

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

---

In the Matter of the Arbitration Between:

Claimants

Malesa Lynn Young  
Kurt Eugene Chana

Case Number: 21-01028

vs.

Respondent

Brian Allan Cobb

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: Customers vs. Associated Person

This matter proceeded pursuant to Rule 12800 of the Code of Arbitration Procedure (“Code”).

The expungement hearing was conducted by videoconference.

**REPRESENTATION OF PARTIES**

Claimant Malesa Lynn Young appeared pro se.

Claimant Kurt Eugene Chana appeared pro se.

For Respondent Brian Allan Cobb: Wes Holston, Esq., Bressler, Amery, Ross, P.C., Fort Lauderdale, Florida.

**CASE INFORMATION**

Statement of Claim filed on or about: April 19, 2021.

Malesa Lynn Young signed the Submission Agreement: April 19, 2021.

Kurt Eugene Chana signed the Submission Agreement: April 19, 2021.

Statement of Answer and Counterclaim filed by Respondent on or about: June 10, 2021.

Brian Allan Cobb signed the Submission Agreement: June 10, 2021.

### **CASE SUMMARY**

In the Statement of Claim, Claimants did not delineate a specific cause of action against Respondent but asserted there was a dispute between Claimants and Respondent after the passing of Claimants' father, Respondent's previous customer. The dispute relates to the fees quoted by Respondent in selling Claimants' stock.

In the Statement of Answer and Counterclaim, Respondent denied the allegations made in the Statement of Claim and asserted various affirmative defenses, and asserted a counterclaim seeking expungement of this customer dispute information from registration records maintained by the Central Registration Depository ("CRD").

### **RELIEF REQUESTED**

In the Statement of Claim, Claimants requested damages in the amount of \$35,107.62.

In the Statement of Answer and Counterclaim, Respondent requested: that Claimants take nothing by their claims and that their claims be dismissed in their entirety, with prejudice; that all FINRA forum fees be assessed against Claimants; that this matter (Occurrence Number 2079481) be expunged from the CRD record of Respondent; and that a cease-and-desist order be entered against Claimants to prevent any further defamatory statements regarding Respondent and his employer, Edward Jones.

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

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

On July 19, 2021, Respondent withdrew his request for a cease-and-desist order and temporary restraining order against Claimants, per an agreement between the parties. Therefore, the Arbitrator made no determination with respect to this relief request.

On August 3, 2021, Respondent submitted an affidavit attesting to the underlying facts and events of the case.

The Arbitrator conducted a recorded hearing by videoconference on September 2, 2021, so the parties could present oral argument and evidence on Respondent's request for expungement.

Claimants participated in the expungement hearing and opposed the request for expungement.

On September 3, 2021, the Arbitrator issued a post-hearing Order requesting additional information on certain fees and charges applicable to the transactions at issue. On September 3, 2021, Claimants submitted a response, with an exhibit, and a request for clarification of the Arbitrator's Order.

On September 7, 2021, the Arbitrator issued a supplemental post-hearing Order to clarify the previous Order. On September 17, 2021, Claimants submitted a response to the Order, with various exhibits. On September 24, 2021, Respondent submitted a response to the Order, with various exhibits.

The Arbitrator has provided an explanation of the decision in this award. The explanation is for the information of the parties only and is not precedential in nature.

This matter was decided only as to commissions and related fees set forth in the Statement of Claim. No other damages were sought, or evidence provided, by Claimants pursuant to any other theory or claim at law or in equity. I find that Claimants were informed of the actual commission percentages before the trades were entered. As they chose to make the transactions after being told by Respondent that the earlier commission percentages were in error, the ultimate causation for the alleged damages rested with them and not Respondent. However, the additional plus charges and transactions fees for trades were not disclosed properly prior to the trades being entered and the liability for that omission rests with Respondent.

Although unintentional, Respondent failed to advise Claimants of the additional plus fees and transaction fees added for each trade. This left Claimants with insufficient, inaccurate information as to the actual costs of the transactions. Consequently, they could not make a fully informed decision to make the trades and incur the costs, not make the trades, or, in the alternative, move the accounts elsewhere. Failing to disclose the accurate charges associated with selling securities in these customers' accounts after they requested the same was the Respondent's mistake and a sales practice violation. No further or other relief is granted.

It is to be noted that Respondent to his great credit, as testimony to his character and contrary to his best interests testified that he did make a mistake in failing to provide to Claimants the additional plus charges and transaction fees for each trade. Had he not testified and voluntarily made that known to the Arbitrator, the decision in this case would be otherwise.

### **AWARD**

After considering the pleadings, the Arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. Respondent Brian Allan Cobb is liable for and shall pay to Claimant Malesa Lynn Young the sum of \$9,278.45 in compensatory damages.
2. Respondent Brian Allan Cobb is liable for and shall pay to Claimant Kurt Eugene Chana the sum of \$9,278.45 in compensatory damages.
3. Respondent Brian Allan Cobb's (CRD Number 6020022) request for expungement of this case (Occurrence Number 2079481) from his CRD records is denied.
4. Any and all claims for relief not specifically addressed herein, including any requests for punitive damages, treble damages, and attorneys' fees, are denied.
5. FINRA Dispute Resolution Services shall retain the \$600.00 filing fee that Claimants deposited previously.

**FEES**

Pursuant to the Code:

1. Non-Party Edward Jones has paid to FINRA Dispute Resolution Services the \$750.00 Member Surcharge and \$1,750.00 of the total \$3,850.00 Member Process Fee invoiced. The \$2,100.00 balance of the Member Process Fee remains due and owing.
2. The Arbitrator has assessed the \$1,150.00 expungement hearing session fee to Respondent Brian Allan Cobb.

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

**ARBITRATOR**

John P. Cullem

-

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**

***John P. Cullem***

\_\_\_\_\_  
John P. Cullem  
Sole Public Arbitrator

**10/07/2021**

\_\_\_\_\_  
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.

October 07, 2021

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