
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants

John England, Jr.
Kathleen F. England

Case Number: 04-03834

Names of the Respondents

Stanley D. Romaine, III
Stanley Daniel Romaine, Jr.
Romaine Financial
American Skandia Marketing, Inc.
Common Wealth Financial Network

Hearing Site: Tampa, Florida

Nature of the Dispute: Customer vs. Member, Non-Member and Associated Person.

REPRESENTATION OF PARTIES

For John England, Jr. and Kathleen F. England, hereinafter collectively referred to as "Claimants": Debra G. Speyer, Esq., Law Offices of Debra G. Speyer, Bala Cynwyd, Pennsylvania and David S. Ennis, Esq., Ennis and Ennis, P.A., Fort Lauderdale, Florida.

For Respondents Stanley D. Romaine, III ("SDR"), Stanley Daniel Romaine, Jr. ("SDRJ"), Romaine Financial ("RF"), and Common Wealth Financial Network ("CWFN"): Katherine B. Harrison, Esq., Paduano & Weintraub LLP, New York, New York.

For Respondent American Skandia Marketing, Inc. ("ASMI"), William Zeena, Jr., Esq. and Alan M. Herman, Esq., Wilson, Elser, Moskowitz, Edelman & Dicker, LLP.

CASE INFORMATION

Statement of Claim filed on or about: May 11, 2004.

Claimants signed the Uniform Submission Agreement: April 10, 2004.

Respondents SDR, SDRJR, RF and CWFN signed Uniform Submission Agreements: October 4, 2004.

Statement of Answer filed by Respondents SDR, SDRJR, RF and CWFN on or about: October 7, 2004.

Motion to Dismiss filed by Respondents SDR, SDRJR, RF and CWFN on or about: October 7, 2004.

Motion to Dismiss or, in the Alternative Answer and Affirmative Defenses filed by Respondent ASMI on or about: October 18, 2004.

Arbitration Brief Regarding Inapplicability of Statutes of Limitation to Private Contractual Arbitration Proceedings filed by Claimants on or about: November 1, 2004.

Respondent ASMI did not file an executed Uniform Submission Agreement.

CASE SUMMARY

Claimants asserted the following causes of action: breach of fiduciary duty and breach of trust; failure to supervise; negligence; unsuitability; misrepresentation and omission of material facts; breach of contract; and, violations of Sections 517.301 and 517.211 of the Florida Statutes. The causes of action relate to Claimants' investments in private placements and variable annuities.

Unless specifically admitted in their Answer, Respondents SDR, SDRJR, RF and CWFN denied the allegations made in the Statement of Claim and asserted various affirmative defenses. In addition, said Respondents asserted a motion to dismiss on the basis that specific claims are time-barred.

Unless specifically admitted in its Answer, Respondent ASMI denied the allegations made in the Statement of Claim, asserted various affirmative defenses and asserted a motion to dismiss on the basis that Claimants have not, and cannot, factually or legally, state a cause of action against it, for which relief may be granted.

In response to Respondents SDR, SDRJR, RF and CWFN's motion to dismiss, Claimants denied the assertions therein.

Claimants did not file a response to Respondent ASMI's motion to dismiss.

RELIEF REQUESTED

Claimants requested an unspecified amount of statutory rescission damages, exclusive of legal interest, compensatory damages in an amount in excess of \$410,000.00, plus interest, costs, attorney fees, an unspecified amount of punitive damages, and such other and further relief as the arbitration Panel deemed just and proper.

Respondents SDR, SDRJR, RF and CWFN requested that the Statement of Claim be dismissed in its entirety, an award of reasonable costs, including attorneys' fees, expungement of all references to this arbitration from the NASD Central Registration Depository ("CRD") records of Respondents SDR and SDRJR, and such other and further relief as the Panel deemed just and proper.

Respondent ASMI requested that the Panel enter an order dismissing all claims against it and awarding it costs and disbursements relating to this proceeding, including its reasonable attorneys' fees pursuant to Florida Statutes, § 57.105, together with such other and further relief as the Panel deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent ASMI did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code"), and having answered the claim, is bound by the determination of the Panel on all issues submitted.

Respondent RF is not a member of the NASD and did not execute a pre-dispute agreement to arbitrate but, having answered the claim and executed a Uniform Submission Agreement, is bound by the determination of the Panel on all issues submitted.

On or about January 23, 2005, Claimants withdrew their claims, with prejudice, as against Respondent ASMI.

Respondents SDR, SDRJR, RF and CWFN asserted a motion to dismiss Claimants' claims on the basis that specific claims are time-barred to which Claimants objected. On or about February 25, 2005, the Panel issued an Order which denied Respondents SDR, SDRJR, RF and CWFN's Motion to Dismiss, without prejudice.

On or about February 1, 2006, Claimants and Respondents SDR, SDRJR, RF and CWFN entered into a confidential settlement agreement and agreed to share forum fees 50% to Claimants, jointly and severally and 50% to Respondents SDR, SDRJR, RF and CWFN, jointly and severally.

On or about February 6, 2006, Claimants dismissed, with prejudice, all claims against Respondents SDR and SDRJR.

On or about February 6, 2006, Claimant notified NASD Dispute Resolution that the remaining parties, Claimants and Respondents RF and CWFN, had resolved their dispute and that a proposed Stipulated Award was forthcoming.

On or about March 1, 2006, the parties filed with NASD Dispute Resolution a proposed Stipulated Award for approval and execution by the Panel.

