

Award
FINRA Dispute Resolution Services

In the Matter of the Arbitration Between:

Claimants

Aaron Coppelson
Nightingale NY1 LLC

Case Number: 20-00562

vs.

Respondents

Wells Fargo Clearing Services, LLC
Elad Rahamim

Hearing Site: Los Angeles, California

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: Customers vs. Member and Associated Person

The evidentiary hearing was conducted by videoconference.

REPRESENTATION OF PARTIES

For Claimants Aaron Coppelson (“Coppelson”) and Nightingale NY1 LLC (“Nightingale”): Scott L. Silver, Esq., Silver Law Group, Coral Springs, Florida.*

Hereinafter, Coppelson and Nightingale are collectively referred to as “Claimants”.

For Respondent Wells Fargo Clearing Services, LLC (“Wells Fargo”): Esther E. Cho, Esq. and Natalie M. Lagunas, Esq., Keesal, Young & Logan, Long Beach, California.

For Respondent Elad Rahamim (“Rahamim”): Daniel J. Donovan, Esq., Donovan & Rainie, LLC, Baltimore, Maryland.

Hereinafter, Wells Fargo and Rahamim are collectively referred to as “Respondents”.

*FINRA recorded the appearance of Claimants’ counsel at the time of filing of the Statement of Claim. Counsel’s representation of Claimants may have ended with the parties’ settlement. Please see the Other Issues Considered and Decided section of this Award for information on whether Claimants’ counsel appeared at the expungement hearing.

CASE INFORMATION

Statement of Claim filed on or about: February 17, 2020.

Claimants signed the Submission Agreement: February 17, 2020.

Statement of Answer filed by Wells Fargo on or about: May 22, 2020.
Wells Fargo signed the Submission Agreement: May 22, 2020.

Statement of Answer filed by Rahamim on or about: May 22, 2020.
Rahamim signed the Submission Agreement: May 21, 2020.

CASE SUMMARY

In the Statement of Claim, Claimants asserted the following causes of action: breach of fiduciary duty; negligence and gross negligence; breach of contract; and failure to supervise. The causes of action relate to purchase of the Manhattan real estate property.

In their respective Statements of Answer, Respondents denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

In the Statement of Claim, Claimants requested:

1. Compensatory damages of an amount according to proof that will be offered at the final hearing;
2. Interest at the legal rate from the date of purchase or reasonable market return;
3. Costs; and
4. Such other relief as is just and proper.

In the Statement of Answer, Wells Fargo requested:

1. Dismissal of Claimants' Statement of Claim in its entirety and with prejudice;
2. Costs and expenses of this arbitration;
3. Such other relief as is just and proper; and
4. Expungement of all references to this arbitration from Rahamim's Central Registration Depository ("CRD") records.

In his Statement of Answer, Rahamim requested:

1. All of the claims asserted by Claimants be denied in their entirety;
2. This matter be dismissed with prejudice; and
3. Expungement of this matter from his CRD records be granted.

OTHER ISSUES CONSIDERED AND DECIDED

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

On July 2, 2021, Claimants filed a stipulation of dismissal with prejudice. Further, the stipulation noted that the case would remain open to hear and determine Rahamim's request for expungement and that the parties agreed to have the expungement hearing heard by the designated Chairperson as the sole Arbitrator. Therefore, the Arbitrator made no determination with respect to any of the relief requests contained in the Statement of Claim. That same day, Wells Fargo filed a notice stating that it does not oppose Rahamim's request for expungement and that it will not appear at the expungement hearing on August 5, 2021.

On July 19, 2021, Rahamim filed a Motion for Expungement, to which no response was filed.

The Arbitrator conducted a recorded hearing by videoconference on August 5, 2021, so the parties could present oral argument and evidence on Rahamim's request for expungement.

Claimants and Wells Fargo did not participate in the expungement hearing.

The Arbitrator reviewed Rahamim's BrokerCheck® Report.

The Arbitrator also reviewed the settlement documentation, considered the amount of payment made to any party to the settlement, and considered other relevant terms and conditions of the settlement. The Arbitrator noted that the settlement was not conditioned on any party to the settlement not opposing the request for expungement and that Rahamim did not contribute to the settlement amount.

In recommending expungement, the Arbitrator relied upon the following documentary or other evidence: Rahamim's testimony; Rahamim's Motion for Expungement and accompanying exhibits; and Rahamim's BrokerCheck® Report.

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. The Arbitrator recommends the expungement of all references to the above-captioned arbitration (Occurrence Number 2067142) from registration records maintained by the CRD for Respondent Elad Rahamim (CRD Number 5460323) with the understanding that, pursuant to Notice to Members 04-16, Respondent Elad Rahamim 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.

The claim, allegation, or information is false.

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

The evidence clearly indicates that the statement on the public BrokerCheck® Report that "Claimant alleges that his Financial Advisor was negligent in providing him investment advice regarding a real estate transaction" is false. Rahamim is a financial

advisor and does not provide investment advice regarding this or any real estate transactions. The record established that Rahamim referred Claimants to Wells Fargo for the purposes of securing a real estate loan and that he, Rahamim, provided no advice about the underlying transaction. Accordingly, it is false or factually impossible that Rahamim was negligent regarding advice about the real estate purchase.

Although the case was settled, Rahamim signed the settlement agreement, as he was a named party and was being released of liability. Rahamim did not contribute to the settlement amount which was agreed to by Wells Fargo, without Rahamim's approval. The settlement was a business decision. According to Rahamim's CRD records, Wells Fargo stated the settlement was to avoid "any further costs for the pending arbitration".

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

Initial Claim Filing Fee	= \$	1,575.00
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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, Wells Fargo is assessed the following:

Member Surcharge	= \$	1,900.00
Member Process Fee	= \$	3,750.00

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:

One (1) pre-hearing session with the Panel @ \$1,125.00/session	= \$	1,125.00
Pre-Hearing Conference: July 16, 2020	1 session	
One (1) hearing session on expungement request @ \$450.00/session	= \$	450.00
Hearing: August 5, 2021	1 session	
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Total Hearing Session Fees	= \$	1,575.00

The Arbitrator has assessed \$562.50 of the hearing session fees jointly and severally to Claimants.

The Arbitrator has assessed \$562.50 of the hearing session fees jointly and severally to Respondents.

The Arbitrator has assessed \$450.00 of the hearing session fees to Rahamim.

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

ARBITRATOR

Andrew M. Mintzer

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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

Andrew M. Mintzer

Andrew M. Mintzer
Sole Public Arbitrator

08/30/2021

Signature Date

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August 30, 2021

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