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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

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SC Court of Appeals

Case No. 2018-CP-18-00729
Appellate Case No. 2020-000935

Portfolio Recovery Associates, LLC Assignee of
Synchrony Bank/HH Gregg, Respondent,

v.

Jennifer Campney, Defendant,

and

Jennifer Campney, Third-party Plaintiff,

v.

Cooling & Winter, LLC, Third-party Defendant,

of whom Jennifer Campney is the Appellant.

RESPONDENT'S PETITION FOR REHEARING

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The Respondent, Portfolio Recovery Associates, LLC ("Respondent"), petitions this Court pursuant to SCACR Rule 221(a), as well as other applicable law, for an Order granting rehearing as to certain novel issues which were presented in this matter and which have significant public interest. Specifically, Respondent requests rehearing on the issue of whether Respondent was required to provide the consumer with a notice of right to cure pursuant to S.C. Code. Ann. § 37-3-510 under the facts presented in this matter. Respondent maintains that the Court erred in reversing the trial court's holding that no right to cure letter was required to be sent prior to commencement of the underlying lawsuit. (R. 15).

INTRODUCTION

In determining that Respondent was required to provide a notice of right to cure before suing, the Court held that adopting Respondent's reading of the South Carolina Consumer Protection Code, S.C. Code Ann. § 37-1-101 *et seq.* (the "SCCPC") would produce an absurd result—that "no creditor, initial or assignee, would be held liable for violation of the SCCPC's right to cure notice requirement whenever a charged off debt was assigned because an initial creditor would argue it would have no obligation once all their claims to a debtor's account were assigned and an assignee would raise the argument [Respondent] raises." *Portfolio Recovery Assocs., LLC v. Campney*, Op. No. 6019, 2023 WL 5419615, 2023 S.C. App. LEXIS 98, at *21 (S.C. Ct. App. Aug. 23, 2023).[1] Not so. The Court failed to consider, on the facts presented here: (a) whether the obligation to provide a notice of right to cure was preempted by federal law; and (b) whether the obligation to send a notice of right to cure exists where the consumer's ongoing

[1] Respondent notes that the Court's opinion as published by Lexis Nexis is erroneously captioned "Synchrony Bank v. Campney." Respondent uses the correct case name in the citations herein for consistency.

failure to pay significantly impairs performance. *See* S.C. Code Ann. § 37-5-109(2). The Court additionally erred by imposing obligations on an assignee that arose prior to assignment in contravention of the plain meaning of S.C. Code Ann. § 37-1-301(13). The Court likewise overlooked Respondent's argument that the periodic statements sent by Synchrony Bank met the right to cure requirements set forth in S.C. Code Ann. § 37-5-110.

I. The Court Erred by Failing to Hold that South Carolina's Right to Cure Provisions Were Preempted by Federal Law Where, as Here, the Credit Card Issuer was a National Bank.

By holding that "[Respondent] was required to send [Campney] a right to cure notice before requiring repayment,"[2] this Court overlooked the effect of the National Bank Act, 12 U.S.C. § 21 *et seq.* (the "NBA") and its implementing regulations. In 1819, the United States Supreme Court held that states "have no power . . . to retard, impede, burden, or in any matter control" the activities of national banks. *McCullough v. Maryland*, 17 U.S. 316, 436 (1819). In 1864, Congress enacted the NBA. Since then, the Court has "repeatedly made clear that federal control shields national banking from unduly burdensome and duplicative state regulation." *Watters v. Wachovia Bank, N.A.*, 550 U.S. 1, 11 (2007) (citations omitted); *see also Barnett Bank of Marion Cty., N.A. v. Nelson*, 517 U.S. 25, 32 (1996) (holding that the NBA and its implementing regulations are generally presumed to preempt state law); *see also* Bank Activities and Operations; Real Estate Lending and Appraisals, 69 Fed. Reg. 1904, 1907–08 (Jan. 13, 2004) (detailing the significance and importance of national banks being able to conduct banking business pursuant to a consistent, national standard and the potential risks and costs to consumers if national banks are unable to operate under uniform, consistent, and predictable standards).

To further clarify the obligations of national banks, the Office of the Comptroller of the

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[2] 2023 S.C. App. LEXIS 98, at *17.

