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SC Court of Appeals

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of
Appeals

APPEAL FROM MARLBORO
COUNTY
Court of Common Pleas

Michael S. Holt, Circuit Court

Judge

Appellate Case No. 2024-000280

Synchrony Bank,

Appellant,

v.

Michael Hudson,

Respondent.

RECORD ON APPEAL

TAB 9

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
2021-CP-34-00228

Synchrony Bank,

Plaintiff,
vs.
Michael Hudson,

Defendant

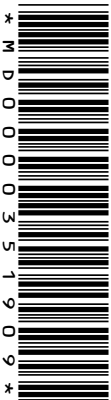
MEMORANDUM IN SUPPORT
OF
PLAINTIFF'S AMENDED MOTION FOR
SUMMARY JUDGMENT

NOW COMES Synchrony Bank, the Plaintiff herein, by and through its undersigned counsel, and submits unto the Court, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, the Plaintiff's Memorandum in Support of the Plaintiff's Amended Motion for Summary Judgment on the grounds that there are no genuine issues of material fact with regards to the Defendant's liability for the debt underlying the Plaintiff's action, and shows unto the Court as follows:

STATEMENT OF FACTS

On or about November 20, 2014, the Defendant entered into a credit agreement with Synchrony Bank, the Plaintiff herein, pursuant to which, the Plaintiff extended credit to the Defendant in the form of a Sam's Club affiliate credit card credit account bearing the account number ending in the last four digits of XXXX-XXXX-XXXX-5478, also known as the account number XXXX-XXXX-XXXX-2251 (hereinafter, the "Defendant's Account").

The Defendant accepted and used the credit extended to him by the Plaintiff for the acquisition of goods, services, balance transfers or cash advances and thereby incurred balances due and owing on the Defendant's Account that the Defendant agreed to repay to the Plaintiff. The Defendant made payments towards the balances set forth as due and owing on the Defendant's Account until December 12, 2019. Thereafter, the Defendant defaulted on his obligation to repay to the Plaintiff the full balance incurred on the Defendant's Account.



The Defendant's acceptance and use of the credit extended to him by the Plaintiff, as well as the Defendant's payments towards the balances set forth as due on the subject account, are shown by the monthly periodic account statements dated November 24, 2014 through April 24, 2020. These account statements generated on the Defendant's Account by the Plaintiff were provided to the Defendant, at the Defendant's address(es) of record of 701 North Main Street, MC Coll, South Carolina 29570 and 3155 Mack Circle, MC Coll, South Carolina 29570. Copies of these account statements have been submitted to the Court as Exhibit "1" of the Plaintiff's Amended Motion for Summary Judgment and are incorporated herein by this reference.

On or about May 24, 2020, as a result of the Defendant's default on his obligation to the Plaintiff, the Defendant's Account was charged-off as an overdue and delinquent account in the amount of \$9,000.83.

The Plaintiff's lawsuit in this action was filed with the Court on August 23, 2021, and the Defendant was properly served with copies of the Plaintiff's Summons and Complaint on September 27, 2021. Thereafter, the Defendant's Answer was filed with the Court on November 10, 2021.

On or about February 15, 2022, the Plaintiff served upon the Defendant certain written discovery requests consisting of the Plaintiff's First Requests for Admissions (hereinafter, the "Admissions Request"), the Plaintiff's First Interrogatories, and the Plaintiff's First Request for Production of Documents (hereinafter the "Production Requests"). A copy of the Plaintiff's Discovery Requests are attached hereto as Exhibit "1" and incorporated herein by this reference. The Court should note that the Plaintiff's First Set of Discovery Requests only contain the Account Statements dated June 25, 2019 through April 24, 2020. Account Statements dated November 24, 2014 through April 24, 2020, are filed with the Court with the Plaintiff's Amended Motion for Summary Judgment as set forth above.

On or about March 14, 2022, the Defendant served on the Plaintiff his response to the Plaintiff's first set of discovery requests which is attached hereto as Exhibit "2" and incorporated herein by this reference (the Plaintiff has attached the Defendant's response, which is incomplete

and does not exhibit responses to all of the Plaintiff's discovery requests, as received by the Plaintiff).

On April 7, 2022, the Plaintiff filed with the Court its Motion for Summary Judgment in this action, which was denied by this Court on June 20, 2023.

On October 23, 2023, the Plaintiff filed a second Motion for Summary Judgment with the Court and on January 3, 2024, the Plaintiff filed its Amended Motion for Summary Judgment with the Court.

LEGAL STANDARD FOR MOTION FOR SUMMARY JUDGMENT

Under Rule 56 of the South Carolina Rules of Civil Procedure, summary judgment is properly granted when there is no genuine issue of material fact and where the moving party is entitled to summary judgment as a matter of law. See *Laurens Emergency Med. Specialists v. M.S. Baily and Sons Bankers*, 355 S.C. 104, 584 S.E.2d 375 (2003); *Fleming v. Rose*, 350 S.C. 488, 567 S.E.2d 857 (2002); *Regions Bank v. Schmauch*, 354 S.C. 648, 582 S.E.2d 432 (CT App. 2003). In determining whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the non-moving party. See *Sauner v. Public Serv. Auth.*, 354 S.C. 397, 581 S.E.2d 161 (2003); *Hendricks v. Clemson Univ.*, 353 S.C. 449, 578 S.E.2d 711 (2003).

Additionally, summary judgment is appropriately granted where the pleadings, depositions, answer to interrogatories, and admissions on file, together with any affidavits that might have been filed with the court, show that there is no genuine issues as to any material fact and that the moving party is entitled to judgment as a matter of law. See *Russell v. Wachovia Bank, N.A.*, 353 S.C. 208, 578 S.E.2d 329 (2003).

Under Rule 56(c), the party seeking summary judgment has the initial burden of demonstrating an absence of a genuine issue of material fact. See *Regions Bank*, 354 S.C. at 659, 582 S.E.2d at 438; *Trivelax v. South Carolina Dept. of Transp.*, 348 S.C. 125, 558 S.E.2d 271 (St. App. 2001). However, once the party moving 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. See *Regions Bank*, 354 S.C. at 660, 582 S.E.2d at 438. Rather, the non-moving party must come forward with specific facts showing that there is a genuine issue for trial. See *SSI Med Servis., Inc. V. Cos*, 301 S.C. 493, 392 S.E.2d 789 (1990); *Peterson v. West American Ins., Co.*, 336 S.C. 89, 518 S.E.2d 608 (Ct. App. 1999).

ARGUMENT

1. Did the Defendant enter into a Credit Agreement with the Plaintiff.

The Defendant contends in his Affidavit dated September 1, 2022, that because he does not see his signature on the exemplar of the Sam's Club MasterCard Account Agreement, which is previously attached hereto as Exhibit "B" of the Plaintiff's First Set of Discovery Requests and is incorporated herein by this reference, he denies that there is a contract between the Defendant and the Plaintiff and that he opened an account under that agreement.

The Defendant cannot overcome summary judgment by simply denying that he entered into an agreement with the Plaintiff (See the Defendant's Response to the Plaintiff's Request for Admission Number 1, which, despite the Defendant's ludicrous objection and like the Plaintiff's other Requests for Admissions, was compliant with Rule 36 of the South Carolina Rules of Civil Procedure). When the Plaintiff attempted to obtain documentation from the Defendant that would tend to support the Defendant's position that he did not enter into an agreement with the Plaintiff, the Defendant responded by admitting that he did not have any documents responsive to the Plaintiff's request, other than those provided by the Plaintiff through discovery (See the Defendant's responses to the Plaintiff's Requests for Production Number 3 and Number 4). The Court should note that the documents that the Defendant references are the Account Statements and Account Agreement that the Plaintiff has submitted to the Court with the Plaintiff's Amended Motion for Summary Judgment or attached hereto as an Exhibit. In particular, the Defendant is unable to provide any documentation showing that he ever disputed the charges assessed to his account during the period of November 20, 2014 through October 26, 2019, as shown by the Account Statements (See the Defendant's Response to the Plaintiff's Request for Production

Number 2).

As set forth above, the Defendant contends that the Account Agreement presented to the Court by the Plaintiff does not bear the Defendant's signature and therefore, the Defendant contends that he could not have entered into an agreement with the Plaintiff. This claim does not bear scrutiny. The Plaintiff does not, and never has, contended that the Defendant signed any contract with the Plaintiff to enter into the agreement underlying the Plaintiff's action or that the Account Agreement submitted to the Court would ever have reflected the Defendant's signature. Rather, the Plaintiff asserts that the Defendant's acceptance and use of the credit extended to him by the Plaintiff, as well as the Defendant's payments towards the balances set forth as due and owing on the subject account, created the agreement between the Defendant and the Plaintiff requiring the Defendant to make payment in full of the balance due and owing on the Defendant's Account.

The Defendant's use of a credit card associated with a credit account "creates an enforceable contract," and "each time a cardholder uses his credit card, he accepts the offer by tendering his promise to perform (i.e. to repay the debt upon the terms set forth in the credit card agreement)." *Bank of America v. Jarczyk*, 268 B.R. 17, 22 (Bankr. W.D.N.Y. 2001) (citing Corbin on Contracts, Revised Ed., § 2.33). Numerous courts have found that the credit card "contract" is created when the consumer uses the card. See, e.g., *Heiges v. JP Morgan Chase Bank, N.A.*, 521 F. Supp. 2d 641, 647 (N.D. Ohio 2007) (noting that "issuance and use of a credit card creates a legally binding agreement"); *Chase Manhattan Bank (N.A.), Bank Americard Div. v. Hobbs*, 405 N.Y.S.2d 967 (N.Y. Civ. Ct 1978) (stating that "[t]he defendant's use of the credit card in and of itself constituted proof of an underlying agreement between the account holder and account issuer. The acceptance of a paper which purports to be a contract may be indicated by conduct or acquiescence.") *Read v. Gulf Oil Corp.*, 150 S.E.2d 319, 320 (Ga. Ct. App. 1966) (stating that "[t]he issuance of the card to the [debtor] amounted to a mere offer on plaintiff's part, and the contract became entire when defendant retained the card and thereafter made use of it.") see also *In re Simos*, 209 B.R. 188 (Bankr. M.D.N.C. 1997) (by using a credit card, the

debtor impliedly represents that he has the intention of paying the charges purchased with the card).

Despite the Defendant's claim that he does not recognize the Account Statements provided to him by the Plaintiff, which were provided to him by the Plaintiff at the Defendant's address(es) of record, those same Account Statements show that the Defendant repeatedly accepted and used the credit extended to him by the Plaintiff over a period of several years. This acceptance and use included the Defendant's payment to the US Treasury for taxes assessed to the Defendant and/or the Defendant's household (See the Account Statement dated April 24, 2015), and the Defendant's payment on an insurance policy with Progressive Insurance (See the Account Statement dated September 25, 2017), as well as payment towards two (2) cruises with Carnival Cruise Line (See Account Statements dated January 26, 2016 and September 25, 2017).

Additionally, while the Defendant denies making payments towards the balances set forth as due on this account, those same Account Statements show that payments were made towards the balances set forth as due on the Defendant's Account beginning on December 12, 2014 and continuing through December 12, 2019.

It would seem easy enough for the Defendant to support his claim that he did not make payments towards the balances due on this account by providing copies of his own banking records. However, the Defendant has again failed to provide any documents supporting the Defendant's claim (See the Defendant's Response to the Plaintiff's Discovery wherein Defendant did not actually provide any response or objection to the Plaintiff's Request for Production Number 12 for the Plaintiff to present to the Court).

The documentary evidence provided by the Plaintiff, as well as lack of any countervailing evidence from the Defendant, would argue against the Defendant's claims. Therefore, the Defendant's denials that he does not recognize the account that is the subject of this action and did not enter into an agreement with the Plaintiff, which are contradicted by the evidence before the Court, do not create a genuine issue of fact sufficient to defeat summary judgment. See *Scott v. Harris*, 550 U.S. 372, 127 S. Ct. 1769, 167 L. Ed. 2d 686 (2007) (holding that "[w]hen

opposing parties tell two different stories, one of which is blatantly contradicted by the record, so that no reasonable jury could believe it, a court should not adopt that version of the facts for purposes of ruling on a motion for summary judgment”).

2. Are the Two Account Numbers Referenced in this Matter by the Plaintiff Assigned to the Defendant’s Account.

On June 20, 2023, the Plaintiff’s initial Motion for Summary Judgment was denied by the Court with the Court finding that there was an issue of material fact as to whether the account numbers XXXX-XXXX-XXXX-5478 and XXXX-XXXX-XXXX-2251 were both assigned to the account that is the subject of the Plaintiff’s action. With regard to this question, the Plaintiff directs the Court to the redacted copies of Account Statements issued on the Defendant’s Account by the Plaintiff which are attached to the Plaintiff’s Amended Motion for Summary Judgment.

As previously set forth above, the Defendant entered into a credit agreement with the Plaintiff, pursuant to which, the Plaintiff extended credit to the Defendant in the form of a Sam’s Club MasterCard affiliate credit card credit account initially bearing the account number ending in the last four digits XXXX-XXXX-XXXX-2251, which was subsequently transferred to and became the Defendant’s Sam’s Club MasterCard affiliate credit card account bearing the account number XXXX-XXXX-XXXX-5478.

The Defendant accepted and sued the credit extended to him, in the form of the Defendant’s Account, by the Plaintiff, as evidenced by the Account Statements issued on the subject account.

As shown by the Account Statements dated November 24, 2014 through May 25, 2018, the Defendant repeatedly accepted and used the credit extended to him by the Plaintiff under the account number XXXX-XXXX-XXXX-2251, thus tendering his promise to repay to the Plaintiff the balance incurred on the Defendant’s Account. Additionally, those statements show that the Defendant made payments towards the balances that the Defendant incurred on the subject account during that same time period.

The Account Statement dated May 25, 2018, shows an ending balance due and owing on

the Defendant's Account in the amount of \$3,439.12, with a previous balance due in the amount of \$3,528.52. Said statement also shows that the Defendant made a payment in the amount of \$160.00 towards the previous balance due thus demonstrating that the Defendant intended to repay to the Plaintiff, his obligation resulting from his use of the credit extended to him by the Plaintiff.

