

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

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In the Matter of the Arbitration Between:

Name of the Claimant  
Anthony G. Teti

Case Number: 02-06625

Name of the Respondents  
Jason Remini  
Seaboard Securities, Inc.

Hearing Site: Philadelphia, PA

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

**REPRESENTATION OF PARTIES**

Claimant, Anthony G. Teti, hereinafter referred to as "Claimant", was represented by Anthony J. Hom, Esq., Attorney at Law, New York, New York.

Respondent, Jason Remini, hereinafter referred to as "Respondent Remini", represented himself at the time of the hearing.

Respondent, Seaboard Securities, Inc., hereinafter referred to as "Respondent Seaboard", was represented by Michael P. Gilmore, Esq., Sims Moss Kline & Davis, LLP, Mineola, New York.

**CASE INFORMATION**

Statement of Claim filed on: November 2, 2002.

Claimant signed the Uniform Submission Agreement on: October 28, 2002.

Statement of Answer filed by Respondent Remini on: February 3, 2003.

Respondent Remini did not file a signed Uniform Submission Agreement.

Statement of Answer and Motion to Dismiss filed by Respondent Seaboard on: February 10, 2003.

A representative of Respondent Seaboard signed the Uniform Submission Agreement on: February 10, 2003.

Claimant filed an Opposition to Respondent's Motion to Dismiss on: February 18, 2003.

**CASE SUMMARY**

Claimant asserted the following causes of action, among others: failure to follow Claimant's order to sell; failure to supervise; breach of contract; breach of fiduciary duty; negligence; and, violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law Act of 1968. The causes of action relate to the purchase and sale of Winstar stock.

Unless specifically admitted in its Answer, Respondent Seaboard denied the allegations made in

the Statement of Claim and asserted the following defenses, among others: failure to state a claim upon which relief may be granted; Claimant's claims are barred by the statute of limitations; waiver; Respondent Seaboard acted in good faith and exercised due care; the Statement of Claim fails to set forth any specific rule violations of the NASD; unclean hands; and, ratification, waiver, and estoppel.

Unless specifically admitted in his Answer, Respondent Remini denied the allegations made in the Statement of claim and asserted the following defenses: failure to state a claim upon which relief may be granted; assumption of risk; Claimant did not rely on any alleged misrepresentation or omission; failure to mitigate damages; any losses were caused by market conditions; and, all transactions were conducted with Claimant's prior consent.

### **RELIEF REQUESTED**

Claimant in his Statement of Claim requested:

Compensatory Damages	\$ 84,577.76
Interest	amount unspecified
Attorneys' Fees	amount unspecified
Other Costs	amount unspecified

Respondent Seaboard in its Statement of Answer requested that the claims against it be dismissed in their entirety, that Respondent Seaboard be awarded its costs, and that all forum fees and other fees be assessed against Claimant.

Respondent Remini in his Statement of Answer requested judgment in his favor and against Claimant.

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

Respondent Remini did not file with NASD Dispute Resolution, a properly executed submission to arbitration but is required to submit to arbitration pursuant to the Code and, having answered the claim, is bound by the determination of the Arbitration Panel (the "Panel") on all issues submitted.

The Panel did not rule on Respondent Seaboard's Motion to Dismiss.

Prior to the hearing, Claimant settled his claim against Respondent Seaboard only.

At the hearing, Respondent Remini did not appear. At the hearing, the Panel attempted to contact Respondent Remini by leaving a voicemail at Respondent Remini's work telephone, and by calling his present employer's corporate counsel.

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. Respondent Remini shall pay Claimant compensatory damages in the amount of \$13,251.74, plus the legal rate of interest in New Jersey on that amount. Interest shall be calculated on a simple basis and shall accrue from December 8, 2003 through the date the Award is paid in full;
2. Respondent Remini shall pay Claimant \$1,175.00 in costs;
3. The parties shall bear their respective costs, including attorney's fees, except as Fees are specifically addressed below; and,
4. Any and all relief not specifically addressed herein is denied in its entirety.

### **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	= \$ 225
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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 firms that employed the associated person(s) at the time of the events giving rise to the dispute. Accordingly, Respondent Seaboard is a party.

Member surcharge	= \$ 1,100
Pre-hearing process fee	= \$ 750
Hearing process fee	= \$ 1,700
Total Member Fees	= \$ 3,550

#### **Forum Fees and Assessments**

The 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:

One (1) Pre-hearing session with Panel @ \$ 750	= \$ 750
Pre-hearing conference: June 23, 2003 1 session	

One (1) Hearing sessions @ \$ 750	= \$ 750
Hearing Date: December 8, 2003 1 session	

Total Forum Fees = \$ 1,500

The Panel has assessed \$ 1,500 of the forum fees to Respondent Remini.

#### **FEE SUMMARY**

1. Claimant, is assessed and shall pay the following fees:

Initial Filing Fee	= \$ 225
Total Fees	= \$ 225
Less payments	= \$ 975
Refund owed to Claimant	= \$ 750

2. Respondent Seaboard is assessed and shall pay the following fees:

Member Fees	= \$ 3,550
Total Fees	= \$ 3,550
Less payments	= \$ 4,300
Amount credited to CRD account	= \$ 750

3. Respondent Remini is assessed and shall pay the following fees:

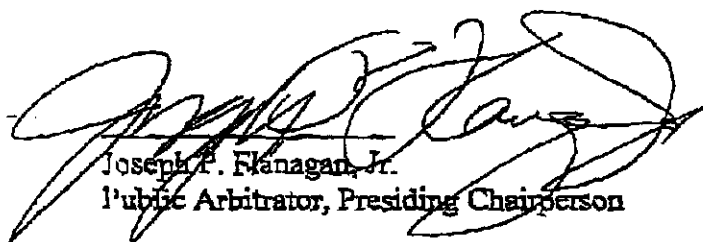
Forum Fees	= \$ 1,500
Total Fees	= \$ 1,500
Less payments	= \$ 00
Balance Due NASD Dispute Resolution	= \$ 1,500

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

#### **ARBITRATION PANEL**

Joseph P. Flanagan, Jr.	-	Public Arbitrator, Presiding Chairperson
James P. O'Donnell	-	Public Arbitrator, Panelist
Douglas Scott Knehr, Esq.	-	Non-Public Arbitrator, Panelist

Concurring Arbitrators' Signatures



Joseph P. Flanagan, Jr.  
Public Arbitrator, Presiding Chairperson

12/16/03  
Signature Date

James P. O'Donnell  
Public Arbitrator, Panelist

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Signature Date

Douglas Scott Kuehr, Esq.  
Non-Public Arbitrator, Panelist

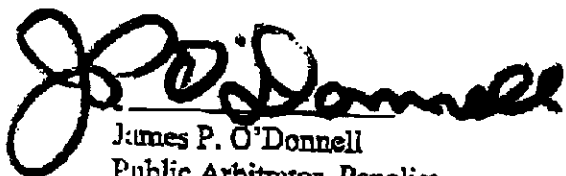
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Signature Date

December 19, 2003  
Date of Service (For NASD Dispute Resolution office use only)

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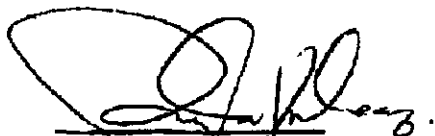
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Douglas Scott Knehr, Esq.  
Non-Public Arbitrator, Panelist

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