Currency ("OCC") has issued a regulation (*See* 12 C.F.R. 7.4008(d) and (e))[3] that clarifies "the applicability of state laws to national banks' operations" and identifies "the types of state laws that are preempted, as well as the types of state laws that generally are not preempted, in the context of national bank lending, deposit-taking, and other Federally authorized activities." Bank Activities and Operations; Real Estate Lending and Appraisals, 69 Fed. Reg. 1904, 1904–05 (Jan. 13, 2004). Pertinent to this case, 12 C.F.R. § 7.4008(d) preempts state laws which concern the terms of credit, including the right to call a loan due. 12 C.F.R. § 7.4008(d)(4) (national banks may "make non-real estate loans ***without regard to state law limitations*** concerning," among other things "the terms of credit, including . . . term to maturity of the loan, including the circumstances under which a loan may be called due and payable . . . ." (emphasis added)).

The SCCPC's notice of right to cure provisions[4] are exactly the type of state law which the NBA and 12 C.F.R. § 7.4008 preempt. Section 5-111(1) of the SCCPC prohibits a creditor from "***acceleratfing] maturity of the unpaid balance of the obligation*** . . . until twenty days after [providing a notice of right to cure]" and gives the consumer an opportunity to cure its default "by tendering the amount of all unpaid sums due at the time of the tender, without acceleration, plus any unpaid delinquency or deferral charges. ***Cure restores the consumer to his rights under the agreement as though the defaults had not occurred.***" S.C. Code Ann. § 37-5-111(1) (emphases

[3] Federal law authorizes the OCC to issue rules that preempt state law in furtherance of its responsibility "to ensure that national banks are able to operate to the full extent authorized under Federal law, notwithstanding inconsistent state restrictions, and in furtherance of their safe and sound operations." Bank Activities and Operations; Real Estate Lending and Appraisals, 69 Fed. Reg. 1904, 1907 (Jan. 13, 2004) ; *See also* 12 U.S.C. § 93a; 12 U.S.C. § 371.

[4] Respondent refers to sections 5-109, 5-110, and 5-111 of the SCCPC as the notice of right to cure provisions, as they govern default, notice of right to cure upon default, and the opportunity to cure default, respectively.

added).

These right to cure provisions obstruct and impair a fundamental term of credit—the right to call a loan due—going "beyond a simple notice requirement and reach[ing] into the relationship between a lender and a borrower, affecting the terms of credit itself." *Lako v. Portfolio Recovery Assocs.*, No. 20-cv-355-wmc, 2021 WL 3403632, 2021 U.S. Dist. LEXIS 145776, at *19 (W.D. Wis. Aug. 4, 2021). Both the OCC and other courts have held that similar state law right to cure provisions are preempted by federal law. *See, e.g.*, Preemption Determination and Order, 68 Fed. Reg. 46,264, 46,276–77 (Aug. 5, 2003) (right to cure requirement in Georgia law preempted by 12 C.F.R. § 34.4(a)(4));[5] *George v. Stonebridge Mortg. Co.*, 988 F. Supp. 2d 142, 147–48 (D. Mass. 2013) (finding Massachusetts law conditioning bank's ability to accelerate mortgage loan on provision of written notice to cure preempted by 12 C.F.R. § 34.4(a)(4)); *Lako*, 2021 U.S. Dist. LEXIS 145776, at *19 (holding that notice of right to cure provisions in Wisconsin Consumer Act are preempted by 12 C.F.R. § 7.4008(d)(4) as to national banks). *But see Boerner v. LVNV Funding LLC*, 358 F. Supp. 3d 767 (E.D. Wis. 2019).

This is not to say that the right to cure provisions have no import in South Carolina—they do, just not as to national banks and their assignees. Simply put, the Court's opinion has painted with too broad a brush by failing to recognize that Respondent and its assignor's obligations to send a right to cure notice were preempted by federal law where, as here, the issuing bank (Synchrony Bank) is a national bank.

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[5] 12 C.F.R. § 34.4 sets forth extremely similar preemption standards for national banks making real estate loans (as opposed to non-real estate loans), including an identical restriction on state statutes purporting to affect the "term to maturity of the loan," and both have nearly identical savings clauses that include statutes governing the right to collect debts. *Compare* 12 C.F.R. § 34.4(a)(4), (b)(5) *with* 12 C.F.R. § 7.4008(d)(4), (e)(4).

