

**Stipulated Award
FINRA Dispute Resolution Services**

In the Matter of the Arbitration Between:

Claimant
Wells Fargo Clearing Services, LLC

Case Number: 20-01775

vs.

Respondent
Richard Flecca

Hearing Site: Orlando, Florida

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: Member vs. Associated Person

REPRESENTATION OF PARTIES

For Claimant Wells Fargo Clearing Services, LLC (“Claimant”): Gregory S. Tendrich, Esq., Gregory Tendrich, P.A., Boca Raton, Florida.

Respondent Richard Flecca (“Respondent”) appeared pro se.

CASE INFORMATION

Statement of Claim filed on or about: June 4, 2020.

Claimant signed the Submission Agreement: June 4, 2020.

Respondent did not file a Statement of Answer or sign the Submission Agreement.

CASE SUMMARY

In the Statement of Claim, Claimant asserted the following cause of action: breach of promissory note. The cause of action related to Claimant’s allegation that it loaned funds to Respondent, as evidenced by three promissory notes dated January 4, 2016 (“Note 1”), April 20, 2017 (“Note 2”), and April 13, 2018 (“Note 3” and together with Notes 1 and 2, the “Notes”). Claimant further alleged that when Respondent’s employment with Claimant ended, on or about February 1, 2019, the Notes immediately became due and payable.

RELIEF REQUESTED

In the Statement of Claim, Claimant requested:

1. On Note 1, the principal balance and interest accrued thereon during the term of the note equal to \$438,573.85;

2. On Note 1, interest at the rate of 5.62% on the balance of the note from the date of default, February 1, 2019, until the Award is paid in full accruing at the rate of \$67.53 per day;
3. On Note 2, the principal balance and interest accrued thereon during the term of the note equal to \$191,068.42;
4. On Note 2, interest at the rate of 5.12% on the balance of the note from the date of default, February 1, 2019, until the Award is paid in full accruing at the rate of \$26.80 per day;
5. On Note 3, the principal balance and interest accrued thereon during the term of the note equal to \$188,717.72;
6. On Note 3, interest at the rate of 5.72% on the balance of the note from the date of default, February 1, 2019, until the Award is paid in full accruing at the rate of \$29.57 per day;
7. The costs of collection, including, but not limited to, filing fees and other arbitration and forum fees and costs, and reasonable attorneys' fees as agreed to under the terms of the Notes; and
8. Any other relief as the Arbitrator deems just and equitable.

OTHER ISSUES CONSIDERED AND DECIDED

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

Respondent did not file a properly executed Submission Agreement but is required to submit to arbitration pursuant to the Code of Arbitration Procedure ("Code") and, having appeared, is bound by the terms of this Stipulated Award.

On December 24, 2020, Claimant filed a proposed Stipulated Award on behalf of the parties. On February 3, 2021, the Arbitrator conducted a pre-hearing conference, at which both parties appeared and requested entry of the Stipulated Award.

AWARD

The parties entered into an agreement to present to the Arbitrator a Stipulated Award. Now, in lieu of a hearing and upon request of both parties for entry of a Stipulated Award, and the stipulation thereto, the Arbitrator grants the parties' request and enters this Stipulated Award granting the following relief:

1. The parties have entered into a Confidential Settlement Agreement wherein the parties have agreed, among other things, to the entry of a Stipulated Award in favor of Claimant and against Respondent. Accordingly, Respondent is hereby liable to Claimant for the original combined principal balance in the amount of \$818,359.99, interest accrued through January 4, 2021 in the amount of \$86,606.10, interest on the principal balance at the rate of 5.22%

from January 4, 2021 through the date of payment of the Stipulated Award, and attorneys' fees in the amount of \$35,000.00.

2. The Stipulated Award shall not be enforced against Respondent as long as Respondent complies with the terms and conditions of a Confidential Settlement Agreement that the parties have entered.
3. With respect to the entry of this Stipulated Award, the parties shall bear their respective attorneys' fees and costs, including all arbitration and forum fees previously imposed and/or incurred or assessed through the issuance and confirmation of this Stipulated Award.
4. Any and all claims for relief not specifically addressed herein are dismissed with prejudice.

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	=\$ 2,550.00
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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, Claimant is assessed the following:

Member Surcharge	=\$ 2,475.00
Member Process Fee	=\$ 5,075.00

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 @ \$450.00/session	=\$ 450.00
Pre-Hearing Conference: February 3, 2021 1 session	

Decision on the papers:	=\$ 300.00
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Total Hearing Session Fees	=\$ 750.00
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The Arbitrator has assessed \$375.00 of the hearing session fees to Claimant.

The Arbitrator has assessed \$375.00 of the hearing session fees to Respondent.

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

ARBITRATOR

Richard J. Fuller

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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

Richard J. Fuller

Richard J. Fuller
Sole Public Arbitrator

02/17/2021

Signature Date

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.

February 17, 2021

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