SECURITIES ARBITRATION ALERT 2022-28 (7/21/22)

George H. Friedman, Editor-in-Chief

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- ***Behar v. FINRA Dispute Resolution Services, Inc*., No. 650573/2022 (Supreme Ct., NY Cty. Jun. 28, 2022)**
- ***Gist v. Zoan Management, Inc*., No. S067992 (Ore. Jul. 8, 2022)**
- ***McCormack v. Seeley*, FINRA ID No. 21-01004 (Philadelphia, PA, Jun. 9. 2022)**
- ***Cong v. Interactive Brokers*, FINRA ID No. 21-02593 (Manchester, NH, Jun. 17, 2022)**

ARTICLES OF INTEREST:

- **Renard R., *Arbitration Tech Toolbox: Technology-related Dispute Resolution: Tailored Rules at UNCITRAL*, Kluwer Arbitration Blog (Jul. 13, 2022)**
- ***ERISA Plan Arbitration Clauses Likely Headed to U.S. Supreme Court,* Hall Benefits Law (Jul. 11, 2022)**
- ***Will Citi Block a $1.4M Award to the Broker who Called it a "Boys Club"?*, Financial Planning (Jul. 11, 2022)**
- ***Dozens of Reg BI Cases Filed in Finra Arbitration Forum*, Financial Advisor IQ (Jul. 12, 2022)**
- ***FINRA Bars Two Individuals for Cheating on Online Qualification Exams*, www.finra.org (Jul. 13, 2022)**
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- ***SEC Awards Whistleblowers More Than $6 Million*, www.sec.gov (Jul. 15, 2022)**

DID YOU KNOW?

- **Find Past Feature Articles on Our Blog**

ANOTHER FEATURE ARTICLE IS COMING SOON. *Recent Supreme Court cases suggest: "that arbitration is actually better thought of as a settlement agreement delegating to arbitrators the power to impose a resolution on parties unable to settle their dispute on their own." So contend authors Stephanie Korenman and Aegis Frumento in a new feature article coming in the next* Alert.

SQUIBS: IN-DEPTH ANALYSIS

BEWARE OF ARBITRATION CLAUSES IN TERMS OF SERVICE: SHOULD AN ATTORNEY AGREE TO THEM WHEN INVESTIGATING A CLIENT'S CLAIM? ***When determining if there is an agreement to arbitrate, a court should proceed to trial and therefore is not authorized to dismiss a motion to compel until all questions of fact have been resolved.*** *Knapke v. PeopleConnect, Inc.*, No. 21-35690 (9th Cir. Jun. 29, 2022), considers whether an attorney can bind a client to an arbitration clause. In the underlying complaint, Barbara Knapke asserts that PeopleConnect, Inc. used her name and likeness on their Website and for advertisements, Classmates.com, without her consent. Knapke's attorney, Christopher Reilly, created an account on Classmates.com, during which he agreed to the Terms of Service (the "Terms"). The Terms included an arbitration agreement that could have been waived in writing within 30 days of account formation. It is unclear if Reilly was acting as Knapke's agent or if he had the authority to do so at the time he agreed to the Terms.

Motion to Compel

PeopleConnect moved to compel arbitration, arguing that Knapke was bound by the arbitration agreement signed by her attorney. Knapke does not contest that her claim falls under the arbitration agreement, but rather that she is not bound by the agreement, as she never signed it. She also argues that Reilly had no authority to create an account or sign the agreement on her behalf, pointing out that the Terms did not permit an account to be created on another's behalf. She further argues that Reilly created the account to satisfy his obligations of due diligence under the Federal Rules of Civil Procedure. The issue at hand is whether Knapke may be bound by her agent's actions in accepting the Terms.

