FORM 13
BRIEF OF APPELLANT

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
(In The Supreme Court)

RECEIVED
JUL 13 2026
SC Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

B. Alex Hyman, Circuit Court Judge

Case No. 2025-CP-260-7475

Chyrdonna Dean — Appellant,

v.

USAA Federal Savings Bank — Respondent.

BRIEF OF APPELLANT

Chyrdonna Dean
1509 Culbertson Avenue
Myrtle Beach, SC 29577
443-834-3854
Self-Represented Litigant

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CASES

Maybank v. BB&T (Appellate Case Docket No. 2014-001228)......................6,7,8
(Bank causing financial harm through misrepresentation and
failure to safeguard a client's funds.)

Burwell v. The South Carolina National Bank (288 S.C. 34, 340 S.E.2d 786)
....6,7,8
(Defining Legal relationship between a bank and its customer, limiting
traditional fiduciary duties but preserving paths for proving lender
negligence.)

Gibson v. Bank of America (383 S.C. 382, 680 S.E.2d 46)........................6,7,8
(Bank negligence and the mishandling of an account.)

STATUTES

S.C. Code § 39-5-10 et seq. 6,7,8
(Unfair Trade Practices Act provides a civil remedy if a bank's misconduct involves unfair or deceptive acts that cause monetary damage.)

SC Code § 36-4 6,7,8
(Banks must exercise "ordinary care" and defines the measure of damages for failure to do so.)

Uniform Commercial Code (UCC) (S.C. Code Ann. §§ 36-3-101 et seq.)....6,7,8
(In South Carolina, banking negligence is largely governed by common law and the Banks owe a duty of ordinary care to their depositors, which means they can be held liable for losses if they process unauthorized transactions.)

STATEMENT OF ISSUES ON APPEAL

1. Did the lower court err by affirming dismissal where Appellant alleged direct financial harm caused by Respondent's failure to cancel transactions after confirming they would be cancelled?

2. Did the lower court err by dismissing the case without properly considering Appellant's evidence?

3. Did the lower court err by failing to address Appellant's request for arbitration?

4. Did the lower court deny Appellant a fair opportunity to present her case when it declined to review key documents related to the dispute?

STATEMENT OF THE CASE

This case involves a banking dispute between Appellant, Chyrdonna Dean, and Respondent, USAA Federal Savings Bank.

Appellant filed this action after Respondent failed to cancel pending transactions after Appellant contacted Respondent and was told the transactions would be canceled. The transactions later processed, which caused duplicate payments, overdraft issues, loss of savings interest, and other financial harm to Appellant.

Appellant appeared before the lower court and attempted to present documents supporting her claim, including bank records, written communications, Respondent's resolution letter, and phone records showing that Appellant contacted Respondent. Appellant also requested arbitration because Respondent's account agreements included arbitration language.

The lower court dismissed the case without fully addressing the evidence or the merits of Appellant's claims. Appellant now appeals that dismissal and asks this Court to reverse the dismissal and/or remand the case for further proceedings.

STANDARD OF REVIEW

Questions of law are reviewed de novo. Factual findings are reviewed for clear error or whether they are supported by the record.

FACTS

1. On April 28, 2025, Appellant submitted a payment related to her credit card account. **Exhibit 1**

2. On May 12, 2025, Appellant received funds in the amount of $26,019.00, which she intended to use to pay her credit card balance. **Exhibit 2**

3. On May 12, 2025, Appellant made a transfer request to pay her credit card balance in the amount of $21,852.29.

4. Appellant later attempted to cancel pending transactions through Respondent's website, but she was unable to complete the cancellations online.

5. On May 13, 2025, Appellant contacted Respondent by telephone and explained that she was unable to cancel the pending transactions online.

6. During that telephone call, Respondent's employee confirmed that the transactions would be canceled. **Exhibit 3** (Verizon statement of calling the Respondent)

7. Despite that confirmation, the transactions processed. **Exhibit 4**

8. As a result, Appellant suffered financial harm, including duplicate payments, overdraft issues, loss of interest from her savings account, and an unauthorized payment amount that Appellant did not approve. **Exhibit 5**

9. Respondent later issue a resolution letter placing blame on Appellant instead of correcting the issued or acknowledging the failure to cancel the transactions. **Exhibit 6**

10. Appellant repeatedly asked Respondent to correct or remove the resolution letter because Appellant believed the letter was inaccurate and wrongly blamed her for what happened. **Exhibit 7**

11. On or about September 2, 2025, Appellant received a check from Respondent dated August 25, 2025, in the amount of $15,875.65.

12. The check did not include a written explanation. Appellant did not immediately cash the check because she was concerned Respondent may later claim that cashing the check resolved the dispute; therefore, she provided a statement under Payment Explanation. **Exhibit 8**

13. Appellant made several attempts to resolve the matter directly with Respondent before filing in court. **See Transcript, page 5 line 16-19.**

14. Appellant also requested arbitration verbally and in writing because Respondent's deposit account and credit card agreements contain arbitration provisions. **Exhibit 9 and See Transcript, page 5 line 18.**

15. Respondent did not resolve the matter or provide the documentation Appellant requested.

16. Appellant filed this case because she was unable to resolve the issue directly with Respondent.

17. At the hearing, Appellant attempted to present supporting documents, including bank statements, emails, Respondent's resolution letter, and phone records. Since the documents were originals for the lower court to review and provide them back, the lower court stated the documents will be returned if no appeal is filed.

