

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

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In the Matter of the Arbitration Between:

Claimant  
Daniel Dirk Bodemeijer

Case Number: 20-02578

vs.

Respondent  
Ameriprise Financial Services, LLC

Hearing Site: Los Angeles, California

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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. Member

**REPRESENTATION OF PARTIES**

For Claimant Daniel Dirk Bodemeijer (“Claimant”): Kurt Zimmerman, Esq., HLBS Law, Westminster, Colorado.

For Respondent Ameriprise Financial Services, LLC (“Respondent”): Howard M. Klausmeier, Esq., Ameriprise Financial Services, LLC, Troy, Michigan.

**CASE INFORMATION**

Statement of Claim filed on or about: August 11, 2020.  
Claimant signed the Submission Agreement: August 11, 2020.

Statement of Answer filed by Respondent on or about: October 2, 2020.  
Respondent signed the Submission Agreement: September 30, 2020.

**CASE SUMMARY**

In the 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, Respondent supported Claimant’s expungement request.

**RELIEF REQUESTED**

In the Statement of Claim, Claimant requested:

1. Expungement of Occurrence Number 1839137 from Claimant’s CRD records pursuant to

FINRA Rule 2080, as:

- a. the claim, allegation or information is factually impossible or clearly erroneous; and/or
  - b. Claimant was not involved in the alleged investment-related sales practice violation, forgery, theft, misappropriate or conversion of funds; and/or
  - c. the claim, allegation or information is false;
2. Compensatory damages in the amount of \$1.00 from Respondent; and
  3. Any and all other relief that the Arbitrator deems just and equitable.

In the Statement of Answer, Respondent requested:

1. Expungement of the subject customer complaint from Claimant's CRD records; and
2. Denial of any and all relief requested against Respondent.

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

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

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

On January 18, 2021, Claimant filed an Affidavit confirming that the customer in Occurrence Number 1839137 ("Customer") was served with the Statement of Claim and notice of the date and time of the expungement hearing.

The Arbitrator conducted a recorded, telephonic hearing on March 1, 2021, so the parties could present oral argument and evidence on Claimant's request for expungement.

Respondent participated in the expungement hearing and, as stated in the Statement of Answer, supported the request for expungement.

The Customer did not participate in the expungement hearing. The Arbitrator found that the Customer 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 occurrence in the CRD.

The Arbitrator also reviewed the settlement documentation related to Occurrence Number 1839137, 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 expungement request and that Claimant did contribute to the settlement amount.

The Arbitrator also noted that Claimant testified that the initial settlement offer of \$15,000.00 by Respondent and the issuer of the insurance policy was insufficient and he offered to contribute additional \$1,000.00 to make the final settlement offer of \$16,000.00, which was accepted by the Customer. The Arbitrator found that expungement is appropriate as Claimant contributed to avoid the cost of litigation.

In recommending expungement, the Arbitrator relied upon the following documentary or other evidence: Claimant's testimony; pleadings; and Claimant's exhibits.

### **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:

1. The Arbitrator recommends the expungement of all references to Occurrence Number 1839137 from registration records maintained by the CRD for Claimant Daniel Dirk Bodemeijer (CRD Number 4193696) with the understanding that, pursuant to Notice to Members 04-16, Claimant Daniel Dirk Bodemeijer 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 finding of fact:

The claim, allegation or information is false.

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

Claimant worked with the Customer to recommend a need-specific variable life insurance policy and ensured that the Customer and her children understood the product being purchased and how the policy was going to be funded prior to making the sale. The allegation stems from a clerical error made by Claimant's employee which led to the automatic payments from the Customer's account being less than what was owed for the premium payments on the Customer's life insurance policy. Upon discovery of the clerical error, Claimant worked closely with the Customer to investigate and remediate the mistake. The error was corrected and the Customer's life insurance policy remained in effect without any compromise to the funding or value thereof. RiverSource Life Insurance Company, the policy issuer, investigated the issue when the mistake was discovered and concluded there was no wrongdoing by Claimant.

The Arbitrator finds there was no negligence or wrongdoing on the part of Claimant and that the allegation made against Claimant is false.

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 = \$ 50.00

*\*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

**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 a single Arbitrator @ \$50.00/session = \$ 50.00  
Pre-Hearing Conference: November 25, 2020 1 session

One (1) hearing session on expungement request @ \$50.00/session = \$ 50.00  
Hearing: March 1, 2021 1 session

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Total Hearing Session Fees = \$ 100.00

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**

Mary M. 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**

***Mary M. O'Neil***

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Mary M. O'Neil  
Sole Public Arbitrator

**03/18/2021**

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Signature Date

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March 19, 2021

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