

**Stipulated Award**  
**NASD Dispute Resolution, Inc.**

---

In the Matter of the Arbitration Between

Names of Claimants

Edward Feldman, as Trustee of the Edward  
Feldman Revocable Trust  
Beatrice Eibner  
Frances T. Hammes  
Donald D. and Mary V. Nixon  
Paul Oswald  
Edward W. and Sondra L. Persichetti  
Kenneth Porter, Jr.  
Frank A. Romano, individually and as Trustee  
of The Romano Family Trust

Case No. 00-03283

Hearing Site: Boca Raton, Florida

Names of Respondents

Anchor Management Group, Inc  
Louis Joseph Spaccio, Jr  
David Anthony Stevens

---

**REPRESENTATION OF PARTIES**

For Edward Feldman as Trustee of the Edward Feldman Revocable Trust ("Feldman"), Beatrice Eibner ("Eibner"), Frances T. Hammes ("Hammes"), Donald D. and Mary V. Nixon ("Nixons"), Paul Oswald ("Oswald"), Edward W. and Sondra L. Persichetti ("Persichettis"), Kenneth Porter, Jr. ("Porter"), and Frank A. Romano individually and as Trustee of the Romano Family Trust ("Romano"), hereinafter collectively referred to as "Claimants": Michael J.C. Degnan, Esq., Casey & Molchan, P.A., Boca Raton, Florida until a substitution of counsel took place on April 27, 2001. Thereafter, Claimants were represented by Robert W. Pearce, Esq. and Michael C. Degnan, Esq., Robert Wayne Pearce, P.A., Boca Raton, Florida.

For Anchor Management Group, Inc. ("Anchor") and Louis Joseph Spaccio, Jr. ("Spaccio"): Justin Kam, Esq. and Jack Stein, Esq., Stein, Rosenberg & Winikoff, P.A., Fort Lauderdale, Florida.

For Respondent David Anthony Stevens ("Stevens"): James M. Nicholas, Esq., Melbourne, Florida.

**CASE INFORMATION**

Statement of Claim filed on or about: August 1, 2000.

Claimant Eibner signed the Uniform Submission Agreement: July 22, 1999.  
Claimant Feldman signed the Uniform Submission Agreement: August 5, 1999.  
Claimant Hammes signed the Uniform Submission Agreement: August 3, 1999.  
Claimants Nixons signed the Uniform Submission Agreement: July 27, 1999.  
Claimant Oswald signed the Uniform Submission Agreement: August 4, 1999.  
Claimants Persichettis signed the Uniform Submission Agreement: July 27, 1999.  
Claimant Porter signed the Uniform Submission Agreement: July 22, 1999.  
Claimant Romano signed the Uniform Submission Agreement as Trustee of the Romano Family Trust: August 3, 1999.  
Claimant Romano signed the Uniform Submission Agreement: July 26, 1999.  
Statement of Answer filed by Respondents Anchor and Spaccio on or about: October 13, 2000.  
Statement of Answer filed by Respondent Stevens on or about: April 16, 2001.  
Respondent Anchor signed the Uniform Submission Agreement: October 16, 2000.  
Respondent Spaccio signed the Uniform Submission Agreement: October 6, 2000.  
Respondent Stevens signed the Uniform Submission Agreement: April 9, 2001.  
Cross-Claim filed by Respondent Stevens on or about: June 4, 2001.

### **CASE SUMMARY**

Claimants asserted the following: 1) Respondents breached their duty of due diligence to Claimants; and 2) Respondents made fraudulent misrepresentations or omissions to Claimants. The causes of action relate to Claimant's purchases of Keller securities.

Unless specifically admitted in their Answers, Respondents denied the allegations made in the Statement of Claim and asserted various defenses.

Further, Respondent Stevens asserted the following in his cross-claim: Respondents Anchor and Spaccio instructed Respondent Stevens to advise customers of the availability of Keller securities. Respondents Anchor and Spaccio realized a direct financial gain in unequal proportions to that of Respondent Stevens in relation to Claimants' purchases of Keller securities.

### **RELIEF REQUESTED**

Claimants requested rescissory damages of \$200,000.00, plus interest, and the costs of this proceeding including witness fees.

Respondents requested that all claims be dismissed in their entirety and that all references to this matter be expunged from the NASD Central Registration Depository ("CRD") record of Respondent Spaccio.

Further, Respondent Stevens requested indemnification and/or contribution from Respondents Spaccio and Anchor for any amounts which may be entered against Respondent Stevens plus

attorney's fees and costs of this action.

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

On or about June 26, 2001, the parties submitted two Stipulations of Settlement for Entry of an Arbitration Award (the "Stipulations") wherein the parties requested that the undersigned arbitrators (the "Panel") incorporate the Stipulations into this Award.

The parties have agreed that the Stipulated Award in this matter may be executed in counterpart copies.

