

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS  
2 COUNTY OF CHARLESTON CASE NO.2024CP1002646

3  
4 PATRICIA SKOLER

5 Plaintiff,

6 -vs-

TRANSCRIPT OF RECORD

7 VACATION INSPIRATIONS, LLC

8 Defendant.

9

10 March 27, 2025

11 Charleston, SC

12 BEFORE:

13 The Honorable Deadra L. Jefferson, Judge.

14

15 APPEARANCES:

16 David W. Wolf

17 Attorney for Plaintiff

18

19 John A. Massalon

20 Attorney for Defendant

21

22 Abigail Saunders

23 Attorney for Plaintiff

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Emily H. Walker, CVR

25

Court Reporter

**RECEIVED**  
**Feb 26 2026**  
**SC Court of Appeals**

1 THE COURT: (audio missing) Skoler and Patricia  
2 Skoler versus Vacation Inspirations, Destination Travel  
3 LLC, Joseph -- excuse me, Joseph Shirley, Randy  
4 Gardner, and Jeffrey Pumilia, P-U-M-I-L-I-A. 2024 CP  
5 10-2646.

6 It's before the Court on the defendants', plural,  
7 motion to compel arbitration and stay proceedings,  
8 which was filed on 11/12/2024. Their memo in support  
9 was filed on March 25th of 2025. Did you all file  
10 something in opposition? I'm referring to the  
11 plaintiffs.

12 MR. WOLF: Yes, Your Honor.

13 THE COURT: When was it filed?

14 MR. WOLF: I want to say it was on March 13th, and  
15 then we filed a surreply this morning.

16 THE COURT: Bear with me just one second.

17 MR. WOLF: Yes, Your Honor.

18 THE COURT: You all can take your seats.

19 MR. WOLF: Thank you.

20 MR. MASSALON: Thank you, Your Honor.

21 (WHEREUPON, the Court researched the referenced  
22 documents.)

23 THE COURT: Here we go. Plaintiff's memo in  
24 opposition. 3/13.

25 Okay. This is the defendants' motion to compel

1 arbitration. You may proceed.

2 MR. MASSALON: Thank you, Your Honor.

3 THE COURT: You're welcome. And good morning,  
4 Mr. Massalon. I'm sorry. It would help if I look up,  
5 right? Mr. Massalon's appearing for the defendants.  
6 Mr. Wolf and Ms. Saunders are appearing for the  
7 plaintiffs. You may proceed.

8 MR. MASSALON: Thank you, Your Honor.

9 THE COURT: You're welcome.

10 MR. MASSALON: And if I may begin with a quick  
11 procedural question?

12 THE COURT: Sure.

13 MR. MASSALON: We also have the next case on the  
14 motions docket.

15 THE COURT: Exactly. Which is Frank Perelli  
16 versus Vacation Inspirations. I assume it's the same  
17 motion. When I looked at it earlier, I was assuming it  
18 was basically the same, but I think we have to -- it's  
19 the same folk, isn't it?

20 MR. MASSALON: You are correct. It, it's -- we  
21 don't really have any arguments that --

22 THE COURT: If y'all want you can --

23 MR. MASSALON: -- right.

24 THE COURT: -- in that same time if there's no  
25 exception.

1 MR. WOLF: There is none, Your Honor.

2 THE COURT: Okay.

3 MR. MASSALON: If we could do them in tandem then.

4 THE COURT: That's fine.

5 MR. MASSALON: That would probably make you a  
6 little happier and a little more efficient.

7 So as I said, Your Honor, I'm John Massalon  
8 representing the defendants in this case. I'll give  
9 you just a little background first about the Skoler  
10 case, which was filed first, then about the Perelli  
11 case, and then I'll go into my argument.

12 Mr. and Mrs. Skoler signed a agreement with  
13 Vacation Inspirations, basically purchased a travel  
14 club membership, March 21 of '22. A copy of the  
15 agreement is actually attached to the motion. I have  
16 an extra one if you'd like it, but --

17 THE COURT: No, I have the file.

18 MR. MASSALON: The purchase price was \$5,593. The  
19 agreement contains a provision to arbitrate any  
20 disputes.

21 THE COURT: Got to comply with South Carolina law?

22 MR. MASSALON: This is an FAA case, Your Honor.

23 THE COURT: Okay. So you concede it does not  
24 comply with South Carolina, and you are then reverting  
25 to the FAA, alleging there's some interstate commerce

1 implicated?

