

Award
FINRA Office of Dispute Resolution

In the Matter of the Arbitration Between:

Claimants

Case Number: 17-02973

Joseph Cage
Susan Cage
Patricia Harrison Adams
Richard Beach
Michael Cage
Christian Service Program Institute
Roy and Ann Fish Family Trust
Roy Fish
John Hayter
Nina Hayter
Elizabeth Hennigan
Christian Harrison
Randy Kornrumpf
Barbara Kornrumpf
Johnny Ray Maddox
Elizabeth Ann Maddox
Sharon Mathews
David McClamroch
James McClamroch, M.D.
N. Harris McClamroch
Susan McClamroch Dixon
Dorothy McClamroch Family Limited Partnership
Bob Pettitt, Jr.
Paul Gladden Pettitt Trust
Charles Clark Pettitt Trust
Richard Eugene Pettitt Trust
Alden Reeves
Adrane Reeves
Roland Toups
Judith Burford
Hall Burford
Galilee Baptist Church
Jerald Harper
Harvey Kemper, IV
Candace Kemper
Juanita Tucker
Rory White
Pamela White
David Wilkins
Brenda Viselli
Tracy Toups

vs.

Respondents

Thomas Whitmeyer O'Brien
Raymond James & Associates, Inc.

Hearing Site: Shreveport, Louisiana

Nature of the Dispute: Customers vs. Member and Associated Person

This case was decided by an all-public panel.

REPRESENTATION OF PARTIES

For Claimants Joseph Cage, Susan Cage, Patricia Harrison Adams, Richard Beach, Michael Cage, Christian Service Program Institute, Roy and Ann Fish Family Trust, Roy Fish, John Hayter, Nina Hayter, Elizabeth Hennigan, Christian Harrison, Randy Kornrumpf, Barbara Kornrumpf, Johnny Ray Maddox, Elizabeth Ann Maddox, Sharon Mathews, David McClamroch, James McClamroch, M.D., N. Harris McClamroch, Susan McClamroch Dixon, Dorothy McClamroch Family Limited Partnership, Bob Pettitt, Jr., Paul Gladden Pettitt Trust, Charles Clark Pettitt Trust, Richard Eugene Pettitt Trust, Alden Reeves, Adrane Reeves and Roland Toups, hereinafter collectively referred to as "Original Claimants"; Claimants Judith Burford, Hall Burford, Galilee Baptist Church, Jerald Harper, Harvey Kemper, IV, Candace Kemper, Juanita Tucker, Rory White, Pamela White and David Wilkins, hereinafter collectively referred to as "First Amended Claimants"; and Claimants Brenda Viselli and Tracy Toups, hereinafter collectively referred to as "Second Amended Claimants": Frank "Kim" Breese, III, Esq., Breese Law Office, PLLC, Ridgeland, Mississippi.

Hereinafter, Original Claimants, First Amended Claimants and Second Amended Claimants are collectively referred to as "Claimants."

For Respondents Raymond James & Associates, Inc. ("RJA") and Thomas Whitmeyer O'Brien ("O'Brien"): Stephen H. Kupperman, Esq. and George C. Freeman, III, Esq., Barraso Usdin Kupperman Freeman & Sarver, LLC, New Orleans, Louisiana.

Hereinafter, RJA and O'Brien are collectively referred to as "Respondents."

CASE INFORMATION

Statement of Claim filed on or about: November 3, 2017.

First Amended Statement of Claim: December 20, 2017.

Second Amended Statement of Claim: May 9, 2018.

Original Claimants signed Submission Agreements: November 3, 2017.

First Amended Claimants signed Submission Agreements: December 20, 2017.

Second Amended Claimants signed Submission Agreements: October 17, 2019.

Statement of Answer filed by Respondents on or about: June 4, 2018.

RJA signed the Submission Agreement: November 10, 2017.

O'Brien signed the Submission Agreement: March 27, 2018.

CASE SUMMARY

The Statement of Claim asserted the following causes of action: violations of FINRA rules and industry standards; breach of contract; breach of federal and state laws; fraudulent and/or negligent representation; and fraudulent concealment. The First Amended Statement of Claim named the First Amended Claimants as additional claimants. The Second Amended Statement of Claim named the Second Amended Claimants as additional claimants and advised that Brenda Viselli is filing her claim pursuant to a federal court order.

Among other claims presented throughout the hearing, the causes of action relate to Claimants' investments in various oil and gas master limited partnerships and unit investment trusts, including Linn Energy, Memorial Production Partners, Calumet Partners and Cushing MLP Funds, as well as allegations of overconcentration and an alleged unauthorized trading pattern in Claimants' accounts by unnamed party Mr. L and unlawful commissions received.

