

**Award**  
**FINRA Dispute Resolution Services**

---

In the Matter of the Arbitration Between:

Claimants

Craig D. Breitsprecher  
Breitsprecher and Associates LLC

Case Number: 20-01571

vs.

Respondents

Andrew M. Komarow  
Komarow Financial Planning, LLC

Hearing Site: Hartford, Connecticut

---

Awards are rendered by independent arbitrators who are chosen by the parties to issue final, binding decisions. FINRA makes available an arbitration forum—pursuant to rules approved by the SEC—but has no part in deciding the award.

Nature of the Dispute: Associated Person and Non-Member vs. Associated Person and Non-Member

The evidentiary hearing was conducted by videoconference.

**REPRESENTATION OF PARTIES**

For Claimants Craig D. Breitsprecher (“Breitsprecher”), and Breitsprecher and Associates LLC: Jonathan M. Shapiro, Esq., Aeton Law Partners, LLP, Middletown, Connecticut.

For Respondents Andrew M. Komarow (“Komarow”), and Komarow Financial Planning, LLC: Louis D. Tambaro, Esq., Offit Kurman, P.A., Iselin, New Jersey.

**CASE INFORMATION**

Statement of Claim filed on or about: May 18, 2020.

Statement of Answer to the Counterclaim filed on or about: August 27, 2020.

Craig D. Breitsprecher signed the Submission Agreement: May 15, 2020.

Breitsprecher and Associates LLC signed the Submission Agreement: May 15, 2020.

Joint Statement of Answer filed by Respondents on or about: July 3, 2020

Andrew M. Komarow signed the Submission Agreement: July 3, 2020.

Komarow Financial Planning, LLC signed the Submission Agreement: July 3, 2020.

### **CASE SUMMARY**

In the Statement of Claim, Claimants asserted the following causes of action: breach of contract; conversion; civil theft; declaratory relief; and breach of the covenant of good faith and fair dealing.

Unless specifically admitted in the Statement of Answer and Counterclaim, Respondents denied the allegations made in the Statement of Claim, asserted various affirmative defenses and asserted the following cause of action: breach of contract.

Unless specifically admitted in the Statement of Answer to the Counterclaim, Claimant denied the allegations made in the Counterclaim and asserted various special defenses.

### **RELIEF REQUESTED**

In the Statement of Claim, Claimants requested compensatory damages in the amount of \$31,491.70; pre-judgment and post-judgment interest; punitive damages; treble damages pursuant to Conn. Gen. Stat. § 52-564; attorneys' fees and costs; a declaration that Respondents have released Claimants of all claims relating to the Partnership and that Claimants are not required to provide any accounting to Respondents; and such other and further legal and equitable relief as the Panel deems necessary and proper.

In the Statement of Answer and Counterclaim, Respondents requested that the Statement of Claim be dismissed; compensatory damages in the amount of \$15,665.00; liquidated damages in the amount of at least \$100,000.00 per incident; attorneys' fees, pre-judgment interest and costs; and any other relief the Panel deems equitable and just.

In the Statement of Answer to the Counterclaim, Claimant requested that the Counterclaim be denied.

At the hearing, Claimant requested \$28,087.93 in compensatory damages.

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

The Arbitrators acknowledge that they have each read the pleadings and other materials filed by the parties.

On February 2, 2022, Respondents filed a Motion to proceed with Virtual Hearings. On February 3, 2022, Claimants filed a response opposing the Motion to proceed with Virtual Hearings and Respondents filed a Reply in further support of their motion to proceed with Virtual Hearings. By Order dated February 3, 2022, the Panel granted Respondents' Motion to proceed with Virtual Hearings.

The Award in this matter may be executed in counterpart copies.

