

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS )

COUNTY OF RICHLAND )

CIVIL ACTION NO. 2023-CP-40-00242 )

Curtis D. Bale, )

Plaintiff, )

v. )

**ORDER GRANTING  
WELLS FARGO BANK, N.A.'S  
MOTION TO COMPEL ARBITRATION  
AND MOTION TO STAY**

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. )

**RECEIVED**

**Oct 16 2025**

**SC Court of Appeals**

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This matter came before me on Defendant Wells Fargo Bank, N.A.’s Motion to Dismiss and Compel Arbitration, and Motion to Stay in the Alternative (the “Motion”). In its Motion, Wells Fargo Bank, N.A. (“Defendant” or “Wells Fargo”), pursuant to 9 U.S.C. §§ 3 and 4, and South Carolina Rules of Civil Procedure 12(b)(1), (3), and (6), asks this Court to dismiss Plaintiff Curtis D. Bale’s (“Plaintiff” or “Bale”) claims against Wells Fargo and compel those claims to arbitration or, in the alternative, to stay this litigation pending arbitration. The parties fully briefed the issues.

A hearing was held on November 18, 2024. After careful consideration of the motion, all submissions by Wells Fargo and Bale, and oral arguments by counsel, I hereby GRANT Wells Fargo’s motion to compel arbitration and to stay this action pending arbitration.

Based on the record before me, I further find as follows:

1. Bale and Wells Fargo entered into a valid, binding agreement to arbitrate any disputes between them before the American Arbitration Association (“AAA”).

2. To the extent this Court has jurisdiction to decide the arbitrability of Bale's claims, I find that Bale's claims against Wells Fargo are subject to the valid, binding agreement to arbitrate before the AAA.

3. This matter and all related proceedings in this matter should be stayed until the claims have been submitted to arbitration before the AAA and the arbitration proceedings have concluded.

THEREFORE, IT IS HEREBY ORDERED that the Motion is GRANTED as follows: The Plaintiff Curtis D. Bale must arbitrate the claims asserted against Wells Fargo Bank, N.A. before the AAA, and all proceedings in this action are stayed until after Bale submits all claims to arbitration with the AAA and the arbitration proceedings have concluded.

IT IS SO ORDERED.



Richland Common Pleas

**Case Caption:** Curtis D Bale vs John A Dougherty , defendant, et al

**Case Number:** 2023CP4000242

**Type:** Order/Compel

So Ordered

Jocelyn Newman