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S.C. SUPREME COURT

Exhibit 1

Petition and Motion for Leave of Amicus Curiae
South Carolina Department of Consumer Affairs
to File a Reply Brief (Filed Aug 31, 2021)

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Aug 31 2021

SC Court of Appeals

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

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

Appellate Case No. 2020-000935

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

v.

Jennifer Campney,Appellant,

and

Jennifer Campney, Third-party Plaintiff,

v.

Cooling & Winter, LLC, Third-party Defendant,

Of whom Jennifer Campney is the Appellant

**PETITION AND MOTION FOR LEAVE OF AMICUS CURIAE SOUTH CAROLINA
DEPARTMENT OF CONSUMER AFFAIRS TO FILE A REPLY BRIEF**

**SOUTH CAROLINA DEPARTMENT OF
CONSUMER AFFAIRS**

Carolyn Grube Lybarker

Administrator/Consumer Advocate

Kelly H. Rainsford

Deputy Administrator/General Counsel

Post Office Box 5757

Columbia, SC 29250-5757

Pursuant to Rule 213 of the South Carolina Appellate Court Rules, Amicus Curiae South Carolina Department of Consumer Affairs (“the Department”) hereby respectfully moves before the South Carolina Court of Appeals in the exercise of its jurisdiction for leave to submit a reply brief on certain issues raised in the response to the Department’s Amicus Curiae brief. The Department is filing this unorthodox motion to offer expertise on two new, novel arguments that had not been argued or raised to any court in this case prior to the response brief.

On May 27, 2021, this Court granted the Department’s motion to appear as Amicus Curiae and ordered that the brief be filed within thirty days. On June 24, 2021, the Department filed its Amicus Curiae brief. On July 9, 2021, this Court granted Respondent Portfolio Recovery Associates, LLC Assignee of Synchrony Bank/HH Gregg’s (“PRA”) Motion for an Extension of Time until August 25, 2021, to file a response to the Department’s brief. PRA filed its response on August 25, 2021.

In its response to the Department’s brief, PRA articulated two new, novel arguments that had not been argued at the Dorchester County Court of Common Pleas or in any briefs filed with this Court in this case. Specifically, PRA argued (1) the National Bank Act preempts the South Carolina Consumer Protection Code and (2) a lender and its subsequent assignee do not have a duty to send a notice of a right to cure when an account has been “charged off.”

As mentioned in its previous motion for leave to appear as Amicus Curiae, the Department is the sole state agency designated by the General Assembly to construe and provide official legal interpretations of the South Carolina Consumer Protection Code, of which both consumer loans and the notice of the right to cure are part. See S.C. Code Ann. §§ 37-6-104(1)(b); 37-6-506; 37-3-101 et seq.; and 37-5-110. Such interpretations of law are afforded deference by the courts and persons relying upon them are provided a safe harbor for compliance unless and until the

interpretations are changed or deemed invalid. Lexington Law Firm v. S.C. Dep't of Consumer Affairs, 382 S.C. 580, 677 S.E.2d 591 (2009); see S.C. Code Ann. §§ 37-6-104(4) and 37-6-506(3).

Also, as mentioned in the previous motion for leave to appear as Amicus Curiae, the Department has an interest in the orderly administration of the South Carolina Consumer Protection Code and in fulfilling its purposes in protecting consumers in the credit marketplace. Moreover, as the agency tasked with administering and enforcing the South Carolina Consumer Protection Code, the Department has expertise that may assist the Court in the resolution of the issues before it including the new arguments presented in PRA's response to the Department's Amicus Curiae brief. As such, the Department respectfully requests this Court grant its motion to file a reply brief to PRA's response brief or, in the alternative, to strike the new arguments from PRA's brief.

Respectfully submitted,



Carolyn Grube Lybarker, S.C. Bar No. 73744

Administrator/Consumer Advocate

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General Counsel

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Attorneys for South Carolina Department of Consumer Affairs

August 31, 2021
Columbia, South Carolina

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Aug 31 2021

SC Court of Appeals

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge, Dorchester County
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Portfolio Recovery Associates, LLC
Assignee of Synchrony Bank/HH Gregg,Respondent,

v.

Jennifer Campney,Appellant,

and

Jennifer Campney, Third-party Plaintiff,

v.