The Account Statement dated June 25, 2018, which is the first Account Statement issued to the Defendant bearing the account number ending in the last four digits XXXX-XXXX-XXXX-5478, shows a previous balance due on the subject account in the amount of \$0.00. This account statement also shows a balance transfer in the amount of \$3,439.12, from the account number XXXX-XXXX-XXXX-2251 occurring on May 27, 2018. Additionally, this Account Statement shows that the Defendant used the subject account, now bearing the account number XXXX-XXXX-XXXX-5478, multiple times between June 2, 2018 and June 20, 2018. This statement also shows that the Defendant made a payment in the amount of \$129.00 that was posted to the Defendant's Account on June 15, 2023. The Defendant's acceptance and use of the credit extended to him by the Plaintiff, as well as the Defendant's payment towards the balance due on the Defendant's Account, resulted in the closing balance of \$5,675.19. There is nothing in the Plaintiff's records that would suggest that the Defendant objected to any of the charges assessed to the subject account or disputed that the account number for the Defendant's Account had been changed from XXXX-XXXX-XXXX-2251 to XXXX-XXXX-XXXX-5478.

The Account Statements further show that, during the time period of May 27, 2018 through October 26, 2018, the Defendant repeatedly accepted and used the credit extended to him by the Plaintiff on the subject account now bearing the account number XXXX-XXXX-XXXX-5478. Moreover, those Account Statements show that the Defendant made payments towards the balances incurred on the Defendant's Account through December 12, 2019, without disputing any of the charges or fees, payments or transactions posted to the subject account.

As demonstrated above, there can be no doubt as to whether the account numbers XXXX-XXXX-XXXX-5478 and XXXX-XXXX-XXXX-2251 were both assigned to the account

that is the subject of the Plaintiff's action.

3. Does the Defendant owe the Plaintiff the Credit Card Debt in the Amount of \$9,000.83.

The evidence presented to the Court proves that the Defendant owes the sum of \$9,000.83. However, the Defendant would argue that, because the Defendant does not "recognize" the Account Statements provided to him, at his address(es) of record, by the Plaintiff, that those statements are somehow not relevant to this action. This is manifestly incorrect. The Account Statements provided by the Plaintiff are part of the Plaintiff's business records pertaining to the Defendant's Account and cannot be discarded as irrelevant because the Defendant claims that he does not recognize them.

Credit card issuers, such as Synchrony Bank, the Plaintiff herein, operate under a federal regulatory scheme that provides uniformity in credit card reporting and disclosures. *See* 15 U.S.C. § 1601 *et. seq.* Card issuers are required by law to issue periodic statements to cardholders. Each periodic account statement includes an itemization of the outstanding balance at the beginning of the statement period, the amount and date of each charge, payment and credit, and any finance charge added to the account during the statement period. *See* 15 U.S.C. § 1637(b) (prescribing information to be included on each statement).

Moreover, each periodic account statement contains the same information, so that the outstanding balance owed at the end of one billing period will be reflected on the next account statement as the previous balance. Each statement issued on a given credit account includes the same information, pursuant to federal law, and the uniformity of the account statements required by law, creates a presumption that the balance owed by a cardholder for any given billing period, as reflected on an account statement, is accurate and is an accurate reflection of the accrued balance due on the card holder's account.

The accuracy of the amounts set forth as due and owing on the cardholder's account is further insured by the cardholder's ability to contest the charge(s) assessed to the credit card account. Federal law allows a cardholder to report and dispute any entry on a given credit card

account statement within sixty (60) days of the receipt of the statement. *See* 15 U.S.C. § 1666 and C.F.R. § 226.13. In the absence of any dispute by the cardholder, a card issuer may presume that entries on an account statement are correct.

Additionally, the use of a credit card associated with a credit account “creates an enforceable contract,” and “each time a cardholder uses his credit card, he accepts the offer by tendering his promise to perform (i.e. to repay the debt upon the terms and conditions set forth in the credit card agreement).” *Bank of America v. Jarczyk*, 268 B.R. 17, 22 (Bankr. W.D.N.Y. 2001). The Account Statements show that the Defendant repeatedly used the credit extended to him through the subject account, and continued to make payments on the subject account until the Defendant’s default, without disputing any balances set forth as due on the Defendant’s Account.

As of October 2019, the Defendant was still using the credit extended to him by the Plaintiff to make purchases of goods and/or services, thus tendering his promise to repay the debt, and in doing so, the Defendant had accrued a balance; as of November 25, 2019, the closing date of the monthly account statement for that billing period, due and owing on the Defendant’s Account in the amount of \$7,926.99.

Subsequent to November 25, 2019, the Defendant made a payment towards the balance due on the Defendant’s Account that was posted to the subject account on December 12, 2019. This payment again indicates that the Defendant intended to repay to the Plaintiff, his obligation resulting from his use of the credit extended to him by the Plaintiff.

As of May 24, 2020, the date of charge-off of the Defendant’s Account, the Defendant’s obligation to Citibank was in the amount of \$9,000.83. The Account Statement dated April 24, 2020, shows a balance due on the Defendant’s Account in the amount of \$8,961.83. Subsequent to April 24, 2020, a late payment fee in the amount of \$39.00 was assessed to the Defendant’s Account as outlined in the Late Payment Warning on the April 24, 2020, statement. This resulted in the charge-off balance of \$9,000.83.

The Account Statements, which were mailed to the Defendant by the Plaintiff, list purchase(s) made using the Defendant’s Account, as well as payments, fees and finance charges

assessed to the subject account. There is no indication that the Defendant disputed his Account Statements, questioned the charges assessed to the subject account, or disputed to Citibank, the balances accruing on the Defendant's Account on or before May 24, 2020.

The Defendant has not provided any information or documentation to dispute the balance set forth, in the amount of \$9,000.83, by the Plaintiff's records, or to show that this balance is not the correct balance due on the Defendant's Account. Simply asserting that he disputes this debt does not create an issue of material fact regarding the balance due on the Defendant's Account. See *Regions Bank*, 354 S.C. at 660, 582 S.E.2d at 438.

CONCLUSIONS

As demonstrated by the Plaintiff, there are no genuine issues of material fact remaining in this matter. The Defendant accepted and used the credit extended to him by the Plaintiff, failed to pay and is now indebted to the Plaintiff in the amount of \$9,000.83. In addition, the Defendant has failed to provide any facts or evidence supporting the claims set forth in the Defendant's Answer or his Affidavit. Furthermore, it has been conclusively established that the account numbers XXXX-XXXX-XXXX-5478 and XXXX-XXXX-XXXX-2251 were both assigned to the account that is the subject of the Plaintiff's action. Accordingly, the Plaintiff respectfully requests that the Court enter summary judgment in its favor on the amount set forth as due in the Plaintiff's Complaint.

January 3, 2024.

SESSOMS & ROGERS, P.A.

By: s/Wesley D. Dail
S.C. Bar 100355
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STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

IN THE COURT OF COMMON PLEAS
(NON-JURY COLLECTION ACTION)
CIVIL ACTION NO. 2021-CP-34-00228

Synchrony Bank
Plaintiff,
vs.
Michael Hudson
Defendant.

**PLAINTIFF'S FIRST SET OF
REQUESTS FOR ADMISSION,
INTERROGATORIES, AND REQUESTS FOR
PRODUCTION OF DOCUMENTS
TO DEFENDANT**

To: Michael Hudson
c/o Jason Scott Luck
Attorney for Defendant
P.O. Box 47
Bennettsville, South Carolina 29512

This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

REQUESTS FOR ADMISSION

Pursuant to Rule 26 and Rule 36 of the South Carolina Rules of Civil Procedure, the Plaintiff, Synchrony Bank, requests that the Defendant, Michael Hudson, admit or deny the following within thirty (30) days after service. If you fail to serve timely responses to each of the numbered requests for admission, the Plaintiff may request that the Court enter Summary Judgment in the Plaintiff's favor as allowed by the South Carolina Rules of Civil Procedure.

1. You entered into a credit agreement with Synchrony Bank, the Plaintiff herein, pursuant to which, credit was extended to you, in the form of a Sam's Club affiliate credit card credit account bearing the account number ending in the last four digits XXXX-XXXX-XXXX-5478 (hereinafter, the "Account").
2. The redacted copies of the Account Statements dated June 25, 2019 through April 24, 2020, which are attached to these discovery requests as the Plaintiff's Exhibit "A," are copies of the respective genuine Account Statements issued to you on the Account by the Plaintiff.



3. The attached Plaintiff's Exhibit "B" is an exemplar of the Sam's Club MasterCard Account Agreement containing the terms and conditions governing the Account, including the terms and conditions governing your promise to pay (page 2 of the Account Agreement), as well as the requirement that you pay at least the minimum payment due by the payment due date (page 2 of the Account Agreement).
4. You accepted and used the credit extended to you, in the form of the Account, by the Plaintiff, for the acquisition of goods, services, balance transfers or cash advances.
5. The Account Statements set forth a running itemization of all amounts owed on the Account, including charges and fees, resulting from your acceptance and use of the credit extended to you by the Plaintiff.
6. The Account Statements set forth your obligation on the Account, including statement balances due on the subject account, past due amounts, the minimum payments due for the respective monthly billing periods, and the payment due dates.
7. Your acceptance and use of the credit extended to you, in the form of the Account, by the Plaintiff for the acquisition of goods, services, balance transfers or cash advances resulted in balances due and owing on the Account that you agreed to repay to the Plaintiff.
8. Your acceptance and use of the credit extended to you, in the form of the Account, by the Plaintiff ratified any and all of the terms and conditions contained in the Account Agreement and further, constitutes your agreement to be bound by those same terms and conditions.

9. You have no factual basis for your claim that you did not enter into a credit agreement with the Plaintiff, pursuant to which, the Plaintiff extended credit to you, in the form of the Account that is the subject of this action.
10. You have no factual basis for your claim that you did not accept and use the credit extended to you, in the form of the Account, by the Plaintiff.
11. The Account Statement dated October 25, 2019, shows a minimum payment due in the amount of \$232.00, with a payment due date of November 18, 2019.
12. Subsequent to November 18, 2019, you have failed to pay to the Plaintiff the required payments set forth as due on the Account when they became due.
13. You have no factual basis for your claim that you did not, in failing to make all of the payments required on the subject account when they became due, default on your obligation to repay the full balance of the debt incurred on the Account that is the subject of this action.
14. The Account Statement dated December 26, 2019, shows a payment in the amount of \$10.00 that was posted to the Account on or about December 12, 2019.
15. As the date of August 23, 2021, the date of filing of the Plaintiff's Complaint in this action, is less than three (3) years after the date of December 12, 2019, you have no factual basis for your claim that the Plaintiff is barred from proceeding in this action by any applicable statute of limitations.

16. On May 24, 2020, as a result of your failure to make the payments required on the Account, the Plaintiff declared all sums due and owing on the Account, due and payable in the amount of \$9,000.83.
17. You have no factual basis for your claim that the balance set forth as due on the Account in the amount of \$9,000.83, is not a valid debt owed by you to the Plaintiff.
18. You have no factual basis for your claim that the Plaintiff lacks the standing to bring and maintain this action.
19. During the time period of November 25, 2019 through April 24, 2020, the Plaintiff properly provided Notice of Right to Cure to you on a monthly basis regarding the Account that is the subject of this action.
20. You are indebted to the Plaintiff for the amount owed on the Account in the principal sum of \$9,000.83, as prayed for in the Plaintiff's Complaint.

INTERROGATORIES

Pursuant to Rule 26 and Rule 33 of the South Carolina Rules of Civil Procedure, the Plaintiff, Synchrony Bank, requests that the Defendant, Michael Hudson, answer the following interrogatories separately and fully, in writing and under oath, within thirty (30) days after service. These interrogatories are continuing in nature, and if you obtain information which renders any answer incomplete or inaccurate, you are required to serve amended or supplemental answers on the undersigned.

1. Give the names and addresses of persons known to you 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.
2. Set forth a list of photographs, plats, sketches or other prepared documents in your possession, custody or control that relate to your claims or defenses in this matter.
3. Set forth and itemized statement of all damages, exclusive of pain and suffering, that you claim to have sustained.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to Rule 26 and Rule 34 of the South Carolina Rules of Civil Procedure, the Plaintiff, Synchrony Bank, requests that the Defendant, Michael Hudson, respond to the following requests for production of documents, electronically stored information, and tangible things, and provide the requested items or legible copies of the requested items to the office of the Plaintiff's attorneys, within thirty (30) days after service of these requests. These requests are continuing in nature, and if you obtain information which renders any answer incomplete or inaccurate, you are required to serve amended or supplemental answers on the undersigned.

1. Copies of all documents, electronically stored information, call recordings, and other tangible things identified in your response to the Plaintiff's First Set of Interrogatories.

2. Copies of all documents and correspondence that you claim to have sent to the Plaintiff disputing your liability to the Plaintiff for the Sam's Club affiliate credit card credit account bearing the account number ending in the last four digits of XXXX-XXXX-XXXX-5478 (hereinafter, the "Account"), or disputing to the Plaintiff the balance, or any portion thereof, owed on the Account that is the subject of this action.

3. Copies of all documents that you contend support your claim that you did not enter into a credit agreement with the Plaintiff, pursuant to which, the Plaintiff extended credit to you, in the form of the Account that is the subject of this action.

4. Copies of all documents that you contend support your claim that you did not accept and use the credit extended to you, in the form of the Account, by the Plaintiff for the acquisition of goods, services, balance transfers or cash advances.

5. Copies of all documents that you contend support your claim that you did not, in failing to make all of the payments required on the subject account when they became due, default on your obligation to repay the full balance of the debt incurred on the Account that is the subject of this action.

6. Copies of all documents that you contend support your claim that the balance claimed as due and owing on the subject account in the amount of \$9,000.83, is not the correct amount due and owing on the Account that is the subject of this action.

7. Copies of all documents that you contend support your claim that the balance claimed as due on the Account in the amount of \$9,000.83, is not a valid debt owed by you to the Plaintiff.

8. Copies of all documents that you contend support your claim that the Plaintiff is barred from proceeding in this action by any applicable statute of limitations.

9. Copies of all documents that you contend support your claim that the Plaintiff lacks the standing to bring and maintain this action.

10. Copies of all documents that you contend support your claim that the Plaintiff's Summons and Complaint were not properly served on you on or about September 27, 2021.

11. Copies of all documents, electronically stored information, call recordings, and other tangible things which support each affirmative defense that you raise in this matter, if any.

12. Copies of all monthly bank account statements issued from May 2019 through January 2020, from each financial and lending institution with which you had a checking or savings account open during that time.

