&W, this court finds that Defendant is entitled to judgment against both PRA & C&W in the amount of \$1,000 jointly and severally in statutory damages, plus the amount of her actual damages indicated below, in addition to her reasonable attorney fees and costs to pursue the defense of the PRA debt collection action and bring these counterclaims.

Defendant also brings claims against both PRA and C&W under the SCCPC, as found at S.C. Code Sec. 37-5-108 et seq. The court finds that the same violations that constitute viola-

tions of the FDCPA listed above also constitute violations of the SCCPC. The court therefore awards Mrs. Campney the amount of \$1,000 in statutory damages against PRA and C&W jointly and severally, plus the amount of her actual damages indicated below, in addition to her reasonable attorney fees and costs to pursue the defense of the PRA debt collection action and bring these counterclaims.

DAMAGES

Based on the evidence presented to the court, the court finds that Jennifer Campney has suffered actual damages as a result of both PRA's and C&W's violations of both the FDCPA and the SCCPC in the following amounts, to be awarded against PRA and C&W jointly and severally:

1. \$1,205.94 in damages for lost wages and mileage expenses.
2. \$1,000.00 in statutory damages for their violation of the FDCPA.
3. \$1,000.00 in statutory damages for their violation of the SCCPC.
4. The amount of \$50 per day in actual damages for her severe emotional distress from the date the Complaint was served against her on January 10, 2017 until October 22, 2019 for 1046 days for a total amount of \$52,300.00.
5. Mrs. Campney is also entitled to her reasonable attorney fees and costs for the duration of this action, which her counsel shall submit by way of affidavit filed with this court within 10 days from the date this Order is filed. If there is no objection by either PRA or C&W to the amount requested by Defendant within 10 days from the date Defendant's attorney fee affidavit is filed with this court, then the court shall add those fees to the judgment amount ordered herein. If either PRA or C&W file an objection to the requested Defendant's attorney fees and costs within the 10 day objection period, then the court shall

schedule a hearing on the Defendant's attorney fee request, and shall determine the amount of Defendant's reasonable attorney fees and costs at that hearing.

CONCLUSION

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The court finds for Jennifer Campney on PRA's debt collection action, and finds that Jennifer Campney does not owe PRA anything on that action, and that PRA was not assigned her credit card account upon which their collection action was brought.
2. The court finds that both the March 14, 2017 letter from PRA to Jennifer Campney and the May 22, 2015 zero balance account statement were improperly denied admission as part of Def. Ex. 10 at trial, and orders that they be admitted as part of Def. Ex. 10, and that the court reporter add them to the record in this case.
3. The court finds for Jennifer Campney on her FDCPA and SCCPC claims, and awards her damages against both Portfolio Recovery Associates, LLC and Cooling and Winter, LLC, jointly and severally, in the amount of \$55,505.94, plus her reasonable attorney fees and costs to be determined later as indicated above.

IT IS SO ORDERED.

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2018 CP-18-00729

Portfolio Recovery Associates, LLC

Jennifer Campney

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: John R. Cantrell, Jr.	Attorney for : ☐ Plaintiff ☒ Defendant
	or ☐ 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
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

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 (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Jennifer Campney	Portfolio Recovery Associates, LLC	\$55,505.94
Jennifer Campney	Cooling & Winter, LLC	\$55,505.94

If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

DEPT 922 8883593717032
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED

#BWNFTZF #9228883593717032#



JENNIFER CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9027



 Portfolio Recovery Associates, LLC

March 14, 2017

Re: Account Number: [REDACTED] 1873
Seller: SYNCHRONY BANK
Merchant: H H GREGG
Original Creditor: SYNCHRONY BANK

Total Balance as of the Date of this Letter: \$4,274.78

Dear JENNIFER CAMPNEY:

In response to your dispute related to the above account, Portfolio Recovery Associates, LLC ("PRA, LLC") has enclosed additional documentation for your review.

We have completed our investigation of your dispute concerning this account.

PRA, LLC has obtained and reviewed the attached documents related to this account, which establish its validity.

If you wish to discuss this account, please call 1-800-772-1413. Our hours of operation are 8 AM to 11 PM Mon.-Fri., 8 AM to 8 PM Sat., 11 AM to 10 PM Sun. (Eastern).

Sincerely yours,

Disputes Department

www.portfoliorecovery.com

**This communication is from a debt collector but is not an attempt to collect a debt.
NOTICE: SEE ADDITIONAL PAGE(S) FOR IMPORTANT INFORMATION**



COMPANY ADDRESS: Portfolio Recovery Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

DISPUTES CORRESPONDENCE ADDRESS: Portfolio Recovery Associates, LLC, Disputes Department, 140 Corporate Boulevard, Norfolk, VA 23502

DISPUTES DEPARTMENT E-MAIL ADDRESS: PRA_Disputes@portfoliorecovery.com

QUALITY SERVICE SPECIALISTS AVAILABLE Mon. - Fri. 8 AM to 5 PM (EST)

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at (866) 925-7109 or by e-mail at qualityservice@portfoliorecovery.com.

PRIVACY NOTICE: We collect certain personal information about you from the following sources: (a) information we received from you; (b) information about your transactions with our affiliates, others, or us; (c) information we receive from consumer reporting agencies. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic information about you to those employees and entities that need to know that information in order to collect your account. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NOTICE: We are required under state law to notify consumers of the following rights. This list does not include a complete list of rights consumers have under state and federal laws:

COLORADO: Office located at 4600 South Syracuse Street, Suite 966, Denver, CO 80237. Telephone 1-866-508-4751.

MAINE: Telephone number at licensed location is (800) 772-1413. Hours of operation at licensed location are 8 AM to 11 PM Mon.-Fri., 8 AM to 8 PM Sat., 11 AM to 10 PM Sun. (EST).

MASSACHUSETTS: Office located 49 Winter St., Weymouth, MA 02188. Telephone (800) 772-1413. Hours of operation are 9 AM to 6 PM EST Monday through Thursday. **NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.**

NEW YORK CITY: City of New York License Numbers 1096994, 1394695, 1394697, 1394696, 1394698, 2045465.

NORTH CAROLINA: Collection Agency Permit No. 4132.

TENNESSEE: This collection agency is licensed by the Tennessee Collection Service Board of the Department of Commerce and Insurance. (#00000770).



H H GREGG/SYNCHRONY BANK

Cardholder Name: JENNIFER M CAMPNEY
Account Number: 1873
Statement Closing Date: 05/22/2015

Summary of Account Activity		Payment Information	
Previous Balance	\$4,236.78	New Balance	\$0.00
+ New Purchases	\$0.00	Total Minimum Payment Due	\$1,192.00
- Payments	\$0.00	Payment Due Date	05/24/2015
+/- Credits, Fees & Adjustments (net)	\$4,236.78	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.	
+/- Interest Charge (net)	\$0.00		
New Balance	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.	
Credit Limit	\$4,500.00		
Available Credit	\$0.00		
Days in Billing Period	30		
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8254. Best times to call are Wednesday - Friday.			

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
05/22/2015	05/22/2015	F9071004E00999990	CHARGE OFF ACCOUNT-PRINCIPALS	\$2,471.55 CR
05/22/2015	05/22/2015		CHARGE OFF ACCOUNT "FINANCE CHARGES"	\$1,803.23 CR
			FEES	
05/16/2015	05/16/2015		LATE FEE	\$38.00
			TOTAL FEES FOR THIS PERIOD	\$38.00
			INTEREST CHARGED	
05/22/2015	05/22/2015		INTEREST CHARGE ON PURCHASES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
2015 Totals Year-to-Date				
Total Fees Charged in 2015			\$178.00	
Total Interest Charged in 2015			\$437.33	
Total Interest Paid in 2015			\$0.00	

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$0.00	\$0.00

Cardholder News & Information				
Statement not provided to customer.				

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

S302 CSH 1 3 21 150522 ED PAGE 1 of 1 9071 0200 XR04 01035302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$1,192.00	\$0.00	05/24/2015	\$0.00	1873

Payment Enclosed : \$

☐ New address or e-mail?
Check the box at left and
print changes on back

Payment due includes \$ 0.00 past due. Please pay the past due amount PROMPTLY.

JENNIFER M CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9027

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

PRAD0-0010-0450219-8-00065-65

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
COUNTY OF DORCHESTER	)	FIRST JUDICIAL CIRCUIT
	)	CASE NO: 2018-CP-18-00729
Portfolio Recovery Associates, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Jennifer Campney,	)	ORDER
	)	
Defendant.	)	
	)	
Jennifer Campney,	)	
	)	
Third-party Plaintiff,	)	
	)	
vs.	)	
	)	
Cooling & Winter, LLC	)	
	)	
Third-party Defendant.	)	

THIS COURT has considered Defendant, Jennifer Campney and Third-Party Plaintiff Cooling & Winter, LLC Motion to Alter or Amend and for Additional Findings of Fact and Conclusions of Law filed pursuant to Rule 59. The Court finds there is no material issue raised by Defendant and Third-Party Plaintiff that has not been previously raised and decided and the arguments made are consistent with those ruled upon by the Court. The Court, having considered the motion and having reviewed its Order filed December 11, 2019 denies the motion filed pursuant to Rule 59.

BE IT SO ORDERED!

The Honorable Diane Shafer Goodstein

This ____ day of May 2021.

____ South Carolina



Dorchester Common Pleas

Case Caption: Portfolio Recovery Associates LLC , plaintiff, et al VS Jennifer Campney , defendant, et al
Case Number: 2018CP1800729
Type: Order/Other

This Order is Hereby GRANTED!

S/ Diane S. Goodstein (2112)

Electronically signed on 2020-05-25 18:33:42 page 2 of 2

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NUMBER: 2018-CP- 18-00729

Portfolio Recovery Associates, LLC)
)
Plaintiff.)
)
vs.)
)
Jennifer Campney)
)
Defendant.)
_____)
)
Jennifer Campney,)
)
Third-party Plaintiff)
vs.)
)
Cooling & Winter, LLC)
)
Third-party Defendant.)
_____)

**Notice of Motion and Motion To
Alter or Amend and For Additional
Findings of Fact and Conclusions of Law**

TO: Joseph E. Brown, as attorney for Plaintiff and Third-Party Defendant

Defendant and Third-Party Plaintiff named above hereby files this Notice of Motion and Motion to Alter or Amend and For Additional Findings of Fact and Conclusions of Law (“Motion”) pursuant to Rules 52 and 59(e), SCRCP. Defendant's Motion is made in reference to the judgment entered in this case by the court on December 11, 2019. Defendant hereby gives notice that the Motion may be heard at any time after 10 days from the date of service of this Motion.

Due to the necessity of filing this Motion today based on the deadline to do so, and the fact that Defendant currently lacks a copy of the transcript of the bench trial in this case, Defendant reserves the right to amend this motion or to raise such additional matters in relation

to this Motion as may be necessary at any hearing on this Motion, which opportunity for hearing Defendant specifically requests. Defendant also indicates an intention to file a memorandum in support of this Motion prior to any hearing on the Motion to more fully explain the bases for Defendant's Motion. However, at this time, Defendant asks the court to alter or amend the judgment in this case or to make such additional findings of fact or conclusions of law in regards to the matters indicated below.

The court's Order in this case omits from any findings of fact or conclusions of law any rulings on the Defendant's evidence that was presented or attempted to be presented to the court at the trial of this case. In this regard, the court orally ruled at the trial that Defendant's exhibits marked for identification as 6 and 7 were not admissible evidence. The court also orally ruled that Defendant's exhibits 8, 9 and 10, which were responses to Defendant's discovery requests by the opposing parties, could not be introduced in a limited fashion solely to the extent that those documents constituted admissions against interest by those parties. In addition, the court orally ruled that the exhibits attached to Defendant's exhibit 10, and to which the opposing parties objected due to lack of authentication, could not be included in exhibit 10 based on that objection. However, there are no findings of fact in regards to the admission or rejection of these exhibits in the court's Order, so Defendant requests that the court make such additional findings of fact as part of the court's written Order as may be appropriate to preserve this issue for review. Defendant also requests that the court alter or amend its Order in regards to the admissibility of these exhibits, including the disputed attachments to exhibit 10.

In regards to other portions of the court's order, Defendant requests that the court alter or amend the rulings indicated below.

If the court were to find, upon reconsideration, that the attachments to Defendant's exhibit 10 should properly be admitted into evidence in this case, then this would provide a basis for the court to reconsider its ruling that Defendant is indebted to Plaintiff under an account stated theory in the amount alleged, since Defendant contends that the excluded correspondence and attachments would show evidence that a zero balance was owed on Defendant's account at the time Plaintiff allegedly acquired Plaintiff's account. Such a finding would also provide evidence that Defendant's counterclaims regarding Plaintiff's representations in this case being false, misleading or deceptive were indeed accurate.

The court finds that one of the reasons that the two different amounts alleged due on this collection action might both be true is that one amount might be supported under contract theory and the other under an account stated theory, yet prior to trial the Plaintiff specifically denied alleging any theory other than account stated theory as the basis for its claims, so the court's reliance upon a contract theory that was not alleged is improper due to Plaintiff's waiver of that theory both in circuit court and previously in the magistrate's court where this case was first filed.

Regarding other potential missing findings of fact, the court does not make any findings regarding Defendant's arguments that were raised at trial regarding any FDCPA causes of action that might otherwise be barred by the statute of limitations being used defensively as an offset to any amount that the court might find to be due to Plaintiff on its debt collection action. To the extent that the court reconsiders the existence of any potential liability based on any evidence that was excluded at trial or presented but not considered in this regard, Defendant requests that the court make such findings of fact or conclusions of law as may be appropriate.

Defendant also wishes to bring to the court's attention Defendant's arguments as were submitted in Defendant's proposed order filed in this case on November 25, 2019, especially in regards to additional alleged violations of consumer protection laws that were raised in regards to false, misleading or deceptive statements in the documents that were filed in this case by Plaintiff and Third-party Defendant after this case was filed in the magistrate court, and many of which are not barred by the applicable statutes of limitation. Defendant wishes to point out that these alleged violations were evidenced either by documents that were filed in this case, such as motions, or discovery responses which were admitted into evidence without objection at the trial of this case. Defendant therefore alleges that even alleged violations that occurred after the filing of the Complaint in this case were tried by consent at the trial of this case, as to which alleged violations the court should make additional findings of fact so that the record will be complete for purposes of review.

As to Defendant's claim that there was a violation of the SCUTPA, if the court were to find that the Defendant's exhibits that were excluded from evidence at trial are properly admissible, then the court would have grounds to reconsider this ruling, since Defendant attempted to present evidence of a prior ruling by a South Carolina trial court in this regard. In addition, the testimony of the witnesses for Plaintiff and Third-party Defendant provide evidence of repetition as required by SCUTPA for liability, as Defendant believes will be shown upon examination of the trial transcript in this case, which Defendant does not yet possess.

The court's ruling on there being no negligence per se violation should also be reconsidered in light of any statutory violations that the court may find upon reconsidering its ruling in this case.

Regarding additional findings of fact, Defendant requests that the court consider such adding such facts as were suggested by Defendant in her proposed order filed in this case on November 25, 2019. Plaintiff also incorporates such arguments and references to the record in this case as were raised in Defendant's proposed order into this Motion.

To the extent that Defendant has not raised or may not raise, at any hearing on this Motion, some of the courts findings of facts or conclusions of law as found in the court's Order in this case, Defendant does not intend to waive the right to seek appellate review of those rulings at a later time and specifically reserves this right. It is Defendant's intention for purposes of this Motion to only raise issues for the court's reconsideration that Defendant believes may need to be clarified or amended, and as to those matters which have been clearly presented and ruled upon, Defendant does not wish to take the time of the court or opposing counsel to reconsider at this time.

WHEREFORE, the undersigned respectfully requests that the court take the following actions:

1. Make such additional findings of fact and conclusions of law as may be appropriate after reconsidering the Order in this case,
2. Alter or amend the Order in this case as may be appropriate,
3. Admit such of Defendant's evidence as should have been admitted at the trial of this case, but may have been excluded in error,
4. Upon reconsideration, find that Jennifer Campney is either not indebted to Plaintiff or indebted in a lesser amount than claimed by Plaintiff,
5. Upon reconsideration, find in favor of Jennifer Campney in regards to such of her counterclaims as may be appropriate,

6. For such other and further relief as this Court deems just and proper.

December 23, 2019

Cantrell Legal, PC

By: /s/ John R. Cantrell, Jr.

Attorney for Defendant/Third-party Plaintiff

P.O. Box 1276

Goose Creek, SC 29445

Telephone: (843) 797-2454

Facsimile: (309) 213-0922

Email: lawyer@comcast.net

SC Bar # 10309

ELECTRONICALLY FILED - 2019 Dec 23 7:01 PM - DORCHESTER - COMMON PLEAS - CASE#2018CP1800729

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

2017CV1810300032
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Portfolio Recovery Associates Llc
Assignee Of Synchrony Bank

PLAINTIFF(S)

Vs

Jennifer Campney
4976 Wescott Blvd Apt. 934
Summerville, SC 29485
DEFENDANT(S)

TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after receipt of this summons. Your Answer must be received by the:

Summerville Magistrate
212 Deming Way, Box 10
Summerville, SC 29483
Phone: (843) 832-0370
Fax: (843) 832-0371

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. **If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial.** If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:


JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

January 6, 2017

MV38 SCCA/700 (Amended 12/2015)

DORCHESTER COUNTY
SHERIFF'S OFFICE
CIVIL PROCESS
2017 JAN -9 AM 10:01

C0399629

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

PORTFOLIO RECOVERY ASSOCIATES,
LLC ASSIGNEE OF SYNCHRONY BANK
/H H GREGG
c/o Cooling & Winter, LLC
220 North Main Street, Suite 500
Greenville, SC 29601

PLAINTIFF

VS.

JENNIFER CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485

DEFENDANT(S)

CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT

FILED JAN 04 2017

COMPLAINT

The Plaintiff complaining of the Defendant alleges and says:

1. The Defendant resides in DORCHESTER County and is neither an infant nor incompetent.
2. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit 1: Payment/Activity Statement
Exhibit 2: Charge Off Statement
Exhibit 3: Evidence of Assignment

COUNT I - ACCOUNT STATED

3. The allegations above are incorporated by reference as if set forth herein at length.
4. Plaintiff's assignor provided credit to the Defendant as evidenced by the statement annexed hereto as Exhibit "1". Defendant failed to remit the required payments as they came due. Plaintiff has been assigned all collection rights, title and interest in Defendant's account as evidenced by the Chain of Title Documentation annexed hereto as Exhibit "3". After giving credit for all payments received or credits applied, if any, as of May 22, 2015, the Defendant owes Plaintiff \$4,236.78, as evidenced by the statement contained within Exhibit "2".
5. The parties either expressly or impliedly agreed that the statement or statements were true and was due to be paid then or at some other specified time.
6. That the business transaction described herein may be a consumer credit transaction as contemplated by the South Carolina Consumer Protection Code. Plaintiff is entitled to the amounts as referenced

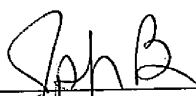
above. This amount is determined by assessing all due charges to Defendant's account.

7. On information and belief, the Notice of Consumer's Right to Cure, as contemplated under the S.C.

Code of Laws Ann. Sections 37-5-110 and 37-5-111, was sent to the Defendant or is not required.

WHEREFORE, Plaintiff respectfully requests judgment in its favor and against the Defendant.

COOLING & WINTER, LLC

By: 

- ☒ Joseph E. Brown, SC Bar #9085
- ☐ Wesley E. Boyd, SC Bar #78424
- ☐ S. Louis Schiappa, SC Bar #102134

Attorneys for Plaintiff

220 North Main Street, Suite 500
Greenville, SC 29601
(800) 291-5144

Dated: DEC 28 2016

C0399629

**STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER**

**PORTFOLIO RECOVERY
ASSOCIATES, LLC ASSIGNEE OF
SYNCHRONY BANK /H H GREGG**
c/o Cooling & Winter, LLC
220 North Main Street, Suite 500
Greenville, SC 29601

PLAINTIFF

VS.

JENNIFER CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485

DEFENDANT(S)

**CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT**

FILED JAN 04 2017

**AFFIDAVIT AND ITEMIZATION
OF ACCOUNTS**

Plaintiff's counsel personally appearing before me, who, being duly sworn, states that he represents the plaintiff in this action, and that the itemization of accounts which follows is true and correct.

He further states that no part of the sum included in the itemization below has been paid or satisfied in any fashion, and is today due and owed to him.

ITEMIZATION OF ACCOUNTS

Principal	\$4,236.78
Costs	\$80.00
Total	<u>\$4,316.78</u>

(Copies of bills, papers or other proof of any of the above accounts should be attached to this document.)

PLAINTIFF (or his Attorney)

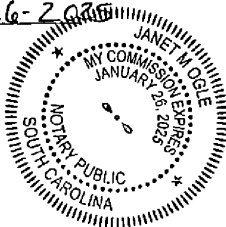
By: *[Signature]*

☒ Joseph E. Brown, SC Bar # 9085
☐ Wesley E. Boyd, SC Bar #78424
☐ S. Louis Schiappa, SC Bar #102134
Attorneys for Plaintiff
Cooling & Winter, LLC
 220 North Main Street, Suite 500
 Greenville, SC 29601
 (800) 291-5144

Sworn to and Subscribed before me
this 28 day of DEC, 20 16.

[Signature]
 Magistrate or Notary Public for South Carolina
 My Commission expires: 1-26-2025

C0399629



STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

PORTFOLIO RECOVERY ASSOCIATES,
LLC ASSIGNEE OF SYNCHRONY BANK /H
H GREGG

c/o Cooling & Winter, LLC
220 North Main Street, Suite 500
Greenville, SC 29601

PLAINTIFF

VS.

JENNIFER CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485

DEFENDANT(S)

CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT

FILED JAN 04 2017

NON-MILITARY AFFIDAVIT

Personally appeared the undersigned, who after being duly sworn before the undersigned officer duly authorized to administer oaths, states the following:

1. I am the attorney of record for Plaintiff.
2. Plaintiff, by and through the undersigned, has verified through the Department of Defense Manpower Data Center Website that the Defendant is not on active duty in the military service.

This DEC 28 2016

COOLING & WINTER, LLC

By: Jph B

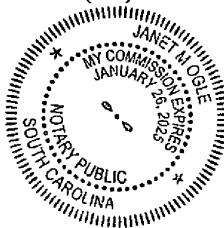
☒ Joseph E. Brown, SC Bar #9085
☐ Wesley E. Boyd, SC Bar #78424
☐ S. Louis Schiappa, SC Bar #102134
Attorneys for Plaintiff
220 North Main Street, Suite 500
Greenville, SC 29601
(864) 605-3833

Sworn to and subscribed before me this

28 day of DEC, 2016

Janet M. Ogle
Notary Public
My Commission expires: 12-26-2025

C0399629





Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: _____

Birth Date: _____

Last Name: CAMPNEYFirst Name: JENNIFER

Middle Name: _____

Active Duty Status As Of: Dec-27-2016

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects the individual's active duty status based on the Active Duty Status Date

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA

This response reflects whether the individual or his/her unit has received early notification to report for active duty

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: V7BEW255B4A6V70

Exhibit - 1

H H GREGG/SYNCHRONY BANK

Cardholder Name: JENNIFER M CAMPNEY
Account Number : 1873
Statement Closing Date: 10/24/2014

Summary of Account Activity		Payment Information		
Previous Balance	\$2,289.58	New Balance	\$3,492.96	
+ New Purchases	\$88.12	Total Minimum Payment Due	\$123.00	
- Payments	\$81.00	Payment Due Date	11/16/2014	
+/- Credits, Fees & Adjustments (net)	\$0.00	Promotion(s) expiring shortly - see promotional boxes below for details		
+/- Interest Charge (net)	\$318.28			
New Balance	\$3,492.96	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.		
Credit Limit	\$4,500.00			
Available Credit	\$1,007.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00. Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:		
Days In Billing Period	31			
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8254.				
Best times to call are Wednesday - Friday.				
		If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
		Only the minimum payment	17 years	\$11,403.00
		\$156.00	3 years	\$5,627.00 (Savings = \$5,776.00)
If you would like information about credit counseling services, call 1-877-302-8797.				

Promotional Expiration Notification

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 12/23/14 AND 04/23/15.

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CZH 1 7 21 141024 PAGE 1 of 3 5071 0200 X84 01CJ5302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



		Account Number 1873	
Total Minimum Payment Due	Payment Due Date	Urgent	New Balance
\$123.00	11/16/2014	Promotion(s) expiring shortly-see above	\$3,492.96

Payment Enclosed : \$

☐ New address or e-mail?
Check the box at left and print changes on back

NOTE: You have a Promotional Purchase Expiring. See Promotional Purchase Summary For Details. If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.

JENNIFER M CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9027

Make Payment to: SYNCHRONY BANK
PO BOX 060061
ORLANDO, FL 32898-0061

Cardholder Name: JENNIFER M CAMPNEY

Account Number: 1873
Statement Closing Date: 10/24/2014**Promotional Purchase Summary**

Promotional Expiration Date	Promotional Balance	Billed Interest Charge	Deferred Interest Charge	Description/ Tran Date	Initial Purchase Amount
EXPIRED	\$398.84	\$275.32	\$0.00	Deferred Interest/No Interest If Paid In Full 09/28/2013	\$1,203.71
12/23/2014	\$564.17	\$0.00	\$176.23	Deferred Interest/No Interest If Paid In Full 11/28/2013	\$564.17
04/23/2015	\$764.67	\$0.00	\$13.31	Deferred Interest/No Interest If Paid In Full 10/04/2014	\$764.67

A summary of your promotional purchase is provided above.
If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Transaction Summary

Tran Date	Post Date	Reference Number	Description	Amount
10/15/2014	10/15/2014	8534812M1010N5BRT	PAYMENT - THANK YOU	\$81.00 CR
10/04/2014	10/04/2014	8534812M500XTMJMT	HH GREGG 132 N CHARLESTON SC	\$764.87
10/15/2014	10/15/2014	8534812M100XTMJJK	DEFERRED/NO INTEREST IF PAID IN FULL H H GREGG INTERNET INDIANAPOLIS IN STANDARD PURCHASE ELECTRONICS/APPLIANCES FEES	\$203.25
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
10/24/2014	10/24/2014		INTEREST CHARGE ON PURCHASES	\$316.28
			TOTAL INTEREST FOR THIS PERIOD	\$316.28
2014 Totals Year-to-Date				
Total Fees Charged in 2014				\$105.00
Total Interest Charged in 2014				\$562.92
Total Interest Paid in 2014				\$9.00

Interest Charge Calculation

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$1,607.55	\$40.84
Deferred Interest/No Interest If Paid In Full	EXPIRED	29.99%	\$446.03	\$275.32
Deferred Interest/No Interest If Paid In Full	12/23/2014	29.99%	\$730.74	\$0.00
Deferred Interest/No Interest If Paid In Full	04/23/2015	29.99%	\$522.41	\$0.00

New Promotional Financing Plans

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest If Paid Within Promotional Period

(These can be advertised as Deferred Interest promotions)
Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum monthly payments are required. This promotion may be offered for periods of 6, 12, 18, or 24 months.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

Please Note: Effective June 2, 2014, GE Capital Retail Bank ("GECRB") changed its name to Synchrony Bank ("SYNCB"). During the transition you may see communications with either name. For more information please visit gecib.com/synchronybank.

Special Messages

Don't forget to visit HHGREGG.COM for the latest in offers and see weekly ads.

Exhibit - 2

11 H OREGO/SYNCHRONY BANK

Cardholder Name: JENNIFER M CAMPNEY
Account Number: 1573
Statement Closing Date: 04/16/2015



Summary of Account Activity		Payment Information	
Previous Balance	\$4,010.12	New Balance	\$4,236.78
+ New Purchases	\$0.00	Minimum Payment This Period	\$180.00
- Payments	\$0.00	Amount Past Due	\$862.00
+/- Credits, Fees & Adjustments (net)	\$35.60	Total Minimum Payment Due	\$1,042.00
+/- Interest Charge (net)	\$191.66	Payment Due Date	05/16/2015
New Balance	\$4,236.78	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.	
Credit Limit	\$4,500.00		
Available Credit	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00. Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example: If you make no payment, your balance will grow to \$10,550.00 in 16 years. Only the minimum payment. If you would like information about credit counseling services, call 1-877-302-8797.	
Days in Billing Period	30		
Pay online for free at: mysynchrony.com . For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8154. Best times to call are Wednesday - Friday.			

Promotional Expiration Date	Promotional Balance	Interest Charge	Tran Date	Description	Initial Purchase Amount
EXPIRED	\$641.87	\$104.79	10/04/2014	Deferred Interest/No Interest If Paid In Full	\$764.87
A summary of your promotional purchase is provided above. If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date. To make more than one payment see Make Payment To address or pay online at mysynchrony.com .					

Tran Date	Post Date	Reference Number	Description	Amount
04/16/2015	04/16/2015		FEES	
			LATE FEE	\$15.00
			TOTAL FEES FOR THIS PERIOD	\$35.00
04/23/2015	04/23/2015		INTEREST CHARGED	
			INTEREST CHARGE ON PURCHASES	\$191.66
			TOTAL INTEREST FOR THIS PERIOD	\$191.66
2015 Total Year-to-Date:				
Total Fees Charged in 2015				\$140.00
Total Interest Charged in 2015				\$437.33
Total Interest Paid in 2015				\$0.00

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CCH 1 7 21 150423 ED PAGE 1 of 2 9071 0200 XRB4 01C35302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Total Minimum Payment Due	Amount Due	Due Date	Account Number

Payment Enclosed: \$

Now address or e-mail? ☐ Payment due includes \$ 802.00 past due. Please pay the past due amount PROMPTLY.
Check the box if left end print changes on back

JENNIFER M CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29483-9017

FATTTTDFDADTTDATTTTADAAADFAFTTTFIDTFAATADTDDAADFATFDDATFD

Make Payment to: SYNCHRONY BANK
PO BOX 96061
ORLANDO, FL 32896-0061

FADTTADAFDFFFAFFAFTAATTFDTTDTTDTTADDDFAAATDTTADADAAAAATTAFA

1 873

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TTS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 955033, Orlando, FL 32898-5033. Please include your account number on any correspondence you send to us.
Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com.
Overnight Payments: Payments cannot be made in person, mail payments to Synchrony Bank, 140 Welton Springs Road, Longwood, FL 32779.
Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 955035, Orlando, FL 32898-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account, or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 521960, Atlanta, GA 30255-9960 and not the payment address.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:
 Synchrony Bank, P.O. Box 955035, Orlando, FL 32898-5035.

In your letter give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement and we may continue to charge you interest on that amount.

But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Equifinancial Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 955035, Orlando, FL 32898-5035.

Credits To Your Account: An amount shown in parenthesis is a credit, or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 955033, Orlando, FL 32898-5035. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to this proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 955061, Orlando, FL 32898-5061.

Your account is owned and serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

01CJ502 - 1 - 01/17/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or call phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or recorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Realt Est - 01003302

☐ Street _____
 Address _____
 City, State _____
 ZIP _____
 Phone # _____
 Email _____

Home Phone # _____ Business Phone # _____ "Cell" # or other phone # we can use to contact you _____
 Email Address _____

Remember, you can update the above information as well as your email address online at www.mysynchrony.com.

Cardholder Name: JENNIFER M CAMPNEY

Account Number: 1873
Statement Closing Date: 04/23/2015

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$3,524.01	\$86.87
Deferred Interest/No Interest If Paid In Full	EXPIRED	29.99%	\$633.75	\$104.79

IMMEDIATE PAYMENT ARRANGEMENTS MUST BE MADE TODAY ON YOUR ACCOUNT. CALL 1-800-399-5166

Exhibit - 3



BILL of SALE

PRA – PSCC Fresh– June 2015

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of this 17th day of July, 2014 by and between Synchrony Bank formerly known as GE Capital Retail Bank ("Seller"), and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on June 20, 2015, and as further described in the Agreement.

Synchrony Bank

By: *Ken Wojcik*

Ken Wojcik

Title: SVP Collections and Recovery

account_number	1873
record_type	A
sequence_number	00
Title	
customer_type	I
name	CAMPNEY JENNIFER
account_address_1	4976 WESCOTT BLVD APT 934
account_address_2	
city	SUMMERVILLE
county	
state	SC
zip_code	29485-9027
home_phone_number	
work_phone_number	0000000000
birth_date	1982
employers_name	
employers_address	
loan_type_code	CHAC
lending_officer_code	ELI495
user_field	1181
dps_id_agency_atty_code	X53S
dealer_code	
charge_off_reason_code	UNPY
account_status	SF5
interest_rate	0000
source_code	A
receipt_date	20150524
contract_date	20120615
charge_off_date	20150522
last_payment_date	20141015
charge_off_amount	0000247155
associated_costs	000000000
accrued_interest	000180323
current_balance	0000427478
net_principal	000247155
net_associated_costs	000000000
net_interest	000180323
last_comment_line_1	
last_comment_line_2	
last_comment_line_3	
last_comment_date	00000000
second_name_1	
second_name_2	
monthly_income	000000000
other_income	000000000
monthly_payment	000000000
other_obligations	000000000
own_rent_code	

recovery_score	000
next_payment_date	00000000
last_interest_date	00000000
last_contact_date	20150419
commission_rate	0000
home_phone_flag	
work_phone_flag	
address_flag	
customer_id	
filler	
agency_code	
format_code	B
LPA	00000008100
FDOD	20141123
LANG_IND	EN
Former GE Account number	Y
co_name	
co_account_address_1	
co_account_address_2	
co_city	
co_county	
co_state	
co_zip_code	
co_home_phone_number	
co_work_phone_number	
co_birth_date	
co_employers_name	
co_employers_address	
co_customer_id	
liable	
ATLAS_ACCTNUM	i 1873
Last_Purchase_Date	20141016

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

2017CV1810300032
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
ANSWER

Portfolio Recovery Associates Llc Assignee
Of Synchrony Bank

PLAINTIFF(S)

Vs

Jennifer Campney
4976 Wescott Blvd Apt. 934
Summerville, SC 29485

FILED FEB 08 2017

DEFENDANT(S)

On 1/10/17 I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the **Summerville Magistrate**, is as follows:

CHECK ONE:

A. ☐ I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

B. ☐ I admit everything in the complaint and do not want a trial.

C. ☐ I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. ☒ I deny that I am responsible at all because: (use additional pages if necessary)

I have never agreed that I owe any money to this company that is suing me.

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: 2/16/17

[Signature]
SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER

PLEASE RETURN TO:
Summerville Magistrate
212 Deming Way, Box 10
Summerville, SC 29483
Phone: (843) 832-0370
Fax: (843) 832-0371

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

PORTFOLIO RECOVERY
ASSOCIATES, LLC)

Plaintiff,)

vs.)

JENNIFER CAMPNEY)

Defendant.)

✓ JENNIFER CAMPNEY)

Third-party Plaintiff,)

vs.)

COOLING & WINTER, LLC)

Third-party Defendant.)

IN THE MAGISTRATE'S COURT

2018-CP-18- 729

C.A. NO.: 2017-CV-18-10300032

FILED MAR 13 2018

DEFENDANT'S FIRST AMENDED
ANSWER AND COUNTERCLAIMS

(Jury trial demanded as to all matters so
triable)

2018 APR 20 PM 3:39
CLERK OF COURT
DORCHESTER COUNTY

NOW COMES Defendant herein, by and through counsel, and in Answer to
plaintiff's complaint alleges and says as follows:

Each and every allegation of the Complaint not herein specifically admitted,
qualified, or explained is denied. References below to plaintiff's counsel refer to Cooling
& Winter, LLC as a law firm, and not to any individual attorney in that firm.

FIRST DEFENSE

In answer to the specific allegations in plaintiff's Complaint, defendant states:

1. Defendant admits the allegations of paragraph 1 of plaintiff's complaint.
2. The allegations of paragraph 2 of plaintiff's complaint do not need to either be admitted or denied as it only incorporates by reference exhibits attached to plaintiff's complaint. However, to the extent necessary, defendant denies that these exhibits are admissible evidence in this case and denies the allegations made in those exhibits.
3. The allegations of paragraph 3 of plaintiff's Complaint do not need to either be admitted or denied, since it is another incorporation by reference paragraph.
4. Defendant denies the allegations of paragraph 4 of plaintiff's Complaint.
5. Defendant denies the allegations of paragraph 5 of plaintiff's Complaint.
6. Defendant admits that the business transaction involved in this case is a consumer credit transaction under the South Carolina Consumer Protection Code (SCCPC), but denies the remaining allegations of paragraph 6 of plaintiff's Complaint. Defendant further alleges that the consumer credit card transaction at issue in this case is a consumer loan under the SCCPC.
7. Defendant denies the allegations of paragraph 7 of plaintiff's Complaint, and further alleges that the referenced Notice of Consumer's Right to Cure was not sent to the defendant, although defendant alleges that it was required to be sent to defendant under the South Carolina Code sections referenced in this paragraph of plaintiff's Complaint.

SECOND DEFENSE

8. That plaintiff's complaint fails to state a claim upon which relief can be granted and should be dismissed pursuant to Rule 12(b)(6) of the South Carolina

Rules of Civil Procedure.

THIRD DEFENSE

9. That plaintiff is not a real party in interest and is not authorized to maintain this action in its own name and such action should be dismissed under Rule 17(a), SCRCP.

FOURTH DEFENSE

10. That plaintiff does not own the consumer credit card account at issue in this case, due to lack of a valid assignment of that account, so plaintiff's action should be dismissed due to lack of standing to sue at the time plaintiff's complaint was filed.

FIFTH DEFENSE and MOTION TO STRIKE AFFIDAVIT

AND ITEMIZATION OF ACCOUNTS

11. That the allegations as set forth above are realleged and incorporated by reference as if set forth fully herein.
12. That, pursuant to Rule 12(f), SCRCP defendant moves to strike plaintiff's Affidavit and Itemization of Accounts ("Affidavit") attached to plaintiff's complaint.
13. That the Affidavit attached to plaintiff's complaint is signed by plaintiff's counsel, and not by the plaintiff. Defendant alleges that plaintiff's counsel lacks the personal knowledge required by Rule 602, SCRE to be competent to swear to the facts alleged in this Affidavit. Defendant further alleges that this case is not the first case in which plaintiff's counsel has attached such affidavits to collection complaints in this state.
14. That the alleged Affidavit also does not contain any itemization of any account,

but merely states an alleged payoff amount due without any computation of that amount, which violates the requirements of Rule 9(i), SCRCP, for which cause also this affidavit should be stricken. In addition, since Rule 9(i) requires as a condition precedent to filing a collection action on an account that a verified statement of account be attached to the complaint, that upon striking plaintiff's counsel's Affidavit that the court should also dismiss plaintiff's complaint.

FIRST COUNTERCLAIM – SCCPC
(As to Plaintiff & Third-Party Defendant)

15. That each and every allegation and defense as set forth above is realleged and incorporated by reference as if set forth fully herein.
16. That defendant is a “consumer” within the meaning of S.C. Code 37-1-201.
17. That this credit transaction is a “consumer credit transaction” within the meaning of S.C. Code 37-1-201.
18. That S.C. Code 37-5-108 prohibits unconscionable agreements or conduct in regards to a consumer credit transaction.
19. That plaintiff and its counsel (Cooling & Winter, LLC) have failed to comply with any statutory notice requirement prior to accelerating the debt and filing this suit, and have failed to comply with SC Code 37-5-110 and -111.
20. That, upon information and belief, neither plaintiff nor its counsel sent defendant the Notice of Consumer's Right to Cure as referenced in paragraph 7 of plaintiff's Complaint.
21. That, upon information and belief, plaintiff and its counsel have falsely represented the amount allegedly owed on this credit card account in that plaintiff asserts that two different amounts are owed in two separate documents filed with

the court, namely the amount of \$4,236.78 alleged in paragraph 4 of the Complaint itself, and the amount of \$4,274.78 alleged on the Affidavit of Sale signed April 27, 2017 by Lucella Hoberg, which was first served on defendant on February 19, 2018 as Exhibit A to plaintiff's filed Response to Defendant's Motion for Summary Judgment, at least one of which representations are in violation of S.C. Code 37-5-108(5)(c)(1).

22. That the actions of plaintiff, and its counsel, in attaching affidavits signed by its counsel for the purposes of providing the required verified statement of account are either false, deceptive, or misleading, and therefore unconscionable under S.C. Code 37-5-108, since plaintiff's counsel lacks personal knowledge of the facts alleged to be true in the attached affidavits that they have signed.
23. That, upon information and belief, plaintiff and its counsel have engaged in such other and further practices that violate S.C. Code 37-5-108 as may be shown at trial.
24. That as a direct and proximate cause of the actions of plaintiff and its counsel, defendant has lost wages to attend hearings in this action, has had to incur vehicle mileage expense both to meet with her attorney and to attend hearings in this action, has had to incur legal fees in order to pursue this matter, and has incurred such other damages as may be proved at trial.
25. That defendant is entitled to recover her actual damages in an amount to be proven at trial plus up to \$1,000.00 in statutory damages per violation along with her attorney's fees and the costs incurred in pursuing this action as authorized pursuant to S.C. Code 37-5-108(2).

SECOND COUNTERCLAIM – FDCPA
(As to Plaintiff and Third-Party Defendant)

26. That the allegations as contained in the foregoing paragraphs are realleged and incorporated by reference as if set forth fully herein.
27. That defendant is a “consumer” within the meaning of 15 U.S.C. § 1692a(3) in that she is a natural person allegedly obligated to pay a debt.
28. That the credit card account at issue in this case is a “debt” as defined at 15 U.S.C. Sec. 1692a(5).
29. That plaintiff is a “debt collector” as defined in 15 U.S.C. § 1692a(6).
30. That plaintiff's counsel is a “debt collector” as defined in 15 U.S.C. § 1692a(6).
31. That plaintiff and its counsel violated the Fair Debt Collections Practices Act (FDCPA) by failing to send the defendant the Notice of Consumer's Right To Cure required by S.C. Code § 37-5-110 & -111 which also violates 15 U.S.C. § 1692e and 1692f.
32. That plaintiff and its counsel violated the FDCPA by alleging at least two different amounts due on the account (as is more fully explained above in the SCCPC counterclaim at paragraph 21) which violates 15 U.S.C. § 1692e(2) and 1692f(1).
33. That plaintiff and its counsel violated the FDCPA by filing affidavits (in this case and others) signed by plaintiff's counsel to be used as verified statements of account even though plaintiff's counsel lacked personal knowledge of the facts alleged in those affidavits (as is more fully explained above in the SCCPC counterclaim at paragraph 22) which violates 15 U.S.C. § 1692e and 1692f.
34. That, upon information and belief, plaintiff and its counsel violated the FDCPA in

other such manners and through utilizing such methods as may be shown through discovery and proved at trial.

35. That as a direct and proximate cause of the actions of plaintiff and its counsel, defendant has had to incur vehicle mileage expenses, lost wages, and legal fees in order to recover her damages in this case, and has incurred such other damages as may be shown through discovery and proved at trial.
36. That defendant is entitled to recover her actual damages as may be proved at trial and \$1,000.00 in statutory damages plus her attorney's fees and the costs incurred in pursuing this action as authorized pursuant to 15 U.S.C. § 1692k(a).

THIRD COUNTERCLAIM – SCUTPA VIOLATION
(As to Plaintiff & Third-Party Defendant)

37. That each and every allegation and defense as set forth above is realleged and incorporated by reference as if set forth fully herein.
38. The factual allegations above, plus any facts that defendant may later establish at any hearing or trial in this matter constitute a violation of the South Carolina Unfair Trade Practices Act (“SCUTPA”), as may be found at South Carolina Code Sec. 39-5-10 *et seq.*.
39. To establish a violation of the SCUTPA, the defendant must establish that plaintiff or its counsel have engaged in either unfair methods of competition or deceptive acts and practices in the conduct of any trade or commerce in South Carolina. It is also necessary to show that the improper conduct have an adverse impact upon the public interest, which requires that the improper conduct have the potential for repetition, which may be shown either by showing that the same kind of actions

happened in the past or by showing that the plaintiff's, or its counsel's, procedures create a potential for repetition of the improper conduct.

40. A violation of the SCUTPA allows any person who has lost money or property as a result of the unfair or deceptive acts or practices to recover actual damages, plus reasonable attorney fees and costs. If the court finds that the SCUTPA violation was willful or knowing, then the court must award treble damages, and may provide such other relief as is necessary or proper.
41. Plaintiff's actions which are alleged above to be unfair, unconscionable, false, misleading or deceptive violate the SCUTPA.
42. Plaintiff is a debt buyer. Plaintiff's counsel is a debt collection law firm. As part of their normal business operations, they file lawsuits against consumers in an attempt to collect debts. These lawsuits that are filed by plaintiff and its counsel constitute part of their normal trade or commerce in the state of South Carolina.
43. Upon information and belief, plaintiff's, and its counsel's, debt collection complaints against other consumers in this state are substantially similar to the debt collection complaint filed against the defendant. This demonstrates the element of potential for repetition which is required in order to violate the SCUTPA.
44. Plaintiff and its counsel either knew or should have known that they were filing lawsuits that violated the rules and statutes indicated above.
45. Plaintiff and its counsel have failed to exercise due diligence in reviewing and filing improper lawsuits against both defendant and other South Carolina consumers.
46. Plaintiff's, and its counsel's, actions in filing lawsuits that violated the rules and statutes indicated above were unfair or deceptive.

47. Plaintiff's, and its counsel's, actions in filing lawsuits that violated the above rules and statutes were knowing or willful.
48. Plaintiff and its counsel should be enjoined from any further violations of the SCUTPA.
49. Defendant reserves the right to establish such other violations of the SCUTPA as defendant may be able to prove at any hearing or trial in this matter.

FOURTH COUNTERCLAIM – NEGLIGENCE PER SE
(As to Plaintiff and Third-Party Defendant)

50. That each and every allegation and defense as set forth above is realleged and incorporated by reference as if set forth fully herein.
51. That the actions of plaintiff and its counsel alleged above which violate any statute constitute negligence per se under South Carolina law.
52. That plaintiff and its counsel owed a duty to defendant to avoid violating any of the above rules or statutes.
53. That the failure of plaintiff and its counsel to follow the rules and statutes indicated above are the proximate cause of damages to the defendant, including defendant's need to incur otherwise unnecessary legal fees and expenses in defending plaintiff's unwarranted legal actions and pursuing recovery of those damages in this counterclaim.

FOURTH DEFENSE

54. That defendant expressly reserves the right to assert any other defenses that may be available at law or equity.
55. Defendant alleges that her damages from her counterclaims are in excess of \$7,500, and in excess of the jurisdictional limits of the magistrate court where this

action was originally filed.

WHEREFORE, having fully responded to plaintiff's complaint, defendant prays this Court for the following relief:

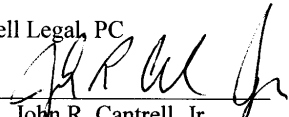
1. That plaintiff's complaint be dismissed;
2. That plaintiff have and recover nothing from defendant;
3. That defendant be given a jury trial on all matters so triable;
4. That this Court enter a judgment in favor of defendant ruling that defendant is either not indebted to plaintiff or indebted in a lesser amount than claimed by plaintiff;
5. That defendant have and recover from plaintiff and its counsel a sum to be determined by the court for compensation for defendant's actual damages;
6. That defendant have and recover from plaintiff and its counsel a sum to be determined by the court for compensation for defendant's attorney fees and costs;
7. That defendant have and recover from both plaintiff and its counsel separately the sum of \$1,000.00 each in statutory damages for each violation of S.C. Code 37-5-108;
8. That defendant have and recover from both plaintiff and its counsel separately the sum of \$1,000.00 each in statutory damages for all violations of the FDCPA;
9. That the court issue an injunction preventing the plaintiff from any further violations of the SCUTPA (S.C. Code Sec. 39-5-10);
10. That the court award treble damages against the plaintiff and its counsel for violations of S.C. Code Sec. 39-5-10, if appropriate;
11. That the court award punitive damages against the plaintiff or its counsel for any

actions that the court finds to be either reckless, willful, or intentional;

12. For such other and further relief as this Court deems just and proper.

March 8, 2018

Cantrell Legal, PC

By: 

John R. Cantrell, Jr.

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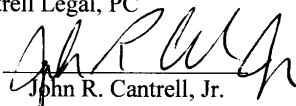
CERTIFICATE OF SERVICE

This is to certify that the undersigned has this day served the attached Defendant's First Amended Answer & Counterclaim on the plaintiff by depositing a copy hereof, first-class postage prepaid, in the United States mail, addressed to the party or the attorney for each said party as follows:

Joseph E. Brown, Esq.
Cooling & Winter, LLC
220 N. Main St., Suite 500
Greenville, SC 29601

Dated this March 8, 2018.

Cantrell Legal, PC

By: 

John R. Cantrell, Jr.

