In the Matter of the Arbitration Between

George O. Quaye

Award No.
94-02478

Robert Todd Financial Corporation
Joseph J. Lopresti
Charles V. Malico

REPRESENTATION

For Claimant, George O. Quay ("Claimant"), appeared Keith Grover, Esq. from Mallilo & Grossman located in Flushing, NY.

For Respondent, Charles V. Malico ("Malico"), appeared Alfred J. Parisi, a sole practitioner, located in Brooklyn, NY.

Respondent Joseph Lopresti ("Lopresti") settled their dispute with Claimant prior to the hearing. Therefore, no representative appeared for this Respondent.

Respondent Robert Todd Financial Corp. ("Robert Todd") did not appear at the hearing.

CASE INFORMATION

Statement of Claim was filed June 27, 1994.
Claimant's Submission Agreement was signed on June 21, 1994.

Statement of Answer was filed by Charles Malico on January 19, 1995. Charles Malico failed to sign a Submission Agreement.

Statement of Answer was filed by Robert Todd on October 21, 1994. Robert Todd's Submission Agreement was filed on October 21, 1994.
HEARING INFORMATION

Hearing Date/Sessions: August 8, 1995 — 2 Sessions

Hearing Location: All hearings were held at the National Association of Securities Dealers, Inc. offices located in New York City, NY.

CASE SUMMARY

Claimant alleged that he purchased stocks through John Koudessau, an agent of Robert Todd Corp., who resigned in March 1993. Claimant alleged that in June 1993, without Claimant’s consent, Robert Todd, transferred the accounts to Werthim Schroder & Co. Claimant further alleged that Charles Malico, Koudossou’s replacement, had purchased stocks without Claimant’s consent and demanded payment which was never credited to the account. Additionally, Claimant further alleged that Malico purchased another 5,000 shares of stock and demanded $15,000.00 which was not paid. Claimant alleged that his account was charged $15,000.00 for the unauthorized purchase and credited with $12,490.00 for the sale of the stock.

Claimant further alleged that all of the stocks he owned had been placed on margin by Koudossou, who denied these allegations. Claimant alleged that Bernie Golombe, a senior official, told him that he lacked credibility for his complaints against Malico. Claimant alleged that trading continued on his account until May 27, 1994 without his consent.

Malico denied all the allegations made by Claimant and stated that he never made an unauthorized trade of any stock on behalf of Claimant. Malico maintained that he never promised any credit to Claimant’s account and the stock was fully paid for by Claimant.

Robert Todd denied all allegations asserted against him by Claimant. Robert Todd denied knowledge and information sufficient to form a belief as to the communications between Claimant and Malico. Robert Todd maintains that Claimant opened a margin account and had been paying margin interest from the inception. Robert Todd maintains that Claimant’s account has been correctly charged and any trading that took place was to cover Claimant’s costs.

As affirmative defenses, Robert Todd asserted that all transactions occurred with Claimant’s authorization; that Robert Todd’s supervision of its Registered Representatives was in accordance with all applicable Rules and Regulations; and that Claimant failed to mitigate his damages, if any.
RELIEF REQUESTED

Claimant requested an investigation of this matter and demanded arbitration to recover the losses from this mismanagement.

Malico requested that all claims be dismissed. Robert Todd requested that the Statement of Claim be denied in its entirety, and for such further and other relief as the panel deems appropriate.

OTHER ISSUES CONSIDERED & DECIDED

The arbitration panel made the following ruling as to Robert Todd who filed an answer and a properly executed submission of the dispute to NASD arbitration and failed to appear at the New York hearing conducted in this matter without obtaining any adjournment/postponement thereof:

OTHER ISSUES:

The arbitration panel found that the NASD, pursuant to Sections 21, 26 and 29 of the NASD Code of Arbitration Procedure, provided Robert Todd with "due notice" of all hearings conducted in this matter by regular and certified mail. The panel, therefore, determined to proceed with these hearings in the absence of Robert Todd.

The parties have agreed that the Award in this matter may be executed in counterpart copies and agreed to receive conformed copies of the Award while the originals remain on file with the NASD.

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:

1) Respondents Malico and Robert Todd be and hereby are jointly and severally liable and shall pay to the Claimant the sum of $1,000.00.
2) Respondent Robert Todd be and hereby is liable and shall pay Claimant the sum of $43,370.00
3) Each party shall bear their respective costs including attorney's fees.
4) All other claims be and hereby are denied.
Pursuant to Section 43(c) of the Code of Arbitration Procedure, the following Forum Fees are assessed:

- Non-refundable filing fee: $200.00
- Hearing Session Deposit ($750.00 x 2 sessions): $1,500.00
- Total Fees: $1,700.00

1) Claimant paid $950.00
2) Malico and Robert Todd be and hereby are jointly and severally liable and shall pay to the NASD the sum of $250.00.
3) Robert Todd be and hereby is liable and shall pay to the NASD the sum of $1,450.00.

Fees are payable to the National Association of Securities Dealers, Inc.
I, Mark R. Greenberg, do hereby affirm pursuant to Article 7507 of the Civil Procedure Law and Rules, that this is my decision in the above-captioned matter.

Mark R. Greenberg

NASD Date of Decision: October 9, 1995
AFFIRMATION

I, [NAME], do hereby affirm pursuant to Article 7507 of the Civil Procedure Law and Rules, that this is my decision in the above-captioned matter.

Concurring Arbitrators’ Signatures

Name

[Signature]

[Name]

Lawrence A. Pittore, Esq.