18. Appellant believes those documents supported her claim and showed that she suffered direct financial harm from Respondent's failure to cancel the transactions.

19. The lower court did not fully consider Appellant's evidence before dismissing the case.

20. Respondent's witness did not have first-hand knowledge of the telephone call between Appellant and Respondent's employee regarding the cancellation of the transactions.

21. Appellant's requested relief was not limited to pain and suffering. Appellant requested reversal of the dismissal, further proceedings on the merits, arbitration if required, compensation for lost savings interest, correction of Respondent's resolution letter, reimbursement of court costs, and any other relief this Court finds proper.

ARGUMENTS

1. The lower court erred by dismissing the case for lack of standing.

Appellant had standing because she was directly affected by Respondent's actions.

This was not a general complaint about Respondent's business practices. Appellant alleged that Respondent failed to cancel pending transactions after confirming that the transactions would be canceled. Appellant also alleged that the transactions processed and caused her direct financial harm.

Appellant's claimed harm included duplicate payments, overdraft issues, loss of savings interest, and an unauthorized payment amount. These are direct injuries to Appellant. Because Appellant alleged a direct personal and financial injury the lower court erred by finding that Appellant lacked standing.

2. The lower Court erred by dismissing the case without properly considering Appellant's evidence.

Appellant attempted to present evidence showing what happened and why the case should proceed.

That evidence included bank records, written communications, Respondent's resolution letter, and phone records showing Appellant contacted Respondent. These documents were important because they supported Appellant's position that she attempted to cancel the transactions, contacted Respondent for help, and was told the transactions would be canceled.

The lower court dismissed the case without fully reviewing or addressing this evidence. Appellant respectfully argues that this was error because the evidence went directly to the main issue in the case.

The issue was whether Respondent failed to cancel the transactions after confirming they would be canceled and whether that failure caused Appellant financial harm. Appellant should have been allowed to have that evidence reviewed before the case was dismissed.

3. The lower court erred by failing to address Appellant's request for arbitration.

Appellant requested arbitration because Respondent's account agreements contain arbitration language.

Appellant did not waive arbitration. Appellant requested arbitration verbally and in writing before and during the court process. Respondent's attorney argued that Appellant waived arbitration, but Appellant disputes that statement.

4. Appellant was denied a fair opportunity to present her case.

The lower court did not fully review the documents before dismissing the case. Appellant respectfully argues that this prevented her from receiving a fair opportunity to present her case.

Appellant was not asking the lower court to accept her claims without proof. Appellant attempted to provide the proof she had, including bank records communications, the resolution letter, and phone records. These documents should have been reviewed before the case was dismissed.

5. Respondent should be held responsible for the actions of its employee and its banking systems.

Appellant contacted Respondent because she could not cancel the pending transactions online. Respondent's employee confirmed that the transactions would be canceled.

Respondent is responsible for its website, its banking systems, and the actions of its employees acting within the scope of their work. Appellant should be allowed to present her claim that Respondent failed to exercise reasonable care and that this failure caused her damages.

Respondent presented a witness who was a manager for the Respondent and had no first-hand knowledge of the cancellation call to be a witness to what was stated on the telephone.

CONCLUSION

For the reasons stated above, Appellant respectfully asks this Court to:

1. Reverse the dismissal of Appellant's case.
2. Allow Appellant to seek compensation for lost savings interest.
3. Require correction of Respondent's resolution letter.
4. Award reimbursement of court costs, and
5. Grant any other relief the Court finds just and proper.

Respectfully submitted,

Date: 7/7/2026

Chyrdonna Dean
1509 Culbertson Avenue
Myrtle Beach, SC 29577
443-834-3854
Self-Represented Litigant

To ensure proper credit, please return this portion with your Check or Money Order payment made payable to USAA Federal Savings Bank. DO NOT SEND CASH.

CHYRDONNA M DEAN
1509 CULBERTSON AVE
MYRTLE BEACH SC 29577-1885

USAA Credit Card Payments
PO BOX 8337
Carol Stream, IL 60197-8337

[redacted] [redacted]00000000000000002

Please detach and mail the coupon above with your payment.

USAA®

VISA SIGNATURE

Statement Closing Date 05/23/25

USAA Documents Online

Get statements faster, save paper, and reduce your risk of identity theft with USAA Documents Online. It's free, convenient, and helps us save you money. Log on to usaa.com and sign up today.

Account Number	[redacted] XXXX XXXX[redacted]
Credit limit	$35,000.00
Available credit	$35,000.00

Questions?
Visit us at www.usaa.com

Questions? Call Customer Service	(800) 531-9762
Lost or Stolen Card	(800) 531-9762

Or write us at:
PO BOX 65020, SAN ANTONIO, TX 78265-5020

Remit payment to: *USAA Credit Card Payments*
PO BOX 8337
Carol Stream, IL 60197-8337

Summary of Account Activity	
Previous Balance	$21,852.29

Payment Information
New Balance

EX 1

May 12, 2025	Alac Open Cons ALAC-OPEN-151 CONS CP ********** [redacted] Check #996324	Income	$26,019.00