### **AWARD**

After considering the pleadings and the Stipulations, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent Stevens agrees to pay and shall pay the sum of \$20,000.00 in total and complete settlement of all of Claimants' claims filed against Respondent Stevens in this arbitration proceeding in monthly installments, with a five (5) day grace period, as follows:
  - A. \$500.00 per month due on the first day of each month commencing August 1, 2001 and through December 1, 2001; and
  - B. continuing thereafter on January 1, 2002 in monthly installments of \$1,000.00 per month due on the first day of each month thereafter until paid in full, by check payable to the Robert Wayne Pearce, P.A. Trust Account for the benefit of Claimants.
2. The execution of the Stipulation of Settlement for Entry of Arbitration Award on or before June 26, 2001 shall be a condition precedent to this settlement.
3. Claimants and Respondent Stevens agree and consent to the entry by the Circuit Court of an Order Confirming the Arbitration Award and to Final Judgment thereon. The Claimants agree not to execute on any Final Judgment entered by the Circuit Court against Respondent Stevens as long as installment payments are made by Respondent Stevens in accordance with paragraph 1, above. Respondent Stevens agrees and consents to service of process of the Petition to Confirm the Arbitration Award to be made on James M. Nicholas, Esq. as Respondent Stevens' agent, who agrees to accept such service. Upon receipt of the \$20,000.00, Claimants' counsel shall execute a Satisfaction of Final Judgment with regard to Respondent Stevens.
4. The prevailing party in any litigation that is necessary to enforce this settlement, the Arbitration Award, and/or the Final Judgment shall be entitled to an award of all expenses, including reasonable attorney's fees, incurred in the collection of the settlement proceeds

and/or in the enforcement of this settlement, the Arbitration Award, and/or the Final Judgment, including but not limited to, those incurred in relation to trial, appellate, bankruptcy, or other court proceedings.

5. Claimants and Respondent Stevens shall bear their own attorneys' fees and costs incurred in connection with any confirmation proceedings and, except as provided in paragraph 4 above, each party shall bear their own attorney's fees and costs incurred in connection with this arbitration proceeding.

6. Respondent Anchor agrees to pay and shall pay the sum of \$28,000.00 in total and complete settlement of all the Claimants' claims filed against the brokerage firm in this arbitration proceeding which shall be paid \$20,000.00 concurrent with the signing of this Stipulation of Settlement and \$8,000.00 four (4) months thereafter to the law firm of Robert Wayne Pearce, P.A. Trust Account for the benefit of the Claimants by wire transfer or cashier's check.

7. The payment of the \$20,000.00 installment by Respondent Anchor shall be a condition precedent to this settlement and be paid to and received by Claimants' counsel on or before June 26, 2001.

8. Upon receipt of payment of the initial \$20,000.00 installment by Respondent Anchor, Claimants' counsel shall file a Notice of Dismissal With Prejudice of all claims against Respondent Spaccio.

9. Claimants agree that the Arbitration Panel may order the expungement of all references to this claim against Respondent Spaccio from any files at the NASD CRD. As such, the Panel recommends the expungement of all references to the above captioned arbitration from Respondent Spaccio's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notice to Members 99-09 and 99-54, Respondent Spaccio must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

10. Claimants shall not oppose the entry of any Arbitration Panel and/or Court Order confirming the Arbitration Award in the Circuit Court in Broward County, Florida.

11. Respondent Spaccio shall bear sole responsibility for confirmation of the Arbitration Award and obtaining the Court Order approving the expungement with the undersigned Claimants' counsel's office accepting service of Respondent's petition for confirmation of the Arbitration Award for that purpose.

12. Claimants agree and covenant not to sue Respondents Anchor and Spaccio for any matter arising out of this arbitration proceeding other than to enforce the Arbitration Award.

13. Respondent Spaccio agrees and covenants not to sue Claimants for any matter arising out of the filing of this arbitration proceeding including, but not limited to, any claim for

malicious prosecution or abuse of process.

14. Claimants and Respondents Anchor and Spaccio agree that each party shall bear all attorneys' fees and costs incurred in connection with this arbitration proceeding and/or which may be incurred in connection with the Circuit Court action confirming the Arbitration Award.

15. Claimants and Respondents Stevens, Anchor and Spaccio agree and consent to the exclusive venue and jurisdiction of the Circuit Court in and for Broward County, Florida for the purpose of confirming the Arbitration Award to Final Judgment.

### **FEES**

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

#### **Filing Fees**

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

Initial claim filing fee	= \$300.00
Cross-claim filing fee	= \$300.00

#### **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 person at the time of the event giving rise to the dispute. In this matter, the member firm is a party.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$2,500.00

#### **Adjournment Fees**

No adjournments were requested during these proceedings.

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

The panel has the authority to assess forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with Panel x \$1,125.00	= \$1,125.00
Pre-hearing conference:      Date April 9, 2001	1 session
<hr/>	
Total Forum Fees	= \$1,125.00

The panel has assessed the total forum fees of \$1,125.00 jointly and severally to Respondents Stevens, Anchor and Spaccio.

**Administrative Costs**

Administrative costs are expenses incurred due to a request by a party for special services including, but not limited to, additional copies of arbitrator awards beyond those provided without charge, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred during these proceedings.

