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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Thomas J. Rode, Circuit Court Judge

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' RETURN TO MOTION TO CONSOLIDATE

Respondents Vacation Inspirations, Destination Travel, LLC, Joseph Shirley, Randy Gardner, and Jeffrey Pumilia ("Respondents"), through undersigned counsel, submit this return to Appellants' motion to consolidate filed in this matter on July 29, 2026 pursuant to Rule 214 of the South Carolina Appellate Court Rules. Appellants seek consolidation of this appeal with consolidated appellate case *Frank Perrelli, Jr. v. Vacation Inspirations AND Peter Skoler v. Vacation Inspirations*, Appellate Case No. 2026-000058 (hereinafter "Perrelli/Skoler Appeal").

The motion should be denied. The Perrelli/Sawyer appeal stems from orders issued by a different judge. In addition, the procedural posture here is substantially different. Respondents filed a motion to dismiss the appeal, which is pending, and that motion should be decided before the Court gives any consideration to the consolidation request.

BACKGROUND

Appellants purchased a Vacation Inspirations (“VI”) Membership (“the Membership”) distributed by Destination Travel, LLC in May 2021 in Charleston, South Carolina by Purchase Agreement (the “Purchase Agreement”). At issue in this matter is the arbitration provision in the Purchase Agreement. After Appellants filed a lawsuit in circuit court against Respondents on May 21, 2024, Respondents moved to compel arbitration. That motion was granted by the Honorable Thomas J. Rode after extensive briefing and oral argument.

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. See Exhibit A, December 9, 2026 Order Granting Motion to Compel Arbitration.¹ 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. Respondents filed a motion to dismiss the appeal on June 24, 2026. That motion is pending.

The Perrelli/Sawyer appeal is in a different procedural posture. In those matters, the appellants appealed orders granting Respondents’ motions to compel arbitration issued by the Honorable Deadra L. Jefferson. See Exhibit B, July 23, 2025 and July 25, 2025 Orders Granting Motions Compelling Arbitration (collectively referred to as the “Perrelli/Skoler orders”). Those appeals were dismissed *sua sponte* but they were reinstated after counsel for Appellants petitioned for rehearing. See Exhibit C, January 20, 2026 Orders Dismissing Appeals.

¹ Documents and pleadings filed in the Sawyer appeal referenced in this return are also included in Respondents’ Designation of Matter to be Included on Appeal, submitted June 24, 2026.

Following the dismissals, the orders granting petitions for rehearing did not find that the issues were subject to immediate appeal but asked counsel to address all issues in Respondents' Initial Brief. See Exhibit D, April 1, 2026, Orders Granting Petitions for Rehearing. As such, Respondents did not file a motion to dismiss the Perrelli/Skoler appeal and addressed the issue of appealability in Respondents' Initial Brief per the Court's direction.

ARGUMENT

I. The appeals should not be consolidated because they arise from different orders.

Rule 214 of the South Carolina Appellate Court Rules states: "Where there is more than one appeal from the same order, judgment, decision or decree, or where the same question is involved in two or more appeals in different cases, the appellate court may, in its discretion, order the appeal to be consolidate." See Rule 214, SCACR. In the present case, the appeals are from different orders. The only basis to consider consolidation here is whether the appeals involved the same questions. Here, the lower court orders were issued by different judges who made different findings that form the bases of the appeals, and thus the Court should deny Appellants' consolidation request.

The Perrelli/Skoler order differs from the Sawyer order. As an initial matter, Judge Jefferson issued the Perrelli/Skoler order and Judge Rode issued the Sawyer order. Key language of the orders also differs. The Sawyer order contains the following specific ruling:

1. All issues including questions regarding arbitrability, the Plaintiffs' claims, the defenses raised by the Defendants, Defendants' counterclaim and other arbitration matters shall be determined and decided by the arbitrator appointed pursuant to the FAA and the arbitration provision in the Purchase Agreement; and
2. All proceedings in the within case are hereby stayed pending arbitration.

See Exhibit A, pp. 2-4. The Sawyer order also notes that Appellants offer "no binding authority to support this Court's ability, pre-arbitration, to alter the terms of the parties' agreement as it

concerns the selection of an arbitrator.” Id. at 6. In Perrelli/Skoler, the Court issued a broader ruling, ordering that “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.” See Exhibit B, pp. 5-6. Since the Sawyer order was issued by a different judge and the findings and conclusions are different than those in the Perrelli/Skoler orders the consolidation request should be denied.

