

CERTIFIED COPY

AMENDED NOTICE OF APPEAL IN A CIVIL CASE

2026 AUG 17 PM 4:09

2026 AUG 17 PM 4:03

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
Clerk of Court
DORCHESTER COUNTY

CLERK OF COURT
DORCHESTER COUNTY

RECEIVED

Aug 19 2026

SC Court of Appeals

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS

R. Kirk Griffin, Circuit Court Judge

Case No. 2025CP1802897

Nelson L. Bruce,

Appellant/Plaintiff,

v.

Credit Karma, LLC; Intuit Inc.; and
Unknown Does 1-100, et al.,

Respondent/Defendant.

AMENDED NOTICE OF APPEAL

PLEASE TAKE NOTICE that Appellant Nelson L. Bruce appeals to the South Carolina Court of Appeals from:

1. The Order of the Dorchester County Court of Common Pleas affirming the Dorchester County Magistrate Court's dismissal with prejudice, entered by the Honorable R. Kirk Griffin on May 5, 2026 (Exhibit A); and
2. The Order of the Dorchester County Court of Common Pleas denying Appellant's motion to alter or amend under Rule 59(e), entered by the Honorable R. Kirk Griffin on July 7, 2026 (Exhibit B).

The underlying order was entered by the Honorable Juliana Stewart, Magistrate Judge, in Dorchester County Magistrate Court Civil Action No. 2025CV1810304556, on November 18, 2025. See...Exhibit C.

This Amended Notice of Appeal is filed to identify the proper reviewing court and the

orders from which Appellant seeks appellate review. It supersedes the prior notice to the extent necessary to correct or clarify the appellate filing as appellant thought that since the court of Common Pleas was the court of which the matter was appealed to from the Magistrate court that the supreme court was required to review the decision of the common pleas court under a writ of certiorari. (See...Exhibit D). This amended notice of appeal is being filed to correct that deficiency.

Respectfully Presented,

Date: August 17th, 2026



Nelson L. Bruce, Plaintiff/Appellant
144 Pavilion Street
Summerville, South Carolina 29483
Telephone: (843) 437-7901
Email: leonbruce81@yahoo.com

CERTIFICATE OF SERVICE

I certify that on August 17th, 2026, I served a true and correct copy of this Amended Notice of Appeal and accompanying exhibits upon counsel for Respondent(s) by depositing a copy in the United States Mail via the United State Postal Service with proper postage affixed, and by electronic service where permitted:

Drew Hamilton Butler, Esquire
Richardson, Plowden & Robinson
235 Magrath Darby Boulevard, Suite 100
Mount Pleasant, South Carolina 29464

RECEIVED

Aug 19 2026

SC Court of Appeals

Nelson L. Bruce

Nelson L. Bruce, Plaintiff/Appellant
144 Pavilion Street
Summerville, South Carolina 29483
Telephone: (843) 437-7901
Email: leonbruce81@yahoo.com

EXHIBIT A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER	)	THIRD JUDICIAL CIRCUIT
	)	
Nelson Bruce,	)	
	)	CIVIL ACTION NO.: 2025-CP-18-02897
Plaintiff/Appellant,	)	
	)	
v.	)	
	)	
Credit Karma, LLC, Intuit Inc., Unknown	)	
Does 1-100, et al.,	)	
	)	
Defendants/Respondents.	)	
	)	

This matter came before the Court on March 30, 2026 on Plaintiff's/Appellant's appeal from the November 18, 2025 order of the Dorchester County Magistrate's Court granting the Defendants'/Respondents' Motion to Dismiss the Plaintiff's Summons & Complaint with prejudice. Appearing at the hearing were the pro se Plaintiff and Drew Hamilton Butler, Esquire on behalf of Defendants/Respondents. Upon careful consideration of all briefs and submissions, as well as the arguments of the Plaintiff/Appellant and counsel at the hearing, the Court respectfully denies Plaintiff's/Appellant's appeal.

