IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

LEON BROWN, et al.,

Plaintiffs,

v.

NORMAN GARY PRICE, et al.,

Defendants.

No. 3:17-cv-00869-HZ

OPINION & ORDER

Robert S. Banks, Jr.
SAMUELS YOELIN KANTOR LLP
111 S.W. Fifth Avenue, Suite 3800
Portland, Oregon 97204-3642

Lawrence R. Cock
CABLE, LANGENBACH, KINERK & BAUER, LLP
Suite 3500, 1000 Second Avenue Building
Seattle, Washington 98104-1048

Attorneys for Plaintiffs

/ / /

Nathan T. Alexander
Peter Ehrlichman
DORSEY & WHITNEY LLP
701 Fifth Avenue, Suite 6100
Seattle, Washington 98104

Attorneys for Defendants Norman Gary Price, Christina Price, Ronald Robertson, Kathryn Robertson, Timothy Feehan, Kimberly Feehan, RP Capital, LLC, Strategic Capital Alternatives, LLC, and SCA Holdings LLC

Adam S. Heder
HARRIS BERNE CHRISTENSEN LLP
5000 Meadows Road, Suite 400
Lake Oswego, Oregon 97035

Jeremy Hyndman
INVESTOR DEFENSE LAW LLP
445 S. Figueroa Street, Suite 3100
Los Angeles, California 90071

Attorneys for Intervenors

HERNANDEZ, District Judge:

Plaintiffs[1] bring this putative class action against Defendants[2] alleging a variety of claims based on the general assertion that Defendants failed to provide objective, non-conflicted investment advice when they failed to advise Plaintiffs of their connections to Aequitas companies while soliciting and selling Aequitas investments to Plaintiffs. Similar claims by other investors are pending in arbitration proceedings before the Financial Industry Regulatory

[1] Plaintiffs are eleven individuals, one trust, and one trustee.

[2] Defendants are twelve individuals, and four LLCs. They are alleged to be investment advisor representatives or brokers, the principals and control persons of two non-party registered investment advisory firms, a broker-dealer, and "material aiders and control persons who operated investment advisory platforms that were directly and materially involved with both Aequitas and the other defendants in the scheme to sell the Aequitas Investments." Compl. ¶ 2, ECF 1.

Authority (FINRA).[3]

On June 7, 2017, I granted a Temporary Restraining Order (TRO) jointly sought by Plaintiffs and Defendants Norman Gary Price and RP Capital, LLC ("the RPC Defendants"), which enjoined the pending FINRA arbitrations from proceeding. ECF 27. That Order was based upon my finding that the Plaintiffs and RPC Defendants had tentatively reached an agreement to settle all of the class action claims for the benefit of all class members under a "limited fund" class action. Because allowing the FINRA arbitrations to proceed would potentially deplete the limited fund available for settlement, I agreed with Plaintiffs and the RPC Defendants that the arbitrations should be enjoined. The TRO was entered over the objections of Intervenors.

Plaintiffs and the RPC Defendants then jointly moved for an order preliminarily enjoining any party from further engaging in arbitrations, or in lawsuits in state or federal courts, against the RPC Defendants arising out of the purchase, sale, or renewal of investments in Aequitas Management, LLC, or any other Aequitas investment, including five specifically named pending arbitrations before FINRA (Nassar, Reiss, Fluegel, Martens, and Wu). Mtn. for Prel. Injunc., ECF 33. Plaintiffs seek the injunction until the Court rules on the parties' anticipated joint motion for final approval of the class action settlement in the fall of 2017. Oral argument on the preliminary injunction motion occurred on July 7, 2017. At that time, and over the opposition of Intervenors, I orally granted the motion but I stated that a written Opinion & Order would follow. *See* July 7, 2017 Minute Order of Proceedings, ECF 58. Additionally, I ordered that the

---

[3] The motion by eight of these investors to intervene in this case was granted on June 7, 2017. ECF 23. These investors are referred to as "Intervenors."

preliminary injunction would be in effect on the same terms as the TRO until this written Opinion was filed.

