

**Stipulated Award  
NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Name of the Claimant:  
Pan-American Financial Advisers, Inc.

Case Number: No. 03-06225  
(Master Case)

Name of the Respondent:  
Dale A. Pope

Hearing Site: Philadelphia, Pennsylvania

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In the Matter of the Arbitration Between:

Name of the Claimant:  
Dale A. Pope

Case Numbers: No. 03-06656  
(Subordinate Case)

Names of the Respondents:  
Pan-American Financial Advisers, Inc.  
William T. Steen

Hearing Site: Philadelphia, Pennsylvania

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Nature of the Dispute: Member vs. Associated Person (Master Case)  
Associated Person vs. Member and Associated Person (Subordinate Case)

**REPRESENTATION OF PARTIES**

Pan-American Financial Advisers, Inc. ("Pan-American") and William T. Steen ("Steen"), were represented by Daniel LaGrone, Esq., Pan-American Financial Advisers, Inc., New Orleans, Louisiana.

Dale A. Pope, ("Pope") was represented by David M. Burkholder, Esq., Stradley, Ronon, Stevens & Young, LLP, Philadelphia, Pennsylvania.

**CASE INFORMATION**

Master Case 03-6225:

Statement of Claim filed by Pan-American on August 28, 2003.

A representative of Pan-American signed the Uniform Submission Agreement on August 27, 2003.

Statement of Answer and Motion to Consolidate filed by Pope on October 24, 2003.

Pope signed the Uniform Submission Agreement on September 9, 2003.

Subordinate Case 03-6656:

Statement of Claim filed by Pope on September 9, 2003.

Pope signed the Uniform Submission Agreement on September 5, 2003.

Amended Statement of Claim filed by Pope on October 24, 2003.

Statement of Answer filed by Pan-American and Steen on November 11, 2003.

William T. Steen signed the Uniform Submission Agreement November 11, 2003.

A representative of Pan-American signed the Uniform Submission Agreement on November 11, 2003.

**CASE SUMMARY**

Master Case 03-6225:

Pan-American asserted the following causes of action, among others: nullification of future deferred payments under stock purchase agreement and partial return by Pope of consideration paid; partial return of purchase price for failure to generate fixed life insurance revenue; and, recovery of conversion.

Unless specifically admitted in his answer, Pope denied the allegations made in the Statement of Claim and asserted the following defenses: Pan-American has not sustained any compensable loss; estoppel; equitable doctrine of laches; ratification; failure to mitigate; failure to timely object; Pan-American failed to fulfill its contractual obligations; and, Pan-American's claims are barred by the statute of limitations.

Subordinate Case 03-6656:

Pope asserted the following causes of action, among others: Pan-American and Steen breached the Stock Purchase Agreement; violation of Personal Service Contract; violation of Confidentiality Agreement; and the agreement to reimburse Pope for AMEX expenses; violations of the Pennsylvania Wage Payment and Collection Law; breach of good faith; promissory estoppel; detrimental reliance; wrongful termination; and, intentional or negligent infliction of emotional distress.

Unless specifically admitted in their Answer, Pan-American and Steen denied the allegations made in the Statement of Claim and asserted the following defenses: Pope's claims rely upon negotiations rather than the agreement; failure to mitigate damages; estoppel; abandonment; equitable doctrine of laches; and, Pope has no privity of contract with Steen.

**RELIEF REQUESTED**

Master Case 03-6225:

Pan-American sought an award of the partial return of payments made to Pope under the stock purchase agreement and certain damages in excess of \$179,991, plus costs and attorneys' fees.

Subordinate Case 03-6656:

Pope requested the following damages:

Compensatory Damages	\$1,587,430.84
Punitive Damages	amount unspecified
Attorney's Fees	amount unspecified
Costs	amount unspecified
Other Monetary Relief	amount unspecified

**OTHER ISSUES CONSIDERED AND DECIDED**

On December 11, 2003 the parties agreed to the consolidation of both cases and it was approved by the Mid-Atlantic Regional Director of NASD.

On February 2, 2004, the parties agreed to settle this dispute for undisclosed terms. Therefore, the parties submit this Stipulated Award to the Arbitrator for his consideration and request that it be entered.

**AWARD**

Pursuant to the above, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. The parties have amicably resolved their differences and have requested this Stipulated Award;
2. Pan-American dismisses, with prejudice, all claims asserted against Dale A. Pope;
3. Pope dismisses, with prejudice, all claims asserted against Pan-American Financial Advisers, Inc. and William T. Steen;
4. The Arbitrator recommends the expungement of the language "failure to fulfill contractual obligations" as explanation for the Reason for Termination on the Form U-5, section 3 from Dale A. Pope's registration records maintained by NASD Central Registration Depository based on the defamatory nature of the information. The Arbitrator recommends inserting "expense reduction" as the explanation for the Reason for Termination.

**FEEES**

Pursuant to the Code of Arbitration Procedure, 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:

Master Case 03-6225: = \$1,000.00

Subordinate Case 03-6656: = \$ 500.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firms that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Pan-American is a party and the following fees are assessed:

Master Case 03-6225:

Member surcharge = \$1,700.00

Pre-hearing process fee = \$ 750.00

Total Member Fees = \$2,450.00

Subordinate Case 03-6656:

Member surcharge = \$2,800.00

Total Member Fees = \$2,800.00

FEE SUMMARY

Master Case 03-6225:

Pan-American is assessed and shall pay the following fees:

Initial Filing Fees = \$1,000.00

Member Fees = \$2,450.00

Total Fees = \$3,450.00

Less Payments = \$3,875.00

Refund owed to Pan-American = \$ 425.00

Subordinate Case 03-6656:

1. Pope is assessed and shall pay the following fees:

Initial Filing Fees = \$ 500.00

Total Fees = \$ 500.00

Less Payments = \$1,700.00

Balance owed to Pope = \$1,200.00

2. Pan-American is assessed and shall pay the following fees:

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<u>Member Fees</u>	= \$2,800.00
<u>Total Fees</u>	= \$2,800.00
<u>Less Payments</u>	= \$2,800.00
Balance Due NASD Resolution, Inc.	= \$ 0.00

**SOLE ARBITRATOR**

Henry H. Reichner, Jr.

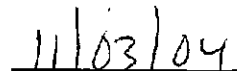
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Public Arbitrator, Sole Arbitrator

**Arbitrator's Signature**



Henry H. Reichner, Jr.  
Sole Arbitrator

  
Date of Signature