I. STANDARD OF REVIEW

Pursuant to S.C. Code Ann. § 18-7-170, "[u]pon hearing the appeal, the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment, the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact."

In addition, Rule 2 of the South Carolina Magistrate Court Rules provides that, "[i]f no procedure is provided by these rules, the court shall proceed in a manner consistent with the statutory law applicable to magistrates and with circuit court practice in similar situations but not

inconsistent with these rules.” Under the South Carolina Rules of Civil Procedure, a Complaint may be dismissed for “failure to state facts sufficient to constitute a cause of action.” Rule 12(b)(6), SCRCP.

On appeal from the dismissal of a case pursuant to Rule 12(b)(6), an appellate court applies the same standard of review as the lower court.” Rydde v. Morris, 381 S.C. 643, 646, 675 S.E.2d 431, 433 (2009). The appellate court is required to construe the complaint in a light most favorable to the nonmovant and determine if the facts alleged and reasonably deducible inferences in the complaint would entitle the plaintiff to relief on any theory of the case. Id. The court may sustain the dismissal when the facts alleged in the complaint do not support relief under any theory of law. Flateau v. Harrelson, 355 S.C. 197, 202, 584 S.E.2d 413, 416 (Ct. App. 2003).

II. DISCUSSION

In his Complaint, the Plaintiff/Appellant asserted causes of action for breach of contract, violations of the Fair Credit Reporting Act (“FCRA”), and violations of South Carolina’s consumer protection law. Plaintiff/Appellant contended that Credit Karma, a subsidiary of Intuit, lacked authority to obtain consumer report information about Plaintiff/Appellant from ChexSystems, a consumer reporting agency.

Based upon the record presented at the time of the hearing and within the four corners of the Complaint, however, the Magistrate’s Court determined that, as a member of Credit Karma, Plaintiff/Appellant accepted Credit Karma’s terms of service upon creation of his account which included his consent to Credit Karma’s request and receipt of Plaintiff’s/Appellant’s consumer data report as well as other data about him. The data included credit scores and related information from third parties. The Magistrate’s Court further found that Plaintiff/Appellant was also required to affirmatively agree to a consent relating to the FCRA. Based upon the foregoing, the

Magistrate's Court found that Plaintiff/Appellant failed to state a claim upon which relief could be granted against Defendants/Respondents.

This Court agrees with the analysis of the Magistrate's Court and finds that Plaintiff's/Appellant's Complaint, construed in a light most favorable to Plaintiff/Appellant, fails to state a claim for relief under any theory of law because the Complaint is based upon Plaintiff's/Appellant's contractual relationship with Credit Karma under which he expressly authorized Credit Karma to request and receive Plaintiff's/Appellant's credit scores and related information from third parties. Plaintiff/Appellant also provided his consent relating to the FCRA. The Court notes that the Complaint expressly references Plaintiff's/Appellant's consent. See Compl., ¶ 11.

III. CONCLUSION

For the reasons set forth herein, this Court sustains the dismissal of the Complaint by the Magistrate's Court and denies Plaintiff's/Appellant's appeal of the same.

AND IT IS SO ORDERED.

April __, 2026

The Honorable R. Kirk Griffin
Presiding Judge



Dorchester Common Pleas

Case Caption: Nelson Bruce VS Credit Karma Llc , defendant, et al
Case Number: 2025CP1802897
Type: Order/Dismissal

So Ordered

s/ R. Kirk Griffin 2768

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP1802897

Nelson Bruce
PLAINTIFF(S)

Credit Karma Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **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:

A copy of the order dismissing Appeal signed by Judge Griffin on May 5, 2026, was mailed to Nelson Bruce at the address on filed with the court on May 5, 2026.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/05/2026 .

Summerville Magistrate
Nelson Bruce for Nelson Bruce
Nelson Bruce for Nelson Bruce

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Dorchester Common Pleas

Case Caption: Nelson Bruce VS Credit Karma Llc , defendant, et al
Case Number: 2025CP1802897
Type: Order/Electronic Form 4

So Ordered

s/Cheryl Graham, Clerk of Court

EXHIBIT B

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER	)	FIRST JUDICIAL CIRCUIT
Nelson Bruce	)	
	)	
Plaintiff/Appellant	)	
	)	
v.	)	ORDER
Credit Karma, LLC, Intuit Inc. Unknown	)	C/A NO. 2025-CP-18-02897
Does 1-100, et al.	)	
Defendants/Respondents	)	

This matter is before the Court pursuant to Rule 59 (e) SCRCPP. The Plaintiff/Appellant seeks an Order of this Court amending or altering its Order of May 5, 2026.

Pursuant to Rule 59 (f) SCRCPP, this Court determines that the motion to alter or amend may be decided on briefs filed by the parties.

Having duly considered the motion to alter or amend of the Plaintiff/Appellant, this Court has determined that its original Order dated May 5, 2026 is fully supported by the law and the evidence and are hereby ratified and reconfirmed. The motion to alter or amend the earlier Order is therefore DENIED.

AND IT IS SO ORDERED.

Sumter, South Carolina

Dated: _____

R. Kirk Griffin
Presiding Judge



Dorchester Common Pleas

Case Caption: Nelson Bruce VS Credit Karma Llc , defendant, et al
Case Number: 2025CP1802897
Type: Order/Other

So Ordered

s/ R. Kirk Griffin 2768

EXHIBIT C

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

2025CV1810304556
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
JUDICIAL DISMISSAL

☒ With Prejudice
☐ Without Prejudice

Nelson Leon Bruce
144 Pavilion St
Summerville, SC 29483-8444

PLAINTIFF(S)

Vs

Credit Karma, Llc, CT Corporation System

Credit Karma, Llc, Intuit Inc., Unknown
Does 1-100, Et Al
508 Meeting Street
West Columbia, SC 29169

2 Office Park Court
Suite 103
Columbia, SC 29223

DEFENDANT(S)

It is Ordered that Civil Case Number 2025CV1810304556:

Nelson Leon Bruce

vs Credit Karma, Llc, CT
Corporation System
Credit Karma, Llc, Intuit
Inc., Unknown Does 1-100,
Et Al

Shall reflect a disposition of Judicial Dismissal based upon the following:

- ☐ Plaintiff's failure to prove case by preponderance of evidence
- ☐ Plaintiff's request to dismiss case
- ☐ Plaintiff and Defendant failed to appear for Court
- ☐ Plaintiff's failure to appear in Court
- ☒ Other: ACTION DISMISSED BY JUDICIAL ORDER


JUDGE JULIANA STEWART

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

November 20, 2025

STATE OF SOUTH CAROLINA FILED-RECORDED MAGISTRATE'S COURT

COUNTY OF DORCHESTER 2025 JAN -9 PM 4:06 CASE NO: 2025-CP-18-2897

See Also: 2025CV1810304556

Nelson Bruce

Plaintiff

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

vs.

RETURN OF APPEAL

Credit Karma, LLC et al.

Defendant(s)

This matter is on appeal from the Magistrate's Court for Dorchester County, South Carolina, the Honorable Juliana B. Stewart, Presiding Judge.

PROCEDURAL HISTORY

Plaintiff filed a civil action against Defendants on August 14th, 2025. Defendant filed a Motion to Dismiss on September 24th, 2025. Plaintiff filed a response to the Motion to Dismiss on October 13th, 2025. A Bench Trial was scheduled for November 18th, 2025. The Motion to Dismiss was heard first and granted with prejudice. The Plaintiff and the Attorney for Defendant both appeared. Plaintiff filed a "Petition for Clarification; Petition to Stay Appeal/Request for Extension of Appellate Deadline and Reconsideration Deadline and Proposed Order." This Motion was denied without a hearing on December 9th, 2025.

11.18.2025 FINDINGS OF FACT

At the November 18th, 2025, hearing the Court made the following findings of fact:

- Plaintiff claimed that the Defendant lacked authority to obtain his consumer report information; but Plaintiff accepted Defendant's terms of service upon creation of his account.
- Plaintiff affirmatively agreed to a consent relating to the FCRA while creating his account.
- Plaintiff failed to state a claim upon which relief can be granted.

