

Raymond Martin
P.O. Box 532 Middlesex NJ 08846
732 648 6068

Raymond Martin,

Plaintiff,

v.

Interactive Broker , LLC

Defendant.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION MIDDLESEX COUNTY
CIVIL PART**

Docket No. _____

Civil Action

**MOTION TO VACATE AWARD OF FINRA DISPUTE RESOLUTION
SERVICES ARBITRATION NUMBER 20-00739 RAYMOND MARTIN VS.
INTERACTIVE BROKERS LLC**

To: Mark G. Materna, Esq.,
Interactive Brokers LC,
2200 Pennsylvania Avenue NW,
Suite 280E, Washington, DC 20037
(Attorney for Defendant, Interactive Brokers LLC)

COUNSEL:

PLEASE TAKE NOTICE that plaintiff, Raymond Martin, will move
before the Superior Court of New Jersey at the Middlesex County
_____, New Jersey, on _____ day of _____, 2021 at
9:00 a.m. or as soon thereafter as counsel may be heard, for an Order vacating

FINRA Dispute Resolution Services Arbitration Number 20-00739 Raymond
Martin vs. Interactive Brokers LLC.

PLEASE TAKE FURTHER NOTICE that plaintiff will rely upon the
Certification of Raymond Martin, and Memorandum of Law. A proposed order is
attached herein.

PLEASE TAKE FURTHER NOTICE that defendant requests oral
argument.

PLEASE TAKE FURTHER NOTICE that opposing affidavits,
certifications, briefs, and cross-motions, if any, shall be served and filed not later
than 10 days before the return date of this motion in accordance with R. 4:46-1.

Dated: 9/21/2021, 2021.

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Raymond Martin

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**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION MIDDLESEX COUNTY
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Docket No. _____

Civil Action

**CERTIFICATION OF RAYMOND MARTIN IN SUPPORT OF
PLAINTIFF'S MOTION TO VACATE AWARD OF FINRA DISPUTE
RESOLUTION SERVICES ARBITRATION NUMBER 20-00739
RAYMOND MARTIN VS. INTERACTIVE BROKERS LLC**

I, Raymond Martin, am the plaintiff in the above-captioned matter certifies that:

1. I am the Plaintiff in this case and I make this Certification based on personal knowledge and in support of the plaintiff's motion to vacate Award of FINRA Dispute Resolution Services Arbitration Number 20-00739 Raymond Martin vs. Interactive Brokers LLC.
2. I filed the claim against the defendant at the Financial Industrial Regulatory Authority (FINRA) sequel to the investment transaction I had with the

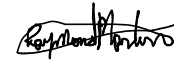
Defendant in respect of the issues of my option and stock, which arose during phone conversations the Claimant had with the representatives of the Respondent over the phone.

3. My claim was predicated on the transaction that relates to my call to the Defendant on the 3rd day of March, 2019 and was connected to the front desk and broker of the Defendant who misdirected and misled me towards losing money. This is more so as the Defendant failed to sell the stock of the Plaintiff in the open market as it was necessary to sell. A copy of the claim referred to in this paragraph is attached and marked **“Exhibit A”**.
4. We had a hearing and the Arbitration Panel did give an award on the wherein the panel denied my claim in its entirety. A copy of the Award of the Finra Arbitration Panel referred to in this paragraph is attached and marked **“Exhibit B”**.
5. In the course of the discovery process, the proceedings the arbitration panel displayed some sorts of bias and racial discrimination against me. Despite, my request that the Chairman Morris to remove himself from the panel for clear show of bias and unfair, unconscionable decision and procedure, the chairman refused and was hell-bent towards reaching a decision against me.
6. Prior to the hearing and till the decision of the panel was reached, I never received any disclosure despite my repeated demands for disclosure. I only received disclosure days after the Award was made.
7. The Panel, specifically Chairman Morris did not allow me to play and use the recording of the conversation that my claim is predicated upon. Despite the fact the defendant made the recordings available during discovery, Chairman Morris shut me down each time I made mention of the recordings, which was one of the vital evidence of my claim against the defendant.

8. During the hearing of this case, I tried to make reference to the motion to compel discovery that both parties made the panel refused me from using it, meanwhile when the defendant's attorney made reference to the same motion, he was allowed without any form of interruption. Meanwhile, the court had reached a 50/50 decision refusing to compel both parties. A copy of the decision is attached as **"Exhibit C"**
9. In view of the bias, I made several requests to the Chairman Morris for the three days of the hearing to remove himself from the panel on record over ten (10) times.
10. The chairman Morris allowed the defendant to use every document regarding to the plaintiff's account despite the opposition that was raised against the use of the plaintiff's account information at the hearing of the case. The panel sent me an email that to the effect that the plaintiff opposition to the use of the Plaintiff's account information was deemed to be an objection which would be ruled on at the hearing. Without reaching a decision or ruling on the said objection, the panel proceeded to use the plaintiff account information during the hearing despite previously ruling on the motion to compel filed by the parties that both parties are not under any obligation to request certain information. A copy of the Panel's email to me is attached as **"Exhibit D"**
11. Meanwhile, I was not given the privilege to access certain documents to further buttress and proof my claim. Meanwhile, the defendant used all documents at its disposal despite the fact that I objected to the documents. As a matter of fact, I could not mention a request to get an information, the said chairman Morris shut plaintiff out without the attorney for defendant responding to my request.

