

AWARD

FINRA Office of DISPUTE RESOLUTION

CASE #: [REDACTED]

[REDACTED] (Claimant) vs. Ameriprise Financial Services, Inc.
(Respondent)

REPRESENTATION OF PARTIES:

For Claimant [REDACTED]: Michael Bessette, Esq., AdvisorLaw, LLC,
Broomfield, Colorado.

For Respondent Ameriprise Financial Services, Inc.: Howard M. Klausmeier, Esq.,
Ameriprise Financial Services, Inc., Troy, Michigan.

NATURE OF DISPUTE: Associated Person vs. Member

Statement of Claim filed on: July 11, 2017.

Statement of Answer filed on: September 05, 2017.

CASE SUMMARY: Claimant requested expungement of a customer complaint occurrence number [REDACTED] ("Underlying Claim") from his Central Registration Depository ("CRD") record.

RELIEF REQUESTED:

In the Statement of Claim, Claimant requested:

1. Expungement of the Underlying Claim from his CRD record pursuant to FINRA Rule 2080(b)(1)(A) as the claim, allegation or information is factually impossible or clearly erroneous;
2. Expungement of the Underlying Claim from his CRD record pursuant to FINRA Rule 2080(b)(1)(C) finding the claim, allegation or information is false;
3. Compensatory damages in the amount of \$1.00 from Respondent for its part in contributing to Claimant's injury; and
4. Any and all other relief that the Arbitrator deems just and equitable.

In the Statement of Answer, Respondent requested:

1. A recommendation for the expungement of the Underlying Claim from Claimant's CRD record in accordance with FINRA Rule 2080 and Rule 12805 of the Code of Arbitration Procedure ("Code");
 2. Denial of all requested damages against Respondent; and
 3. Assessment of all costs and fees against Claimant that have been and will be incurred by Respondent, including but not limited to the member surcharge fees and hearing fees, relating to this arbitration matter.
-

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

On August 24, 2017, Claimant provided a copy of his notice to the customer in the Underlying Claim ("Customer") regarding the Statement of Claim. On August 31, 2017, Claimant provided an Affidavit of Service signed by Claimant's counsel advising that the Customer had been served with the Statement of Claim. On November 03, 2017, Claimant provided Proof of Delivery for service of the Statement of Claim on the Customer.

On November 09, 2017, Claimant provided a copy of his notice to the Customer had been served with notice of the expungement hearing. On November 10, 2017, Claimant provided an Affidavit of Service signed by Claimant's counsel advising that the Customer had been served with notice of the expungement hearing.

On January 19, 2018, Claimant provided a copy of his follow-up notice of the expungement hearing to the Customer. On January 23, 2018, Claimant provided an Affidavit of Service signed by Claimant's counsel advising that the Customer was served with the follow-up notice of the expungement hearing.

On February 19, 2018, Claimant provided an Affidavit of Service signed by Claimant's counsel regarding service attempts on the Customer with the Statement of Claim and notice of the expungement hearing.

The Arbitrator conducted a recorded telephonic hearing on February 27, 2018 so the parties could present oral argument and evidence on Claimant's request for expungement. The Customer did not appear at the expungement hearing. The Arbitrator determined that the Customer was provided with notice of the hearing.

During the expungement hearing, Claimant withdrew the request for \$1.00 in damages.

The Arbitrator noted that Claimant did not previously request expungement of the Underlying Claims.

The Arbitrator reviewed Claimant's BrokerCheck[®] Report. The Arbitrator noted that the Underlying Claim was not settled and there were no settlement agreements to review.

In recommending expungement, the Arbitrator relied upon the following documentary or other evidence: Claimant's testimony and exhibits 1 through 6.

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 the Underlying Claim, occurrence number [REDACTED], from Claimant [REDACTED]'s (CRD# [REDACTED]) registration records maintained by the CRD, 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 finding of fact: The claim, allegation, or information is factually impossible or clearly erroneous; or The claim, allegation, or information is false.

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

The Customer was an experienced investor with many years of investment experience, including with wrap accounts. She discussed her account with Claimant on many occasions and over the course of many years. The Customer signed several documents that attested to her investment objectives and the risks involved with investing. She received monthly reports detailing her account performance and the transactions made in her account. The Customer authorized all trades in her account after full disclosure by Claimant. When the stock market began to decline, and thus her account performance began to decline, the Customer declined some of Claimant's recommendations to mitigate her loss. Ultimately, Respondent denied the Customer's claim as having no merit. The allegation that Claimant purchased an unsuitable and unauthorized investment within her wrap account is false or clearly erroneous because the investments were suitable and authorized by the Customer.

2. Claimant is liable for and shall pay to Respondent costs in the sum of \$150.00.
3. Any and all claims for relief not specifically addressed herein are denied.

OTHER FEES:

Filing Fees

FINRA 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, Ameriprise Financial Services, Inc. is assessed the following:

Member Surcharge = \$ 150.00

Hearing Session Fees and Assessment

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: November 03, 2017 1 session	
One (1) Hearing session on expungement request @ \$50.00/session	= \$50.00
Hearing Date: February 27, 2018 1 session	
<hr/>	
Total Hearing Session Fees	= \$100.00

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.

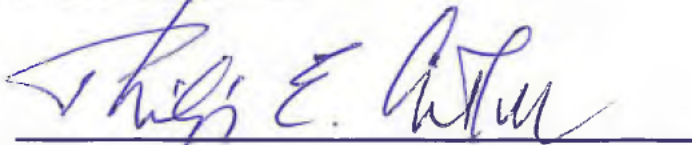
ARBITRATOR

Philip E. Cutler

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 E. Cutler
Sole Public Arbitrator

March 14, 2018
Signature Date

March 15, 2018
Date of Service (For FINRA-ODR office use only)