Cooling & Winter, LLC, Third-party Defendant,

Of whom Jennifer Campney is the Appellant

PROOF OF SERVICE

I, the undersigned employee of the South Carolina Department of Consumer Affairs, hereby certify that the Petition and Motion for Leave of Amicus Curiae South Carolina Department of Consumer Affairs to File a Reply Brief in the above-referenced matter was served on the following counsel of record via e-mail at the addresses listed below:

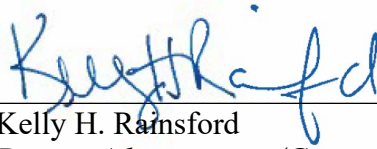
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Attorney for Appellant

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Attorneys for Respondent



Kelly H. Rainsford
Deputy Administrator/General Counsel

August 31, 2021
Columbia, South Carolina

Exhibit 2

Order Denying Motion (Filed Oct 18, 2021)

The South Carolina Court of Appeals

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.

Appellate Case No. 2020-000935

ORDER

After careful consideration, Amicus Curiae South Carolina Department of Consumer Affairs has filed a motion requesting permission to file a brief in reply to Respondent's response brief. After careful consideration, the motion is denied.


FOR THE COURT

Columbia, South Carolina

cc:

John R Cantrell, Jr., Esquire

Salvatore Louis Schiappa, III, Esquire

Jesse Ronald Jones, Jr., Esquire
Caren D. Enloe, Esquire
Carolyn Grube Lybarker, Esquire
Kelly Hunter Rainsford, Esquire