**Fee Summary**

Claimants be and hereby are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
Retained Hearing Session Deposit (Rule 10332(g) of the Code)	= \$1,125.00
<hr/>	
Total Fees	= \$1,425.00
Less payments	= \$1,425.00
<hr/>	
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

Respondent Anchor be and hereby is solely liable for:

Member Fees	= \$4,600.00
<hr/>	
Total Fees	= \$4,600.00
Less payments	= \$ 0.00
<hr/>	
Balance Due NASD Dispute Resolution, Inc.	= \$4,600.00

Respondent Stevens be and hereby is solely liable for:

Cross-Claim Filing Fee	= \$ 300.00
<hr/>	
Total Fees	= \$ 300.00
Less payments	= \$ 0.00
<hr/>	
Balance Due NASD Dispute Resolution, Inc.	= \$ 300.00

Respondents Stevens, Anchor and Spaccio be and hereby are jointly and severally liable for:

Forum Fees	= \$1,125.00
<hr/>	
Total Fees	= \$1,125.00
Less payments	= \$ 0.00
<hr/>	

Balance Due NASD Dispute Resolution, Inc. = \$1,125.00

All balances are due and payable to NASD Dispute Resolution, Inc. immediately upon receipt of the Award by the parties pursuant to Rule 10330(g) of the Code.

**ARBITRATION PANEL**

<i>Robert J. Saex</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Frederick P. Hartman, CPA</i>	-	<i>Public Arbitrator</i>
<i>Roark Young</i>	-	<i>Non-Public Arbitrator</i>

**Concurring Arbitrators' Signatures**

\_\_\_\_\_  
/s/  
Robert J. Saex  
Public Arbitrator, Presiding Chair

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

\_\_\_\_\_  
/s/  
Frederick P. Hartman, CPA  
Public Arbitrator

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

\_\_\_\_\_  
/s/  
Roark Young  
Non-Public Arbitrator  
This arbitrator respectfully dissents  
from the decision of the panel.

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

February 25, 2002  
Date of Service (For NASD-Dispute Resolution office use only)

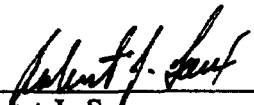
Balance Due NASD Dispute Resolution, Inc. = \$1,125.00

All balances are due and payable to NASD Dispute Resolution, Inc. immediately upon receipt of the Award by the parties pursuant to Rule 10330(g) of the Code.

**ARBITRATION PANEL**

<i>Robert J. Saex</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Frederick P. Hartman, CPA</i>	-	<i>Public Arbitrator</i>
<i>Roark Young</i>	-	<i>Non-Public Arbitrator</i>

**Concurring Arbitrators' Signatures**

  
\_\_\_\_\_  
Robert J. Saex  
Public Arbitrator, Presiding Chair

2/8/02  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Frederick P. Hartman, CPA  
Public Arbitrator

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

\_\_\_\_\_  
Roark Young  
Non-Public Arbitrator

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

\_\_\_\_\_  
Date of Service (For NASD-Dispute Resolution office use only)



LCM  
**RECEIVED**

Balance Due NASD Dispute Resolution, Inc. = \$1,125.00

FEB 11 2002

**FL ARBITRATION**

All balances are due and payable to NASD Dispute Resolution, Inc. immediately upon receipt of the Award by the parties pursuant to Rule 10330(g) of the Code.

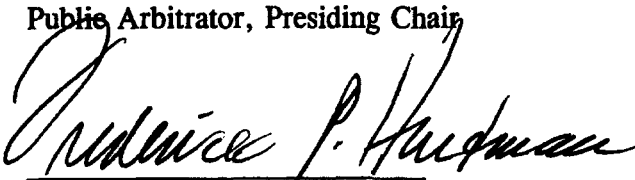
**ARBITRATION PANEL**

<i>Robert J. Saex</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Frederick P. Hartman, CPA</i>	-	<i>Public Arbitrator</i>
<i>Roark Young</i>	-	<i>Non-Public Arbitrator</i>

**Concurring Arbitrators' Signatures**

\_\_\_\_\_  
Robert J. Saex  
Public Arbitrator, Presiding Chair

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



\_\_\_\_\_  
Frederick P. Hartman, CPA  
Public Arbitrator

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

\_\_\_\_\_  
Roark Young  
Non-Public Arbitrator

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

\_\_\_\_\_  
Date of Service (For NASD-Dispute Resolution office use only)

Balance Due NASD Dispute Resolution, Inc. = \$1,125.00

All balances are due and payable to NASD Dispute Resolution, Inc. immediately upon receipt of the Award by the parties pursuant to Rule 10330(g) of the Code.

**ARBITRATION PANEL**

<i>Robert J. Saex</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Frederick P. Hartman, CPA</i>	-	<i>Public Arbitrator</i>
<i>Roark Young</i>	-	<i>Non-Public Arbitrator</i>

**Concurring Arbitrators' Signatures**

\_\_\_\_\_  
Robert J. Saex  
Public Arbitrator, Presiding Chair

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

\_\_\_\_\_  
Frederick P. Hartman, CPA  
Public Arbitrator

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

*Roark Young*  
\_\_\_\_\_  
Roark Young - Dissent  
Non-Public Arbitrator

*2/21/02*  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Date of Service (For NASD-Dispute Resolution office use only)