This the 16 day of February, 2022.

SESSOMS & ROGERS, P.A.

By: 

Wesley D. Dail (S.C. Bar 100355)

Attorney for Plaintiff

P.O. Box 110564

Durham, North Carolina 27709

Telephone: (919) 688-1000

Facsimile: (919) 688-9000

Email: consumerinquiries@sessomslaw.com

MICHAEL HUDSON
Account Number ending in 5478

Visit samsclub.com/credit or Call 1-844-335-5919

Statement Closing Date 06/25/2019

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Previous Balance as of 05/27/2019	\$3,833.01
Payments	-122.00
Purchases/Debits	+734.26
Interest Charges	+89.55
New Balance as of 06/25/2019	\$4,534.82
Credit Limit	\$5,700
Available Credit	\$1,149
Cash Advance/Quick Cash Limit	\$1,140
Available Cash	\$1,140
Statement Closing Date	06/25/2019
Days in Billing Cycle	30

New Balance	\$4,534.82
Total Minimum Payment Due	\$135.00
Payment Due Date	07/18/2019

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 \$39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off 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	\$12,448.00
\$181.00	3 years	\$6,504.00 (Savings = \$5,944.00)

If you would like information about credit counseling services, call 1-877-302-8775.

Prior Cash Back Balance	\$12.58
5% Earned on Gas	\$6.73
3% Earned on Dining & Travel	\$6.41
1% Earned on other purchases	\$3.86
= Current Cash Back Balance	\$29.58

You have earned \$29.58

Use the Sam's Club Mastercard everywhere Mastercard is accepted and earn cash back for the things you already do.

Notice: We may convert your payment into an electronic debit. See Statement Disclosures link on your eServices Statement Page for details, Billing Rights and other important information.

6709 LAH 1 7 23 130425 PAGE 1 of 3 1468 1200 A602 01EY6709

Account Number: [REDACTED] 5478

\$135.00	07/18/2019	\$4,534.82
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Save a stamp, pay on-line.

\$



MICHAEL HUDSON
 3155 MACK CIR
 MC COLL SC 29570-6312

Make Payment to: SAM'S CLUB MC/SYNCB
 P.O. BOX 960013
 ORLANDO, FL 32896-0013



MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 06/25/2019

Visit samsclub.com/credit or Call 1-844-335-5919

Tran	Date	Post	Transaction Reference #	Description	Amount
05/27	05/27		55429504KS1QYGNF6	PAYPAL *SUMMIT EBAY 4029357733 CA	\$342.39
06/12	06/12		5543286535SEJLKF7	HOTELS.COM159794368745 HOTELS.COM WA	\$155.68
06/12	06/12		55480775360T2JNS3	GREEN MT MONOGRAM WELLS RIVER VT	\$23.54
06/12	06/12		252478054012GZB1D	RON LAHODYS STEAK HOUS MUNCIE IN	\$58.15
06/13	06/13		553087655FXZ6WZXV	SHELL OIL 574291154QPS CELINA OH	\$36.00
06/15	06/15		85213335700XS6H0Y	ONLINE PAYMENT THANK YOU	-\$122.00
06/16	06/16		5543286585SQ9Y3W8	CIRCLE K # 23708 WYTHEVILLE VA	\$39.00
06/16	06/16		553087658FY54MKF0	SHELL OIL 575279768QPS MC COLL SC	\$44.00
06/22	06/22		05436845E2X6R4TRY	DOLLAR GENERAL #18605 HARTSVILLE SC	\$13.48
06/22	06/22		55506295ERDQ7D8VL	FAMILY MART DARLINGTON SC	\$15.50
06/24	06/24		02305375G008FDMYS	BI-LO GROCERY #5441 KINGSTREE SC	\$6.52
				FEES	
				TOTAL FEES FOR THIS PERIOD	\$0.00
				INTEREST CHARGED	
06/25	06/25			INTEREST CHARGE ON PURCHASES	\$89.55
06/25	06/25			INTEREST CHARGE ON CASH ADVANCES	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$89.55

2019 Year-to-Date Fees and Interest	
Total Fees Charged	\$0.00
Total Interest Charged	\$625.14
Total Interest Paid	\$652.35

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	25.15% (v)	\$4,331.48	\$89.55
Cash Advances	N/A	28.15% (v)	\$0.00	\$0.00

Eligible card purchases may be billed under one of the following promotions: No Interest if Paid in Full within 6, 12, 18, 24 or 36 months. Under each of these promotions, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at a rate of 25.15%. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

Eligible card purchases may be billed under one of the following promotions: No Interest for 5, 12, 18, 24 or 36 months. For each promotion, after the promotion ends, a 25.15% APR will apply. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

Your Sam's Club Mastercard will no longer come with certain insurance benefits. The cancellation of your insurance benefits under the following policies will be effective July 1, 2019, at 12:00 am (EDT) ("Effective Date of Cancellation"):

(Continued on next page)

(1) Extended Warranty - Policy No. 84161537-03/One Year Extended Warranty or 84161537-04/Two Year Extended Warranty and (2) Price Protection - Policy No. 84161539-02. Your coverage cancellation is due to changes in the Mastercard credit card program. If coverage under any of the above-referenced policies attaches to a purchase made with your Mastercard prior to the Effective Date of Cancellation, benefits will be provided for that purchase pursuant to the policy terms in effect at the time of coverage attachment, not withstanding your coverage cancellation. For more information about your coverage, please refer to your card's Guide to Benefits. To view your Guide to Benefits, please visit www.mycardbenefits.com. The policies are issued by New Hampshire Insurance Company, an AIG Company.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

Please note that Cashier Checks and Loan Transfer Checks are not acceptable forms of tender when making your payments in Sam's Club® or Walmart®.

For more information about the Sam's Club® Mastercard® Reward Program terms, log on to www.SamsClubCredit.com or call the 24 Hour Credit Card Service phone number of the back of your card.

Interested in changing your due date for your Sam's Club® credit card account? Call the Credit Customer Service phone number, located on your billing statement and on the back of your Sam's Club® credit card, to determine eligibility and discuss available options.

MICHAEL HUDSON
Account Number ending in 5478

Visit samsclub.com/credit or Call 1-844-335-5919

Statement Closing Date 07/26/2019

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Previous Balance as of 06/26/2019	\$4,534.82
Payments	-135.00
Purchases/Debits	+1,045.50
Interest Charges	+111.56
New Balance as of 07/26/2019	\$5,556.88

Credit Limit	\$5,700
Available Credit	\$143
Cash Advance/Quick Cash Limit	\$1,140
Available Cash	\$143
Statement Closing Date	07/26/2019
Days in Billing Cycle	31

Prior Cash Back Balance	\$29.58
5% Earned on Gas	\$2.78
3% Earned on Dining & Travel	\$0.30
1% Earned on other purchases	\$9.79
= Current Cash Back Balance	\$42.45

New Balance	\$5,556.88
Total Minimum Payment Due	\$168.00
Payment Due Date	08/18/2019

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 \$39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off 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	19 years	\$15,555.00
\$221.00	3 years	\$7,970.00 (Savings = \$7,585.00)

If you would like information about credit counseling services, call 1-877-302-8775.

You have earned \$42.45

Use the Sam's Club Mastercard everywhere Mastercard is accepted and earn cash back for the things you already do.

Notice: We may convert your payment into an electronic debit. See Statement Disclosures link on your eServices Statement Page for details, Billing Rights and other important information.

6709 LAH 1 7 23 130756 PAGE 1 of 5 1468 1200 A602 01BY6709

Account Number: XXXXXXXXXXXX 5478

\$168.00	08/18/2019	\$5,556.88
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Save a stamp, pay on-line

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MICHAEL HUDSON
3155 MACK CIR
MC COLL SC 29570-6312

Make Payment to: SAM'S CLUB MC/SYNCB
P.O. BOX 960013
ORLANDO, FL 32898-0013

MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 07/26/2019

Visit samsclub.com/credit or Call 1-844-335-5919

Tran	Date	Post	Transaction Reference #	Description	Amount
06/24	06/26		55308765GFXS6MSMS	SHELL OIL 12574127002 BLENHEIM SC	\$6.03
06/25	06/26		55432865JSSL41GM0	CIRCLE K # 23138 FLORENCE SC	\$10.09
07/03	07/03		05140485TLM99271R	TIGER MART #18 CLIO SC	\$45.69
07/03	07/03		55453705T173NQP4B	ADVANCE AUTO PARTS #55 DARLINGTON SC	\$14.03
07/05	07/05		55310205S0T1PW2RS	STATE FARM INSURANCE 8009566310 IL	\$592.34
07/08	07/08		55480775YSV3387LW	PALMETTO DENTAL HEALTH 2175405186 SC	\$143.00
07/09	07/09		55429505ZS1245JF3	PAYPAL *DUYENNGOCTR 4029357733 CA	\$230.31
07/11	07/11		85213336100XS6H16	ONLINE PAYMENT THANK YOU	-\$135.00
07/16	07/16		054868066RBGZJFYS	EXXONMOBIL 99696270 FLORENCE SC	\$4.01
FEE'S					
TOTAL FEES FOR THIS PERIOD					\$0.00
INTEREST CHARGED					
07/26	07/26			INTEREST CHARGE ON PURCHASES	\$111.56
07/26	07/26			INTEREST CHARGE ON CASH ADVANCES	\$0.00
TOTAL INTEREST FOR THIS PERIOD					\$111.56

2019 Year-to-Date Fees and Interest	
Total Fees Charged	\$0.00
Total Interest Charged	\$736.70
Total Interest Paid	\$741.80

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	25.15% (v)	\$5,222.41	\$111.56
Cash Advances	N/A	28.15% (v)	\$0.00	\$0.00

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(Continued on next page)

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Interested in changing your due date for your Sam's Club® credit card account? Call the Credit Customer Service phone number, located on your billing statement and on the back of your Sam's Club® credit card, to determine eligibility and discuss available options.

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MICHAEL HUDSON
Account Number ending in 5478

Visit samsclub.com/credit or Call 1-844-335-5919

Statement Closing Date 08/26/2019

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Previous Balance as of 07/27/2019	\$5,556.88
Payments	-324.00
Other Credits	-60.00
Purchases/Debits	+2,095.96
Interest Charges	+134.60
New Balance as of 08/26/2019	\$7,403.44

Credit Limit	\$7,600
Available Credit	\$196
Cash Advance/Quick Cash Limit	\$1,520
Available Cash	\$196
Statement Closing Date	08/26/2019
Days in Billing Cycle	31

New Balance	\$7,403.44
Total Minimum	
Payment Due	\$209.00
Payment Due Date	09/18/2019

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 \$39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off 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	21 years	\$21,198.00
\$295.00	3 years	\$10,619.00 (Savings = \$10,579.00)

If you would like information about **credit counseling services**, call 1-877-302-8775.

Prior Cash Back Balance	\$42.45
5% Earned on Gas	\$13.05
3% Earned on Dining & Travel	\$5.24
1% Earned on other purchases	\$15.00
= Current Cash Back Balance	\$76.74

You have earned \$76.74

Use the Sam's Club Mastercard everywhere Mastercard is accepted and earn cash back for the things you already do.

Notice: We may convert your payment into an electronic debit. See Statement Disclosures link on your eServices Statement Page for details, Billing Rights and other important information.

6709 LAH 1 7 23 19524 PAGE 1 of 5 1468 1200 A602 018Y6709

Account Number: 5478

\$209.00	09/18/2019	\$7,403.44
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Save a stamp, pay on-line.

\$



MICHAEL HUDSON
3155 MACK CIR
MC COLL SC 29570-6312

Make Payment to: SAM'S CLUB MC/SYNCB
P.O. BOX 960013
ORLANDO, FL 32896-0013

MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 08/26/2019

Visit samsclub.com/credit or Call 1-844-335-5919

Tran	Date	Post	Transaction Reference #	Description	Amount
08/02	08/02		05486806PB01S3RHW	EXXONMOBIL 48313191 SOCIETY HILL SC	\$42.00
08/03	08/03		25247806R00A4FWWEY	SMOKEY BONES 7551 FAYETTEVILLE NC	\$143.11
08/04	08/04		25415758R00AQFTZ5	MARATHON PETRO93237 BENNETTSVILLE SC	\$50.01
08/08	08/08		85213336Z01M8E49H	WALMART 001255 LAURINBURG NC EDISTO DE, NL PLY COPPERTNE GRY, NLPLYZEISHDVTBRPFUV, MC TRT T103 GUN, CASH/CREDIT RECEIVED	\$324.00
08/08	08/08		85213336Z01M8E490	WALMART 001255 LAURINBURG NC SL CLASSIC WHITE BRD, PUPPY CHOW T&C BB 36, OPP XL BOWL GREY, LD DOUBLE CHOC DONUT, DOGCHOW BEEF 50LB	\$54.54
08/14	08/14		5531020720RK97TYN	STATE FARM INSURANCE 8008566310 IL	\$594.34
08/15	08/15		553087674FY9E02QK	SHELL OIL 575279788QPS MC COLL SC	\$33.00
08/16	08/16		554295075S1GM0SRA	PAYPAL *BOWAUTOPART 4029357733 CA	\$60.00
08/16	08/16		5230186750EWW3FLE	SUNOCO 0557749900 QPS HARTSVILLE SC	\$136.00
08/17	08/17		85213337800XS6H11	ONLINE PAYMENT THANK YOU	-\$324.00
08/19	08/19		554295077S0M865HX	PAYPAL *BOWAUTOPART 4029357733 CA	-\$60.00
08/22	08/22		55283527ARBGHVE9P	TEXAS ROADHOUSE #2067 GASTONIA NC	\$31.51
08/23	08/23		15270217B0032YG7L	EBAY 800-456-3228 SAN JOSE CA	\$177.98
08/25	08/25		55429507DS0WZS2FM	PAYPAL *MCCORMACK 4029357733 MI	\$449.47
				FEEES	
				TOTAL FEES FOR THIS PERIOD	\$0.00
				INTEREST CHARGED	
08/26	08/26			INTEREST CHARGE ON PURCHASES	\$134.60
08/26	08/26			INTEREST CHARGE ON CASH ADVANCES	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$134.60

2019 Year-to-Date Fees and Interest	
Total Fees Charged	\$0.00
Total Interest Charged	\$871.30
Total Interest Paid	\$853.46

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	25.15% (v)	\$6,300.96	\$134.60
Cash Advances	N/A	28.15% (v)	\$0.00	\$0.00

Eligible card purchases may be billed under one of the following promotions: No Interest if Paid in Full within 6, 12, 18, 24 or 38 months. Under each of these promotions, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at a rate of 25.15%. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

(Continued on next page)

Eligible card purchases may be billed under one of the following promotions: No Interest for 6, 12, 18, 24 or 36 months. For each promotion, after the promotion ends, a 25.15% APR will apply. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

Did you know your World Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: www.mastercard.com/corecredit-GTB

Congratulations! As a valued Member, we would like to thank you by increasing your credit line. Take advantage of your increased purchasing power today.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

Please note that Cashier Checks and Loan Transfer Checks are not acceptable forms of tender when making your payments in Sam's Club® or Walmart®.

