

9002169

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

Frank W. Klescewski

Claimant
Cross-Respondent

vs.

Grigsby, Brandford & Co., Inc.
Calvin Grigsby
Napoleon Brandford

Respondents
Cross-Claimant

AWARD

CASE #88-03647

SUMMARY OF ISSUES

This case was filed on November 25, 1988. Claimant Frank W. Klescewski alleges that he was hired by Respondent firm Grigsby, Brandford & Co on or about September 15, 1986. As a condition of his accepting the offer of employment Respondents paid Claimant a \$30,000.00 relocation bonus. Claimant resigned from Respondent firm on April 30, 1987 and claims unpaid commissions of \$17,068.50.

Respondents allege that the bonus paid to the Claimant was given in anticipation of a long-term relationship with Claimant and therefore crossclaims for a return of a portion of said sum.

Claimant alleges that he was constructively terminated because he disagreed with certain activities in which the firm participated and therefore is not liable for return of any of the relocation bonus.

Respondents/Cross Claimants do not contest unpaid commissions of \$1,512.50 but wish to have that sum offset by the \$23,333.32 they claim as the portion of the relocation bonus owed to them.

DAMAGES AND RELIEF REQUESTED

Claimant claims for back commissions of:

(1) \$15,556.00 in commissions not paid for the period January 1987 through April 1987.

(2) \$1,512.50 in commission for business settled after claimant's resignation.

(3) Attorneys fees and costs.

(4) Dismissal of Cross Claim.

Respondents/Cross Claimants seek to recover:

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- (1) \$30,000.00 for the relocation bonus paid to claimant.
- (2) Dismissal of claimant's claim in its entirety.

DAMAGES AND RELIEF AWARDED

On September 8, 1989 and December 15, 1989 in San Francisco, California the undersigned arbitrators heard the controversy in four sessions between the parties as set forth in submissions to arbitration signed by Claimant Frank W. Klescewski on November 17, 1988 and by Respondents Grigsby Brandford & Co., Inc, Calvin Grigsby and Napoleon Brandford on January 17, 1989. The arbitration panel, having considered the pleadings, the testimony, and the evidence presented at the hearing, has determined in full and final resolution of the issues submitted for determination as follows:

1. Grigsby, Brandford and Co., Inc. is solely liable and shall pay to claimant the sum of One Thousand Five Hundred Twelve Dollars and Fifty Cents (\$1,512.50).

2. The Cross claim of Grigsby Brandford & Co., Inc., Calvin Grigsby and Napoleon Brandford is dismissed.

3. The parties shall each bear their respective costs including attorneys' fees.

4. Pursuant to Section 43 of the National Association of Securities Dealers, Inc ("NASD") Code of Arbitration Procedure,

(a) the NASD shall retain the \$400.00 filing fee previously deposited by the Claimant;

(b) Grigsby, Brandford & Co., Inc shall pay to Claimant Frank W. Klescewski the sum of \$400.00 for the filing fee.

(c) Grigsby, Brandford & Co., Inc. is assessed and shall pay to the National Association of Securities Dealers, Inc. the sum of \$400.00 in forum fees.

SFC
2/7/90