THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Robert E. Hood, Circuit Court Judge

Case No. 2016-CP-40-02859

South Carolina Department of Consumer Affairs ..... Appellant,

v.

Cash Central of South Carolina LLC ..... Respondent

PETITION FOR REHEARING

Pursuant to Rule 221, SCACR, Respondent Cash Central of South Carolina LLC ("Cash Central") petitions the Court for a rehearing of the opinion filed in this case on September 1, 2021 ("Opinion"). In the Opinion, this Court reversed the trial court's legal rulings and substituted its own factual findings for those of the trial court, which concluded that Cash Central was entitled to the protection of several defenses excusing its technical failure to timely file and post a Maximum Rate Schedule in the format required by S.C. Code Ann. § 37-3-305. The Opinion essentially renders this a strict liability statute, notwithstanding prior case law, the statutory defenses provided in the South Carolina Consumer Protection Code ("Code"), and the evidence presented by Cash Central at trial.

There is also no evidence that Cash Central's failure to comply strictly with each and every technical requirement of the statute was intentional given or that any consumer or competitor was

misled as to the interest rates charged by Cash Central based on the information presented on its website during the period in question. The Department conceded there was no willful or intentional disregard of the statutory requirements or the Department's forms. (R. at 18 ¶¶ 27-28). In addition, neither the Department nor Cash Central ever received any consumer or competitor complaint concerning Cash Central's rates or disclosures. (R. at 272:15-273:4). There was no evidence that any customer's choice to obtain a loan from Cash Central was adversely impacted by Cash Central's failure to file the Maximum Rate Schedule with the Department or post the exact form issued by the Department instead of its own disclosure. Thus, there is no evidence that any customer was harmed.

Cash Central respectfully submits that the Court's Opinion overlooked or misapprehended the following points:[1]

I. The Opinion erroneously applies a *de novo* standard of review to its entire consideration of this matter.

The Opinion correctly recites "Statutory interpretation is a question of law subject to de novo review." This statement, however, does not end the inquiry. The trial court correctly found that this is an action at law that seeks statutory remedies and alleges the charging of improper interest under the Code.[2] *See Jones v. Barco, Inc.*, 250 S.C. 522, 525, 159 S.E.2d 279, 281 (1968) ("Plaintiffs' action to recover the statutory penalty for usury and to recover damages for the defendants' tortious conduct in conspiring to exact usurious charges from them is an action at

[1] Cash Central incorporates its Respondent's Brief by reference herein.

[2] There is no case law directly addressing the standard of review under the Code. The Department appears to agree that this is an action at law. (App. Brief at Sections III(C), IV(D)). In the event the Court determines this matter sounds in equity, the findings of the trial court are supported by the preponderance of the evidence and would also require affirmance under the equitable standard of review. *See Townes Assocs. Ltd. v. City of Greenville*, 266 S.C. 81, 85, 221 S.E.2d 773, 775 (1976). Whether this action is at law or in equity, the review of the facts in this case would not be *de novo*.

law."). This is consistent with the standard applied to appeals relating to other consumer protection statutes. *See Brown v. Dick Smith Nissan, Inc.*, 414 S.C. 101, 105, 777 S.E.2d 208, 210 (2015); *Payne v. Holiday Towers, Inc.*, 283 S.C. 210, 215, 321 S.E.2d 179, 182 (Ct. App. 1984). Consequently, this Court's review of the trial court's rulings is limited to determining only whether they are supported by *any* evidence or governed by an error of law.

In the Opinion, this Court determined that the entire appeal was subject to a de novo standard, disregarding specific, detailed factual findings made by the trial court. Also, this Court substituted its own factual findings with respect to all of the defenses raised by Cash Central. Specifically, the Court applied a de novo review to the facts surrounding substantial compliance (at the end of section II(A) of the opinion) and the facts relating to whether Cash Central's failures were a result of a bona fide error and whether it "maintained procedures reasonably adapted to avoid the error" (in section II(C)) or the Opinion. This error is highlighted by comparing the referenced sections of the Opinion with the Findings of Fact in the trial court's order (R. at 9-19). The significance of this is further discussed below.

II. The Opinion fails to fully consider the purposes of the Code and the filing and posting requirements.

In interpreting the Code, "[t]he cardinal rule of statutory interpretation is to ascertain and effectuate the legislative intent whenever possible." *Mitchell v. City of Greenville*, 411 S.C. 632, 634, 770 S.E.2d 391, 392 (2015). A statutory provision should be given a reasonable construction consistent with the purpose and policy expressed in the statute. *Jackson v. Charleston County Sch. Dist.*, 316 S.C. 177, 181, 447 S.E.2d 859, 861 (1994).

