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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

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APPEAL FROM RICHLAND COUNTY COURT OF COMMON PLEAS

Jocelyn Newman, Circuit Court Judge

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Com. Pls. Case No. 2023-cp-40-00242

Ct. App. Case No. 2025-002124

Sup. Ct. Case No. 2026-000066

———

Curtis 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 are . . . . . Respondents.

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RETURN IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases **Page(s)**

Statutes **Page(s)**

Rules **Page(s)**

INTRODUCTION

This Court should deny the Petition because it provides no "special and important reasons" for reviewing the decision of the Court of Appeals. *See* Rule 242(b), SCACR. Petitioner seeks this Court's review of a decision denying immediate appeal of a trial court's interlocutory order staying his action and compelling arbitration. But orders staying a case and compelling arbitration are interlocutory, interlocutory orders are not immediately appealable, and no statute specially authorizes immediate appeal of orders compelling arbitration. *See Heffner v. Destiny, Inc.*, 321 S.C. 536, 471 S.E.2d 135 (1995); *Toler's Cove Homeowners Ass'n v. Trident Constr. Co.*, 355 S.C. 605, 586 S.E.2d 581 (2003); *Carolina Care Plan, Inc. v. United HealthCare Servs., Inc.*, 361 S.C. 544, 606 S.E.2d 752 (2004); *Widener v. Fort Mill Ford*, 381 S.C. 522, 674 S.E.2d 172 (Ct. App. 2009). For this reason and others detailed below, the Court of Appeals correctly dismissed Petitioner's action under settled South Carolina law. No other "special and important" reasons exist for reviewing that dismissal. Thus, this Court should deny the Petition.

QUESTIONS PRESENTED FOR REVIEW

1. Are orders staying civil actions and compelling arbitration immediately appealable under South Carolina law?

2. Does current South Carolina law on the appealability of orders staying civil actions and compelling arbitration violate the United States or South Carolina Constitutions?

3. Do the substantive claims and defenses at issue pose problems capable of repetition, requiring intervention from this Court?

STATEMENT OF THE CASE

I. Petitioner Utilized the Investment Services of Dougherty and Wells Fargo.

Petitioner Curtis Bale ("**Petitioner**") describes himself as a successful and experienced businessman. (App. 68–69 ¶¶ 17–19.) In 2010, Petitioner became a client of Respondent John A. Dougherty, a financial advisor. (App. 69–70 ¶¶ 22–23.) In 2013, when Dougherty became

affiliated with the "**Wells Fargo Respondents,**"[1] Petitioner chose to follow Dougherty to and open accounts with the Wells Fargo Respondents. (App. 71 ¶ 25.) At the inception of the COVID-19 pandemic in early 2020, Petitioner's portfolio declined in value. (App. 74 ¶¶ 33–34.) Nevertheless, Petitioner continued to work with Dougherty and raised no complaints at that time despite receiving monthly account statements. (App. 74–76 ¶¶ 34–41.)

II. Petitioner Briefly Became a Client of LPL in January 2021 and Signed Four Account Agreements Governing His LPL Accounts Requiring Arbitration of All Claims against LPL.

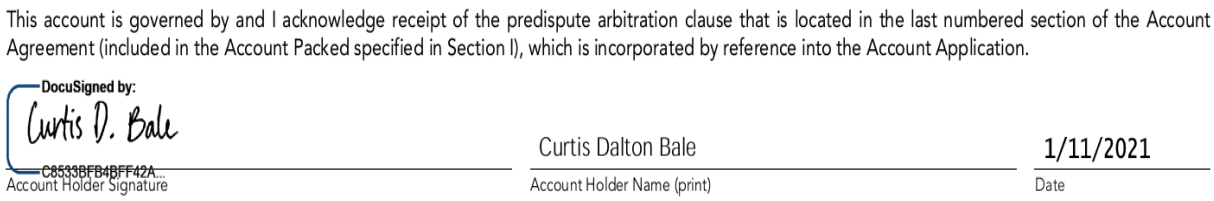
In January 2021, Dougherty became affiliated with LPL, and Petitioner chose to leave Wells Fargo and follow Dougherty to LPL. (App. 76 ¶ 43.) When Petitioner opened his first account with LPL, he executed an express agreement with LPL governing the parties' relationship (the "**Account Application**"). (App. 4.) The Account Application "constituted [a] contract[] between the [Petitioner] and [LPL]." (App. 81–82 ¶ 58.)

The initial Account Application and his subsequent account applications state, "This separate packet contains the Account Agreement that details the relationship between you, your financial professional, LPL Financial ("LPL") and other related parties, as applicable, to your account." (App. 106.) By signing the account application, Petitioner endorsed the following statement: "I acknowledge by signing below that I have received, read, understand and agree to the terms of this Account Application, the applicable Account Agreement ["**Account Agreement**"], and the LPL Relationship Summary (included in the Account Packet specified in Section I)." (App. 106.)

By signing each of the account applications, Petitioner also endorsed the following statement provided directly above their signature blocks: "***This account is governed by and I***

[1] As used here, the term "Wells Fargo Respondents" denotes Wells Fargo Clearing Services, LLC f/k/a Wells Fargo Advisors, LLC, and Wells Fargo Bank, N.A.

acknowledge receipt of the predispute arbitration clause that is located in the last numbered section of the Account Agreement (included in the Account packe[t] specified in Section I), which is incorporated by reference into the Account Application."



(App. 107 (emphasis added).)

As Petitioner acknowledged, each of the incorporated Account Agreements contains an arbitration provision (the "**Arbitration Provision**"), which states in relevant part the following:

> In consideration of opening one or more accounts for you, you agree that ***any controversy*** between you and LPL and/or your Representative(s) (whether or not a signatory(ies) to this Master Account Agreement or Arbitration Agreement), arising out of or relating to your account, transactions with or for you, or the construction, performance, or breach of this agreement whether entered into prior, on or subsequent to the date hereof, ***shall be settled by arbitration in accordance with the rules, then in effect of the Financial Industry Regulatory Authority (FINRA)*** . . . . Any arbitration award hereunder shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. Nothing in this this [sic] Agreement requires arbitration of any claim that under the law cannot be made subject to a pre-dispute agreement to arbitrate claims, including any dispute or controversy nonarbitrable under federal law.

(App. 5 (emphasis added).)

At LPL, Petitioner alleged that his investments "continued to drop in value." (App. 77 ¶ 46.) Petitioner then "transferred his assets out of LPL in approximately August 2021"—roughly 7 months after opening his account. (App. 77 ¶ 47.)

