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SC Court of Appeals

JOEL J. ARNSTADT  
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FILED

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

Appeal From Charleston County  
Court of Common Pleas

The Honorable T.J. Rode, Circuit Court Judge

Case No. 2025-CP-10-03283

**MARVIN DONALD PRIOLEAU**, Appellant,

v.

**AMERICAN HONDA FINANCE CORPORATION**  
d/b/a **Honda Financial Services**, Respondent.

**AMENDED NOTICE OF APPEAL**

*Amends and clarifies the Notice of Appeal filed May 1, 2026. This Amended Notice controls to the extent it differs from the original.*

PLEASE TAKE NOTICE that Appellant Marvin Donald Prioleau, appearing pro se, appeals to the **South Carolina Court of Appeals** from: (1) the **Order Compelling Arbitration and Staying Case**, entered **February 27, 2026**; and (2) the **Order Denying Plaintiff’s Rule 59(e) Motion to Alter or Amend**, entered **April 3, 2026**, both by the Honorable T.J. Rode, Court of Common Pleas, Ninth Judicial Circuit, Charleston County. This Notice is timely under Rule 203(b)(1) and Rule 203(b)(3), SCACR: the thirtieth day fell on Sunday, May 3, 2026, and the deadline extends to Monday, May 4, 2026, pursuant to Rule 263(a), SCACR. The February 27 Order compelled arbitration and stayed the circuit court action, requiring Plaintiff to proceed in an arbitral forum and determining the mode and forum for adjudication of the merits. This appeal is taken under **S.C. Code Ann. § 14-3-330(2)(a)** as an interlocutory order affecting a substantial right and in effect determining the action as to the judicial forum.

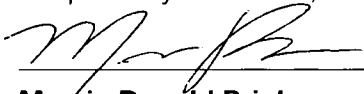
**GROUND S FOR APPEAL**

1. **Failure to conduct the mandatory formation inquiry** required by 9 U.S.C. § 4 and S.C. Code Ann. § 15-48-20(a) before compelling arbitration; both statutes mandate this inquiry with the word “shall.”

2. **Reliance upon a legally null instrument.** Defendant's own signed Form LAWCA-745EX declares Lease 1 "has been canceled (rescinded) and no longer has any legal effect."
3. **Misapplication of the delegation clause doctrine** by skipping the threshold formation inquiry required under *Granite Rock Co. v. International Brotherhood of Teamsters*, 561 U.S. 287 (2010).
4. **Mischaracterization of Rule 8(d) alternative pleading as a judicial admission.** Paragraph 56 is a conditional alternative pleading, not a freestanding concession of formation. *Andre v. Bendix Corp.*, 774 F.2d 786 (7th Cir. 1985).
5. **Failure to identify the operative contract** before compelling arbitration. *Coinbase, Inc. v. Suski*, 144 S. Ct. 1186 (2024).
6. **Manifest injustice** in compelling arbitration where both contracts' formation was disputed and Defendant produced zero formation evidence.
7. **The Order is void ab initio.** The circuit court lacked statutory authority to compel arbitration without first conducting the mandatory formation inquiry under 9 U.S.C. § 4 and S.C. Code Ann. § 15-48-20(a). An order entered without subject-matter jurisdiction is void, not merely voidable, and may be challenged at any time. *Griffin v. Capital Cash*, 368 S.C. 365, 628 S.E.2d 162 (2006).
8. **Violation of SC Constitution Art. I, § 9 (right to jury trial) and Art. I, § 3 (due process).** Compelling arbitration under a contract Defendant's own agent declared legally null — without any formation inquiry — destroys Plaintiff's constitutional right to a jury trial without a valid waiver. Denial of the jury trial right is immediately appealable as a substantial right. *Owens v. Magill*, 308 S.C. 556, 419 S.E.2d 786 (1992).

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Respectfully submitted,



**Marvin Donald Prioleau**

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North Charleston, SC 29405  
Plaintiff/Appellant, Pro Se  
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Dated: May 4, 2026

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**d/b/a Honda Financial Services**, Respondent.

**CERTIFICATE OF SERVICE**

I, Marvin Donald Prioleau, hereby certify that on May 4, 2026, I served a true and correct copy of the following document in the above-captioned matter:

**AMENDED NOTICE OF APPEAL**

upon counsel of record for Defendant/Respondent by depositing the same in the United States Mail, first-class postage prepaid, addressed as follows:

Natasha M. Durkee, Esq.  
Lauren Tuffo, Esq.  
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Post Office Box 1068  
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*Counsel for Defendant/Respondent American Honda Finance Corporation*

and

Walker Allen LLP

10800 Sikes Place, Suite 250

Charlotte, NC 28277

*Counsel for Defendant/Respondent American Honda Finance Corporation*

I further certify that on May 4, 2026, I filed the Amended Notice of Appeal with:

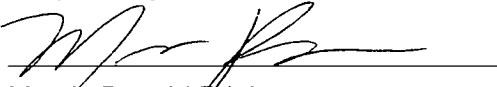
Clerk of Court

Charleston County Court of Common Pleas

100 Broad Street, Suite 106

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Respectfully submitted,



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Dated: May 4, 2026