

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

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In the Matter of the Arbitration Between

Name of Claimant(s)

Barry Ingber

vs.

91-03222

Name of Respondent(s)

Richey Financial Group, Inc.

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REPRESENTATION

For Claimant: H Thomas Fehn, Esq., Fields, Fehn & Sherwin

For Respondents: Lloyd S. Pantell, Esq., Rinstein, Pantell, Calkins & Rice

CASE INFORMATION

Statement of Claim filed: October 15, 1991

Claimant's Submission Agreement signed on: October 4, 1991

Statement of Answer filed by Respondent on: December 5, 1991

Respondent's Submission Agreement signed on: December 2, 1991

HEARING INFORMATION

Prehearing Conference Date: None

Hearing Date/Sessions: June 5, 1992 (two sessions)

Hearing Location: Los Angeles, California

CASE SUMMARY

Claimant alleged that Respondent holds money belonging to Claimant, and has wrongfully refused to pay over such funds without legal justification regarding Claimant's investment in IFM Financial Income Partners '90, a California limited partnership.

Respondent denied that a valid, enforceable agreement existed regarding Claimant's investment. In the alternative, Respondent asserted that if such an agreement existed, Respondent was excused from performance due to circumstances which subsequently transpired and which would have rendered both Claimant and Respondent liable to the prospective purchaser, John L. Palafoutas, under the anti-fraud provisions of both applicable Federal and State securities laws.

#### RELIEF REQUESTED

Claimant requested:

1. Sale proceeds in the amount of \$30,000;
2. Interest on said sum from July 5, 1991; and
3. Costs and reasonable attorneys' fees.

Respondent requested:

1. Claimant take nothing by the Statement of Claims;
2. Respondent be entitled to recover all of its costs, including its attorneys' fees incurred in defending the claim; and
3. Such other and further relief as the Association deems appropriate.

#### OTHER ISSUES CONSIDERED & DECIDED

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered. In either case, the parties have agreed to receive conformed copies of the Award while the originals remain on file with the NASD.

#### AWARD

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

1. Respondent Richey Financial Group, Inc. is liable for and shall pay to Claimant the sum of \$27,000 plus interest at the legal rate from July 5, 1991 until payment of Award.
2. Claimant is ordered to transfer the 30 units of IDM Financial Income Partners '90 to Respondent or Respondent's designee.
3. Respondent Richey Financial Group, Inc. is liable for and shall pay to Claimant the sum of \$250 as reimbursement for one half of Claimant's filing fee and hearing deposit.
4. The parties shall each bear their respective costs including attorneys' fees.

OTHER COSTS

None.

FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, no additional forum fees are assessed.

ARBITRATION PANEL

Public/Industry

Public Arbitrator

Public Arbitrator

Industry Arbitrator

Signature

DATE SERVED: 07/02/92

Luther D. Prater  
Luther D. Prater

Date of Decision: June 23, 1992