





line in such because the law used in determining ineligible for arbitration was a commonly applied and overused and the absent of a further due explanation as to why Director has determined Amended Statement of the Claim "not eligible". Question: Under what law.

The application of the law entitled FINRA Rules 12203(a); 13203(a) did not elaborate what really the Director meant under that law. Why is it that the Director determines that, given the gravity and purposes of FINRA and the intent of the Code, the subject matter of the dispute is inappropriate, or that accepting the matter would pose a risk to the health or safety of arbitrators, staff, or parties or their representatives? What is that mean? Allow me to say my little point of view pertinent to the aforementioned underlying subject matter.

Were the Petitioner claims carrying a smoking gun that anytime soon will discharge a paper bullet which allegedly [would] pose a risk to everyone? Or FINRA-Director is a complex person to handle a matter that isn't complicated as she or he was?

Case law governing an almost similar matter in August 6, 2020, Finding in favor of the claimant or Petitioner; in the matter of Mr. Gregory Luken Administrative Proc. No. 3-19611.

Arbitrator Judges Hon. Erica J. Harris, Esq. and Hon. Owen Harnett, Esq. agreed or sided with the Petitioner. The aforementioned case and its substance are far remotely similar with the Petitioner's complaints. The only binds significantly in relation to FINRA Case No 21-02924 are the aforementioned Customer Codes. However, it dissimilar because SEC Administration Proclamation No. 3-19611 is a matter pertaining to Expunge of Record where Mr. Luken argued he still entitled to his case hear because of obvious and define technicality which outweigh Finra assertion of the aforementioned Code Rules.

Petitioner invoking his constitutional rights under Title 42 Sec 1985 based against the Director's languages stated in January 25, 2022 ruling. FINRA's determination using the aforementioned codes are flaw in nature to be exactly due to lacking of sustentative information, rather was based upon to corner one's intended implication [to] unearth and root out a quick reason relevant to scapegoat in the expense of Petitioner's lack knowledge of the law..

In addition the language used by FINRA was to abrogate "Eligibility" follows Customer Code Rules 122903 (a) and CCR 13203(a) thus without further due explanation, rather written is standard procedural argument. In the interest of Justice and Equal Protection of law Petitioner is requesting Honorable Commission to remand the matter back to FINRA for adjudication under which they can appropriately exercise the true value of FINRA contribution to this Grateful Nation. And stood by in their slogan "FINRA a non-profit Arbitration capabilities" What the Petitioner is trying to elaborate

managing language that have been utilized Director's decision to prohibit his access to a fundamentally important service Director went beyond its statutory authority (as a neutral arbitration forum) and made a biased decision, without any authority, to deny a fundamentally important service to Petitioner simply because its Director apparently disliked the Petitioner request. Secondly, FINRA's claim has absolutely no merit and defies logic.

The aforementioned Customer Code Rules 122903 (a) and CCR 13203(a) challenging the veracity and efficacy understanding the Director arbitrarily denied forum to Petitioner, due to his taste does not like the implied language on the Amended Statement of Claim with his like is always superior which may be construed one fundamental blunder, the hierarchy over and the condemnation of the spirit of the law. The procedures adopted by FINRA and codified in FINRA Rule 0110 that requires public notice and SEC approval for any new rules or rule changes.

FINRA's action is also inconsistent with the purpose and intent of FINRA Rules 12203(a) and 13203.5 (a)FINRA in pursuant to its rule making procedures, adopted Rules and issued guidance on engagement procedure. None of the adopted rules and guidance state that an application will be barred first hand due to complicity of the underlying subject matters.

And if it relates to resolving customer dispute arbitration the full focus of the presentation is on the merits of the Petitioner's Amended Statement of Claims, and not on any potential allocation of pose risk, inappropriately become a wrongdoing. This underlying questionable legality, an evidence that should be considered when determining whether engagement is appropriate the same way an evidence considered by the arbitrators.

FINRA minute order asserts Not Eligible for Arbitration, hence, decline to accept claim because of risk of personnel, parties and a regulatory value.