III. Petitioner Filed Suit in South Carolina State Court in 2023, and Respondents Successfully Moved to Compel Arbitration.

On January 17, 2023, Petitioner initiated suit in the Richland County Court of Common Pleas. (*See* App. 65.) Petitioner asserted various claims arising from and related to his investment

accounts with LPL and the Wells Fargo Respondents. (*See* App. 78–91 ¶¶ 49–84.)

On March 25, 2024, LPL filed its motion to compel in the Court of Common Pleas.[2] (App. 100 *et seq.*) Following a hearing on November 18, 2024, Judge Newmann granted LPL's and the other Respondents' motions on March 26, 2025, and entered orders reflecting her decisions on July 9, 2025. (App. 3 *et seq.*) Petitioner moved for reconsideration on July 21, 2025 (App. 220 *et seq.*), but Judge Newman prudently denied his request on September 16, 2025 (App. 23 *et seq.*).

Petitioner prematurely filed notices of appeal of Judge Newman's orders on October 16, 2025. On October 22, 2025, the Court of Appeals *sua sponte* dismissed the appeal because Judge Newman's orders were not immediately appealable. (App. 26.) Petitioner then moved for rehearing. (App. 28.) The Court of Appeals denied his request. (App. 281.) Petitioner now petitions this Court to review the dismissal from the Court of Appeals.

STANDARD FOR CERTIORARI

The South Carolina Supreme Court may issue writs of certiorari to the South Carolina Court of Appeals. *See* Rule 242, SCACR. "A writ of certiorari is not a matter of right, but of sound judicial discretion, and will be granted only where there are special and important reasons." Rule 242(b), SCACR. Paradigmatically, such "special and important reasons" exist where (1) "there are novel questions of law"; (2) "there is a dissent in the decision of the Court of Appeals"; (3) where "the decision of the Court of Appeals is in conflict with a prior decision of the Supreme Court"; where (4) "substantial constitutional issues are directly involved"; or where (5) "a federal question is included and the decision of the Court of Appeals conflicts with a decision of the United

[2] On February 16, 2023, LPL removed Petitioner's state court action to the United States District Court for the District of South Carolina. LPL then moved to compel arbitration in the District Court, but the District Court remanded this matter on March 25, 2024. (*See Bale v. Dougherty*, No. 3:23-cv-00660 (D.S.C. Mar. 25, 2024), ECF No. 63.)

States Supreme Court." Rule 242(b)(1)–(5), SCACR. None of these factors are present here.

ARGUMENT

I. This Court Should Not Grant *Certiorari* Because Settled South Carolina Law Prohibits Immediate Appeals of Interlocutory Orders Compelling Arbitration.

This Court should not grant *certiorari* because settled South Carolina law[3] prohibits immediate appeals of interlocutory orders staying a case and compelling arbitration.

A. South Carolina Law Prohibits Appeals of Interlocutory Orders Unless Otherwise Provided by Statutory Exception.

"The right of appeal does not exist in every case, and can only be claimed under some constitutional or statutory provision conferring such right." *Turner v. Joseph Walker Sch. Dist. No. 9*, 215 S.C. 472, 476, 56 S.E.2d 243, 244 (1949) (quoting *Whipper v. Talbird*, 32 S.C. 1, 10 S.E. 578, 578 (1890)). In South Carolina, "[t]he right of appeal arises from and is controlled by statutory law." *Ex parte Cap. U-Drive-It, Inc.*, 369 S.C. 1, 6, 630 S.E.2d 464, 467 (2006); *see* S.C. Code Ann. § 14-3-330. Specifically, the right of appeal is normally controlled by Section 14-3-330 of the South Carolina Code of Laws.

Under Section 14-3-330, "[a]n appeal ordinarily may be pursued only after a party has obtained a final judgment." *Cap. U-Drive-It*, 369 S.C. at 6, 630 S.E.2d at 467 (citing S.C. Code Ann. § 14-3-330(1)); S.C. Code Ann. § 14-3-330(1) (granting appellate jurisdiction over "final judgments"); Rule 201(a), SCACR ("Appeal may be taken, as provided by law, from any final judgment, appealable order[,] or decision."); *Kriti Ripley, LLC v. Emerald Invs., LLC*, 404 S.C. 367, 378, 746 S.E.2d 26, 32 (2013) ("Generally, only final judgments are appealable, unless a statute provides an exception.").

[3] "This Court has held that the [Federal Arbitration Act] does not preempt South Carolina state law in regard to procedural rules on the appealability of arbitration orders." *Carolina Care Plan*, 361 S.C. at 558, 606 S.E.2d at 759.

"A final judgment is an order that 'disposes of the cause, reserving no further questions or directions for future determination. It must finally dispose of the whole subject-matter or be a termination of the particular proceedings or action, leaving nothing to be done but to enforce by execution what has been determined.'" *Kriti Ripley*, 404 S.C. at 379, 746 S.E.2d at 32 (cleaned up) (quoting *Good v. Hartford Accident & Indem. Co.*, 201 S.C. 32, 41–42, 21 S.E.2d 209, 212 (1942)). Generally, "[a]ny judgment or decree, leaving some further act to be done by the court before the rights of the parties are determined, is interlocutory and not final." *Ex parte Wilson*, 367 S.C. 7, 12, 625 S.E.2d 205, 208 (2005). Stated differently, "a decree or judgment that leaves in doubt whether the plaintiff will prevail is not final." *Watson v. Underwood*, 407 S.C. 443, 458–59, 756 S.E.2d 155, 163 (Ct. App. 2014) (quoting *Donaldson v. Farmers' & Exch. Bank*, 4 S.C. 106, 115 (1873)).

B. Orders Staying a Case and Compelling Arbitration Are Interlocutory and Thus Not Immediately Appealable.

Orders staying a case and compelling arbitration are interlocutory and thus not immediately appealable. To be clear, LPL's argument is limited to orders ***staying*** a case and compelling arbitration—it does not extend to orders ***dismissing*** a case and compelling arbitration. After all, orders dismissing a case and compelling arbitration are immediately appealable because they dismiss the action outright, leaving nothing left for the court to do.[4] *See Widener*, 381 S.C. at 524, 674 S.E.2d at 174. Meanwhile, orders staying a case and compelling arbitration leave the court

[4] Petitioner's cursory attempt to erase this settled distinction between dismissal orders and stay orders (Pet. 17) is an unprincipled assault on South Carolina caselaw without any explanation. *See Widener*, 381 S.C. at 524, 674 S.E.2d at 174; *Weldon v. Dominion Clemson, LLC*, 2025 WL 1328815, at *2 (S.C. Ct. App. May 7, 2025); *Huskins v. Mungo Homes, LLC*, 439 S.C. 356, 365, 887 S.E.2d 534, 539 (Ct. App. 2023), *rev'd*, 444 S.C. 592, 910 S.E.2d 474 (2024); *see also Bertiaux for Parrish v. NHC Healthcare/Garden City, LLC*, No. 2019-001185, 2022 WL 2452414 (S.C. Ct. App. July 6, 2022); *cf. also Smith v. Spizzirri*, 601 U.S. 472, 473 (2024).

with the need to complete additional steps following the arbitration, as detailed below.

