

**Award**  
**FINRA Dispute Resolution Services**

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In the Matter of the Arbitration Between:

Claimant  
Gary H. Mattson

Case Number: 20-02449

vs.

Respondent  
Allstate Financial Services, LLC,  
Brookstreet Securities Corporation, and  
GLP Investment Services, LLC

Hearing Site: Detroit, Michigan

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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: Associated Person vs. Members

This case was administered under the Special Proceeding option for simplified cases.

**REPRESENTATION OF PARTIES**

For Claimant Gary H. Mattson (“Claimant”): Tosh Grebenik, Esq., Judex Law, LLC, Broomfield, Colorado.

For Respondent Allstate Financial Services, LLC (“Allstate”): Jennifer E. Novoselsky, Esq., Reyes Kurson, Chicago, Illinois.

Respondent Brookstreet Securities Corporation (“Brookstreet”) did not appear.

For Respondent GLP Investment Services, LLC (“GLP”): Michael P. McEvilly, CCO, GLP Investment Services, LLC, Farmington Hills, Michigan.

**CASE INFORMATION**

Statement of Claim filed on or about: July 31, 2020.

Amended Statement of Claim filed on or about: June 14, 2021.

Claimant signed the Submission Agreement: July 30, 2020.

Statement of Answer filed by Allstate on or about: December 16, 2020.

Statement of Answer to Amended Statement of Claim filed by Allstate on or about: July 6, 2021.

Allstate signed the Submission Agreement: November 13, 2020.

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

Statement of Answer filed by GLP on or about: October 28, 2020.  
GLP did not sign the Submission Agreement.

Allstate, Brookstreet, and GLP are, collectively, referred to herein as “Respondents”.

### **CASE SUMMARY**

In the Amended Statement of Claim, Claimant asserted a claim seeking expungement of customer dispute information from registration records maintained by the Central Registration Depository (“CRD”).

In the Statement of Answer to Amended Statement of Claim, Allstate took no position on Claimant’s expungement request, and denied the allegations made in the Amended Statement of Claim.

In the Statement of Answer, GLP did not oppose Claimant’s expungement request.

### **RELIEF REQUESTED**

In the Amended Statement of Claim, Claimant requested expungement of Occurrence Numbers 1144666, 1246425, 1256571, and 1373590 and compensatory damages in the amount of \$1.00 from each of the Respondents.

In the Statement of Answer to Amended Statement of Claim, Allstate requested that Claimant’s request for \$1.00 in compensatory damages be denied and that all forum fees and hearing fees be assessed against Claimant.

In the Statement of Answer, GLP did not request any relief.

At the hearing, Claimant withdrew all requests for \$1.00 in damages.

### **OTHER ISSUES CONSIDERED AND DECIDED**

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

Brookstreet and GLP did not file properly executed Submission Agreements but are required to submit to arbitration pursuant to the Code of Arbitration Procedure (“Code”) and are bound by the determination of the Arbitrator on all issues submitted.

On January 25, 2021, GLP filed a Motion to Dismiss. No responses were filed. In an Order dated February 8, 2021, the Arbitrator granted GLP’s Motion to Dismiss.

On April 16, 2021, Claimant filed correspondence regarding filing an Amended Statement of Claim (“Request for Leave”). No responses were filed. On May 14, 2021, the Arbitrator heard oral arguments on the Request for Leave. In an Order dated the same day, the Arbitrator granted the Request for Leave.

On June 14, 2021, Claimant advised that the customers in Occurrence Numbers 1144666, 1246425, 1256571, and 1373590 (collectively, "Customers") were served with the Statement of Claim and notice of the date and time of the expungement hearing ("Notices"). Claimant also provided the status of the USPS tracking information for the Notices.

The Arbitrator conducted a recorded, telephonic on August 24, 2021, so the parties could present oral argument and evidence on Claimant's request for expungement.

Allstate participated in the expungement hearing and, as stated in the Statement of Answer and Statement of Answer to Amended Statement of Claim, took no position on the request for expungement.

Brookstreet did not participate in the expungement hearing.

The Customers also did not participate in the expungement hearing. The Arbitrator found that the Customers had notice of the expungement request and hearing.

