

**Stipulated Award  
FINRA Dispute Resolution**

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In the Matter of the Arbitration Between:

Claimant  
Wells Fargo Advisors, LLC

Case Number: 16-00722

vs.

Respondent  
David John Fahey

Hearing Site: Los Angeles, California

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Nature of the Dispute: Member vs. Associated Person

**REPRESENTATION OF PARTIES**

For Claimant Wells Fargo Advisors, LLC (“Claimant”): Thomas Kopshever, Esq., Wells Fargo Advisors, LLC, San Francisco, California.

Respondent David John Fahey (“Respondent”) appeared pro se.

**CASE INFORMATION**

Statement of Claim filed by Claimant on or about: March 9, 2016.

Claimant signed the Submission Agreement: March 8, 2016.

Respondent did not sign the Submission Agreement.

**CASE SUMMARY**

In the Statement of Claim, Claimant asserted the following cause of action: breach of manager compensation summary dated August 5, 2014. The cause of action relates to a quarterly advanced Performance Award due and owing during Respondent’s employment with Claimant.

Respondent did not file a Statement of Answer.

### **RELIEF REQUESTED**

In the Statement of Claim, Claimant requested:

1. The principal balance due and owing under the Manager Compensation Summary and PCG 2014 Manager Compensation Plan in the amount of \$33,468.23.
2. Any and all further relief that the honorable Arbitrator deems just and proper.

### **OTHER ISSUES CONSIDERED AND DECIDED**

The Arbitrator acknowledged that he read the pleadings and other materials filed by the parties.

Respondent did not file with FINRA Office of Dispute Resolution a properly executed Submission Agreement but is required to submit to arbitration pursuant to the Code of Arbitration Procedure (the "Code"), and is bound by the determination of the Arbitrator on all issues submitted.

On or about July 6, 2016, the parties filed with FINRA Office of Dispute Resolution a Settlement Agreement and Release and a Stipulation to Enter FINRA Award pursuant to Settlement Agreement (the "Stipulation"). The parties entered into a confidential Settlement Agreement wherein the parties agreed to sign the Stipulation. Pursuant to the Stipulation, the parties stipulated and agreed that Claimant will not enforce the Stipulated Award unless and until Respondent defaults under the Settlement Agreement.

### **AWARD**

The parties entered into an agreement to present to the Arbitrator a Stipulated Award. Now, in lieu of a hearing and upon motion of the parties for an entry of an award, and the written stipulation thereto, the Arbitrator grants the motion and enters this award granting the following relief:

1. Respondent is liable for and shall pay Claimant the amount of \$50,000.00, plus interest at a rate of 10% per annum from the date of the Stipulated Award until it is fully satisfied.
2. Any amounts paid by Respondent to Claimant pursuant to the Settlement Agreement shall be applied to, and credited toward, the amount set forth in the Stipulated Award.

## **FEES**

Pursuant to the Code, the following fees are assessed:

### **Filing Fees**

FINRA Office of Dispute Resolution will retain or collect the non-refundable filing fees\* for each claim:

Initial Claim Filing Fee	= \$1,450.00
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*\*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, Wells Fargo Advisors, LLC is assessed the following:

Member Surcharge	= \$ 750.00
Member Process Fee	= \$1,750.00

### **Hearing Session Fees and Assessments**

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

Paper Decision Fee	= \$300.00
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Total Hearing Session Fees	= \$300.00
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1. The Arbitrator has assessed \$150.00 of the hearing session fees to Claimant.
2. The Arbitrator has assessed \$150.00 of the hearing session fees to Respondent.

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

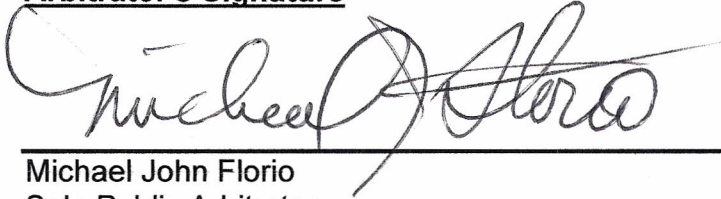
**ARBITRATOR**

Michael John Florio

Sole 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.

**Arbitrator's Signature**



A handwritten signature in black ink, appearing to read "Michael J. Florio", written over a horizontal line.

Michael John Florio  
Sole Public Arbitrator

9-15-16

Signature Date

September 16, 2016  
Date of Service (For FINRA office use only)

**EXHIBIT A**

**BEFORE FINRA DISPUTE RESOLUTION**

In The Matter Of The Arbitration Between  
WELLS FARGO ADVISORS, LLC,  
Claimant,  
v.  
David Fahey,  
Respondent.

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CASE NO. 16-00722

**STIPULATION TO ENTER FINRA  
AWARD PURSUANT TO SETTLEMENT  
AGREEMENT**

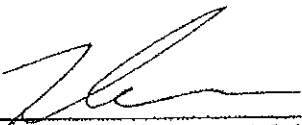
**IT IS HEREBY STIPULATED AND AGREED** by and between Claimant WELLS FARGO ADVISORS, LLC (“CLAIMANT”), on the one hand, and Respondent DAVID FAHEY (“RESPONDENT”), on the other hand, (collectively the “Parties”) that each of them submit to the jurisdiction of FINRA Dispute Resolution, Inc. for purposes of this Stipulation to Enter Award and the Stipulated Award referred to below.

**IT IS FURTHER STIPULATED AND AGREED** by and between CLAIMANT and RESPONDENT, that the Parties have entered into a Settlement Agreement wherein the Parties agreed to sign this Stipulation.

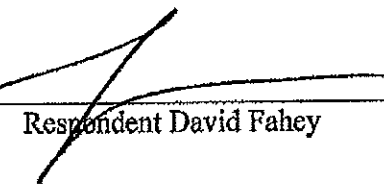
**IT IS FURTHER STIPULATED AND AGREED** by and between CLAIMANT and RESPONDENT, that to secure RESPONDENT’S performance of the Settlement Agreement, the Arbitrator(s) shall render and sign an Award in favor of CLAIMANT and against RESPONDENT for \$50,000, plus interest at a rate of 10% per annum from the date of the Award until it is fully satisfied. The Parties further agree that such Stipulated Award may be immediately signed by the appointed FINRA Arbitrator(s) and entered by FINRA.

IT IS FURTHER STIPULATED AND AGREED by and between CLAIMANT RESPONDENT, that CLAIMANT will not enforce the Stipulated Award unless and until RESPONDENT defaults under the Settlement Agreement. Any amounts paid by RESPONDENT to CLAIMANT pursuant to the Settlement Agreement shall be applied to, and credited toward, the amount set forth in the Award.

WHEREON, CLAIMANT and RESPONDENT request that the appointed FINRA Arbitrator(s) sign a FINRA Stipulated Award consistent with this Stipulation between CLAIMANT and RESPONDENT as set forth above.

By:   
Claimant Wells Fargo Advisors

Dated: 6/6/16

By:   
Respondent David Fahey

Dated: 5/31/16