Public/Industry

Date of Decision: [Date]

NASD Date of Decision: October 9, 1995
AFFIRMATION

I, Alexander J. Gillespie, do hereby affirm pursuant to Article 7507 of the Civil Procedure Law and Rules, that this is my decision in the above-captioned matter.

Concurring Arbitrator's Signature
Name

Alexander J. Gillespie, Esq.

NASD Date of Decision: October 9, 1995
NASD AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between

Kimberly Stark

and

NASD Case Number 94-02482

Dickinson & Company

REPRESENTATION OF PARTIES

Claimant, Kimberly Stark was represented by Philip Durst, Esq. of Wiseman, Durst, Tuddenham & Owen located in Houston, Texas.

Respondent, Dickinson & Company was represented by Kasey Kincaid, Esq. of Faegre & Benson located in Des Moines, IA.

CASE INFORMATION

The Statement of Claim was filed on or about June 28, 1994.

The Submission Agreement of Claimant, Kimberly Stark was signed on June 21, 1994.

The Statement of Answer was filed by Respondent, Dickinson & Company on or about September 12, 1994.

The Submission Agreement of Respondent, Dickinson & Company was signed on October 12, 1994 by Thomas M. Swartwood, Executive Vice President and General Counsel.

HEARING INFORMATION

The hearings were held on September 19, 1995 in Houston, Texas for a total of two (2) sessions.
CASE SUMMARY

Claimant, Kimberly Stark ("Stark") was employed as a registered representative by Respondent, Dickinson & Company ("Dickinson") in the Austin, Texas office. The Claimant alleged that she was wrongfully terminated and harassed by the Respondent in July, 1993 because of her complaints of sexual harassment and of a sexually hostile work environment and for requesting medical leave. Claimant alleged that she was doing well in her job as a broker until she spoke out against the sexually hostile treatment. Claimant alleged that examples of this sexually hostile treatment included the use of derogatory statements towards women and being passed 900 phone sex lines from other employees. Stark alleged that when she began to complain she was treated with increased hostility by co-workers and by management. Claimant alleged that she requested a brief medical leave since the stress associated with her workplace environment had affected her pre-existing handicap of narcolepsy. According to Stark, when she informed the branch manager of the situation, she was ordered out of the office and received a letter informing her that she was terminated for disruptive behavior and lack of production.

Respondent, Dickinson & Company denied all allegations related to this claim. The Respondent denied that Claimant was sexually harassed or that the office maintained a hostile environment. Respondent alleged that Claimant was frequently tardy for work and missed numerous training sessions. Respondent further alleged that Claimant frequently resorted to loud and disruptive behavior in the office. Respondent maintained that its decision to terminate was made after considering Claimant's poor sales production and her disruptive behavior in the office.

RELIEF REQUESTED

Claimant, Kimberly Stark requested an award for full back pay and benefits; reinstatement to her former position or, in lieu of reinstatement, an award of front pay; compensatory and punitive damages not to exceed $300,000.00; attorneys' fees; and costs.

Respondent, Dickinson & Company requested that the claims asserted against it be denied in their entirety.

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.
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:

1. Respondent, Dickinson & Company is hereby liable for and shall pay to Claimant, Kimberly Stark the sum of $6,825.00 in compensatory damages;

2. Respondent, Dickinson & Company is hereby liable for and shall pay to Claimant, Kimberly Stark attorneys' fees in the amount of $15,825.00. In determining to award attorneys' fees, the arbitrators considered both federal and Texas state law, the Americans with Disabilities Act, the Texas Human Rights Commission Act and Title VII, as amended by the Civil Rights Act of 1991, which was the legal authority provided by the Claimant;

3. Respondent, Dickinson & Company is hereby liable for and shall pay to Claimant, Kimberly Stark the amount of $2,350.00 for costs;

4. Respondent, Dickinson & Company is hereby liable for and shall pay to Claimant, Kimberly Stark interest at the highest legal rate under Texas law on all monetary damages awarded and interest will begin to accrue on the date the award is served by the NASD;

5. Any relief not specifically granted herein is hereby denied; and

6. The parties shall bear their own costs except for those specifically enumerated herein.

FORUM FEES

Forum fees are calculated at the rate of $600.00 per hearing session. There were two (2) hearing sessions x $600.00 = $1,200.00 in forum fees. Pursuant to Section 43(b) of the NASD Code of Arbitration Procedure, a hearing session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with an arbitrator, which lasts four (4) hours or less.

Pursuant to Section 43(c) of the NASD Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. ("NASD") shall retain the non-refundable filing fee in the amount of $250.00 and shall retain as forum fees the hearing session deposit in the amount of $600.00 previously deposited with the NASD by the Claimant. The Respondent, Dickinson & Company is hereby liable for and shall pay to the Claimant, Kimberly Stark the sum of $250.00 as reimbursement. Respondent, Dickinson & Company is liable for and shall pay to the NASD the sum of $600.00 in
additional forum fees. Respondent, Dickinson & Company is liable for and shall pay to the NASD the sum of $200.00 for the member surcharge assessed in accordance with Section 45 of the NASD Code of Arbitration Procedure.

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

Arbitrators' Signatures: Dated:

Martha Failing, Esq.  October 24, 1995
Martha Failing, Esq.
Public Arbitrator, Presiding Chair

Campbell A. Griffin, Jr., Esq.  October 25, 1995
Campbell A. Griffin, Jr., Esq.
Public Arbitrator

Karen Settle Newton  October 26, 1995
Karen Settle Newton
Industry Arbitrator

Date served by the NASD:  October 16, 1995