EX 2

Verizon

05/13/2025	04:02 PM	TOLL-FREE ,CL	TOLL-FREE	800-531-8722	11

EX 3

May 18, 2025	USAA Credit Card USAA CREDIT CARD PAYMENT SAN ANTONIO TX	Credit Card Payment	-$21,852.29
May 17, 2025	USAA Credit Card USAA CREDIT CARD PAYMENT SAN ANTONIO TX	Credit Card Payment	-$21,852.29

EX 4

Rewards Summary USAA PREFERRED CASH REWARDS 1.5% FOR MORE INFORMATION ABOUT YOUR USAA PREFERRED CASH REWARDS 1.5%, GO TO YOUR ACCOUNT SUMMARY PAGE ON USAA.COM OR CALL (800)531-USAA(8722) MONDAY-FRIDAY 7 AM - 7 PM(CT), SATURDAY & SUNDAY 7AM - 4 PM(CT) Transactions Payments and Credits Trans Date Post Date Reference Number Description Amount 05/17 05/17 74270824A00XSZNG0 USAA CREDIT CARD PAYMENT SAN ANTONIO TX $21,852.29- 05/18 05/18 74270824A00XSZNEP USAA CREDIT CARD PAYMENT SAN ANTONIO TX $21,852.29- Total Payments And Credits For This Period $43,704.58-

USAA®

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

NOTIFICATION OF OVERDRAFT PROTECTION TRANSFER

CHYRDONNA M DEAN
MSG USA RET
1509 CULBERTSON AVE
MYRTLE BEACH SC 29577-1885

April 26, 2025

Dear Sergeant Dean,

We're committed to keeping you informed about the status of your account. We're writing to notify you that your overdraft protection was used on April 25, 2025, to help cover a transaction or transactions on your account ending in 3737.

Our records show this account didn't have enough funds available to pay the transaction or transactions. Therefore, we transferred funds from the protecting account to help cover the amount.

Overdraft Protection Transfer Overview:

Protecting account: [redacted]
Protected account:
Transfer amount:

For more information about overdraft protection, please refer to the USAA Federal Savings Bank Depository Agreement and Disclosures as well as the Frequently Asked Questions page.

Other Tools and Tips to Help Manage Finances
In addition to overdraft protection, you can log on to usaa.com and review these resources:

- **Account Alerts** — Request an alert whenever your account balance falls below an amount you have chosen by selecting "Account Messaging" or "Communication Preferences" from your Profiles & Preferences.

- **USAA Advice Center** — Go to the USAA Advice Center for a wide range of tips and tools to help you manage your finances.

- **Free USAA Budgeting Tool** — Track your spending with a personal budgeting tool or download our USAA Mobile App and use the Help button to search for "Track Money" or "My Budget."

We value your membership and thank you for allowing us to serve you.

Sincerely,

Michael Wesley

Michael Wesley
Vice President, Deposit Product Management
USAA Federal Savings Bank

EX 5

USAA
Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

NOTIFICATION OF OVERDRAFT PROTECTION TRANSFER

CHYRDONNA M DEAN
MSG USA RET
1509 CULBERTSON AVE
MYRTLE BEACH SC 29577-1885

May 20, 2025

Dear Sergeant Dean,

We're committed to keeping you informed about the status of your account. We're writing to notify you that your overdraft protection was used on May 19, 2025, to help cover a transaction or transactions on your account ending in 3737.

Our records show this account didn't have enough funds available to pay the transaction or transactions. Therefore, we transferred funds from the protecting account to help cover the amount.

Overdraft Protection Transfer Overview:

Protecting account: [redacted]
Protected account:
Transfer amount:

For more information about overdraft protection, please refer to the USAA Federal Savings Bank Depository Agreement and Disclosures as well as the Frequently Asked Questions page.

Other Tools and Tips to Help Manage Finances
In addition to overdraft protection, you can log on to usaa.com and review these resources:

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We value your membership and thank you for allowing us to serve you.

Sincerely,

Michael Wesley

Michael Wesley
Vice President, Deposit Product Management
USAA Federal Savings Bank

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

NOTIFICATION OF OVERDRAFT PROTECTION TRANSFER

CHYRDONNA M DEAN
MSG USA RET
1509 CULBERTSON AVE
MYRTLE BEACH SC 29577-1885

May 22, 2025

Dear Sergeant Dean,

We're committed to keeping you informed about the status of your account. We're writing to notify you that your overdraft protection was used on May 21, 2025, to help cover a transaction or transactions on your account ending in 3737.

Our records show this account didn't have enough funds available to pay the transaction or transactions. Therefore, we transferred funds from the protecting account to help cover the amount.

Overdraft Protection Transfer Overview:

Protecting account: [redacted]
Protected account:
Transfer amount:

For more information about overdraft protection, please refer to the USAA Federal Savings Bank Depository Agreement and Disclosures as well as the Frequently Asked Questions page.

Other Tools and Tips to Help Manage Finances
In addition to overdraft protection, you can log on to usaa.com and review these resources:

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Sincerely,

Michael Wesley

Michael Wesley
Vice President, Deposit Product Management
USAA Federal Savings Bank

USAA®

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

NOTIFICATION OF OVERDRAFT PROTECTION TRANSFER

CHYRDONNA M DEAN
MSG USA RET
1509 CULBERTSON AVE
MYRTLE BEACH SC 29577-1885

May 28, 2025

Dear Sergeant Dean,

We're committed to keeping you informed about the status of your account. We're writing to notify you that your overdraft protection was used on May 27, 2025, to help cover a transaction or transactions on your account ending in 3737.

