

**Stipulated Award**  
**NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Ellen Sinaiko, an individual, Claimant v. William L. Creedon, an individual, Respondent

Case Number: 01-01923

Hearing Site: Los Angeles, California

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**REPRESENTATION OF PARTIES**

For Claimants:

Ellen Sinaiko  
Pro Se  
Los Angeles, California

For Respondent:

David H.S. Commins, Esq.  
Law Offices of David H.S. Commins  
San Francisco, California

**CASE INFORMATION**

Statement of Claim filed: April 12, 2001

Claimant's Uniform Submission Agreement signed: May 7, 2001

Statement of Answer filed by Respondent: June 29, 2001

Respondent William L. Creedon's Uniform Submission Agreement signed: June 29, 2001

**CASE SUMMARY**

Claimant alleged breach of contract, breach of fiduciary duty, misrepresentation, non-disclosure, omission of facts, failure to execute, negligence and failure to supervise her accounts involving margins and unspecified common stock.

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

**RELIEF REQUESTED**

Claimant requested \$250,000.00 in compensatory damages and \$50,000 in punitive damages.

Respondent requested dismissal of the Claimants' Statement of Claim in its entirety and reimbursement of costs.

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

The Statement of Claim was filed both on behalf of Ellen Sinaiko, an individual, and the Ellen Sinaiko IRA. After the hearing on March 4, 2002, the panel ordered on March 6, 2002, that the words "Ellen Sinaiko IRA" are no longer applicable to this case and ordered that henceforth, this case and all documents in connection with it shall be known and styled only as, "Ellen Sinaiko, an Individual, and William L. Creedon, an Individual."

The parties 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, testimony, and the Parties request for this stipulated award, the Panel decided in full and final resolution of the issues submitted for determination as follows:

1. Claimants and Respondents have entered into a confidential settlement agreement.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent William L. Creedon's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-09, Respondent William L. Creedon must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
3. The Parties shall bear their respective costs, including attorney's fees.
4. 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 that gave rise to the dispute, claim, or controversy. Accordingly, the member firm Sutro & Co. Incorporated employed the Respondent William L. Creedon at the time of the events giving rise to this dispute and the following fees are assessed:

Member Surcharge	= \$ 1,500.00
Pre-Hearing Process Fee	= \$ 600.00
<u>Hearing Process Fee</u>	<u>= \$ 2,500.00</u>
<b>Total Member Fees</b>	<b>= \$ 4,600.00</b>

#### **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:

One (1) Pre-hearing conference session with the Panel @ \$1,125.00/session	= \$ 1,125.00
Pre-hearing conference: November 15, 2001 1 session	
Two (2) Hearing sessions @ \$1,125.00/session	= \$ 2,250.00
<u>Hearing: March 4, 2002 2 sessions</u>	<u></u>
<b>Total Forum Fees</b>	<b>= \$ 3,375.00</b>

1. The Panel assessed \$1,687.50 of the forum fees to Claimant.
2. The Panel assessed \$1,687.50 of the forum fees to Respondent.

**Fee Summary**

1. Claimant, Ellen Sinaiko, is charged with the following fees and costs:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 1,687.50
Total Fees	= \$ 1,987.50
<u>Initial filing fee waived</u>	= \$( 300.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 1,687.50</b>

2. Respondent, William L. Creedon, is charged with the following fees and costs:

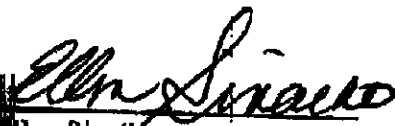
Forum Fees	= \$ 1,687.50
<u>Less payments</u>	= \$( 0.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 1,687.50</b>

3. Member firm, Sutro & Co. Incorporated, is charged with the following fees and costs:

Member fees	= \$ 4,600.00
<u>Less payments</u>	= \$(6,500.00)
<b>Refund Due from NASD Dispute Resolution</b>	<b>= \$(1,900.00)</b>

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.

**Parties' Signatures**

  
Ellen Sinaiko  
Claimant

7.8.2002  
Signature Date

David H.S. Commias, Esq.  
Attorney for William L. Creedon  
Respondent

                      
Signature Date

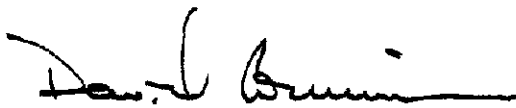
**Parties' Signatures**

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Ellen Sinaiko  
Claimant

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Signature Date



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David H.S. Commins, Esq.  
Attorney for William L. Creedon  
Respondent

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7/11/02

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Signature Date

**ARBITRATION PANEL**

<i>Sheldon Stanford Ellis, Esq.</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Janet Rubin Fields</i>	-	<i>Public Arbitrator</i>
<i>Christine A. Page</i>	-	<i>Non-Public Arbitrator</i>

**Concurring Arbitrators' Signatures:**

\_\_\_\_\_  
Janet Rubin Fields, Esq.  
Public Arbitrator



\_\_\_\_\_  
Christine A. Page, Esq.  
Non-Public Arbitrator

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

*July 18, 2002*  
\_\_\_\_\_  
Signature Date

**Dissenting Arbitrator's Signature:**

\_\_\_\_\_  
Sheldon Stanford Ellis, Esq.  
Chair, Public Arbitrator

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

*July 24, 2002*  
\_\_\_\_\_  
Date of Service

ARBITRATION PANEL

*Sheldon Stanford Ellis, Esq.*

*Public Arbitrator, Presiding Chair*

*Janet Rubin Fields*

*Public Arbitrator*

*Christine A. Page*

*Non-Public Arbitrator*

Concurring Arbitrators' Signatures:

Janet Rubin Fields, Esq.  
Public Arbitrator

Signature Date

Christine A. Page, Esq.  
Non-Public Arbitrator

Signature Date

Respectfully, I dissent because I am informed that, on or about May 3, 2002, the parties "have settled this cause and the matter has been dismissed." Such a dismissal terminates the jurisdiction of the Arbitration Panel further to hear and decide this cause; and then to make an Award. Moreover, neither the parties nor a Mediator have any power to reinstate that arbitrational jurisdiction.

*Sheldon Stanford Ellis*

Sheldon Stanford Ellis, Esq.  
Chair, Public Arbitrator

*July 22, 02*

Signature Date

*July 24, 2002*  
Date of Service