Subsequent to the settlement of this matter, an arbitrator withdrew from the Panel and the parties elected to proceed with the two undersigned arbitrators.

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

AWARD

After considering the pleadings and the parties' proposed Stipulated Award requesting expungement, the Panel decided in full and final resolution of the issues submitted for determination as follows:

Pursuant to Rule 2130, the Panel has made the following affirmative finding of fact: Claimants' claims, allegations or information set forth in the Statement of Claim as against Respondents Stanley Daniel Romaine, III and Stanley Daniel Romaine, Jr. are clearly erroneous.

Now in lieu of a hearing and upon motion of all parties for entry of an award and the written stipulation thereto, the Panel based upon its affirmative finding pursuant to Rule 2130, grants the motion and enters this award granting the following relief:

- (1) Claimants' claims as against Respondents SDR, SDRJR, RF, CWFN and ASMI are dismissed in their entirety, with prejudice.
- (2) All parties are to bear their own costs and fees.
- (3) The Panel recommends the expungement of all references to the above captioned arbitration from Respondents Stanley Daniel Romaine, III and Stanley Daniel Romaine, Jr.'s registration records maintained by the CRD, with the understanding that pursuant to NASD Notice to members 04-16, Respondents Stanley Daniel Romaine, III and Stanley Daniel Romaine, Jr. must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive. Unless specifically waived in writing by NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.
- (4) Any and all relief not specifically addressed herein, including Claimants' claims for relief pursuant to Section 517 of the Florida Statutes, request for punitive damages, and the parties' respective requests for attorneys' fees, are 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	= \$ 300.00
--------------------------	-------------

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Respondent CWFN is a party and a member firm.

Member surcharge	= \$ 1,700.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	= \$ 2,750.00
Total Member Fees	= \$ 5,200.00

Respondent ASMI was a party and is a member firm.

Member surcharge	= \$ 1,700.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	= \$ 2,750.00
Total Member Fees	= \$ 5,200.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournment fees incurred during these proceedings.

Three-Day Cancellation Fees

Three-day cancellation fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

There were no three-day cancellation fees assessed during these proceedings.

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.

There were no injunctive relief fees assessed 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 arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) Pre-hearing sessions with Panel @ \$1,125.00/session	= \$2,250.00
Pre-hearing conferences: January 6, 2005 1 session	
February 11, 2005 1 session	
<hr/>	
Total Forum Fees	= \$2,250.00

The Panel has assessed forum fees in the amount of \$1,125.00 to Claimants, jointly and severally.

The Panel has assessed forum fees in the amount of \$1,125.00 to Respondents SDR, SDRJR, RF and CWFN, jointly and severally.

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 are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$1,125.00
Total Fees	= \$1,425.00
Less payments	= \$1,425.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent CWFN is solely liable for:

Member Fees	= \$5,200.00
Total Fees	= \$5,200.00
Less payments	= \$5,200.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent ASMI is solely liable for:

<u>Member Fees</u>	= \$5,200.00
<u>Total Fees</u>	= \$5,200.00
<u>Less payments</u>	= \$5,200.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents SDR, SDRJR, RF and CWFN are jointly and severally liable for:

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

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

ARBITRATION PANEL

Alfred Brunette, Jr., C.P.A	-	Public Arbitrator
Dennis R. Sullivan	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

_____/s/_____
Alfred Brunette, Jr., C.P.A
Public Arbitrator

3/23/06
Signature Date

_____/s/_____
Dennis R. Sullivan
Non-Public Arbitrator

3/21/06
Signature Date

3/21/06
Date of Service (For NASD Dispute Resolution office use only)

Respondent ASMI is solely liable for:

<u>Member Fees</u>	= \$5,200.00
<u>Total Fees</u>	= \$5,200.00
<u>Less payments</u>	= \$5,200.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondents SDR, SDRJR, RF and CWFN are jointly and severally liable for:

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

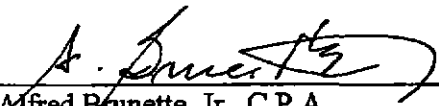
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Alfred Brunette, Jr., C.P.A. -
Dennis R. Sullivan -

Public Arbitrator
Non-Public Arbitrator

Concurring Arbitrators' Signatures



Alfred Brunette, Jr., C.P.A.
Public Arbitrator

3/23/06

Signature Date

Dennis R. Sullivan
Non-Public Arbitrator

Signature Date

Date of Service (For NASD Dispute Resolution office use only)

Respondent ASMI is solely liable for:

<u>Member Fees</u>	= \$5,200.00
Total Fees	= \$5,200.00
<u>Less payments</u>	= \$5,200.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents SDR, SDRJR, RF and CWFN are jointly and severally liable for:

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

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

ARBITRATION PANEL

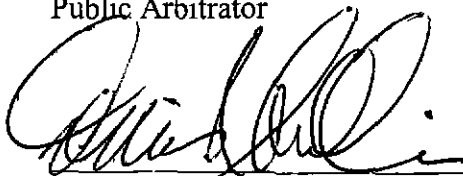
Alfred Brunette, Jr., C.P.A. -
Dennis R. Sullivan -

Public Arbitrator
Non-Public Arbitrator

Concurring Arbitrators' Signatures

Alfred Brunette, Jr., C.P.A.
Public Arbitrator

Signature Date



Dennis R. Sullivan
Non-Public Arbitrator

3-21-06

Signature Date

Date of Service (For NASD Dispute Resolution office use only)