11.18.2025 RULING

The Court granted the Defendant's Motion to Dismiss. Plaintiff failed to state a claim upon which relief can be granted, pursuant to Rule 12(b)(6) and Rule 2, SCMCR.

Respectfully Submitted,

Juliana B. Stewart,
Magistrate, Dorchester County

12/23/2025

EXHIBIT D



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

August 11, 2026

Nelson L. Bruce
144 Pavilion Street
Summerville SC 29483

Re: Nelson L. Bruce v. Credit Karma
Appellate Case No. 2026-001739

Dear Mr. Bruce:

Upon reviewing your notice of appeal, the following deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or this matter will be dismissed:

- The accompanying proof of service is not in compliance with the SCACR. Your proof of service provided states that the “petition for writ of certiorari” was served on the respondent’s counsel and not your notice of appeal. You must provide a proof of service showing you served the respondent’s counsel with a copy of your notice of appeal.
- Proof of filing with the clerk of the lower court has not been provided pursuant to Rule 203(d), SCACR.
- The required filing fee has not been submitted. **The correct filing fee is \$250.00.**
- The notice of appeal is not in the proper format. You must file an amended notice of appeal that does not contain any argument. Your notice of appeal must be substantially in the format shown by Form 1 in Appendix C to Part II of the SCACR.

Very truly yours,

Catherine J. Hannin, deputy
CLERK

cc: Drew Hamilton Butler, Esquire

The Supreme Court of South Carolina

Nelson L. Bruce, Appellant,

v.

Credit Karma, LLC; Intuit Inc.; and Unknown Does 1-100, et al, Respondents.

Appellate Case No. 2026-001739

ORDER

Appellant has filed a petition for writ of certiorari before this Court which is being construed as a notice of appeal. Pursuant to Rule 204(a) of the South Carolina Appellate Court Rules, this matter is hereby transferred to the South Carolina Court of Appeals.

FOR THE COURT

BY Patricia A. Howard
CLERK

Columbia, South Carolina
August 7, 2026

cc: Nelson L. Bruce
Drew Hamilton Butler
The Honorable Jenny A. Kitchings

Case No. _____
THE STATE OF SOUTH CAROLINA
In the Supreme Court

**APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS**

The Honorable R. Kirk Griffin
South Carolina Circuit Court Judge

Order Affirming Dismissal of Appeal Entered May 5, 2026
Order Denying Petition for Rehearing Entered July 7, 2026

Circuit Court Civil Action No. 2025-CP-18-02897
Magistrate Court Civil Action No. 2025CV1810304556

Credit Karma, LLC; Intuit Inc.; and Unknown Does 1–100, et al..... Respondents,

v.

Nelson L. Bruce Petitioner.

PETITION FOR WRIT OF CERTIORARI

Petitioner Nelson L. Bruce respectfully petitions this Court, pursuant to S.C. App. Ct. R. 242, for a writ of certiorari to review the orders of the Dorchester County Court of Common Pleas affirming dismissal of Petitioner's civil action with prejudice and denying Petitioner's petition for rehearing misconstrued by the court as a motion to alter or amend.

QUESTIONS PRESENTED

1. Whether the circuit court erred by affirming dismissal under Rule 12(b)(6) after treating general consent to Credit Karma's request for consumer-report information as dispositive, without addressing Petitioner's separate allegation that Credit Karma requested or caused ChexSystems reports to be obtained on January 9, 2023, and February 6, 2023, but failed to include those reports in Petitioner's Intuit/Credit Karma account as allegedly required by the Terms of Service.
2. Whether the circuit court erred by resolving disputed factual issues—including whether the inquiries were made “on behalf of Credit Karma,” whether Credit Karma requested or caused the reports to be obtained, and whether any report was obtained but not disclosed—rather than accepting the well-pleaded allegations and reasonable inferences in Petitioner's favor.
3. Whether the circuit court erred by failing to independently analyze Petitioner's claims under the Fair Credit Reporting Act, including 15 U.S.C. § 1681b and 15 U.S.C. § 1681q, and South Carolina law, including S.C. Code Ann. § 37-20-180(6) (Supp. 2025).
4. Whether dismissal with prejudice was improper where the court did not determine that amendment would be futile and where the alleged pleading deficiencies could have been clarified or cured by amendment.