District Court Declines to Compel

Knapke wanted to pursue both an individual and class action right of publicity claim under Ohio law on behalf of herself and other Ohio residents affected by PeopleConnect's advertising policies. PeopleConnect moved to compel arbitration based on an arbitration agreement in their Terms of Service and asked for the right to conduct arbitration-related discovery. Knapke is an Ohio resident; PeopleConnect, Inc. is incorporated in Delaware with a principal place of business in Washington. The District Court applied Ohio law and rejected PeopleConnect's arguments, finding that no evidence existed of Knapke giving Reilly authority. The District Court dismissed PeopleConnect's motion to compel arbitration as well as its request to proceed with discovery.

Issue on Appeal: Whether an Agreement has Been Formed

On appeal, PeopleConnect argues that Reilly was acting as Knapke's agent when he created his Classmates.com account. The record, however, does not provide an exact time frame for when an agency relationship was formed. This is a material issue of fact in determining if Knapke is bound by the arbitration provision. Because the District Court did not permit discovery on this issue, the Ninth Circuit holds that the trial court improperly denied the motion. PeopleConnect further argues that Knapke is bound by Reilly's assent to the Terms.

District Court Reversed
The Circuit Court considers this issue under Washington law, finding the District Court improperly applied Ohio law. Under Washington law, a nonsignatory may be bound under several theories. The Court determined that there still existed a dispute over whether Reilly had "implied actual authority" to act of Knapke's behalf. An agent may have implied authority to perform the usual and necessary acts associated with the authorized services. A question remained as to whether Reilly created the Classmates.com account with Knapke's implied authority and warranted further discovery. There also existed a question as to whether Knapke ratified Reilly's agreement to the Terms. The Court states that: "acquiescence is one method of ratification." The record did not establish whether Knapke knew of Reilly's agreement. Therefore, PeopleConnect is also entitled to discovery on this issue. The Ninth Circuit further considered whether Knapke's status as an undisclosed principal impacted the outcome. Here again, further factual development was necessary to determine whether Reilly intended to act on Knapke's behalf. Finally, the Court determined that Reilly's obligations under the Federal Rules were not necessarily determinative; Reilly could have opted out of the arbitration clause but did not. Therefore, the Circuit Court vacated the District Court's decision and remanded the case.
(*ed: *This squib was authored by Mackenzie Connick, a 2L at St. John's University School of Law, interning with the Securities Arbitration Clinic.*)
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NJ COURT HOLDS THAT AMENDED FAA "UNPREEMPTS" NJ LAW BANNING PDAAS COVERING SEXUAL HARASSMENT AND DISCRIMINATION. ***Although New Jersey's*** **Law Against Discrimination** ***had been held preempted by the FAA to the extent it barred arbitration agreements covering sexual harassment and discrimination claims, the recent enactment of the*** **Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act** ***effectively "unpreempts" the law, a New Jersey Court holds.*** As we have reported many times, **President Biden** on **March 3** signed the *Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act*, which expressly amended the Federal Arbitration Act ("FAA") to make predispute arbitration agreements ("PDAAs") voidable at the option of the victim. The law was effective immediately for: "any dispute or claim that arises or accrues on or after the date of enactment of this Act."

New Jersey Law Against Discrimination
We reported in SAA 2019-12 (Mar. 20) that New Jersey Governor **Phil Murphy** in **March 2019** signed into law bills that appeared to effectively bar PDAAs covering sexual harassment and discrimination claims. Specifically, New Jersey's *Law Against Discrimination* ("*LAD*") section 1(a) – codified later as N.J. Stat. § 10:5-12.7 – provides: "A provision in any employment contract that waives any substantive *or procedural* right or remedy relating to a claim of discrimination, retaliation, or harassment shall be deemed against public policy and unenforceable" (emphasis added). And section 1(b)

adds: "No right or remedy under the 'Law Against Discrimination,' 12 P.L.1945, c.169 (C.10:5-1 *et seq*.) or any other statute or case law shall be prospectively waived."

