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Nov 13 2025

SC Court of Appeals

**FORM 15
RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Jennifer B. McCoy, Court Judge

Case No. 2024-CP-08-
01342

South Carolina Federal Credit Union Respondent,

v.

Richard Nathaniel Thames, Appellant.

RECORD ON APPEAL

Richard Thames
PO Box 412
St Stephen, South Carolina 29479
(843) 312-0051
Appellant

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Order and Judgements

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY)	CIVIL CASE NUMBER: 2024-CP-08-01342
)	
SOUTH CAROLINA FEDERAL CREDIT UNION,)	
)	
)	
Plaintiff,)	
vs.)	
)	ORDER GRANTING JUDGMENT
THAMES HOLDINGS 7 LLC and)	AS TO THAMES HOLDINGS 7
RICHARD NATHANIEL THAMES)	LLC
A/K/A RICHARD N. THAMES,)	
)	
Defendants.)	
)	

This matter came before the undersigned after Motion and Hearing for Entry of Default and Judgment pursuant to Rule 55 of the South Carolina Rules of Civil Procedure;

IT APPEARING TO THE COURT that a verified Complaint was filed and Summons issued in this action on or about May 9, 2024, and that service of the said Summons and a copy of such Complaint was had upon named Defendant, Thames Holdings 7 LLC on May 23, 2024; and

IT FURTHER APPEARING TO THE COURT that no Answer, demurrer or other pleading have been filed by the named Defendant, Thames Holdings 7 LLC, and no extension of time to file pleadings has been requested or allowed and that the time within which pleadings may be filed has expired; and

IT FURTHER APPEARING TO THE COURT that the said named Defendant, Thames Holdings 7 LLC is not an infant or incompetent person and upon request of said Plaintiff a Default of said Defendant was duly entered according to Law; and

IT FURTHER APPEARING TO THE COURT that the Plaintiff is entitled to Judgment against named Defendant, Thames Holdings 7 LLC for the sum of \$51,234.76, plus interest at the rate of 15.50% per annum from December 28, 2023, until the date of judgment and thereafter at the judgment rate of interest until paid in full.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff have Judgment against the named Defendant, Thames Holdings 7 LLC for the sum of \$51,234.76, plus interest at the rate of 15.50% per annum from December 28, 2023, until the date of judgment and thereafter at the judgment rate of interest until paid in full.

Electronic Signature Page to Follow

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-08-01342

SOUTH CAROLINA FEDERAL CREDIT
UNION,

THAMES HOLDINGS 7 LLC, ET AL.,

PLAINTIFF(S)

DEFENDANT(S)

<p>Submitted by: Cynthia Jordan Lowery, Esq., SC Bar # 12499 Moore & Van Allen PLLC 78 Wentworth Street Charleston SC 29401</p>	<p>Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant</p>
--	--

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
SOUTH CAROLINA FEDERAL CREDIT UNION	THAMES HOLDINGS 7 LLC	\$51,234.76
If applicable, describe the property, including tax map information and address, referenced in the order:		

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

Circuit Court Judge	Judge Code	Date
For Clerk of Court Office Use Only		
This judgment was entered on the _____ day of _____, 2024, and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2024, to attorneys of record or to parties (when appearing pro se) as follows:		
Reid E. Dyer, Esq., SC Bar # 79155 Cynthia Jordan Lowery, Esq., SC Bar # 12499 Moore & Van Allen PLLC 78 Wentworth Street Charleston SC 29401		
ATTORNEY(S) FOR THE PLAINTIFF(S)	ATTORNEY(S) FOR THE DEFENDANT(S)	
	CLERK OF COURT	

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.
 This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Berkeley Common Pleas

Case Caption: South Carolina Federal Credit Union VS Thames Holdings 7 Llc ,
defendant, et al
Case Number: 2024CP0801342
Type: Order/Judgment and Form 4

So Ordered

s/Jennifer B. McCoy #2764

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY)	CIVIL CASE NUMBER: 2024-CP-08-01342
)	
SOUTH CAROLINA FEDERAL CREDIT UNION,)	
)	
)	
Plaintiff,)	ORDER OF DEFAULT
vs.)	AS TO THAMES HOLDINGS 7
)	LLC ONLY
)	
THAMES HOLDINGS 7 LLC and)	
RICHARD NATHANIEL THAMES)	
A/K/A RICHARD N. THAMES,)	
)	
Defendants.)	
)	

Pursuant to Rule 55(a) of the South Carolina Rules of Civil Procedure, the Plaintiff requests Entry of Order of Default against the named Defendant, Thames Holdings 7 LLC;

It appearing that the Defendant herein is in default for failure to plead or otherwise defend as required by Law;

NOW, THEREFORE, DEFAULT is hereby entered as against the said Defendant as provided by Rule 55 of the South Carolina Rules of Civil Procedure.