### **AWARD**

After considering the pleadings, the testimony and evidence presented at the hearing, and any

post-hearing submissions, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondents are jointly and severally liable for and shall pay to Claimants the sum of \$28,087.93 in compensatory damages.
2. Claimants are jointly and severally liable for and shall pay to Respondents the sum of \$14,165.00 in compensatory damages.
3. This award is subject to an offset as described in item 4 below.
4. Respondents' award in the amount of \$14,165.00 in item 2 above is an offset to Claimants' award in the amount of \$28,087.93. As such, Respondents are jointly and severally liable for and shall pay to Claimants the amount of \$28,087.93 minus \$14,165.00 awarded to Respondents, for a net amount due to Claimants of \$13,922.93.
5. Respondent Komarow is awarded Tenpath Financial Group name as his intellectual property.
6. Claimants and Respondents shall provide each other a Declaration releasing each other from any additional claims and no accountings required.
7. Any and all claims for relief not specifically addressed herein, including any requests for punitive damages, treble damages, and attorneys' fees, are denied.

### **FEES**

Pursuant to the Code of Arbitration Procedure ("Code"), the following fees are assessed:

#### **Filing Fees**

FINRA Dispute Resolution Services assessed a filing fee\* for each claim:

Initial Claim Filing Fee	=\$ 975.00
Counterclaim Filing Fee	=\$ 1,425.00

*\*The filing fee is made up of a non-refundable and a refundable portion.*

#### **Member Fees**

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated persons at the time of the event giving rise to the dispute. Accordingly, as Breitsprecher and Komarow's firm, LPL Financial LLC is assessed the following:

Member Surcharge	=\$ 1,100.00
Member Process Fee	=\$ 3,250.00

**Postponement Fees**

Postponements granted during these proceedings for which fees were assessed or waived:

December 9-10, 2021, postponement requested by Respondents	= \$	1,125.00
<hr/>		
Total Postponement Fees	= \$	1,125.00

The Panel has assessed \$562.50 of the postponement fees to Claimants.

The Panel has assessed \$562.50 of the postponement fees to Respondents.

**Hearing Session Fees and Assessments**

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

Six (6) pre-hearing sessions with the Panel @ \$1,125.00/session	= \$	6,750.00
Pre-Hearing Conferences:		
August 28, 2020	1 session	
September 30, 2020	1 session	
January 27, 2021	1 session	
March 9, 2021	1 session	
June 23, 2021	1 session	
February 4, 2022	1 session	
Five (5) hearing sessions @ \$1,125.00/session	= \$	5,625.00
Hearings:		
February 9, 2022	2 sessions	
February 10, 2022	3 sessions	
<hr/>		
Total Hearing Session Fees	= \$	12,375.00

The Panel has assessed \$6,750.00 of the hearing session fees, jointly and severally, to Claimants.

The Panel has assessed \$5,625.00 of the hearing session fees, jointly and severally, to Respondents.

All balances are payable to FINRA Dispute Resolution Services and are due upon receipt.

**ARBITRATION PANEL**

Samuel H. Chorches	-	Public Arbitrator, Presiding Chairperson
Akwasi Agyeman	-	Public Arbitrator
Cynthia Catherine Anger	-	Non-Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument, which is my award.

**Concurring Arbitrators' Signatures**

***Samuel H. Chorches***

\_\_\_\_\_  
Samuel H. Chorches  
Public Arbitrator, Presiding Chairperson

***02/22/2022***

\_\_\_\_\_  
Signature Date

***Akwasi Agyeman***

\_\_\_\_\_  
Akwasi Agyeman  
Public Arbitrator

***02/23/2022***

\_\_\_\_\_  
Signature Date

***Cynthia Catherine Anger***

\_\_\_\_\_  
Cynthia Catherine Anger  
Non-Public Arbitrator

***02/22/2022***

\_\_\_\_\_  
Signature Date

Awards are rendered by independent arbitrators who are chosen by the parties to issue final, binding decisions. FINRA makes available an arbitration forum—pursuant to rules approved by the SEC—but has no part in deciding the award.

February 23, 2022

\_\_\_\_\_  
Date of Service (For FINRA Dispute Resolution Services use only)