

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Mahmood Ansari (Claimant) v. May, Davis Group and Owen May (Respondents)

Case Number: 00-04640

Hearing Site: New York, New York

Nature of the Dispute: Customer vs. Member and Associated Person

REPRESENTATION OF PARTIES

Claimant Mahmood Ansari ("Ansari") hereinafter referred to as "Claimant" appeared *pro se*. Previously represented by: Marc J. Ross, Esq., Sichenzia, Ross, Friedman & Ference, LLP, New York, NY and David Richan, Esq., Blank Rome Tenzer Greenblatt, LLP, New York, NY.

Respondents May Davis Group ("MDG") and Owen May ("May") hereinafter collectively referred to as "Respondents": Eden L. Rohrer, Esq., Clayman & Rosenberg, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: October 18, 2000.

Claimant signed the Uniform Submission Agreement: September 13, 2000.

Joint Statement of Answer filed by Respondents on or about: March 27, 2001.

MDG did not sign a Uniform Submission Agreement.

May did not sign a Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: unauthorized trading; breach of contract; breach of fiduciary duty; and control person liability. Claimant's claim involved Cityview Stock and Fusion Fund Stock.

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

RELIEF REQUESTED

Claimant requested that he be awarded compensatory damages of \$500,000.00, plus interest, punitive damages, and the costs of this proceedings, against Respondents, Owen and MDG, jointly and severally.

Respondents requested that the Panel dismiss the Statement of Claim in its entirety as against them and award such costs to the Respondents as are just and proper, including attorneys' fees and the costs of this arbitration.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent did not file with NASD Dispute Resolution properly executed Uniform Submission Agreements but are required to submit to arbitration pursuant to the Code and, having answered the claim are bound by the determination of the Panel on all issues submitted.

On May 31, 2002, NASD Dispute Resolution sent a letter to Claimant's counsel requesting the status of this matter. By letter dated June 10, 2002, Claimant's counsel withdrew from representing Claimant. Subsequent correspondence sent to Claimant at the address provided by his former counsel was returned and no alternate address was provided. Therefore, it is the Panel's decision to dismiss this case without prejudice due to Claimant's failure to prosecute.

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.

AWARD

After considering the pleadings and the Claimant's lack of prosecution, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. *Claimant's claims are dismissed without prejudice.*

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial 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 events giving rise to the dispute. Accordingly, May Davis Group is a party.

Member surcharge = \$1,500.00

Pre-hearing process fee = \$ 600.00

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee = \$ 300.00

Total Fees = \$ 300.00

Less payments = \$1,425.00

Refund Due to Claimant = \$1,125.00

2. MDG is solely liable for:

Member Fees = \$2,100.00

Total Fees = \$2,100.00

Less payments = \$2,100.00

Balance Due NASD Dispute Resolution = \$ 0.00

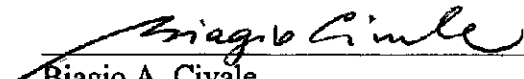
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Biagio A. Civale	-	Public Arbitrator, Presiding Chair
Marilyn Y. Brown	-	Non-Public Arbitrator
Ivan W. Harper, CPA	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument, which is my award.



Biagio A. Civale
Public Arbitrator, Presiding Chairperson

December 4, 2003

Signature Date

Marilyn Y. Brown
Non-Public Arbitrator

Signature Date

Ivan W. Harper, CPA
Non-Public Arbitrator

Signature Date

December 23, 2003

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

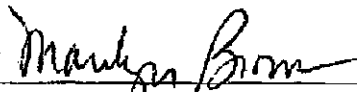
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Public Arbitrator, Presiding Chairperson

Signature Date


Marilyn Y. Brown
Non-Public Arbitrator

12/29/03
Signature Date

Ivan W. Harper, CPA
Non-Public Arbitrator

Signature Date

December 23, 2003
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Signature Date

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Non-Public Arbitrator

Signature Date

Ivan W. Harper

Ivan W. Harper, CPA
Non-Public Arbitrator

12/04/03

Signature Date

December 23, 2003

Date of Service (For NASD Dispute Resolution use only)