
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of Claimant
Raymond and Jeanne Rothberg

Case Number: 01-03023

Names of Respondents
Acument Securities, Inc. f/k/a Thomas F. White
& Company, Inc., Mintz Asset Management, Inc.
and Charles Lewis Bloom

Hearing Site: Boca Raton, Florida

REPRESENTATION OF PARTIES

Raymond and Jeanne Rothberg, hereinafter referred to as "Claimant": Russell C. Silverglate, Esq. and Robert H. Rex, Esq., Law Offices of Dickenson, Murphy, Rex & Sloan, Boca Raton, Florida.

Acument Securities, Inc. f/k/a Thomas F. White & Company, Inc., hereinafter referred to as "Respondent Acument": Michael G. Bolgatz, Counsel for Respondent Acument, San Francisco, California. On or about August 23, 2001, Felix J. Lopez, Esq., White & Case LLP, Miami, Florida, appeared as counsel for Respondent Acument. On or about March 4, 2002, Debra A. Jenks, Dobin & Jenks, LLP, Jupiter, Florida, substituted as counsel for Respondent Acument.

Mintz Asset Management, Inc., hereinafter referred to as "Respondent Mintz Asset Management": Debra A. Jenks, Esq., Dobin & Jenks, LLP, Jupiter, Florida.

Charles Lewis Bloom, hereinafter referred to as "Respondent Bloom": Debra A. Jenks, Esq., Dobin & Jenks, LLP, Jupiter, Florida.

CASE INFORMATION

Statement of Claim filed on or about: June 6, 2001.

Claimant signed the Uniform Submission Agreement: June 1, 2001.

Statement of Answer filed by Respondent Acument on or about: August 23, 2001.

Statement of Answer filed by Respondents Mintz Asset Management and Bloom on or about: August 22, 2001.

Respondent Acument signed the Uniform Submission Agreement: June 8, 2001.

Respondent Mintz Asset Management, Inc. signed the Uniform Submission Agreement: July 16, 2001.

Respondent Bloom signed the Uniform Submission Agreement: July 20, 2001.

CASE SUMMARY

Claimant asserted the following causes of action: 1) violation of the Florida Securities Investor Protection Act, particularly Sections 517.211 and 517.301, Florida Statutes; 2) common law fraud; 3) negligent failure to supervise; and 4) negligence. The causes of action relate to the inappropriate and negligent handling of Claimant's joint accounts, unauthorized trading, unsuitable recommendations, inappropriate use of margin, and misrepresentations made by Respondent Acument and its agents.

Unless specifically admitted in their Answers, all respondents denied the allegations made in the Statement of Claim and asserted various defenses.

RELIEF REQUESTED

Claimant requested: 1) compensatory damages in the amount of \$792,829.00, or such other amount proven at final hearing; 2) interest; 3) costs, expenses and disbursements, including expert witness fees; and 4) such other relief the undersigned arbitrators (the "Panel") deemed just and proper.

Respondent Acument requested: 1) that Claimant taken nothing against Respondent Acument; 2) the Statement of Claim be dismissed with prejudice; and 3) an award of arbitration fees, expenses, and reasonable attorneys' fees incurred in its defense.

Respondents Mintz Asset Management and Bloom requested: 1) dismissal of the Statement of Claim; and 2) attorneys' fees pursuant to Section 517.211(6), Florida Statutes.

OTHER ISSUES CONSIDERED AND DECIDED

On or about February 4, 2002, Michael Roy Mintz filed his Suggestion of Bankruptcy wherein Mr. Mintz advised that he filed a Chapter 7 Bankruptcy in the U.S. Bankruptcy Court, Southern District of Florida on January 23, 2002 in case number 02-30344-BKC-SHF. Mr. Mintz advised that an automatic stay has been entered by the Bankruptcy Court pursuant to 11 U.S.C. Section 362. Accordingly, the Panel made no determination with respect to the claims asserted by Claimant against Mr. Mintz.