Attorney for Defendant

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF DORCHESTER

2018-CP-18-0729

Portfolio Recovery Associates,)

Plaintiff

) TRANSCRIPT OF RECORD

-vs-

)

) October 23, 2019

Jennifer Campney,

)

Defendant

)

) St. George, South

) Carolina

B E F O R E:

The Honorable Diane S. Goodstein, Judge

A P P E A R A N C E S:

Joseph E. Brown, Esquire
Salvatore Louis Schiappa, III, Esquire
Attorneys for the Plaintiff

John R. Cantrell, Jr., Esquire
Attorney for the Defendant

Reported By:

Yvestre Torres, OCR
Circuit Court Reporter for the
First Judicial Circuit

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EXHIBITS

<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EVIDENCE</u>
P-1	Bill of Sale	3	31/92
P-2	Load Data Sheet	3	38
P-3	Billing Statement	3	45
D-1	Damages List	3	100
D-2	Pay Stubs	3	110
D-3	Milage Rates	3	111
D-4	Timeline	3	114
D-5	Retainer Agreement	3	116
D-6	Order (Dismissal)	119	
D-7	Order (sanctions)	3	
D-8	Plaintiff Response	3	168
D-9	C and W Response	3	168
D-10	Plf. Sup. Response	3	168
D-11	CD	3	118

1 THE COURT: Yes.

2 MR. CANTRELL: We're going to proceed with
3 our pre-trial motion in limine.

4 THE COURT: Okay.

5 MR. CANTRELL: We would ask that the Court
6 exclude certain evidence in the trial of this case based
7 on South Carolina Rules of Evidence 402, 403 and 602.
8 In particular, Your Honor, we want to remind the Court
9 that this is a cause of action for account stated.

10 So if the evidence presented doesn't meet
11 one of the elements of that cause of action, it's not
12 relevant. That's our position. The evidence is
13 supposed to be excluded upon virtue of the evidentiary
14 rules -- I'm sorry -- irrelevant evidence. I think
15 I said that backwards. Irrelevant evidence should be
16 excluded based on the evidentiary rules. I think that's
17 Rule 402 of the South Carolina Rules of Evidence.

18 So we would ask that Your Honor prohibit
19 unnecessary waste of time by the presentation of any
20 evidence that might be irrelevant.

21 THE COURT: And you'll make those objections
22 at the time that the evidence is presented?

23 MR. CANTRELL: We can do that.

24 THE COURT: Okay.

25 MR. CANTRELL: I just wanted to make sure

1 we had advanced notice of some issues that are likely to
2 arise in this particular case and to cover them in case
3 that was necessary. So does Your Honor not want to hear
4 my motion? I don't know ---

5 THE COURT: Sure. Well, let me see if I can
6 explain. I'm happy to hear from you with regards to
7 this area because I will certainly be on the lookout,
8 but you're going to have to make the objection as the
9 evidence is offered.

10 Let me just share with you that typically
11 and normally what happens, certainly to me when I try
12 cases, I'm always happy to have motions in limine
13 because I do know what to be looking for. But as you
14 begin the trial of the case, you don't know the case --
15 you know this case. You've had it for a very long time,
16 you've lived with it. I know very little about the
17 underlying facts, quite frankly, very little, even
18 though I've heard some motions, I have very little
19 information about it.

20 And so when you consider, particularly,
21 the issue of relevancy, and the issue of relevancy
22 is what issue which is of consequence to the litigation
23 does this evidence make more probable or less probable?
24 Obviously, that's a very broad consideration. And so
25 it's very difficult to make that ruling in a vacuum when

1 I know so little about the case.

2 Having said that, motions in limine are one
3 of those items, though I rarely grant them, I'm always
4 grateful for them because it's -- just as you said,
5 it previews, all right, Judge, these are going to be
6 matters that we think are at issue, and it just helps
7 me know what to be thinking about, contemplating what
8 to look out for. So it's a good thing. But rarely do
9 I grant motions in limine only because I know so little
10 about the case. It's hard to do that in a vacuum.

11 MR. CANTRELL: Understood, Your Honor.
12 Fair enough. Well, briefly, let's see -- so Rule 8(a),
13 Rules of Civil Procedure, says a complaint should
14 include a short and plain statement of the facts.
15 And procedurally the process requires meaningful notice
16 of the facts that are being alleged so that we can
17 properly prepare our response.

18 So we have based our responses on the
19 complaint as it is situated. We believe that the
20 Plaintiff shouldn't be allowed to vary from the facts
21 that's alleged in the complaint because that would put
22 us at an unfair advantage, and they should be limited
23 by the allegations in their complaint.

24 I don't think that's an unreasonable ruling
25 to limit them in that regard because that's the only

1 facts anybody knows is what's in there, that's what they
2 asked for. You can't give them more than they ask for,
3 I don't think. I hope you can't, but that's our
4 position, Your Honor.

5 So one of the things they're required to
6 prove for the account stated cause of action is
7 presentation of a statement of the account to the
8 Defendant. So if you look in the complaint, they allege
9 in there in Paragraph 4 that after giving credit for all
10 payments received or credits applied, if any, as of May
11 22, 2015, the Defendant owes Plaintiff \$4,236.78 as
12 evidenced by the statement contained within Exhibit 2.
13 Exhibit 2 is an alleged account statement from Synchrony
14 Bank which shows that amount as the balance due on the
15 account.

16 And -- let's see -- and then in Paragraph 5
17 of the complaint, right after that, it says, the
18 parties, and remember who the parties are, it's PRA and
19 my client, Ms. Campney, either expressly or impliedly
20 agreed that this statement or statements, and there's
21 only one today, as I mentioned, statement or statements
22 were true and was due to be paid then or some other
23 specified time. That pretty well cites the element
24 language of that cause of action.

25 Since this alleged statement, this May 20 --

1 no, I'm sorry -- this April 23, 2015 statement that is
2 attached to Exhibit 2, since it's the only one that
3 shows that alleged balance, and since they've alleged
4 that this statement was the one that was presented to
5 the Defendant to create this account stated, they should
6 be restricted from attempting to introduce any other
7 alleged account statements.

8 Typically, in these cases, we get a pile of
9 account statements. But it's not necessary if you have
10 alleged this is the account statement that is presented
11 to the Defendant, and this is what she agreed to, that
12 they're alleging.

13 So they shouldn't -- the Court shouldn't
14 allow into evidence any account statements, other than
15 that one, because it will just waste their time,
16 and it's not relevant to the issue of an account stated,
17 if there wasn't also an agreement to each one of those,
18 which would raise an interesting statute of limitations
19 question because, you know, if each one is a separate
20 account then you've got statute of limitation issues
21 going back for a couple of years.

22 But, that being said -- so we're asking the
23 Court to limit them to that account statement that they
24 alleged was the one that was presented to the Defendant,
25 and that they show that my client agreed to that

1 statement of the account and not some other one that
2 they may try to introduce in a big pile of statements.
3 So that's one of the things we're asking the Court to
4 do.

5 And also in Paragraph 5, they said the
6 parties agreed, either expressly or impliedly. We know
7 they abandoned expressed, and they're going with an
8 implied agreement. That's their -- that's how this has
9 developed. That means that -- they said the parties
10 agreed, that means the Plaintiff is alleging that the
11 account stated was created directly between PRA and
12 Ms. Campney, instead of being created between Synchrony
13 Bank and Ms. Campney and then assigned. You see they
14 said the parties agreed.

15 So they should be limited to proving that,
16 instead of trying to prove, well, there was an
17 assignment. See from this perspective, really the
18 assignment doesn't become relevant because if they have
19 an original agreement with my client that a certain
20 amount was owed at a certain time, they don't need the
21 assignment.

22 On the other hand, if they're allowed to
23 vary from the language of their complaint and say, well,
24 not the parties but Synchrony Bank and Ms. Campney
25 agreed, and it was assigned, that's not what's in the

1 complaint. So we're preparing to defend the complaint,
2 which said that the parties agreed. So they need to
3 prove agreement between PRA and my client, in my
4 opinion, based on the complaint and not between
5 Synchrony.

6 And there has been some waffling on that
7 point during the litigation, so that is the real issue
8 here. And if Your Honor could decide, you know, that
9 the complaint says that's what they're prepared to
10 defend, that's what the Court is prepared to rule on,
11 then I think that would help us along if they were
12 limited to the allegations in their complaint in that
13 regard about who this agreement is between.

14 It would also simplify the matter because
15 the assignment issue becomes unimportant at that point
16 because even if there had been a previous assignment,
17 there's always the right to create a new agreement,
18 a new settlement or resolution of a debt, a new contract
19 in essence, because an account is really a type of
20 contract action. So that's essentially what's being
21 created, a new contract. So it doesn't matter about the
22 assignment, if their allegations are strictly construed.

23 Now if Your Honor wants to respond to those
24 so far, that's fine.

25 THE COURT: No.

1 MR. CANTRELL: And then there's,
2 additionally, based on Rule 602 -- 602 is the rule that
3 requires personal knowledge. We're asking the Court
4 to exclude any testimony by any document custodian,
5 or other witness, regarding any documents which the
6 Court may allow into evidence or not, unless the Court
7 finds that the witness had, in addition to any custodian
8 capabilities, personal knowledge of how that particular
9 document was created and maintained by the original
10 entity who created the document.

11 We also are asking the Court to accept --
12 we've got a lot of cases that say, well, you have to
13 have this personal knowledge, but then they don't define
14 it, right. Well, we're asking the Court to come to a
15 definition of personal knowledge so that we can't waffle
16 around on that, and I don't find a good South Carolina
17 case on that. But I did find one out of Wisconsin
18 that's cited in my brief, Central Bank v. Duncan.

19 And the Court there said personal knowledge
20 means the witness perceived the event through one of
21 the five senses, and can accurately narrate the memory
22 of those perceptions in court, typical wreck case,
23 you know, I saw the wreck. But if you tell your wife
24 I saw the wreck, and she says, well, you know, he saw
25 the wreck, that's hearsay, right.

1 So it's the same here. You've got to have
2 personal knowledge in order -- and that personal
3 knowledge shouldn't come, oh, I looked at a business
4 record, and the record said. That's just written
5 hearsay, Your Honor. So we would ask that Your Honor
6 restrict this term personal knowledge to one of the five
7 senses.

8 In this particular case, the Central Bank
9 case, there was an attorney that had filed an affidavit,
10 and he alleged that he had personal knowledge of the
11 events, but the Court said there's no basis in his
12 affidavit for concluding that. His affidavit cites his
13 involvement, and the current litigation is his sole
14 basis for his knowledge. Thus, any knowledge of the
15 described events was necessarily obtained by post-hoc
16 document review.

17 And we do have a South Carolina case that
18 addresses this issue. It's an unpublished case, so
19 I attached it to the motion for your consideration.
20 It was decided by Judge Clifton Newman, and that was
21 back in 2014. And he had a footnote at the very end
22 of that case, which I think the Court should consider.

23 He said should this Court find that the
24 documents were admissible under the business records
25 exception to hearsay, it is important to note other

1 problems and inquiries related to the admissibility
2 of the documents would not automatically be absolved.

3 While the witness responsible for
4 maintaining the records in question may serve as a
5 records custodian to authenticate the documents, she may
6 not discuss information contained in the records in an
7 attempt to explain the contents of the records to a
8 factfinder without a demonstration of personal knowledge
9 of the contents of the document. A sponsoring witness
10 would instead be necessary for that discussion.

11 This is also a problem sometimes in these
12 cases where we've got somebody that says, well, I'm the
13 document custodian, here's the document, let me tell you
14 all about it. But Judge Newman said without that extra
15 step, the personal knowledge required by 602, you can't
16 get there. You can just, at best, get the document in,
17 if you meet the qualifications of the Uniform Business
18 Records Evidence Act and the hearsay exception -- the
19 business records exception to the hearsay rule under
20 803(6).

21 So we should -- we're asking the Court to
22 exclude any attempted oral testimony about any documents
23 consistent with also Rules 1002 and 1003, sometimes
24 called the best evidence rule, or more appropriately
25 the original document rule, or the document speaks

1 for itself rule because it basically says that only
2 the original documents are evidence of their content,
3 and you can't prove that by oral testimony, citing two
4 Supreme Court cases for that proposition as well.

5 And, in addition, the discovery request
6 in here asked them to produce all documents they
7 intended to use in a trial or hearing. So to the extent
8 it hadn't been produced before today, we would ask the
9 Court to rule that those documents are also excluded
10 pursuant to -- for failure to produce them before this
11 time.

12 THE COURT: Got it.

13 MR. CANTRELL: That's my motion in limine.

14 THE COURT: Very well. At this point,
15 I'm going to deny the motion in limine simply because
16 I don't know anything about the case. You are correct
17 when you discussed the business records and the
18 exception.

19 Where that typically will become an issue
20 is when it does come in under the Business Records As
21 Evidence Act, and that handles certainly a level of the
22 hearsay. It may not handle all levels of hearsay, but
23 when there are levels of hearsay, each and every level
24 must be accounted for. So we'll just have to see where
25 we are as we come to that particular document.

1 MR. CANTRELL: Understood, Your Honor.

2 THE COURT: And that certainly is what Judge
3 Newman is talking about. What oftentimes happens is if
4 you have a medical malpractice case, for example, a
5 document may come in under the business records as an
6 exception act, but as you look at the document you have
7 various opinions of different medical providers.

8 Well, that doesn't -- the fact that it came
9 in as a business record does not allow those levels
10 of hearsay, those opinions from those doctors to come
11 in. That has to be testified to, but that doesn't mean
12 that -- other parts of the record certainly could come
13 in, you know, that such and such person was present
14 at the particular time, this medication was administered
15 at a particular time and the like. But certainly there
16 are items that could not come in, and we'll just have
17 to see when we get there, and I'm so excited that you
18 raised it.

19 MR. CANTRELL: Well, thank you, Your Honor.
20 We appreciate your consideration of it.

21 THE COURT: Well, you know, again, what
22 happens -- what is true, whether it is a bench trial
23 or a jury trial, it is always so helpful to know what
24 counsel is looking at as being potential issues.
25 It's really, really helpful. But, again, it's very

1 difficult to rule in a vacuum. And in that this is
2 a bench trial, I have the luxury of hearing your motion,
3 knowing what to pay attention to as being issues, and
4 I will deal with them as they come. Thank you.

5 MR. CANTRELL: Certainly, Your Honor.

6 THE COURT: Thank you so much. Now any
7 response to what I've just said?

8 MR. BROWN: No, Your Honor. I mean,
9 I understand exactly. But I would like to introduce,
10 this is Louis Schiappa from our Atlanta office in
11 Georgia.

12 MR. SCHIAPPA: Good morning, Your Honor.

13 THE COURT: Welcome to the country.

14 MR. SCHIAPPA: Thank you. Thank you. I was
15 admitted to practicing in Georgia in 2006 and in South
16 Carolina in 2014. So, I'm here to assist.

17 THE COURT: You know what people say about
18 that. Why would you take two bars?

19 MR. SCHIAPPA: I swore off taking another
20 bar exam in 2006, but I had second thoughts and decided
21 to do it again. Glad to be here. Here to help out in
22 any capacity.

23 THE COURT: And is the Plaintiff here as
24 well?

25 MR. CANTRELL: Not at this time, Your Honor.

1 THE COURT: Okay.

2 MR. CANTRELL: However, we are ready to
3 proceed at Your Honor's convenience.

4 THE COURT: Sure. Absolutely. Well, what
5 I would like to do is -- all right. We'll do the plea.
6 Y'all be at ease. Just move your things down. You
7 don't have to remove them. I'll take this plea, and
8 then I can focus on you guys for the rest of the day.

9 (Recess taken.)

10 (Back on the record.)

11 THE COURT: Yes, sir. Are you ready to
12 proceed?

13 MR. BROWN: I am, Your Honor.

14 THE COURT: Very well. Call your first
15 witness.

16 MR. BROWN: May it please the Court,
17 Your Honor.

18 THE COURT: Yes.

19 MR. BROWN: Again, Joseph Brown here on
20 behalf of Portfolio Recovery from Cooling and Winter.
21 The first witness would be Larry Andrews.

22 MR. LARRY ANDREWS, was called as a witness,
23 being duly sworn, was examined and testified as follows:

24 THE COURT: All right. Your witness.

25 MR. BROWN: Thank you, Your Honor.

1 DIRECT EXAMINATION

2 BY MR. BROWN:

3 Q. Mr. Andrews, where are you employed?

4 A. Portfolio Recovery Associates, LLC.

5 Q. Okay.

6 MR. BROWN: And, Your Honor, we normally refer
7 to Portfolio Recovery as PRA. Can we ---

8 THE COURT: You certainly can.

9 MR. BROWN: --- refer to that going forward?

10 THE COURT: Yes.

11 BY MR. BROWN

12 Q. And how long have you worked there?

13 A. It will be 17 years in December of this year.

14 Q. Okay. And have you always worked at PRA?

15 A. No.

16 Q. Where else have you worked?

17 A. GE Capital, Bank of America, Portfolio.

18 Q. Okay. And GE Capital, what position do you hold
19 at GE Capital?

20 A. At GE Capital, I worked as a collector and
21 sometimes skip tracer.

22 Q. Okay. And how long did you work there?

23 A. Almost four years.

24 Q. Four years?

25 A. Yes.

1 Q. And are you familiar with their standard
2 operating procedures?

3 A. Yes.

4 Q. Okay. And can you tell us a little bit about
5 your duties in those positions with GE Capital?

6 A. With GE Capital, I'll make calls out and receive
7 calls in, locate defendants or delinquent customers,
8 located them, got new phone numbers, received collection
9 phone calls, made collection phone calls out.

10 Q. Okay. And as part of your employment there,
11 did you receive training?

12 A. Yes.

13 Q. And was that just training in the departments
14 that you were working in?

15 A. The department I worked in, but we had also
16 training on other departments also just to have the
17 knowledge.

18 Q. Okay. And what position do you currently hold
19 with Portfolio Recovery?

20 A. I hold the position of the custodian of records.

21 Q. Okay. And how long have you been the custodian
22 of records?

23 A. I would say eight years.

24 Q. Eight years?

25 A. Yes.

1 Q. And I believe you were with the dispute
2 department for seven years?

3 A. That is correct.

4 Q. Okay. Could you explain some of your duties
5 as the custodian of records?

6 A. Custodian of records, my duties are to review
7 complaints, affidavits, review the documents to what
8 we have in our system to verify that the information
9 is correct, have it notarized with a notary.

10 Q. Okay. And could you tell us where PRA is
11 located?

12 A. PRA is located at 120 Corporate Boulevard in
13 Norfolk, Virginia.

14 Q. Okay. And what type of business is PRA?

15 A. PRA is a business. They buy delinquent
16 or charged off consumer credit cards.

17 Q. Okay. And are you familiar with the process
18 of purchasing that?

19 A. I am familiar with that process, yes.

20 Q. Can you explain that to the Court?

21 A. For instance, GE might offer certain ---

22 MR. CANTRELL: Objection. Your Honor,
23 there's a lack of foundation as to his knowledge of the
24 sale process. He testified that he works there as the
25 custodian of records. He hadn't testified that he's

1 been involved in the sale process at all. So that
2 knowledge, we believe, would be hearsay, or come from
3 some other source than personal knowledge. So we would
4 object to that testimony.

5 THE COURT: All right. He's talked about
6 it. He was cross trained. You can lay a little bit
7 more foundation.

8 MR. BROWN: Okay.

9 BY MR. BROWN:

10 Q. Mr. Andrews, as part of your employment with
11 Portfolio Recovery ---

12 A. Okay.

13 Q. --- do you do annual training with that company?

14 A. Yes, sir. We do annual training with
15 acquisitions, which would be the department that
16 purchased the accounts. We do the federal -- the FD CPA
17 also. Training wise, that would be it.

18 Q. Okay. And so based on that training, you're
19 familiar with how the process is ---

20 A. That is correct.

21 Q. --- done?

22 A. That is correct.

23 MR. CANTRELL: Objection, Your Honor.

24 THE COURT: And the nature?

25 MR. CANTRELL: It's still -- he still does

1 not have the foundation. He says that he goes to these
2 trainings. Again, somebody is telling him what that
3 department does. He's trying to repeat that back.
4 He has no personal experience. He did not participate
5 in this with his five senses. He has no personal
6 knowledge, talking about the case we talked about
7 earlier. He has only heard somebody tell him what they
8 do, and he's repeating that to us, and that's hearsay,
9 Your Honor.

10 THE COURT: Thank you so much. Overruled.
11 You may proceed.

12 BY MR. BROWN:

13 Q. Can you please tell us how the process works?

14 A. Yes. The process works as -- for instance,
15 GE offers a sale of accounts that have gone delinquent.
16 And their process is to write them off as a bad debt.
17 They offer to sell to different organizations.
18 Portfolio is, I believe, one of the companies they deal
19 with. They offer their accounts -- they offer a sample
20 of the accounts to GE -- I'm sorry -- to Portfolio.
21 Portfolio reviews the accounts to verify the information
22 that's provided to them is correct.

23 Once they are satisfied with that process,
24 they talk about the dollars, or how much they're going
25 to spend for the account, how many accounts would be

1 in the pool. Once that has been established and then
2 the transfer of money funds, a bill of sales is drawn up
3 for the purchase of all the accounts that's inside that
4 pool.

5 The accounts are then uploaded into Portfolio's
6 system electronically. A letter goes out to the
7 accountholders or the debtors to let them know that the
8 account has now been purchased by Portfolio. And if you
9 have any questions or concerns, they send out a letter
10 to inform them that and phone numbers to call in if they
11 have any concerns.

12 Q. Okay. Thank you. And you stated that as part
13 of your duties, you're required to become familiar with
14 certain accounts; is that correct?

15 A. That is correct.

16 Q. And in this case, did you -- are you familiar
17 with the records of the account of Jennifer Campney?

18 A. I am.

19 Q. And are you familiar with how these records were
20 produced and stored?

21 A. I am.

22 Q. Okay. And you're also familiar with standard
23 operating procedures, not only at GE Capital, but also
24 at Portfolio Recovery?

25 A. That is correct.

1 MR. BROWN: Your Honor, may I approach the
2 witness?

3 THE COURT: You may.

4 BY MR. BROWN:

5 Q. Mr. Andrews, I hand you what has been marked
6 Plaintiff's 1 for identification. Do you recognize
7 that?

8 A. Yes, I do.

9 Q. How do you recognize that?

10 A. This is a common document that we use in business
11 every day at Portfolio. It's a bill of sale that was
12 drawn up by Synchrony Bank/GE for the purchase of
13 accounts.

14 MR. CANTRELL: Objection. Your Honor,
15 he ---

16 THE COURT: He hadn't offered it yet.

17 MR. CANTRELL: Okay.

18 THE COURT: Now have you seen these
19 documents?

20 MR. CANTRELL: I have, Your Honor.

21 THE COURT: Okay. Very well.

22 BY MR. BROWN:

23 Q. And, Mr. Andrews, is that a true and accurate
24 copy of what it purports to be?

25 A. Yes.

1 Q. And who produced that document?

2 A. That would be Synchrony Bank/GE.

3 Q. Okay. And do you know how that document was
4 produced?

5 A. Yes. The document was produced after the two
6 entities, Synchrony Bank and Portfolio, PRA, discussed
7 the matters of how many accounts and what dollar amount
8 they would pay for the accounts.

9 Q. Okay. And are you familiar with how it was
10 stored?

11 A. Yes.

12 Q. Okay. And they -- Synchrony Bank provided that
13 document to PRA?

14 A. That is correct.

15 Q. And was that document prepared near the time
16 of the event recorded?

17 A. Yes.

18 Q. And was that document prepared by someone with,
19 or from the information transmitted by a person with
20 knowledge?

21 A. Yes.

22 Q. And is that document prepared in the regular
23 course of business?

24 A. Yes.

25 Q. And is that document stored in the regular course

1 of business?

2 A. It is.

3 Q. And is that a document that PRA also stores in
4 their regular course of business?

5 A. Yes, it is.

6 MR. BROWN: Your Honor, at this time,
7 I would ask to move Plaintiff's 1 into evidence.

8 MR. CANTRELL: Your Honor, we would ---

9 THE COURT: Yes, sir.

10 MR. CANTRELL: Your Honor, we would object.

11 THE COURT: All right. What's the basis?

12 MR. CANTRELL: On several grounds.

13 THE COURT: All right.

14 MR. CANTRELL: Let's start with relevance.

15 Your Honor, if you will, do you have a copy of this
16 document so that you can see it? Your Honor, do you
17 have a copy of ---

18 THE COURT: Has it been marked for
19 identification purposes?

20 MR. BROWN: Yes, it has, Your Honor.

21 MR. CANTRELL: It will help the record,
22 so it's fairly important.

23 THE COURT: Okay.

24 MR. CANTRELL: I'll give Your Honor a chance
25 to read the paragraph. It's not too long.

1 (Pause.)

2 THE COURT: Okay.

3 MR. CANTRELL: Your Honor, my first
4 objection is relevance. Let's look at this document.
5 You'll see this is a bulk transfer. It says that in
6 further consideration of the mutual covenant conditions
7 set forth in the ---

8 THE COURT: You have to slow down for my
9 court reporter.

10 MR. CANTRELL: I apologize. I do talk too
11 quickly, and I apologize to the court reporter. I will
12 work on that. As set forth in the forward flow
13 receivables purchase agreement, which they called the
14 agreement or sale contract assignment. It means the
15 same thing.

16 It says that they're selling this to the
17 buyer without recourse as set forth in the agreement.
18 They mentioned that again. To the extent of its
19 ownership, quick claim language, the receivable set
20 forth in the notification files as defined in the
21 agreement, delivered by buyer to seller on June 22,
22 as further described in the agreement.

23 You see a whole lot of agreement in here.
24 What you don't see is any agreement here. And you also
25 don't see any mention of my client's account.

1 So there's no proof based on this document that my
2 client's account is included. If it's not included,
3 it's irrelevant.

4 So we have a document that's objectionable
5 because of relevance. We also have a document which
6 I believe is hearsay, Your Honor. This is a Synchrony
7 Bank record, not a PRA record. Remember, Mr. Andrews
8 is a document custodian for PRA, so how is he going to
9 authenticate this document? I think that's a problem.

10 So we've got a hearsay problem; we've got
11 an authentication problem. We've also got the problem
12 of completeness. This is not complete agreement.
13 It incorporates by reference two documents which are
14 not included. You've got this -- the main agreement,
15 the assignment itself.

16 There's just one little paragraph in the
17 bill of sale that says everything depends on this
18 agreement, which were not produced. It says there
19 are covenants and conditions. It says it's without
20 recourse, except as set forth in the agreement.
21 So maybe Synchrony Bank retained some interest in this
22 and is an essential party. We don't know because we
23 don't have the agreement.

24 It says to the extent of its ownership.
25 It's not even guaranteed that they own these files

1 they're transferring, and there's another missing part,
2 the notification file. That's the one that actually
3 lists the accounts included in this bulk transfer.
4 We don't have it.

5 So we have a problem with relevance,
6 with hearsay. We have a problem with authentication;
7 we have a problem under the Uniform Business Records
8 as Evidence Act. You will notice -- and the hearsay
9 exception to the rule.

10 You will notice, you know, he talked about
11 how he knew all this stuff about some other company's
12 records, but we don't know that. But more importantly,
13 Your Honor, it's an incomplete document. It's not
14 relevant because it doesn't transfer to my client's
15 file, and so I don't think that -- unless they're
16 willing to produce the whole entirety of the contract,
17 this by itself, is insufficient because everything
18 depends on this agreement, which they have not produced,
19 and was asked for in discovery, but it was not produced.
20 So, I think without that, they cannot prove that this
21 is relevant to this case, Your Honor.

22 THE COURT: All right. Yes, sir, Mr. Brown.

23 MR. BROWN: Well, first off, Your Honor, the
24 agreement that is just mentioned in the bill of sale,
25 it's not referencing, is attached hereto, or anything

1 like that. So it's not made a part of this actual bill
2 of sale. It is only referenced and mentioned within
3 that paragraph.

4 That is a document that is between Synchrony
5 Back and PRA. It's not between Ms. Campney; it's not
6 between any other party. It's between those two
7 individual parties. It's proprietary between those
8 parties, and it's not really relevant for the trial of
9 this case. I mean, it's just between those two parties,
10 and that's it. As for the authentication and the
11 hearsay -- may I approach, Your Honor?

12 THE COURT: You may.

13 MR. BROWN: I'm going to provide the Court
14 with a case. It's Deep Keel v. Atlantic Private Equity.
15 And, Your Honor, this is a case in which there was
16 a debt purchased by Deep Keel, and within this case
17 there are several things that the Court holds.

18 First as to authentication, the standard
19 for authentication ---

20 THE COURT: Authentication. Yes, sir.

21 MR. BROWN: --- authentication requirement
22 does not -- it's not a very high standard. It only
23 demands that they demonstrate that it is what it
24 purports to be, and that the Court may, in its review
25 of it, find that it is what it purports to be, and it's

1 authenticated. It doesn't have to produce or say who,
2 where, why and how. I mean, that's not a requirement.
3 Also the case goes on, Your Honor, to discuss the
4 hearsay exception and also the business records
5 exception.

6 THE COURT: Let me ask you this question,
7 Mr. Brown. The concern that I have about this document
8 is it does not specifically refer to this particular
9 account; however, are we going to get there?

10 MR. BROWN: Yes, ma'am, we are.

11 THE COURT: All right. Well, then, at this
12 time, I am going to conditionally admit it,
13 understanding that you will tie up the end to this
14 particular account.

15 MR. BROWN: Yes, ma'am.

16 THE COURT: And if you fail to tie that up,
17 then it would be inadmissible.

18 MR. BROWN: Correct, Your Honor,
19 I understand.

20 THE COURT: But we'll deal with that if
21 that's necessary. At this point, I'm going to
22 conditionally admit it.

23 MR. BROWN: Okay.

24 (Plaintiff's Exhibit 1 was conditionally admitted into
25 evidence.)

1 THE COURT: All right. Very well. You may
2 proceed.

3 MR. BROWN: Thank you, Your Honor.

4 BY MR. BROWN:

5 Q. Mr. Andrews ---

6 MR. BROWN: Your Honor, my questions got
7 mixed up here.

8 BY MR. BROWN:

9 Q. Can you tell me exactly what you have in front
10 of you?

11 A. It would be the bill of sale that's between the
12 entities, which would be PRA and Synchrony Bank.

13 Q. Okay.

14 A. Once they have come to an agreement, and the bill
15 of sale is issued to Portfolio, it is assigned a pool ID
16 number. The pool ID number, we are not able to add that
17 to this document, but when you go to PRA net under this
18 particular account, you will see what the pool ID number
19 is?

20 MR. CANTRELL: Objection.

21 THE COURT: Okay.

22 MR. CANTRELL: He's referring to documents
23 that are not in evidence. The best evidence rule
24 requires that you can't give oral testimony about
25 business records that haven't been presented to the

1 Court. We believe that testifying about a document that
2 he hasn't submitted before the Court for us to examine
3 and cross-examine is improper under Rule 1002 and 1003
4 of the South Carolina Rules of Evidence.

5 THE COURT: Overruled.

6 MR. BROWN: Okay, thank you, Your Honor.
7 You may proceed.

8 BY MR. BROWN:

9 A. Once again we are not able to put a pool ID
10 number on the particular bill of sale. But all the
11 accounts that's included in that pool ID would be under
12 that pool ID number.

13 Q. Okay. Thank you.

14 MR. BROWN: May I approach again,
15 Your Honor?

16 THE COURT: You may.

17 BY MR. BROWN:

18 Q. Mr. Andrews, I show you what has been marked
19 Plaintiff's 2 for identification. Do you recognize
20 that?

21 A. Yes.

22 Q. And how do you recognize that?

23 A. This is a document we use every day at Portfolio
24 or PRA. This is a -- I'm going to call it load data,
25 OLAD [sic.]. This contains all the information

1 pertaining to a particular account. We are not able
2 to bring to court all the accounts that was involved
3 in the pool sale. That would be 10,000 accounts.
4 The information that I would not be allowed to review
5 because I'm not PRA, per se. I'm just -- this is
6 information I would not be allowed to look at.

7 So this information here, instead of bringing
8 the big log of accounts that were involved in the pool
9 ID, which would be unlawful because you bring other
10 people's information to the Court, was not necessary.
11 PRA changed their document into a form that's more
12 readable and accessible only for that particular
13 account. This is the load data, which would give all
14 the information pertaining to that one particular
15 account only, and this is it here.

16 Q. Okay. And is that a true and accurate copy of
17 what it purports to be?

18 A. Yes.

19 Q. Okay. And that is a document that is prepared by
20 PRA?

21 A. It is.

22 Q. Okay. And are you familiar with how that
23 document is stored?

24 A. Yes.

25 Q. And are you familiar with how that document is

1 produced?

2 A. Yes.

3 Q. And do you have knowledge regarding that
4 document?

5 A. Yes.

6 Q. And was it prepared near the time of the
7 assignment?

8 A. It was.

9 Q. And is that document prepared in the regular
10 course of business?

11 A. It is.

12 Q. And is it stored in the regular course of
13 business?

14 A. It is.

15 MR. BROWN: Your Honor, at this time,
16 I would move Plaintiff's 2 for identification into
17 evidence.

18 THE COURT: Any objection?

19 MR. CANTRELL: Of course, Your Honor.

20 THE COURT: Okay.

21 MR. CANTRELL: This is an untitled document,
22 undated document. It doesn't tell us what it is.
23 We don't know who produced it, aside from the witness's
24 testimony trying to authenticate it. But we're back to
25 trying -- we're back to Rule 1002 and 602 and personal

1 knowledge and trying to tell us about this document when
2 it does not even identify itself.

3 I mean, we have what is a hearsay document,
4 Your Honor, first of all. We don't know anything about
5 it. I mean, just looking -- we can't tell if it's
6 Synchrony Bank or PRA. We don't know. And it appears
7 also, Your Honor, to be objectionable because it is an
8 improper summary under Rule 1006 for the South Carolina
9 Rules of Evidence.

10 Judge Newman in the case I attached earlier
11 to the motion in limine talks about improper summaries.
12 And if you look at 1006, it says that you can't prepare
13 a summary without meeting certain requirements. Let me
14 find the rule. It talks about the contents of the
15 voluminous writings, recordings, which cannot
16 conveniently be examined in court, but can be presented
17 in the form of a chart, summary or calculation ---

18 THE COURT: You've got to slow down for my
19 court reporter.

20 MR. CANTRELL: I'm sorry, Your Honor?

21 THE COURT: I need you to slow down for my
22 court reporter.

23 MR. CANTRELL: I apologize again.

24 Thank you.

25 THE COURT: It's okay. All the lawyers do

1 it when they read.

2 MR. CANTRELL: I do it regularly, and
3 I forget, but I apologize again. It says in regards
4 to this -- the second sentence -- the originals or
5 duplicates shall be made available for examination or
6 copying, or both, by other parties at a reasonable time
7 and place. So if you're producing a summary, you've got
8 to produce the underlying documents that the summary was
9 created from. We have no way of knowing if this summary
10 is accurate or not.

11 You know, it's very interesting. He talked
12 about he knows it's prepared near the time of the event.
13 There is no date field on here, so how can anyone know
14 when it was prepared? This document is so vague,
15 Your Honor, and so unconnected with anything that --
16 obviously, connected with any entity. I don't know how
17 you can make those assertions about the document at all.

18 It also appears since it has information on
19 it, like, a charge-off date, it appears to have been
20 made during the course -- in anticipation of litigation
21 -- during the litigation process. This is not a
22 business record in that sense because it was prepared
23 specifically for use in litigation. We have no
24 indication that it has been prepared as part of
25 a regular business process, other than litigating.

1 Remember, this is a debt buyer. They buy debt, and they
2 sue people. That's what they do.

3 So this document appears to have been
4 created after all of these transactions with Synchrony
5 Bank in anticipation with litigation. So we don't think
6 it's reliable, Your Honor. We don't -- I mean, there's
7 a whole bunch of stuff on here that doesn't even make
8 sense. There's a bunch of codes that haven't even been
9 explained. We don't know the extent of the witness's
10 knowledge about this. But we do know that it's an
11 improper summary. It is -- let's see -- and I would
12 argue that as an objection, Your Honor.

13 THE COURT: Okay. Overruled. You my
14 proceed.

15 (Plaintiff's Exhibit 2 was entered into evidence.)

16 MR. BROWN: Thank you, Your Honor.

17 BY MR. BROWN:

18 Q. Now, Mr. Andrews, just to be clear, the
19 information in this load data sheet is all the
20 information provided to you from Synchrony Bank
21 regarding this account?

22 A. It is.

23 Q. Okay. So y'all don't go through and pick and
24 choose what you put on it?

25 A. No, sir. Once the account has been purchased and

1 uploaded to our system, each account in that pool would
2 have been made up exactly the same, the same day
3 uploaded into the system. It's not made just for court.
4 We do not sue everyone that we have in our portfolio.
5 It's just a document that every account must have in
6 our system.

7 Q. Okay. And based on the information, can you
8 please tell me the name on this account?

9 A. Yes. The name on this account is Jennifer
10 Campney.

11 Q. And can you also tell me the last four of the
12 account number?

13 A. 1873.

14 Q. And I noticed that there are certain information
15 that's been redacted. Can you explain why that
16 information is redacted?

17 A. The Courts didn't care for Portfolio to leave
18 information like Social Security numbers, phone numbers,
19 birth dates without being redacted for the Courts.

20 Q. Okay. And can you tell the Court when the last
21 payment was on this account?

22 A. The last payment was made on this particular
23 account on October 15, 2014.

24 Q. To your knowledge, after that payment was made
25 were there any other payments made?

1 A. I would say no.

2 Q. Okay. And since no other payments were made,
3 do you know the date of charge off?

4 A. The date of charge off is May 22, 2015.

5 Q. Okay. And do you know what charge off means?

6 A. Yes, sir.

7 Q. Can you explain it to the Court, please?

8 A. Charge off means the account has not been paid
9 for the last six months. The monthly amount due was not
10 paid. So they have to write the account off as a bad
11 debt. And that's where Portfolio came into play on this
12 particular account. Once it was charged off as a bad
13 debt, the bulk of accounts was put up for sale.

14 Q. Okay. And just because it was charged off that
15 doesn't mean the balance is not due?

16 A. Correct.

17 MR. BROWN: May I approach the witness
18 again, Your Honor?

19 THE COURT: You may.

20 BY MR. BROWN:

21 Q. Mr. Andrews, I hand you what has been marked
22 as Plaintiff's 3 for identification. Do you recognize
23 those?

24 A. Yes.

25 Q. And how do you recognize those?

1 A. These are statements that was included in that
2 file that I received ---

3 Q. Okay.

4 A. --- for the Defendant.

5 Q. And who produced those statements?

6 A. They would have been produced by Synchrony Bank.

7 Q. Okay. And are those statements normally produced
8 by Synchrony Bank in the regular course of business?

9 A. Yes.

10 Q. Are they stored in the regular course of
11 business?

12 A. They are.

13 Q. And are they normally produced near or at the
14 time of the event?

15 A. Yes.

16 Q. Could you explain to the Court how those -- you
17 said you were familiar with GE Capital's procedure.
18 Can you tell the Court how those are produced?

19 A. Produced -- a consumer used a credit card to make
20 purchases within the next -- for the next 30 days.
21 Once the 30 days is up, all the charges, everything
22 is accumulated together to produce a statement that
23 should be mailed out to the defendant, or to the debtor,
24 per the law, Regulation Z. So every 30, 31 days,
25 they should receive a statement of charges, or payments

1 that was made during that time period.

2 Q. Okay. And were those documents provided to PRA
3 from Synchrony Bank?

4 A. It was. They were.

5 Q. And were they provided to you at or near the time
6 of the assignment?

7 A. Yes.

8 Q. And are those documents that are kept in the
9 regular course of business of PRA?

10 A. They are.

11 Q. And they're also prepared in the regular course
12 of business of Synchrony Bank?

13 A. Correct.

14 Q. And are they transmitted by a person with
15 knowledge?

16 A. They would have been, yes.

17 Q. And that would have been a person from Synchrony
18 Bank?

19 A. That is correct.

20 MR. BROWN: Your Honor, at this time,
21 I would move Plaintiff's 3 for identification into
22 evidence.

23 THE COURT: All right. Any objection?

24 MR. CANTRELL: Of course, Your Honor. Yes,
25 Your Honor. First of all, we're back to the problem we

1 talked about in the motion in limine. We've got a whole
2 bunch of account statements here that they alleged in
3 their complaint that there was one statement presented,
4 and that it was agreed to as a true statement between
5 the parties. So every statement, other than that one,
6 is irrelevant. That's a relevance objection.

7 Secondly, these statements, Your Honor,
8 are hearsay. Additionally, Your Honor, we have an
9 authentication issue. These are Synchrony Bank records,
10 at least that's what it says. We've actually got one
11 this time that's got a title and a name on it.
12 So they've admitted they were Synchrony Bank records.

13 So we've got a PRA records custodian trying
14 to authenticate another bank's records. Where does the
15 personal knowledge come from? And that's 602. Where
16 does the personal knowledge come from to authenticate
17 that document? How can anyone other than a Synchrony
18 bank representative authenticate that document? I don't
19 know how that's possible under the rules, Your Honor.

20 And we're back to that case we talked about
21 with Judge Newman earlier. He said that one of the
22 problems with these statements is that they are
23 incomplete summaries. You will notice that -- I think
24 he's testified this account existed since 2012.
25 These records only go back to, like, 2014.

1 On that earliest record they provided,
2 there's a prior unexplained balance. So these documents
3 are also hearsay because each one of them incorporates
4 by reference these other undisclosed statements.
5 That looks like hearsay to me, Your Honor.

6 So we can't see all the transactions on
7 the account. We can't see the charges, the payments.
8 We can't see any of that. We can't verify that these
9 charges were actually attributable to my client because
10 they haven't been presented. So they're objectionable
11 on that basis as well. And they're an improper summary
12 under Rule 1006 because of that cumulative effect of the
13 prior statement that hasn't been provided.

14 We mentioned the personal knowledge because
15 he is not and never has been the document custodian for
16 Synchrony Bank. Remember, at Synchrony Bank what he did
17 was he did collections. He was a skip tracer, a debt
18 collector. So his experience there doesn't allow him
19 to authenticate a Synchrony Bank record. So we believe
20 that would be the bases for our objection, Your Honor.

21 THE COURT: Thank you so much. Overruled.
22 He was an employee of GE Capital and was familiar with
23 how these statements are generated. He just testified
24 to that. He is now the custodian of record at
25 Portfolio, where this document now resides. He is

1 a custodian of that document. He has authenticated
2 it to my satisfaction. Overruled. You may proceed.

3 (Plaintiff's Exhibit 3 was admitted into evidence.)

4 MR. BROWN: Thank you, Your Honor.

5 BY MR. BROWN:

6 Q. Mr. Andrews, would Synchrony have provided those
7 documents to you if there was an improper assignment?

8 A. They would not have provided them to us.

9 Q. Okay.

10 MR. CANTRELL: Objection. Calls for
11 speculation. Request to strike.

12 THE COURT: I will sustain it. You may
13 proceed.

14 MR. BROWN: Okay.

15 BY MR. BROWN:

16 Q. Well, can you please tell me the account number
17 on those billing statements?

18 A. Yes, the account number is 1873. The last four
19 numbers of 1873.

20 Q. And the name on those billing statements?

21 A. Jennifer M. Campney.

22 Q. Okay. And is there an address on those billing
23 statements?

24 A. Yes.

25 Q. What that's address?

1 A. The address is 4976 Wescott Boulevard, Apartment
2 934. That would be in Summerville, South Carolina,
3 29485-9027.

4 Q. Now you already testified that you're familiar
5 with how these documents are generated. Can you please
6 go over that again?

7 A. A consumer used a credit card, and within a
8 period of time when the charges are made, at the end of
9 the billing cycle, a statement is generated, which would
10 include all the charges and credits that would have
11 taken place for that particular credit card in the 30
12 days before or the billing cycle before.

13 Q. Okay. And what does -- based on their regular
14 course of business practice, what would Synchrony Bank
15 do with those billing statements?

16 A. They would mail them out to the credit
17 cardholder, per the law -- federal law.

18 Q. And they would normally mail it out to the
19 address on the statements?

20 A. That is correct.

21 Q. And do you see payments on these statements?

22 A. Yes, there were payments on the statements.

23 Q. Okay. Can you briefly run through how many
24 payments you see on the statement?

25 A. Okay. Statements. There was a credit given on

1 11/9/2014 from HH Gregg in Charleston, South Carolina
2 for \$227 -- for \$227.79. That would be on the statement
3 closing date November of 2014. On the statement with
4 the closing date of October 2014, there was a payment
5 made for \$81 on October 15, 2014. There was a purchase
6 made on October 4, 2014 at HH Gregg for \$764.87.
7 There was also another purchase on October 15, 2014
8 at HH Gregg for \$203.25.

9 On the statement ending -- statement closing date
10 of 9/2014, there was a payment made on 9/15/2014 for
11 \$180, once again \$180 even. On the statement closing
12 date of 7/2014, there was a payment made on 7/15/2014
13 for \$90.

14 Q. Thank you, Mr. Andrews. I think we got the
15 impression that payments were made up until a certain
16 date.

17 A. Yes.

18 Q. And the last payment was, again, on October 15,
19 2014?

20 A. That's correct.

21 Q. Now on the billing statements, it appears that
22 there was some deferred interest program enrolled in?

23 A. Yes, there was an interest deferred program that
24 the person was on.

25 Q. Could you explain that to the Court?

1 A. It was a promotion that was given, I guess --
2 I'm not going to guess -- I do apologize -- for one
3 of the purchases made, if they paid it off at a certain
4 amount of time, they would not be charged any interest.
5 But if they still have a balance, they will be -- all
6 the interest that would have incurred will be added to
7 the account if the program was not completed on a
8 certain date.

9 Q. Okay. And based on the billing statement,
10 how much is still owed on the account?

11 A. The amount that we have today is \$400 --
12 I'm sorry -- \$4,236.78, minus I believe it was \$37 --
13 I'm sorry -- minus \$35 for fees added to the account
14 after charge off.

15 Q. Okay. Well, now this billing statement was sent
16 to the Defendant. So this is the amount owed?

17 A. Yes, \$4,236.78.

18 Q. So there was another amount? The charge-off
19 amount that you were talking about?

20 A. Yes. The charge-off amount would have included
21 this amount here plus any late ---

22 MR. CANTRELL: Objection. Lack of
23 foundation. We don't see any other statement.
24 He's talking about a document that's not in evidence,
25 Your Honor. I don't know where that knowledge came

1 from.

2 THE COURT: Very well. Right for
3 cross-examination. You may proceed. Overruled.

4 BY MR. BROWN:

5 Q. Now also within these billing statements,
6 there's instructions on that if there's a dispute;
7 is that correct?

8 A. Yes, it is.

9 Q. And can you please explain that to the Court?

10 A. Yes. If the consumer received a statement that
11 they're not satisfied or not understanding something
12 or disputing the charge, they are able to charge --
13 dispute the charge within 30 days, I believe it is.

14 Q. Okay.

15 A. And we did not have any disputes on this account
16 when it was purchased. We would not have purchased the
17 account if it was in dispute status.

18 Q. Okay. And there's also other information on this
19 billing statement that informs you if you could only
20 make the minimum payment how long it would take you to
21 pay off the balance; is that correct?

22 A. It also showed that information also, yes, sir.

23 Q. And, in fact, there were six months of billing
24 statements where there were no payments that were sent?

25 A. That is correct.

1 Q. Okay. And again, after the last payment was
2 made, there were no other payments made?

3 A. That is correct.

4 Q. And once the account is sold or assigned to
5 Portfolio Recovery, y'all don't add any fees or interest
6 to the account?

7 A. No fees at all. No interest.

8 Q. And once y'all received the account, there were
9 no other payments made after charge off?

10 A. That is correct.

11 Q. So it's your testimony here today that the amount
12 that is still owed on this account is \$4,236.78?

13 A. That is correct.

14 MR. BROWN: Your Honor, I have nothing
15 further.

16 THE COURT: All right. Thank you.
17 Cross-examination.

18 MR. CANTRELL: Yes, Your Honor.

19 CROSS EXAMINATION

20 BY MR. CANTRELL:

21 Q. Mr. Andrews.

22 A. Yes.

23 Q. Good day. Good to see you again.

24 A. Good to see you also.

25 Q. Saw each other just a few weeks ago.

1 A. Yes, sir.

2 Q. Did you have a good flight down?

3 A. I did. Thank you.

4 Q. Very good. Okay. So, I think you testified that
5 you worked with PRA for 17 years; is that correct?

6 A. In December of this year it will be 17 years,
7 yes.

8 Q. Okay. And prior to that, I think you said you
9 were working at GE Capital?

10 A. Before Portfolio, it would have been Bank of
11 America.

12 Q. Bank of America. That was mentioned in there,
13 but we didn't get a whole lot of information about the
14 timing on that. What would have been the date that you
15 worked at GE Capital?

16 A. It would have been '93 to '96.

17 Q. Okay. So the transactions of this account,
18 I think you testified, it did not start until around,
19 like, 2012? When do you believe that this account
20 was created?

21 A. The open date of this account, it would have been
22 roughly 2012.

23 Q. Okay. So after you left GE Capital in '96, it
24 would have been 16 years before this account was opened?

25 A. If that's the math you came up with.

1 Q. So from '96 to 2012, that's 12 plus 4, that's 16,
2 right?

3 A. Could be. I don't have a calculator. My mind
4 is not working that way right now.

5 Q. Okay. That's fine. But that would be the amount
6 of time from '96 to 2012. So after you left GE Capital,
7 which I think you may have said became Synchrony Bank
8 at some point, 2014?