For more information about the Sam's Club® Mastercard® Reward Program terms, log on to www.SamsClubCredit.com or call the 24 Hour Credit Card Service phone number of the back of your card.

Interested in changing your due date for your Sam's Club® credit card account? Call the Credit Customer Service phone number, located on your billing statement and on the back of your Sam's Club® credit card, to determine eligibility and discuss available options.

MICHAEL HUDSON
 Account Number ending in 5478

Statement Closing Date 09/25/2019

Visit samsclub.com/credit or Call 1-844-335-5919

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Previous Balance as of 08/27/2019	\$7,403.44
Payments	-209.00
Purchases/Debits	+240.01
Fees Charged	+28.00
Interest Charges	+155.53
New Balance as of 09/25/2019	\$7,617.98

Credit Limit	\$7,600
Available Credit	OVERLIMIT
Cash Advance/Quick Cash Limit	\$1,520
Available Cash	OVERLIMIT
Statement Closing Date	09/25/2019
Days in Billing Cycle	30

New Balance	\$7,617.98
Total Minimum	
Payment Due	\$260.00
Overlimit Amount	\$17.98
Payment Due Date	10/18/2019

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 \$39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off 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	19 years	\$21,297.00
\$304.00	3 years	\$10,926.00 (Savings = \$10,371.00)

If you would like information about **credit counseling services**, call 1-877-302-8775.

Prior Cash Back Balance	\$76.74
5% Earned on Gas	\$7.50
3% Earned on Dining & Travel	\$0.00
1% Earned on other purchases	\$0.90
= Current Cash Back Balance	\$85.14

You have earned \$85.14

Use the Sam's Club Mastercard everywhere Mastercard is accepted and earn cash back for the things you already do.

Date	Tran	Post	Transaction Reference #	Description	Amount
08/31	08/31		55432867K5V0L4XE7	SQU*SQ *ROCKINGHAM DRA ROCKINGHAM NC	\$45.00
09/18	09/18		553165886MLWYSDMQ	BP#8290926CIRCLE K QPS SANFORD NC	\$150.01
09/19	09/19		85213338700XS6H11	ONLINE PAYMENT THANK YOU	-\$209.00
09/21	09/21		5543286885SYG7G4S	SQU*SQ *ROCKINGHAM DRA ROCKINGHAM NC	\$45.00
				FEES	
09/18	09/18			LATE FEE	\$28.00
				TOTAL FEES FOR THIS PERIOD	\$28.00
				INTEREST CHARGED	
09/25	09/25			INTEREST CHARGE ON PURCHASES	\$155.53

(Continued on next page)

Notice: We may convert your payment into an electronic debit. See Statement Disclosures link on your eServices Statement Page for details, Billing Rights and other important information.

6769 LAH 1 7 23 190925 0 PAGE 1 of 5 1468 1200 A602 01KY6709

Account Number: XXXXXXXXXXXX 5478

\$260.00	10/18/2019	\$17.98	\$7,617.98

Save a stamp, pay on-line.

\$

MICHAEL HUDSON
 3155 MACK CIR
 MC COLL SC 29570-6312

Make Payment to: SAM'S CLUB MC/SYNCR
 P.O. BOX 960013
 ORLANDO, FL 32896-0013

MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 09/25/2019

Visit samsclub.com/credit or Call 1-844-335-5919

Tran	Date	Post	Transaction Reference #	Description	Amount
				INTEREST CHARGE ON CASH ADVANCES	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$155.53

2019 Year-to-Date Fees and Interest	
Total Fees Charged	\$28.00
Total Interest Charged	\$1,026.83
Total Interest Paid	\$988.06

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	25.15% (v)	\$7,523.45	\$155.53
Cash Advances	N/A	28.15% (v)	\$0.00	\$0.00

Eligible card purchases may be billed under one of the following promotions: No interest if Paid in Full within 6, 12, 18, 24 or 36 months. Under each of these promotions, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at a rate of 25.15%. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

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MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 10/25/2019

Visit samsclub.com/credit or Call 1-844-335-5919

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Previous Balance as of 09/26/2019	\$7,617.98
Payments	-260.00
Purchases/Debits	+39.35
Interest Charges	+156.11
New Balance as of 10/25/2019	\$7,553.44
Credit Limit	\$7,600
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$1,520
Available Cash	\$0.00
Statement Closing Date	10/25/2019
Days in Billing Cycle	30

New Balance	\$7,553.44
Total Minimum Payment Due	\$232.00
Payment Due Date	11/18/2019

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 \$39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off 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	19 years	\$21,014.00
\$300.00	3 years	\$10,797.00 (Savings = \$10,217.00)

If you would like information about credit counseling services, call 1-877-302-8775.

Prior Cash Back Balance	\$85.14
5% Earned on Gas	\$0.00
3% Earned on Dining & Travel	\$0.26
1% Earned on other purchases	\$0.31
= Current Cash Back Balance	\$85.71

You have earned \$85.71

Use the Sam's Club Mastercard everywhere Mastercard is accepted and earn cash back for the things you already do.

Tran	Date	Post	Transaction Reference #	Description	Amount
10/18	10/18		85213339500XS6H15	ONLINE PAYMENT THANK YOU	-\$260.00
10/23	10/23		0543684992X59K5BT	DOLLAR GENERAL #14065 CLIQ SC	\$30.56
10/24	10/24		55432869A5SVLHFK6	ARBY'S 371 DILLON SC	\$8.79
FEES					
TOTAL FEES FOR THIS PERIOD					\$0.00
INTEREST CHARGED					
10/25	10/25			INTEREST CHARGE ON PURCHASES	\$156.11
10/25	10/25			INTEREST CHARGE ON CASH ADVANCES	\$0.00
TOTAL INTEREST FOR THIS PERIOD					\$156.11

2019 Year-to-Date Fees and Interest	
Total Fees Charged	\$28.00
Total Interest Charged	\$1,182.94
Total Interest Paid	\$1,143.59

Notice: We may convert your payment into an electronic debit. See Statement Disclosures link on your eServices Statement Page for details, Billing Rights and other important information.

6709 LAH 1 7 23 171622 PAGE 1 OF 5 1468 1200 A602 01BY6709

Account Number: [REDACTED] 5478

\$232.00	11/18/2019	\$7,553.44
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Save a stamp, pay on-line.

\$

MICHAEL HUDSON
3155 MACK CIR
MC COLL SC 29570-6312

Make Payment to: SAM'S CLUB MC/SYNCB
P.O. BOX 960013
ORLANDO, FL 32896-0013

MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 10/25/2019

Visit samsclub.com/credit or Call 1-844-335-5919

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	24.90% (v)	\$7,627.95	\$156.11
Cash Advances	N/A	27.90% (v)	\$0.00	\$0.00

Eligible card purchases may be billed under one of the following promotions: No Interest if Paid in Full within 6, 12, 18, 24 or 36 months. Under each of these promotions, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at a rate of 24.90%. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

Eligible card purchases may be billed under one of the following promotions: No Interest for 6, 12, 18, 24 or 36 months. For each promotion, after the promotion ends, a 24.90% APR will apply. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

Did you know your World Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: www.mastercard.com/corecredit-GTB

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

Payments for your Sam's Club® credit account can be made in Sam's Club or Walmart® locations using a personal check, cash or debit card. Payments can also be made online, over the phone or through the mail.

Payroll checks, balance transfer checks, money orders and other forms of payment which cannot be processed electronically are not accepted forms of payment.

Additionally, Walmart Credit Card accountholders will no longer be able to make payments on their Walmart credit card account in Sam's Club.

For more information about the Sam's Club® Mastercard® Reward Program terms, log on to www.SamsClubCredit.com or call the 24 Hour Credit Card Service phone number of the back of your card.

Interested in changing your due date for your Sam's Club® credit card account? Call the Credit Customer Service phone number, located on your billing statement and on the back of your Sam's Club® credit card, to determine eligibility and discuss available options.

MICHAEL HUDSON
Account Number ending in 5478

Visit samsclub.com/credit or Call 1-844-335-5919

Statement Closing Date 11/25/2019

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Previous Balance as of 10/26/2019	\$7,553.44
Other Credits	-29.10
Purchases/Debits	+200.00
Fees Charged	+39.00
Interest Charges	+163.65
New Balance as of 11/25/2019	\$7,926.99

Credit Limit	\$7,600
Available Credit	OVERLIMIT
Cash Advance/Quick Cash Limit	\$1,520
Available Cash	OVERLIMIT
Statement Closing Date	11/25/2019
Days in Billing Cycle	31

Prior Cash Back Balance	\$85.71
5% Earned on Gas	\$0.00
3% Earned on Dining & Travel	\$0.00
1% Earned on other purchases	\$2.00
= Current Cash Back Balance	\$87.71

New Balance	\$7,926.99
Amount Past Due	\$232.00
Total Minimum	
Payment Due	\$514.00
Overlimit Amount	\$326.99
Payment Due Date	12/18/2019

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 \$39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off 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	19 years	\$21,427.00

If you would like information about credit counseling services, call 1-877-302-8775.

You have earned \$87.71

Use the Sam's Club Mastercard everywhere Mastercard is accepted and earn cash back for the things you already do.

Notice: We may convert your payment into an electronic debit. See Statement Disclosures link on your eServices Statement Page for details, Billing Rights and other Important Information.

6709 LAM 1 7 23 191125 X PAGE 1 of 5 1468 1200 A602 01EY6709

Account Number: [REDACTED] 5478

	Amount Past Due			
\$514.00	\$232.00	12/18/2019	\$326.99	\$7,926.99

Save a stamp, pay on-line.

\$



MICHAEL HUDSON
 3155 MACK CIR
 MC COLL SC 29570-6312

Make Payment to: SAM'S CLUB MC/SYNCB
 P.O. BOX 960013
 ORLANDO, FL 32896-0013

MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 11/25/2019

Visit samsclub.com/credit or Call 1-844-335-5919

Tran	Date	Post	Transaction Reference #	Description	Amount
10/25	10/26		05230979B000036J2	X WAY RD ANIMAL HOSPIT LAURINBURG NC	\$200.00
10/29	10/29		F1468009E000AM302	STATEMENT CREDIT	-\$29.10
				FEES	
11/18	11/18			LATE FEE	\$39.00
				TOTAL FEES FOR THIS PERIOD	\$39.00
				INTEREST CHARGED	
11/25	11/25			INTEREST CHARGE ON PURCHASES	\$163.65
11/25	11/25			INTEREST CHARGE ON CASH ADVANCES	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$163.65

2019 Year-to-Date Fees and Interest	
Total Fees Charged	\$67.00
Total Interest Charged	\$1,346.59
Total Interest Paid	\$1,143.59

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	24.65% (v)	\$7,816.06	\$163.65
Cash Advances	N/A	27.65% (v)	\$0.00	\$0.00

Eligible card purchases may be billed under one of the following promotions: No Interest if Paid in Full within 6, 12, 18, 24 or 36 months. Under each of these promotions, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at a rate of 24.65%. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

Eligible card purchases may be billed under one of the following promotions: No Interest for 6, 12, 18, 24 or 36 months. For each promotion, after the promotion ends, a 24.65% APR will apply. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

Did you know your World Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: www.mastercard.com/corecredit-GTB

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

Payments for your Sam's Club® credit account can be made in Sam's Club or Walmart® locations using a personal check, cash or debit card. Payments can also be made online, over the phone or through the mail.
 Payroll checks, balance transfer checks, money orders and other forms of payment which cannot be processed electronically are not accepted forms of payment.
 Additionally, Walmart Credit Card accountholders will no longer be able to make payments on their Walmart credit card account in Sam's Club.

For more information about the Sam's Club® Mastercard® Reward Program terms, log on to www.SamsClubCredit.com or call the 24 Hour Credit Card Service phone number of the back of your card.

MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 12/26/2019

Visit samsclub.com/credit or Call 1-844-335-5919

Tran	Date	Post	Transaction Reference #	Description	Amount
12/12	12/12		8521333AV00XS6H11	ONLINE PAYMENT THANK YOU	-\$10.00
				FEES	
12/18	12/18			LATE FEE	\$39.00
				TOTAL FEES FOR THIS PERIOD	\$39.00
				INTEREST CHARGED	
12/26	12/26			INTEREST CHARGE ON PURCHASES	\$166.07
12/26	12/26			INTEREST CHARGE ON CASH ADVANCES	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$166.07

2019 Year-to-Date Fees and Interest	
Total Fees Charged	\$106.00
Total Interest Charged	\$1,512.66
Total Interest Paid	\$1,143.59

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	24.40% (v)	\$8,013.48	\$166.07
Cash Advances	N/A	27.40% (v)	\$0.00	\$0.00

Eligible card purchases may be billed under one of the following promotions: No Interest if Paid in Full within 6, 12, 18, 24 or 36 months. Under each of these promotions, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at a rate of 24.40%. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

Eligible card purchases may be billed under one of the following promotions: No Interest for 6, 12, 18, 24 or 36 months. For each promotion, after the promotion ends, a 24.40% APR will apply. If a (v) is shown after your APR in the Interest Charge Calculation section of this billing statement, the APR is a variable rate and will vary with the market based on the Prime Rate. Minimum monthly payments are required. See promotional advertising for further details.

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

Did you know your World Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: www.mastercard.com/corecredit-GTB

This is a duplicate courtesy copy of your most recent billing statement. You can still view and pay your electronic statement online.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

Payments for your Sam's Club® credit account can be made in Sam's Club or Walmart® locations using a personal check, cash or debit card. Payments can also be made online, over the phone or through the mail. Payroll checks, balance transfer checks, money orders and other forms of payment which cannot be processed electronically are not accepted forms of payment. Additionally, Walmart Credit Card accountholders will no longer be able to make payments on their Walmart credit card account in Sam's Club.

