

IN THE CIRCUIT COURT OF THE 19TH
JUDICIAL CIRCUIT, IN AND FOR
MARTIN COUNTY, FLORIDA

CRAIG PRICE,

CASE NO. 18-000351-CAA-XXM

Plaintiff,

v.

RAYMOND C. KLAHNE and
WILLIAM J. GILCHER,

Defendants.

DEFENDANTS RAYMOND C. KLAHNE AND WILLIAM J. GILCHER'S
MOTION TO VACATE ARBITRATION AWARD

1. Pursuant to Florida Statutes Chapter 682, Defendants RAYMOND C. KLAHNE and WILLIAM J. GILCHER (collectively, "Defendants") by and through their undersigned counsel, hereby apply for an order vacating an arbitration award (the "Award") issued in *Craig Price v. Raymond C. Klahne and William J. Gilcher*, FINRA Case No. 19-00415 (the "Arbitration"). A true and correct copy of the Award is attached hereto as Exhibit "A."

2. Under Florida Statutes section 682.13(1)(d), upon motion of a party to an arbitration proceeding, the court shall vacate an arbitration award if an arbitrator exceeded the arbitrator's powers. An arbitrator exceeds his or her power when he or she "goes beyond the authority granted by the parties or the operative documents and decides an issue not pertinent to the resolution of the issue submitted to arbitration." *LeNeve v. Via S. Fla., L.L.C.*, 908 So. 2d 530, 534 (Fla. Dist. Ct. App. 2005); *Nash v. Fla. Atl. Univ. Bd. of Trs.*, 213 So. 3d 363, 367-368 (Fla. Dist. Ct. App. 2017) (vacating award granting promotion and tenure on the basis that arbitrator exceeded his authority because "parties did not expressly place before the arbitrator the issue of whether [party] should have been granted promotion and tenure").

3. In this case, the arbitrators exceeded their authority by deciding the issue of Plaintiff's "alleged wrongful termination for his whistleblower activity." (See "Case Summary" of

Award, a true and correct copy of which is attached hereto as Exhibit A.)

4. The issues in this arbitration were limited to Defendants' alleged defamatory remarks, violation of the Florida Unfair and Deceptive Trade Practices Act, and tortious interference with contract. (See Plaintiff's Statement of Claim, a true and correct copy of which is attached hereto as Exhibit B.)

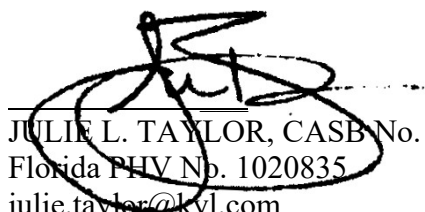
5. Further, UBS, the party responsible for Plaintiff's termination, was not a party to this arbitration. Rather, the issue of Plaintiff's "alleged wrongful termination for his whistleblower activity" is currently being litigated before the United States District Court for the District of New Jersey in Plaintiff's case ***against UBS, Craig D. Price v. UBS Financial Services Inc.***, Case No: 17-01882 (WJM-MF) (A true and correct copy of Plaintiff's Amended Complaint is attached hereto as Exhibit C.)

6. By deciding the issue of Plaintiff's alleged wrongful termination, the arbitrators not only exceeded their authority in this arbitration, they essentially usurped the power of the New Jersey District Court.

7. Based on the foregoing, as well as Defendants' forthcoming Memorandum in Support of its Motion to Vacate, Defendants respectfully request that the Court grant their Motion to Vacate the Award.

DATED this 30th day of November, 2021. Respectfully submitted,

/s/ Nancy A. Johnson
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Counsel for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on this 30th day of November 2021, a copy of the foregoing
has been e-filed with the Florida Courts E-filing Portal and upon all counsel of record.

/s/ Nancy A. Johnson
Nancy A. Johnson