STATEMENT OF THE CASE

Petitioner filed a verified complaint alleging breach of contract, violations of the Fair Credit Reporting Act, and violations of South Carolina law. The complaint alleged that ChexSystems records identified inquiries made “on behalf of Credit Karma” on January 9, 2023, and February 6, 2023.

Petitioner further alleged that:

- Credit Karma’s Terms of Service authorized it to request and receive consumer-report data “to include in” the member’s Intuit Account;
- Petitioner’s account displayed TransUnion and Equifax information but no ChexSystems report;
- Credit Karma later stated that it did not request, access, or store ChexSystems reports; and
- Credit Karma also stated that it did not authorize TransUnion or any third party to access ChexSystems reports on its behalf.

The magistrate court dismissed the action with prejudice. The circuit court affirmed, reasoning that Petitioner accepted the Terms of Service and consented to Credit Karma’s request and receipt of consumer data. The circuit court did not separately analyze whether the alleged failure to include an obtained ChexSystems report in Petitioner’s account constituted breach of the Terms of Service.

Petitioner moved to alter or amend under S.C. R. Civ. P. 59(e). The circuit court denied that motion on July 7, 2026, stating only that its original order was supported by the law and evidence and was ratified and reconfirmed.

REASONS WHY CERTIORARI SHOULD BE GRANTED

I. The circuit court overlooked the distinction between general authorization and the separate contractual obligation to include obtained reports in the member's account.

The circuit court treated Petitioner's general consent as ending the case. That reasoning does not address the actual breach-of-contract theory pleaded in the complaint.

Petitioner does not contend merely that Credit Karma lacked authority to obtain every form of consumer information. The complaint alleges a narrower theory: Credit Karma's Terms of Service permitted the request and receipt of consumer-report information for inclusion in the member's Intuit Account, and Credit Karma allegedly failed to include or disclose the ChexSystems report.

Those are separate questions:

- a. Whether Petitioner consented to Credit Karma's request or receipt of consumer-report information; and
- b. Whether Credit Karma performed its alleged contractual obligation to include any report obtained on Petitioner's behalf in his account.

South Carolina law requires contractual provisions to be read together and given effect where reasonably possible. See...*Ellie, Inc. v. Miccichi*, 358 S.C. 78, 87, 594 S.E.2d 485, 490 (Ct. App. 2004); *Ecclesiastes Production Ministries v. Outparcel Associates, LLC*, 407 S.C. 103, 112, 754 S.E.2d 319, 324 (Ct. App. 2014); *Stevens Aviation, Inc. v. Dynair Techs. Corp.*, 350 S.C. 1, 7, 563 S.E.2d 47, 50 (Ct. App. 2002).

The circuit court identified the consent language but failed to analyze the phrase requiring information to be included in the Intuit Account. It therefore did not determine whether that language created a contractual limitation, disclosure obligation, or performance obligation.

By treating consent as dispositive, the court effectively rendered the account-inclusion language meaningless.

At the pleading stage, the question was not whether Petitioner would ultimately prove breach. The question was whether the alleged contract, alleged inquiries, alleged omission, and alleged resulting injury stated a legally cognizable claim. The complaint satisfied that threshold.

II. The courts improperly resolved factual disputes at the Rule 12(b)(6) stage.

A Rule 12(b)(6) dismissal requires the court to accept well-pleaded factual allegations as true and draw reasonable inferences in the plaintiff's favor. *Rydde v. Morris*, 381 S.C. 643, 646, 675 S.E.2d 431, 433 (Ct. App. 2009); *Flateau v. Harrelson*, 355 S.C. 197, 202, 584 S.E.2d 413, 416 (Ct. App. 2003).