2 MR. MASSALON: Yes, Your Honor. And, in fact, I  
3 do not believe that is disputed. I think we both  
4 argued under the FAA. We submitted an affidavit.

5 THE COURT: All y'all conceding the FAA applies?

6 MR. WOLF: Yes, Your Honor, we are.

7 THE COURT: Okay. Thank you.

8 MR. MASSALON: So it's an FAA case, not a  
9 South Carolina case, Your Honor.

10 THE COURT: Mm-hmm.

11 MR. MASSALON: And I, I will not read you the  
12 arbitration agreement, but just to highlight a couple  
13 provisions of it. It's very broad. It applies to any  
14 controversy, claim, or dispute relating to the  
15 agreement.

16 It says it will be resolved and decided by binding  
17 arbitration in accordance with the commercial rules of  
18 the AAA, but not under the auspices. So this is a  
19 commercial rules case, but it's not being administered  
20 by the AAA. And a judgment may be awarded by the  
21 arbitrator entered in any court of jurisdiction. And  
22 that Vacation Inspirations gets to select the  
23 arbitrator.

24 There aren't any limitations on what the  
25 arbitrator can hear, what relief can be awarded, no

1 damage limitations, no waivers, anything like that.  
2 Just a broad arbitration agreement.

3 Now the agreement also includes an  
4 addendum/exception to the contract. That's the next  
5 page. And on it has handwritten changes in both cases,  
6 both the Skoler case and in the Perelli case.

7 And then lastly, there's a document attached  
8 called a Vacation Inspirations Membership  
9 Acknowledgment, which contains a list of questions  
10 signed by these folks, and one of the questions is, did  
11 you buy this membership because of high-pressure sales  
12 tactics. The answer in both cases was no.

13 Nevertheless, on May 21st, the Skolers filed  
14 this complaint alleging various causes of action. One  
15 of them being that the agreement was a result of  
16 high-pressure sales tactics. We filed this motion to  
17 compel arbitration.

18 As far as Perelli goes, the only additional facts  
19 that relate to the Perelli case are, they signed their  
20 agreement October 22 of 2022. The purchase price,  
21 slightly different, \$5,595. Contains the same  
22 arbitration provision. They also have an addendum  
23 that's got some handwritten changes on it. They  
24 acknowledged in the final membership acknowledgment  
25 agreement that they did not buy because of

1 high-pressure sales tactics. They, too, filed a  
2 lawsuit here in Charleston alleging basically that the  
3 contract was the result of high-pressure sales tactics.

4 As I mentioned, we filed an affidavit in support  
5 of our motion to show the interstate commerce aspect of  
6 this.

7 THE COURT: I'm sorry. I didn't hear your last  
8 sentence.

9 MR. MASSALON: To show the interstate commerce  
10 that was involved in this. There's an affidavit that  
11 we filed in the Perelli case. But it basically  
12 describes the interstate commerce aspects of all of  
13 these transactions.

14 THE COURT: I think they concede the FAA  
15 applies --

16 MR. MASSALON: Yes, ma'am.

17 THE COURT: -- correct?

18 MR. MASSALON: So as Your Honor is aware --

19 THE COURT: As far as I understand, y'all agree  
20 that's the analysis.

21 MR. WOLF: We concede the FAA applies, Your Honor.

22 THE COURT: Okay. Yes, sir.

23 MR. MASSALON: So under the, the agreement the  
24 commercial rules apply. And, and this is cited in the  
25 memo, but Rule 7 of the commercial rules gives the

1 arbitrator two powers. One of them is to rule on his  
2 or her own jurisdiction, including objections with  
3 respect to the existence, scope, or validity of the  
4 arbitration agreement, or to the arbitrability of any  
5 claim. Second thing under Rule 7(b), the arbitrator  
6 shall have the power to determine the existence or  
7 validity of a contract of which the arbitration  
8 agreement is a part.

9 So under the commercial rules, just to summarize,  
10 the arbitrator not only gets to decide his or her  
11 jurisdiction, but also the validity of any contract  
12 that contains the clause.

13 Now there's a Supreme Court case that we cite in  
14 the materials called Henry Schein versus Archer and  
15 White Sales. And the Court, in that case, basically  
16 decided that when the parties agree that issues like  
17 arbitrability will be decided by the arbitrator, that  
18 the Court has to defer to that under the FAA.

19 Now the question in Henry Schein was the, what,  
20 what we call the wholly meritless exception. And for a  
21 time in federal court there was, or seemed to be an  
22 exception to arbitrability if somebody claimed that the  
23 question of arbitrability was wholly meritless, then  
24 some courts would decide that. Schein said no. If  
25 they let the arbitrator decide arbitrability, even

1 wholly meritless gets decided by the arbitrator.

