

**AWARD**

**NASD REGULATION, INC., OFFICE OF DISPUTE RESOLUTION**

In the matter of the Arbitration Between

**Name of Claimant(s)**

William R. Hatch

Arbitration  
No. 96-01571

**Name of Respondent(s)**

Raymond James & Associates, Inc.

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**REPRESENTATION**

For Claimant: Irving M. Einhorn, Esq., Einhorn & Edgerton, Los Angeles, California

For Respondent: John N. Critchlow, Esq., Raymond James & Associates, Inc., St. Petersburg, Florida

**CASE INFORMATION**

Statement of Claim filed: April 9, 1996

Claimant's Submission Agreement signed: March 8, 1996

Statement of Answer filed by Respondent: June 24, 1996

Respondent's Submission Agreement signed: June 24, 1996

**HEARING INFORMATION**

Pre-Hearing Conference Date(s)/Session(s):

March 12, 1997 (one session)

Hearing Date(s)/Session(s): May 22, 1997 (two sessions)

Hearing Location: San Diego, California

**CASE SUMMARY**

Claimant alleged that Respondent deliberately and wilfully breached a valid contract to sell Claimant 1,600 shares of Nuco2 stock. Claimant further alleged that Respondent made a material misrepresentation of fact to him and by doing so, committed securities fraud under both federal and California law, and further alleged breach of fiduciary duty.

Respondent denied Claimant's allegations of wrongdoing. Respondent alleged that the above-captioned dispute is nothing more than a cynical attempt of a speculator to gain even more than he could by risking his capital in a transaction. Respondent further alleged that if Mr. Hatch had any desire to own Nuco2 as his Statement of Claim now asserts, he could have purchased the stock. Respondent further alleged that Claimant made the decision on December 20, 1995 that he did not wish to carry a position in Nuco2 in his account and that the panel should not give Claimant the profit on a transaction Mr. Hatch made the decision not to make.

**RELIEF REQUESTED**

Claimant requested damages in the amount of \$14,400.00. Claimant also requested attorneys fees and requested punitive damages in an amount to be determined by the arbitrator.

**OTHER ISSUES CONSIDERED AND DECIDED**

None.

**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. Respondent is liable for and shall pay to Claimant the sum of \$13,123.00, inclusive of interest.
2. Claimant's claim for punitive damages is denied.

3. The parties shall each bear their respective costs including attorney's fees.

FORUM FEES

Pursuant to Section 10332(c) of the Code of Arbitration Procedure, the following forum fees are assessed: NASD Regulation, Inc. shall refund the \$300.00 hearing session deposit previously deposited by the Claimant. Forum fees are assessed against Respondent in the amount of \$900.00, calculated as follows: One pre-hearing session times \$300.00 plus two hearing sessions times \$300.00.

Fees are payable to NASD Regulation, Inc.

PRESIDING ARBITRATOR

Name ..... Public / Industry

William R. Newsome, Esq.

Public Arbitrator

Presiding Arbitrator's Signature

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William R. Newsome, Esq.

Date of Decision: \_\_\_\_\_

Date served: 6/12/1997