Unless specifically admitted in the Statement of Answer, Respondents denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

In the Statement of Claim, First Amended Statement of Claim and Second Amended Statement of Claim, Claimants requested:

1. Compensatory damages exceeding \$5,000,000.00;
2. Punitive damages;
3. Interest;
4. Attorneys' fees;
5. Costs; and
6. Forum fees.

In the Statement of Answer, Respondents requested:

1. Dismissal of this action;
2. Claimants bear all costs and assessments by FINRA;
3. All costs and expenses incurred in relation to these claims and this arbitration;
and
4. All other relief to which it may be entitled, including attorneys' fees.

At the close of the hearing, the Remaining Claimants (as defined in Other Issues Considered and Decided below) requested \$8,906,685.00 in damages.

OTHER ISSUES CONSIDERED AND DECIDED

The Arbitrators acknowledge that they have each read the pleadings and other materials filed by the parties.

On December 20, 2017, Original Claimants filed a First Amended Statement of Claim before the Panel's appointment to the case. Therefore, in accordance with Rule

12309(a) of the Code of Arbitration Procedure (“Code”), the First Amended Statement of Claim became part of the record.

On January 29, 2018, Original Claimants, First Amended Claimants and Respondents jointly requested to change the hearing location from Jackson, Mississippi to Shreveport, Louisiana.

On April 30, 2019, Original Claimants and First Amended Claimants filed an Unopposed Motion to Amend the Statement of Claim to name the Second Amended Claimants as additional claimants and to advise that Brenda Viselli is filing her claim pursuant to a federal court order. By Order dated May 8, 2019, the Panel granted the Motion to Amend the Statement of Claim and the Second Amended Statement of Claim became part of the record.

The Panel noted that, prior to the commencement of the May 2019 evidentiary hearings, the following claimants settled their claims: Judith Burford, Hall Burford, Harvey Kemper, IV, Candace Kemper, Randy Kornrumpf, Barbara Kornrumpf, Sharon Mathews, Alden Reeves, Adrane Reeves and Juanita Tucker (hereinafter, collectively referred to as “Settled Claimants”). Additionally, the following claimants withdrew their individual claims: Roy Fish, David McClamroch, James McClamroch, M.D., N. Harris McClamroch and Susan McClamroch Dixon (hereinafter, collectively referred to as “Withdrawn Claimants”). In withdrawing their claims, the Withdrawn Claimants confirmed that the Roy and Ann Fish Family Trust, Randall Fish Trustee, and the Dorothy McClamroch Family L.P., David McClamroch, General Partner, remain as claimants in this matter.

On September 11, 2019, the Panel issued an Order for the remaining claimants in this matter to provide a complete list of all the remaining claimants and the manner in which payment, if any, is intended to be made.

On September 12, 2019, the remaining claimants submitted the list of names for purposes of Award payment. Respondents did not file a response.

The Panel has determined that the following are the “Remaining Claimants”:

- Patricia Harrison Adams;
- Richard Beach;
- Joseph and Susan Cage;
- Joe Cage IRA;
- Susan Cage IRA;
- Michael Cage, Jr.;
- Michele McDonald Trust FBO Jordan Caroline Cage, Michael Cage, Trustee;
- Michele McDonald Trust FBO Taylor Virginia Cage, Michael Cage, Trustee;
- Christian Service Program Institute;
- Galilee Baptist Church;
- Jerald Harper 401k;
- John Hayter 401k;
- Nina Hayter 401k;
- Nina Hayter IRA;
- Elizabeth Hennigan;
- Dorothy McClamroch Family Limited Partnership - David R. McClamroch,

General Partner;
J.R. and Elizabeth Maddox;
Bob Pettitt, Jr.;
Paul G. Pettitt Trust, Paul Pettitt, Trustee;
Charles C. Pettitt Trust, Charles Pettitt, Trustee;
Richard E. Pettitt Trust, Bob Pettitt, Jr., Trustee;
Roland Toups;
Tracy Toups;
Brenda Viselli;
Rory White IRA;
Pamela White IRA;
David Wilkins;
Randall Fish as Trustee of the Roy and Ann Fish Family Trust; and
Christian Harrison.

The Panel noted that the above are the proper names of the Remaining Claimants and will be noted in the Award section below.

