

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Michele Wolf

95-04355

Name of Respondent

Gerardo A. Angulo
Hassan Nemazee
F.C. Financial Services, Inc.

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on September 12, 1995, Claimant Michele Wolf, who appeared Pro Se, alleged that Respondent F.C. Financial Services, Inc. ("FCFS"), and its representatives Respondents Gerardo A. Angulo ("Angulo") and Hassan Nemazee ("Nemazee"), are obligated to pay her pursuant to an employment agreement she made with Mr. Butler-Smith and Phil Orlando of First Capital Advisors. Claimant further alleged that Messrs Butler-Smith and Phil Orlando of First Capital Advisors hired her and agreed to pay her moving expenses from Florida to New York and to reimburse her for certain education expenses, specifically CFA and NYSSA courses. Claimant contended that she complied with her part of the oral contract by moving to New York but that shortly thereafter she was laid-off. Claimant further contended that upon commencing employment she registered with they NASD as a registered representative through Respondent F.C. Financial Services, Inc. Claimant alleged that her day-to-day office activities consisted of interaction with persons who acted on behalf of both FCFS and First Capital Advisors ("FCA") so she is uncertain who should be backing up her employment agreement but believes that Nemazee and Angulo provide the financial underpinning for both of these companies. Claimant further alleged that as a result of the above, she has suffered a loss for which the Respondents should be held liable.

Respondent F.C. Financial Services, Inc., through its representative and President, Paul G. Stache, maintained that neither Nemazee nor Angulo have written or agreement of any kind with Claimant. Respondent further maintained that Claimant was hired by First Capital Advisors, Inc. as a research analyst and subsequently terminated. Respondent contended that Claimant was a licensed broker with FCFS from April 19, 1995 to May 15, 1995. Respondent contended that costs of both her registration and examinations were incurred by FCFS. Respondent further contended that Claimant was permitted to finish the licensing process after termination as a courtesy to help her in a job search. Respondent maintained that Claimant never performed any services for FCFS as she worked for First Capital Advisors, Inc.

Respondent further maintained that FCFS and First Capital Advisors shared the same office premises but were separately managed. Respondent contended that Mr. Butler-Smith is President of FCA and Mr. Orlando is Chief Investment Officer responsible for the pension fund money management business. Respondent further contended that Bernadette Salmon does not sign check for both entities. Respondent maintained that it was not privy to any agreement with First Capital Advisors, Inc. and that Claimant's alleged agreement has nothing to do with it. Respondent contended that as a result of the above, it should not be held liable.

Respondent Gerardo A. Angulo, who appeared Pro Se, maintained that Claimant was hired by First Capital Advisors, Inc. as a research analyst and subsequently terminated. Respondent further maintained that Claimant was a licensed broker with FCFS from April 19, 1995 to May 15, 1995. Respondent contended that costs of both her registration and examinations were incurred by FCFS. Respondent further contended that Claimant was permitted to finish the licensing process after termination as a courtesy to help her in a job search. Respondent maintained that Claimant never performed any services for FCFS, and to his knowledge, she worked for First Capital Advisors, Inc. Respondent further maintained that Claimant has not submitted documentation supporting the losses she claims other than \$1,000.00 for a CFA prep course and \$580.67 for CFA books and materials. Respondent contended that Claimant's agreement is with First Capital Advisors, Inc. and should not be subject to NASD arbitration through the Claimant's assertion of a relationship with FCFS. Respondent further contended that he is merely an indirect beneficial owner of FCFS, and that as a result of the above, he should not be held liable.

Respondent Hassan Nemazee, who appeared Pro Se, maintained that Claimant was hired by First Capital Advisors, Inc. as a research analyst and subsequently terminated. Respondent further maintained that Claimant was a licensed broker with FCFS from April 19, 1995 to May 15, 1995. Respondent contended that costs of both her registration and examinations were incurred by FCFS. Respondent further contended that Claimant was permitted to finish the licensing process after termination as a courtesy to help her in a job search. Respondent maintained that Claimant never performed any services for FCFS, and to his knowledge, she worked for First Capital Advisors, Inc. Respondent further maintained that Claimant has not submitted documentation supporting the losses she claims other than \$1,000.00 for a CFA prep course and \$580.67 for CFA books and materials. Respondent contended that Claimant's agreement is with First Capital Advisors, Inc. and should not be subject to NASD arbitration through the Claimant's assertion of a relationship with FCFS. Respondent further contended that he is merely an indirect beneficial owner, and that as a result of the above, he should not be held liable.

RELIEF REQUESTED

Claimant Michele Wolf requested \$6,830.67 in actual damages.

Respondents F.C. Financial Services, Inc., Gerardo Angulo and Hassan Nemazee requested that the claims of the Claimant be dismissed.

AWARD

Pursuant to Section 10 of the NASD, Inc. Code of Arbitration Procedure, a single Industry Arbitrator, Sarah G. Anderson, Esq., was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on January 4, 1996 and by the Respondent F.C. Financial Services, Inc., on February 20, 1996 and not by Respondents Gerardo Angulo and Hassan Nemazee as is 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 Respondents F.C. Financial Services, Inc., Gerardo Angulo and Hassan Nemazee are jointly and severally liable and shall pay to the Claimant Michele Wolf \$6,830.67 in actual damages.
2. The parties shall bear their respective costs.
3. The \$575.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant shall be retained by the NASD, Inc. The Respondents F.C. Financial Services, Inc., Gerardo Angulo and Hassan Nemazee are jointly and severally liable and shall pay to the Claimant Michele Wolf \$575.00 as reimbursement of the filing fee.
4. All other relief requests are denied.

AFFIRMATION

I, SARAH G. ANDERSON, ESQ., do hereby affirm, pursuant to Section 7507 of the Civil Procedure Law and Rules, that I am the individual described herein and who executed this instrument, which is my award.



Signature of Arbitrator

DATE OF DECISION: April 25, 1996