12.I certify that the foregoing statements made by me are true. I am aware that
if any of the foregoing statements made by me are willfully false, I am
subject to punishment.

Date: September 9/21/2021 2021

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Signature

Raymond Martin

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Plaintiff,

v.

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LAW DIVISION MIDDLESEX COUNTY
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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF’S MOTION TO
VACATE AWARD OF FINRA DISPUTE RESOLUTION SERVICES
ARBITRATION NUMBER 20-00739 RAYMOND MARTIN VS.
INTERACTIVE BROKERS LLC**

Plaintiff, Raymond Martin, respectfully submits this Memorandum of Law in support of plaintiff’s motion to vacate award of finra dispute resolution services arbitration number 20-00739 Raymond Martin Vs. Interactive Broker LLC.

Generally, the court reviews commercial arbitration awards pursuant to the FAA.

See 9 U.S.C. §§ 1-16.

By virtue of 9 U.S.C. § 10(a), the court may vacate an arbitration award: (1) where the award was procured by corruption, fraud, or undue means; (2) where there was evident partiality or corruption in the arbitrators, or either of them; (3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or (4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

Meanwhile, in the instant case, there are evidence clear establishing the case of the claim that the Defendant failed to sell the stock of the Plaintiff in the open market as at it was necessary to sell. This obvious evidence was contained in the recording that was made between the Defendant broker and the plaintiff. Yet, the court refused to consider the said evidence because it was favourable to the Plaintiff. The Chairman Morris did not allow the plaintiff to play the recording of the conversation between the plaintiff and the defendant broker, the conversation that the claim is predicated on. The failure of the panel, specifically Chairman Morris to allow me to play and use the recording of the conversation that my claim is predicated upon is a clear deprivation of the right of the plaintiff to present favourable evidence in proof of his claim. This is more so as the defendant made

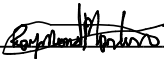
the recordings available during discovery. Therefore, Chairman Morris shutting the plaintiff down each time he made mention of the recordings, which was one of the vital pieces of evidence of my claim against the defendant is clearly against fair hearing.

In the light of the above, it is apt to conclude that the panel was biased and acted against the required standard required of an arbitration panel. This is further fortified by the fact that during the hearing of this case, plaintiff tried to make reference to the motion to compel discovery that both parties made the panel refused plaintiff from using it, meanwhile when the defendant's attorney made reference to the same motion, he was allowed without any form of interruption. The chairman Morris allowed the defendant to use every document regarding to the plaintiff's account despite the opposition that was raised against the use of the plaintiff's account information at the hearing of the case. The panel sent me an email that to the effect that the plaintiff opposition to the use of the Plaintiff's account information was deemed to be an objection which would be ruled on at the hearing. Without reaching a decision or ruling on the said objection, the panel proceeded to use the plaintiff account information during the hearing despite previously ruling on the motion to compel filed by the parties that both parties are not under any obligation to request certain information. Meanwhile, plaintiff was not given the privilege to access certain documents to further buttress and prove my claim. Meanwhile, the defendant used all documents at its disposal despite the fact

that I objected to the documents. As a matter of fact, I could not mention a request to get an information, the said chairman Morris shut plaintiff out without the attorney for defendant responding to my request.

It is therefore correct to say that in conclusion and decision of the panel would definitely be different and in favour of the plaintiff if not for the above anomalies inherent in the arbitration panel. Hence, the plaintiff hereby prays that the Award be vacated.

Date: 9/21/2021 2021

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Signature

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This matter having been brought before the Court on Motion of plaintiff for an Order to:

vacate FINRA Dispute Resolution Services Arbitration Number 20-00739
Raymond Martin vs. Interactive Brokers LLC.

And for such other and further relief as this Court deems just and proper.

And the Court having considered the matter and for good cause appearing,

It is on this _____ day of _____, 20____, ORDERED as follows:

, J.S.C.

☐ Opposed

☐ Unopposed

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Certification of Service

I certify that on Raymond Martin, I served two copies of the following document(s):

1. Motion to vacate
2. Certification of Raymond Martin in support of plaintiff's motion to vacate
3. Memorandum of law in support of plaintiff's motion to vacate award
4. Exhibits A, B, C, D.

By: Email _____

on the following parties, or their attorney if represented, in the above-captioned matter

1.
Mark G. Materna, Esq.,
Interactive Brokers LC,
2200 Pennsylvania Avenue NW,
Suite 280E, Washington, DC 20037
mmaterna@interactivebrokers.com
(202) 416-2968
(Attorney for Defendant, Interactive Brokers LLC)

2.

Assigned Staff

Alejandra Candelario

FINRA Dispute Resolution Services

Brookfield Place

200 Liberty Street

New York, New York 10281

Phone: 212-858-4356

E-mail: NEProcessingCenter@finra.org

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment. (See Rule 1:4-4(b))

Date: 9/21/2021 2021



Signature

Raymond Martin