Our records show this account didn't have enough funds available to pay the transaction or transactions. Therefore, we transferred funds from the protecting account to help cover the amount.

Overdraft Protection Transfer Overview:

Protecting account: [redacted]
Protected account:
Transfer amount:

For more information about overdraft protection, please refer to the USAA Federal Savings Bank Depository Agreement and Disclosures as well as the Frequently Asked Questions page.

Other Tools and Tips to Help Manage Finances
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We value your membership and thank you for allowing us to serve you.

Sincerely,

Michael Wesley

Michael Wesley
Vice President, Deposit Product Management
USAA Federal Savings Bank

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

NOTIFICATION OF OVERDRAFT PROTECTION TRANSFER

CHYRDONNA M DEAN
MSG USA RET
1509 CULBERTSON AVE
MYRTLE BEACH SC 29577-1885

July 26, 2025

Dear Sergeant Dean,

We're committed to keeping you informed about the status of your account. We're writing to notify you that your overdraft protection was used on July 25, 2025, to help cover a transaction or transactions on your account ending in 3737.

Our records show this account didn't have enough funds available to pay the transaction or transactions. Therefore, we transferred funds from the protecting account to help cover the amount.

Overdraft Protection Transfer Overview:

Protecting account: [redacted]
Protected account:
Transfer amount:

For more information about overdraft protection, please refer to the USAA Federal Savings Bank Depository Agreement and Disclosures as well as the Frequently Asked Questions page.

Other Tools and Tips to Help Manage Finances
In addition to overdraft protection, you can log on to usaa.com and review these resources:

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We value your membership and thank you for allowing us to serve you.

Sincerely,

Michael Wesley

Michael Wesley
Vice President, Deposit Product Management
USAA Federal Savings Bank

USAA®

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

NOTIFICATION OF OVERDRAFT PROTECTION TRANSFER

CHYRDONNA M DEAN
MSG USA RET
1509 CULBERTSON AVE
MYRTLE BEACH SC 29577-1885

July 30, 2025

Dear Sergeant Dean,

We're committed to keeping you informed about the status of your account. We're writing to notify you that your overdraft protection was used on July 29, 2025, to help cover a transaction or transactions on your account ending in 3737.

Our records show this account didn't have enough funds available to pay the transaction or transactions. Therefore, we transferred funds from the protecting account to help cover the amount.

Overdraft Protection Transfer Overview:

Protecting account: [redacted]
Protected account:
Transfer amount:

For more information about overdraft protection, please refer to the USAA Federal Savings Bank Depository Agreement and Disclosures as well as the Frequently Asked Questions page.

Other Tools and Tips to Help Manage Finances
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We value your membership and thank you for allowing us to serve you.

Sincerely,

Michael Wesley

Michael Wesley
Vice President, Deposit Product Management
USAA Federal Savings Bank

Please detach and mail the coupon at

USAA®

VISA SIGNATURE

Account Number [redacted] XXXX XXXX [redacted]

Credit limit $35,000.00

Available credit $35,000.00

Questions?

Visit us at *www.usaa.com*

Questions? Call Customer Service (800) 531-9762

Lost or Stolen Card (800) 531-9762

Or write us at:

PO BOX 65020, SAN ANTONIO, TX 78265-5020

Remit payment to: *USAA Credit Card Payments*
PO BOX 8337
Carol Stream, IL 60197-8337

Summary of Account Activity	
Previous Balance	$21,852.29
Payments 2-21,852.29 -	$43,704.58
Other Credits	$0.00
New Purchases Payment not	+ $4,983.16
New Cash Advances Authorized	+
New Balance Transfers	

On Wed, May 28, 2025 at 5:28 PM USAA <USAA.customer.service@protect.usaa.com

To ensure delivery to your inbox, please add USAA.customer.service@protect.usaa.com to your address book.

USAA

USAA SECURITY ZONE
Chyrdonna
Dean
USAA # ending in:[redacted]

Follow Up About Your Concern

Hi Chyrdonna,

We're writing in response to your concern regarding payments on your credit card account ending in [redacted], which you outlined in your email.

Our records indicate on April 28, 2025, you submitted a future dated $21,852.29 payment with an effective date of 05/18/2025. On May 13, 2025, you submitted a future dated $21,852.29 payment with an effective date of 05/17/2025. Both payments were established to be withdrawn from your USAA checking account. Your checking account has your USAA savings account as the protecting account for Overdraft Protection. On each payments effective date, the payments were processed. Both were withdrawn from your checking account and $10,952.30 was transferred from your savings account to fund the credit card payments. On May 21, 2025, I requested one payment to be reversed from your checking account. As of right now, the request has not been completed but the request can take up to 10 business days to be reviewed. If the request to return the payment is not accepted, you may contact the bank to request a credit balance refund check be mailed to you. If needed, the requests are processed within 2-3 business days from the date of your request and mailing time takes up to 10 business days.

Sergeant Chyrdonna Dean, we appreciate the opportunity to review this matter and respond to you. Should you have any additional questions, you can reach me at 54899.

We've issued the final resolution on this matter; however, if you have additional questions, we invite you to contact us.