Preemption of LAD Before the Recent FAA Amendment
As we reported in SAA 2022-07 (Feb. 24), the New Jersey Appellate Division, in a case of first impression, held in *Antonucci v. Curvature Newco, Inc*., No. A-1983-20 (N.J. App. Div. Feb. 15, 2022) (not for publication), that the *LAD* was preempted by the FAA. The *Antonucci* Court found that the FAA as it existed before the *Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act*, preempted it: "Section 12.7 does not expressly use the term 'arbitration,' nor does it expressly state that it applies to agreements to arbitrate. Nevertheless, applied to an arbitration agreement in the employment context, the plain language of Section 12.7 of LAD prohibits all pre-dispute agreements if those agreements prospectively waive the right to file a court action for a LAD claim.... The waiver of the right to go to court and receive a jury trial is one of the primary objectives or 'defining features' of an arbitration agreement.... Accordingly, we conclude that the FAA pre-empts Section 12.7 when applied to prevent arbitration called for in an agreement governed by the FAA."

Impact of the Amended FAA: "Unpreemption"
Our editorial note # 07 was: "Of course, the *Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act*, renders this decision … essentially moot." Thinking along the same lines is Judge **Jeffrey B. Beacham** in *Sellino v. Galiher*, No. ESX-L-8519-21 (N.J. Super. May 25, 2022): "The FAA as amended, however, does not provide a rule of decision on this motion, because direct application of the act is limited to any dispute or claim that arises or accrues on or after the date of an enactment of this act. The ultimate touchdown in every preemption case is congressional purpose. The FAA itself now prohibits the enforcement of arbitration agreements in a case filed under the State Law that relates to sexual harassment dispute. And this is such a case and accordingly enforcing section 12.7 in this case will fill rather than frustrate the purpose of congress under the FAA. So the Court in this case holds that the FAA does not preempt Section 12.7 of the LAD and the Court is denying the defendant's motion under the controlling authority of state law" (citation omitted).
*(ed: *The Court also found that there was no "clear, unmistakable, and unambiguous evidence that plaintiff knowingly assented to waive her right to sue."**An* Alert *h/t to Editorial Advisory Board member David Robbins, Esq., for alerting us to this decision.)*
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SHORT BRIEFS: CONCISE NEWS YOU NEED TO KNOW

FINRA BOARD MET IN PERSON LAST WEEK. AS EXPECTED, THERE WERE NO RULEMAKING ITEMS ON THE AGENDA. As reported in SAA 2022-27 (Jul. 14), FINRA's Board of Governors met in person in Washington, D.C., **July 13 – 14.** The Agenda had no dispute resolution-related items. In fact, there were no rulemaking items whatsoever. FINRA's meeting notice said: "As is customary for our mid-year meeting, the Board will engage in a series of general policy discussions; the agenda will include a review of how our industry is evolving, presentations on economic