Nor does preemption leave consumers unprotected as was suggested by Appellant and her amicus. Indeed, national banks are heavily regulated. And while the notice of right to cure provisions at issue here are designed to give "the average consumer the opportunity to rehabilitate his account, to bring a billing error to the attention of . . . the creditor, or to negotiate a refinancing or deferral arrangement that may be required by a change in his financial circumstances,"[6] federal law offers Appellant similar protections subject to safety and soundness considerations. For example, the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.* ("TILA") and its implementing regulations require periodic statements be sent to the consumer which require the same information as the notice of right to cure and more. *See* 12 C.F.R. § 1026.7(b). Similarly, the Fair Credit Billing Act (which amended the TILA) requires prompt written acknowledgment of consumer billing complaints and investigation of billing errors by creditors, prohibits creditors from taking actions to adversely affect a consumer's credit standing until an investigation is completed. and affords other protections to consumers during the resolution of such disputes. *See* 15 U.S.C. § 1666. These and other federal laws ensure that national banks are subject to consistent and uniform Federal standards, administered and enforced by federal banking regulators and the OCC, that provide strong and extensive customer protections and appropriate safety and soundness-based criteria for their lending activities.

Because Synchrony Bank was not required to provide a notice of right to cure prior to accelerating the debt,[7] neither was Respondent. As this court found, Respondent is the assignee of

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[6] Kathleen Goodpasture Smith, *The South Carolina Consumer Protection Code: Text with Comments*, p. 306, cmt. 2 (4th ed. 2001).

[7] The trial court specifically found that "no notice of right to cure letter was required to be sent prior to commencement of this action." (R. p. 15). Although the trial court was not presented with a preemption argument, this Court may nevertheless affirm the trial court's judgment for any

Synchrony Bank, and as such, "stands in the shoes of its assignor." *Twelfth RMA Partners, L.P. v. Nat'l Safe Corp.*, 335 S.C. 635, 639, 518 S.E.2d 44, 46 (Ct. App. 1999) (quoting *Singletary v. Aetna Cas. & Sur. Co.*, 316 S.C. 199, 201, 447 S.E.2d 869, 870 (Ct. App. 1994)). Accordingly, Respondent was not required to send a notice of right to cure to Appellant.

II. The Court Additionally Erred by Overlooking the Timing and Impact of the Account's Charge Off on Respondent's Obligations to Comply with the Right to Cure Provisions.

Section 37-1-301(13) of the SCCPC defines a "creditor" as being "the person who grants credit in a consumer credit transaction or, except as otherwise provided, an assignee of a creditor's right to payment, ***but use of the term does not in itself impose on an assignee any obligation of his assignor***." (emphasis supplied). While the Court's opinion appears to overlook the import of this qualifying clause, the South Carolina legislature did not—making it clear that *timing* of when the obligation arose matters. Particularly, the comments to the SCCPC (which mirror those found in the Uniform Act) make clear that assignees are only responsible for obligations imposed on creditors which arose "***after*** their assignment unless the SCCPC provides otherwise . . . ." Kathleen Goodpasture Smith, *The South Carolina Consumer Protection Code: Text with Comments*, p. 65, cmt. subsection 13 (4th ed. 2001) (emphasis added).

In other words, timing matters ***unless*** the SCCPC provides otherwise. A closer look at the language of the statute reveals no express language in Section 37-3-510 or elsewhere which imposes on assignees, such as Respondent, an obligation to send a notice of right to cure. Therefore, unless the obligation to send a notice of right to cure arose ***after*** Respondent purchased the account, Respondent was not obligated to provide a notice of right to cure. And, as

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reason appearing in the record on appeal, including "upon a ground not taken in the Circuit Court." *Ketchin v. McCarley*, 26 S.C. 1, 7, 11 S.E. 1099, 1100 (1886).

demonstrated below, any obligation to do so arose ***prior to*** the assignment and was preempted by federal charge off requirements.

A. Federal Charge Off Requirements Preempt State Law.

In holding that Respondent was required to send a notice of right to cure ***prior*** to accelerating the amount due, the Court overlooked the ***impact*** and ***timing*** of charge off on the underlying obligation. Here, the balance was charged off and accelerated ***prior*** to the sale of the account to Respondent. (R. 75). The Court's ruling therefore creates an impossibility for purchasers of charged off credit card debt as the balance is both charged off and accelerated before the assignee purchases the account. Such a holding misapprehends the plain language and limitations set forth in S.C. Code Ann. § 37-1-301(13), as well as the substantial impairment provisions of S.C. Code Ann. §37-5-109(2).

