

Award
FINRA Dispute Resolution

In the Matter of the Arbitration Between:

Claimant
COR Clearing, LLC

Case Number: 14-00079

vs.

Respondent
David H. Jarvis

Hearing Site: Tampa, Florida

Nature of the Dispute: Member vs. Associated Person

REPRESENTATION OF PARTIES

For Claimant COR Clearing, LLC ("COR Clearing"): David L. Aronoff, Esq. and Gayle I. Jenkins, Esq., Winston & Strawn LLP, Los Angeles, California. Commencing August 18, 2014, Claimant was also represented by Bruce W. Barnes, Esq., Safety Harbor, Florida, as co-counsel, and commencing June 17, 2015, as lead counsel. J. Ethan McComb, Esq., COR Clearing, Omaha, Nebraska, appeared in this matter as co-counsel for Claimant on July 7, 2015. Bruce W. Barnes, Esq. and J. Ethan McComb, Esq., represented Claimant at the final hearing.

For Respondent David H. Jarvis ("Jarvis"): Debra A. Jenks, Esq. and Robert J. Harvey, Esq., Jenks & Harvey LLP, West Palm Beach, Florida.

CASE INFORMATION

Statement of Claim filed on or about: January 9, 2014.
COR Clearing LLC signed the Submission Agreement: January 9, 2014.

Statement of Answer filed by Respondent on or about: March 31, 2014.
David H. Jarvis signed the Submission Agreement: March 1, 2014.

Claimant's Motion for Leave to File Amended Statement of Claim Against David H. Jarvis ("Motion to Amend") filed on or about: August 25, 2014.
Respondent's Opposition to the Motion to Amend filed on or about: September 4, 2014.
Claimant's Reply in Support of its Motion to Amend filed on or about: September 9, 2014.

CASE SUMMARY

Claimant asserted the following causes of action: breach of fiduciary duty; negligence; and injunctive relief. The causes of action relate to Respondent's employment as counsel for Claimant.

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

RELIEF REQUESTED

In the Statement of Claim, Claimant requested: 1) a preliminary injunction enjoining Respondent from doing any of the following: (a) disclosing, directly or indirectly, in any manner any confidential attorney-client communications, written or verbal, between Mr. Jarvis and COR Clearing and/or its predecessor entity, Legent Clearing; (b) disclosing, directly or indirectly, in any manner any confidential attorney-client communications, written or verbal, that belong to COR Clearing that Mr. Jarvis acquired knowledge through his employment as an attorney by COR Clearing and legal representation of COR Clearing and/or its predecessor entity, Legent Clearing; (c) disclosing, directly or indirectly, in any manner any confidential documents, materials or information, written or verbal, regarding the business affairs of COR Clearing and/or its predecessor entity, Legent Clearing, of which Mr. Jarvis acquired knowledge through (1) his employment as an attorney by COR Clearing and/or its predecessor entity, Legent Clearing and (2) legal representation of COR Clearing and/or its predecessor entity, Legent Clearing; (d) disclosing, directly or indirectly, in any manner any confidential documents, materials or information, written or verbal, regarding the business affairs of companies affiliated with COR Clearing, of which Mr. Jarvis acquired knowledge through his employment as an attorney by COR Clearing and legal representation of COR Clearing; (e) disclosing, directly or indirectly, in any manner any confidential communications, documents, materials or information, written or verbal, protected from disclosure by the Rules of Professional Conduct governing Mr. Jarvis and the attorney-client privilege; (f) advising, counseling, representing or otherwise providing legal services of any kind or in any manner, directly or indirectly, to any person or entity that has interests adverse or potentially adverse to Legent Clearing, LLC n/k/a COR Clearing, LLC or any of its affiliates including, but not limited to, COR Securities, LLC and COR Capital, LLC; and 2) an order for a permanent injunction enjoining Mr. Jarvis from doing any of the following: (a) disclosing, directly or indirectly, in any manner any confidential attorney-client communications, written or verbal, between Mr. Jarvis and COR Clearing and/or its predecessor entity, Legent Clearing; (b) disclosing, directly or indirectly, in any manner any confidential attorney-client communications, written or verbal, that belong to COR Clearing that Mr. Jarvis acquired knowledge through his employment as an attorney by COR Clearing and legal representation of COR Clearing and/or its predecessor entity, Legent Clearing; (c) disclosing, directly or indirectly, in any manner any confidential documents, materials or information, written or verbal, regarding the business affairs of COR Clearing and/or its predecessor entity, Legent Clearing of which Mr. Jarvis acquired knowledge through (1) his employment as an attorney by COR Clearing and/or its predecessor entity, Legent Clearing and (2) legal representation of COR Clearing and/or its predecessor entity, Legent Clearing; (d) disclosing, directly or indirectly, in any manner any confidential documents, materials or information, written or verbal, regarding the business affairs of companies affiliated with COR Clearing, of which Mr. Jarvis acquired knowledge through his employment as an attorney by COR Clearing and legal representation of COR Clearing; (e) disclosing, directly or indirectly, in any manner any confidential communications, documents, materials or information, written or verbal, protected from disclosure by the Rules of Professional Conduct governing Mr. Jarvis and the attorney-client privilege; (f) for a period of three (3) years,