The complaint alleged specific facts not merely legal conclusions:

- two specific inquiry dates;
- a specific reporting agency;
- an inquiry notation stating “on behalf of Credit Karma”;
- the absence of ChexSystems information from Petitioner’s account;
- a contractual provision concerning inclusion in that account; and
- Credit Karma’s later statements denying any request, access, storage, or authorization.

Those allegations create competing factual possibilities. The court could not properly decide on a motion to dismiss:

- whether the inquiries were authentic;

- whether Credit Karma requested or caused them;
- whether TransUnion acted on Credit Karma's behalf;
- whether a report was actually obtained;
- whether the report was retained or used;
- whether the report was omitted from Petitioner's account; or
- whether Credit Karma's later statements were accurate.

The circuit court's order instead accepted the defense theory that general consent conclusively defeated the claims and rejected the contrary inferences alleged by Petitioner. That was an adjudication of disputed facts, not application of the pleading standard.

South Carolina law does not permit dismissal merely because the court doubts that the plaintiff will ultimately prevail. *Spence v. Spence*, 628 S.E.2d 869, 871 (S.C. 2006); *Gentry v. Yonce*, 337 S.C. 1, 6–7, 522 S.E.2d 137, 140 (1999).

III. The FCRA claims required independent analysis and could not be defeated solely by general consent.

The complaint separately alleged violations of 15 U.S.C. § 1681b and 15 U.S.C. § 1681q. Section 1681b limits the circumstances under which a consumer report may be obtained. Section 1681q prohibits obtaining consumer information under false pretenses or knowingly without a permissible purpose. The relevant inquiry was therefore not simply whether Petitioner consented to some consumer-report activity. It was whether the alleged ChexSystems inquiries were made for a permissible purpose and within the scope of any authorization.

The complaint alleged that the ChexSystems inquiries were made on behalf of Credit Karma, while Credit Karma later denied requesting, accessing, storing, or authorizing such

reports. That alleged contradiction supports expert witness testimony into the identity of the requester, the purpose of the inquiries, the information transmitted, and the relationship between Credit Karma and TransUnion.

The circuit court did not analyze those elements independently. It treated general consent as eliminating the need to determine whether the specific inquiries were authorized or had a permissible purpose. That was legal error.

IV. The circuit court failed to independently address the South Carolina statutory claim.

The complaint also alleged unauthorized use of Petitioner's Social Security number and identifying information under S.C. Code Ann. § 37-20-180(6) (Supp. 2025).

That claim was not identical to the contract claim or the FCRA claims. It required analysis of the alleged use or disclosure of identifying information, the alleged lack of authorization for the specific ChexSystems inquiries, and the statutory remedies sought under S.C. Code Ann. § 37-20-200 (Supp. 2025).

The circuit court's order did not analyze those allegations separately. Instead, it disposed of the state-law claim by relying on its generalized conclusion that Petitioner consented to Credit Karma's consumer-report activity. That approach was insufficient because the state-law claim concerned the alleged use of Petitioner's identifying information for particular inquiries and purposes.

A court must determine whether each pleaded theory independently states a claim. The failure to address an independent statutory claim is especially significant where the court's sole rationale concerns a different contractual or federal-law issue.

V. Dismissal with prejudice was excessive and unsupported.

Even assuming the complaint required greater factual detail, the record does not show that amendment would necessarily be futile. The complaint identified the dates of the alleged inquiries, the reporting agency, the alleged “on behalf of Credit Karma” notation, the Terms of Service provision, and the alleged omission from Petitioner’s account.

South Carolina follows a liberal policy favoring amendment where a pleading deficiency may be corrected. See...*Collins v. Sigmon*, 299 S.C. 464, 466, 385 S.E.2d 835, 836 (1989); *Sealy v. Dodge*, 289 S.C. 543, 545, 347 S.E.2d 504, 505 (1986); *Dockside Association, Inc. v. Detyens, Simmons & Carlisle*, 297 S.C. 91, 94, 374 S.E.2d 907, 909 (Ct. App. 1988).