FILED
Oct 18 2021

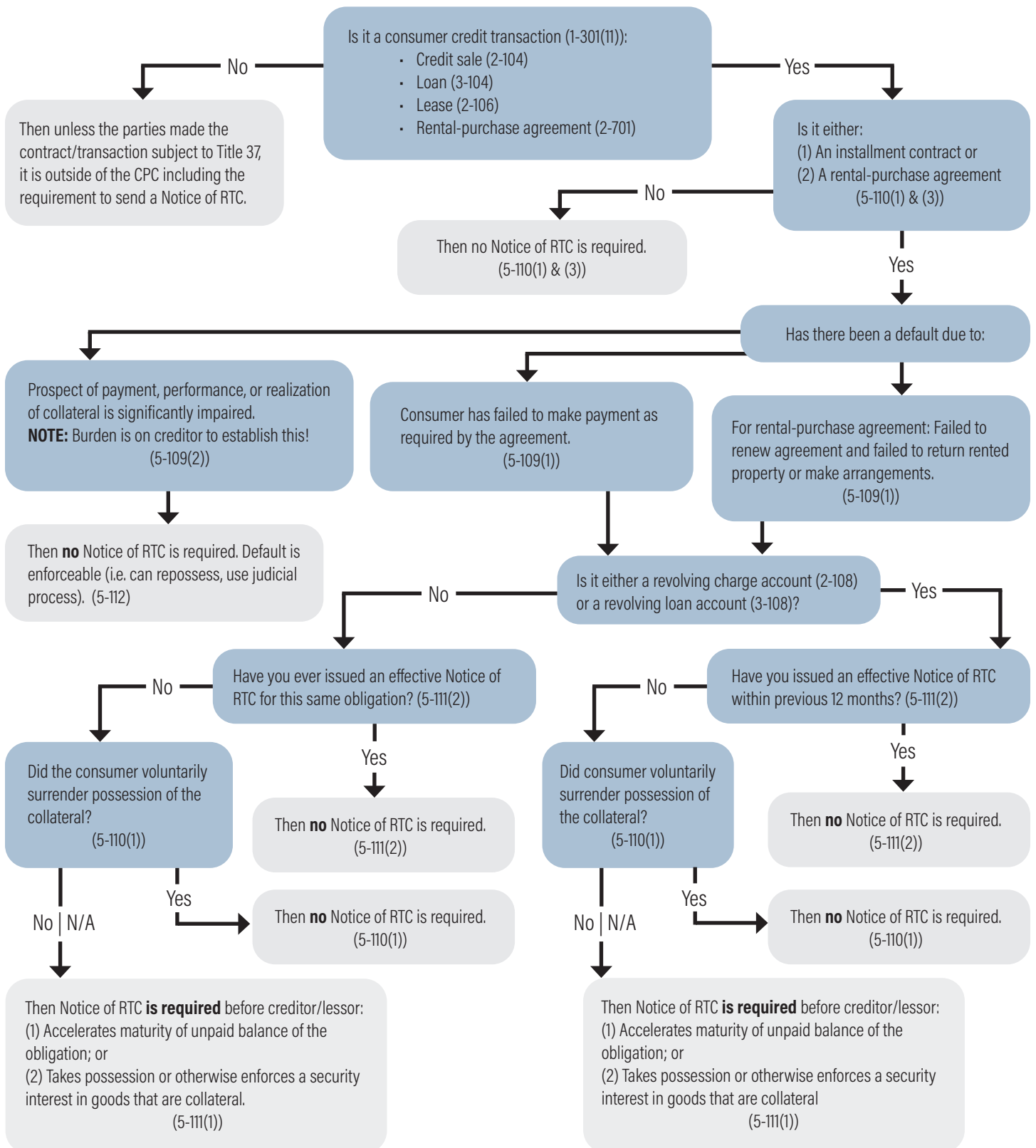
Exhibit 3

Right To Cure Flow Chart and Right To Cure
Timing Chart

The following flowchart is intended to provide general guidance regarding whether a notice of a right to cure is required and is not meant to serve as a substitute for reading the various laws discussed, seeking legal counsel, or otherwise requesting Department guidance and/or interpretations on the laws it administers and enforces.

IS A NOTICE OF A RIGHT TO CURE REQUIRED BY TITLE 37?

Numbers in parentheses refer to the chapter and section of Title 37.



The following chart is intended to provide general guidance regarding the timing and content requirements for a notice of a right to cure and is not meant to serve as a substitute for reading the various laws discussed, seeking legal counsel, or otherwise requesting Department guidance and/or interpretations on the laws it administers and enforces.

NOTICE OF RIGHT TO CURE (RTC)

Timing, Content and What the Consumer Can Cure

Description/Activity	Credit Sale, Loan, Lease	Rental-Purchase Agreement (Rent-to-Own)
Payment Due	Day 1	Day 1
Delay required before sending Notice of RTC	<p>§ 37-5-110(1) 10 full days:</p> <p style="text-align: right;">Day 2 Day 3 Day 4 Day 5 Day 6 Day 7 Day 8 Day 9 Day 10 Day 11</p>	<p>§ 37-5-110(3) 3 full business days:</p> <p style="text-align: right;">1st business day 2nd business day 3rd business day</p>
First day creditor/lessor can send Notice of RTC	Day 12	Day after the 3rd business day
		<p><i>(Day 5 would be the earliest the Notice of RTC could be sent and that is only if Days 2, 3, and 4 are all business days)</i></p>
Minimum period for consumer to cure default after notice is given	<p>§ 37-5-111(1) 20 full days before creditor/lessor can:</p> <ul style="list-style-type: none"> • accelerate maturity of the unpaid balance of the obligation, or • take possession of or otherwise enforce a security interest in goods that are collateral 	<p>§ 37-5-111(3) If payments or options to renew are <u>monthly or less frequent than monthly</u>; lessor may not instigate court action to recover rented property until <u>5 days</u> after giving Notice of RTC</p> <p>§ 37-5-111(4) If payments or options to renew are more frequent than monthly (e.g. weekly or biweekly); lessor may not instigate court action to recover rented property until 3 days after giving Notice of RTC</p>

The following chart is intended to provide general guidance regarding the timing and content requirements for a notice of a right to cure and is not meant to serve as a substitute for reading the various laws discussed, seeking legal counsel, or otherwise requesting Department guidance and/or interpretations on the laws it administers and enforces.

<p>Content of Notice of RTC</p>	<p>§ 37-5-110(2) The notice must be in writing and conspicuously state:</p> <ul style="list-style-type: none"> ▪ 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. 	<p>§ 37-5-110(4) The notice must be in writing and conspicuously state:</p> <ul style="list-style-type: none"> ▪ the name, address, and ▪ telephone number of the lessor to whom payment is to be made, ▪ a brief identification of the 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.
<p>Types of default and how consumer can cure them</p>	<p>§ 37-5-111(1) Consumer may cure:</p> <p>What: all defaults consisting of a failure to make the required payment</p> <p>How: by tendering the amount of all unpaid sums due at the time of the tender, without acceleration, plus any unpaid delinquency or deferral charges</p>	<p>§ 37-5-111(5) Consumer may cure:</p> <p>What: all defaults consisting of failure to renew and failure to return the property</p> <p>How: by tendering the amount of all unpaid sums due at the same time of the tender plus any unpaid delinquency charges or other charges authorized by Part 7, Chapter 2</p>

Exhibit 4

Sampling of Judicial Branch's Public Index
Complaints for Right To Cure Language
(Example and Chart)

JEB S1400616
STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. _____-CP-_____

SYNCHRONY BANK
Plaintiff

vs.