FINRA does not appear to have made a determination at any point that the Amended Statement of Claim requests at issue "would pose a risk to the health or safety of arbitrators, staff, or parties or their representatives." See FINRA Rulemaking Process <https://www.finra.org/rules-guidance/rulemaking-process>. Upon a further research Petitioner found that the purpose of providing the FINRA Director with this authority under Rule 12203 and 13203 was to "give the Director the flexibility needed in emergency situations" and to "address circumstances that may require immediate resolution, such as security concerns and other unusual but serious situations." 72 Fed. Reg. 20 at 4580-4601 (2007) (emphasis added). "[T]his authority, which cannot be delegated by the Director...should be limited by application in only a very narrow range of unusual circumstances." (Emphasis added). Id. at 4602. See e.g., FINRA Rule 2081. 7 FINRA's

Although, FINRA contended the utilization of the aforementioned two codes that may relevant to the matter at hand Petitioner found that Finra is acting not because matter is Not Eligible but acting in

various issues, also found from the interpretation of the language utilized by Finra discharging their duty as a tools for those reasons rather, and Finra had several matters to protect to, such as policy of their own, their staff it says all in Finra customer code 12203a and 13203a. It alarms the Petitioner greatly because, a contractor hired by the United States Government worrying of allege inappropriate that put risks, since when the United States Federal Government all three branches has worried that they would put one of theirs in harms-way? No Federal Government ever were, or may be Director is working on overdrive clutch to get to the other side evidence not to the contrary consistent in a written request to expel one of the respondents. See Paul Austin expulsion. Petitioner is weighing in between expulsion, and reason as to why Finra's position supports Respondent et al. As well as providing Petitioner wronged addresses for Andrea Dupree and Mr. Andrew Rodriguez, please note only time will tell when the others mail packets would be returned..See..FINRA Correspondence dated December 31, 2021 and January 7, 2022 bearing the Respondents addresses.

Notwithstanding in the foregoing anything in contrary herein. I want to take this opportunity to say I am disappointed with Finra, Merrill Edge, Bank of America, Discover Bank and Card and others et al. who may directly or indirectly have participated in this conspicuous plot are conscienceless, unprincipled and cautioning all. "Connivance put someone's liberty, future, happiness and life into the brinks of catastrophe" This innards policy was blind, reckless and unscrupulous and a whole range of outrageous Machiavellian maneuvers. Based upon a review of evidence and participants desires, Finra's capability factors contained therein, and the motives set forth in the stage determination, FINRA may have defended theirs thesis in gaining ground is deemed perspicacity for conspiracy. Title 42 USC Section 1985 and Title 18 USC Section 371.

I dearly request to Honorable Commission remand the matter back to FINRA and so can decide its merit render its decision in underlying subject matter due to preponderance of evidence against Respondents et al. And end this thing with one final regulatory decision in the best interest of the investing public.

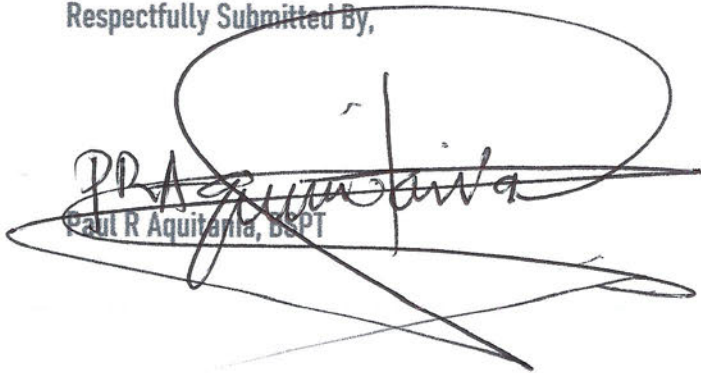
Maybe a separate hearing on customer complaints for damages and if any advisor requests for engagements. It allows the arbitrator to give the full benefit of the evidence to the customer when determining what, if any, monetary award the customer may be entitled to, yet reserves judgment on whether the advisor can meet the higher standard required to justify.

It appears obvious, that the entity's layouts were executed in extreme rush compromises its precision. Notwithstanding the foregoing there is a good faith liability issues which if decided aversely to entities et al, and others et al.

The aforementioned entities have successfully sabotaged my investment records shows securities were placed and switched with rejects and few records were not even tallied or correlate with vendor[s] records relevant to actual cost basis and deposal of security.

Petitioner, pray and plead to Honorable SEC Commissioners to decide matter in its merit and preponderance of evidence.

