

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

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In the Matter of the Arbitration Between:

Claimant  
Raymond E. Guarini

Case Number: 21-01595

vs.

Respondent  
Windsor Street Capital, L.P.

Hearing Site: New York, New York

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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

The evidentiary hearing was conducted by videoconference.

**REPRESENTATION OF PARTIES**

For Claimant Raymond Edward Guarini: Michael H. Ference, Esq., and Thomas P. McEvoy, Esq., Sichenzia Ross Ference LLP, New York, New York.

Respondent Windsor Street Capital, L.P. did not enter an appearance.

**CASE INFORMATION**

Statement of Claim filed on or about: June 22, 2021.

Raymond Edward Guarini signed the Submission Agreement: June 22, 2021.

Windsor Street Capital, L.P. did not file a Statement of Answer or sign a Submission Agreement.

**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”).

**RELIEF REQUESTED**

In the Statement of Claim, Claimant requested: expungement of Occurrence Number 2017486; and compensatory damages in the amount of \$1.00.

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.

Respondent did not file a Statement of Answer or 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 February 24, 2022, Claimant advised that the customer in Occurrence Number 2017486 (“Customer”) was served with the Statement of Claim and notice of the date and time of the expungement hearing.

The Arbitrator conducted a recorded hearing by videoconference on February 28, 2022, so the parties could present oral argument and evidence on Claimant’s request for expungement.

Respondent did not participate in the expungement hearing.

The Customer also 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 2017486, 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 contributed to the settlement amount. However, expungement is still appropriate as the record reflects that Claimant was under a contractual agreement with Respondent which included an indemnification agreement. Based on Claimant’s testimony, Claimant participated in the settlement cost in an effort to minimize his financial exposure under his indemnification agreement and to forgo the expense of his travel to Colorado from his home in New York to defend this allegation.

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

### **AWARD**

After considering the pleadings, the testimony and evidence presented at the expungement hearing, 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 2017486 from registration records maintained by the CRD for Claimant Raymond E. Guarini

(CRD Number 4699488) with the understanding that, pursuant to Notice to Members 04-16, Claimant Raymond E. Guarini 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:

The Customer alleged that in April 2014, Claimant solicited him to purchase large positions of UQM Technologies (“UQM”) for both accounts, which investment the Customer maintained was unsuitable based on his investor profile. The Customer also alleged that in August 2015, Claimant solicited him to invest \$22,500.00 in a Private Placement called Signpath Pharma, Inc. (the “Private Placement”), which the Customer alleged was also unsuitable. The Customer alleged that not only were the foregoing investments unsuitable, but Claimant did not properly diversify the Customer’s accounts. The Customer claimed that he sustained a net out-of-pocket loss of \$96,962.44, which included the entire \$22,500.00 that he invested in the Private Placement. As such the Customer sought damages of \$112,429.55, plus statutory interest and costs.

The record reflects through documentary evidence and testimony, that the Customer was a long-time client of Claimant, and satisfied with Claimant’s handling of his accounts that the Customer transferred his accounts with Claimant on two separate occasions from Respondent to First Standard Financial Company LLC and, ultimately, to Westpark Capital, Inc.

The record also reflects that the customer was an experienced, sophisticated and well-informed investor, who approved and ratified each and every trade in his two accounts with Respondent. The Customer also received monthly account statements and trade confirmations for all the activity in his accounts and discussed every trade with Claimant prior to its execution. The trading in the Customer’s accounts at all times conformed with his self-identified investment objective, which was speculation, and risk exposure, which was maximum risk/speculative. It is clear from the record that the Customer had the financial wherewithal to engage in risky, speculative trading, and was an accredited investor, as evidenced by the Customer’s subscription agreements for the Private Placement.

Claimant testified that he spoke to the Customer frequently about the investments in his accounts, including UQM and the Private Placement, as well as the stock market and other investments in general. Claimant routinely forwarded the Customer research and financial reports for UQM, which reports discussed aspects of the company including financial information, company developments, and risk factors associated with ownership of the company’s stock. Claimant and the Customer also discussed the potential risks regarding an investment in UQM prior to the Customer making the investment. Claimant also forwarded

the Customer information regarding the Private Placement, and the Customer completed and signed the investor questionnaire and subscription documents.

The trading in the Customer's accounts conformed with his investment objectives, risk tolerance, investor experience, and financial wherewithal, and the Customer approved and ratified all the trading in his account, including in UQM and the Private Placement.

### **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 = \$ 1,600.00

*\*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 event giving rise to the dispute. Accordingly, as a party, Respondent is assessed the following:

Member Surcharge = \$ 2,000.00

Member Process Fee = \$ 3,850.00

#### **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 @ \$1,150.00/session = \$ 1,150.00  
Pre-Hearing Conference: October 5, 2021 1 session

One (1) hearing session on expungement request @ \$1,150.00/session = \$ 1,150.00  
Hearing: February 28, 2022 1 session

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Total Hearing Session Fees = \$ 2,300.00

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**

Steven C. Kasarda

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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**

***Steven C. Kasarda***

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Steven C. Kasarda  
Sole Public Arbitrator

**03/07/2022**

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Signature Date

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March 08, 2022

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