

**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Anthony S. Porco (Claimant) vs. Taylor Stuart Financial, Inc. and Irving Minnaker (Respondents)

Case Number: 02-01893

Hearing Site: New York, New York

Nature of the Dispute: Customer v. Member and Associated Person.

REPRESENTATION OF PARTIES

Claimant Anthony S. Porco hereinafter referred to as "Claimant": Michele A. Pincus, Esq., Lazer, Aptheker, Rosella & Yedid, P.C., Melville, NY. Previously represented by Michael N. McCarthy, Esq., Lazer, Aptheker, Rosella & Yedid, P.C., Melville, NY.

Respondent Taylor Stuart Financial, Inc. ("Taylor"): Leonard Weintraub, Esq., and Willard Knox, Esq., Paduano & Weintraub LLP, New York, NY. Previously represented by Meredith Rosen Cavallaro, Esq., Paduano & Weintraub LLP, New York, NY. Previously represented by Eileen A. Moore of Taylor, Lake Success, NY.

Respondent Irving Minnaker ("Minnaker"): Leonard Weintraub, Esq., and Willard Knox, Esq., Paduano & Weintraub LLP, New York, NY. Previously represented by Meredith Rosen Cavallaro, Esq., Paduano & Weintraub LLP, New York, NY. Previously, Minnaker appeared *pro se*. Previously represented by Eileen A. Moore of Taylor, Lake Success, NY.

CASE INFORMATION

Statement of Claim filed on or about: March 27, 2002.

Claimant signed the Uniform Submission Agreement: March 27, 2002.

Joint Statement of Answer filed by Respondents Taylor and Minnaker hereinafter collectively referred to as "Respondents" on or about: August 8, 2002.

Respondent Taylor signed Uniform Submission Agreement: August 8, 2002.

Respondent Minnaker signed Uniform Submission Agreement: August 8, 2002.

CASE SUMMARY

Claimant asserted the following causes of action: negligence, breach of fiduciary duty, fraudulent inducement, churning, breach of contract, and statutory and regulatory violations (*i.e.*, violation of Section 10(b) of the Securities Exchange Act of 1934, and

Rule 10b-5 promulgated thereunder). The causes of action relate to unspecified securities.

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

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$314,871.35 plus interest, commissions, costs, attorneys' fees and punitive damages in the amount of \$100,000.00.

Respondents requested dismissal of all claims in their entirety and Respondents' reasonable costs.

OTHER ISSUES CONSIDERED AND DECIDED

On or about June 14, 2006 the parties reached a settlement of all their claims.

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

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of all parties for an entry of an award and the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Claimant's claims are dismissed in their entirety with prejudice.
2. All parties are to bear their own costs and fees.
3. The Panel recommends the expungement of all references to the above captioned arbitration from the registration records maintained by the NASD Central Registration Depository ("CRD") for Respondent Irving Minnaker, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Irving Minnaker must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
4. 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	= \$ 300.00
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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 person(s) at the time of the events giving rise to the dispute. In this matter, Taylor Stuart Financial, Inc. is party.

Member Surcharge	= \$ 1,700.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$ 2,750.00

Adjournment Fees

The following adjournment fees are assessed:

March 11-12, 2003 adjournment requested by Minnaker	= \$1,125.00
May 13-14, 2003 adjournment requested by Minnaker	Waived
November 17-19, 2003 adjournment requested by Respondents	= \$1,125.00
February 15-17, 2005 adjournment requested by all parties	Waived

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing 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. Forum fees associated with these proceedings are:

Two (2) Pre-hearing conference sessions with a single arbitrator @ \$450.00= \$ 900.00

Pre-hearing conferences:	November 3, 2004	1 session
	December 7, 2004	1 session

Two (2) Pre-hearing conference sessions with the Panel @ \$1,125.00	= \$2,250.00
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Pre-hearing conferences:	December 6, 2002	1 session
	July 20, 2004	1 session

Total Forum Fees	= \$3,150.00
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Forum fees for the December 6, 2002 and July 20, 2004 pre-hearing conferences are assessed as follows:

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

The balance of the forum fees for the November 3 and December 7, 2004 pre-hearing conferences are assessed as follows:

1. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Claimant has been assessed \$300.00 of the forum fees.
2. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent Taylor has been assessed \$300.00 of the forum fees.
3. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent Minnaker has been assessed \$300.00 of the forum fees.