A stay order compelling arbitration is interlocutory because it leaves further acts to be done and does not determine whether the plaintiff will prevail ultimately. *See Wilson*, 367 S.C. at 12, 625 S.E.2d at 208; *Watson*, 407 S.C. at 458–59, 756 S.E.2d at 163. Indeed, an order compelling arbitration is not the end of a case but the beginning: After the court's order compelling arbitration, the parties must engage in discovery, file motions, and litigate their claims and defenses at a final hearing to determine the case's outcome. Then, after issuance of the arbitration award, the court must entertain motions to confirm, vacate, modify, or correct an award. *See* S.C. Code Ann. § 15-48-120 to -140.

Stated differently, a stay order compelling arbitration does not dispose of a plaintiff's case so as to remove any "further questions or directions for future determination." *See Kriti Ripley*, 404 S.C. at 379, 746 S.E.2d at 32 (cleaned up) (quoting *Good*, 201 S.C. at 41–42, 21 S.E.2d at 212). Rather, a plaintiff compelled to arbitration "has not arrived at the end of the road." *See Mid-State Distributors, Inc. v. Century Importers, Inc.*, 310 S.C. 330, 334, 426 S.E.2d 777, 780 (1993). On the contrary, such a plaintiff has a long road ahead of him.

Settled South Carolina law recognizes that orders compelling arbitration are not immediately appealable. *See Carolina Care Plan,*, 361 S.C. at 558, 606 S.E.2d at 759 ("[An] order compelling arbitration of [a Petitioner's] claims against [defendants] and staying the remaining claims is not immediately appealable."); *Toler's Cove*, 355 S.C. at 610, 586 S.E.2d at 584 ("[A]ll orders relating to arbitration not mentioned in S.C. Code Ann. § 15-48-200(a) . . . are not immediately appealable."); *Widener*, 381 S.C. at 524, 674 S.E.2d at 174 ("In *Carolina Care Plan*, our supreme court held [that] an order compelling arbitration and staying the remaining claims is not immediately appealable.").

So too does the well-reasoned law of South Carolina's neighboring states, North Carolina and Georgia—as well as Virginia, West Virginia, and Tennessee.[5] *See Bluffs, Inc. v. Wysocki*, 314 S.E.2d 291, 293 (N.C. App. 1984) ("An order compelling the parties to arbitrate is an interlocutory order."); *Austin Reg'l Home Care, Inc. v. Careminders Home Care, Inc.*, 810 S.E.2d 676, 677 (Ga. App. 2018) ("[T]he trial court's order compelling arbitration does not constitute a final judgment that is directly appealable to this Court."); *Seguin v. Northrop Grumman Sys. Corp.*, 672 S.E.2d 877, 879 (Va. 2009) ("An order that compels arbitration pursuant to the Virginia Uniform Arbitration Act is not a final judgment order."); *McGraw v. Am. Tobacco Co.*, 681 S.E.2d 96, 106 (W. Va. 2009) ("Where a circuit court directs a matter be arbitrated, but does not dismiss the matter from the circuit court's docket, the order is not final in reality nor effect because there may still be issues needing the attention of the circuit court such as enforcing the arbitration decision or determining the procedural propriety of the arbitration proceedings."); *Regions Bank v. Crants*, No. M202001703COAR3CV, 2021 WL 3910696, at *4 (Tenn. Ct. App. Sept. 1, 2021) ("[T]he trial court's . . . order granting the motion to stay proceedings and compelling arbitration is not an order that is recognized under the statute as appealable on an interlocutory basis as an exception to the requirement that an order must be final to be appealable to this Court.").[6]

[5] The decisions of these relevant states are conspicuously absent from Petitioner's compilation of scattered decisions from other states. (*See* Pet. 18–20 (citing caselaw from Hawaii, Nebraska, New Jersey, New Mexico, and other states).) What's more, many of the cases cited by Petitioner do not stand for the proposition for which he cites them. *See, e.g.*, *Trident Tech. Coll. v. Lucas & Stubbs, Ltd.*, 286 S.C. 98, 333 S.E.2d 781 (1991) (addressing confirmation of an arbitration award, not an order compelling arbitration); *Edward Fam. Ltd. P'ship v. Brown*, 140 N.M. 104, 108, 140 P.3d 525, 529 (Ct. App. 2006) (holding an order compelling arbitration not immediately appealable because the case could return to court after arbitration).

[6] *See also Frontera Generation Ltd. P'ship v. Mission Pipeline Co.*, 400 S.W.3d 102, 112 (Tex. App. 2012) ("An order compelling arbitration and staying proceedings . . . is not subject to interlocutory appeal . . . . Instead, orders compelling arbitration and staying litigation are subject to appeal after the rendition of final judgment.").

Petitioner's argument to the contrary (Pet. 16–20) is meritless. Petitioner suggests that "an order compelling arbitration is an appealable final order" because "the litigation cease[s] to exist in any meaningful sense" afterward. (*Id.* at 16.) But this statement is false. *See Widener*, 381 S.C. at 524, 674 S.E.2d at 173–74. Again, following an order compelling arbitration, the parties actually must conduct discovery and litigate their claims and defenses in the arbitral forum. Next, as multiple neighboring courts have explained, the trial court then must undertake multiple steps following the arbitration:

> An order that compels arbitration pursuant to the Virginia Uniform Arbitration Act is not a final judgment order. . . . [T]he circuit court retains jurisdiction to vacate an arbitration award; . . . the circuit court retains jurisdiction to modify or correct an arbitration award.

Seguin, 672 S.E.2d at 879; *McGraw*, 681 S.E.2d at 106 ("[T]he order is not final in reality nor effect because there may still be issues needing the attention of the circuit court such as enforcing the arbitration decision or determining the procedural propriety of the arbitration proceedings.").

Thus, orders compelling arbitration are interlocutory and not immediately appealable.[7]

C. No Statute Exempts Orders Compelling Arbitration from the General Rule that Interlocutory Orders Are Not Immediately Appealable.

