

THE STATE OF SOUTH CAROLINA
In the Supreme Court

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S.C. SUPREME COURT

APPEAL FROM RICHLAND COUNTY

Jocelyn Newman, Circuit Court Judge

Appellate Case No. 2025-002124

Curis D. Bale,Petitioner,

v.

John A. Dougherty, Wachovia Securities Financial Holdings, LLC, Wells Fargo Clearing Services, LLC, f/k/a Wells Fargo Advisors, LLC, Wells Fargo & Company, Wells Fargo Bank, N.A., and LPL Financial, LLC,.....Defendants,

of which John A. Dougherty, Wells Fargo Clearing Services, LLC, f/k/a Wells Fargo Advisors, LLC, Wells Fargo Bank, N.A., and LPL Financial, LLC areRespondents.

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CERTIFICATION OF COUNSEL

The Court of Appeals dismissed Petitioner’s appeal on October 22, 2025. Petitioner filed a Motion to Reinstate the Appeal on November 6, 2025. The Court of Appeals construed Petitioner’s motion as a Petition for Rehearing, and denied the same on December 12, 2025.

QUESTION PRESENTED FOR REVIEW

This Court previously held that orders compelling arbitration are not immediately appealable because there is a policy favoring arbitration and the general appeal statute, S.C. Code Ann. § 14-3-330, does not apply. Since then, this Court has repudiated that policy, and both this Court and the Court of Appeals have applied § 14-3-330 to orders compelling arbitration.

Given these changes in the law, are orders compelling arbitration immediately appealable, just like orders denying arbitration?

INTRODUCTION

“[N]othing is settled until it is settled right.” *McLeod v. Starnes*, 396 S.C. 647, 654, 723 S.E.2d 198, 202 (2012) (quoting *Smith v. Daniel Const. Co.*, 253 S.C. 248, 255–56, 169 S.E.2d 767, 771 (1969) (Bussey, J., dissenting)).

Thirty years ago, this Court held that “the policy of the United States and this State [] to favor arbitration of disputes” creates an unequal appeal right: orders compelling arbitration are not immediately appealable, while orders denying arbitration are. *Heffner v. Destiny, Inc.*, 321 S.C. 536, 537, 471 S.E.2d 135, 136 (1995). The Court reached this decision *ex mero motu*—on its own, without a motion or input from the parties. All subsequent decisions re-stating this rule lead back to *Heffner*.

But this Court has since jettisoned that policy. *Palmetto Const. Grp., LLC v. Restoration Specialists, LLC*, 432 S.C. 633, 649, 856 S.E.2d 150, 153 (2021) (“There is ... no public policy—

federal or state—‘favoring’ arbitration.”); *Lampo v. Amedisys Holding, LLC*, 445 S.C. 305, 317, 914 S.E.2d 139, 146 (2025) (“We remind our litigants and lower courts that we dispensed with this incorrect notion [that there is a policy favoring arbitration] almost four years ago.”); *see also Morgan v. Sundance, Inc.*, 596 U.S. 411, 418 (2022) (observing that the Supreme Court’s historic references to a “policy favoring arbitration” actually “connotes something different,” where “[t]he policy is to make arbitration agreements as enforceable as other contracts, but not more so”) (cleaned up). And by abandoning the policy in favor of arbitration, this Court likewise abandoned procedural rules based on it. Indeed, our appellate courts have opened the door to reviewing orders compelling arbitration under S.C. Code Ann. § 14-3-330, the standard appealability statute. *See, e.g., Huskins v. Mungo Homes, LLC*, 444 S.C. 592, 910 S.E.2d 474 (2024), *affirming* 439 S.C. 356, 887 S.E.2d 534 (Ct. App. 2023); *Widener v. Fort Mill Ford*, 381 S.C. 522, 524, 674 S.E.2d 172, 173–74 (Ct. App. 2009).

Still, the Court of Appeals dismissed Bale’s appeal of an order compelling him to arbitration under the outdated rule. This Court should issue a writ of certiorari to clarify the appealability of orders compelling arbitration given these conflicting decisions. This is a matter of extraordinary importance. Under *Heffner*, orders compelling arbitration evade review. Parties opposing arbitration have little, if any, recourse if the circuit court erred; they must proceed with arbitration over their objection with no meaningful chance for review down the road. Meanwhile, parties seeking arbitration have a guaranteed right to immediately appeal the denial of it. The question presented asks whether the playing field has been leveled. After all, if arbitration agreements are ordinary contracts, there is no basis for this disparate treatment which turns solely on which side wins in the circuit court. Because the *Heffner* rule originated with this Court, only this Court can resolve the conflict which has percolated since. The Court therefore should grant Bale’s petition.

STATEMENT OF THE CASE

This case arises out of Defendants' gross mismanagement of Bale's investments, including their intentional overleveraging of his accounts without disclosing the risks of that strategy, leaving Bale grossly overexposed to market fluctuations.¹ Defendants' misconduct caused Bale to lose over \$10 million, and their conflicted and frenetic actions to protect themselves instead of Bale locked-in Bale's losses. Bale filed his suit three years ago. Yet he remains at the pleading stage as Defendants actively work to keep his case out of circuit court.

I. Defendants intentionally overleveraged Bale's account, failed to disclose the risk of their strategy, and caused Bale to suffer tremendous damage.

Bale had a successful career in the oil refining industry. App. 69. He retired in 2010 and sold the business he helped bring out of Chapter 11 bankruptcy, Warrior Asphalt, Inc., for \$9.5 million. *Id.* From the sale, Bale had to pay \$5 million to buy out his partner's interest in Warrior, pay capital gains taxes on his interest in Warrior, and satisfy a real estate loan. *Id.* John Dougherty, who had managed Warrior's employee retirement plans, solicited Bale to become his personal client after learning of the substantial proceeds Bale would receive. App. 69–70.