Sincerely,

Cassandra

Cassandra

EX 6

Member Advocacy
USAA Federal Savings Bank

Bank products offered by USAA Federal Savings Bank.

Online: usaa.com

Phone: 210-531-USAA (8722) 800-531-8722 (TTY:711/TRS)

Mobile: #8722

Go Digital
Review and edit your online document preferences at usaa.com.

GO MOBILE
apps & more

Privacy Promise

USAA Federal Savings Bank, 10750 McDermott Freeway, San Antonio, Texas 78288-0544

138908-0525

From: Chyrdonna Dean SMTP:mspennydean@gmail.com
To: USAA; Chyrdonna Dean; EXECUTIVE COMMUNICATIONS
CC:
Subject: DEAN 012373620 EXTERNAL: Re: Response to Your Concern
Received: 5/29/2025 11:43:23 AM

This Message Is From an External Sender

Use added caution when reviewing emails from external sources. For a list of red flags and more information about this message, please visit go/security/.

To: Executive Director/CEO
Cassandra, Member Advocacy, USAA Federal Savings Bank

On May 29, 2025, I received your email dated May 28, 2025 with the time of 5:28pm, Subject: Follow Up About Your Concern. Please see the following of what you stated and my responses to what you stated:

1. You Stated: "We're writing in response to your concern regarding payments on your credit card account ending in [redacted], which you outlined in your email."

My Response: You are not writing in response to my concern, which is stated below because I had concerns (plural) about my credit card account, checking account and savings account and you did not address my checking and savings accounts and you did not fully address my credit card account. I outlined each account in all of my emails that I sent to the Executive Director/CEO and spoke with Advocate and CEO officials. I left you 3 voice messages with no response. Also, I was told that you will contact me verbally to talk about my concerns, but instead you sent an email with your resolution not ours to know for sure by speaking with me to have an understanding of what is in writing to make sure it is correct.

2. You Stated: Our records indicate on April 28, 2025, you submitted a future dated $21,852.29 payment with an effective date of 5/18/2025. On May 13, 2025, you submitted a future dated $21,852.29 payment with an effective date of 05/17/2025. Both payments were established to be withdrawn from your USAA checking account. Your checking account has your USAA savings account as the protecting account for Overdraft Protection. On each payment effective date, the payments were processed. Both were withdrawn from your checking account and $10,952.30 was transferred from your savings account to fund the credit card payments."

My Response: What you failed to add is that when I deposited 26,019.00 to cover my credit card payment of 21,852.29 that was indicated when I went online to schedule a payment and no more, which the total amount on my credit card was paid and that is why there is a credit on my credit card account for 16,869.13, which should not have been if your employee that I spoke with to help me removed the 21,852.29 coming from savings because it was going to come from checking to pay credit card account. However, you stated nothing about me speaking with an employee that stated she will take care of it in cancelling the 21,852.29 coming from savings to checking to pay credit card because I did not know how to do it. If she did her job correctly, we would not have this problem and it is obvious you did not complete your review to come up with your resolution. Ask yourself this question. Does it make sense to make 2 payments to a credit card of the same amount or Does it make sense to speak with a representative because you do not know how to cancel a savings account payment going to the checking account to make sure only one payment comes out and that is from your

EX 7

checking that has 26,019.00 prior to the due date.

3. You Stated: "On May 21, 2025, I requested one payment to be reversed from your checking account."

My Response: This statement is untrue. I requested to remove that payment from savings to checking to pay the credit card when I deposited 26,019.00 on May 12, 2025 from checking, because payment is due May 18, 2025. Why would I ask to reverse it after payment is due when I deposited the money to cover it before or is this something you are stating to cover USAA?

4. You Stated: "As of right now, the request has not been completed but the request can take up to 10 business days to be reviewed."

My Response: I brought this to USAA attention May 18, 2025 through May 27, 2023 when I made my last statement of taking this matter to court because no one had spoken with me to get this matter resolved even speaking with Advocate Stephanie who said she would get back with me and never did. You, I left 3 voice messages for you with no return call even though I spoke with a CEO representative and he said he knew you, you were good and he was going to leave you a message to contact me, but you failed. I sent many emails with no response to my emails. This matter could have been completed if USAA employees did their job.

5. You Stated: "If the request to return the payment is not accepted, you may contact the bank to request a credit balance refund check be mailed to you."

My Response: I want my credit card account, checking account and savings account corrected and since you all have taken this long, I am not going to be penalized for something you all didn't do and do not want to address, but put the blame on me not to have your employee blamed for not doing her job in removing that deposit from savings to checking in the amount of 21,852.29.

6. You Stated: "If needed, the requests are processed within 2-3 business days from the date of your request and mailing time takes up to 10 business days."

My Response: Since USAA employee caused the problem in not cancelling the savings transaction of 21,852.29 going into my checking account to pay my credit card as requested and as she stated she would do it and USAA employees not contacting me to fix this matter with all my emails, voice messages and telephone calls, this falls on USAA and I will not have any timeframe to do anything because USAA should have taken care of this when I requested May 12, 2025 with a representative on the telephone.

7. You Stated: "Sergeant Chyrdonna Dean, we appreciate the opportunity to review this matter and respond to you."

My Response: You did not review this matter or else you would have known your employee was supposed to have canceled the 21,852.29 transaction from savings to checking and this action affected my checking and savings account for action to be corrected.

