

AWARD

FINRA Office of DISPUTE RESOLUTION

CASE #: [REDACTED]

[REDACTED] (Claimant) vs. Prudential Equity Group, LLC (Prudential) and Wells Fargo Clearing Services, LLC (Wells Fargo)

REPRESENTATION OF PARTIES:

For Claimant [REDACTED]: Dochter Kennedy, MBA, J.D. and Armin Sarabi, J.D., AdvisorLaw LLC, Broomfield, Colorado.

For Respondent Prudential Equity Group, LLC: Alan S. Brodherson, Esq., Law Office of Alan S. Brodherson, New York, New York.

For Respondent Wells Fargo Clearing Services, LLC: Michael Naccarato, Esq., Senior Litigation Counsel, Wells Fargo Law Department, St. Louis, Missouri.

NATURE OF DISPUTE: Associated Person vs. Members

Statement of Claim filed on or about: June 9, 2017.

Wells Fargo filed a Statement of Answer on: July 28, 2017.

Prudential filed a Statement of Answer on: August 3, 2017.

CASE SUMMARY: Claimant asserted a claim seeking expungement of three occurrences from his Central Registration Depository ("CRD") record ("Underlying Claims"): two customer complaints, occurrence numbers [REDACTED] and [REDACTED], filed with Prudential and Wells Fargo respectively; and a 2004 NASD arbitration, occurrence number [REDACTED] ("Underlying Arbitration").

In its Statement of Answer, Wells Fargo advised that it had no objection to the relief sought by Claimant.

Unless specifically admitted in its Statement of Answer, Prudential denied the allegations of wrongdoing made in the Statement of Claim. Prudential advised that it took no position as to Claimant's request.

RELIEF REQUESTED: In the Statement of Claim, Claimant requested:

1. Expungement of the Underlying Claims from his CRD record pursuant to FINRA Rule 2080(b)(1)(A), as the claims, allegations, or information is factually impossible or clearly erroneous;
2. Expungement of the Underlying Claims from his CRD record pursuant to FINRA Rule 2080(b)(1)(C), as the claims, allegations, or information is false;
3. An award of damages in the amount of \$1.00; and
4. Any and all other relief that the Arbitrator deems just and equitable.

In its Statement of Answer, Wells Fargo did not set forth a relief request.

In its Statement of Answer, Prudential requested:

1. Claimant's request for \$1.00 in damages be denied; and
2. All forum fees be assessed to Claimant.

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

Prudential did not file with FINRA Office of Dispute Resolution a properly executed Submission Agreement but is required to submit to arbitration pursuant to the Code of Arbitration Procedure ("Code") and, having answered the claim and appeared at the hearing, is bound by the determination of the Arbitrator on all issues submitted.

On August 18, 2017, Claimant provided notice that the Statement of Claim was served on the customer in occurrence number [REDACTED] (Mr. M), the customer in occurrence number [REDACTED] (Ms. S), and the customer in the Underlying Arbitration (Mr. L), hereinafter collectively referred to as the "Underlying Customers."

On August 22, 2017, Claimant filed an Affidavit of Service signed by Claimant's counsel advising that the Underlying Customers were served with the Statement of Claim.

On October 4, 2017, the Arbitrator conducted the Initial Pre-Hearing Conference which Mr. L attended. By Order dated the same date, the Arbitrator requested that Claimant to keep Mr. L informed as to all relevant events and to forward all FINRA materials pertaining to this matter to Mr. L, including that order. On October 24, 2017, Claimant provided notice of the expungement hearing to Mr. L.

On January 22, 2018, Claimant provided notice that Claimant forwarded FINRA materials pertaining to this matter to Mr. L. On January 31, 2018, Mr. L submitted a request to participate in the expungement hearing scheduled for February 13, 2018.

The Arbitrator conducted a recorded telephonic hearing on February 13, 2018 so the parties could present oral argument and evidence on Claimant's request for expungement.

Prudential and Wells Fargo participated in the expungement hearing and did not contest the request for expungement. Mr. L participated in the expungement hearing and contested the request for expungement. The Arbitrator determined that Ms. S and Mr. M. were provided notice of the hearing and did not attend.

At the hearing, Claimant withdrew its request for \$1.00 in damages.

The Arbitrator reviewed the Claimant's BrokerCheck® Report. The Arbitrator found that there were no settlements in the customer complaints filed by Ms. S and Mr. M.

The Arbitrator noted that Claimant did not previously file a claim requesting expungement of the same disclosures in the CRD.

In recommending expungement, the Arbitrator relied upon the following documentary or other evidence: the Statement of Claim, Claimant's testimony and Claimant's letters to Ms. S and Mr. M.

The parties present at the hearing have agreed that a handwritten, signed Award may be entered.

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. The Arbitrator recommends the expungement of all references to occurrence numbers [REDACTED] and [REDACTED] from registration records maintained by CRD, for Claimant [REDACTED] with the understanding that, pursuant to Notice to Members 04-16, Claimant [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 findings of fact: the claim, allegation, or information is false.

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

Ms. S and Mr. M complained of Claimant's performance. Each of their claims were denied by Claimant's employer at the time: Ms. S's complaint was denied by Wells Fargo and Mr. M's complaint was denied by Prudential. No settlement or damages were paid. Claimant denied the validity of the two claims. No arbitrations were filed. Ms. S and Mr. M were provided notice of the hearing and did not attend. The Arbitrator therefore holds that expungement is warranted in each case on the ground that the claim was false.

2. Claimant's request for expungement of the Underlying Arbitration, occurrence number [REDACTED], is denied.
3. Any and all claims for relief not specifically addressed herein are denied.

OTHER 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

*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, Prudential is assessed the following:

Member Surcharge	= \$ 150.00
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Accordingly, as a party, Wells Fargo 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) pre-hearing session with a single arbitrator @ \$50.00/session	= \$50.00
Pre-hearing conference: October 4, 2017	1 session

One (1) hearing session on expungement request @ \$50.00/session	= \$50.00
Hearing Date: February 13, 2018	1 session

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

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

ARBITRATOR

Philip J. Glick

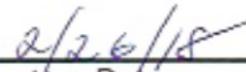
Sole Public Arbitrator

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



Philip J. Glick
Sole Public Arbitrator



Signature Date

February 26, 2018

Date of Service (For FINRA-ODR office use only)