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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE CIRCUIT COURT
NINTH JUDICIAL CIRCUIT

The Honorable Thomas J. Rode

Appellate Court Case No. 2026-000910
Circuit Court Case No. 2024-CP-10-02642

Christopher Sawyer and Terese Sawyer, ... Appellants,

v.

Vacation Inspirations, Destination Travel, LLC, Joseph Shirley, Randy Gardner and Jeffrey Pumilia, ... Respondents.

RESPONDENTS' MOTION TO DISMISS AND MEMORANDUM IN SUPPORT

Pursuant to Rule 240, SCACR, the Respondents Vacation Inspirations, Destination Travel, LLC, Joseph Shirley, Randy Gardner and Jeffrey Pumilia ("Respondents") submit this motion to dismiss and supporting memorandum on the grounds that an order compelling arbitration and staying proceedings is not immediately appealable.[1]

BACKGROUND

Appellants purchased a Vacation Inspirations ("VI") Membership ("the Membership") distributed by Destination Travel, LLC in May 2021 in Charleston, South Carolina by Purchase

[1] Counsel is representing Respondents in the consolidated appeals (*Frank Perrelli, Jr. v. Vacation Inspirations AND Peter Skoler v. Vacation Inspirations*, Appellate Case No. 2026-000058) in which orders compelling arbitration were also granted. In those matters, the appeals were dismissed *sua sponte* and reinstated after counsel for Appellants petitioned for rehearing. The order did not find that the issues were subject to immediate appeal but did ask counsel to address all issues in Respondents' Initial Brief. Out of an abundance of caution, Counsel is filing this Motion to Dismiss and also addressing the issues of appealability in Respondents' Initial Brief.

Agreement (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 VI. 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 of other location determined by VI.

See Exhibit A, Purchase Agreement.[2] On May 21, 2024, Appellants filed a lawsuit against Respondents in the Charleston County Court of Common Pleas, alleging among other things, that the Purchase Agreement (including the arbitration provision) was unconscionable and seeking injunctive and equitable relief. Respondents answered, denying these allegations. Respondents filed a motion to compel arbitration on November 12, 2024, pursuant to the arbitration provision in the Purchase Agreement. The issues were briefed extensively and the Court heard oral argument by counsel for Appellants and Respondents on October 7, 2025.

After due consideration of all issues and matters, on December 9, 2025, the trial court entered its order granting Respondents' motion to compel arbitration. In the order, and pursuant to Rule 52 of the South Carolina Rules of Civil Procedure, the Court made specific Findings of Fact and Conclusions of Law and granted Respondents' motion. Thereafter on December 18, 2025, Appellants filed a Motion for Reconsideration, which was denied by the circuit court on March 16, 2026. Appellants filed a notice of appeal on or about April 13, 2026, appealing the order of the lower court compelling arbitration and denying their motion to reconsider. Appellants filed their initial brief on May 26, 2026. For the reasons stated herein, the appeal should be dismissed.

[2] All documents and pleadings referenced in this motion are included in Respondents' Designation of Matter to be Included on Appeal, submitted herewith, and referenced in the Initial Brief of Respondents.

ARGUMENT

The order granting the motions to compel arbitration are not immediately appealable. By statute, an order *denying* a motion to compel arbitration is immediately appealable, but an order *granting* such a motion is not. S.C. Code Ann. § 15-48-200. It is well established and long-standing precedent that an order compelling arbitration is not immediately appealable. Toler's Cove, 355 S.C. 605, 610, 586 S.E.2d 581, 584 (2003); Carolina Care Plan, Inc., 361 S.C. 544, 606 S.E.2d 752 (2004). Specifically, the South Carolina court held in Toler's Cove there is no federal policy favoring arbitration under a certain set of procedural rules and that South Carolina law defines whether an order addressing arbitrability is subject to appeal. Pursuant to S.C. Code Ann. § 15-48-200(a), an appeal may be taken from:

(1) An order denying an application to compel arbitration made under § 15-48-20

(2) An order granting an application to stay arbitration made under § 15-48-20(b)

(3) An order confirming or denying confirmation of an award;

(4) An order modifying or correcting an award;

(5) An order vacating an award without directing a rehearing; or

(6) A judgment or decree entered pursuant to the provisions of this chapter.

