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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Dale E. Van Slambrook, Circuit Court Judge

Appellate Case No. 2026-000827

Portfolio Recovery Associates, Respondent,

v.

Doris Vickers, Appellant.

INITIAL BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

1. **DID THE CIRCUIT COURT ERR WHEN RULING THAT RESPONDENT WAS NOT REQUIRED TO SEND A RIGHT TO CURE NOTICE TO APPELLANT BEFORE FILING SUIT?**

2. **DID THE CIRCUIT COURT ERR WHEN RULING THAT REQUIRING AN ASSIGNEE TO SEND A RIGHT TO CURE NOTICE BEFORE FILING SUIT WOULD EFFECTIVELY ELIMINATE THE STATUTE OF LIMITATIONS TO COLLECT CONSUMER DEBTS?**

STATEMENT OF THE CASE[1]

This is an appeal from a circuit court order reversing a magistrate court order that granted Appellant's motion to dismiss Respondent's debt collection complaint. Appellant ("Vickers") is a consumer whom Respondent ("PRA"), a debt buyer, claims is indebted to it for a consumer credit card debt.

PRA filed a debt collection Complaint against Vickers in Berkeley County, South Carolina magistrate court on February 7, 2025 seeking to collect $4,131.55 from Vickers with its causes of action being Breach of Contract and Account Stated. (Complaint). Vickers responded to PRA's Complaint with a motion to dismiss the Complaint due to PRA's alleged failure to comply with the South Carolina Notice of Right to Cure ("NORTC") statutes[2] before accelerating the balance due on the credit card debt and filing suit. (MTD). After briefing by both parties, the magistrate noticed the case for a bench trial[3] and held a hearing on Vickers' motion to dismiss the complaint. After the motion hearing, and before a rescheduled bench trial

[1] To the extent that the circuit court in paragraph 2 of its order makes certain factual findings regarding the merits of this case, Vickers asks this appellate court to remember that PRA's allegations regarding these facts are taken as true only for purposes of the court's decision on Vickers' motion to dismiss PRA's Complaint, and should not constitute binding factual findings in the event this court rules in PRA' favor, since Vickers disputes some of these findings and this case has not yet gone to trial on the merits of these issues.

[2] S.C. Code Ann. §§ 37-5-110 & 37-5-111

[3] Although a bench trial was never actually held in this case, the magistrate issued the bench trial notice for the trial to be held on the same day as the hearing on the motion to dismiss the complaint in the event that the motion to dismiss were to be denied that day.

date could be held, the magistrate issued an order dismissing the Complaint without prejudice due to PRA's failure to send Vickers a NORTC.[4] (Mag. Ct. Order).

PRA appealed the magistrate court order dismissing its Complaint to the Berkeley County Common Pleas court. PRA filed a timely Notice of Appeal, with a Memo, on September 23, 2025, and a timely Amended Notice of Appeal, with an Amended Memo, on September 24, 2025 (Amended NOA & Memo). In PRA's Amended Notice of Appeal, PRA listed its exceptions to the ruling of the magistrate court which included (1) whether the magistrate judge incorrectly interpreted this court's decision in *Portfolio Recovery Associates, LLC v. Campney,* 441 S.C. 36, 892 S.E.2d 321 (Ct. App. 2023)*, appeal dismissed as improvidently granted* 445 S.C. 564, 915 S.E.2d 512 (2025) ("*PRA v. Campney*") to require PRA to send Vickers a NORTC in this case, (2) whether PRA, as an alleged assignee of the original creditor, was allowed to rely upon the NORTC allegedly sent to Vickers by the original creditor, and (3) whether requiring PRA to send a second NORTC would create consumer confusion and deception.(Amended NOA & Memo). After an appeal hearing, the circuit court judge granted PRA's appeal reversing the dismissal of PRA's Complaint and remanded the case to the magistrate court. The circuit court order held that (1) PRA as an assignee was allowed to rely upon a NORTC sent by a predecessor in interest and that (2) requiring each assignee to send a NORTC before suing to collect the full balance due on an account would create a new actionable default and would effectively eliminate the statute of limitations to collect consumer debts. (Cir. Ct. Order). The circuit court order did not address PRA's claim that requiring PRA to send a second NORTC would create consumer confusion and

[4] The magistrate court order also held that *PRA v. Campney* requires both the original creditor and the assignee creditor to send the consumer a NORTC. Vickers disagrees with that conclusion since she does not believe that any language in *PRA v. Campney* requires a predecessor in interest that has not filed suit to send a NORTC, but this magistrate ruling was not appealed by either party in this case.

deception.

