

AWARD

NASD REGULATION, INC.,
OFFICE OF DISPUTE RESOLUTION

In the matter of the Arbitration Between

Name of Claimant

Linda Braun

v.

NASD Regulation, Inc.
Arbitration No. 96-03058

Name of Respondents

H. J. Meyers & Co., Inc. f/k/a/
Thomas Associates, Inc.,
Chatfield Dean & Co., Inc.,
Shelley Jones, Frederick Wiegand, Jr.,
and Jack Vink

REPRESENTATION

For Claimant:

Jonathan W. Evans, Esq.
Jonathan W. Evans & Associates
Los Angeles, California

For Respondent
Chatfield Dean & Co., Inc.:

Christa D. Taylor
Chatfield Dean & Co., Inc.
Greenwood Village, Colorado

For Respondent
Shelley Jones:

In Pro Per

For Respondent
Frederick Wiegand, Jr.:

In Pro Per

For Respondent
Jack Vink:

In Pro Per

CASE INFORMATION

Statement of Claim filed:	June 18, 1996
Claimant's Submission Agreement signed:	June 20, 1996
Amended Statement of Answer filed by Respondent Chatfield Dean & Co., Inc.:	August 28, 1996
Statement of Answer filed by Respondent Frederick Wiegand, Jr.:	August 20, 1996
Statement of Answer filed by Respondent Jack Vink:	August 21, 1996
Respondent Chatfield Dean & Co., Inc.'s, Submission Agreement signed:	August 21, 1996
Respondent Frederick Wiegand, Jr.'s: Submission Agreement signed:	August 20, 1996
Respondent Jack Vink's Submission Agreement signed:	August 22, 1996

HEARING INFORMATION

Pre-Hearing Conference Date / Session:	January 6, 1997 (1 Session) January 29, 1997 (1 Session)
Hearing Dates / Sessions:	May 7, 1997 (2 Sessions) May 8, 1997 (2 Sessions) September 5, 1997 (1 Session)
Hearing Location:	Los Angeles, California

CASE SUMMARY

Claimant alleged that Respondents were negligent in recommending securities and managing Claimant's account. Claimant also alleged that Respondents recommended unsuitable securities, made false and misleading statements, and omissions and engaged in fraud in order to induce the Claimant to purchase securities. Additionally, Claimant asserted that Respondents breached their fiduciary duties owed to Claimant and failed to supervise their brokers. Claimant further alleged that Respondents breached various Federal securities laws and NASD Rules of Fair Practice.

Respondent Chatfield Dean & Co., Inc. denied each and every allegation of wrongdoing set forth in the Claimant's Statement of Claim.

Respondent Frederick Wiegand, Jr. denied each and every allegation of wrongdoing set forth in the Claimant's Statement of Claim.

Respondent Jack Vink denied each and every allegation of wrongdoing set forth in the Claimant's Statement of Claim.

Respondent Shelley Jones filed no formal written Statement of Answer. He testified at the hearing that he believed that his former employer, Chatfield, Dean & Co., had done so on his behalf and would attend to his representation at the hearing through its counsel. Upon inquiry by the Panel, he affirmed that he had read the Statement of Answer filed by Chatfield, Dean & Co., for itself, that he intended it to stand as his own Statement of Answer, and that he desired to proceed with the hearing pro se. The hearing proceeded on this basis.

RELIEF REQUESTED

Claimant requested \$30,967.54 in compensatory damages. Claimant also requested disgorgement of Respondents' commissions earned from trading on her account and 10% interest calculated from the date the investments were made. Claimant further requested that a calculation of a reasonable rate of return consistent with a properly managed account be made and added to the compensatory damages. Claimant also requested punitive damages, costs, expenses, and attorney's fees.

Respondent Chatfield Dean & Co., Inc., requested that Claimant's Claims be dismissed in their entirety and sought costs.

Respondent Frederick Wiegand, Jr. requested that Claimant's Claims be dismissed in their entirety.

Respondent Jack Vink requested that Claimant's Claims be dismissed in their entirety.

OTHER ISSUES CONSIDERED AND DECIDED OR NOT SUBMITTED

Claimant dismissed H. J. Meyers f/k/a Thomas James Associates, Inc. on January 6, 1997.

There were not submitted to arbitration herein and therefore not considered or decided, any claim or claims of the Respondents, Shelley Jones and Jack Vink, or either of them, against any other Respondent or Respondents originally named in Claimant's Statement of Claim, for defense expenses, indemnity, contribution, or the like, arising from any of the acts, omissions, events and transactions underlying this arbitration or the Awards herein made.

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 Regulation, Inc. Office of Dispute Resolution.