Dougherty developed a three-pronged investment strategy which he assured Bale was the best way to manage the proceeds from Warrior's sale and satisfy Bale's obligations. *First*, Bale would entrust Dougherty with the entire \$9.5 million Warrior proceeds in exchange for a management fee based on the gross value of Bale's investments. *Second*, Bale would take out a \$5 million loan secured by his investments, thus preserving the full proceeds for Dougherty's management, rather than pay off his existing obligations with part of the proceeds. *And third*, Bale

¹ The term "Defendants" refers to all defendants in the circuit court, and the term "Respondents" refers only to those defendants who are on appeal.

would not reduce his investments by paying down the loan, but would use his investment accounts to generate income to pay interest on the loan, management fees for Dougherty, and lastly, living expenses for Bale. App. 70. Dougherty knew, but intentionally failed to disclose, the substantial risks of his plan to excessively leverage Bale’s accounts to maximize Dougherty and his employer’s earnings to the detriment of Bale’s financial security. App. 70–71. But relying on Dougherty’s reputation, apparent financial knowledge, and assurances that this investment strategy was prudent and safe, Bale accepted Dougherty’s recommendation in full. *Id.*

In 2013, Dougherty moved to Wells Fargo Advisors. App. 71. Still unaware of the risk Dougherty’s strategy created, Bale followed Dougherty’s solicitation to join him. *Id.* In connection with that move, Dougherty and Wells Fargo Advisors worked with Wells Fargo Bank to issue a “Secured Primeline” loan to assume Bale’s existing \$5 million debt collateralized by his investment accounts. *Id.*; *see also* App. 95. Unbeknownst to Bale, he was the victim of a well-orchestrated scheme jointly devised by the principals of Wells Fargo & Co., Wells Fargo Bank, and Wells Fargo Advisors to pressure brokers like Dougherty to cross-sell bank loans to brokerage clients like Bale, and to keep loan balances as high as possible. *See* Bethany McLean & Ethan Wolff-Mann, *Exclusive: Wells Fargo pushed wealth advisors to use high-fee products, cross-sell*, YAHOO! FINANCE (Aug. 21, 2018) <https://tinyurl.com/zye65w63>. Wells Fargo’s now highly publicized fraudulent cross-selling scheme depended on all Wells Fargo entities aggressively pressuring their employees, including advisors like Dougherty, to sell Wells Fargo Bank products—even when they were against a client’s best interests—to fraudulently increase the earnings and stock price of Wells Fargo & Co.² *See id.*

² Wells Fargo has been subject to numerous regulatory and enforcement actions resulting in billions of dollars in fines because of their unlawful cross-selling of company products. *See* Srinivasan Ragothaman, et al., *Fake Accounts Scandal at Wells Fargo: What are the Lessons?*, 14 J.

(reporting that “advisors felt pushed to add high-fee products to portfolios” that “could result in additional revenue for the bank”); *id.* (“In addition to the use of advanced investing options, Wells Fargo advisors in the Private Bank were also required to generate other business in the form of loans, mortgages, and wealth-planning products, or, once again, put their bonuses in jeopardy.”); *see also* Rachel Lousie Ensign, *Wells Fargo Ex-CEO Banned, to Pay \$17 Million in Fake-Account Scandal*, Wall St. J. (Jan. 23, 2020) (reporting that a former employee wrote to John Stumpf in 2013 stating “I was in the 1991 Gulf War ... This is sad and hard for me to say, but I had less stress in the 1991 Gulf War than working for Wells Fargo”).

The “Secured Primeline” loan is an exemplar of Wells Fargo’s fraudulent cross-selling scheme. *See* Brian Tayan, *The Wells Fargo Cross-Selling Scandal*, Harv. L. Sch. F. Corp. Governance (Feb. 6, 2019) (noting the risks of financial incentives when employees are rewarded “for achieving a metric without regard to the actions they took to achieve that metric”). Bale’s accruing loan interest and nearly doubled investment account balance maximized Wells Fargo’s profits and Dougherty’s income—in 2019 alone, Wells Fargo collected over \$250,000 from Bale in loan interest and investment management fees, meaning Bale’s investments needed to generate an over 3.5% return just to pay his fiduciaries’ fees before he received any funds for living expenses. App. 73–74. But because Bale received sufficient funds for living expenses at this time, this issue did not

FORENSIC INVESTIGATIVE ACCT. (Dec. 2022), <http://web.nacva.com/JFIA/Issues/JFIA-2022-No2-11.pdf>. As part of a federal case brought by the Office of the Comptroller of the Currency, the former CEO of Wells Fargo John Stumpf was banned from the industry and ordered to pay a fine of \$17.5 million. *Id.*; *see also In re John Stumpf*, AA-EC-2019-83 (Jan. 22, 2020), <https://www.occ.gov/static/enforcement-actions/ea2020-004.pdf>. Similarly, former Wells Fargo senior executive Carrie Tolstedt agreed to pay \$3 million in fines to the SEC for her role in misleading investors about abusive sales practices. SEC Release No. 2023-99 (May 30, 2023), <https://www.sec.gov/newsroom/press-releases/2023-99>.

immediately surface. So to continue maximizing the revenue stream, Wells Fargo and Dougherty never instructed Bale to pay down the loan balance. App. 71–72.

As 2020 began, Bale’s assets remained excessively leveraged to secure the \$5 million he still owed to Wells Fargo Bank. App. 73–74. When the Covid-19 pandemic struck, Dougherty preemptively converted Bale’s securities holdings into cash to protect Wells Fargo Bank’s security interest in the account when the market dropped. App. 75. But putting Bale’s holdings into cash prevented Bale from participating in the market rebound in early May 2020. *Id.* Because Dougherty sold Bale’s investments when they were low to protect Wells Fargo, buying back into the market at a high locked-in Bale’s losses. *Id.* Throughout 2020, Dougherty continued engaging in erratic and imprudent short-term trading to Bale’s detriment. App. 74–75.

In early 2021, Dougherty transferred his registration to LPL Financial. App. 76. Because Bale still was unaware of Dougherty’s role in the losses he incurred, Bale transferred his accounts to LPL Financial. *Id.* Dougherty continued his reckless in-and-out trading at LPL Financial, eroding the little remaining equity in Bale’s accounts. App. 77. Now facing a forced sale of his entire investment account if its value fell below \$5 million, Bale transferred his assets out of LPL Financial in August 2021. *Id.* Bale had to cut his standard of living, including selling his beloved retirement home and forgoing the retirement he worked so hard for, to begin paying down the loan taken and maxed out at Dougherty’s recommendation. *Id.*

II. The circuit court erroneously compelled Bale’s case to arbitration based on agreements which are unconscionable, invalid, and contrary to forum rules.

