

---

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

---

In the Matter of the Arbitration Between:

Name of the Claimant  
Raymond James & Associates, Inc.

Case Number: 05-00928

Name of the Respondent  
Francis Hartley-Edwards

Hearing Site: Tampa, Florida

---

Nature of the Dispute: Member vs. Associated Person.

**REPRESENTATION OF PARTIES**

For Raymond James & Associates, Inc., hereinafter referred to as "Claimant": Leslie Reese, Esq., Raymond James Financial Services, Inc., St. Petersburg, Florida.

Francis Hartley-Edwards ("Hartley-Edwards"), hereinafter referred to as "Respondent," appeared *pro se*.

**CASE INFORMATION**

Statement of Claim filed on or about: February 22, 2005.  
Claimant signed the Uniform Submission Agreement: February 22, 2005.  
Respondent did not submit an Answer to the Statement of Claim.  
Respondent did not submit an executed Uniform Submission Agreement.  
Motion to Change Venue from California to Florida filed by Claimant on or about: June 23, 2005.  
*Motion for Default filed by Claimant on or about: October 10, 2005.*  
Motion to Exclude Evidence filed by Claimant on or about: October 10, 2005.  
Renewed Motion for Default or Alternatively to Preclude an Answer, Affirmative Defenses or Counterclaim filed by Claimant on or about: May 11, 2006.  
Emergency Motion to Strike Respondent's Evidence and Motion for Default filed by Claimant on or about: May 19, 2006.

**CASE SUMMARY**

Claimant asserted a cause of action for breach of contract. The cause of action relates to an Advanced Compensation Agreement and a Promissory Note entered into by Claimant and Respondent.

### **RELIEF REQUESTED**

Claimant requested: 1) compensatory damages in the amount of \$300,000.00; 2) interest at a rate of 10% from January 18, 2005; 3) costs; 4) reasonable attorneys' fees; and 5) such further relief as the undersigned arbitrators (the "Panel") deemed just and proper.

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

Respondent Hartley-Edwards did not appear at the evidentiary hearing. Upon review of the file and the representations made by/on behalf of the Claimant, the Panel determined that Respondent Hartley-Edwards has been properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without said Respondent present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

Respondent Hartley-Edwards did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but is required to submit to arbitration pursuant to the Code and is bound by the determination of the Panel on all issues submitted.

On or about July 19, 2005, the Panel entered an order granting Claimant's unopposed Motion to Change Venue from California to Florida.

On or about October 14, 2005, the Panel entered an order denying Claimant's Motion for Default.

On or about November 21, 2005, the Panel entered an order denying Claimant's Motion to Exclude Evidence.

On or about June 2, 2006, the Panel entered an order denying Claimant's Motion for Default and reserved ruling on Claimant's Motion to Strike until the evidentiary hearing.

At the evidentiary hearing on or about June 7, 2006, Claimant withdrew its Renewed Motion for Default or Alternatively to Preclude an Answer, Affirmative Defenses or Counterclaim and its Motion to Strike.

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**

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

1. Respondent Hartley-Edwards is liable on the claim of breach of contract and shall pay to Claimant compensatory damages in the amount of \$300,000.00, plus pre-judgment interest, which shall accrue at the Florida statutory rate from January 19, 2005 until service of the Award.
2. Respondent Hartley-Edwards shall pay to Claimant attorneys' fee in the amount of \$7,907.99 pursuant to the parties' Advanced Compensation Agreement.
3. Respondent Hartley-Edwards shall pay to Claimant costs in the amount of \$8,555.52.
4. Any and all other claims for relief not specifically addressed herein 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	= \$1,000.00
--------------------------	--------------

#### **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, Claimant is a party and a member firm.

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

#### **Adjournment Fees**

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournment fees assessed during these proceedings.

#### **Three-Day Cancellation Fees**

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:

One (1) Pre-hearing session with a single arbitrator @ \$450.00/session= \$ 450.00

Pre-hearing conference: February 10, 2006 1 session

Three (3) Pre-hearing sessions with the Panel @ \$1,125.00/session = \$3,375.00

Pre-hearing conferences: October 3, 2005 1 session

April 18, 2006 1 session

June 2, 2006 1 session

One (1) Hearing session with Panel @ \$1,125.00/session = \$1,125.00

Hearing Date: June 7, 2006 1 session

---

Total Forum Fees = \$4,950.00

The Panel has assessed forum fees in the amount of \$3,600.00 to Claimant.

The Panel has assessed forum fees in the amount of \$1,350.00 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.