No statute exempts orders compelling arbitration from the general rule that interlocutory orders are not immediately appealable. As noted above, "[t]he right of appeal arises from and is controlled by statutory law." *Cap. U-Drive-It*, 369 S.C. at 6, 630 S.E.2d at 467; *see* S.C. Code Ann. § 14-3-330. And under Section 14-3-330, "[a]n appeal ordinarily may be pursued only after

[7] The interlocutory nature of orders staying a case and compelling arbitration explains their absence from Section 15-48-200 of the South Carolina Code of Laws. Section 15-48-200 designates various orders (some interlocutory by nature, others final by nature) as immediately appealable. *See* S.C. Code Ann. § 15-48-200(a). Because orders staying a case and compelling arbitration are interlocutory by nature, they would not appear on this list at all unless the General Assembly had elected to specially designate them as immediately appealable—but it did not.

a party has obtained a final judgment." *Id.* (citing S.C. Code Ann. § 14-3-330(1)). Because orders compelling arbitration are not interlocutory by nature, they are not immediately appealable due to the general finality requirement of Section 14-3-330.

Nevertheless, Section 14-3-330 and other statutes do specially authorize immediate appeals for certain categories of orders. *Cap. U-Drive-It*, 369 S.C. at 6, 630 S.E.2d at 467 ("The determination of whether a party may immediately appeal an order issued before or during trial is governed primarily by S.C. Code Ann. § 14-3-330 . . . . Absent a specialized statute, an order must fall into one of several categories set forth in Section 14-3-330 in order to be immediately appealable."); *Towles v. United HealthCare Corp.*, 338 S.C. 29, 35, 524 S.E.2d 839, 842 (Ct. App. 1999) (recognizing that Section 15-48-200 authorizes immediate appeal of certain arbitration-related orders "*even if interlocutory*" (emphasis in original) (quoting *Stedor Enter., Ltd. v. Armtext, Inc.*, 947 F.2d 727, 730 (4th Cir. 1991))). Such statutory exemptions are "narrowly construed[,] and immediate appeal of various orders issued before or during trial generally has not been allowed." *Hagood v. Sommerville*, 362 S.C. 191, 196, 607 S.E.2d 707, 709 (2005). As with other statutory exemptions, courts cannot expand these through broad interpretation. *See Bovain v. Canal Ins.*, 383 S.C. 100, 112, 678 S.E.2d 422, 428 (2009) ("[E]xemptions are an act of legislative grace and, as such, they are to be strictly and reasonably construed. . . ."). Further, because such statutes derogate common law treatment of interlocutory orders, they must be narrowly applied. *See Eades v. Palmetto Cardiovascular & Thoracic, PA*, 422 S.C. 196, 201, 810 S.E.2d 848, 850 (2018).

1. No Provision of Section 14-3-330 of the South Carolina Code of Laws Statutorily Deems Stay Orders Compelling Arbitration to Be Immediately Appealable.

The only exemption in Section 14-3-330 advanced by Petitioner is Section 14-3-330(4)'s exemption for an order "granting, continuing, modifying, or refusing an injunction." (Pet. 20–22 (quoting S.C. Code Ann. § 14-3-330(4)).) Simply put, Petitioner contends that the order compelling him to arbitration actually constitutes an injunction because it "enjoin[s] him from pursuing his claims in court." (*Id.* at 21.) Petitioner does not argue that any other subsection of Section 14-3-330 applies to orders compelling arbitration, and none do.

Stay orders compelling arbitration are not injunctions, and South Carolina caselaw does not recognize them as such. The reason is simple, as the Georgia Court of Appeals has explained:

> The grant of an application to compel arbitration is not equitable in nature, but operates merely to stay further proceedings in a pending action when entered by the court in which the action is pending and is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants. Consequently, [an] order granting [a defendant]'s motion to compel arbitration does not constitute an equitable injunction directly appealable . . . , but resolves an interlocutory matter[.]

McAllaster v. Merrill Lynch, Pierce, Fenner & Smith, Inc., 443 S.E.2d 9, 10 (Ga. Ct. App. 1994) (cleaned up).[8] Notwithstanding Petitioner's suggestion to the contrary, the Georgia Court of Appeals did not base this decision on any "rejected policy favoring arbitration."[9] (*See* Pet. 22 n.7.)

[8] This decision is conspicuously absent from Petitioner's compilation of scattered decisions from other states. (*See* Pet. 21–22 (citing caselaw from Illinois, the District of Columbia, and the Fourth Circuit Court of Appeals).) What's more, the cases cited by Petitioner do not all stand for the proposition which Petitioner now advances. *See, e.g., Kansas Gas & Elec. Co. v. Westinghouse Elec. Corp.*, 861 F.2d 420, 422 (4th Cir. 1988) (holding that "orders ***denying*** arbitration"—not orders ***compelling*** arbitration—have "an injunctive effect" (emphasis added)).

[9] Nor did many of the other decisions cited by Petitioner (Pet. 22 n.7). *See, e.g., Stoebner v. Konrad*, 914 N.W.2d 590, 595 (S.D. 2018) (emphasizing that the dismissal of the appeal rested on the plain statutory language governing appellate jurisdiction, not merely on a general policy favoring arbitration); *Elm Creek Villas Homeowner Ass'n v. Beldon Roofing & Remodeling Co.*, 940 S.W.2d 150, 155 (Tex. App. 1996) (rejecting appellant's attempt to bootstrap immediate

Rather, the *McAllaster* court based its decision simply on the "nature" of orders compelling arbitration. *See McAllaster*, 443 S.E.2d at 10.

Ultimately, stay orders compelling arbitration are not "injunctive" in the relevant sense of that term. After all, when a court compels arbitration, the court is not actually ***enjoining*** anyone or anything in the relevant sense; the court simply is telling the parties that it will not hear the merits of the dispute presented because they have agreed for an arbitrator to do so:

> The definition of injunction does not include "restraints or directions in orders concerning the ***conduct of the parties or their counsel, unrelated to the substantive issues in the action, while awaiting trial.***" . . . A court ruling . . . staying litigation and compelling arbitration principally relates to the procedural staging of the pending case and establishes the order in which the proceedings will be conducted. Moreover, any other conclusion would breed a curious and . . . unjustified result. A stay pending arbitration forces a plaintiff either to arbitrate the dispute or to forego his legal remedies. Since the second option is almost always unacceptable, the stay has the same practical effect as an order compelling the party to arbitrate.

