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| <p>Broomfield County District Court 17 Descombes Drive Broomfield, Colorado 80020</p> <hr/> <p>Petitioner: TYLER WILLIAM PRATT,</p> <p>v.</p> <p>Respondent: RBC CAPITAL MARKETS, LLC,</p> <p>and</p> <p>Intervenor: FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC.</p> | <p>DATE FILED January 17, 2026 1:06 PM CASE NUMBER: 2025CV30315</p> <p>COURT USE ONLY</p> |
| | <p>Case Number: 25CV30315</p> <p>Division: B</p> <p>Courtroom: 3</p> |
| <p>ORDER RE: PETITION TO VACATE ARBITRATION AWARD</p> | |

Petitioner Tyler Pratt commenced this action to vacate an arbitration award in which the arbitration panel denied his request to expunge two customer complaints from the Central Registration Depository (CDR).¹ The court has reviewed Plaintiff's petition and the oppositions filed by Respondent and Intervenor (FINRA). No hearing has

¹ Intervenor FINRA maintains the CDR, which is a publicly accessible database that contains, among other information, customer complaints against financial advisors.

been requested and further argument on the petition would not materially assist the court. Thus, the petition is ripe for review. For the reasons that follow, the petition is denied and the arbitration award is confirmed.

BACKGROUND

Petitioner is a financial advisor and former employee of Respondent.² Petitioner was the subject of two customer complaints (Occurrence Number 2266142 and Occurrence Number 2278633) while he was employed with Respondent.

On October 8, 2024, Petitioner commenced an arbitration proceeding under FINRA rules to expunge the two customer complaints and have them removed from the CDR.³ Respondent opposed expungement of Occurrence Number 2266142 and took no position on expungement of Occurrence Number 2278633. The California Department of Financial Protection and Innovation (CDFPI) — the state securities regulator with jurisdiction over Petitioner — opposed expungement of both customer complaints.

² Petitioner is a resident of California and worked for Respondent in California. Respondent is based in Minnesota. Respondent and FINRA point out that this case has no connection to Colorado other than Petitioner’s counsel’s offices in Colorado. However, neither Respondent nor FINRA have suggested that venue is improper or that this court does not have jurisdiction over the matter.

³ Although FINRA provided the forum for the arbitration and governing rules for the arbitration, FINRA was not a party to the arbitration proceeding.

The arbitration was held by videoconference over two days — August 6 and August 27, 2025 — before a panel of three arbitrators. Petitioner, Respondent, and a representative of CDFPI appeared at the hearings and presented evidence, testimony and argument on Petitioner’s expungement requests.

On September 4, 2025, the arbitration panel issued a written award in which the arbitrators unanimously denied Petitioner’s requests for expungement. The instant petition to vacate the arbitration award followed.

ANALYSIS

1. Legal Standard — Federal Arbitration Act

The Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 to -16, governs this matter.⁴ Under the FAA, a court may vacate an arbitration award on the following grounds:

- (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;

⁴ The FAA applies to matters that involve interstate commerce. *Fonden v. U.S. Home Corp.*, 85 P.3d 600, 602 (Colo. Ct. App. 2003) (“Thus, if a contract is related to a transaction in interstate commerce, the FAA governs the enforcement of its arbitration provisions in both state and federal court.”). No party contends that the Colorado Uniform Arbitration Act, Colo. Rev. Stat. §§ 13-22-201 to -228, is the controlling legal authority here.

(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.

9 U.S.C. § 10(a).

The party seeking to vacate an arbitration award bears a heavy burden because “review of arbitral awards is among the narrowest known to the law.” *Litvak Packing Co. v. United Food & Commercial Workers, Local Union No. 7*, 886 F.2d 275, 276 (10th Cir. 1989); *see also Mid. Alt. Capital Corp. v. Bien*, 956 F.3d 1182, 1190 (10th Cir. 2020) (“Given this limited review, we should “exercise ‘great caution’ when a party asks for an arbitration award to be set aside” or modified.”) (quoting *THI of N.M. at Vida Encantada, LLC v. Lovato*, 864 F.3d 1080, 1083 (10th Cir. 2017)). “Once an arbitration award is entered, the finality of arbitration weighs heavily in its favor and cannot be upset except under exceptional circumstances.” *Ormsbee Dev. Co. v. Grace*, 668 F.2d 1140, 1146–47 (10th Cir.1982).