and market trends, and meetings with various policymakers." We followed up just in case, but there were no updates posted on the results. This was expected; President & CEO **Robert W. Cook**'s premeeting memo said: "Because the Board will not make any regulatory or operational decisions affecting firms, I do not plan to follow up with any related communications once the meeting concludes."
(ed: The schedule for the rest of 2022 is: September 21 – 22; and December 7 – 8.)
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SEC PROPOSES AMENDMENTS TO SHAREHOLDER PROPOSAL RULE. The SEC on **July 13** issued proposed amendments: "to the rule that governs the process for including shareholder proposals in a company's proxy statement." A Press Release states: "Under Rule 14a-8, companies generally must include shareholder proposals in their proxy statements. The rule, however, provides several bases for exclusion, including several substantive requirements that proposals must comply with to avoid exclusion. The proposed amendments would revise three of the bases for exclusion to promote more consistency and predictability in application." Specifically, the proposed amendments would revise the following bases for exclusion (*ed: presented essentially v*erbatim): **Substantial Implementation**. The proposed amendments would specify that a proposal may be excluded under this provision if the company has already implemented the "essential elements" of the proposal. **Duplication**. The proposed amendments would specify that a proposal "substantially duplicates" another proposal previously submitted for the same shareholder meeting if it addresses the same subject matter and seeks the same objective by the same means. **Resubmission**. The proposed amendments would provide that a proposal constitutes a resubmission if it substantially duplicates another proposal that was previously submitted for the same company's prior shareholder meetings. A Fact Sheet; the Proposed Rule; and a Statement from Chairman **Gensler** are available.
(ed: Over the years there have been proxy controversies over shareholder proposals to permit or bar arbitration clauses in proxy materials.)
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UKRAINE SEEKS *CERTIORARI* ON APPLICABILITY OF *FORUM NON CONVENIENS* TO UN CONVENTION AWARD ENFORCEMENT. We reported in the "Quick Takes" section of SAA 2022-02 (Jan. 20) on *PAO Tatneft v. Ukraine*, No. 20-7091(D.C. Cir. Dec. 28, 2021). There, a unanimous DC Circuit had held: "Pao Tatneft (Tatneft), a Russian company, filed a petition in district court to confirm and enforce its [$112 million] arbitral award against Ukraine. The district court granted the petition, rejecting Ukraine's arguments that the court should have declined to enforce the award under The Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention), June 10, 1958, 21 U.S.T. 2517, and should have dismissed the petition on the basis of *forum non conveniens*…. Under the *forum non conveniens doctrine*, a court may decline to exercise jurisdiction if it determines it is an inappropriate forum…. Ukraine argues that the parties should litigate this case in Ukraine, the locus of both the controversy and the major portion of the assets with which Ukraine would satisfy any judgment. But we have squarely held 'that *forum non conveniens* is not

available in proceedings to confirm a foreign arbitral award because only U.S. courts can attach foreign commercial assets found within the United States." On **July 1,** Ukraine filed a *Certiorari* Petition presenting this question: "Whether the doctrine of *forum non conveniens* is available in proceedings to confirm a foreign arbitral award in the United States."
*(ed: *The SCOTUS case is Ukraine v. PAO Tatneft, No. 22-19. **This issue to us is one-off and will not draw the Court's attention.)*
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NFA ISSUES INVESTOR ALERT ON FRAUD. The National Futures Association ("NFA"), which operates a dispute resolution forum, has issued an investor warning on the latest frauds. The **July 6** *Investor Advisory—Avoiding the Latest Fraud Techniques* was published: "to notify investors of scammers' latest fraud techniques and how to avoid them. NFA encourages all investors to conduct due diligence before making investment decisions and educate themselves on how to spot potential scams." The NFA suggests that investors can thwart scammers by taking these steps (*ed: repeated* verbatim):

- When a derivatives industry firm or professional provides you an NFA ID, search for the ID in BASIC.*
- Confirm that the BASIC profile containing the NFA ID shows a green "NFA Member Approved" banner. Remember: an NFA ID alone does not demonstrate NFA membership.
- Confirm that the name, main business address and phone number listed on the BASIC profile exactly match the name, main business address and phone number used by the firm or professional soliciting your business. Illegitimate firms sometimes utilize names similar to those of current NFA Members in an effort to deceive investors (e.g., ABC Commodities LLC is not the same as ABC Limited). Scammers may also utilize an NFA Member's NFA ID to gain a victim's trust and feign legitimacy, which is why it's crucial to ensure the information provided matches BASIC.

*(ed: *BASIC is: "a free on-line tool that investors can use to research the background of derivatives industry firms and professionals." **For more information, contact NFA's Information Center (information@nfa.futures.org or 312-781-1410 or 800-621-3570).)*
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QUICK TAKES: CASES AND AWARDS WORTH READING

***Bridgecrest Acceptance Corp. v. Donaldson*, Nos. SC99269, SC99270 (Mo. Jul. 12, 2022) (*en banc*)**: A unanimous Court holds: "In two separate cases, Bridgecrest Acceptance Corporation sought a deficiency judgment in circuit court against consumers who had defaulted on car payments. In both cases, the consumers brought counterclaims against Bridgecrest, alleging unlawful and deceptive business practices. Bridgecrest moved to dismiss or stay the consumers' counterclaims and compel the matters to arbitration pursuant to an arbitration agreement the consumers signed. The circuit court overruled Bridgecrest's motions. On appeal, this Court reverses the circuit court's rulings and finds the arbitration agreement legally valid, conscionable, and not precluded by collateral estoppel."

