

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

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In the Matter of the Arbitration Between:

Mark R. Loader (Claimant) v. Chase Investment Services Corp. and Gregg Lazarescu  
(Respondents)

Case Number: 04-01601

Hearing Site: New York, New York

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Nature of the Dispute: Customer v. Member and Associated Person.

**REPRESENTATION OF PARTIES**

Claimant Mark R. Loader ("Loader") hereinafter referred to as "Claimant": Charles A. Bennett, Esq., New York, NY.

Respondents Chase Investment Services Corp. ("CISC") and Gregg Lazarescu ("Lazarescu") hereinafter collectively referred to as "Respondents": Matthew C. Plant, Esq., Bressler, Amery & Ross, P.C., New York, NY.

**CASE INFORMATION**

Statement of Claim filed on or about: March 9, 2004.

Claimant signed the Uniform Submission Agreement: March 8, 2004.

Joint Statement of Answer filed by Respondents on or about: May 21, 2004.

Respondent CISC signed the Uniform Submission Agreement: August 3, 2004.

Respondent Lazarescu signed the Uniform Submission Agreement: June 10, 2004.

**CASE SUMMARY**

Claimant asserted the following causes of action: breach of fiduciary duty; breach of duty of fair dealing; breach of contract; suitability; violation of NASD Conduct Rules; violation of federal and state securities laws; fraudulent misrepresentation; common law fraud; violation of General Business Law Section 349; and failure to supervise and respondeat superior. The causes of action relate to various mutual funds.

Unless specifically admitted in their Answer, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various affirmative defenses.

**RELIEF REQUESTED**

Claimant requested compensatory damages in the amount of \$25,000.00; return on his portfolio

in accordance with the Well Managed Account Theory; statutory pre- and post-judgment interest; punitive damages in the amount of \$8,333.00; attorneys' fees; and other costs.

Respondents requested that Claimant's Statement of Claim be dismissed and that the Arbitrators award other further relief as they deem just and proper.

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

On or about March 7, 2005, Claimant notified NASD Dispute Resolution that the parties settled this matter. By letter dated April 6, 2005, Respondents requested a Stipulated Award.

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

### **AWARD**

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Claimant's claims are dismissed in their entirety.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Gregg Lazarescu's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Gregg Lazarescu must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
3. Any and all relief not specifically addressed herein, including punitive damages, is denied.

### **FEES**

Pursuant to 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	= \$175.00
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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. In this matter, Chase Investment Services Corp. is a party.

Member Surcharge	= \$ 875.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$1,000.00
Total Member Fees	= \$2,625.00

### **Adjournment Fees**

The following adjournment fees are assessed:

January 26-27, 2005, adjournment requested by Respondents	= \$ 600.00
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### **Forum Fees and Assessments**

The 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. Forum fees associated with these proceedings are:

One (1) Pre-hearing conference session with a single arbitrator @ \$450.00/session = \$ 450.00  
Pre-hearing conferences: September 13, 2004 1 session

Two (2) Pre-hearing conference sessions with the Panel @ \$600.00/session = \$1,200.00  
Pre-hearing conferences: August 16, 2004 1 session  
January 7, 2005 1 session

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Total Forum Fees = \$1,650.00

1. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Claimant has been assessed \$350.00 of the forum fees, or one-third of the forum fees for the pre-hearing conferences held on September 13, 2004 and August 16, 2004.
2. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent CISC has been assessed \$350.00 of the forum fees or one-third of the forum fees for the pre-hearing conferences held on September 13, 2004 and August 16, 2004.
3. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent Lazarescu has been assessed \$350.00 of the forum fees or one-third of the forum fees for the pre-hearing conferences held on September 13, 2004 and August 16, 2004.
4. In accordance with the parties' agreement, the \$600.00 forum fees for the January 7, 2005 pre-hearing conference, are assessed jointly and severally against Respondents.

**Fee Summary**

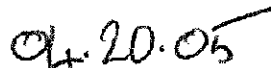
1. Claimant is solely liable for:	
Initial Filing Fee	= \$ 175.00
Forum Fees	= \$ 350.00
Total Fees	= \$ 525.00
<u>Less payments</u>	= \$ 775.00
Refund Due Claimant	= \$ 250.00
2. Respondent CISC is solely liable for:	
Member Fees	= \$2,625.00
Forum Fees	= \$ 350.00
Total Fees	= \$2,975.00
<u>Less payments</u>	= \$2,625.00
Balance Due NASD Dispute Resolution	= \$ 350.00
3. Respondent Lazarescu is solely liable for:	
Forum Fees	= \$ 350.00
Total Fees	= \$ 350.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 350.00
4. Respondents are jointly and severally liable for:	
Adjournment Fee	= \$ 600.00
Forum Fees	= \$ 600.00
Total Fees	= \$1,200.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$1,200.00

All balances are due and payable to NASD Dispute Resolution

**Parties' Signatures**



Mark R. Loader  
Claimant



Signature Date

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Chase Investment Services Corp.  
Respondent

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Signature Date

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Gregg Lazarescu  
Respondent

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Signature Date

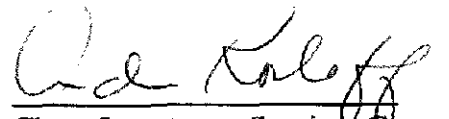
**Parties' Signatures**

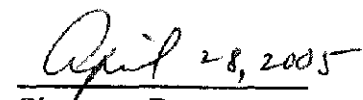
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Mark R. Loader  
Claimant

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Signature Date

  
Chase Investment Services Corp.  
Respondent *Counsel*

  
Signature Date

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Gregg Lazarescu  
Respondent

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Signature Date

**Parties' Signatures**

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Mark R. Loader  
Claimant

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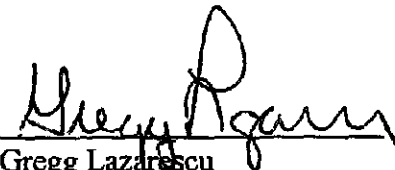
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Chase Investment Services Corp.  
Respondent

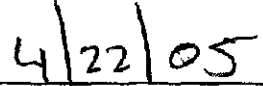
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Signature Date



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Gregg Lazarescu  
Respondent



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Signature Date

**ARBITRATION PANEL**

Harry Reicher, Esq.	-	Public Arbitrator, Presiding Chair
Edward W. Morris, Jr.	-	Public Arbitrator
Neil G. Gargiulo	-	Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument is which is my award.

  
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Harry Reicher, Esq.  
Public Arbitrator, Presiding Chair

May 24 05  
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Signature Date

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Edward W. Morris, Jr.  
Public Arbitrator

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Signature Date

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Neil G. Gargiulo  
Non-Public Arbitrator

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Signature Date

June 10, 2005  
\_\_\_\_\_  
Date of Service (For NASD office use only)



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Edward W. Morris, Jr.	-	Public Arbitrator
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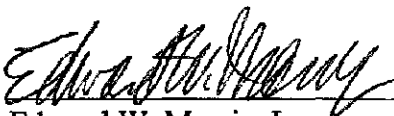
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Harry Reicher, Esq.  
Public Arbitrator, Presiding Chair

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Signature Date

  
Edward W. Morris, Jr.  
Public Arbitrator

5/29/05  
Signature Date

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Neil G. Gargiulo  
Non-Public Arbitrator

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Signature Date

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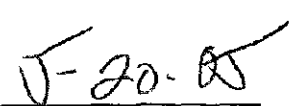
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Harry Reicher, Esq.  
Public Arbitrator, Presiding Chair

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Signature Date

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Edward W. Morris, Jr.  
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