SECURITIES ARBITRATION ALERT 2023-02 (1/12/23)

George H. Friedman, Editor-in-Chief

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DID YOU KNOW?

- **Hamilton was a Big Fan of ADR**

SQUIBS: IN-DEPTH ANALYSIS

FINRA DRS UPDATES PANEL DIVERSITY DATA: IMPRESSIVE PROGRESS CONTINUES. ***FINRA Dispute Resolution Services ("DRS") has updated its neutral roster diversity statistics, showing impressive gains in most areas.*** FINRA DRS launched an annual *Neutral Roster Demographic Survey* in **2016**. Recall that this is an annual, voluntary, and confidential survey of neutrals that FINRA relies on to keep its diversity statistics accurate and up-to-date. DRS promises to publish annual survey

results toward the beginning of each year and, true to its word, the Authority on **December 22** posted updated 2022 demographic survey results.

In Short: Much Progress is Being Made
To track progress, FINRA: "hired a third-party consultant to survey - on an anonymous and voluntary basis - the demographics of the neutrals on our roster from 2017 to 2022. In sharing the findings, FINRA strives to provide transparency about the current makeup of our arbitrator roster. In 2022, we saw increases across a number of categories …."

Results in the Past Year
What are the results? In a letter to the editor published in SAA 2022-48 (Dec. 22), Dispute Resolution Services' Associate Director, Recruitment and Training **Nicole Haynes** said (*ed: the chart is in her letter)*: "the results of the 2022 arbitrator demographic survey demonstrate that FINRA continues to make progress on the diversity front, particularly with respect to gender. To truly illustrate the results of FINRA's recruitment efforts, highlighted below is a comparison of the newly added diverse arbitrators who joined the roster in 2015 and 2022.

	FINRA Arbitrator Demographic Survey Results For Arbitrators Added Within the Past Year	
	2015	**2022**
Female	26%	47%
Black or African American	4%	20%
Asian	2%	5%
Hispanic or Latino	17%	5%
Multi-Racial	7%	6%
LGBTQ	3%	9%

Adds Ms. Haynes: "FINRA has seen a huge increase in the number of applications that we receive each year, as well as an increase in the diversity of FINRA's arbitrator roster. Notwithstanding this success, our efforts to further diversify the arbitrator roster is ongoing. FINRA will continue to aggressively recruit new arbitrators and continue to devise innovative strategies to expand the reach of our recruitment efforts in order to meet the needs of our constituents."

A Multi-year Lookback
We decided to look back to see what's changed over the last several years. The headlines? The roster has definitely become more diverse, albeit slightly older. We've compiled the results in the chart below (*ed: numbers in groups will not always total 100%)*:

Panel Demographic	Pct in 2022	Pct in 2017
Male	65%	72%
Female	33%	25%
Caucasian	76%	84%
African-American	12%	6%
Spanish, Hispanic or Latino	5%	4%
Asian	3%	2%
Multi-racial	4%	2%
American Indian or Alaska Native	0%	0%
LGBT	5%	2%
Age 60 or less	29%	29%
Age 61-69	29%	27%
Age 70 or older	42%	39%

FINRA: We'll Keep at It
The Authority states: "While we are encouraged by these short-term results and incremental progress made, we recognize this is a long-term effort and our work is ongoing as we remain fully committed to achieving our diversity goals."
*(ed: *Kudos to DRS for making this data public. **DRS separately surveyed mediators; the results are similar to those for the arbitration panel, although the roster is older – 49 percent of those responding were 70 or older. ***DataStar conducted the 2021 and 2022 surveys. Consulting firm Alight Solutions conducted the surveys from 2017 to 2020. ****The response rate was 31%, about the same as last year.)*
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LATEST *NEUTRAL CORNER* FROM FINRA DISPUTE RESOLUTION SERVICES HITS THE ELECTRONIC NEWSSTAND. ***FINRA Dispute Resolution Services ("DRS") has posted the latest edition of* The Neutral Corner *newsletter for arbitrators and mediators ("TNC"), on the Authority's Website***. We present essentially *verbatim* the table of contents of Volume 2022-4:

Mission Statement

Year-End Message

Maintaining Civility in Arbitration (by Carissa Laughlin, Principal Analyst, FINRA Case Administration)

Evidentiary Issues in Arbitration (by Tracy Remy, FINRA Extern)

DRS and FINRA News

- Arbitration Case Filings and Trends
- Proposed Rule Change to Amend the Codes of Arbitration Procedure to Modify the Current Process Relating to the Expungement of Customer Dispute Information
- Amendment to Change References in the Codes of Arbitration Procedure From the Neutral List Selection System to the List Selection Algorithm
- COVID-19 Impact to Arbitration and Mediation Hearings
- In-Person Participation at DRS Arbitration Hearings and Mediation Sessions
- Vaccination Requirement for In-Person Participants (Except in Florida Hearings Locations)
- Testing Requirement for In-Person Participants (Florida Hearing Locations Only)
- Safety Protocols for In-Person Hearings
- Virtual Arbitration Hearing Statistics
- Prehearing Conferences by Zoom
- Updated Initial Prehearing Conference Script and Order
- Updated Arbitrator Resource Guide for Virtual Hearings and New Pro Se User Guide for Virtual Hearings
- 2022 Demographic Survey Thank You
- Results of the 13th Annual Securities Dispute Resolution Triathlon Program
- Arbitrator Travel Policy Tips
- DR Portal

Mediation Update

- Mediation Case Filings and Trends
- FINRA Mediation Settlement Month
- Mediator List Pilot Program
- DRS' Mediation Program for Small Arbitration Claims
- Keep It Current
- Mediator Training Opportunities
- Become a DRS Mediator

Questions and Answers

- Arbitrator Etiquette for Virtual Prehearing Conferences and Evidentiary Hearings (Zoom Hearings)

Arbitrator Tips

- Promptly Review Witness Lists
- Identify Hearing Dates on the Record
- Wait to Decide a Case

Quarterly Arbitrator Disclosure Reminder

Directory

FINRA Offices

(ed: TNC *is a wonderful resource not only for arbitrators and mediators, but parties as well. Past issues can be found here.)*
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CAVEAT E-FILERS: FEDERAL COURT REFUSES TO EXCUSE MISSING FILING DEADLINE BY MINUTES. ***An electronic Bankruptcy Court filing made 16 minutes late was untimely, and did not warrant an extension from the Court.*** Non-securities-related bankruptcy decisions aren't normally in our wheelhouse, but we think one case offers a cautionary tale applicable to FINRA's online DR Portal, which attorneys are required to use to file arbitration documents. *State Bank of Southern Utah v. Beal*, No. 21-4124 (10th Cir. Dec. 14, 2022), was an appeal from a bankruptcy court decision dismissing an objection to discharge on the ground that the objector failed to file in a timely manner. The deadline for filing State Bank's complaint raising its objections was April 22, 2019, the same date it deposed debtor Allen Beal and finished the complaint with information gleaned from that deposition. State Bank's attorney entered the bankruptcy court's electronic filing system at 11:40 p.m., four minutes after completing the complaint, but had to negotiate a series of pages before filing the complaint. As a result, the system registered the filing at 12:16 a.m. on April 23.

Local Rule Excuses Lateness Caused by Technical Failures …
The bankruptcy court dismissed the complaint as untimely and the Court of Appeals affirms that ruling. It rejects State Bank of Southern Utah's ("SBSU") argument that the court should have excused the late filing because the e-filing system malfunctioned, since the bankruptcy court found that the system functioned properly and the attorney's problems using it were due to his own errors: "If a bankruptcy court is inaccessible, then the deadline for filing shifts to the next day. To address potential malfunctions with the CM/ECF system, the Bankruptcy Court for the District of Utah enacted Local Rule 5005-2(g), which provides that '[a]n ECF Filer or other party whose filing is made untimely as the result of a technical failure by the court may seek appropriate relief from the court.' Certainly, this rule provides an avenue for the bankruptcy court to fashion an equitable remedy for a late filing not caused by the fault of the user."

… But Delay Here was Not Caused by Technical Problems

Continues the Opinion: "But here, the Bankruptcy Court determined that the complaint was not timely filed; that the Complaint was filed late due to user error, not system malfunction; and that no other equitable relief was warranted…. The lower court found that SBSU filed its complaint at 12:16 AM on April 23 and failed to find any evidence that indicated that SBSU's complaint was filed earlier but not recorded by CM/ECF. Thus, the court concluded as a finding of fact that SBSU filed its complaint on April 23, after the deadline.... This court sees no basis for overturning these factual findings by the Bankruptcy Court. SBSU points to no evidence that would suggest that it was more likely that CM/ECF was periodically malfunctioning than that SBSU's counsel was making mistakes in the electronic filing process" (footnotes omitted).

