

**Award**  
**NASD Regulation, Inc.**

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In the Matter of the Arbitration Between:

TDI, Inc., (Claimant) vs. Eugene Dinelli, (Respondent).

Case Number: 99-01513

Hearing Site: Houston, Texas

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**REPRESENTATION OF PARTIES**

Claimant, TDI, Inc., hereinafter referred to as "Claimant": John Strine, Vice President of TDI, Inc. in the pleadings and Douglas Williams, Vice President of TDI, Inc., Englewood, Colorado, at the hearing.

Respondent, Eugene Dinelli, hereinafter referred to as "Respondent": pro se, Houston, Texas.

**CASE INFORMATION**

Statement of Claim filed on or about: March 30, 1999

Claimant signed the Uniform Submission Agreement: March 18, 1999

No Statement of Answer was filed by Respondent.

Respondent did not file a signed Uniform Submission Agreement.

**CASE SUMMARY**

- Claimant asserted the following causes of action: breach of a promissory note and breach of contract. The causes of action related to a promissory note in the amount of \$5,000 executed by Respondent on or about November 3, 1998 and certain provisions contained in the note with regard to repayment of the loan and non-circumvention of any accounts serviced by Claimant.

**RELIEF REQUESTED**

In the Statement of Claim, Claimant requested:

Compensatory Damages

Interest

\$5,000

unspecified

Attorneys' Fees  
Other Costs

unspecified  
unspecified

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

Respondent did not file with the NASD Regulation, Inc. Office of Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to the Code and, having appeared and testified at the hearing, is bound by the determination of the Panel on all issues submitted.

### **AWARD**

After considering the pleadings, the testimony and evidence presented at the hearing, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent, Eugene Dinelli, is liable for and shall pay to Claimant, TDI, Inc., \$5,000 in compensatory damages; and
2. Any and all relief not specifically addressed herein is denied.

### **FEES**

Pursuant to the Code, the following fees are assessed:

#### **Filing Fees**

NASD Regulation, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee = \$400

#### **Member Fees**

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. In this matter, the member firm(s) is TDI, Inc.

Member surcharge = \$200

#### **Forum Fees and Assessments**

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator x \$125 = \$125  
Pre-hearing conference: November 19, 1999 1 session

**= \$125**

December 6, 1999

**1 session**

**= \$250**

1. The Panel has assessed \$250 of the forum fees to Eugene Dinelli.

### Fee Summary

1. Claimant, TDI, Inc., be and hereby is solely liable for:

**= \$400**

**= \$200**

**= \$600**

**= \$725**


**= \$125**

2. Respondent, Eugene Dinelli, be and hereby is solely liable for:  
Forum Fees

**= \$250**

**All balances are due to NASD Regulation, Inc.**

**Concurring Arbitrator's Signature**

  
William Lacy  
Industry Arbitrator, Presiding Chair

1-26-00  
Signature Date

**Date of Service (For NASD office use only)**