

Award
FINRA Office of Dispute Resolution

In the Matter of the Arbitration Between:

Claimant

████████████████████

Case Number: ██████████

vs.

Respondent

Voya Financial Partners, LLC

Hearing Site: Augusta, Maine

Nature of the Dispute: Associated Person vs. Member

REPRESENTATION OF PARTIES

For Claimant ██████████: Doctor Kennedy, AdvisorLaw LLC, Broomfield, Colorado.

For Respondent Voya Financial Partners, LLC: Michelle Rosenberg, Voya Financial Partners, LLC, Windsor, Connecticut.

CASE INFORMATION

Statement of Claim filed on or about: February 20, 2017.

████████████████████ signed the Submission Agreement: February 20, 2017.

Voya Financial Partners, LLC did not file an Answer or sign the Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: expungement.

RELIEF REQUESTED

In the Statement of Claim, Claimant requested compensatory damages in the amount of \$1.00, expungement of occurrence # ██████████ and occurrence # ██████████ from his CRD records and any and all other relief that the Arbitrator deems just and equitable.

At the close of the hearing, Claimant withdrew his request for compensatory damages.

OTHER ISSUES CONSIDERED AND DECIDED

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

Respondent did not file with FINRA Office of Dispute Resolution a Statement of Answer or a properly executed Submission Agreement but is required to submit to arbitration pursuant to the Code of Arbitration Procedure ("Code") and is bound by the determination of the Panel on all issues submitted.

Respondent Voya Financial Partners, LLC did not appear at the evidentiary hearing. Upon review of the file and the representations made on behalf of the Claimant, the Arbitrator determined that Respondent Voya Financial Partners, LLC has been properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without said Respondent present, in accordance with the Code.

By letter dated May 30, 2017, Claimant notified the customers related to occurrence # [REDACTED] and occurrence # [REDACTED] of the expungement request and of their right to participate and testify at the expungement hearing and he provided the customers with a copy of the Statement of Claim.

The Arbitrator conducted a recorded telephonic expungement hearing on July 18, 2017 so the parties could present oral argument and evidence on [REDACTED] request for expungement.

On July 24, 2017, the Arbitrator ordered Respondent to produce the Settlement Agreement related to occurrence # [REDACTED] no later than August 4, 2017.

On August 13, 2017, Claimant notified FINRA Dispute Resolution that Respondent had not complied with the Arbitrator's July 24, 2017 Order.

On August 16, 2017, the Arbitrator ordered Respondent to produce the Settlement Agreement related to occurrence # [REDACTED] or an Affidavit no later than August 18, 2017.

On September 19, 2017, Claimant notified FINRA Dispute Resolution that Respondent produced an unsigned copy of the Settlement Agreement and agreed to give the Respondent additional time to locate any other documents.

By Order dated September 20, 2017, the Arbitrator ordered the Respondent to produce the executed Settlement Agreement no later than October 2, 2017.

On September 28, 2017, FINRA received the executed Settlement Agreement related to occurrence [REDACTED].

By email dated October 12, 2017, the Arbitrator confirmed that he reviewed the Settlement Agreement related to occurrence [REDACTED]

The customers and Respondent did not participate in the expungement hearing and did not contest the request for expungement.

The Arbitrator reviewed the BrokerCheck® Report for [REDACTED] and the settlement documents related to occurrence [REDACTED], considered the amount of payments made to the customer, and considered other relevant terms and conditions of the settlement. The Arbitrator noted that the settlement was not conditioned on the customers not opposing the request for expungement. The Arbitrator noted that [REDACTED] contributed to the settlement amount, but that fact had no impact on the final determination since [REDACTED] did nothing wrong.

In recommending expungement of occurrence # [REDACTED], the Arbitrator relied upon the following documentary or other evidence: Claimant's Statement of Claim, Claimant's BrokerCheck® Report, the Settlement Agreement, the direct testimony of Claimant, and the evidence presented at the hearing.

In recommending expungement of occurrence # [REDACTED], the Arbitrator relied upon the following documentary or other evidence: Claimant's Statement of Claim, Claimant's BrokerCheck® Report, the direct testimony of Claimant, documents signed by the customer (i.e. 1% mortality rate and annuity declaration), and the evidence presented at the hearing.

The Arbitrator noted that [REDACTED] did not previously file claims requesting expungement of the same disclosures in the CRD.

AWARD

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

1. The Arbitrator recommends the expungement of all references to occurrence # [REDACTED] from registration records maintained by the Central Registration Depository ("CRD"), for [REDACTED] (CRD # [REDACTED]) with the understanding that, pursuant to Notice to Members 04-16, [REDACTED] 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, the Arbitrator has made the following Rule 2080 affirmative finding of fact:

The claim, allegation, or information is false.

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

The allegations were false because the mathematical calculations were wrong, as computed by the customer. The customer did not calculate dollar cost averaging and diversification across numerous funds. As a result, the customer's calculation was over \$10,000.00. When [REDACTED] explained the error in the account, which was due to a brokerage firm error, the proper calculation of the financial error was approximately \$4,400.00, well less than the amount required to be reported and placed on [REDACTED] CRD. The \$4,400.00 settlement was accepted by the customer.

2. The Arbitrator recommends the expungement of all references to occurrence # [REDACTED] from registration records maintained by the Central Registration Depository ("CRD"), for [REDACTED] (CRD # [REDACTED]) with the understanding that, pursuant to Notice to Members 04-16, [REDACTED] 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, the Arbitrator has made the following Rule 2080 affirmative finding of fact:

The claim, allegation, or information is false.

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

The customer had over 20 years of investment experience as Finance Professor. The customer's investment allocations and recommendations were routinely reviewed for over ten years. The customer's investments were not discretionary. The customer was provided all disclosures, fees and prospectus. Therefore, [REDACTED] did nothing wrong.

3. Any and all claims for relief not specifically addressed herein are denied.

FEES

Pursuant to the Code of Arbitration Procedure, 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 that employed the associated person at the time of the events giving rise to the dispute. Accordingly, as a party, Respondent Voya Financial Partners, LLC 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, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) pre-hearing session with a single arbitrator @ \$50.00/session	=\$ 50.00
Pre-hearing conference: June 23, 2017	1 session

One (1) hearing session on expungement request @ \$50.00/session	=\$ 50.00
Hearing Date: July 18, 2017	1 session

Total Hearing Session Fees	=\$ 100.00
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The Arbitrator has assessed the \$100.00 hearing session fees to Respondent.

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

ARBITRATOR

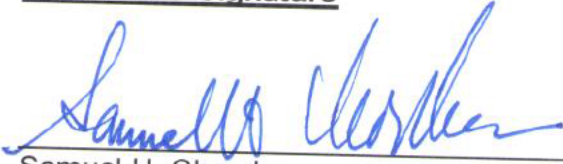
Samuel H. Chorchos

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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



Samuel H. Chorchos
Sole Public Arbitrator

October 13, 2017
Signature Date

October 18, 2017

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