

Capella Capital Llc et al
PLAINTIFF(S)

Donivon Glassburn
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

This matter came before the Court on Defendant's motion to dismiss or to compel arbitration. The parties submitted various exhibits including various governing documents. The parties signed a Subscription for Membership governing the two Plaintiff corporations. These two documents require arbitration and are signed by both parties. The document states that the subscription is "governed by the laws of the State of South Carolina and the Operating Agreement for [the two corporations] which [are] incorporated herein by reference, and hereby agrees to be bound by the same." The requirement for arbitration states that "any claim or dispute arising out of or related to this agreement or breach thereof ... shall be settled by arbitration..." The language requiring arbitration does not clearly apply to the Operating Agreement. The Subscription Agreements do not appear to substantively govern the issues raised in the Complaint.(see page 2)

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/25/2023 .

RECEIVED
May 25 2023
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

Additionally, the Operating Agreement produced to the Court was only signed by Defendant. No Operating Agreement with Plaintiff's signature was provided to the Court. This Court also notes that the Operating Agreement submitted does not have any provision requiring or referencing arbitration.

This motion was filed in lieu of an Answer to the Complaint. Based upon the information presented at this point in the litigation, the motion to dismiss or compel arbitration is DENIED.

AND IT IS SO ORDERED.



Richland Common Pleas

Case Caption: Capella Capital Llc , plaintiff, et al vs Donivon Glassburn

Case Number: 2022CP4002586

Type: Order/Electronic Form 4

IT IS SO ORDERED!

s/ Alison Renee Lee