National banks, like Respondent's assignee, Synchrony Bank, are required to charge off credit card accounts when they become 180 days past due and to classify them as a loss. Unif. Retail Credit Classification & Acct. Mgmt. Policy, 65 Fed. Reg. 36,903, 36,904 (June 12, 2000) (the "FFIEC Rule"). *See also* OCC Bulletin 2000-20 (Jul. 20, 2000) (adopting the FFIEC Rule and applying it to all national banks and their operating subsidiaries). Charge off reflects a federally mandated determination that an account "is considered uncollectible, and of such little value that its continuance on the books is not warranted." Unif. Retail Credit Classification & Acct. Mgmt. Policy, 65 Fed. Reg. 36,903, 36,904 n.1 (June 12, 2000). The account is thereafter treated as "an essentially worthless asset." *Id.*

Charge off is a critical component of a national bank's legal requirement to implement and

observe safety and soundness requirements.[8] These requirements[9] are deemed necessary to maintain the stability of the banking system by ensuring the entity does not engage in risky practices which may mask the performance or quality of its portfolio. They are just one way in which federal law provides safety and soundness guardrails to national banks. And, to be clear, charge-off is "not a voluntary action of the creditor" but is required to maintain the safety and soundness of federal banking institutions. *Bunce v. Portfolio Recovery Assocs., LLC*, No. 14-2149-JTM, 2014 WL 5849252, 2014 U.S. Dist. LEXIS 159679, at *4 (D. Kan. Nov. 12, 2014); *see also New Century Fin. Servs., Inc. v. Oughla*, 437 N.J. Super. 299, 312, 98 A.3d 583, 590 (N.J. Super. Ct. App. Div. 2014) (citing FFIEC Rule).

The Court overlooked the preemptive effect of the FFIEC Rule on the right to cure provisions, particularly regarding the reinstatement provisions found in S.C. Code. Ann. § 37-5-111(1) ("Cure restores the consumer to his rights under the agreement as though defaults had not occurred"). Regulations of the OCC, including the FFIEC Rule, which interpret and apply the NBA have the same preemptive effect as the NBA itself. *Barnett Bank of Marion Cty., N.A. v. Nelson*, 517 U.S. 25, 32 (1996) (holding that the NBA and its implementing regulations are generally presumed to preempt state law).

The NBA and its implementing regulations, like the FFIEC Rule, preempt state law where,

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[8] *See* 12 U.S.C. § 1831p-1 (requiring each federal banking agency to prescribe, enforce, and oversee the implementation of standards designed to ensure the safety and soundness of the banks governed by each such agency); 12 C.F.R. § 30.1 *et seq.* (setting forth OCC safety and soundness requirements applicable to national banks and federal savings associations).

[9] "Safety and soundness concerns arise when prolonged negative amortization, inappropriate fees, and other practices inordinately compound or protract consumer debt or mask portfolio performance and quality." FDIC Credit Card Activities Manual, Chapter IX (Portfolio Management), https://www.fdic.gov/regulations/examinations/credit_card/ch9.html.

as here, the state law would significantly impair the operations of national banks with respect to defaulted accounts because the FFIEC Rule does not allow for reinstatement of an account once the account is charged off. *See Watters v. Wachovia Bank, N.A.*, 550 U.S. 1, 11 (2007) (citations omitted). And, more to the point, the FFIEC Rule does not allow a consumer to "cure" his default once the account is more than 180 days past due. Because South Carolina's right to cure provisions were preempted by federal law, neither Synchrony Bank nor its assignee, the Respondent, were required to provide a notice of right to cure.

B. Federally Mandated Charge Off Left the Prospect of Payment Significantly Impaired.

Even absent preemption, the Court erred in holding that Respondent was required to provide a notice of right to cure under the facts presented. In doing so, the court overlooked Respondent's argument that charge off created a significant impairment to the prospect of payment. Here, Synchrony Bank sent Appellant no less than six (6) monthly periodic statements informing her of her past due balance and the amount necessary to restore her account to good standing. (R. pp. 324–357). When Appellant failed to cure her default and the account became 180 days past due, Synchrony Bank charged off the account and closed it as it was required to do under controlling federal law. (R. p. 155, lines 2–4). At that point, the prospect of a continuing relationship between the consumer and creditor became significantly impaired, a condition no notice of right to cure sent by Respondent could fix.