STANDARDS

A party seeking a preliminary injunction "must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest." *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). The plaintiff "must establish that irreparable harm is *likely*, not just possible[.]" *Alliance For The Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011). The court may apply a sliding scale test, under which "the elements of the preliminary injunction test are balanced, so that a stronger showing of one element may offset a weaker showing of another." *Id.* Thus, a party seeking an injunction may show greater irreparable harm as the probability of success on the merits decreases. *Id.* (noting also that the relevant test in the Ninth Circuit is described as the "serious questions" test where the likelihood of success is such that "serious questions going to the merits were raised and the balance of hardships tips sharply in plaintiff's favor") (internal quotation marks and brackets omitted).

In considering whether to issue a preliminary injunction courts "must balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the requested relief." *Winter*, 555 U.S. at 23 (internal quotation marks omitted); *see also Univ. of Haw. Prof'l Assembly v. Cayetano*, 183 F.3d 1096, 1108 (9th Cir. 1999) ("To determine which way the balance of the hardships tips, a court must identify the possible harm caused by the preliminary injunction against the possibility of the harm caused by not issuing it").

I. Likelihood of Success on the Merits

Intervenors raise two arguments in support of their position that Plaintiffs and the RPC Defendants are not likely to succeed on the merits. First, they contend that Plaintiffs and the RPC Defendants cannot meet their burden without a final executed settlement agreement in place. Second, they argue that the request for injunctive relief, or any proceedings in this case, violates a stay of litigation entered in a related case. As part of the second argument, Intervenors contend that the RPC Defendants are judicially estopped from asserting that the stay of litigation is inapplicable here.

A. Final Settlement Agreement

Intervenors state that no similar case has allowed an injunction before the filing of a motion for preliminary approval of class action settlement. They suggest that without evidence of a finalized, global settlement, Plaintiffs cannot establish that a settlement exists or will exist. I disagree.

In support of the motion for preliminary injunction, Plaintiffs (including Plaintiff representatives and the plaintiff class as further defined), and the RPC Defendants included a copy of a Stipulation of Settlement between Plaintiffs and the RPC Defendants, between Plaintiffs and other Defendants named in this case or in a related case pending in King County, Washington, *Brown, et al. v. Price, et al.*, King County Superior Court No. 16-2-19544-0-SEA, ("the King County case"), and between Plaintiffs and two non-parties not named in either this case or the King County case. Alexander P.I. Decl., Ex. A, ECF 35. The Stipulation of Settlement is comprehensive, detailed, and will resolve all of the claims among the parties to the Stipulation. Additionally, during oral argument on the preliminary injunction motion, counsel

for the "Bean/Bishopp" Defendants in this case represented that the parties there were very close to achieving settlement of all claims asserted against those Defendants.

In addition, the TRO and preliminary injunction record shows that counsel for Plaintiffs and the RPC Defendants and others have been extensively involved in settlement negotiations for months. Intervenors argue that the length of effort without an executed agreement supports their position that there is no evidence that a complete and final agreement will be achieved. I take a different view. The record demonstrates the complexity of the negotiations which involve many people, a variety of claims, insurance companies, personal liabilities, and related lawsuits. Thus, the lack of a final, executed settlement agreement is likely based on the nature of the negotiations and does not necessarily suggest that a settlement is unlikely. While the relevant authority may be distinguished because in those cases a motion for preliminary approval with an attendant settlement agreement was pending before a request for injunctive relief was made, Intervenors point to no authority holding that such a motion is *required* before injunctive relief is appropriate. Finally, as I indicated at the hearing and in the July 7, 2017 Minute Order of Proceedings, I invited Intervenors to move to set aside the preliminary injunction if a motion for preliminary approval with a supporting settlement agreement is not filed within thirty days.

B. Litigation Stay

In March 2016, the Securities and Exchange Commission (SEC) filed suit against Aequitas Management, LLC, four other Aequitas-related entities, and three individuals (all owners of Aequitas Management and executives of entity defendants, one of whom is the founder of the Aequitas group of companies). The case, *SEC v. Aequitas Management, LLC, et al.*, No. 3:16-cv-00438-PK, has been assigned to Judge Papak of this Court. Generally, the SEC

alleges that the defendants violated the antifraud provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, and the Investment Advisers Act of 1940, in connection with the offer and sale of certain securities. *SEC v. Aequitas Mgmt.*, No. 3:16-cv-00438-PK, Compl. ¶ 7 ECF 1.

