

Nicholas C.C. Stewart
nstewart@burr.com
Direct Dial & Fax: (843) 973-6888

115 Fairchild Street
Suite 200
Daniel Island, SC 29492

Office (843) 972-6177

BURR.COM

October 6, 2025

RECEIVED

Oct 06 2025

SC Court of Appeals

VIA EMAIL

The Hon. Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201
ctappfilings@sccourts.org

Re: *William Ward and Charlotte Ward v. AmeriCredit Financial Services, Inc.*
d/b/a GM Financial
Appeal from Williamsburg County Court of Common Pleas 2024-CP-45-00502

Dear Madam Clerk,

Please be advised that the Notice of Appeal for the above-referenced matter was filed with the Williamsburg County Clerk of Court on October 1, 2025. Attached please find the filed copy. This letter is sent in response to the letter from the clerk Catherine S. Harrison dated October 6, 2025.

Thank you for your attention to this matter. Please let me know if you have any questions or concerns.

Sincerely,

Burr & Forman LLP



Nicholas C.C. Stewart

NCCS/whp
Enclosure

cc: E. Hood Temple (eh temple@thlawsc.com)
Alexander S. Hogsette (ashogsette@thlawsc.com)
Katherine McLean Ryan (kmryan@thlawsc.com)
Rodney C. Jernigan, Jr. (rod@jerniganlaw.net)

RECEIVED

Oct 01 2025

SC Court of Appeals

ELECTRONICALLY FILED - 2025 Oct 01 1:14 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500502

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas
The Honorable S. Bryan Doby
Third Judicial Circuit

Case No. 2024-CP-45-00502

William Ward and Charlotte Ward, Plaintiffs / Respondents,

v.

AmeriCredit Financial Services, Inc. d/b/a GM Financial; Windingmakia Automotive Group, LLC
D/B/A Winding Chevrolet GMC; Michael Winding; and Andrew Efird, Defendants,

Of whom, AmeriCredit Financial Services, Inc. d/b/a GM Financial is the Appellant.

NOTICE OF APPEAL

Appellant appeals from the Order denying its Motion to Dismiss and Compel Arbitration filed August 20, 2025, Order denying its Motion to Reconsider, filed September 26, 2025 and Order Altering or Amending Order denying its Motion to Reconsider filed September 30, 2025

October 1, 2025

s/Richard Carlton Keller
Richard Carlton Keller
Nicholas C. C. Stewart
BURR & FORMAN, LLP
420 North 20th Street, Suite 3400
Birmingham, AL 35203
Email: rkeller@burr.com
nstewart@burr.com
Phone: 843-973-6888

Attorney for Appellant

Attorneys for Respondents:

E. Hood Temple
Alexander S. Hogsette
Katherine McLean Ryan
TEMPLE & HOGSETTE LAW GROUP
170 Courthouse Square
Florence, SC 29503-1770
Email: eh Temple@thlawsc.com
Email: ashogsette@thlawsc.com
Email: kmryan@thlawsc.com
Phone: 843-662-5000

Attorney for Andrew Efirm:

Rodney C. Jernigan, Jr.
Jernigan Law Firm, P.A.
602 Second Loop Road
Florence, SC 29505
Email: rod@jerniganlaw.net
Phone: 843-664-0540

RECEIVED
Oct 01 2025
SC Court of Appeals

ELECTRONICALLY FILED - 2025 Oct 01 1:14 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500502

PROOF OF SERVICE OF THE NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas
The Honorable S. Bryan Doby
Third Judicial Circuit

Case No. 2024-CP-45-00502

William Ward and Charlotte Ward, Respondents,

v.

AmeriCredit Financial Services, Inc. d/b/a GM Financial..... Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Respondents by depositing a copy in the United States Mail, postage prepaid, on October 01, 2025, addressed to their attorneys of record E. Hood Temple, Alexander S. Hogsette, and Katherine McLean Ryan at 170 Courthouse Square Florence, SC 29503-1770.

October 1, 2025

s/Richard Carlton Keller
Richard Carlton Keller
BURR & FORMAN, LLP
420 North 20th Street, Suite 3400
Birmingham, AL 35203
Email: rkeller@burr.com

Attorney for Appellant



Richard Keller
rkeller@burr.com
Direct Dial: (205) 458-5323
Direct Fax: (205) 244-5664

Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, AL 35203

Office (205) 251-3000
Fax (205) 458-5100

BURR.COM

October 1, 2025

VIA ELECTRONIC SUBMISSION

The Hon. Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201
ctappfilings@sccourts.org

RECEIVED
Oct 01 2025
SC Court of Appeals

Re: *William Ward and Charlotte Ward v. AmeriCredit Financial Services, Inc.
d/b/a GM Financial*
Appeal from Williamsburg County Court of Common Pleas 2024-CP-45-00502

Dear Ms. Kitchings:

Enclosed for filing is a Notice of Appeal in the above-listed matter. Accompanying it are a copy of the orders being appealed and a certificate of service. The \$250.00 filing fee is being mailed to Court. Please let me know if you need anything else to perfect the filing of this appeal.