On or about February 11, 2002, Claimant filed his notice advising that Claimant intends to proceed against Respondents Acument, Mintz Asset Management and Bloom.

On or about June 12, 2002, Claimant filed a notice of settlement wherein Claimant advised that the above-referenced arbitration proceeding settled in mediation.

On or about July 18, 2002, the parties filed their Stipulation to Dismiss and Expunge Registered Representative's Record (the "Stipulation") wherein the parties stipulated and agreed: 1) that the parties shall be barred from bringing any action based on or including the claims for which this action has been or could have been brought; and 2) that this matter be expunged from the permanent NASD Central Registration Depository

("CRD") record of Respondent Bloom. The parties requested that: 1) the Panel dismiss, with prejudice, the above-referenced arbitration proceeding; and 2) the Panel expunge this matter from the permanent NASD CRD record of Respondent Bloom.

AWARD

After considering the pleadings and the parties' Stipulation to the entry of this Stipulated Award, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. All claims as to Respondents Acument, Mintz Asset Management and Bloom are dismissed with prejudice.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Bloom's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Bloom must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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
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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 persons at the time of the events giving rise to the dispute. Accordingly, Respondent Acument is a member firm and is a party.

Member surcharge	= \$2,000.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$3,500.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

On or about June 7, 2002, the parties filed their joint agreement to stay the arbitration evidentiary hearing dates of June 11-12, 2002 in order for the parties to mediate the claim through NASD Dispute Resolution. Pursuant to Rule 10403(b), no adjournment fees were charged for staying the arbitration hearing dates in order to mediate.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent

injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the panel.

There were no injunctive relief fees assessed during these proceedings.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A 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:

Two (2) Pre-hearing sessions with Panel @ \$1,200.00	= \$2,400.00
Pre-hearing conferences: December 11, 2001 1 session	
June 3, 2002 1 session	
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Total Forum Fees	= \$2,400.00

Pursuant to the parties' agreement, the Panel has assessed \$1,200.00 in forum fees to Claimant and \$1,200.00 in forum fees to Respondent Acument.

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.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimant is liable for:

Initial Filing Fee	= \$ 375.00
Forum Fees	= \$1,200.00
Total Fees	= \$1,575.00
Less payments	= \$1,575.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Acument is solely liable for:

Member Fees	= \$6,100.00
Forum Fees	= \$1,200.00
Total Fees	= \$7,300.00
Less payments	= \$6,100.00
Balance Due NASD Dispute Resolution	= \$1,200.00

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

Parties' Signatures

_____/s/
Robert H. Rex, Esq.
For Claimant

August 1, 2002
Signature Date

_____/s/
Debra A. Jenks, Esq.
For Respondents

August 1, 2002
Signature Date

ARBITRATION PANEL

<i>Leslie L. Cooney, Esq.</i>	-	<i>Public Arbitrator, Presiding Chairperson</i>
<i>Richard E. Conner, Esq.</i>	-	<i>Public Arbitrator</i>
<i>George Raymond Silver</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

_____/s/
Leslie L. Cooney, Esq.
Public Arbitrator, Presiding Chairperson

August 5, 2002
Signature Date

_____/s/
Richard E. Conner, Esq.
Public Arbitrator

August 2, 2002
Signature Date

_____/s/
George Raymond Silver
Non-Public Arbitrator

August 5, 2002
Signature Date

August 6, 2002
Date of Service (For NASD Dispute Resolution use only)

Parties' Signatures


Robert H. Rex, Esq.
For Claimant

8.1.02

Signature Date

Debra A. Jenks, Esq.
For Respondents

Signature Date

ARBITRATION PANEL

Leslie L. Cooney, Esq.
Richard E. Conner, Esq.
George Raymond Silver

- Public Arbitrator, Presiding Chairperson
- Public Arbitrator
- Non-Public Arbitrator

Concurring Arbitrators' Signatures

Leslie L. Cooney, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Richard E. Conner, Esq.
Public Arbitrator