Vickers then filed a timely Notice of Appeal of the circuit judge's order with this court. (Vicker's NOA). PRA did not appeal the ruling of the circuit court judge to this court.

STANDARD OF REVIEW

Respondent's claim in this case for an amount owed on an account stated is a question of law, as it is a type of contract action. *Anderson Memorial Hospital, Inc. v. Hagen*, 313 S.C. 497, 443 S.E.2d 399 (Ct. App. 1994), as is a breach of contract action, which was also alleged as a cause of action by PRA in its Complaint. "An appellate court may decide questions of law with no particular deference to the trial court." *Verenes v. Alvanos*, 387 S.C. 11, 15, 690 SE 2d 771 (2010) (citation omitted). "An abuse of discretion occurs when the trial court's ruling is based on an error of law or, when grounded in factual conclusions, is without evidentiary support." *Clark v. Cantrell,* 339 S.C. 369, 389, 529 SE 2d 528 (2000) *(*citation omitted). Also, "[q]uestions of statutory interpretation are questions of law, which [this court is] free to decide without any deference to the court below." *CFRE, LLC v. Greenville Cnty. Assessor*, 395 S.C. 67, 74, 716 S.E.2d 877, 881 (2011).

ARGUMENTS

1. THE CIRCUIT COURT ERRED WHEN RULING THAT RESPONDENT WAS NOT REQUIRED TO SEND A RIGHT TO CURE NOTICE TO APPELLANT BEFORE FILING SUIT

A. THE PLAIN LANGUAGE OF *PRA V. CAMPNEY* REQUIRED PRA ITSELF TO SEND A NORTC TO VICKERS BEFORE ACCELERATING THE AMOUNT DUE AND FILING A DEBT COLLECTION LAWSUIT

This court, in *PRA v. Campney*, not just once but four times ruled that PRA was required to send Campney a NORTC. The exact language that this court used was as follows:

(1) "However, we agree that consumer credit card accounts are subject to the SCCPC and PRA

was required to send her a right to cure notice before requiring repayment." (441 S.C. 50)

(2) "We find PRA was required to send Campney a right to cure notice before accelerating the amount due and filing a lawsuit." (441 S.C. 51)

(3) "…we find the trial court erred in determining PRA was not required to send a right to cure notice before suing for the debt." (441 S.C. 52)

(4) "Therefore, we conclude the trial court erred in finding PRA was not required to send a right to cure notice prior to accelerating the debt…." (441 S.C. 53)

When an appellate court tells the lower courts something one time, it should be heeded, but when that appellate court goes to the trouble of repeating itself four times, there is really no excuse for not paying attention to the court's ruling, as PRA has done in this case. Note that this case was not filed until February 7, 2025, which was about a year and a half after this court's decision in *PRA v. Campney*. Although PRA will undoubtedly point out that PRA's appeal to the state Supreme Court was not dismissed until April 30, 2025, that does not mean that the lower court, in this case, was exempt from following this court's decision that was published in 2023. Any appellate stay that might have applied would only have been effective in the case on appeal. PRA was not free to continue to violate state law after *PRA v. Campney* was decided by this court in the hopes that this court's ruling would be overturned on appeal, which didn't happen.