9 A. Something around, yes.

10 Q. Okay. After you left that, 16 years later,
11 this account was created. So you would have no personal
12 experience at GE Capital regarding -- personal knowledge
13 regarding what would have happened on this account after
14 you left, right?

15 A. Can you rephrase that question, please?

16 Q. Okay. Yes. That's fine.

17 A. Thank you.

18 Q. So you left GE Capital 16 years before this
19 account was created. So you wouldn't have any personal
20 knowledge of Synchrony Bank's policies or procedures
21 from the 2012 time forward this account was active?

22 A. No personal knowledge. No, I wouldn't have been
23 there.

24 Q. So, actually, all of your knowledge on this
25 account is coming from the documents that you found

1 in the records, the documents that you've talked about
2 in PRA's files, correct?

3 A. No.

4 Q. Okay.

5 A. It would be a knowledge I would have had working
6 there at the company.

7 Q. Working at PRA?

8 A. Working at GE.

9 Q. Okay. Now what -- you said at GE that you were
10 a skip tracer and a debt collector?

11 A. Correct.

12 Q. Okay. And you didn't have personal experience
13 at GE outside of that area?

14 A. I worked at GE, so I'm not sure what you're
15 asking me, sir.

16 Q. I'm asking you whether you had experience outside
17 of skip tracing and debt collecting for GE.

18 A. At GE?

19 Q. Yes.

20 A. My job was collection and skip tracing.

21 Q. Okay. And that was the extent of your duties?

22 A. That was my job.

23 Q. Exactly. You didn't do other jobs there too,
24 other than those two, during the four years that you
25 were there?

1 A. Correct.

2 Q. Okay. Now your current job as a document
3 custodian, I think you said that you reviewed
4 complaints, affidavits, you signed affidavits, you look
5 in your computer system. And then I guess you testify
6 at hearings or trials like this one today ---

7 A. I do.

8 Q. --- on behalf of PRA?

9 A. Yes.

10 Q. And that's the extent of your duties currently
11 with PRA?

12 A. Correct.

13 Q. Okay. So you wouldn't have experience in areas
14 like creating this bill of sale document. You actually
15 had not done that for PRA or Synchrony Bank at any time,
16 have you?

17 A. No.

18 Q. Okay. And you would not have had experience when
19 you were at Synchrony Bank 16 years before this account
20 was created, which actually was called GE Capital back
21 then. You wouldn't have had experience creating any of
22 the account statements that were being sent out to the
23 customers at that time?

24 A. That is correct.

25 Q. Okay. And, I guess, as well that PRA wouldn't

1 have had any experience creating this Exhibit No. 3,
2 the load data sheet that you talked about.
3 That wouldn't be part of your job duties?

4 A. That is correct.

5 Q. Okay. So you really have no personal knowledge
6 as to how those particular documents are created based
7 on your personal experience?

8 A. The document at PR -- at Portfolio?

9 Q. Yes, at Portfolio regarding these documents
10 that we just talked about, Exhibits -- well, I guess,
11 it would be Portfolio and GE because some of them were
12 GE documents. I think you said the load data sheet was
13 a PRA document. So either of those, you wouldn't have
14 had that personal experience creating those documents?

15 A. IT would take care of the load data; Synchrony
16 Bank would take care of the bill of sale.

17 Q. Yes, but that wasn't the question. The question
18 was you wouldn't have had any personal experience
19 creating any of those documents. What you would know
20 about those documents would either come from the
21 documents themselves or from some training you would
22 have received at one of the places that you worked?

23 A. That is correct.

24 Q. Okay. Okay. Now you indicated earlier what PRA
25 did. You said they buy delinquent debts?

1 A. Charged off.

2 Q. Charged-off delinquent debts. And is it -- would
3 they then be considered a debt collector? Would that
4 be -- their business model would be to collect the debt
5 and then to ---

6 A. Yes.

7 Q. -- sue to collect on it?

8 A. If necessary.

9 Q. Okay. I guess you said you had some training
10 under FDCPA as well, correct?

11 A. Yes.

12 Q. Was it PRA's position that they're a debt
13 collector under the FDCPA?

14 A. Yes.

15 Q. Okay. You testified that you are familiar with
16 the records that are produced in the Campney case in the
17 exhibits you've offered and how they were produced and
18 signed. Was that your testimony?

19 A. Which documents are you referring to?

20 Q. Well, we have three documents, I think, that have
21 been offered into evidence so far.

22 A. Yes.

23 Q. We've got the bill of sale?

24 A. Yes.

25 Q. The load data sheet?

1 A. Yes.

2 Q. And the account statements, right?

3 A. Correct.

4 Q. So how would you know how they were produced and
5 stored if you never produced them and never worked in
6 the storage departments for those business entities?

7 A. Okay. The load data -- let's start with the bill
8 of sale. The bill of sale is generated by GE or
9 Synchrony Bank. Once the sale has been completed, it is
10 uploaded into our system, the bill of sale, for all
11 accounts ---

12 Q. How do you know that? I mean, you haven't
13 produced it before, right?

14 A. Correct.

15 Q. So all you know is these documents show up in
16 your files, but you really don't know how they got
17 created.

18 A. Okay. And I think I might -- I'll answer your
19 question for you. When I receive an account for trial,
20 or to review, my job is to go into the original sale
21 file for the particular account. I will look for this
22 particular debtor's name or Social Security number or
23 account number to verify if their account is within that
24 pool that I'm working with.

25 Once I put their name, social or account number

1 into the system, it finds it. I, at that time, will
2 review to make sure everything that we have on No. 2,
3 which is the load data, is correct. That's my first
4 important job, to make sure everything there is correct
5 in our system.

6 Your next question is the statements. I would
7 not generate the statements because they would have been
8 generated by Synchrony Bank, and by law they need to
9 send them out by Regulation Z.

10 Q. You were kind of answering a lot of stuff
11 I didn't ask, so I'll just move on and ask some other
12 stuff. Okay. Let's talk about Exhibit 1, the bill
13 of sale.

14 A. Yes.

15 Q. Okay. You indicated this was a true and accurate
16 copy of the bill of sale as it existed in Synchrony
17 Bank's records; is that correct?

18 A. No, I did not.

19 Q. Okay. You said it was a true and accurate copy.
20 What did you mean by that?

21 A. That we have in our system.

22 Q. Okay. So you don't know if it's a true and
23 accurate copy of what exists in Synchrony Bank's system?

24 A. This document would have come from Synchrony
25 Bank.

1 Q. Do you understand the question?

2 A. Can you rephrase it?

3 Q. Sure. Do you have any way of knowing that this
4 is a true and accurate copy of what is in Synchrony
5 Bank's computer records?

6 A. When I go into the original sale file, this
7 document is in there.

8 Q. Do you understand the question? Do you have
9 any way of knowing what's in Synchrony Bank's records
10 in regards to this bill of sale?

11 A. Well, I don't work at Synchrony Bank at the
12 present time. So it's ---

13 Q. So what would your answer be to my questions?

14 A. What is your question?

15 Q. Do you have any way of knowing if this is a true
16 and accurate copy of the bill of sale as it existed
17 in Synchrony Bank's records?

18 A. I can only speak for Portfolio.

19 Q. Can you answer that question with a yes or no?

20 A. No, I would not.

21 MR. CANTRELL: Your Honor, please instruct
22 the witness to answer that question. I need to know
23 whether or not he has any way of knowing whether this is
24 a true and accurate copy of this document as it existed
25 in Synchrony Bank's records, the entity that created

1 this document.

2 MR. BROWN: Your Honor, I would just point
3 out that Deep Keel does not require that he have --
4 that he's been involved in producing the document,
5 has personal knowledge of the document, only that,
6 you know, he's familiar with that and has been
7 transmitted by a person with knowledge. That's all
8 he needs to know.

9 THE COURT: So your question is does he know
10 if this document exists in the same format with
11 Synchrony today?

12 MR. CANTRELL: At the time -- well, today
13 or at any time, at any time, really, I mean, at any
14 time. I don't know how he has -- basically, from what
15 he's told us, how he would know how this document looked
16 in Synchrony Bank's records at any time, whether it's
17 today or previously when it was created, particularly
18 when it was created, but even today. I mean, whenever.
19 I just need to know.

20 THE COURT: Are you asking him does he
21 believe it, or did he see it?

22 MR. CANTRELL: Does he have personal
23 knowledge whether or not this document is a true and
24 accurate copy of what exists in Synchrony Bank's records
25 for this document? Does it look the same in PRA's

1 records as it does at Synchrony Bank's records?

2 THE COURT: Well, he doesn't work for
3 Synchrony Bank.

4 MR. CANTRELL: Exactly, and that's part
5 of the problem, Your Honor. I think the problem here
6 is that when you look at the exception to hearsay,
7 you've got to know how the document was both created
8 and how it's been maintained.

9 If this document were maintained improperly
10 in Synchrony Bank's system, and it had been transferred
11 to PRA incorrectly, how would he know whether or not
12 this version of the document that he has in his records,
13 is a true and accurate copy of the document that existed
14 in the entity's records that created it, Synchrony Bank.

15 THE COURT: Overruled. You may proceed.
16 BY MR. CANTRELL:

17 Q. Are you familiar with how this document would
18 have been stored in Synchrony Bank's system?

19 A. No.

20 Q. Okay. Now, I think you testified this document
21 would have been prepared during the time of the event.
22 Is that what I understood you to say?

23 A. Correct.

24 Q. When was it prepared?

25 A. Around the time of the sale.

1 Q. How do you know that?

2 A. It ---

3 THE COURT: Which document are you referring
4 to?

5 MR. CANTRELL: I'm sorry, Your Honor.
6 I didn't hear you.

7 THE COURT: You need to refer, if you could,
8 please to the exhibit number.

9 MR. CANTRELL: Oh.

10 THE COURT: So the record could be clear.

11 MR. CANTRELL: Yes, Your Honor. That's
12 a better practice. I apologize.

13 THE COURT: That's okay.

14 MR. CANTRELL: We're talking about Exhibit
15 No. 1.

16 THE WITNESS: Your question again, sir?

17 BY MR. CANTRELL:

18 Q. Do you know how this document has been stored,
19 either in PRA's system or in Synchrony Bank's system?

20 A. PRA, yes.

21 Q. Okay.

22 A. Electronically stored into a secured system.

23 Q. Okay. Have you worked in the document storage
24 part of PRA's business? Have you worked with those
25 files -- and I don't know what that would be called

1 -- IT department? What department would handle this
2 at PRA?

3 A. IT.

4 Q. Have you worked in IT?

5 A. I'm not an IT person.

6 Q. So the answer would be?

7 A. No.

8 Q. Okay. So you aren't familiar with the procedures
9 that PRA -- you don't have personal knowledge, personal
10 experience of how these documents would have been stored
11 in PRA's files?

12 A. Securely. You asked the question of how they
13 were stored. You're referring to what?

14 Q. How it was stored. Was it stored electronically,
15 on regular paper ---

16 A. Electronically.

17 Q. Okay. And tell me about the system that it's
18 stored on.

19 A. I'm not an IT person.

20 Q. Okay. So you don't know how that computer system
21 is maintained or kept up to date or anything like that?

22 A. I would say no to that question, sir.

23 Q. Okay. So how can you know whether or not this
24 document may or may not have been corrupted during the
25 time it was in PRA's files?

1 A. When the documents go over electronically from
2 the seller, there's no way they can be changed or
3 anything done to them, sir. They are not in a -- they
4 are only in a readable state. You're not able to make
5 any alternates or changes to them.

6 Q. So you've never seen any PRA files get corrupted
7 or deleted or damaged in any way?

8 A. No, sir.

9 Q. But you don't know how those documents are
10 maintained, or how that computer system is maintained
11 to keep those documents safe?

12 A. Electronically, sir.

13 Q. But you're not familiar with the procedures that
14 are used?

15 A. Once again you're asking an IT question.

16 Q. Exactly. I understand. Okay. Now you indicated
17 this document, this Synchrony Bank document, was
18 prepared by a person with knowledge; is that correct?

19 A. Which document are you referring to?

20 Q. We're talking about Exhibit 1, the bill of sale.

21 A. The bill of sale. And your question is?

22 Q. You indicated this document was prepared by
23 a person with knowledge?

24 A. At GE -- at Synchrony Bank, yes.

25 Q. At Synchrony Bank?

1 A. Yes.

2 Q. Who prepared it?

3 A. It would be the -- their department. Their IT
4 department, I assume. And Mr. Ken, last name,
5 W-O-J-C-I-K, he was the senior vice president of
6 collections, signed it.

7 Q. Do you know Mr. Wojcik?

8 A. No, I do not.

9 Q. W-O-J-C-I-K?

10 A. No, I do not.

11 Q. Okay. So you wouldn't know if this is his
12 signature -- you wouldn't know if he prepared this
13 document, or maybe somebody else at the bank prepared
14 it, and he just signed it?

15 A. Okay. Can you repeat that question or statement?

16 Q. You wouldn't know anything other than what
17 appears on this document about how it was created as
18 far as who created it, or who created this language?
19 You wouldn't know that?

20 A. Correct.

21 Q. Okay. So this forward flow receivables agreement
22 this document talks about, you don't have a copy of that
23 for us today?

24 A. That is correct. It's still kept in the
25 acquisitions at PRA. They would have information that

1 I would not be privy to.

2 Q. So they don't allow you to even view this
3 document?

4 A. I can review the document, yes, but to bring
5 to court, no.

6 Q. How do we know that agreement doesn't contain
7 something in there that limits this sale, or it talks
8 about covenants and conditions?

9 MR. BROWN: Your Honor, I'm going to object,
10 one to relevance, and two, to best evidence. He's
11 asking questions about a document that's not in evidence
12 at this time.

13 THE COURT: Sustained.

14 BY MR. CANTRELL:

15 Q. Okay. Let's talk about the next exhibit. You've
16 got what you called the load data sheet, Exhibit No. 2?

17 A. Yes, sir.

18 Q. Okay. Now the previous document, Exhibit 1,
19 talked about the notification files. Am I correct
20 in assuming that would be most of the accounts who
21 were being transferred pursuant to Exhibit 1, the bill
22 of sale?

23 A. That is correct.

24 Q. Okay. And I think when you testified about load
25 data sheet that these accounts may have been as many as

1 10,000, and that you're not allowed to review that list,
2 correct?

3 A. No, I did not say that, no.

4 Q. Okay. You did say about the agreement -- the
5 assignment agreement. It's called the agreement in
6 Exhibit 1. You did say that you weren't allowed to
7 bring that to court?

8 A. Correct.

9 Q. Okay. And I think you indicated that PRA created
10 this document?

11 A. That is correct.

12 Q. And you're familiar with how it was created and
13 how it's been maintained?

14 A. Correct.

15 Q. Okay. Let's talk about some of the -- it uses
16 a lot of abbreviations that I don't understand.

17 A. Yes.

18 Q. Let's see if I can get you to explain some
19 of those to me, so that I'll understand them better.

20 A. As long as you understand I don't work for
21 Synchrony Bank.

22 Q. I apologize. I thought you said ---

23 A. These are Synchrony ---

24 Q. --- this was a PRA document, No. 2?

25 A. The codes that you're referring to are Synchrony

1 codes.

2 Q. But you said PRA created it, so I'm having
3 trouble understanding why PRA would be using Synchrony
4 codes to create this document?

5 A. This is the code that's in the load --
6 notification file. This is the big document that
7 contains all the accounts. They have different columns,
8 with different information in it. I'm not able to bring
9 that to court, so Portfolio generated this document here
10 and put it in a different format.

11 Q. So PRA is taking these notification files
12 and somehow summarized them in these load data sheets,
13 is what you're saying?

14 A. No, you said summarize.

15 Q. Okay. PRA has taken the information to these
16 notification files and done what with them in the load
17 data sheet?

18 A. Put them in a different format only.

19 Q. So, I mean, if I ask you what the loan-type code
20 meant for the user field, or, you know, many of these
21 other ones, you wouldn't be able to tell me what those
22 codes meant, correct?

23 A. You're absolutely correct about that. Correct.

24 Q. So really this information is stored at Synchrony
25 Bank and not at PRA?

1 A. No.

2 Q. Okay. I thought you said it all came from
3 Synchrony Bank records?

4 A. It did.

5 Q. Okay. And those are records that, I mean, you've
6 never worked with in your time at GE Capital before
7 Synchrony Bank? You never worked with those records?

8 A. That's correct.

9 Q. So that's why you wouldn't have any knowledge
10 about what all these codes mean?

11 A. That is correct.

12 Q. Okay. So really all you know about this document
13 is what you find in your own files?

14 A. Can you rephrase that question?

15 Q. All you know about this document is what you've
16 learned from it based on finding it in your PRA files?

17 A. It's in the file, correct.

18 Q. Okay. You indicated that this account was
19 charged off on May 22, 2015?

20 A. The account was charged off May 22, 2015, that is
21 correct.

22 Q. Do you have any account statement that shows that
23 charge off?

24 A. They were not supplied to us from Synchrony Bank.

25 Q. They won't supply it?

1 A. They were not.

2 Q. I'm sorry. Did not or would not?

3 A. Were not supplied to Portfolio from Synchrony
4 Bank.

5 Q. So there is a statement that post dates the
6 last statement that you got, the 4/23/15 statement,
7 which I think you said was the last statement that
8 was attached to your documentation, but there is another
9 one after that, that wasn't supplied to you, is that
10 what you said?

11 A. No, I did not.

12 Q. Okay. The -- so we'll get to that, I guess, when
13 we get to the statement. It is not truly a statement
14 issue, so we'll get there in a moment. Okay. Let's go
15 to document number three, the account statement.

16 A. Yes.

17 Q. Now the last statement that you've included in
18 the document you submitted to us, is it this 4/23/15
19 statement, closing date statement?

20 A. 4/23/15, yes, sir.

21 Q. Which shows a balance of \$4,236.78?

22 A. That is correct, yes.

23 Q. Okay. We were talking about just a minute ago
24 in reference to the other exhibit. But in reference
25 to this exhibit, is this the last statement that was

1 generated by Synchrony Bank on this account?

2 A. I would say this is the statement I have
3 available to me, so I couldn't tell you.

4 Q. That's not what I asked, actually. I asked you
5 whether or not, to the best of your knowledge and
6 information, is this the last statement that was created
7 by Synchrony Bank on this account?

8 A. Once again, I cannot tell you if I don't have
9 it in front of me to answer your question. So this
10 is what I have in front of me. Is there's something
11 else I should be looking at?

12 Q. Have you ever seen any statement that post dates
13 this statement, 4/23/15, in any of the records that you
14 talked about?

15 A. Sometimes you'll see a zero balance letter
16 statement.

17 Q. Okay. Did you see one of those in this case?

18 A. I couldn't tell you that, sir, because I cannot
19 remember if I saw it or not. This is what I saw here
20 that's in front of me.

21 Q. Okay. Before coming to this case and during your
22 preparation for this case, did you review all of the
23 account statements that PRA had in its records?

24 A. That's what I had. The last statement I had
25 available to me at that time was the statement showing

1 that statement balance, \$4,236.78.

2 Q. Okay. So you're not aware of any statements
3 after that?

4 A. Honestly, speaking to you about this, sir,
5 I couldn't tell you that.

6 Q. You couldn't tell me if you know if there's any
7 other statements after that?

8 A. That is correct.

9 Q. Why is that?

10 A. I don't have it in front of me to answer your
11 question.

12 Q. But you said you reviewed the statements I think
13 on PRA's computer system, right?

14 A. Yes, sir.

15 Q. Did you see any statement in PRA's computer
16 system that post dated this statement?

17 A. I would have to say once again, sir, I cannot
18 remember. I do a lot accounts every day, day in and day
19 out. This is what I have in front of me. I can only
20 speak on what I have in front of me.

21 Q. Okay. If you had found one of those statements
22 in your system, would you have produced it for your
23 attorney in this case or no?

24 A. If it was there, my attorney would be available
25 to get that ---

1 Q. Okay.

2 A. --- off the system. Go into the system and get
3 it, if it was there.

4 Q. Okay. The oldest account statement that you have
5 here, do you know what date it was, the statement
6 closing date on that one?

7 A. It looks like May -- statement closing date,
8 May 23, 2014.

9 Q. Okay. And you said the account was opened what,
10 about two years prior to that time?

11 A. Yes, sir.

12 Q. So you wouldn't have had the statements for those
13 previous dates in your system?

14 A. No.

15 Q. Okay. So on that oldest statement, is there
16 a previous balance shown?

17 A. Yes, sir.

18 Q. What is the amount of that previous balance?

19 A. The previous balance would have been \$2,097.92.

20 Q. So almost half of the current balance that you
21 claim is due on this account, correct?

22 A. Pretty much, yes.

23 Q. Okay. But we don't know anything about those
24 statements. We don't know the transactions, the
25 payments, the interest charges. We don't know any

1 of that without having them in front of us, do we?

2 A. Correct.

3 Q. Okay. But this statement, the 4/23 one,
4 that indicated was the last one that you had gotten,
5 it assumes the correctness of that \$2,000 prior balance
6 on the earlier statement ---

7 MR. BROWN: Objection. Calls for
8 speculation.

9 THE COURT: Sustained.

10 BY MR. CANTRELL:

11 Q. Let me rephrase that. The oldest statement
12 includes that prior balance of \$2,000 something,
13 and that's part of the current amount that's owed,
14 according to your testimony, on this account in this
15 statement dated 4/23/15?

16 A. Yes.

17 Q. Okay. And you talked about how there's laws that
18 require Synchrony Bank to send these statements out
19 every so often, I think you said 30 or 31 days, right?

20 A. I am not sure of the dates but every billing
21 cycle.

22 Q. Okay.

23 A. Actually, if you look at the statement, you will
24 have a billing date. So every month during that closing
25 date, the 23rd of the month, a statement would be made

1 up.

2 Q. Okay. Do you have any personal knowledge as
3 to whether or not this last statement, or any other
4 statement, was actually mailed to Ms. Campney?

5 A. Regulation Z. That's all I can go with, sir.

6 Q. Let me rephrase -- let me repeat the question.
7 If I ask it -- I'll ask the court reporter to repeat it
8 so I don't get tripped up with that, but it's a simple
9 question. I'm asking whether you have any personal
10 knowledge, or any document in your system that -- let's
11 back up. Let's start with personal knowledge. Do you
12 have any personal knowledge whether or not these
13 statements, especially the last statement, the 4/23/15
14 one, was ever actually mailed to Jennifer Campney?

15 A. The personal knowledge that I have on statements
16 being mailed out to credit cardholders is Regulation Z.
17 Regulation Z by federal law ---

18 Q. You're telling me the law requires that, right?

19 A. Yes.

20 Q. But you can't tell me whether or not this
21 statement was actually mailed?

22 A. I have to go by Regulation Z, sir.

23 Q. No, no, you don't have to if you know if you
24 mailed it ---

25 MR. BROWN: Your Honor, this has been asked

1 and answered.

2 MR. CANTRELL: Your Honor, the question
3 hasn't really been answered. He's -- I'm asking if he
4 had personal knowledge about the mailing. He's telling
5 me there's a statute that says we're supposed to do it.
6 He's avoiding answering the direct question, which is
7 does he have personal knowledge whether these statements
8 were mailed.

9 THE COURT: I will allow that question.

10 THE WITNESS: The answer is no.

11 MR. CANTRELL: Thank you. Okay.

12 BY MR. CANTRELL:

13 Q. You talked about some payments that were made
14 showing up on the statements?

15 A. Yes.

16 Q. I think you said the last one was October 15th
17 of 2014?

18 A. The last payment made on the account, yes.
19 It was October of 2015, I believe.

20 Q. 2015 or '14?

21 A. The last payment was '14.

22 Q. Fourteen is what I heard. I just want to make
23 sure I had that correct.

24 A. Yes.

25 Q. What was the amount of that one?

1 A. Last payment date on the 15th, 2014, \$81.

2 Q. Okay. Does that statement that you're looking
3 at show who made that payment to Synchrony Bank?

4 A. No, it does not.

5 Q. Okay. And I think you indicated that after that
6 last statement in 2014 that there had been no payments
7 that you're aware of either to Synchrony Bank or to PRA?

8 A. After the account was purchased by Portfolio,
9 PRA, no payments were made to PRA. If payments were
10 made to Synchrony Bank, they would not accept the
11 payments. They would forward the payments over to
12 Portfolio because they would not have that account in
13 their system any longer.

14 Q. Okay. Did Ms. Campney, or the Defendant, did she
15 ever send you a -- signed a written agreement that she
16 owed this particular amount that you're claiming she
17 owes today?

18 A. Your question again was?

19 Q. Okay. The Defendant, Ms. Campney, did she ever
20 send PRA a written agreement that she owes the amount
21 that you're claiming that she owes today?

22 A. I did not review any correspondence from the
23 Defendant to Portfolio.

24 Q. So you wouldn't know the answer to that question?
25 If there was such an agreement, you wouldn't be aware

1 of it?

2 A. Agreement?

3 Q. Yeah. Let's say -- you're saying that she owes
4 you 42 something -- \$4,236.78. Does that sound about
5 right?

6 A. \$4,236.78, yes.

7 Q. Okay. Did she ever sign an agreement with you
8 that she owes that much, to the best of your knowledge?

9 A. There was no signed agreement, but in her terms
10 and agreements that she would have received with the
11 credit card, it would state all that information within
12 that terms and agreements. When she purchased -- when
13 she got the credit card, she also received the terms
14 and agreements with the credit card.

15 MR. CANTRELL: Objection. There's no
16 foundation for any terms and agreements in this case,
17 none have been offered. So, I would move that Your
18 Honor strike that part of the testimony. This isn't
19 a breach of contract action, Your Honor. They haven't
20 introduced any terms and conditions.

21 THE COURT: I understand. This is not
22 a jury -- all he said was that this was a credit card,
23 she would have been -- she would have received terms
24 and conditions, he believes, when she received the
25 credit card.

1 MR. CANTRELL: Okay. Okay. That's fine,
2 Your Honor. We'll leave it at that.

3 BY MR. CANTRELL:

4 Q. To the best of your knowledge, this debt on this
5 account, is it a consumer debt, or is it some type of
6 business debt?

7 A. Consumer debt.

8 Q. Okay. Does PRA deal with both consumer debt
9 and business debt, or just consumer debt?

10 A. Consumer debt.

11 Q. I wasn't sure about that. Thank you for
12 clarifying. Okay. Very good.

13 MR. CANTRELL: Your Honor, I think I have
14 no further questions for the witness.

15 THE COURT: Okay. Redirect.

16 MR. BROWN: Briefly, Your Honor.

17 THE COURT: Okay.

18 REDIRECT EXAMINATION

19 BY MR. BROWN:

20 Q. Again, Mr. Edwards, you ---

21 A. Andrews.

22 Q. Andrews. You testified earlier that you obtained
23 training while you were employed at GE Capital?

24 A. That is correct, yes.

25 Q. And that training that you obtained was for other

1 areas within GE Capital, not just the area you worked?

2 A. Yes.

3 Q. Okay. So just because you worked in an area,
4 that's not the only thing you knew how to do?

5 A. That's correct.

6 Q. Okay. And, in fact, through your training,
7 you learned the business practices of GE Capital?

8 A. That is correct.

9 Q. And it is their general business practice to mail
10 out the billing statements?

11 A. Yes, sir.

12 Q. And there was some talk about the computer system
13 used. Is anyone able to walk in and just log on or open
14 up a computer and start printing off documents?

15 A. No, sir.

16 Q. Tell me the process of you going into your
17 computer and retrieving these documents.

18 A. You need a log-on information or a password or
19 a code in order to get into the system. You just can't
20 walk in and just get in.

21 Q. Okay. And then once you get into the system,
22 I'm sure there are other programs. Do you also need
23 some passwords or credentials to get into those as well?

24 A. Yes. Each program actually uses a password.

25 Q. Okay. So even though you may not know the system

1 that you use, you know it's secure?

2 A. It is.

3 Q. And then, lastly, Mr. Cantrell pointed out that
4 on the billing statement, closing date of 5/23/2014 ---

5 A. Which date was that?

6 Q. 5/23/2014. I believe that was the last one.

7 A. 4/23. The last statement?

8 Q. Yes, sir.

9 A. That's 4/23/15.

10 Q. No, I'm talking about the one ---

11 A. Okay. Previous, 5/23/14, yes.

12 Q. Right. And he was talking about how did we come
13 up with the previous balance.

14 A. Correct, yes.

15 Q. In the deferred summary down there, in the middle
16 of the page, it shows ---

17 A. Yes.

18 Q. Does it show transaction date and the amount
19 of purchase?

20 A. Yes.

21 Q. Okay. And what were those?

22 A. You have some -- expiring date is April 23, 2015.

23 Q. Well, I'm talking about the one on 5/23/2014.

24 A. I'm sorry. Yes.

25 Q. Okay. Could you read that information to the

1 Court?

2 A. "You must pay for each promotional balance in
3 full by the expiration date to avoid paying deferred
4 interest charges. Please see the promotional purchase
5 summary section of this statement for further details.
6 You have a promotional expiring on October 24, 2014
7 and December 23, 2014."

8 Q. Okay. And in the box below that it has a
9 transaction date and an initial purchase amount,
10 correct?

11 A. Yes, the box underneath promotional expiration
12 date, 12/20 -- I'm sorry -- 10/2014, 12/2014. They both
13 have balances. The first one has a balance of \$543.52,
14 deferred charges \$197.91.

15 Q. What were the initial purchase amounts, the very
16 last box?

17 A. Yes, \$1,203.71 for the first one. And a second
18 one was \$564.17.

19 Q. Thank you.

20 MR. BROWN: Your Honor, I have nothing else.

21 THE COURT: Recross?

22 MR. CANTRELL: Nothing, Your Honor.

23 THE COURT: Okay. All right. How many more
24 witnesses do you have?

25 MR. BROWN: I believe this is probably it.

1 THE COURT: You do not have any additional?
2 MR. BROWN: No, ma'am.
3 THE COURT: Okay. How many witnesses do you
4 have?
5 MR. CANTRELL: I believe three, Your Honor,
6 including Mr. Brown.
7 THE COURT: Okay. So let's take about
8 45 minutes for lunch, and I'll see you all back here
9 a little bit before two.
10 MR. CANTRELL: Your Honor, if it pleases the
11 Court, since he's finished with his case in chief, would
12 it be an appropriate time for a motion, if I wanted to
13 make one in that regard?
14 THE COURT: That's absolutely fine. You can
15 certainly do that.
16 MR. CANTRELL: And conclude this part of ---
17 THE COURT: Sure but not now.
18 MR. CANTRELL: Not now.
19 THE COURT: We're going to get some lunch
20 now. You can do it when you get back.
21 MR. CANTRELL: Yes, Your Honor.
22 THE COURT: I'll see you all at two o'clock.
23 MR. CANTRELL: Two o'clock.
24 MR. BROWN: Your Honor, may we excuse
25 Mr. Andrews? He's got a flight to catch.

1 THE COURT: Indeed. Any objection?

2 MR. CANTRELL: No objection.

3 THE COURT: Travel safe, sir.

4 (Recess taken at 1:06 p.m.)

5 (Back on the record at 2:15 p.m.)

6 THE COURT: Thank you and please be seated.

7 All right. Motions.

8 MR. CANTRELL: Motions. Yes, just one,
9 Your Honor, at this point.

10 THE COURT: Okay.

11 MR. CANTRELL: We have a motion under Rule
12 41(b) for involuntary non-suits. It's my understanding
13 that's the proper motion to make after a bench trial.
14 And we would like to request this matter of law that
15 Your Honor find on the evidence presented that there
16 is no right for the relief on the debt collection action
17 by PRA in that regard. We would like to point out a few
18 things, Your Honor, regarding their evidence.

19 Remember the bill of sale, which was Exhibit
20 1, it does not specifically identify this account,
21 and it's an incomplete document. The record says
22 two documents, very important documents, especially,
23 this purchase agreement that wasn't produced and the
24 notification file, which weren't produced.

25 He said something about them preparing their

1 summary load data sheet based on the notification files,
2 but the notification files were created by Synchrony
3 Bank as well as the purchase agreement. And neither
4 one of those were introduced.

5 It goes through here, and it says -- you
6 know, it says notification files were defined in the
7 agreements. So we don't even know if this information
8 we got from the load data sheet, based on the
9 notification files, was the correct notification files
10 because we haven't seen the agreement to see how they
11 are defined.

12 It talks about to the extent of its
13 ownership. This is really a quick claim bill of sale.
14 It doesn't even say we own these accounts we're selling,
15 and it doesn't say which accounts they're selling unless
16 you look in the notification file, which weren't
17 produced.

18 So there's no specific reference to our --
19 my client's debt in this contract because it's an
20 incomplete contract. It's only got one out of three
21 parts. It's got the bill of sale, but it doesn't say
22 what they sold. So that's a concern regarding that,
23 Your Honor.

24 There's also, if you look at -- if you look
25 at the -- oh, okay, so then we get to the account

1 statement. Really, most of those account statements
2 aren't relevant because they're claiming account stated.
3 There was one statement that's presented, this 4/23/15,
4 the last one he said they had, and there was no proof
5 of mailing.

6 He said very clearly after some evasiveness
7 that I don't know that it was mailed. He said the law
8 requires it to be mailed, and that's great, but, you
9 know, Your Honor sees people every day, the law requires
10 them to do things they haven't done, and you have to
11 deal with that. So the law requiring them to mail it
12 isn't the same as it was mailed.

13 You know, if their position was correct that
14 certificate of service were unnecessary, we wouldn't
15 have to serve summons and complaints. We would simply
16 put the Defendant's name and address in there and get
17 a judgment against them. But service is necessary,
18 especially in this case, because there has to be
19 a presentation of mailing ---

20 THE COURT: Mailing is necessary.

21 MR. CANTRELL: Mailing, presentation by
22 mailing in this case. That's how they have alleged
23 it happened. All they have done is the account
24 statement -- alleged account statement from Synchrony
25 Bank, where he never generated the account statements.

1 So the personal knowledge on that is iffy I think.
2 I don't think -- but it's just got her name and address
3 on there. It does not say it was mailed to this
4 address.

5 So, you know, I think that's not proof of
6 mailing. So there's no proof of presentment if there's
7 no mailing because that was their only alleged method
8 of mailing -- presentment. I apologize. So that's
9 a problem.

10 But even if that account statement got to
11 her, the most important part of this, the part they
12 completely failed to tell us about, is what proof of
13 an agreement did they have? When did she ever agree?
14 And the law requires that she agree that the amount they
15 claimed, \$4,236.78, was due to be paid then, or at some
16 specified time. There was no admissible evidence on
17 that point.

18 So even if they prove that the thing was
19 mailed, which I don't think they did, they don't have
20 an agreement. And under account stated -- you know,
21 this isn't another type of action. They picked this
22 cause of action very carefully. As Your Honor clarified
23 the other day, this is their cause of action. Now it's
24 100 years old -- older, actually. That's our oldest
25 case. It goes back farther than that to the law of

1 merchant. But it requires agreement, proof of
2 agreement.

3 She had to agree that she owed that specific
4 amount, and then she's got to agree when it's paid.
5 I mean, there was no proof of any agreement. So, Your
6 Honor, I don't see how they can prevail under account
7 stated.

8 There's another issue that comes up.
9 And remember he also said these payments that he saw
10 on the statements, he said he didn't know who made them.
11 And if you look on the statements, you can't tell.
12 That's just some code thing, and it doesn't tell you the
13 type of payment or who made it. It's just payment made.

14 In their complaint, they don't name alleged
15 Defendant. They said there are statements showing --
16 there are payments showing on the account statements.
17 That's all they can really generally say because they
18 can't know it, and that's important because of a case
19 in the fourth circuit called Zaks v. Elliott, Z-A-K-S
20 versus Elliott. I don't have the cite, but it was
21 a fourth circuit case decided on South Carolina --
22 it said that South Carolina follows the voluntary
23 payment doctrine.

24 What that means is in order to revive the
25 statute of limitations, you've got to have proof that

1 that particular individual made the payment. I had an
2 interesting case years ago where this woman came to me
3 and said her boyfriend ran off with her charge card and
4 charged ---

5 THE COURT: You've got to slow down.

6 MR. CANTRELL: I apologize again. This
7 woman had a boyfriend that's not a very good boyfriend.
8 He ran off with Sears ---

9 THE COURT: Umm ---

10 MR. CANTRELL: It happened ---

11 THE COURT: My court reporter ---

12 MR. CANTRELL: I'm still doing it.

13 I'm sorry.

14 THE COURT: I can follow you, and I hear
15 you, but the problem is that I'm very concerned about
16 our record. I'm very concerned about my court reporter
17 because I need her to come back next week.

18 MR. CANTRELL: I hope she doesn't avoid my
19 cases, Your Honor. I'm going to try to look at her so
20 I remember to think about her too.

21 THE COURT: Just think 55, 55, going to go
22 only 55 miles an hour, just 55.

23 MR. CANTRELL: I'm pretty good about that
24 in the car, but not as good in the courtroom, so I
25 appreciate the reminder, Your Honor.

1 THE COURT: Thank you.

2 MR. CANTRELL: But that being said --
3 shucks. Oh, we were talking about voluntary payment
4 doctrine. So, I had this case where this woman came
5 to me, and she said, my boyfriend ran off with my charge
6 card and charged this stuff up at Sears or somewhere
7 like that. And, you know, I thought maybe I can file
8 a criminal complaint. He said, no, don't do that.
9 I will pay it. So he paid it for two or three years.

10 Well, guess what, he stopped. And so they
11 came back and sued her. Somebody in South Carolina sued
12 her, and I looked into it, and she said, well, those
13 payments that were being made for those three years,
14 I didn't make them. And I realized that almost all
15 these debt buyer cases, all they've got is a statement
16 showing a payment, but not by whom.

17 So we raised a statute of limitations
18 defense in our answer, and they haven't proven that my
19 client made any payments. So, I think our statute of
20 limitations defense is good. They said the last payment
21 date was October -- one second.

22 THE COURT: 2014.

23 MR. CANTRELL: Yes, October 15, 2015.

24 THE COURT: Fourteen.

25 MR. CANTRELL: But they don't know who made

1 that payment.

2 THE COURT: Fourteen.

3 MR. CANTRELL: Fourteen. That's correct.

4 And this case was filed on January 17th. So, you
5 know -- and there's no poof that any of these payments
6 were made by my client. So clearly there's a valid
7 statute of limitations defense without proving that my
8 client made those payments, which they didn't do.

9 So, Your Honor, we think for these reasons
10 and hopefully no others that I've forgotten -- yes,
11 for these reasons, Your Honor, we believe that an
12 involuntary dismissal under 41(b) is appropriate.

13 THE COURT: Great. Thank you. Yes, sir.

14 MR. BROWN: First, Your Honor, Exhibit 1 you
15 kind of held off on whether you're going to admit that
16 into evidence.

17 THE COURT: It was -- no, no I did not hold
18 off. It was conditionally admitted.

19 MR. BROWN: Conditional by me tying things
20 together.

21 THE COURT: It was.

22 MR. BROWN: I just didn't know if you would
23 make a ruling.

24 THE COURT: It was conditionally admitted.
25 It's in unless it's not in, and it's in.

1 MR. BROWN: Okay. All right, Your Honor.

2 THE COURT: I believe you tied it up.

3 MR. BROWN: I just wanted to clear that up.
4 Thank you.

5 THE COURT: I believe you tied it up.

6 (Plaintiff's Exhibit 1 was official entered into
7 evidence.)

8 MR. BROWN: As to the bill of sale,
9 Your Honor, again, it does refer to certain documents,
10 but it doesn't attach those documents and make them
11 a part thereof of this bill of sale. So, I think the
12 bill of sale is clearly appropriate along with the other
13 exhibits which tie-in that this is the account that was
14 actually sold.

15 Mr. Cantrell also argued that there was no
16 proof of mailing. I think Mr. Andrews did testify that
17 pursuant to Regulation Z that there is a mailing
18 requirement, that every 30 days a billing statement has
19 to be mailed out. And then he came back on redirect
20 and said it is GE Capital's standard practice to mail
21 out all billing statements to the consumer. So, I do
22 believe there's enough there to show that there was
23 a mailing of these billing statements to the Defendant.

24 Proof of agreement. I understand
25 Mr. Cantrell's argument. I believe that mostly his

1 argument deals with the expressed agreement. Again,
2 we're looking to try to prove that there was an implied
3 agreement on the basis of Ms. Campney with Synchrony
4 Bank, and therefore, assigned to PRA by showing that
5 billing statements were mailed, there were payments made
6 on the account, that she did not dispute any of the
7 billing statements, that she retained the billing
8 statements after the charge off, that she did not call
9 in and dispute any of the charges or the balance owed.
10 So, I believe there is enough to at least move forward,
11 and, you know, show that there is an implied agreement
12 at this time.

13 The statute of limitations. I think the
14 statute only requires that there be -- it needs to be
15 filed within three years of the last default date, which
16 is the last payment date. The case that Mr. Cantrell
17 referenced is a case where they revised the statute of
18 limitations because there's also a section which allows
19 the statute of limitations to be revised ---

20 THE COURT: And when did you -- what was the
21 filing date?

22 MR. BROWN: The filing date, Your Honor,
23 was January 4, 2017, and that's in the court file.

24 THE COURT: And the last payment date I've
25 got is October of 2014.

1 MR. BROWN: Right. So three years gave us
2 until October of 2017.

3 THE COURT: Well -- but the breach --
4 I don't think the breach -- there's an argument that
5 the breach would not have been until 30 days after that
6 last payment. But you're right, it doesn't --- there's
7 a difference that does not ---

8 MR. BROWN: We always go by the last payment
9 date ---

10 THE COURT: Yeah, yeah.

11 MR. BROWN: --- to clarify and make sure
12 it's as simple as possible.

13 THE COURT: Right.

14 MR. BROWN: So we believe that the defense's
15 motion should be denied at this time.

16 THE COURT: Thank you. All right.
17 Any response?

18 MR. CANTRELL: Only one point, Your Honor,
19 regarding that agreement. So the complaint says that
20 as of May 22, 2015, they owe this \$4,236.78. And the
21 testimony was there were no payments after October 2014.
22 He's alleging agreement by payment. There were no
23 payments after their alleged presentation date of May
24 22, 2015, either to Synchrony, or at that point, to PRA.
25 There were never any payments to PRA is what was

1 testified to.

2 So -- and here's another problem. There
3 is no case law in our state that says you can prove
4 agreement by payment on account stated. Actually,
5 there's two cases, the similar case of Wakefield v.
6 Spoon. I'm having trouble with that name, but Wakefield
7 v. Spoon, 84 S.E. 418. The Supreme Court case said that
8 in that case there were many payments made over many
9 days, which is one of the reasons they found it was not
10 an account stated, and they found no account stated in
11 that case.

12 More importantly, they came along --
13 actually, in 1994, there was a case, Anderson Memorial
14 Hospital v. Hagen, 443 S.E. 2nd 399, and this guy had a
15 wife who was terminally ill. She went to the hospital,
16 and she apparently got a very large bill, and she died,
17 and he started making payments.

18 He promised -- an expressed agreement to pay
19 what I can; that was his agreement. And he paid monthly
20 for, like, five years, \$30,000 on his account. But they
21 found there was no account stated because there was no
22 proof of an agreement. Pay what I can is not a
23 specified amount at a specified time. And they said
24 without that agreement, you lose, but in spite of
25 \$30,000 worth of payments over five years.

1 So if there was ever a case for payment
2 to have, you know, made that happen it would have been
3 there, and it does not. Mr. Brown can cite you no
4 authority that payment will create agreement under
5 an account stated. He's admitted such to me, and I see
6 no reason why he would change his position. But he
7 can't show you any authority that says you can do that.

8 So, I don't think even if they had made
9 a payment after this presentation date of May 22, 2015,
10 which they didn't, I don't think you've got proof of any
11 agreement because there was no payment, and there was
12 no agreement.

13 THE COURT: All right. Very well.
14 I'm going to deny the motion for involuntary nonsuit
15 with prejudice. I do think that there's evidence on
16 each element from which a determination could be made
17 that there was -- first of all, that there was a credit
18 card, which was issued, with terms and conditions.
19 Some of those terms and conditions were that there would
20 be no interest so long as the balance paid was paid
21 within a particular time. Then if it wasn't paid,
22 or it wasn't paid on a monthly basis, that the interest
23 would accrue.

24 And I find that there is evidence that there
25 was an account in the Defendant's name and that there

1 were some payments that were made. The account
2 statements did indicate an address. And by testimony
3 of Mr. Andrews, who was familiar both with GE Capital
4 as well as the Plaintiff, certainly there's evidence,
5 along with inferences, that there was an assignment,
6 there were statements, the statements were mailed,
7 there were payments made. And there's evidence
8 presented, which I think that I could make a finding
9 of fact that the Plaintiff has made out its case.
10 Now, I respectfully deny your motion. Are you ready
11 to proceed?

12 (Pause.)

13 THE COURT: All right. Call your first
14 witness.

15 MR. CANTRELL: Yes, Your Honor. I would
16 like to call my client, Ms. Jennifer Campney, to the
17 stand.

18 MS. JENNIFER CAMPNEY, was called as a
19 witness, being duly sworn, was examined and testified as
20 follows:

21 THE COURT: Just pull that microphone down
22 a little bit. Thank you so much. And state your full
23 name for the record again.

24 THE WITNESS: Jennifer Campney.

25 THE COURT: Your witness.

1 MR. CANTRELL: Thank you, Your Honor.

2 DIRECT EXAMINATION

3 BY MR. CANTRELL:

4 Q. Ms. Campney, how are you doing today?

5 A. I'm okay.

6 Q. Okay. A little bit nervous?

7 A. Yes.

8 Q. Most people are when they come to court,
9 even those of us that have to do it for a living.
10 So hopefully that will ease off as we talk for a little
11 bit. Let's talk a little bit about yourself. Tell us
12 about yourself, Ms. Campney. What's your situation --
13 other situation that you think the Court might want to
14 know?

15 A. I'm married with two kids.

16 Q. Okay.

17 A. Girls.

18 Q. Oh, good. Good. How old are they?

19 A. 19 and 12.

20 Q. Oh, wow. Almost a teenager and one just getting
21 past that, so that sounds like a challenge. I'm sure
22 you've had interesting experiences over those years.
23 Tell me a little bit about your background as far as
24 your education.

25 A. I just graduated in December with my associate's

1 degree in nursing. Prior to that, I was a licensed
2 practical nurse, went to vocational school for that.
3 I was a licensed practical nurse for 11-1/2 years, and
4 now I've been an RN, a registered nurse, since January.

5 Q. And is that a lot more responsibility for you?

6 A. Yes.

7 Q. Where do you work?

8 A. I currently work at the Medical University of
9 South Carolina.

10 Q. Okay. How long have you been there?

11 A. Five years.

12 Q. Okay. And are you doing your RN profession
13 at that location?

14 A. Yes.

15 Q. Do you work anywhere else?

16 A. No.

17 Q. Okay. Let's talk about the documents in the
18 case. I would like to present what's been marked as
19 Defendant's Exhibit No. 1. May I approach, Your Honor?

20 THE COURT: You may.

21 BY MR. CANTRELL:

22 Q. Tell me, Ms. Campney, do you recognize that
23 document?

24 A. Yes.

25 Q. Can you tell me what it is?

1 A. It is an emotional damages worksheet.

2 Q. Okay. And do you know how this document was
3 created?

4 A. Yes, I created it.

5 Q. Okay. Let's talk about it. What did you create
6 this document for?

7 A. To list the different types of emotional distress
8 that I've experienced since being served this lawsuit.

9 Q. Okay.

10 MR. CANTRELL: And, by the way, Your Honor,
11 can I move for admission of this document into evidence
12 at this time?

13 THE COURT: Any objection?

14 MR. BROWN: No, Your Honor.

15 THE COURT: Very well.

16 (Defendant's Exhibit 1 was entered into evidence.)

17 BY MR. CANTRELL:

18 Q. So let's talk about those emotional damages that
19 you experienced. When did they start?

20 A. January 10, 2017, when I was served papers.

21 Q. With the lawsuit in this case?

22 A. Yes. Yes, sir.

23 Q. Okay. And how were you served? How did that
24 happen?

25 A. The sheriff I believe came to my house and served

1 my husband papers while I was at school.

2 Q. Okay. So you weren't at home. How did you first
3 find out about the lawsuit?

4 A. My husband called me after he received the papers
5 and told me what happened.

6 Q. Okay. And what was your response to that news?

7 A. I was very anxious and started crying, asked him
8 what we were going to do, how we were going to manage
9 this lawsuit, what the next steps were.

10 Q. You said how you would manage. What were your
11 concerns in that regard?

12 A. How we would be able to afford it, going
13 to court. I wasn't sure how that was going to go.
14 I've never been in court before, never been in trouble.

15 Q. It's kind of like I don't like to be in the
16 hospital, so we're kind of on opposite sides of that
17 fence. I certainly understand ---

18 A. Yeah.

19 Q. --- why you would feel that way. Let's talk
20 about some of the emotional distress symptoms that you
21 put on your worksheet that you created. Tell me about
22 which ones you experienced and how you experienced
23 those. Let's start -- what was the first one that you
24 noticed?

