

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 PETER SKOLER AND PATRICIA )  
 SKOLER, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 VACATION INSPIRATIONS, )  
 DESTINATION TRAVEL, LLC, JOSEPH )  
 SHIRLEY, RANDY GARDNER, AND )  
 JEFFREY PUMILIA, )  
 )  
 Defendants. )  
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IN THE COURT OF COMMON PLEAS  
 IN THE NINTH JUDICIAL CIRCUIT  
 CASE NO.: 2024-CP-10-2646

**RECEIVED**  
**Jan 08 2026**  
**SC Court of Appeals**

**ORDER GRANTING MOTION  
 COMPELLING ARBITRATION  
 AND STAY OF PROCEEDINGS**

Presiding Judge:	Hon. Deadra L. Jefferson
Plaintiff's Attorney:	Abigail Saunders, Esq. David Wolf, Esq.
Defendant's Attorney:	John Massalon, Esq.
Date of Hearing:	March 27, 2025
Court Reporter:	Hayley Burnett

THIS MATTER is before the Court on March 27, 2025, on Defendants' Motion to Compel Arbitration and Stay Proceedings until Completion of Arbitration, filed November 12, 2024. Defendants filed a Memorandum in Support of Motion to Compel Arbitration and Stay Proceedings on March 25, 2025. Defendants' filed an Amended Memorandum in Support of Motion to Compel Arbitration and Stay Proceedings on March 26, 2025. Plaintiffs filed a Memorandum in Opposition to Defendants' Motion to Compel Arbitration and Stay Proceedings on March 13, 2025. On March 26, 2025, Plaintiff filed a Surreply Memorandum in Opposition to Defendants' Motion to Compel Arbitration and Stay Proceedings. Appearing for the Plaintiffs are

Abigail Saunders, Esq. and David Wolf, Esq. Representing the Defendants is John Massalon, Esq. After consideration of the parties' memoranda and argument of counsel, the Court hereby GRANTS Defendants' Motion and orders that all proceedings are stayed pending the outcome of arbitration. The Court makes the following findings of fact and conclusions of law pursuant to Rule 52 of the South Carolina Rules of Civil Procedure.

### **FINDINGS OF FACT**

Plaintiffs purchased a Vacation Inspirations ("VI") Membership ("the Membership") distributed by Destination Travel, LLC on March 21, 2022, in Charleston, South Carolina by Purchase Agreement, which is the subject of this action (the "Purchase Agreement"). The Purchase Agreement includes the following arbitration provision:

Any controversy, claim or dispute arising out of or relating to this Purchase Agreement, shall be resolved and decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") (however, not under the auspices of AAA) and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall be selected by Vacation Inspirations. Upon final award, arbitrator compensation and cost of the location shall be paid by the non-prevailing party. The arbitration shall take place in Charleston, S.C. at the Charleston County Courthouse or other location determined by Vacation Inspirations.

On May 21, 2024, Plaintiffs filed a lawsuit against Defendants in the Charleston County Court of Common Pleas, and it was properly served on Defendants on June 5, 2024. The Complaint alleges among other things, that the Purchase Agreement (including the arbitration provision) was unconscionable and seeking injunctive and equitable relief. Defendants filed their answer on July 3, 2024, denying these allegations, and later filed a motion to compel arbitration on November 12, 2024 pursuant to the arbitration provision in the Purchase Agreement.

### **CONCLUSIONS OF LAW**

This Court finds the arbitration paragraph has the required nexus to interstate commerce to

invoke the provisions of the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (the “FAA”), to govern the issues herein. *See Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 115 S. Ct. 834 (1995); *see also Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531,538, 542 S.E.2d 360, 363 (2001). This is further supported by the Affidavit of Randy Gardner filed in support of Defendants’ motion, which shows that the subject transaction involved and affected interstate commerce as contemplated by the FAA. Gardner is a member and managing member of Destination Travel, LLC, as well as an operator of Vacation Inspirations. Counsel for Plaintiffs acknowledged during the hearing that the FAA governs the issues before the Court.<sup>1</sup>

Pursuant to the FAA and the Commercial Arbitration Rules 7(a) and (b), the arbitrator and not the Court determines all issues of arbitrability and the enforceability of the Purchase Agreement. *See e.g. Henry Schein, Inc. v. Archer & White Sales, Inc.*, 586 U.S. 63, 68 139 S. Ct. 524, 529 (2019) (“When the parties’ contract delegates the arbitrability question to the arbitrator, the courts must respect the parties’ decision as embodied in the contract...”). The parties specifically incorporated the Commercial Arbitration Rules into the Purchase Agreement. Rule R-7(a) and (b) of the Commercial Rules provide as follows:

The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim.

