

Award
FINRA Dispute Resolution Services

In the Matter of the Arbitration Between:

Claimant
Bryan Bernard

Case Number: 19-02790

vs.

Respondents
Edward D. Jones & Co., L.P. and
Douglas R. Williams

Hearing Site: Dallas, Texas

Awards are rendered by independent arbitrators who are chosen by the parties to issue final, binding decisions. FINRA makes available an arbitration forum—pursuant to rules approved by the SEC—but has no part in deciding the award.

Nature of the Dispute: Customer vs. Member and Associated Person

REPRESENTATION OF PARTIES

For Claimant Bryan Bernard (“Claimant”): Michael L. Forman, Esq., Brown Pruitt Wambsganss Dean Forman & Moore, P.C., Fort Worth, Texas.

For Respondents Edward D. Jones & Co., L.P., and Douglas R. Williams (“Williams”) (collectively “Respondents”): Donald R. Littlefield, Esq. and Susan Logsdon, Esq., Bressler, Amery & Ross, P.C., Dallas, Texas.

CASE INFORMATION

Statement of Claim filed on or about: September 17, 2019.
Amended Statement of Claim filed on or about: January 6, 2020.
Claimant signed the Submission Agreement: September 16, 2019.

Statement of Answer filed on or about: November 20, 2019.
Statement of Answer to Amended Statement of Claim filed on or about: February 6, 2020.
Respondents signed the Submission Agreement: November 7, 2019.

CASE SUMMARY

In the Statement of Claim, as amended, Claimant asserted the following causes of action: negligent misrepresentation and vicarious liability. The causes of action related to Claimant’s allegation that a Lincoln National Life Insurance Company annuity was improperly linked to his ex-wife’s individual account. Claimant further alleged that the improper link and Respondents’ later advice for correcting the situation resulted in litigation with his ex-wife.

Unless specifically admitted in the Statement of Answer, as amended, Respondents denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

In the Statement of Claim, as amended, Claimant requested compensatory damages in the amount of \$57,056.00.

In the Statement of Answer, as amended, Respondents requested that Claimant's claims be denied in all respects; that Claimant's claims be dismissed with prejudice in their entirety; that all references to this matter be expunged from registration records maintained by the Central Registration Depository ("CRD"); an award of attorneys' fees and costs for defending this case; and such other and further relief which the Arbitrator deems just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

The Arbitrator acknowledges having read the pleadings and other materials filed by the parties.

On January 6, 2020, Claimant filed a Motion for Leave to Amend Pleadings ("Motion to Amend"). On January 16, 2020, Respondent filed a response to the Motion to Amend, stating there was no opposition. In an Order dated January 17, 2020, the Arbitrator granted Claimant's Motion to Amend.

During the evidentiary hearing, Respondents moved for directed verdict based on Claimant's alleged failure to introduce sufficient evidence and testimony to support the claims for relief in the Amended Statement of Claim. Claimant opposed the motion. On the record at the hearing, the Arbitrator denied the motion for directed verdict.

The Arbitrator considered Williams' request for expungement as part of the in-person, recorded evidentiary hearing conducted in this matter.

Claimant did not oppose the request for expungement.

The Arbitrator reviewed Williams' CRD Snapshot. The Arbitrator noted that a prior arbitration panel or court has not previously ruled on expungement of the same occurrence in the CRD.

The Arbitrator noted that this matter did not settle and, therefore, there were no settlement documents to review.

In recommending expungement, the Arbitrator relied upon the following documentary or other evidence: Claimant's and Williams' testimony and Memorandum Opinion issued by the Court of Appeals in the Second Appellate District of Texas.

AWARD

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

1. Claimant's claims are denied in their entirety.
2. The Arbitrator recommends the expungement of all references to the above-captioned arbitration (Occurrence Number 2042623) from registration records maintained by the CRD for Respondent Douglas Randal Williams (CRD Number 3156120) with the understanding that, pursuant to Notice to Members 04-16, Respondent Douglas Randal Williams 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 12805 of the Code of Arbitration Procedure ("Code"), the Arbitrator has made the following Rule 2080 affirmative findings of fact:

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

The claim, allegation, or information is false.

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

The gravamen of Claimant's claim against Williams of negligent misrepresentation was that Williams provided incorrect information to Claimant about ownership of the annuity at issue. However, Claimant's and Williams' testimony established that Williams' alleged statements were factually correct when made. Moreover, Williams merely passed on information about the ownership of the annuity, which was provided to him through Edward Jones from the annuity issuer. The annuity was never in an account at Edward Jones but, instead, was linked on statements as an asset held outside of Edward Jones. Claimant further asserted that the delay in determining the ownership of the annuity was due to negligence, but no evidence was presented to show that Claimant was harmed by such delay or that the outcome would have been any different if the question of ownership had been raised sooner.

3. Any and all claims for relief not specifically addressed herein, including any requests for punitive damages, treble damages, and attorneys' fees, are denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial Claim Filing Fee	=\$ 975.00
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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, Edward Jones is assessed the following:

Member Surcharge	=\$ 1,100.00
Member Process Fee	=\$ 2,250.00

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, which lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) pre-hearing sessions @ \$450.00/session	=\$ 900.00
Pre-Hearing Conferences: January 8, 2020	1 session
November 3, 2020	1 session
Two (2) hearing sessions @ \$450.00/session	=\$ 900.00
Hearings: September 14, 2021	2 sessions
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Total Hearing Session Fees	=\$ 1,800.00

The Arbitrator has assessed the total hearing session fees to Claimant.

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

ARBITRATOR

John Kenneth Popham

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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

John Kenneth Popham

John Kenneth Popham
Sole Public Arbitrator

10/01/2021

Signature Date

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October 04, 2021

Date of Service (For FINRA Dispute Resolution Services use only)