25 A. Anxiety.

1 Q. Okay. And what was the anxiety -- what was the
2 nature of the anxiety? How was that -- how did that
3 manifest itself in your life at that time?

4 A. I couldn't concentrate, I would get irritable
5 with my family, have trouble sleeping.

6 Q. And why was that, do you think?

7 A. Because of this lawsuit.

8 Q. Okay. So, I guess, it was on your mind?

9 A. It was on my mind.

10 Q. A lot, a little. How often?

11 A. It was on my mind every day.

12 Q. Okay. Now you mentioned earlier you were
13 concerned about the financial aspect of this suit
14 and how you would defend it. How did that financial
15 side of it affect you? Were there any immediate impacts
16 to your family, your lifestyle or anything because
17 of this suit that you now had to defend?

18 A. Yes.

19 Q. Well, tell me about those.

20 A. I had to -- I researched defense lawyers and then
21 called you. And then I had to pay a retainer and had to
22 come up with that money.

23 Q. How did that affect your family finances?

24 A. We had to make cutbacks. Usually, groceries
25 is what we usually cut back on because we don't have

1 the money to do much else anyway.

2 Q. The anxiety that you experienced you said started
3 on January 10, 2017, when you were first served with
4 this suit. How long did that anxiety continue?

5 A. I still have it today.

6 Q. Okay. Now do you happen to know how long ago
7 that was? Let's see January 10th to now is what,
8 about how long, do you know?

9 A. 1,017 days.

10 Q. You definitely know the exact number.
11 That's good. Okay. Are there any other manifestations
12 of this anxiety that you experienced in your life we
13 ought to know about?

14 A. No.

15 Q. Okay. What was the next type of emotion or
16 stress that you experienced?

17 A. Concentration loss.

18 Q. Okay.

19 A. That was tied in with anxiety.

20 Q. Okay. Tell me about the concentration loss.
21 How did that affect you?

22 A. I had trouble focusing on my studies for school.

23 Q. And you were going to school at the time?

24 A. Yes.

25 Q. For your current degree or something else?

1 A. Current degree.

2 Q. Which is the RN program?

3 A. Yes.

4 Q. Okay. Were there any other areas where you
5 noticed this to be problem?

6 A. Sometimes at work.

7 Q. How would it manifest itself there? What do your
8 duties at work entail?

9 A. Then or now?

10 Q. Well, I guess then would be appropriate.
11 And then we'll talk about, you know, whether or not --
12 how long this continued, and then we'll see about later
13 than that.

14 A. Then my duties were to prepare pediatric patients
15 for their doctor's visit. Also I worked at an
16 after-hours care, so also take care of acutely sick
17 pediatric patients.

18 Q. How did you notice this concentration loss
19 affecting your work?

20 A. Having to be able to communicate with you,
21 and also just I would -- I'm sorry. Give me a moment.
22 I would just have to take frequent breaks because
23 I wouldn't be able to focus. And then I would have
24 to -- and then go back to work.

25 Q. Okay. Now how long did you notice this

1 concentration loss continuing?

2 A. I would say it's been intermittent the whole
3 time.

4 Q. Let's talk about other symptoms that you noticed
5 of emotional distress. What would you have noticed
6 after that?

7 A. Crying.

8 Q. Am I correct in assuming that started, I think
9 you said the very first time you got served?

10 A. Since the day I was served, yes.

11 Q. That's understandable. What -- how long has that
12 symptom continued?

13 A. That was for about a month after I was served.

14 Q. Okay. And what was the crying particularly
15 about? Is there anything in particular that you wanted
16 to mention about that? How was that -- what was
17 triggering that?

18 A. Just being sad about it.

19 Q. About?

20 A. About the lawsuit.

21 Q. Okay. And so that continued for about a month.
22 How did this -- did this crying have any affect on other
23 parts of your life, whether it was work or some other
24 part? Where was it most noticeable?

25 A. At home.

1 Q. Did it have any affect on your family? Was your
2 family, other than perhaps your husband, aware of your
3 situation?

4 A. Yeah, my kids saw me crying.

5 Q. And what would they say?

6 A. They would just hug me. They don't -- they
7 wouldn't really say anything to me. They don't really
8 -- I didn't want to involve my kids.

9 Q. So you really didn't tell them about the suit
10 itself?

11 A. No.

12 Q. They didn't know why you were crying, I guess.
13 They would just hug you and try to comfort you?

14 A. Yes.

15 Q. Okay. Were there any other symptoms of emotional
16 distress that you noticed?

17 A. Hopelessness.

18 Q. Okay. Tell us about that.

19 A. Again, that's just with the fear of the unknown,
20 not being able to -- not knowing how I was going to pay
21 for all of this.

22 Q. And how long did those feelings continue, in your
23 experience?

24 A. I would say intermittently through the whole
25 thing.

1 Q. Okay. Were there any other emotional symptoms
2 that you wanted to tell us about regarding your reaction
3 to the filing of this lawsuit?

4 A. No.

5 Q. Okay.

6 MR. CANTRELL: May I approach, Your Honor?

7 THE COURT: Yeah.

8 BY MR. CANTRELL:

9 Q. Ms. Campney, I'm handing you what's been marked
10 as Defendant's Exhibit No. 2.

11 MR. CANTRELL: Should I move these into
12 a different area, or should she hang on to the exhibits
13 once they're ---

14 THE COURT: It doesn't matter.

15 MR. CANTRELL: Okay.

16 THE COURT: She can keep them otherwise,
17 or you can move them.

18 MR. CANTRELL: Okay.

19 BY MR. CANTRELL:

20 Q. Let me hand you what's been marked as Defendant's
21 Exhibit No. 2. Can you identify that document?

22 A. It is two pay stubs from my employer.

23 Q. Okay. And what did these pay stubs show?

24 A. It shows time off that I've had to take regarding
25 this case.

1 Q. Okay. And on how many occasions have you had
2 to take time off to deal with the case?

3 A. Including today, this is four days.

4 Q. Four days, okay. And did you lose income as
5 a result of those missed workdays?

6 A. I lost paid time off. I've had to take vacation
7 time.

8 Q. Okay. How much vacation time do you get and how
9 often?

10 A. The first time I had to miss work, I was getting
11 7.08 hours per pay period. The second -- on September
12 23rd and then today and yesterday, I get 6.92 hours per
13 pay period.

14 Q. What happens if you use up all of your paid time
15 off?

16 A. I don't get to take time off.

17 Q. So even for emergencies and things like that?

18 A. I would be able to if it was an emergency, but
19 they don't let us take leave without pay, unless it's
20 an emergency.

21 Q. So if you lose these paid time off days, then you
22 lose possible vacation days that you would have had
23 otherwise?

24 A. Yes.

25 Q. Okay. So even if you got reimbursed for that,

1 you still might not be able to take a vacation during
2 that time?

3 A. Correct.

4 Q. I understand. And do these pay stubs accurately
5 reflect your pay rate for the periods in question?

6 A. Yes.

7 Q. You mentioned there were four days that you had
8 time off, and I see two pay stubs. What were these two
9 pay stubs related to?

10 A. The first one is related to the court appearance
11 at the Dorchester County Magistrate.

12 Q. Okay.

13 A. On February 23, 2018.

14 Q. Okay.

15 A. The second one is for the court appearance here
16 at the Dorchester County Courthouse on September 23rd.

17 Q. Okay. That would have been, I guess, the first
18 call of this case here in Dorchester, what, last month?

19 A. Yes, September 23, 2019.

20 Q. Nineteen, yes. Okay. Very good. Okay.

21 MR. CANTRELL: May I approach, Your Honor?

22 THE COURT: Yeah, sure.

23 MR. CANTRELL: Is it appropriate to ask each
24 time, or what's your preference on that?

25 THE COURT: That's fine.

1 MR. CANTRELL: Okay. Thank you, Your Honor.

2 THE COURT: Show that you're coming out.

3 MR. CANTRELL: Yes, I don't want a bailiff
4 or somebody shooting me.

5 BY MR. CANTRELL:

6 Q. There's Defendant's Exhibit No. 3. It's been
7 marked for identification. Can you tell me what that
8 document is?

9 A. This is IRS standard mileage rates for 2018
10 and 2019.

11 MR. CANTRELL: Your Honor, I don't think
12 I asked to admit No. 2 into evidence. Could I ask that
13 to be admitted at this time?

14 THE COURT: Have you showed it to counsel?

15 MR. BROWN: I have a copy, Your Honor.
16 I don't have any objections.

17 THE COURT: Okay. Very well. Exhibit 2
18 is in evidence.

19 MR. CANTRELL: Very good.

20 (Defendant's Exhibit 2 was entered into evidence.)

21 BY MR. CANTRELL:

22 Q. So for the one you just identified as the mileage
23 rates for 2018 and 2019, what does that represent?

24 A. The mileage that I've incurred in court
25 appearances, mediation and then meeting with you.

1 Q. And that's incurred, exclusively, just in 2018
2 and '19, I guess?

3 A. Correct.

4 Q. This is why you have those. How did you
5 determine the proper mileage rates for those years?

6 A. I multiplied the miles round trip by the amount
7 listed on this website.

8 Q. Okay. And this website being which one?

9 A. The IRS.gov.

10 Q. Okay. So you went to that website, and that's
11 where you found these mileage rates?

12 A. Yes.

13 Q. Then multiplied that times your trips to get your
14 mileage expense, I assume?

15 A. Yes.

16 Q. Okay.

17 MR. CANTRELL: Your Honor, I would ask that
18 Exhibit -- Defendant's Exhibit No. 3 be entered into
19 evidence.

20 THE COURT: Any objection?

21 MR. BROWN: No, Your Honor.

22 THE COURT: All right. Three is in evidence
23 without objection.

24 (Defendant's Exhibit No. 3 was entered into evidence.)

25 MR. CANTRELL: Thank you, Your Honor.

1 May I approach, Your Honor?

2 THE COURT: You may.

3 MR. CANTRELL: Thank you, Your Honor.

4 BY MR. CANTRELL:

5 Q. I'm showing you what's been marked as Defendant's
6 Exhibit No. 4. Do you recognize this document?

7 A. Yes.

8 Q. What is it?

9 A. It's a list of the timeline of court and mileage
10 calculations.

11 Q. Okay.

12 A. And also lost wages.

13 Q. Okay. So this is a summary of the mileage you
14 just talked about showing your calculations, I think,
15 you said?

16 A. Yes.

17 Q. Okay. And also the wages. Was that based on
18 your pay stubs or some other document?

19 A. No, it was based on pay stubs.

20 Q. Okay. So this is your summary of those amounts.
21 And, I guess, what were these -- the trips for? Tell us
22 which meetings or travel that you're listing on your --
23 Defendant's Exhibit No. 4?

24 A. Just read through all of them?

25 Q. Just pop through them, and tell us what kind of

1 stuff you were traveling for.

2 A. Okay.

3 Q. Just the nature of the meeting or what travel.

4 A. Okay. I had a pre-court meeting on February 21,
5 2018 ---

6 Q. Okay.

7 A. --- with you and then a court appearance at the
8 Dorchester County Magistrate Court ---

9 Q. Okay.

10 A. --- on the 23rd of February 2018.

11 Q. Okay.

12 A. And then mediation at the law firm on March 22,
13 2019.

14 Q. Okay.

15 A. And then a court appearance at the Dorchester
16 County Courthouse on September 23, 2019.

17 Q. Okay.

18 A. And then a pre-trial meeting with you on October
19 19, 2019.

20 Q. Okay.

21 A. And then trial preparation and court appearance
22 yesterday and today.

23 Q. Okay. Now you mentioned yesterday. Of course,
24 the trial is held today. Why did you list yesterday
25 as well as a day off?

1 A. At my job, it's not easy for me to leave quickly.
2 So if court were -- if I was to be called into court
3 yesterday afternoon, I wouldn't have been able to leave
4 work. So, I thought it would be best if I just was
5 available. I also wanted to be in the right mindset.
6 I have to do a lot of critical thinking at work, so it's
7 exhausting.

8 Q. What are your normal -- how long is your normal
9 shift these days?

10 A. If I'm lucky, 12-1/2 hours.

11 Q. Okay. So that would be from what time to when?

12 A. 7 a.m. to 7:30 p.m.

13 Q. Okay. You requested to have yesterday off.
14 Did you know at that time whether or not you would have
15 to come to court yesterday?

16 A. I wasn't sure.

17 Q. Okay.

18 A. I requested it on Monday.

19 Q. Okay. Very good.

20 MR. CANTRELL: Your Honor, at this time,
21 I would move Defendant's Exhibit No. 4 into evidence.

22 THE COURT: Any objection?

23 MR. BROWN: No objection at this time.

24 THE COURT: Okay.

25 (Defendant's Exhibit 4 was entered into evidence.)

1 MR. CANTRELL: May I approach, Your Honor?

2 THE COURT: You may.

3 MR. CANTRELL: Thank you.

4 BY MR. CANTRELL:

5 Q. I'm showing you what's been marked as Defendant's
6 Exhibit No. 5 for identification. Can you tell us what
7 that is?

8 A. It is a retainer agreement.

9 Q. With whom?

10 A. With you.

11 Q. Okay. And is there one document there or two?
12 Can you tell me what that exhibit contains?

13 A. A list of fees, costs.

14 Q. Is that your signature on the documents?

15 A. My signature.

16 Q. Okay.

17 A. And then a second retainer agreement.

18 Q. Do you remember what the second one was for?

19 A. It was for the appeal of the magistrate summary
20 judgment.

21 Q. Okay. So, I guess, one for the main case and
22 then one for the appeal?

23 A. Yes.

24 Q. And were those the only retainer agreements that
25 you signed in this case?

1 A. Yes.

2 Q. Okay. According to that agreement retainer,
3 are you obligated to pay your attorney for the work
4 in this case?

5 A. Yes.

6 Q. Okay. And what is the rate that you agreed
7 to pay for those legal services?

8 A. \$350 per hour.

9 Q. Okay. Have you made some payments towards your
10 bill in this case so far?

11 A. Yes.

12 Q. Do you still have amounts that remain unpaid as
13 a result of that?

14 A. Yes.

15 Q. Okay.

16 MR. CANTRELL: Your Honor, at this time,
17 I move Defendant's No. 5 into evidence.

18 THE COURT: Any objection?

19 MR. BROWN: No, Your Honor.

20 THE COURT: Okay.

21 (Defendant's Exhibit 5 was entered into evidence.)

22 MR. CANTRELL: Okay. Your Honor, at this
23 time, I would like to see if we could play an audio CD
24 of a collection call that was made by PRA. This has
25 been produced by PRA in response to discovery requests.

1 THE COURT: Okay.

2 MR. CANTRELL: And I believe we may have
3 the technology to be able to play that today; is that
4 correct?

5 THE COURT: Any objection?

6 MR. SCHIAPPA: I don't have an objection to
7 playing it, but I can't play yours because I don't know
8 where it came from. I've got a copy of it in my
9 computer that I can play.

10 MR. CANTRELL: That's fine. I don't have
11 any issue with that.

12 THE COURT: Well, the one that's played
13 we'll just mark it as an exhibit.

14 MR. SCHIAPPA: We could mark it.

15 THE COURT: Okay.

16 MR. CANTRELL: So we can mark this one
17 and use -- you're going to use a different one?

18 MR. BROWN: Yes, that's a CD player; this is
19 for a computer.

20 MR. CANTRELL: Okay. So how are we going
21 to ---

22 MR. BROWN: Since you didn't bring a CD
23 player, we're happy to ---

24 MR. CANTRELL: Okay.

25 MR. SCHIAPPA: I can't put a foreign CD

1 into my computer because I don't know where it came
2 from, but I can play the one that I brought with me.

3 THE COURT: That would be great.

4 MR. SCHIAPPA: If everybody stipulates
5 to what everybody thinks it's going to say.

6 MR. CANTRELL: Okay. Okay. Actually,
7 it came from Mr. Brown, and I trust him not to corrupt
8 your computer, but still. That's very good.

9 THE COURT: All right. What we'll do
10 is we'll mark one, and put the one that you're playing
11 in evidence.

12 (Defendant's Exhibit 11 was entered into evidence.)

13 MR. SCHIAPPA: Right.

14 THE COURT: Very well.

15 MR. CANTRELL: Okay. Your Honor, since
16 that was produced in discovery, I don't think I need
17 a witness to authenticate to that.

18 MR. SCHIAPPA: We can stipulate
19 admissibility, and I'm ready to play it whenever
20 y'all want. We tested it this morning, and it worked,
21 so hopefully it works this time.

22 THE COURT: All right.

23 MR. CANTRELL: I guess whenever the Court
24 is ready, we can proceed and play that CD.

25 (CD played in open court.)

1 MR. CANTRELL: Can we also stipulate to the
2 date of the call of 10/29/2015?

3 MR. BROWN: Yes, that's right.

4 MR. CANTRELL: So we've also stipulated
5 this call was made on October 29, 2015, Your Honor.
6 May I approach, Your Honor?

7 THE COURT: You may.

8 MR. CANTRELL: I'll put this in our little
9 pile. Okay. Your Honor, at this time, I would like
10 to ask that Plaintiff's Exhibit No. 6 be marked for
11 identification.

12 THE COURT: Defendant's or Plaintiff's?

13 MR. CANTRELL: I apologize. I meant to say
14 Defendant. If I didn't say Defendant, I apologize,
15 Your Honor.

16 THE COURT: All right.

17 (Defendant's Exhibit 6 was marked for identification.)

18 MR. CANTRELL: Defendant's Exhibit 6.
19 Your Honor, this is an order in another case, an older
20 case. It's PRA v. Karen Black, and this is an order
21 that dismissed that case with prejudice based on the
22 attachment of a zero balance account statement, and we
23 believe it's going to be relevant in this case because
24 we have a similar situation here.

25 We haven't, apparently, got things in the

1 right order yet. So it's been marked as Defendant's
2 Exhibit No. 6. And, Your Honor, I would like to request
3 -- it is a copy of an Orangeburg County common pleas
4 order with a filing stamp, and all that stuff on there.
5 I would ask that it be admitted into evidence as
6 Defendant's Exhibit No. 6.

7 MR. SCHIAPPA: Your Honor, I'm going to
8 object to the admissibility of this as a piece of
9 evidence. What it is -- I think that it is what he's
10 saying it is. It's an order from a case in another
11 county. If the Court wants to review it and review
12 the entire record in that case, I wouldn't have an
13 objection.

14 I mean, it's going to be persuasive
15 authority, in a sense, that it was another South
16 Carolina court that entered an order under a certain
17 set of facts. But it doesn't have anything to do with
18 this case. It's not related in any way with this case,
19 so that's why we would object.

20 MR. CANTRELL: It's not directly related,
21 Your Honor. But what we haven't yet ---

22 THE COURT: Let me ask you this question.
23 What fact or issue, which is of consequence to this
24 matter, does that document make more probable or less
25 probable?

1 MR. CANTRELL: Okay. Your Honor, we have
2 not yet produced it into evidence, but we have a -- we
3 were sent in discovery a zero balance account statement
4 from Synchrony Bank that post dated the one the we heard
5 about earlier. And, in this case, Judge Jackson
6 dismissed a similar action by PRA because they had also
7 attached a zero balance account statement from Synchrony
8 Bank in that case.

9 So it goes to the issue of whether or not
10 they have committed a consumer protection violation
11 again, and it goes to the issue of the Unfair Trade
12 Practices Act, as one of the elements requires some
13 repetition, some impact on the public interest.

14 So this would be -- although, I wouldn't
15 normally offer a case into evidence, this would be
16 evidence of -- a repetition of a similar consumer
17 protection violation.

18 THE COURT: All right. I will consider
19 it as authority, but it's not appropriate for it to
20 be an exhibit.

21 MR. CANTRELL: I wasn't sure about that,
22 Your Honor, because of the unusual circumstances in
23 this case.

24 THE COURT: I understand. Okay, yeah.

25 MR. SCHIAPPA: I would ask one thing,

1 Your Honor. I don't think that's an accurate
2 characterization of the facts that happened in that
3 case. I would just ask the Court, if the Court is going
4 to consider that order, to look at the entire record and
5 see what happened in that case.

6 THE COURT: Okay.

7 MR. CANTRELL: I don't know how that's
8 possible, but I have attached to the order, as part of
9 the file that was produced by PRA, the account statement
10 that Judge Jackson was ruling on when he made that
11 ruling. So it's got the order and a copy of the account
12 statement that was -- that the order was based on that
13 was in the file at the time.

14 So my understanding is it's not going to be
15 an exhibit, but it could be case authority, if Your
16 Honor choses to consider it.

17 THE COURT: All right.

18 MR. CANTRELL: Okay. Then I will scratch
19 through the exhibit and mark it as not admitted but
20 submitted. Okay. I guess -- and in a similar vein,
21 Your Honor, is Defendant's Exhibit No. 7. And what this
22 is -- what 7 is, is a subsequent order that was issued
23 on a sanctions motion because of that case, where the
24 Court -- the trial Court issued sanctions against PRA
25 in the amount of \$8,000 and some odd dollars because

1 the Court found a violation of Rule 11 because of
2 the attachment of the zero balance account statement,
3 yet they were demanding a different amount than that.

4 So it was an order granting the sanctions
5 motion that was also issued by the trial Court in
6 Orangeburg, Your Honor.

7 MR. SCHIAPPA: Same objection, Your Honor.
8 I'm sorry. Same objection. I think this is just
9 another order from that same case we were just talking
10 about. Again, we would take the position that's
11 persuasive authority the Court could consider, but it's
12 not appropriate to be admitted into evidence.

13 THE COURT: Thank you. It's not evidence
14 in this case. And, you know, if you want to pass it up
15 for me to review it, I'm happy to have it passed up.

16 MR. CANTRELL: Very good, Your Honor.
17 I will treat it the same way as the other one.
18 May I approach, Your Honor?

19 THE COURT: You can pass it to her.

20 MR. CANTRELL: Yes, Your Honor. Which
21 reminds me, Your Honor, at this point, I'm going to see
22 if I can find where I stuck that account statement I was
23 just talking about. Sorry. I thought I had all of this
24 together, and then apparently, I did not.

25 (Pause.)

1 MR. CANTRELL: Perhaps, I'll be able to take
2 a moment a little bit later to find that, Your Honor.
3 I thought I had all that here, but I don't see it.
4 Okay. Let's proceed, Your Honor. I remember where
5 it is now. My apologies. Okay. Very good.

6 The next matter, Your Honor, are some
7 responses to discovery request that the Plaintiff had
8 produced to us in discovery. It's Defendant's Exhibit
9 No. 8. And we would ask Your Honor that the discovery
10 request be admitted, but they be limited as to
11 admissions against interest by the Plaintiff. That's
12 the purpose for which they're being submitted. To the
13 extent there might be anything else in there, that would
14 be claims by PRA or something like that, that haven't
15 been properly introduced in evidence, we wouldn't admit
16 them for that purpose.

17 I believe it's possible, although, I may be
18 incorrect, it's possible to admit an exhibit for a
19 particular limited purpose in this case. These are
20 discovery requests signed by the Plaintiff, or by
21 Cooling and Winter, the third-party Defendant. In this
22 case, it's the Plaintiff, PRA. And we believe that
23 their proper admissibility is limited to any admissions
24 that they may contain. So we would request that they
25 be admitted with that limitation.

1 THE COURT: I don't know that I understand
2 what you're doing. I'm sorry.

3 MR. CANTRELL: Okay. I have discovery
4 responses.

5 THE COURT: Okay.

6 MR. CANTRELL: First discovery request
7 that was sent to PRA, via their attorney, they came back
8 and responded to those. They answered them. Of course,
9 you know, there may be claims in there by them or other
10 things that would not be admissible evidence on their
11 part. I just want to make sure that these requests are
12 being submitted for their effect as admissions against
13 interest by a party opponent and not for any other
14 purpose. That's what I'm trying to say.

15 THE COURT: Okay.

16 MR. CANTRELL: If it's permissible to
17 introduce them on that limited basis, then I would ask
18 the Court to ---

19 THE COURT: Do you want me to look through
20 all of the discovery, or is there some portion of
21 discovery that you think ---

22 MR. CANTRELL: No, that's all -- only have,
23 like, three discovery responses from them, and I want
24 that limitation as to all of it. They're being admitted
25 for the purpose of admissions against interest by a

1 party opponent only. Does that make sense, Your Honor?

2 THE COURT: Okay.

3 MR. CANTRELL: That's my request.

4 THE COURT: And you want me to look at all
5 of the discovery or some of the discovery?

6 MR. CANTRELL: Well, I thought it would be
7 -- well, all of it is not being submitted into evidence,
8 just the one -- just the discovery responses that
9 contain request for admission. However, I didn't want
10 to only take a page off and a page here and there.
11 So for each one of the sets of responses that had some
12 admission in it, I have submitted those. I haven't
13 submitted everything, and frankly, we're only talking
14 about, you know, three documents, groups of documents,
15 and there are only admissions at certain points in them.

16 So it's not all relevant, but the rules say
17 that if I supply, like, part of it, and they've got
18 the opportunity to supplement, and I didn't want them
19 to have to get into that. So, I wanted to submit
20 a complete document for each of the documents they
21 responded to that I thought was relevant.

22 THE COURT: Okay. Well, you need to tell
23 me what parts you want me to look at, okay.

24 MR. CANTRELL: Okay. And we can walk
25 through that when we get a chance to address them,

1 Your Honor. And I know normally with a jury, you would
2 publish those things to the jury. I don't know if
3 I would talk through those at this point, or if they
4 would be raised in oral argument after they're submitted
5 into evidence, perhaps, later on. I'm not sure the best
6 procedure or a way to approach that, Your Honor.

7 THE COURT: Well, I would like you to circle
8 what you want me to look at. If you want me to look
9 at questions or responses number two, four, and six,
10 I would like you to circle them. Any objections to
11 circling what he wants me to look at?

12 MR. SCHIAPPA: I don't have any objection.
13 I don't have an objection, Your Honor.

14 THE COURT: Okay.

15 MR. SCHIAPPA: I think -- so this is what
16 you've marked as Defendant's 8?

17 MR. CANTRELL: Defendant's 8 is what we're
18 looking at right now. The Plaintiff's first responses
19 to the discovery request.

20 MR. SCHIAPPA: Okay. So no objection.

21 THE COURT: I just don't want to go through
22 all of your discovery to figure out what it is you want
23 me to see. That's all.

24 MR. CANTRELL: I know.

25 MR. SCHIAPPA: And I'm still not sure

1 I understand how they're admitted for one purpose
2 and not another.

3 MR. CANTRELL: Well, if that's not
4 permissible, Your Honor, then I would just want to admit
5 it anyway. But I thought -- I read somewhere it was
6 possible to admit, you know, evidence for a limited
7 purpose and not for another, but if that's not Your
8 Honor's understanding, then I'll just ask them to be
9 admitted.

10 I don't really think that any other claims
11 in there by the other side would be anything other than
12 hearsay or self-serving statements. They wouldn't
13 qualify as an admission. So, I don't see a problem with
14 them being admitted. I just was trying to be extra
15 cautious in that regard, if that makes sense. I guess
16 Your Honor is not aware of any limited admission ruling
17 either.

18 THE COURT: So you want me to look at these
19 submittals and admission by a party opponent?

20 MR. CANTRELL: Yes, Your Honor.

21 THE COURT: I'm happy to look at them as
22 an admission by a party opponent, but it will say what
23 it says.

24 MR. CANTRELL: It does, Your Honor.

25 THE COURT: And if it says something --

1 let me give you an example. If it says the Defendant
2 owes \$4,000, and you think that that's an admission by
3 a party opponent, but it ends up being what is
4 corroboration for the Plaintiff's claim, it's
5 corroboration for the Plaintiff's claim.

6 MR. CANTRELL: Even if they said it in
7 response to my discovery request, then it wouldn't
8 be evidence on their side what they said, they're
9 self-serving statement in response to my question,
10 you know, no, you owe me \$12,000, for example,
11 wouldn't be evidence that we owe them \$12,000, would it?

12 THE COURT: Yes, it would be because ---

13 MR. CANTRELL: I'm not sure how you get
14 beyond hearsay because it's not an admission against
15 interest. It's a statement by the other party to their
16 benefit, not to their detriment. So, I'm not sure how
17 you get past the hearsay rules on that statement, from
18 their perspective.

19 MR. SCHIAPPA: We are not offering it,
20 you are.

21 MR. CANTRELL: I understand. And so maybe
22 you come back and say, well, \$4,000, you owe us \$12,000,
23 that wouldn't be admissible evidence that I owe them
24 \$12,000, I don't think, because it's just their claim.
25 It's not -- if I said we owe you \$12,000, that would be

1 an admission against interest, right. But if they said
2 -- you understand my concern, Your Honor?

3 THE COURT: I know what you're asking,
4 and it's really odd because here I am again.
5 You've asked me to rule in a vacuum, and I guess what
6 I'm sharing with you is this. If there is an answer,
7 and that answer is also some sort of corroboration,
8 and you don't want me to see it -- in other words,
9 if it helps them instead of you, no. It's not the
10 way the rule works. If you put it in, and it happens
11 to help -- I'm not going to look at it and disregard
12 it if it helps the other side, and only consider it
13 if it helps you. That's not the way evidence works.

14 MR. CANTRELL: Okay.

15 THE COURT: You have to choose whether
16 or not you want it in or not.

17 MR. CANTRELL: I don't -- I'm not aware
18 of any issues with that, Your Honor. And I think ---

19 THE COURT: Say what?

20 MR. CANTRELL: Sorry?

21 THE COURT: I didn't understand what you ---

22 MR. CANTRELL: I'm not aware of any issues
23 like that in the documents, but they're large. And out
24 of an abundance of caution, I simply wanted to make sure
25 that I had my bases covered.

1 THE COURT: I am not going to -- if this
2 is helpful, if you circle two, three and four, I'm not
3 going to sit there and go through the whole thing.
4 I can assure you.

5 MR. CANTRELL: Some judges might,
6 Your Honor. I didn't know.

7 THE COURT: But if you circle two, three
8 and four, and I look at two, three and four and two,
9 three and four seems to corroborate something that has
10 been testified to by Mr. Andrews on behalf of the
11 Plaintiff, then I may consider what I look at as being
12 corroboration for Mr. Andrews' testimony, if that's
13 helpful.

14 MR. CANTRELL: I do understand, Your Honor.

15 THE COURT: Okay.

16 MR. CANTRELL: Now, I didn't realize ---

17 THE COURT: But I'm not going to look at
18 number six, seven, and eight, and go hahaha, six, seven
19 and eight, you know, corroborates what Mr. Andrews said.
20 I'm not going to do that. I will only look at the
21 submitted items.

22 MR. CANTRELL: Now, I wasn't aware about
23 needing to, you know, circle those like you just
24 suggested. So, I've got three documents in that regard,
25 and I would have to, you know, make sure I know which

1 ones need circling. So, I just ask you procedurally
2 whether it would be better for me to take a few minutes
3 of break to do that now or ---

4 THE COURT: Yeah, let's take a little break
5 right now. It would be a wonderful time.

6 MR. CANTRELL: Okay. Very good, Your Honor.

7 THE COURT: And you can take a break too.
8 You can take a break as well. Just please don't discuss
9 you testimony with anyone. Fair enough?

10 THE WITNESS: Okay.

11 THE COURT: You can talk about how sad it
12 is that the Yankees lost the pennant, but not your
13 testimony.

14 THE WITNESS: Okay.

15 THE COURT: Thank you.

16 (Recess taken at 3:30 p.m.)

17 (Back on the record at 3:48 p.m.)

18 THE COURT: Please be seated. Okay.

19 Now you have questions for your client? Because she
20 would like to come -- I mean, she might like it if you
21 come up here. She probably would like to get off the
22 witness stand, yes?

23 THE WITNESS: Yeah.

24 THE COURT: Do you have any more questions
25 for her?

1 MR. CANTRELL: No, Your Honor. But I have
2 reviewed eight, nine and ten, our last exhibits, and
3 I have marked them as you requested.

4 THE COURT: Say what?

5 MR. CANTRELL: I've reviewed our Exhibits 8,
6 9, and 10.

7 THE COURT: Okay.

8 MR. CANTRELL: Our last exhibits, and I've
9 marked them as you requested, you know, circled the ones
10 that I thought were important in the discovery
11 responses. And I wanted to go ahead at this time and
12 possibly admit them into evidence, and then I believe
13 we will be prepared for cross-examination.

14 THE COURT: Show them eight, nine, ten,
15 whatever it is, show it please to counsel. Make sure
16 they don't have an objection.

17 MR. SCHIAPPA: Well, we don't know what's
18 been circled, I think is the problem. And then there
19 were some parts of -- so eight ---

20 THE COURT: You ---

21 MR. SCHIAPPA: I'm sorry. Go ahead.

22 THE COURT: You don't have to justify.
23 He does need to show you. You don't have to justify
24 why it is you need to see what exhibit. He just needs
25 to show you.

1 MR. SCHIAPPA: Okay.

2 MR. CANTRELL: I didn't quite get that far
3 during the break, Your Honor.

4 MR. SCHIAPPA: He have copies of them.
5 We just don't know what's been circled.

6 MR. CANTRELL: Exactly. And I haven't had
7 a chance to finish -- I finished the circling on the
8 originals, but I haven't had a chance to show him my ---

9 THE COURT: Why don't you do this, then.
10 Do you -- why don't you do this, then. Why don't you --
11 and you don't have any more questions for your witness?

12 MR. CANTRELL: I do not.

13 THE COURT: Okay. Can you tell them what
14 --- eight, nine and ten, what are they? Are they
15 requests to produce? Are they answers to
16 interrogatories? What are they?

17 MR. CANTRELL: They're all three. Well,
18 the first two are all three. There's one with ---

19 THE COURT: The first two are all three
20 doesn't make any sense.

21 MR. CANTRELL: I apologize, Your Honor.
22 The first one is a response by PRA to our request for
23 production, our request for admissions and our
24 interrogatories. That's what eight is.

25 THE COURT: All three -- all that is in

1 Exhibit 8?

2 MR. CANTRELL: Yeah.

3 THE COURT: Okay.

4 MR. CANTRELL: That's eight. And then nine
5 is the same thing for Cooling and Winter, the
6 third-party Defendant.

7 THE COURT: Okay.

8 MR. CANTRELL: And their responses weren't
9 exactly the same, you know. So we've got -- and they
10 were made separate anyway. So we've got their responses
11 in nine, Cooling and Winter.

12 THE COURT: Why don't you do this.
13 Why don't you just pass those over so they can be
14 looking at them, and then they can tell me if they have
15 an objection.

16 MR. CANTRELL: Okay.

17 THE COURT: How about that?

18 MR. CANTRELL: Sure. That will work.

19 THE COURT: And then we'll have
20 cross-examination. Can one of you do that while the
21 other cross-examines, is that okay?

22 MR. BROWN: Yes, ma'am.

23 THE COURT: Okay. Awesome.

24 MR. CANTRELL: Very good, Your Honor.

25 THE COURT: All right. Very well. It's ten

1 to four, and I do want to try to get finished. I do
2 want to try.

3 MR. CANTRELL: I hope we can, Your Honor.
4 We're finished with our exhibits, so I think we're
5 getting there.

6 THE COURT: Yeah, she's got people to heal.

7 MR. CANTRELL: Yes, Your Honor.

8 THE COURT: Okay.

9 MR. BROWN: Thank you, Your Honor. May it
10 please the Court.

11 THE COURT: Yes, sir.

12 CROSS-EXAMINATION

13 BY MR. BROWN:

14 Q. Good evening. It's getting late, isn't it?

15 A. Yeah.

16 Q. Now if you need to stop just let me know, okay.

17 A. Okay.

18 Q. I'm not here -- I'm not a mean guy. I'm just
19 here to, you know. So if you just need to take a break,
20 let me know.

21 A. Okay.

22 Q. Now you stated that -- can you tell me your
23 address again.

24 A. My address?

25 Q. Your address.

1 A. 4976 Wescott Boulevard, Apartment 934.

2 Q. Okay. And how long have you lived there?

3 A. A little over seven years.

4 Q. Okay. And do you get mail at that address?

5 A. I do.

6 Q. Okay.

7 A. And I have issues with mail in the past.

8 Q. Okay. Did you get the billing statements from

9 HH Gregg?

10 A. I believe so.

11 Q. Okay. Did you make payments on that account?

12 A. Yes.

13 Q. Okay. So you did have an HH Gregg credit card?

14 A. Yes.

15 Q. Okay.

16 MR. BROWN: I have nothing further,

17 Your Honor.

18 THE COURT: Very well. Any redirect?

19 MR. CANTRELL: Shortly, Your Honor.

20 THE COURT: Okay.

21 REDIRECT EXAMINATION

22 BY MR. CANTRELL:

23 Q. Ms. Campney, you said you've been having some
24 issues with your mail. Could you tell us more about
25 that?

1 A. I have had mail stolen and damaged on several
2 occasions.

3 Q. Is it just the area you live in? What's going
4 on there, do you know?

5 A. I don't know if this happened to my neighbors.
6 I know about it because we've had cards and gifts from
7 family in another state mailed, and on one occasion the
8 box was opened, things were stolen out of it, and on
9 other occasions we just haven't gotten it.

10 Q. Okay. You indicated that you had received some
11 billing statements from Synchrony Bank. Do you know
12 if you received the particular statements that were
13 submitted into evidence by their witness?

14 A. I can't recall the specifics.

15 Q. Okay. So regarding any one of those statements,
16 you couldn't say whether or not you had actually
17 received that?

18 A. Correct.

19 Q. Okay. And so were any payments, to the best
20 of your knowledge, made to PRA at all?

21 A. No.

22 Q. Okay. Were any payments, to the best of your
23 knowledge, made to Synchrony Bank after that October
24 2014 last payment date that they alleged?

25 A. Not that I can recall.

1 Q. Okay.

2 MR. CANTRELL; I think that's it for follow
3 up, Your Honor.

4 THE COURT: No recross?

5 MR. BROWN: No, Your Honor.

6 THE COURT: Thank you so much. And feel
7 free to take your water with you.

8 THE WITNESS: Do I take all these papers?

9 THE COURT: You can leave it right there.
10 Are some of those your notes? Yeah, take your notes.

11 THE WITNESS: Okay. Thank you.

12 THE COURT: All right. Call your next
13 witness, please.

14 MR. CANTRELL: Yes, Your Honor. I would
15 like to call Mr. Benjamin Campney to the stand.

16 MR. BENJAMIN CAMPNEY, was called as a
17 witness, being duly sworn, was examined and testified as
18 follows:

19 THE COURT: All right. Your witness.

20 MR. CANTRELL: Thank you, Your Honor.

21 DIRECT EXAMINATION

22 BY MR. CANTRELL:

23 Q. Good afternoon, Mr. Campney. How are you doing
24 today?

25 A. Pretty good. I have some hearing loss, and you

1 are a distance away, so.

2 Q. I will -- maybe if I stand closer to this
3 microphone. Does that help at all?

4 A. It does.

5 Q. Very good. I have the same issue, so I certainly
6 understand. If I need to repeat anything, you know,
7 or don't answer a question if you don't fully understand
8 no matter who asks you. And I will make sure to repeat
9 it, if necessary. Okay. Mr. Campney, tell us about
10 your relationship to the Plaintiff -- to the Defendant
11 in this case.

12 A. All right. I'm her husband.

13 Q. Okay. And how long have you guys been married?

14 A. Since 2005.

15 Q. Oh, okay. And would you say -- would you think
16 it's fair to say that you know her better than just
17 about anybody else around here?

18 A. Probably better than herself.

19 Q. Better than herself, that's interesting. Well,
20 that's certainly very good. Tell us a little bit about
21 yourself. Your wife said you had a family, what, two
22 children?

23 A. Two children, yes.

24 Q. Two daughters I think she said?

25 A. Two daughters.

1 Q. What about your work? What do you do for work?

2 A. I work for a textile company, SMC Distributing,
3 in Ladson.

4 Q. Oh, okay. And what do you do for them?

5 A. Logistics, data entry, customer representation,
6 and business transactions.

7 Q. Oh, okay. Sounds a little complicated. How long
8 have you been doing that?

9 A. Going on six years.

10 Q. Okay. And what were you doing prior to that
11 time?

12 A. I was a baker for Panera Bread.

13 Q. So, you're actually one of the people that bake
14 those good rolls and stuff we get in there. That's
15 cool. I knew somebody had to do that. I just never
16 knew anybody that did. Okay. Tell us a little bit
17 about your education.

18 A. I attended college -- I graduated from high
19 school. I attended college for music theory, and then
20 later I attended college again for American History.

21 Q. And how long were you in college for?

22 A. Total or each time?

23 Q. Total.

24 A. About two and a half, three years, something like
25 that.

1 Q. Okay. Let's talk about what you have observed
2 regarding your wife's alleged emotional distress damages
3 that she talked about earlier. I think there's
4 a document that's been marked as Defendant's Exhibit
5 No. 1. Do you still have those?

6 A. Most likely, yes.

7 Q. Okay. Number one.

8 A. There we go.

9 Q. Okay. Do you recognize Exhibit No. 1?

10 A. I do.

11 Q. Okay. Can you tell us about that -- about what
12 you know about how that document was created?

13 A. Yeah, because she did it with me -- she didn't do
14 it with me; she did it herself and then consulted me
15 afterwards.

16 Q. Okay. So she's listed certain symptoms of
17 emotional distress that she says she has experienced
18 because of this lawsuit. What we want to hear is your
19 comments on that and what you observed as a witness to
20 those particular matters. So why don't we start with
21 the first one that she alleged -- well, and if you have
22 anything in general to tell us about what you observed,
23 aside from what she said, you can start with that.
24 And, if not, let's talk about what she said and what
25 you observed in relation to that.

1 A. Okay. Most -- I think most of it was probably
2 following the anxiety. The best way to describe it
3 would be kind of like a rolling downhill effect.
4 She would worry verbally quite a bit, and kind of roll
5 downhill a bit until it clearly was more than she could
6 handle.

7 Q. When did this -- when did these effects start,
8 to the best of your knowledge?

9 A. The very night the sheriff came with the papers
10 when she came home after school and also when I spoke
11 to her on the phone.

12 Q. Were you home at that time when the papers were
13 served?

14 A. What was that?

15 Q. Were you home at the time when the papers were
16 served?

17 A. Yes, I was, yes.

18 Q. So you were personally served with the papers
19 for her?

20 A. Yes.

21 Q. Okay. And then what did you do after that?

22 A. Well, I informed Jennifer of the papers, and she
23 said, well, go ahead and open them. So, I opened them,
24 and explained to her what they were. It was a summons,
25 I believe, is what they call it.

1 Q. Summons and complaint?

2 A. Yeah, something like that.

3 Q. Yeah.

4 A. Regarding an account. I don't recall exactly how
5 it was worded, but that's what it was.

6 Q. How did she respond to that news?

7 A. A little bit in disbelief, a little bit shocked,
8 and anxious because I think at first, at least for me,
9 we didn't know if it was legit. But the sheriff brought
10 it, so then we decided it's probably legit.

11 Q. It's probably good to pay attention to what the
12 sheriff brings, that's true. Okay. Well, let's talk
13 about the symptoms that she alleged and what you
14 observed in regards to those. You have Exhibit 1 there.
15 What was the first one that she listed?

16 A. The first one was anxiety.

17 Q. Okay. And what did you notice in regards to
18 that?

19 A. Worry, overly worried, thinking or coming up
20 without any prompt kind of thing, just sit around --
21 actually, she had been studying a lot, to be honest with
22 you, at that point in time. And she would just kind
23 of stop and would just start mentioning it, you know,
24 out of the blue. And that probably falls under the
25 concentration loss as well where it would take her focus

1 off on what she was doing.

2 Q. Yeah, she mentioned that as well. How did it
3 affect her lifestyle, to the best of your observation?

4 A. She's kind of reluctant to really -- all her
5 focus was kind of on this, outside of school and work,
6 which is already an X amount of hours of every week.
7 So the limited hours left were not enough I think to
8 compartmentalize all this in her head. So, I would say
9 she lost a lot of her free time worrying about this.

10 Q. Okay. So that was the anxiety. Was there
11 anything else you noticed in regards to anxiety or no?

12 A. In the beginning, she got kind of the roll
13 downhill effect. Then she would start talking about
14 it more and more rapidly, which usually would end in
15 her crying about it, kind of going through the stages,
16 if you will, you know. She would cry. Usually, that's
17 I think -- she marked off the hopelessness would come
18 after that, and it would be kind of cyclical.

19 Q. How did the financial aspect of this affect your
20 family?

21 A. What was that?

22 Q. The financial aspect. She mentioned there was
23 financial issues because of the suit. How did that
24 affect your family?

25 A. Just making cuts to things. We had to spend X

1 amount said week, you know, especially in the beginning
2 when we first procured you, you know, to get things
3 scheduled and stuff. So, you know, we had to pay our
4 bills, you know, move payments a week, stuff like that
5 to try and make it all fit.

6 Q. Understood. Okay. So that was anxiety. You may
7 have touched on the next one, which was what?

8 A. After that is concentration loss.

9 Q. Was there anything you wanted to add to that,
10 other than what you just told us?

11 A. Not really. She would just be doing her school
12 studies, and she would stop, and she wouldn't really be
13 able to get back on the school studies, calm her down,
14 you know. Then sometimes she would just kind of not
15 be there, you know, kind of I'm talking type of thing,
16 and she's like, oh, I'm sorry. I was thinking, you
17 know. What are you thinking about? And, you know,
18 that was many times one of the subjects.

19 Q. Had you noticed these symptoms prior to the time
20 the suit started? How do you know it was related to the
21 suit?

22 A. I mean, at times she would be stressed, but
23 nothing compound as this, nothing as regularly
24 occurring. There's stress, obviously, when you go to
25 school or whatever, but they were typically standard

1 stresses. They didn't cause a roll downhill,
2 constantly, you know, go back to it.

3 Q. In terms of severity, how would you describe the
4 stress that you saw her under as a result of the
5 lawsuit?

6 A. I'm sorry. Could you repeat that?

7 Q. In terms of severity, how would you describe
8 the amount of stress that you saw her under as a result
9 of the lawsuit?

10 A. I'd say it's pretty severe. If your baseline
11 is a five, I'd say she was easily at all times a seven
12 and would peak up from there.

13 Q. Okay. And that was compared to prior to the time
14 the suit was served? In other words, you're saying
15 that's how it was after the suit was served but not
16 before?

17 A. She wasn't like that before.

18 Q. Wasn't like that before?

19 A. No, not at all.

20 Q. So before is your baseline, I guess?

21 A. Yes.

22 Q. And then you're talking about it increased
23 to seven or higher, periodically?

24 A. Yes.

25 Q. Okay. The concentration loss, was there anything

1 else that you noticed regarding her emotional symptoms?

2 A. Than the concentration loss, no.

3 Q. Okay. What about the next one? What was the
4 next one?

5 A. The next one was crying.

6 Q. Okay.

7 A. And like she said that lasted about a month after
8 she was served because I think a lot of that had to do
9 more with confusion. She -- obviously, neither one of
10 us really had experience in this, so we didn't really
11 know ---

12 Q. Okay.

13 A. --- what to do.

14 Q. Anything else about the crying that you want
15 to add?

16 A. I mean, it's the same kind of thing where once
17 she got on the subject, it's hard to get off of it,
18 you know. That was kind of the end of the night at that
19 point. It was kind of time to go to bed because she
20 really couldn't come down from it.

21 Q. How did it affect your family life?

22 A. Again, she had very little free time, and that
23 took away a lot of what was left. It was apparent
24 to the children. I, obviously, was in on everything,
25 so I knew where it was coming from. I could justify it,

1 you know, all that stuff, but the children had no idea
2 why.

3 Q. And what other symptoms, if any, did you observe
4 her experience?

5 A. The hopelessness was there intermittently
6 throughout. I don't think she -- that's kind of
7 a negative emotion, and prior to being served Jennifer
8 hadn't really had a lot of negative emotions, like,
9 overwhelming her.

10 Q. Okay. Very good. Is there anything else you
11 want to add about any of these emotional symptoms,
12 or was that the last one? I don't remember.

13 A. That's the last one.

14 Q. The last one. So is that all that you wanted
15 to say about that?

16 A. Yes.

17 Q. Very well.

18 MR. CANTRELL: Your witness.

19 THE COURT: Cross-examination.

20 MR. BROWN: No questions, Your Honor.

21 THE COURT: All right. Thank you.

22 Call your next witness, please.

23 MR. CANTRELL: Our next witness is
24 Mr. Joseph Brown.

25 THE COURT: All right, Mr. Brown.

1 MR. JOSEPH BROWN, was called as a witness,
2 being duly sworn, was examined and testified as follows:

3 MR. SCHIAPPA: Your Honor, may I just make a
4 brief motion? I haven't been here for the previous ---

5 THE COURT: It feels kind of weird
6 standing ---

7 MR. SCHIAPPA: By all means. I would just
8 ask the Court to limit the examination in this case.
9 Maybe this is an unnecessary motion anyway, but just
10 because it's kind of extraordinary for a party's counsel
11 to have to testify in the case, limit the testimony
12 to what is absolutely required.