Notably absent from the list in Section 15-48-200 is an appeal from an order granting an application to compel arbitration or from an order to stay claims pending arbitration. Therefore, the order compelling arbitration of the claims by the Appellants is not immediately appealable.

Appellants recognize and acknowledge this longstanding principle in their brief yet argue that this appeal is different because it affects a substantial right. In support of the argument that the order compelling arbitration affects a substantial right, Appellants rely on S.C. Code Ann. 14-3-330, which defines appellate jurisdiction in certain cases, including where:

(2) An order affecting a substantial right made in an action when such order (a) in effect determines the action and prevents a judgment from which an appeal might be taken or discontinues the action, (b) grants or refuses a new trial or (c) strikes out an answer or any part thereof or any pleading in any action.

S.C. Code Ann. § 14-3-330(2).

This very argument was made and rejected by the South Carolina Supreme Court in Heffner v. Destiny, Inc., 321 S.C. 536, 471 S.E.2d 135 (1995).[3] In Heffner, the Appellants challenged an order compelling arbitration under the F.A.A. The Court applied the rule of statutory construction "expressio unius est exclusio alterius" (the mention of one is the exclusion of another), to reach the conclusion that orders compelling arbitration are not immediately appealable under § 15-48-200 because such orders were omitted from the list of appealable orders. Id. 321 S.C. 2t 538, 471 S.E. 2d at 136. Additionally, the Appellants in that case argued that S.C. Code Ann. § 14-3-330 should be applied to determine appealability just as the Appellants in this case do. In rejecting that argument the Supreme Court concluded that "[t]o apply the general appealability provisions of § 14-3-330 would conflict with the more specific provisions of § 15-48-200 regarding the appealability of order relating to arbitration. Id. 321 S.C. at 538, 471 S.E. 2d at 136, citing National Advertising Co. v. Mount Pleasant Board of Adjustment, 312 S.C. 397, 440 S.E.2d 875 (1994) (specific laws prevail over general laws).

Appellants' arguments ignore the language of the subsections of this statute. This statute does not apply to *any* order affecting a substantial right, but only such orders that fall into categories (a), (b), or (c). See S.C. Code Ann. § 14-3-330(2). "Absent some specialized statute,

[3] The Heffner court also found that an order staying an action and compelling arbitration is not immediately appealable under 9 U.S.C.A. § 16(a)(3) (1999) of the FAA. Toler's Cove Homeowners Ass'n v. Trident Constr. Co., 355 S.C. 605, 610 n.3, 586 S.E.2d 581, 584 (2003). The United States Supreme Court's subsequent decision in Green Tree Fin. Corp.-Alabama v. Randolph, 531 U.S. 79, 121 S. Ct. 513, 148 L. Ed. 2d 373 (2000), overruled the Heffner decision to the extent it can be read to mean that a federal court's order compelling arbitration under the FAA is not immediately appealable. Id. However, Green Tree does not affect our state's procedural rule that a South Carolina court's order compelling arbitration is not immediately appealable. Id.

determining if an interlocutory order is immediately appealable depends on whether the order falls within one of the several categories of appealable judgments, decrees, or order listed in S.C. Code Ann. § 14-3-330." Baldwin Const. Co. v. Graham, 357 S.C. 227, 230, 593 S.E.2d 146, 147 (2004). In other words, an interlocutory order must fall into one of these subsections to warrant immediate appeal.

None of the categories are applicable here. Subsections (b) and (c) are indisputably not a factor as there is no claim for a new trial, and no pleadings have been stricken. The only category Appellants can attempt to argue applies is that the order "prevents a judgment from which an appeal might be taken or discontinues the action." See S.C. Code Ann. § 14-3-330(2)(a). The fact that Respondents' motion to compel arbitration includes a request to stay the circuit court case inherently means the order granting Respondents' motion is not a final order discontinuing the action. On the other hand, the Court of Appeals has explored certain cases where the lower court dismisses a pending case rather than staying it during arbitration. Widener v. Fort Mill Ford, 381 S.C. 522, 674 S.E.2d 172 (Ct. App. 2009). In such a circumstance, which does not exist here, the trial court's order did not stay the action pending arbitration and instead dismissed it without prejudice. Id, 381 S.C. at 524, 674 S.E.2d at 174. The dismissal, as opposed to a stay, was the key distinction leading to the court's ruling that the order was immediately appealable. Id.

