

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

RECEIVED
Sep 17 2026
SC Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

B. Alex Hyman, Circuit Court Judge

Appellate Case No. 2026-001092
Trial Court Case No. 2025CP2607475

Chyrdonna Dean

Appellant,

v.

USAA Federal Savings Bank

Respondent.

APPELLANT'S REPLY BRIEF



Chyrdonna Dean
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Self-Represented Litigant

APPELLANT'S REPLY BRIEF

On July 7, 2026, Appellant submitted her Brief of Appellant giving the Respondent's attorney 30 days to respond. On August 3, 2026, Respondent's attorney submitted a 30-day extension receiving approval for September 8, 2026.

Since Appellant had not received the Respondent's attorney response by mid-night September 8, 2026, she contacted the Respondent's attorney via email on September 9, 2026 and asked if he could overnight a copy of his response or email if there is less than 5 pages because Appellant was unable to print over that amount.

On the same date, Respondent's attorney sent an email with 3 attachments of 22 pages that included Brief of Respondent, Proof of Service via first-class mail of Brief of Respondent, Proof of Service via first-class mail for Respondent's Designation of Matter to Be Included in the Record on Appeal and a copy of a Certified Mail Receipt that was not stated in the two Proof of Services on page 4 and 12 giving Appellant only 9 days to find a way to get copies of the attachments to respond because waiting for the copy in the mail will take between 7-10 days first class mail from an out of state address and send the response to the Court by September 18, 2026.

Respondent's attorney added an additional document that was not included in the Appeal Chart of the Respondent's Designation of Matter to be included in the Record on Appeal.

On September 11, 2026, Appellant received a U.S. Postal Service Notice from the Myrtle Beach Post Office dated September 11, 2026 in her mailbox with Bradley's name as the person it was sent by.

On September 12, 2026, Appellant went to the Post Office to pick up what was sent to her and the employee was unable to locate it. The employee stated that she will notify Appellant on September 14, 2026 if they located what was sent to her and requested her name and telephone number to call her. In the meantime, the employee wanted Appellant to sign the U.S. Postal Service Notice, so if they find what was sent to her, they will put it in her mailbox. Appellant did not sign the U.S. Postal Service Notice or else she will be signing she received what was sent to her and she did not. Appellant informed the Post Office that she will wait for someone to contact her on September 14, 2026, and she made a note on the U.S. Postal Service Notice. In the meantime, Appellant received copies of the attachments that were sent to her via email to prepare a response.

On September 14, 2026, Appellant waited for the Myrtle Beach Post Office to contact her to let her know they found what was sent to her, so she can pick it up, and they did not contact her even on September 15, 2026 and September 16, 2026; therefore, the Appellant will respond to the attachments within the email from the Respondent's attorney.

Introduction

The Court is aware of the background of an attorney and what an attorney will do for their clients, but the Court does not know Appellant's background. Please allow Appellant to provide a brief background of a non-attorney to provide a balance.

Appellant is representing herself because she is unable to afford an attorney. Appellant is a retired disabled veteran who served 22 years in the United States Army working in administration, personnel, and equal opportunity along with being a drill sergeant. The military taught the Appellant to be upfront, honest, and fight for what is right and she received a bachelor's degree along with trade education. Appellant also retired from the Federal Government working for the Department of Homeland Security, Customs and Border Protection, Equal Employment Opportunity Office as a Specialist.

Response to Brief

I, Chyrdonna Dean, respectfully submit this response to Respondent's attorney representing USAA Federal Savings Bank's Brief.

Respondent's attorney Brief states that this case is about duplicative credit card payments that were authorized by Appellant. Appellant respectfully disagree with how Respondent's attorney is explaining what happened.

This case is not just about two credit card payments being scheduled for May 17, 2025 and May 18, 2025. This case is about Appellant contacting Respondent on May 13, 2025, because she could not cancel the pending transaction dated May 18, 2025 on Respondent's website, explaining the problem, and being told by the Respondent's employee that the transaction would be cancelled. After Appellant relied on what the Respondent's employee told her, the transaction still processed causing duplicate payments, overdrafts, loss of interest, unauthorized payment amount, incorrect refund, removing funds from an account without approval, and a resolution letter blaming the Appellant.

Appellant is not trying to relitigate the whole case. She is asking this Court to look at the clear error that happened when the lower Court dismissed her case without properly addressing the evidence showing that she contacted the Respondent, that Respondent told her the transaction would be cancelled, and that she suffered financial harm when it was not cancelled.

Respondent's attorney states that it is undisputed that both payments were processed before Appellant contacted Respondent. Appellant disagrees. Appellant position has always been that she contacted Respondent on May 13, 2025 with the transaction being processed occurring on May 18, 2025, having her told that the transaction would be cancelled.

Respondent's attorney states that the Magistrate Court received all testimony and evidence offered. Appellant position is that the key evidence was not properly reviewed or addressed before the case was dismissed. The most important evidence was the Verizon phone record showing Appellant contacted the Respondent on May 13, 2025 at 4:02pm with the telephone number of 1-800-531-8722 and the bank records showing what happened to her accounts.

