



State of South Carolina
The Circuit Court of the Third Judicial Circuit

R. FERRELL COTHRAN, JR.
JUDGE

16 SOUTH BROOKS STREET
MANNING, SOUTH CAROLINA 29102
TELEPHONE: (803) 435-2450
FAX: (803) 435-2461
E-MAIL: rcothran@scjccourts.org

RECORDED
2014 DEC -2 PM 1:37
JAMES P. CAMPBELL
CLERK OF COURT
SUMMER COUNTY, S.C.

To: Sherry Yow
From: R. Ferrell Cothran, Jr.
Date: December 1, 2014
Re: Drummond vs. Wells Fargo
Case No.: 2013-CP-43-1888

Please file the original *Order Granting Defendants' Motion to Compel Arbitration and Stay Action* and send certified copies out to all counsel of record.

STATE OF SOUTH CAROLINA **RECORDED** IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER 2014 DEC -2 PM 1:37 THIRD JUDICIAL CIRCUIT

JAMES C. CAMPBELL
CLERK OF COURT CASE NO: 2013-CP-43-1888
SUMTER COUNTY, S.C.

**DANIEL CHRISTOPER DRUMMOND, as
Personal Representative of the ESTATE OF
DANIEL D. DRUMMOND,**

Plaintiff,

v.

**WELLS FARGO ADVISORS, LLC and
CHARLES BURGESS JAMES, III,**

Defendants.

**ORDER GRANTING DEFENDANTS'
MOTION TO COMPEL
ARBITRATION AND STAY ACTION**

THIS CAUSE came before the undersigned Circuit Judge at a hearing on March 18, 2014, at the Sumter County Courthouse, Sumter, South Carolina, on Defendants' Wells Fargo Advisors, LLC and Charles Burgess James, III's Motion to Compel Arbitration and Stay Action. Present on behalf of the Plaintiff were Messrs. Richard Rosen and Andrew Gowdown, of the law firm of Rosen, Rosen & Hagood, LLC. Present on behalf of the Defendants was Mr. Stephen Cox, of the law firm of Robinson Bradshaw & Hinson, P.A.

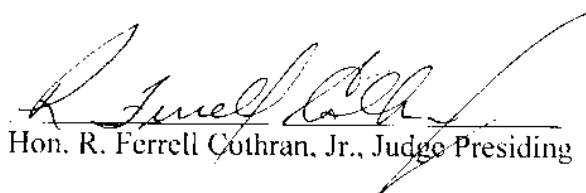
Having considered the motion, the relevant authorities, and the contentions of the parties at the hearing, the Court concludes that the arbitration provision contained in the "IRA Custodial Agreement" executed by Plaintiff-Decedent Daniel D. Drummond on May 1, 2006 is an enforceable agreement to arbitrate the disputes raised in this action pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*

The issue of the decedent's competency was raised at the March 18, 2014 hearing in reference to his ability to enter into and be bound by the arbitration agreement provision contained in the "Client Agreement" executed by Plaintiff-Decedent Daniel D. Drummond on

November 24, 2009. While evidence was presented that calls into question the Plaintiff-Decedent Daniel D. Drummond's ability to enter into a binding contract in 2009, the Court finds that the 2006 agreement between the parties is binding and at that time his competency was not in question. As a successor-in-interest to the 2006 agreement, the defendants are entitled to enforce the arbitration provision therein, therefore rendering the question of the enforceability of the 2009 agreement moot.

IT IS HEREBY ORDERED that Defendants' Motion to Compel Arbitration and Stay Action is GRANTED. No later than sixty days from the date of this order, Plaintiff Daniel Christopher Drummond shall submit all claims against Defendants in this action to binding arbitration before the Financial Industry Regulatory Authority. This Court shall retain jurisdiction over this action for the purpose of entering judgment on any arbitration award that may result from such proceeding.

IT IS SO ORDERED this 7 day of December, 2014.


Hon. R. Ferrell Cothran, Jr., Judge Presiding