The circuit court did not explain why amendment would be futile. Instead, it affirmed a dismissal with prejudice without a verified response since the complaint was verified, before expert testimony developed the central factual issues to be relied upon. That disposition prevented Petitioner from clarifying the identity of the requester, the precise contractual language, the alleged report acquisition, and the basis for the state-law claim.

More appropriately, because the complaint pleaded specific facts supporting multiple theories in a verified complaint where there are no verified responses supported by a party with firsthand personal knowledge, the dismissal should be reversed and the case remanded for further proceedings.

SIGNIFICANT QUESTIONS WARRANTING SUPREME COURT REVIEW

This case presents significant questions concerning:

- a. The proper application of Rule 12(b)(6) to a complaint alleging specific consumer-report inquiries;
- b. Whether general consent defeats a separate contract claim alleging failure to perform an account-inclusion obligation;

- c. Whether a court may resolve conflicting allegations concerning who requested or obtained a consumer report at the pleading stage;
- d. Whether FCRA and South Carolina statutory claims must be independently analyzed; and
- e. Whether dismissal with prejudice is proper without determining that amendment would be futile.

These issues warrant review under S.C. App. Ct. R. 242(b)(1) because they involve the application of established pleading principles to a significant and recurring consumer-data dispute.

RELIEF REQUESTED

Petitioner respectfully requests that this Court:

- a. Grant the petition for a writ of certiorari;
- b. Review the orders of the circuit court and magistrate court;
- c. Hold that the courts below improperly resolved factual and contractual issues at the pleading stage;
- d. Vacate the dismissal with prejudice;
- e. Reverse the circuit court's order affirming dismissal; and
- f. Remand the matter for further proceedings, including subpoena of expert testimony for trial on claims properly pleaded in the verified complaint.

RESPECTFULLY PRESENTED,

Dated this 5th day of August, 2026.



Nelson L. Bruce

c/o 144 Pavilion Street, Summerville, South Carolina 29483

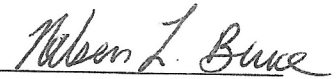
(843) 437-7901

Leonbruce81@yahoo.com

CERTIFICATE OF SERVICE

I certify that on August 5, 2026, I served a copy of this Petition for a Writ of Certiorari upon counsel for Respondents by United States Mail and or by electronic service, where available:

Sent to:
Drew Hamilton Butler, Esquire
Richardson, Plowden & Robinson, P.A.
235 Magrath Darby Boulevard, Suite 100
Mount Pleasant, South Carolina 29464



Nelson L. Bruce
c/o 144 Pavilion Street, Summerville, South Carolina 29483
(843) 437-7901
Leonbruce81@yahoo.com

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS

R. Kirk Griffin, Circuit Court Judge

Case No. 2025CP1802897

Appellate Case No.: 2026-001739

Nelson L. Bruce,

Appellant/Plaintiff,

v.

Credit Karma, LLC; Intuit Inc.; and
Unknown Does 1-100, et al.,

Respondent/Defendant.

PROOF OF SERVICE

I certify that I have served a certified copy of the Amended Notice of Appeal on Credit Karma, LLC and Intuit Inc. by depositing a copy of it in the United States Mail, postage prepaid, on August 19, 2026, addressed to their counsel/attorney of record, Drew Hamilton Butler, Esquire and Carmen V. Ganjeheh, Richardson, Plowden & Robinson, 235 Magrath Darby Boulevard, Suite 100, Mount Pleasant, South Carolina 29464.

Respectfully Presented,

Date: August 19th, 2026



Nelson L. Bruce, Plaintiff/Appellant
144 Pavilion Street, Summerville, South Carolina 29483
Telephone: (843) 437-7901
Email: leonbruce81@yahoo.com

RECEIVED
Aug 19 2026
SC Court of Appeals