

Award
FINRA Office of Dispute Resolution

In the Matter of the Arbitration Between:

Claimant

████████████████████

Case Number: ██████████

vs.

Respondent

Raymond James Financial Services, Inc.

Hearing Site: Charlotte, North Carolina

Nature of the Dispute: Associated Person vs. Member

REPRESENTATION OF PARTIES

For Claimant ██████████ Dochter Kennedy, Esq., AdvisorLaw, LLC,
Broomfield, Colorado.

For Respondent Raymond James Financial Services, Inc. ("RJFS"): Brandy Pikus, Esq.,
Raymond James & Associates, Inc., Saint Petersburg, Florida.

CASE INFORMATION

Statement of Claim filed on or about: August 29, 2016.
Dean Bennett Williamson signed the Submission Agreement: August 29, 2016.

Statement of Answer filed by Respondent on or about: September 21, 2016.
Raymond James Financial Services, Inc. signed the Submission Agreement:
September 7, 2016.

CASE SUMMARY

In the Statement of Claim, Claimant asserted the cause of action of inaccurate reporting on his Central Registration Depository ("CRD") record. The cause of action relates to two separate complaints filed by customers, Occurrence No. ██████████ ("Complaint 1") in connection with a settled FINRA Arbitration, Case No. ██████████, Customers vs. Raymond James Financial Services, Inc., et al. (the "underlying arbitration"), and Occurrence No. 1527944 ("Complaint 2"), recorded by Respondent on Claimant's CRD record.

In the Statement of Answer, Respondent did not object to the expungement request.

RELIEF REQUESTED

In the Statement of Claim, Claimant requested: expungement of all references to Complaints 1 and 2 from Claimant's CRD record; an award of damages in the amount

of \$1.00; and any and all other relief that the Arbitrator deemed just and equitable.

In the Statement of Answer, Respondent did not delineate any specific requests.

OTHER ISSUES CONSIDERED AND DECIDED

The Arbitrator acknowledges that he has read the pleadings and other materials filed by the parties.

On or about December 21, 2016, Claimant filed with FINRA Office of Dispute Resolution proof of service of the Statement of Claim to the customers in Complaints 1 and 2, and advised them of their right to participate in the expungement hearing (the "Notice"). Specifically, Claimant mailed the notice to one of the customers in Complaint 1 and later discovered that he had passed away. Claimant attempted to contact by telephone the second customer in Complaint 1 and did not receive any response. The customers in Complaint 1 were husband and wife and the Notice went to the same address where the wife is believed to reside. The wife did not appear at the expungement hearing. The customer in Complaint 2 was also mailed a copy of the Notice and did not submit a response or appear at the expungement hearing. The Arbitrator determined that the customers in Complaints 1 and 2 were served with the Statement of Claim and the Notice.

The Arbitrator conducted a recorded telephonic hearing on February 7, 2017, so the parties could present oral argument and evidence on Claimant's request for expungement. Respondent appeared through counsel at the expungement hearing and made a brief statement that it did not contest the request for expungement. Respondent's counsel then requested to be excused from the hearing and the request was granted.

At the conclusion of the recorded telephonic hearing on February 7, 2017, the Arbitrator requested additional information on locating a copy of the settlement agreement for Complaint 1. Claimant documented his efforts to obtain a copy of the settlement agreement, but was not able to secure a copy. The settlement agreement was not retained by Claimant, Respondent RJFS or the attorney for Respondent RJFS.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's request for monetary damages in the amount of \$1.00 is denied.
2. The Arbitrator recommends the expungement of all references to Occurrences No. [REDACTED] and [REDACTED] from registration records maintained by the CRD, for Claimant [REDACTED] (CRD # [REDACTED]), with the understanding that, pursuant to Notice to Members 04-16, Claimant must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by FINRA, parties seeking judicial confirmation of an arbitration award containing expungement relief must name FINRA as an additional party and serve FINRA with all appropriate documents.

Pursuant to Rule 13805 of the Code of Arbitration Procedure (the "Code"), the Arbitrator has made the following Rule 2080 affirmative findings of fact:

The claim, allegation, or information is factually impossible or clearly erroneous;

The registered person was not involved in the alleged investment-related sales practice violation, forgery, theft, misappropriation, or conversion of funds; and

The claim, allegation, or information is false.

The Arbitrator has made the above Rule 2080 findings based on the following reasons:

The Statement of Claim has two different customer complaints that Claimant has requested be expunged from his BrokerCheck® report. While the Arbitrator has recommended that both complaints be expunged from Claimant's record, each complaint will be explained separately.

1. Complaint 1:

The Arbitrator recommends expungement based on Standard 2 and 3 of Rule 2080. The great preponderance of the evidence presented shows that Claimant was not involved in the alleged sales practice violation that was the subject of the filing of the Statement of Claim by the customers in the underlying arbitration. The customers claimed that they had lost money based on their not being informed of the risks of margin purchases and option trading and that they wanted straight stock purchases of conservative issues. The evidence proved that this claim was false.

