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September 14, 2018

VIA E-MAIL: pubcom@finra.com

Ms. Jennifer Piorko Mitchell
Office of the Corporate Secretary FINRA
1735 K Street, NW
Washington, DC 20006-1506

Re: Comments Sought in Proposed Amendment to the Discovery Guide, Regulatory Notice 18-22

Dear Ms. Mitchell:

I write in response to the request for proposed amendments to the FINRA Discovery Guide to require production of insurance information arbitration. This proposal is long overdue and is merely consistent with the substantive procedure requirements of numerous states in the United States, as well as Federal Law. For example, in New York State, CPLR § 3101(f) which states as follows:

New York State Law

Contents of insurance agreement. A party may obtain discovery of the existence and contents of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or so to indemnify or reimburse for payments made to satisfy the judgment. Information concerning the insurance agreement is not by reason of disclosure admissible in evidence at trial. For purposes of this subdivision, an application for insurance shall not be treated as part of an insurance agreement.

The Federal Rule of Civil Procedure

Additionally, Rule 26 of the Federal Rules of Civil Procedure, entitled Duty to Disclose; General Provisions Governing Discovery under Subdivision (a) Required Disclosures (1)(A)(iv) as follows:

In general. Except as exempted by Rule 26(a)(1)(B) or as otherwise stipulated ordered by the Court, a party must, without awaiting a discovery request, provide to the other parties: (iv) for inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy

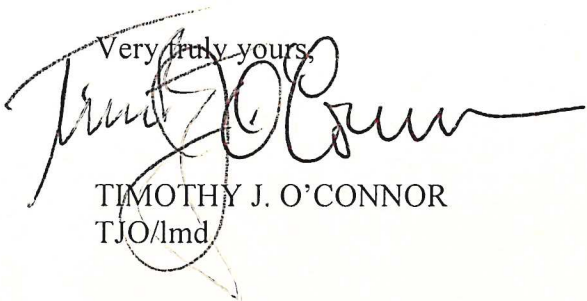
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all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

In furtherance of the above, it is submitted that the proposal to require the production of insurance policies in FINRA arbitration claims will properly serve to place FINRA Office of Dispute Resolution proceedings on the same playing field as State and Federal Court. This is a change which is sorely overdue and will serve to advance the guiding principal announced in the FINRA Arbitrators Manual – Equity.

Thanking you for the opportunity to share my thoughts and inviting any questions you might have, I am,

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy J. O'Connor", written over the typed name and initials below. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

TIMOTHY J. O'CONNOR
TJO/lmd