***Gist v. Zoan Management, Inc.*, No. S067992 (Ore. Jul. 8, 2022)**: "Plaintiff and defendants executed a contract—the 'Driver Services Agreement' (DSA)—for plaintiff to provide delivery services for defendants. The DSA states that drivers are independent contractors. The DSA includes a section on dispute resolution…. [N]othing in the DSA prohibits the arbitrators from granting plaintiff any relief he might be entitled to under Oregon's wage and hour statutes. Therefore, we reject plaintiff's claim that the parties' arbitration agreement violates ORS 652.360. Because the arbitration provision does not violate that statute, it is not unconscionable" (footnote omitted; link to statute added by the *Alert*).

***Behar v. FINRA Dispute Resolution Services, Inc.*, No. 650573/2022 (Supreme Ct., NY Cty. Jun. 28, 2022)**: "Here, there is no record before this Court on which to adjudicate whether there was any basis in law or fact to vacate the Award. During oral argument, petitioner conceded that the onus is on the movant, petitioner, to obtain and submit the appropriate record that it seeks to vacate. It is also undisputed, that as a matter of course FINRA decisions lack a comprehensive reasoned discussion unless a request is made by the parties in the underlying arbitration. Again, it is undisputed that petitioner did not make a request for a reasoned decision, thus requiring him to obtain a record of the proceedings of which he seeks to vacate, which he admittedly has not done.[] As to FINRA's cross motion for dismissal, it is largely undisputed that the entity that petitioner names is not in fact FINRA. Moreover, even if the proper entity were named, an arbitration sponsoring organization such as FINRA is 'entitled to immunity for all functions that are integrally related to the arbitral process.' *Austern v Chicago Board of Options Exchange, Inc*., 898 F.2d 882, 886 (2d Cir. 1990)" (link to decision added by the *Alert*).

***McCormack v. Seeley*, FINRA ID No. 21-01004 (Philadelphia, PA, Jun. 9. 2022)**: A Majority Public Panel explains why it has decided to dismiss with prejudice a broker's claims, finding that he was no longer a registered agent when he filed his case and lacks standing to bring this action pursuant to the US District Court-New Jersey Order Appointing a Receiver. The Panel also imposed monetary sanctions in the form of attorney fees against Claimant broker for discovery violations. *Provided courtesy of SAC's ARBchek facility (www.arbchek.com).*

***Cong v. Interactive Brokers*, FINRA ID No. 21-02593 (Manchester, NH, Jun. 17, 2022):** A Sole Public Arbitrator explains why she decided to deny a customer's claim, finding that Respondent broker-dealer was within its right to place a hold on her account. The claim stems from the customer's allegation that, after she closed her account at Respondent broker-dealer, she did not receive the remaining cash balance: "The Arbitrator found that this case was filed by Claimant after Respondent initiated a compliance review of the account for potential suspicious activity in the account. Claimant failed, as required by the account agreement signed by her, to cooperate with Respondent's Compliance review. Based on the documents submitted by Respondent,

Respondent was within its right to place a hold on Claimant's account." *Provided courtesy of SAC's ARBchek facility (www.arbchek.com).*
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ARTICLES OF INTEREST: RECENT NEWS FROM THE ADR FRONT

Renard R., *Arbitration Tech Toolbox: Technology-related Dispute Resolution: Tailored Rules at UNCITRAL*, Kluwer Arbitration Blog (Jul. 13, 2022): "From 28 March to 1 April 2022, Working Group II of the United Nations Commission on International Trade Law (UNCITRAL) held a Colloquium to explore legal issues related to dispute resolution in the digital economy and to identify the scope and nature of possible legislative work.[] Forty-eight member States, 27 observer States and 57 invited international organizations attended, and more than 40 speakers with expertise in international dispute settlement made presentations during the Colloquium. The programme, video recordings, official documents and presentations can all be found here."