Appellants also attempt to invoke S.C. Code Ann. § 14-3-330 on the grounds that the substantial right here is the right to due process, specifically the right to adjudication before a fair and impartial decision maker. This language is simply not a part of the statute that permits an immediate appeal. On that note, the Appellants' reliance on Lester v. Dawson, 327 S.C. 263, 491 S.E.2d 240 (1997) in support of their argument is misplaced. In that case, the Court recognized the order affecting "modes of trial" affect a substantial right. Appellants fail to explore what constitutes a "mode of trial" in an attempt to group arbitration into this category without support. Courts have recognized there are "two general modes of trial, trials by Court and trials by jury." Collier v. Green, 244 S.C. 367, 373, 137 S.E.2d 277, 281 (1964). See also Munoz v. Green Tree Fin. Corp., 343 S.C.531,542, 542 S.E.2d 360, 365 (2001). "To the Court belongs all issues of law and all cases in chancery, and to the jury all questions of fact in cases at law for the recovery of money or of any specific real or personal property." Id. "Issues regarding the mode of trial or limitations on relief do not equate to the issue of subject matter jurisdiction." Foggie v. CSX Transp., Inc., 313 S.C. 98, 23, 431 S.E.2d 587, 590 (1993).

Mode of trial is not the issue before the Court in assessing whether or not a motion to compel arbitration and stay proceedings is immediately appealable. Mode of trial means jury or non-jury in the lower court. Appellants conflate the concepts of a jury trial versus non-jury trial with the concepts of a circuit court proceeding versus an arbitration. Appellants offer no controlling authority to demonstrate that arbitration under the FAA is a mode of trial that would impact a "substantial right" under S.C. Code Ann. § 14-3-330. Further, Appellants cite no South Carolina cases or authority in support of the general assertion that the "substantial right" language is implicated in the context of arbitration. In sum, Appellants reasoning is flawed and they fail to show this statute provides a basis permitting an immediate appeal of an order compelling arbitration and staying the circuit court case.

Appellants next argue due process warrants immediate appeal here because the arbitration provision is structurally unfair and violative of due process rights. This portion of their brief focuses largely on the arbitrator selection provision. Appellants rely heavily on the decision in Hooters of America, Inc. v Phillips, 173 F.3d 933 (4th Cir. 1999). However, that case is readily distinguished from the case before this Court. Significantly, the procedural posture of the Hooters case was the opposite of the current case. The trial court denied a motion to compel arbitration by Hooters and Hooters appealed that decision to the Fourth Circuit. Hooters, 173 F.3d at 936. Thus, Hooters does not stand for the proposition that this Court should ignore clear South Carolina precedent and allow Appellants to pursue an interlocutory appeal of the order compelling arbitration.

Additionally, since the decision in Hooters was rendered, the United States Supreme Court decided the case of Henry Schein, Inc. vs. Archer & White Sales, Inc., 586 U.S. 63,139 S. Ct. 524 (2019). In Schein the United States Supreme Court held the requirement the arbitration be conducted in accordance with the Arbitration Rules of the American Arbitration Association means that only the arbitrator and not the trial Court could decide the arbitrability question. That is noteworthy because the Court that decided Hooters held in part that "[i]t is for the court, not the arbitrator, to decide in the first instance whether the dispute is to be resolved through arbitration." Hooters, 173 F.3d at 937-938.

Substantively, the arbitration agreement at issue is vastly different from the arbitration provision that was the subject of the Hooters decision. The Plaintiffs argue that the "central defect rendering this process devoid of minimum due process protections … is Respondents' unilateral power to select the arbitrator." However, in refusing to enforce the arbitration provision in the Hooters case the Court cited the following as a basis for its findings:

- The rules required the employee to provide the company notice of her claim at the outset, but Hooters was not required to file any responsive pleadings or to notice its defenses.
- Additionally, at the time of filing this notice, the employee was required to provide the company with a list of all fact witnesses with a brief summary of the facts known to each. The company was not required to reciprocate.
- The arbitration rules drafted by Hooters allowed the employee and Hooters each select an arbitrator, and the two arbitrators in turn select a third, but the list of eligible arbitrators was created exclusively by Hooters.