The Honorable Jennifer B. McCoy

Moncks Corner, South Carolina
_____, 2024.

Electronic Signature Page to Follow



Berkeley Common Pleas

Case Caption: South Carolina Federal Credit Union VS Thames Holdings 7 Llc ,
defendant, et al
Case Number: 2024CP0801342
Type: Order/Entry of Default

So Ordered

s/Jennifer B. McCoy #2764

Pleadings

Richard Nathaniel Thames
PO Box 412
St. Stephens SC 29479
Re: SCFCU v. Richard Nathaniel Thames
Appellate Case No. 2024-001925

6/30/2025

Dear Honorable Justices,

I am writing to respectfully appeal the decision related to my case no. 2024-CP-08-01342 (appellant case no 2024-001925), raising significant concerns regarding the conduct of SCFCU and their representatives, which I believe warrants your review.

First and foremost, I assert that the bank, SCFCU, comes to this matter with unclean hands due to their gross negligence. Specifically, their employee provided me with false information over their phone (and I assume this conversation would be recorded by the bank) regarding my obligation to repay a business loan as an individual, which led to a breach of our customer relationship. The bank failed to communicate properly with me about the debt before initiating legal proceedings, thereby neglecting their duty to inform and engage in fair communication. I was also denied a chance to bring any of this into the original hearing.

Although these issues are not directly addressed under Section 39-5-850 of the South Carolina code, certain principles of fair dealing and consumer protection are implicated. For instance, the bank employee's actions may be interpreted as soliciting a consumer to delay repayment of outstanding proceeds with the apparent purpose of increasing nonmandatory payments, which is contrary to fair lending practices.

Furthermore, under federal law, specifically 15 U.S.C. §§ 1692-1692p (the Fair Debt Collection Practices Act), the bank's employee misrepresented my legal obligations. This constitutes a violation of Section 807(2)(A), which prohibits false or deceptive representations regarding the character, amount, or legal status of any debt.

Additionally, under Section 809(a) of the FDCPA, no notice or prior attempt to collect was made by SCFCU before filing the lawsuit, which is a clear violation of the requirement to provide such notice and engage in fair debt collection procedures. This misconduct has caused undue harm and has compromised my rights as a consumer and customer of theirs.

Given these circumstances, I respectfully request that the Court review the conduct of SCFCU, consider the alleged violations, and provide appropriate relief in light of the principles of fairness and consumer protection.

Thank you for your attention to this matter. I trust that the Court will thoroughly examine the facts and uphold justice in this case.

Sincerely,
S/ Richard Thames

Court Transcript

1 STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT 9
2 COUNTY OF BERKELEY) COURT C.A NO..2024-CP-08-01342

3

4 State of South Carolina of Berkley)

5 South Carolina Federal Credit Union,)

6 Plaintiff,)

7 Versus)

8 Thames Holding,)

9 Defendant.)

10

11 H E A R I N G

12

13 DATE: September 18, 2024

14

15 LOCATION: South Carolina Circuit Court 9

16

17 JUDGE: Jennifer B. McCoy

18

19 TRANSCRIBED BY: ERIN REILLY

20

21 LEGAL EAGLE

22 Post Office Box 5682

23 Greenville, South Carolina 29606

24 864-467-1373

25 depos@legaleagleinc.com

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APPEARANCES:

Attorney for Plaintiff.

Reid E. Dyer, Esquire

Moore & Van Allen, PLLC

78 Wentworth Street

Charleston, SC 29401

Attorney for Defendant.

Richard Nathaniel Thames (Pro Se)

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EXHIBITS

[None Marked]

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH IS
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

PROCEEDINGS

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THE COURT: All right. Good afternoon, Mr. Dyer.
How are you?

MR. DYER: I'm doing well, Your Honor. How are you?

THE COURT: Good. You're the only one here for the
2:00 o'clock hearing, so looks like you've got two matters.

MR. DYER: Two matters and they're both related, Your
Honor, so.

THE COURT: Same case. Yeah. Okay. Well, let's
see. Mr. Thames or Thames, however you pronounce that, was he
noticed to be here today?

MR. DYER: He was. We mailed out the notice of
hearing to both him and Thames Holdings on September 6th.

THE COURT: Okay. Well, what I usually do is give
folks who are unrepresented, especially 15 minutes past the
notice date and time to appear. I know they changed their
website today for some reason, so --

MR. DYER: I noticed that when I tried to log in.
Yes.

THE COURT: Kind of a mess they've - it's thrown a
few people off. So, if you don't mind, we'll just wait, unless
he shows up earlier, we'll wait until 2:15 and we'll go from
there. Okay?