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:

LINDA BRAUN v. SHELLEY JONES

Respondent, SHELLEY JONES (also known as SHELLEY AMES JONES, JR.), is liable to and shall pay Claimant, LINDA BRAUN, the following:

Principal	\$ 22,423.82
Pre-award interest thereon at 10% per annum from January 1, 1994 to September 5, 1997 inclusive	\$ 8,252.78
Expert's expense	<u>\$ 3,000.00</u>
	\$ 33,676.60
<u>LESS:</u> Offset for settlement with Chatfield Dean & Co., Inc.	<u>- \$ 11,000.00</u>

Making a total of \$ 22,676.60

Respondent, SHELLEY JONES (also known as SHELLEY AMES JONES, JR.), is further liable to and shall pay Claimant, LINDA BRAUN, an amount equal to five-sixths (5/6) of her filing fee heretofore paid by her such five-sixth (5/6) share amounts to \$100.00.

This award against the Respondent, SHELLEY JONES (also known as SHELLEY AMES JONES, JR.) arises from and is based upon wanton and reckless disregard and breach of fiduciary duty.

LINDA BRAUN v. JACK VINK

Respondent, JACK VINK (also known as LAWRENCE JACK VINK) is liable to and shall pay Claimant, LINDA BRAUN, the following:

Principal	\$ 4,442.00
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Pre-award interest thereon at 10% per annum from August 1, 1995 to September 5, 1997, inclusive	\$ 931.50
	\$ 5,373.50

<u>LESS:</u> Offset for settlement with H.J. Meyers f/k/a Thomas James Associates, Inc.	\$ 4,999.00
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Making a Total of	\$ 374.50
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Respondent, JACK VINK (also known as LAWRENCE JACK VINK), is further liable to and shall pay Claimant, LINDA BRAUN, an amount equal to one-sixth (1/6) of her filing fee heretofore paid by her, such one-sixth (1/6) share amounts to \$20.00.

Claimant's claims for loss of earnings on investments are denied as to all Respondents.

Claimant's claims for exemplary damages are denied as to all Respondents.

Attorney's fees are denied as to all Respondents

All other claims of Claimant, LINDA BRAUN, against Respondents SHELLEY JONES (as known as SHELLEY AMES JONES, JR.) and JACK VINK (also known as LAWRENCE JACK VINK), save those for which an express award is made above, are denied.

FORUM FEES

Pursuant to Rule 10332(c) of the Code of Arbitration Procedure, the following forum fees are assessed against Respondents Shelley Jones and Jack Vink:

One (1) Full Panel Pre-Hearing Conference @ \$400.00/Session	= \$ 400.00
One (1) One Panel Member Pre-Hearing Conference @ \$300.00/Session	= \$ 300.00
<u>Five (5) Hearing Sessions @ \$400.00/Session</u>	<u>= \$2,000.00</u>
Total Fees Assessed:	= \$2,700.00
 <u>Respondent Shelley Jones' Five-Sixth (5/6) Share</u>	 <u>= \$2,250.00</u>
Respondent Shelley Jones' Amount Due	= \$2,250.00
 <u>Respondent Jack Vinks' One-Sixth (1/6) Share</u>	 <u>= \$450.00</u>
Respondent Jack Vinks' Amount Due	= \$450.00

Claimant's Hearing Session Deposit in the amount of \$400.00 shall be refunded by NASD Regulation, Inc.

Fees are payable to NASD Regulation, Inc.

SENT BY:

11-12-98 ; 8:22AM ;NASD ARBITRATION DPT-

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NASD-Arbitration Mediation

ARBITRATORS

Name

Herbert Murez, Esq.

Leo B. Rotter

Janice L. Burnham, Esq.

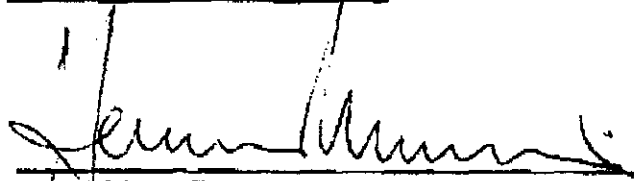
Public / Industry

Public Arbitrator

Industry Arbitrator

Public Arbitrator

Concurring Arbitrators' Signatures



Herbert Murez, Esq.

Leo B. Rotter

Janice L. Burnham, Esq.

Date of Service: _____

ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
Herbert Murez, Esq.	Public Arbitrator
Leo B. Rotter	Industry Arbitrator
Janice L. Burnham, Esq.	Public Arbitrator

Concurring Arbitrators' Signatures

Herbert Murez, Esq.



Leo B. Rotter

Janice L. Burnham, Esq.

Date of Service: _____

SENT BY:

11-12-98 ; 8:23AM ;NASD ARBITRATION DPT-

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ARBITRATORS

Name

Herbert Murtz, Esq.

Leo B. Rottier

Janice L. Burnham, Esq.

NASD Arbitration Mediation

Public / Industry

Public Arbitrator

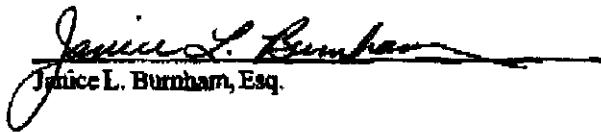
Industry Arbitrator

Public Arbitrator

Concurring Arbitrators' Signatures

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Leo B. Rottier



Janice L. Burnham, Esq.

Date of Service: _____