

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Terral Yoder, (Claimant) vs. Glenn Michael Financial, Inc., Robert Cuillo, and Sean Mescall,
(Respondents)

Case Number: 01-00260

Hearing Site: Cleveland, Ohio

REPRESENTATION OF PARTIES

Claimant, Terral Yoder, hereinafter referred to as "Claimant": Gregory R. Elder, Esq., Barkan & Robon Ltd., Maumee, OH.

Respondents, Glenn Michael Financial, Inc. ("GMF") and Robert Cuillo ("Cuillo"): Lawrence R. Gelber, Esq., Attorney at Law, Brooklyn, NY. Previously represented by: Vincent P. Pozzuto, Esq., Cozen and O'Connor, New York, NY.

Respondent, Sean Mescall ("Mescall"), appeared *pro se*. Previously represented by: Vincent P. Pozzuto, Esq., Cozen and O'Connor, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: January 16, 2001.

Claimant signed the Uniform Submission Agreement: January 15, 2001.

Joint Statement of Answer filed by GMF, Cuillo, and Mescall on or about: May 8, 2001.

GMF signed the Uniform Submission Agreement: April 11, 2001.

Cuillo signed the Uniform Submission Agreement: May 11, 2001.

Mescall signed the Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: churning; misrepresentations; omissions to state material facts; unauthorized trading; unsuitability; breach of fiduciary duty; fraud; breach of contract; negligence; failure to supervise; and respondeat superior. Claimant's claim involved unspecified financial products.

Unless specifically admitted in their Answer, GMF, Cuillo, and Mescall denied the allegations made in the Statement of Claim and asserted the following defenses: the Statement of Claim contains suspect allegations that seem to be contradicted by Claimant's own representations to Respondents during the life of the account; all purchases in Claimant's account were suitable based upon Claimant's stated investment objectives; at no point in time did Claimant contact GMF and question the amount of activity in his account; all purchases made by Respondents were completely authorized by Claimant; Claimant received timely confirmations on all purchases, and he never objected to one purchase as unauthorized; Claimant has overstated his damages; and there is no legal basis for an award of punitive damages in this case.

RELIEF REQUESTED

Claimant requested compensatory damages in the approximate amount of \$250,000.00, together with reimbursement of all commissions and other costs paid to Respondents, punitive damages in the amount of \$750,000.00, attorneys' fees, costs of arbitration, and interest.

GMF, Cuillo, and Mescall requested that the Statement of Claim be dismissed.

OTHER ISSUES CONSIDERED AND 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.

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. GMF and Cuillo are jointly and severally liable for and shall pay to Claimant the sum of \$35,000.00 as compensatory damages.
2. Claimant's request for punitive damages is hereby denied.
3. Claimant's claims against Mescall are hereby dismissed.
4. All other requests for relief are hereby denied.

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 = \$ 375.00

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. In this matter, Glenn Michael Financial, Inc. is a party.

Member surcharge = \$2,000.00

Pre-hearing process fee = \$ 600.00

Hearing process fee = \$3,500.00

Adjournment Fees

Adjournments requested during these proceedings:

Feb. 4 & 5, 2002, adjournment by GMF, Cuillo, and Mescall = \$1,200.00

Forum Fees and Assessments

The Panel assesses 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 a single arbitrator x \$450.00 = \$ 450.00

Pre-hearing conference: January 23, 2002 1 session

One (1) Pre-hearing session with Panel x \$1,200.00 = \$1,200.00

Pre-hearing conference: September 19, 2001 1 session

Four (4) Hearing sessions x \$1,200.00 = \$4,800.00

Hearing Dates: September 24, 2002 2 sessions

September 25, 2002 2 sessions

Total Forum Fees = \$6,450.00

1. The Panel has assessed \$3,225.00 of the forum fees against Claimant.
2. The Panel has assessed \$3,225.00 of the forum fees jointly and severally against GMF and Cuillo.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 375.00
Forum Fees	= \$3,225.00
Total Fees	= \$3,600.00
Less payments	= \$1,575.00
Balance Due NASD Dispute Resolution	= \$2,025.00

2. GMF is solely liable for:

Member Fees	= \$6,100.00
Total Fees	= \$6,100.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$6,100.00

3. GMF, Cuillo, and Mescall are jointly and severally liable for:

Adjournment Fee	= \$1,200.00
Total Fees	= \$1,200.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$1,200.00

4. GMF and Cuillo are jointly and severally liable for:

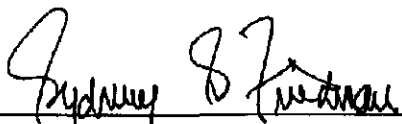
Forum Fees	= \$3,225.00
Total Fees	= \$3,225.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$3,225.00

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

ARBITRATION PANEL

Sydney S. Friedman, Esq.	-	Public Arbitrator, Presiding Chair
James Dale Ellis, CPA	-	Public Arbitrator
Donald W. Rioux	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Sydney S. Friedman, Esq.
Public Arbitrator, Presiding Chair

11/12/02

Signature Date

James Dale Ellis, CPA
Public Arbitrator

Signature Date

Donald W. Rioux
Non-Public Arbitrator

Signature Date

November 21, 2002

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

Sydney S. Friedman, Esq.	-	Public Arbitrator, Presiding Chair
James Dale Ellis, CPA	-	Public Arbitrator
Donald W. Rioux	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Sydney S. Friedman, Esq.
Public Arbitrator, Presiding Chair

Signature Date



James Dale Ellis, CPA
Public Arbitrator

11/13/02

Signature Date

Donald W. Rioux
Non-Public Arbitrator

Signature Date

November 21, 2002
Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

Sydney S. Friedman, Esq.	-	Public Arbitrator, Presiding Chair
James Dale Ellis, CPA	-	Public Arbitrator
Donald W. Rioux	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Sydney S. Friedman, Esq.
Public Arbitrator, Presiding Chair

Signature Date

James Dale Ellis, CPA
Public Arbitrator

Signature Date



Donald W. Rioux
Non-Public Arbitrator

11-14-02
Signature Date

November 21, 2002
Date of Service (For NASD Dispute Resolution use only)