MR. DYER: Okay. That sounds good.

THE COURT: And I'll just -- I'll keep my eye out on

1 the attendee list. All right.

2 MR. DYER: All right. Sounds good.

3 THE COURT: Okay. All right. Looks like we've got
4 Richard, how do I pronounce your last name? Is it Thames?

5 MR. THAMES: Yeah, that's fine.

6 THE COURT: Okay. Well, how do you pronounce it?

7 MR. THAMES: Thames, Tames, Tims.

8 THE COURT: You pronounce it a different way? Okay.

9 All right. Well, can you hit, do you have a start video
10 button? That way I can see everybody. Is it working for you?

11 MR. THAMES: Is that working?

12 THE COURT: Yeah, that worked. Welcome. All right.

13 I'll let both of you tell me your name for the record. We'll
14 start with Mr. Thames. Tell me your full name please, sir?

15 MR. THAMES: Richard Nathaniel Thames.

16 THE COURT: All right.

17 MR. DYER: Good afternoon, Your Honor. Reid Dyer on
18 behalf of South Carolina Federal Credit Union.

19 THE COURT: Okay. All right. So, these are motions
20 filed on behalf of the Federal Credit Union from Mr. Dyer's
21 office. So, I'm happy to hear from Mr. Dyer first and then Mr.
22 Thames, you'll just respond after that. Okay?

23 MR. DYER: All right. Thank you, Your Honor. Just
24 very briefly, this is a collection action that's based on a
25 default under a business credit card that was issued by South

1 Carolina Federal Credit Union to Thames Holding 7 LLC. That
2 account was also guaranteed personally by Mr. Thames. Briefly
3 on the procedure, the summons and complaint were filed this
4 past May and served on both Mr. Thames and Thames Holdings by
5 Mr. Thames as its registered agent on May 23rd. Mr. Thames
6 filed an answer individually on June 24th generally denying
7 liability.

8 There's been no answer at all on behalf of Thames
9 Holdings. There also hasn't been any attorney that's made an
10 appearance on behalf of the business. As a result, the credit
11 union moved for summary judgment as to Mr. Thames and for a
12 default and default judgment as to Thames Holdings. As I told
13 you earlier before we came along, we did serve notice of this
14 hearing to both Defendants by mail on September 6th.

15 THE COURT: Okay.

16 MR. DYER: Some brief background on the facts and
17 these all come from the affidavit of Sonya Medlock, who's a
18 legal coordinator with South Carolina Federal Credit Union and
19 her affidavit was filed along with the motion for Summary
20 judgment. Thames Holdings opened a business credit card
21 account with the credit union on August 2nd, 2022. A copy of
22 that application was attached as Exhibit 1 to Ms. Medlock's
23 affidavit. The credit card account was made subject to the
24 terms of the credit union's business credit card agreement
25 which was attached as Exhibit 2 to the affidavit.

1 Additionally, Mr. Thames personally agreed to guarantee
2 payment of the LLCs obligations under the credit card account
3 under a separate guarantee agreement and that's attached as
4 Exhibit 3 to Ms. Medlock's affidavit.

5 The Defendants made charges on the account over the
6 next year eventually generating a balance of over \$50,000.
7 Unfortunately, the payments on the account went into default
8 and there have been no payments made since October, 2023. As a
9 result, the credit union accelerated the balance making the
10 full amount due. As of December 28th, 2023, the balance was
11 \$51,234 and 76 cents. Account interest continued to accrue at
12 the account rate of 15.5% thereafter. So, it -- my calculation
13 would be 51,234 plus interest at 15.5% from December 28th till
14 the date of judgment. And I do note that there have been no
15 opposing affidavits submitted by either Defendant as required
16 under Rule 56C prior to the hearing. You know, I can take up
17 the two motions individually. I think the default's probably
18 easier. There's been no answer by Thames Holdings.

19 The complaint was verified when it was filed.
20 There's a sum certain and based on that under Rule 55, you
21 know, I believe that credit union is entitled to a default
22 judgment against Thames Holdings. As to Mr. Thames and the
23 summary judgment motion, as you're well aware, the standard for
24 summary judgment under Rule 56 is that there's no issue of
25 material fact and the moving party is entitled to a judgment as

1 a matter of law. Here, there haven't been any opposing
2 affidavits or other discovery that have been submitted by Mr.
3 Thames you know, other than his denials and his answer which
4 isn't enough under the rule. You know, as a result, I don't
5 think there's an issue of fact to preclude summary judgment.
6 You know, the facts that we have clearly show that Mr. Thames
7 unconditionally and irrevocably guaranteed Thames Holdings
8 obligation under the credit card account. He failed to make
9 payment under the guarantee and that the amount owed is the
10 51,234.76 plus interest at 15.5% from December 28th. You know,
11 therefore, Your Honor, I would ask that summary judgment be
12 entered against Mr. Thames as well.