*(ed: *Your editor might be dating himself, but this reminds him of the late 1960's spy parody TV series* Get Smart*, in which the leading character often used the phrase "Missed it by that much" while holding his thumb and index finger inches apart. **We think that FINRA arbitrators are most likely to give attorneys in this situation the benefit of the doubt, as long as the attorney made a good faith effort to meet the deadline. However, if any arbitrator ever does apply a deadline strictly, a court is very unlikely to second-guess that decision, given the wide deference courts are required to afford awards. ***This Squib was prepared by Harry A. Jacobowitz, President of HAJ Research and Writing LLC. Mr. Jacobowitz, a member of the Pennsylvania bar, and his firm perform legal research and writing for attorneys and handle substantive searches of SAC's Award database. He can be contacted at harryjacobowitz@optimum.net.)*

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SHORT BRIEFS: CONCISE NEWS YOU NEED TO KNOW

SCOTUS AGAIN DECLINES TO REVIEW CASE INVOLVING FINRA AWARD. We reported in SAA 2022-41 (Nov. 3) and blogged that the Supreme Court on **October 31, 2022** denied *Certiorari* in *Caputo v. Wells Fargo*, No. 22-265, a case involving a FINRA Award. We analyzed in SAA 2022-19 (May 19) the underlying Third Circuit decision, *Caputo v. Wells Fargo Advisors, LLC*, No. 20-3059 (3rd Cir. May 9, 2022), *reh'g den. Jun. 17*. There, a unanimous Court held that, even if a FINRA Panel's Award was legally erroneous, this alone did not meet the stringent standard for a finding of "manifest disregard of the law." The **September 2022** *Certiorari* Petition in *Caputo* had presented these issues:

> 1. Whether this Court's public policy exception is inapplicable to an arbitral award enforcing contractual provisions that are expressly illegal, void, and unenforceable under applicable statutes, on the supposition that such statutes do not embody sufficiently well-defined and dominant public policy.
> 2. Whether this Court's public policy exception to judicial deference toward arbitral awards is displaced by a deferential manifest-disregard-of-law standard of judicial review where, as here, the public policy issue was presented to the arbitrators.
> 3. Whether this Court's public policy exception is applicable under the FAA in light of *Hall Street Associates v. Mattel*, 552 U.S. 576 (2008) (holding that

grounds set out in the FAA for vacating arbitral awards are exclusive), as to which lower courts are split.

The Court on **January 9** *again* declined to take up the case, denying a **November 2022** Petition for Rehearing filed by Caputo. As usual, SCOTUS provides no explanation. *(ed: *The case appears on page 19 of the Order List. **The FINRA case is FINRA ID No. 15-0204 (Newark, NJ, Jul. 26, 2019). ***We had thought the Court might want to take up issue # 3.)*

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FTC SEEKS BAN ON NON-COMPETE AGREEMENTS. The Federal Trade Commission ("FTC") on **January 5** published a proposed rule that would prohibit use of non-compete agreements between employers and workers. After establishing the scope of the problem ("[a]bout one in five American workers—approximately 30 million people—are bound by a non-compete clause …") the rule filing states that the FTC: "proposes preventing employers from entering into non-compete clauses with workers and requiring employers to rescind existing non-compete clauses. The Commission estimates that the proposed rule would increase American workers' earnings between $250 billion and $296 billion per year." The proposed rule defines broadly the term "worker" as: "a natural person who works, whether paid or unpaid, for an employer. The term includes, without limitation, an employee, individual classified as an independent contractor, extern, intern, volunteer, apprentice, or sole proprietor who provides a service to a client or customer." The FTC has published a detailed fact sheet. Arbitration is not mentioned either in the rule or factsheet.