For more information about the Sam's Club® Mastercard® Reward Program terms, log on to www.SamsClubCredit.com or call the 24 Hour Credit Card Service phone number of the back of your card.

MICHAEL HUDSON
Account Number ending in 5478

Visit samsclub.com/credit or Call 1-844-335-5919

Statement Closing Date 01/26/2020

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Previous Balance as of 12/27/2019	\$8,122.06
Fees Charged	+39.00
Interest Charges	+170.25
New Balance as of 01/26/2020	\$8,331.31

Credit Limit	\$7,600
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$1,520
Available Cash	\$0.00
Statement Closing Date	01/26/2020
Days in Billing Cycle	31

New Balance	\$8,331.31
Amount Past Due	\$791.00
Total Minimum	
Payment Due	\$1,084.00
Overlimit Amount	\$731.31
Payment Due Date	02/18/2020

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 \$39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off 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	19 years	\$21,383.00

If you would like information about credit counseling services, call 1-877-302-8775.

Prior Cash Back Balance	\$0.00
5% Earned on Gas	\$0.00
3% Earned on Dining & Travel	\$0.00
1% Earned on other purchases	\$0.00
= Current Cash Back Balance	\$0.00

See how quickly your rewards can add up!

Earn cash back on purchases throughout the year!

NOTICE: We may convert your payment into an electronic debit. See reverse side for details, Billing Rights and other important information.

6709 LAH 1 7 23 200126 EX PAGE 1 of 3 1468 1200 A602 012Y6709

Detach and mail this portion with your check. Do not include any correspondence with your check.

Account Number: XXXXXXXXXXXX5478

Amount Past Due		Payment Due Date	Overlimit Amount	New Balance
\$1,084.00	\$791.00	02/18/2020	\$731.31	\$8,331.31

Payment Enclosed: Please use blue or black ink.

\$.

New address or email? Print changes on back.

MICHAEL HUDSON
 3155 MACK CIR
 MC COLL SC 29570-6312

Make Payment to: SAM'S CLUB MC/SYNCR
 P.O. BOX 960013
 ORLANDO, FL 32896-0013

MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 01/26/2020

Visit samsclub.com/credit or Call 1-844-335-5919

Tran	Date	Post	Transaction Reference #	Description	Amount
				FEES	
01/18	01/18			LATE FEE	\$39.00
				TOTAL FEES FOR THIS PERIOD	\$39.00
				INTEREST CHARGED	
01/26	01/26			INTEREST CHARGE ON PURCHASES	\$170.25
01/26	01/26			INTEREST CHARGE ON CASH ADVANCES	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$170.25

2020 Year-to-Date Fees and Interest	
Total Fees Charged	\$39.00
Total Interest Charged	\$170.25
Total Interest Paid	\$0.00

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	24.40% (v)	\$8,215.38	\$170.25
Cash Advances	N/A	27.40% (v)	\$0.00	\$0.00

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

Did you know your World Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: www.mastercard.com/corecredit-GTB

This is a duplicate courtesy copy of your most recent billing statement. You can still view and pay your electronic statement online.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

For more information about the Sam's Club ® Mastercard ® Reward Program terms, log on to www.SamsClubCredit.com or call the 24 Hour Credit Card Service phone number of the back of your card.

MICHAEL HUDSON
Account Number ending in 5478

Visit samsclub.com/credit or Call 1-866-743-8547

Statement Closing Date 02/24/2020

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Previous Balance as of 01/27/2020	\$8,331.31
Fees Charged	+39.00
Interest Charges	+163.22
New Balance as of 02/24/2020	\$8,533.53

Credit Limit	\$7,600
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$1,520
Available Cash	\$0.00
Statement Closing Date	02/24/2020
Days in Billing Cycle	29

New Balance	\$8,533.53
Amount Past Due	\$1,084.00
Total Minimum	
Payment Due	\$1,372.00
Overlimit Amount	\$933.53
Payment Due Date	03/18/2020

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 \$39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off 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	19 years	\$21,386.00

If you would like information about credit counseling services, call 1-877-302-8775.

Prior Cash Back Balance	\$0.00
5% Earned on Gas	\$0.00
3% Earned on Dining & Travel	\$0.00
1% Earned on other purchases	\$0.00
=Current Cash Back Balance	\$0.00

Didn't receive Cash Back Rewards?

To receive Cash Back Rewards you must have earned more than \$5.00 in Rewards during 2019 and your account must be in good standing.

NOTICE: We may convert your payment into an electronic debit. See reverse side for details, Billing Rights and other Important Information.

6709 LAH 1 7 23 200224 EX PAGE 1 of 3 1468 1200 A602 01EY6709

Detach and mail this portion with your check. Do not include any correspondence with your check.

Account Number: [REDACTED] 5478

Amount Past Due				
\$1,372.00	\$1,084.00	03/18/2020	\$933.53	\$8,533.53

Payment Enclosed: Please use blue or black ink.

\$

New address or email? Print changes on back.

MICHAEL HUDSON
 3155 MACK CIR
 MC COLL SC 29570-6312

Make Payment to: SAM'S CLUB MC/SYNCB
 P.O. BOX 960013
 ORLANDO, FL 32896-0013

MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 02/24/2020

Visit samsclub.com/credit or Call 1-866-743-8547

Tran	Date	Post	Transaction Reference #	Description	Amount
				FEES	
02/18	02/18			LATE FEE	\$39.00
				TOTAL FEES FOR THIS PERIOD	\$39.00
				INTEREST CHARGED	
02/24	02/24			INTEREST CHARGE ON PURCHASES	\$163.22
02/24	02/24			INTEREST CHARGE ON CASH ADVANCES	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$163.22

2020 Year-to-Date Fees and Interest	
Total Fees Charged	\$78.00
Total Interest Charged	\$333.47
Total Interest Paid	\$0.00

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	24.40% (v)	\$8,419.18	\$163.22
Cash Advances	N/A	27.40% (v)	\$0.00	\$0.00

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

Did you know your World Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: www.mastercard.com/corecredit-GTB

You have recently been unenrolled from electronic statement delivery. You may have opted to stop receiving electronic statements, or this may have occurred because of changes in your account or failure to comply with the Terms and Conditions of the electronic statement service. Please feel free to reenroll at any time.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.

For more information about the Sam's Club ® Mastercard ® Reward Program terms, log on to www.SamsClubCredit.com or call the 24 Hour Credit Card Service phone number of the back of your card.

Go green and support the environment with paperless statements! All you have to do is visit SamsClubcredit.com to sign up. Register today to start receiving your statements online.

MICHAEL HUDSON
Account Number ending in 5478

Visit samsclub.com/credit or Call 1-866-743-8547

Statement Closing Date 03/26/2020

Payments must be received by 5pm ET on due date if mailed, or by 11:59pm ET on due date for online and phone payments.

Previous Balance as of 02/25/2020	\$8,533.53
Fees Charged	+39.00
Interest Charges	+178.86
New Balance as of 03/26/2020	\$8,751.39

Credit Limit	\$7,600
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$1,520
Available Cash	\$0.00
Statement Closing Date	03/26/2020
Days in Billing Cycle	31

New Balance	\$8,751.39
Amount Past Due	\$1,372.00
Total Minimum	
Payment Due	\$1,678.00
Overlimit Amount	\$1,151.39
Payment Due Date	04/18/2020

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 \$39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off 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	18 years	\$21,434.00

If you would like information about **credit counseling** services, call 1-877-302-8775.

Prior Cash Back Balance	\$0.00
5% Earned on Gas	\$0.00
3% Earned on Dining & Travel	\$0.00
1% Earned on other purchases	\$0.00
=Current Cash Back Balance	\$0.00

See how quickly your rewards can add up!

Earn cash back on purchases throughout the year!

NOTICE: We may convert your payment into an electronic debit. See reverse side for details, Billing Rights and other important information.

6709 LAH 1 7 23 200326 EX PAGE 1 of 3 1468 T200 A602 012Y6709

Detach and mail this portion with your check. Do not include any correspondence with your check.

Account Number: XXXXXXXXXXXX 5478

	Amount Past Due			
	\$1,678.00	\$1,372.00	04/18/2020	\$1,151.39
				\$8,751.39

Payment Enclosed: Please use blue or black ink.

\$

New address or email? Print changes on back.

MICHAEL HUDSON
3155 MACK CIR
MC COLL SC 29570-6312

Make Payment to: SAM'S CLUB MC/SYNCR
P.O. BOX 960013
ORLANDO, FL 32896-0013

MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 03/26/2020

Visit samsclub.com/credit or Call 1-866-743-8547

Date	Tran	Post	Transaction Reference #	Description	Amount
				FEES	
03/18		03/18		LATE FEE	\$39.00
				TOTAL FEES FOR THIS PERIOD	\$39.00
				INTEREST CHARGED	
03/26		03/26		INTEREST CHARGE ON PURCHASES	\$178.86
03/26		03/26		INTEREST CHARGE ON CASH ADVANCES	\$0.00
				TOTAL INTEREST FOR THIS PERIOD	\$178.86

2020 Year-to-Date Fees and Interest	
Total Fees Charged	\$117.00
Total Interest Charged	\$512.33
Total Interest Paid	\$0.00

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	24.40% (v)	\$8,631.00	\$178.86
Cash Advances	N/A	27.40% (v)	\$0.00	\$0.00

We are here to support you and are working hard to ensure our Synchrony team members can continue to provide you with uninterrupted, dependable service. We encourage you to use our online and mobile servicing tools.

As COVID-19 and its impact continue to evolve and develop, we remain focused on the health and safety of our employees and our communities, as well as our commitment to you, our customers.

We are also aware that some of our customers may experience financial hardship as a result of COVID-19. If you are impacted, please contact us to discuss how we can help.

Did you know your World Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: www.mastercard.com/corecredit-GTB

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.

You have recently been unenrolled from electronic statement delivery. You may have opted to stop receiving electronic statements, or this may have occurred because of changes in your account or failure to comply with the Terms and Conditions of the electronic statement service. Please feel free to re-enroll at any time.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.

For more information about the Sam's Club ® Mastercard ® Reward Program terms, log on to www.SamsClubCredit.com or call the 24 Hour Credit Card Service phone number of the back of your card.

Go green and support the environment with paperless statements! All you have to do is visit SamsClubcredit.com to sign up. Register today to start receiving your statements online.

MICHAEL HUDSON
Account Number ending in 5478

Statement Closing Date 04/24/2020

Visit samsclub.com/credit or Call 1-866-743-8547

Date		Transaction Reference #	Description	Amount
Tran	Post			
FEES				
04/18	04/18		LATE FEE	\$39.00
			TOTAL FEES FOR THIS PERIOD	\$39.00
INTEREST CHARGED				
04/24	04/24		INTEREST CHARGE ON PURCHASES	\$171.44
04/24	04/24		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$171.44

2020 Year-to-Date Fees and Interest	
Total Fees Charged	\$156.00
Total Interest Charged	\$683.77
Total Interest Paid	\$0.00

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				(v) = variable rate
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Regular Purchases and Cash Over	N/A	24.40% (v)	\$8,643.21	\$171.44
Cash Advances	N/A	27.40% (v)	\$0.00	\$0.00

YOUR ACCOUNT IS PAST DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

As the impact of COVID-19 continues to evolve, we remain focused on the health and safety of our employees and our communities, as well as our commitment to you, our members. In an effort to further reduce the number of member touchpoints with devices, and to exercise caution during this public health crisis, we are temporarily disabling the cash-back-with-purchase functionality for the Sam's Club® Mastercard® at Sam's Club and Walmart registers. You can still use your Sam's Club Mastercard to get access to cash through ATMs or at bank branches wherever our card is accepted.

We are also aware that some of our members may experience financial hardship as a result of COVID-19. If you are impacted, please contact us to discuss how we can help.

Did you know your World Mastercard offers Mastercard ID Theft Protection. For more information about this benefit or to view the current benefits offered by Mastercard, please visit: www.mastercard.com/corecredit-IDTP

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.

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For more information about the Sam's Club® Mastercard® Reward Program terms, log on to www.SamsClubCredit.com or call the 24 Hour Credit Card Service phone number of the back of your card.

Go green and support the environment with paperless statements! All you have to do is visit SamsClubcredit.com to sign up. Register today to start receiving your statements online.

SECTION I: RATES AND FEES TABLE
SAM'S CLUB® MASTERCARD® ACCOUNT AGREEMENT

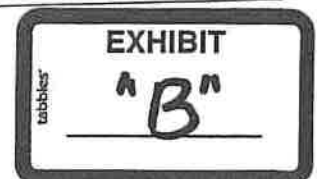
Information from Section I of the Sam's Club Mastercard® Account Agreement is provided in the accompanying Pricing Information Addendum.

SECTION II: RATES, FEES AND PAYMENT INFORMATION
SAM'S CLUB® MASTERCARD® ACCOUNT AGREEMENT

How Interest is Calculated	
Your Interest Rate	We use a daily rate to calculate the interest on the balance on your account each day. The daily rate is the applicable APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law. See accompanying Pricing Information Addendum about your specific APRs for purchases, balance transfers and Quick Cash Advances.
When We Charge Interest	Purchases. We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below. <ul style="list-style-type: none"> We will not charge you interest during a billing cycle on any purchases if: <ol style="list-style-type: none"> You had no balance at the start of the billing cycle; OR You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle. We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if: <ol style="list-style-type: none"> You had no balance at the start of the previous billing cycle; OR You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle. Balance Transfers and Cash Advances. We charge interest on your balance transfers and cash advances, and their related fees, from the date you make the transaction until you pay them in full. You cannot avoid paying interest on balance transfers or cash advances or their related fees.
How We Calculate Interest	We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases, balance transfers, cash advances and balances subject to different interest rates, plans or special promotions. See below for how this works. <ol style="list-style-type: none"> How to get the daily balance: We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. We apply fees to balance types as follows: <ol style="list-style-type: none"> late payment fees are treated as new purchases; debt cancellation fees are added proportionately to each balance; balance transfer fees are added to the balance transfer balance; and cash advance fees are added to the cash advance balance. How to get the daily interest amount: We multiply each daily balance by the daily rate that applies. How to get the starting balance for the next day: We add the daily interest amount in step 2 to the daily balance from step 1. How to get the interest charge for the billing cycle: We add all the daily interest amounts that were charged during the billing cycle. We charge a minimum interest charge in any billing cycle in which you owe interest. This charge is added proportionately to each balance type. See accompanying Pricing Information Addendum for the amount of your minimum interest charge.
How Fees Work	
Balance Transfer Fee	We will charge this fee for each balance transfer you make.
Cash Advance Fee	We will charge this fee for each cash advance you make. For ATM cash advances this fee is in addition to any fee the ATM owner may charge you for use of the ATM.
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. See the accompanying Pricing Information Addendum for the amount of the fee.