2 Now in the subsequent South Carolina case of  
3 Masters versus KOL, we cite that in the materials as  
4 well. That is a state case decided under the FAA. And  
5 in that case a car purchaser challenged a dealer's  
6 claim that the dispute had to be arbitrated. And, and  
7 the grounds alleged there were that the original  
8 agreement was moot and unenforceable, because of some  
9 subsequent agreements that the parties made.

10 And the Court in that case, citing Schein and some  
11 other cases, held that questions about whether the  
12 arbitration contract was moot or unenforceable were for  
13 the arbitrator, not the Court. And, and significantly  
14 in that case, in Masters, the Court said, while the  
15 default procedure for the Court is to decide issues of  
16 whether a valid agreement to arbitrate exists or not,  
17 whether the dispute falls within, and whether the  
18 dispute falls within the agreements scope, the parties  
19 may delegate this determination to the arbitrator if  
20 they clearly or unmistakably do so.

21 Now as, as I understand the plaintiff's argument  
22 first in this case, they argue that under the Palmetto  
23 Bluff case that was decided last year, that they get a  
24 decision on unconscionability in court before they have  
25 to go to arbitration, if, if they have to go. If they

1 win the unconscionability argument in court, then they  
2 don't.

3 The reason that I don't think that Palmetto Bluff  
4 applies in this situation is that is clearly a  
5 South Carolina arbitration act case. And, and I won't  
6 read it to Your Honor, but in the opinion, one of the  
7 first questions they address is does the FAA apply or  
8 does the state act apply? And they find in that case,  
9 Palmetto Bluff, the state act applies. And so they  
10 analyze the unconscionability under that set of laws  
11 and rules.

12 Our view, Your Honor, is that because this is a  
13 FAA case and because the rule cited give the arbitrator  
14 the authority to decide the validity of the contract,  
15 that the issues of unconscionability would be decided  
16 by the arbitrator in this case and, and not by the  
17 Court.

18 Second, Your Honor, and, and these are, are  
19 alternative arguments in case you address the merits of  
20 the case first. Plaintiffs argue that this is an  
21 adhesion contract, a take-it-or-leave-it deal. And  
22 because of that they get special scrutiny of this  
23 contract. Our argument on that, Your Honor, is when  
24 you look at these contracts, they certainly do contain  
25 a lot of printed material. However, as I've noted in

1 my opening, they also contain a provision for addenda  
2 and exceptions. And both of these plaintiffs, or all  
3 three of these plaintiffs, took advantage of that. And  
4 they all have handwritten terms, both contracts have  
5 handwritten terms in them. Which I think takes it out  
6 of the adhesion contract and into the negotiated  
7 contract category.

8 The second argument that, that plaintiffs make is  
9 that under this arbitration provision it is a  
10 fundamentally unfair process because Vacation  
11 Inspirations gets to choose the arbitrator. And for  
12 that reason they shouldn't be required to go even  
13 though we say they agreed to go.

14 The problem with that argument, Your Honor, I  
15 think is, is twofold. First, and we cite these rules  
16 in the materials. Under the commercial rules, Rule 14,  
17 if the parties agree to a particular way of appointing  
18 the arbitrator, in this case that Vacation Inspirations  
19 gets to choose, then that's binding on them. And  
20 that's Rule 14(a) of the commercial rules.

21 And, significantly, Rule 19 says this. An  
22 arbitrator shall be impartial and independent, and  
23 shall perform his or her duties with diligence and in  
24 good faith and shall be subject to disqualification for  
25 partiality or lack of independence. So, so this is not

1 a case, and the plaintiffs rely extensively on a, a  
2 case, Hooters case, involving a procedure that they say  
3 is fundamentally unfair to employees because the  
4 employer controlled all these aspects of the  
5 arbitration. But here Vacation Inspirations gets to  
6 pick the arbitrator. But under the rules he or she has  
7 to be independent and non-biased. So it's a fair  
8 forum.

9 And moreover, as Your Honor, I'm sure, is aware,  
10 the rules, the ADR rules in South Carolina for  
11 arbitrators require arbitrators to be neutral. So,  
12 again, if a lawyer is chosen, he or she has to be  
13 neutral under those rules as well. And, again, there  
14 aren't any exclusions, no claims are excluded, no  
15 claims that are waived, no damage limits, none of that  
16 kind of limitation that the Court in Hooters found was  
17 unfair. So this is a fair forum for arbitrating these  
18 disputes.