COMPLAINT

2014-CP-23-3446

RICHARD ROCKWOOD JR
Defendant

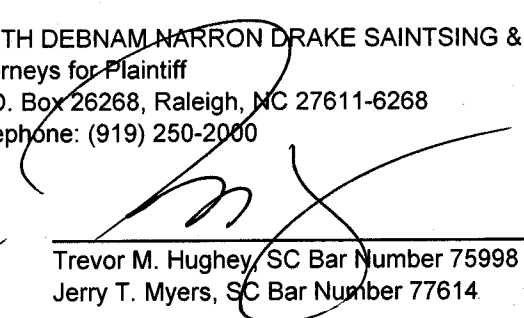
FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS
2014 JUN 20 PM 4:53

The Plaintiff complaining of the Defendant alleges and says:

1. The Plaintiff is a federal savings bank. As of June 2, 2014, Plaintiff changed its name from Capital Retail Bank to Synchrony Bank.
2. The Defendant resides in Greenville County and is neither an infant nor incompetent.
3. The Plaintiff provided credit to the Defendant pursuant to a revolving credit agreement with Home Design and the Defendant has failed to pay Plaintiff.
4. The Defendant owes the principal amount of \$4,563.38, according to the Affidavit of Account annexed hereto as Exhibit "A", and the Statement of Account annexed hereto as Exhibit B", both exhibits incorporated herein by reference.
5. That the business transaction described herein may be a consumer credit transaction as contemplated by the South Carolina Consumer Protection Code. Defendant is in default and Plaintiff is entitled to the amounts as referenced above. This amount is determined by assessing all due charges to Defendant's account.
6. On information and belief, the Notice of Consumer's Right to Cure, as contemplated under S.C. Code of Laws Ann. Sections 37-5-110 and 37-5-111, was sent to the Defendant.

WHEREFORE, Plaintiff demands Judgment against the Defendant for the principal amount of \$4,563.38, plus court costs and the Plaintiff waives post-judgment interest.

SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, L.L.P.
Attorneys for Plaintiff
P. O. Box 26268, Raleigh, NC 27611-6268
Telephone: (919) 250-2000

BY: 
Trevor M. Hughey, SC Bar Number 75998
Jerry T. Myers, SC Bar Number 77614

Dated: 6-12- 2014

This communication is from a debt collector. The purpose of this communication is to collect a debt and any information obtained will be used for that purpose.

