

Stipulated Award
FINRA Office of Dispute Resolution

In the Matter of the Arbitration Between:

Claimant/Counter-Respondent
Wells Fargo Advisors, LLC

Case Number: 16-00688

vs.

Respondent/Counter-Claimant
Ghalib Abdulla Kanji

Hearing Site: Los Angeles, California

Nature of the Dispute: Member vs. Associated Person

Associated Person vs. Member

This matter was decided by an all-public panel pursuant to Rule 13802 of the Code of Arbitration Procedure ("Code").

REPRESENTATION OF PARTIES

For Claimant Wells Fargo Advisors, LLC ("Claimant"): Kevin J. Woods, Esq., White & Woods LLP, San Francisco, California.

For Respondent Ghalib Abdulla Kanji ("Respondent"): Nicholas W. Sarris, Esq., JML Law, APLC, Woodland Hills, California.

CASE INFORMATION

Statement of Claim filed on or about: March 7, 2016.

Claimant's Answer to Counterclaim on or about: May 24, 2019.

Claimant signed the Submission Agreement: March 10, 2016.

Statement of Answer and Counterclaim filed by Respondent on or about: April 18, 2019.

Respondent signed the Submission Agreement: April 18, 2019.

CASE SUMMARY

Claimant asserted a claim for unjust enrichment and the breach of three promissory notes executed by Respondent, collectively referred to as the "Notes". Claimant

asserted that the remaining balance of the Notes became due upon the voluntary termination of Respondent's employment with Claimant.

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

In the Counterclaim, Respondent asserted the following causes of action: discrimination in violation of CA Government Code section 12940 et seq. ("FEHA"); harassment in violation of FEHA; failure to prevent discrimination in violation of FEHA; retaliation in violation of FEHA; and wrongful constructive termination in violation of public policy. The causes of action relate to the termination of Respondent's employment with Claimant.

In Claimant's Answer to the Counterclaim, Claimant denied the allegations made in the Statement of Answer and Counterclaim.

RELIEF REQUESTED

In the Statement of Claim, Claimant requested:

1. The principal balance due under the Notes in the amount of \$447,176.70;
2. Unpaid interest due at the rates specified in the Notes;
3. Costs of collection and of this action, including but not limited to attorneys' fees and costs as agreed under the Notes; and
4. Any additional relief the Panel deems just and appropriate.

In the Counterclaim, Respondent requested:

1. General damages;
2. Special damages;
3. Loss of earnings;
4. Civil and statutory penalties;
5. Declaratory and injunctive relief;
6. Attorneys' fees;
7. Prejudgment interest;
8. Punitive and exemplary damages;
9. Costs of suit incurred; and
10. Such other relief that the Panel may deem just and proper.

In the Answer to the Counterclaim, Claimant requested:

1. Respondent take nothing by way of his Counterclaim;
2. Judgement be entered in favor of Claimant and against Respondent on every cause of action or claim for relief;
3. Attorneys' fees;
4. Costs; and
5. Such other and further relief as the Panel deems just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

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

On January 14, 2020, the parties filed a Stipulation to Enter FINRA Award Pursuant to Settlement Agreement the ("Stipulation") and a proposed Stipulated Award. On January 15, the parties provided a notice of final settlement and entered into a Settlement Agreement ("Settlement Agreement"). The parties further advised that they agreed that the Stipulated Award shall not be enforced by Claimant against Respondent unless Respondent defaults under the Settlement Agreement and fails to timely cure such default. If Respondent makes full, complete and timely payments under the Settlement Agreement, the Stipulated Award shall become null and void.

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

AWARD

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

1. Respondent shall pay to Claimant the total sum of \$335,382.53 in compensatory damages.
2. Respondent shall pay to Claimant interest on the above-stated sum at the rate of 5.25% per annum from May 4, 2018, until the Award is paid in full.
3. Respondent is liable for and shall pay to Claimant the sum of \$10,000.00 in attorneys' fees and expenses.
4. Any amounts paid by Respondent under the Settlement Agreement prior to the default, shall be applied to, and credited towards, the amounts set forth in this Stipulated Award.
5. Respondent is liable for and shall pay to Claimant any and all additional attorneys' fees and costs incurred in connection with collecting the foregoing amount owed and pursuant to the Stipulation.
6. Any and all relief not specifically addressed herein, including punitive damages, is denied.

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	= \$ 2,125.00
Counterclaim Filing Fee	= \$ 1,575.00

**The filing fee is made up of a non-refundable and a refundable portion.*

Pursuant to Armendariz v. Foundation Health Psychcare Services, Inc., 24 Cal. 4th 83 (2000), Respondent is assessed a \$200.00 counterclaim filing fee. The balance of the non-refundable portion of the counterclaim filing fee, in the amount of \$175.00, is assessed to Claimant.

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	= \$ 1,900.00
Member Process Fee	= \$ 3,750.00

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 arbitrators, including a pre-hearing conference with the arbitrators that lasts four (4) hours or less. Fees associated with these proceedings are:

Paper Decision Fee	= \$ 300.00
One (1) Pre-hearing session with the Panel @ \$1,125.00/session	= \$ 1,125.00
Pre-hearing conference: July 12, 2019 1 session	
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Total Hearing Session Fees	= \$ 1,425.00

Per the Parties' Agreement:

Claimant is assessed \$712.50 of the hearing session fees.
Respondent is assessed \$712.50 of the hearing session fees.

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

ARBITRATION PANEL

Kendall C. Reed	-	Public Arbitrator, Presiding Chairperson
W. Alex King	-	Public Arbitrator
Mark T Risner	-	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

Kendall C. Reed

Kendall C. Reed
Public Arbitrator, Presiding Chairperson

03/26/2020

Signature Date

W. Alex King

W. Alex King
Public Arbitrator

03/26/2020

Signature Date

Mark T Risner

Mark T Risner
Public Arbitrator

03/25/2020

Signature Date

March 26, 2020

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