In April 2016, Judge Papak appointed Ronald Greenspan as Receiver in the *SEC v. Aequitas* case. *Id.*, ECF 156. As part of his April 14, 2016 Order Appointing Receiver, Judge Papak stayed certain litigation (hereinafter "the Litigation Stay"). *Id.* ¶¶ 20-24. The Litigation Stay provides that other than the *SEC v. Aequitas* case and any other action or proceeding by a governmental unit to enforce that unit's police or regulatory powers and actions of the SEC related to the *SEC v. Aequitas* case, the following proceedings are stayed until further order of the Court:

> All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (1) the Receiver, in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Entity; or (d) any of the Receivership Entity's past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as "Ancillary Proceedings").

Id. ¶ 20. The Litigation Stay makes clear that "[a]ll Ancillary Proceedings are stayed in their entirety, and all Courts having jurisdiction thereof are enjoined from taking or permitting any action until further Order of this Court." *Id.* ¶ 22.

Following this, the Litigation Stay provides that notwithstanding the stay, it does not apply to certain proceedings:

> Notwithstanding the foregoing, Ancillary Proceedings shall not include civil legal proceedings upon claims that have accrued or are accruing exclusively to parties other than the Receiver on behalf of the Receivership Estates and brought against third party professionals, registered advisors, and others in which the Receivership Entity has no direct or indirect ownership interest. Proceedings against such third parties are not subject to the stay of litigation. The stay of litigation does, however, enjoin any claims brought in such proceedings (including, but not limited to, cross-claims or third party claims) against (a) the Receiver, in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Entity; or (d) any of the Receivership Entity's past or present officers, directors, managers, or general or limited partners.

Id. ¶ 23. Then, in the final paragraph of the Litigation Stay, Paragraph 24 requires the Receiver to investigate the impact of Ancillary Proceedings brought against registered investment advisors in which the Receivership Entity has an ownership interest. *Id.* ¶ 24. The Receiver must include in the report it is required to file with the Court pursuant to Paragraph 39 of the Order Appointing Receiver, a recommendation to the Court as to whether Ancillary Proceedings brought against registered investment advisors in which the Receivership Entity has an ownership interest should remain subject to the Litigation Stay. *Id.* The rest of Paragraph 24 enjoins discovery from the Receiver in proceedings authorized by Paragraph 23. *Id.*

An understanding of the terms of the Litigation Stay is incomplete absent the definitions of "Receivership Defendants," "Receivership Entity," and "Receivership Estates"/"Receivership Property." "Receivership Defendants" are the five entity defendants in the *SEC v. Aequitas* case. *Id.* at p. 1. The "Receivership Entity" is a subsidiary and/or a majority-owned affiliate of a Receivership Defendant as set forth in Exhibit A to the Order Appointing Receiver. *Id.* ¶ 1. Exhibit A lists forty-three separate entities but the Order states that they shall be referred to collectively as "Receivership Entity" in the singular. *Id.* "Receivership Estates" or "Receivership Property" are the "property interests of the Receivership Entity" which include, but are not

limited to:

> the monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Entity own, possess, have a beneficial interest in, or control directly or indirectly ("Receivership Property" or, collectively, the "Receivership Estates").

Id. ¶ 6A.

Intervenors argue that the instant case violates the Litigation Stay because in contrast to their own FINRA arbitrations[4], they assert that the claims here name parties affiliated with Private Advisory Group (PAG) which Intervenors refer to as an "Aequitas entity," and allege the liability of these parties based on their involvement with or control of PAG. In support, Intervenors cite to Paragraphs 5, 21, 24-27, 29 of the Complaint in this case. There, Plaintiffs allege that various Defendants were owners of PAG, were "control persons," or were officers/executives of PAG. Compl. ¶¶ 5, 21, 24-27. Paragraph 29 expressly states that PAG itself is not named as a party because the Litigation Stay bars all actions against entities owned by Aequitas and PAG is such an entity. *Id.* ¶ 29.

