

Award
FINRA Dispute Resolution Services

In the Matter of the Arbitration Between:

Claimant
Steven Lee Dick

Case Number: 20-03247

vs.

Respondent
Edward D. Jones & Co., L.P.

Hearing Site: Nashville, Tennessee

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 Steven Lee Dick: Matthew G. White, Esq., Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, Memphis, Tennessee.

For Respondent Edward Jones & Co., L.P.: Jonathan Hackbarth, Esq., Quarles & Brady LLP, Milwaukee, Wisconsin.

CASE INFORMATION

Statement of Claim filed on or about: September 13, 2020.
Steven Lee Dick signed the Submission Agreement: September 13, 2020.

Statement of Answer filed by Respondent on or about: November 3, 2020.
Edward Jones signed the Submission Agreement: September 24, 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 stated that it does not oppose Claimant’s expungement request.

RELIEF REQUESTED

In the Statement of Claim, Claimant requested: expungement of Occurrence Numbers 1463623

and 1445907; compensatory damages in the amount of \$1.00 from Respondent; and any and all other relief to which he may be entitled.

In the Statement of Answer, Respondent opposed any claim for damages or liability.

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 March 5, 2021, Claimant advised that the customers in Occurrence Numbers 1463623 (“Customers A and B”) and 1445907 (“Customer C”) (“Customers”) were 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 9, 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, did not oppose the request for expungement.

Customers A, B and C did not participate in the expungement hearing. The Arbitrator found that Customers A, B and C 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 also noted that the disputes related to Occurrence Numbers 1463623 and 1445907 were not settled and, therefore, there were no settlement documents to review.

In recommending expungement, the Arbitrator relied upon Claimant’s testimony and Claimant’s hearing Exhibits 1 – 6, as follows: Exhibit 1 - BrokerCheck® Report for Claimant (highlighted pages 7 – 10 showing both complaints were denied); Exhibits 2 and 3 - Customers A, B and C’s Complaint Summaries; Exhibit 4 - Proof of Fed Ex Notice to Customers A, B and C’s at Last Known Addresses dated March 5, 2021; Exhibit 5 - the Parties’ Joint Agreement and Stipulation; and Exhibit 6 - Claimant’s CRD Form U-4 Application.

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 Numbers 1463623 and 1445907 from registration records maintained by the CRD for Claimant Steven Lee Dick (CRD Number 4717606) with the understanding that, pursuant to Notice to Members 04-16, Claimant Steven Lee Dick 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 1463623

Customers A and B complained that, when selling the annuity, Claimant gave them incorrect information regarding how income was received from the annuity, how the investments within the annuity worked and how the death benefit worked.

Claimant testified that he never committed any of the wrongdoing alleged in the complaint. Claimant further testified that Customers A and B were provided with more than one prospectus and that he advised Customers A and B of the 10-day free look period. Based on Claimant’s testimony, it appears as if the annuity was fully reviewed for Customers A and B prior to purchase.

Customers A and B did nothing to follow up on the initial complaint, as no arbitration, court claim or anything else was done by Customers A and B to further pursue the complaint. No settlement of any kind was entered into with Customers A and B.

The Arbitrator found Claimant’s testimony to be honest and credible. Claimant’s testimony, together with the exhibits and evidence admitted into the record, confirm Customers A and B’s allegations are clearly erroneous, factually impossible, and false.

Occurrence Number 1445907

Customer C complained that, when selling him an annuity, Claimant switched him from an annuity paying a higher guaranteed interest rate than that which was sold to him. Customer C also complained that the value of the annuity sub-accounts went down and that the required minimum distribution (“RMD”) schedule was not to his liking.

Claimant testified that he never committed any of the wrongdoing alleged in the complaint. Claimant also testified that Customer C approached him about replacement of his then current annuity because Customer C’s guaranteed rate on his then current annuity was scheduled to immediately reduce significantly and to a guaranteed amount which was less than the annuity which replaced it.

Additionally, Claimant testified that he assisted Customer C in establishing the RMD schedule that Customer C desired. Claimant testified that he had numerous meetings with

Customer C regarding the annuity in question and its variable nature. Claimant also testified that he provided Customer C with a prospectus and that all of the appropriate paperwork was completed.

Based on Claimant's testimony, it appears as if the annuity was fully reviewed for Customer C prior to purchase. Customer C did nothing to follow up on the initial complaint, as no arbitration, court claim or anything else was done by Customer C to further pursue the complaint. No settlement of any kind was entered into with Customer C.

The Arbitrator found Claimant's testimony honest and credible. Claimant's testimony, together with the exhibits and evidence admitted into the record, confirm that Customer C's allegations are clearly erroneous, factually impossible, and 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: January 12, 2021 1 session

One (1) hearing session on expungement request @ \$50.00/session = \$ 50.00

Hearing: March 9, 2021 1 session

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

Brian G. Mooney

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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

Brian G. Mooney

Brian G. Mooney
Sole Public Arbitrator

03/24/2021

Signature Date

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March 24, 2021

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