

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

---

In the Matter of the Arbitration Between

Name of Claimant

Robert F. Gollnick, Jr.

93-03544

Name of Respondents

J.C. Bradford & Co.  
Jonathan D. Schlackman

---

**CASE SUMMARY**

In a claim filed with the National Association of Securities Dealers, Inc. on September 10, 1993, Claimant Robert F. Gollnick, Jr., who appeared Pro Se, alleged that Respondent Jonathan D. Schlackman of the Respondent firm J.C. Bradford & Co. agreed to pay him a set salary of \$2,000.00 for the month of July 1992 under an oral agreement between the parties. The Claimant further alleged that set a salary for the months of August through November were also agreed to, which were to be paid to the Claimant in addition to any commission by the Claimant. Claimant Robert Gollnick, Jr. contended that although he was paid for the month of July, the Respondents have failed to pay him for August, even though he satisfied the conditions precedent to receiving the set salary, and that therefore, the Respondents should be held liable.

Respondents J.C. Bradford & Co. and Jonathan D. Schlackman, through their in-house counsel, Claude O. Ramer, II, Esq., maintained that Respondent Schlackman had agreed to provide financial assistance to the Claimant by paying him \$5,000.00 spread over four months in addition to his commissions. The Respondents further maintained that the Claimant was given the \$2,000.00 installment payable in August on August 6 and that the Claimant resigned on August 27, 1992, therefore, no further installments were made. The Respondents filed a Counterclaim against Robert F. Gollnick, Jr. stating they had to seek outside counsel's assistance in order to make Mr. Gollnick abide by his predispute agreement to arbitrate, and therefore they should be compensated for this expense.

In a reply to the Answer and Counterclaim, Robert F. Gollnick, Jr. maintained that he had a valid argument which could have made the court deny the motion to compel arbitration. In addition, he refuted the defenses of the Respondents and again asked that he be compensated for the salary he is entitled to.

**RELIEF REQUESTED**

Claimant Robert F. Gollnick, Jr. requested \$2,000.00 in actual damages and requested the Counterclaim against him be dismissed.

Respondents J.C. Bradford & Co. and Jonathan D. Schlackman requested that the claims of the Claimant be dismissed and that they be awarded attorney's fees they have incurred in bringing this matter to arbitration.

**AWARD**

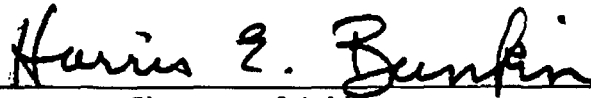
Pursuant to Section 10 of the National Association of Securities Dealers, Inc. Code of Arbitration Procedure, a single Industry Arbitrator, Harris E. Bunkin, was selected to review and determine the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on July 15, 1993 and by the Respondents on December 13, 1993.

And, the Arbitrator, having considered the proof of the Parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. The claims of the Claimant Robert F. Gollnick, Jr. against Respondents J.C. Bradford & Co. and Jonathan D. Schlackman are dismissed in their entirety.
2. The Counterclaim of J.C. Bradford & Co. and Jonathan D. Schlackman against Claimant Robert F. Gollnick, Jr. is also dismissed in its entirety.
3. The parties shall bear their respective costs and attorney's fees.
4. The \$575.00 filing fee was previously waived by the National Association of Securities Dealers, Inc.

**AFFIRMATION**

I, **HARRIS E. BUNKIN**, do hereby affirm upon my oath as arbitrator that I am the individual described herein and who executed this instrument, which is my oath and award.

A handwritten signature in cursive script, reading "Harris E. Bunkin", is written over a horizontal line.

Signature of Arbitrator

**DATE OF DECISION:**      **April 14, 1994**