Full Case No.	Case	Right To Cure Language
2014CP1000632	GE Capital Retail Bank v. Manseau	Yes, was sent to consumer
2014CP1003822	Synchrony Bank v. Smith	Yes, was sent to consumer
2014CP1004289	Synchrony Bank v. Dennis	Yes, was sent to consumer
2014CP2301409	GE Capital Retail Bank v. Marion Scott	Yes, was sent to consumer
2014CP2301707	GE Capital Retail Bank v. Carolyn Lewis	Yes, was sent to consumer
2014CP2302513	Ge Capital Retail Bank v. Auburn Trommetter	Yes, was sent to consumer
2014CP2302585	GE Capital Retail Bank v. Annie Jackson	Yes, was sent to consumer
2014CP2302722	GE Capital Retail Bank v. Jessica Britton	Yes, was sent to consumer
2014CP2303446	Synchrony Bank v. Richard Rockwood Jr	Yes, was sent to consumer
2014CP2303779	Synchrony Bank v. Sherry Miller	Yes, was sent to consumer
2014CP2303841	Synchrony Bank v. Heather Bradshaw	Yes, was sent to consumer
2014CP2304125	Citibank N A v. Robert Mathewson	"Was sent or was not required"
2014CP2306639	Cavalry Spv I LLC ,(Capital One) v. Harvest Sims	Yes, was sent to consumer
2014CP2602837	Capital One (PRA) (HSBC) v. CUTLER	"Was sent or was not required"
2014CP2604523	Synchrony Bank v. Anthony Dematteo	Yes, was sent to consumer
2014CP2605665	Synchrony Bank v. Barbara Gore	No reference to RTC
2014CP2607025	Synchrony Bank v. Mary Heniford	Yes, was sent to consumer
2014CP3204355	Capital One (Cavalry Spy I, LLC) v. Leitzsey	Yes, was sent to consumer
2014CP4007339	Capital One (Cavalry SPV I LLC) (HSBC), v. Robin Griffith	Yes, was sent to consumer
2014CP4007569	Synchrony Bank v. Ron Littig	Yes, was sent to consumer
2014CP4203235	Synchrony Bank v. Russell Major	Yes, was sent to consumer
2014CP4400351	Synchrony Bank v. Randi Lapierre	Yes, was sent to consumer
2015CP1001745	Synchrony Bank v. Johnson	Yes, was sent to consumer
2015CP1002273	Synchrony Bank v. Sears	Yes, was sent to consumer
2015CP1004224	Synchrony Bank v. Sommer	Yes, was sent to consumer
2015CP2300129	Synchrony Bank v. John Burleson	Yes, was sent to consumer
2015CP2304584	Portfolio Recovery Associates Llc (Synchrony), v. Robert Rainwater	"Was sent or was not required"
2015CP2306599	Synchrony Bank v. Emily Mcneill	No reference to RTC
2015CP2600713	CitiBank (PRA) v. Cooper	"Was sent or was not required"
2015CP2600823	CitiBank (PRA) v. Sowell	"Was sent or was not required"
2015CP2600824	Capital One (PRA) v. Lipinski	"Was sent or was not required"
2015CP2600826	CitiBank (PRA) v. Hipp	"Was sent or was not required"
2015CP2604012	Synchrony Bank v. Joanne Ridgely	No reference to RTC
2015CP2604168	Synchrony Bank v. Linda Lewis	Yes, was sent to consumer
2015CP2604431	Citibank NA v. Shane M Goheen	"Was sent or was not required"
2015CP2605201	Synchrony Bank v. Linda Chastain	Yes, was sent to consumer
2015CP2605230	Citibank NA v. Ervin C Brock	"Was sent or was not required"
2015CP2605518	Synchrony Bank v. Iris Baul	Yes, was sent to consumer
2015CP2605519	Synchrony Bank v. Mary Smith	Yes, was sent to consumer
2015CP2605660	Synchrony Bank v. Samuel Plue	Yes, was sent to consumer

Full Case No.	Case	Right To Cure Language
2015CP2605661	Synchrony Bank v. Ashley Ridgeway	Yes, was sent to consumer
2015CP2606675	Citibank NA v. Kay D Ellison	"Was sent or was not required"
2015CP2801114	Synchrony Bank v. Nancy Plott	Yes, was sent to consumer
2015CP4002815	Synchrony Bank v. Leandre Gregory	Yes, was sent to consumer
2016CP0402731	Synchrony Bank v. Shannon Ellison	Yes, was sent to consumer
2016CP1000055	Synchrony Bank v. Smith	Yes, was sent to consumer
2016CP1002077	Synchrony Bank v. Conover	Yes, was sent to consumer
2016CP1006119	Synchrony Bank v. Harriett	Yes, was sent to consumer
2016CP1006328	Synchrony Bank v. McFadden	Yes, was sent to consumer
2016CP2300982	Synchrony Bank v. Ebony Sullivan	No reference to RTC
2016CP2601619	Citibank NA v. Deborah B Kiser	"Was sent or was not required"
2016CP2602027	Citibank NA v. Joanne C Ridgely	"Was sent or was not required"
2016CP2605391	Synchrony Bank v. Michael Jobe	No reference to RTC
2016CP2605622	Citibank NA v. Marilyn S Ward	Yes, was sent to consumer
2016CP2606078	Synchrony Bank (PRA) v. GRAY	"Was sent or was not required"
2016CP2607088	Synchrony Bank (PRA) v. STRICKLAND	"Was sent or was not required"
2016CP2607550	Synchrony Bank v. Leon Bowes	Yes, was sent to consumer
2016CP2607809	Citibank NA v. Jeff Hancock	Yes, was sent to consumer
2017CP0701628	Synchrony Bank v. Susan Summerall	Yes, was sent to consumer
2017CP1000397	Synchrony Bank v. Driskell	Yes, was sent to consumer
2017CP1005432	Synchrony Bank v. Renau	Yes, was sent to consumer
2017CP1801299	Synchrony Bank (PRA) v. Jeffers	"Was sent or was not required"
2017CP2600699	CitiBank (PRA) v. Carter	"Was sent or was not required"
2017CP2600923	Synchrony Bank (PRA) v. BOETTGER	"Was sent or was not required"
2017CP2602187	Synchrony Bank (PRA) v. FALCON	"Was sent or was not required"
2017CP2602418	Capital One (Bureaus Investment Group Portfolio No 15 LLC) v. Orner	"Was sent or was not required"
2017CP2602419	Capital One (Bureaus Investment Group Portfolio No 15 LLC) v. Kearney	"Was sent or was not required"
2017CP2602720	Synchrony Bank v. Deshazio Mattison	No reference to RTC
2017CP2602889	Synchrony Bank (PRA) v. TODD	"Was sent or was not required"
2017CP2603552	Synchrony Bank v. Harry Hershey	Yes, was sent to consumer
2017CP2603594	Synchrony Bank (PRA) v. ACEVEDO	"Was sent or was not required"
2017CP2604513	Synchrony Bank v. Stephanie Paglia	Yes, was sent to consumer
2017CP2604970	Synchrony Bank v. Lori Holly	Yes, was sent to consumer
2017CP2607329	CitiBank (PRA) v. Volpe	"Was sent or was not required"
2017CP2607346	CitiBank (PRA) v. Franken	"Was sent or was not required"
2018CP1004060	Synchrony Bank v. Greene	Yes, was sent to consumer
2018CP2300305	Cavalry Spv I Llc (Synchrony) v. Joanne Taylor	Yes, was sent to consumer
2018CP2304406	Synchrony Bank v. Pamela Oconnell	Yes, was sent to consumer
2018CP2600398	Synchrony Bank (Cavalry SPV I LLC) v. YORK	Yes, was sent to consumer
2018CP2600404	Synchrony Bank (Cavalry SPV I LLC) v. WATTS	Yes, was sent to consumer
2018CP2600412	CitiBank (Cavalry SPV I LLC) v. RISH	Yes, was sent to consumer