advising, counseling, representing or otherwise providing legal services of any kind or in any manner, directly or indirectly, to any person or entity that has interests adverse or potentially adverse to Legent Clearing, LLC n/k/a COR Clearing, LLC or any of its affiliates including but not limited to COR Securities, LLC and COR Capital, LLC. Claimant further requested: unspecified compensatory and consequential damages; punitive and exemplary damages; costs of suit incurred herein; and such other and further relief the Panel deemed just and proper.

At the close of the hearing, Claimant requested: compensatory damages of \$90,000.00; injunctive relief; punitive damages; expert fees; and a finding that Claimant is entitled to attorneys' fees.

Respondent requested dismissal of the Statement of Claim, attorneys' fees and costs.

OTHER ISSUES CONSIDERED AND DECIDED

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

In its Motion to Amend, Claimant requested leave to amend its Statement of Claim to include additional facts in support of Claimant's claim. In his Opposition to the Motion to Amend, Respondent asserted that the Motion should be denied because Claimant did not propose any new facts. At the conclusion of the October 1, 2014, pre-hearing conference concerning Claimant's Motion to Amend, the Panel advised the parties in attendance that the Motion was denied.

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 (if any), the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's Statement of Claim is denied in its entirety.
2. Any and all claims for relief not specifically addressed herein, including Claimant's request for punitive and exemplary damages and Respondent's request for attorneys' fees, are denied.

FEES

Pursuant to the Code of Arbitration Procedure, the following fees are assessed:

Filing Fees

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

Initial Claim Filing Fee

= \$ 1,500.00

**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, Claimant is assessed the following:

Member Surcharge	= \$ 1,500.00
Pre-Hearing Processing Fee	= \$ 750.00
Hearing Processing Fee	= \$ 2,200.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

February 23-27, 2015, adjournment by Respondent = \$ 1,000.00

The Panel has assessed the entire adjournment fee of \$1,000.00 to Respondent.

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:

One (1) Pre-hearing session with a single arbitrator @ \$450.00/session	= \$ 450.00
Pre-hearing conference: January 12, 2015	1 session
Three (3) Pre-hearing sessions with the Panel @ \$1,000.00/session	= \$ 3,000.00
Pre-hearing conferences: June 23, 2014	1 session
October 1, 2014	1 session
February 27, 2015	1 session
Five (5) Hearing sessions @ \$1,000.00/session	= \$ 5,000.00
Hearing Dates: July 13, 2015	2 sessions
July 14, 2015	3 sessions
<hr/> Total Hearing Session Fees	<hr/> = \$ 8,450.00

The Panel has assessed \$6,950.00 of the hearing session fees to Claimant.

The Panel has assessed \$1,500.00 of the hearing session fees to Respondent.

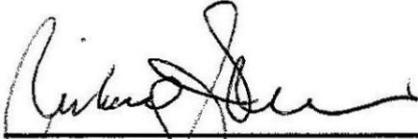
All balances are payable to FINRA Dispute Resolution and are due upon receipt.

ARBITRATION PANEL

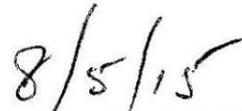
Richard J. Fuller	-	Public Arbitrator, Presiding Chairperson
Carole M. Crosby	-	Public Arbitrator
Daniel B. Daugherty	-	Non-Public Arbitrator

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



Richard J. Fuller
Public Arbitrator, Presiding Chairperson



Signature Date

Carole M. Crosby
Public Arbitrator

Signature Date

Daniel B. Daugherty
Non-Public Arbitrator

Signature Date

August 5, 2015

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

ARBITRATION PANEL

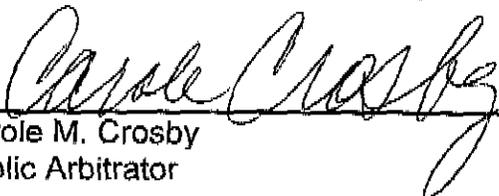
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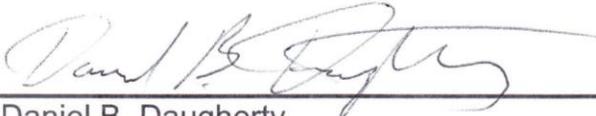
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Public Arbitrator, Presiding Chairperson

Signature Date

Carole M. Crosby
Public Arbitrator

Signature Date



Daniel B. Daugherty
Non-Public Arbitrator

8/4/2015

Signature Date

August 5, 2015

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