

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Dean Witter Reynolds, Inc.

94-00894

Name of Respondent

Americo Longo, Jr.

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on March 9, 1994, Claimant Dean Witter Reynolds, Inc., through its representative and in-house counsel, Erica A. Bunin, Esq., alleged that Respondent Americo Longo, Jr., entered into a written agreement with Claimant on February 20, 1991, before participating in Claimant's Account Executive Training Program. Claimant further alleged that the agreement provided in relevant part that Respondent would pay liquidated damages to Claimant in the event he was terminated within three years from the date of the agreement. Claimant contended that Respondent voluntarily terminated his employment with Respondent within three years of the date of the agreement. Claimant further contended that Respondent is liable for the liquidated damages agreed to in the contract, and as a result, Claimant has suffered a loss for which Respondent should be held liable.

Respondent Americo Longo, Jr., who appeared Pro Se, maintained that he was recruited to work for Claimant by Gary Abraham, the Branch Manager at the local Las Vegas office and a close personal friend. Respondent further maintained that he did not read the contract in question carefully because he was working for a close personal friend. Respondent contended that before leaving Dean Witter Reynolds, Inc., he did everything in his power to honor his agreement, and Mr. Abraham assured him that "everything was alright". Respondent further contended that he only noticed the three year clause when he received Claimant's letter demanding the liquidated damages, and the clause was never explained to him at the time of his contract signature, and as a result Respondent should not be held liable in this matter.

RELIEF REQUESTED

Claimant Dean Witter Reynolds, Inc., requested \$8,529.90 in actual damages, interest at the legal rate from September 3, 1993 to the date of the arbitration award, and the costs of the arbitration.

Respondent Americo Longo, Jr., requested that the claims of the Claimant be dismissed in their entirety.

OTHER ISSUES CONSIDERED AND DECIDED

The Arbitrator, after having reviewed the documents submitted denied the Respondent's Hearing Motion, due to the fact that it was not filed timely, pursuant to Section 10(a) of the NASD Code of Arbitration Procedure.

AWARD

Pursuant to Section 10 of the NASD, Inc. Code of Arbitration Procedure, a single Industry Arbitrator, Lawrence J. Johnson, was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on March 4, 1994. The Respondent did not submit a submission agreement as required by Sections 8 and 10 of the NASD Code of Arbitration Procedure.

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 Respondent Americo Longo, Jr., is liable and shall pay to the Claimant Dean Witter Reynolds, Inc., \$8,529.90 in actual damages.
2. The Respondent Americo Longo, Jr., is liable and shall pay the Claimant Dean Witter Reynolds, Inc., \$1,298.99 in interest.
3. The parties shall bear their respective costs.
4. The \$575.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant Dean Witter Reynolds, shall be retained by the NASD, Inc. The Respondent Americo Longo, Jr., is liable and shall pay the Claimant Dean Witter Reynolds, Inc., \$575.00 as reimbursement of the filing fee.

Affirmation

STATE OF

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COUNTY OF

I, Lawrence J. Johnson, do hereby affirm upon my oath
as arbitrator that I am the individual described in and who executed this instrument,
which is my oath and award.

Lawrence J. Johnson
Signature of Arbitrator

Date of Decision: July 17, 1995