

AWARD
NASD Dispute Resolution

In the Matter of the Arbitration Between

Name of Claimant

Louis Nolan Miller

and

Case Number: 02-02830
Hearing Site: Houston, Texas

Name of Respondent

Tim Satre

NATURE OF DISPUTE

Associated Person v. Associated Person

REPRESENTATION OF PARTIES

Louis Nolan Miller ("**Claimant**") was represented by Bruce Gregory, Esq., and Harry Wright, Esq., The Law Office of Bruce Gregory, P.C., Port Neches, Texas.

Tim Satre ("**Respondent**") was represented by Ann Ryan Robertson, Esq., The Ballard Law Firm, Houston, Texas.

CASE INFORMATION

The Amended Statement of Claim was filed on or about March 10, 2005. The Submission Agreement of Claimant, Louis Nolan Miller, was signed on or about September 20, 2005.

The First Amended Statement of Answer was filed by Respondent, Tim Satre, on or about December 15, 2005. The Submission Agreement of Respondent, Tim Satre, was signed on or about November 22, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: failure to pay commissions as pursuant to the employment agreement, breach of contract and violation of the Texas Sales Representative Act. The causes of action related to the recovery of commissions due under contract between Claimant Miller and Respondent Satre.

Unless specifically admitted in his Answer, Respondent Satre denied the allegations made in the Statement of Claim and asserted affirmative defenses including the following: the

Amended Statement of Claim failed to state a claim upon which relief can be granted; Claimant has, by his conduct, waived any claims the night have had against Respondent that may be alleged in the Amended Claim; Claimant ratified, approved, accepted, acquiesced and confirmed in all respects the acts complained of in the Amended Claim; Claimant's claim is barred by the statute of frauds; Respondent denies that any agreement to pay commissions at the rate of 90% was ever made, but if such agreement is found to exist, Claimant breached the agreement; no enforceable contract exists because there was no meeting of the minds on essential terms; Claimant's claims are barred by collateral estoppel and/or res judicata; Claimant is estopped from recovering in this action because he was aware of the terms of his compensation, accepted those terms, and continued his relationship with Respondent under those terms; any injury, loss or damage to Claimant was the result of his own conduct and therefore may not be awarded against Respondent; and Claimant failed to mitigate his damages.

RELIEF REQUESTED

Claimant requested an award in the amount of:

Actual/Compensatory Damages	\$14,209.67
Treble Damages	\$42,625.98
Attorneys' Fees	Unspecified
Other Costs	Unspecified
Other Monetary Relief	Unspecified

Respondent requested that the claims asserted against him be denied in their entirety and that he be awarded his costs and attorneys' fees.

OTHER ISSUES CONSIDERED & DECIDED

On or about May 16, 2002, Claimant filed his Statement of Claim with NASD. On or about July 17, 2002, Respondents, Raymond James Financial Services, Inc. and Tim Satre, filed a Statement of Answer. On or about August 2, 2002, Claimant dismissed his claims against Respondent Raymond James. On or about October 7, 2002, a single arbitrator made a decision on written submission and issued an Award dismissing Claimant's claims.

Claimant initially filed a complaint in federal court seeking to have the award vacated, however the federal court dismissed Claimant's complaint for lack of jurisdiction. In February 2004, Claimant filed suit in the County Court at Law, Jefferson County, Texas to have the award vacated. Claimant filed a Motion for Summary Judgment and Respondent filed a Motion for Summary Judgment and a Second Motion for Summary Judgment as to Statute of Limitations.

On or about December 6, 2004, the court issued an Order granting Claimant, Nolan Miller's, Motion for Summary Judgment and denying Respondent, Tim Satre's, Motion for Summary Judgment and Second Motion for Summary Judgment as to Statute of Limitation. In addition, court remanded this matter back to arbitration.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered. In either case, the parties have agreed to receive conformed copies of the award while the original(s) remain on file with NASD Dispute Resolution ("NASD").

AWARD

After considering the pleadings, the testimony, and the evidence presented at the hearing, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

- 1.) Respondent, Tim Satre, is liable for and shall pay to Claimant, Louis Nolan Miller, the sum of \$10,166.24 in compensatory damages;
- 2.) Respondent, Tim Satre, is liable for and shall pay to Claimant, Louis Nolan Miller, the sum of \$17,501.46 in attorneys' fees pursuant to Texas Civil Practice and Remedies Code § 38.001;
- 3.) Other than Forum Fees which are specified below, the parties shall each bear their own costs and expenses incurred in this matter; and
- 4.) That any relief not specifically enumerated, including treble damages, is hereby denied with prejudice.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain the non-refundable filing fee for each claim:

Initial claim filing fee = \$ 225.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter, the member firm is Raymond James Financial Services, Inc.