B. THE CONTEXT OF *PRA V. CAMPNEY* REQUIRED PRA ITSELF TO SEND A NORTC TO VICKERS BEFORE ACCELERATING THE AMOUNT DUE AND FILING A DEBT COLLECTION LAWSUIT

The circuit court attempts to distinguish this court's binding holding in *PRA v. Campney* by claiming that in that case PRA did not claim that the original creditor, who happened to be Synchrony Bank, had sent a NORTC to the consumer, unlike in this case where PRA claims that Synchrony Bank did send a NORTC to Vickers. (Cir. Ct. Order, pp.1-2) However, the difference

between these two cases is far less significant than PRA has claimed and is not a material factual difference. As can be seen by reference to Exhibit 2 to the magistrate's Return that was filed in this case, in *PRA v. Campney*, PRA filed a Response to Brief of Amicus Curiae South Carolina Department of Consumer Affairs ("PRA Response") with this court on August 25, 2021. (Return, Exh. 2) In the PRA Response, on pages 7-8, and at footnote 9, PRA claims that Synchrony Bank complied with the NORTC statutes by sending Campney six monthly account statements. In PRA's Petition for Rehearing filed with this court in *PRA v. Campney* on September 6, 2023 (see Return, Exh. 2) at pages 10-11, PRA made it clear that they had argued to this court during the appeal that even if they were required to send a NORTC in that case, that they were entitled to rely upon the fact that Synchrony Bank had complied with the NORTC requirement. The only factual difference between PRA's allegations in *PRA v. Campney* and PRA's allegations in this case is that the form of the document claimed to have been sent by Synchrony Bank to the consumer was different, but since PRA claimed that both Synchrony Bank documents complied with our NORTC law, there is no material difference between PRA's prior arguments and its current arguments. After PRA claimed in its Petition for Rehearing that this court had overlooked its argument on this issue during the appeal (pp. 2, 10-11), this court issued its order denying PRA's Petition for Rehearing. Therefore, it is clear that this court did consider PRA's arguments on this exact issue in *PRA v. Campney*, and PRA's attempt to distinguish the published holding in that case is without merit. Even though this court did not explicitly state in the body of that published decision that it was rejecting PRA's argument on this issue, this court did reject that argument when considered in the context of PRA's arguments in *PRA v. Campney.*

C. PRA'S ARGUMENT ABOUT CONSUMER CONFUSION AND DECEPTION WAS EITHER ABANONED OR NOT PRESERVED

In PRA's Amended Notice of Appeal (p. 2), and in its Amended Memorandum of Law in Support of Appeal (pp. 6-7), PRA argues that requiring an assignee to send a second NORTC after a predecessor in interest had already sent a NORTC would create consumer confusion and deception. However, Vickers believes that this argument has not properly been preserved on appeal. The only mention of this argument during oral argument at the circuit court appeal hearing appears in the transcript where PRA says in relevant part that "the Court need not reach that question because *Campney* does not preclude an assignee from relying on assignor's Notice of Right to Cure." (Tran. p.7, ll. 16-21). Therefore, it appears that PRA abandoned this argument. It also doesn't appear that PRA ever presented this argument to the magistrate court, at least not that Vickers can find. If this issue was not presented to the magistrate court, then raising it either in the circuit court or this court would violate "the long-established preservation requirement that the losing party generally must both present his issues and arguments to the lower court and obtain a ruling before an appellate court will review those issues and arguments." *I'on, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 422, 526 S.E.2d 716 (2000) (citing cases). Even if this court were to find that this issue was properly presented to the magistrate court, which does not appear to be the case, it was clearly not ruled upon by the circuit court while sitting in its appellate capacity, and PRA filed no Rule 59(e), SCRCP motion in the circuit court after receiving the court's order, which means that the issue is unpreserved at this appellate court level as well. *Ibid.* ("If the losing party has raised an issue in the lower court, but the court fails to rule upon it, the party must file a motion to alter or amend the judgment in order to preserve the issue for appellate review").