Bale filed his complaint in Richland County circuit court on January 17, 2023, alleging breach of fiduciary duty, breach of contract, breach of contract accompanied by a fraudulent act, violation of the South Carolina Uniform Securities Act of 2005, and violation of the South Carolina

Unfair Trade Practices Act. App. 65–92. LPL Financial removed the case to federal court, alleging diversity jurisdiction. But the district court remanded the case on March 25, 2024, after LPL Financial failed to prove diversity of citizenship. *Bale v. Dougherty*, No. 3:23-cv-660-SAL, 2024 WL 3607691, at *7 (D.S.C. Mar. 25, 2024).

Back in circuit court, Respondents moved to compel arbitration on March 25 and April 3, 2024. App. 100–56.³ Wells Fargo Advisors, LPL Financial, and Dougherty sought arbitration before FINRA—the Financial Industry Regulatory Authority—while Wells Fargo Bank sought arbitration before AAA. Wells Fargo & Co. and Wachovia Securities Financial Holdings answered the complaint and did not seek arbitration.

Bale opposed Respondents’ motions for three reasons. *First*, Wells Fargo Advisors’ and Wells Fargo Bank’s arbitration agreements are unconscionable. Wells Fargo’s liability results from a unified scheme which Wells Fargo wants to spread across a court (for Wells Fargo & Co. and Wachovia Securities Financial Holdings) and two arbitration groups (FINRA for Wells Fargo Advisors and AAA for Wells Fargo Bank). No single decision-maker will consider Wells Fargo’s collective liability, and it will be impossible to present all evidence and witnesses before any single body. This creates a risk of inconsistent fact-finding and recovery on a procedural rather than merits basis, in violation of *Damico v. Lennar Carolinas, LLC*, 437 S.C. 596, 612, 879 S.E.2d 746, 755 (2022), and oppressively increases the cost and complexity of litigation. App. 170–72. These arbitration agreements are also unconscionable because Wells Fargo Advisors and Wells Fargo

³ For ease of review, Bale omits exhibits to any filings in the circuit court because they are not germane to the Court’s understanding of the issues presented. The main documents are sufficient to provide the needed information. Bale will supplement these documents with their exhibits if requested.

Bank retained the unilateral right to amend them. App. 172–73. *Second*, no valid arbitration agreement exists with any Respondent due to the lack of consideration, absence of a meeting of the minds, mistake, and failure of a condition precedent. App. 173–90. *And third*, FINRA rules prohibit Dougherty—who FINRA barred from the industry—from forcing Bale to arbitrate in that forum. App. 191–92.

The Honorable Jocelyn Newman heard Respondents’ motions on November 18, 2024, and entered a Form 4 granting them on March 26, 2025. App. 195. Judge Newman then entered Respondents’ proposed orders without change on July 9, 2025. App. 200–18. The court also stayed Bale’s claims against Wells Fargo & Co. and Wachovia Securities Financial Holdings, even though no one had asked for this stay. *E.g.*, App. 214, 217.

Bale timely moved for reconsideration on July 21, 2025. App. 220–39. As Bale summarized, the circuit court’s orders are deeply flawed:

The Court’s July 9, 2025 orders compelling arbitration overlooked, misapprehended, and did not consider core arguments Bale raised in opposition to arbitration, and improperly, albeit inadvertently, stayed claims against two parties not subject to arbitration. First, the Court did not address Bale’s unconscionability argument, despite clear and un rebutted evidence that the arbitration agreements were procedurally and substantively oppressive and one-sided. Also, after a hearing on the original motions the Fourth Circuit affirmed a district court’s refusal to compel arbitration under similar unilateral contractual terms. *See Johnson v. Cont’l Fin. Co., LLC*, 131 F.4th 169, 178 (4th Cir. 2025). Second, the Court overlooked the failure of Wells Fargo Advisors, Wells Fargo Bank, and LPL Financial to meet their burden of proving the existence of a valid and enforceable arbitration agreement with Bale. Each entity relied on flawed or irrelevant contracts, including documents that lack a meeting of the minds, are infected by mistake, are unsupported consideration, or fail to meet FINRA’s requirements. Third, the Court did not consider FINRA Rule 12202(a), which prohibits a barred broker like Dougherty from compelling arbitration without customer consent, which Bale has not given. Because these omissions materially affect the outcome of the Court’s orders and implicate Bale’s right to a judicial forum, reconsideration is both necessary and appropriate.

Reconsideration is also necessary to clarify that the claims against Wells Fargo & Company and Wachovia Securities Financial Holdings are not stayed. Both entities answered Bale's complaint, neither moved to compel arbitration, no other party asked that claims against these two Defendants be stayed, all Defendants understood that the case would proceed against these entities in court even if the then-pending motions to compel arbitration were granted, and Bale would be greatly prejudiced by a stay. Yet, the Court's orders purport to stay this *entire* case. Reconsideration is imperative to afford the Court the opportunity to, at a minimum, clarify the scope of its ruling as only applying to the moving Defendants.

App. 220–21. Judge Newman denied Bale's motion on September 16, 2025. App. 275–76.

III. The Court of Appeals dismissed Bale's appeal of the order compelling arbitration as interlocutory.

Bale appealed Judge Newman's orders on October 16, 2025. App. 1–25. Six days later, and without a motion from Respondents, the Court of Appeals dismissed the appeal because the orders are not immediately appealable under *Toler's Cove Homeowners Ass'n v. Trident Const. Co.*, 355 S.C. 605, 586 S.E.2d 581 (2003). App. 26–27. Bale moved to reinstate the appeal under Rule 260, SCACR, or for the court to construe the motion as a petition for rehearing under Rule 221(a), SCACR. App. 28–61. Without asking for a return from Respondents, the Court of Appeals construed the motion as a petition for rehearing and denied the petition on December 12, 2025. App. 281–82.

Bale timely filed this petition seeking review of the Court of Appeals' dismissal.

ARGUMENT

For 30 years, appellate courts have disparately treated arbitration orders: orders denying arbitration are immediately appealable, while orders compelling arbitration are not. This Court sanctioned that disparity in *Heffner v. Destiny, Inc.*, 321 S.C. 536, 471 S.E.2d 135 (1995), under the policy favoring arbitration. But this Court has now discarded that policy. Also, appellate courts have found some orders compelling arbitration to be appealable under S.C. Code Ann. § 14-3-

330, even though *Heffner* held that § 14-3-330 does not apply to them. Only this Court can resolve (1) the conflict between *Heffner* and these more recent cases and (2) the unconstitutional disparate treatment of arbitration orders which persists.

I. This Court should grant certiorari to resolve the conflict between *Heffner*, which relied on the policy favoring arbitration to hold that orders compelling arbitration are not appealable, and later decisions from this Court holding there is no such policy.