*(ed: *Comments will be due 60 days after the* Federal Register *publishes the proposed rule. We're sure there will be many comments! **The proposed rule would certainly apply to the financial services industry.)*

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NORTH DAKOTA SUPREME COURT REJECTS "MANIFEST DISREGARD" GROUND FOR VACATING AWARDS. The Supreme Court of North Dakota has unanimously rejected the "manifest disregard" ground for attacking arbitration awards. Says the Opinion in *Shafer v. Scarborough*, 2022 ND 233 (Dec. 22, 2022**)**: "The drafters of the uniform law chose not to include the 'manifest disregard of the law' standard as a ground for vacating an arbitration award…. Furthermore, courts in other jurisdictions that have adopted the Uniform Arbitration Act (2000) have also declined to expand the grounds for vacating an arbitration award to include the manifest disregard of the law standard…. Because N.D.C.C. § 32-29.3-23 is a uniform law, we must construe the statute to provide consistency and uniformity in the law.[] We are bound by the statutory standard for reviewing arbitration awards, and we do not have authority to expand the grounds for vacating an arbitration award. It is for the legislature to decide to modify the statute and expand the grounds for vacating an arbitration award. We reject Shafer's request to expand the review of an arbitration award by adopting the manifest disregard of the law standard" (citations omitted).

(ed: We continue to think that "manifest disregard" is on life support.)

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DEADLINE FOR AAA'S HIGGINBOTHAM DIVERSITY FELLOWS PROGRAM IS JANUARY 31. The American Arbitration Association is accepting applications for its *A. Leon Higginbotham, Jr. Fellows Program* through **January 31**. The AAA created the Fellowship in **2009**: "to provide training, mentorship, and networking opportunities to up-and-coming alternative dispute resolution professionals who historically have been excluded from meaningful participation in the field." The fellowship is: "a one-year program that allows participants to immerse themselves in all aspects of ADR. The program begins with an intensive week of training, seminars, and participation in mock arbitrations and mediations facilitated by leading advocates and panelists. Fellows are provided with serious mentorship opportunities specific to their areas of interest.[] After the week concludes, the AAA provides Fellows with opportunities to participate in training and networking events throughout the year." The **2023** program will be hosted at the AAA's headquarters in New York City during the week of **May 8**. The program also coincides with the AAA's Annual Meeting. Interested individuals are encouraged to review the *Guidelines and Application* to learn more about the Program and application requirements.
*(ed: *Questions should be sent to AAAHigginbothamFellows@adr.org. **The Fellowship is not limited to neutrals. It is: "open to lawyers, arbitrators and mediators and other alternative dispute resolution practitioners who have demonstrated an interest in, and commitment to, alternative dispute resolution, and who demonstrate promise for an outstanding career in the field of alternative dispute resolution." ***Kudos to the AAA. Food for thought for FINRA?)*
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ROBBINS' *SAPM* GETS NEW SUPPLEMENT. RELEASE 26 BRINGS FRESH UPDATES AND NEW MATERIAL. We just finished paging through the new supplement to **David E. Robbins'** *Securities Arbitration Procedures Manual ("SAPM").* The *SAPM* – a true *tour de force* – is now over three decades in the making, starting publication in 1990 and continually updated by the author and practitioner over the years, as the practice evolves and new rules and procedures adjust to an ever-changing landscape. Author Robbins, a long-time member of the SAA Board of Editors, has chronicled securities arbitration's modern history and participated at the center of events and developments that have shaped it. This latest supplement is published by Lexis Nexis/Matthew Bender as "Release 26" and according to the author: "I don't just tell you *what* the cases say; I suggest ways you can use the holdings of those cases as standards for your cases. Throughout this two-volume book, I provide the standards for you to present to arbitrators, mediators and your adversaries to judge the conduct you present to them." As to what's new, Author Robbins adds: "This book was first published in 1990 and this is the 32nd year of its publication. I have updated and revised it each year. For this new release of *Securities Arbitration Procedure Manual*, I have added and supplemented many subjects, adding and editing over 200 pages of text."
*(ed: *What has set SAPM apart and has made it the enduring leader in its field has been the dedicated efforts of its author to update and revise the book every year without fail and to inform those updates and revisions with the practical knowledge and observations*

*of a versatile and respected practitioner. To us, David Robbins occupies a special place of honor in the field of securities arbitration. **The two-volume SAPM, which is approximately 4,000 pages long, is available in both print form and as an e-book (Library of Congress Card Number: 2004615234; ISBNs: 978-0-327-16188-2 (print); 978-0-327-16800-3 (eBook)). For more information, go to the Lexis/Nexis Store. ***Cite as: [Vol. no.] David E. Robbins,* Securities Arbitration Procedure Manual *§ [sec. no.] (Matthew Bender 2022).)*

