

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Eric Bryan Seuthe, Claimant v. TD Waterhouse Investor Services, Inc., Respondent

Case Number: 00-04222

Hearing Site: Los Angeles, California

REPRESENTATION OF PARTIES

For Claimant:

Eric Bryan Seuthe, Esq.
Eric Bryan Seuthe & Associates
Beverly Hills, California

For Respondent:

John L. Erikson, Jr., Esq.
Jones Bell Abbott Fleming & Fitzgerald
Los Angeles, California

CASE INFORMATION

Statement of Claim filed: September 18, 2000

Claimant's Uniform Submission Agreement signed: August 4, 2000

Statement of Answer filed by Respondent: May 31, 2001

Respondent's Uniform Submission Agreement signed: May 31, 2001

CASE SUMMARY

Claimant alleged inappropriate practices and procedures relating to margin account requirements, involving unspecified securities.

Respondent denied the allegations of wrongdoing set forth in the Claimant's Statement of Claim.

RELIEF REQUESTED

Claimant requested \$250,000.00 in actual damages, \$250,000.00 in punitive damages, and costs, including attorney's fees.

Respondent requested dismissal of the Claimant's Statement of Claim in its entirety, and requested reimbursement of arbitration costs.

OTHER ISSUES CONSIDERED AND DECIDED

On August 14, 2002, Claimant sought dismissal of his claim without prejudice. The NASD subsequently notified all parties that since Respondent had answered the Statement of Claim, Claimant could either dismiss the claim with prejudice, or provide proof of all parties' stipulation to dismiss the claim without prejudice. The NASD further advised that if the parties could not come to an agreement regarding dismissal, the issue would be sent to the Arbitration Panel for determination. On August 15, 2002, Respondent objected to a dismissal of the claim without prejudice. Also on August 15, 2002, the issue was submitted to the Arbitration Panel for determination.

AWARD

The Panel decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's claims are dismissed with prejudice.
2. The parties shall bear their respective costs, including attorney's fees.
3. All other relief not expressly granted is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution received or will collect the non-refundable filing fees for each claim as follows:

Initial claim filing fee	= \$ 300.00
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Member Fees

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events which gave rise to the dispute, claim, or controversy. Accordingly, the member firm TD Waterhouse Investor Services, Inc. is a party and the following fees are assessed:

Member Surcharge	= \$ 1,500.00
Pre-Hearing Process Fee	= \$ 600.00
Hearing Process Fee	= \$ 2,500.00
Total Member Fees	= \$ 4,600.00

Forum Fees and Assessments

The Panel assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Chair/Panel. The following fees are assessed:

1 Pre-hearing conference session with the Panel @ \$1,125.00/session	= \$ 1,125.00
<u>Pre-hearing conference: November 28, 2001 1 session</u>	
Total Forum Fees	= \$ 1,125.00

The Panel assessed the entire amount of forum fees in the amount of \$ 1,125.00 to Claimant.

Fee Summary

1. Claimant, Eric Bryan Seuthe, is charged with the following fees and costs:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	<u>= \$ 1,125.00</u>
Total Fees	= \$ 1,425.00
<u>Less payments</u>	<u>= \$(1,425.00)</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

2. Respondent, TD Waterhouse Investor Services, Inc., is charged with the following fees and costs:

Member Fees	= \$ 4,600.00
<u>Less payments</u>	<u>= \$(7,100.00)</u>
Balance Due Respondent TD Waterhouse Investor Services, Inc.	= \$(2,500.00)

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

ARBITRATION PANEL

Esther A. Spachner	-	Public Arbitrator, Presiding Chair
Barbara L. Olsen, Esq.	-	Public Arbitrator
Harriet A. Kottick, CFP	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Esther A. Spachner
Chair, Public Arbitrator

Signature Date

Barbara L. Olsen, Esq.
Public Arbitrator

Signature Date

Harriet A. Kottick, CFP
Non-Public Arbitrator

Signature Date

Date of Service

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Signature Date



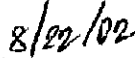
Barbara L. Olsen, Esq.
Public Arbitrator



8/22/02
Signature Date

Harriet A. Kottick, CFP
Non-Public Arbitrator

Signature Date



8/22/02
Date of Service

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Signature Date

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Public Arbitrator

Signature Date



Harriet A. Kottick, CFP
Non-Public Arbitrator

8/21/02

Signature Date

8/22/02

Date of Service