The Court of Appeals based its perfunctory dismissal of Bale’s appeal on this Court’s holding in *Toler’s Cove Homeowners Ass’n v. Trident Const. Co.* that “an order compelling arbitration is not immediately appealable.” 355 S.C. 605, 610, 586 S.E.2d 581, 584 (2003). That holding in *Toler’s Cove* rested on this Court’s earlier decision in *Heffner*. At issue here is this Court’s subsequent erosion of *Heffner*’s foundation. Given the conflict which has spread since *Heffner*, special and important reasons exist for this Court to grant certiorari. *See* Rule 242(b), SCACR.

A. This Court has overruled *Heffner*’s cornerstone—the policy in favor of arbitration.

In *Heffner*, this Court held that “[t]he policy of the United States and this State is to favor arbitration of disputes” and “[c]onsistent with this policy, statutes at both the federal and state level have been enacted which restrict the right to appeal orders which favor arbitration over litigation.” 321 S.C. at 537, 471 S.E.2d at 136; *see also* *Towles v. United HealthCare Corp.*, 338 S.C. 29, 34, 524 S.E.2d 839, 842 (Ct. App. 1999) (“Both federal and state policy favor arbitrating disputes. This preference for arbitration has manifested itself in legislation and judicial decisions supporting the expeditious appeal of decisions denying an application to compel arbitration.”) (citing *Heffner*, 321 S.C. at 537, 471 S.E.2d at 136). With this policy in mind, *Heffner* next held that S.C. Code Ann. § 15-48-200, which specifically allows for appeals from orders denying arbitration but is silent on orders granting arbitration, controls over the general appealability statute, S.C. Code Ann. § 14-3-330. 321

S.C. at 537–38, 471 S.E.2d at 136. Finally, *Heffner* held that § 15-48-200’s silence as to the appealability of orders compelling arbitration means they are not appealable. *Id.*

This Court, however, has since repudiated *Heffner*’s cornerstone. In *Palmetto Construction Group, LLC v. Restoration Specialists, LLC*, this Court declared “[t]here is ... no public policy—federal or state—‘favoring’ arbitration.” 432 S.C. 633, 649, 856 S.E.2d 150, 153 (2021). Just this past year, the Court “remind[ed] our litigants and lower courts that we dispensed with this incorrect notion [that there is a policy favoring arbitration] almost four years ago.” *Lampo v. Amedisys Holding, LLC*, 445 S.C. 305, 317, 914 S.E.2d 139, 146 (2025). This change in state law tracks the U.S. Supreme Court’s explanation that its own historic references to a “policy favoring arbitration” actually “connote[] something different,” where “[t]he policy is to make arbitration agreements as enforceable as other contracts, but not more so.” *Morgan v. Sundance, Inc.*, 596 U.S. 411, 418 (2022) (cleaned up); *see also Palmetto Constr. Grp.*, 432 S.C. at 639, 856 S.E.2d at 153 (“Neither the Supreme Court nor this Court, however, meant to give the law of arbitration such a special status that it would supplant state procedural law.”). Courts therefore cannot “elevate a contractual right of arbitration above the procedural rules of the court.” *Palmetto Const. Grp.*, 432 S.C. at 636, 856 S.E.2d at 152.

With the policy favoring arbitration over litigation gone, the statutory appealability analysis becomes straightforward. Courts must harmonize general and specific statutes if possible. *Denman v. City of Columbia*, 387 S.C. 131, 138, 691 S.E.2d 465, 468 (2010). This means a specific statute prevails over a general one *only* when the two conflict. *Porter v. S.C. Pub. Serv. Comm’n.* 327 S.C. 220, 224 n.3, 489 S.E.2d 467, 469 n.3 (1997). With no policy in favor of arbitration, § 15-48-200 and § 14-3-330 do not conflict. Section 15-48-200 simply removes doubt that certain orders involving arbitration—such as orders denying or staying arbitration, both of which allow court proceedings to

continue—are appealable. But it does not supplant the general statute. *See Cnty. of Hawaii v. UNIDEV, LLC*, 129 Haw. 378, 390, 301 P.3d 588, 600 (2013), *as corrected* (July 24, 2013) (finding that the UAA poses “no hurdle” to the general appeals statute but must be read in conjunction to allow appeals from orders compelling arbitration). Further, the negative implication canon which *Heffner* used is not a rule of substantive of law and thus “should be used with care.” *S.C. Dept. of Consumer Affairs v. Rent-A-Center, Inc.*, 345 S.C. 251, 256, 547 S.E.2d 881, 884 (Ct. App. 2001) (citing *Hodges v. Rainey*, 341 S.C. 79, 96 n.1, 533 S.E.2d 578, 587 n.1 (2000) (Burnett, J., concurring in part, dissenting in part)). As a result, courts cannot read an intent to prohibit appeals from orders compelling arbitration into § 15-48-200 if there is no policy in favor of arbitration.⁴ *See UNIDEV*, 129 Haw. at 390, 301 P.3d at 600 (rejecting application of this canon because the UAA’s use of “may” in this section indicates that it is not an exclusive list)

In sum, *Heffner* has lost the foundation for its holding and its precedential value. *See McLeod v. Starnes*, 396 S.C. 647, 654, 723 S.E.2d 198, 202 (2012) (“[W]hen the court is asked to follow the line marked out by a single precedent case it is not at liberty to place its decision on the rule of stare decisis alone, without regard to the grounds on which the antecedent case was adjudicated[.]”) (quoting *State v. Williams*, 13 S.C. 546, 554 (1880)); *see also id.* at 654, 723 S.E.2d at 202–03 (“An original case could not possibly gain authority by a mere perfunctory following on the principle of stare decisis.”) (quoting *Williams*, 13 S.C. at 554–55). There are no special appealability rules for

⁴ Section 15-48-200 differs significantly from the Federal Arbitration Act in this regard. Unlike the state statute, 9 U.S.C. § 16(b)(2) expressly states that orders compelling arbitration are *not* appealable. That Congress needed to exempt those orders demonstrates they otherwise are appealable if they fall within § 14-3-330. *See Denene, Inc. v. City of Charleston*, 352 S.C. 208, 212, 574 S.E.2d 196, 198 (2002) (“The Court must presume the legislature did not intend a futile act, but rather intended its statutes to accomplish something.”); *see also Toler’s Cove*, 355 S.C. at 584–85, 586 S.E.2d at 611 (holding state law applies to questions of appealability of arbitration orders).

arbitration orders. And because orders denying arbitration are appealable, so too are orders compelling arbitration. The Court therefore should grant Bale's petition for a writ of certiorari to review the Court of Appeals' dismissal.