8. You Stated: "We've issued the final resolution on this matter; however, if you have additional questions, we invite you to contact us."

My Response: I have contacted "us" and "us" have not contacted me in 11 days to include you. How can you issue the final resolution on this matter when you do not have everything corrected to issue a final notice. But it is clear to me that USAA is not going to take responsibility for their employee(s) actions throughout this process with me trying to work with USAA to resolve it because when you resolve an issue, all parties are involved to agree that the resolution is correct and in this case, your resolution is not correct; therefore, unless you are going to correct this matter to resolve it going back to what your employee failed to do in stopping that payment that resulted in this matter, I will see you in court.

Please let me know what you want to do and if you want to resolve it the right way with the correct information then contact me and USAA will have to refund me the 80.00 court fee and gas in getting to and from the court because going to court USAA left me no choice because USAA failed to get this matter resolved in 11 days of me reaching out for help of changing my accounts without my approval.

Chyrdonna Dean
443-834-3854
mspennydean@gmail.com

On Wed, May 28, 2025 at 5:28 PM USAA <USAA.customer.service@protect.usaa.com> wrote:

To ensure delivery to your inbox, please add USAA.customer.service@protect.usaa.com to your address book.

USAA

USAA SECURITY ZONE
Chyrdonna
Dean
USAA # ending in:[redacted]

Follow Up About Your Concern

Hi Chyrdonna,

We're writing in response to your concern regarding payments on your credit card account ending in [redacted], which you outlined in your email.

Our records indicate on April 28, 2025, you submitted a future dated $21,852.29 payment with an effective date of 05/18/2025. On May 13, 2025, you submitted a future dated $21,852.29 payment with an effective date of 05/17/2025. Both payments were established to be withdrawn from your USAA checking account. Your checking account has your USAA savings account as the protecting account for Overdraft Protection. On each payments effective date, the payments were processed. Both were withdrawn from your checking account and $10,952.30 was transferred from your savings account to fund the credit card payments. On May 21, 2025, I requested one payment to be reversed from your checking account. As of right now, the request has not been completed but the request can take up to 10 business days to be reviewed. If the request to return the payment is not accepted, you may contact the bank to request a credit balance refund check be mailed to you. If needed, the requests are processed within 2-3 business days from the date of your request and mailing time takes up to 10 business days.

Sergeant Chyrdonna Dean, we appreciate the opportunity to review this matter and respond to you. Should you have any additional questions, you can reach me at 54899.

We've issued the final resolution on this matter; however, if you have additional questions, we invite you to contact us.

Sincerely,

Cassandra

Cassandra

From: Chyrdonna Dean SMTP:mspennydean@gmail.com
To: EXECUTIVE COMMUNICATIONS; Chyrdonna Dean
CC:
Subject: DEAN 012373620 EXTERNAL: Fwd: Response to Your Concern
Received: 5/29/2025 11:58:54 AM

This Message Is From an External Sender

Use added caution when reviewing emails from external sources. For a list of red flags and more information about this message, please visit go/security/.

To: Executive Director/CEO,

I am sending your office the following to let you know Cassandra, Member Advocacy sent me an email, I responded, but it did not go to the email address she sent the email to get to me. However, I did send my response to your office at the same time, so you do have a copy.

If Cassandra is going to make the statement "if you have additional questions, we invite you to contact us." Not her directly and she is the one who wrote the email and supposed to resolve the matter with me, we will continue going down a dead road with nothing being resolved. I will let the judge decide after dealing with how you allow Cassandra to cover up your employee that caused the problem and have my accounts change as if it was my fault.

Please, do not make any changes to my accounts and do not move forward with a false resolution, thank you.

Chyrdonna Dean
443-834-3854
mspennydean@gmail.com

---------- Forwarded message ---------
From: <ooo@usaa.com>
Date: Thu, May 29, 2025 at 12:43 PM
Subject: Re: Response to Your Concern
To: <mspennydean@gmail.com>

Your response was sent to a USAA e-mail address that is not set up to receive messages. Contact Us on www.usaa.com, or if you prefer, call 1-800-531-USAA (8722).

Thank you,
USAA

Gmail

Chyrdonna Dean <mspennydean@gmail.com>

Re: Response to Your Concern

4 messages

ooo@usaa.com <ooo@usaa.com> Thu, May 29, 2025 at 12:43 PM
To: mspennydean@gmail.com

Your response was sent to a USAA e-mail address that is not set up to receive messages. Contact Us on www.usaa.com, or if you prefer, call 1-800-531-USAA (8722).

Thank you,
USAA

Chyrdonna Dean <mspennydean@gmail.com> Thu, May 29, 2025 at 12:57 PM
To: EXECUTIVE COMMUNICATIONS <executivecommunications@usaa.com>, Chyrdonna Dean <mspennydean@gmail.com>

To: Executive Director/CEO,

I am sending your office the following to let you know Cassandra, Member Advocacy sent me an email, I responded, but it did not go to the email address she sent the email to get to me. However, I did send my response to your office at the same time, so you do have a copy.

If Cassandra is going to make the statement "if you have additional questions, we invite you to contact us." Not her directly and she is the one who wrote the email and supposed to resolve the matter with me, we will continue going down a dead road with nothing being resolved. I will let the judge decide after dealing with how you allow Cassandra to cover up your employee that caused the problem and have my accounts change as if it was my fault.

