

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Domenic Stimma

95-00079

Name of Respondents

Amerinational Financial Services, Inc.
Peter A. Provence

REPRESENTATION

For Claimant, Domenic Stimma ("Claimant"), Gerald E. Marcus, Esq. located in Hamden, CT.

For Respondents, Amerinational Financial Services, Inc. ("Amerinational") and Peter A. Provence ("Provence"), collectively ("Respondents"), Eric John Witmeyer, Esq., located in Los Angeles, CA.

CASE INFORMATION

Statement of Claim filed: March 29, 1995

Claimant's Submission Agreement signed on: March 29, 1995

Joint Statement of Answer filed by Respondents: June 13, 1995

Respondent Amerinational's Submission Agreement signed on: July 13, 1995

Respondent Provence's Submission Agreement signed on: July 13, 1995

HEARING INFORMATION

Pre-Hearing Conferences: October 10, 1995 - 1 session
 January 26, 1996 - 1 session

Hearing Date/Sessions: February 5, 1996 - 2 sessions

Hearing Location: The hearings were held at the offices of the National Association of Securities Dealers, Inc., located in New York, N.Y.

CASE SUMMARY

Claimant alleged that he became employed by Respondent Amerinational as a stockbroker on or about December, 1992. Claimant further alleged that he maintained a brokerage account with Amerinational. Claimant contended that on or about February 1, 1993, he received an unsolicited call from Dennis Sanseverino (the "customer") and during this call the customer opened an account with Amerinational and gave Claimant an unsolicited order to purchase 3000 Aurora Electronics, Inc. warrants (the "securities"). Claimant further contended that the purchase price for the securities was approximately \$20,000.00. Claimant alleged that the customer refused to pay for his order because Amerinational failed to send the customer a confirmation. Claimant further alleged that on several occasions he requested that Amerinational investigate the matter and obtain a copy of the confirmation for him to present to the customer. Claimant contended that on February 17, 1993 the unpaid for securities were transferred by Respondent from the customer's account to his account. Claimant further contended that on February 22, 1993, he instructed Amerinational to transfer the securities back to the customer's account but he was informed by Provence that the securities could not be transferred back to the account of the customer. Claimant alleged that on February 26, 1993 he received a confirmation of an unauthorized sale transaction in his account of the unpaid for securities belonging to the customer, which Claimant had on February 22, 1993 instructed the Respondents to transfer to the account of the customer and which resulted in a debit to the Claimant's account.

Respondents maintained that when the customer did not pay for his purchase of the securities, Claimant was informed that the customer was due for a sell out and that Claimant would be financially liable for the sell out per his Representative Agreement with Amerinational. Respondents further maintained that Claimant was informed that his commissions would be held until the debit was paid. Respondents contended that Claimant informed Amerinational that because he needed to receive his commissions, he would purchase the securities in his personal account, thus avoiding sell out charges. Respondents further contended that Claimant was informed that he could purchase the securities if the stock was paid in full. Respondents maintained that Claimant never remitted a check for the securities and after repeated warnings, Claimant was sold out of the position.

RELIEF REQUESTED

Claimant requested \$10,000.00 in actual damages plus interest, attorney's fees, costs and punitive damages.

Respondents requested that the claims of the Claimant be dismissed.

OTHER ISSUES CONSIDERED & DECIDED

The parties have agreed that a handwritten, signed Award may be entered. In this case, the parties have agreed to receive a conformed copy 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 Amerinational and Provence be and hereby are dismissed in their entirety.
- 2) Each party shall bear their respective costs, including attorney's fees.
- 3) All other claims be and hereby are denied.

FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following Forum Fee(s) are assessed.

non refundable filing fee:	\$500.00
fee for pre hearing conferences: (2 x \$300.00)	\$600.00
2 hearing sessions x \$300.00:	\$600.00
total fees assessed:	\$1700.00

Claimant be and hereby is liable for \$1700.00 representing forum fees. Claimant previously deposited \$800.00 with the NASD and, therefore, Claimant is liable and shall pay \$900.00 to the NASD.

Fees are payable to the National Association of Securities Dealers, Inc.

Arbitrator's Signature
Name

Michael G. Shannon
Michael G. Shannon, Esq.

I, Michael G. Shannon, Esq., do hereby affirm that this is my decision in the above-captioned matter.

Michael G. Shannon

NASD Date of Decision: March 12, 1996