It is clear that Paragraph 20 of the Litigation Stay prohibits proceedings against PAG. Aspen Grove Equity Solutions, LLC is one of the forty-seven entities comprising the Receivership Entity. *SEC v. Aequitas*, No. 3:16-cv-00438-PK, Ord. App. Receiver, Ex. A. It

---

[4] Intervenors assert that their FINRA arbitrations do not violate the Litigation Stay because they name RP Capital, a non-Receivership Entity, and individuals in their capacities as employees or agents of RP Capital. Intervenors offer no argument for why RP Capital would be a Receivership Entity or Receivership Property in this case when it is not asserted to be a Receivership Entity or Receivership Property in the FINRA arbitrations. The definitions of Receivership Entity and Receivership Property do not depend on the type of proceeding. Thus, Intervenors' position that this proceeding, at least as to RP Capital, violates the Litigation Stay is unpersuasive.

holds more than sixty-percent of the membership units of PAG. *Id.*, Jan. 31, 2017 Report of Receiver, ECF 365 at 9. As such, PAG is property of the Receivership Entity under the "Receivership Property" definition. Because Paragraph 20 prohibits proceedings against any Receivership Property, any proceedings against PAG are barred by the Litigation Stay.

Notably, however, PAG is not part of the Receivership Entity and Intervenors' reference to it as an "Aequitas entity" is inaccurate in the context of the Litigation Stay.[5] While Paragraph 20 bars proceedings against any of the Receivership Entity's past or present officers, directors, managers, etc. when sued in connection with actions taken in that capacity, it does not bar proceedings against officers, directors, managers, etc. of Receivership Property. Here, Defendants are named as owners, officers, executives, etc. of Receivership Property PAG and proceedings against them are not prohibited by Paragraph 20 of the Litigation Stay. As Plaintiffs and the RPC Defendants state: "Plaintiff's claims in this lawsuit do not belong to the Receiver. And no Receivership Entity directly or indirectly owns any of the defendants. Hence, this lawsuit is excluded from the definition of 'Ancillary Proceeding' and is expressly authorized by paragraph 23 of the Order Appointing Receiver." Joint Reply in Sup. of Mtn. 2, ECF 56. Intervenors fail to establish that this case is an "Ancillary Proceeding" as a result of the claims

---

[5] Additionally, Intervenors' assertion at page five of their Opposition to the Preliminary Injunction Motion, ECF 53, that the Receiver himself has stated that PAG is a Receivership Entity and that actions against PAG or against its control persons in their capacity as such violate the Litigation Stay, is completely without support. In the cited January 31, 2017 Report of Receiver in the *SEC v. Aequitas* case, the Receiver does conclude that proceedings against PAG violate the Litigation Stay. Jan. 31, 2017 Report of Receiver at p. 16. However, nowhere does the Receiver state that PAG is Receivership Entity or that proceedings against employees or controls persons of PAG violate the Litigation Stay. Instead, it is apparent that the basis for the Receiver's conclusion that a class action complaint filed against PAG in the Western District of Washington violated the Litigation Stay is the Receiver's earlier statement that PAG constitutes Receivership Property. *Id.* at pp. 9, 16.

alleging that Defendants are liable because of their "affiliation" with PAG.

Next, while Paragraph 23 expressly allows this action by allowing legal proceedings against third party professionals, registered investment advisors, and others in which the Receivership Entity has no direct or indirect ownership interest, that paragraph indicates that the Litigation Stay still applies to certain *claims* within such excepted proceedings. But, none of prohibited claims are at issue in this lawsuit because like Paragraph 20, Paragraph 23's enjoinment of certain *claims* within the allowed excepted *proceedings* against third parties are restricted to claims against the Receiver, Receivership Property, Receivership Entity, or the Receivership Entity's past or present officers, etc. For the reasons previously explained, Defendants here do not fall within those categories.

I agree with Plaintiffs and the RPC Defendants that the Litigation Stay does not apply. Defendants in this case are not part of the Receivership Entity and are not Receivership Property. Their affiliation with PAG does not make them an officer, partner, etc. of a Receivership Entity. Accordingly, this lawsuit is exempt from the definition of "Ancillary Proceeding" under Paragraph 20 and is expressly authorized under Paragraph 23 of the Litigation Stay.

