

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

---

In the Matter of the Arbitration Between:

Claimant  
Barry Michael Kiront

Case Number: 20-02714

vs.

Respondent  
Monroe Parker Securities, Inc.

Hearing Site: New York, New York

---

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

The evidentiary hearing was conducted by videoconference.

**REPRESENTATION OF PARTIES**

For Claimant Barry Michael Kiront: John D. Stewart, Esq., Baritz & Colman, LLP, New York, New York.

Respondent Monroe Parker Securities, Inc. did not enter an appearance.

**CASE INFORMATION**

Statement of Claim filed on or about: August 20, 2020.

Barry Michael Kiront signed the Submission Agreement: July 30, 2020.

Amended Statement of Claim filed on or about: August 16, 2021.

Respondent Monroe Parker Securities, Inc. did not file a Statement of Answer or sign the Submission Agreement.

**CASE SUMMARY**

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

### **RELIEF REQUESTED**

In the Statement of Claim, Claimant requested: expungement of Occurrence Numbers 180683, 199818, 220718, 239992, and 242446 from Claimant's CRD records pursuant to FINRA Rules 2080(b)(1)(A), (B), and (C); an award of compensatory damages in the amount of \$1.00 from Respondent; and any and all other relief that the Arbitrator deems just and equitable.

In the Amended Statement of Claim, Claimant reaffirmed his prior expungement requests and added a request for expungement of Occurrence Number 199813.

### **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 is bound by the determination of the Arbitrator on all issues submitted.

On September 14, 2021, Claimant advised that the customers involved with Occurrence Numbers 180683, 199813, 199818, 220718, 239992, and 242446 ("Customers") were served with the Statement of Claim, as amended, and notice of the date and time of the expungement hearing.

The Arbitrator conducted a recorded hearing by videoconference on September 21, 2021, so the parties could present oral argument and evidence on Claimant's request for expungement.

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

The Arbitrator did not review the settlement documentation related to Occurrence Numbers 180683, 199813, 199818, 220718, 239992, and 242446. The Arbitrator reviewed Claimant's Affidavit with regard to settlement documentation, filed on September 14, 2021. The Arbitrator noted Claimant's attestation and testimony that he was unable to locate any settlement documentation and that Respondent was unavailable to produce any documentation. The Arbitrator further noted Claimant's attestation and testimony that he was not involved in the decisions to settle, did not participate in the settlement negotiations, was not required to make any payments with respect to the settlements, and that his non-payments were not conditioned on any agreement or promise by Claimant in any of the occurrences.

In recommending expungement, the Arbitrator relied upon the following documentary or other evidence: Claimant's testimony, Claimant's BrokerCheck® Report, and Claimant's Affidavit.

## 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. Claimant's claim for \$1.00 in compensatory damages is denied.
2. The Arbitrator recommends the expungement of all references to Occurrence Numbers 180683, 199813, 199818, 220718, 239992, and 242446 from registration records maintained by the CRD for Claimant Barry Michael Kiront (CRD Number 2281871) with the understanding that, pursuant to Notice to Members 04-16, Claimant Barry Michael Kiront 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 registered person was not involved in the alleged investment-related sales practice violation, forgery, theft, misappropriation, or conversion of funds.

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

A hearing on Claimant's request for expungement was held on September 21, 2021. Claimant sought expungement of six (6) occurrences, designated as Occurrence Numbers 180683, 199813 (Case Number 95-06054), 199818 (Case Number 97-00287), 220718 (Case Number 97-02109), 239992 (Case Number 97-02754), and 242446 (Case Number 97-04208). Notice was served on Respondent, as well as on the Customers whose complaints were the subject of this expungement proceeding. Neither Respondent nor any of the Customers appeared at the hearing.

Claimant provided an affidavit as to the settlements reached with each of the Customers. Claimant states in both his sworn affidavit as well as in his oral testimony that he is unable to produce any of the settlement agreements because he does not have possession of them, and Respondent has not appeared and is no longer a FINRA registered member.

Claimant presented evidence that he was not involved in the practices giving rise to the violations that were the subject of the occurrences described in Claimant's Statement of Claim, and that he had no knowledge of the improper, criminal conduct perpetrated by the principals of Respondent. The principals of Respondent were criminally prosecuted. The Arbitrator finds Claimant's testimony, to the effect that he had no knowledge of the criminal conduct giving rise to the customer complaints at issue, to be credible. Claimant testified that he was not involved in any of the settlement agreements and did not contribute to any of the settlements.

In reaching this decision, the Arbitrator considered the amounts paid by Respondent to settle, the fact that Claimant did not contribute to any of the settlements at issue, the fact that most of the Customers were not clients of Claimant, and the credibility of Claimant's testimony. The Arbitrator also took into consideration that none of the Customers who made the subject complaints appeared at the hearing.

3. 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 that employed the associated person at the time of the events giving rise to the dispute. Accordingly, as a party, Respondent is assessed the following:

Member Surcharge	= \$	150.00
------------------	------	--------

#### **Late Pre-Hearing Cancellation Fees**

Fees apply when a pre-hearing conference is cancelled within three business days of the scheduled conference:

December 21, 2020, cancellation requested by Claimant	= \$	WAIVED
---	------	--------

---

Total Late Pre-Hearing Cancellation Fees	= \$	WAIVED
--	------	--------

The Arbitrator has waived the total late pre-hearing cancellation fees.

#### **Postponement Fees**

Postponements granted during these proceedings for which fees were assessed or waived:

April 6, 2021, postponement requested by Claimant	= \$	50.00
---	------	-------

---

Total Postponement Fees	= \$	50.00
-------------------------	------	-------

The Arbitrator has assessed the total postponement fees to Claimant.

**Last-Minute Cancellation Fees**

Fees apply when a hearing on the merits is cancelled within three business days before the start of a scheduled hearing session:

April 6, 2021, cancellation requested by Claimant	= \$	600.00
<hr/>		
Total Last-Minute Cancellation Fees	= \$	600.00

The Arbitrator has assessed the total last-minute cancellation fees to Claimant.

**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: February 18, 2021	1 session	
One (1) hearing session on expungement request @ \$50.00/session	= \$	50.00
Hearing: September 21, 2021	1 session	
<hr/>		
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**

Noah Jonathan Hanft

-

Sole Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument, which is my award.

**Arbitrator's Signature**

***Noah Jonathan Hanft***

\_\_\_\_\_  
Noah Jonathan Hanft  
Sole Public Arbitrator

**09/30/2021**

\_\_\_\_\_  
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.

September 30, 2021

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