***ERISA Plan Arbitration Clauses Likely Headed to U.S. Supreme Court*, Hall Benefits Law (Jul. 11, 2022)**: "Various federal appellate courts have considered cases in which employers attempt to prevent ERISA class action lawsuits by including mandatory arbitration requirements into their plan documents. Due to the varying outcomes of these cases, this issue is likely headed to the U.S. Supreme Court for resolution."

***Will Citi Block a $1.4M Award to the Broker who Called it a "Boys Club"?*, Financial Planning (Jul. 11, 2022)**: "A former Citigroup financial advisor's major FINRA arbitration award last month held the megabank liable for discrimination, harassment and a hostile work environment. Her collection of the award and Wall Street's pledge to stop being a 'boys club,' remain in flux, though."

***Dozens of Reg BI Cases Filed in Finra Arbitration Forum*, Financial Advisor IQ (Jul. 12, 2022)**: "The most common type of allegations filed by investors with Financial Industry Regulatory Authority's arbitration forum remain breach of fiduciary duty and negligence — but this year, dozens of claims alleging breach of the Securities and Exchange Commission's Regulation Best Interest have also been filed.[] The industry's self-regulator also reported 37 customer cases filed through May this year alleging breach of Reg BI, which went into effect in June 2020. Last year, breaches of the SEC's new regulation were not tracked, according to the report."

***FINRA Bars Two Individuals for Cheating on Online Qualification Exams*, www.finra.org (Jul. 13, 2022)**: "FINRA announced today that it has barred Brandon Autiero of New Jersey and Harris Kausar of New York from the securities industry for cheating during qualification examinations administered online. The enforcement actions are FINRA's first in connection with cheating on remote exams.[] 'Test cheaters are on notice: regardless of the testing environment, FINRA remains vigilant in our efforts to detect cheating and will vigorously pursue disciplinary action – including permanent bars

– against any individual who cheats on qualification examinations,' said Jessica Hopper, Executive Vice President and Head of FINRA's Department of Enforcement."

***Judges as Mediators, and the Issues that Won't Go Away*, CPR Blog (Jul. 15, 2022)**: "If you were to ask a layman what mediation is, the answer would probably be something along the lines of, 'a private dispute resolution process where an independent private mediator would attempt to assist parties to reach an agreement/solution to whatever dispute they may be facing.'[] But one of the problems with the typical layman's mediation view is that it doesn't account for a continually emerging group of individuals working their way into this ADR process–the judicial officers, including judges and magistrates (and noting that different countries have different names for these officials)."

***SEC Awards Whistleblowers More Than $6 Million*, www.sec.gov (Jul. 15, 2022)**: "The Securities and Exchange Commission today announced awards totaling more than $6 million to two whistleblowers who provided critical information and assistance in two separate covered actions.[] In the first order, the SEC issued an award of more than $3 million to a whistleblower who was solicited to invest in a product that they believed was being misrepresented. The individual expeditiously alerted the SEC to the potential misconduct, which prompted the opening of the investigation, and continued to cooperate with the SEC's Enforcement staff.[] In the second order, the SEC awarded a whistleblower more than $3 million for providing information that prompted the opening of an investigation. The whistleblower, an insider, initially reported their concerns internally, and later submitted a detailed tip and met with the SEC's Enforcement staff multiple times to provide additional information during the investigation."
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DID YOU KNOW?

FIND PAST FEATURE ARTICLES ON OUR BLOG: Interested in accessing past feature articles published in our blog? Visit https://www.secarbalert.com/blog/category/feature-article/ to access them free of charge. Our most recent posting is: Friedman, George, *The SCOTUS "Arbitration Quartet" – What You Need to Know*, 2022:26 SEC. ARB. ALERT 1 (Jul. 7, 2022).
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