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QUICK TAKES: CASES AND AWARDS WORTH READING

***Johnson v. Mitek Systems, Inc*., No. 22-1830 (7th Cir. Dec. 21, 2022)**: "The phrase 'users or beneficiaries of services or goods provided under the Agreement' is best understood as a reference to drivers and people aligned with them in interest. Mitek is not in that set.[] Mitek's invocation of equitable estoppel is ridiculous. Johnson has not done anything that would estop himself from litigating this suit. The fact that he may have consented to the collection or use of biometric data (a question on the merits, which we do not address) is unrelated to the identity of the forum that will resolve the parties' disputes."

***Hayday Farms, Inc. v. FeeDx Holdings, Inc.*, No. 21-55650 (9th Cir. Dec. 19, 2022)**: "FeeDx asks us to vacate the arbitration award pursuant to 9 U.S.C. § 10(a)(4), which grants us extremely limited authority to review arbitration awards. FAA Section 10(a)(4) is not expressly made available by the Convention [UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards], which governs the instant award. Whether the FAA grounds for vacatur are available for awards governed by the Convention is an issue of first impression for us…. The Second, Third, Fifth, Sixth, Tenth, and D.C. Circuits have all concluded that FAA defenses are available for awards governed by the Convention. To our knowledge, no circuit has concluded that they are not.[] We agree that FAA grounds for vacatur are available for awards governed by the Convention" (footnote and citation omitted).

***Communications Unlimited Contracting Services, Inc. v. Clanton*, No. 1210120 (Ala. Dec. 16, 2022)**: "On its face, the arbitration award is unambiguous, clearly stating that the arbitrator was resolving only the monetary claims between the parties, actually resolving only the monetary claims between the parties, and awarding each party certain amounts as money damages. The arbitrator made no determination as to the parties' ownership interests in SCI. There is no ambiguity regarding the amounts awarded by the arbitrator, regarding the party to whom those amounts were awarded, or regarding the categories of damages that they represent. Clanton cannot render the arbitration award ambiguous simply by claiming that, in addition to ruling on the parties' claims for monetary relief, the arbitrator should also address the nonmonetary issues that he now seeks to put before the arbitrator. The arbitration award is not 'so ambiguous that a court is unable to discern how to enforce it,' ... with the arbitrator's intent 'hopelessly difficult' to determine,' as is required for a remand for clarification. Because the awards of money damages for each

party were clearly stated and unambiguous in amount and scope, the circuit court erred in remanding the arbitration award to JAMS for clarification" (citation omitted).

***Camacho v. Wells Fargo*, FINRA ID No. 21-02284 (Hartford, CT, Nov. 17, 2022)**: A customer alleging that a registered rep of Respondent broker-dealer did not follow his instructions with respect to buying two balanced mutual funds at issue in this matter loses his case. The Registered Rep is granted his request for expungement of this matter from his CRD record. *Provided courtesy of SAC's ARBchek facility (www.arbchek.com).*

***Dunn v. Yamin*, FINRA ID No. 19-02611 (New York, NY, Dec. 23, 2022)**: In this AP vs. AP case: "Claimant requested: a constructive trust on all monies received by Respondent in connection with his diversion of new client assets and/or the sale of the partnership; unspecified compensatory and punitive damages; interest; imposing an accounting; censuring Respondent for violation of FINRA rules; and for such other and further relief as deemed just and proper." The $4,270,400 claim was denied. (*ed: An* Alert *h/t to Editorial Advisory Board member David Robbins for alerting us to this decision. He was counsel for the Respondent in the arbitration*.)
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ARTICLES OF INTEREST: RECENT NEWS FROM THE ADR FRONT

Nazly Duarte & Pushkar Keshavmurth, *Washington Arbitration Week 2022: Class and Collective Action in Investment Arbitration – Old Issues, New Rules*, Kluwer Arbitration Blog (Dec. 29, 2022): "This post highlights the Third Edition of the Washington Arbitration Week 2022 panel on 'Class or Collective Action in Investment Arbitration,' held at the offices of Crowell & Moring LLP on December 2, 2022. The panel was moderated by WAW Co-Founder Mr. Ian Laird (Crowell & Moring/Georgetown Law). He was joined by Mr. Matthew Drossos (White & Case), Dr. Kabir Duggal (Arnold & Porter/Columbia Law), Mr. Robert Houston (The Global Pro Bono Bar Association), and Ms. Lisa Snow (Kroll). The panel discussed the following main topics: (i) Historical context and the early Claims Commissions; (ii) Consolidation of Investment Arbitration cases under NAFTA and issues of consent; (iii) Class Action Claims in Investment Arbitration and the *Abaclat* case; and (iv) Mass Claims as a Collaborative Response to Injustice."