Intervenors argue that the RPC Defendants previously argued in the King County case that the claims there violated the Litigation Stay and thus, under the doctrine of judicial estoppel, those Defendants are estopped from making the inconsistent argument here. In support, Intervenors rely on a motion to stay filed by a number of the defendants in the King County case, including the RPC Defendants. Hyndman TRO Decl., Ex. C, ECF 18-1. However, the King County judge never ruled on the motion. Instead, the parties stipulated to a stay and the defendants struck their motion to stay. Hyndman TRO Decl., Ex. B at 26-30. Thus, the King

County judge never evaluated the merits of the arguments regarding whether the claims in that case were subject to the Litigation Stay.

The doctrine of judicial estoppel is "designed to protect the integrity of the courts" by precluding "a party from gaining an advantage by taking one position, and then seeking a second advantage by taking an incompatible position." *Risetto v. Plumbers & Steamfitters Local 343*, 94 F.3d 597, 600, 601 (9th Cir. 1996). It is not designed to protect the interests of individual parties. *Id.* It is an equitable doctrine invoked at the discretion of the court and "the determination to invoke it is 'driven by the specific facts of the case.'" *Kinnee v. Shack, Inc.*, No 07-1463-AC, 2008 WL 4899204, at *3 (D. Or. Nov. 12, 2008) (quoting *Johnson v. Oregon*, 141 F.3d 1361, 1368 (9th Cir. 1998)).

Several factors are relevant to application of the doctrine. *Id.* at *4. First, the party's later position must be "clearly" inconsistent with its prior position. *New Hampshire v. Maine*, 532 U.S. 742, 750-51 (2001). Second, courts look to whether the party has actually succeeded in persuading a court to accept the party's earlier position. *Id.* Third, courts consider whether the party seeking to assert an inconsistent position would derive an unfair advantage or impose an unfair detriment on the opposing party if not estopped. *Id.* These factors are not exhaustive. *Id.* Additional factual considerations may be relevant in "specific factual contexts." *Id.* at 751. Additionally, in the Ninth Circuit, a party's intent may play a meaningful role. *Kinnee*, 2008 WL 4899204, at *5 (discussing cases).

The application of judicial estoppel is not warranted here. First, because Plaintiffs have never taken a position on the Litigation Stay, the doctrine cannot apply to them. Second, the fact that the King County judge never ruled on the motion for stay means that in that case, the RPC

Defendants did not "persuade a court to accept" their position. Third, the context in which the stay is sought in this case weighs in favor of rejecting the judicial estoppel argument. The RPC Defendants note that in the King County case, they argued the Litigation Stay applied because that case would have required them to defend themselves and then seek indemnification from PAG, a Receivership Entity. In contrast here, there is no expectation of litigation because the parties are moving directly to settlement. The Litigation Stay does not suggest that the claims in this case are without merit or could not eventually be brought. At some point, this case could move forward. Settlement achieves resolution of these claims sooner rather than later. The position taken by the RPC Defendants here is to facilitate settlement which should be encouraged. Finally, I find that exercising my discretion in favor of not estopping the RPC Defendants on the stay issue will not provide them with an unfair advantage and will not impose an unfair detriment on Intervenors.

II. Other *Winter* Factors

The remaining *Winter* factors require me to assess whether Plaintiffs and the RPC Defendants are likely to suffer irreparable harm in the absence of preliminary relief, whether the balance of equities tips in their favor, and whether an injunction is in the public interest. In their Stipulation of Settlement, Plaintiffs allege that their Aequitas investment losses are approximately $120 million. Alexander P.I. Decl., Ex. A at 5. According to Plaintiffs' counsel, the agreed upon payment of $1.2 million represents all or substantially all of the RPC Defendants' funds available for settlement. Banks June 6, 2017 Decl. ¶¶ 7-9, ECF 16. The $1.2 million includes the balance of an insurance policy in the approximate amount of $600,000. Stip. of Settlement, Alexander P.I. Decl., Ex. A to 5-6. The policy is a "wasting policy," meaning any