D. THE NORTC LAWS ARE NOT SUBJECT TO ANY COMMON LAW ASSIGNMENT RIGHT

PRA argues, and the circuit court held, that PRA's common law rights as an assignee should trump the South Carolina NORTC law since that law should be strictly construed. (Cir. Ct. Order, p. 3). Like its arguments in *PRA v. Campney*, in this case PRA again focuses only on its rights as an alleged assignee (which fact has been assumed for purposes of Vickers' motion to dismiss but not yet proven on the merits) and not on its responsibilities. PRA also cites *PRA v. Campney* out of context on this issue. In *PRA v. Campney*, this court only found that PRA's rights as an assignee were effective only on the issue of Campney owing PRA on an implied account stated cause of action. *PRA v. Campney*, 441. S.C. 49. This court did not accept PRA's argument in that case that since Synchrony Bank had complied with the NORTC laws that PRA as an assignee of that bank didn't have to comply with those laws. PRA argued that it was only an assignee, not a creditor, so it was entitled to all of Synchrony Bank's rights, but none of its responsibilities. However, this court found that "PRA's argument that the requirement to issue a notice of right to cure before suing Campney disappeared when PRA bought the debt from Synchrony Bank is without merit." 441 S.C. 52. Instead, since PRA was found to be an assignee creditor, they were required by this court to comply with the NORTC laws. This is part of this court's published holding in *PRA v. Campney* and was binding on the circuit court in this case. The NORTC laws are specific regarding the duties that a creditor has under those laws, not generic, and not subject to any common law assignment rights since the NORTC statutes clearly state a creditor's duty under the law. If the common law of assignment has any effect in this case, it is only to impose upon PRA the duties that PRA has as a creditor under the NORTC laws, since assignment transfers both rights and duties, not just one or the other, since that is necessarily what "stepping into the shoes of the assignor" means. PRA can't just step into the "rights" shoe without also stepping into the "responsibilities" shoe at the same time.

E. THERE WAS NO PURCHASE OF AN ACCELERATED DEBT

PRA claims, and the circuit court held, that there is nothing in the Code that appears to prohibit the purchase of an accelerated debt. (Cir. Ct. Order, p. 3) Whether or not that generic statement is true is irrelevant in this case, since the debt allegedly assigned to PRA was not accelerated. PRA argues in its supplemental memorandum that the Vickers debt was accelerated prior to the alleged sale of the debt from Synchrony Bank to PRA[5], but this is incorrect and based on a faulty reading of both the NORTC statute and the *PRA v. Campney* decision. The NORTC statute states that the NORTC must be provided to the consumer prior to acceleration. § 37-5-111(1). *PRA v. Campney* stated twice that PRA had to send a NORTC prior to accelerating the debt. *Campney*, pp.51, 53. It didn't say that sending the NORTC was the means of accelerating the debt, and this would make no sense anyway, since a NORTC is only required to show the past due cure amount, and not the accelerated balance due.[6] Moreover, acceleration doesn't occur until the creditor files suit. *PRA v. Campney* supports this conclusion by stating "PRA was required to send Campney a right to cure notice before accelerating the amount due and filing a lawsuit." *Campney,* p. 51. Also, when restating this same holding slightly differently, "we find the trial court erred in determining PRA was not required to send a right to cure notice before suing for the debt." *Campney*, p. 52. Also, "we conclude the trial court erred in finding PRA was not required to send a right to cure notice prior to accelerating the debt." *Campney*, p. 53. It is therefore obvious, from *PRA v. Campney*, that sending a NORTC and accelerating an unsecured debt are two different acts, with acceleration not occurring until suit. The SCDCA agrees with Vickers on this issue, and its interpretation of the statute should be

[5] PRA Supplemental Memorandum, at p. 2.
[6] § 37-5-111(1)

given judicial deference, as was noted in Vickers' Brief in Support of Motion to Dismiss, at page 4 and footnote 5, also citing the SCDCA amicus brief that was filed in this court in *PRA v. Campney*, at pages 8-9. In its Court of Appeals amicus brief, SCDCA stated "[f]or a lender credit card account, which is usually unsecured, the creditor will seek to accelerate the maturity of the entire unpaid balance of the debt typically by filing a lawsuit."[7] More specifically, SCDCA states in its Supreme Court amicus brief that "[t]he obligation to send a notice of right to cure to Campney did not arise until PRA decided to accelerate the debt, i.e., sue her to collect the debt. Because PRA was the creditor at the time it decided to sue Campney, the obligation to send the notice belonged to PRA and not to Synchrony Bank."[8] This means that not only has the SCDCA interpreted the NORTC statute to state that a creditor accelerates the balance of an unsecured credit card debt by filing suit on it, but also that the only creditor that can effectively accelerate the balance due on an unsecured debt is the creditor that owns the debt at the time of suit.[9] Since Synchrony Bank never filed suit against Vickers after allegedly sending Vickers a NORTC, Synchrony Bank did not accelerate the balance due on the unsecured Vickers debt. Therefore, contrary to PRA's arguments in its supplemental brief, PRA did not inherit a previously accelerated debt, but instead the debt was not accelerated until at least the time that PRA filed suit on February 7, 2025,[10] and so no valid NORTC was ever provided to Vickers in this case. Since there never was a valid acceleration of the debt prior to the time PRA filed suit, there is no need to address PRA's argument about reversing the acceleration of the debt, since it