Section 37-1-102(1) of the Code declares that it "shall be liberally construed and applied to promote its underlying purposes and policies." One of the primary purposes of the Code is to "*further consumer understanding of the terms of credit transactions*" and to "protect consumer

buyers, lessees, and borrowers against unfair practices by some suppliers of consumer credit, *having due regard for the interests of legitimate and scrupulous creditors.*" S.C. Code Ann. § 37-1-102(2)(c), (d) (emphasis added).

The primary, if not the only, legislative purpose of the posting requirement in S.C. Code Ann. § 37-3-305 is clearly stated in subsection (3): "The purpose of this requirement is to assist you [the consumer] in comparing the maximum rates that creditors charge, thereby *furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.*" (Emphasis added).

The trial court rightly focused on disclosures to consumers and concluded that, under the law and the facts presented at trial, Cash Central's customers' decisions to enter into their loans were not compromised by Cash Central's failure to file the maximum rate form with the Department and that the information provided on Cash Central's website better promoted full disclosure of actual loan terms and the consumer's informed use of credit than the maximum rate certificate issued by the Department.

The Court's Opinion fails to recognize the degree to which Cash Central's website disclosures promote the primary purpose of consumer information disclosure and fails to provide due regard for the interests of legitimate and scrupulous creditors. This overly narrow focus led the Court to strip Cash Central of any defense in this case

III. The Opinion is in direct conflict with *Davis v. NationsCredit Fin. Servs. Corp.*, 326 S.C. 83, 85-86, 484 S.E.2d 471, 472 (1997). The trial court correctly determined that the defense of substantial compliance applied and found that Cash Central met its factual burden of proving entitlement to this defense.

In the Opinion, this Court found that there is no substantial compliance defense to a failure to meet the filing and posting requirements of S.C. Code Ann. §§ 37-3-201 and -305, a ruling that is patently inconsistent with the common law. The Court also erroneously substituted its own

factual findings for the trial court's finding of substantial compliance. Both of these rulings are in error.

The South Carolina Supreme Court has clearly stated in a long history of decisions that the concept of substantial compliance is inherent in statutory schemes. Indeed, the purpose of the "doctrine of substantial compliance" actually dovetails with the Code itself: "having due regard for the interests of legitimate and scrupulous creditors." S.C. Code Ann. § 37-1-102(2)(c), (d) (emphasis added). Requiring such a substantial forfeiture here is overly harsh and contrary to the intent of the Legislature.

In interpreting statutory requirements and applying them to specific cases, South Carolina courts have adopted the doctrine of substantial compliance to excuse liability for non-compliance with technical elements of a statute that are not central to accomplishing the primary legislative intent. *See Davis v. NationsCredit Fin. Servs. Corp.*, 326 S.C. 83, 85–86, 484 S.E.2d 471, 472 (1997); *Brown v. Baby Girl Harper*, 410 S.C. 446, 453, 766 S.E.2d 375, 379 (2014) ("Substantial compliance has been defined as "compliance in respect to the essential matters necessary to assure every reasonable objective of the statute.").

In *Davis*, the South Carolina Supreme Court addressed the issue of whether a lender substantially complied with S.C. Code Ann. § 37-10-102 (the "attorney preference statute"). Recognizing that the purpose of the attorney preference statute was to protect borrowers by requiring disclosure of their rights to legal counsel of their choice contemporaneously with their loan application, the Supreme Court held that NationsCredit substantially complied with the statute by using a separate piece of paper to make the disclosure, rather than following the statute's express language requiring the disclosure on the "first page" of the loan application. *Id.* at 85–86, 484 S.E.2d at 472. The Court concluded that to find otherwise "would elevate form over substance."

Id. The *Davis* court further quoted approvingly from an earlier decision interpreting requirements of the federal Truth in Lending Act stating: "this court will strongly construe [the Act's] provisions against borrowers who were not misled by a lender's disclosure but merely seek a penalty for finding a technical problem with the loan form which could not have conceivably influenced his choice of credit." *Id.*, 326 S.C. at 87, 484 S.E.2d at 473 (citing *General Motors Acceptance Corporation v. McMinn*, 285 S.C. 67, 328 S.E.2d 472 (1985). South Carolina courts have never limited the scope of the substantial compliance doctrine to hold that it does not apply to a failure to meet a regulatory filing requirement.[3]

Based on clear Supreme Court precedent, the trial court properly determined that Cash Central substantially complied with S.C. Code Ann. §§ 37-3-201 because the public was provided more and better information than was required by the Code and provided by the Department's form.[4] Every consumer and any competitor of Cash Central could access information concerning