B. With no policy favoring arbitration, denying appellate review of orders compelling arbitration violates the Equal Protection Clauses of the United States and South Carolina Constitutions.

Without a policy favoring arbitration, the disparate treatment of parties compelled to arbitrate and those who are not violates equal protection. This Court therefore should grant certiorari given the substantial constitutional issues involved. *See* Rule 242(b)(4), SCACR.

"[N]o person, or class of persons, shall be denied the same protection of the laws which is enjoyed by other persons or other classes in the same place and under like circumstances." *City of Beaufort v. Holcombe*, 369 S.C. 643, 647-48, 632 S.E.2d 894, 897 (Ct. App. 2006) (citing *Harrison v. Caudle*, 141 S.C. 407, 416, 139 S.E. 842, 845 (1927)). "A classification does not violate the equal protection clause if: (1) the classification bears a reasonable relation to the legislative purpose sought to be effected; (2) the members of the class are treated alike under similar circumstances and conditions; and (3) the classification rests on some reasonable basis." *In re Treatment & Care of Luckabaugh*, 351 S.C. 122, 149, 568 S.E.2d 338, 351 (2002). Because no suspect class is implicated, the constitution bars only "irrational and unjustified classifications" and "legislative enactments ... without any reasonable basis." *Holcombe*, 369 S.C. at 649, 632 S.E.2d at 897.

The basis for allowing appeals only from orders denying arbitration is the policy in favor of arbitration. *Stedor Enters. v. Armtex, Inc.*, 947 F.2d 727, 730 (4th Cir. 1991); *see also Towles*, 338 S.C. at 34, 524 S.E.2d at 842 (finding an order denying arbitration to be appealable because it "favored litigation over arbitration"); George F. Lieberman, *Discovery in an Arbitration Proceeding and Appealing an Award Under the Federal Arbitration Act: It's Not That Simple (and What You Do Not Know*

Can Hurt You), 56-May Fed. Law. 54, 56 (2009) (“The rules governing appeals [under the Federal Arbitration Act] may be simply stated as follows: orders favoring arbitration are not considered final for purposes of appeal and not immediately appealable; orders unfavorable to arbitrations are considered final for purposes of appeal and immediately appealable.”). With that policy now gone, there is no basis for the rule. Both categories of litigants raise the identical question of arbitrability, and both face irreparable consequences if wrongly decided: loss of the bargained-for forum, forfeiture of procedural rights, and exposure to inconsistent outcomes. Treating them differently with no policy favoring arbitration violates equal protection.

The significant constitutional question created by the asymmetrical treatment afforded to similarly situated litigants needs this Court’s review. If left intact, this imbalance will produce an untenable result where a party seeking arbitration (usually a corporate defendant) may immediately appeal to avoid court, while the party opposing arbitration (usually an individual plaintiff) must submit to arbitration, lose access to the courts, and only later attempt to unwind the process after years of expense and procedural prejudice. “It is the duty of this Court, not the legislature, to determine the constitutionality of a statute.” *Joseph v. S.C. Dep’t of Lab., Licensing, & Reg.*, 417 S.C. 436, 453, 790 S.E.2d 763, 772 (2016); *cf. McLeod*, 396 S.C. 647, 655, 723 S.E.2d 198, 203 (2012) (holding *stare decisis* “is at its weakest with respect to constitutional questions because only the courts or a constitutional amendment can remedy any mistakes made”). Review therefore is warranted to preserve parity and ensure meaningful appellate oversight of arbitration orders.

II. This Court should grant certiorari to resolve the conflict between *Heffner*, which held that § 14-3-330 does not apply to arbitration orders, and later decisions applying § 14-3-330 to those orders.

Heffner refused to consider whether orders compelling arbitration are appealable under § 14-3-330 because it believed § 15-48-200 is the controlling statute. 321 S.C. at 538, 471 S.E.2d at

136; *see also Carolina Care Plan, Inc. v. United HealthCare Servs.*, 361 S.C. 544, 558, 606 S.E.2d 752, 759 (2004) (holding an order compelling arbitration and staying the action is not immediately appealable under § 15-48-200). But in the years since, appellate courts have turned to § 14-3-330, even after finding that an order is not appealable under § 15-48-200. For example, in *Huskins v. Mungo Homes, LLC*, 444 S.C. 592, 910 S.E.2d 474 (2024) (*Mungo II*), this Court reviewed (and reversed) an order compelling arbitration which the Court of Appeals found to be appealable under § 14-3-330. *Id.* at 594, 910 S.E.2d at 476; *Huskins v. Mungo Homes, LLC*, 439 S.C. 356, 365, 887 S.E.2d 534, 539 (Ct. App. 2023) (*Mungo I*). This Court never questioned its jurisdiction to hear the case under § 14-3-330. And *Mungo I* was not an outlier. The Court of Appeals in other cases has applied § 14-3-330 to determine whether it can review an order compelling arbitration. *E.g.*, *Widener v. Fort Mill Ford*, 381 S.C. 522, 524, 674 S.E.2d 172, 173–74 (Ct. App. 2009) (“Although section 15-48-200 does not include an order dismissing an action among a list of orders from which an appeal may be taken in arbitration cases, this section does not preclude the order in this case from being immediately appealable. By dismissing Widener’s action, the court finally determined the rights of the parties; therefore, we have jurisdiction pursuant to section 14-3-330 of the South Carolina Code.”); *see also Bertiaux for Parrish v. NHC Healthcare/Garden City, LLC*, No. 2019-001185, 2022 WL 2452414, at *1 (S.C. Ct. App. July 6, 2022) (citing *Widener*, 318 S.C. at 524, 674 S.E.2d at 173) (unpublished); *Weldon v. Dominion Clemson, LLC*, No. 2023-000033, 2025 WL 1328815, at *2 (S.C. Ct. App. May 7, 2025) (citing *Mungo I*, 439 S.C. at 365, 887 S.E.2d at 539, and *Widener*, 318 S.C. at 524, 674 S.E.2d at 173) (unpublished).

This Court therefore should grant review to clarify which statute governs. The answer will have a material impact because orders compelling arbitration are appealable under § 14-3-330.

A. Orders compelling arbitration are appealable final judgments under § 14-3-330(1) because they dispose of the entire case before the circuit court.

