

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

**NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.**

In the matter of the Arbitration Between

**Name of Claimant(s)**

Clinton D. Beyerle

NASD Arbitration  
No. 95-00812

**Name of Respondent(s)**

Richard Roundtree, Everett Scoville Walker and Cartwright & Walker Securities, Inc.

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**REPRESENTATION**

For Claimant:

Clinton D. Beyerle, In pro per  
San Fernando, California

For Respondent Richard Roundtree:

Richard T. Roundtree, In pro per  
North Hollywood, California

For Respondents Everett Scoville  
Walker and Cartwright & Walker Securities, Inc.:

Everett Scoville Walker, In pro per  
North Hollywood, California

**CASE INFORMATION**

Statement of Claim filed:

February 16, 1995

Claimant's Submission Agreement signed:

February 8, 1995

Statement of Answer filed by Respondent Richard Roundtree:

July 7, 1995

Respondent Richard Roundtree's Submission Agreement signed:

July 5, 1995

## **HEARING INFORMATION**

Hearing Date/Session:

September 20, 1996  
(One Session)

Hearing Location:

Los Angeles, CA

## **CASE SUMMARY**

Claimant alleged that Respondents committed fraud, deceit, omission of material facts, breach of fiduciary duty, breach of contract, breach of covenant of good faith and fair dealing, negligence and violations of California Civil Code Section 3294 in connection with the sale of certain securities to Claimant.

Respondent Roundtree denied any involvement except making a "qualifications" telephone call for a company called Golden West. Roundtree alleged he was given a prepared telephone script to read from, which only asked if the listeners were interested. If the listener expressed interest, he or she was referred to Golden West. Roundtree alleged that he had no further involvement in the matter, and that he was licensed to sell securities the same month of the telephone calls.

Respondents Everett Scoville Walker and Cartwright & Walker Securities, Inc. did not answer.

## **RELIEF REQUESTED**

Claimant sought compensatory damages in the amount of \$24,000.00, pre and post award interest, punitive damages, costs and attorneys' fees.

Respondent Roundtree denied any wrongdoing and asked for the dismissal of Claimant's claims as to himself.

Respondents Everett Scoville Walker and Cartwright & Walker Securities, Inc. did not answer.

### **OTHER ISSUES CONSIDERED AND DECIDED**

The parties have agreed that the Award in this matter may be executed in either 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.

The Arbitrator found that Respondents Everett Scoville Walker and Cartwright & Walker Securities, Inc. were properly served with the Statement of Claim and had notice of the hearing time and location.

### **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. On the record and at the conclusion of testimony, Claimant dismissed all claims against Respondent Richard Roundtree after hearing testimony and receiving written and oral evidence. The Arbitrator agreed that no award against Respondent Richard Roundtree personally is appropriate and just.
2. Award in favor of Claimant against Respondents Everett Scoville Walker and Cartwright & Walker Securities, Inc., jointly and severally, in the amount of \$20,000 with interest at 10% from April 14, 1993 until satisfied.
3. Forum Fees are assessed against Everett Scoville Walker and Cartwright & Walker Securities, Inc. jointly and severally.

### **FORUM FEES**

Pursuant to Section 43(c) of the Code of Arbitration Procedure, the following forum fees are assessed:

One (1) Hearing Session @ \$300.00/Session	= \$300.00
Total Forum Fees Assessed	= \$300.00

Respondents Everett Scoville Walker and Cartwright & Walker Securities, Inc.'s (jointly and severally) Balance Due	= \$300.00
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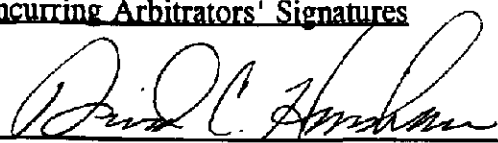
Claimant's Hearing Session Deposit of \$300.00 shall be refunded to Claimant by the NASD.

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

**ARBITRATORS**

Name ..... Public / Industry  
David Hinshaw, Esq. .... Public Arbitrator

**Concurring Arbitrators' Signatures**

  
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David Hinshaw, Esq.

Date of Decision: 10/21/96

Date of Service: 11/4/96