Respondent's attorney also states that USAA's corporate witness testified that the Respondent did what Appellant requested and that she lost no money. However, that witness was not the employee who spoke to Appellant on the telephone. The witness did not have first-hand knowledge of what was said during the call when the Appellant was told the transaction would be cancelled. The witness was a manager and would not have spoken to the Appellant. The witness did not state her testimony came from the recording. Respondent always record the telephone calls and the recording was not presented to show what was actually said. Appellant respectfully ask this Court to consider these issues.

Respondent's attorney argues that Appellant submitted documents not considered by the Magistrate Court. Appellant is not trying to add improper evidence. Her purpose is to show the documents and issues that support what she has been saying from the beginning. If any document is not properly part of the record, Appellant respectfully ask the Court to consider the documents that were presented or available in the lower Court and to allow correction of the record if something was left out because the lower Court kept the Appellant's original documents that she showed the Respondent's attorney and the Court for review only, but the Court stated Appellant documents will not be returned if she filed an appeal. Appellant filed an appeal and never received her original documents and the Respondent's attorney was fully aware.

South Carolina Rule 209(c) states you generally or usually, but not definite that new evidence is not presented, you rely on the official trial record to prove that the lower court made a significant legal or factual error.

Respondent's attorney stated this case is a straightforward case meaning a situation, legal matter, or medical problem that is simple, clear, and easy to understand without any hidden complications or difficulties. If it is a straightforward case, why list under Table of Authorities cases that do not relate to the issue of car crash, underinsured motorist, negotiating with bank to borrow 2.5 million, property tax owed, breach of contract and condemnation of property. This case is about Appellant contacting Respondent because she could not cancel the pending transaction on their website, explaining the problem, and being told by Respondent's employee that the transaction would be cancelled. After Appellant relied on what Respondent's employee told her, the transaction was still processed.

Appellant stated in her Brief of Appellant under Table of Authorities Cases that relates to her case of bank causing financial harm through misrepresentation and failure to safeguard a client's funds, defining legal relationship between a bank and its customer, bank negligence and mishandling of an account to name a few unlike the Respondent's attorney.

Respondent's attorney also argues that Appellant waived arbitration, which she disagreed. Appellant constantly requested to resolve this issue with the Respondent's employees all the way to the Executive Director/CEO and since the Respondent did not resolve the issue, Appellant requested arbitration because Respondent has arbitration language in its account agreements, but the Respondent did not consent to arbitration depriving Appellant of her contractual right to an impartial forum. Appellant was trying to resolve the issue without going to Court, but Respondent did not resolve the issue having her to go to Court.

Appellant also asked the Respondent's attorney in the courtroom in front of a sheriff and his witness for arbitration and he, Respondent's attorney stated no. Appellant still respectfully request that the Court review the main issue, which is the Respondent's failure to cancel the transaction after Appellant contacted Respondent's employee on May 13, 2025 and was told it would be cancelled and it was not.

Respondent's attorney says Appellant had a full opportunity to present her case. Appellant respectfully disagree because the main issue was not fully addressed and the lower Courts attention was to a witness and getting \$15,875.65 credit to her account as a resolution.

Appellant was not asking for something complicated. She was asking for the Court to recognized that the Respondent's employee told her the transaction would be cancelled on May 13, 2025, the transaction still processed on May 18, 2025, five days later and Appellant suffered harm.

Businesses are legally and financially responsible for their websites, including all content, user data collection, and functional accessibility.

Businesses are vicariously liable for the negligence of their employees.

Businesses are liable for damages caused by employees acting within their job scope.

Financial harm is defined as the illegal or improper use of an individual's funds by another person without informed consent.

Allowing Respondent to avoid accountability encourages negligent banking practices, undermines consumer protections, and sets a precedent for dismissing pro se litigants without full consideration of their evidence.

For these reasons, Appellant respectfully ask this Court not to accept Respondent's attorney position that this was simply two authorized payments and no harm. The harm came from Respondent's failure to cancel the transaction on May 13, 2025 after confirming that it would be cancelled and removing funds from the Appellant's account without approval to pay the total amount on her credit card of \$26,019.00 not what she requested of the credit card statement amount of \$21,852.29 having her to lose \$4,166.71, receiving a credit of \$15,875.65 instead of \$21,852.29, which is part of her account with the Respondent and receiving a resolution letter blaming her.

Ask yourself this question, does it make sense to take this matter to Court for approving a duplicative credit card payment to be taken on the same date for the same amount, on the same credit card and encounter additional cost.

Appellant respectfully ask this Court to reverse the dismissal or remand the case so the evidence can be properly reviewed and the matter can be heard on the merits.

Respectfully submitted,

Date: September 17, 2026



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CERTIFICATE OF SERVICE

I hereby certify that on this 17 day of September 2026, I mailed a copy of this Appellant's Reply Brief via United States Postal Service first-class mail to:

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

Date: September 17, 2026

Name: Chyrdonna Dean

Signature:

