

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Blinder, Robinson & Co., Inc.

vs.

Onofrio Olivieri

Claimant(s)

Respondent(s)

NOTICE OF ARBITRATION
AWARD
87-02693

CASE SUMMARY

Claimant Blinder, Robinson & Co., Inc. alleged that Respondent Onofrio Olivieri breached his employment contract with Claimant. Additionally Blinder, Robinson & Co., Inc. alleged that they have incurred significant expense in order to educate and train Respondent to become a competent and successful registered representative. Respondents maintain that statements made by certain managers of the Claimant served to render clauses in the Employment Contract relating to Voluntary Resignation as totally void. In addition, Respondent is counter-claiming commission earned and due.

RELIEF REQUESTED

Claimant Blinder, Robinson & Co., Inc. requested damages of \$5,000.00. Respondent requested dismissal of claim and costs.

AWARD

Pursuant to Section 13 of the NASD, Inc. Code of Arbitration Procedure ("Simplified Arbitration") a single arbitrator was selected to review and determine the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on November 24, 1987 and by Respondents on February 16, 1988. The Arbitrator, having considered the proofs of the parties, has determined in full and final resolution of the issue submitted for determination as follows:

No Award for either claim or counter-claim.

The parties shall each bear their respective costs including attorney's fees.

The \$100.00 filing fee previously deposited with the NASD, Inc. by the Claimant shall be retained by the NASD for costs of this proceeding.

June 16, 1989