An appeal lies under § 14-3-330(1) from any final judgment. An order need not terminate a case to be a final judgment; it is merely “something that finally *disposes of the whole subject matter of the action* or terminates the action, leaving nothing to be done but to execute the judgment.” *Bone v. U.S. Food Serv.*, 404 S.C. 67, 83, 744 S.E.2d 552, 561 (2013) (emphasis added). “An order usually will be deemed interlocutory and not immediately appealable when there is some further act that must be done by the trial court prior to a determination of the parties’ rights.” *Watson v. Underwood*, 407 S.C. 443, 458, 756 S.E.2d 155, 163 (Ct. App. 2014).

Under this standard, an order compelling arbitration is an appealable final order: the circuit court has disposed of the entire case before it, leaving nothing left but confirmation or vacation of the arbitral award. Once the circuit court compelled arbitration and stayed the judicial proceedings, the litigation ceased to exist in any meaningful sense as private arbitrators will dictate the parties’ rights and remedies entirely. No subsequent act by the circuit court will change the merits of the case. The party opposing arbitration has “arrived at the end of the road” of the circuit court’s involvement.⁵ *Baldwin Constr. Co. v. Graham*, 357 S.C. 227, 230, 593 S.E.2d 146, 147 (2004). After the arbitration concludes, the circuit court can only review the arbitrators’ orders through the extraordinarily narrow lens of modification, confirmation, or vacation. “The award is presumptively correct, and it is the general rule that the courts will refuse to review the merits of an arbitration award.... Otherwise, an arbitration award would signify the commencement, not the end, of litigation.” *Trident Tech. Coll. v. Lucas & Stubbs, Ltd.*, 286 S.C. 98, 111, 333 S.E.2d 781, 788–89 (1985) (internal citation omitted); *see*

⁵ The stay of Bale’s claims against Wells Fargo & Co. and Wachovia Securities Financial Holdings without arbitration does not change the result. The circuit court terminated all litigation against Respondents with finality.

also 6 C.J.S. *Arbitration* § 218 (“[C]ourts are not authorized to reconsider the merits of an arbitration award.”); *Sawyers v. Herrin-Gear Chevrolet Co.*, 26 So. 3d 1026, 1032 (Miss. 2010) (“When binding arbitration is compelled, there is nothing left for the court to do but enforce the award. It is inconsequential whether an appeal is titled as interlocutory when the court only has to supervise compliance with an arbitration order or enforce an arbitration award.”). This functional finality of sending the case to arbitration is precisely what § 14-3-330(1) contemplates.

Further, the distinction courts have made between orders staying a case when compelling arbitration and orders dismissing a case is immaterial. Compare *Carolina Care Plan, Inc.*, 361 S.C. at 558, 606 S.E.2d at 759 (holding an order compelling arbitration and staying the action is not immediately appealable), with *Widener*, 381 S.C. at 524, 674 S.E.2d at 173–74 (holding a dismissal in connection with compelling arbitration is an appealable final order under § 14-3-330). South Carolina courts must look to the substance and effect of an order, not its label, when determining finality. See *Mid-State Distribs., Inc. v. Century Imps., Inc.*, 310 S.C. 330, 335, 426 S.E.2d 777, 780 (1993) (holding appealability is determined by whether “there is some further act which must be done by the court prior to a determination of the rights of the parties” rather than the order itself). Here, the effect of the stay is no different than dismissal—it terminates all judicial proceedings against Respondents, removes the case from the court’s active docket, and transfers resolution to private arbitrators. A procedural stay that leaves a party with no remaining avenue for relief in court is a final order. The circuit court’s orders therefore are immediately appealable under S.C. Code Ann. § 14-3-330(1) even though they stay, rather than dismiss, the case.⁶

⁶ When asserting orders staying a case are not appealable, *Widener* relied on a footnote in *Green Tree Financial Corp.-Alabama v. Randolph*, 531 U.S. 79, 87 n.2 (2000), for its dicta that stays would not be appealable. *Widener*, 381 S.C. at 524, 674 S.E.2d at 173. *Green Tree Financial*, however,

Other courts have correctly concluded that orders compelling arbitration are final for purposes of appealability. *E.g.*, *Kremer v. Rural Cmty. Ins.*, 280 Neb. 591, 601, 788 N.W.2d 538, 549 (2010) (“[W]e agree with courts that hold that an order compelling arbitration and staying judicial proceedings is a final determination of arbitrability.... Just as an order refusing to compel arbitration diminishes a party’s claim that it is entitled to arbitrate, so does an order compelling arbitration diminish a party’s claim that it is entitled to litigate in court. These claims cannot be effectively vindicated after the party has been compelled to do that which it claims it is not required to do.”); *Schuele v. Case Handyman & Remodeling Servs., LLC*, 412 Md. 555, 571, 989 A.2d 210, 219 (2010) (“More specifically, in the context of arbitration, we have held that an order compelling arbitration of a controversy is immediately appealable as a final judgment even though it does not finally dispose of all claims in the action in which it was filed because the order has the effect of putting the parties out of court.”) (internal citation omitted); *Sawyers*, 26 So. 3d at 1034 (“In an effort to provide uniformity and judicial economy, this Court holds today that an order compelling arbitration which disposes of all the issues before the trial court *or orders the entire controversy to be arbitrated* is a final decision, and therefore, immediately appealable.”) (emphasis added); *Wein v. Morris*, 194 N.J. 364, 380, 944 A.2d 642, 651 (2008) (“[W]e find it appropriate to deem an order compelling arbitration a final judgment appealable as of right. That is, whether the court in compelling arbitration dismisses

involved the Federal Arbitration Act which expressly states that orders compelling arbitration are not appealable. *See* 9 U.S.C. § 16(b)(2). Section 15-48-200 differs from the Federal Arbitration Act in this regard because it contains no like exception. *See supra* n.4. Subsequent decisions simply parrot *Widener*’s dicta, leaving it this Court to properly determine that an order compelling arbitration and staying judicial action is final for appealability purposes. *Cf. Palmetto Constr. Grp.*, 432 S.C. 633, 636, 856 S.E.2d 150, 152 (2021) (“Much of this arbitration favoritism is attributable to lower-court misinterpretation of thirty-year-old dicta[.]”) (quoting Richard Frankel, *The Arbitration Clause As Super Contract*, 91 Wash. U. L. Rev. 531, 533 (2014)).