II. The Court should not exercise discretion to consolidate these appeals because doing so would deprive the Respondents of the opportunity to present significant issues raised in their motion to dismiss.

Appellants did not request to consolidate this appeal with Perrelli/Skoler appeal until counsel filed a motion to dismiss the present appeal. In the motion, Appellants suggest they did not include this case in the initial consolidation request because the appeal had yet to be noticed at that point. See July 26, 2026 Motion to Consolidate, p. 8. Appellants moved to consolidate Perrelli/Skoler on April 9, 2026, after the appeal was dismissed and subsequently reinstated. Appellants noticed this appeal on April 13, 2026. Had Appellants wanted to request consolidation at this time, they easily could have. Instead, Respondents did not seek to consolidate Sawyer with the Perrelli/Skoler appeal until after the initial briefing period and after Respondents filed the motion to dismiss on this appeal on June 24, 2026. Consolidating these cases would deprive Respondents of the opportunity to present the merits of their motion to dismiss this appeal. Therefore, the motion to consolidate should be denied.

CONCLUSION

For the reasons stated herein and argument of counsel at a hearing on this matter, the motion to consolidate should be denied.

August 10, 2026

s/John A. Massalon

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EXHIBIT “A”

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
CHRISTOPHER SAWYER and TERESE SAWYER,	)	Civil Action No. 2024-CP-10-02642
	)	
PLAINTIFFS,	)	
	)	
vs.	)	ORDER GRANTING MOTION TO
	)	STAY & COMPEL ARBITRATION
VACATION INSPIRATIONS,	)	
DESTINATION TRAVEL, LLC,	)	
JOSEPH SHIRLEY, RANDY	)	
GARDNER, and JEFFREY PUMILIA,	)	
	)	
DEFENDANTS.	)	
_____	)	

This matter came before the Court on October 7, 2025, on Defendants’ motion to compel arbitration and stay proceedings. After consideration of the parties’ memoranda and argument of counsel, the Court hereby GRANTS Defendants’ Motion to Compel Arbitration 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 in May 2021 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 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.

On May 21, 2024, Plaintiffs filed a lawsuit against Defendants in the Charleston County Court of Common Pleas. In their Verified Complaint, Plaintiffs allege that Defendants: (1) violated South Carolina's Unfair Trade Practices Act ("SCUTPA"), and/or (2) made negligent or fraudulent misrepresentations. For relief, Plaintiffs seek: 1) declaratory judgment that the arbitration clause is unenforceable because its terms are so oppressive that no reasonable person would make them and no fair and honest person would accept them, 2) injunctive relief pursuant to S.C. Code Ann. § 39-5-38(D)(1) ("A court of this State may issue a temporary or permanent injunction for a violation or attempted violation of this chapter where the court believes an injunction would best serve the public interest"), and 3) rescission of the contract. Defendants answered and filed a counterclaim on July 3, 2024. Plaintiffs answered the counterclaim on August 1, 2024.

On November 12, 2024, Defendants filed the instant Motion to Compel Arbitration and Stay Proceedings. After hearing argument from the parties, on October 20, 2025, the Court entered a Form 4 Order which indicated it was inclined to GRANT Defendants' motion and the Court subsequently received proposed Orders from both parties. This Order constitutes the formal and final order on the Motion.

CONCLUSIONS OF LAW

The Court finds the matters at issue have 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 (1995); See also Munoz v. Green Tree Fin. Corp., 343 S.C. 531, 538 (2001). Plaintiffs allege in their Complaint that they are residents of Pennsylvania and that Defendants are residents of Charleston or businesses operating here. The connection to interstate commerce 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. Furthermore, during oral argument on the Motion, Plaintiffs' counsel stipulated that the FAA applies to this case.

Pursuant to the FAA, all issues of arbitrability and enforceability are for the court to decide unless there is "clear and unmistakable evidence" that the parties agreed to do so. See e.g. Henry Schein, Inc. v. Archer & White Sales, Inc., 586 U.S. 63, 72 (2019) ("[C]ourts 'should not assume that the parties agreed to arbitrate arbitrability unless there is clear and unmistakable evidence that they did so.'" (citation omitted)). To examine whether there is "clear and unmistakable evidence," the Court turns to the language of the agreement. The Court need not consider Plaintiffs' unconscionability arguments because parties are presumed to have read the agreement they signed.

The arbitration provision states that "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)..."

As an initial matter the parties do not agree whether the AAA Commercial Arbitration Rules apply or whether the AAA Consumer Arbitration Rules apply. However, the Court finds it makes no difference as it concerns the issue at hand, because the proposed orders submitted by the parties reflect that the relevant provision of the AAA Commercial Arbitration Rules and Consumer Arbitration Rules provide the same.

