

STATE OF SOUTH CAROLINA  
COUNTY OF WILLIAMSBURG

IN THE COURT OF COMMON PLEAS  
THIRD JUDICIAL CIRCUIT  
C/A # 2024-CP-45-00502

WILLIAM WARD AND CHARLOTTE  
WARD,

Plaintiffs,

vs.

GM FINANCIAL, LLC, WINDINGMAKIA  
AUTOMOTIVE GROUP, LLC DBA  
WINDING CHEVROLET GMC, MICHAEL  
WINDING, AND ANDREW EFIRD,

Defendants.

**RECEIVED**  
**Oct 01 2025**  
**SC Court of Appeals**

**ORDER DENYING DEFENDANT AMERICREDIT FINANCIAL SERVICES, INC. D/B/A  
GM FINANCIAL’S MOTIONS TO COMPEL ARBITRATION AND STAY LITIGATION**

This matter is before the Court on the Motions of Defendant AmeriCredit Financial Services, Inc. d/b/a GM Financial (“GM Financial”) to stay this litigation and to compel arbitration of the matter pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*

After reviewing the pleadings, the applicable law, and the arguments presented by the parties, the Court finds the following:

1. The threshold issue of whether a valid arbitration agreement exists is properly before this Court. The Patriot Chevrolet arbitration provision does not include a “clear and unmistakable” delegation of this gateway issue to an arbitrator.
2. The arbitration clause relied upon by GM Financial is contained in a previous 2023 purchase agreement between Plaintiff William Ward and a different dealership, Patriot Chevrolet. It does not govern the transaction at issue in this litigation.
3. The causes of action asserted in this case are not connected to the prior 2023 transaction.

4. Grounds for invalidating an arbitration agreement include generally applicable contract defenses, such as fraud, duress, or unconscionability. *See Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C 14, 644 S.E.2d 663 (2007).
5. Plaintiff has shown grounds exist to invalidate the arbitration provision due to unconscionability. Compelling arbitration would be unconscionable due to Plaintiff's lack of meaningful choice in accepting the arbitration provision and the oppressive nature of its terms.
6. Based on all of the facts and circumstances of the present matter, the Court finds no agreement ever existed between the parties to submit Plaintiff's present disputes with GM Financial to binding arbitration.
7. Accordingly, the arbitration clause is unenforceable and void with respect to the claims asserted in this action.

**THEREFORE, IT IS ORDERED** that this Court hereby **DENIES** Defendant GM Financial's Motion to Compel Arbitration with prejudice. I further **ORDER** that this matter is not stayed and that the parties shall proceed with litigation forthwith in this Court.

**AND IT IS SO ORDERED.**

This \_\_\_ day of \_\_\_\_\_, 2025  
\_\_\_\_\_, SC

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The Honorable S. Bryan Doby  
Presiding Circuit Court Judge for  
the Third Judicial Circuit



Williamsburg Common Pleas

**Case Caption:** William Ward , plaintiff, et al VS Gm Financial, Llc , defendant, et al  
**Case Number:** 2024CP4500502  
**Type:** Order/Other

So Ordered

S. Bryan Doby, Circuit Court Judge, No. 2784