- Once the proceedings were under way, Hooters could expand the scope of arbitration to any matter, but the employee could not raise "any matter not included in the Notice of Claim."
- Hooters could request a summary dismissal of employee claims before a hearing was held but the employee could not.
- Hooters, but not the employee, could record the arbitration hearing.
- The rules also gave Hooters the right to file suit in court to vacate or modify the award.
- The rules provided that upon 30 days' notice Hooters, but not the employee, could cancel the agreement to arbitrate.
- Hooters had the right to modify the rules, "in whole or in part," whenever it wanted and without notice to the employee.

Hooters of Am., Inc. v. Phillips, 173 F.3d 933, 938-939.

Those rules stand in stark contrast to the AAA Commercial Rules that apply to this arbitration and which do not suffer the infirmities cited by the Court in Hooters. For example, Respondent did not draft the AAA Rules and does not have the authority to amend or change them. Procedural rules such as those providing for changing a claim apply equally to all parties. Appellants make much of the requirement that the arbitration take place in Charleston, South Carolina at the Courthouse or some other locale selected by the Respondent. However, the Appellants traveled to Charleston and entered into contracts with the Respondents there. Also, Appellants filed the lawsuit against the Respondents in Charleston County and, absent the order compelling arbitration, would have adjudicated their case in the same place provided for in their agreement to arbitrate. As for the arbitrator himself or herself, the AAA Rules require an arbitrator to be independent and impartial and allows for the disqualification of an arbitrator who is not. See Rule 19, AAA Commercial Rules.

Appellants' reliance on Doe v. TCSC, LLC, 430 S.C. 602, 846 S.E.2d 874 (Ct. App 2020) is also misplaced. The appellant in Doe appealed from an order denying a motion to compel arbitration and did not attempt to appeal from an order compelling arbitration as these Appellants do. Doe v. TCSC, LLC, 430 S.C. at 606, 846 S.E. 2d. at 876. Furthermore, in Doe the Court concluded that the parties did not delegate the decision of whether the Agreement was valid and enforceable to the arbitrator. Doe v. TCSC, LLC, 430 S.C. at 608-609, 846 S.E.2d at 877. The AAA Rules incorporated in the agreement at issue specifically provided that the arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part and that such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. Also, the rule provided that a decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

Likewise, neither Flores v. New York Football Giants, 150 F.4d 172 (2nd. Cir 2025), McMullen v. Meijer, Inc. 355 F. 3d 485 (6th Cir. 2004), nor Walker v. Ryan's Family Steak Houses, 400 F.3d 370 (6th Cir. 2005) support Appellants' claim to a right to appeal the order granting arbitration. In Flores, the arbitration agreement at issue granted unilateral substantive and procedural discretion over the arbitration to the NFL Commissioner who was the main executive employee of one of the Appellant's adversaries. Both Flores and McMullen were based on the effective vindication doctrine which is a matter of federal arbitration law applied for the purpose of avoiding a prospective waiver of federal statutory rights in some private arbitration agreements. Am. Express Co. v. Italian Colors Rest., 570 U.S. 228, 235, 133 S. Ct. 2304, 2310 (2013). Respondents have not provided any corresponding doctrine in South Carolina and Appellants have not cited any controlling authority on this point. Moreover, the Appellants here do not claim any federal statutory rights and so the holdings in those cases do not warrant or require the relief that Appellants seek. In Walker, the appeal was taken from an order denying a motion to compel arbitration and does not provide support of Appellants' argument that a pre-arbitration appeal may be taken from an order compelling arbitration. Walker, 400 F.3d at 373.

As to Appellants' arguments about unconscionability providing a basis for immediate appeal, Respondents reiterate that Appellants are presumed to have read, understood, and agreed to the terms of the agreement they signed, including the arbitration provision, in response to these arguments. Appellants signed and agreed to the terms of the arbitration provision in this case and cannot now attempt to invoke due process rights because they are unhappy with the terms agreed upon. For all of these reasons and those detailed in Respondents' Initial Brief, there is no due process grounds for this Court to consider an interlocutory appeal of the Order compelling arbitration.

Next, Appellants turn to the Toler's Cove case. Appellants' reliance on this case, specifically their arguments regarding the "capable of repetition doctrine" do not support their position on appealability. In this section of their brief, Appellants, without any authority or citation, assert: "South Carolina's 'capable of repetition' doctrine provides an additional independent basis for appellate jurisdiction." (App. Brief, p. 18). That is not the holding of Toler's Cove. Instead, the holding in Toler's Cove was actually that the "state procedural rule on appealability of arbitration order, rather than rule under Federal Arbitration Act (FAA), applied, and thus trial court's order compelling arbitration was not immediately appealable." Toler's Cove, 355 S.C. at 605, 586 S.E.2d at 581. The Court ruled on the remaining issues, whether respondent waived its right to arbitrate by engaging in the litigation process and whether the arbitration costs were unconscionable, in the respondent's favor: "we find respondent did not waive its right to enforce the arbitration clause in the subcontract and that the clause is not unconscionable." Id. at 614, 586 S.E.2d at 586. The trial court's ruling was affirmed, and the case went to arbitration.

Importantly, the court considered the appellant's issues – not the respondent's issues – as being capable of repetition. Id. at 611, 586 S.E2d at 585. The opinion contains no analysis defining the "capable of repetition doctrine" referred to by Appellants, and their attempt to apply this reasoning to acts or omissions of the Respondents here would require the Court to make logical leaps that are unsupported by the laws of this state. In support of their argument here, Appellants ask the Court to consider material not included in the record ruled on by the lower court, such as January 2026 consumer complaints, news articles, and pleadings in other cases. The court should not consider any new evidence submitted on appeal or issues not raised to or ruled on by the trial judge. "At a minimum, issue preservation requires that an issue be raised to and ruled upon by the trial judge." Herron, 395 S.C. 461, 719 S.E.2d 640 (2011). The information if offered, would have been the subject of an objection and likely excluded under Rules 403 and 404 of the South Carolina Rules of Evidence as well as under the hearsay rules.

Also, Appellants heavily focus on AAA Consumer Rules in their due process argument. The AAA Consumer Rules as cited by and relied upon by Appellants is simply a "red herring" and a distraction from the actual facts and legal issues in this case. The arbitration provision here clearly invoked the AAA Commercial Rules. Also, even if Consumer Rules applied, which they do not, those rules contain the same requirements for independent, impartial neutrals and provide the same rules that permit neutrals to decide his/her own jurisdiction. The AAA Consumer Rules are not in any way relevant to any issue herein and should not be considered.

CONCLUSION

In conclusion, Appellants are asking this Court to go against the longstanding settled law governing appeals involving arbitrability all of which clearly hold that orders compelling arbitration and staying proceedings are not immediately appealable. Additionally, Appellants' arguments are contrary to the provisions of the South Carolina Arbitration Act (S.C. Code Ann. Sec. 15-48-200) which do not permit interlocutory appeals from order compelling arbitration. For the reasons stated herein, the Court should dismiss the appeal and order these cases to arbitration.

June 24, 2026

Respectfully submitted,

s/John A. Massalon
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EXHIBIT “A”

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Vacation Inspirations Membership

PURCHASE AGREEMENT **MEMBER #** [redacted]

Distributed by Destination Travel, LLC

This agreement, made and entered into this 27 day of May, 2021, by and between Vacation Inspirations (hereinafter referred as VI), and Destination Travel, LLC (hereinafter referred as DT), and:

Name: Last Sawyer First Christopher Spouse Terese Polcha

E-Mail: [redacted]

Address: [redacted]

City: Mechanicsburg State: PA Zip Code 17055

Phone: (C): [redacted] (C): [redacted]

hereinafter referred to as Client.

By this agreement the Client shall be entitled to all rights and benefits of the Vacation Inspirations Travel Membership, and allowed to request up to [four] week(s) of condominium accommodations per year provided by VI. The location and week(s) shall be determined by using the reservation procedures as set forth in VI Membership materials.

The Term of usage of this agreement will be for 12 months.

Client can elect to engage in a new contract each 12 month period after the end of the initial contract term by using the VI Draft Authorization. Member will only be required to pay dues annually to renew the membership agreement.

This agreement does not convey any interest or ownership in real estate or resort property.

Membership Purchase Price is $ 5995, ~~Documentation Fee is $399; first year dues is $199, for a total of $~~ (waived)

In the event that VI extends credit to the client for the purchase price, the terms of credit are set forth in the "Federal Truth in Lending Act Disclosure" printed below.

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate:	FINANCE CHARGE The dollar amount the credit will cost you:	AMOUNT FINANCED The amount of credit provided to you or on your behalf:	TOTAL OF PAYMENTS The amount you will have paid if you have made all payments as scheduled:	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of: $
N %	$ /A	$ N	$ /A	$

Your payment schedule will consist of, and Client agrees to pay VI a total of ____ payments, in the amount of $____ per month (P&I) with the first payment to be made on the 1st day of ____, 20__ and succeeding payments to be made on the same day of each month thereafter. Client shall have the option of the direct draft option offered by VI. N/A

LATE CHARGE: For each payment made ten (10) days after the due date there will be a late charge of FIVE PERCENT (5%) of the payment amount or $15.00, whichever is greater. N/A

Membership must be paid in full to be eligible for Rewards. PREPAYMENT: There is no prepayment penalty.

NOTICE TO BUYER: THE UNDERSIGNED MEMBER ACKNOWLEDGES **THIS IS A NON-CANCELABLE CONTRACT**. THIS IS NOT A TIMESHARE, HEALTH CLUB, BUYERS CLUB, NOR DOOR TO DOOR SALES CONTRACT AGREEMENT. PLEASE MAKE YOUR DECISION ACCORDINGLY. CS TP

Client/Purchaser Sales Representative

Client/Purchaser Manager

MEMBERSHIP TERMS AND CONDITIONS

These Terms and Conditions are part of the Membership Agreement

I. ANNUAL MEMBERSHIP FEE (AMF) and Term of the Contract:
Additional to the contract with Vacation Inspirations, the client will pay VI an Annual Membership Fee of $199.00. Payment of the AMF will be due and payable each year according to the annual draft acknowledgment. Failure to pay AMF will result in loss of privileges.

II. VS RESERVATION SYSTEM:

1. A vacation week is an 8 day/ 7 night condominium in venues normally considered a vacation venue, and may be booked using a Vacation Voucher.
2. A Vacation Voucher is used to request a Vacation Week and must be completely filled out in writing and mailed to VI no earlier than 360 days prior to and no less than 60 days prior to the vacation week. To greatly increase confirmation allow 90 days notice for a prime season week, or 180 days for a Holiday or Special Event week.
3. Reservation request, as to the location of the vacation, shall be an area designated as a vacation venue by VI. Destinations are listed as a reference to help determine Prime Season and Swing Seasons and may change from time to time as client demands change, and shall be defined as a venue normally utilized as a vacation area.
4. All reservations are handled on a first come first serve basis, and VI makes no warranties or guarantees as to the availability in any particular resort or destination. Accommodations are based on wholesale availability. Confirmation for accommodations will be mailed to client. No more than two weeks can be booked consecutively or concurrently at any one location without special permission.

III. USE AND OCCUPANCY:
Purchaser agrees that the purchase of the vacation week(s) is for personal use, and shall be used by the purchaser, their immediate family or their guests providing the occupancy limits are not exceeded. Purchaser agrees to be responsible for damages by those utilizing the accommodations as the result of this agreement, and also to abide by all rules and regulations established by any resort. None of the monies collected by VI shall be used for any personal charges incurred by purchaser, including fees such as cleaning fees, gratuities, state, local or national taxes, energy surcharges, foreign departure fees, etc.

IV. CANCELLATION OF ACCOMODATION:
In the event a confirmed reservation must be cancelled by purchaser, a credit on a future vacation will be issued only if VI can resell the accommodations, and if the cancellation is in writing 30 days prior to the vacation date.

V. DELAY OR IMPOSSIBILITY OF PERFORMANCE:
Where the delay or impossibility of performance due to circumstances beyond the control of VI occur (other than the act or omission by purchaser), VI will have the sole and absolute discretion to offer the following: (1) Provide an alternative accommodation the same year space available, (2) Provide additional accommodations in subsequent year or years provided said accommodation does not occur after the termination of this agreement, (3) Refund any fees paid by purchaser for the accommodations. Should the purchaser not use the vacation week allotted by this agreement, due to no act by VI, VI is not obligated to refund or provide alternative week.

