

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between

Name of Claimant

Bruce Grossinger

Case No. 00-03824

Name of Respondents

Morgan, Taylor & Associates, Inc.
Craig A. Cory
Gregory Small
John Ludemann, Jr.
Jamie M. Landes
Fiserv Correspondent Services, Inc.

Hearing Site: Philadelphia, PA

REPRESENTATION OF PARTIES

Claimant, Bruce Grossinger ("Grossinger"), hereinafter referred to as "Claimant": Nicholas J. Guiliano, Esq., Attorney at Law, Philadelphia, PA.

Respondent, Morgan, Taylor & Associates, Inc. ("MTA") hereinafter referred to as "Respondent Morgan, Taylor" did not appear at the hearing.

Respondent, Craig A. Cory ("Cory"), hereinafter referred to as "Respondent Cory": Howard E. Greenberg, Esq., Law Offices of Howard E. Greenberg, Esq., Hauppauge, NY.

CASE INFORMATION

Statement of Claim filed on: August 31, 2000
Claimant signed the Uniform Submission Agreement: August 30, 2000
Amended Statement of Claim filed on: February 5, 2001
Second Amended Statement of Claim filed on: February 27, 2001

Statement of Answer and Motion to Dismiss filed by Respondents MTA, Cory and Gregory Small ("Small"): December 7, 2000
Response to Claimant's Amended Statement of Claim filed by Respondents MTA, Cory, and Small: February 20, 2001
Response to Claimant's Second Amended Statement of Claim filed by MTA, Cory and Small: March 26, 2001
Respondent MTA signed the Uniform Submission Agreement: November 1, 2000
Respondent Cory signed the Uniform Submission Agreement: November 1, 2000

Respondent Small signed the Uniform Submission Agreement: November 1, 2000
Statement of Answer and Motion to Dismiss Claimant's Amended Statement of Claim
filed by Respondent Fiserv Correspondent Services, Inc. ("FCS") on: March 27, 2001
Respondent FCS signed the Uniform Submission Agreement: March 27, 2001
Statement of Answer and Motion to Dismiss Claimant's Claim filed by Respondent John
Ludemann, Jr. ("Ludemann") on: September 14, 2001
Respondent Ludemann did not file a Uniform Submission Agreement
Respondent Jamie M. Landes ("Landes") did not file a Statement of Answer or a Uniform
Submission Agreement
Respondent Philip Florio ("Florio") did not file a Statement of Answer or a Uniform
Submission Agreement
Claimant entered a Stipulation of Dismissal with prejudice as to Respondent Small on
September 25, 2001
Claimant entered a Stipulation of Dismissal with prejudice as to Respondents Landes and
Florio on November 5, 2001
Claimant entered a Stipulation of Dismissal with prejudice as to Respondent Ludemann
on November 30, 2001

CASE SUMMARY

Claimant asserted, among other things, the following causes of action: fraud in connection with the sale of securities; the sale of unsuitable securities; unauthorized trading; fraudulent use of a margin account; breach of fiduciary duty; failure to supervise; and, a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act. The causes of action relate to the purchase of various stocks, including Citrix.

Unless specifically admitted in its Answer, Respondents MTA, Cory and Small denied the allegations made in the Statement of Claim, the Amended Statement of Claim, and the Second Amended Statement of Claim and asserted the following defenses: failure to state a claim upon which relief can be granted; Claimant was contributorily negligent; Claimant failed to mitigate damages; the Statement of Claim is barred by the doctrines of waiver, laches, and ratification; Claimant assumed any risk involved in the transactions; there is no private right of action for claims alleging violations of NASD rules; there was no fiduciary duty owed; and, Claimant signed a choice of law provision designating the laws of Colorado would govern, not Pennsylvania.

Unless specifically admitted in its Answer, Respondent FCS denied the allegations made in the Statement of Claim, the Amended Statement of Claim, and the Second Amended Statement of Claim and asserted the following defenses: FCS owed Claimant no duty (fiduciary or otherwise) to Claimant; no private cause of action exists for alleged NASD Rule violations; FCS owed Claimant no duty to supervise or to determine suitability; FCS did not owe Claimant a duty to disclose; failure to state a claim upon which relief could be granted; Claimant fails to state a claim against FCS for willful participation; Claimant's claim is barred by the doctrines of estoppel, assumption of risk, waiver, and laches; and, Claimant failed to mitigate damages.

Unless specifically admitted in its Answer, Respondent Ludemann denied the allegations made in the Statement of Claim, the Amended Statement of Claim, and the Second Amended Statement of Claim and asserted, among other things, the following defenses: Claimant's claim is barred by the doctrines of waiver and laches; Claimant assumed all risks of investment; Claimant ratified all transactions in his account; Respondent Ludemann acted in good faith; Claimant failed to mitigate damages; no private right of action exists under NASD rules; and, Respondent MTA maintained adequate and reasonable supervision at all times.

Respondents Landes and Florio did not submit Answers to the Statement of Claim, the Amended Statement of Claim or the Second Amended Statement of Claim.