[7] SCDCA Court of Appeals amicus brief, p. 13, footnote 5.
[8] SCDCA Supreme Court amicus brief, p. 22.
[9] For more detail on SCDCA's position on whether the original creditor or the debt buyer is the correct entity to send the NORTC see the SCDCA Supreme Court amicus brief at pages 16-22.
[10] Whether acceleration occurs at the time of filing suit, as *PRA v. Campney* and the SCDCA claim, or upon notice of the filing of the suit via service upon the consumer is a question for another day that makes no difference in this case, since no NORTC was sent by PRA between filing and service of the Complaint upon the consumer.

doesn't apply. This also means that PRA's futility argument does not apply since Vickers would have had the opportunity to cure the unaccelerated balance due prior to the time PRA filed suit if PRA had sent the required NORTC during the required 12-month period.

Although the circuit court does not seem to address this issue in its order, note also that even if this court were to find that Synchrony Bank had somehow accelerated the debt, even without filing suit, and before it was allegedly assigned to PRA, it would still have been necessary under the facts of this case for PRA itself to send Vickers a NORTC, even if Synchrony Bank had previously sent a valid NORTC. PRA argues that S.C. Code § 37-5-111(2) states that a creditor has no duty to resend a NORTC if the consumer cures a default and then re-defaults within 12 months after the cure, but this is not what that statute says.[11] Notice in the language of the statute below that it says nothing about the consumer actually curing the default, but only about the creditor's duty to send the NORTC if the consumer is in default. This means that the creditor that sent the NORTC doesn't have to send another one before filing suit (regardless of whether the consumer actually cured the default) until 12 months after the prior NORTC was sent. This means that Vickers was entitled to a NORTC from PRA because PRA itself never claims to have sent a NORTC (which *PRA v. Campney* plainly says PRA must do itself). Further, even if the court were to agree with PRA's argument that the prior alleged NORTC from Synchrony Bank was effective in this case, it had to have been sent within 12 months prior to PRA filing suit. PRA filed suit on February 7, 2025, and the Synchrony Bank

[11] (2) With respect to defaults on the same obligation and subject to subsection (1), after a creditor has once given notice of consumer's right to cure (Section 37-5-110), this section gives the consumer no right to cure and imposes no limitation on the creditor's right to proceed against the consumer or goods that are collateral or which are rented or the lessor's right to recover the property. For the purpose of this section, in credit extended pursuant to a revolving charge or revolving loan account, the obligation is the unpaid balance of the account and there is no right to cure and no limitation on the creditor's rights with respect to a default that occurs within twelve months after an earlier default as to which a creditor has given a notice of consumer's right to cure (Section 37-5-110).

