

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

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In the Matter of the Arbitration Between:

Reed Dan Weiser (Claimant) v. Donald Hunt Ackerman and Kevin Michael Peters  
(Respondents)

Case Number: 02-05909

Hearing Site: New York, New York

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

**REPRESENTATION OF PARTIES**

Claimant Reed Dan Weiser ("Weiser") hereinafter referred to as Claimant" appeared *pro se*.

Respondent Donald Hunt Ackerman ("Ackerman") and Kevin Michael Peters ("Peters") hereinafter collectively referred to as "Respondents": Marcie S. Mintz, Esq., Salomon Smith Barney, Inc., New York, NY.

**CASE INFORMATION**

Statement of Claim filed on or about: September 30, 2002.

Claimant signed the Uniform Submission Agreement: September 30, 2002.

Joint Statement of Answer filed by Respondents on or about: January 30, 2003.

Ackerman signed the Uniform Submission Agreement: February 4, 2003.

Peters signed the Uniform Submission Agreement: February 5, 2003.

**CASE SUMMARY**

Claimant asserted the following cause of action: wrongful termination.

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

**RELIEF REQUESTED**

Claimant requested actual damages in the amount of \$400,000.00 and punitive damages in the amount of \$100,000.00.

Respondents requested that the Statement of Claim be in all respects dismissed and that Respondents be granted such other and further relief as is just, proper, and equitable, including the costs expended in defending such a frivolous and untimely action.

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

At the hearing, Respondents made a motion to dismiss for failure to state a claim. After due consideration, the Panel granted said 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, and 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. Claimant's claims are dismissed in their entirety.
2. 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	= Waived
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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, Salomon Smith Barney, Inc. is the Respondents' firm.

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,750.00

#### **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:

One (1) Pre-hearing session with a single arbitrator @ \$450.00	= \$ 450.00
Pre-hearing conference: December 3, 2003 1 session	

One (1) Pre-hearing session with Panel @ \$1,125.00	= \$1,125.00
Pre-hearing conference: September 10, 2003 1 session	
One (1) Hearing session @ \$1,125.00	= \$1,125.00
<u>Hearing Date: December 8, 2003 1 session</u>	
Total Forum Fees	= \$2,700.00

The Panel has not assessed forum fees against any party in this proceeding.

**Fee Summary**

1. Salomon Smith Barney, Inc. is solely liable for:

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

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

Charles S. Guggenheimer, Esq.	-	Public Arbitrator, Presiding Chair
Jill I. Gross, Esq.	-	Public Arbitrator
Herbert R. Behrens	-	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.

\_\_\_\_\_  
Charles S. Guggenheimer, Esq.  
Public Arbitrator, Presiding Chairperson

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

\_\_\_\_\_  
Jill I. Gross, Esq.  
Public Arbitrator

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

  
\_\_\_\_\_  
Herbert R. Behrens  
Non-Public Arbitrator

12-19-03  
Signature Date

January 5, 2004

\_\_\_\_\_  
Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

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Signature Date

\_\_\_\_\_  
*Jill I. Gross*  
Jill I. Gross, Esq.  
Public Arbitrator

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1/5/04  
Signature Date

\_\_\_\_\_  
Herbert R. Behrens  
Non-Public Arbitrator

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

January 5, 2004

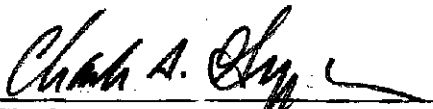
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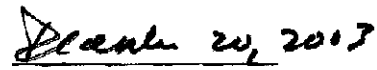
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Charles S. Guggenheimer, Esq.  
Public Arbitrator, Presiding Chairperson



Signature Date

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Jill I. Gross, Esq.  
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January 5, 2004

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