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[3] With respect to the filing requirement of S.C. Code Ann. § 37-3-305, Cash Central filed an essentially identical schedule of maximum rates with the South Carolina Board of Financial Institutions (the "Board") in 2013 that it ultimately filed with the Department in 2015. As a practical matter, while the § 37-3-305 filing requirement does "register" a supervised lender with the Department, the primary supervision, periodic auditing, and annual licensing of supervised lenders is conducted by the Board, not the Department. Cash Central has been duly licensed as a supervised lender by the Board since 2013. The posting requirement, not the filing requirement, promotes consumer protection through information disclosure. (R. at 466-472; 704-722; 482:4—446:11). Thus, the filing with the Board could be deemed to be "substantial compliance" in a case like this one, given the trial court's factual findings. The trial court looked at all of the information available to Cash Central's customers and found that Cash Central had provided more and better information than that required by the Code.

[4] The only period for which a consumer was unable to review the exact 127-word statement required by S.C. Code Ann. § 37-3-305 on Cash Central's website was between October 24, 2013 and November 5, 2013, which was readily admitted by Cash Central. Throughout that time, the loan calculator was still available to provide every consumer with the exact APR for any loan for which they were applying. To the extent that Cash Central's failure to post the 127-word statement rendered it not substantially compliant, then the appropriate result would be to remand the case for a finding by the trial court as to liability for those few days only.

the type of loans made by Cash Central, the amount of the loans offered, the cost of credit, and the interest rate. (*See, e.g.,* R. at 648-670). The information that was available was more comprehensive and better promoted the consumer's informed use of credit than if Cash Central had simply filed and posted the Maximum Rate Schedule issued by the Department. (R. at 712-715). Contrary to this settled law and the facts of this case as found by the trial court, the Opinion leaves no room for anything but strict, literal compliance with all statutory requirements. The trial court was simply not willing to elevate the maximum rate form issued by the Department over the substance of Cash Central's website's numerous and informative loan disclosures. This Court should not reverse this sound finding well within the authority of the trial court.

IV. The Opinion errs in its interpretation of the Bona Fide Error defense of S.C. Code § 37-5-202(7) and applies an incorrect standard of review to the trial court's factual determinations.

The Opinion strikes out a portion of the Code in finding that the defense provided by S.C. Code § 37-5-202(7) is inapplicable here. This erroneous conclusion is based on the Court's construction of S.C. Code Ann. § 37-3-201(6) and its ruling that the defense in § 37-5-202(7) does not apply to the remedy of S.C. Code Ann. § 37-5-202(2). In doing so, the Opinion fails to acknowledge that these rulings leave the first time supervised lender defenseless, regardless of the reasons for any failure to file or post. And if the Court's interpretation is correct, why would § 37-5-202(7) be included within the Code? As noted above, the Code is not exclusively for the benefit of consumers but also for the protection of "*the interests of legitimate and scrupulous creditors.*" S.C. Code Ann. § 37-1-102(2)(d) (emphasis added).

Statutes must be read as a whole, and sections which are part of the same general statutory scheme must be construed together and given effect, if that can be done by any reasonable construction. *Higgins v. State*, 307 S.C. 446, 449, 415 S.E.2d 799, 801 (1992). Here, these sections are not mutually exclusive and each must be given its full effect.

First, the requirements for asserting the defenses provided in § 37-5-202(7) and § 37-3-201(6) are manifestly different, and, second, the result of each defense, assuming it applies, is also different. Section 37-3-201(6) imposes a civil penalty of $5,000 per violation, in lieu of the requirement to refund finance charges exceeding 18% per annum. Section § 37-5-202(7) imposes no penalty and excuses any excess charges. In any event, the Court offers no reason why a supervised lender, such as Cash Central, should not be allowed to prove one, or the other, or both, of these defenses, if at all possible. The Opinion errs in finding otherwise.

Moreover, by its plain language, § 37-5-202(7) provides a defense "***in an action brought under this section for a violation of this title***[.]" (Emphasis added). The Opinion inexplicably finds it does not apply to excess charges under § 37-5-202(2), a part of the same statutory section. If the General Assembly had intended that result, it certainly would have said so. Instead, it provided a defense for any action under § 37-5-202, which would include *all of its subparts*. Thus, the Opinion errs in finding § 37-5-202(7) does not constitute a defense against the refund of excess charges under § 37-5-202(2). These provisions are not mutually exclusive, but rather serve to balance the interests of all parties under the Code, which is exactly what the Legislature intended as it manifested its desire that the interests of legitimate and scrupulous lenders be protected.