19 Next, Your Honor, the, the plaintiffs really kind  
20 of flood the zone with a lot of arguments that are  
21 factual arguments about why they believe these  
22 agreements are unconscionable. And they are things  
23 like, for instance, you know, they were asked to turn  
24 off their cell phones. And that the, they didn't have  
25 a lawyer with them to advise them about the agreements,

1 and a lot of things of that nature. They were  
2 unsophisticated. There was unequal bargaining power.  
3 Lots of those kinds of things, all of which are, are  
4 not proven. They're just arguments. They're just  
5 factual averments.

6 And, and what I would say first is, under the, the  
7 law, as I understand it, they're immaterial because the  
8 arbitrator should decide all of those. But under the  
9 FAA, this is Section 4, 9 USC Section 4, if there are  
10 factual issues going to arbitrability that the Court  
11 decides needed to be decided, I, I don't believe those  
12 can be decided on this motion. Because you take the  
13 basic issue of high-pressure sales tactics. They say  
14 these agreements were the result of high-pressure sales  
15 tactics. We have a document signed by each of them  
16 that says they weren't. So, so that's a classic  
17 factual issue.

18 Another argument the plaintiffs make is no  
19 reasonable person would sign these agreements.  
20 Reasonableness I think is a, is a classic factual  
21 determination. Yet they ask the Court to make that  
22 finding in their favor to defeat arbitration without a  
23 trial or an evidentiary hearing on that. And so under  
24 the FAA I don't believe that that is permitted. I  
25 think a hearing or a trial is required. And I think

1 that's another reason it should go to arbitration,  
2 because arbitrators are set up to do those kinds of  
3 things and do them efficiently.

4 The last couple of things, Your Honor, and then  
5 I'll sit down. There is a lot of dialogue in the  
6 agreements about the consumer arbitration rules. And  
7 the FAA, as you probably know, Your Honor, has a set of  
8 rules for consumer transactions that are different  
9 slightly than the ones for commercial transactions.  
10 And the, the argument as I understand it from the  
11 plaintiffs is, that the consumer rules apply because  
12 there's a footnote on the first page of the commercial  
13 rules that basically says, for cases administered by  
14 the FAA, they can apply whatever rules they think  
15 should apply. I think employment rules are one of  
16 them. Consumer rules are another.

17 The problem with that argument, Your Honor, is  
18 that this is not an FAA-administered arbitration. And  
19 so, in our view that footnote does not apply to this  
20 case. The other problem with it, I think, Your Honor,  
21 is that it basically brings us back to the same place  
22 because under Rule 14 of the consumer rules it, that  
23 the same jurisdiction provision is in the consumer  
24 rules as in the commercial rules. So, again, it loops  
25 us right back to the authority of the arbitrator to

1 decide his or her own jurisdiction and decide issues  
2 about validity or not of contract. So, we don't think  
3 the consumer rules apply. Even if the Court disagrees  
4 with me, I believe that it takes us back to the same  
5 place that I argued earlier.

6 And then lastly, Your Honor, there was a point in  
7 the plaintiff's initial memorandum that this motion  
8 should be dismissed because my co-counsel did not  
9 consult with them before they filed it.

10 And what I would say on that, Your Honor, is, is I  
11 think that's a form-over-substance argument. Pretty  
12 clearly, the plaintiffs in this case would not have  
13 consented to the relief we request in this motion.  
14 I'm, I'm certain that my co-counsel knew that when they  
15 filed it. As you can see, they're fighting like tigers  
16 to stay out of arbitration. And they've submitted a  
17 memorandum in opposition and a surreply, and so I think  
18 for that reason, Your Honor, the Rule 11 argument  
19 should fail.

20 And this matter should be referred to arbitration,  
21 and the plaintiffs can make all these arguments in  
22 arbitration. And we can get a just, fair, and  
23 efficient result there. Thank you.

24 THE COURT: You're welcome. Who would like to  
25 respond?

1           MR. WOLF: Your Honor, I'll do that on behalf of  
2 the plaintiffs. Now, when I first began preparing for  
3 my comments today, my initial thought was to attack  
4 each of the claims that Mr. Massalon just presented to  
5 the Court. But then upon a little bit more reflection,  
6 I started looking at the, kind of, how South Carolina  
7 got to the point that we are today, Your Honor. And I  
8 started to, kind of, recognize that there's been a  
9 shift in South Carolina's public policy regarding  
10 protection of consumers generally, and more  
11 specifically, with regard to arbitration agreements.  
12 And I think that that's the difference that you're  
13 seeing between the two parties' positions today, Your  
14 Honor.