On September 11, 2019, the Panel also issued an Order for Respondents to provide additional information and documents as it applies to the expungement request in Respondents' pre-hearing brief of May 6, 2019 and heard during the evidentiary hearing, which the Panel deems applicable only to O'Brien. On September 13, 2019, Respondents filed the requested additional information and documents regarding expungement for O'Brien. Remaining Claimants did not file a response.

During the recorded in-person evidentiary hearing, the Panel heard oral argument and evidence on O'Brien's request for expungement. Remaining Claimants participated in the expungement portion of the hearing and contested the request for expungement.

The Panel reviewed the BrokerCheck® Report for O'Brien.

The Panel also reviewed the settlement documents between Respondents and the Settled Claimants, considered the amount of payments made to any party, and considered other relevant terms and conditions of the settlement. The Panel noted that settlement was not conditioned on the Settled Claimants not opposing the request for expungement. The Panel also noted that O'Brien did not contribute to the settlement amounts. The Panel further noted that there are no settlement documents to review for the claims of the Withdrawn Claimants.

In recommending expungement, the Panel relied upon the testimony of O'Brien, the Remaining Claimants and the exhibits entered into evidence at the hearing.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions, the Panel has decided in full and final resolution of

the issues submitted for determination as follows:

1. RJA is liable for and shall pay to Patricia Harrison Adams the following:
 - a. The amount of \$120,096.00 in compensatory damages; and
 - b. Interest on the amount of \$120,096.00 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$120,096.00 is paid in full.
2. RJA is liable for and shall pay to Richard Beach the following:
 - a. The amount of \$78,697.50 in compensatory damages; and
 - b. Interest on the amount of \$78,697.50 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$78,697.50 is paid in full.
3. RJA is liable for and shall pay to Joseph and Susan Cage the following:
 - a. The amount of \$214,227.75 in compensatory damages; and
 - b. Interest on the amount of \$214,227.75 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$214,227.75 is paid in full.
4. RJA is liable for and shall pay to the Joe Cage IRA the following:
 - a. The amount of \$24,004.50 in compensatory damages; and
 - b. Interest on the amount of \$24,004.50 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$24,005.50 is paid in full.
5. RJA is liable for and shall pay to Susan Cage IRA the following:
 - a. The amount of \$34,914.75 in compensatory damages; and
 - b. Interest on the amount of \$34,914.75 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$34,914.75 is paid in full.
6. RJA is liable for and shall pay to Michael Cage, Jr. the following:
 - a. The amount of \$217,210.40 in compensatory damages; and
 - b. Interest on the amount of \$217,210.40 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$217,210.40 is paid in full.
7. RJA is liable for and shall pay to the Michele McDonald Trust FBO Jordan Caroline Cage, Michael Cage, Trustee the following:
 - a. The amount of \$123,365.97 in compensatory damages; and
 - b. Interest on the amount of \$123,365.97 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$123,365.97 is paid in full.
8. RJA is liable for and shall pay to the Michele McDonald Trust FBO Taylor Virginia Cage, Michael Cage, Trustee the following:
 - a. The amount of \$129,270.24 in compensatory damages; and
 - b. Interest on the amount of \$129,270.24 at the rate of 6% per annum from

the dates of service of the Award until the date the amount of \$129,270.24 is paid in full.

9. RJA is liable for and shall pay to Christian Service Program Institute the following:
 - a. The amount of \$12,666.35 in compensatory damages; and
 - b. Interest on the amount of \$12,666.35 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$12,666.35 is paid in full.

10. RJA is liable for and shall pay to Galilee Baptist Church the following:
 - a. The amount of \$111,029.55 in compensatory damages; and
 - b. Interest on the amount of \$111,029.55 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$111,029.55 is paid in full.

11. RJA is liable for and shall pay to Jerald Harper 401k the following:
 - a. The amount of \$233,808.90 in compensatory damages; and
 - b. Interest on the amount of \$233,808.90 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$233,808.90 is paid in full.

12. RJA is liable for and shall pay to John Hayter 401k the following:
 - a. The amount of \$120,620.25 in compensatory damages; and
 - b. Interest on the amount of \$120,620.25 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$120,620.25 is paid in full.

13. RJA is liable for and shall pay to Nina Hayter 401k the following:
 - a. The amount of \$6,867.75 in compensatory damages; and
 - b. Interest on the amount of \$6,867.75 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$6,867.75 is paid in full.

14. RJA is liable for and shall pay to Nina Hayter IRA the following:
 - a. The amount of \$4,251.00 in compensatory damages; and
 - b. Interest on the amount of \$4,251.00 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$4,251.00 is paid in full.