13 THE COURT: Just object if you have
14 a concern.

15 MR. SCHIAPPA: Thank you, Your Honor.

16 THE COURT: Thank you.

17 DIRECT EXAMINATION

18 BY MR. CANTRELL:

19 Q. Good afternoon, Mr. Brown.

20 A. Good afternoon.

21 Q. Good to see you again.

22 A. Yes, sir.

23 Q. We've been seeing a lot of each other this week.

24 A. Unfortunately.

25 Q. I told those guys in the front -- I've been here

1 every day like them, but not quite as long. So tell us
2 about yourself, Mr. Brown. What is your current
3 position?

4 A. I'm an associate attorney with Cooling and Winter
5 in the satellite office of Greenville, South Carolina.

6 Q. Okay. Are you the managing attorney there or the
7 head attorney in the state, let me put it that way?

8 A. No, I'm just -- my title is associate attorney.

9 Q. Okay. Who pretty well runs the office in
10 Greenville?

11 A. Mr. Schiappa is the managing attorney that
12 I report to.

13 Q. Of course, he lives where?

14 A. In Georgia.

15 Q. Okay. I see you mostly in court, so I figured
16 you were kind of running things, but I guess you're just
17 the local -- the senior most -- attorney in South
18 Carolina right now.

19 A. Yes, sir.

20 Q. Okay. Tell us about your work background.
21 Currently, you're at Cooling and Winter. How long have
22 you been there?

23 A. I've been with Cooling and Winter for three
24 years. Prior to that, I was with Frederick J. Hanna for
25 one year. Prior to that, I was with Parnell and Crum

1 for one year, and then I was with a national real estate
2 company for about eight months. Before that, I worked
3 for my father.

4 Q. Was that also in the legal field?

5 A. No, that was for his business.

6 Q. Okay.

7 A. He's retired, so I jumped back into the legal
8 field.

9 Q. Very good. Tell us a little bit about your work
10 with Cooling and Winter. What do you do for them?

11 A. I review and approve suits. I review and approve
12 motions, defaults, prepare for hearings, argue hearings
13 for motions, trials. I work on a calendar every week so
14 I know where I have to go, where the other attorney has
15 to go and for me to be ready, everything ready for those
16 cases.

17 I file satisfactions, dismissals, answer any
18 questions they may have from the Georgia office from,
19 you know, paralegals and stuff if they have questions
20 about whether certain things have been filed, or if
21 I need copies of certain documents and things like that.

22 Q. What type of work does Cooling and Winter do?

23 A. They collect debts.

24 Q. And what type of debts? Are we talking consumer
25 or business?

1 A. I believe the majority are consumer. We do
2 occasionally get some business accounts.

3 Q. Who are your major clients?

4 MR. SCHIAPPA: Objection. Relevance.

5 THE COURT: Tell me why it's relevant.

6 MR. CANTRELL: I'm just trying to clarify
7 if there's -- how much of it is consumer work versus
8 the business stuff.

9 THE COURT: Why don't you ask him what
10 percentage is consumer and what percentage is business.

11 MR. CANTRELL: Fair enough.

12 THE COURT: All right.

13 BY MR. CANTRELL:

14 Q. What percentage of your work is consumer work,
15 do you think?

16 A. And this is just an estimation, maybe 75 percent,
17 80 percent.

18 Q. Okay. And are you pursuing that solely in South
19 Carolina, or do you do other states as well?

20 MR. SCHIAPPA: Objection. Relevance.

21 THE COURT: Yes, sir. What's the relevance?

22 MR. CANTRELL: Well, possibly the size
23 of the firm. I guess it's not that important.

24 I'll withdraw that question.

25 THE COURT: Okay.

1 BY MR. CANTRELL:

2 Q. Okay. Are you familiar with the Fair Debt
3 Collection Practices Act?

4 A. Yes.

5 Q. Okay. Based on your understanding of fourth
6 circuit case law, if any, do you know whether or not you
7 would be considered a debt collector under that act?

8 MR. SCHIAPPA: Objection. Calls for legal
9 conclusion.

10 MR. CANTRELL: We're asking a lawyer, and he
11 can give a legal opinion, I would think, Your Honor.
12 Maybe I could rephrase it if that would be better.

13 THE COURT: Okay.

14 BY MR. CANTRELL:

15 Q. Do you believe that you would -- that your
16 actions collecting debt against consumers for your law
17 firm would be covered by the Fair Debt Collection
18 Practices Act?

19 MR. SCHIAPPA: Your Honor, he's a fact
20 witness, and he's asking legal questions. This could be
21 done in closing argument by either counsel for either
22 side.

23 THE COURT: Overruled.

24 MR. BROWN: Repeat the question.

25 THE COURT: Mr. Brown, this is -- you can

1 answer it insofar as what do you think the status of
2 your law firm is with regards to the Fair Debt
3 Collection Practice. Do you believe that your -- do you
4 perceive yourself, vis-à-vis, your firm as a debt
5 collector?

6 THE WITNESS: Under the FDCPA, I believe
7 we would be classified as a debt collector.

8 BY MR. CANTRELL:

9 Q. Okay. And do you know why that would be, or what
10 part of that definition you just -- it's just your
11 understanding that's -- okay. I understand.

12 MR. SCHIAPPA: Your Honor, may I?
13 The reason for the objection is that's a case-by-case
14 analysis. So in some cases, we would be classified as
15 debt collectors, but in some cases we wouldn't. So just
16 to say generally we're a debt collector, we do collect
17 debt, but that doesn't mean necessarily, in this case,
18 we are a debt collector. It depends on whether this
19 particular debt is a consumer debt, is the reason
20 why ---

21 THE COURT: Gotcha.

22 MR. SCHIAPPA: It's just a broad
23 characterization.

24 THE COURT: I'm with you. I understand.

25 BY MR. CANTRELL:

1 Q. Does your firm regularly collect consumer debts?

2 A. Yes.

3 Q. Okay. The debt in this particular case, do you
4 believe it to be a consumer debt?

5 A. Yes.

6 Q. Okay. Do you believe that your actions would be,
7 at Cooling and Winter, in the process of collecting
8 consumer debt, would be covered by the South Carolina
9 Consumer Protection Code?

10 A. No, because -- no.

11 Q. Because?

12 A. Because of Bracken v. Simmons First National
13 Bank.

14 Q. Gotcha. Based on your understanding of the case
15 law within our federal circuit, the fourth circuit,
16 do you believe that your litigation activities, such
17 as filing suits, would also be subject to the FDCPA?

18 A. Based on the case that we just received, yes.

19 Q. Okay. And which case are we referring to?

20 A. I don't -- you just handed it to me.

21 Q. The one I just handed to you was ---

22 A. I don't recall the cite, I didn't memorize it.

23 Q. --- Sayyed, S-A-Y-Y-E-D versus Wolpoff and
24 Abramson, it's 485 F. 3rd 226, cited in 2007, and that's
25 the copy of the case that I handed you. I may have

1 mentioned that previously, Your Honor. That's the one
2 he just looked at. Okay. In this particular case,
3 who signed the verified statement of account that was
4 attached to the complaint?

5 A. I did.

6 Q. Okay. Did that verified statement of account,
7 to the best of your memory, indicate that a specific
8 amount was owed to PRA?

9 A. Yes.

10 Q. Okay. How did you determine the correct amount
11 to put in that affidavit that you filed in support
12 of that summons and complaint?

13 A. Based on the business records provided to our
14 firm from Portfolio Recovery.

15 Q. Okay. Did you have any independent knowledge
16 of whether or not that amount would be correct?

17 A. We are in no duty to investigate the amount being
18 sued for.

19 Q. Okay. So you didn't do any separate
20 investigation into that in this case?

21 A. I have no duty to do so.

22 Q. Do you have any -- do you know for sure whether
23 or not that amount would be correct? Would you have any
24 way of knowing whether or not that amount would be
25 correct, except for the business records you were

1 provided?

2 A. That is -- basically, the business records
3 provided. That is the amount that was sued for.

4 Q. Okay. When your office gets a new case, such as
5 this one, how is that processed? What does your office
6 do when filing lawsuits against consumers in this state,
7 such as Ms. Campney?

8 MR. SCHIAPPA: Objection. Relevance and
9 privilege.

10 THE COURT: Sustained.

11 BY MR. CANTRELL:

12 Q. Am I correct in remembering in your discovery
13 responses that both yourself and your client waived the
14 bona fide error defense that's available for debt
15 collectors?

16 A. Yes.

17 Q. Okay. Based on your understanding of that
18 defense, what does that mean, the fact that you waived
19 that?

20 A. It means we can't raise the defense.

21 Q. Okay. Based on your understanding of the FDCPA,
22 would you consider it to be what you could call a strict
23 liability statute?

24 MR. SCHIAPPA: Objection, Your Honor.

25 Mr. Brown is on the stand to testify about his signature

1 on an affidavit. That's the only reason as far as
2 I understand why counsel is being required to testify
3 in this case. His line of questioning is going beyond
4 that, so I would object.

5 THE COURT: The basis of your objection is?

6 MR. SCHIAPPA: Relevance.

7 THE COURT: Okay. What issue, which is of
8 consequence to this litigation, would that answer make
9 more probable or less probable?

10 MR. CANTRELL: I apologize. I lost my
11 concentration, Your Honor. I'll withdraw that question.

12 THE COURT: Okay.

13 MR. CANTRELL: It's been a long week for
14 both Mr. Brown and myself. I understand. Okay.

15 BY MR. CANTRELL:

16 Q. What is your understanding of what types of
17 communications would violate the Fair Debt Collection
18 Practices Act? What types of things should you ---

19 MR. SCHIAPPA: Objection, Your Honor.
20 He's asking Mr. Brown to cite a federal case law that
21 he could cite himself. It's just not appropriate for
22 a fact witness.

23 MR. CANTRELL: I'm more checking on his
24 knowledge of and understanding of the case law that he
25 has already admitted governs his business. So, I'm just

1 more checking on his knowledge of that.

2 THE COURT: Sustained.

3 MR. CANTRELL: Okay.

4 (Pause.)

5 BY MR. CANTRELL:

6 Q. It would be your contention, Mr. Brown, that
7 this particular consumer credit card account would not
8 be a consumer credit transaction under the CPC because
9 of the Bracken case you cited earlier, I believe?

10 A. Yes, sir.

11 Q. Okay. In this case, it wasn't clear, it was kind
12 of almost said, but is it your understanding that no
13 notice of right to cure would have been sent to my
14 client in this case?

15 A. That I cannot testify to because I don't know
16 what Synchrony did.

17 Q. Okay. Did your firm send any notice of right
18 to cure to Ms. Campney?

19 A. We're not required to by the code. It's the
20 creditors who are required to do that.

21 Q. I understand. But I'm just asking whether they
22 might have asked you to do that, and you did or didn't.

23 A. We did not get a request to do that.

24 Q. You didn't do that, okay. Are you aware of any
25 notice of right to cure that you've seen in your files

1 that would have been produced by PRA, your client?

2 A. No, I did not.

3 Q. Okay. Were the procedures that you employed in
4 this case when suing my client on this debt, were they
5 the same as the procedures you would use in any other
6 normal consumer case, or did they differ in any
7 particular way?

8 MR. SCHIAPPA: Objection, Your Honor. Other
9 cases and our procedures on other cases aren't relevant
10 to this case.

11 MR. CANTRELL: That's not true, Your Honor.
12 Remember ---

13 THE COURT: I understand. Overruled.

14 MR. CANTRELL: Okay.

15 BY MR. CANTRELL:

16 Q. Could you answer that question, Mr. Brown?

17 A. Yes, they were the same.

18 Q. Okay. So you followed the same procedures in
19 this case you normally would in any similar case against
20 any consumer that you might sue in the state?

21 A. Yes.

22 Q. Now does your state -- does your firm actually
23 have the statewide practice? How large is the practice
24 within the state of South Carolina?

25 A. I travel the state.

1 Q. A whole state. That's a lot of work. What kind
2 of case volume do you expect to have in an average
3 month?

4 MR. SCHIAPPA: Objection. Relevance.

5 THE COURT: Overruled.

6 BY MR. CANTRELL:

7 A. I don't know the numbers. I mean, this week we
8 had maybe 15 cases that were set for a hearing.

9 Q. Do you consider this to be a higher or lower than
10 average number of cases this week?

11 A. About average.

12 Q. Okay. So if that was an average, you're looking
13 at 60, 75 cases a month maybe across the state?

14 A. Possibly, yes.

15 Q. Okay. And that would be a normal load for you?

16 A. Give or take, yeah. More or less.

17 Q. Okay. Would you believe, as an attorney working
18 in your position for your firm, that you or your firm,
19 for that matter, have a duty to people like my client
20 and other South Carolina consumers not to violate any
21 of the applicable consumer protection laws that we were
22 talking about?

23 A. Yes.

24 Q. Okay. And, in your opinion, you would believe
25 that my client as a consumer would be protected by those

1 laws that we've been talking about, the Fair Debt
2 Collection Practices Act, Consumer Protection Code?

3 A. Yes.

4 Q. Okay. I think that might be it. Let me make
5 sure. Back to the complaint. In this particular case,
6 your sole cause of action was account stated; is that
7 correct?

8 A. Yes, sir.

9 Q. Okay. And you've alleged that this particular
10 account was sold from Synchrony Bank to your client,
11 PRA?

12 A. Yes.

13 Q. Okay. To the best of your knowledge, is there
14 an assignment agreement, a purchase or sale contract
15 out there somewhere that would govern that transfer?

16 A. According to the bill of sale, there is possibly
17 that type of agreement, yes.

18 Q. Have you seen that agreement in this case?

19 A. Not this particular agreement, no.

20 Q. Okay. As a matter of normal practice, do you
21 review those contracts of assignment before you bring
22 suit?

23 A. No. We're not required to have that agreement
24 to file the suit.

25 Q. Would you agree that an account stated cause

1 of action is a type of contract action?

2 A. Yes.

3 Q. But you never reviewed this contract of
4 assignment?

5 A. Well, that's a contract between the original
6 creditor and the purchaser.

7 Q. Okay.

8 A. It has nothing to do with the debtor or the
9 consumer.

10 Q. Okay. If this account wasn't assigned,
11 hypothetically speaking, from Synchrony Bank to your
12 client, would you be able to sue the client -- the
13 consumer for that account?

14 A. If Synchrony Bank was suing her, yes.

15 Q. But as it is, if it's PRA, and there's an
16 assignment -- if there were no assignment from Synchrony
17 Bank to PRA, would PRA have any right to sue my client
18 on that debt?

19 A. Well, the purchase of the account would be
20 required.

21 Q. They would have to purchase the account.
22 And that purchase would be governed by that purchase
23 agreement, correct?

24 A. Correct, between the original creditor and PRA.

25 Q. Okay. Which you don't generally review because

1 you said I think it wasn't required?

2 A. Correct.

3 Q. Okay.

4 MR. CANTRELL: I think that's all of my
5 questions for the witness, Your Honor.

6 THE COURT: All right. Cross-examination.

7 CROSS-EXAMINATION

8 BY MR. SCHIAPPA:

9 Q. Mr. Brown, do you have any reservations that
10 Synchrony Bank assigned this debt to Portfolio Recovery
11 Associates?

12 A. No, sir.

13 Q. When we needed an affidavit from Synchrony Bank
14 stating that they assigned the account to PRA in order
15 to support a motion for summary judgment opposition,
16 did they provide it?

17 A. Yes, they did.

18 MR. SCHIAPPA: Nothing further, Your Honor.

19 THE COURT: All right. Nothing further.

20 Thank you, Mr. Brown. All right. Call your next
21 witness, please.

22 MR. CANTRELL: I have no further witnesses,
23 Your Honor. That's it.

24 THE COURT: Okay. Very well. Are there any
25 motions? We will start with the Plaintiff. Mr. Brown.

1 Take that hat off, put on another hat.

2 MR. BROWN: Yes, ma'am.

3 MR. CANTRELL: I almost forgot about they
4 were reviewing my discovery responses, Your Honor.
5 May I now move to admit 8, 9 and 10 into the record
6 as evidence?

7 MR. SCHIAPPA: The only one we object to is
8 10 because it has documents that aren't authenticated,
9 and the witness that could have authenticated them
10 is gone.

11 MR. CANTRELL: Okay. Your Honor, these
12 documents were produced last week on Wednesday -- well,
13 they mailed them before that, but I got them on
14 Wednesday of last week. These documents are dated 2017
15 and 2015, and they're relevant to this case, and they
16 were produced as attachments to their discovery
17 responses.

18 So, I'm not sure how they can deny their
19 authenticity since they're the ones that sent them
20 to me, and they didn't do it very fast. And these would
21 have been responses to my original discovery requests
22 a long time ago, I think last year, and I'm just getting
23 them. And they came in -- they came in from their
24 discovery.

25 So, I'm not sure how they're going to argue

1 they're not authentic. I don't know why they would have
2 produced them to me last minute last week if they
3 weren't authentic. So, I don't understand his argument
4 in that regard.

5 THE COURT: Yes, sir.

6 MR. SCHIAPPA: He objected every five
7 minutes during all the testimony to authenticate the
8 other document, objected to the introduction of them
9 for not being authentic. Just because they were
10 produced doesn't mean that they've been authenticated.
11 There's a lot of explanation that would be required
12 to explain those documents, but we don't have a witness
13 here to explain them.

14 THE COURT: Sustained.

15 MR. CANTRELL: So, Your Honor, is not going
16 to allow these documents?

17 THE COURT: They aren't authenticated.
18 There's an objection. You have the responsibility to
19 authenticate them. There are statutes that would have
20 allowed you to request that they be admitted as
21 authenticated. There was a witness on the stand that
22 could have authenticated them. They're not
23 authenticated.

24 MR. CANTRELL: I just kind of thought
25 they're, you know, provided to me, amounted to an

1 authentication, but I guess that's not the case.

2 THE COURT: I'm so sorry, Mr. Cantrell.
3 That's not the way the rules of evidence work.

4 MR. CANTRELL: Okay. You know -- and,
5 I guess, would Your Honor permit the document to be
6 submitted without those documents attached? Would there
7 then be no objection to this document?

8 MR. SCHIAPPA: I don't object to the paper
9 discovery without the attachments.

10 MR. CANTRELL: If it please the Court,
11 I'll just remove these two last pages and submit it
12 without objection.

13 THE COURT: Okay.

14 MR. CANTRELL: Eight, nine and ten without
15 objection, Your Honor.

16 THE COURT: Okay.

17 (Defendant's Exhibits 8 through 10 were entered into
18 evidence.)

19 MR. CANTRELL: May I approach and hand them
20 up?

21 THE COURT: Pass them to Eve. All right,
22 sir. Now you've rested; is that right?

23 MR. CANTRELL: That is correct, Your Honor.

24 THE COURT: Okay. Motions.

25 MR. BROWN: Yes, Your Honor. May it please

1 the Court.

2 THE COURT: Yes.

3 MR. BROWN: At this time, the Plaintiff
4 would move for a directed verdict on our initial suit.
5 Your Honor, there was testimony through Mr. Andrews
6 regarding the assignment of this account. He provided
7 testimony about the account, last four digits of the
8 account number, the Defendant's name and address on all
9 the billing statements, and that this was an actual
10 account that was assigned and sold from Synchrony Bank
11 to PRA.

12 He testified that the billing statements
13 were actually, as GE Capital's standard operating
14 procedure, mailed to the Defendant, and then the
15 Defendant even admitted to receiving these billing
16 statements, some of them. She didn't say she received
17 all of them. She didn't recall I think was her exact
18 words. But she did admit to having the HH Gregg credit
19 card on the stand, so.

20 Mr. Andrews also testified that the current
21 amount owed, Your Honor, on this credit card was --
22 excuse me, Your Honor -- was the amount of \$4,236.78.
23 He said that no other payments were made after that
24 date. We heard a phone recording in which Ms. Campney
25 called in. She never disputed that she owed this

1 account -- this amount of money. She even stated that
2 she would call back and set up payments. So, I believe
3 that the Plaintiff has met their burden on the initial
4 suit.

5 As for the counterclaim and the cross-claim,
6 third-party complaint, Your Honor, as to the -- the
7 first one I will argue is the fact that I signed the
8 itemization within the magistrate pleadings. I think
9 we've discussed this. I did hand up to the Court the
10 BB&T Fleming case. I don't know if you still have it.
11 I have a copy if you still need a copy.

12 But in that case, Your Honor, you know,
13 I don't know if you remember the facts. It was about
14 this attorney being the custodian of records for BB&T,
15 and that he was in the best position to sign off on
16 these itemizations or these verifications of accounts,
17 and the Supreme Court held that -- technically, just
18 held that in the debt collection case. The attorney
19 of records in his best position to sign off on those
20 verification of accounts.

21 Again, Your Honor, Rule 11 does allow that.
22 Also, you look at the document again. This is a South
23 Carolina Supreme Court document, which the signature
24 line says Plaintiff or Plaintiff's attorney. So, it's
25 clearly obvious that the South Carolina Supreme Court

1 had every intention to anticipate Plaintiff's attorney
2 sometimes signing these documents.

3 I don't think there was anything willful
4 or wanton by me signing them, or in any way trying
5 to deceive people of the state of South Carolina.
6 The information on there can be verified through the
7 billing statements. The same billing statements I had
8 when I reviewed the suit to be filed. So as for that,
9 I believe the Court should rule in the counterclaim for
10 the Plaintiff and for the third party in the third-party
11 complaint.

12 As to the different amounts, there wasn't
13 a whole lot of testimony about that. It did come up.
14 However, Mr. Andrews did testify that there was an
15 adjustment on the account before the suit was filed.
16 And then I think the one thing that Mr. Cantrell is
17 stating where the amount was different was in an
18 affidavit I filed with my first response to my motion
19 for summary judgment. And, technically, that was what
20 Mr. Cantrell -- Mr. Schiappa questioned me about, was
21 the affidavit that we got from the original creditor,
22 who was Synchrony. And that's the charge-off amount
23 that they have on record. So that's why that amount
24 was on there.

25 And they provided that affidavit, which

1 I filed with my motion for summary judgment, in response
2 to Mr. Cantrell saying that we could not prove
3 assignment, and that's the only purpose of filing that.

4 We did not file or send that directly to the
5 Defendant. That was never a demand for payment for that
6 amount. So, I don't think there was anything wanton
7 or willful on our part or negligent in trying to collect
8 for a different amount. I think it was explained by
9 Mr. Andrews, and I think it was being filed for
10 a different purpose. It was filed and sent to
11 Mr. Cantrell, and not to Ms. Campney. So, I believe he
12 understood perfectly what the purpose of that affidavit
13 was.

14 As for no right to cure, Your Honor, again
15 I mentioned the Bracken v. Simmons First National Bank
16 case. We discussed that in length yesterday. I'm not
17 going to go into it all again today.

18 But I will say that if you read 37-5-110
19 and 37-5-111, that it clearly states that the creditor
20 is the one that has to file this right to cure. And in
21 no way that Mr. Cantrell showed that PRA or the firm is
22 the actual creditor in this case. The creditor in this
23 case was Synchrony Bank.

24 So, I would just say that the right to
25 cure letter was not required to be sent by us or PRA,

1 and that if the Court finds that -- I would argue that
2 Bracken, first off, doesn't require us to send it as
3 well. But if the Court finds that we should have sent
4 it, it's the creditor's responsibility to do so and not
5 the law firm or the debt buyer. And that's my motion,
6 Your Honor.

7 THE COURT: Thank you so much. Yes, sir,
8 Mr. Cantrell.

9 MR. CANTRELL: Your Honor, back to the
10 allegations of the complaint. So they claimed in the
11 complaint that as of May 22, 2015, that the Defendant
12 owes the Plaintiff \$4,236.78. So as of that date, the
13 charge-off date, that's the amount that should have been
14 owed. If there are subsequent statements to a different
15 amount, one of those amounts must be false. There have
16 been several subsequent statements to that effect.

17 Your Honor, if you look at the very end
18 of the Plaintiff's responses to our request -- first
19 discovery request, Defendant's No. 8, you see there
20 are two letters that were sent by PRA there after that
21 5/22/2015 date. It ended up, the very end of Exhibit 8,
22 Your Honor ---

23 THE COURT: All right. Hold on. Let me
24 find it.

25 MR. CANTRELL: I apologize, Your Honor.

1 THE COURT: You want me to go to Defendant's
2 8. Okay.

3 MR. CANTRELL: At the very end, you'll see
4 two two-page letters attached from PRA to my client.

5 THE COURT: Okay.

6 MR. CANTRELL: And you see the amount
7 claimed due up there; it's \$4,274.78.

8 THE COURT: Wait a minute now. 42 what now?

9 MR. CANTRELL: It's \$4,274.78.

10 THE COURT: Okay.

11 MR. CANTRELL: But the amount that the
12 complaint says was due after May 22, 2015, which would
13 have been several months before this, five months
14 before, they said it was \$4,236.78. So this is a
15 subsequent letter claiming more than all the witnesses
16 testified was due.

17 So this statement must be false because
18 if the correct amount is \$4,236.78 why are they billing
19 my client trying to recover -- telling her the account
20 has been transferred to the litigation department?
21 That sounds pretty serious. That's something that could
22 cause a person some concern, some emotional distress.

23 And then if you look at the very next
24 letter, that letter was dated October 7, 2015. The next
25 one is a month later in November, and they try to get

1 the same amount, and then if you remember that ---

2 THE COURT: Wait a minute now. Show me what
3 -- now tell me what you're ---

4 MR. CANTRELL: I apologize. The second
5 letter, November 24, 2015.

6 THE COURT: Which is where?

7 MR. CANTRELL: At the very end of that
8 complaint -- I'm sorry. Exhibit 8, there are two
9 letters. Maybe you went all the way to the end.
10 There's actually two letters in a row. Let's look at
11 the end of 8, there should be two letters, two pages
12 each, four pages total.

13 THE COURT: I'm looking at the October 15th,
14 and then there's the November 2015. Okay.

15 MR. CANTRELL: Okay. There's an October
16 7th. I think you may have ---

17 THE COURT: Yes.

18 MR. CANTRELL: And then the November 24th.
19 Are we looking at the same one?

20 THE COURT: Yes.

21 MR. CANTRELL: You'll notice it's that same
22 higher amount that wasn't due, or shouldn't have been
23 due, based on all the testimony. So we would say that
24 statement -- that amount claimed was false. And
25 remember the phone call on the audio recording that we

1 heard, Your Honor?

2 THE COURT: Yes.

3 MR. CANTRELL: That lady said -- and that
4 was dated October -- also dated in October of 2015,
5 I think the 29th, if I remember correctly. And she
6 claimed that same amount being due, this escalated
7 amount that's noticed in those letters from PRA.
8 She claimed that same amount.

9 So we have one, two, three, at least three
10 statements about an amount that's higher than the
11 testimony had said was proper. That would be a
12 violation of the Fair Debt Collection Practices Act
13 because it says any false, misleading or deceptive
14 statement regarding the character amount or legal status
15 of any debt under Code Section 1692(e)(2) that's a
16 violation of the Fair Debt Collection Practices Act.

17 There is a similar provision in the Consumer
18 Protection Code as well regarding false representations
19 regarding the amount of a debt, South Carolina Code
20 Section 37-5-108(5)(c)(i). It says it's a violation
21 of the Consumer Protection Code to use fraudulent,
22 deceptive or misleading representations in connection
23 with the collection of consumer credit transaction.
24 The false representations include the character amount
25 or legal status of any debt.

1 Also, if you look at these discovery
2 responses, you will find, and I've circled for you,
3 and he testified on the stand, they waived the bona fide
4 error defense. That's means these are strict liability
5 statutes. Bona fide error, if it's not an intentional
6 violation, and you had procedures in place to avoid
7 that, you can escape under bona fide error, but they've
8 waived that. So it is a strict liability statute.
9 Intent doesn't matter. If you make a false statement
10 regarding the character amount or legal status of
11 a debt, then you've violated both the FDCPA and the
12 Consumer Protection Code, if it applies.

13 Now in that regard, let's look back at
14 Defendant's No. 8, and let's go to the request for
15 admission section, which is somewhere near the end.
16 The request for admissions are about as far into it,
17 Your Honor. The last third.

18 THE COURT: Okay.

19 MR. CANTRELL: Look under request for
20 admissions number one. I think I circled that for you.
21 It says admit the Defendant is a consumer and that this
22 credit transaction is a consumer credit transaction
23 within the meaning of South Carolina Code Section
24 37-1-201. That's the definition section of the Consumer
25 Protection Code.

1 So PRA only -- this is the PRA response --
2 has admitted that my client is a consumer, and it's a
3 consumer credit transaction. Of course, you've heard
4 similar testimony on the stand with Mr. Brown admitting,
5 you know, that my client was a consumer. That wasn't
6 originally the case in discovery responses.

7 But now they pretty well all agree that my
8 client is the natural person buying stuff at HH Gregg,
9 lo and behold, as a consumer, who would have thunk it,
10 but they've admitted that. So that means that Consumer
11 Protection Code applies to PRA. Whether or not it
12 applied to the law firm, you know, I mean, they admitted
13 this was a consumer account but not a credit transaction
14 because of Bracken.

15 So Bracken is the only thing standing in
16 the way of liability under the Consumer Protection Code.
17 If Your Honor reads through that stuff in the motion
18 for summary judgment, that little, you know, statutory
19 definition section, I think you will agree with me that
20 Bracken is wrong.

21 If Your Honor does that and finds that
22 Bracken is wrong, they've got no defense on the consumer
23 protection side because that was improper. But there's
24 another wrinkle to this too. Since PRA has admitted the
25 Consumer Protection Code applies, and this is a consumer

1 credit transaction, then that means that 37-5-110 and
2 111, the notice of right to cure section, that means
3 that applies as well because that only applies in
4 consumer credit transactions. So let's see what it says
5 at 37-5-111, and, in fact, I might have an extra copy of
6 that, Your Honor, so that you would be able to follow
7 along. I thought I did. I guess I don't. I apologize.

8 I will read what it says, with respect to
9 a secured or unsecured consumer credit transaction,
10 this would be an unsecured one, payable in two or more
11 installments, this was a revolving account, so that's
12 not an issue, after a default consisting only of the
13 consumer's failure to make the required payment,
14 which was alleged, a creditor, because of that default
15 may neither accelerate maturity of the unpaid balance
16 nor take possession until 20 days after notice of right
17 to cure.

18 They say it doesn't apply to PRA because
19 they're not a creditor. I don't understand that.
20 Was Synchrony Bank the creditor? Didn't they claim they
21 assigned all their rights, title and interests to this
22 account to PRA? If so, why is PRA not a creditor?
23 I mean, they're the person to whom a debt is owed,
24 right?

25 As a matter of fact, let's look up the

1 definition of creditor in 37-1-201. Creditor means
2 a person who grants credit in a consumer credit
3 transaction, and PRA has admitted this is that,
4 or accept as otherwise provided an assignee of
5 a creditor's right to payment. They went to great
6 length to prove this was assigned to them. So, you
7 know, I don't see why they're not a creditor under
8 37-1-201(7)(c) creditor definition. So, I don't know.

9 They claim to be an assignee. They've
10 admitted -- PRA has admitted this is a consumer credit
11 transaction, and you should find the same in regards
12 to Bracken not being applicable as to the law firm.

13 But that being said, let's talk briefly
14 about Wolpoff and Abramson because this goes to some
15 of Your Honor's concerns earlier about whether or not
16 you can hold the firm responsible for litigation
17 activities. This says Sayyed, S-A-Y-Y-E-D versus
18 Wolpoff, W-O-L-P-O-F-F and Abramson, A-B-R-A-M-S-O-N.
19 It's located at 485 F. 3rd 226. It was cited May 9,
20 2007 in the fourth circuit court of appeals.

21 Actually, I've got an extra copy of that
22 here somewhere just for you, Your Honor. Your Honor,
23 may I hand up this copy? May I approach, Your Honor?

24 THE COURT: Yeah, you can hand that to the
25 clerk.

1 MR. CANTRELL: This is probably the best
2 case on the FDCPA side of things that Your Honor should
3 consider looking at. It gets so many points. And,
4 you know, you have that whole concern about immunity.
5 And basically, the Defendant here, a debt collection
6 law firm called Wolpoff and Abramson, said they moved
7 to dismiss this suit. They said we've got common law
8 immunity, which was a reasonable, you know, concern,
9 as Your Honor had indicated.

10 So the fourth circuit goes through that,
11 and they said on Page 3 of the opinion, the collection
12 firm argued first that attorneys enjoy absolute common
13 law immunity complaints based on statements made in the
14 course of judicial proceedings. And under common law,
15 that's probably true.

16 But what they said was on Page 4, under
17 Roman numeral two, apparently the lower court -- the
18 DC court of appeals had ruled in favor of the law firm,
19 but they said we cannot accept this conclusion.
20 The FDCPA clearly defines the parties and activities
21 that it regulates. The Act applies to law firms that
22 constitute debt collectors, even where their
23 debt-collecting activity is litigation.

24 And then it goes through the definition
25 of debt collector. In A, it says first and foremost,

1 the plain meaning of the act's definition of debt
2 collector encompasses attorneys. Section 1692a(6)
3 of the FDCPA provides the term debt collector means any
4 person who uses any instrumentality of interstate
5 commerce or the mails, so if they use the phone or the
6 mails, in any business the principal purpose of which
7 is the collection of any debt, or who regularly collects
8 or attempts to collect, directly or indirectly, debts
9 owed or due or asserted to be owed or due another.

10 The witness for PRA admitted that PRA was
11 a debt collector under the FDCPA, and I heard the same
12 testimony from Mr. Brown regarding Cooling and Winter.
13 And then it says there's six sections of this. None of
14 them -- none of which cover attorneys, much less
15 attorneys specifically engaged in litigation.

16 So the fourth circuit says, guys, you know,
17 you're just out of luck on this because it applies to
18 attorneys that are engaged in litigation in this area.
19 And interesting on Page 3, let's back up a second,
20 at the bottom of Page 3, the second to last sentence,
21 it says the Court alternatively dismissed these claims
22 of the consumer related to the summary judgment motion
23 because of the collection firm's reliance on the
24 statements of its client, Discover Bank.

25 And we're going to find that doesn't matter.

1 He talked about we're entitled to, you know, just accept
2 these as true. Not under the FDCPA, especially if you
3 don't have the bona fide error defense. Now what
4 actually happened in this case was the Court says,
5 you know, maybe there's a bona fide error defense.
6 So they sent it back down. The lower court found
7 there's a bona fide error defense. They waived it.
8 Both PRA and the law firm have waived it, so they don't
9 have that out from the straight liability regiment of
10 the FDCPA.

11 It says on Page 5 this collection law firm
12 does not dispute that it's a law firm regularly
13 practicing in the field of consumer debt collection.
14 Neither has this one. And that it fails to fit into
15 any of the statutorily provided exceptions, which they
16 say don't apply to lawyers in litigation. Therefore,
17 according to the plain text of the statute, W and A
18 is a debt collector subject to the FDCPA's provisions.

19 Now this was the fourth circuit court of
20 appeals, but then in the next paragraph a Supreme Court,
21 a U.S. Supreme Court, decision called Heintz v. Jenkins,
22 514 U.S. 291 from 1995. It says the Supreme Court has
23 expressly confirmed this reading of the FDCPA.

24 This involved a collection suit brought by
25 a bank's law firm against a lady to recover on an

1 automobile loan. A lawyer with the bank's firm sent
2 a letter, sent to the other side's lawyer a letter,
3 not even to the consumer, but to this consumer's
4 attorney, a letter in an attempt to settle the suit.

5 The letter gave what the consumer claimed
6 was a false statement of the amount that she owed the
7 bank. So she sued Heintz and his firm under the FDCPA,
8 and then the district court dismissed her suit for
9 failure to state a claim because the FDCPA did not apply
10 to litigating lawyers. But the seventh circuit
11 reversed, and the Supreme Court upheld its view of that,
12 "The Act does apply to lawyers engaged in litigation."

13 So, Your Honor, there's no way -- and then
14 they say in ordinary English, a lawyer who regularly
15 tries to obtain payment of consumer debts through legal
16 proceedings is a lawyer who regularly attempts to
17 collect those customer debts. And it doesn't leave you
18 a whole lot of room for negotiating there. Let's flip
19 through and see if there's anything else that's in here.

20 And then another quote after Heintz, this
21 Court has recognized, the fourth circuit, that "It is
22 well-established that lawyers can be debt collectors,
23 even if conducting litigation." All circuits to
24 consider this issue, except for the Eleventh, which is
25 known as Georgia and Florida, and those people not too

1 far from us, have recognized the general principle that
2 the FDCPA applies to the litigation activities of
3 attorneys who qualify as debt collectors under the
4 statutory definition, which we went through before, and
5 they said there's no exception for litigating attorneys.

6 Okay. And they defined the term
7 communication under the Act broadly as "The conveying
8 information regarding a debt, directly or indirectly,
9 to any person through any medium." It's a very broad,
10 expansive statute designed to regulate debt collection.

11 A collection to debtor's counsel regarding
12 a debt collection lawsuit in which counsel is
13 representing the debtor, plainly qualifies as an
14 indirect communication to the debtor. So let's see
15 -- okay. Heintz also involved communication to the
16 attorney instead of to the consumer, and that's not
17 relevant because it's an indirect communication. Okay.

18 And the problem in the Sayeed case was that
19 these false statements were contained in a summary
20 judgment motion. Now, I would ask Your Honor to take
21 judicial notice of two summary judgment motions, I think
22 at least one, that was filed by the law firm in this
23 case. And I believe they're going to -- you're going
24 to find that they also have those same, you know --
25 the claim amount -- well, let me back up. I don't know

1 if they have the higher amount, so let's back up.

2 But it does say that it would apply even
3 to a summary judgment motion filed in a court.
4 Litigation documents don't matter, whatever context it's
5 in. If it's a false statement, it's a false statement.
6 And -- oh, here we go.

7 On Page 12, this is directly relevant,
8 the second paragraph from the top. In the alternative,
9 W and A argues it should not be held liable for the
10 statements in the summary judgment motion because it
11 reasonably relied upon the affidavit of its client for
12 those statements. The district court agreed with that.

13 In this, the district court was in error.
14 It is uncontestable that the FDCPA creates a cause
15 of action against attorneys who act as debt collectors
16 for their false statements about a debt. The Act also
17 provides the exclusive method of considering whether the
18 false statements were the product of reasonable reliance
19 upon another party, the bona fide error defense.
20 That's 1692k(c), which they waived.

21 So that's the only way out of a false
22 statement. It doesn't have to be intentional.
23 It's irrelevant, unless you've got a bona fide error
24 defense, and they don't have that. So this
25 collection firm can avail itself of this defense.

1 They're going to remand it, and if they prove that
2 there's a bona fide error, they're out, and they didn't.
3 And that's how the case ended eventually, but when you
4 waive that, you're strictly liable.

5 So, I think there's no way around, you know,
6 liability for these false statements that were made
7 regarding the amount of the debt. And understand that
8 even if a consumer owes a debt, you can't take illegal
9 means to collect. So you can have a debt collector with
10 a valid debt. You can also have a consumer with a valid
11 consumer protection claim under the FDCPA. I mean,
12 just because you owe a loan shark, you know, \$10,000
13 doesn't mean he can break your leg, you know, or sue
14 to get that right in court, if you say no.

15 So, you know, you've got to collect that
16 legally, and under the FDCPA you can't make false,
17 misleading or deceptive statements. And, you know,
18 I think there have been several of those, certainly
19 from PRA, in this case, Your Honor, and, perhaps, even
20 in the litigation documents themselves, but certainly,
21 Your Honor, from PRA. So that's what I would say on
22 that.

23 THE COURT: Okay.

24 MR. BROWN: Just real briefly, Your Honor.

25 THE COURT: Sure.

1 MR. BROWN: Okay. First off, Your Honor,
2 within Mr. Cantrell's counterclaim and third-party
3 complaint, I know he's referring to these two letters
4 that are attached to discovery, but within his
5 complaint, he specifically mentioned the affidavit
6 of sale as the document that's he referring to that
7 has two different amounts.

8 Both of these letters are from 2015 which
9 are out of statute of limitations. I don't believe he
10 can use those letters at this time to seek a violation
11 of either -- for the FDCPA, it's one year; for the South
12 Carolina Consumer Protection Code, it's three years.
13 And that's why he used that affidavit in the motion for
14 summary judgment because it was filed in 2017, so.

15 Second, Your Honor, as to the definition
16 of creditors, it clearly says to assign ---

17 THE COURT: Let me stop you on that because
18 he's saying -- I'm not sure I understand the argument,
19 but what he's saying is that he believes -- Mr. Cantrell
20 believes he has a case that says if there was an error
21 in a number in a summary judgment motion that that
22 entitles a litigant to ---

23 MR. BROWN: Well, you can look at our motion
24 for summary judgment. In the motion for summary
25 judgment that we filed, we are seeking this amount in

1 every pleading that we filed. The only thing that's
2 different is an affidavit provided to us from Synchrony
3 Bank, okay.

4 THE COURT: Okay.

5 MR. BROWN: I mean, that's not a document
6 that we prepared; that's not a document that was
7 prepared by PRA. That was a document prepared by
8 Synchrony Bank, not by our office, not by PRA.

9 Also, Your Honor, the amount -- Mr. Andrews
10 clearly stated that there was an adjustment downward for
11 a lesser amount because we sue on contract theory.
12 Normally, we can sue for the full amount. But on an
13 account stated, since we can't use the actual charge-off
14 zero balance statement, we normally have to -- they
15 normally have to refund back interest and late fees
16 between that statement prior to charge off and the
17 charge-off statement, and that's why we're at this
18 lesser amount. So, I understand Mr. Cantrell's
19 argument, but I ---

20 THE COURT: What about prejudgment interest?

21 MR. BROWN: Well, we don't seek any
22 prejudgement interest. At that point, the only thing
23 we're seeking is the amount in the complaint,
24 Your Honor. We're not seeking any interest.

25 THE COURT: I understand that, but my

1 question was is that -- so you're telling me that
2 the difference in those two letters, you would say
3 two things -- first of all, they're outside the statute
4 of limitations.

5 MR. BROWN: Right. So the letters were sent
6 from PRA when they got the account assigned to them,
7 okay. When it was assigned to them, that was the amount
8 owed, that was the amount provided to them from
9 Synchrony Bank. When it was sent to litigation, to our
10 office, since we weren't going to sue on a contract
11 theory, we were going to sue on account stated.

12 THE COURT: I understand.

13 MR. BROWN: We could not use the charge-off
14 statement, which shows the higher amount, so we gave
15 a credit of \$38, which is a \$35 late fee and the
16 interest for that month.

17 THE COURT: I understand. And the letters,
18 without me having to go back and look at them, the two
19 letters that are referred to, they are -- I'm looking
20 at them now, actually. They are sent. It says they
21 are from Portfolio Recovery Associates, the two letters,
22 but you're saying they're outside of the statute of
23 limitations.

24 MR. BROWN: Right. They're sent in 2015.
25 We filed suit in 20 ---

1 THE COURT: Late 2015.

2 MR. BROWN: 2017.

3 THE COURT: No, you filed suit in January
4 2015.

5 MR. BROWN: 2017.

6 THE COURT: The statute would have run late
7 in the year of 2015. And these letters were sent early
8 in 20 -- well, one was sent in October and then November
9 of 2015, and you all filed suit in ---

10 MR. BROWN: 2017.

11 THE COURT: Yes, that's right, 2017.
12 That's right, of course. Got it.

13 MR. SCHIAPPA: I'm just going to add
14 one more bit of clarification for the amount also,
15 Your Honor. Mr. Cantrell couched these two amounts as
16 one has to be false and one has to be true, or they're
17 both misrepresentations. But the issue with them is the
18 higher amount can be proven under account stated theory
19 because it included one more late fee is supported by
20 the contract -- I'm sorry -- it's supported under
21 a contract theory.

22 We didn't use a contract theory in our
23 lawsuit, so both amounts are right. It's not that one
24 is wrong and one is right. One is supported by contract
25 theory, which we didn't use in our litigation.

1 The other is supported by account stated theory,
2 and that's why we sought the lesser amount.

3 THE COURT: They're both true.

4 MR. SCHIAPPA: Right.

5 THE COURT: I understand.

6 MR. SCHIAPPA: Okay.

7 THE COURT: I understand.

8 MR. SCHIAPPA: Okay. I just wanted to
9 clarify.

10 THE COURT: I understand. And it would be
11 a presumption irrespective of -- what Synchrony may have
12 done, they chose to keep it, and they may have filed
13 under a complaint -- I mean, under a breach of contract.
14 Y'all just didn't do that.

15 MR. SCHIAPPA: Right.

16 THE COURT: You did it under a different
17 theory, and therefore, you backed out some charges.

18 MR. SCHIAPPA: Right.

19 THE COURT: I understand what you're saying.
20 Okay. Yes, sir, let me hear from you about that.

21 MR. CANTRELL: Okay.

22 THE COURT: First of all, the statute of
23 limitation. Why the statute of limitations?

24 MR. CANTRELL: Good question. We've got two
25 different statutes, Your Honor. We've got FD CPA, which

1 is one year, pretty clear. We've got the Consumer
2 Protection Code, which is actually three years,
3 and remember we also have relation back under 15(c).

4 So we would be taking from the time of the
5 original answer, which was January 2017. You go back
6 three years, and under the Consumer Protection Code,
7 you're still in the statute. Do you see what I'm
8 saying?

9 THE COURT: I understand about relation
10 back. That's your position is that under the third
11 party -- even under the third-party complaint as opposed
12 to the counterclaim?

13 MR. CANTRELL: That's a good question,
14 Your Honor.

15 THE COURT: Well, thank you.

16 MR. CANTRELL: A very good question.

17 THE COURT: Thank you.

18 MR. CANTRELL: I hadn't thought about that.
19 I hadn't thought about the statute issue either,
20 but let's talk about that briefly. That's only for
21 offensive purposes. Remember, that there is no bar
22 to raising these defensively. So let's say that they've
23 broken the law, but they're out of statute.
24 Defensively, there is no bar.

25 In other words, if my client owes them

1 \$4,000, for example, and I've got FDCPA violations,
2 whatever that's worth, statutory damages is \$1,000
3 under FDCPA, same thing under Consumer Protection Code,
4 plus actual damages, you can offset that against the
5 amount of debt. So if they have \$4,200 to \$300 debt,
6 and we have, you know, attorney's fees and statutory
7 damages and actual damages that exceeds that, it zeros
8 out, sets off their claim.

9 So there is no defensive bar. They raised
10 a claim against my client, and I can use this without
11 regard to the statute of limitation part. Does Your
12 Honor understand what I'm trying to say?

13 THE COURT: Yeah. Let me move on to the
14 second argument that both numbers are actually correct.

15 MR. CANTRELL: Impossible ---

16 THE COURT: They're not -- they are
17 certainly not misrepresentations. They are actually
18 both accurate.

19 MR. CANTRELL: Okay. Well, the testimony
20 was the amount owed from all witnesses was this one
21 amount stated in the complaint. And, so, how can that
22 be right and this other amount be right? I don't really
23 understand that argument.

24 THE COURT: I think I do, and let me see
25 if I can explain it to you. Synchrony, apparently,

1 believed that they had some sort of contractual
2 relationship. And as I gather from what I have heard
3 Mr. Brown, as he drafted the complaint, did not have
4 the benefit of the contract. And because he didn't
5 have benefit of the contract between Synchrony and your
6 client, he chose to sue on an account stated. Because
7 he chose to sue on an account stated, then he chose to
8 back out the interest for that one month, which is what
9 lowered it, cost and interest.

10 So he lowers it by it looks like
11 50-something dollars. And so the charge-off amount,
12 which was the Synchrony amount, which was actually the
13 account which was purchased, was based on the
14 contractual relationship, which made for a higher amount
15 because I gather the last month of interest was included
16 in that 50-something dollars.

17 Their position is that they have backed out
18 approximately \$50 because it represents monies that they
19 did not think they could sustain in a suit on the
20 account, as opposed to a breach of contract, which
21 arguably Synchrony, at least according to the documents,
22 most probably believed they had. And so given that
23 circumstance, tell me why both wouldn't be correct?

24 MR. CANTRELL: Well, remember the FDCA
25 doesn't just prohibit false communications.

1 It prohibits false, misleading, or deceptive
2 communications.

3 THE COURT: Yes.

4 MR. CANTRELL: And when it evaluates this
5 as misleading or deceptive ---

6 THE COURT: Yes.

7 MR. CANTRELL: --- it uses the standard
8 of the least sophisticated consumer.

9 THE COURT: Yes, they do.

10 MR. CANTRELL: This person is not an
11 imbecile, but they're not a registered nurse either.
12 So you wouldn't use my client's understanding.
13 You would use this least sophisticated hypothetical
14 consumer.

15 Now if that least sophisticated hypothetical
16 consumer get these letters saying we're at this amount,
17 and we're getting these other statements that are saying
18 we're at this amount, that is misleading or deceptive.
19 That's going to confuse that person.

20 They're going to say, well, they say I owe
21 this amount. They don't know about account stated.
22 They don't know any of that. They just know that
23 they're supposed to owe this creditor some particular
24 amount, and they're getting conflicting representations
25 of that from the same company.

1 THE COURT: But it's not misleading, it's
2 actually accurate. It's different, but it's accurate.

3 MR. CANTRELL: It can be accurate and
4 misleading at the same. See, if this least
5 sophisticated consumer sees one bill from PRA for this
6 \$50 lower amount and another bill for the \$50 higher
7 amount, is that not misleading?