Minimum Payment Calculation

See the accompanying Variable Terms Addendum for how the total minimum payment is calculated.



Special Promotional Financing Offer Information

At times, we may offer you special financing promotions for certain transactions ("special promotions"). The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising. Below is a description of certain special promotions that may be offered:

• No Interest if Paid in Full Within 6 Months	For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to your account when the promotional purchase is made. This APR may vary with the market based on the prime rate. See the accompanying Pricing Information Addendum for your Purchase APR.
• No Interest if Paid in Full Within 12 Months	
• No Interest if Paid in Full Within 18 Months	
• No Interest if Paid in Full Within 24 Months	

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay the following (the "promotional balance") in full within the applicable promotional period: (1) the promotional purchase amount, and (2) any related optional credit insurance/debt cancellation charges. If you do not, interest will be assessed on the promotional balance from the date of the purchase. Minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

**SECTION III: STANDARD PROVISIONS
SAM'S CLUB® MASTERCARD® ACCOUNT AGREEMENT**

ABOUT THE CREDIT CARD AGREEMENT

This Agreement. This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as "you" or "your." Synchrony Bank may be referred to as "we," "us" or "our."

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from Sam's Club and Walmart locations, including online at SamsClub.com and www.walmart.com and from any merchant that accepts Mastercard credit cards or to obtain cash loans ("Quick Cash Advances") that we may offer at participating Sam's Club owned registers in Sam's Club locations. Each Quick Cash Advance may only be in the amount of \$20.00, \$40.00, \$60.00, \$80.00 or \$100.00 and may only be obtained if you are making an approved purchase with your card. No more than one cash advance may be obtained on your account each day. Quick Cash Advances will be treated as purchases for the purpose of calculating interest. You may get cash advances. You may not use your account to pay amounts you owe us on this account or any other account you have with us. From time to time, in our sole discretion, we may offer you the chance to transfer balances from your other credit card accounts to this account. Details of the terms applicable to the balance transfer will be provided with the offer.

Cash Advances. We may offer you the opportunity to get a cash advance with convenience checks that we send you. We may not honor a convenience check for any reason stated on the check. You can also get cash or make a withdrawal from any institution or ATM that accepts the card or the account. In addition, we will treat any purchase of certain cash like items as cash advances. Cash like items include for example, money order, cashier's checks, traveler's checks, electronic or wire transfers, foreign currency or other in bank transactions, tax payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds and fines.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Transaction Limits. To prevent fraud, we may limit the number or dollar amount of any type of transactions you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit and cash advance limit on your account that we may increase or decrease from time to time. If we approve a transaction that makes you go over your credit limit or your cash advance limit, we do not give up any rights under this Agreement and we do not treat it as an increase in either limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail, online or at a Sam's Club or Walmart store. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using And Sharing Your Information. We will share information about you with Sam's Club (and its affiliates). Sam's Club will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You agree to tell us right away if you change your address or phone number(s). We will contact you at the address or phone number in our records until we update our records with your new address or phone number.

Consent To Communications. You consent to us contacting you using all channels of communication and for all purposes. We will use the contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you using any communication channel. This may include text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

Telephone Monitoring. For quality control, you allow us to listen to and/or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Membership Billing/Cancellation. Your Sam's Club Membership ("Membership") fees will be charged annually to your account on or before your Membership renewal date. Your acceptance of the card constitutes your agreement to such billing. You are not required to apply and/or have an account in order to have a Membership, but you must be a member in order to apply and/or have an account. If your Membership is suspended or canceled for any reason, including but not limited to, a breach of any of the terms of the Advantage Membership Conditions and Rules of Operation, then you understand that you will not be able to use this account. In addition, if your account is 90 days or more past due, then your Membership may be suspended or canceled at Sam's Club's sole discretion.

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 965005, Orlando, FL 32896-5005. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 1-866-220-0254. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

• What claims are subject to arbitration

1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or Sam's Club if it relates to your account, except as noted below.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

• **No Class Actions**

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

• **How to start an arbitration, and the arbitration process**

1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, 1-800-778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

• **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

• **How to reject this section**

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.

**SECTION IV: OTHER IMPORTANT INFORMATION
SAM'S CLUB® MASTERCARD® ACCOUNT AGREEMENT**

This section of the agreement includes state notices, billing rights summary and rewards terms (if applicable) and is not required to be provided as part of the request for customer agreement.

SAM'S CLUB
[RTWF825104AH]
ORG RT20984 (3577K)
T&C DC
1/1/1900 - 10/2/2017

SYNCHRONY BANK
VARIABLE TERMS ADDENDUM
FOR YOUR SAM 'S CLUB MASTERCARD

Total Minimum Payment.

Your total minimum payment will be calculated as shown below. We round up to the next highest whole dollar in figuring your total minimum payment. If your new balance on your billing statement is less than the amount in section 1 below, then your total minimum payment will be equal to the new balance. Your total minimum payment will be the greater of:

1. \$28, or \$39 if you have failed to pay at least the total minimum payment due by the due date in any one or more of the prior six billing cycles, or
2. the sum of any past due amounts, 1% of the new balance shown on your billing statement, any late payment fees charged to your account in the current billing cycle, all interest charged to your account in the current billing cycle and any payment due in connection with a specific promotional purchase.

SAMS
[\$28/\$39_VTA]
Dual Card_\$28/\$39_VTA

**SYNCHRONY BANK
PRICING INFORMATION ADDENDUM
FOR YOUR SAMS CLUB® MASTERCARD® CARD ACCOUNT ENDING IN 5478**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	The APR for your purchases is the Prime Rate plus 19.65%. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	The APR for your balance transfers is the Prime Rate plus 19.65%. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	The APR for your cash advances is the Prime Rate plus 22.65%. The daily rate for cash advances is the Prime Rate plus 22.65%, times 1/365. This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 23 days after the close of each billing period. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Finance Charge	If you are charged interest, the Finance Charge will be no less than \$2.00.

SEE NEXT PAGE for more important information about your Account.

Fees	
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	<p>Either \$10 or 4% of the amount of each balance transfer, whichever is greater (maximum fee Not Applicable).</p> <p>Either \$5 or 3% of the amount of each cash advance, whichever is greater (maximum fee \$75).</p> <p>Not Applicable.</p>
Penalty Fees <ul style="list-style-type: none"> • Late Payment 	<p>Up to \$39</p> <p>The amount of the late payment fee will be equal to: (1) \$28 if you have paid at least your total minimum payment due by the due date in each of the prior six billing cycles or (2) \$39 if you have failed to pay at least the total minimum payment due by the due date in any one or more of the prior six billing cycles. However, if the late payment fee would exceed the total minimum payment for which the late payment fee is assessed, the amount of the late payment fee will instead be equal to the amount of the total minimum payment that was due.</p>

How We Will Calculate Your Balance: We use a method called "daily balance".

Variable Rate Information

The Prime Rate for a billing period is the highest bank prime loan rate as published in *The Wall Street Journal* in its Money Rates section on the last business day of the calendar month preceding the first day of the billing period.

The Periodic Rate and corresponding APRs may vary. If the Prime Rate increases, the Periodic Rates and corresponding APRs may increase, and as a result the periodic Finance Charge, Total Minimum Payment, and number of payments also may increase. Any change in the Periodic Rates will apply to your entire Account balance (unless otherwise specified in any applicable promotional offer that provides for different terms for that promotion). A change in the Prime Rate will take effect on the first day of the billing period after the change. We may select a new interest rate index if the Prime Rate is not available.

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2021CP3400228

Synchrony Bank,

Plaintiff,
vs.
Michael Hudson,

Defendant

CERTIFICATE OF MAILING

This is to certify that, pursuant to Rule 5 of South Carolina Civil Procedure, the Plaintiff's First Set of Discovery Requests consisting of the Plaintiff's First Requests for Admissions, the Plaintiff's First Interrogatories and the Plaintiff's First Request for Production of Documents, was this day served upon the Defendant in this action by mailing the Plaintiff's discovery requests, postage prepaid, to the Defendant's attorney, as follows:

Jason Scott Luck
Attorney at Law
P.O. 47
Bennettsville, South Carolina 29512

Dated: This the 15 day of February, 2022.

SESSOMS & ROGERS, P.A.

By: _____

Wesley D. Dail (S.C. Bar No. 100355)
Attorney for Plaintiff
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000
Facsimile: (919) 688-9000
Email: consumerinquiries@sessomslaw.com



STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF MARLBORO) FOURTH JUDICIAL CIRCUIT

Synchrony Bank,) No 2021-CP-34-00228
)
Plaintiff,)
)
v.)
)
Michael Hudson,)
)
Defendant.)

Defendant's Answers to Plaintiff's First Set of Requests for Admission, Interrogatories, and Requests for Production of Documents

Requests to Admit

1. You entered into a credit agreement with Synchrony Bank, the Plaintiff herein, pursuant to which, credit was extended to you, in the form of a Sam's Club affiliate credit card credit account bearing the account number ending in the last four digits XXXX-XXXX-XXXX-5478 (hereinafter, the "Account").

Answer: Defendant objects to this request as an oppressive and improper use of Rule 36, SCRPC. To the extent a response is needed in light of this objection, this request is denied.

2. The redacted copies of the Account Statements dated June 25, 2019 through April 24, 2020, which are attached to these discovery requests as the Plaintiff's Exhibit "A," are copies of the respective genuine Account Statements issued to you on the Account by the Plaintiff.

Answer: Defendant objects to this request as an oppressive and improper use of Rule 36, SCRPC. To the extent a response is needed in light of this objection, this request is denied.

3. The attached Plaintiff's Exhibit "B" is an exemplar of the Sam's Club MasterCard Account Agreement containing the terms and conditions governing the Account, including the terms and conditions governing your promise to pay (page 2 of the Account Agreement), as well as the requirement that you pay at least the minimum payment due by the payment due date (page 2 of the Account Agreement).

Answer: Defendant objects to this request as an oppressive and improper use of Rule 36, SCRPC. To the extent a response is needed in light of this objection, this request is denied.

4. You accepted and used the credit extended to you, in the form of the Account, by the Plaintiff, for the acquisition of goods, services, balance transfers or cash advances.

Answer: Defendant objects to this request as an oppressive and improper use of Rule 36, SCRPC. To the extent a response is needed in light of this objection, this request is denied.

5. The Account Statements set forth a running itemization of all amounts owed on the Account,



13. You have no factual basis for your claim that you did not, in failing to make all of the payments required on the subject account when they became due, default on your obligation to repay the full balance of the debt incurred on the Account that is the subject of this action.

Answer: Defendant objects to this request as an oppressive and improper use of Rule 36, SCRCP. To the extent a response is needed in light of this objection, this request is denied.

14. The Account Statement dated December 26, 2019, shows a payment in the amount of \$10.00 that was posted to the Account on or about December 12, 2019.

Answer: Without admitting its authenticity, relevance, or admissibility, Defendant admits said document speaks for itself.

15. As the date of August 23, 2021, the date of filing of the Plaintiffs Complaint in this action, is less than three (3) years after the date of December 12, 2019, you have no factual basis for your claim that the Plaintiff is barred from proceeding in this action by any applicable statute of limitations.

Answer: Defendant objects to this request as an oppressive and improper use of Rule 36, SCRCP. To the extent a response is needed in light of this objection, this request is denied.

16. On May 24, 2020, as a result of your failure to make the payments required on the Account, the Plaintiff declared all sums due and owing on the Account, due and payable in the amount of \$9,000.83.

Answer: Defendant objects to this request as an oppressive and improper use of Rule 36, SCRCP. To the extent a response is needed in light of this objection, this request is denied.

17. You have no factual basis for your claim that the balance set forth as due on the Account in the amount of \$9,000.83, is not a valid debt owed by you to the Plaintiff.

Answer: Defendant objects to this request as an oppressive and improper use of Rule 36, SCRCP. To the extent a response is needed in light of this objection, this request is denied.

18. You have no factual basis for your claim that the Plaintiff lacks the standing to bring and maintain this action.

Answer: Defendant objects to this request as an oppressive and improper use of Rule 36, SCRCP. To the extent a response is needed in light of this objection, this request is denied.

19. During the time period of November 25, 2019 through April 24, 2020, the Plaintiff properly provided Notice of Right to Cure to you on a monthly basis regarding the Account that is the subject of this action.

Answer: Defendant objects to this request as an oppressive and improper use of Rule 36, SCRCP. To the extent a response is needed in light of this objection, this request is denied.

20. You are indebted to the Plaintiff for the amount owed on the Account in the principal sum of \$9,000.83, as prayed for in the Plaintiff's Complaint.

account number ending in the last four digits of XXXX-XXXX-XXXX-5478 (hereinafter, the "Account"), or disputing to the Plaintiff the balance, or any portion thereof, owed on the Account that is the subject of this action.

Answer: Defendant has no documents responsive to this request, other than those provided by Plaintiff through discovery.

3. Copies of all documents that you contend support your claim that you did not enter into a credit agreement with the Plaintiff, pursuant to which, the Plaintiff extended credit to you, in the form of the Account that is the subject of this action.

Answer: Defendant has no documents responsive to this request, other than those provided by Plaintiff through discovery.

4. Copies of all documents that you contend support your claim that you did not accept and use the credit extended to you, in the form of the Account, by the Plaintiff for the acquisition of goods, services, balance transfers or cash advances.

Answer: Defendant has no documents responsive to this request, other than those provided by Plaintiff through discovery.

5. Copies of all documents that you contend support your claim that you did not, in failing to make all of the payments required on the subject account when they became due, default on your obligation to repay the full balance of the debt incurred on the Account that is the subject of this action.

Answer: Defendant has no documents responsive to this request, other than those provided by Plaintiff through discovery.

6. Copies of all documents that you contend support your claim that the balance claimed as due and owing on the subject account in the amount of \$9,000.83, is not the correct amount due and owing on the Account that is the subject of this action.

