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N.A.S.D. AWARD

NATIONAL ASSOCIATION OF **SECURITIES DEALERS**

In the Matter of the Arbitration Between

Name of Claimant

Robert Temple

95-04943

Name of Respondents

*Barronchase securities, Inc.
Paul D. Medrano
The Dean & Associates Group, Inc.

REPRESENTATION

For Claimant: Ken Harris, Esq. of the law firm of Brett Alan Verona, Tampa, Florida.

For Respondents: Eugene Michael Kennedy, P.A. Fort Lauderdale, Florida

CASE INFORMATION

Statement of Claim filed: October 18, 1995.

Claimant's Submission Agreement signed on: October 5, 1995.

Motion to Amend Suit to Include Additional party dated January 16, 1996.

Claimant's Reply to Counterclaim dated January 16, 1996.

Joint Statement of Answer and Counterclaim filed by Respondents on: December 22, 1995.

Respondent Baron Chase Securities, Inc's Submission Agreement signed on: January 4, 1996.

Respondent Paul D. Medrano' Submission Agreement signed on: December 27, 1995.

Respondent The Dean & Associates Group, Inc's Submission Agreement signed on: February 5, 1996.

HEARING INFORMATION

One pre-hearing conference and two hearing sessions were conducted on August 30, 1996 and September 26, 1996 in Tampa, Florida.

CASE SUMMARY

Claimant alleged that on January 17, 1995 he and **Armando Hernandez** interviewed with Paul Medrano, President and shareholder of **Dean & Associates, Inc.** and were offered positions with **Barron Chase, Inc.** Claimant **alleged** that the terms of the offer, as presented by Mr. **Medrano** to Claimant, were as follows: 1) 60% commission payout for three months and 2) **\$1,000.00** signing bonus. Claimant next alleged that later that day Claimant orally accepted the offer of employment from Mr. Medrano by telephone. Claimant alleged he was never presented with a written contract, nor a policy and procedures agreement to sign and the Respondents do not have a written contract nor a policy and procedures agreement signed by the Claimant. Claimant next alleged that the **oral** contract was breached by the Respondents.

Claimant alleged that the breach by the Respondents resulted in a loss to Claimant of **\$3,353.05** and this amount is **calculated** by taking a gross commissions of **\$7,955.00**, **60%** (the agreed upon payout rate) which would be **\$4,770.00**, less legitimate deductions in the amount of **\$355.95**, and less the **\$1,061.00** actually paid out to Claimant. In addition, Claimant **alleged** that he was entitled to interest, costs and attorneys' fees expended in pursuing this matter, and punitive damages due to continuing bad faith non-payment and breach by the Respondents.

Respondents maintained that the Claimant was employed as a stockbroker pursuant to written agreements which are missing, but in any event, pursuant to their standard terms of employment, the Respondents were rightfully entitled to reduce payment to the Claimant as made. Respondents were right

Respondent The Dean & Associates Group, Inc. asserted a counterclaim against the Claimant **alleging** that the Claimant requested of The Dean & Associates Group, Inc. a demand loan in the amount of **\$500.00** and The Dean & Associates Group, Inc. made and funded the requested loan to the Claimant. Respondent The Dean & Associates Group, Inc. next maintained that the Claimant received the loan proceeds and has failed to repay same.

In response to the counterclaim, the Claimant denied the allegations and maintained that the counterclaim made by The Dean & Associates Group, Inc. is based upon a loan made by Mr. **Medrano** and the assertion is based upon a note in a memo by Mr. Medrano on his personal checks. Therefore, Claimant alleged that The Dean & Associates Group, Inc. is not the proper party to bring the claim and it should be barred.

RELIEF REQUESTED

Claimant requested damages in the sum of **\$3,353.05** plus interest, costs and attorneys' fees and further requested an award of punitive damages. Claimant also requested a dismissal of the counterclaim.

Respondents requested that the arbitration panel dismiss all claims against all Respondents and award The **Dean & Associates Group, Inc.** the sum of **\$500.00** together with **accrued** interest at the legal rate since March 17, 1995 plus reasonable attorneys' fees and its costs in the sum of **\$5,000.00**.

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OTHER ISSUES CONSIDERED & DECIDED

The parties have agreed that the Award in this matter may be executed in 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(s)** remain on file with the **NASD**.

AWARD

After considering the pleadings, the testimony and the evidence **presented at the hearing and post hearing submissions** (if any), the undersigned arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

The Respondents be and hereby are liable, jointly and severally, and shall pay to the Claimant the sum of \$2904.00, pm-judgment interest specifically excluded.

The Claimant's request for punitive damages is denied.

The Respondent The Dean & Associates Group, Inc.'s counterclaim is denied.

Each party shall bear their **respective** costs including attorneys' fees.

FORUM FEES

Pursuant to Section 10205 of the Code of Arbitration Procedure, the arbitrator has assessed forum fees in the amount of \$900.00 (2 sessions x \$300.00) plus one pm-hearing conference (\$300.00).

Respondents are hereby assessed, jointly and severally, the sum of \$900.00 for which the **NASD** shall retain the \$400.00 previously deposited by the Respondents in partial satisfaction thereof leaving a balance due to the NASD of \$500.00.

The **NASD** shall **retain** the \$500.00 non-refundable claim **filing** fee previously paid by the Respondents to the NASD.

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

Arbitrator's Signature
Name

Public/Industry

/s/

Industry

A. William Cohen, Esq.

November 12, 1996

Date of Decision:
