

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

MARVIN DONALD PRIOLEAU,

Plaintiff,

v.

HONDA FINANCIAL SERVICES  
(AMERICAN HONDA FINANCE  
CORPORATION)

COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT

Civil Action Case No.: 2025-CP-10-03283

**ORDER ON DEFENDANT'S MOTION  
TO COMPEL ARBITRATION, AND  
MOTION TO DISMISS**

**RECEIVED**

**May 12 2026**

**SC Court of Appeals**

**THIS MATTER** came before the Court on October 10, 2025, on Defendant's Honda Financial Services (American Honda Finance Corporation) (hereinafter "Defendant") Motion to Compel Arbitration and Motion to Dismiss. Marvin Donald Prioleau, Plaintiff, appeared pro-se; and Natasha M. Durkee and Lauren E. Tuffo, from the law firm Walker Allen, PLLC, appeared on behalf of Defendant. Having considered the pleadings, motions, oral arguments, and applicable law, the Court makes the following conclusions:

1. Plaintiff commenced this action on or around June 6, 2025. *See* Complaint. Plaintiff's Complaint includes the following causes of actions against Defendant: (1) Fraud and Misrepresentation; (2) Violation of South Carolina Unfair Trade Practices Act; (3) Violation of the Equal Credit Opportunity Act; (4) Violation of the Fair Credit Reporting Act; (5) Breach of Contract and Breach of Duty of Good Faith and Fair Dealing; (6) Unconscionability and Rescission; (7) Declaratory and Injunctive Relief; (8) Violation of UCC Remedies for Fraud; (9) Violation of the California Consumer Credit Reporting Agencies Act; and (10) Violation of California Civil Code § 2982.9. *See Generally Id.*

2. Plaintiff's causes of action arise out of two lease agreements (the "Subject Contracts") that Plaintiff entered into with an independent dealership located in Gardena, California for a 2023 Honda Ridgeline (VIN No.: 5FPYK3F74PB058019) (the "Subject Vehicle"). *See* Complaint; *see also* Exhibits "A" and "B" to Plaintiff's Complaint. Plaintiff acknowledges that, at least one of the two Subject Contracts, formed a binding contract between the parties. *See* Complaint at ¶56.

3. On July 11, 2025, Defendant filed its initial Motion to Compel Arbitration and Motion to Dismiss in response to Plaintiff's original Complaint. *See* Defendant's Motion to Compel Arbitration and Motion to Dismiss dated July 11, 2025.

4. On July 17, 2025, Plaintiff filed an “Amended Complaint” against Defendant that appears to solely amend “Section IV (Damages) and Section V (Prayer for Relief)” of Plaintiff’s initial Complaint. *See* Amended Complaint at p. 1.

5. On August 1, 2025, Defendant filed its second Motion to Compel Arbitration and Motion to Dismiss in response to Plaintiff’s Amended Complaint. *See* Defendant’s Motion to Compel Arbitration and Motion to Dismiss dated August 1, 2025.

6. The Subject Contracts included a statement near the top of the purchase order’s first page indicates in bold, the following print:

**NOTICE: ALL PAGES OF THIS LEASE CONTAIN IMPORTANT TERMS AND CONDITIONS, INCLUDING AN ARBITRATION PROVISION. THE TERMS AND CONDITIONS ON ALL PAGES ARE PART OF THIS LEASE.**

*See* Ex. “A” at p. 1, and “B” at p. 1 to Plaintiff’s Complaint (emphasis original).

7. The last sentence in the Subject Contracts state:

**YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU READS ALL PAGES OF THIS LEASE, INCLUDING THE ARBITRATION PROVISION ABOVE [], BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED THIS LEASE.**

*See* Ex. “A” at p. 6, and “B” at p. 6 to Plaintiff’s Complaint (emphasis original).

8. Moreover, the Subject Contracts included an arbitration provision that states the following, in part:

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our parents, subsidiaries, affiliates, employees, officers, agents, representatives, predecessors, successors or assigns, (individually and collectively “us” or “our”) which arises out of or relates to your credit application, origination or servicing of this Lease, the manufacture, delivery, condition, or performance of this Vehicle, any representations, omissions, or warranties, or *any resulting transaction or relationship* (including any such relationship with third parties who do not sign this Lease) **shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.**

*See* Ex. “A” at p. 6, and “B” at p. 6 to Plaintiff’s Complaint (emphasis added).

9. The Subject Contracts also stated that:

Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

*Id.*

10. “The policy of the United States and of South Carolina is to favor arbitration of disputes.” *Parsons v. John Wieland Homes & Neighborhoods of the Carolinas, Inc.*, 418 S.C. 1, 6, 791 S.E.2d 128, 131 (2016).

11. Here, the scope of the Subject Contracts cover any resulting transactions or relationships. The purpose of all rules of contract construction is to determine the parties’ intention as well as their purposes, at the time the contract was entered into. *Masters v. KOL, Inc.*, 431 S.C. 28, 39, 846 S.E.2d 893, 898 (Ct. App. 2020); *U.S. Bank Tr. Nat. Ass’n v. Bell*, 385 S.C. 364, 374, 684 S.E.2d 199, 205 (Ct. App.2009).

12. Further, here, both of the arbitration agreements that are contained within the Subject Contracts, respectively, provide that “[t]his Arbitration Provision shall survive any termination, payoff, or transfer of this Lease.” See Ex. “A” at p. 6, and “B” at p. 6 to Plaintiff’s Complaint. As the South Carolina Court of Appeals noted in *Casey Masters v. KOL, Inc. d/b/a Kia of Greenville*, this language “expresses the parties’ intent to retain the option of arbitration even after an event” such as the assignment of the lease to Defendant. and as such is the basis for the Court’s ruling in this matter.

**WHEREFORE**, it is therefore **ORDERED, ADJUDGED** and **DECREED** as follows:

1. Defendant’s initial Motion to Compel Arbitration dated July 11, 2025, and Defendant’s second Motion to Compel Arbitration dated August 1, 2025, are **GRANTED** pursuant to the Federal Arbitration Act and the plain language of the Subject Contracts; and

2. This action is **STAYED** until the claim is resolved by final and binding arbitration.

**IT IS SO ORDERED.**

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T.J. Rode, Circuit Court Judge



Charleston Common Pleas

**Case Caption:** Marvin Prioleau VS Honda Financial Services , defendant, et al

**Case Number:** 2025CP1003283

**Type:** Order/Other

So Ordered

s/ T.J. Rode (#2792)