15. RJA is liable for and shall pay to Elizabeth Hennigan the following:
 - a. The amount of \$117,292.50 in compensatory damages; and
 - b. Interest on the amount of \$117,292.50 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$117,292.50 is paid in full.

16. RJA is liable for and shall pay to Dorothy McClamroch Family Limited Partnership - David R. McClamroch, General Partner the following:
 - a. The amount of \$336,468.80 in compensatory damages; and

- b. Interest on the amount of \$336,468.80 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$336,468.80 is paid in full.
17. RJA is liable for and shall pay to J.R. and Elizabeth Maddox the following:
 - a. The amount of \$38,011.50 in compensatory damages; and
 - b. Interest on the amount of \$38,011.50 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$38,011.50 is paid in full.
18. RJA is liable for and shall pay to Bob Pettitt, Jr. the following:
 - a. The amount of \$94,689.00 in compensatory damages; and
 - b. Interest on the amount of \$94,689.00 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$94,689.00 is paid in full.
19. RJA is liable for and shall pay to Paul G. Pettitt Trust, Paul Pettitt, Trustee the following:
 - a. The amount of \$24,006.75 in compensatory damages; and
 - b. Interest on the amount of \$24,006.75 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$24,006.75 is paid in full.
20. RJA is liable for and shall pay to Charles C. Pettitt Trust, Charles Pettitt, Trustee the following:
 - a. The amount of \$20,700.75 in compensatory damages; and
 - b. Interest on the amount of \$20,700.75 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$20,700.75 is paid in full.
21. RJA is liable for and shall pay to Richard E. Pettitt Trust, Bob Pettitt, Jr., Trustee the following:
 - a. The amount of \$28,521.75 in compensatory damages; and
 - b. Interest on the amount of \$28,521.75 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$28,521.75 is paid in full.
22. RJA is liable for and shall pay to Roland Toups the following:
 - a. The amount of \$281,015.00 in compensatory damages; and
 - b. Interest on the amount of \$281,015.00 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$281,015.00 is paid in full.
23. RJA is liable for and shall pay to Tracy Toups the following:
 - a. The amount of \$160,757.85 in compensatory damages; and
 - b. Interest on the amount of \$160,757.85 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$160,757.85 is paid in full.

24. RJA is liable for and shall pay to Brenda Viselli the following:
 - a. The amount of \$124,885.50 in compensatory damages; and
 - b. Interest on the amount of \$124,885.50 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$124,885.50 is paid in full.

25. RJA is liable for and shall pay to Rory White IRA the following:
 - a. The amount of \$47,511.10 in compensatory damages; and
 - b. Interest on the amount of \$47,511.10 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$47,511.10 is paid in full.

26. RJA is liable for and shall pay to Pamela White IRA the following:
 - a. The amount of \$15,920.00 in compensatory damages; and
 - b. Interest on the amount of \$15,920.00 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$15,920.00 is paid in full.

27. RJA is liable for and shall pay to David Wilkins the following:
 - a. The amount of \$102,939.30 in compensatory damages; and
 - b. Interest on the amount of \$102,939.30 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$102,939.30 is paid in full.

28. RJA is liable for and shall pay to Randall Fish as Trustee of the Roy and Ann Fish Family Trust the following:
 - a. The amount of \$80,321.25 in compensatory damages; and
 - b. Interest on the amount of \$80,321.25 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$80,321.25 is paid in full.

29. RJA is liable for and shall pay to Christian Harrison the following:
 - a. The amount of \$82,637.00 in compensatory damages; and
 - b. Interest on the amount of \$82,637.00 at the rate of 6% per annum from the dates of service of the Award until the date the amount of \$82,637.00 is paid in full.

30. RJA is liable for and shall pay to Remaining Claimants the amount of \$140,000.00 in expert witness fees.

31. RJA is liable for and shall pay to Remaining Claimants the amount of \$25,000.00 in costs and travel expenses for Remaining Claimants' counsel.

32. RJA is liable for and shall pay to Remaining Claimants the amount of \$750.00 as reimbursement for the non-refundable portion of the claim filing fee previously paid by Remaining Claimants to FINRA Office of Dispute Resolution.

33. Remaining Claimants' claims against O'Brien are denied in their entirety.
34. The Panel recommends the expungement of all references to the above-captioned arbitration, occurrence number 1961510, from registration records maintained by the Central Registration Depository ("CRD"), for Respondent Thomas Whitmeyer O'Brien (CRD# 2282208), with the understanding that, pursuant to Notice to Members 04-16, Respondent Thomas Whitmeyer O'Brien 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 12805 of the Code, the Panel has made the following Rule 2080 affirmative findings of fact:

The claim, allegation, or information is factually impossible or clearly erroneous.