NORTC was allegedly sent on February 10, 2023. (Complaint & NORTC). Since the Synchrony Bank NORTC was allegedly sent more than 12 months prior to the time PRA filed suit, § 37-5-111(2) means that the Synchrony Bank NORTC could not qualify as a valid NORTC under the statute, so PRA has violated that statute in this case, just like in *PRA v. Campney*. Although PRA doesn't agree with Vickers that another NORTC must be sent before suit after 12 months from the date the prior NORTC was sent, Synchrony Bank agrees with Vickers. See the alleged February 10, 2023 Synchrony Bank NORTC in the record. Notice the following language at the very bottom of the letter, which states as follows: "If you are late again within the next twelve months in making your payments, we may exercise our rights without sending you another notice like this one." This admission by PRA's alleged assignor (which also binds PRA since they claim to have stepped into the shoes of Synchrony Bank[12]) establishes two things. First, it establishes that the February 10, 2023 NORTC was only valid for 12 months from that date, which means it expired before suit was filed against Vickers in this case. Second, it establishes that Synchrony Bank (and therefore PRA by alleged assignment) believes that the term "default" under the Synchrony Bank credit card agreement should be interpreted to include being late when making a credit card payment. Indeed, reference to that alleged agreement, which was attached to PRA's Complaint, defines "default" by stating that "[y]ou are in default if you make a late payment" or "do not follow any other term of this Agreement.…"[13] Other terms of the credit card Agreement state "[y]ou must pay at least the total minimum payment on your account by 5 p.m. (ET) on the due date of each billing cycle."[14] This means that each payment not timely made after the alleged February 20, 2023 NORTC constitutes a subsequent default under § 37-5-

[12] See FTC Holder in Due Course Rule at 16 CFR Part 433.
[13] See **Default** definition, Synchrony Bank credit card Agreement, bottom of p. 3. (Complaint Exh.)
[14] See **When Payments Are Due** section, Synchrony Bank credit card Agreement, top of p. 3. (Complaint Exh.)

111(2). In the main South Carolina treatise on the South Carolina Consumer Protection Code ("SCCPC"), it states that "[u]nder §37-5-111(2), an additional notice of the right to cure must be given if the subsequent default occurs more than 12 months after the original notice of right to cure was provided." Kathleen Goodpasture Smith, *South Carolina Consumer Protection Code: Text with Comments* (4th ed. 2001), p. 306, ¶ 3. This treatise therefore supports Vickers' arguments in this case and agrees with the Synchrony Bank NORTC language, since neither PRA nor Synchrony Bank provided Vickers with any NORTC within 12 months after November 3, 2022 or within 12 months before suit was filed. Note also that this treatise says nothing about a subsequent NORTC being required only if the consumer cured a prior default, but instead only if the consumer was in default at the time the NORTC should have been sent. In addition, the South Carolina Department of Consumer Affairs ("SCDCA"), which filed an amicus brief in the *PRA v. Campney* case, both in the Court of Appeals and in the Supreme Court, addressed this issue in Vickers' favor. As can be seen from the SCDCA amicus brief filed in the *PRA v. Campney* Court of Appeals case, SCDCA has interpreted § 37-5-111(2) to mean that a creditor like PRA must send a NORTC within 12 months before filing suit on an unsecured credit card debt.[15]

2. THE CIRCUIT COURT ERRED WHEN RULING THAT REQUIRING AN ASSIGNEE TO SEND A RIGHT TO CURE NOTICE BEFORE FILING SUIT WOULD EFFECTIVELY ELIMINATE THE STATUTE OF LIMITATIONS TO COLLECT CONSUMER DEBTS

On the last full page of its order, the circuit court ruled that requiring an assignee to send a NORTC would effectively eliminate the statute of limitations to collect consumer debts, but this

[15] See SCDCA Court of Appeals amicus brief at p. 14. See also the flowchart prepared by SCDCA for the NORTC process in this state, which can be viewed on the SCDCA website at https://consumer.sc.gov/sites/consumer/files/Documents/Business%20Resources%20Laws/Business%20Education/RightToCureFlowchart.pdf. This chart was also attached as an exhibit to the SCDCA Supreme Court amicus brief and Vickers requests that this court take judicial notice of these publicly filed documents which are also part of the record in this case.