13 THE COURT: Okay. All right. Mr. Thames well, you
14 heard Mr. Dyer, this is a loan, I guess or a line of credit you
15 have with the South Carolina Federal Credit Union and both your
16 name and your LLC's name. An LLC is not allowed to appear in
17 Circuit Court without a lawyer. So, you're here today,
18 obviously, you can represent yourself just as a person. So,
19 I'm happy to hear from you. What would you like to tell me?

20 MR. THAMES: Never been in the situation before, so
21 I'm not really sure what to say but I do have quite a few
22 emails between me and the bank where I tried to make payment
23 arrangements.

24 THE COURT: Yeah.

25 MR. THAMES: And take out a new loan that would be

1 less interest and the bank -- I'm not sure what happened with
2 that worker, they just never followed through and gave me a lot
3 of horrible advice on this whole situation.

4 THE COURT: Okay. Well, you know, I don't know Mr.
5 Dyer where your client is with regard to trying to work out
6 anything. You know, sometimes people want to work out payment
7 plans, Mr. Thames sometimes they don't, you know, everybody's
8 got sort of a different policy they follow with that. I can't
9 make them do that. Okay? Nothing I do today can force them to
10 work with you, if that makes sense. All right?

11 MR. THAMES: Yeah.

12 THE COURT: They've chosen to take this path and
13 that's well within their right. Yes, sir. Mr. Dyer?

14 MR. DYER: Your Honor I would just say that, you
15 know, generally, you know, even post-judgment they're always
16 happy to, you know, try to work with their members to try to,
17 you know, to get paid off and taken care of. But, you know, as
18 of today, today my marching orders are to move forward with
19 this.

20 THE COURT: Yeah. Right. And you know, Mr. Dyer
21 works for them and he -- they're his client. So, he doesn't
22 have the authority to make them do anything right now today
23 either. So, you know, we're here, Mr. Thames is, you know,
24 this happens all the time, you know, don't feel bad that, you
25 know, it's a probably a good thing. You've never been through

1 this and you don't know how this -- what happens. But
2 basically, they're just trying to collect a judgment, which is
3 just a piece of paper that's filed here in the Court is good
4 for 10 years. You know how that affects you I can't advise
5 you. But like he said if the judgment is, you know, if you pay
6 it off, I mean, certainly it can be, you know, withdrawn or
7 dismissed later on.

8 Okay. If you do get to a point where you can make the
9 payments and pay it off, you know, it's not necessarily
10 permanent. So, if you do continue to make payment
11 arrangements, you can get it paid off, then the judgment can be
12 dissolved. Okay? But they're basically they're just here today
13 to seek that judgment, that piece of paper that's on file at
14 the Court's office.

15 MR. THAMES: I guess my major concern is the
16 judgment. Is there any risk of jail time for me?

17 THE COURT: No, sir. No, we don't put debtors in
18 jail anymore unless it has to do with child support it's a
19 different situation and that happens in family court, this is
20 not that. Okay. No. No one is going to come after your
21 arrest for this judgment. Does that help alleviate some
22 concern?

23 MR. THAMES: Oh God, yes.

24 THE COURT: Okay. Yeah. No. Absent court order
25 like child support that's the only thing-- the only time I can

1 think of somebody getting put in jail for owing money. Okay.

2 MR. THAMES: All right. And I can still try to work
3 things with a bank after this?

4 THE COURT: Absolutely. Nothing prevents them or
5 you, nothing forces them to work with you but nothing prevents
6 them from doing that either so certainly

7 MR. THAMES: I feel a lot better now.

8 THE COURT: Okay. Well, good. Well, I'm glad you
9 logged on and we could alleviate some of your concern. No,
10 this will not result in jail time for you at all and we'll --
11 I'll look for proposed orders from you, Mr. Dyer. Just get
12 those e-filed. Okay?

13 MR. DYER: Okay. Will do, Your Honor.

14 THE COURT: All right.

15 MR. DYER: Thank you.

16 THE COURT: Y'all take care. Good luck to you.

17 MR. DYER: Thank you.

18 MR. THAMES: Appreciate it.

19 THE COURT: All right.

20 [END OF HEARING]

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CERTIFICATE OF TRANSCRIBER

I, ERIN REILLY, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 9, South Carolina, on the 18th day of, September 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

April 17th, 2025

ERIN REILLY
TRANSCRIBER



Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

November 12, 2025

/s/ Richard Thames
Richard Thames
PO Box 412
St Stephen, South Carolina 29479
(843) 312-0051
Appellant

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Nov 13 2025

SC Court of Appeals