With kindest regards, I am

Very truly yours,

Richard C. Keller

RCK/KRH
Enclosures

STATE OF SOUTH CAROLINA

COUNTY OF WILLIAMSBURG

WILLIAM WARD AND CHARLOTTE
WARD,

Plaintiffs,

vs.

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

Defendants.

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

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.

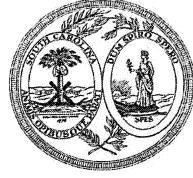
4. Grounds for invalidating an arbitration agreement include generally applicable contract defenses, such as fraud, duress, or unconscionability. *See Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C 14, 644 S.E.2d 663 (2007).
5. Plaintiff has shown grounds exist to invalidate the arbitration provision 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

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

Electronically signed on 2025-08-20 10:00:44 page 3 of 3

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Williamsburg
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP4500502

William Ward et al
PLAINTIFF(S)

Gm Financial, Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

This matter is before the Court pursuant to Rule 59 (e) SCRPC. The Defendant seeks an Order of this Court amending or altering its Order of August 25, 2025. Pursuant to Rule 59 (f) SCRPC, this Court determines that the motion to alter or amend may be decided with or without briefs filed by the parties and without oral argument. Having duly considered the motion to alter or amend of the Defendant, this Court has determined that its original Order dated August 25, 2025, is fully supported by the law and the evidence and is hereby ratified and reconfirmed. The motion to alter or amend the earlier Order is therefore DENIED.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/26/2025 .

Windingmaka Automotive Group, Llc
Michael Winding
Herbert Stackley

RECEIVED
Oct 01 2025
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.



Williamsburg Common Pleas

Case Caption: William Ward , plaintiff, et al VS Gm Financial, Llc , defendant, et al
Case Number: 2024CP4500502
Type: Order/Electronic Form 4

So Ordered

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

Electronically signed on 2025-09-26 13:13:29 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

WILLIAM WARD AND CHARLOTTE
WARD,

Plaintiffs,

vs.

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

Defendants.

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

ORDER

RECEIVED
Oct 01 2025
SC Court of Appeals

This matter is before the Court on Plaintiffs' Motion to Reconsider the Court's September 26, 2025, Order pursuant to Rule 59(e), South Carolina Rules of Civil Procedure. Having considered the written submissions of the parties, applicable law, and the record before the Court, the Court finds the following:

1. On August 25, 2025, Defendant AmeriCredit Financial Services, Inc. d/b/a GM Financial (hereinafter, "Defendant") filed a Motion to Alter or Amend the Court's August 20, 2025, Order pursuant to Rule 59(e), SCRCP.
2. Rule 59(g), SCRCP, provides that the moving party "shall provide a copy of the motion to the judge within ten (10) days after the filing of the motion."
3. Defendant failed to provide a copy of its Rule 59(e) Motion to the presiding judge within ten (10) days of filing, as required by Rule 59(g).
4. On September 24, 2025, Defendant transmitted a copy of its Rule 59(e) Motion to Chambers via electronic mail (e-mail), and requesting a hearing on its Motion.

5. Plaintiff responded to Defendant's e-mail request to the Court with a letter, which *inter alia*, raised the issue of whether Defendant's 59(e) Motion was timely based up subpart (g) of the same rule.

6. This Court denied Defendant's Motion on September 26, 2025. In doing so, this Court reconfirmed its prior Order but did not specifically address the timeliness of the Defendant's Motion.

7. Plaintiffs filed the instant Rule 59(e) Motion to Reconsider on September 30, 2025, and provided this Court with a copy of its Motion via e-mail.

8. The Court may also *sua sponte* review its own previous decision within ten (10) days of issuing an Order.

Based on the foregoing, the Court concludes that, in addition to the reasons set forth in the September 26 Order, Defendant's Rule 59(e) Motion was procedurally defective and must be dismissed as a matter of law for failing to comply with Rule 59(g), SCRCP.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. That Defendant's Motion to Alter or Amend, filed August 25, 2025, is **DENIED** for failure to comply with Rule 59(g), SCRCP.
2. That Defendant's Motion to Alter or Amend is also **DENIED** and this Court, for the reasons set forth in this Court's September 26, 2025 Order, reconfirms its denial of Defendant's Motion to Compel Arbitration and Stay Case, all of which are incorporated by reference as if set forth herein, verbatim.
3. The parties shall proceed with litigation forthwith in this Court.

AND IT IS SO ORDERED.

This ___ day of _____, 2025
_____, SC

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/Amend

So Ordered

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

Electronically signed on 2025-09-30 15:48:47 page 4 of 4