

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimants

Case Number: 01-02904

Catherine M. Marchesi, individually and on behalf of Catherine M. Marchesi, trustee, Michael Bera Trust Deceased, and Catherine M. Marchesi, trustee Catherine M. Marchesi Revocable Living Trust

Name of the Respondents

Hearing Site: New York, New York

May Davis Group
William D. Laemmel
Henry C. Kelly, Jr.
Joseph Crescenzi, Jr.

REPRESENTATION OF PARTIES

Claimants, Catherine M. Marchesi, individually and on behalf of Catherine M. Marchesi, trustee, Michael Bera Trust Deceased, and Catherine M. Marchesi, trustee Catherine M. Marchesi Revocable Living Trust, hereinafter collectively referred to as "Claimants": Kevin P. Conway, Esq., Conway & Conway, New York, New York.

Respondents, May Davis Group ("May"); William D. Laemmel ("Laemmel"); Henry C. Kelly, Jr. ("Kelly") and Joseph Crescenzi, Jr. ("Crescenzi") hereinafter collectively referred to as "Respondents": Timothy Feil, Esq., Brian Reis & Associates, New York, New York.

CASE INFORMATION

Statement of Claim filed on or about: June 1, 2001.

Claimant signed the Uniform Submission Agreement: May 30, 2001.

Statement of Answer filed by Respondents, on or about: September 7, 2001.

Respondent, May, did not sign a Uniform Submission Agreement.

Respondent, Laemmel, did not sign a Uniform Submission Agreement.

Respondent, Kelly, did not sign a Uniform Submission Agreement.

Statement of Answer filed by Respondent, Crescenzi, on or about: August 26, 2001.
Respondent, Crescenzi, signed the Uniform Submission Agreement: October 22, 2001.

CASE SUMMARY

Claimant(s) asserted the following causes of action: fraud, conversion; breach of contract; unauthorized trading; breach of fiduciary duty; negligence; failure to supervise; violation of securities rules and regulations; intentional infliction of emotional distress; violation of section 349 of the New York General Business Law. Claimants' claims involved unspecified financial products.

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

RELIEF REQUESTED

Claimants requested:

Compensatory Damages	\$250,000.00
Punitive Damages	Unspecified
Interest	Unspecified
Attorneys' Fees	Unspecified
Other Costs	Unspecified

Respondents requested that the Statement of Claim be dismissed in its entirety.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents May, Laemmel and Kelly 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, appeared and testified at the hearing, are bound by the determination of the Panel on all issues submitted.

Laemmel filed a Motion to Dismiss at the conclusion of Claimants' case. The Panel deferred their decision on the Motion and later granted the Motion.

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. May Davis Group and Kelly are jointly and severally liable and shall pay to Claimants \$254,255.00 plus simple interest at the rate of 6% accruing from November 4, 1998 until date of payment of award.
2. May Davis Group and Crescenzi are jointly and severally liable and shall pay to Claimants \$28,250.00 plus simple interest at the rate of 6% accruing from November 4, 1998 until date of payment of award.
3. May Davis Group is liable and shall pay to Claimants \$1,750.00 as witness fees for the appearance of Patricia Koetting.
4. Any and all relief not specifically addressed herein is 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 = \$ 300.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, May is a party.

Member surcharge = \$1,500.00

Pre-hearing process fee = \$ 600.00

Hearing process fee = \$2,500.00

Forum Fees and Assessments

The Arbitrator (Panel) has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

Number (1) Pre-hearing session(s) with a single arbitrator @ \$450 = \$ 450.00
Pre-hearing conference(s): September 4, 2002 1 session

Number (1) Pre-hearing session(s) with Panel @ \$1125 = \$ 1,125.00
Pre-hearing conference(s): June 26, 2002 1 session

Number (11) Hearing sessions @ \$1125 = \$12,375.00
Hearing Date(s): October 22, 2002 2 sessions
October 23, 2002 2 sessions
November 22, 2002 2 sessions

March 6, 2003	2 sessions
April 21, 2003	2 sessions
April 22, 2003	1 session

Total Forum Fees	= \$13,950.00
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1. The Panel has assessed \$6,975 of the forum fees against Claimants.
2. The Panel has assessed \$6,975 of the forum fees against May.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

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| 1. Claimants requested tapes. | = \$ 240.00 |
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Fee Summary

1. Claimants are solely liable for:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 6,975.00
<u>Administrative Costs</u>	= \$ 240.00
Total Fees	= \$ 7,515.00
<u>Less payments</u>	= \$ 1,425.00
Balance Due NASD Dispute Resolution	= \$ 6,090.00

2. Respondent, May, is solely liable for:

Member Fees	= \$ 4,600.00
<u>Forum Fees</u>	= \$ 6,975.00
Total Fees	= \$ 11,575.00
<u>Less payments</u>	= \$ 4,600.00
Balance Due NASD Dispute Resolution	= \$ 6,975.00

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

ARBITRATION PANEL

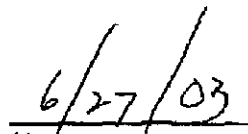
Noel B. Berman, Esq.	-	Public Arbitrator, Presiding Chair
Victor K. Tyras	-	Public Arbitrator
Andrew D. Hudders, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signature(s)

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 in which is my award.



Noel B. Berman, Esq.
Public Arbitrator, Presiding Chairperson



Signature Date

Victor K. Tyras
Public Arbitrator

Signature Date

Andrew D. Hudders, Esq.
Non-Public Arbitrator

Signature Date

July 3, 2003

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

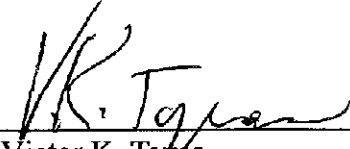
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Public Arbitrator, Presiding Chairperson

Signature Date



Victor K. Tyra
Public Arbitrator



Signature Date

Andrew D. Hudders, Esq.
Non-Public Arbitrator

Signature Date

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ARBITRATION PANEL

Noel B. Berman, Esq.	-	Public Arbitrator, Presiding Chair
Victor K. Tyras	-	Public Arbitrator
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Noel B. Berman, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Victor K. Tyras
Public Arbitrator

Signature Date

Andrew D. Hudders
Andrew D. Hudders, Esq.
Non-Public Arbitrator

June 30, 2003
Signature Date

July 3, 2003
Date of Service (For NASD Dispute Resolution use only)