STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COURT OF COMMON PLEAS

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Sep 24 2026
SC Court of Appeals

VALARIE HARRISON, ET AL.,

Plaintiffs,

vs.

HOLIDAY INN CLUB VACATIONS, ET AL.,

Defendants.

DOCKET NO.
2024-CP-26-08610

VIDEOCONFERENCE HEARING

BEFORE THE HONORABLE ALEX B. HYMAN

DATE: JUNE 16, 2025

LOCATION: SOUTH CAROLINA CIRCUIT COURT 15

TRANSCRIBED BY: DIANE GUTIERREZ

A P P E A R A N C E S

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I N D E X

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E X A M I N A T I O N S

(NONE)

E X H I B I T S

(NONE)

P R O C E E D I N G S

THE COURT: All right, Taylor, let's go ahead and get started. I've got the first one is number 16: Valarie Harrison versus Holiday Inn Club Vacations.

All right, good afternoon, Ms. Harrison. Can you hear me?

MS. HARRISON: Good afternoon. Yes, I can hear you.

THE COURT: All right, and we've got Mr. Lawson here. Good afternoon, Mr. Lawson. Can you hear me?

MR. LAWSON: Yes, sir, I can. I want to make sure --

THE COURT: I can hear you.

MR. LAWSON: -- sorry, there we go.

THE COURT: There you go.

MR. LAWSON: And then, Your Honor, also should be in the waiting room, Meagan Burns, who's an associate with --

THE COURT: Yep.

MR. LAWSON: -- our firm, and then Yolanda Hernandez is with my client.

THE COURT: Think we may have everybody now.

All right, good afternoon, Ms. Burns. Good afternoon. Is it Ms. Hernandez Vegas -- Vanegas?

MR. LAWSON: That should be correct, Your Honor. With a -- there she is; she just raised her hand. She's here just to observe, Your Honor.

THE COURT: Well, I've got Ms. Harrison --

MR. LAWSON: Oh, okay.

THE COURT: -- she raised her hand, yep.

MR. LAWSON: All right, I -- I was told that Yolanda Hernandez would be joining us.

THE COURT: Yep, I've got her in the room. Ms. Hernandez, can you hear me?

MS. HERNANDEZ: Yes, I can hear you. Can you hear me?

THE COURT: I can, all right.

MR. LAWSON: All right, thank you, Your Honor.

MS. HERNANDEZ: I just can't turn on my camera.

THE COURT: That's okay, that's all right, if you're just observing. All right, Mr. Lawson, I believe this is your motion?

MR. LAWSON: Yes, Your Honor. First, we're pleased the Court. Ed Lawson here on behalf of Holiday Inn Club Vacations, Your Honor. We're here under our motion to compel arbitration pursuant to the agreements that are part of the record and, of course, Section 9 United States Code, of section 2 of the Federal Arbitration Act. This is a matter brought by Ms. Harrison along with a Vincent Glorioso, and I may be pronouncing that incorrectly; I apologize.

MS. HARRISON: I cannot hear. I do apologize. I can't hear anything.

THE COURT: All right, Ms. Harrison, I don't know what's going on. I can hear Mr. Lawson fine.

MS. HARRISON: And I can hear you just barely, so just a

little more volume.

THE COURT: Well, that would be on your end.

MS. HARRISON: Oh no --

THE COURT: Why don't you --

MS. HARRISON: -- I did it. It's all up, so.

THE COURT: I -- I literally have a microphone right here at my mouth.

MR. LAWSON: Is this -- how about --

THE COURT: I don't know what -- what the issue is

MR. LAWSON: -- let -- let me just save --

MS. HARRISON: Much better, much better.

MR. LAWSON: Okay. I'll lean in.

Your Honor, this was a lawsuit filed by Ms. Harrison. As it related to timeshare properties with Holiday Inn Club Vacations. She is asking for various and sundry relief under her complaint, and that speaks for itself. Under her factual background, she claims that July 8, 2023, she attended an owner's update meeting. She was trying to transfer ownership of her previously purchased points into her name and taking Mr. Glorioso -- and again, if I'm mispronouncing that, I apologize. And it goes on to say that other things happened. We answered the complaint, Your Honor, but at the same time contemporaneously moved to compel arbitration.

