

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

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In the Matter of the Arbitration Between:

Kevin W. Kelley, Claimant v. U.S. Bancorp Piper Jaffray, Inc. and Cydney Crampton,  
Respondents

Case Number: 01-02110

Hearing Site: San Francisco, California

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**REPRESENTATION OF PARTIES**

For Claimant:

Stephen H. Dye, Esq.  
Schnader Harrison Segal & Lewis  
San Francisco, California

For Respondents:

Kelly J. Moynihan, Esq.  
Keesal, Young & Logan  
San Francisco, California

**CASE INFORMATION**

Statement of Claim filed: April 26, 2001

Claimant's Uniform Submission Agreement signed: April 25, 2001

Joint Statement of Answer filed by Respondents: July 2, 2001

Respondent U.S. Bancorp Piper Jaffray, Inc.'s Uniform Submission Agreement: June 28, 2001

Respondent Cydney Crampton's Uniform Submission Agreement: May 18, 2001

**CASE SUMMARY**

Claimant alleged breach of contract, breach of fiduciary duty and negligence, involving Digimarc Corporation common stock.

Respondents denied the allegations of wrongdoing set forth in the Statement of Claim.

### **RELIEF REQUESTED**

Claimant requested \$240,000.00 in compensatory damages, interest, and costs, including attorney's fees.

Respondents requested dismissal of the Claimant's Statement of Claim in its entirety, expungement of the Central Registration Depository ("CRD") record of Cydney Crampton, and costs, including attorney's fees.

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

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

### **STIPULATION**

It is hereby stipulated by Claimant and Respondents, through their undersigned attorneys of record, that:

1. All of Claimant's claims asserted against the Respondents are hereby dismissed with prejudice; and
2. Claimant does not object to the panel rendering the following award:
  - a. The Panel hereby recommends the expungement of all reference to the above-captioned arbitration from Respondent Cydney Crampton's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-90, said Respondent must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

**AWARD**

After considering the Stipulation, the Panel decided in full and final resolution of the issues submitted for determination as follows:

1. This arbitration claim is dismissed with prejudice as against all Respondents.
2. The Panel recommends the expungement of all reference to this arbitration from Respondent Cydney Crampton's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-90, said Respondent must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

### **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 U.S. Bancorp Piper Jaffray, Inc., is a party and the following fees are assessed:

Member Surcharge	= \$ 1,500.00
Pre-Hearing Process Fee	= \$ 600.00
<u>Hearing Process Fee</u>	= \$ 2,500.00
<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 or the parties and the Panel. The following fees are assessed:

Two (2) Pre-hearing conference sessions with the Panel @ \$1,125.00/session	= \$ 2,250.00
Pre-hearing conferences: February 6, 2002 1 session	
December 4, 2002 1 session	
<b>Total Forum Fees</b>	<b>= \$ 2,250.00</b>

1. The Panel assessed \$1,125.00 of the forum fees to Claimant.
2. The Panel assessed \$1,125.00 of the forum fees jointly and severally to Respondents.

**Fee Summary**

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

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

2. Respondent U.S. Bancorp Piper Jaffray, Inc. is charged with the following fees and costs:

Member Fees	= \$ 4,600.00
<u>Less payments</u>	= \$( 4,600.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 0.00</b>

3. Respondents U.S. Bancorp Piper Jaffray, Inc. and Cydney Crampton are charged jointly and severally with the following fees and costs:

Forum Fees	= \$ 1,125.00
<u>Less payments</u>	= \$( 0.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 1,125.00</b>

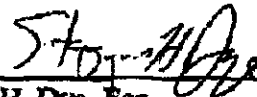
All balances are payable to NASD Dispute Resolution and are due upon the receipt of the Award pursuant to Rule 10330(g) of the Code.

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Arbitration No. 01-02110  
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**Parties' Signatures**

Dated: June 9, 2003

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Stephen H. Dye, Esq.  
Attorney for Claimant  
Kevin W. Kelley

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Kelly J. Moynihan, Esq.  
Attorneys for Respondents  
U.S. Bancorp Piper Jaffray, Inc. and  
Cydney Crampin

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Kevin W. Kelley

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Kelly J. Moynihan, Esq.  
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Cydney Crampton

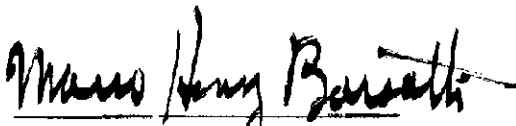
AWARD

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ARBITRATION PANEL

Mario Henry Barsotti, J.D.	-	Public Arbitrator, Presiding Chair
Daniel M. Yamshon, Esq.	-	Public Arbitrator
Gene S. Evenskaas	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Mario Henry Barsotti, J.D.  
Chair, Public Arbitrator

8/13/03

Signature Date

\_\_\_\_\_  
Daniel M. Yamshon, Esq.  
Public Arbitrator

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

\_\_\_\_\_  
Gene S. Evenskaas  
Non-Public Arbitrator

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

\_\_\_\_\_  
Date of Service



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<b>Daniel M. Yamshon, Esq.</b>	-	<b>Public Arbitrator</b>
<b>Gene S. Evenskaas</b>	-	<b>Non-Public Arbitrator</b>

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**Mario Henry Barsotti, J.D.**  
**Chair, Public Arbitrator**

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

  
**Daniel M. Yamshon, Esq.**  
**Public Arbitrator**

8/6/03  
**Signature Date**

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**Gene S. Evenskaas**  
**Non-Public Arbitrator**

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**Signature Date**

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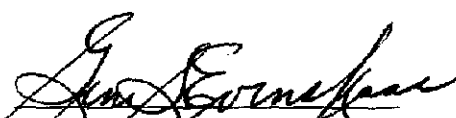
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Chair, Public Arbitrator

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Signature Date

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Daniel M. Yamshon, Esq.  
Public Arbitrator

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

  
Gene S. Evenskaas  
Non-Public Arbitrator

8/11/03  
Signature Date

\_\_\_\_\_  
Date of Service