Full Case No.	Case	Right To Cure Language
2018CP2600413	Synchrony Bank (Cavalry SPV I LLC) v. BARNES	Yes, was sent to consumer
2018CP2601566	Synchrony Bank v. Susan Anderson	Yes, was sent to consumer
2018CP2601575	Synchrony Bank v. Mary Lathan	Yes, was sent to consumer
2018CP2601646	Synchrony Bank v. Suzan Gardner	Yes, was sent to consumer
2018CP2601775	Capital One Bank USA NA v. David B Binder	"Was sent or was not required"
2018CP2603203	Citibank Na v. Eduardo H Hernandez	Yes, was sent to consumer
2018CP2603694	Synchrony Bank v. Niel Jewell	No reference to RTC
2018CP2603700	Citibank Na v. Christopher C Johnson	"Was sent or was not required"
2018CP2606494	CitiBank (PRA) v. RICHARDSON	"Was sent or was not required"
2019CP1000031	Synchrony Bank v. Thompson	Yes, was sent to consumer
2019CP1002664	Synchrony Bank v. Blanton	Yes, was sent to consumer
2019CP2303978	Citibank N A v. Thong T Nguyen	Yes, was sent to consumer
2019CP2306537	Citibank N A v. Loretta S Wright	Yes, was sent to consumer
2019CP2307495	Cavalry Spv Illc (citiBank) v. Christopher Kerns	Yes, was sent to consumer
2019CP2601012	Synchrony Bank v. Susan Erickson	Yes, was sent to consumer
2019CP2602168	Synchrony Bank (PRA) v. WHEELER	"Was sent or was not required"
2019CP2602340	Synchrony (Bureaus Investment Group Portfolio No 15 LLC) v. POSTON	"Was sent or was not required"
2019CP2602480	CitiBank (PRA) v. SHANNON	"Was sent or was not required"
2019CP2604320	Synchrony Bank (PRA) v. LEASURE	"Was sent or was not required"
2019CP2604360	Citibank Na v. Carolyn Gragen	Yes, was sent to consumer
2019CP2604543	Citibank N.A. v. Wayne K Cole	Yes, was sent to consumer
2019CP2605014	Synchrony Bank v. Zoe Amphrazis	Yes, was sent to consumer
2019CP2605062	Synchrony Bank v. James Johnston	Yes, was sent to consumer
2019CP2605188	Synchrony Bank v. Christena Terry	No reference to RTC
2019CP2605209	Synchrony Bank (PRA) v. STRICKLAND	"Was sent or was not required"
2019CP2605318	Synchrony Bank (PRA) v. MOBLEY	"Was sent or was not required"
2019CP2606224	CitiBank (Cavalry SPV I LLC) v. Cresta	Yes, was sent to consumer
2019CP2608245	Citibank Na v. Jodi M Schleichardt	Yes, was sent to consumer
2020CP1000703	Synchrony Bank v. Sanders	Yes, was sent to consumer
2020CP1001515	Synchrony Bank v. Jinks	Yes, was sent to consumer
2020CP2601147	CitiBank (Cavalry SPV I LLC) v. HYAMS	Yes, was sent to consumer
2020CP2601219	Citibank NA v. J L Thompson Jr	Yes, was sent to consumer
2020CP2602137	Synchrony Bank v. Lawrence Thomasson	Yes, was sent to consumer
2020CP2603186	Synchrony Bank (Cavalry SPV I LLC) v. EDWARDS	Yes, was sent to consumer
2020CP2603214	Synchrony Bank (Cavalry SPV I LLC) v. BROOKS	Yes, was sent to consumer
2020CP2603646	CitiBank (Cavalry SPV I LLC) v. WELLS	Yes, was sent to consumer
2020CP2604872	Citibank N A v. William C Vanhouten	Yes, was sent to consumer
2020CP2605621	Synchrony Bank (PRA) v. CAUSEY	"Was sent or was not required"
2021CP1000956	Synchrony Bank v. Blake	Yes, was sent to consumer
2021CP1001409	Synchrony Bank v. Timmons	Yes, was sent to consumer
2021CP1001635	Citibank v. Dzierzbinski	Yes, was sent to consumer