And timing matters. Any right to cure which existed (and Respondent submits that such right was preempted by federal law) arose ***prior*** to the assignment to Respondent. A closer look at the right to cure provisions supports the conclusion that an assignee like Respondent is not required to send a notice of right to cure after charge off. Only those loans which are susceptible to being cured by the consumer without impairing a ***continuing*** contractual relationship require a

notice of right to cure. Where, as here, the credit card has been charged off, a fact which is not in dispute, and was ***then*** sold to a debt buyer, there is no ability to cure and reinstate the loan. To send such a notice where the credit card balance has been charged off would be misleading to the consumer because "cure restores the consumer to his rights under the agreement as though the defaults had not occurred." *See* S.C. Code § 37-5- 111.

Following the Court's holding to its logical conclusion and requiring purchasers of charged off obligations to send a notice of right to cure under the facts presented here would create an impossible result. Had Respondent sent a notice of right to cure and had Appellant exercised that right to cure, Respondent could not restore Appellant with the rights under her revolving credit agreement. Why? Because Respondent is not a lender or a credit card issuer and restoring Appellant's rights under the revolving credit agreement would have required Respondent, a non-lender, to issue credit to Appellant. Here, a notice of right to cure serves no purpose because the consumer cannot be restored to his or her "rights under the agreement as though the defaults had not occurred." S.C. Code Ann. § 37-5-111(1). This makes good sense because where federal law ***mandates*** that a national bank treat an account as uncollectible, the "prospect of payment" on the account should be deemed "significantly impaired" as a matter of law. S.C. Code Ann. § 37-5-109(2).

III. To the Extent a Right to Cure Was Required, Synchrony Bank's Periodic Statements Met the Requirements of the SCCPC.

Moreover, the Court overlooked Respondent's alternative argument that even if, *arguendo*, a notice of right to cure was required in this case, Synchrony Bank's periodic statements nevertheless met those requirements. Synchrony Bank sent six (6) periodic monthly statements, each of which contained the requisite elements of information mandated by S.C. Code Ann. § 37-

5-110(2). (R. pp. 324–372). Each statement contained: "the name, address and telephone number of the creditor to whom payment is to be made, a brief identification of the credit transaction, the consumer's right to cure the default, and the amount of payment and date by which payment must be made to cure the default." S.C. Code Ann. § 37-5-110(2). No specific form is mandated by the right to cure provisions. *Id.* The statements provided to Appellant, therefore, contained sufficient information to enable her "to understand h[er] predicament and to encourage h[er] to take appropriate steps to alleviate it." Kathleen Goodpasture Smith, *The South Carolina Consumer Protection Code: Text with Comments*, p. 306, cmt. 1 (4th ed. 2001). Therefore, to the extent a right to cure was required, the periodic statements sent by Synchrony Bank satisfied the requirement.

CONCLUSION

For the foregoing reasons, Respondent respectfully requests the Court grant Respondent's request for rehearing and alter or amend its order to find that Respondent, as the assignee of a national bank, was not required to send a notice of right to cure and affirm the trial court's dismissal of Appellant's counterclaims in their entirety.

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September 5, 2023

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appellate Case No. 2020-00935

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge, Dorchester County
Maite Murphy, Circuit Court Judge, Dorchester County

Case No. 2018-CP-18-00729

Portfolio Recovery Associates, LLC Assignee of Synchrony Bank/HH Gregg
Respondent,

v.

Jennifer Campney, Defendant

and

Jennifer Campney, Third-party Plaintiff,

v.

Cooling & Winter, LLC, Third-party Defendant, of whom Jennifer Campney is the Appellant.

CERTIFICATE OF SERVICE

I certify that I have on this day served a copy of the foregoing **RESPONDENT'S PETITION FOR REHEARING** upon all parties to this action by placing a copy of it in the United States Mail, first class postage prepaid, addressed as follows:

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September 5, 2023

VIA FEDEX
Clerk, South Carolina Court of Appeals
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Columbia, SC 29201

Re: *Portfolio Recovery Associates, LLC Assignee of Synchrony Bank/HH Gregg v. Jennifer Campney and Jennifer Campney v. Cooling & Winter, LLC*
Docket No. 2020-000935
Our File No. M80607-27

Dear Sir or Madam:

Enclosed herein for filing in the above referenced matter, please the original and six (6) copies of Respondent Portfolio Recovery Associates, LLC's Petition for Rehearing. A check in the amount of $50.00 is also enclosed for the fee. Please return a file stamped copy to me in the enclosed self-addressed prepaid envelope. Thank you in advance for your assistance with this matter.