15           Now, I remember when I was in law school we were  
16 taught about caveat emptor, let the buyer beware. And  
17 that was, has been the law of the land here in  
18 South Carolina for a very long time. And that's  
19 reflected in a lot of early contract decisions and  
20 arbitration enforcement decisions, Your Honor.

21           However, when considering the more recent  
22 South Carolina cases, you'll see that there's been a  
23 policy shift to caveat venditor, Your Honor. Let the  
24 seller beware, and that's evident in these cases.

25           Starting in 1989, Kennedy versus Columbia

1 Lumber -- excuse me, began a slow erosion of the caveat  
2 emptor analysis when our Supreme Court, which stated at  
3 that time, judicial cognizance of the fact of a modern  
4 buyer of new residential housing is normally in an  
5 unequal bargaining position as against the seller.

6 Next in Lackey versus Green Tree Financial, the  
7 Court of Appeals explored the role of unconscionability  
8 in an arbitration agreement by stating, the issues  
9 raised in this case have not been thoroughly addressed  
10 in the state before. Finding the arbitration provision  
11 permitted Green Tree to both select the arbitrator with  
12 the consent of Lackey, and dealing with other alleged  
13 infirmities, which included lack of mutuality and  
14 finding that they did not invalidate the arbitration  
15 agreement.

16 The Supreme Court next addressed the issue, in  
17 Munoz versus Green Tree Financial, again, Your Honor,  
18 where they compelled arbitration after finding that  
19 mutuality of remedy does not apply here. An agreement  
20 providing for arbitration does not determine the remedy  
21 for a breach of contract, but only the forum in which  
22 the remedy for the breach is determined. Sounds very  
23 familiar.

24 Although citing Lackey for the proposition that  
25 the lack of mutuality, Your Honor, it does not

1 invalidate a contract. It does appear that  
2 unconscionability was raised -- or sorry, it didn't  
3 appear that the issue of unconscionability was raised  
4 by the plaintiffs in that case.

5       However, we have clear indication from the Supreme  
6 Court in Simpson versus MSA Myrtle Beach, where the  
7 Court ruled that the Munoz decision, the one I just  
8 referenced, failed to factor in the weaker party's  
9 status as a consumer in analyzing an unconscionability  
10 claim in an arbitration agreement between a consumer  
11 and a lender. And the rumblings of a paradigm shift  
12 began by Kennedy and (inaudible) were even more evident  
13 at that point, Your Honor.

14       From there Smith versus DR Horton confirmed those  
15 foundational principles and concurred in the public  
16 policy shift to protect consumers. Not just home  
17 consumers or car consumers, Your Honor, but consumers  
18 in general. To suggest that nonessential purchases by  
19 consumers deserve less protection than an essential  
20 purchase in arbitration is unsupported by the case law  
21 in South Carolina, Your Honor.

22       After Smith, in Simmons versus Benson Hyundai,  
23 which is, which references the Schein case that  
24 Mr. Massalon relies on, in the unambiguous requirement  
25 that before referring a dispute to an arbitrator, the

1 Court determined that compelling arbitration would be  
2 inappropriate after finding the parties never formed an  
3 agreement to arbitrate.

4 Next, and the case that I think is most on point,  
5 Your Honor, Chief Justice Kittredge authoring the  
6 opinion in Damico versus Lennar combined all the  
7 analysis from these prior cases, and explored the  
8 analytical flow that a trial court would follow in  
9 order to determine a motion to compel that's disputed  
10 by an unconscionability defense.

11 I think our memorandum in opposition provides  
12 analysis on these steps, Your Honor, so I won't waste  
13 the Court's time going through all of those. The lack  
14 of mutuality, unfair bargaining power between the  
15 parties are certainly included in that.

16 So, the next case is 315 Corley versus Palmetto  
17 Bluff that Mr. Massalon pointed out to the Court.  
18 That's a Court of Appeals decision that applied the  
19 Damico framework. Now I think it's worth pointing out,  
20 Your Honor, Damico is an FAA case, so this distinction  
21 without a difference that was raised about Palmetto  
22 Bluff or Corley really is a red herring because Damico  
23 goes through the process of analyzing whether it  
24 impacts interstate commerce, applies to FAA, still  
25 follows the determination is this an adhesion contract?

