

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

DENISE A. BADGEROW

CIVIL ACTION

VERSUS

NO: 17-9492

REJ PROPERTIES, INC., ET AL.

SECTION: "A" (2)

**ORDER AND REASONS**

The following motion is before the Court: **Motion to Confirm Arbitration Award (Rec. Doc. 99)** filed by Defendant REJ Properties, Inc. d/b/a Walters, Meyer, Trosclair & Associates (“WMT”). Plaintiff, Denise Badgerow, has filed an opposition to the motion. Defendant Ameriprise Financial Services, Inc. has responded to the motion. (Rec. Doc. 100). The motion, noticed for submission on March 6, 2019, is before the Court on the briefs without oral argument.

The Court stayed this matter on January 10, 2018, in light of the arbitration agreement(s) that Badgerow had executed with defendant Ameriprise Financial Services, Inc. (Rec. Doc. 47, Order and Reasons). Although the case was also stayed against defendant WMT, the Court explained at length why defendant WMT was not entitled to compel Badgerow to arbitrate her claims against that entity. Simply, WMT could produce no contract in which Badgerow had agreed to arbitrate her claims against WMT, and none of the “privity” or “beneficiary” doctrines that might otherwise allow a non-party to an arbitration agreement to compel arbitration applied in this case. (*Id.*).

On December 28, 2018, the FINRA arbitrators issued their award which

dismissed all of Badgerow's claims against Ameriprise, Thomas Meyer, Ray Trosclair, and Gregory Walters with prejudice. The later three individuals are principals of WMT and are not parties to this litigation.<sup>1</sup>

The Court expected Ameriprise to file a motion to confirm the arbitration award and seek dismissal with prejudice of all claims asserted against Ameriprise in this matter.<sup>2</sup> But WMT, whom the Court has already determined to have no rights with respect to the Ameriprise/Badgerow arbitration agreement(s), has filed the instant motion, and Ameriprise has filed a "response in support." (Rec. Doc. 100).

That the arbitration award in favor of Ameriprise will be confirmed and all claims against that defendant dismissed with prejudice is without question. But Ameriprise must move for that relief because the Court can discern no legal basis upon which WMT, a non-party to the arbitration, has standing to do it. Moreover, the Court is at a loss to understand what legitimate interest WMT has in having the award confirmed.<sup>3</sup>

Accordingly;

**IT IS ORDERED** that the **Motion to Confirm Arbitration Award (Rec.**

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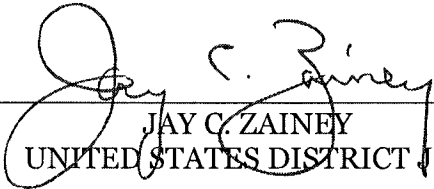
<sup>1</sup> The Court notes, however, that Badgerow has pending before the magistrate judge a motion to join Meyer, Trosclair, and Walters as defendants. (Rec. Doc. 68).

<sup>2</sup> In its order compelling arbitration, the Court did not dismiss the claims against Ameriprise pending arbitration but rather stayed them pending arbitration. (Rec. Doc. 47).

<sup>3</sup> The principals' interest (Meyer, Trosclair, and Walters) is easier to understand because they hope to prevail under res judicata to resist being joined as defendants in this case. If the principals seek a final judgment in their favor for purposes of res judicata, then they must petition a court for that relief or intervene in this matter for that purpose. The Court cannot issue a final judgment in favor of individuals who are not before the Court. It is far from certain that an order confirming the arbitration award at Ameriprise's request (once the motion to confirm is re-urged) will automatically confer res judicata protection to the principals.

**Doc. 99)** filed by Defendant REJ Properties, Inc. d/b/a Walters, Meyer, Trosclair & Associates (“WMT”) is **DENIED** as explained above.

March 13, 2019

  
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JAY C. ZAINERY  
UNITED STATES DISTRICT JUDGE