

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

TD BANK, N.A., ET AL,

Plaintiffs,

v.

BRETT BARTKIEWICZ, ET AL,

Defendants.

Civil Action No.: 3:24-cv-00888-OAW

Date: November 6, 2024

PLAINTIFFS' STATUS REPORT

Pursuant to this Court's Order dated June 3, 2024 (ECF No. 34) Plaintiffs hereby notify the Court that the Financial Industry Regulatory Authority ("FINRA") rendered a decision granting Plaintiffs' Motion for Permanent Injunction. A copy of the order is attached hereto as Exhibit A. Parties request that this Court stay this proceeding pending resolution of the FINRA arbitration that is ongoing.

/s/ Elizabeth R. McKenna

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CERTIFICATE OF SERVICE

I hereby certify that on November 6, 2024 a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing was sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filings as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF system.

Elizabeth R. McKenna

Elizabeth R. McKenna

EXHIBIT A



Order on Request for Permanent Injunction

At the conclusion of a hearing on a request for permanent injunction under FINRA rules¹, please complete this form.

A hearing on a request for Permanent Injunction under FINRA rules was held in the matter of:

CLAIMANT(S): TD PRIVATE CLIENT WEALTH, LLC&TD BANK, NA

RESPONDENT(S): RAYMOND JAMES FINANCIAL SERVICES, INC, BRET BARTKIEWICZ, ET AL

CASE #: 24-01120

The hearing was held on 08/21/2024, 08/23/2024, 09/03.2024 & 09/13.2024.
The follow individuals participated in the hearing: [list the attending individuals]

Chairperson: Steven R. Rolnick

Panelist: Peter Gillespie

Panelist: Mark Gurevitz

Claimant's Representative: Atty Elizabeth R. McKenna

All Respondents' Representative: Atty Michael Roche

FINRA Dispute Resolution Staff: Christal Dolly

At the hearing for permanent injunction, the following occurred:

1. Respondents Raymond James Financial Services, et al filed their answer to the statement of claim.
2. The parties accepted the panel's composition.
3. In determining the request for permanent injunction, the panel used the

following legal standard (Select one):

a. The law of state where events occurred.

4. On Claimants' request for permanent injunction, the panel rules as follows (circle and complete all selections that apply):

a. Granted (See attached Exhibit for terms of injunction)

C. The permanent injunction filed by Claimants shall become effective:

i. Immediately and will expire on April 25, 2025.

5. The parties are prohibited from seeking an extension of the court's order Yes or No

6. Other rulings: The parties shall confer and provide the panel with several dates for a prehearing conference to set hearing dates and other case related deadlines.

7. If the parties settle this matter with no further hearings:

a. The cost of this permanent injunction hearing and any other hearing, including initial prehearing conference or prehearing conference, will be borne as follows:

Claimants are assessed: 50%

Respondents are assessed 50%

Is this preliminary assessment joint and several? Yes

b. If this preliminary assessment is joint and several, state below the parties against whom it is made (circle all that applies):

ii. Claimants only

i. Respondents only

iii. Claimants and Respondents

This order will remain in effect unless amended by the arbitration panel. Dated: 10/16/24

Chairperson's Name and Signature

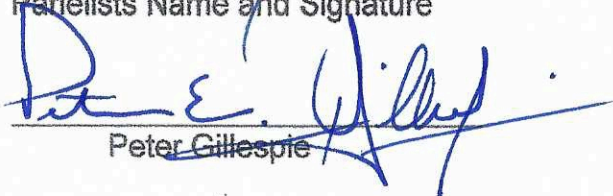

Steven R. Reinick

Panelists Name and Signature



Mark Gurevitz

Panelists Name and Signature



Peter Gillespie

FINRA rules⁴ provide that the parties shall jointly bear an arbitrator's reasonable travel-related costs and expenses for required travel to a hearing location other than the arbitrator's primary hearing location(s). The arbitrator may reallocate such costs and expenses among the parties in the award.

If a member firm fails to satisfy an invoice, FINRA Dispute Resolution will debit the member firm's CRD account.

1. Respondents Gregg Desmarais and Brett Bartkiewicz are restrained and enjoined from initiating any form of business contact with any clients, customers and/or accounts of Claimants which/whom they serviced and/or with which or whom they had contact during the course of their affiliation with Claimants, whether through employment or otherwise. This prohibition includes clients previously contacted by Respondents Desmarais and Bartkiewicz prior to the entry of the temporary restraining order, but shall not apply to any such client, customer or account of Claimants who or which had commenced an active relationship with Desmarais and/or Bartkiewicz prior to the date of this Order.

2. Respondents Desmarais and Bartkiewicz are further restrained and enjoined from sharing information regarding Covered Clients to enable anyone associated with and/or employed by Raymond James Financial Services, Inc. or Crescent Lake Capital, LLC to engage in any solicitation efforts otherwise prohibited by paragraph 1.

3. Respondents Raymond James Financial Services, Inc., and Crescent Lake Capital, LLC d/b/a Crescent Point Private Wealth, their employees and affiliates are restrained and enjoined from initiating any form of business contact with any clients, customers and accounts previously serviced and/or contacted by Respondent's Desmarais and/or Bartkiewicz during the course of their affiliation with Claimants, whether through employment or otherwise, but only to the extent that any such business contact results from information provided by Desmarais and/or Bartkiewicz, either directly or indirectly. Provided, however, that this restriction shall not apply to any such client, customer or account of Claimants who or which had commenced an active relationship with Raymond James Financial Services, Inc., and/or Crescent Lake Capital, LLC

d/b/a Crescent Point Private Wealth, Desmarais and/or Bartkiewicz prior to the date of this Order.

4. Nothing in paragraph 3 or elsewhere in this Order shall prevent any Respondent from accepting business from, conducting business with, or consulting with any client, customer or account previously serviced and/or contacted by Desmarais and/or Bartkiewicz during the course of their affiliation with Claimants, whether through employment or otherwise, provided that the business communication is initiated by the client without solicitation or prompting, either directly or indirectly, by Respondents Desmarais or Bartkiewicz or is based upon normal business activity unrelated to any information supplied by Desmarais or Bartkiewicz as prohibited by paragraph 3, above.

5. Nothing in this Order shall apply to any meeting with a Covered contact by an individual Respondent in a social situation or at an investment seminar or similar event at which the individual Respondents speak, provided that any individual solicitation to attend the event is not based on any information provided by Desmarais or Bartkiewicz, as prohibited by paragraph 3, above.

This order shall expire on April 25, 2025.