

**Award**  
**NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Name of the Claimant

Raymond James & Associates, Inc.

Case Number: 03-05429

Name of the Respondent

Peter Wallace

Hearing Site: Boca Raton, Florida

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Nature of the Dispute: Member vs. Associated Person.

**REPRESENTATION OF PARTIES**

For Raymond James & Associates, Inc. ("RJA"), hereinafter referred to as "Claimant": Leslie A. Reese, Esq., Assistant Vice President/Assistant Corporate Counsel, Raymond James & Associates, Inc., St. Petersburg, Florida.

Respondent Peter Wallace ("Wallace") appeared pro se.

**CASE INFORMATION**

Statement of Claim filed on or about: July 17, 2003.

Claimant signed the Uniform Submission Agreement: August 8, 2003.

Statement of Answer filed by Respondent on or about: October 14, 2003.

Respondent signed the Uniform Submission Agreement: October 1, 2003.

**CASE SUMMARY**

Claimant asserted the following: Respondent breached the terms of a Promissory Note which memorialized a loan made by Claimant to Respondent. The loan was made by Claimant to Respondent in connection with Respondent's employment with Claimant.

Unless specifically admitted in his Answer, Respondent denied the allegations made in the Statement of Claim and asserted various defenses.

**RELIEF REQUESTED**

Claimant requested compensatory damages of \$28,367.36, plus interest at a rate of ten percent (10%) from June 19, 2003, attorney's fees, the costs of this proceeding and such other relief as is deemed just and proper.

Respondent requested that all claims against him be dismissed, and such other and further relief as is deemed just and proper.

### **OTHER ISSUES CONSIDERED AND DECIDED**

The parties have agreed that the Award in this matter may be executed in counterpart copies.

### **AWARD**

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions (if any), the undersigned arbitrators (the "Panel") have decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent Wallace is liable on the claim of breach of promissory note and shall pay to Claimant the sum of \$10,500.00 in compensatory damages, plus simple interest at the rate of ten percent (10%) per annum from May 15, 2004 until the award is paid in full.
2. Respondent Wallace is liable and shall pay to Claimant attorney's fees in the sum of \$6,380.00. Attorney's fees are awarded pursuant to the Promissory Note.
3. Any and all claims for relief not specifically addressed herein are denied.

### **FEES**

Pursuant to the NASD Code of Arbitration Procedure (the "Code"), the following fees are assessed:

#### **Filing Fees**

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$1,000.00
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#### **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. Accordingly, RJA is a member firm and a party.

Member surcharge	= \$ 600.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$1,000.00

#### **Adjournment Fees**

No adjournments were granted during these proceedings for which fees were assessed.

#### **Injunctive Relief Fees**

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise

directed by the panel.

No injunctive relief fees were incurred during these proceedings.

**Forum Fees and Assessments**

The Panel has assessed forum fees for each session conducted. A 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 a single arbitrator @ \$450.00 = \$ 450.00  
Pre-hearing conference: March 15, 2004 1 session

One (1) Pre-hearing session with the Panel @ \$600.00 = \$ 600.00  
Pre-hearing conference: January 6, 2004 1 session

One (1) Hearing session @ \$600.00 = \$ 600.00  
Hearing Date: April 6, 2004 1 session  

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Total Forum Fees = \$1,650.00

The Panel has assessed the total forum fees of \$1,650.00 to Respondent.

**Administrative Costs**

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative fees were incurred during these proceedings.

**Fee Summary**

Claimant is solely liable for:

Initial Filing Fee	= \$1,000.00
<u>Member Fees</u>	= \$2,350.00
Total Fees	= \$3,350.00
<u>Less payments</u>	= \$3,350.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent is solely liable for:

<u>Forum Fees</u>	= \$1,650.00
Total Fees	= \$1,650.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$1,650.00

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to

Rule 10330(g) of the Code.

## ARBITRATION PANEL

*Allen J. Lefton* - *Non-Public Arbitrator, Presiding Chairperson*  
*Mark I. Scheinbaum* - *Non-Public Arbitrator*  
*Harry Dressler* - *Non-Public Arbitrator*

### Concurring Arbitrators' Signatures

/s/  
Allen J. Lefton  
Non-Public Arbitrator, Presiding Chairperson

Signature Date

/s/  
Mark I. Scheinbaum  
Non-Public Arbitrator

Signature Date

/s/  
Harry Dressler  
Non-Public Arbitrator

Signature Date

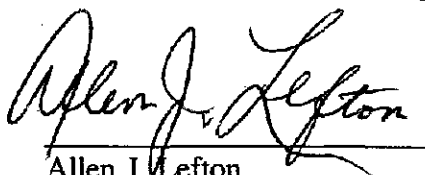
April 12, 2004  
Date of Service (For NASD Dispute Resolution office use only)

Rule 10330(g) of the Code.

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Harry Dressler	-	Non-Public Arbitrator

**Concurring Arbitrators' Signatures**



Allen J. Lefton  
Non-Public Arbitrator, Presiding Chairperson

4/9/04  
Signature Date

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Mark I. Scheinbaum  
Non-Public Arbitrator

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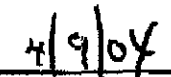
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