RELIEF REQUESTED

Claimant requested:

Compensatory Damages	\$ 300,000
Punitive Damages	amount unspecified
Interest	amount unspecified
Attorneys' Fees	amount unspecified
Other Costs	\$ 1,200

Respondents MTA, Cory, Gregory Small, FCS, and Ludemann requested that the claims be dismissed in their entirety

OTHER ISSUES CONSIDERED AND DECIDED

On July 5, 2001, the Arbitration Panel ("Panel") granted Respondent FCS' Motion to Dismiss the Statement of Claim as against Respondent FCS, thereby removing FCS as a party. On October 15, 2001, the panel denied Respondent Ludemann's Motion to Dismiss the Statement of Claim as against Respondent Ludemann. The respondents remaining for the hearing were only Respondents MTA and Cory.

Upon review of the file and the representations made by behalf of the Claimant, the undersigned panel determined that Respondent MTA has been properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without said Respondent present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

AWARD

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

1. Claimant is awarded \$90,000.00, to be paid jointly and severally by Respondents MTA and Cory;
2. No interest on this amount is awarded;
3. Claimant's claim for punitive damages is denied in its entirety;
4. The parties shall bear their respective costs and expenses, including attorneys fees, except as Fees are specifically addressed below; and,
5. Any request for relief not specifically addressed herein is denied in its entirety.

FEES

Pursuant to 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
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Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firms that employed the associated persons at the time of the events giving rise to the dispute. In this matter, the member firms are parties.

As to Respondent MTA:

Member surcharge	= \$ 1,500
Pre-hearing process fee	= \$ 600
Hearing process fee	= \$ 2,500

As to Respondent FCS:

Member surcharge	= \$ 1,500
Pre-hearing process fee	= \$ 600

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 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 \$ 450	= \$ 450
Pre-hearing conference: October 31, 2001	1 session
One (1) Pre-hearing session with Panel x \$ 1,125	= \$ 1,125
Pre-hearing conference: July 10, 2001	1 session

Two (2) Hearing sessions x \$ 1,125 = \$ 2,250
Hearing Date: November 14, 2001 2 sessions

Total Forum Fees = \$ 3,825

The panel has assessed \$ 1,912.50 of the forum fees to Claimant.

The panel has assessed \$ 1,912.50 of the forum fees jointly and severally to Respondents MTA and Cory.

Fee Summary

Claimant, Grossinger, is assessed and shall pay:

Initial Filing Fee = \$ 300.00
Forum Fees = \$ 1,912.50

Total Fees = \$ 2,212.50
Less payments = \$ 1,425.00

Balance Due NASD Dispute Resolution, Inc. = \$ 787.50

Respondent, MTA, is assessed and shall pay:

Member Fees = \$ 4,600.00

Total Fees = \$ 4,600.00
Less payments = \$ 1,500.00

Balance Due NASD Dispute Resolution, Inc. = \$ 3,100.00

Respondent, FCS, is assessed and shall pay:

Member Fees = \$ 2,100.00

Total Fees = \$ 2,100.00
Less payments = \$ 2,100.00

Balance Due NASD Dispute Resolution, Inc. = \$ 00

Respondents, MTA and Cory, are jointly and severally assessed and shall pay:

Forum Fees = \$ 1,912.50

Less payments = \$ 00

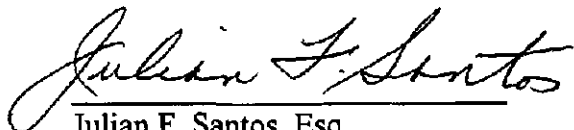
Balance Due NASD Dispute Resolution, Inc. = \$ 1,912.50

All balances are due to NASD Dispute Resolution, Inc.

ARBITRATION PANEL

Julian F. Santos, Esq.	-	Public Arbitrator, Presiding Chairperson
Earl L. Cahan, Esq.	-	Public Arbitrator, Panelist
Lewis R. Jaffe	-	Non-Public Arbitrator, Panelist

Concurring Arbitrators' Signatures



Julian F. Santos, Esq.
Public Arbitrator, Presiding Chairperson

1/18/2002
Signature Date

Earl L. Cahan, Esq.
Public Arbitrator, Panelist

Signature Date

Lewis R. Jaffe
Non-Public Arbitrator, Panelist

Signature Date

January 28, 2002
Date of Service (For NASD-Dispute Resolution office use only)


ARBITRATION PANEL

Julian F. Santos, Esq.	-	Public Arbitrator, Presiding Chairperson
Earl L. Cahan, Esq.	-	Public Arbitrator, Panelist
Lewis R. Jaffe	-	Non-Public Arbitrator, Panelist

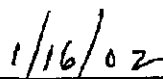
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Public Arbitrator, Panelist



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Non-Public Arbitrator, Panelist

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Public Arbitrator, Presiding Chairperson

Signature Date

Earl L. Cahan, Esq.
Public Arbitrator, Panelist

Signature Date



Lewis R. Jaffe
Non-Public Arbitrator, Panelist

1-16-02

Signature Date

January 28, 2002

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