Sincerely,

Caren D. Enloe

Caren D. Enloe

Encl./as stated

cc: John Cantrell
Joseph E. Brown
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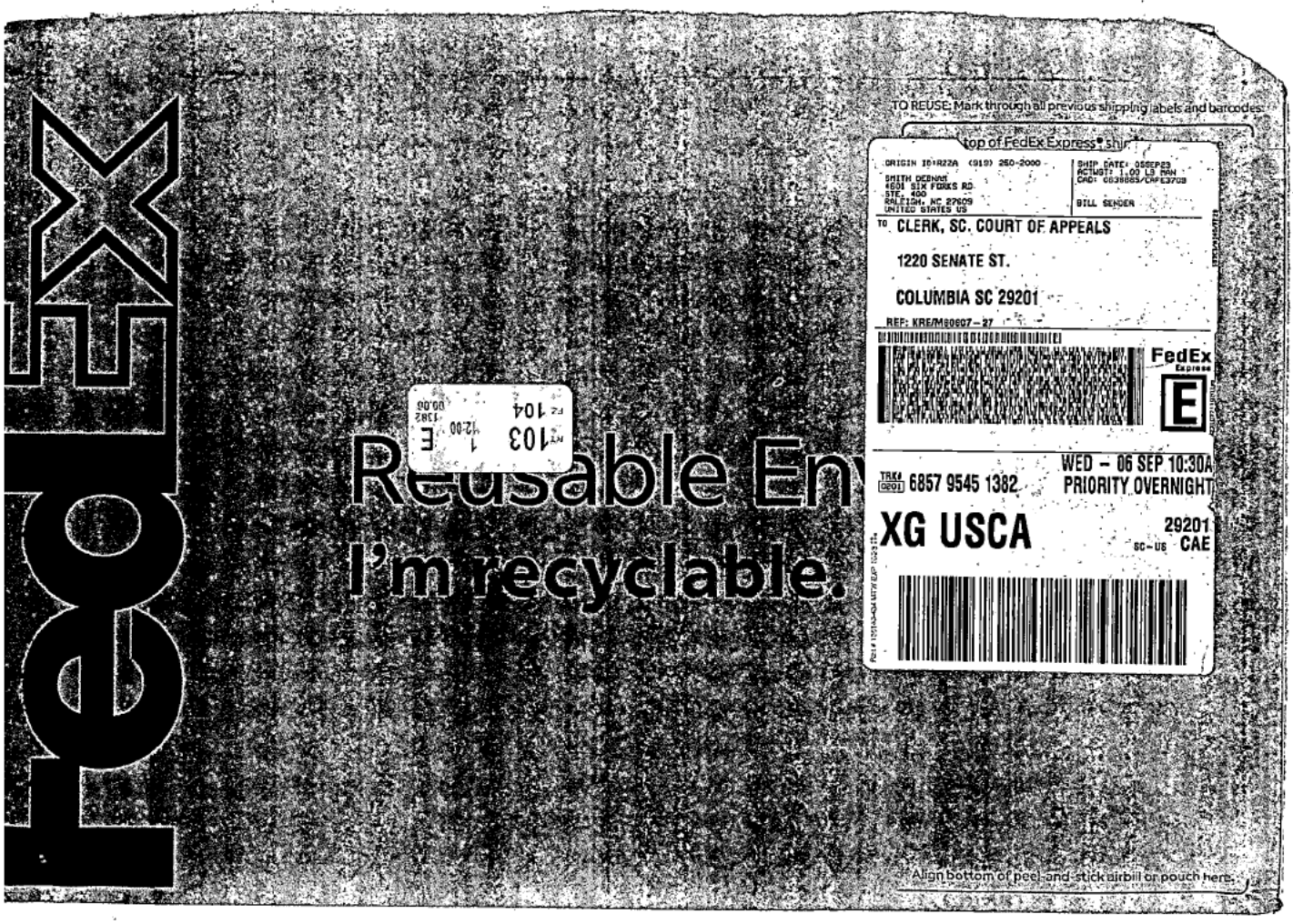
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