8 THE COURT: No.

9 MR. CANTRELL: How do they know what's owed?

10 THE COURT: The one that they got sued for.

11 MR. CANTRELL: This is way before the suit
12 happened, though. We're talking about 2015. The suit
13 wasn't filed until '17. So they get this account
14 statement from 2014 -- April the 23rd of 2015, and it
15 says you owe this lower amount. Then they get this
16 phone call with a higher amount and these two letters
17 with the higher amount. Why wouldn't they be mislead
18 by the amount they were owed on this debt? A least
19 sophisticated consumer, sure. Why would they be telling
20 me I owe \$50 more than they told me? I mean, I don't
21 know. I don't know.

22 THE COURT: Probably because they're
23 accruing interest.

24 MR. CANTRELL: It doesn't accrue interest
25 post charge off. Actually, the law I think forbids

1 that because when you accrue interest you have to send
2 out periodic billing statements, and they don't want to
3 do that. So when they charged it off on May 22, 2015,
4 they don't charge interest any more.

5 THE COURT: Is that not the sum that they
6 have in that letter?

7 MR. CANTRELL: What's that?

8 THE COURT: The first letter. Isn't that
9 -- is that the sum in the letters, in the two letters,
10 in the October and the November letter? Isn't that the
11 charge-off sum?

12 MR. CANTRELL: No. That's the problem.
13 It's the higher amount. Remember, the charged-off sum
14 they alleged in their complaint was this lower figure
15 that the law firm used the whole time, the \$4,236.

16 THE COURT: Okay.

17 MR. CANTRELL: The higher amount and the
18 phone call in the later months of 2015 were what was
19 being alleged. So they're actually asking for more,
20 which is obviously prejudicial to the person that they
21 owe more. And they can't collect interest because it's
22 prohibited at that point. So, I think, it could be ---

23 THE COURT: Gotcha.

24 MR. CANTRELL: --- misleading.

25 THE COURT: Okay. Is that right? In other

1 words, what they included in another month, and that's
2 what they sent the letter on with the additional amount?

3 MR. BROWN: The letter was the amount that's
4 charged off from Synchrony that was placed with PRA.

5 THE COURT: Well, he's saying it wasn't.
6 It wasn't the charge-off amount. I'm asking you ---

7 MR. BROWN: It is the charge-off amount.

8 THE COURT: --- was the amount in the
9 October and November letters, is that the charge-off
10 amount?

11 MR. BROWN: Yes, ma'am, that's the
12 charge-off letter from ---

13 THE COURT: And then you backed it down.

14 MR. BROWN: Backed it down and sued for
15 a lesser amount, gave them credit for late fees and
16 interest.

17 THE COURT: I got it.

18 MR. BROWN: So we weren't going to sue
19 on a contract theory. We sued on account stated.

20 THE COURT: Got it.

21 MR. CANTRELL: I'm following it better now,
22 Your Honor. I think they claim the charge-off amount
23 was -- well, the witness from PRA testified that it was
24 charged off on May 22, 2015, and the amount due was
25 \$4,236.78. So the charge-off amount, as has been

1 testified to, is the lower amount, not the higher
2 amount. And that's what they testified to, even talked
3 about charge off and what it means and all that stuff.

4 And I said the charge-off amount was the
5 lower amount. So, I don't, you know, I don't know.
6 But that's what I remember hearing.

7 MR. BROWN: Your Honor, I would just say
8 look at Exhibit 2, the load data, which has the charge
9 off and the accrued interest. You add those up, you're
10 going to get the higher amount. That's all the
11 information that Mr. Andrews testified, that was all
12 information provided from Synchrony. They did not
13 change any of it.

14 THE COURT: Okay. And he did testify to
15 that fact that the amount of the debt that was sold was
16 the amount of the charge off.

17 MR. SCHIAPPA: The charge-off amount is the
18 higher amount. There was one more late fee within that
19 amount, and that was backed out in order to ---

20 THE COURT: Yeah, that's what I understand.

21 MR. SCHIAPPA: Right.

22 THE COURT: I think what Mr. Cantrell is
23 saying is there's some statement from May that shows
24 a different sum. In other words -- these are the
25 documents that I think are relevant, and we might as

1 well get to them, so I don't have to do it by myself.
2 The charge off, as I understand it, occurred in May.
3 May the 22nd was the charge off.

4 MR. SCHIAPPA: Right.

5 THE COURT: All right. What was that sum?

6 MR. CANTRELL: We weren't able to get that
7 statement into evidence, Your Honor, because of those
8 little issues we had. But there is an alleged sum on
9 the load data sheet.

10 THE COURT: Okay. So on the load data
11 sheet, if it has the charge-off amount, that amount
12 is what? I've got it. It's exhibit ---

13 MR. BROWN: Exhibit 2.

14 THE COURT: Yep.

15 MR. BROWN: It shows the current balance
16 is \$4,274.78, down close to the bottom.

17 THE COURT: It says the current balance
18 is \$4,274.78.

19 MR. CANTRELL: And that's the same amount
20 that was claimed in the call and the two letters.

21 THE COURT: Well, that's pretty consistent,
22 wouldn't you say, Mr. Cantrell?

23 MR. CANTRELL: It wasn't consistent with
24 the last account statement they claimed was provided to
25 the consumer. But it's consistent regarding the higher

1 So, I got it. I think I got it. I think
2 I got it. I think I understand. Okay. All right.
3 Gentlemen, proposed orders. If you choose to couch
4 in terms of, you know, a dismissal, I've heard it.
5 You know, it ought to be based on the testimony that's
6 been heard and the credibility of the witnesses because
7 I've heard everything and received the exhibits, etc.
8 Thirty days. Yes?

9 MR. BROWN: Yes, Your Honor.

10 THE COURT: All right. And I'm expecting
11 from the Plaintiff a finding that there is no
12 misrepresentation, alternatively statute of limitations,
13 and proof of debt in the complaint. And from the
14 defense, I would be looking for a determination that,
15 just as you've argued, that basically it's a push.
16 If you look at the violation, and you look at the
17 damages, that you're basically going to end up close
18 to zero. I'm going to leave the math to you.

19 MR. CANTRELL: Yes, Your Honor.

20 THE COURT: All right. Thank you both.

21 MR. CANTRELL: Thank you, Your Honor.

22 THE COURT: Thank you all. I should say
23 thank you all. Safe travels home.

24 MR. SCHIAPPA: Thank you.

25 THE COURT: Yes. Thank you, and good luck.

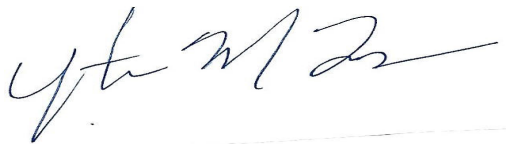
CERTIFICATE OF REPORTER

State of South Carolina)
County of Dorchester)

I, the undersigned, Yvestre Torres, Circuit Court Reporter for the First Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court for Dorchester County, South Carolina, on the 23rd of October, 2019.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

February 3, 2020



Yvestre Torres
Circuit Court Reporter

Case No: 2018CP/800729

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Plaintiff(s): Portfolio Recovery Associates, LLC **EXHIBITS**
vs
Defendant(s): Jennifer Campney

PLAINTIFF'S EXHIBITS	DEFENDANT'S EXHIBITS	COURT'S EXHIBITS
1 Bill of sale	1 Damages list	1
2 Lead Data	2 Pay Stubs	2
3 Billing Statement	3 Mileage rates	3
4	4 Timeline	4
5	5 Retainer agreement	5
6	6 Order dismissing case	6
7	7 Order granting sanctions	7
8	8 Plt response to discovery	8
9	9 C+W response to discovery	9
10	10 Plt Supplemental response	10
11	11 CD	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20

Court Reporter: [Signature]
Clerk of Court: [Signature]

Date: 10-23-19



BILL of SALE

PRA – PSCC Fresh – June 2015

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of this 17th day of July, 2014 by and between Synchrony Bank formerly known as GE Capital Retail Bank ("Seller"), and Portfolio Recovery Associates, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on June 20, 2015, and as further described in the Agreement.

Synchrony Bank

By: Ken Wojcik

Ken Wojcik

Title: SVP Collections and Recovery





account_number	1873
record_type	A
sequence_number	00
Title	
customer_type	I
name	CAMPNEY JENNIFER
account_address_1	4976 WESCOTT BLVD APT 934
account_address_2	
city	SUMMERVILLE
county	
state	SC
zip_code	29485-9027
home_phone_number	
work_phone_number	0000000000
birth_date	
employers_name	
employers_address	
loan_type_code	CHAC
lending_officer_code	ELI495
user_field	1181
dps_id_agency_atty_code	X53S
dealer_code	
charge_off_reason_code	UNPY
account_status	SF5
interest_rate	0000
source_code	A
receipt_date	20150524
contract_date	20120615
charge_off_date	20150522
last_payment_date	20141015
charge_off_amount	0000247155
associated_costs	000000000
accrued_interest	000180323
current_balance	0000427478
net_principal	000247155
net_associated_costs	000000000
net_interest	000180323
last_comment_line_1	
last_comment_line_2	
last_comment_line_3	
last_comment_date	00000000
second_name_1	
second_name_2	
monthly_income	000000000
other_income	000000000
monthly_payment	000000000
other_obligations	000000000
own_rent_code	

recovery_score	000
next_payment_date	00000000
last_interest_date	00000000
last_contact_date	20150419
commisssion_rate	0000
home_phone_flag	
work_phone_flag	
address_flag	
customer_id	
filler	
agency_code	
format_code	B
LPA	00000008100
FDOD	20141123
LANG_IND	EN
Former GE Account number	Y
co_name	
co_account_address_1	
co_account_address_2	
co_city	
co_county	
co_state	
co_zip_code	
co_home_phone_number	
co_work_phone_number	
co_birth_date	
co_employers_name	
co_employers_address	
co_customer_id	
liable	
ATLAS_ACCTNUM	1873
Last_Purchase_Date	20141016

H H GREGG SYNCHRONY BANK

Cardholder Name: JENNIFER M CAMPNEY
Account Number: 1973
Statement Closing Date: 04/23/2015synchrony
FINANCIAL

Previous Balance		New Balance	
Previous Balance	\$4,010.12	New Balance	\$4,236.78
+ New Purchases	\$0.00	Minimum Payment This Period	\$180.00
- Payments	\$0.00	Amount Paid Due	\$862.00
+/- Credits, Fees & Adjustments (net)	\$35.00	Total Minimum Payment Due	\$1,042.00
+/- Interest Charges (net)	\$191.66	Payment Due Date	05/16/2015
New Balance	\$4,236.78	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE	
Credit Limit	\$4,500.00	We may convert your payment into an electronic debit. See reverse side.	
Available Credit	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.	
Days in Billing Period	30	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:	
Pay online for free at: mysynchrony.com		Only the minimum payment 16 years \$10,950.00	
For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8254.		If you would like information about credit counseling services, call 1-877-303-8797.	
Best time to call are Wednesday - Friday.			



Promotional Expiration Date	Promotional Balance	Billed Interest Charge	Tran Date	Description	Initial Purchase Amount
EXPIRED	\$641.87	\$104.79	10/04/2014	Deferred Interest/No Interest If Paid In Full	\$764.87

A summary of your promotional purchase is provided above.
If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.
To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Tran Date	Post Date	Reference Number	Description	Amount
04/16/2015	04/16/2015		FEES	
			LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00
04/23/2015	04/23/2015		INTEREST CHARGED	
			INTEREST CHARGE ON PURCHASES	\$191.66
			TOTAL INTEREST FOR THIS PERIOD	\$191.66
Total Fees Charged in 2015				\$140.00
Total Interest Charged in 2015				\$437.33
Total Interest Paid in 2015				\$0.00

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 C2R 1 7 21 150423 E D PAGE 1 of 3 0071 0200 XR84 03CJ5302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Payment Enclosed: \$ [] [] [] [] [] [] [] [] [] []

New address or e-mail? Check the box at left and print changes on back. Payment due includes \$ 862.00 past due. Please pay the past due amount PROMPTLY.

JENNIFER M CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9027

FATTTTDFDADTTDATTDAATTTADAAAADFAITFTFTDTFAATADTFDDAAADFATFDATFD

Make Payment to: SYNCHRONY BANK
PO BOX 060061
ORLANDO, FL 32896-0061

FADTTADAFDFFFAFAFTAAITFDTFDDTTTTFDADDDFAAFAFDTTDAATDADAAAAATTAF

1 873

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TTS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to P.O. Box 965035, Orlando, FL 32896-5035. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com.

Overnight Payments: Payments cannot be made in person, mail payments to Synchrony Bank, 140 Wakiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 536960, Atlanta, GA 30353-0960 and not the payment address.

What To Do if You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:

Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035

In your letter give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement and we may continue to charge you interest on that amount.

But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Cashless Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits To Your Account: An amount shown in parentheses is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965038, Orlando, FL 32896-5038. In doing so, please identify the inaccurate information and let us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding in the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

01CJ5302 1-07/17/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or recorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Retail EN - 01003302

☐ Send Address City, State ZIP Phone # Email	Home Phone # _____ Business Phone # _____ *Cell # or other phone # we can use to contact you _____ Email Address _____

Remember, you can update the above information as well as your email address online at www.mysynchrony.com

Cardholder Name: JENNIFER M CAMPNEY

Account Number: [REDACTED] 1873

Statement Closing Date: 04/23/2015

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$3,534.01	\$86.87
Deferred Interest/No Interest If Paid In Full	EXPIRED	29.99%	\$633.75	\$104.79
Immediate Payment Arrangements				
IMMEDIATE PAYMENT ARRANGEMENTS MUST BE MADE TODAY ON YOUR ACCOUNT. CALL 1-800-399-5166				

1 1 1

1 1 1

H H GREGG SYNCHRONY BANK

Cardholder Name: JENNIFER M. CAMPNEY
Account Number: 1873
Statement Closing Date: 03/24/2015

Previous Balance		\$3,885.68	New Balance		\$4,010.12			
+ New Purchases		\$0.00	Minimum Payment This Period		\$165.00			
- Payments		\$0.00	Amount Past Due		\$697.00			
+/- Credits, Fees & Adjustments (net)		\$35.00	Total Minimum Payment Due		\$862.00			
+/- Interest Charge (net)		\$89.44	Payment Due Date		04/16/2015			
New Balance		\$4,010.12	Promotion(s) expiring shortly - see promotional bases below for details					
Credit Limit		\$4,500.00	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.					
Available Credit		\$0.00	We may convert your payment into an electronic debit. See reverse side.					
Days in Billing Period		32	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.					
Pay online for free at: mysynchrony.com								
For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8254.								
Best times to call are Wednesday - Friday.								
Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:								
<table><tr><td>Only the minimum payment</td><td>16 years</td><td>\$10,969.00</td></tr></table>						Only the minimum payment	16 years	\$10,969.00
Only the minimum payment	16 years	\$10,969.00						
If you would like information about credit counseling services, call 1-877-302-8797.								

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 04/23/15.

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
04/23/2015	\$537.08	\$89.16	10/04/2014	Deferred Interest/No Interest If Paid In Full	\$764.87

A summary of your promotional purchase is provided above. If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Tran Date	Post Date	Reference Number	Description	Amount
03/16/2015	03/16/2015		FEES	
			LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CIB 1 7 21 150324 ED PAGE 1 of 3 9071 0200 XRB4 01CJ5302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Account Number 1873

Payment Enclosed: \$

New address or e-mail? Check the box at left and print changes on back. Payment due includes \$ 697.00 past due. Please pay the past due amount PROMPTLY. NOTE: You have a Promotional Purchase Expiring. See Promotional Purchase Summary For Details.

JENNIFER M. CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9027

FAFFADOTTRFTATAPITFFDFDFDFTTFADTTAFADFTTADAAADTTTFAATDTTFADTA

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

ATFTDTTFTTTTFTTFTTDTTFTTFAFFTFDFADATFDDDFDDDDTAADFDAATDTADFAITFTA

1 873

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disability, use a TTS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965035, Orlando, FL 32896-5035. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.synchro.com.

Overnight Payments: Payments cannot be made in person, mail payments to Synchro Bank, 140 Welwa Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope – not the enclosed remittance envelope, addressed to: PO Box 530668, Atlanta, GA 30353-0668 and not the payment address.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:
Synchro Bank, P.O. Box 965035, Orlando, FL 32896-5035.

In your letter give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

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- The charge in question may remain on your statement and we may continue to charge you interest on that amount.

But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

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- We can apply any unpaid amount against your credit limit.

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Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965038, Orlando, FL 32896-5038. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchro Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by Synchro Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

01C25302-1 07/17/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

By providing a telephone number on your account, you consent to Synchro Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or call phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or a recorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Revel EN - 01C25302

☐	Street Address				
☐	City, State				
☐	ZIP				
☐	Phone #				
☐	Email				
	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	Email Address	

Remember, you can update the above information as well as your email address online at www.mysynchro.com.

Cardholder Name: JENNIFER M CAMPNEY

Account Number: [REDACTED] 1873
Statement Closing Date: 03/24/2015

Tran Date	Post Date	Reference Number	Description	Amount						
03/24/2015	03/24/2015		INTEREST CHARGED							
			INTEREST CHARGE ON PURCHASES	\$89.44						
			TOTAL INTEREST FOR THIS PERIOD	\$89.44						
<table><tr><td>Total Fees Charged in 2015</td><td>\$105.00</td></tr><tr><td>Total Interest Charged in 2015</td><td>\$245.67</td></tr><tr><td>Total Interest Paid in 2015</td><td>\$0.00</td></tr></table>					Total Fees Charged in 2015	\$105.00	Total Interest Charged in 2015	\$245.67	Total Interest Paid in 2015	\$0.00
Total Fees Charged in 2015	\$105.00									
Total Interest Charged in 2015	\$245.67									
Total Interest Paid in 2015	\$0.00									

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$3,401.39	\$89.44
Deferred Interest/No Interest If Paid In Full	04/23/2015	29.99%	\$617.81	\$0.00

Please Note: Enclosed is the Privacy Policy for this account. Please take a moment to read it, then keep it with other financial documents. If you have previously opted-out, you do not need to do so again.

YOUR ACCOUNT IS SERIOUSLY PAST DUE. IT IS CRITICAL THAT YOU CONTACT US TODAY AT 1-800-399-5166

H H GREGG/SYNCHRONY BANK

Cardholder Name: JENNIFER M CAMPNEY
Account Number: 1573
Statement Closing Date: 02/20/2015

Summary of Account Activity		Payment Information							
Previous Balance	\$3,775.20	New Balance	\$3,885.68						
+ New Purchases	\$0.00	Minimum Payment This Period	\$150.00						
- Payments	\$0.00	Amount Past Due	\$547.00						
+/- Credits, Fees & Adjustments (net)	\$35.00	Total Minimum Payment Due	\$697.00						
+/- Interest Charge (net)	\$75.48	Payment Due Date	03/16/2015						
New Balance	\$3,885.68	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.							
Credit Limit	\$4,500.00								
Available Credit	\$0.00								
Days in Billing Period	28								
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8734. Best times to call are Wednesday - Friday.		Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00. Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:							
		<table><tr><th>Payment Plan</th><th>Term</th><th>Total Amount</th></tr><tr><td>Only the minimum payment</td><td>16 years</td><td>\$10,892.00</td></tr></table> If you would like information about credit counseling services, call 1-877-302-8797.		Payment Plan	Term	Total Amount	Only the minimum payment	16 years	\$10,892.00
Payment Plan	Term	Total Amount							
Only the minimum payment	16 years	\$10,892.00							

Promotional Purchase Summary

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 04/23/15.

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Term Date	Description	Initial Purchase Amount
04/23/2015	\$537.08	\$72.91	10/04/2014	Deferred Interest/No Interest If Paid In Full	\$764.87

A summary of your promotional purchase is provided above.
 If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.
 To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Term Date	Post Date	Reference Number	Description	Amount
02/16/2015	02/16/2015		FEES	
			LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 C2R 1 7 21 150220 ED PAGE 1 of 4 9071 0200 XRS4 01035302
 Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Payments Enclosed: \$ 1573

New address or e-mail? Check the box at left and print changes on back. **Payment due includes \$ 547.00 past due. Please pay the past due amount PROMPTLY.** If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.

JENNIFER M CAMPNEY
 4976 WESCOTT BLVD APT 934
 SUMMERVILLE SC 29465-9027

FAT1DDTDFFATA1DD1TDD1TDTADFAA1DAADF1TD1T1TFAA1D1TDD1TAA1FA1D1D1FA1F
 Make Payment to: SYNCHRONY BANK
 PO BOX 960061
 ORLANDO, FL 32896-0061

TAD1TADFDFDFATDFAADAA1ADD1FDD1TAD1TFFADFFAD1TDD1TDD1TDAFAAD1A1F1T1T

1 873

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965035, Orlando, FL 32896-5035. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com.

Overnight Payments: Payments cannot be made in person, mail payments to Synchrony Bank, 140 Welwa Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under Federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope – not the enclosed remittance envelope, addressed to: PO Box 532964, Atlanta, GA 30353-4960 and not the payment address.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:
Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.

In your letter give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
 - The charge in question may remain on your statement and we may continue to charge you interest on that amount.
- But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered at full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits To Your Account: An amount shown in parentheses is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965035, Orlando, FL 32896-5035. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding in the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

011:J5307 - 1 - 07/17/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or recorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Retail EN - 01105302

☐	Street _____ Address _____ City, State _____ ZIP _____ Phone # _____ Email _____	Home Phone # _____ Business Phone # _____ *Cell # or other phone # we can use to contact you _____ Email Address _____

Remember, you can update the above information as well as your email address online at www.mysynchrony.com

Cardholder Name: JENNIFER M CAMPNEY

Account Number: [REDACTED] 1873
Statement Closing Date: 02/20/2015

Trans Date	Post Date	Reference Number	Description	Amount
02/20/2015	02/20/2015		INTEREST CHARGED	
			INTEREST CHARGE ON PURCHASES	\$75.48
			TOTAL INTEREST FOR THIS PERIOD	\$75.48
2015 Year-to-Date				
Total Fees Charged in 2015				\$70.00
Total Interest Charged in 2015				\$156.23
Total Interest Paid in 2015				\$0.00

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$3,280.47	\$75.48
Deferred Interest/No Interest If Paid In Full	04/23/2015	29.99%	\$602.77	\$0.00

Important Notice & Information:
YOUR ACCOUNT REMAINS PAST DUE. PROTECT YOUR CREDIT BY SENDING THE AMOUNT DUE TODAY OR CALL 1-800-399-3166

1 2
3 4

Subject: Changing Your Account Terms	
The following is a summary of a change that is being made to your account terms. This change will take effect on 04/23/15.	
Revised Terms	
Late Payment Fee	Up to \$38
Additional Information about the Late Payment Fee change We are changing the Late Payment Fee applicable to your account. The Late Payment Fee terms in your credit card agreement will be replaced with the Late Payment Fee terms shown below. Please keep this important document for your records. "Late Payment Fee. We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to: 1. \$27, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. OR 2. \$38, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles. The late payment fee will not be more than the total minimum payment that was due."	

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Cardholder Name: JENNIFER M CAMPNEY
Account Number: [REDACTED] 1873
Statement Closing Date: 01/23/2015



Previous Balance		\$3,659.45	New Balance		\$3,775.20															
+ New Purchases		\$0.00	Minimum Payment This Period		\$154.00															
- Payments		\$0.00	Amount Past Due		\$393.00															
+/- Credits, Fees & Adjustments (net)		\$35.00	Total Minimum Payment Due		\$547.00															
+/- Interest Charge (net)		\$80.75	Payment Due Date		02/16/2015															
New Balance		\$3,775.20	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE																	
Credit Limit		\$4,500.00	We may convert your payment into an electronic debit. See reverse side.																	
Available Credit		\$724.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.																	
Days in Billing Period		31	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:																	
Pay online for free at: mysynchrony.com			<table><tr><th>Minimum Payment</th><th>Time to Pay Off Balance</th><th>Total Interest Paid</th></tr><tr><td>\$154.00</td><td>36 months</td><td>\$1,020.00</td></tr><tr><td>\$256.67</td><td>24 months</td><td>\$510.00</td></tr><tr><td>\$359.33</td><td>18 months</td><td>\$255.00</td></tr><tr><td>\$462.00</td><td>12 months</td><td>\$0.00</td></tr></table>			Minimum Payment	Time to Pay Off Balance	Total Interest Paid	\$154.00	36 months	\$1,020.00	\$256.67	24 months	\$510.00	\$359.33	18 months	\$255.00	\$462.00	12 months	\$0.00
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YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 04/23/15.

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
04/23/2015	\$537.08	\$59.04	10/04/2014	Deferred Interest/No Interest If Paid In Full	\$764.87

A summary of your promotional purchase is provided above.
If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at mysynchrony.com

Trans Date	Post Date	Reference Number	Description	Amount
01/16/2015	01/16/2015		FEES	
			LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00

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* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CZH 1 7 21 150123 0 PAGE 1 of 3 9071 0200 XR84 01035302

Pay online at my.synchrony.com or enclose this coupon with your check. Please use blue or black ink.



Payment Enclosed: \$

New address or e-mail? Check the box at left and print changes on back

JENNIFER M CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9077

TAFFDFDAFTFFDAFAAAATDAFDDFDD

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

FFFDTAADFATFAAADDTTTTDFATTAFFFAFDADFTTAADTDDAFDFDTAFDAFFAFDDA

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Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965035, Orlando, FL 32896-5035. Please include your account number on any correspondence you send to us.
Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com.
Overnight Payments: Payments cannot be made in person, mail payments to Synchrony Bank, 140 Winkie Springs Road, Longwood, FL 32779.
Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 530666, Atlanta, GA 30353-0660 and not the payment address.

What To Do If You Think You Find A Mistake On Your Statement:
 If you think there is an error on your statement, write to us at:
 Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.
 In your letter give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
 - The charge in question may remain on your statement and we may continue to charge you interest on that amount.
- But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a faded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payment(s)"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits To Your Account: An amount shown in parentheses is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965035, Orlando, FL 32896-5035. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

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Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

01CJ5302 1-07/17/14

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By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or recorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Retail EN - 01CJ5302

☐	Street Address			
	City, State			
	ZIP			
	Phone #			
	Email			
	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	Email Address

Remember, you can update the above information as well as your email address online at www.mysynchrony.com

Cardholder Name: JENNIFER M CAMPNEY

Account Number: [REDACTED] 1873
Statement Closing Date: 01/23/2015

Tran Date	Post Date	Reference Number	Description	Amount						
			INTEREST CHARGED							
01/23/2015	01/23/2015		INTEREST CHARGE ON PURCHASES	\$80.75						
			TOTAL INTEREST FOR THIS PERIOD	\$80.75						
<table><tr><td>Total Fees Charged in 2015</td><td>\$35.00</td></tr><tr><td>Total Interest Charged in 2015</td><td>\$80.75</td></tr><tr><td>Total Interest Paid in 2015</td><td>\$0.00</td></tr></table>					Total Fees Charged in 2015	\$35.00	Total Interest Charged in 2015	\$80.75	Total Interest Paid in 2015	\$0.00
Total Fees Charged in 2015	\$35.00									
Total Interest Charged in 2015	\$80.75									
Total Interest Paid in 2015	\$0.00									

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$3,170.10	\$80.75
Deferred Interest/No Interest If Paid In Full	04/23/2015	29.99%	\$588.34	\$0.00

Variable Promotional Financing Statement

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases.

No Interest If Paid Within Promotional Period
(These can be advertised as Deferred Interest promotions)
Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum monthly payments are required. This promotion may be offered for periods of 6, 12, 18, or 24 months.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder Notice Information

YOUR ACCOUNT IS 90 DAYS PAST DUE. IT IS
CRITICAL THAT YOU CONTACT US TO PROTECT
YOUR CREDIT. 1-800-399-5166

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Cardholder Name: JENNIFER M CAMPNEY
Account Number: 1873
Statement Closing Date: 12/23/2014

Statement of Account Activity		Payment Information	
Previous Balance	\$3,354.38	New Balance	\$3,659.45
+ New Purchases	\$0.00	Minimum Payment This Period	\$147.00
- Payments	\$0.00	Amount Past Due	\$246.00
+/- Credits, Fees & Adjustments (net)	\$35.00	Total Minimum Payment Due	\$393.00
+/- Interest Charge (net)	\$270.07	Payment Due Date	01/16/2015
New Balance	\$3,659.45	PAYMENT DUE BY 5 P.M. EASTERN ON THIS DUE DATE. We may convert your payment into an electronic debit. See reverse side.	
Credit Limit	\$4,500.00		
Available Credit	\$840.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.	
Days in Billing Period	30		
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8254. Best times to call are Wednesday - Friday.		Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example: If you make the minimum payment on a \$3,659.45 balance, you will pay \$10,756.00 over 17 years. If you would like information about credit counseling services, call 1-877-302-8797.	

Promotional Purchase Summary

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 04/23/15.

Promotional Expiration Date	Promotional Balance	Billed Interest Charge	Deferred Interest Charge	Description/ Tran Date	Initial Purchase Amount
EXPIRED	\$777.80	\$213.63	\$0.00	Deferred Interest/No Interest If Paid In Full 11/28/2013	\$564.17
04/23/2015	\$537.08	\$0.00	\$44.05	Deferred Interest/No Interest If Paid In Full 10/04/2014	\$764.87

A summary of your promotional purchase is provided above.
If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Tran Date	Post Date	Reference Number	Description	Amount
12/16/2014	12/16/2014		FEES	
			LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

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Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Payment Enclosed: \$

New address or e-mail? Check the box at left and print changes on back. Payment due includes \$ 246.00 past due. Please pay the past due amount PROMPTLY. If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.

JENNIFER M CAMPNEY
4916 WESCOTT BLVD APT 934
SUMMERSVILLE SC 29485-9027

TDATTTFDDTATDTFTATFDFTDTDDADAAATDTAFFDFDFDFAFTTDDDFADTTDFD

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

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Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com.
Overnight Payments: Payments cannot be made in person, mail payments to Synchrony Bank, 140 Wakefield Springs Road, Longwood, FL 32779.
Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 539966, Atlanta, GA 30353-0966 and not the payment address.

What To Do If You Think You Find A Mistake On Your Statement:

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 Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.

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- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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- We can apply any unpaid amount against your credit limit.

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How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

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Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

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*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or recorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Retail EN - 01105302

☐ Street Address City, State ZIP Phone # Email	Home Phone # Business Phone # *Cell # or other phone # we can use to contact you	Email Address

Remember, you can update the above information as well as your email address online at www.mysynchrony.com

Cardholder Name: JENNIFER M CAMPNEY

Account Number: [REDACTED] 1873

Statement Closing Date: 12/23/2014

Trans Date	Post Date	Reference Number	Description	Amount
12/23/2014	12/23/2014		INTEREST CHARGED	
			INTEREST CHARGE ON PURCHASES	\$270.07
			TOTAL INTEREST FOR THIS PERIOD	\$270.07
Total Fees Charged in 2014				\$175.00
Total Interest Charged in 2014				\$887.20
Total Interest Paid in 2014				\$9.00

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$1,289.46	\$56.44
Deferred Interest/No Interest If Paid In Full	EXPIRED	29.99%	\$767.97	\$213.63
Deferred Interest/No Interest If Paid In Full	04/23/2015	29.99%	\$573.71	\$0.00

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases.

No Interest If Paid Within Promotional Period

(These can be advertised as Deferred Interest promotions)

Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum monthly payments are required. This promotion may be offered for periods of 6, 9, 12, 18, or 24 months.

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Please Note: Effective June 2, 2014, GE Capital Retail Bank ("GECRB") changed its name to Synchrony Bank ("SYNCRB"). During the transition you may see communications with either name. For more information please visit gecb.com/synchronybank.

PAYMENT ON YOUR ACCOUNT IS REQUIRED.
CALL 1-800-292-7508

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H H GREGG SYNCHRONY BANK

Cardholder Name: JENNIFER M CAMPNEY
Account Number: 1873
Statement Closing Date: 11/23/2014

Previous Balance		\$3,492.96	New Balance	\$3,354.38
+ New Purchases		\$0.00	Minimum Payment This Period	\$123.00
- Payments		\$0.00	Amount Past Due	\$123.00
+/- Credits, Fees & Adjustments (net)		\$192.79	Total Minimum Payment Due	\$246.00
+/- Interest Charge (net)		\$54.21	Payment Due Date	12/16/2014
New Balance		\$3,354.38	Promotion(s) expiring shortly - see promotional boxes below for details	
Credit Limit		\$4,500.00	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.	
Available Credit		\$1,145.00	We may convert your payment into an electronic debit. See reverse side.	
Days in Billing Period		30	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.	
Pay online for free at: mysynchrony.com				
For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8234.				
Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:				
Best times to call are Wednesday - Friday.				
Only the minimum payment		17 years	\$10,712.00	
If you would like information about credit counseling services, call 1-877-302-8797.				

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- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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For changes of address, phone number and/or email, please check the box and print the changes below.

Read EN - 01KJ5302

☐ Street Address City, State ZIP Phone # Email	Home Phone # _____ Business Phone # _____ *Cell # or other phone # we can use to contact you _____ Email Address _____

Remember, you can update the above information as well as your e-mail address online at www.mysynchrony.com

Cardholder Name: JENNIFER M CAMPNEY

Account Number: 1873

Statement Closing Date: 11/23/2014

Tran Date	Post Date	Reference Number	Description	Amount
11/16/2014	11/16/2014		FEES	
			LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00
11/23/2014	11/23/2014		INTEREST CHARGED	
			INTEREST CHARGE ON PURCHASES	\$54.21
			TOTAL INTEREST FOR THIS PERIOD	\$54.21
2014 Totals Year-to-Date				
Total Fees Charged in 2014				\$140.00
Total Interest Charged in 2014				\$617.13
Total Interest Paid in 2014				\$9.00

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$2,199.18	\$54.21
Deferred Interest/No Interest If Paid In Full	12/23/2014	29.99%	\$749.28	\$0.00
Deferred Interest/No Interest If Paid In Full	04/23/2015	29.99%	\$672.97	\$0.00

Important Information:				
This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (*) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.				
No Interest If Paid Within Promotional Period (These can be advertised as Deferred Interest promotions) Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum monthly payments are required. This promotion may be offered for periods of 6, 9, 12, 18, or 24 months.				
Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.				

Important Message:				
Please Note: Effective June 2, 2014, GE Capital Retail Bank ("GECRB") changed its name to Synchrony Bank ("SYNCRB"). During the transition you may see communications with either name. For more information please visit geco.com/synchronybank .				
PAYMENT ON YOUR ACCOUNT IS REQUIRED. PLEASE CALL THE CUSTOMER SERVICE NUMBER REFERENCED ABOVE.				

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Cardholder Name: JENNIFER M CAMPNEY
Account Number : [REDACTED] 1873
Statement Closing Date: 10/24/2014

Summary of Account Activity

Previous Balance	\$2,289.58
+ New Purchases	\$968.12
- Payments	\$81.00
+/- Credits, Fees & Adjustments (net)	\$0.00
+/- Interest Charge (net)	\$316.26
New Balance	\$3,492.96
Credit Limit	\$4,500.00
Available Credit	\$1,007.00
Days in Billing Period	31

Pay online for free at: mysynchrony.com
For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8254.

Best times to call are Wednesday - Friday.

Payment Information

New Balance	\$3,492.96	
Total Minimum Payment Due	\$123.00	
Payment Due Date	11/16/2014	
Promotion(s) expiring shortly - see promotional boxes below for details		
PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.		
We may convert your payment into an electronic debit. See reverse side.		
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.		
Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:		
If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	17 years	\$11,403.00
\$156.00	3 years	\$5,627.00 (Savings = \$5,776.00)

If you would like information about credit counseling services, call 1-877-302-8797.

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 12/23/14 AND 04/23/15.

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CZH 1 7 21 141024 PAGE 1 of 3 5071 0200 XR84 01C15302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Account Number			187
Total Minimum Payment Due	Payment Due Date	Urgent!	New Balance
\$123.00	11/16/2014	Promotion(s) expiring shortly-see above	\$3,492.06

[illegible]

☐ **New address or e-mail?** Check the box at left and print changes on back

JENNIFER M CAMPNEY
4976 WESCOTT BLVD APT 834
SUMMERVILLE SC 29485-9027

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

Cardholder Name: JENNIFER M CAMPNEY

Account Number: 1873

Statement Closing Date: 10/24/2014

Promotional Purchase Summary

Promotional Expiration Date	Promotional Balance	Billed Interest Charge	Deferred Interest Charge	Description/ Tran Date	Initial Purchase Amount
EXPIRED	\$396.84	\$275.32	\$0.00	Deferred Interest/No Interest If Paid In Full 09/28/2013	\$1,203.71
12/23/2014	\$564.17	\$0.00	\$176.23	Deferred Interest/No Interest If Paid In Full 11/28/2013	\$564.17
04/23/2015	\$764.87	\$0.00	\$13.31	Deferred Interest/No Interest If Paid In Full 10/04/2014	\$764.87

A summary of your promotional purchase is provided above.
If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Transaction Summary

Tran Date	Post Date	Reference Number	Description	Amount
10/15/2014	10/15/2014	8534812MH010N5BRT	PAYMENT - THANK YOU	\$81.00 CR
10/04/2014	10/04/2014	8534812M600XTMJMT	HH GREGG 132 N CHARLESTON SC	\$764.87
10/15/2014	10/15/2014	8534812MH00XTMJJK	DEFERRED/NO INTEREST IF PAID IN FULL H H GREGG INTERNET INDIANAPOLIS IN STANDARD PURCHASE ELECTRONICS/APPLIANCES FEES TOTAL FEES FOR THIS PERIOD	\$203.25 \$0.00
10/24/2014	10/24/2014		INTEREST CHARGED INTEREST CHARGE ON PURCHASES TOTAL INTEREST FOR THIS PERIOD	\$316.26 \$316.26

2014 Totals Year-to-Date	
Total Fees Charged in 2014	\$105.00
Total Interest Charged in 2014	\$562.92
Total Interest Paid in 2014	\$0.00

Interest Charge Calculation

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$1,607.55	\$40.94
Deferred Interest/No Interest If Paid In Full	EXPIRED	29.99%	\$446.03	\$275.32
Deferred Interest/No Interest If Paid In Full	12/23/2014	29.99%	\$730.74	\$0.00
Deferred Interest/No Interest If Paid In Full	04/23/2015	29.99%	\$522.41	\$0.00

New Promotional Financing Plans

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest If Paid Within Promotional Period

(These can be advertised as Deferred Interest promotions)

Under this promotion, no Interest Charges will be assessed if the promotional purchase balance (including any promotional fee) is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum monthly payments are required. This promotion may be offered for periods of 6, 12, 18, or 24 months.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Cardholder News & Information

Please Note: Effective June 2, 2014, GE Capital Retail Bank ("GECRB") changed its name to Synchrony Bank ("SYNCB"). During the transition you may see communications with either name. For more information please visit gecrb.com/synchronybank.

Special Messages

Don't forget to visit HHGREGG.COM for the latest in offers and see weekly ads.



5302 CEN 1 7 21 141024 PAGE 3 of 3 9071 0200 XRB4 01CJ5302



Shop now and enjoy the everyday benefits of your hhgregg credit card.*

- Always speak loudly and clearly
- Advance notice of speaker offers via email when you register your address at itsyncrmony.com
- 3 ways to pay: in-store, online at www.itsyncrmony.com or by mail

synchrony
sənˈkrɒni

Account Number: 1873

Pay online for free at: mysynchrony.com
For Synchrony Bank customer service or to report your
card lost or stolen, call 1-866-396-8254.

Best times to call are Wednesday - Friday.

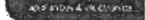
TYPE OF DEBT	PAID OFF BY 12 MONTHS	PAID OFF BY 36 MONTHS
Bank credit cards	80%	90%
Auto loans	70%	85%
Student loans	60%	75%
Home equity loans	50%	65%
Unsecured personal loans	40%	55%
Secured personal loans	30%	45%
Only the minimum payment	15 years	\$8,119.95
\$115.00	3 years	\$4,143.00 (Savings) \$3,976.95

If you would like information about credit counseling services, call 1-877-302-8797.

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 10/24/14 AND 12/31/14.

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 C2H 1 7 21 140923 PAGE 1 of 3 9871 0200 XR84 01CJ5302



Account Number [REDACTED] 1673

Payment Enclosed: \$ 100.00

NOTE: You have a Promotional Purchase Expiring. See Promotional Purchase Summary For Details.
If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.

JENNIFER M CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9077

ATDATTFTDADTADTDATDFDDTAFAAAADFFTFAAFTDTADADADAADDDADADATTDFAAD

Make Payment to: **SYNCHRONY BANK**
PO BOX 960061
ORLANDO, FL 32896-0061

TAAADATDADDTFTDTTFTDFTDADDDFDDFTDFFFDAFTAADATTFTDTAT

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Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965035, Orlando, FL 32896-5035. Please include your account number on any correspondence you send to us. **Payments:** Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com. **Overnight Payments:** Payments cannot be made in person, mail payments to Synchrony Bank, 140 Wakiva Springs Road, Longwood, FL 32776. **Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 530864, Atlanta, GA 30353-0860 and not the payment address.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:

Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.

In your letter give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
 - The charge in question may remain on your statement and we may continue to charge you interest on that amount.
- But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits To Your Account: An amount shown in parentheses is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any requested payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965035, Orlando, FL 32896-5035. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

01CJ5302 1 - 07/27/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or a recorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Read EN - 01CJ5302

☐ Street Address City, State ZIP Phone # Email	Home Phone # Business Phone # *Cell # or other phone # we can use to contact you Email Address

Remember, you can update the above information as well as your email address online at www.mysynchrony.com

Cardholder Name: JENNIFER M CAMPNEY

Account Number: [REDACTED] 1873
Statement Closing Date: 09/23/2014

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
10/24/2014	\$202.52	\$263.95	09/26/2013	Deferred Interest/No Interest If Paid In Full	\$1,203.71
12/23/2014	\$364.17	\$157.62	11/28/2013	Deferred Interest/No Interest If Paid In Full	\$564.17

A summary of your promotional purchase is provided above.
If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Tran Date	Post Date	Reference Number	Description	Amount
09/15/2014	09/15/2014	853481ZLK00ZJH5GN	PAYMENT - THANK YOU	\$180.00 CR
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
09/23/2014	09/23/2014		INTEREST CHARGE ON PURCHASES	\$37.07
			TOTAL INTEREST FOR THIS PERIOD	\$37.07
Total Fees Charged in 2014				\$105.00
Total Interest Charged in 2014				\$246.66
Total Interest Paid in 2014				\$9.00

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$1,503.60	\$37.07
Deferred Interest/No Interest If Paid In Full	10/24/2014	29.99%	\$585.44	\$0.00
Deferred Interest/No Interest If Paid In Full	12/23/2014	29.99%	\$712.67	\$0.00

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (*) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest If Paid Within Promotional Period
(These can be advertised as Deferred Interest promotions)

Under this promotion, no Interest Charges will be assessed if the promotional purchase balance is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum monthly payments are required. This promotion may be offered for periods of 6, 12, 18 or 24 months.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Please Note: Effective June 2, 2014, GE Capital Retail Bank ("GECRB") changed its name to Synchrony Bank ("SYNCRB"). During the transition you may see communications with either name. For more information please visit gecb.com/synchronybank.

Don't forget to visit IHOREGG.COM for the latest in offers and see weekly ads.

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H H GREGG/SYNCHRONY BANK

Cardholder Name: JENNIFER M CAMPNEY
Account Number: 1873
Statement Closing Date: 08/24/2014

Summary of Account Activity		Payment Information							
Previous Balance	\$2,360.78	New Balance	\$2,432.51						
+ New Purchases	\$0.00	Minimum Payment This Period	\$97.00						
- Payments	\$0.00	Amount Past Due	\$83.00						
+/- Credits, Fees & Adjustments (net)	\$35.00	Total Minimum Payment Due	\$180.00						
+/- Interest Charge (net)	\$36.73	Payment Due Date	09/16/2014						
New Balance	\$2,432.51	Promotion(s) expiring shortly - see promotional boxes below for details							
Credit Limit	\$4,500.00	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.							
Available Credit	\$2,067.00	We may convert your payment into an electronic debit. See reverse side.							
Days in Billing Period	31	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.							
Pay online for free at mysynchrony.com		Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:							
For Synchrony Bank customer service or to report your card lost or stolen, call 1-866-396-8254.		<table><tr><th>Payment Plan</th><th>Term</th><th>Monthly Payment</th></tr><tr><td>Only the minimum payment</td><td>15 years</td><td>\$8,302.00</td></tr></table>		Payment Plan	Term	Monthly Payment	Only the minimum payment	15 years	\$8,302.00
Payment Plan	Term	Monthly Payment							
Only the minimum payment	15 years	\$8,302.00							
Best times to call are Wednesday - Friday.		If you would like information about credit counseling services, call 1-877-302-8797.							

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 10/24/14 AND 12/23/14.

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Term Date	Description	Initial Purchase Amount
10/24/2014	\$382.52	\$249.52	09/26/2013	Deferred Interest/No Interest If Paid In Full	\$1,203.71
12/23/2014	\$564.17	\$140.05	11/28/2013	Deferred Interest/No Interest If Paid In Full	\$564.17

A summary of your promotional purchase is provided above.

If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at mysynchrony.com.

Term Date	Post Date	Reference Number	Description	Amount
08/16/2014	08/16/2014		FEES	
			LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CER 1 7 21 140824 D PAGE 1 of 3 9071 0200 XR84 @1C35302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.



Account Number: 1873

Payment Enclosed: \$

New address or e-mail?
Check the box at left and
print changes on back

Payment due includes \$ 83.00 past due. Please pay the past due amount PROMPTLY.

NOTE: You have a Promotional Purchase Expiring. See Promotional Purchase Summary For Details.

JENNIFER M CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9027

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

FD4DDDAAFDADTFADDDTTADTFATFTFDAAATADTAAFDTAFDDFDDDDTDFDFAATAFDT

TFDFAAFDDATDFAADATAAADDOTADDAATAAADFADFFDDAFTDDFATAFADAFITTFDD

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Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965035, Orlando, FL 32896-5035. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.mysynchrony.com.

Overnight Payments: Payments cannot be made in person, mail payments to Synchrony Bank, 140 Wakiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope – not the enclosed remittance envelope, addressed to: PO Box 33896, Atlanta, GA 30333-0960 and not the payment address.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:
Synchrony Bank, P.O. Box 965035, Orlando, FL 32896-5035.

In your letter give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
 - The charge in question may remain on your statement and we may continue to charge you interest on that amount.
- But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits To Your Account: An amount shown in parentheses is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965035, Orlando, FL 32896-5035. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by Synchrony Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

CHCJ5302 - 1 - 01/17/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or recorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Retail EN - 01003302

☐ Street _____
Address _____
City, State _____
ZIP _____
Phone # _____
Email _____

Home Phone # _____ Business Phone # _____ *Cell # or other phone # _____ Email Address _____
we can use to contact you

Remember, you can update the above information as well as your email address online at www.mysynchrony.com

Cardholder Name: JENNIFER M CAMPNEY

Account Number: 1873
Statement Closing Date: 08/24/2014

Tran Date	Post Date	Reference Number	Description	Amount
INTEREST CHARGED				
08/24/2014	08/24/2014		INTEREST CHARGE ON PURCHASES	\$36.73
			TOTAL INTEREST FOR THIS PERIOD	\$36.73
Total Fees Charged in 2014 \$105.00				
Total Interest Charged in 2014 \$209.59				
Total Interest Paid in 2014 \$9.00				

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$1,441.79	\$36.73
Deferred Interest/No Interest If Paid In Full	10/24/2014	29.99%	\$623.80	\$0.00
Deferred Interest/No Interest If Paid In Full	12/23/2014	29.99%	\$695.04	\$0.00

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer you other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transaction. Not all plans or all plan periods will be available at every retailer. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. See the Interest Charge Calculation section of this billing statement to determine if this APR is variable. If a (*) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

No Interest If Paid Within Promotional Period

(These can be advertised as Deferred Interest promotions)

Under this promotion, no Interest Charges will be assessed if the promotional purchase balance is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum monthly payments are required. This promotion may be offered for periods of 6, 12, 18 or 24 months.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Please Note: Effective June 2, 2014, GE Capital Retail Bank ("GECRB") changed its name to Synchro Bank ("SYNCRB"). During the transition you may see communications with either name. For more information please visit gecrb.com/synchrobank.

PAYMENT ON YOUR ACCOUNT IS REQUIRED
PLEASE CALL THE CUSTOMER SERVICE NUMBER REFERENCED ABOVE.

5382 CEN 1 7 21 140824 D PAGE 3 of 3 9071 0200 X884 01C05302

H H GREGG/GBCRB

Cardholder Name: JENNIFER M CAMPNEY
Account Number: 1873
Statement Closing Date: 07/24/2014

GE Capital Retail Bank

Previous Balance	\$2,415.21	New Balance	\$2,360.78
+ New Purchases	\$0.00	Total Minimum Payment Due	\$83.00
- Payments	\$90.00	Payment Due Date	08/16/2014
+/- Credits, Fees & Adjustments (net)	\$0.00	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.	
+/- Interest Charge (net)	\$35.57	We may convert your payment into an electronic debit. See reverse side.	
New Balance	\$2,360.78	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.	
Credit Limit	\$4,500.00	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:	
Available Credit	\$2,139.00	Only the minimum payment	
Days in Billing Period	31	\$115.00	
Pay online for free at gocapital.com		15 years	
For GE Capital Retail Bank customer service or to report your card lost or stolen, call 1-866-396-8254.		3 years	
Best times to call are Wednesday - Friday.		\$4,151.00	
		(Savings = \$4,053.00)	
		If you would like information about credit counseling services, call 1-877-302-8797.	