Abernathy v. S. California Edison, 885 F.2d 525, 528 (9th Cir. 1989) (emphasis added); *see also Bates v. 84 Lumber Co., L.P.*, 205 F. App'x 317, 326 (6th Cir. 2006) (declining to "recharacterize the district court's order compelling arbitration and granting a stay as an interlocutory order granting or denying an injunction which is immediately appealable"); *De Fuertes v. Drexel, Burnham, Lambert, Inc.*, 855 F.2d 10, 11 (1st Cir. 1988); *Nordin v. Nutri/Sys., Inc.*, 897 F.2d 339, 342 n.2 (8th Cir. 1990); *cf. Medtronic AVE, Inc. v. Advanced Cardiovascular Sys., Inc.*, 247 F.3d 44, 52 (3d Cir. 2001).

Troublingly, under Petitioner's sweeping view of an "injunction," almost any interlocutory order would qualify—even discovery orders compelling production would constitute an injunction

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appeal of order compelling arbitration onto order denying request for injunction); *Fayette Cnty. Farm Bureau Fed'n v. Martin*, 758 S.W.2d 713, 714 (Ky. Ct. App. 1988) (dismissing appeal as it did not fall under statutory grounds for appeal and declining to "legislate" in "what [the legislature] purposely left out").

because they force a party to give the other side documents. *See, e.g., U.S. ex rel. Rahman v. Oncology Assocs., P.C.*, 198 F.3d 502, 507 (4th Cir. 1999) ("But, of course, not all orders commanding conduct are injunctions of the type that Congress intended to make appealable under [28 U.S.C.] § 1292(a)(1). For example, an order compelling discovery involves an interlocutory command that may be subject to the contempt power of the court, yet such an order is not thought to be cognizable under § 1292(a)(1)."); *Richardson v. Halcyon Real Est. Servs., LLP*, 439 S.C. 419, 427, 887 S.E.2d 153, 157 (Ct. App. 2023) ("MTB's argument that the Sanctions Order is immediately appealable because the circuit court's prohibition on conduct in violation of Rule 30(j)(8) was in the nature of an injunction is without merit."); *Est. of Owens by & through McCraw v. Fundamental Clinical & Operational Servs., LLC*, No. 2020-001107, 2023 WL 4618325, at *2 (S.C. Ct. App. July 19, 2023) ("The possibility of disclosure of confidential information pursuant to a Confidentiality Order does not make the order immediately appealable. . . . Appellants' opposition to the Confidentiality Order did not transform a discovery issue into an injunction.").

Thus, orders compelling arbitration do not qualify for exemption from South Carolina's standard treatment of interlocutory orders under Section 14-3-330(4)'s exemption of injunctions. Indeed, that statutory exemption would derogate common law treatment of interlocutory orders and must be strictly construed. *See Eades*, 422 S.C. at 201, 810 S.E.2d at 850.

2. Section 15-48-200 of the South Carolina Code Statutorily Deems Certain Arbitration-Related Orders to Be Immediately Appealable Despite Their Interlocutory Nature, but Not Orders Compelling Arbitration.

Section 15-48-200 of the South Carolina Code of Laws does not exempt orders compelling arbitration from their status as interlocutory orders that cannot be immediately appealed. As noted above, "[t]he determination of whether a party may immediately appeal an order issued before or during trial is governed primarily by S.C. Code Ann. § 14-3-330 . . . . Absent a specialized statute,

an order must fall into one of several categories set forth in Section 14-3-330 in order to be immediately appealable." *Cap. U-Drive-It*, 369 S.C. at 6, 630 S.E.2d at 467; *see* S.C. Code Ann. § 14-3-330. By enacting Section 15-48-200, the General Assembly statutorily designated certain arbitration-related orders to be immediately appealable even if they were interlocutory by nature. *See* S.C. Code Ann. § 15-48-200.

However, "Section 15-48-200 does not expressly permit an appeal from an order granting an application to compel arbitration or from an order to stay claims pending arbitration." *Carolina Care Plan*, 361 S.C. at 558, 606 S.E.2d at 759. Indeed, though designating certain arbitration-related orders as immediately appealable (including orders ***denying*** motions to compel arbitration), the General Assembly chose to exclude orders ***compelling*** arbitration from the list set forth in Section 15-48-200. *See* S.C. Code Ann. § 15-48-200(a)(1). As this Court has previously recognized, the effect of the General Assembly's omission is clear: An "order compelling arbitration of [a Petitioner's] claims against [defendants] and staying the remaining claims is not immediately appealable." *See Carolina Care Plan*, 361 S.C. at 558, 606 S.E.2d at 759; *Widener*, 381 S.C. at 524, 674 S.E.2d at 174 (affirming that "an order compelling arbitration and staying the remaining claims is not immediately appealable.").

Importantly, this specific conclusion about orders compelling arbitration (which are interlocutory by nature) is true even if, in passing Section 15-48-200, the General Assembly did not intend to declare categorically that ***all*** orders not listed therein are not immediately appealable—as some caselaw could be interpreted to suggest. *See Toler's Cove*, 355 S.C. at 610, 586 S.E.2d at 584 ("[A]ll orders relating to arbitration not mentioned in S.C. Code Ann. § 15-48-200(a) . . . are not immediately appealable."). Thus, Petitioner's misguided discussion of the interplay between the general provisions of Section 14-3-330 and the arbitration-specific

provisions of Section 15-48-200 is irrelevant.[10] (*See* Pet. 11–12.)

Accordingly, nothing in Section 15-48-200 statutorily designates orders compelling arbitration as immediately appealable despite their interlocutory nature.

D. There Is No Caselaw Conflict or Confusion on the Interlocutory Nature of Orders Compelling Arbitration.

Petitioner further suggests that *certiorari* is necessary to clarify the interplay of two decisions of this Court: *Heffner v. Destiny, Inc.*, 321 S.C. 536, 471 S.E.2d 135 (1995), and *Palmetto Construction Group, LLC v. Restoration Specialists, LLC*, 432 S.C. 633, 856 S.E.2d 150 (2021). Specifically, Petitioner asks this Court to deem *Heffner*'s holding implicitly abrogated by *Palmetto Construction* because *Palmetto Construction* disclaimed the pro-arbitration policy noted (but not relied upon) in *Heffner*. *Certiorari* is not necessary because there is no conflict or confusion over the interlocutory nature of orders compelling arbitration.