The Code includes consumer remedies, but also includes lender defenses. The Opinion finds that the existence of a remedy means there is no defense. That is directly refuted by the plain language of the Code and numerous decisions of the South Carolina Supreme Court. Based on the substantial evidence presented at trial, the trial court correctly found that S.C. Code § 37-5-202(7) was applicable and, under the facts of the case, is a defense available to Cash Central. The Court erred in finding this defense does not apply as a matter of law, and further failed to harmonize statutory subsections (2) and (7). Because substantial compliance, bona fide error, and excusable neglect concepts are a part

of common law and the Code itself, then the best interpretation is that entitlement to recovery of excess charges is subject to the established defenses. In this case, to require a substantial forfeiture from a lender where its customers' choice of credit was fully informed and not compromised in any way by an unintentional failure to strictly comply with a statutory filing requirement simply writes the defenses out of the Code and the common law.

Further, the Opinion errs in substituting its view of the facts for that of the trial court. As found by the trial court and fully briefed by Cash Central, ample evidence shows that any violation was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid the error. Among other things, the Opinion incorrectly suggests that the outline prepared by Rebecca Fox was the only evidence of policies and procedures reasonably adapted to avoid the errors here. To the contrary and as found by the trial court, the evidence shows there were significant efforts related to compliance including meetings, oversight, software used, etc., all of which, when combined with the written outline, created a policy and procedure intended to avoid the error. (R. at 16-22; *see, e.g.,* R. at 204-2011 & 549-57 (describing process and procedure of team meetings among key stakeholders to review process for beginning business in new state, supported by compliance outline); 232:17-243:13 & 640-53 (discussing company procedure of using a test environment for the website and having legal review all components prior to launch); 266:4-17 (explaining that a customer can use the custom calculator to see all the rate information before they enter financial information and that the customer could, at all times, see the maximum rate for the loan they are considering); 284-288 & 313-314 describing company policy of using LicenseHQ to log and track licenses and ensure timely renewals); 295:10-299:7 (describing compliance culture at company and procedures around developing and reviewing compliance procedures); 358:1 - 364:5 & 671-72 (discussing compliance commitment of the company, including the procedures concerning

compliance committees and employee training procedures).

In addition, and even assuming arguendo that bona fide error concepts do not include an error of legal judgment, Cash Central did not make an error of legal judgment, but instead, as the trial court found, made a clerical error. The compliance manual prepared by Cash Central personnel specifically identified the statutory sections with the filing and posting requirements. Cash Central's original failure to file the Department's required form, which Cash Central personnel filled out and prepared in February 2013, resulted from failing to mail it. It is difficult to reasonably conclude that this was anything but a clerical error.

Given the Opinion's error as to the applicability of S.C. Code § 37-5-202(7) and the overwhelming weight of the uncontradicted evidence, the trial court's factual findings on the issue of whether there was a bona fide error under this code section required affirmance under the appropriate standard of review.

V. The Opinion misinterprets S.C. Code Ann. § 37-3-201(6) in this case involving a new supervised lender.

Alternatively, any monetary liability for Cash Central's failure to file the Department's Maximum Rate Schedule form is limited by the provisions of S.C. Code § 37-3-201(6) "to a civil penalty of up to $5,000" for an inadvertent failure to either file or post rates, provided that all three conditions in the subsection are satisfied, as they are here. The three requirements are: (a) "bona fide error or excusable neglect," (b) "the rates were properly posted or properly filed when the error or neglect was discovered or brought to the lender's attention," and (c) "that no other failure to post or file rates has been brought to the lender's attention . . . within the previous forty-eight month period."

The trial court found that the uncontradicted evidence showed each of these elements was satisfied. (R. at 25-29). The Opinion erred in finding that despite these well-supported findings

of the trial court, Cash Central, as a newly licensed supervised lender, was barred from collecting any interest above 18% for the noncompliance period.

The trial court correctly applied this defense in this case. First, as fully briefed, the failure to properly file the rate schedule with the Department, was a good faith error, and it also qualifies as excusable neglect. Moreover, Cash Central complied with the requirement to "post" or disclose rate information to its customers from the moment it began offering loans to South Carolina residents as discussed in its brief and the trial court's order.

Section 37-3-201(6) also states that if a lender demonstrates with competent evidence that it satisfied all three conditions in the statute "then the maximum rate of loan finance charges assessable by the lender is the rate *previously properly filed* with the Department of Consumer Affairs." (Emphasis added.) In this instance, because Cash Central had just begun to do business in South Carolina, and failed to file its initial Maximum Rate Schedule prior to April 10, 2015, there is no "previously properly filed" rate. The Opinion rules that this means all loans must be recast to 18%.