Answer: Defendant has no documents responsive to this request, other than those provided by Plaintiff through discovery.

7. Copies of all documents that you contend support your claim that the balance claimed as due on the Account in the amount of \$9,000.83, is not a valid debt owed by you to the Plaintiff.

Answer: Defendant has no documents responsive to this request, other than those provided by Plaintiff through discovery.

8. Copies of all documents that you contend support your claim that the Plaintiff is barred from proceeding in this action by any applicable statute of limitations.

Answer: Defendant has no documents responsive to this request, other than those provided by Plaintiff through discovery.

9. Copies of all documents that you contend support your claim that the Plaintiff lacks the standing to bring and maintain this action.

Answer: Defendant has no documents responsive to this request, other than those provided by Plaintiff through discovery.

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

) IN THE COURT OF COMMON PLEAS
)
) FOURTH JUDICIAL CIRCUIT

Synchrony Bank,

) No 2021-CP-34-00228

Plaintiff,

) **Affidavit of Service**

v.

Michael Hudson,

Defendant.

I certify that I have served **Defendant's Answers to Plaintiff's First Set of Requests for Admission, Interrogatories, and Requests for Production of Documents** and a copy of **Defendant's Discovery Requests to Plaintiff** by depositing them in the United States Mail, First Class, postage prepaid, on the date below to the following person(s):

Wesley D. Dail, Esq.
Sessions & Rogers, P.A.
P.O. Box 110564
Durham, NC 27709

Dated: 03/14/2022


Jason Scott Luck

Sworn to and subscribed before me
This 14th day of March, 2022

Wanda F. Davis (SEAL)
Notary's Name: Wanda F. Davis
Notary Public for: South Carolina
My Commission Expires: 11-25-2030



STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2021CP3400228

Synchrony Bank,

Plaintiff,

vs.

Michael Hudson,

Defendant

CERTIFICATE OF MAILING

This is to certify that, pursuant to Rule 5 of South Carolina Civil Procedure, a copy of the Plaintiff's Memorandum in Support of Plaintiff's Amended Motion for Summary Judgment was this day served upon the Defendant in this action by mailing a copy thereof, postage prepaid, to the Defendant's attorney, as follows:

Jason Scott Luck
Attorney at Law
P.O. 47
Bennettsville, South Carolina 29512

Dated: January 3, 2024

SESSOMS & ROGERS, P.A.

By: s/Wesley D. Dail
S.C. Bar No. 100355
Attorney for Plaintiff
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000
Facsimile: (919) 688-9000
Email: consumerinquiries@sessomslaw.com



RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of
Appeals

APPEAL FROM MARLBORO
COUNTY
Court of Common Pleas

Michael S. Holt, Circuit Court

Judge

Appellate Case No. 2024-000280

Synchrony Bank,

Appellant,

v.

Michael Hudson,

Respondent.

RECORD ON APPEAL

TAB 10

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF MARLBORO) FOURTH JUDICIAL CIRCUIT

Synchrony Bank,) No. 2021-CP-34-00228

Plaintiff,)

v.)

Michael Hudson,)

Defendant.)

Notice of Motion and Motion for Summary Judgment

To: Plaintiff, by and through its attorney Wesley D. Dail

You will please take notice that Defendant, pursuant to Rule 56, SCRPC, will move¹ before the presiding circuit court judge, on January 16, 2024, at 9:30 a.m., or as soon thereafter as counsel may be heard, at the Marlboro County Courthouse, 105 E. Main Street, Bennettsville, SC 29512, for summary judgment. Defendant would show the following in support of his motion:

1. Plaintiff filed this debt collection action on August 23, 2021.
2. Rule 3 of South Carolina’s ADR rules mandates that this action be mediated. Rule 3(a), SCADR. Rule 5 requires this action be mediated three hundred (300) days from the date of filing. Rule 5(f), SCADR.
3. In his October 11, 2023, Defendant notified the Plaintiff, and this Court, that this matter had not been mediated.
4. This matter has not been mediated as of the date of this motion.
5. This Court is empowered to dismiss this action under South Carolina’s ADR rules. Rule 10(a), SCADR. Further, this Court may also dismiss this case for Plaintiff’s failure to prosecute. *See*

¹ Plaintiffs reserve the right to supplement this motion at any time.

Don Shevey & Spires, Inc. v. American Motors Realty Corp., 279 S.C. 58, 301 S.E.2d 757 (1983) (trial court may properly dismiss an action for plaintiff's unreasonable neglect in proceeding with his cause).

6. Because there is no genuine issue of material fact as to Plaintiff's failure to comply with South Carolina's ADR rules, Defendant is entitled to judgment as a matter of law dismissing this matter.
7. Because this action cannot be refiled and served within the requisite limitations period, this dismissal should be with prejudice. *See* Rule 3(a), SCRPC; S.C. Code §§ 15-3-20 & 15-3-520.

Dated: 01/04/2024

/s/ Jason Scott Luck
Jason Scott Luck (#73676)
P.O. Box 47
Bennettsville, SC 29512
843.479.6863 (o)
843.479.7222 (f)
jason@luck.law
Attorney for Defendant

Certificate of Service

I, the undersigned, certify a copy of this document was filed with South Carolina's e-filing system on the date below, and thus served on opposing counsel on that date. *See* Rule 4(e)(3), S.C. Electronic Filing Policies and Guidelines.

Dated: 01/04/2024

/s/ Jason Scott Luck

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of
Appeals

APPEAL FROM MARLBORO
COUNTY
Court of Common Pleas

Michael S. Holt, Circuit Court

Judge

Appellate Case No. 2024-000280

Synchrony Bank,

Appellant,

v.

Michael Hudson,

Respondent.

RECORD ON APPEAL

TAB 11

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT

2021-CP-34-00228

Synchrony Bank,

Plaintiff,
vs.
Michael Hudson,

Defendant

MEMORANDUM IN
OPPOSITION TO
DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT

NOW COMES Synchrony Bank, the Plaintiff herein, by and through its undersigned counsel, and submits unto the Court its Memorandum in Opposition to Defendant's Motion for Summary Judgment. For the reasons set herein and pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, the Plaintiff shows unto the Court that the Defendant is not entitled to Summary Judgment in its favor.

STATEMENT OF FACTS

The Plaintiff's lawsuit in this action was filed with the Court on August 23, 2021, and the Defendant was properly served with copies of the Plaintiff's Summons and Complaint on September 27, 2021. Thereafter, the Defendant's Answer was filed with the Court on November 10, 2021.

On or about February 15, 2022, the Plaintiff served upon the Defendant certain written discovery requests consisting of the Plaintiff's First Requests for Admissions, the Plaintiff's First Interrogatories, and the Plaintiff's First Request for Production of Documents.

On or about March 14, 2022, the Defendant served on the Plaintiff his response to the Plaintiff's first set of discovery requests, as well as the Defendant's First Set of Discovery Requests to the Plaintiff.

On April 7, 2022, the Plaintiff served its responses to the Defendant's First Set of Discovery and filed with the Court its Motion for Summary Judgment in this action.

This matter was scheduled for a hearing on the Plaintiff's Motion for Summary Judgment on September 19, 2022. This hearing was continued at the Plaintiff's request because the counsel scheduled to attend the hearing on behalf of the Plaintiff had a conflict and was not able to appear for the Plaintiff.



As the Plaintiff was unable to retain substitute counsel in the short amount of time left before the September 19, 2022, hearing date, the Plaintiff was required to request the aforementioned continuance.

On June 20, 2023, the Plaintiff's initial Motion for Summary Judgment was heard by the Court and an Order Denying the Plaintiff's Motion was subsequently entered by the Court.

This matter was then set for a hearing date on November 13, 2023. The Plaintiff gave its consent to have this matter continued and the Defendant filed a Motion to Continue with the Court on October 11, 2023.

The Plaintiff's second Motion for Summary Judgment was filed with the Court on October 16, 2023 and on January 3, 2024 the Plaintiff filed its Amended Motion for Summary Judgment with the Court.

On January 4, 2024, the Defendant, by and through counsel, filed his Motion for Summary Judgment.

LEGAL STANDARD FOR MOTION FOR SUMMARY JUDGMENT

Under Rule 56 of the South Carolina Rules of Civil Procedure, summary judgment is properly granted when there is no genuine issue of material fact and where the moving party is entitled to summary judgment as a matter of law. See *Laurens Emergency Med. Specialists v. M.S. Baily and Sons Bankers*, 355 S.C. 104, 584 S.E.2d 375 (2003); *Fleming v. Rose*, 350 S.C. 488, 567 S.E.2d 857 (2002); *Regions Bank v. Schmauch*, 354 S.C. 648, 582 S.E.2d 432 (CT App. 2003). In determining whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the non-moving party. See *Sauner v. Public Serv. Auth.*, 354 S.C. 397, 581 S.E.2d 161 (2003); *Hendricks v. Clemson Univ.*, 353 S.C. 449, 578 S.E.2d 711 (2003).

Additionally, summary judgment is appropriately granted where the pleadings, depositions, answer to interrogatories, and admissions on file, together with any affidavits that might have been filed with the court, show that there is no genuine issues as to any material fact and that the moving party is entitled to judgment as a matter of law. See *Russell v. Wachovia Bank, N.A.*, 353 S.C. 208, 578 S.E.2d 329 (2003).

Under Rule 56(c), the party seeking summary judgment has the initial burden of demonstrating an

absence of a genuine issue of material fact. See *Regions Bank*, 354 S.C. at 659, 582 S.E.2d at 438; *Trivelax v. South Carolina Dept. of Transp.*, 348 S.C. 125, 558 S.E.2d 271 (St. App. 2001). However, once the party moving 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. See *Regions Bank*, 354 S.C. at 660, 582 S.E.2d at 438. Rather, the non-moving party must come forward with specific facts showing that there is a genuine issue for trial. See *SSI Med Servis., Inc. V. Cos*, 301 S.C. 493, 392 S.E.2d 789 (1990); *Peterson v. West American Ins., Co.*, 336 S.C. 89, 518 S.E.2d 608 (Ct. App. 1999).

ARGUMENT

1. Should the Defendant's Motion for Summary Judgment be Granted.

The Defendant argues to this Court that the Plaintiff's action should be dismissed with prejudice because there is no material fact as to the Plaintiff's alleged violation of Rule 3 and Rule 5 of South Carolina's Alternative Dispute Resolution (ADR).

Rule 3 of the South Carolina ADR sets forth as follows:

“All civil actions filed in the circuit court, all cases in which a Notice of Intent to File Suit is filed pursuant to the provisions of S.C. Code 15-79-125(A), and all contested issues in domestic relations actions filed in family court, except for cases set forth in Rule 3(b) or (c), are ***subject to court-ordered mediation*** (emphasis added), under these rules. Except for exempt cases, in all civil actions filed in the circuit court and all contested issues in domestic relations actions filed in family court, the parties may agree, in lieu of mediation, to conduct an arbitration or early neutral evaluation under these rules. The parties may select their own neutral and may mediate, arbitrate or submit to early neutral evaluation at any time.”

The Plaintiff directs the Court's attention to the operative phase “subject to court-ordered mediation.” As the Plaintiff has not received a Notice of ADR from the Court and there is no record of any such Notice of ADR for this action on the Public Index, it can be determined that the Court has decided not to order mediation in this matter. By way of illustration, the Plaintiff has attached hereto as Exhibit “1” a copy of a Notice of ADR that was issued by the Orangeburg County Court of Common Pleas that the Plaintiff received in 2023-CP-38-00064.

Additionally, Rule 4(c) of the South Carolina ADR sets forth as follows:

“In circuit court cases subject to ADR in which no Proof of ADR has been filed on the 210th day after the filing of the action, the Clerk of Court shall appoint a primary mediator and a secondary mediator from the current Roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed. A Notice of ADR appointing the mediators shall be issued upon a form approved by the Supreme Court or its designee.”

Again, then Plaintiff points out that the Court has not appointed any mediators in this action and no Notice of ADR appointing mediators has been issued by the Court.

Furthermore, Rule 10 (a) of the South Carolina ADR sets forth as follows:

“If by the time required by these rules, no Proof of ADR has been filed with the Office of the Clerk of Court and the case has not been exempted or deferred from ADR by court order, the Court may issue a Rule to Show Cause why sanctions should not be imposed...”

To the detriment of the Defendant’s Motion for Summary Judgment, the Court has not issued a Rule to Show Cause in this action.

The Defendant further claims that, on October 11, 2023, the Defendant notified the Plaintiff and the Court that this matter had not yet been mediated. The Court should note that this “Notice” is in Paragraph 2 of the Defendant’s Motion to Continue, which was ostensibly filed with the Court to continue the hearing scheduled for November 13, 2023, because the Defendant’s counsel had another hearing scheduled for that same date. The Defendant’s “notice” is not a Motion on the part of the Defendant pursuant to Rule 10(b) of the ADR, nor does the Defendant’s “notice” supplant the Court’s decision not to issue a Notice of ADR under Rule 3 of the ADR, its decision not to issue a Notice of ADR appointing mediators under Rule 4(c) of the ADR, or its decision not to issue a Rule to Show Cause in this action under Rule 10(a) of the ADR.

Furthermore, the Court should note that, as this matter has been previously scheduled for hearing on three (3) other occasions, the Defendant has had numerous opportunities to notify the Court that this matter had not been mediated prior to October 11, 2023. Prior to October 11, 2023, neither the parties to this action nor this Court had taken notice that no mediation had been held in this action. Additionally, the Plaintiff would point out that the Defendant, in his Answer, did not set forth a specific request for

mediation of this action.

Summary judgment is only appropriate when it is clear that there are no genuine issues of material fact, and the moving party is entitled to judgment as a matter of law. See *Miletic v. Wal-Mart Stores, Inc.*, 339 S.C. 327, 329 – 330 (S.C. Ct. App. 2000). The Defendant's Motion for Summary Judgment does not actually contend that there is no genuine issue of material fact as to the allegations of the Plaintiff's Complaint in this action. Namely, that the Defendant entered into a credit agreement with the Plaintiff, pursuant to which the Plaintiff extended credit to the Defendant in the form of the account that is the subject of the Complaint. That the Defendant accepted and used the credit, thus incurring balances that the Defendant is obligated to repay to the Plaintiff and that the Defendant defaulted on his obligation to repay the Plaintiff the debt owed on the Defendant's Account. Rather, the Defendant ignores the facts underlying the Plaintiff's action in order to contend that there is no genuine issue of material fact as to whether the Plaintiff participated in a mediation under the South Carolina Rules of ADR.