1. Orders Compelling Arbitration Are Interlocutory, and No Statute Specially Designates Them as Immediately Appealable.

For the reasons detailed above, orders compelling arbitration are interlocutory, and no statute specially designates them as immediately appealable. Neither *Heffner* nor *Palmetto Construction* could (nor do they attempt to) change these basic principles. And *certiorari* is not necessary to restate these basic principles. Therefore, no analysis of these decisions' interplay is

[10] Specifically, Petitioner appears to suggest that the omission of orders compelling arbitration from the text of Section 15-48-200 is the only reason that such orders cannot be appealed immediately. (*See* Pet. 11–12.) He has it backwards: As detailed above, orders staying a case and compelling arbitration are interlocutory; they are not immediately appealable ***unless*** a statute designates them as such. Section 15-48-200 does not designate them as such (nor does any other statute), so such orders compelling arbitration are not immediately appealable. This rule does not rest on the view that the General Assembly categorically intended to render all arbitration-related orders not immediately appealable, as some language in *Toler's Cove* could be interpreted to suggest. (Pet. 11–12.) Rather, this rule rests on the interlocutory nature of orders compelling arbitration—and the absence of any statute specially designating them as immediately appealable.

necessary to resolve the questions presented in the Petition.

2. *Heffner* Based Its Decision Not on Abstract Policy Principles but on the Plain Language of a Statute Adopted by the General Assembly.

Petitioner suggests that *certiorari* is needed to clarify whether *Heffner*'s determination that orders compelling arbitration are not immediately appealable survives *Palmetto Construction*'s disavowal of any pro-arbitration policy in South Carolina. But *certiorari* is unnecessary because *Heffner* did not base its decision on any abstract pro-arbitration policy principle: Rather, *Heffner* based its decision on the plain language of a statute adopted by the General Assembly.

In *Heffner*, this Court dismissed the appeal of an order staying litigation and compelling arbitration. 321 S.C. at 537, 471 S.E.2d at 136. It did so on the basis of the General Assembly's passage of Section 15-48-200, the intent of which reflected the South Carolina legislature's attitudes on arbitration when the Uniform Arbitration Act was passed in 1978:

> The policy of the United States and this State is to favor arbitration of disputes. Consistent 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. Section 15-48-200(a) provides as follows: An appeal may be taken from: [certain enumerated orders]. By application of the rule of statutory constructions "expressio unius est exclusio alterius" (the mention of one is the exclusion of another), all other orders related to arbitration are not immediately appealable. Therefore, ***the order in this case, which stays this action and compels arbitration, is not immediately appealable under § 15-48-200***.

Id. at 537–38, 471 S.E.2d at 136 (emphasis added; citation sentences omitted); *see also Towles*, 338 S.C. at 34, 524 S.E.2d at 842 ("This preference for arbitration has ***manifested itself in legislation*** and judicial decisions supporting the expeditious appeal of decisions denying an application to compel arbitration." (emphasis added)).

Critically, *Heffner* did not base its decision on any pro-arbitration ***policy*** lurking within judiciary decision-making (notwithstanding Petitioner's suggestion otherwise). (*Compare* Pet. 10 ("With this ***policy*** in mind, *Heffner* next held that [Section] 15-48-200 . . . controls over the general

appealability statute . . . ." (emphasis added)).) Rather, *Heffner* based its decision on a ***statute***, applying basic rules of construction and enacting the will of the legislature embodied in Section 15-48-200. *See Gilstrap v. S.C. Budget & Control Bd.*, 310 S.C. 210, 213, 423 S.E.2d 101, 103 (1992) ("The primary rule of statutory construction is to ascertain and effectuate the intent of the Legislature. . . . A provision should be given a reasonable and practical construction consistent with the purpose and policy of the Act."). No subsequent change in arbitration ***policy*** could upend a ***statute*** enacted by the General Assembly—and thus, no subsequent change in arbitration policy could upend *Heffner*, which faithfully applied such a statute. Nor could any superfluous statement of a pro-arbitration policy in *Heffner* undermine *Heffner*'s binding holding on the plain statutory language of Section 15-48-200. *See Gordon v. Lancaster*, 425 S.C. 386, 395, 823 S.E.2d 173, 177 (2018) (Few, J., concurring) ("[B]ecause the Court's expansive statement was not necessary to the decision of the case, the statement is dictum. . . . Dictum is not the law.") Therefore, any subsequent policy change made by *Palmetto Construction* does not disturb the holding or rationale of *Heffner* because *Heffner* applied a statute (not a policy).

3. *Palmetto Construction* Did Not Repeal the General Assembly's Passage of Section 15-48-200 and Has No Bearing on the Interlocutory Nature of Orders Compelling Arbitration under South Carolina Law.

In *Palmetto Construction*, this Court held that an order refusing to set aside an entry of default is not immediately appealable. 432 S.C. 633, 856 S.E.2d 150. There, a master in equity placed debtor defendants in default for failing to answer and refused to set that default aside. *Id.* at 635, 856 S.E.2d at 151. The Court of Appeals dismissed the debtors' appeal, reasoning that the order refusing to set aside default was not immediately appealable and its preclusive effect on the motion to compel arbitration did not affect its appealability. *Id.* The debtor defendants then petitioned this Court for a writ of certiorari, claiming that the master's order was "immediately

appealable" because it precluded and denied their motion to compel arbitration. *Id.* According to the debtor defendants, the judicial policy "to favor arbitration of disputes" altered the interlocutory nature of the trial court's order refusing to set aside default. *Id.*

This Court disagreed and affirmed the Court of Appeals' dismissal. *Id.* First, the Court found that "there is nothing in the law of arbitration that affects the immediate appealability of an order refusing to set aside an entry of default"; in other words, "the fact [that] the order effectively preclude[d] the defaulting party's effort to arbitrate the claim d[id] not change whether the order may be immediately appealed." *Id.* Next, the Court clarified that South Carolina has no policy "favoring" arbitration. *Id.* at 639, 856 S.E.2d at 153. This Court declared that, instead, South Carolina's policy merely requires "courts [to] respect and enforce a contractual provision to arbitrate as it respects and enforces all contractual provisions." *Id.* Nothing in this arbitration-neutral policy, however, could make an interlocutory order refusing to set aside default immediately appealable—even if that order indirectly "prevent[ed] the defendants from requesting the court to compel arbitration." *Id.*

Palmetto Construction's clarification of South Carolina's arbitration-neutral policy has no impact on the interlocutory nature of orders compelling arbitration. On the contrary, *Palmetto Construction* reaffirms the rule that interlocutory orders (whether orders refusing to set aside default or orders compelling arbitration) ***cannot*** become immediately appealable unless expressly designated as such by statute. Therefore, *Palmetto Construction* neither conflicts with *Heffner* nor upends the interlocutory nature of orders compelling arbitration.