is incorrect as a matter of law. (Cir. Ct. Order, p. 3). The circuit court cites no authority for this proposition and appears to misunderstand the legal methods in South Carolina by which the statute of limitations may be reset. First, the statute that applies in this case, which is located at S.C. Code Ann. § 15-3-530(1) provides for a three-year statute of limitations for "an action upon a contract, obligation, or liability, express or implied…". Pursuant to §§ 15-30-120 and 15-30-130, the only way this time period can be extended is when a debtor either makes a partial payment on the debt or signs a written acknowledgement of the debt. Neither of those two ways to extend the statute of limitations are alleged to have happened in this case. No action by either an original creditor or an assignee creditor, like PRA claims to be, can extend the three-year statute of limitations for debt collection in South Carolina. The circuit court cites no authority for the proposition that assignment of a debt resets the statute of limitations to collect that debt. Instead, like an original creditor, an assignee creditor that steps into the shoes of its assignor also takes the time remaining on the existing statute of limitations to collect the debt as one of its rights or responsibilities under the agreement with the debtor. Only the debtor's actions can extend the time remaining to collect on the debt, not any action by a creditor. Any claim otherwise is contrary to South Carolina law, so the circuit court should be reversed on this ruling. Sending a NORTC a default doesn't create a default but only gives a consumer the opportunity to cure any default that might exist.

It should also be noted that PRA does not appear to have raised this argument about a second NORTC extending the statute of limitations to collect a consumer debt in either its Amended Notice of Appeal or its Amended Memorandum in Support of its Amended Notice of Appeal. Therefore, just like Vickers has argued above in Section 1.C. of this Brief, this argument was not

properly preserved and should not have been ruled upon by the circuit court *sua sponte*.[16] It also does not appear that this issue was both raised to and ruled upon by the magistrate court, which also means as noted in Section 1.C. above that it was not properly before the circuit court, or this court, on appeal.

CONCLUSION

In spite of Chief Justice Kittredge's admonition to PRA during oral argument at the Supreme Court in the *PRA v. Campney* case on April 23, 2025[17] that PRA should follow South Carolina law and send a NORTC before filing suit going forward in this state, PRA has continued not to do so since that time.[18] Indeed, the undersigned counsel for Appellant has never seen a NORTC issued by PRA itself on a consumer credit card debt, even after that oral argument date. It is clear that in order to avoid continued attempts by PRA to avoid complying with our NORTC laws, and to provide clarity to the lower courts, that this court will need to issue an order making the following conclusions of law: (1) that PRA itself is required, pursuant to our NORTC laws and *PRA v. Campney*, to personally send a statutorily compliant NORTC to every consumer that it sues in this state before suit is filed[19], (2) that PRA is required to do this even if they claim that a predecessor in interest has already complied with the NORTC law, and (3) that in regards to revolving loan or charge accounts as described in § 37-5-111(2) that a

[16] See *Connolly v. People's Life Ins. Co. of SC*, 299 S.C. 348, 352-53, 384 S.E.2d 738 (1989)

[17] Vickers requests that this court take judicial notice of the archived video of the oral argument that can be viewed at https://www.sccourts.org/courts/supreme-court/video-portal/archived-videos/.

[18] Vickers asks this court to take judicial notice of the online trial court records that can be viewed in counties across this state, especially larger counties like Richland County, where more of these cases tend to be filed. For trial court records see https://www.sccourts.org/case-records-search/ and then select a county to view. Although images of magistrate court records cannot be viewed online, Common Pleas court record images can be viewed online.

[19] The only real difference between the language in *PRA v. Campney* and this proposed language is the use of the word "itself" and "personally" since PRA is now trying to avoid application of this court's decision in that prior case by claiming that it is sufficient if the predecessor in interest sends the NORTC, not PRA. It really is unfathomable why PRA would fight so hard for so long just to avoid having to send a statutorily required one page letter to consumers giving them one last opportunity to cure any defaulted debt before PRA files suit against them.

compliant NORTC must be sent by the creditor filing suit against the consumer within twelve months prior to the date suit is filed (if this court finds that issue to be properly preserved for the court in this appeal).

Appellant therefore requests that the appellate court take the following actions:

1. Reverse the circuit court's order in this case and render a decision affirming the magistrate court's dismissal of PRA's Complaint, or
2. In the alternative, reverse the circuit court's order and remand such issues as may be appropriate to the magistrate court for such further actions as may be necessary, and
3. For such other relief as may seem appropriate to the court.

Dated this September 17, 2026

s/ John R. Cantrell, Jr.
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PROOF OF SERVICE

All counsel of record have been served with this Initial Appellant Brief by simultaneous email service to their AIS email address of record on this September 17, 2026.

s/ John R. Cantrell, Jr.
Attorney for Appellant