

## **N.A.S.D. AWARD**

### **NATIONAL ASSOCIATION OF SECURITIES DEALERS**

In the Matter of the Arbitration Between

#### **Name of Claimant(s)**

William M. & Sherry D. Moore

NASD Arbitration  
No.92-02290

#### **Name of Respondent(s)**

Charles Schwab & Co., Inc.  
Scott E. Grooms  
Stephen Roche  
Karen Aguilar

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### **REPRESENTATION**

For Claimants: William M. Moore, San Clemente, California

For Respondents: Stephen Roche, Charles Schwab & Co., Inc, Los Angeles, California

### **CASE INFORMATION**

Statement of Claim filed: July 10, 1992

Claimants' Submission Agreement signed: June 26, 1992

Joint Statement of Answer filed by Respondent: March 24, 1993

Respondents' Submission Agreements signed:

Charles Schwab & Co.: This respondent assumed all liability via letter dated October 19, 1992 & submitted a fully executed submission agreement signed April 14, 1993, after being added as a respondent.

Scott Grooms: March 19, 1993

Stephen Roche: March 19, 1993

Karen Aguilar: March 19, 1993

### **HEARING INFORMATION**

Hearing Date/Sessions: April 6, 1993 - 1 Session

Hearing Location: Los Angeles, California

### **CASE SUMMARY**

Claimant alleged account errors arising out of an open order on May 29, 1992, to buy 10,000 shares of HOH Water Tech at a limit price of \$.10 per share.

Respondents admitted account errors made due to the similarity of names on the accounts of Claimants and their son. Respondents asserted that a settlement offer had been extended to and accepted by Claimant William Moore, and that Mr. Moore then reneged on the settlement agreement.

### **RELIEF REQUESTED**

Claimants requested 10,000 shares of HOH Water Tech at \$.10 per share.

Respondents requested enforcement of the settlement agreement.

### **OTHER ISSUES CONSIDERED & DECIDED**

In a pre-hearing motion, Respondent Charles Schwab & Co. moved for dismissal of the individual Respondents and substitution of the corporate entity as a Respondent, or, alternatively, the addition of the corporate entity as a Respondent given its assumption of liability.

The panel permitted the addition of the corporate entity as a Respondent.

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 original remains on file with the NASD.

### **AWARD**

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

1. All claims against Respondents Scott E. Grooms, Stephen Roche and Karen Aguilar are dismissed in their entirety.
2. By virtue of the valid, enforceable settlement agreement entered into on or about March 10, 1993, between Claimants and Respondent Charles Schwab & Co., Charles Schwab & Co. is liable for and shall pay to Claimants the sum of \$1,725.00 in satisfaction of all claims.
3. The parties shall each bear their respective costs.

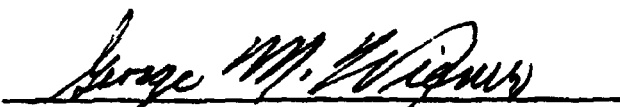
### **FORUM FEES**

Pursuant to Section 43(c) of the Code of Arbitration Procedure, Claimants and Respondent Charles Schwab & Co. are to split the assessment of forum fees for 1 session (\$100). As Claimants have already deposited a \$100 hearing session fee with the NASD, Charles Schwab & Co. is to reimburse \$50 to Claimants directly.

### **ARBITRATOR**

|                  |                        |
|------------------|------------------------|
| <u>Name</u>      | <u>Public/Industry</u> |
| George M. Wiener | Public Chairperson     |

Concurring Arbitrator's Signature

  
George M. Wiener