

Award
FINRA Office of Dispute Resolution

In the Matter of the Arbitration Between:

Claimant

████████████████████

Case Number: ██████████

vs.

Respondent

Ameriprise Financial Services, Inc.

Hearing Site: Portland, Oregon

Nature of the Dispute: Associated Person vs. Member

REPRESENTATION OF PARTIES

For Claimant ██████████ ("Claimant"): Erica Harris, Esq. and Dochter Kennedy, MBA, J.D., AdvisorLaw, LLC, Westminster, Colorado.

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

CASE INFORMATION

Statement of Claim filed on or about: December 18, 2017.

Claimant signed the Submission Agreement: December 18, 2017.

Statement of Answer filed by Respondent on or about: February 7, 2018.

Respondent signed the Submission Agreement: February 7, 2018.

CASE SUMMARY

Claimant requested expungement of reference to a customer complaint, occurrence number ██████████ ("Underlying Complaint") from his Central Registration Depository ("CRD") records.

In the Statement of Answer, Respondent advised that it does not object to Claimant's request for expungement and concurs with the expungement of the Underlying Complaint from Claimant's CRD records.

RELIEF REQUESTED

In the Statement of Claim, Claimant requested:

1. Expungement of the Underlying Complaint from his CRD records 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 Complaint from his CRD records pursuant to FINRA Rule 2080(b)(1)(C) finding the claim, allegation or information is false;
3. An award of compensatory damages in the amount of \$1.00 from Respondent; 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 Complaint from Claimant's CRD records 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. An assessment of all costs and fees against Claimant.

At the expungement hearing, Claimant withdrew his request for \$1.00 in compensatory damages.

OTHER ISSUES CONSIDERED AND DECIDED

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

On April 25, 2018, Claimant provided a copy of his notice to the customer in the Underlying Complaint ("Customer") regarding the Statement of Claim and notice of the expungement hearing. On April 27, 2018, Claimant provided an Affidavit of Service signed by Claimant's counsel advising that the Customer had been served with the Statement of Claim.

On May 14, 2018, the Customer filed a notice of intent to oppose Claimant's request for expungement.

On October 18, 2018, Claimant provided a copy of his follow up notice to the Customer regarding the expungement hearing.

On November 12, 2018, the Customer filed a response in opposition of Claimant's request for expungement.

On January 14, 2019, Claimant provided a copy of his second follow up notice to the Customer regarding the rescheduled expungement hearing. On January 18, 2019, Claimant provided an Affidavit of Service signed by Claimant's counsel advising that the Customer had been served with the second follow up notice of the expungement hearing.

The Arbitrator conducted a recorded telephonic hearing on February 14, 2019 so the parties could present oral argument and evidence on Claimant's request for expungement.

Respondent appeared at the expungement hearing and did not oppose Claimant's request for expungement. The Customer appeared at the expungement hearing and opposed Claimant's request for expungement.

On February 15, 2019, the Customer filed a further response in opposition of Claimant's request for expungement. On February 22, 2019, Claimant submitted a reply to the Customer's further response.

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

AWARD

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

1. Claimant's request for expungement of the Underlying Complaint, occurrence number [REDACTED] from his CRD records is denied.
2. Any and all claims for relief not specifically addressed herein are 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 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
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Hearing Date: February 14, 2019 1 session

Total Hearing Session Fees =\$ 50.00

The Arbitrator has assessed \$50.00 of the hearing session fees to Claimant.

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

ARBITRATOR

Katherine H. O'Neil

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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



Katherine H. O'Neil
Sole Public Arbitrator

2.27.19

Signature Date

February 27, 2019

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