Please, do not make any changes to my accounts and do not move forward with a false resolution, thank you.

Chyrdonna Dean
443-834-3854
mspennydean@gmail.com
[Quoted text hidden]

Chyrdonna Dean <mspennydean@gmail.com> Fri, Jun 13, 2025 at 1:16 PM
To: EXECUTIVE COMMUNICATIONS <executivecommunications@usaa.com>, Chyrdonna Dean <mspennydean@gmail.com>

To: Executive Director/CEO,

Re: Issues with Credit Card Account, Savings Account and Checking Account

Your office is aware of the issues I am having with my credit card account, savings account and checking account. Cassandra submitted a Resolution letter without speaking with me and the letter is incorrect blaming me for the error and not USAA employee who told me on the telephone that she will stop a transfer I submitted from my Savings account to my Checking account to pay my Credit Card balance that was due because I did not know how to do it. Come to find out, she failed, which created the problem I am facing with my accounts.

Stephanie was supposed to review the case and get back with me, but she failed. I have submitted written information and made telephone calls, but no one contacted me to resolve the issue within 11 days; therefore, I filed a case in court because USAA was not taking me seriously with my accounts. Cassandra was supposed to contact me, I left her 3 messages, and she failed. What she did was submitted a Resolution letter without speaking with me and blaming me for the problems with my accounts and stated that the telephone conversation with me and the employee from Savings was not recorded, which I do not know if she is telling the truth or not because as far as I am aware, all calls are recorded. I told her what happened over and over and she told me the opposite.

While I was traveling last week, I received a telephone call from one of your employees. I told her I was on travel and that I will review the Resolution letter, have an attorney review it and get back with her. When I returned home, I contacted USAA, and an employee stated she would send a message, but I have not heard from anybody as of this email. I am willing to resolve this matter, but because I gave USAA opportunities to resolve it and they failed, I had to pay 80.00 to file this matter in court to get my accounts corrected.

If you are willing to correct my accounts, put 21,852.29 back into my Savings as what should have happened if the employee did her job, only charge my credit card the balance that was due June 2025 not the full amount charge, making my credit card have a credit of 16...., with my checking account having a balance prior to the action because 26,019.00 was deposited in my checking account instead of overdrafts and pay the 80.00 that I have to pay for no fault of myself, I will cancel court. If your employee did her job, this would not have happened. I believe the last person that I spoke with was Mauricio or Cassandra and I heard a new person is Maria for me to speak with.

Please let me know your decision because I am not changing anything on my accounts until I get this matter taken care of, thank you.

Chyrdonna Dean
443-834-3854
mspennydean@gmail.com

This matter involves my credit card account, savings account and my checking account of a USAA employee from Savings stated she will stop a transfer in the amount of 21,852.29, because I did not know how to do it and I had the money in my checking account to cover the cost, but she failed that resulted in issues with my credit card, savings and checking accounts having other employees not contacting me as stated, and not contacting me when leaving voice messages up to 11 days having me to file a case in court because nobody would resolve the issue I was having until last week when I received a Resolution letter, which was incorrect and I stated that in writing. I have sent emails and made telephone conversations, with no response after

[Quoted text hidden]

Chyrdonna Dean <mspennydean@gmail.com> Wed, Jun 18, 2025 at 3:13 PM
To: EXECUTIVE COMMUNICATIONS <executivecommunications@usaa.com>, Chyrdonna Dean <mspennydean@gmail.com>

To: Executive Director/CEO,

This is a follow up on my email dated June 13, 2025, to see if someone is going to assist me with my account to get it back in order the right way or not. Please advise, thank you.

Chyrdonna Dean
443-834-3854
mspennydean@gmail.com

[Quoted text hidden]

USAA®

USAA Federal Savings Bank
10750 McDermott Fwy
San Antonio TX 78288-0544

JPMorgan Chase Bank N.A.
Dallas,TX

88-88/1113

DATE	
08/25/2025	0017888117

FIFTEEN THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 65/100 DOLLAR **$15,875.65

Pay To The Order Of: CHYRDONNA M DEAN

LOB: FSB

PAYMENT EXPLANATION: My money on my credit card Account for a credit the bank sent me a check in the amount of 15,875.65 without my Request or Approval.

VOID 180 DAYS FROM ISSUE DATE

Minnie Hinds

Authorized Signature

⑈0017888117⑈ ⑆111300880⑆ 789892551⑈

Deposit 10,

EX 8

October 10, 2025

To: Executive Director/CEO

Subject: Request an Explanation for Checks Received

Dear Executive Director/CEO:

This letter is to request information regarding the following paper checks I received via mail:

Check #1:

Check dated 08/25/2025 with #0017888117 received on 09/02/2025 for $15,875.65 with no explanation on the check under Payment Explanation and under Explanation of Payment on the portion that states Retain the Top Portion for Your Records.

On 09/02/2025, I called and spoke with Lorea (Checking), transferred to Charletta (Insurance), transferred to LaShanda (Credit Card) and transferred to Courtney (Checking) (names maybe misspelled) for an explanation and I was told I received it because a credit on my credit card. I requested to have that explanation in writing since it was not under Explanation on the check and the top portion of the check where it states Retain the Top Portion for Your Records, and I did not receive it.