Member surcharge	= \$ 1,100.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 1,700.00

Forum Fees and Assessments

The Arbitration Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with Panel x \$750.00	= \$ 750.00
Pre-hearing conference: February 27, 2006	1 session
Two (2) Hearing sessions x \$750.00	= \$ 1,500.00
Hearing Date: June 13, 2006	2 sessions
Total Forum Fees	= \$ 2,250.00

The Arbitration Panel has assessed \$1,125.00 of the forum fees to Louis Nolan Miller.

The Arbitration Panel has assessed \$1,125.00 of the forum fees to Tim Satre.

Fee Summary

Claimant, Louis Nolan Miller, is liable for:

Initial Filing Fee	= \$ 225.00
Forum Fees	= \$ 1,125.00
Total Fees	= \$ 1,350.00
Less payments	= \$ 975.00
Balance Due NASD Dispute Resolution	= \$ 375.00

Respondent, Tim Satre, is liable for:

Forum Fees	= \$ 1,125.00
Total Fees	= \$ 1,125.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 1,125.00

Raymond James Financial Services, Inc., is liable for:

<u>Member Fees</u>	= \$ 3,550.00
<u>Total Fees</u>	= \$ 3,550.00
<u>Less payments</u>	= \$ 2,525.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 1,025.00

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Bertrand C. Moser, Esq. - Public Arbitrator, Presiding Chair
Oren L. Connaway, J.D. - Public Arbitrator
John F. Hinrichs - Non-Public Arbitrator

Concurring Arbitrators:

/s/ Bertrand C. Moser, Esq.
Bertrand C. Moser, Esq.
Public Arbitrator, Presiding Chair

June 14, 2006
Signature Date

/s/ Oren L. Connaway, J.D.
Oren L. Connaway, J.D.
Public Arbitrator

June 15, 2006
Signature Date

/s/ John F. Hinrichs
John F. Hinrichs
Non-Public Arbitrator

June 14, 2006
Signature Date

June 15, 2006
Date of Service (For NASD office use only)

Raymond James Financial Services, Inc., is liable for:

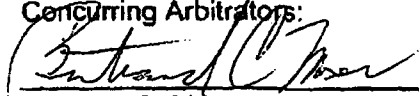
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Bertrand C. Moser, Esq.
Public Arbitrator, Presiding Chair



Oren L. Connaway, J.D.
Public Arbitrator

Signature Date

6/15/06

Signature Date

John F. Hinrichs
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

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John F. Hinrichs - Non-Public Arbitrator

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Bertrand C. Moser, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Oren L. Connaway, J.D.
Public Arbitrator

Signature Date

John F. Hinrichs
John F. Hinrichs
Non-Public Arbitrator

06-14-06
Signature Date

Date of Service (For NASD office use only)

NASD DISPUTE RESOLUTION AWARD
NASD DISPUTE RESOLUTION

CASE: 02-02830

Louis Nolan Miller, claimant vs. Tim C. Satre and Raymond James Financial Services, Inc., respondents.

ATTORNEYS:

For Claimant appeared Harry P. Wright, Esq., Port Neches, TX.

For Respondent Tim C. Satre appeared Walter L. Baumgardner, Esq., St. Clair Shores, Michigan.

For Respondent Raymond James Financial Services, Inc., appeared in-house counsel, John M. Norton II, Esq., St. Petersburg, FL.

DATE FILED: May 16, 2002

CASE SUMMARY: Claimant alleged that respondents failed to pay commissions owed under the terms of the employment agreement.

Claim Data

Claim: \$14,164.67
Punitive: \$3,541.17
Interest: \$523.44
Attorney Fees: \$5,901.50
Filing Fees: Unspecified
Other: Unspecified

Award Data

Award: \$.00
Punitive: \$.00
Interest: \$.00
Attorney Fees: \$.00
Filing Fees: \$.00
Other: \$.00

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) The claims of claimant against respondent Tim C. Satre are dismissed in their entirety. 2) All requests for interest are denied. 3) All requests for attorney fees are denied. 4) All requests for punitive damages are denied. 5) All other relief requests are denied. 6) The \$425.00 filing fee previously deposited with NASD Dispute Resolution by the claimant, shall be retained by NASD Dispute Resolution.

OTHER FEES: Pursuant to Rule 10333 of the Code, respondent, Raymond James Financial Services, Inc., has paid to NASD Dispute Resolution the \$425.00 Member Surcharge previously invoiced.

OTHER ISSUES: Claimant settled with respondent Raymond James Financial Services prior to the arbitrator being appointed in this matter.


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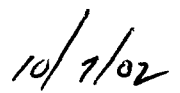
Timothy L. Andrews

Sole Non-Public Arbitrator

AFFIRMATION

I, Timothy L. Andrews, do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.


Timothy L. Andrews


Signature Date

October 17, 2002
Date of Service (For NASD-DR office use only)