Respectfully Submitted By,



Paul R Aquitania, BSPT

Encl:

cc: US Congress Office of Oversight and Reform  
Fraud, Waste and Abuse

US Department of Justice  
US Attorney General



**TO:** Paul Richard Aquitania  
**CC:** Andre L. Green  
Ceren Unal  
**From:** Cheryl S Abuan  
Senior Case Specialist  
**Subject:** FINRA Dispute Resolution Services Arbitration Number 21-02924  
Paul Richard Aquitania vs. Merrill Lynch Pierce Fenner & Smith Inc., Paul Vincent Austin, Andre L. Green, Andre Dupre, et al.  
**Date:** January 25, 2022

FINRA has determined that the claims you have alleged in your Amended Statement of Claim are not eligible for arbitration. Therefore, pursuant to the Customer Code Rule 12203(a) or Industry Code Rule 13203(a), we decline to accept your claim.

Accordingly, we closed this case without prejudice.

If you have any questions, please do not hesitate to contact me at 213-613-2664 or by email at [Cheryl.Abuan@finra.org](mailto:Cheryl.Abuan@finra.org).

CSA:csa:LC53W  
idr: 08/19/2021

**RECIPIENTS:**  
Paul Richard Aquitania, [REDACTED]  
On Behalf Of: Paul Richard Aquitania

**CC:**  
Andre L. Green, [REDACTED]  
On Behalf Of: Andre L. Green

Ceren Unal, Norton Rose Fulbright US LLP, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201-7932  
On Behalf Of: Merrill Lynch Pierce Fenner & Smith Inc.; Andre Dupre; Andrew Rodriguez



**TO:** Paul Vincent Austin  
Michael E. Bury  
Andre Dupre  
Andre L. Green  
Andrew Rodriguez

**CC:** Paul Richard Aquitania

**From:** Nora Sassounian  
Case Administrator

**Subject:** FINRA Dispute Resolution Services Arbitration Number 21-02924  
Paul Richard Aquitania vs. Merrill Lynch Pierce Fenner & Smith Inc., Paul Vincent Austin, Andre L. Green, Andre Dupre, et al.

**Date:** December 31, 2021

Please be advised that claimant(s) amended the Statement of Claim prior to service of the claim by this office. Attached is a copy of the Amended Statement of Claim naming you as a party to the above-referenced matter. Please note that although the attached claim is entitled Amended Statement of Claim, this is deemed the only Statement of Claim filed in this case.

If you have any questions, please do not hesitate to contact me at 213-229-2332 or by email at [Nora.Sassounian@finra.org](mailto:Nora.Sassounian@finra.org).

NS3:csa:LC38G  
idr: 07/02/2021

**RECIPIENTS:**

Paul Vincent Austin, [REDACTED]  
On Behalf Of: Paul Vincent Austin

Michael E. Bury, Merrill Lynch Pierce Fenner & Smith Inc., Legal Department, 250 Vesey Street,  
New York, NY 10080  
On Behalf Of: Merrill Lynch Pierce Fenner & Smith Inc.

Andre Dupre, Merrill Lynch Pierce Fenner & Smith Inc. [REDACTED]  
[REDACTED]  
On Behalf Of: Andre Dupre





**TO:** Michael E. Bury  
Andre Dupre  
Andre L. Green  
Andrew Rodriguez

**CC:** Paul Richard Aquitania  
Paul Vincent Austin

**From:** Cheryl S Abuan  
Senior Case Specialist

**Subject:** FINRA Dispute Resolution Services Arbitration Number 21-02924  
Paul Richard Aquitania vs. Merrill Lynch Pierce Fenner & Smith Inc., Paul Vincent Austin, Andre L. Green, Andre Dupre, et al.

**Date:** January 7, 2022

This office is in receipt of Claimant's Amended Statement of Claim on January 6, 2022, removing Paul Vincent Austin as a Respondent and adding a complaint.

Please note that pursuant to Rule 12310(a) of FINRA's Customer Code of Arbitration Procedure, "If a claim is amended before it has been answered, the respondent's original time to answer is extended by 20 days."

Thus, Paul Vincent Austin has been removed as a party to this arbitration, and the remaining Respondents' Answer deadline has been extended by 20 days, from February 22, 2022 to **March 14, 2022.**

If you have any questions, please do not hesitate to contact me at 213-613-2664 or by email at Cheryl.Abuan@finra.org.