The registered person was not involved in the alleged investment-related sales practice violation, forgery, theft, misappropriation, or conversion of funds.

The Panel has made the above Rule 2080 findings based on the following reasons:

As Branch Manager, O'Brien had no meaningful and direct contact with Claimants as to their investments, risk discussions and other matters involving their accounts. His branch had over 11,000 accounts and Claimants were not an easily verifiable and homogeneous group like at the evidentiary hearing. The tools available to him as a manager were insufficient for him to note the excessive levels of concentration in Claimants' accounts and he justifiably relied upon his operations manager under delegated authority and Claimants to bring matters to his attention. Although O'Brien was not the financial advisor assigned to Claimants' accounts, he did take steps to inform his brokers to be mindful of over-concentration in the oil and gas sector. Also, letters were sent to Claimants concerning their investment objectives and risk tolerances and Claimants did not respond to the correspondence.

35. Any and all claims for relief not specifically addressed herein, including Remaining Claimants' request for punitive damages and the parties' requests for attorneys' fees, are denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

FINRA Office of Dispute Resolution assessed a filing fee* for each claim:

Initial Claim Filing Fee = \$ 2,250.00

**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, RJA is assessed the following:

Member Surcharge = \$ 3,600.00
Member Process Fee = \$ 6,800.00

Postponement Fees

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

April 15-19, 2019, postponement by Claimants and Respondents = WAIVED
June 18, 2019, postponement by the parties = WAIVED

Contested Motion for Issuance of Subpoena Fee

Fees apply for each decision on a contested motion for the issuance of a subpoena.

One (1) decision on a contested motion for the issuance of a subpoena with one arbitrator @ \$250.00 = \$250.00

Total Contested Motion for Issuance of Subpoena Fee = \$250.00

The Panel has assessed \$250.00 of the contested motion for issuance of subpoenas fees to RJA.

Hearing Session Fees and Assessments

The Panel has assessed hearing session fees for each session conducted. A session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) pre-hearing sessions with the Panel @ \$1,500.00/session = \$3,000.00
Pre-hearing conferences: March 27, 2018 1 session
April 5, 2018 1 session

Seventy-Three (73) hearing sessions @ \$1,500.00/session = \$109,500.00
Hearing Dates: May 13, 2019 2 sessions
May 14, 2019 2 sessions
May 15, 2019 2 sessions
May 16, 2019 2 sessions
May 17, 2019 2 sessions

May 20, 2019	3 sessions
May 21, 2019	2 sessions
May 22, 2019	2 sessions
May 23, 2019	2 sessions
May 24, 2019	2 sessions
June 17, 2019	2 sessions
June 19, 2019	2 sessions
June 20, 2019	2 sessions
June 21, 2019	1 session
June 24, 2019	3 sessions
June 25, 2019	2 sessions
June 26, 2019	2 sessions
June 27, 2019	2 sessions
June 28, 2019	2 sessions
July 23, 2019	2 sessions
July 24, 2019	2 sessions
July 25, 2019	2 sessions
July 26, 2019	2 sessions
August 19, 2019	2 sessions
August 20, 2019	2 sessions
August 21, 2019	2 sessions
August 22, 2019	2 sessions
August 23, 2019	2 sessions
August 24, 2019	3 sessions
August 26, 2019	2 sessions
August 27, 2019	2 sessions
August 28, 2019	2 sessions
August 29, 2019	3 sessions
August 30, 2019	2 sessions
August 31, 2019	2 sessions

Total Hearing Session Fees = \$112,500.00

The Panel has assessed \$1,500.00 of the hearing session fees jointly and severally to Claimants.

The Panel has assessed \$111,000.00 of the hearing session fees to RJA.

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

ARBITRATION PANEL

John P. Cullem	-	Public Arbitrator, Presiding Chairperson
Langfred W. White	-	Public Arbitrator
Stuart K. Furman	-	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.

Concurring Arbitrators' Signatures

John P. Cullem

John P. Cullem
Public Arbitrator, Presiding Chairperson

10/25/2019

Signature Date

Langfred W. White

Langfred W. White
Public Arbitrator

10/25/2019

Signature Date

Stuart K. Furman

Stuart K. Furman
Public Arbitrator

10/25/2019

Signature Date

October 28, 2019

Date of Service (For FINRA Office of Dispute Resolution office use only)