There were no administrative costs incurred during these proceedings.

### **Fee Summary**

Claimant is solely liable for:

Initial Filing Fee = \$1,000.00

Member Fees = \$5,200.00

Forum Fee = \$3,600.00

---

Total Fees	= \$9,800.00
<u>Less payments</u>	<u>= \$7,325.00</u>
Balance Due NASD Dispute Resolution	= \$2,475.00

Respondent is solely liable for:

Forum Fees	= \$1,350.00
Total Fees	= \$1,350.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$1,350.00

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

#### ARBITRATION PANEL

<i>Lanny Leff</i>	- <i>Non-Public Arbitrator, Presiding Chairperson</i>
<i>Ronald H. Walton</i>	- <i>Non-Public Arbitrator</i>
<i>David L. Walby</i>	- <i>Non-Public Arbitrator</i>

#### Concurring Arbitrators' Signatures

<u>                    /s/                    </u>	<u>June 13, 2006</u>
Lanny Leff	Signature Date
Non-Public Arbitrator, Presiding Chairperson	

<u>                    /s/                    </u>	<u>June 14, 2006</u>
Ronald H. Walton	Signature Date
Non-Public Arbitrator	

<u>                    /s/                    </u>	<u>June 13, 2006</u>
David L. Walby	Signature Date
Non-Public Arbitrator	

June 14, 2006  
Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution  
 Arbitration No. 05-00928  
Award Page 5 of 5

Total Fees	= \$9,800.00
<u>Less payments</u>	<u>= \$7,325.00</u>
Balance Due NASD Dispute Resolution	= \$2,475.00

Respondent is solely liable for:

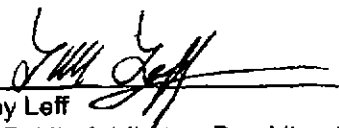
Forum Fees	= \$1,350.00
Total Fees	= \$1,350.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$1,350.00

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

**ARBITRATION PANEL**

Lanny Leff	- Non-Public Arbitrator, Presiding Chairperson
Ronald H. Walton	- Non-Public Arbitrator
David L. Walby	- Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

  
 Lanny Leff  
 Non-Public Arbitrator, Presiding Chairperson

6/13/06  
 Signature Date

\_\_\_\_\_  
 Ronald H. Walton  
 Non-Public Arbitrator

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 David L. Walby  
 Non-Public Arbitrator

\_\_\_\_\_  
 Signature Date

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

NASD Dispute Resolution

Arbitration No. 05-00928

Award Page 5 of 5

Total Fees	= \$9,800.00
<u>Less payments</u>	<u>= \$7,325.00</u>
Balance Due NASD Dispute Resolution	= \$2,475.00

Respondent is solely liable for:

Forum Fees	= \$1,350.00
<u>Total Fees</u>	<u>= \$1,350.00</u>
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$1,350.00

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

**ARBITRATION PANEL**

<i>Lanny Leff</i>	- <i>Non-Public Arbitrator, Presiding Chairperson</i>
<i>Ronald H. Walton</i>	- <i>Non-Public Arbitrator</i>
<i>David L. Walby</i>	- <i>Non-Public Arbitrator</i>

**Concurring Arbitrators' Signatures**

\_\_\_\_\_  
Lanny Leff  
Non-Public Arbitrator, Presiding Chairperson

\_\_\_\_\_  
Signature Date

*Ronald H. Walton*  
\_\_\_\_\_  
Ronald H. Walton  
Non-Public Arbitrator

*6-14-06*  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
David L. Walby  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

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

NASD Dispute Resolution  
Arbitration No. 05-00928  
Award Page 5 of 5

Total Fees	= \$9,800.00
<u>Less payments</u>	<u>= \$7,325.00</u>
Balance Due NASD Dispute Resolution	= \$2,475.00

Respondent is solely liable for:

Forum Fees	= \$1,350.00
Total Fees	= \$1,350.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$1,350.00

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

#### ARBITRATION PANEL

Lanny Leff	- Non-Public Arbitrator, Presiding Chairperson
Ronald H. Walton	- Non-Public Arbitrator
David L. Walby	- Non-Public Arbitrator


#### Concurring Arbitrators' Signatures

\_\_\_\_\_  
Lanny Leff  
Non-Public Arbitrator, Presiding Chairperson

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Ronald H. Walton  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

  
\_\_\_\_\_  
David L. Walby  
Non-Public Arbitrator

6/13/2006  
\_\_\_\_\_  
Signature Date

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