

VERMONT SUPERIOR COURT  
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CIVIL DIVISION  
Case No. 24-CV-00303

**American Express National Bank v. Robert Edebohls**

**ENTRY REGARDING MOTION**

Title: Motion for Summary Judgment (Motion: 1)  
Filer: Vikram S. Vilku  
Filed Date: May 15, 2024

The motion is GRANTED.

Plaintiff American Express, N.A. has filed the present action seeking to recover money that it alleges it loaned to Defendant through a credit card account with the last five digits 42002.

American Express has filed a motion for summary judgment on the basis that there is no dispute about the existence of the account, its ownership by Defendant, and the amount due and owing on the account. Defendant Edebohls opposes the motion on the basis that he disputes when the final payment on the account was made.

Standard for Summary Judgment

Vermont Rule of Civil Procedure 56 governs motions for summary judgment. “The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to as a matter of law.” V.R.C.P. 56(a). See *Gross v. Turner*, 2018 VT 80, ¶ 8, 208 Vt. 112; *Gilman v. Maine Mut. Fire Ins. Co.*, 2003 VT 55, ¶ 7, 175 Vt. 554. The purpose of summary judgment is to “smoke out” parties’ supporting facts. *Donnelly v. Guion*, 467 F.2d 290, 293 (2d Cir. 1972). The moving party must support its assertion with numbered paragraphs with references to materials in the record. V.R.C.P. 56(c)(1). The nonmoving party must show that the material facts are in dispute. *Boyd v. State*, 2022 VT 12, 275 A.3d 155. The nonmoving party does this through introducing their own admissible evidence. *Gross*, 2018 VT at ¶ 8. Additionally, the court gives the nonmoving party the benefit of reasonable doubts and

inferences. *Brousseau v. Brousseau*, 2007 VT 77, 182 Vt. 533. If the court determines there are no genuine issues of material fact, the court will grant summary judgment. V.R.C.P. 56.

### Undisputed Material Facts

Based on the parties' filings and supporting affidavits and documents, the following facts are undisputed.

In September 2007, Edebohls opened an American Express credit card account. The last five digits of the account was originally 41004, but American Express changed the last five digits to 42002. At the time of acceptance, Edebohls agreement to the terms provided in the Card Member Agreement. From 2007 through 2020, Edebohls continued to use this account and credit card. During this time, Edebohls would use the credit card to advance money to purchase items and the pay off the balance of the account, or portion thereof, on a monthly basis. American Express contends based on their business records that Edebohls made his last payment on the account on April 9, 2020. Edebohls denies making such a payment and contends that he made his last payment in 2019.

As of 2024, the balance on the account stands at \$12,579.22. American Express filed the present action on January 12, 2024 seeking to recover the outstanding balance on the account.

### Legal Conclusions

A credit card account is a contract and represents an agreement, between an individual and credit card issuer, usually a bank. Under Vermont contract law, Courts interpret contract provisions to give effect to the intentions of the parties as expressed in the written terms. *Southwick v. City of Rutland*, 2011 VT 53 ¶4.

In this case, the terms of the agreement are laid out in the Card Member Agreement that issued with the credit card. The essential nature of the transaction may be distilled into the following terms. American Express agreed to advance money to Edebohls's behalf to purchase items or make payments on services. This extension credit worked on a revolving 30-day basis. If the balance was paid in full within 30 days, then no interest attached. If a balance was carried beyond the 30 days, then a rate of interest, usually around 18% attached to the balance. Each month, Edebohls as the card holder was required to pay a minimum balance amount. If the payments ceased and/or the balance became too high, then the line of credit would go into default,

and American Express would close or “charge-off” the account. *Unifund CCR, LLC v. Cobb*, Dckt. No. 166-4-14 Wmcv, 2017 WL 2853921 (Apr. 9, 2017) (Wesley, J.). From that point, American Express would seek to collect the balance on the account.

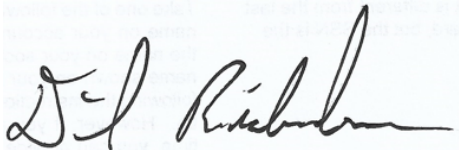
This is precisely what happened in the present case. Under Vermont law, the bank has six years from when the account goes into default to file an action to collect the amounts claimed. 12 V.S.A. § 511; see also *DaimlerChrysler Services v. Ouimette*, 2003 VT 47, ¶ 6

In light of these undisputed facts, American Express has established the basic elements of its claim, and it is entitled to judgment on the amount sought as due and owing under the parties’ Card Member Agreement and credit history. The only factual dispute that has been raised is whether Edebohls made his last payment in 2019 or 2020. For the purpose of complying with the Vermont statute of limitations, either date falls within the time frame allowed under Section 511, which would, based on the date that this matter was filed, allow claims that matured as early as January 4, 2018. Given that the account went into default and was charged-off as early as 2019 or as late as 2020, then there is no dispute that the present claims are valid.

### **ORDER**

Based on the undisputed material facts, American Express, N.A. is entitled to judgment on its claims for repayment of amounts advanced on Defendant Edebohls’ behalf. Summary Judgment is **Granted** to Plaintiff, and judgment in the amount of \$12,579.22 is entered for Plaintiff. In addition, Plaintiff is entitled reasonable costs under V.R.C.P. 54. Plaintiff shall prepare a proposed final judgment, which the Court will review and adopt as it conforms with this Decision.

Electronically signed on 8/7/2024 11:41 PM pursuant to V.R.E.F. 9(d)

A handwritten signature in black ink, appearing to read "D. Richardson", is written over a light blue rectangular background. The signature is fluid and cursive.

Daniel Richardson  
Superior Court Judge