Plaintiff represents that the AAA Consumer Rules provide at Rule R-7(a) and (b) that:

The arbitrator shall have the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or 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 Consumer Arbitration Rules R-7(a) and (b) as cited by Plaintiff.

Similarly, Defendant asserts that the AAA Commercial Arbitration Rules provide at R-7(a) and (b) the same:

The arbitrator shall have the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or 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) as cited by Defendant.

Under the Federal Arbitration Act, the arbitrator should decide arbitrability and issues about the enforceability of the contract 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 "[w]hile 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." The Court concludes as a matter of law that the parties agreed to delegate issues regarding the enforceability of the Purchase Agreement itself to the arbitrator.

Plaintiffs also contend that even if the Court is to compel arbitration, it must modify several aspects of the arbitration process which Plaintiffs claim are unconscionable or against public policy because it does not provide for an independent forum. Specifically, Plaintiff complains of the provision of the agreement that allows the Defendant to pick the arbitrator. However, Plaintiff provides no binding authority to support this Court's ability, pre-arbitration, to alter the terms of the parties' agreement as it concerns the selection of an arbitrator.

THEREFORE, it is ORDERED that:

1. All issues including questions regarding arbitrability, the Plaintiffs' claims, the defenses raised by the Defendants, Defendants' counterclaim and other matters shall be determined and decided through arbitration, and it will be for the arbitrator to determine the appropriate arbitration rules; and
2. All proceedings in the within case are hereby stayed pending arbitration.

End of Order.

[electronic signature page to follow]



Charleston Common Pleas

Case Caption: Terese Sawyer , plaintiff, et al VS Vacation Inspirations , defendant,
et al
Case Number: 2024CP1002642
Type: Order/Compel

So Ordered

s/ T.J. Rode (#2792)

EXHIBIT “B”

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2024-CP-10-04606
	)	
FRANK PERRELLI, JR.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	ORDER GRANTING MOTION TO
VACATION INSPIRATIONS,	)	COMPEL ARBITRATION AND
DESTINATION TRAVEL, LLC, JOSEPH	)	STAY PROCEEDINGS
SHIRLEY, RANDY GARDNER, AND	)	
JEFFREY PUMILIA,	)	
	)	
Defendants.	)	
	)	

Presiding Judge:
Plaintiff's Attorney:

Hon. Deadra L. Jefferson
Abigail Saunders, Esq.
David Wolf, Esq.

Defendants' Attorney:
Date of Hearing:
Court Reporter:

John Massalon, Esq.
March 27, 2025
Hayley Burnett

THIS MATTER is before the Court on March 27, 2025, on Defendants' Motion to Compel Arbitration and Stay Proceedings Until the 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. Plaintiff 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 Memo in Opposition to Defendants' Motion to Compel Arbitration and Stay Proceedings. Appearing for the Plaintiff is 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

Plaintiff purchased a Vacation Inspirations (“VI”) Membership (“the Membership”) distributed by Destination Travel, LLC on October 8, 2022, in Charleston, South Carolina by Purchase 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 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 September 13, 2023, Plaintiff filed a lawsuit against Defendants in the Charleston County Court of Common Pleas. The Summons and Complaint was properly served on Defendants on September 23, 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 an Answer on November 11, 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 demonstrates 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 Plaintiff does not contest that the FAA governs the issues before the Court.¹

¹The parties concede that the Defendant’s argument in support of arbitration is premised on the applicability of the
Page 2 of 5

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) (2022) 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).

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. Plaintiff argues that he should not be required to arbitrate because he challenges the Purchase Agreement as unconscionable and claims 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

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).

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 Plaintiff signed the Purchase Agreement and is therefore presumed to have read and understood the document he signed. Plaintiff presented no evidence to the contrary so this Court finds that any claim that Plaintiff 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 that the Purchase Agreement was not an adhesion contract. The agreement itself shows that Plaintiff not only had the opportunity and meaningful choice to alter or amend the Purchase Agreement, including the arbitration provision, but Plaintiff 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 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 element 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.

Hon. Deadra L. Jefferson
Presiding Judge
Ninth Judicial Circuit

This 18th day of July, 2025
Charleston, S.C.



Charleston Common Pleas

Case Caption: Frank Perrelli Jr VS Vacation Inspirations , defendant, et al

Case Number: 2024CP1004606

Type: Order/Compel

IT IS SO ORDERED.