the action as part of a final order or stays the matter, the order will be deemed final and appealable as of right.”); *Edward Fam. Ltd. P’ship v. Brown*, 140 N.M. 104, 108, 140 P.3d 525, 529 (Ct. App. 2006) (“An order referring issues to arbitration is a final, appealable order if it is the last deliberative action of the court with respect to the controversy before it.”) (internal quotation omitted); *Douglass v. Pflueger Hawaii, Inc.*, 110 Haw. 520, 522 n. 1, 135 P.3d 129, 131 n. 1 (2006), *as corrected* (May 30, 2006) (“Orders granting stays and compelling arbitration are appealable final orders.”) (internal quotation omitted); *Horsey v. Horsey*, 329 Md. 392, 403, 620 A.2d 305, 310–11 (1993) (stating that “an order compelling the parties before the trial court to submit their dispute to arbitration, thereby denying all relief sought in the trial court and terminating the action there, is a final appealable judgment”); *Cajun Elec. Power Co-op., Inc. v. Louisiana Power & Light Co.*, 334 So.2d 554, 555 (La. Ct. App. 1976) (“When the trial judge ordered arbitration, he passed on the merits of the case. Therefore, the trial court judgment is a final judgment.”); *see also Marketech Int’l Corp. USA, Inc. v. Process Serv. Specialists, LLC*, No. 1 CA-SA 25-0039, 2025 WL 2984900, at *2 (Ariz. Ct. App. Oct. 23, 2025) (permitting appeal from motion compelling arbitration when it involved questions of law because “accepting jurisdiction now will resolve who must decide the threshold question of whether arbitration can be compelled at all in the face of a likely illegal and void contract, before a costly, duplicative, and unnecessary proceeding must be litigated to conclusion”); *Williams v. TAMKO Bldg. Prods., Inc.*, 451 P.3d 146, 151 (Okla. 2019) (“Oklahoma precedent establishes that an order compelling arbitration and staying court proceedings is an appealable final decision”); *Triple Crown at Observatory Vill. Ass’n v. Vill. Homes of Colo., Inc.*, 389 P.3d 888, 891–93 (Colo. Ct. App. 2013) (granting review of a motion compelling arbitration under Colorado’s statute governing interlocutory appeals because questions of contract interpretation are questions of law and if “the

district court had erred in enforcing the arbitration provision, the parties would have needlessly expended substantial amounts of time and money” by “litigating an entire case in a forum that had no power to decide it”); 4 Am. Jur. 2d *Alternative Dispute Resolution* § 103 (“However, an order granting a motion to compel arbitration is reviewable if it is a final decision with respect to arbitration, from which an appeal will lie, is a decision that ends the litigation on the merits and leaves nothing more for the court to do but execute the judgment.”).

This Court therefore should grant certiorari to determine whether orders compelling arbitration are appealable final judgments under § 14-3-330(1) and these established principles.

B. Alternatively, orders compelling arbitration are immediately appealable under § 14-3-330(4) as orders granting an injunction.

Section 14-3-330(4) grants appellate jurisdiction over an “interlocutory order or decree in a court of common pleas granting, continuing, modifying, or refusing an injunction.” This Court has adopted the broadest interpretation of an injunction, stating that “[a]n injunction is an equitable remedy that may be used to require a party to perform an action.” *Richland Cnty. v. Kaiser*, 351 S.C. 89, 94, 567 S.E.2d 260, 262 (Ct. App. 2002) (citing *Kneale v. Bonds*, 317 S.C. 262, 269, 452 S.E.2d 840, 843 (Ct. App. 1994)); *see also* 42 Am. Jur. 2d *Injunctions* § 1 (stating an injunction “is an equitable remedy, designed to protect property or other rights from irreparable injury or harm. The term injunction is to be construed broadly”). An order compelling parties to pursue a matter outside of court, thus staying or dismissing the underlying action to protect defendant’s contractual rights, fits precisely within that broad reading.

A court’s enforcement of a contractual right by enjoining a party from some act is an immediately appealable injunction. *See Poynter Invs., Inc. v. Century Builders of Piedmont, Inc.*, 387 S.C. 583, 585, 694 S.E.2d 15, 16 (2010) (“This is an appeal from an order granting a preliminary

injunction to enforce a non-competition agreement, but modifying the territorial restriction in that agreement.”); *AJG Holdings, LLC v. Dunn*, 382 S.C. 43, 51, 674 S.E.2d 505, 509 (Ct. App. 2009) (“Generally, a restrictive covenant will be enforced regardless of the amount of damage that will result from the breach and even though there is no substantial monetary damage to the complainant by reason of the violation.... The mere breach alone is grounds for injunctive relief.”). Because “a court must hold a party to its arbitration contract just as the court would to any other kind” and “may not devise novel rules to favor arbitration over litigation,” the result must be the same here. *Morgan*, 596 U.S. at 418; *see also id.* (“If an ordinary procedural rule—whether of waiver or forfeiture or what-have-you—would counsel against enforcement of an arbitration contract, then so be it.”). When a plaintiff sues in court, a defendant’s motion to compel is the procedural response to an alleged breach of that agreement. If granted, the plaintiff is met with an order enjoining him from pursuing his claims in court. And like the enforcement of any other restrictive covenant, the plaintiff should have the right to appellate review of that order.

While South Carolina has not addressed this issue head on, other jurisdictions have held that an order granting arbitration is immediately appealable as an injunction. *Washington v. Persona Identities, Inc.*, 254 N.E.3d 394, 400 (Ill. App. Ct. 2024), *appeal denied*, 246 N.E.3d 1196 (Ill. 2024) (“Because such an order is akin to an injunction it is appealable under Rule 307(a)(1), which allows us to review interlocutory orders granting an injunction.”) (cleaned up); *Andrew v. Am. Imp. Ctr.*, 110 A.3d 626, 633 (D.C. 2015) (“We are satisfied that applying the *Carson* test, an order compelling arbitration in the context of a consumer adhesion contract is injunctive in nature.”); *see also Kansas Gas & Elec. Co. v. Westinghouse Elec. Corp.*, 861 F.2d 420, 422 (4th Cir. 1988) (“We hold that orders denying arbitration do have an injunctive effect and have ‘serious, perhaps irreparable, consequence.’

The order is injunctive because it enjoins proceedings in another tribunal. It has serious consequences because of the ‘irreparable harm that exists when arbitration is denied ab initio[.]’”) (citing *Taylor v. Nelson*, 788 F.2d 220, 224 (4th Cir. 1986)).