E. Even if Orders Compelling Arbitration Were Final, Section 15-48-200 Forecloses Their Appealability Prior to Completion of Arbitration.

For the reasons detailed above, orders staying a case and compelling arbitration are interlocutory and not immediately appealable. And as further detailed above, no statute specially

designates them as immediately appealable despite their interlocutory nature. Nevertheless, even if orders compelling arbitration were immediately appealable by nature, Section 15-48-200 of the South Carolina Code of Laws would statutorily designate them otherwise. *See Heffner*, 321 S.C. at 537–38, 471 S.E.2d at 136; *Toler's Cove*, 355 S.C. at 610, 586 S.E.2d at 584.

As noted above, Section 15-48-200 provides that "[a]n appeal may be taken from" a list of six arbitration-related orders. *See* S.C. Code Ann. § 15-48-200(a). "By application of the rule of statutory construction "expressio unius est exclusio alterius" (the mention of one is the exclusion of another), all other orders related to arbitration are not immediately appealable." *Heffner*, 321 S.C. at 537–38, 471 S.E.2d at 136; *Toler's Cove*, 355 S.C. at 610, 586 S.E.2d at 584 ("The court's order compelling arbitration is not immediately appealable under South Carolina law because *Heffner* held all orders relating to arbitration not mentioned in [Section 15-48-200(a)] are not immediately appealable."). Omitted from Section 15-48-200(a)'s list are orders compelling arbitration. *See id.* Thus, even if Petitioner's premise that orders compelling arbitration are immediately appealable were correct, Section 15-48-200(a)'s exclusion of them from its list of appealable arbitration-related orders would statutorily declare them not immediately appealable.

Petitioner suggests that this statutory interpretation of Section 15-48-200(a) from *Heffner* cannot stand following *Palmetto Construction*'s disavowal of any pro-arbitration policy. (Pet. 11–13.) But, again, *Heffner* did not base its conclusion on any ***policy*** favoring arbitration; rather, *Heffner* based its conclusion on basic principles of ***statutory*** construction applied to Section 15-48-200(a). Petitioner suggests that, before *Palmetto Construction*'s disavowal of any pro-arbitration policy, the general appealability provisions in Section 14-3-330 conflicted with the arbitration-specific appealability provisions of Section 15-48-200. (Pet. 11.) This position is nonsensical: Both before and after *Palmetto Construction*, Section 15-48-200 has set forth the list

of appealable arbitration-related orders. No judicial policy could change the General Assembly's intent in passing Section 15-48-200 (and again, neither *Heffner* nor *Toler's Cove* suggest as much).

Petitioner's confused rereading of Section 15-48-200 defies logic. Petitioner elsewhere concedes that this Court "must presume [that] the legislature did not intend a futile act, but rather intended its statutes to accomplish something." (Pet. 12 n.4 (quoting *Denene, Inc. v. City of Charleston*, 352 S.C. 208, 212, 574 S.E.2d 196, 198 (2002)).) Yet, Petitioner's interpretation of Section 15-48-200 would have this Court flout his own maxim: According to Petitioner, the General Assembly's passage of Section 15-48-200 did nothing whatsoever—it simply acknowledged that "certain orders involving arbitration . . . are appealable." (*Id.* at 11–12.) This suggestion cannot be true. Rather, as this Court has twice reasoned, the General Assembly passed Section 15-48-200(a) in order to enumerate the arbitration-related orders that are immediately appealable—but omitted stay orders compelling arbitration from that list. *See Heffner*, 321 S.C. at 537–38, 471 S.E.2d at 136 ("By application of the rule of statutory construction 'expressio unius est exclusio alterius' . . . , all other orders related to arbitration are not immediately appealable. . . . Therefore, the order in this case, which stays this action and compels arbitration, is not immediately appealable under § 15-48-200."); *Toler's Cove*, 355 S.C. at 610, 586 S.E.2d at 584 ("The court's order compelling arbitration is not immediately appealable under South Carolina law because *Heffner* held all orders relating to arbitration not mentioned in S.C. Code Ann. § 15-48-200(a) . . . are not immediately appealable.").

Accordingly, even if orders compelling arbitration were immediately appealable by nature, Section 15-48-200 of the South Carolina Code of Laws would statutorily designate them otherwise.

II. This Court Should Not Grant *Certiorari* Because the Interlocutory Nature of Orders Compelling Arbitration Does Not Violate the United States or South Carolina Constitution.

This Court should not grant *certiorari* because the interlocutory nature of orders compelling arbitration does not violate the United States or South Carolina Constitution. Petitioner contends that *Palmetto Construction*'s disavowal of any pro-arbitration judicial policy renders South Carolina's settled statutory classification of orders compelling arbitration as interlocutory unconstitutional. (Pet. 13–14.) Petitioner is wrong.

For the reasons detailed above, orders compelling arbitration are not immediately appealable, and that status does not constitute a violation of the United States or South Carolina Constitutions. The Colorado Court of Appeals reached this same conclusion when dismissing a similar appeal for lack of jurisdiction:

> [Appellants] contend [that Colorado's arbitration act] violates equal protection because it permits an interlocutory appeal of a trial court's order *denying* a motion to compel arbitration, but does not permit the appeal of an order *granting* a motion to compel arbitration. We disagree. . . . Because appellants have not shown the statute arbitrarily singles out a group of persons for disparate treatment in comparison to other persons similarly situated, we conclude the [appellate] provisions . . . , which allow an interlocutory appeal of an order denying a motion to compel arbitration but do not authorize an interlocutory appeal of an order compelling arbitration, are rationally based, and do not violate equal protection.

See Ferla v. Infinity Dev. Assocs., LLC, 107 P.3d 1006, 1008 (Colo. App. 2004). Petitioner fails to provide any meaningful argument otherwise.

To be clear, notwithstanding Petitioner's suggestion otherwise, here "[t]he basis for allowing appeals only from orders denying arbitration" is ***not a "policy"*** favoring arbitration—the basis is the ***plain legislative intent*** of Section 15-48-200(a). *See Heffner*, 321 S.C. at 537–38, 471 S.E.2d at 136; *Toler's Cove*, 355 S.C. at 610, 586 S.E.2d at 584. Petitioner does not appear to

contend that Section 15-48-200(a) itself is unconstitutional,[11] but the "disparate treatment" generically claimed by him reduces simply to enforcement of that statute. Petitioner has not attempted to (nor could he) demonstrate that Section 15-48-200 violates either the United States or South Carolina Constitutions. After all, he concedes that no "suspect class is implicated," and he fails to demonstrate that the General Assembly's distinction between orders compelling arbitration and other arbitration-related orders is "irrational and unjustified" or "without any reasonable basis." (*See* Pet. 13 (quoting *City of Beaufort v. Holcombe*, 369 S.C. 643, 649, 632 S.E.2d 894, 897 (Ct. App. 2006)).) Petitioner repeatedly contracted to arbitrate his claims, and "courts must respect and enforce a contractual provision to arbitrate as it respects and enforces all contractual provisions." *Palmetto Constr. Grp.*, 432 S.C. at 639, 856 S.E.2d at 153.