FEE SUMMARY

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$1,425.00
<hr/> Total Fees	<hr/> = \$1,725.00
Less payments	= \$1,425.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$ 300.00

2. Respondent Taylor Stuart Financial, Inc. is solely liable for:

Member Fees	= \$5,200.00
Forum Fees	= \$ 300.00
<hr/> Total Fees	<hr/> = \$5,500.00
Less payments	= \$ 0.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$5,500.00

3. Respondent Irving Minnaker is solely liable for:

Adjournment Fee	= \$1,125.00
Forum Fees	= \$ 300.00
<hr/> Total Fees	<hr/> = \$1,425.00
Less payments	= \$ 0.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$1,425.00

4. Respondents Taylor and Minnaker are jointly and severally liable for:

Forum Fees	= \$1,125.00
Adjournment Fee	= \$1,125.00
<hr/> Total Fees	<hr/> = \$2,250.00
Less payments	= \$ 0.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$2,250.00

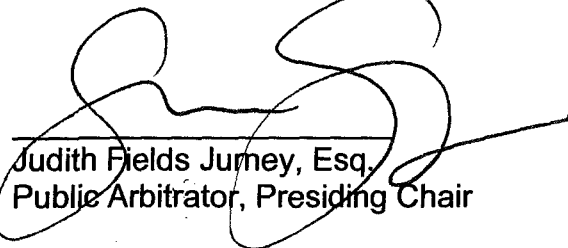
All balances are due and payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Judith Fields Journey, Esq.	-	Public Arbitrator, Presiding Chair
Denis E. Coughlin	-	Public Arbitrator
Eileen Mary Hatala	-	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 instrument, which is my award.



Judith Fields Journey, Esq.
Public Arbitrator, Presiding Chair

7/21/06
Signature Date

Denis E. Coughlin
Public Arbitrator

Signature Date

Eileen Mary Hatala
Non-Public Arbitrator

Signature Date

October 3, 2006
Date of Service (For NASD office use only)

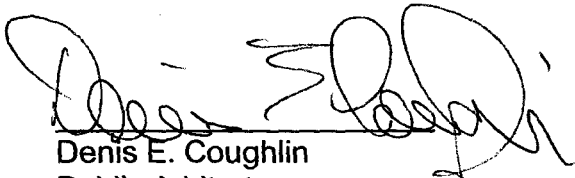
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Judith Fields Journey, Esq.	-	Public Arbitrator, Presiding Chair
Denis E. Coughlin	-	Public Arbitrator
Eileen Mary Hatala	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

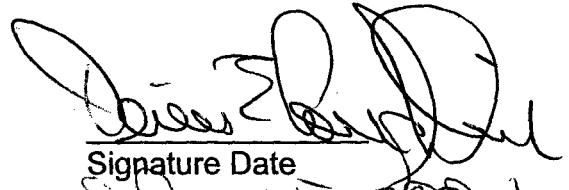
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Judith Fields Journey, Esq.
Public Arbitrator, Presiding Chair



Denis E. Coughlin
Public Arbitrator

Signature Date



Signature Date
Oct 25, 2006

Eileen Mary Hatala
Non-Public Arbitrator

Signature Date

October 3, 2006
Date of Service (For NASD office use only)

ARBITRATION PANEL

Judith Fields Jurney, Esq.	-	Public Arbitrator, Presiding Chair
Denis E. Coughlin	-	Public Arbitrator
Eileen Mary Hatala	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

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Judith Fields Jurney, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Denis E. Coughlin
Public Arbitrator

Signature Date



Eileen Mary Hatala
Non-Public Arbitrator



Signature Date

October 3, 2006

Date of Service (For NASD office use only)