This Court should grant certiorari to review whether orders compelling arbitration are reviewable as an interlocutory injunction under § 14-3-330(4). The circuit court’s order did not merely determine a procedural question; it affirmatively enjoined Bale from exercising his right to proceed in court and compelled him to litigate his claims across multiple private forums. That is the essence of injunctive relief.⁷

III. Setting all else aside, the Court of Appeals had jurisdiction because the issues raised are capable of repetition.

As the Court acknowledged in *Toler’s Cove*, appellate courts may review orders compelling arbitration where the “issues are capable of repetition and need to be addressed.” 355 S.C. at 611, 586 S.E.2d at 585. That is the case here. If review is deferred, the same substantive questions will continue to arise and evade review, perpetuating uncertainty for litigants and trial courts. The “capable of repetition” reasoning that justified review in *Toler’s Cove* compels review now regardless of § 15-48-

⁷ While Respondents may point to other jurisdictions rejecting the appealability of an order compelling arbitration as an injunction or a final order, these courts do so under the rejected policy favoring arbitration. *E.g.*, *Stoebner v. Konrad*, 914 N.W.2d 590, 595 (S.D. 2018) (“Our decision dismissing this appeal [of a motion compelling arbitration] is in harmony with the plain reading of the applicable appeal statutes and *our case law favoring resolution of disputes by arbitration.*”) (emphasis added); *Muao v. Grosvenor Props.*, 99 Cal. App. 4th 1085, 1092, 122 Cal. Rptr. 2d 131, 138 (2002) (disallowing appeals from motions compelling arbitration because California law “is consistent with the overall purpose of the FAA to encourage, rather than discourage, the use of arbitration, and is even more encouraging of the use of arbitration than is the federal procedure.”); *Elm Creek Villas Homeowner Ass’n v. Beldon Roofing & Remodeling Co.*, 940 S.W.2d 150, 155 (Tex. App. 1996) (rejecting the injunction argument because “[a]rbitration, so heavily favored both under statute and caselaw, is not so easily avoided”); *Fayette Cnty. Farm Bureau Fed’n v. Martin*, 758 S.W.2d 713, 714 (Ky. Ct. App. 1988) (noting the policy the appealability of an order denying a motion to compel arbitration, which hinders arbitration and is immediately appealable under KRS 417.220(1)(a), “espouses the policy that arbitration is to be encouraged”).

200 and § 14-3-330. This Court should review the Court of Appeals' refusal to engage with this right of appeal.

Like so many other agreements in our increasingly complex world, this case concerns multiple agreements with different forums. Without immediate review, the extent to which these agreements are unconscionable under cases like *Damico* will be a perpetual issue that needs further guidance. The circuit court splintered a single, unified dispute against Wells Fargo into multiple, unconscionable proceedings through Respondents' standard contracts of adhesion. Bale has no meaningful opportunity for review of this decision. A motion to vacate, modify, or correct an arbitration award must be filed within three months of the award's issuance. *See* S.C. Code Ann. §§ 15-40-120 to -140. Yet if the AAA and FINRA proceedings move forward on different schedules, which is a virtual certainty, Bale must file piecemeal judicial actions to preserve his rights, all while his claims against Wells Fargo & Co. remain dormant, potentially for years. The question will then be whether Bale must file separate appeals following a ruling on each application, must he wait until all have been ruled on *and* his claims against Wells Fargo & Co. are resolved, or can he do either? *Accord Link v. Sch. Dist. of Pickens Cnty.*, 302 S.C. 1, 3-6, 393 S.E.2d 176, 177-79 (1990) (holding that summary judgment as to one claim may be appealed at the time of the order or at end of the case). The result is a procedural morass, implemented by Defendants, that risks extinguishing substantive rights before any unified judicial review of the arbitration order is even possible.

Bale's appeal also raises a host of other repeatable issues that need review. Can arbitration be compelled even if the forum rules prohibit the claim? Here, FINRA rules prohibit Dougherty from forcing Bale into arbitration. *See* FINRA Rule 12202(a) ("A claim by or against a member or an associated person who is inactive at the time the claim is filed *is ineligible for arbitration under the Code*

unless the customer agrees in writing to arbitrate after the claim arises.”) (emphasis added). Without a right to appeal, Bale must file a claim in FINRA, which requires submission to FINRA and an attestation that the claim is arbitrable, and then ask FINRA to dismiss it as improper. The law does not require this absurdity to obtain review. *Cf. Link*, 302 S.C. at 7, 393 S.E.2d at 179 (holding a party should not have to make frivolous arguments to reverse a final decision to appeal an intermediate one). And when can an agreement to arbitrate a dispute involving one account (or construction project, professional engagement, etc.) require arbitration of disputes relating to a separate account? What happens when a party produces illegible arbitration agreements, the agreement does not follow forum rules, there was not a meeting of the minds on the agreements, or there are myriad other routine contractual defenses that regularly arise? All these recurring issues are present here but largely go unanswered with one-sided appeals.

The practical effect of the circuit court’s intertwined arbitration orders is to trap Bale in a procedural no-man’s-land: multiple forums operating on conflicting timelines, with no single tribunal possessing complete jurisdiction, and no mechanism for coordinated review, all under agreements that fail as a matter of law. Without review, these defects will quickly calcify beyond reach, producing inconsistent results and potentially foreclosing relief for Bale and others who bring similar disputes. The damage will have been done by the end of the case. Each respective arbitration will have determined the evidence, the scope of discovery, and even the applicable law.⁸ Bale would then face the near-impossible task of undoing the consequences of arbitration itself, which is presumptively correct and heavily weighted in favor of the arbitrator’s findings. *See Grp. III Mgmt., Inc. v. Suncrete of*

⁸ Although, FINRA has proclaimed that its arbitrators “are not bound to follow the substantive law.” App. 171.

Carolina, Inc., 425 S.C. 141, 150, 819 S.E.2d 781, 785 (Ct. App. 2018) (“Generally speaking, an award within the scope of submission is conclusive on fact issues and interpretation of law.”); *see also UBS Fin. Servs., Inc. v. Padussis*, 842 F.3d 336, 339 (4th Cir. 2016) (“The scope of judicial review of an arbitration award is among the narrowest known at law.”) (internal quotation omitted). Recognizing appellate jurisdiction here serves the integrity of this case and the broader constitutional imperative of equal access to the courts.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

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