amount paid by the insurance company in defending claims against the RPC Defendants, including the claims pending in the FINRA arbitrations, depletes the policy amount available for the settlement fund. Because the total value of all claims grossly exceeds the available funds for settlement and because even the defense of the FINRA claims, or other claims brought against the RPC Defendants, would deplete at least the insurance policy funds, Plaintiffs demonstrate that if the FINRA arbitrations go forward at this point, they will be harmed. Without an injunction, Plaintiffs will likely recover nothing whereas claimants with similar claims will receive an award simply because they were first to file. Accordingly, the settlement of claims with the putative Plaintiff Class would be jeopardized or destroyed if the FINRA arbitrations were allowed to proceed. Conversely, if those arbitrations are enjoined, funds that would otherwise be spent in defense of the arbitrations will be better preserved for the investors as a whole.

As to the balance of hardships and the public interest, these also favor Plaintiffs. The purpose of the settlement is to ensure a fair distribution to all Aequitas investors. This injunction allows that to happen. And, while Intervenors and other claimants could potentially receive far less as class members than they would if allowed to proceed with their individual arbitrations, they will nonetheless be part of the class and receive an equal distribution along with others in the class. If the class is not certified in the end, Intervenors claimants can then proceed with their FINRA arbitrations. Thus, this is truly a preliminary injunction in the sense that it will expire upon the resolution of the anticipated motion for final approval of the class settlement. Additionally, Intervenors and other claimants can object to the proposed class and settlement during the fairness hearing. Additionally, Receiver Greenspan filed a Declaration stating that his

goals as a Receiver in the *SEC v. Aequitas* case have included preservation of the maximum funds possible for equitable distribution to Aequitas investors and creditors. Greenspan Decl. ¶ 2, ECF 34. To achieve that goal, he believes it is important to prevent more aggressive investors who were first to file lawsuits or initiate arbitration proceedings, or who were first to obtain a hearing, from gaining a financial advantage over the other investors who have suffered a similar loss. *Id.* He writes: "The injunctive relief sought by the moving parties is consistent with these goals." *Id.* Overall, the balance of hardships tips in Plaintiffs' favor and the public interest supports the injunction.

Applying the *Winter* factors here, Plaintiffs and the RPC Defendants have established a likelihood of success on the merits, irreparable harm absent injunctive relief, that the balance of equities tips in their favor, and that a preliminary injunction is in the public's interest.

III. Terms of the Injunction

The Court issues this Preliminary Injunction Order with the following terms:

1. The Court hereby restrains and enjoins any party from initiating or engaging in further proceedings in any arbitration or litigation (apart from the instant litigation) against the RPC Defendants that include allegations of wrongdoing in any way relating to the purchase or sale of investments in Aequitas Management, LLC or any other Aequitas entity. This preliminary injunction order shall last until the Court rules on the parties' anticipated motion for final approval of the proposed class action settlement ("the Preliminary Injunction Period");

2. The Court hereby specifically restrains and enjoins the following FINRA arbitrations from proceeding against the RPC Defendants, including Joel Price,

Anthony Ramirez and Aaron Douglas Maurer, during the Preliminary Injunction Period:

- Nassar, et al. v. RP Capital, et al., FINRA Case No. 16-00943;
- Reiss, et al. v. RP Capital, et al., FINRA Case No. 16-01610;
- Fluegel, et al. v. RP Capital, et al., FINRA Case No. 16-01967;
- Martens v. RP Capital, et al., FINRA Case No. 16-03187; and
- Wu v. RP Capital, et al., FINRA Case No. 17-00594;

3. The Court does not restrain or enjoin the claimants in the Fluegel arbitration from proceeding with their claims against Respondent Kristofor R. Behn;

4. The posting of a bond is not required because the claimants in the FINRA arbitrations are not prejudiced by the issuance of this Preliminary Injunction Order; and

5. After a motion for preliminary approval is filed, the Court will set a schedule for the filing of a motion for final approval of the proposed class action settlement and will set a final approval hearing, anticipated to be held in October 2017.

IT IS SO ORDERED.

Dated this 26 day of July, 2017

Marco A. Hernandez
United States District Judge