VI. RIGHT OF ASSIGNMENT:
VI retains the absolute privilege to assign the rights and delegate any or all of the duties imposed upon VI by the terms of this agreement or to assign the entire agreement to others, provided that no such transfer shall affect any rights of the purchaser. (2) Purchaser shall have the privilege to assign their rights under this agreement with the prior written consent of VI, which shall not be unreasonably withheld. Purchaser shall not assign this agreement for a consideration that exceeds the consideration paid by the purchaser.

VII. BINDING NATURE AND MODIFICATION:
The terms and conditions of this agreement and any other document executed in conjunction herewith are intended to bind the parties' hereto and represent the entire agreement. The parties further agree this agreement may not be amended or modified other than in writing and duly executed by both parties, and that this agreement will be in full force and effect from date of its execution. Client acknowledges that this agreement is not subject to any "right of rescission" and may not be cancelled.

VIII. DISPUTE RESOLUTION
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 VI. 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 VI.

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VACATION INSPIRATIONS

ADDENDUM/EXCEPTION TO CONTRACT

THIS ADDENDUM/EXCEPTION IS PART OF THE MEMBERSHIP AGREEMENT

MEMBER NUMBER [redacted]

The member number in the box above shall be entitled to the following exceptions for the Vacation Inspirations membership:

Annual dues frozen $199 forever

(6) Friend/family plans w/no dues & 5% back on cruises

Primary members 10% back on cruises

Date 5/27/2021
Client

Date 5/27/2021
Sales Representative

Date 5/27/2021
Client

Date 5/27/2021
Manager

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Vacation Inspirations Membership Acknowledgment

This Acknowledgement is part of the Membership Agreement

I have purchased a Membership from Destination Travel, LLC who is a distributor of the Vacation Inspirations Membership. # [redacted] Please answer **YES** or **NO** to the following:

1. Do you understand this is a purchase of a travel membership and travel related services, and that this agreement does not convey any interest in real estate or timeshare? 1) YES

2. Do you understand Vacation Inspirations may add new benefits at any time, and may replace current suppliers, or benefits as needed? 2) YES

3. Do you understand the membership you are purchasing may be sold or transferred by the member with prior written consent of Vacation Inspirations? Such consent will not be unreasonably withheld. If a transfer is made, the new member must pay annual membership fees. 3) YES

4. Do you understand the membership fee is $199.00 per year? I/We understand this membership is a one year membership that may be renewed each year for the lifetime of the membership on the draft date. 4) YES

5. Do you understand when requesting condo reservations you must allow a minimum 90 day notice for prime season and a 180 day notice for holiday/special event weeks? All reservations are made on a wholesale, space available, first come basis and Vacation Inspirations makes no guarantees as to space availability in any particular resort or area. 5) YES

6. Do you understand this agreement will be in full force and in effect from the date of its execution and this agreement is not subject to any "**right of rescission**" under the laws of South Carolina? 6) YES

7. Do you understand all bookings made by Vacation Inspirations are booked at the lowest available rate and there are no discounts and/or rewards on individual airfare? 7) YES

8. Do you understand Vacation Inspirations website is a search engine only? As a member you must call, email or fax to receive your special member rates? 8) YES

9. Do you understand your savings on Cruises, All-Inclusives, Land/Air Packages, Tours, and Hotel stays come from direct discounts and/or rewards? 9) YES

10. Was your decision to make this purchase based on any type of high pressure sales tactics? 10) NO

11. Do you feel a monthly payment of $ Ø will cause any financial hardship for you as the purchaser for the duration of the financing? 11) N/A

12. Do you understand all representations, either oral or written, that are not contained in the original written contract documents will not be upheld by Vacation Inspirations? *(see addendum, if applicable)* 12) YES

13. Do you understand only members are eligible for rewards, and do not apply to family, friends or guests of Vacation Inspirations members? All members have unlimited access to Hot Weeks (condo vacations booked 60 days or less), but do not receive rewards *(see addendum, if applicable)* 13) YES

Signed in South Carolina this 27 day of May 2021

Purchaser

Sales Representative

Purchaser

Manager

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VACATION INSPIRATIONS

AUTHORIZATION TO DRAFT DUES

THIS AUTHORIZATION IS PART OF THE MEMBERSHIP AGREEMENT

Date of Purchase

MEMBER NUMBER [redacted]