***First Circuit Holds Local Delivery Drivers Are Subject to the FAA*, Lexology (Dec. 27, 2022)**: "In a significant win for employers operating businesses utilizing delivery drivers, on November 29, 2022, the First Circuit Court of Appeals held in *Immediato v. Postmates, Inc.* that couriers completing local, intrastate deliveries were not exempt from the Federal Arbitration Act ("FAA"), and could be compelled to submit to arbitration, because they were not engaged in foreign or interstate commerce."

***FINRA Fines, Suspends Ex-Securities America Rep Who Impersonated Dead Client*, ThinkAdvisor (Dec. 30, 2022)**: "The Financial Industry Regulatory Authority suspended a former rep and broker for Securities America from associating with any FINRA

member in all capacities for 30 days and fined her $5,000 for impersonating a deceased relative who was an ex-client of the Advisor Group firm on a phone call with the BD."

***Finra Proposes Tweaks to Arbitrator Selection*, AdvisorHub (Jan. 3, 2023)**: "The Financial Industry Regulatory Authority shortly before the holiday break proposed rule changes to 'enhance the transparency of the arbitrator selection' and other tweaks aimed at improving the resolution services it provides for disputes among brokerages, brokers and customers.[] In a December 23 filing, Finra seeks approval from the U.S. Securities and Exchange Commission to make the changes to its rules. The industry's self-regulatory organization told the SEC its proposal would be 'addressing recommendations' made in a prior 37-page report issued in June 2022 by an outside law firm."

***Year in Review - Significant Arbitration Developments*, Lexology (Jan. 3, 2023)**: "First Tuesday Update is our monthly take on current issues in commercial disputes, international arbitration, and judgment enforcement. On this first Tuesday of 2023, we review our 2022 updates. Three main themes emerged last year: first were court decisions about enforcement of arbitral awards; second was the Supreme Court's decision regarding § 1782 discovery; and third was the continued pattern of requiring strict compliance when serving foreign sovereigns. We review each of these key developments in turn and look forward to continuing our updates on the first Tuesday of every month in 2023."

***New York Urges Halt to Forced Arbitrations That Trap Foreign Nurses*, Bloomberg (Jan. 3, 2023)**: "New York urged the American Arbitration Association to refuse cases from companies seeking hefty financial penalties from workers who quit their jobs, a practice the state attorney general warned can violate human-trafficking law." (*ed: see our coverage in next week's* Alert.)

***FTC Proposes Rule Banning Use of Non-Competes with Employees and Workers and Limiting Employer Protections Against Unfair Competition*, Seyfarth Blog (Jan. 5. 2023):** "Earlier today, the Federal Trade Commission ('FTC') published a proposed rule which would ban all non-compete agreements between employers and "workers" (broadly defined to include employees, independent contractors, interns, and others). If adopted, the proposed rule will bar both prospective and existing non-compete agreements. The FTC included an overview fact sheet describing the proposed rule." (*ed: see our coverage elsewhere in this* Alert.)

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DID YOU KNOW?

HAMILTON WAS A BIG FAN OF ADR. America's first treasury secretary was an attorney who practiced both criminal and civil law. But did you know that, in addition to being the subject of a hit Broadway play, he was also an ADR practitioner? According to the ABA Website: "his civil practice included both mediation and arbitration." He was also effusive in his praise of arbitration: "Is there any good objection to the mode of

arbitration? It seems impossible that any one more fair or convenient could have been devised, and it is recommended by its analogy to what is common among individuals" (see *The Works of Alexander Hamilton: Containing His Correspondence*, vol. 6, p. 82, available here).
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Send any messages or inquiries to: George@SecArbAlert.com

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