Under Rule 56(c), the party seeking summary judgment has the initial burden of demonstrating an absence of a genuine issue of material fact. See *Regions Bank*, and *Trivelax*, as previously notated above. The Defendant's Motion for Summary Judgment relies completely on the "material fact" of the Plaintiff's alleged failure to comply with Rules of the South Carolina ADR. The Defendant's Motion for Summary Judgment, which is solely based on unsupported allegations pertaining to a Notice of ADR which was never issued by the Court, utterly fails to demonstrate an absence of a genuine issue of material fact with regard to the Plaintiff's allegations in its Complaint and with regard to the Plaintiff's alleged failure to mediate this matter. The Defendant's Motion for Summary Judgment should therefore be denied on those grounds.

2. Has the Plaintiff Failed to Prosecute Its Action

The Defendant also argues in his Motion for Summary Judgment that the Plaintiff's action in this matter should be dismissed due to the Plaintiff's unreasonable neglect in proceeding with its prosecution of its claims in this case. Here again, the Defendant's Motion utterly fails to be persuasive. The Plaintiff has initiated this action in good faith and has taken all reasonable steps to prosecute this matter. The

Plaintiff has filed two (2) separate Motions for Summary Judgment (and has amended its second Motion for Summary Judgment), has conducted discovery in this matter and has responded to the Defendant's discovery requests. Additionally, this matter has been set for hearing in front of this court on four (4) occasions, with the Plaintiff's First Motion for Summary Judgment being heard and denied during one of those hearings. None of this can be described as "unreasonable neglect" of its obligation to properly and timely prosecute its action on the part of the Plaintiff in this matter.

Indeed, the Defendant's allegation of failure to prosecute hinges on the Plaintiff's alleged failure to comply with the South Carolina Rules of ADR, which, as set forth above, is not relevant in this matter as the Court did not issue a Notice of ADR. Therefore, the Defendant's Motion for Summary Judgment should be denied.

3. Should the Plaintiff's Complaint be Dismissed

While the Defendant titled his motion in this action a Motion for Summary Judgment, the Defendant actually argues in that Motion that the Plaintiff's Complaint in this action should be dismissed with prejudice. Additionally, in the Defendant's Answer, the Defendant did raise the affirmative defense that the Plaintiff has failed to set forth a claim upon which relief may be granted. If the Court is to dismiss the Plaintiff's Complaint, the Defendant's Motion for Summary Judgment, in the light most favorable to the Defendant, is best viewed as a Motion to Dismiss pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. Under this rule, a Complaint is subject to dismissal when it "fails to state facts sufficient to constitute a cause of action." In considering whether to grant a Motion to Dismiss, the trial court must base its ruling solely on allegations set forth in the Complaint. If the facts and inferences drawn from the facts alleged in the Complaint, when viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then the grant of a motion to dismiss for failure to state a claim is improper. See *Baird v. Charleston County*, 333 S.C. 519, 511 S.E.2d 69 (1999). Furthermore, "the question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief." *Capital City Ins. Co. v. BP Staff, Inc.*, 382 S.C. 99, 674 S.E.2d. 524, 528 (Ct. App. 2009). In determining whether a Complaint should be dismissed, the "accepted rule [is] that a complaint should not be dismissed for failure to state a claim

unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief, 355 U.S. 41, 45–46, 78 S.Ct. 99 2 L.Ed.2d 80 (1957).

However, in the Defendant's Motion for Summary Judgment, the Defendant takes absolutely no notice of the actual merits of the allegations of the Plaintiff's Complaint. Most likely this is an acknowledgement of the fact that, as set forth in the other pleadings filed in this action, the Plaintiff has more than sufficiently established the basis for its Complaint and indeed for granting Summary Judgment in the Plaintiff's favor in this action. Therefore, it can be determined that the Defendant does not actually contend in this Motion that the Plaintiff's Complaint fails to set forth a claim upon which relief may be granted. Rather, the Defendant appears to be attempting to have the Plaintiff's Complaint dismissed under Rule 10(b) of the South Carolina ADR.

As discussed above, when viewed as a Motion to Dismiss pursuant to Rule 10(b), the Defendant's Motion for Summary Judgment is still baseless and without merit. In order for the Court to grant the Defendant's Motion for Summary Judgment under Rule 10(b) of the ADR (it should be noted by the Court that the Defendant has not filed such a Motion to Dismiss), the Defendant would be asking the Court to ignore the fact that the Court did not choose to issue a Notice of ADR, did not choose to issue a Notice of ADR appointing mediators, and did not choose to issue a Rule to Show Cause. Therefore, again, the Defendant's Motion for Summary Judgment fails to set forth an absence of material fact as required under Rule 56 of the South Carolina Rules of Civil Procedure and should be denied.

CONCLUSION

Under Rule 56 of the South Carolina Rules of Civil Procedure, the Defendant's Motion for Summary Judgment has completely failed to establish an absence of material fact as to the Plaintiff's cause of action in this matter. Additionally, when viewed as a Motion to Dismiss, the Defendant's Motion has completely failed to establish a basis for dismissing the Plaintiff's Complaint under the South Carolina Rules of ADR. Therefore, the Defendant's Motion for Summary Judgment is due to be denied.

Dated: January 10, 2024.

SESSOMS & ROGERS, P.A.

By: s/Wesley D. Dail
S.C. Bar 100355
Attorney for Plaintiff
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000
Facsimile: (919) 688-9000
Email: consumerinquiries@sessomslaw.com

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

NOTICE OF ADR

Lvnv Funding LLC

2023CP3800064

PLAINTIFF(S)

Filing Date: January 18, 2023

Vs

Gus M. Browning

DEFENDANT(S)

Pursuant to the South Carolina Alternative Dispute Resolution Rules (SCADR), you are required to participate in the following methods of Alternative Dispute Resolution (ADR): mediation or arbitration (binding or non-binding); on or before 300 days from the date of filing of this action. The parties have a right to mutually agree upon the form of ADR and a neutral person(s) to conduct that ADR process. In the event the parties are unable to agree upon the form of ADR, the court hereby designates mediation as the default process of ADR. In the event the parties are unable to agree upon a mediator, the court hereby appoints

Samuel M. Mokeba, The Stanley Law Group, PA, 1418 Park Street, Columbia, SC 29201, Phone (803) 799-4700

to serve as mediator. In the event the aforementioned mediator has a conflict of interest or is unable to serve, the alternate mediator is

Edgar Warren Dickson, PO Box 1805, , Orangeburg, SC 29116-1805, Phone (803) 837-1777

The parties and/or their lawyers shall contact the court-appointed mediator directly regarding scheduling and payment of the court-mandated fee.

A Rule to Show Cause why sanctions should not be imposed may be issued in all cases that fail to file a Proof of ADR or Exemption form indicating evidence of participation in or exemption from an ADR process within 300 days from the date of filing of the action or 90 days from the date of this notice.

Date: December 29, 2023

Notice of this Order was given by First Class Mail, E-mail, Fax or by the E-Filing Notice of Electronic Filing (NEF). Pro-Se parties were notified by first class mail on 12/29/2023

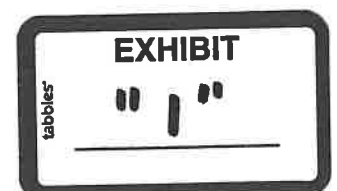
Plaintiff Attorney:

Wesley D. Dail
PO Box 110564
Durham, NC 27709

Defendant Attorney:

Gus M. Browning
3588 Neeses Hwy
Orangeburg, SC 29115

ADR Coordinator
Naudia Cunningham
(803) 533-5886
NCunningham@orangeburgcounty.org



ELECTRONICALLY FILED - 2024 Jan 10 2:41 PM - MARLBORO - COMMON PLEAS - CASE#2021CP3400228
ELECTRONICALLY FILED - 2024 Jan 02 9:50 AM - ORANGEBURG - COMMON PLEAS - CASE#2023CP3800064



Orangeburg Common Pleas

Case Caption: Lvnv Funding Llc VS Gus M. Browning
Case Number: 2023CP3800064
Type: ADR/Notice of ADR

And It is So Ordered

S/Winnifa B. Clark

Electronically signed on 2024-01-02 09:49:59 page 2 of 2

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2021CP3400228

Synchrony Bank,

Plaintiff,

vs.

Michael Hudson,

Defendant

CERTIFICATE OF MAILING

This is to certify that, pursuant to Rule 5 of South Carolina Civil Procedure, a copy of the Plaintiff's Memorandum in Opposition to Defendant's Motion for Summary Judgment was this day served upon the Defendant in this action by mailing a copy thereof, postage prepaid, to the Defendant's attorney, as follows:

Jason Scott Luck
Attorney at Law
P.O. 47
Bennettsville, South Carolina 29512

Dated: January 10, 2024

SESSOMS & ROGERS, P.A.

By: s/Wesley D. Dail
S.C. Bar No. 100355
Attorney for Plaintiff
P.O. Box 110564
Durham, North Carolina 27709
Telephone: (919) 688-1000
Facsimile: (919) 688-9000
Email: consumerinquiries@sessomslaw.com



RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of
Appeals

APPEAL FROM MARLBORO
COUNTY
Court of Common Pleas

Michael S. Holt, Circuit Court

Judge

Appellate Case No. 2024-000280

Synchrony Bank,

Appellant,

v.

Michael Hudson,

Respondent.

RECORD ON APPEAL

TAB 12

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF MARLBORO)	FOURTH JUDICIAL CIRCUIT
Synchrony Bank,)	
Plaintiff,)	No 2021-CP-34-00228
)	
v.)	Order
)	
Michael Hudson,)	
)	
Defendant.)	

This matter comes before this Court on the parties’ cross-motions for summary judgment, which were heard by this Court on January 16, 2024, at the Marlboro County Courthouse. Plaintiff argues that there is no genuine issue of material fact regarding the existence of Defendant’s debt to the Plaintiff and is entitled to judgment as a matter of law. Defendant argues that this action should be dismissed for failure to comply with South Carolina’s Alternate Dispute Resolution Rules. After considering the submissions and arguments of counsel, this Court finds and concludes as follows.

Plaintiff’s Motion for Summary Judgment

This Court finds no material change in the proof for this motion from Plaintiff’s motion for summary judgment Judge Burch denied from the bench on June 20, 2023. This Court agrees with Judge Burch and finds there are genuine issues of material fact that must be considered by the jury, not by a judge. *See* Rule 56, SCRCPP; *Kitchen Planners, LLC v. Freidman*, 440 S.C. 456, 892 S.E.2d 297 (2023). Plaintiff’s motion for summary judgment is denied.

Defendant’s Motion for Summary Judgment

As to Defendant’s motion for summary judgment, this Court will treat this as a motion for sanctions under Rule 10(b), SCADR, as that is the motion’s stated basis. *See Richland County v. Kaiser*, 351 S.C. 89, 94, 567 S.E.2d 260, 262 (Ct. App. 2002) (The substance of the relief, not the form of the motion, is what matters.). This Court would note that the summons and complaint in this

case was filed on August 23, 2021; according to South Carolina’s ADR rules, this matter “shall” be mediated within 300 days after filing. Rule 5(f), SCADR. South Carolina’s ADR rules provide for sanctions for violations of those rules without good cause. Rule 10(b), SCADR. Here, the parties have not mediated this matter in accordance with Rule 5(f) and no party has requested exemption from South Carolina’s ADR requirement. Plaintiff argues that because no ADR notice was issued by this Court or the Clerk of Court, it is excused from ADR. This argument does not constitute “good cause” – our ADR rules clearly and unambiguously mandate ADR. Rule 3(a), SCADR.

Rule 10(b), SCRCPC, provides any sanction under Rule 37(b), SCRCPC, is appropriate for violations of South Carolina’s ADR Rules. Rule 37(b)(2)(C), SCRCPC, provides authority to dismiss an action. This Court also possesses the inherent power to control its dockets and manage its affairs, including the ability to strike pleadings. *See Crestwood Golf Club, Inc. v. Potter*, 328 S.C. 201, 211-212, 493 S.E.2d 826, 832 (1997). This case, which was filed in 2021, was to be tried on November 13, 2023. Defendant’s October 11, 2023, motion to continue the trial noted, *inter alia*, that this action had not been mediated. After trial was continued, but instead of pursuing mediation the Plaintiff filed a second motion for summary judgment. This conduct is sufficiently intentional, the resolution of this matter has been sufficiently delayed, and the Defendant has been sufficiently prejudiced defending it to warrant the sanction of dismissal. Defendant’s motion is granted, and this action is dismissed. Because this action cannot be refiled and served within the requisite limitations period, this dismissal is with prejudice. *See* Rule 3(a), SCRCPC; S.C. Code §§ 15-3-20 & 15-3-520.

Accordingly, it is **ordered**, **adjudged**, and **decreed** that Plaintiff’s motion for summary judgment is **denied**, Defendant’s motion for summary judgment (treated as a motion for sanctions) is **granted**, and this action is **dismissed with prejudice**.

It is so Ordered.



Marlboro Common Pleas

Case Caption: Synchrony Bank VS Michael Hudson

Case Number: 2021CP3400228

Type: Order/Dismissal

So Ordered

s/ Michael S. Holt, 2772

RECEIVED
JAN 24 2024
By *[Signature]*

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of
Appeals

APPEAL FROM MARLBORO
COUNTY
Court of Common Pleas

Michael S. Holt, Circuit Court

Judge

Appellate Case No. 2024-000280

Synchrony Bank,

Appellant,

v.

Michael Hudson,

Respondent.

RECORD ON APPEAL

TAB 13

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM MARLBORO COUNTY
Court of Common Pleas

Michael S. Holt, Circuit Court Judge

Case No. 2021-CP-34-00228

Michael Hudson,

Respondent,

v.

Synchrony Bank,

Appellant.

NOTICE OF APPEAL

Synchrony Bank appeals the Order of Dismissal of the Honorable Michael S. Holt dated January 23, 2024. Appellant received written notice of entry of this Order of Dismissal on January 23, 2024.

February 19, 2024

s/Wesley D. Dail
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served upon the parties as listed below by the eFlex System, pursuant to the South Carolina E-Filing Policies and Guidelines Rule(e)(2), addressed as follows:

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February 19, 2024

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