1 Are the two prejudicial prongs, procedural and  
2 substantive unconscionability found in the case? And  
3 if so, the Court is the, the proper adjudicator of  
4 whether that happened, or should be a valid agreement  
5 or not, Your Honor.

6 After Corley, four months ago the South Carolina  
7 Supreme Court in Hoskins versus Mungo homes, applied  
8 the same framework just like in Damico, and found that  
9 the unconscionability in the arbitration clause  
10 resulted in invalidity where there was no agreement to  
11 arbitrate, and it was the Court's job to determine that  
12 first and foremost.

13 So, in this instance, all these cases illustrate  
14 the points that the defendants are making in their  
15 memorandum are based on, they say at the very beginning  
16 it's based on all applicable law, Your Honor. But they  
17 are cherry-picking unsuitable and inapposite cases to  
18 suggest the outcome in this case. But if you look at  
19 the recent developments in arbitrability based on  
20 unconscionability, Your Honor, you look at the Schein  
21 case from the U.S. Supreme Court. You know, they cite  
22 that case, but they ignore the critical language that  
23 to be sure, and I'll try and find that reference so  
24 that I can state it correctly. To be sure before  
25 referring a dispute to an arbitrator, the Court

1 determines whether a valid arbitration agreement  
2 exists. This is Schein. This is the very case that  
3 the defendants assert says that the Court shouldn't  
4 have any place in this decision.

5 Now, just briefly, I want to touch on a few other  
6 points --

7 THE COURT: I want y'all to wrap it up. This was  
8 set for 15 minutes. I've got about ten other people  
9 here waiting to have their cases heard. I don't mean  
10 to interrupt you, but, I know it may sound funny to  
11 lawyers, but I read everything y'all send me.

12 MR. WOLF: No, and I believe that, Your Honor --

13 THE COURT: Yeah.

14 MR. WOLF: -- but I'm trying to reply to the  
15 statements that were made.

16 THE COURT: Yeah. But I need you to sort of come  
17 to a close because I've got a bunch of folk that have  
18 been patiently waiting.

19 MR. WOLF: I get it, Your Honor.

20 THE COURT: And I appreciate it. Thank you.

21 MR. WOLF: Yep. So the addenda is also, you know,  
22 non-applicable. The Damico court, as the Court's well  
23 aware from reading it, states that that case, Lennar,  
24 had blanks that needed to be filled out, and the Court  
25 still found that it was an unconscionable arbitration

1 agreement. The arbitration agreement didn't have any  
2 blanks to be filled out, Your Honor. So, you know,  
3 relying on that diverts from the attention that needs  
4 to be placed on the arbitration provision.

5 The commercial rules, by their own statement, the  
6 footnote that he referenced says, that if it involves a  
7 consumer transaction, the consumer rules apply.  
8 Whether it's under the auspices of a AAA or not. This  
9 is all the crafty manipulation of legal counsel to, to  
10 try and put the defendants in the best position, just  
11 like Damico talks about.

12 And the, the defendants should not be rewarded  
13 today, Your Honor, by being able to manipulate the  
14 terms of the agreement for their benefit. This is an  
15 unconscionable arbitration provision, and it should be  
16 decided by this Court that the arbitration should not  
17 be compelled. Therefore, we would ask the Court to  
18 deny the motion.

19 THE COURT: Please submit proposed orders on both  
20 cases within five days of today, making any findings of  
21 fact and conclusions of law consistent with the record.  
22 Thank you.

23 ALL: Thank you, Your Honor.

24 END OF TRANSCRIPT OF RECORD.

25

1 CERTIFICATE OF REPORTER

2

3 STATE OF SOUTH CAROLINA )

4 COUNTY OF CHARLESTON )

5 I, the undersigned Emily H. Walker, official  
6 Court Reporter for the 16th Judicial Circuit of the  
7 State of South Carolina, who listened to the digital  
8 recording created by DCRP, do hereby certify that said  
9 hearing is a true, correct, and verbatim transcript of  
10 said recorded, discernible proceedings, except for the  
11 portions noted where no transcript was possible due to  
12 the lack of discernible wording, noted by (inaudible),  
13 relative to appeal, in the Court of Common Pleas for  
14 Charleston County, South Carolina, on the 27th of  
15 March, 2025.

16 I do further certify that I am neither kin,  
17 counsel, nor interest to any party hereto.

18 In witness whereof, I have hereunto  
19 subscribed my name, this 26th of February, 2026.

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Emily H. Walker, CVR  
Court Reporter