This ruling ignores the legislative intent behind this provision, *which unequivocally demonstrates that the legislature is willing to excuse a failure to file the maximum rate schedule with the Department.* "[I]f the literal text of an act is inconsistent with legislative meaning or intent, or leads to an absurd result, a statute is construed to agree with the legislative intention." 2A *Sutherland Statutory Construction* § 46:7 (7th ed.) (internal citations omitted). Our Supreme Court has unequivocally held that a court must reject a statute's literal wording when adopting such a meaning would lead to absurd results. *Fulghum v. Bleakley*, 177 S.C. 286, 181 S.E. 30, 32 (1935) (internal citations omitted).

If there is no "previously properly filed" rate, then literal application of the statutory language compels the logical conclusion that the maximum rate of loan finance charge Cash Central could have assessed was 0.00%. Such a result is plainly absurd, and would mean that all of the interest charged by Cash Central was subject to refund, even though the statutory scheme allows a lender to charge any interest rate and does not even require a lender to file a Maximum Rate Schedule for interest rates of 18% or less.

Literal application of the "previously properly filed" language would also yield differing results for essentially identical conduct. A lender that initially filed its maximum rate, but then failed to re-file for 18 months (or even more), would be excused for its failure to file, assuming all other conditions of subsection six were satisfied. However, a lender like Cash Central in this case, whose 18 month-failure to file occurred at the onset of its business in South Carolina, would not be excused. The statutory language should be interpreted to avoid such a forfeiture, especially since there is no indication in the legislative scheme that the Legislature intended only to limit liability for a failure of a *subsequent* maximum rate filing, under the stated conditions, but not an *initial* maximum rate filing.

Finally, "'[w]ords in a statute must be construed in context . . . [t]hus, the court may not, in order to give effect to particular words, virtually destroy the meaning of the entire context; that is, give the particular words a significance [that] would be clearly repugnant to the statute, looked at as a whole, and destructive of its obvious intent.'" *State v. Douglas*, 411 S.C. 307, 331, 768 S.E.2d 232, 245 (Ct. App. 2014) (internal citations omitted). Here, the unmistakable legislative intent of the subsection is clear when interpreted in its full context: if a lender meets the three conditions set forth in the statutory language, then liability for a failure to *either* post *or* file is limited to a civil penalty of up to $5,000.00. Because the failure to post rates will always be

excused if the rates were properly filed, the legislature's intent could not possibly have been to excuse a failure to file only if the lender missed the *subsequent* rather than the *initial* rate filings.

In addition, if the Court is correct in its interpretation of S.C. Code Ann. § 37-3-201(6), then it almost certainly erred in its construction of S.C. Code § 37-5-202(7) and its ruling on substantial compliance. Nothing in the Code or at common law suggests that the General Assembly intended to impose the draconian sanctions urged by the Department in a case like this where no one was hurt, there were no complaints, and the trial court found that any error was not intentional and occurred despite procedures reasonably adapted to avoid the error and that the information Cash Central provided to its customers was better than that required by statute. The Opinion improperly renders this a matter of strict liability.

CONCLUSION

For these reasons and those contained in its briefs, this Court must grant rehearing and affirm the trial court's ultimate ruling that Cash Central was not required to refund any excess charges if the trial court was correct as to *any* one of the three defenses applied in its order. Cash Central believes the evidence and the law support the trial court's rulings

Respectfully submitted,

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Dated: September 16, 2021

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In The Court of Appeals

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South Carolina Department of Consumer Affairs ..... Appellant,

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PROOF OF SERVICE

I certify that I have served *Respondent's Petition for Rehearing* on counsel of record on this the 16th day of September 2021, via electronic mail only, to the following:

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September 16, 2021

VIA EMAIL (ctappfilings@sccourts.org) and U.S. MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: *SC Department of Consumer Affairs v. Cash Central*
Appellate Case No. 2017-002639

Dear Ms. Kitchings:

Enclosed herewith for filing, please find Respondent Cash Central of South Carolina LLC's *Petition for Rehearing* in the above-referenced matter, together with our Proof of Service of same. Also enclosed is our firm's $50 check to cover the cost of the filing fee (with mailed copy).

I would appreciate your having the originals filed and returning clocked copies to me by email.

If you have any questions, please give me a call.

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.

Sarah P. Spruill

SPS/jmb
Enclosures

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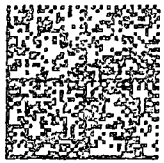

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