The accounts in question were opened and worked by another financial advisor, who worked for and was supervised by Claimant. Claimant did not participate in placing orders or purchases and did not advise the customers. The other financial advisor denied all the allegations of wrongful actions, but unfortunately died before the arbitration hearing. Claimant reviewed all actions taken by the other financial advisor and agreed that the financial advisor performed his duties correctly and that the customers' claims were false.

Claimant provided evidence that the customers wanted to trade in margin purchases and option trading, knowing full well of the risk of loss. The customers' Options Account Agreement stated a high risk tolerance with purchase of stock options and covered call writing. One of the customers also wrote a letter dated August 14, 2000, to Respondent RJFS stating, "I have recently submitted my Option Agreement and Suitability form to trade options in my account." He also stated that "I am fully aware of the risks

involved in options trading and understand that I may sustain the loss of my investment principal."

2. Complaint 2:

The Arbitrator recommends expungement based on Standard 1 of Rule 2080. The great preponderance of the evidence presented shows that the customer's claim in Complaint 2, that Claimant recommended an insurance policy not appropriate for her needs, is clearly erroneous. The customer along with her estate planning attorney consulted with Claimant to combine her life insurance policies into one policy for several reasons - the main reason being to remove these funds from the customer's estate to benefit her family. Claimant helped the customer to consolidate her insurance policies and explained the action with her and her attorney. After the policies were consolidated, the customer regretted her decision, and on August 11, 2010, wrote Respondent RJFS a formal complaint.

Respondent RJFS investigated the customer's claim and responded to the customer with a letter dated October 26, 2010, in which it stated the following: "... after reviewing the matter we do not believe Mr. Williamson was part of any wrongdoing. We believe he provided you with the required written disclosure and attempted to properly explain the policy to you while working in conjunction with your estate planning attorney."

Claimant testified that he gave the customer complete disclosure and acted in her interest as she requested. Claimant also stated that no further action in this matter was taken by the customer, no legal action taken or arbitration filed.

The Arbitrator reviewed the BrokerCheck® Report for Claimant, considered the amount of payments made to any party, and considered other relevant terms and conditions of the settlement in Complaint 1, as provided through Claimant's testimony. The Arbitrator noted that the settlement in Complaint 1 was not conditioned on Respondent not opposing the request for expungement, based on Claimant's testimony during the expungement hearing.

During the February 7, 2017, hearing, the Arbitrator questioned Claimant on whether he contributed to the settlement of Complaint 1. Claimant stated that he never agreed to pay anything for the settlement and was not consulted on the settlement. Claimant said that Respondent RJFS was all set to fight the claim, but the financial advisor died before the hearing and Respondent RJFS decided it was easier to settle the case than proceed with arbitration. Claimant said that sometime after the settlement, a certain amount of money was deducted from his broker account as a chargeback to settle the case. The BrokerCheck® report stated that Claimant did not contribute to the settlement.

In recommending expungement the Arbitrator relied upon the Statement of Claim, the Statement of Answer and the following documentary or other evidence:

For Complaint 1:

The complaint letter from the customers' attorney dated March 22, 2001; the customers' accounts and options application; the customers' letter regarding the Option Agreement and Suitability form and acknowledging the risk of loss of investment principal; and the letter of Respondent RJFS's counsel regarding their non-retention of the settlement agreement.

For Complaint 2:

The customer's complaint letter dated August 11, 2010, and Respondent RJFS's letter dated October 26, 2010, in response to the customer's complaint letter.

3. Any claim not specifically addressed herein is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

FINRA Office of Dispute Resolution assessed a filing fee* for each claim:

Initial Claim Filing Fee	= \$	50.00
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*The filing fee is made up of a non-refundable and a refundable portion.

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, as a party, Respondent RJFS is assessed the following:

Member Surcharge	= \$	150.00
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Hearing Session Fees and Assessments

The Arbitrator has assessed hearing session fees for each session conducted. A session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with the arbitrator(s) that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) hearing session on expungement request @ \$ 50.00/session	= \$	50.00
Hearing Date: February 7, 2017 1 session		
Total Hearing Session Fee	= \$	50.00

The Arbitrator has assessed the total \$50.00 expungement hearing session fee to Claimant.

All balances are payable to FINRA Office of Dispute Resolution and are due upon receipt.

ARBITRATOR

Michael J. Ahlstrom

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Sole Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument which is my award.

Arbitrator's Signature

Michael J. Ahlstrom

Michael J. Ahlstrom
Sole Public Arbitrator

March 7, 2017

Signature Date

March 7, 2017

Date of Service (For FINRA Office of Dispute Resolution office use only)