CSA:csa:LC53A  
idr: 02/18/2020

**RECIPIENTS:**

Michael E. Bury, Merrill Lynch Pierce Fenner & Smith Inc., Legal Department, 250 Vesey Street, New York, NY 10080

On Behalf Of: Merrill Lynch Pierce Fenner & Smith Inc.

Andre Dupre, Merrill Lynch Pierce Fenner & Smith Inc., [REDACTED]

Investor protection. Market integrity.

FINRA Dispute Resolution Services  
West Regional Office

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Los Angeles, CA  
90071-3135

t 213 613 2680  
www.finra.org

**OS Received 03/09/2022**

On Behalf Of: Andre Dupre

Andre L. Green, [REDACTED]  
On Behalf Of: Andre L. Green

Andrew Rodriguez, [REDACTED]  
On Behalf Of: Andrew Rodriguez

CC:  
Paul Richard Aquitania, [REDACTED]  
On Behalf Of: Paul Richard Aquitania

Paul Vincent Austin, [REDACTED]  
On Behalf Of: Paul Vincent Austin



**TO:** Andrew Rodriguez  
**CC:** Paul Richard Aquitania  
**From:** Nora Sassounian  
Case Administrator  
**Subject:** FINRA Dispute Resolution Services Arbitration Number 21-02924  
Paul Richard Aquitania vs. Merrill Lynch Pierce Fenner & Smith Inc., Paul Vincent Austin, Andre L. Green, Andre Dupre, et al.  
**Date:** December 31, 2021

FINRA sponsors a forum for securities dispute resolution. Our arbitration program administers claims involving customers of brokerage firms and disputes between brokerage firms and their employees. Arbitration is a method of having a dispute between two or more parties resolved by impartial persons. Any type of dispute, claim, or controversy arising out of business dealings with any FINRA firm or registered person can be resolved in arbitration. Awards are rendered by independent arbitrators who are chosen by the parties to issue final, binding decisions. FINRA makes available an arbitration forum—pursuant to rules approved by the SEC—but has no part in deciding the award.

You have been named as a party in this arbitration, which the claimant(s) filed on **November 25, 2021**. Attached is a copy of the Statement of Claim filed by the claimant(s). You are required by FINRA rules to arbitrate this dispute.

This office administers arbitration cases according to the FINRA Codes of Arbitration Procedure (Codes). The Codes are separated into three parts: the Customer Code, the Industry Code, and the Mediation Code. The most up-to-date version of the Codes can be accessed or downloaded from our website at <https://www.finra.org/arbitration-mediation/code-arbitration-procedure>. In addition, our website provides various resources for parties, including the *Party's Reference Guide* which includes important information about the arbitration process. There is also a short video on FINRA's website showing what to expect during the FINRA arbitration process (go to <https://www.finra.org/arbitration-mediation/what-expect#LightBox1>). If you do not have access to the internet, you may call our office to request a copy of arbitration materials.

#### DR Portal

FINRA rules require parties to use the DR Portal on a mandatory basis (except pro se investors). The DR Portal allows parties to electronically submit pleadings and serve other parties, select arbitrators, and receive notices about case deadlines and activities.



## FINRA ARBITRATION Submission Agreement

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In the Matter of the Arbitration Between

Name(s) of Claimant(s)

Paul Richard Aquitania

Name(s) of Respondent(s)

21-02924

Paul Vincent Austin  
Andre Dupre  
Andre L. Green  
Merrill Lynch Pierce Fenner & Smith Inc.  
Andrew Rodriguez

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1. The undersigned parties ("parties") hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers, and all related cross claims, counterclaims and/or third-party claims which may be asserted, to arbitration in accordance with the FINRA By-Laws, Rules, and Code of Arbitration Procedure.
2. The parties hereby state that they or their representative(s) have read the procedures and rules of FINRA relating to arbitration, and the parties agree to be bound by these procedures and rules.
3. The parties agree that in the event a hearing is necessary, such hearing shall be held at a time and place as may be designated by the Director of FINRA Dispute Resolution Services or the arbitrator(s). The parties further agree and understand that the arbitration will be conducted in accordance with the FINRA Code of Arbitration Procedure.
4. The parties agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement. The parties further agree that a judgment and any interest due thereon, may be entered upon such award(s) and, for these purposes, the parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.