Petitioner's appeal poses no "substantial constitutional issues." *See* Rule 242(b)(4), SCACR. Accordingly, this Court should deny his Petition.

III. This Court Should Not Grant *Certiorari* Because the Substantive Issues Are Not Capable of Repetition.

This Court should not grant *certiorari*, because the substantive legal issues presented are well settled and the unique factual issues are not capable of repetition. Put simply, South Carolina law requires Petitioner, a sophisticated businessman who chose to sign multiple arbitration agreements with LPL when he opened accounts there, to arbitrate his claims against LPL. *See Weldon v. Dominion Clemson, LLC*, No. 2023-000033, 2025 WL 1328815, at *2 (S.C. Ct. App. May 7, 2025) ("We do not reach the merits of [Petitioner]'s issues on appeal because we find these issues are not capable of repetition and do not need to be addressed. . . . Precedent already exists

[11] (*But see* Pet. 14 ("It is the duty of this Court, not the legislature, to determine the ***constitutionality of a statute***." (emphasis added) (quoting *Joseph v. SCDLLR*, 417 S.C. 436, 453, 790 S.E.2d 763, 772 (2016)).)

regarding the legal issues [that Petitioner] raises on appeal.").

First, there is no question under South Carolina law that Petitioner's Arbitration Agreements with LPL are enforceable under *Damico v. Lennar Carolinas, LLC*, 437 S.C. 596, 879 S.E.2d 746 (2022). (*Compare* Pet. 23.) "[T]o constitute unconscionability, the contract terms must be so oppressive that no reasonable person would make them and no fair and honest person would accept them." *Damico*, 437 S.C. at 612, 879 S.E.2d at 755 (addressing arbitration agreements in context of homeowners' defective construction claims against developers). Even "adhesive contracts are not unconscionable" if their "terms are even-handed." *Id.* at 614, 879 S.E.2d at 756 (emphasis omitted). Petitioner is a sophisticated businessman who repeatedly executed agreements to arbitrate any disputes with his financial firms before the Financial Industry Regulatory Authority. For the reasons detailed in the trial court's order, Petitioner has failed to demonstrate that the terms of his agreement with LPL were not "even-handed" or "so oppressive that no reasonable person would make them and no fair and honest person would accept them." *Id.* at 612, 614, 879 S.E.2d at 755, 756.

Next, Petitioner contends that he "has no meaningful opportunity for review" of the circuit court's decision. (Pet. 23.) But, as detailed above, well-settled South Carolina law prevents the immediate appeal of a stay order compelling arbitration. What's more, well-settled South Carolina law equally acknowledges that parties agreeing to arbitration voluntarily elect to forego wholesale review. *See Grp. III Mgmt., Inc. v. Suncrete of Carolina, Inc.*, 425 S.C. 141, 150, 819 S.E.2d 781, 785 (Ct. App. 2018) ("The award is presumptively correct, and it is the general rule that the courts will refuse to review the merits of an arbitration award. . . . Opening up arbitral awards to myriad legal challenges would eventually reduce arbitral proceedings to the status of preliminary hearings. Parties would cease to utilize a process that no longer had finality. To avoid this result, courts

have resisted temptations to redo arbitral decisions. Arbitrators do not act as junior varsity trial courts where subsequent appellate review is readily available to the losing party." (cleaned up)). No intervention from this Court is necessary to reiterate this elementary principle of law.

Further, Petitioner hypothesizes that his arbitrations will not proceed on coordinated schedules. (Pet. 23.) Currently, however, Petitioner has not filed any arbitrations whatsoever—leaving this suggestion speculative and hypothetical. What's more, if Petitioner had filed an arbitration claim, then he himself would be able to participate in deciding any scheduling issues. Ultimately, the concerns raised by Petitioner to this Court are nothing more than expressions of frustration with the various procedural provisions of the Uniform Arbitration Act—a statute which the General Assembly chose to enact. (*Id.* (lamenting the sequencing of modification applications under S.C. Code Ann. § 15-48-120 to -140).) Of course, this Court cannot override the legislature's decision merely because Petitioner might regret his contractual commitments. *See S.C. Pub. Int. Found. v. Wilson*, 447 S.C. 203, 217, 924 S.E.2d 163, 170 (2025) ("[C]ourts must be aware that their duties and responsibilities are limited to the interpretation of a statute, and [they] cannot rewrite a statute to suit our own policy preferences.").

Moreover, the number of and variation among the parties in this case is atypical of arbitration disputes and not readily repeatable. In this action, Petitioner chose to name as defendants every entity with whom his investment advisor Dougherty was affiliated during the relevant period—including an individual (John A. Dougherty); four Wells Fargo entities (Wachovia Securities Financial Holdings, LLC; Wells Fargo Clearing Services, LLC; Wells Fargo & Company; and Wells Fargo Bank, N.A.); and one unrelated investment firm (LPL). Petitioner knew before suit that he had agreed to arbitrate his claims with certain of these defendants, and Petitioner knew before suit that he had agreed to arbitrate his claims against these defendants in

specific forums: FINRA and AAA. Yet, Petitioner chose to disregard those agreements and file a single suit in the Court of Common Pleas—now complaining that the trial court "splintered" that unlawful conglomeration. (Pet. 23.) This complex multiparty scenario arises infrequently in the investment mismanagement context and is not capable of repetition.

Accordingly, this Court should not grant *certiorari*, because the substantive legal issues presented are well settled and the unique factual issues are not capable of repetition.

CONCLUSION

This Court should deny the Petition because it provides no "special and important reasons" for reviewing the decision of the Court of Appeals. The trial court rightly found that South Carolina law requires Petitioner, a sophisticated businessman who chose to sign multiple arbitration agreements with LPL when he opened accounts there, to arbitrate his claims against LPL. The Court of Appeals likewise rightly found that the trial court's stay order compelling arbitration was not immediately appealable.

Respectfully submitted,

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