On 09/12/2025, I called and spoke with Ervin, Lizzi and Ammanda (names maybe misspelled), and they stated it was a credit amount on my credit card that they had to send to me. I asked then why not have an explanation entered on the check and the top portion of the check and I could not get an answer. I do not know if this information is correct; therefore, I want something in writing that states the reason or explanation for the check and I have a right to know in writing the explanation since it is not listed on the check or above it.

Check #2:

Check dated 09/18/2025 with #0019744390 received on 10/09/2025 via mail for $325.00 with a number of 2025-12-22 on the check under Payment Explanation and 2025-12-22 adding the number 1 under Explanation of Payment listed on the area above the check under Retain the Top Portion for Your Records.

On October 10, 2025, I called and spoke with Eaton (Checking) transferred to Molinda and she transferred me to Bo (Resolution) when I requested to speak with a supervisor (names maybe misspelled). All employees stated what the letter stated in providing me with no information regarding the which dispute and the reason based on my dispute I was given this amount since I have never received any funds regarding disputes or complaints I filed in the past. I want to know which dispute I filed to be provided with a check because the numbers that are listed under Explanation does not provide the information I am requesting with words. I have a right to know in writing the explanation since it is not listed on the check or above it in words. In order for you to provide a check, you had to know about the dispute and approve the dispute for a check.

Also, I will need that information if per your letter I want to request additional compensation.

I have both checks and I am not cashing either check until I find out in writing an explanation of the checks not to be related to my complaint about (1) employee confirming to remove a transaction and failed causing a loss of interest and overpayments, (2) taking more money from my account than what I approved to pay my credit card payment, (3) making a double payment to my credit card payment, (4) stating you do not make changes to online transactions, (5) not communicating with me to prevent double payment, (6) stating even though this is your website, you do not take action to assist a member with your website.

Since you stated in your letter with the check dated 9/18/2025 that "We're committed to our core value of service, loyalty, honesty and integrity then please provide me with an explanation of the checks, so I can see per your letter if "Additional Compensation is warranted for one of the checks in order to complete it by December 22, 2025 and to cash both checks, thank you.

Chyrdonna Dean
443-834-3854
mspennydean@gmail.com

Gmail

Chyrdonna Dean <mspennydean@gmail.com>

Kudos

1 message

Chyrdonna Dean <mspennydean@gmail.com> Wed, Jun 18, 2025 at 5:34 PM
To: EXECUTIVE COMMUNICATIONS <executivecommunications@usaa.com>, Chyrdonna Dean <mspennydean@gmail.com>

To: Executive Director/CEO,

This email is not a complaint, but one to provide kudos to Ms. Kizzya, Credit Card Dispute office.

I received a message stating that I have a document to review. I went online, made a copy of the document, reviewed it, did not understand it, and called the USAA Credit Card office to explain the letter.

I informed the representative the reason for the call of the letter dated June 17, 2025, regarding Changes to your Credit Card Agreement to understand it. She informed me that I opt to have arbitration, and I stated that I would like to speak with someone in arbitration to schedule it to resolve my issue with my credit card, checking and savings accounts. I was on the telephone for a good while with her then she stated she will transfer me to someone in arbitration when it was the Credit Card Dispute office where I spoke with Ms. Kizzya.

Ms. Kizzya was very professional, polite, patience, caring, understood the problem and try to assist me to get the whole picture resolved not just one part since it was no fault of my own, but an employee that failed to stop the transfer and payment making 2 payments with the same amount to my credit card, losing interest from savings and many overdrafts from checking.

I felt really good at the end of our call and for Ms. Kizzya way of taking care of me as a member, you should do one of three things for her: (1) give her a day off, (2) give her a bonus, or (3) pay for a cruise for us to go on for the work and time she put into this issue having me to feel good at the end of the call even though the issue is not resolved.

I request someone to have this matter that has been going on for weeks resolved the right way, and if so, because I paid $80.00 court fee for not getting the help and even mentioned if I do not get help, I was going to file a case in court and still I received no help after 11 days to resolve the matter, so I filed a case in court. As of today, the matter is still not resolved and I am willing to resolve this matter with my money.

If you are willing to get this matter resolved, please contact me, thank you.

Chyrdonna Dean
443-834-3854
mspennydean@gmail.com

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Note:

Brief of Appellant, Transcript Request Form, Court of Common Pleas, Court of Common Pleas Receipt, Judgment in Civil Case all show Case No.: 2025-CP-260-7475 of Respondent with the exception of Transcript of Record shows Case No.: 2025-CP-26-6685 of an old case number with Colonial Van Lines and the Respondent.

CERTIFICATE OF SERVICE

I hereby certify that on this 7 day of July, 2026, I mailed a copy of this Brief of Appellant via United States Postal Service first-class mail to:

Carson S. Phillips
c/o USAA Federal Savings Bank
Bradley Arant Boult Cummings LLP
1819 5th Avenue N.
Birmingham, AL 35203

RECEIVED
JUL 13 2026
SC Court of Appeals

Date: 7/7/2026

Name: Chyrdonna Dean

Signature:

C. Dean
1509 Culbertson Ave
Myrtle Beach, SC 29577

Retail

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The South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

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JUL 13 2026
SC Court of Appeals