Full Case No.	Case	Right To Cure Language
2021CP1002918	Synchrony Bank v. Hanna	Yes, was sent to consumer
2021CP1005565	Synchrony Bank v. Barnett	Yes, was sent to consumer
2021CP2600629	Synchrony Bank v. Joann Hall	Yes, was sent to consumer
2021CP2600630	Synchrony Bank v. Marion B Bingham	Yes, was sent to consumer
2021CP2600695	Citibank NA v. Alan W Cardona	Yes, was sent to consumer
2021CP2600697	Citibank Na v. Christopher Kowalczyk	Yes, was sent to consumer
2021CP2600757	Citibank NA v. Lawrence A Mileo	Yes, was sent to consumer
2021CP2600849	Synchrony Bank v. Sandra W Durham	Yes, was sent to consumer
2021CP2605054	Synchrony Bank v. Brittany Lauer	Yes, was sent to consumer
2021CP3201413	Goldman Sachs Bank Usa v. Dawn Evans	Yes, was sent to consumer
2022CP1000953	Citibank v. Sutphin	Yes, was sent to consumer
2022CP1001191	Synchrony Bank v. McClarnon	Yes, was sent to consumer
2022CP1003482	Synchrony Bank v. Hannah	Yes, was sent to consumer
2022CP1003630	Synchrony Bank v. Poyer	Yes, was sent to consumer
2022CP2305867	Pca Acquisitions V Llc, (Capital One) v. Chris C Hack	"Was sent or was not required"
2022CP2600012	Synchrony Bank v. Robert Adams	Yes, was sent to consumer
2022CP2600419	Synchrony Bank v. Monica Uhrig	Yes, was sent to consumer
2022CP2601226	Citibank NA v. John J Weiss	Yes, was sent to consumer
2022CP2604484	Citizens Bank NA v. Daryle C Edens	Yes, was sent to consumer
2022CP2607024	Citi Bank v. Charles Schmitz	Yes, was sent to consumer
2022CP4000896	CitiBank v. Daise	Yes, was sent to consumer
2023CP1001411	Synchrony Bank v. Hamilton	Yes, was sent to consumer
2023CP1002802	Synchrony Bank v. Shuler	Yes, was sent to consumer
2023CP2600338	Synchrony Bank v. George Ott	Yes, was sent to consumer
2023CP2601761	Synchrony Bank v. Perry Mutton	Yes, was sent to consumer
2023CP2603666	Citibank N A v. Scott E Bagwell	Yes, was sent to consumer
2023CP2603667	Citibank N A v. April Vega	Yes, was sent to consumer
2023CP2607290	Synchrony Bank v. Jobina R Watson	Yes, was sent to consumer
2024CP2600211	Synchrony Bank v. Evfroceni Lawton	Yes, was sent to consumer
2024CP2602752	Synchrony Bank v. Fredric P Chetti	Yes, was sent to consumer
2024CP2607789	Citibank N A v. Kim Slawecki	Yes, was sent to consumer
2024CP2608705	Synchrony Bank v. John E Hewett	Yes, was sent to consumer
2024CP2608740	Citibank N A v. Elaine M Reilly	Yes, was sent to consumer
2024CP4000008	Citibank N A v. Irene M Johnson	Yes, was sent to consumer