2. *Petitioner Has Not Established Grounds to Vacate the Arbitration Award*

Petitioner offers two main arguments for vacatur of the arbitration award. First, he argues that one of the arbitrators was biased against him. Second, he argues that the allowing the arbitration award to stand would result in a miscarriage of justice. I find no merit to Petitioner's arguments.

To vacate an award for bias, Petitioner must establish "evident partiality or corruption" of the arbitrators. 9 USC § 10(a)(2). "For an award to be set aside, the evidence of bias or interest of an arbitrator must be direct, definite and capable of demonstration rather than remote, uncertain or speculative." *Ormsbee Dev. Co. v. Grace*, 668 F.2d at 1147.

Petitioner's claim of bias is speculative at best and wholly unsupported by the record. The arbitration was conducted by videoconference but Petitioner has not submitted either the video recording (if it exists) or transcript of the hearing. Further, Petitioner does not identify with specify the statements he says show bias by one of the arbitrators — Petitioner simply says one arbitrator "vehemently chastised [Petitioner] regarding his comments during the proceedings." Without the specific statements or the context in which they were made,

I am unable to conduct any meaningful review to ascertain whether there was any bias by one arbitrator let alone bias sufficient to infect the panel's award such that it was must be vacated.

I also reject Petitioner's contention that bias is shown by the fact the panel denied expungement of Occurrence Number 2278633 even though there was no opposition to that complaint. Petitioner is wrong that there was no opposition to the expungement of Occurrence Number 2278633. While it is true that Respondent took no position on Occurrence Number 2278633, Petitioner ignores the fact that CDFPI expressly opposed expungement of Occurrence Number 2278633. But even if I were to ignore CDFPI's opposition, just because no party opposed expungement does not mean that Petitioner is entitled to expungement as a matter of law, and Petitioner cites no authority that he is. FINRA rules set forth the specific showing Petitioner needed to make to have a complaint expunged. The panel *unanimously* found that the Petitioner did not carry his burden.

Relatedly, even if the Petitioner could make a showing of bias by one arbitrator, he does nothing to show how that bias infected the decision-making process of the other two arbitrators who Petitioner does not allege were biased against him. All three arbitrators agreed that Petitioner had failed to establish grounds for expungement. The

unanimity of the award undercuts any claim of bias by one of the arbitrators.

Petitioner’s secondary argument — that allowing the award to stand would result in “a miscarriage of justice” — is equally unsupported by the record. To begin with, “miscarriage of justice” is not an enumerated basis to vacate an award under the FAA. *See Hall Street Associates, L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 584 (2008) (holdings section 10 provides the exclusive grounds for vacatur of an arbitration award under the FAA). But even if judicially created exceptions still exist outside of the express provisions in section 10 of the FAA, there is no miscarriage of justice in allowing the award to stand. Petitioner’s miscarriage-of-justice argument relies on a California state law case,⁵ *Bowman v. Wyatt*, 186 Cal. App. 4th 286, 327 (2010), which did not even involve an arbitration.

Whatever the boundaries of a miscarriage of justice may be, the arbitration award did not exceed them. The various iterations of Petitioner’s argument boil down to the fact that he disagrees with the panel’s conclusion. But disagreement with the outcome is not a miscarriage of justice (or any other ground to vacate the award). It is not

⁵ It is also questionable whether state law — California or otherwise — has any applicability here as Petitioner seeks vacatur under the FAA which involves a question of federal law. In any event, the state law cited by Petitioner does not support vacatur in this case.

the job of the court to reweigh the evidence, make credibility determinations or substitute its judgment for that of the arbitrators. *Sterling Colo. Beef Co. v. United Food & Commercial Workers, Local Union No. 7*, 767 F.2d 718, 720 (10th Cir. 1985) (“The arbitrator’s award is not open to review on the merits.”).

Having determined that there are no valid grounds to vacate the arbitration award I must confirm the award. *See Denver & Rio Grande Western R. Co. v. Union Pacific R. Co.*, 119 F.3d 847, 849 (10th Cir. 1997) (“Outside of these limited circumstances [for vacatur], an arbitration award must be confirmed.”); *see also* 9 U.S.C. § 9. Accordingly, the arbitration award denying expungement of Occurrence Number 2266142 and Occurrence Number 2278633 is confirmed.

* * *

Based on the foregoing, it is, therefore, ORDERED:

1. The Petition to Vacate Arbitration Award is DENIED.
2. The arbitration award is CONFIRMED.

Dated this 17th day of January, 2026.

BY THE COURT:

A large black rectangular redaction box covering the signature of the court judge.

Jeffrey A. Smith
District Court Judge