The purchase agreements were made part of the complaint through exhibits. Every purchase agreement that was attached

to the summons and complaint has an arbitration provision located in paragraph 17 of -- of those purchase agreements. It allows either party to compel arbitration. Since the matter was filed in the Circuit Courts of South Carolina, we then moved -- made our motion to compel arbitration pursuant to those provisions. It gives the opportunity to go with either JAMS or AAA or anybody else that the parties would with a single arbitrator, and therefore we brought this motion.

We believe that the -- the -- the -- the federal law, as it's enunciated, as mentioned, gives us the foundation to make that motion because it makes arbitration agreements binding. We think that we're able to compel that arbitration. We've conducted no discovery. We've done -- actually -- and because of that -- because we understand that conducting discovery could lead you down the other road. So we're here before the Court to hopefully get an order to compel arbitration in the matter and take this to arbitration.

THE COURT: All right, Ms. Harrison, the defense has elected to seek arbitration.

MS. HARRISON: Can I speak?

THE COURT: Yep, yep.

MS. HARRISON: I'd like to --

THE COURT: How about -- how about --

MS. HARRISON: -- respond to him.

THE COURT: You'll -- you'll be given that.

MS. HARRISON: Yeah, mm, hum.

THE COURT: I'm going to ask you a question, though.

MS. HARRISON: I'm sorry.

THE COURT: I'm just simply stating that they have elected and chosen to seek arbitration pursuant to the agreement. I'm happy to hear from you now.

MS. HARRISON: Your Honor, I have been asking them for arbitration for over a year and a half now. So the fact that they want to do arbitration -- I spent November and December in South Carolina at Holiday Inn in South Carolina asking them for arbitration and mediation. They plain out refused me.

And now, so -- to come this late, even after I filed and he reached out. I reached out to him. I'm willing to do arbitration. I never agreed to arbitration because I signed no purchase agreement. And that purchase agreement that he submitted is fraudulent.

Secondly, I am very concerned about the manner in which Holiday Inn is -- is approaching this; they want to do arbitration. After a year and a half, I've been asking you to arbitrate, and you refuse. Flatly refused me. Now you want to do arbitration, and you -- you pick a few people you want to do arbitration now.

I have been -- I -- I've became aware that, while in South Carolina, trying to file a report as per the state attorney's guidance against Holiday Inn, just like the Holiday Inn

employees told me, no police would take a report, and all the arbitrators are in their pocket. So they don't see it going my way. So I am fine with arbitration. I just refuse to -- to do binding arbitration. I would prefer non-binding arbitration. And I have told him that repeatedly.

And I do apologize. I'm hard of hearing. So just -- I should have made that known a little bit.

THE COURT: Well, and the same document that you claim you didn't sign has the arbitration clause in it.

MS. HARRISON: Your Honor, I did not sign that for this loan. They took my prior documents from a closed loan and created this new one. That is what I'm telling you. I -- And like I say again, I'm open to arbitration a year and a half now. Do you think we're going to get anywhere with it right now if we do it? Because they -- they have shown no willingness to work with me. None whatsoever.

Mr. Lawson has been very -- he didn't even want me to bring anybody online with me, but he has other people coming on here. He didn't ask my permission for that either. I may be pro se, but I know the law. And courtesy is expected as well.

THE COURT: All right, I'm going to grant Mr. Lawson's motion and compel arbitration pursuant to the agreement.

Mr. Lawson, I'll prepare a Form 4, and I'll upload that -- should be by the end of the week.

MS. HARRISON: Okay, Mr. -- Your Honor, I have one more

question.

THE COURT: All right.

MS. HARRISON: I did ask for non-binding arbitration.

THE COURT: No, ma'am, the arbitration in this agreement is binding, and I'm ordering it.

MS. HARRISON: No. Then we'll be back in court. And if you're so easy -- the -- to grant his arbitration, after I told you I spent two -- a year and a half trying to get arbitration, just like Holiday Inn told me, I am concerned that you're in their pocket too.

THE COURT: Ma'am, I don't know a single person that works at Holiday Inn.

MS. HARRISON: Then why would you grant --

THE COURT: Because the agreement --

MS. HARRISON: -- non -- binding arbitration?

THE COURT: Because the agreement says that it's binding arbitration.

MS. HARRISON: I'm not doing binding arbitration.

THE COURT: Ms. Harrison, good luck to you.

MR. LAWSON: Thank you, Your Honor.

THE COURT: Yes, sir.

CERTIFICATE OF TRANSCRIBER

I, Diane Gutierrez, certified transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas of Horry County, South Carolina, on the 16th day of June 2025.

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

September 5, 2026

Diane Gutierrez

Transcriber