

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Scott and Bruna Dinetz, Scott and Bruna Dinetz Pension Account, (Claimants) v.
Weatherly Securities Corp., William Odenthal, Livermore Capital, Robert Grabeowetski,
Pelinor Group, Inc., David Gorham, Pellinore Securities Corp., and Richard Messina
(Respondents)

Case Number: 01-04495

Hearing Site: New York, New York

Nature of the Dispute: Customers vs. Associated Persons, Non-Member, and Members.

REPRESENTATION OF PARTIES

Claimants Scott Dinetz ("S. Dinetz") and Bruna Dinetz ("B. Dinetz"), and Scott and Bruna Dinetz Pension Account ("S. and B. Dinetz Pension") hereinafter collectively referred to as ("Claimants"): Arthur Fisch, Esq., Law Office of Arthur Fisch, Brooklyn, New York.

Respondent Weatherly Securities Corp. ("Weatherly"): Maria Porcelli, Weatherly Securities Corporation, Aberdeen, New Jersey.

Respondent William Odenthal ("Odenthal"): Catania T. Facher, Esq., Alonso, Andalkar & Kahn, New York, NY.

Respondents David Gorham ("Gorham"), Richard Messina ("Messina"), Pelinor Group, inc. ("Pelinor Group"), and Pellinore Securities Corp. ("Pellinore Securities"), hereinafter collectively referred to as "the Pellinore Respondents": Frank Cuccio, Esq., Bressler, Amery & Ross, New York, NY.

Respondent Livermore Capital ("Livermore") did not enter an appearance in this matter.

Respondent Robert Grabeowetski ("Grabeowetski") did not enter an appearance in this matter.

CASE INFORMATION

Statement of Claim filed on or about: August 22, 2001.

S. Dinetz signed an undated Uniform Submission Agreement.

B. Dinetz signed an undated Uniform Submission Agreement.

Statement of Answer filed by Weatherly on or about: April 8, 2002.

Weatherly did not sign the Uniform Submission Agreement.

Joint Statement of Answer filed by the Pellinore Respondents on or about: July 19, 2002.

Gorham did not sign the Uniform Submission Agreement.
Messina did not sign the Uniform Submission Agreement.
Pelinor Group did not sign the Uniform Submission Agreement.
Pellinore Securities did not sign the Uniform Submission Agreement.

Statement of Answer filed by Odenthal on or about April 8, 2002.
Odenthal did not sign the Uniform Submission Agreement.

CASE SUMMARY

Claimants asserted the following causes of action: breach of fiduciary duty; failure to supervise; aiding and abetting; breach of implied contract; fraud, and deceit. Claimants' claims involve shares of common stock in Palm.

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

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

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

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$400,000.00, punitive damages in the amount of \$500,000.00 and such other relief as the Panel may deem just and proper.

Weatherly requested that Claimants' claims be dismissed in their entirety.

The Pellinore Respondents requested that Claimants' claims be dismissed in their entirety.

Odenthal requested that Claimants' claims be dismissed in their entirety.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents Weatherly, Gorham, Messina, Odenthal, and Pellinore Securities 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.

Respondent Pelinor Group did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but having answered the claim, is bound by the determination of the Panel on all issues submitted.

Respondent Livermore Capital is not an NASD member and did not agree to voluntarily submit to arbitration. Accordingly, Claimants' claims against Livermore Capital were not arbitrated.

Respondent Grabeowetski is not associated with an NASD member and he did not agree to voluntarily submit to arbitration. Accordingly, Claimants' claims against Grabeowetski were not arbitrated.

During the hearing, at the conclusion of Claimants' case, Respondents moved to dismiss Claimants' claims. After hearing oral argument from all parties and due deliberation by the arbitrators, the Panel determined to dismiss Claimants' claims with prejudice.

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, the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimants' claims are dismissed in their entirety.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent William Odenthal's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent William Odenthal must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
3. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent David Gorham's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent David Gorham must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
4. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Richard Messina's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Richard Messina must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
5. Any and all relief not specifically addressed herein, including punitive damages, 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	= \$ 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, Pellinore Securities Corp., and Weatherly Securities Corp. are parties.

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:

September 29, 30, and October 1, 2, and 3, 2003 adjournment by Odenthal	=\$ 1,200.00
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July 12, 13, and 14, 2004, adjournment by the Claimants	=\$ 1,200.00
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Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. 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:

One (1) Pre-hearing conference session with Panel @ \$1,200.00 per session	
Pre-hearing conference: January 15, 2003 1 session	= \$1,200.00
Two (2) Hearing sessions with Panel @ \$1,200.00 per session	= \$2,400.00
Hearings: October 4, 2006 2 sessions	
Total Forum Fees	= \$3,600.00

The Panel has assessed \$3,600.00 of the forum fees, jointly and severally, against the Claimants.

Fee Summary

1. Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 375.00
Adjournment Fee	= \$ 1,200.00
Forum Fees	= \$ 3,600.00
Total Fees	= \$ 5,175.00
Less payments	= \$ 1,575.00
Balance Due NASD Dispute Resolution	= \$ 3,600.00

2. Respondent Odenthal is solely liable for:

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

3. Respondent Pellinore Securities Corp., is solely liable for:

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

4. Respondent Weatherly Securities 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

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

ARBITRATION PANEL

Melvin Lyon	-	Public Arbitrator, Presiding Chairperson
Alexander Forti	-	Public Arbitrator
Charles L. Henderson, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

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 is which is my award.

Melvin Lyon
Public Arbitrator, Presiding Chairperson

Signature Date

Alexander Forti
Public Arbitrator

Signature Date



Charles L. Henderson, Esq.
Non-Public Arbitrator

10/26/06
Signature Date

October 26, 2006

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

Melvin Lyon	-	Public Arbitrator, Presiding Chairperson
Alexander Forti	-	Public Arbitrator
Charles L. Henderson, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

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 is which is my award.

Melvin Lyon
Public Arbitrator, Presiding Chairperson

Signature Date



Alexander Forti
Public Arbitrator

10-23-06
Signature Date

Charles L. Henderson, Esq.
Non-Public Arbitrator

Signature Date

October 26, 2006

Date of Service (For NASD Dispute Resolution use only)