Exhibit 5

S.C. Dep't of Consumer Affairs Administrative
Interpretation No. 5.110-8501, at 1 (Dec. 2, 1985)



STEVEN W. HAMM
ADMINISTRATOR
AND
CONSUMER ADVOCATE

The State of South Carolina

Department of Consumer Affairs

2801 DEVINE STREET
P. O. BOX 5757
COLUMBIA, S.C. 29250-5757

December 2, 1985

COMMISSIONERS
EMIL W. WALD
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Administrative Interpretation No. 5.110-8501

THE CURE NOTICE PROVIDED IN SECTION 37-5-110(2) MAY BE ALTERED TO DELETE REFERENCES TO PERSONAL RESPONSIBILITY FOR THE DEBT IN THOSE CASES IN WHICH THE CREDITOR MAY BE ENJOINED FROM COMMENCEMENT OF ACTION AGAINST THE DEBTOR BECAUSE OF A DISCHARGE OF THE DEBT IN BANKRUPTCY.

The Department has been asked whether the cure notice set forth in Exhibit 1 is sufficient for compliance with the South Carolina Consumer Protection Code in the following circumstances:

A consumer debtor is discharged in bankruptcy of personal liability. The debtor has retained possession of collateral throughout the pendency of the bankruptcy proceedings although he has made no payments on the account since pre-petitioned filing; the transaction is in default. The secured creditor wishes to enforce its lien by repossessing the collateral, but is concerned that specific reference of the amount of the debt could connote personal liability of the debtor, thereby triggering application of 11 U.S.C. § 524(a)(2).

The notice in the exhibit tracks the language of the notice in S. C. Code Ann. § 37-5-110 (1976 as amended) with two exceptions. It deletes the reference to personal liability which states "[t]hese rights include . . . the right, in many instances, to hold you personally responsible for any difference between the amount the property brings in a sale and the balance due us on the credit transaction in question." It also adds two sentences explaining the consumer's rights with regard to the collateral: "You have been discharged from personal liability on this obligation in recent bankruptcy proceedings and we cannot enforce payment if you fail to respond to this Notice. However, bankruptcy law authorizes us to repossess the collateral if you fail to make payment as set forth herein."

Section 37-5-110(2) requires only that the notice be in substantially the form of the notice in that subsection in order to comply. We are aware of no intention on the part of the General Assembly to require absolute adherence to the specific terminology of the cure notice even in cases where that terminology is not appropriate, and thereby make it impossible for the creditor to repossess the item because of a reference in the notice to a personal debt.

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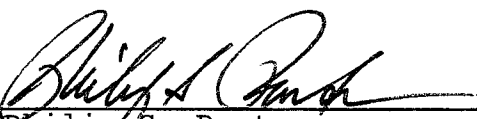
It is our opinion that the form set forth in the exhibit is sufficient to comply with the Consumer Protection Code under the circumstances described and if it is correctly filled out.

We express no opinion as to the sufficiency of any other form which deviates from the language set forth in Section 37-5-110. Our belief that this notice is sufficient is based upon the circumstances of its intended use, its conspicuousness, the absence of any misstatement of law or fact or any language which would tend to mislead the consumer with regard to his or her rights or obligations, as well as the clarity and accuracy of any language added to the Section 37-5-110 notice and its presentation in a manner which will not detract the consumer's attention from required language.

We likewise express no opinion as to the sufficiency or allowability of this notice under any provisions of the Federal Bankruptcy Code [11 U.S.C. §§ 101, et seq].

In summary, it is the opinion of this Department that a creditor may alter the cure notice under the circumstances described above without violating the Consumer Protection Code's cure notice provisions and without prejudicing its rights to proceed against the collateral as allowed by law.

Steven W. Hamm, Administrator

By: 
Philip S. Porter
Counsel to the Administrator

Attachment