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 10/24/14 AND 12/23/14.

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Term Date	Description	Initial Purchase Amount
10/24/2014	\$382.52	\$233.63	09/26/2013	Deferred Interest/No Interest If Paid In Full	\$1,203.71
12/23/2014	\$564.17	\$122.35	11/28/2013	Deferred Interest/No Interest If Paid In Full	\$564.17

A summary of your promotional purchase is provided above. If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at gocapital.com.

Trans Date	Post Date	Reference Number	Description	Amount
07/15/2014	07/15/2014	85348121M01V4WXX7	PAYMENT - THANK YOU	\$90.00 CR
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CBR 1 7 21 140724 PAGE 1 of 3 9071 0200 XAB4 01CA5302

Pay online at gocapital.com or enclose this coupon with your check. Please use blue or black ink.



Payment Enclosed: \$

New address or e-mail? If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date. Check the box at left and print changes on back

JENNIFER M CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9027

TEFFFFFTTDAAFFAADAFDDADFDDEFDTDFDTADTFAADDTADATFTDDTT

Make Payment to: GE CAPITAL RETAIL BANK
PO BOX 960061
ORLANDO, FL 32896-0061

DDDDADFDOTAFDTDAFFDTDFATTATTAFATAAFDAATAATAFAADTDAFDTDADTDFTDFD

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Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TTS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965033, Orlando, FL 32896-5033. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.gogecapital.com.

Overnight Payments: Payments cannot be made in person, mail payments to GE Capital Retail Bank, LLC, 140 Wekiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment with the remittance coupon, in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:
GE Capital Retail Bank, P.O. Box 965035, Orlando, FL 32896-5035.

In your letter give us the following information:

- Account information: Your name and account number
 - Dollar amount: The dollar amount of the suspected error
 - Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
- While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question or report you as delinquent on that amount.
 - The charge in question may remain on your statement and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that (a) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (b) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits to Your Account: An amount shown in parentheses is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balances shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: GE Capital Retail Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by GE Capital Retail Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

01CA5302 - 2 - 10/30/13

By providing a telephone number on your account, you consent to GE Capital Retail Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address or phone number, please check the box and print the changes below.

Retail EN - 01CA5302

Name _____
☐ Street Address _____
City _____ State _____ Zip Code _____
Home Phone # _____ Business Phone # _____ Cell # or other phone # we can use to contact you _____ Email Address _____

Remember, you can update the above information as well as your e-mail address online at www.gogecapital.com

Thank you for being a loyal customer.

Thank You

Statement Closing Date: 07/24/2014

Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$1,396.27	\$35.57
Deferred Interest/No Interest If Paid In Full	10/24/2014	29.99%	\$667.87	\$0.00
Deferred Interest/No Interest If Paid In Full	1/22/2014	29.99%	\$677.56	\$0.00

This notice is to let you know about some promotional financing plans that may be available for you when you use your card for future purchases. This is only a summary of key terms. At times, we may offer other promotional financing plans for certain purchases. Details of available promotions will be provided to you at the time of your transactions. Not all plans or all plan periods will be available in every retailer. For purposes of this notification, your Purchase Annual Percentage Rate ("APR") is 29.99%. See the Interest Charge Calculation section of this billing statement to determine if APR is variable. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate. Subject to credit approval. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases.

No Interest if Paid Within Promotional Period

(These can be advertised as Deferred Interest promotions)

Under this promotion, no Interest Charges will be assessed if the promotional purchase balance is paid in full within the promotional period. If the promotional purchase balance is not paid in full by the end of the promotional period, interest will be imposed from the date of purchase at the Purchase APR stated above. Minimum monthly payments are required. This promotion may be offered for periods of 6, 12, 18 or 24 months.

Please keep this for your records. If you have any questions, please call us at the Customer Service number shown on your statement.

Please Note: Effective June 2, 2014, GE Capital Retail Bank ("GECRB") changed its name to Synchrony Bank ("SYNCB"). During the transition you may see communications with either name. For more information please visit gecrb.com/synchrony/bank

Don't forget to visit **HHBBEGG.COM** for the latest in offers and see weekly ads.

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H H GREGG/GEGRB

Cardholder Name: JENNIFER M CAMPNEY
Account Number: 1873
Statement Closing Date: 06/23/2014

GE Capital Retail Bank

Summary of Account Activity		Payment Information										
Previous Balance	\$2,045.77	New Balance	\$2,415.21									
+ New Purchases	\$379.69	Total Minimum Payment Due	\$89.00									
- Payments	\$75.00	Payment Due Date	07/16/2014									
+/- Credits, Fees & Adjustments (net)	\$33.00	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.										
+/- Interest Charge (net)	\$39.75	We may convert your payment into an electronic debit. See reverse side.										
New Balance	\$2,415.21	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.										
Credit Limit	\$4,500.00	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:										
Available Credit	\$2,084.00	<table border="1"> <tr> <td>Only the minimum payment</td> <td>15 years</td> <td>\$8,290.00</td> </tr> <tr> <td>\$116.00</td> <td>3 years</td> <td>\$4,182.00</td> </tr> <tr> <td></td> <td></td> <td>(Savings = \$4,108.00)</td> </tr> </table>		Only the minimum payment	15 years	\$8,290.00	\$116.00	3 years	\$4,182.00			(Savings = \$4,108.00)
Only the minimum payment	15 years	\$8,290.00										
\$116.00	3 years	\$4,182.00										
		(Savings = \$4,108.00)										
Days in Billing Period	31	If you would like information about credit counseling services, call 1-877-302-8797.										

Pay online for free at: gogecapital.com
For GE Capital Retail Bank customer service or to report your card lost or stolen, call 1-866-396-8254.
Best times to call are Wednesday - Friday.

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 10/24/14 AND 12/23/14.

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
10/24/2014	\$471.52	\$216.62	09/26/2013	Deferred Interest/No Interest (If Paid In Full)	\$1,203.71
12/23/2014	\$564.17	\$105.09	11/28/2013	Deferred Interest/No Interest (If Paid In Full)	\$564.17

A summary of your promotional purchase is provided above. If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at gogecapital.com.

Tran Date	Post Date	Reference Number	Description	Amount
06/17/2014	06/17/2014	8534812HR01S4A22X	PAYMENT - THANK YOU	\$75.00 CR
06/07/2014	06/07/2014	8534812HF00XTM1G7	HH GREGG 132 N CHARLESTON SC STANDARD PURCHASE	\$379.69

Continued on next page

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CEN 7 21 140623 PAGE 1 of 3 9071 0209 X884 01 CAS 5302
Pay online at gogecapital.com or enclose this coupon with your check. Please use blue or black ink.

Payment Enclosed: \$

New address or e-mail? ☐ If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.
Check the box at left and print changes on back.

JENNIFER M CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485 9027

AFFDAAFDFADFD0T7AFFFADFDT7FDT7FTTFFDDT7TAAD7DATTAD7DFA7D7DA

Make Payment to: GE CAPITAL RETAIL BANK
PO BOX 960061
ORLANDO, FL 32896-0061

R7TD7FAFAAAAFA7D7ATDFA7D7DA7FATADAA7TTTAD7ADFAD7FA7D7A7FA7D7

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Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TTS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965033, Orlando, FL 32896-5033. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.gogecapital.com.

Overnight Payments: Payments cannot be made in person, mail payments to GE Capital Retail Bank, LLC, 140 Wekiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965035, Orlando, FL 32896-5035.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment both the remittance coupon, in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 530960, Atlanta, GA 30353-0960 and not the payment address.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:
GE Capital Retail Bank, P.O. Box 965035, Orlando, FL 32896-5035.

In your letter give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Information About Payments: You may at any time pay in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment is not received at the payment address. If it is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., it is not accompanied by the remittance coupon attached to your statement, it contains more than one payment or remittance coupon, it is not received in the remittance envelope provided or it includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that it indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (b) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965035, Orlando, FL 32896-5035.

Credits to Your Account: An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balances shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding, to the following address: GE Capital Retail Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by GE Capital Retail Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

O1CA5302 - 2 - 10/30/13

By providing a telephone number on your account, you consent to GE Capital Retail Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address or phone number, please check the box and print the changes below.

Retail EN - O1CA5302

☐ Name _____
Street Address _____
City _____ State _____ Zip Code _____
Home Phone # _____ Business Phone # _____ Cell # or other phone # we can use to contact you _____ Email Address _____

Remember, you can update the above information as well as your e-mail address online at www.gogecapital.com

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H H GREGG/CCRB

Cardholder Name: JENNIFER M. CAMPNEY
Account Number: 1873
Statement Closing Date: 05/23/2014

GE Capital Retail Bank

Summary of Account Activity		Payment Information							
Previous Balance	\$2,097.92	New Balance	\$2,045.77						
+ New Purchases	\$0.00	Total Minimum Payment Due	\$72.00						
- Payments	\$75.00	Payment Due Date	06/16/2014						
+/- Credits, Fees & Adjustments (net)	\$0.00	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse side.							
+/- Interest Charge (net)	\$22.85								
New Balance	\$2,045.77	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.							
Credit Limit	\$4,500.00	Minimum Payment Warning: Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:							
Available Credit	\$2,454.00	<table><tr><td>Only the minimum payment</td><td>14 years</td><td>\$6,953.00</td></tr><tr><td>\$99.00</td><td>3 years</td><td>\$3,563.00 (Savings = \$3,390.00)</td></tr></table>		Only the minimum payment	14 years	\$6,953.00	\$99.00	3 years	\$3,563.00 (Savings = \$3,390.00)
Only the minimum payment	14 years	\$6,953.00							
\$99.00	3 years	\$3,563.00 (Savings = \$3,390.00)							
Days to Billing Period	30	If you would like information about credit counseling services, call 1-877-302-8797.							
Pay online for free at: gogecapital.com For GE Capital Retail Bank customer service or to report your card lost or stolen, call 1-866-396-8254. Best times to call are Wednesday - Friday.									

YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING DEFERRED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS. YOU HAVE A PROMOTION(S) EXPIRING ON 10/24/14 AND 12/23/14.

Promotional Expiration Date	Promotional Balance	Deferred Interest Charge	Tran Date	Description	Initial Purchase Amount
10/24/2014	\$543.52	\$197.91	09/26/2013	Deferred Interest/No Interest If Paid In Full	\$1,203.71
12/23/2014	\$564.17	\$88.27	11/28/2013	Deferred Interest/No Interest If Paid In Full	\$564.17

A summary of your promotional purchase is provided above.
If you have a DEFERRED INTEREST/NO INTEREST IF PAID IN FULL promotion: To avoid paying Deferred Interest Charges on these promotion(s), you must pay the entire applicable Promotional Balance by the Promotional Expiration Date.

To make more than one payment see Make Payment To address or pay online at gogecapital.com.

Tran Date	Post Date	Reference Number	Description	Amount
05/14/2014	05/14/2014	8534812GN01RQX5ZW	PAYMENT - THANK YOU	\$75.00 CR
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00

Continued on next page

*NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CSH 1 7 21 140523 PAGE 1 of 3 9071 0200 X884 01CA5302

Pay online at gogecapital.com or enclose this coupon with your check. Please use blue or black ink.Payment Enclosed: \$

☐ New address or e-mail? If you only pay the Total Minimum Due it may not pay off the Promotional Purchase by the Expiration Date.
Check the box at left and print changes on back

JENNIFER M. CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9027

ADAAFDFTTTFAATFFDFFFAADATDITDDTAATFADTTDTFATADAFDTDDTFFDDAT

Make Payment to: GE CAPITAL RETAIL BANK
PO BOX 960061
ORLANDO, FL 32896-0061

FTAAAFATAADTTTFAATADAAFFADFA TDDAFDITDITDFFITFAAFATFFITADDAADFAP

1 873

Customer Service: For account information, call the number on the front of the statement. For Hearing or Speech disabilities, use a TTS. Unless your name is listed on the statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965033, Orlando, FL 32896-5033. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance coupon portion of this statement or pay online at www.gogecapital.com.

Overnight Payments: Payments cannot be made in person, mail payments to GE Capital Retail Bank, LLC, 140 Wekiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965033, Orlando, FL 32896-5033.

Purchases, returns and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope - not the enclosed remittance envelope, addressed to: PO Box 550960, Atlanta, GA 30353-0960 and not the payment address.

What To Do If You Think You Find A Mistake On Your Statement:
If you think there is an error on your statement, write to us at:
GE Capital Retail Bank, P.O. Box 965033, Orlando, FL 32896-5033.
In your letter give us the following information:
• Account information: Your name and account number
• Dollar amount: The dollar amount of the suspected error
• Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:
• We cannot try to collect the amount in question or report you as delinquent on that amount.
• The charge in question may remain on your statement and we may continue to charge you interest on that amount.
But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
• We can apply any unpaid amount against your credit limit.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your account may be delayed up to five days if payment (a) is not received at the payment address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that (a) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (b) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965033, Orlando, FL 32896-5033.

Credits to Your Account: An amount shown in parenthesis is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports and Account Information: If you believe that we may have reported inaccurate information about you to a consumer-reporting agency, please contact us at P.O. Box 965036, Orlando, FL 32896-5036. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

How We Calculate Interest: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balances shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding, to the following address: GE Capital Retail Bank, Attn: Bankruptcy Dept., P.O. Box 965061, Orlando, FL 32896-5061.

Your account is owned and serviced by GE Capital Retail Bank.

Use of Information About You and Your Account: Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

O1CA5302 - 2 - 10/30/13

By providing a telephone number on your account, you consent to GE Capital Retail Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address or phone number, please check the box and print the changes below.

Retail EN - O1CA5302

Name _____

☐ Street Address _____

City _____ State _____ Zip Code _____

Home Phone # _____ Business Phone # _____ Cell # or other phone # we can use to contact you _____ Email Address _____

Remember, you can update the above information as well as your e-mail address online at www.gogecapital.com



Dear Client:

Unlike car accident or slip and fall cases, in your case you likely did not suffer a physical impact which resulted in bodily injury, like a bloody nose, concussion, broken arm or bruised ribs. These are injuries that can be seen. However, you may have been harmed in a way that cannot be seen. You cannot take a picture of an insult; you cannot take an X-ray of the humiliation or embarrassment you may have felt. These are called non-economic or "emotional distress" damages. You may know this as "pain and suffering".

Attached is a checklist of some examples of the types of problems, symptoms or circumstances that you may have experienced and for which you may be able to be compensated. Please stop reading and familiarize yourself with the checklist now.

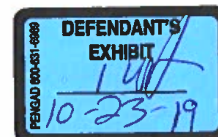
Conversely, if you were not "bothered" by what happened in your case, then you do *not* have the right to receive any compensation for emotional distress damages. If so, let us know and we will not explore this aspect of your case any further; there is no need for you to read further on.

Since you have continued reading, we assume that you have suffered emotional distress. Note that any emotional effects you suffered must have been caused by what happened in your case. In other words, you must genuinely believe and be able to *demonstrate* that your emotional or physical symptoms or problems are the *direct result* of what happened in your case.

Emotional distress must be supported and is best proven by evidence of genuine injury, such as evidence of your conduct and the observations of others, for example, relatives, friends, co-workers, doctors, clergy, psychologists, psychiatrists, bosses, supervisors, and from documents. Medical records, doctor's notes, prescriptions, and employment records are all good examples of the type of documentary evidence that can support your claim of emotional distress.

To be compensable, the jury has to hear about the problems from you and *witnesses*, or see *documents*. We need to show the jury that your harm has been real and not "made up." Witnesses can help explain what they saw or heard, and can help the jury understand how serious and real all of these problems have been for you. We need to have witnesses who will testify truthfully that this case has had a direct and substantial impact on your life. Documents will provide tangible proof of your harm.

Therefore, it is important to show and tell the jury through you, witnesses and documents, **how you were affected**. We ask you to complete the attached checklist to assist us in proving any emotional distress you may have suffered.



MENTAL EMOTIONAL PSYCHOLOGICAL DAMAGES WORKSHEET			
SYMPTOM / PROBLEM	Yes	No	Corroborating/Verifying Witnesses or Documentation (Names, addresses, phones or describe documents/records)
Aggravated illness			
Allergic reaction			
Anger			
Anxiety	✓		Benjamin Campney 4976 Wescott Blvd Apt 934 Summerville, SC 29485
Appetite gain			
Appetite loss			
Bedridden			
Bullied			
Change in self image			
Chest pain			
Chest tightness			
Chronic pain			
Chronic fatigue			
Concentration loss	✓		Benjamin Campney 4976 Wescott Blvd Apt 934 Summerville, SC 29485
Confusion			
Consortium/sexual loss			
Crying	✓		Benjamin Campney 4976 Wescott Blvd Apt 934 Summerville, SC 29485
Death thoughts			
Depression			
Disbelief			
Dizziness			
Eating too much (overeating)			
Eating too little (malnutrition)			
"Empty" moods			
Excessive alcohol drinking			
Fear - answering door			
Fear - answering phone			
Fear - other			
"Freaking out"			
Embarrassment with family			
Embarrassment with friends			
Embarrassment with others			
Fatigue			
Frustration			
Guilt feelings			
Headaches			
Helplessness feelings	✓		Benjamin Campney 4976 Wescott Blvd Apt 934 Summerville, SC 29485
High blood pressure (hypertension)			
Hives			
Hopelessness	✓		Benjamin Campney 4976 Wescott Blvd Apt 934 Summerville, SC 29485
Humiliation			
Hyperactivity			
Hysteria			
Illness			
Insomnia			
Intimidation			
Irritability			
Job affected negatively			
Job lost			

10/19/2019

https://isserv.musc.edu/myrecords/print_paystub.jsp**Medical University Hospital Authority**

CAMPNEY, JENNIFER M
4976 WESCOTT BLVD
APT 934
SUMMERVILLE, SC 29485
Emp Id: [REDACTED]

Deposit#: 53973558
Pay Date: 03/14/2018
Disbursal Seq: AM09E 9620

Period End: 03/03/2018
Period Begin: 02/18/2018
Federal W4: M/3
State W4: M/3

LEAVE BALANCE HOURS AS OF 03/14/2018

Description	Accrued	Available
PTO:	7.08	53.70
ESL:	2.46	243.54
SML:		0.00

EARNINGS

Description	Hours	Current	YTD
Regular Earning	70.25	\$1,646.56	\$9,486.75
Day Weekend	13.50	\$20.25	\$82.13
Eve Weekend	9.25	\$27.75	\$164.25
Evening	14.00	\$21.00	\$138.40
Holiday Shift Df			\$47.25
Overtime			\$210.94
Paid Time Off	9.75	\$228.53	\$1,459.05
Premium OT			\$3.61

TAXES & DEDUCTIONS

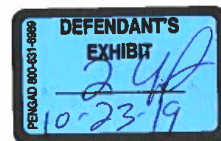
Description	Current	YTD
Federal	\$81.51	\$542.07
FICA/OASDI	\$106.91	\$650.63
FICA/MEDICARE	\$25.00	\$152.16
State	\$78.78	\$483.02
MUSC Health*	\$153.28	\$766.40
Vision*	\$12.58	\$62.90
Dependent Life	\$0.63	\$3.15
Admin Fee*	\$0.14	\$0.70
Opt Life*	\$1.95	\$9.75
SLTD	\$1.55	\$7.75
Dietary	\$1.44	\$27.16
Dental Plus*	\$51.72	\$258.60
Spouse Dep Life	\$0.78	\$3.90
Dep Chek Net NP	\$1,427.82	\$8,624.19
* denotes a pre-tax item		

Total Earnings:	\$1,944.09	\$11,592.38
Annual Salary:	\$48,752.08	Eff Date: 10/15/2017

Total Taxes & Deductions:	\$1,944.09	\$11,592.38

DIRECT DEPOSIT DETAIL

Financial Institution	Description	Account Number	Amount
SC FEDERAL CREDIT UNION	Dep Chek Net NP	****8715	\$1,427.82

https://isserv.musc.edu/myrecords/print_paystub.jsp

1/1

Medical University Hospital Authority

Campney, Jennifer M
4976 WESCOTT BLVD
APT 934
SUMMERVILLE, SC 29485
Emp Id: XXXXXXXXXX

Deposit#: 54297464
Pay Date: 10/09/2019
Disbursal Seq: AM09E 9774
Period End: 09/28/2019
Period Begin: 09/15/2019
Federal W4: M/3
State W4: M/3

LEAVE BALANCE HOURS AS OF 10/09/2019

Description	Accrued	Available
PTO:	6.92	71.19
ESL:	2.21	339.90
SML:		0.00

EARNINGS

Description	Hours	Current	YTD
Regular Earning	60.75	\$1,533.94	\$24,134.55
Citizenship			\$315.63
Day Weekend	24.50	\$104.12	\$472.40
Education	5.75	\$145.19	\$1,073.14
Eve Weekend			\$90.75
Evening			\$225.01
Holiday Shift Df			\$94.50
Night			\$182.50
Night Weekend			\$32.00
On Call Pay			\$30.75
Orientation			\$9,999.02
Overtime	1.25	\$47.34	\$170.43
Overtime NP Ori			\$18.94
Paid Time Off	9.50	\$239.88	\$3,380.71
Premium OT	0.00	\$0.79	\$1.63

TAXES & DEDUCTIONS

Description	Current	YTD
Federal	\$94.67	\$1,658.41
FICA/OASDI	\$114.81	\$2,235.16
FICA/MEDICARE	\$26.85	\$522.74
State	\$85.02	\$1,587.00
MUSC Health*	\$153.28	\$2,912.32
Vision*	\$12.58	\$239.02
Dependent Life	\$0.63	\$11.97
Opt Life*	\$1.95	\$37.05
SLTD	\$1.83	\$34.77
Dental Plus*	\$51.72	\$982.68
Spouse Dep Life	\$0.78	\$14.82
Dep Chek Net NP	\$1,527.14	\$29,986.02

* denotes a pre-tax item

Total Earnings:	\$2,071.26	\$40,221.96	Total Taxes & Deductions:	\$2,071.26	\$40,221.96
Annual Salary:	\$47,268.00	Eff Date:	02/03/2019		

DIRECT DEPOSIT DETAIL

Financial Institution	Description	Account Number	Amount
SC FEDERAL CREDIT UNION	Dep Chek Net NP	****8715	\$1,527.14

Veterans, we appreciate your contribution to MUSC and to our country. Be sure to update your My Record to reflect your service.



Standard Mileage Rates for 2018 Up from Rates for 2017

IR-2017-204, Dec. 14, 2017

WASHINGTON — The Internal Revenue Service today issued the 2018 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2018, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 54.5 cents for every mile of business travel driven, up 1 cent from the rate for 2017.
- 18 cents per mile driven for medical or moving purposes, up 1 cent from the rate for 2017.
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate and the medical and moving expense rates each increased 1 cent per mile from the rates for 2017. The charitable rate is set by statute and remains unchanged.

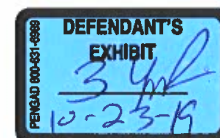
The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other requirements are described in Rev. Proc. 2010-51.

Notice 2018-03, posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

Page Last Reviewed or Updated: 06-Sep-2019





IRS issues standard mileage rates for 2019

IR-2018-251, December 14, 2018

WASHINGTON — The Internal Revenue Service today issued the 2019 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2019, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58 cents per mile driven for business use, up 3.5 cents from the rate for 2018,
- 20 cents per mile driven for medical or moving purposes, up 2 cents from the rate for 2018, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate increased 3.5 cents for business travel driven and 2 cents for medical and certain moving expense from the rates for 2018. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see Notice-2019-02.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other limitations are described in section 4.05 of Rev. Proc. 2010-51.

Notice 2019-02, posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

Page Last Reviewed or Updated: 28-Jun-2019

Timeline of Court Related Dates with Mileage Calculations

Pre-court meeting with Mr. Cantrell at Arby's 8980 University Blvd, North Charleston, SC 29406 February 21, 2018 at 4:00 pm. Mileage from home address 14.1 miles round trip x 54.5 cents = **\$7.68**

Court appearance at Dorchester County Magistrate Court 212 Deming Way, Summerville, SC 29483 February 23, 2018 at 9:30am. Miles from home address 23.8 miles round trip x 54.5 cents = **\$12.97** plus **Lost wages \$228.53 for 9.75 hours at \$23.44 per hour.**

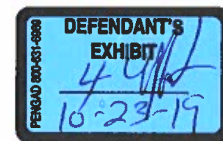
Mediation at DeMott Law Firm, P.A. 103 Grandview Dr suite b, Summerville, SC 29483 March 22, 2019 at 10:00 am. Mileage from home address 18.8 miles round trip x 58 cents = **\$10.90.**

Court appearance at Dorchester County Courthouse 5200 E Jim Bilton Blvd, St George, SC 29477 September 23, 2019 at 9:30 am. Miles from home address 68.8 miles round trip x 58 cents = **\$39.90** plus **Lost wages \$239.88 for 9.50 hours at \$25.25 per hour.**

Pre-trial meeting with Mr. Cantrell at Arby's 8980 University Blvd, North Charleston, SC 29406 October 19, 2019 at 1:30 pm. Mileage from home address 14.1 miles round trip x 58 cents = **\$8.18.**

Trial prep and Court appearance at Dorchester County Courthouse 5200 E Jim Bilton Blvd, St George, SC 29477 October 22, 2019 and October 23, 2019 at time to be determined. Miles from home address 68.8 miles round trip x 58 cents = **\$39.90** plus **lost wages \$618.00 for 24 hours at \$25.75 per hour.**

Total mileage + Lost wages = **\$1,205.94**



CANTRELL LEGAL PC
ATTORNEY RETAINER AGREEMENT

This agreement is made by and between Jennifer Campney, hereby designated as client(s), and Cantrell Legal, PC, designated as attorney. Client(s) hereby retain and employ attorney to represent them in the following matter(s):

Defense of Portfolio Recovery Associates, LLC collection lawsuit

This agreement is in respect to the above matter only. All other matters are separate and apart from this agreement including any subsequent or related appeal or defense on appeal.

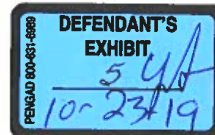
1. Client empowers attorney to take all legal actions and provide all legal services deemed necessary and advisable by attorney in this matter. Said attorney may associate other counsel as he deems necessary unless otherwise agreed.

2. Attorney may, in his absolute discretion, withdraw from representing client in this matter at any time upon written notice to client. Client agrees to sign a substitution form if required.

3. **FEES.** It is agreed that the fee in this matter shall be computed as follows:

CLIENT SHALL PAY A NON-REFUNDABLE AMOUNT OF \$750.00 TO COVER ATTORNEY'S INITIAL RETAINER. IN ADDITION, CLIENT AGREES TO PAY ATTORNEY BASED ON HIS NORMAL HOURLY RATE OF \$350.00 PER HOUR FOR ALL WORK PERFORMED ON THIS CASE OR 50% OF ANY SETTLEMENT AMOUNT, WHICHEVER IS GREATER. CLIENT UNDERSTANDS AND AGREES THAT ATTORNEY FOLLOWS THE INDUSTRY STANDARD BILLING PRACTICE OF ROUNDING TIME FOR ALL SERVICES RENDERED UP THE NEAREST TENTH OF AN HOUR AND AGREES TO PAY ATTORNEY FEES BASED ON THIS BILLING PRACTICE. ANY NECESSARY TRAVEL TIME WILL BE BILLED AT ATTORNEY'S FULL HOURLY RATE. ATTORNEY'S CLAIM FOR ATTORNEY FEES BEYOND THE INITIAL RETAINER AMOUNT IS CONTINGENT ON THOSE FEES BEING RECOVERED FROM CREDITOR FOR ANY CONSUMER PROTECTION LAW VIOLATION.

4. **Costs.** It is understood that attorney may incur costs and expenses in this matter. Additional costs will be paid by client in addition to any legal fee agreed to herein, upon presentation. A non-exclusive list of extras is as follows: \$.25 per copy for any copies, \$25.00 per motion for any motion filed. Additional costs may include postage, subpoenas, photos, depositions, court reporter, witness compensation, investigators, expert witness, etc.

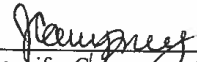


5. Client may terminate attorney at any time by written notice. Attorney shall be entitled to all fees earned and costs incurred to that date in this matter notwithstanding said termination by the client.

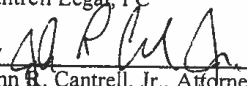
6. AN ACCOUNT IS PAST DUE AND SHALL IMMEDIATELY BECOME DUE AND OWING IN FULL WHEN PAYMENT ON AN ACCOUNT IS NOT PAID WITHIN FIFTEEN (15) DAYS OF BILLING. ATTORNEY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND COSTS FOR THE COLLECTION OF ANY ACCOUNT OF CLIENT.

7. CLIENT UNDERSTANDS AND AGREES THAT ATTORNEY MAKES NO GUARANTEE OR PROMISE TO CLIENT REGARDING THE OUTCOME OF THIS MATTER.

8. I HAVE READ THE ABOVE ATTORNEY RETAINER AGREEMENT AND UNDERSTAND ITS TERMS FULLY. THERE ARE NO AGREEMENTS, ORAL OR OTHERWISE, BETWEEN CLIENT AND ATTORNEY. BY MY SIGNATURE BELOW, I AGREE TO BE BOUND BY ITS TERMS.

 1/30/17
Jennifer Campney (Date)

Cantrell Legal, PC

By 
John R. Cantrell, Jr., Attorney at Law
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DATED: 2-3-17

CANTRELL LEGAL PC
ATTORNEY RETAINER AGREEMENT

This agreement is made by and between Jennifer Campney, hereby designated as client(s), and Cantrell Legal, PC, designated as attorney. Client(s) hereby retain and employ attorney to represent them in the following matter(s):

Appeal of magistrate summary judgment to Common Pleas court

This agreement is in respect to the above matter only. All other matters are separate and apart from this agreement including any subsequent or related appeal or defense on appeal.

1. Client empowers attorney to take all legal actions and provide all legal services deemed necessary and advisable by attorney in this matter. Said attorney may associate other counsel as he deems necessary unless otherwise agreed.

2. Attorney may, in his absolute discretion, withdraw from representing client in this matter at any time upon written notice to client. Client agrees to sign a substitution form if required.

3. **FEES.** It is agreed that the fee in this matter shall be computed as follows:

CLIENT SHALL PAY A NON-REFUNDABLE AMOUNT OF \$500.00 TO COVER ATTORNEY'S INITIAL RETAINER. IN ADDITION, CLIENT AGREES TO PAY ATTORNEY BASED ON HIS NORMAL HOURLY RATE OF \$350.00 PER HOUR FOR ALL WORK PERFORMED ON THIS CASE OR 50% OF ANY SETTLEMENT AMOUNT, WHICHEVER IS GREATER. CLIENT UNDERSTANDS AND AGREES THAT ATTORNEY FOLLOWS THE INDUSTRY STANDARD BILLING PRACTICE OF ROUNDING TIME FOR ALL SERVICES RENDERED UP THE NEAREST TENTH OF AN HOUR AND AGREES TO PAY ATTORNEY FEES BASED ON THIS BILLING PRACTICE. ANY NECESSARY TRAVEL TIME WILL BE BILLED AT ATTORNEY'S FULL HOURLY RATE. ATTORNEY'S CLAIM FOR ATTORNEY FEES BEYOND THE INITIAL RETAINER AMOUNT IS CONTINGENT ON THOSE FEES BEING RECOVERED FROM CREDITOR FOR ANY CONSUMER PROTECTION LAW VIOLATION.

4. **Costs.** It is understood that attorney may incur costs and expenses in this matter. Additional costs will be paid by client in addition to any legal fee agreed to herein, upon presentation. A non-exclusive list of extras is as follows: \$150.00 appeal filing fee, \$.25 per copy for any copies, \$25.00 per motion for any motion filed. Additional costs may include postage, subpoenas, photos, depositions, court reporter, witness compensation, investigators, expert witness, etc.

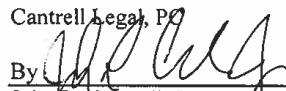
5. Client may terminate attorney at any time by written notice. Attorney shall be entitled to all fees earned and costs incurred to that date in this matter notwithstanding said termination by the client.

6. AN ACCOUNT IS PAST DUE AND SHALL IMMEDIATELY BECOME DUE AND OWING IN FULL WHEN PAYMENT ON AN ACCOUNT IS NOT PAID WITHIN FIFTEEN (15) DAYS OF BILLING. ATTORNEY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND COSTS FOR THE COLLECTION OF ANY ACCOUNT OF CLIENT.

7. CLIENT UNDERSTANDS AND AGREES THAT ATTORNEY MAKES NO GUARANTEE OR PROMISE TO CLIENT REGARDING THE OUTCOME OF THIS MATTER.

8. I HAVE READ THE ABOVE ATTORNEY RETAINER AGREEMENT AND UNDERSTAND ITS TERMS FULLY. THERE ARE NO AGREEMENTS, ORAL OR OTHERWISE, BETWEEN CLIENT AND ATTORNEY. BY MY SIGNATURE BELOW, I AGREE TO BE BOUND BY ITS TERMS.

 6/23/17
Jennifer Campney (Date)

Cantrell Legal, PC
By 
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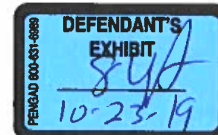
DATED: 7-10-17

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER	)
PORTFOLIO RECOVERY ASSOCIATES, LLC	) CASE NO. 2018-CP-18-00729
ASSIGNEE OF SYNCHRONY	)
BANK/HH GREGG	)
Plaintiff	)
vs.	) PLAINTIFF'S RESPONSE TO
JENNIFER CAMPNEY	) DEFENDANT'S FIRST REQUESTS
Defendant	) TO PLAINTIFF AND THIRD-PARTY
	) DEFENDANT
JENNIFER CAMPNEY	)
Third-party Plaintiff	)
vs.	)
COOLING & WINTER, LLC	)
Third-party Defendant.	)

COMES NOW Plaintiff, by and through counsel, and responds to Defendant's Request for Production of Documents, as set forth in the following manner below:

GENERAL OBJECTIONS

Plaintiff objects to each discovery request proposed by Defendant to the extent that they seek (a) information that is not limited in scope, is over broad, and places a substantial burden upon the Plaintiff because of Defendant's failure to limit the request and on these grounds said request exceeds the permissible scope of discovery under the applicable rules of civil procedure; (b) irrelevant information not reasonably calculated to lead to the discovery of admissible evidence; (c) information that constitutes confidential, proprietary and/or trade secret information; and (d) information protected by the attorney-client privilege, the consulting expert



witness privilege, the attorney work product doctrine, and/or any other applicable privilege or immunity. Plaintiff specifically objects to the Requests to the extent that they seek to require Plaintiff to provide responses for persons or entities other than Plaintiff. Plaintiff provides responses only on its own behalf. Plaintiff reserves the right to supplement its responses.

SPECIFIC OBJECTIONS AND RESPONSES

Interrogatories

1.

Request: Give the names and addresses of persons known to the plaintiff or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

Response: Any employee of Plaintiff may be identified pursuant to SCRCR Rule 30(b)(6) and called to testify regarding the allegations in the Complaint. At this time, counsel is not aware of any statements.

2.

Request: Set forth a list of photographs, plats, sketches or other prepared documents in possession of the plaintiff that relate to the claims or defenses in the case.

Response: See Responses to request for production.

3.

Request: Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

Response: None known at this time.

4.

Request: Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the plaintiff or third-party defendant.

Response: \$4, 236.78 in damages

5.

Request: List the names and addresses of any expert witnesses whom the plaintiff or third-party defendant purposes to use as a witness at the trial of the case.

Response: Plaintiff has not identified any expert witness at this time but reserves the right to do so in the future.

6.

Request: For each person known to the plaintiff, third-party defendant or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

Response: The defendant opened a credit card account with Synchrony Bank/H H Gregg on June 15, 2012. That purchases were made and payments were made on the account. That periodic billing statements were mailed to the defendant pursuant to federal law. The defendant defaulted on the account by failing to make the required payments. The last payment on the account was on October 15, 2014. The account was charged off on May 22, 2015. The account was sold and assigned to the Plaintiff on June 20, 2015.

7.

Request: If you contend that the two different amounts alleged to be due to plaintiff, as are more fully described in paragraph 5 of the Request for Admissions below, are both correct, then please describe with particularity why you believe them to both be correct.

Response: The amount the Plaintiff is seeking to recover is \$4,236.78.

8.

Request: Identify each person who answers these interrogatories and each person who assisted, including attorneys, accountants, employees of third party entities, or any other person consulted, however briefly, on the content of any answer to these interrogatories.

Response: Joseph E. Brown, Attorney of record for Plaintiff. Larry J. Andrews, Custodian of Records for Portfolio Recovery Associates, LLC, assisted, who can be reached through counsel of record.

9.

Request: For each of the above persons please state whether they have personal knowledge regarding the subject credit card account.

Response: The Parties object as the term "personal knowledge" being vague, confusing and can be interpreted in many ways. Without waiving the objection, the person gain personal knowledge by reviewing the business records of the Plaintiff.

10.

Request: Identify which person(s) or entity(ies) was or were responsible for making the decision to file the collection action with the evidence that was available to plaintiff and third-party defendant at the time the case was filed.

Response: Cooling & Winter, LLC and Joseph E. Brown

11.

Request: For each response to the Requests for Admission below that is not an unqualified admission, specify with particularity all reasons why you could not respond to the request for admission with an unqualified admission.

Response: See request for admission.

12.

Request: Itemize all amounts allegedly owed on the subject credit card account separately by total interest claimed, total late fees claimed, total over-the-limit fees claimed, total purchases claimed, total cash advances claimed, and any other fees or charges by total claimed due on each fee or charge.

Response: Plaintiff objects to this request to the extent that it calls for material not in the Plaintiff's possession or in the possession of third parties, who are equally accessible by the defendant. Subject to and without waiving these objections, the Truth in Lending Act only requires that the original creditor retain copies of account documents for a period of 25 months, and the books and records of Plaintiff show the account was opened on June 15, 2012. After a diligent search, the Plaintiff is unable to locate all total interest claimed, total late fees claimed, total over-the-limit fees claimed, total purchases claimed, total cash advances claimed, and any other fees or charges by total claimed due on each fee or charge. Without waiving the objections, billing statements in our possession have been attached.

13.

Request: Itemize all transactions on the credit card account by date, amount, and description, as would be shown on any account statements on the subject account.

Response: Plaintiff objects to this request to the extent that it calls for material not in the Plaintiff's possession or in the possession of third parties, who are equally accessible by the defendant. Subject to and without waiving these objections, the Truth in Lending Act only

requires that the original creditor retain copies of account documents for a period of 25 months, and the books and records of Plaintiff show the account was opened on June 15, 2012. After a diligent a search, the Plaintiff is unable to locate all Itemize all transactions on the credit card account by date, amount, and description, as would be shown on any account statements on the subject account. Without waiving the objections, billing statements in our possession have been attached.

14.

Request: If the oldest account statement that you possess does not show a zero amount for the Previous Balance as listed on that account statement, then state the amount of the Previous Balance on the oldest account statement that you possess and the date of that account statement.

Response: Plaintiff objects to this request to the extent that it calls for material not in the Plaintiff's possession or in the possession of third parties, who are equally accessible by the defendant. Subject to and without waiving these objections, the Truth in Lending Act only requires that the original creditor retain copies of account documents for a period of 25 months, and the books and records of Plaintiff show the account was opened on June 15, 2012. After a diligent a search, the amount of the previous balance is \$4,236.78 on the statement dated April 23, 2015.

15.

Request: If plaintiff or third-party defendant intend to rely upon a Bona Fide Error defense in regards to any of defendant's counterclaims, then identify each Bona Fide Error that plaintiff or third-party defendant claims to have made and identify the employee or contractor for plaintiff or third-party defendant that made the error.

Response: At this time, the Plaintiff and/or third party defendant does not intend to rely on the Bona Fide Error Defense.

16.

Request: Please state whether or not you had in your possession the following documents on this debt when you first contacted the debtor:

1. Name of the original creditor; Yes
2. Date the account was opened; Yes
3. The consumer contract or approved application for credit form with the original creditor: Subject to and without waiving these objections, the Truth in Lending Act only requires that the original creditor retain copies of account documents for a period of 25 months, and the books and records of Plaintiff show the account was opened on June 15, 2012. In addition, there is no requirement that the Defendant sign the account application or agreement. By the defendant's own voluntary action of using the credit card extended, the defendant agreed to be bound by the terms of the account agreement.
4. Final statement of the account issued by the original creditor; yes
5. All of the monthly statements on the account issued by the original creditor to the defendant; Subject to and without waiving these objections, the Truth in Lending Act only requires that the original creditor retain copies of account documents for a period of 25 months, and the books and records of Plaintiff show the account was opened on June 15, 2012. So No.
6. The date the account was charged off by the original creditor; yes
7. The amount owed on the account as of the date of the charge off; Yes
8. The data to compute the amount of any interest chargeable to the account after the charge off date: No interest has been accruing after charge off.

9. Your contract whereby you purchased the account from the original creditor or any assignee thereof: Objection, the contract is irrelevant and proprietary between the original creditor and the Plaintiff.

Response: See above.

17.

Request: Identify all payments made on the credit card account by date, amount, payor's name, and payment method, including the number of any check, credit card, or bank account used to make the payment.

Response: Plaintiff objects to this request to the extent that it calls for material not in the Plaintiff's possession or in the possession of third parties, who are equally accessible by the defendant. Subject to and without waiving these objections, the Truth in Lending Act only requires that the original creditor retain copies of account documents for a period of 25 months, and the books and records of Plaintiff show the account was opened on June 15, 2012.

Defendant is in a better position to recover this information than the Plaintiff.

18.

Request: State the date that you believe that any Account Stated was created between the plaintiff and the defendant and identify the statement of account that was presented to defendant to establish the Account Stated.

Response: Plaintiff objects to this request as it improperly invades into the trial strategy of the Plaintiff attorneys.

19.

Request: State whether you allege that an Account Stated was created between the original creditor and defendant, and then assigned to plaintiff, or whether you allege that an Account Stated was created directly between plaintiff and defendant.

Response: Plaintiff objects to this request as it improperly invades into the trial strategy of the Plaintiff attorneys.

Request for Production

1.

Request: All documents identified in your answers to the above interrogatories.

Response: See attached.

2.

Request: All calendars, diaries, notes, correspondence, or memoranda that refer or relate to any conversation(s) any employee, agent or representative of you may have had with anyone regarding the subject matter of this litigation. If you claim that some of these documents are protected from disclosure by any claimed privilege, then produce a detailed privilege log which identifies these documents, pursuant to the meaning of "identify" as stated in the definition section above.

Response: Plaintiff objects to the extent that this request calls for work product, litigation preparations documents or other privileged attorney-client documents. Plaintiff also objects to the extent the request would require Plaintiff to track each and every document that may at one time have been created and have been even tangentially related to this litigation. Such requests are overly broad, unduly burdensome and they fail to adequately particularize and specific category of information or documents inquired about.

3.

Request: All statements in your possession or in your control, or to which you or your counsel have access, whether transcribed, recorded, or written, signed or otherwise, that were made by parties or witnesses, and that refer to matters concerned in this action.

Response: Plaintiff objects to the extent that this request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Plaintiff reserves the right to supplement this response.

4.

Request: All photographs, videos, plats, sketches, and/or other prepared documents in your possession or in your counsel's possession that relate to any claim asserted in this matter.

Response: Plaintiff objects to the extent that this request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Plaintiff reserves the right to supplement this response.

5.

Request: All tests, evaluations, inspections, analyses, appraisals, investigations, photographs, and/or videos that you or anyone have performed with respect to the allegations in the complaint or in the other pleadings.

Response: Plaintiff objects to the extent that this request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Plaintiff reserves the right to supplement this response. However at this time the Plaintiff is unaware of any such document.

6.

Request: All other documents, correspondence, memoranda, notes, contracts and any other information or things that relate to the Defendant or that you or your counsel relied upon, identified, or referred to in answering the foregoing interrogatories.

Response: Plaintiff objects to the extent that this request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Plaintiff reserves the right to supplement this response.

7.

Request: All correspondence or other written documents, notes, memoranda, and information stored in compute or otherwise that relate in any way to the allegations in plaintiff's complaint or to any of Jennifer Campney's pleadings.

Response: Plaintiff objects to the extent that this request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Plaintiff reserves the right to supplement this response.

8.

Request: Any policy or procedure manuals, or other documents regarding policy or procedure, that have been used or consulted by any employees or contractors of plaintiff or third-party plaintiff from the time that this case was first being prepared to be filed until the present.

Response: In addition to its General Objections, Plaintiff objects because the request is beyond the scope of discovery as it seeks documents that are not relevant and will not lead to the discovery of admissible evidence. Plaintiff further objects to the extent that the request seeks documents subject to the attorney-client privilege. Plaintiff further objects that any "policy or procedure manuals, or other documents regarding policy or procedure" used are highly

confidential, proprietary and trade secret documents which have no relevance to any claim or defense at issue in this lawsuit, and are not reasonably calculated to lead to the discovery of admissible evidence.

9.

Request: Case cites for any decisions in published cases and copies of any unpublished decisions in cases that plaintiff or third-party defendant intend to rely upon at any hearing or trial in this case.

Response: Plaintiff objects to this request as it improperly invades into the trial/hearing strategy of the Plaintiff's attorney. The Plaintiff also objects as the request calls for work product, litigation preparation documents, or other privileged attorney-client documents.

10.

Request: All documents or records which plaintiff intends to rely upon at any hearing or trial in this case.

Response: Plaintiff objects to this request as it improperly invades into the trial/hearing strategy of the Plaintiff's attorney. The Plaintiff also objects as the request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Plaintiff reserves the right to supplement this response.

11.

Request: The most recent resume or curriculum vitae of any witnesses that plaintiff has relied upon or might rely upon for written or oral testimony at any hearing or trial in this case.

Response: Plaintiff objects that the information requested is proprietary and overly broad. That such information is not reasonably calculated to lead to the discovery of admissible evidence.

12.

Request: All documents, specifically identified as such, that plaintiff or third-party defendant intend to rely upon to prove that plaintiff has been assigned the credit card account in question from plaintiff's alleged predecessor in interest.

Response: Plaintiff objects to this request as it improperly invades into the trial/hearing strategy of the Plaintiff's attorney. The Plaintiff also objects as the request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Plaintiff reserves the right to supplement this response.

13.

Request: To the extent that plaintiff or third-party defendant rely upon a Bona Fide Error defense in response to defendant's counterclaims, identify and produce any evidence of any procedures that were reasonably adopted to prevent such errors, including, but not limited to, any manuals or other written evidence of such procedures.

Response: At this time, the Plaintiff and/or third party defendant does not intend to rely on the Bona Fide Error Defense.

14.

Request: Copies of all decisions in unpublished cases, or cites to any decisions in published cases, where the court has either dismissed the case or ruled in favor of that defendant where one of the grounds for that decision was that plaintiff failed to prove assignment of the credit card account to plaintiff.

Response: Plaintiff objects to this request for the reason that the material requested are equally discoverable by the Defendant and Plaintiff cannot be compelled to produce documents to which it does not have a superior right of control. Plaintiff objects to the request on the grounds that the request is overly broad, unduly burdensome and they fail to adequately particularize any specific

category of information or documents. It also is broad and unduly burdensome because it does not specify a reasonable time period.

15.

Request: Copies of all decisions in unpublished cases, or cites to any decisions in published cases, where the court has found that plaintiff claimed two or more different amounts due on the same account, at least one of which amounts was found to be incorrect.

Response: Plaintiff objects to this request for the reason that the material requested are equally discoverable by the Defendant and Plaintiff cannot be compelled to produce documents to which it does not have a superior right of control. Plaintiff objects to the request on the grounds that the request is overly broad, unduly burdensome and they fail to adequately particularize any specific category of information or documents. It also is broad and unduly burdensome because it does not specify a reasonable time period.

16.

Request: Copies of all decisions in unpublished cases, or cites to any decisions in published cases, where the court has found that plaintiff failed to establish an Account Stated.

Response: Plaintiff objects to this request for the reason that the material requested are equally discoverable by the Defendant and Plaintiff cannot be compelled to produce documents to which it does not have a superior right of control. Plaintiff objects to the request on the grounds that the request is overly broad, unduly burdensome and they fail to adequately particularize any specific category of information or documents. It also is broad and unduly burdensome because it does not specify a reasonable time period.

17.

Request: Produce all changes to the original credit card interest rate by date and rate as of that date including any universal default rates, promotional rates, or separate cash advance or balances transfer rates.

Response: Plaintiff objects to this request to the extent that it calls for material not in the Plaintiff's possession or in the possession of third parties, who are equally accessible by the defendant. Subject to and without waiving these objections, the Truth in Lending Act only requires that the original creditor retain copies of account documents for a period of 25 months, and the books and records of Plaintiff show the account was opened on June 15, 2012. After a diligent a search, the Plaintiff is unable to locate interest rate by date and rate as of that date including any universal default rates, promotional rates, or separate cash advance or balances transfer rates. Without waiving the objections, billing statements in our possession have been attached.