The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause. *See* AAA Commercial Arbitration Rules R-7(a) and (b)(2022).

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<sup>1</sup> The parties concede that the Defendant’s argument in support of arbitration is premised on the applicability of the FAA. Likewise, the parties concede that the arbitration provision at issue does not comply with the requirements of the South Carolina Arbitration Act. S.C. Code Ann. §15-48-10 (1978).

Here, the parties clearly and unmistakably delegated the question of arbitrability to the arbitrator by invoking the Commercial Arbitration Rules of the American Arbitration Association. Plaintiffs argue that they should not be required to arbitrate because they challenge the Purchase Agreement as unconscionable and claim that the Court must decide the issues of unconscionability before the case can be referred to arbitration. However, the Purchase Agreement also designated that the arbitrator decide questions regarding the existence or validity of a contract of which the arbitration provision forms a part. Under the Federal Arbitration Act, the Court may not decide whether an arbitration agreement applies to the instant dispute or issues about the enforceability of the contract of which the arbitration agreement forms a part if the parties clearly and unmistakably delegated those questions to an arbitrator. See also Masters v. KOL, Inc., 431 S.C. 28, 846 S.E.2d 893, 894 (Ct. App. 2020). In Masters, the purchaser of a car challenged the Dealer’s claim for arbitration on grounds that execution of subsequent agreements rendered the original agreement “moot and unenforceable”. The Court held that questions about whether the agreement was moot or unenforceable were for the arbitrator, not the Court. Specifically, the Court stated “While it is the default procedure for the court to decide the issues of whether a valid agreement to arbitrate exists and whether the specific dispute falls within the agreements scope, the parties may delegate this determination to the arbitrator if they clearly and unmistakably do so.” This Court concludes as a matter of law that the parties agreed to delegate issues regarding the enforceability of the Purchase Agreement to the arbitrator. Therefore, consonant with the parties’ agreement the Court must refer this matter to arbitration for the arbitrator to decide all such issues.

Alternatively, regardless of the decision maker, the ultimate question of arbitrability “is a matter of contract interpretation.” Landers v. Fed. Deposit Ins. Corp., 402 S.C. 100, 108, 739 S.E.2d 209, 213 (2013). See Am. Recovery Corp. v. Computerized Thermal Imaging, 96 F.3d 88, 92 (4th Cir. 1996) (internal citations omitted). The record is clear, however, that Plaintiffs signed the Purchase Agreement and are therefore presumed to have read and understood the document they signed. Plaintiffs presented no evidence to the contrary and as a result this Court finds that any claim that Plaintiffs did not read or understand the Purchase Agreement before signing it is without merit. See generally, Gibson v. Epting, 426 S.C. 346, 352, 827 S.E.2d 178, 181 (Ct. App. 2019); see also Region Bank v. Schmauch, 354 S.C. 648, 663, 582 S.E.2d 432, 440 (Ct. App. 2003).

Additionally, this Court finds as a matter of law that the Purchase Agreement was not an adhesion contract. The agreement itself shows that Plaintiffs not only had the opportunity and meaningful choice to alter or amend the Purchase Agreement, including the arbitration provision, but Plaintiffs in fact requested changes to the standard Purchase Agreement which were included in the Addendum/Exception to Contract as part of the Purchase Agreement. While there were alterations made in handwriting in the Addendum/Exceptions portion of the Purchase Agreement, none of those alterations involved the arbitration provision. In addition, the very front page of the Purchase Agreement leaves blanks for the parties to fill in regarding the final negotiated purchase price and other matters. Accordingly, there is no factual support that the Purchase Agreement was a “take or leave it” situation thereby failing to establish the requisite elements of an adhesion contract. Based on the foregoing,

**IT IS ORDERED, ADJUDGED AND DECREED** Defendants’ Motion to Compel

Arbitration and Stay Proceedings Until the Completion of Arbitration, filed November 12, 2024,  
is heard and Granted and the Proceedings are stayed pending arbitration.

**AND IT IS SO ORDERED.**

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Hon. Deadra L. Jefferson  
Presiding Judge  
Ninth Judicial Circuit

This 23<sup>th</sup> day of July, 2025  
Charleston, S.C.



Charleston Common Pleas

**Case Caption:** Patricia Skoler , plaintiff, et al VS Vacation Inspirations , defendant,  
et al  
**Case Number:** 2024CP1002646  
**Type:** Order/Compel

IT IS SO ORDERED.

s/D.L. Jefferson Ninth Judicial Circuit Judge 2128