METHOD OF PAYMENT

☐ VISA
☐ MASTERCARD
☐ AMERICAN EXPRESS
☐ DISCOVER

CARD NUMBER:

EXPIRATION DATE:

SECURITY CODE:

BILLING ADDRESS

NAME AS IT APPEARS ON CARD: ____________________

BILLING ADDRESS: ____________________

____

CITY: ____________ STATE ______ ZIP CODE: ____________

Member phone # [redacted]

By signing below, I authorize Vacation Inspirations or its assigns, to collect payment of annual dues by means of a preauthorized debit in the amount of $199 per year. The first payment will be drafted on or about the 1st of July, 2022 and will continue annually on or about the same date.

CHRISTOPHER SAWYER Date 5/27/2021 x [signature] Date 5/27/2021

Name as it appears on Card (Printed) Signature

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FROM OUR BOARD OF DIRECTORS

HELP US KEEP OUR PROMISE TO HELP YOU

Thank you and congratulations on your purchase of a Vacation Inspirations Membership. We are very excited to be able to provide you and your family with all your future vacation and travel needs.

We are here to help you maximize the benefits of your Membership. We want you to be happy with the decision you made to become part of our vacation and travel family. That is our goal and promise to you.

Please be assured that we have the experience, resources, and the team to provide you with the benefits of Membership that you have purchased. If you ever have any concerns or questions about your Membership, call us at the number below and give us the opportunity to work with you to answer your questions and resolve any issues that you might have. We promise to do our very best to make you happy. We need your help in order to keep our promise to you.

In return, you agree to contact us at the telephone number listed below prior to asserting any dispute with your credit card company or consumer agency in order to give us the opportunity to keep our promise. We truly appreciate the opportunity to serve you.

Thank you.

Telephone Number to call: (843) 708-8416
Or email to: membersliaison@vacationinspirations.com

[redacted] Member Number

x ______________ Member

______________ Member

RECEIVED
Jun 24 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE CIRCUIT COURT
NINTH JUDICIAL CIRCUIT

The Honorable Thomas J. Rode

Appellate Court Case No. 2026-000910
Circuit Court Case No. 2024-CP-10-02642

Christopher Sawyer and Terese Sawyer, ... Appellants,

v.

Vacation Inspirations, Destination Travel, LLC, Joseph Shirley, Randy Gardner and Jeffrey Pumilia, ... Respondents.

PROOF OF SERVICE

I certify that Respondents' Initial Brief, Designation of Matter, Motion to Dismiss and Memorandum in Support, and Motion to Strike Materials in Appellants' Designation of Matter and in Initial Brief and Memorandum in Support were served upon Appellants via e-mail to counsel of record listed below on June 24, 2026. A copy of the service e-mail is attached hereto as Exhibit A.

David W. Wolf, Esquire
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Attorneys for Appellants

s/John A. Massalon
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Attorneys for Respondents

June 24, 2026

Charleston, South Carolina

EXHIBIT "A"

Charline Barrasso

From: Charline Barrasso
Sent: Wednesday, June 24, 2026 4:29 PM
To: 'david@wolflaw.com'; 'abigail@abbysaunderslaw.com'
Cc: John A. Massalon; Carissa Land; 'dnlevine@dnllaw.com'; 'jeff@uricchio.com'
Subject: 2026-000910; Christopher Sawyer, et al. v. Vacation Inspirations, et al.
Attachments: 20260624 Respondents' Initial Brief.pdf; 20260624 Respondents' Designation of Matter.pdf; 20260624 Respondents' Motion to Dismiss.pdf; 20260624 Respondents' Motion to Strike.pdf; 20260624 Court of Appeals.pdf

Dear Counsel,

On behalf of Respondents in regard to the above-referenced matter, attached for service please find the following:

1. Initial Brief of Respondents;
2. Designation of Matter;
3. Motion to Dismiss and Memorandum in Support;
4. Motion to Strike Materials in Appellants' Designation of Matter and in Initial Brief and Memorandum in Support; and
5. Letter to the Clerk of Court enclosing the motion filing fees.

If you have any questions, please do not hesitate to contact us.

RECEIVED
Jun 24 2026
SC Court of Appeals

Thank you,

Charline Le Barrasso, Paralegal
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