The Arbitrator reviewed Claimant's BrokerCheck® Report. The Arbitrator noted that a prior arbitration panel or court did not previously rule on expungement of the same occurrences in the CRD.

In regard to Occurrence Number 1256571, the Arbitrator noted that the customer received a full refund of his original investment, but there were no settlement documents to review.

The Arbitrator noted that the disputes related to Occurrence Numbers 1144666, 1246425, and 1373590 were not settled and, therefore, there were no settlement documents to review.

In recommending expungement, the Arbitrator relied upon the following documentary or other evidence: Claimant's testimony, Claimant's BrokerCheck® Report, Statement of Claim, Amended Statement of Claim, and the Notices.

### **AWARD**

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

The Arbitrator recommends the expungement of all references to Occurrence Number 1144666, 1246425, 1256571, and 1373590 from registration records maintained by the CRD for Claimant Gary Herman Mattson (CRD Number 2220839) with the understanding that, pursuant to Notice to Members 04-16, Claimant Gary Herman Mattson 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 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:

**Occurrence Number 1144666**

The customer understood and acknowledged the details of the universal life insurance policy sold to her by Claimant. She chose not to pay the premiums and let the policy lapse. The customer was not misled and no misrepresentations were made regarding the policy. Claimant did nothing wrong. Further, the customer was fully informed, and the eventual policy lapse was not caused by Claimant. The customer had to go through underwriting and disclosed her financial positions and knowledge, while acknowledging the possible risks and terms of the policy. The customer indicated that she understood and qualified for the investment. Additionally, the review process was outside of Claimant’s control and, the ultimate issue causing the policy to lapse, was exclusively within the customer’s control. Keeping this matter on Claimant’s BrokerCheck® Report would be misleading to the investing public and provide no value.

**Occurrence Number 1246425**

The customer “gifted” two variable life insurance policies to her grandsons and bought an additional policy for herself. Her complaint was about the policy that she kept for herself. However, the information was more than adequately explained to her. Further, she signed all of the forms necessary to complete the transaction, which included an acknowledgement that she understood the details of the policy sold to her by Claimant. Keeping this matter on Claimant’s BrokerCheck® Report would be misleading to the investing public and provide no value.

**Occurrence Number 1256571**

During the “free look” period, the customer requested a refund. When the issuer failed to timely provide the refund, the customer complained. The only reason this was out of the ordinary is because the issuer, not Claimant, delayed paying the money back. There was no wrongdoing on the part of Claimant. This matter, as disclosed on Claimant’s BrokerCheck® Report, is misleading to the investing public and provides no value.

**Occurrence Number 1373590**

In October 2007, the customer purchased a life insurance policy through Claimant. Claimant explained the terms of the policy. The customer reviewed the documentation and signed forms acknowledging that he understood the contract provisions, surrender charges, fees, etc. After the policy was in place, the customer had another agent review the statement from the insurance company and noticed charges that the customer thought had not been disclosed. The customer brought the charges to Claimant’s attention. Claimant was surprised. Claimant did not know about these charges. Claimant reviewed the charges with the insurance company. Claimant reported the charges to his supervisor and to the president of the company where he worked. The insurance company removed the extra charges that it had billed the customer. However, because of the incident, the customer canceled the policy.

In a statement, dated April 10, 2019, the customer acknowledged that Claimant had no knowledge of the undisclosed charges, that Claimant was not at fault, and that he was still Claimant's client. Keeping this matter on Claimant's BrokerCheck® Report would be misleading to the investing public and provide no value.

### **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	= \$	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 parties, Respondents are each 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, 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 \$50.00/session	= \$	100.00
Pre-Hearing Conferences: January 20, 2021	1 session	
May 14, 2021	1 session	
One (1) hearing sessions on expungement request @ \$50.00/session	= \$	50.00
Hearings: August 24, 2021	1 session	
<b>Total Hearing Session Fees</b>	<b>= \$</b>	<b>150.00</b>

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**

Lee Hornberger

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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**

***Lee Hornberger***

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Lee Hornberger  
Sole Public Arbitrator

**09/03/2021**

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Signature Date

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September 03, 2021

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