18.

Request: Produce copies of all credit card charge slips signed by the defendant for any purchases using the credit card.

Response: There are no documents currently available that meet this request. Plaintiff is not one of the two parties that would receive the original transaction receipts. Defendant and the merchant are the only parties that receive and maintain the original transaction receipts. Only the data pertaining to the sale is transmitted electronically, which is reflected in the monthly account billing statements.

19.

Request: Produce copies of all written warranties and representations provided by Seller to plaintiff with respect to the subject credit card account.

Response: Plaintiff objects to the request to the extent it seeks documents or information that is confidential, proprietary, and /or contains or constitutes trade secret information. Plaintiff also objects to the request is confusing, broad, vague, ambiguous, unlimited in time and scope and contains numerous undefined terms.

20.

Request: Produce any collection notes or records in your system of record or any collateral system that documents contacts with the defendant in this case.

Response: Plaintiff objects to the extent the request would require Plaintiff to track each and every document that may at one time have been created and have been even tangentially related to this litigation. Such requests are overly broad, unduly burdensome and they fail to adequately particularize and specific category of information or documents inquired about. Subject to said objection, without waiving the same, Defendant should have possession of the communications sent by the Plaintiff to the Defendant.

21.

Request: Produce all documents, records, policies, protocols that you have adopted for compliance with any state or federal consumer protection statutes.

Response: Plaintiff objects to the extent that this request calls for work product, litigation preparations documents or other privileged attorney-client documents. Such requests are overly broad, unduly burdensome and they fail to adequately particularize and specific category of information or documents inquired about. Plaintiff further states that the request seeks highly

confidential, proprietary and trade secret information which have absolutely no relevance to any claim or defense at issue in this lawsuit, and are not reasonably calculated to lead to the discovery of admissible evidence.

22.

Request: Produce any consent orders or agreements that you have entered into with any state or federal agency within the past 60 months regarding the enforcement of any consumer protection statutes, rules or regulations.

Response: Plaintiff objects to this request for the reason that the material requested are equally discoverable by the Defendant and Plaintiff cannot be compelled to produce documents to which it does not have a superior right of control. Plaintiff objects to the request on the grounds that the request is overly broad, unduly burdensome and they fail to adequately particularize any specific category of information or documents.

23.

Request: Produce all internal audits of your consumer collection rules and procedures produced at any time within the past 60 months.

Response: Such requests are overly broad, unduly burdensome and they fail to adequately particularize and specific category of information or documents inquired about. Plaintiff also objects because the request is beyond the scope of discovery as it seeks documents that are not relevant and will not lead to the discovery of admissible evidence. Plaintiff further states that the request seeks highly confidential, proprietary and trade secret information which have absolutely no relevance to any claim or defense at issue in this lawsuit, and are not reasonably calculated to lead to the discovery of admissible evidence.

24.

Request: All documents or authorities, specifically identified as such, upon which rely for the proposition that an Account Stated can be established in South Carolina by payment from the defendant to you.

Response: Plaintiff objects to this request as it improperly invades into the trial/hearing strategy of the Plaintiff's attorney. The Plaintiff also objects as the request calls for work product, litigation preparation documents, or other privileged attorney-client documents.

Request for Admissions

1.

Request: Admit that defendant is a "consumer" and that this credit transaction is a "consumer credit transaction" within the meaning of S.C. Code Sec. 37-1-201.

Response: Admit

2.

Request: Admit that defendant is a "consumer" within the meaning of 15 U.S.C. Sec. 1692a(3) in that she is a natural person allegedly obligated to pay a debt.

Response: Plaintiff objects to the extent that the request seeks a legal conclusion. Plaintiff further objects because it cannot respond to a request for admission that seeks an admission regarding the acts or status of a third party. Accordingly and subject to and without waiving its objection, Plaintiff denies the request.

3.

Request: Admit that the credit card account at issue in this case is a "debt" as defined at 15 U.S.C. Sec. 1692a(5).

Response: Plaintiff objects to the extent that the request seeks a legal conclusion. Accordingly and subject to and without waiving its objection, Plaintiff denies the request.

4.

Request: Admit that both plaintiff and third-party defendant are “debt collectors” as defined at 15 U.S.C. Sec. 1692a(6).

Response: Plaintiff objects to the extent that the request seeks a legal conclusion. Plaintiff further objects because it cannot respond to a request for admission that seeks an admission regarding the acts or status of a third party. Accordingly and subject to and without waiving its objection, Plaintiff denies the request.

5.

Request: Admit that plaintiff alleged, in paragraph 4 of the Complaint, that defendant owed plaintiff \$4,236.78, but alleged that defendant owed plaintiff \$4,274.78 in the Affidavit of Sale signed by Lucella Hoberg on April 27, 2017, which Affidavit was attached as Exhibit A to plaintiff’s Response to Defendant’s Motion for Summary Judgment, which was filed with the court on February 20, 2018.

Response: Admit in so far as the amount sued for and demanded is \$4,236.78 and the affidavit filed with the Plaintiff’s response to the defendant’s Motion for summary judgment was for the purpose of establishing the account that was assigned and not for a demand for payment of \$4,274.78.

6.

Request: Admit that at least one of the two different amounts alleged as owed by defendant to plaintiff in the documents indicated above in paragraph 5 of these Requests for Admission was false.

Response: Deny, the amount sued for and demanded is \$4,236.78 and the affidavit filed with the Plaintiff’s response to the defendant’s Motion for summary judgment was for the purpose of establishing the account that was assigned and not for a demand for payment of \$4,274.78.

7.

Request: Admit that the statement attached as Exhibit 2 to plaintiff's Complaint does not show that defendant's credit card account was charged off.

Response: Plaintiff objects to the extent that the request seeks a legal conclusion. The Defendant/third party Plaintiff has failed to define the term "charge off". The request employs imprecise specifications of the information sought. Subject to and without waiving the foregoing objections, the plaintiff and third party defendant denies the request.

8.

Request: Admit that Mr. Joseph E. Brown ("Mr. Brown"), who signed the Affidavit and Itemization of Accounts form attached to plaintiff's Complaint, lacks personal knowledge as to whether the amount alleged due to plaintiff is correct or not.

Response: Deny

9.

Request: Admit that all of Mr. Brown's knowledge about any amounts alleged to be due to plaintiff comes from documents maintained in the files of either plaintiff or its alleged assignor, which knowledge Mr. Brown obtained by reading those documents.

Response: Admit

10.

Request: Admit that the amount of \$4,236.78 shown as "Principal" in the Affidavit and Itemization of Accounts form signed by Mr. Brown, includes amounts alleged to be due for items other than only any principal amount allegedly owed on the credit card account, including charges for items such as interest and late fees.

Response: Plaintiff objects as to the asserted and undefined terms contained in the request.

Notwithstanding the state objection and subject thereto, Plaintiff admits pursuant to the finance

charges incurred are added to the standard purchase balance on the account for each monthly billing cycle. Plaintiff refers defendant to the billing statements which provide the current interest rate and notice of late fees.

11.

Request: Admit that plaintiff, by its counsel third-party defendant, as part of its normal business operations in South Carolina, files collection lawsuits against persons other than defendant in attempts to collect debts that plaintiff and third-party defendant alleges are owed to plaintiff.

Response: Admit

12.

Request: Admit that the Complaint which was filed by plaintiff against defendant in regards to this account was filed intentionally by plaintiff, and was not filed unintentionally or by mistake.

Response: Admit.

13.

Request: Admit that the Complaint filed against the defendant in this case is substantially similar to complaints that plaintiff, by its counsel third-party defendant, has filed against other South Carolina residents.

Response: Objection, each file is reviewed for certain documents and depending on the documents that are attached will determine what type of complaint is filed. Subject to and without waiving the objection, the request is denied.

14.

Request: Admits that the Bill of Sale attached to plaintiff's Complaint filed in this case does not specifically identify defendant's credit card account by name or account number as being sold to plaintiff by the alleged Seller.

Response: Deny. Subject to the following qualifications: The Plaintiff relies upon the totality of the exhibits to establish the account which was assigned.

15.

Request: Admit that plaintiff, in collection complaints filed against South Carolina residents by its counsel third-party defendant, as part of its normal procedure, attached as exhibits to its complaints a bill of sale that does not specifically identify the credit card account by name or account number as being sold to plaintiff by the alleged Seller.

Response: Deny. Subject to the following qualifications: The Plaintiff relies upon the totality of the exhibits to establish the account which was assigned.

16.

Request: Admit that third-party defendant is aware, when filing collection case on behalf of plaintiff against South Carolina residents, that plaintiff does not normally provide a bill of sale that specifically identifies the credit card account by name or account number as being sold to plaintiff by the alleged Seller.

Response: Deny. Subject to the following qualifications: The Plaintiff relies upon the totality of the exhibits to establish the account which was assigned.

17.

Request: Admit that both plaintiff and third-party defendant were aware, before the Complaint was filed in this case, that some courts in South Carolina have ruled against plaintiff, by either dismissing collection cases or entering judgment for the defendants involved in those cases, based on the fact that plaintiff has been unable to prove to the court's satisfaction that the credit card account in questions has been assigned to plaintiff.

Response: Deny

18.

Request: Admit that this case is not the first time that plaintiff, by its counsel third-party defendant, has filed a case alleging two different amounts being due in the same case on the same account.

Response: Deny

19.

Request: Admit that the "Agreement" referenced in the Bill of Sale attached to Plaintiff's Complaint requires Buyer to comply with the Fair Debt Collection Practices Act, 15 USC Section 1692, et seq.

Response: Objection to the request to the extent it seeks documents or information that is confidential, proprietary, and/or contains or constitutes trade secret information and/or confidential information. Subject to and without waiving the objection, the request is denied.

20.

Request: Admit that all of the credit card accounts that were sold by the "Agreement" referenced in the Bill of Sale attached to the Complaint, including the subject account, were sold by the Seller to the plaintiff without any representations or warranties as to the accuracy of the data for any single account including the subject account.

Response: Objection to the request to the extent it seeks documents or information that is confidential, proprietary, and/or contains or constitutes trade secret information and/or confidential information. Subject to and without waiving the objection, the request is denied.

This ____ day of MAR 15 2019, 2019.

COOLING & WINTER

By: 

Joseph E. Brown, SC Bar #9085
S. Louis Schiappa, SC Bar #102134
220 North Main Street, Suite 500
Greenville, SC 29601
Tel: (800) 291-5144

C0399629

October 7, 2015

Portfolio Recovery Associates, LLC

PRALL 1-1007-649103084-01074-1074



Account/Reference No.: 1873

SELLER: SYNCHRONY BANK

MERCHANT: H H GREGG

ORIGINAL CREDITOR: SYNCHRONY BANK

Creditor to Whom Debt is Owed: Portfolio Recovery Associates, LLC.

Balance: \$4,274.78

Account Transferred to Litigation Department

Your account has been transferred to the Litigation Department. At this time, no attorney within the Litigation Department has personally reviewed the particular circumstances of your account.

Portfolio Recovery Associates wants to help you resolve this account and avoid potential legal action!

Your account qualifies for our settlement program. Here are three options for you to choose from:

Single Payment Settlement	6 Month Payment Plan	12 Month Payment Plan
• Save \$1,282.43 off the balance	• Save \$1,068.68 off the balance	• Save \$854.90 off the balance
• Pay \$2,992.35	• Pay \$534.35 per month for the next 6 months	• Pay \$284.99 per month for the next 12 months

If the principal amount written-off is equal or greater than \$600.00, we may be required by the Internal Revenue Code to report this amount and issue a form 1099-C. If you have any questions regarding your personal taxes, it is recommended that you consult with a certified public accountant or other tax professional.

Your first payment must be received in our office no later than 11/06/2015. Your account will be considered "Settled in Full" once we post your final payment.

Benefits of settling this account by one of the plans as described above:

- Your debt on this account will be resolved
- All collection activities on this account will cease
- You will avoid potential legal action
- If our company is reporting this account to the three major credit reporting agencies, we will request that our company's trade line be updated to reflect that this account is now settled.

However, if you do not resolve this account and legal action is taken against you, a judgment may ultimately be obtained and our local attorney may take any action that is legally available in your state to collect this debt to enforce any such judgment against you as permitted by state law.

Please contact our office no later than 11/06/2015 by calling during our business hours to discuss how we can work together to resolve this account. We reserve the right to withdraw or modify this offer at a later date if no payments or payment arrangements are made by 11/06/2015.

Various Payment Options Available Including:

Call: ☎	Mail: ✉
Call Toll-Free at 1-866-428-8102 to: • Discuss payment arrangements • Authorize automatic withdrawals from your bank account • Complete a debit card payment	• Complete the attached coupon • Make all checks and payments to: PORTFOLIO RECOVERY ASSOCIATES, LLC. P.O. Box 12903 Norfolk VA 23541

Business Hours: 8 AM to 11 PM M W Th; 8 AM to 9 PM Tu F, 8AM to 5PM Sat., 12PM to 6PM Sun. (EST)

We are not obligated to renew this offer.

**This communication is from a debt collector and is an attempt to collect a debt.
Any information obtained will be used for that purpose.**

Notice: See Reverse Side for Important Information

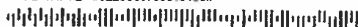
*** PLEASE DETACH AND RETURN IN THE ENCLOSED ENVELOPE WITH YOUR PAYMENT ***

DEPT 822 9050709815105
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED

#BWNFTZF #9229050709815105#



JENNIFER CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9027



Account/ Reference Number:
1873

Payment Amount: _____

Make check payable to PRA.

LL1
PORTFOLIO RECOVERY ASSOCIATES LLC.
P.O. Box 12903
Norfolk VA 23541

MAKE ALL CHECKS PAYABLE TO: Portfolio Recovery Associates, LLC

SEND ALL PAYMENTS TO: Portfolio Recovery Associates, LLC, P.O. Box 12903, Norfolk, VA 23541

COMPANY ADDRESS: Portfolio Recovery Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

DISPUTES CORRESPONDENCE ADDRESS: Portfolio Recovery Associates, LLC, Disputes Department, 140 Corporate Boulevard, Norfolk, VA 23502

DISPUTES DEPARTMENT E-MAIL ADDRESS: PRA_Disputes@portfoliorecovery.com

QUALITY SERVICE SPECIALISTS AVAILABLE Mon. - Fri. 8 AM to 5 PM (EST)

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at (866) 925-7109 or by e-mail at qualityservice@portfoliorecovery.com.

PRIVACY NOTICE: We collect certain personal information about you from the following sources: (a) information we received from you; (b) information about your transactions with our affiliates, others, or us; (c) information we receive from consumer reporting agencies. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic information about you to those employees and entities that need to know that information in order to collect your account. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NOTICE: We are required under state law to notify consumers of the following rights. This list does not include a complete list of rights consumers have under state and federal laws:

COLORADO: Office located at 4600 South Syracuse Street, Suite 938, Denver, CO 80237. Telephone 1-866-508-4751.

MAINE: Telephone number at licensed location is (800) 772-1413. Hours of operation at licensed location are 8 AM to 11 PM M W Th; 8 AM to 9 PM Tu F, 8AM to 5PM Sat., 12PM to 6PM Sun. (EST).

MASSACHUSETTS: Office located 49 Winter St., Weymouth, MA 02188. Telephone (800) 772-1413. Hours of operation are 9 AM to 6 PM EST Monday through Thursday. **NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.**

NEW YORK CITY: City of New York License Numbers 1096994, 1394695, 1394697, 1394696, 1394698, 1394700, 1394699, 1394694.

NORTH CAROLINA: Collection Agency Permit No. 4132.

TENNESSEE: This collection agency is licensed by the Tennessee Collection Service Board of the Department of Commerce and Insurance. (#00000770)

November 24, 2015

Account Number: 1873

SELLER: SYNCHRONY BANK

MERCHANT: H H GREGG

ORIGINAL CREDITOR: SYNCHRONY BANK

Creditor to Whom Debt is Owed: Portfolio Recovery Associates, LLC.

PRALL3-1123-606282202-0451-461



Balance: \$4,274.78

Second Notice: Account Transferred to Litigation Department

At this time, no attorney within the Litigation Department has personally reviewed the particular circumstances of your account. We want to help! Please set up payment arrangements with our friendly representatives today.

This account can be settled for \$3,419.82 if funds are received in our office by 12/21/2015.

If the principal amount written-off is equal or greater than \$600.00, we may be required by the Internal Revenue Code to report this amount and issue a form 1099-C. If you have any questions regarding your personal taxes, it is recommended that you consult with a certified public accountant or other tax professional.

Benefits of settling this account by this date:

- Your debt on this account will be resolved
- All collection activities on this account will cease
- If our company is reporting this account to the three major credit reporting agencies, we will request that our company's trade line be updated to reflect that this account is now settled.

Please contact our office no later than 12/21/2015 by calling during our business hours to discuss how we can work together to resolve this account. We reserve the right to withdraw or modify this offer at a later date if no payments or payment arrangements are made by 12/21/2015.

Various Payment Options Available Including:

Call: ☎	Mail: ✉
Call Toll-Free at 1-866-426-8102 to:	
• Discuss payment arrangements • Authorize automatic withdrawals from your bank account • Complete a debit card payment	• Complete the attached coupon • Make all checks and payments to: PORTFOLIO RECOVERY ASSOCIATES, LLC. P.O. Box 12903 Norfolk VA 23541

Business Hours: 8AM-11PM Mon. Wed. Thu.; 8AM- 9PM Tue. Fri.; 8AM to 5PM Sat., 12PM to 6PM Sun. (EST)

We are not obligated to renew this offer.

**This communication is from a debt collector and is an attempt to collect a debt.
Any information obtained will be used for that purpose.**

Notice: See Reverse Side for Important Information

✂-----** PLEASE DETACH AND RETURN IN THE ENCLOSED ENVELOPE WITH YOUR PAYMENT**-----✂

DEPT 922 4163113215112
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED

#BWNFTZF #9224163113215112#



JENNIFER CAMPNEY
4976 WESCOTT BLVD APT 934
SUMMERVILLE SC 29485-9027



Account Number:
1873

Payment Amount: _____

Make all checks payable to Portfolio Recovery Associates, LLC

LL2
PORTFOLIO RECOVERY ASSOCIATES LLC.
P.O. Box 12903
Norfolk VA 23541

MAKE ALL CHECKS PAYABLE TO: Portfolio Recovery Associates, LLC
SEND ALL PAYMENTS TO: Portfolio Recovery Associates, LLC, P.O. Box 12903, Norfolk, VA 23541

COMPANY ADDRESS: Portfolio Recovery Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

DISPUTES CORRESPONDENCE ADDRESS: Portfolio Recovery Associates, LLC, Disputes Department, 140 Corporate Boulevard, Norfolk, VA 23502
DISPUTES DEPARTMENT E-MAIL ADDRESS: PRA_Disputes@portfoliorecovery.com

QUALITY SERVICE SPECIALISTS AVAILABLE Mon. - Fri. 8 AM to 5 PM (EST)

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at (866) 925-7109 or by e-mail at qualityservice@portfoliorecovery.com.

PRIVACY NOTICE: We collect certain personal information about you from the following sources: (a) information we received from you; (b) information about your transactions with our affiliates, others, or us; (c) information we receive from consumer reporting agencies. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic information about you to those employees and entities that need to know that information in order to collect your account. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NOTICE: We are required under state law to notify consumers of the following rights. This list does not include a complete list of rights consumers have under state and federal laws:

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TENNESSEE: This collection agency is licensed by the Tennessee Collection Service Board of the Department of Commerce and Insurance. (#00000770)

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

PORTFOLIO RECOVERY ASSOCIATES, LLC
ASSIGNEE OF SYNCHRONY
BANK/HH GREGG

Plaintiff

vs.

JENNIFER CAMPNEY

Defendant

JENNIFER CAMPNEY

Third-party Plaintiff

vs.

COOLING & WINTER, LLC

Third-party Defendant.

) IN THE COURT OF COMMON PLEAS

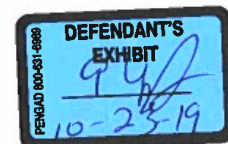
) CASE NO. 2018-CP-18-00729

) PLAINTIFF'S RESPONSE TO
) DEFENDANT'S FIRST REQUESTS
) TO PLAINTIFF AND THIRD-PARTY
) DEFENDANT

COMES NOW third party defendant, by and through counsel, and responds to Third
Party Plaintiff's Request for Production of Documents, as set forth in the following manner
below:

GENERAL OBJECTIONS

Third Party Defendant objects to each discovery request proposed by Third party Plaintiff
to the extent that they seek (a) information that is not limited in scope, is over broad, and places a
substantial burden upon the third party defendant because of third party plaintiff's failure to limit
the request and on these grounds said request exceeds the permissible scope of discovery under
Page 1 of 28



the applicable rules of civil procedure; (b) irrelevant information not reasonably calculated to lead to the discovery of admissible evidence; (c) information that constitutes confidential, proprietary and/or trade secret information; and (d) information protected by the attorney-client privilege, the consulting expert witness privilege, the attorney work product doctrine, and/or any other applicable privilege or immunity. Third party defendant specifically objects to the Requests to the extent that they seek to require Third party Defendant to provide responses for persons or entities other than Third Party Defendant. Third Party Defendant provides responses only on its own behalf. Third Party Defendant reserves the right to supplement its responses.

SPECIFIC OBJECTIONS AND RESPONSES

Interrogatories

1.

Request: Give the names and addresses of persons known to the plaintiff or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

Response: Any employee of Third Party Defendant may be identified pursuant to SCRCF Rule 30(b)(6) and called to testify regarding the allegations in the Complaint. At this time, counsel is not aware of any statements.

2.

Request: Set forth a list of photographs, plats, sketches or other prepared

documents in possession of the plaintiff that relate to the claims or defenses in the case.

Response: See Responses to request for production.

3.

Request: Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

Response: Third Party Defendant objects to this request on the basis of relevance.

4.

Request: Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the plaintiff or third-party defendant.

Response: Third Party Defendant is not seeking damages from Third Party Plaintiff.

5.

Request: List the names and addresses of any expert witnesses whom the plaintiff or third-party defendant purposes to use as a witness at the trial of the case.

Response: Third Party Defendant has not identified any expert witness at this time but reserves the right to do so in the future.

6.

Request: For each person known to the plaintiff, third-party defendant or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any

Page 3 of 28

written or recorded statements taken from such witnesses.

Response: Third party Defendant has not yet determined what witnesses will be called in this matter and will supplement these responses once witnesses are identified.

7.

Request: If you contend that the two different amounts alleged to be due to plaintiff, as are more fully described in paragraph 5 of the Request for Admissions below, are both correct, then please describe with particularity why you believe them to both be correct.

Response: Third Party Defendant objects to this request to the extent that it seeks a legal conclusion regarding the definition of "correct." The amount the Plaintiff is seeking to recover is \$4,236.78.

8.

Request: Identify each person who answers these interrogatories and each person who assisted, including attorneys, accountants, employees of third party entities, or any other person consulted, however briefly, on the content of any answer to these interrogatories.

Response: Third Party Defendant objects to this request to the extent that it seeks attorney work product and privileged information. Third Party Defendant shall provide a verification hereto. Subject to the foregoing objection, Joseph E. Brown, Attorney of record for Plaintiff assisted in the preparation of these responses and Third Party Defendant can be reached through counsel of record.

9.

Request: For each of the above persons please state whether they have personal knowledge

Page 4 of 28

regarding the subject credit card account.

Response: Third Party Defendant does not have personal knowledge of the Defendant's debt, rather, any knowledge of the debt has been obtained through review of business records.

10.

Request: Identify which person(s) or entity(ies) was or were responsible for making the decision to file the collection action with the evidence that was available to plaintiff and third-party defendant at the time the case was filed.

Response: Third Party Defendant objects to this request to the extent that it seeks privileged attorney work product information.

11.

Request: For each response to the Requests for Admission below that is not an unqualified admission, specify with particularity all reasons why you could not respond to the request for admission with an unqualified admission.

Response: See request for admission.

12.

Request: Itemize all amounts allegedly owed on the subject credit card account separately by total interest claimed, total late fees claimed, total over-the-limit fees claimed, total purchases claimed, total cash advances claimed, and any other fees or charges by total claimed due on each fee or charge.

Page 5 of 28

Response: Third Party Defendant objects to this request to the extent that it calls for material not in the Third Party Defendant's possession or in the possession of third parties, which are equally accessible by the defendant. Without waiving the objections, billing statements in Third Party Defendant's possession have been attached.

13.

Request: Itemize all transactions on the credit card account by date, amount, and description, as would be shown on any account statements on the subject account.

Response: Third Party Defendant objects to this request to the extent that it calls for material not in the Third Party Defendant's possession or in the possession of third parties, which are equally accessible by the defendant. Without waiving the objections, billing statements in Third Party Defendant's possession have been attached.

14.

Request: If the oldest account statement that you possess does not show a zero amount for the Previous Balance as listed on that account statement, then state the amount of the Previous Balance on the oldest account statement that you possess and the date of that account statement.

Response: Third Party Defendant objects to this request to the extent that it calls for material not in the Third Party Defendant's possession or in the possession of third parties, which are equally accessible by the defendant. Without waiving the objections, billing statements in Third Party Defendant's possession have been attached.

15.

Request: If plaintiff or third-party defendant intend to rely upon a Bona Fide Error defense in regards to any of defendant's counterclaims, then identify each Bona Fide Error that plaintiff or third-party defendant claims to have made and identify the employee or contractor for plaintiff or third-party defendant that made the error.

Response: At this time, the Plaintiff and/or third party defendant does not intend to rely on the Bona Fide Error Defense.

16.

Request: Please state whether or not you had in your possession the following documents on this debt when you first contacted the debtor:

1. Name of the original creditor;
2. Date the account was opened;
3. The consumer contract or approved application for credit form with the original creditor;
4. Final statement of the account issued by the original creditor;
5. All of the monthly statements on the account issued by the original creditor to the defendant;
6. The date the account was charged off by the original creditor;
7. The amount owed on the account as of the date of the charge off;
8. The data to compute the amount of any interest chargeable to the account after the charge off date;
9. Your contract whereby you purchased the account from the original creditor or

any assignee thereof:

Response: Third Party Defendant objects to each these requests to the extent that it seeks information that is not relevant and seeks privileged attorney work product.

17.

Request: Identify all payments made on the credit card account by date, amount, payor's name, and payment method, including the number of any check, credit card, or bank account used to make the payment.

Response: Third Party Defendant objects to this request to the extent that it calls for material not in the Third Party Defendant's possession or in the possession of third parties, which are equally accessible by the defendant. Without waiving the objections, billing statements in Third Party Defendant's possession have been attached.

18.

Request: State the date that you believe that any Account Stated was created between the plaintiff and the defendant and identify the statement of account that was presented to defendant to establish the Account Stated.

Response: Third Party Defendant objects to this request as it improperly invades into the trial strategy of the Third Party Defendant attorneys and seeks a legal conclusion.

19.

Request: State whether you allege that an Account Stated was created between the

Page 8 of 28

original creditor and defendant, and then assigned to plaintiff, or whether you allege that an Account Stated was created directly between plaintiff and defendant.

Response: Third Party Defendant objects to this request as it improperly invades into the trial strategy of the Third Party Defendant attorneys and seeks a legal conclusion.

Request for Production

1.

Request: All documents identified in your answers to the above interrogatories.

Response: See attached.

2.

Request: All calendars, diaries, notes, correspondence, or memoranda that refer or relate to any conversation(s) any employee, agent or representative of you may have had with anyone regarding the subject matter of this litigation. If you claim that some of these documents are protected from disclosure by any claimed privilege, then produce a detailed privilege log which identifies these documents, pursuant to the meaning of "identify" as stated in the definition section above.

Response: Third Party Defendant objects to the extent that this request calls for work product, litigation preparations documents or other privileged attorney-client documents. Third Party Defendant also objects to the extent the request would require Third Party Defendant to track each and every document that may at one time have been created and have been even tangentially related to this litigation. Such requests are overly broad, unduly burdensome and they fail to adequately particularize and specific category of information or documents inquired about.

3.

Request: All statements in your possession or in your control, or to which you or your counsel have access, whether transcribed, recorded, or written, signed or otherwise, that were made by parties or witnesses, and that refer to matters concerned in this action.

Response: Third Party Defendant objects to the extent that this request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Third Party Defendant reserves the right to supplement this response.

4.

Request: All photographs, videos, plats, sketches, and/or other prepared documents in your possession or in your counsel's possession that relate to any claim asserted in this matter.

Response: Third Party Defendant objects to the extent that this request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Third Party Defendant reserves the right to supplement this response.

5.

Request: All tests, evaluations, inspections, analyses, appraisals, investigations, photographs, and/or videos that you or anyone have performed with respect to the allegations in the complaint or in the other pleadings.

Response: Third Party Defendant objects to the extent that this request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Third Party Defendant reserves the right to supplement this response. However at this time the

Page 10 of 28

Third Party Defendant is unaware of any such document.

6.

Request: All other documents, correspondence, memoranda, notes, contracts and any other information or things that relate to the Defendant or that you or your counsel relied upon, identified, or referred to in answering the foregoing interrogatories.

Response: Third Party Defendant objects to the extent that this request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Third Party Defendant reserves the right to supplement this response.

7.

Request: All correspondence or other written documents, notes, memoranda, and information stored in compute or otherwise that relate in any way to the allegations in plaintiff's complaint or to any of Jennifer Campney's pleadings.

Response: Third Party Defendant objects to the extent that this request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Third Party Defendant reserves the right to supplement this response.

8.

Request: Any policy or procedure manuals, or other documents regarding policy or procedure, that have been used or consulted by any employees or contractors of plaintiff or third-party plaintiff from the time that this case was first being prepared to be filed until the present.

Response: In addition to its General Objections, Third Party Defendant objects because the request is beyond the scope of discovery as it seeks documents that are not relevant and will not lead to the discovery of admissible evidence. Third Party Defendant further objects to the extent that the request seeks documents subject to the attorney-client privilege. Third Party Defendant further objects that any "policy or procedure manuals, or other documents regarding policy or procedure" used are highly confidential, proprietary and trade secret documents which have no relevance to any claim or defense at issue in this lawsuit, and are not reasonably calculated to lead to the discovery of admissible evidence.

9.

Request: Case cites for any decisions in published cases and copies of any unpublished decisions in cases that plaintiff or third-party defendant intend to rely upon at any hearing or trial in this case.

Response: Third Party Defendant objects to this request as it improperly invades into the trial/hearing strategy of the Third Party Defendant's attorney. The Third Party Defendant also objects as the request calls for work product, litigation preparation documents, or other privileged attorney-client documents.

10.

Request: All documents or records which plaintiff intends to rely upon at any hearing or trial in this case.

Response: Third Party Defendant objects to this request as it improperly invades into the trial/hearing strategy of the Third Party Defendant's attorney. The Third Party Defendant also objects as the request calls for work product, litigation preparation documents, or other
Page 12 of 28

privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Third Party Defendant reserves the right to supplement this response.

11.

Request: The most recent resume or curriculum vitae of any witnesses that plaintiff has relied upon or might rely upon for written or oral testimony at any hearing or trial in this case.

Response: Third Party Defendant objects that the information requested is proprietary and overly broad. That such information is not reasonably calculated to lead to the discovery of admissible evidence.

12.

Request: All documents, specifically identified as such, that plaintiff or third-party defendant intend to rely upon to prove that plaintiff has been assigned the credit card account in question from plaintiff's alleged predecessor in interest.

Response: Third Party Defendant objects to this request as it improperly invades into the trial/hearing strategy of the Third Party Defendant's attorney. The Third Party Defendant also objects as the request calls for work product, litigation preparation documents, or other privileged attorney-client documents. Subject to and without waiving these objections, see response for production #1. Third Party Defendant reserves the right to supplement this response.

13.

Request: To the extent that plaintiff or third-party defendant rely upon a Bona Fide Error defense in response to defendant's counterclaims, identify and produce any evidence

of any procedures that were reasonably adopted to prevent such errors, including, but not limited to, any manuals or other written evidence of such procedures.

Response: At this time, the Third Party Defendant does not intend to rely on the Bona Fide Error Defense.

14.

Request: Copies of all decisions in unpublished cases, or cites to any decisions in published cases, where the court has either dismissed the case or ruled in favor of that defendant where one of the grounds for that decision was that plaintiff failed to prove assignment of the credit card account to plaintiff.

Response: Third Party Defendant objects to this request for the reason that the material requested are equally discoverable by the third party Plaintiff and Third Party Defendant cannot be compelled to produce documents to which it does not have a superior right of control. Third Party Defendant objects to the request on the grounds that the request is overly broad, unduly burdensome and they fail to adequately particularize any specific category of information or documents. It also is broad and unduly burdensome because it does not specify a reasonable time period.

15.

Request: Copies of all decisions in unpublished cases, or cites to any decisions in published cases, where the court has found that plaintiff claimed two or more different amounts due on the same account, at least one of which amounts was found to be incorrect.

Response: Third Party Defendant objects to this request for the reason that the material requested

are equally discoverable by the third party Plaintiff and Third Party Defendant cannot be compelled to produce documents to which it does not have a superior right of control. Third Party Defendant objects to the request on the grounds that the request is overly broad, unduly burdensome and they fail to adequately particularize any specific category of information or documents. It also is broad and unduly burdensome because it does not specify a reasonable time period.

16.

Request: Copies of all decisions in unpublished cases, or cites to any decisions in published cases, where the court has found that plaintiff failed to establish an Account Stated.

Response: Third Party Defendant objects to this request for the reason that the material requested are equally discoverable by the third party Plaintiff and Third Party Defendant cannot be compelled to produce documents to which it does not have a superior right of control. Third Party Defendant objects to the request on the grounds that the request is overly broad, unduly burdensome and they fail to adequately particularize any specific category of information or documents. It also is broad and unduly burdensome because it does not specify a reasonable time period.

17.

Request: Produce all changes to the original credit card interest rate by date and rate as of that date including any universal default rates, promotional rates, or separate cash advance or balances transfer rates.

Response: Third Party Defendant objects to this request to the extent that it calls for material not in the Third Party Defendant's possession or in the possession of third

parties, who are equally accessible by the third party Plaintiff. Subject to and without waiving these objections, the Truth in Lending Act only requires that the original creditor retain copies of account documents for a period of 25 months, and the books and records of Third Party Defendant show the account was opened on June 15, 2012. After a diligent a search, the Third Party Defendant is unable to locate interest rate by date and rate as of that date including any universal default rates, promotional rates, or separate cash advance or balances transfer rates. Without waiving the objections, billing statements in our possession have been attached.

18.

Request: Produce copies of all credit card charge slips signed by the defendant for any purchases using the credit card.

Response: There are no documents currently available that meet this request. Third Party Defendant is not one of the two parties that would receive the original transaction receipts. Third party Plaintiff and the merchant are the only parties that receive and maintain the original transaction receipts. Only the data pertaining to the sale is transmitted electronically; which is reflected in the monthly account billing statements.

19.

Request: Produce copies of all written warranties and representations provided by Seller to plaintiff with respect to the subject credit card account.

Response: Third Party Defendant objects to the request to the extent it seeks documents or information that is confidential, proprietary, and /or contains or constitutes trade secret information. Third Party Defendant also objects to the request is confusing, broad, vague, ambiguous, unlimited in time and scope and contains numerous undefined terms.

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20.

Request: Produce any collection notes or records in your system of record or any collateral system that documents contacts with the defendant in this case.

Response: Third Party Defendant objects to the extent the request would require Third Party Defendant to track each and every document that may at one time have been created and have been even tangentially related to this litigation. Such requests are overly broad, unduly burdensome and they fail to adequately particularize and specific category of information or documents inquired about. Subject to said objection, without waiving the same, third party Plaintiff should have possession of the communications sent by the Third Party Defendant to the third party Plaintiff. Third Party Defendant objects to the extent that this request calls for work product, litigation preparations documents or other privileged attorney-client documents.

21.

Request: Produce all documents, records, policies, protocols that you have adopted for compliance with any state or federal consumer protection statutes.

Response: Third Party Defendant objects to the extent that this request calls for work product, litigation preparations documents or other privileged attorney-client documents. Such requests are overly broad, unduly burdensome and they fail to adequately particularize and specific category of information or documents inquired about. Third Party Defendant further states that the request seeks highly confidential, proprietary and trade secret information which have absolutely no relevance to any claim or defense at issue in this lawsuit, and are not reasonably

Page 17 of 28

calculated to lead to the discovery of admissible evidence.

22.

Request: Produce any consent orders or agreements that you have entered into with any state or federal agency within the past 60 months regarding the enforcement of any consumer protection statutes, rules or regulations.

Response: Third Party Defendant objects to this request for the reason that the material requested are equally discoverable by the third party Plaintiff and Third Party Defendant cannot be compelled to produce documents to which it does not have a superior right of control. Third Party Defendant objects to the request on the grounds that the request is overly broad, unduly burdensome and they fail to adequately particularize any specific category of information or documents.

23.

Request: Produce all internal audits of your consumer collection rules and procedures produced at any time within the past 60 months.

Response: Such requests are overly broad, unduly burdensome and they fail to adequately particularize and specific category of information or documents inquired about. Third Party Defendant also objects because the request is beyond the scope of discovery as it seeks documents that are not relevant and will not lead to the discovery of admissible evidence. Third Party Defendant further states that the request seeks highly confidential, proprietary and trade secret information which have absolutely no relevance to any claim or defense at issue in this lawsuit, and are not reasonably calculated to lead to the discovery of admissible evidence.

24.

Request: All documents or authorities, specifically identified as such, upon which rely for the proposition that an Account Stated can be established in South Carolina by payment from the defendant to you.

Response: Third Party Defendant objects to this request as it improperly invades into the trial/hearing strategy of the Third Party Defendant's attorney. The Third Party Defendant also objects as the request calls for work product, litigation preparation documents, or other privileged attorney-client documents.

Request for Admissions

1.

Request: Admit that defendant is a "consumer" and that this credit transaction is a "consumer credit transaction" within the meaning of S.C. Code Sec. 37-1-201.

Response: Third Party Defendant objects to the extent that the request seeks a legal conclusion. Third Party Defendant further objects because it cannot respond to a request for admission that seeks an admission regarding the acts or status of a third party. Accordingly and subject to and without waiving its objection, Third Party Defendant denies the request.

2.

Request: Admit that defendant is a "consumer" within the meaning of 15 U.S.C. Sec. 1692a(3) in that she is a natural person allegedly obligated to pay a debt.

Response: Third Party Defendant objects to the extent that the request seeks a legal conclusion. Third Party Defendant further objects because it cannot respond to a request for admission that

Page 19 of 28

seeks an admission regarding the acts or status of a third party. Accordingly and subject to and without waiving its objection, Third Party Defendant denies the request.

3.

Request: Admit that the credit card account at issue in this case is a "debt" as defined at 15 U.S.C. Sec. 1692a(5).

Response: Third Party Defendant objects to the extent that the request seeks a legal conclusion. Accordingly and subject to and without waiving its objection, Third Party Defendant denies the request.

4.

Request: Admit that both plaintiff and third-party defendant are "debt collectors" as defined at 15 U.S.C. Sec. 1692a(6).

Response: Third Party Defendant objects to the extent that the request seeks a legal conclusion. Third Party Defendant further objects because it cannot respond to a request for admission that seeks an admission regarding the acts or status of a third party. Accordingly and subject to and without waiving its objection, Third Party Defendant denies the request.

5.

Request: Admit that plaintiff alleged, in paragraph 4 of the Complaint, that defendant owed plaintiff \$4,236.78, but alleged that defendant owed plaintiff \$4,274.78 in the Affidavit of Sale signed by Lucella Hoberg on April 27, 2017, which Affidavit was attached as Exhibit A to plaintiff's Response to Defendant's Motion for Summary Judgment, which was filed with the court on February 20, 2018.

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Response: Admit in so far as the amount sued for and demanded is \$4,236.78 and the affidavit filed with the Third Party Defendant's response to the defendant's Motion for summary judgment was for the purpose of establishing the account that was assigned and not for a demand for payment of \$4,274.78. Any facts not specifically admitted in this paragraph are denied.

6.

Request: Admit that at least one of the two different amounts alleged as owed by defendant to plaintiff in the documents indicated above in paragraph 5 of these Requests for Admission was false.

Response: Deny, the amount sued for and demanded is \$4,236.78 and the affidavit filed with the Third Party Defendant's response to the defendant's Motion for summary judgment was for the purpose of establishing the account that was assigned and not for a demand for payment of \$4,274.78.

7.

Request: Admit that the statement attached as Exhibit 2 to plaintiff's Complaint does not show that defendant's credit card account was charged off.

Response: Third Party Defendant objects to the extent that the request seeks a legal conclusion. The third party Plaintiff has failed to define the term "charge off". The request employs imprecise specifications of the information sought. Subject to and without waiving the foregoing objections, the third party defendant denies the request.

8.

Request: Admit that Mr. Joseph E. Brown ("Mr. Brown"), who signed the Affidavit and Itemization of Accounts form attached to plaintiff's Complaint, lacks personal knowledge as to whether the amount alleged due to plaintiff is correct or not.

Response: Deny

9.

Request: Admit that all of Mr. Brown's knowledge about any amounts alleged to be due to plaintiff comes from documents maintained in the files of either plaintiff or its alleged assignor, which knowledge Mr. Brown obtained by reading those documents.

Response: Admit

10.

Request: Admit that the amount of \$4,236.78 shown as "Principal" in the Affidavit and Itemization of Accounts form signed by Mr. Brown, includes amounts alleged to be due for items other than only any principal amount allegedly owed on the credit card account, including charges for items such as interest and late fees.

Response: Third Party Defendant objects as to the asserted and undefined terms contained in the request. Notwithstanding the state objection and subject thereto, Third Party Defendant admits pursuant to the finance charges incurred are added to the standard purchase balance on the account for each monthly billing cycle. Third Party Defendant refers defendant to the billing statements which provide the current interest rate and notice of late fees.

11.

Request: Admit that plaintiff, by its counsel third-party defendant, as part of its normal business operations in South Carolina, files collection lawsuits against persons other than defendant in attempts to collect debts that plaintiff and third-party defendant alleges are owed to plaintiff.

Response: Admit

12.

Request: Admit that the Complaint which was filed by plaintiff against defendant in regards to this account was filed intentionally by plaintiff, and was not filed unintentionally or by mistake.

Response: Admit

13.

Request: Admit that the Complaint filed against the defendant in this case is substantially similar to complaints that plaintiff, by its counsel third-party defendant, has filed against other South Carolina residents.

Response: Objection, each file is reviewed for certain documents and depending on the documents that are attached will determine what type of complaint is filed. Subject to and without waiving the objection, the request is denied.

14.

Request: Admits that the Bill of Sale attached to plaintiff's Complaint filed in this case does not specifically identify defendant's credit card account by name or account number as being sold to plaintiff by the alleged Seller.

Response: Deny. Subject to the following qualifications: The Third Party Defendant relies upon the totality of the exhibits to establish the account which was assigned.

15.

Request: Admit that plaintiff, in collection complaints filed against South Carolina residents by its counsel third-party defendant, as part of its normal procedure, attached as exhibits to its complaints a bill of sale that does not specifically identify the credit card account by name or account number as being sold to plaintiff by the alleged Seller.

Response: Deny, Subject to the following qualifications: The Third Party Defendant relies upon the totality of the exhibits to establish the account which was assigned.

16.

Request: Admit that third-party defendant is aware, when filing collection case on behalf of plaintiff against South Carolina residents, that plaintiff does not normally provide a bill of sale that specifically identifies the credit card account by name or account number as being sold to plaintiff by the alleged Seller.

Response: Deny, Subject to the following qualifications: The Third Party Defendant relies upon the totality of the exhibits to establish the account which was assigned.

17.

Request: Admit that both plaintiff and third-party defendant were aware, before the Complaint was filed in this case, that some courts in South Carolina have ruled against plaintiff,

Page 24 of 28

by either dismissing collection cases or entering judgment for the defendants involved in those cases, based on the fact that plaintiff has been unable to prove to the court's satisfaction that the credit card account in questions has been assigned to plaintiff.

Response: Deny

18.

Request: Admit that this case is not the first time that plaintiff/Third Party Defendant, by its counsel third-party defendant, has filed a case alleging two different amounts being due in the same case on the same account.

Response: Deny

19.

Request: Admit that the "Agreement" referenced in the Bill of Sale attached to Plaintiff's Complaint requires Buyer to comply with the Fair Debt Collection Practices Act, 15 USC Section 1692, et seq.

Response: Objection to the request to the extent it seeks documents or information that is confidential, proprietary, and/or contains or constitutes trade secret information and/or confidential information. Subject to and without waiving the objection, the request is denied.

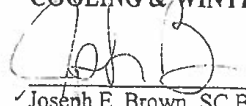
20.

Request: Admit that all of the credit card accounts that were sold by the "Agreement" referenced in the Bill of Sale attached to the Complaint, including the subject account, were sold by the Seller to the plaintiff without any representations or warranties as to the accuracy of the data for any single account including the subject account.

Response: Objection to the request to the extent it seeks documents or information that is confidential, proprietary, and/or contains or constitutes trade secret information and/or confidential information. Subject to and without waiving the objection, the request is denied.

This ____ day of MAR 18 2019, 2019.

COOLING & WINTER

By: 

✓ Joseph E. Brown, SC Bar #9085
S. Louis Schiappa, SC Bar #102134
220 North Main Street, Suite 500
Greenville, SC 29601
Tel: (800) 291-5144

C0399629

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

PORTFOLIO RECOVERY ASSOCIATES, LLC
ASSIGNEE OF SYNCHRONY
BANK/HH GREGG

Plaintiff

vs.

JENNIFER CAMPNEY

Defendant

JENNIFER CAMPNEY

Third-party Plaintiff

vs.

COOLING & WINTER, LLC

Third-party Defendant.

) IN THE COURT OF COMMON PLEAS

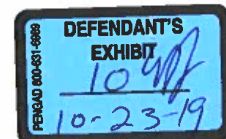
) CASE NO. 2018-CP-18-00729

) PLAINTIFF'S
) SUPPLEMENTAL RESPONSE TO
) DEFENDANT'S FIRST
) REQUEST

COMES NOW Plaintiff, by and through counsel, and supplements their responses to Defendant's Request for Production of Documents and Interrogatories, as set forth in the following manner below:

GENERAL OBJECTIONS

Plaintiff objects to each discovery request proposed by Defendant to the extent that they seek (a) information that is not limited in scope, is over broad, and places a substantial burden upon the Plaintiff because of Defendant's failure to limit the request and on these grounds said request exceeds the permissible scope of discovery under the applicable rules of civil procedure; (b) irrelevant information not reasonably calculated to lead to the discovery of admissible evidence; (c) information that constitutes confidential, proprietary and/or trade secret



3.

Request: All statements in your possession or in your control, or to which you or your counsel have access, whether transcribed, recorded, or written, signed or otherwise, that were made by parties or witnesses, and that refer to matters concerned in this action.

Response: Recording of a telephone conversation between Jennifer Campney and a Portfolio Recovery representative. The recording was provided to Defense Counsel via email dated September 30, 2019

4.

Request: All photographs, videos, plats, sketches, and/or other prepared documents in your possession or in your counsel's possession that relate to any claim asserted in this matter.

Response: Recording of a telephone conversation between Jennifer Campney and a Portfolio Recovery representative. The recording was provided to Defense Counsel via email dated September 30, 2019

:

6.

Request: All other documents, correspondence, memoranda, notes, contracts and any other information or things that relate to the Defendant or that you or your counsel relied upon, identified, or referred to in answering the foregoing interrogatories.

Response: Recording of a telephone conversation between Jennifer Campney and a Portfolio Recovery representative. The recording was provided to Defense Counsel via email dated September 30, 2019.

Portfolio Recovery Associates letter to Jennifer Campney dated March 14, 2019. See attached letter.

7

7.

Request: All correspondence or other written documents, notes, memoranda, and information stored in compute or otherwise that relate in any way to the allegations in plaintiff's complaint or to any of Jennifer Campney's pleadings.

Response: Recording of a telephone conversation between Jennifer Campney and a Portfolio Recovery representative. The recording was provided to Defense Counsel via email dated September 30, 2019.

Portfolio Recovery Associates letter to Jennifer Campney dated March 14, 2019. See attached letter.

This ____ day of _____, 2019.

COOLING & WINTER

By:



Joseph E. Brown, SC Bar #9085
S. Louis Schiappa, SC Bar #102134
220 North Main Street, Suite 500
Greenville, SC 29601
Tel: (800) 291-5144

C0399629

Appellant's Note: The original audio cd is in the possession of the trial court. Appellant has submitted a digital audio .wav file with the filing of the Record containing the contents of this exhibit.



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2020-000935

Portfolio Recovery Associates, LLC Assignee of Synchrony Bank/HH Gregg, Respondent

v.

Jennifer Campney, Defendant

and

Jennifer Campney, Third-party Plaintiff

v.

Cooling & Winter, LLC, Third-party Defendant,

of whom Jennifer Campney is the Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

March 10, 2021

/s/ John R. Cantrell, Jr.
Cantrell Legal PC
108 Phillips Ct.
St. Matthews, SC 29135-8582
(843) 797-2454
Attorney for Appellant

RECEIVED
Mar 10 2021
SC Court of Appeals