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

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

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.¹

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).

¹ 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.

Hon. Deadra L. Jefferson
Presiding Judge
Ninth Judicial Circuit

This 23th 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

EXHIBIT “C”

The South Carolina Court of Appeals

Frank Perrelli Jr., Appellant,

v.

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

Appellate Case No. 2026-000043

ORDER

This appeal arises out of the circuit court's order granting Respondents' motion to compel arbitration and stay proceedings. Because the underlying order is not immediately appealable, this appeal is dismissed. *See Toler's Cove Homeowners Ass'n, Inc. v. Trident Const. Co.*, 355 S.C. 605, 610, 586 S.E.2d 581, 584 (2003) (holding an order compelling arbitration is not immediately appealable). The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.



FOR THE COURT

, J.

Columbia, South Carolina

cc:

David Whitten Wolf, Esquire
Abigail Edwards Saunders, Esquire
Jeffrey Wayne Buncher, Jr., Esquire
Barry Krell, Esquire
John A. Massalon, Esquire

FILED
Jan 20 2026

The South Carolina Court of Appeals

Peter Skoler and Patricia Skoler, Appellants,

v.

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

Appellate Case No. 2026-000058

ORDER

This appeal arises out of the circuit court's order granting Respondents' motion to compel arbitration and stay proceedings. Because the underlying order is not immediately appealable, this appeal is dismissed. *See Toler's Cove Homeowners Ass'n, Inc. v. Trident Const. Co.*, 355 S.C. 605, 610, 586 S.E.2d 581, 584 (2003) (holding an order compelling arbitration is not immediately appealable). The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.



, J.

FOR THE COURT

Columbia, South Carolina

cc:

David Whitten Wolf, Esquire
Abigail Edwards Saunders, Esquire
John A. Massalon, Esquire

FILED
Jan 20 2026

EXHIBIT “D”

The South Carolina Court of Appeals

Frank Perrelli Jr., Appellant,

v.

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

Appellate Case No. 2026-000043

ORDER

Appellant petitioned this Court to rehear the dismissal of this appeal. After careful consideration and for good cause shown, Appellant's petition is granted and this appeal is reinstated. The parties may address the arguments raised in Appellant's petition for rehearing in their respective briefs. Appellant shall serve and file Appellant's Initial Brief and Designation of Matter within fifteen days of the date of this order.



FOR THE COURT

Columbia, South Carolina

FILED
Apr 01 2026

cc:

David Whitten Wolf, Esquire
Abigail Edwards Saunders, Esquire
Jeffrey Wayne Buncher, Jr., Esquire
Barry Krell, Esquire
John A. Massalon, Esquire

The South Carolina Court of Appeals

Peter Skoler and Patricia Skoler, Appellants,

v.

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

Appellate Case No. 2026-000058

ORDER

Appellant petitioned this Court to rehear the dismissal of this appeal. After careful consideration and for good cause shown, Appellant's petition is granted and this appeal is reinstated. The parties may address the arguments raised in Appellant's petition for rehearing in their respective briefs. Appellant shall serve and file Appellant's Initial Brief and Designation of Matter within fifteen days of the date of this order.



FOR THE COURT

Columbia, South Carolina

cc:

David Whitten Wolf, Esquire
Abigail Edwards Saunders, Esquire
John A. Massalon, Esquire

FILED
Apr 01 2026

RECEIVED

Aug 10 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' Return to Motion to Consolidate was served upon Appellants
via e-mail to counsel of record listed below on August 10, 2026. A copy of the service e-mail is
attached hereto as Exhibit A.

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s/John A. Massalon

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jeff@uricchio.com

Attorneys for Respondents

August 10, 2026

Charleston, South Carolina

EXHIBIT “A”

RECEIVED

Aug 10 2026

SC Court of Appeals

From: [Charline Barrasso](#)
To: ["david@wolflaw.com"](#); ["abigail@abbysaunderslaw.com"](#)
Cc: [John A. Massalon](#); [Carissa Land](#); ["jeff@uricchio.com"](#)
Subject: 2026-000910; Christopher Sawyer, et al. v. Vacation Inspirations, et al.
Date: Monday, August 10, 2026 1:55:00 PM
Attachments: [20260810 Return to Motion to Consolidate.pdf](#)

Dear Counsel,

Attached for service in regard to the above-referenced matter, please find Respondents' Return to Motion to Consolidate. If you have any questions, please do not hesitate to contact us.

Thank you,

Charline Le Barrasso, Paralegal
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