Signature Date

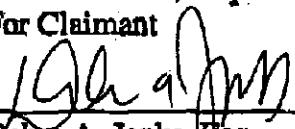
George Raymond Silver
Non-Public Arbitrator

Signature Date

Date of Service (For NASD Dispute Resolution use only)

Parties' Signatures

Robert H. Rex, Esq.
For Claimant



Debra A. Jenks, Esq.
For Respondents

Signature Date

8/1/2002

Signature Date

ARBITRATION PANEL

Leslie L. Cooney, Esq.
Richard E. Conner, Esq.
George Raymond Silver

- Public Arbitrator, Presiding Chairperson
- Public Arbitrator
- Non-Public Arbitrator

Concurring Arbitrators' Signatures

Leslie L. Cooney, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Richard E. Conner, Esq.
Public Arbitrator

Signature Date

George Raymond Silver
Non-Public Arbitrator

Signature Date

Date of Service (For NASD Dispute Resolution use only)

Parties' Signatures

Robert H. Rex, Esq.

For Claimant



Debra A. Jenks, Esq.

For Respondent

Signature Date

8/1/2002

Signature Date

ARBITRATION PANEL

Leslie L. Cooney, Esq.

Richard E. Conner, Esq.

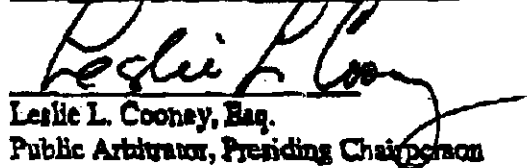
George Raymond Silver

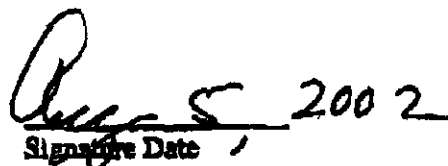
Public Arbitrator, Presiding Chairperson

Public Arbitrator

Non-Public Arbitrator

Concurring Arbitrators' Signatures


Leslie L. Cooney, Esq.
Public Arbitrator, Presiding Chairperson

 2002
Signature Date

Richard E. Conner, Esq.

Public Arbitrator

Signature Date

George Raymond Silver

Non-Public Arbitrator

Signature Date

Date of Service (For NASD Dispute Resolution use only)

Parties' Signatures


Robert H. Rex, Esq.
For Claimant

8-1-02
Signature Date

Debra A. Jenks, Esq.
For Respondents

Signature Date

ARBITRATION PANEL

Leslie L. Cooney, Esq.
Richard E. Conner, Esq.
George Raymond Silver

Public Arbitrator, Presiding Chairperson
Public Arbitrator
Non-Public Arbitrator

Concurring Arbitrators' Signatures

Leslie L. Cooney, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date


Richard E. Conner, Esq.
Public Arbitrator

AUG 2, 2002
Signature Date

George Raymond Silver
Non-Public Arbitrator

Signature Date

Date of Service (For NASD Dispute Resolution use only)

Parties' Signatures

_____/s/
Robert H. Rex, Esq.
For Claimant

August 1, 2002
Signature Date

_____/s/
Debra A. Jenks, Esq.
For Respondents

August 1, 2002
Signature Date

ARBITRATION PANEL

Leslie L. Cooney, Esq.
Richard E. Conner, Esq.
George Raymond Silver

• Public Arbitrator, Presiding Chairperson
• Public Arbitrator
• Non-Public Arbitrator

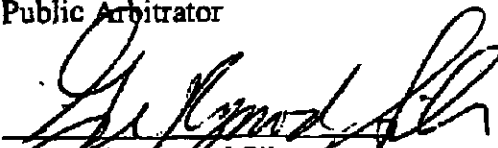
Concurring Arbitrators' Signatures

Leslie L. Cooney, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Richard E. Conner, Esq.
Public Arbitrator

Signature Date


George Raymond Silver
Non-Public Arbitrator


Signature Date

Date of Service (For NASD Dispute Resolution use only)