

**IN ARBITRATION
UNDER CHAPTER XVIII OF THE RULES
OF THE CHICAGO BOARD OPTIONS EXCHANGE, INCORPORATED**

)	
In The Matter Of)	
)	
Kevin Boyle, David Snyder, and)	
Scott Snyder,)	
Claimants)	DECISION
)	
v.)	File No. 02M008
)	
LETCO Partners, L.L.C.,)	
LETCO-DPM, L.P.,)	
LETCO-DPM, Inc., Lee Tenzer,)	
John Robinson, and Scott Kilrea,)	
)	
Respondents.)	
)	

Representation

For Claimants:	Robert H. Griffith and Celiza P. Bragança, Ungaretti and Harris, Chicago, Illinois
For Respondent:	Steven S. Scholes and Douglas E. Whitney, McDermott, Will, and Emery, Chicago, Illinois

Pleadings

Statement of Claim and Submission Agreement, filed on or about:	June 24, 2002
Answer and Submission Agreement, filed on or about:	August 16, 2002
CounterClaim, filed on or about:	August 16, 2002
Answer to CounterClaim, filed on or about:	August 29, 2002

Hearing

The named parties appeared at the hearing sessions specified below, and had full opportunity to present arguments and evidence.

<u>Date(s)</u>	<u>No. of Sessions</u>	<u>Location</u>
May 19, 2003	1	Chicago, Illinois
May 20, 2003	2	Chicago, Illinois
May 21, 2003	2	Chicago, Illinois
May 22, 2003	1	Chicago, Illinois

Summary of Issues

On June 24, 2002, Kevin Boyle, David Snyder, and Scott Snyder ("Claimants") filed a Statement of Claim against LETCO Partners, L.L.C., LETCO-DPM, L.P., LETCO DPM, Inc., Lee Tenzer, John Robinson, and Scott Kilrea ("Respondents") containing several counts. The disputes that underlie the

Statement of Claim arise out of the sale by Claimants of their ownership interest in Boyle & Snyder, L.L.C. ("B&S") to Respondents.

In their first count, alleging fraud, Claimants allege that Respondents knowingly and deliberately made material misrepresentations and omissions to Claimants in connection with both the sale of B&S to Respondents and the sale of interest in LETCO-DPM, L.P. to Claimants. In their second count, Claimants allege that Respondents Lee Tenzer, Scott Kilrea, and John Robinson breached certain fiduciary duties owed to Claimants. In their third and fourth counts, Claimants allege that Respondents' conduct, as it pertains to the facts of this case, constitutes violations of various sections and rules of the Securities Exchange Act of 1934. In their fifth and sixth counts, Claimants allege that Respondents' actions, as it pertains to the facts of this case, constitute violations of various Illinois State laws and. Claimants allege that, as a result of the aforementioned conduct, Claimants have suffered substantial damages, for which Claimants seek an award of compensatory damages, consequential damages, punitive damages, attorney fees, and costs. Finally, Respondents request that, under Illinois State Law, all Respondents should be compelled to submit to an accounting of all books and related to this dispute records.

At the hearing, Claimants requested specific compensatory damages of either \$3,095,110 or \$4,512,610, depending upon the method of damages calculation employed.

Respondents alleged that Respondents made no misrepresentations or omissions in relation to the sale of either B&S or of LETCO-DPM, L.P.; that Respondents breached no agreements between Respondents and Claimants; that Claimants received full and total consideration in relation to all agreements between Claimants and Respondents; and, that any resulting disputes related to the facts of this matter were resolved subsequent to the sales of both B&S and LETCO-DPM, L.P. Respondents claim that Claimants have no viable claims for fraud, for breach of fiduciary duty, for violations of federal securities laws, for violation of Illinois State Laws, or to demand an accounting.

In Respondents' counterclaim, Respondents allege that, because Claimants previously settled all claims Claimants asserted in this arbitration, Claimants should be ordered to repay all monies received pursuant to that settlement; in the amount of \$426,300, plus attorney fees, cost, and interest.

Award*

After due deliberation and in consideration of the hearing testimony, documentary evidence, and other submissions of the parties, the undersigned arbitrators, in full and final resolution of all issues in controversy, award as follows:

1. Claimants' request for compensatory damages, punitive damages, attorney fees, interest, and costs is denied.
2. Respondents' request for compensatory damages, attorney fees, interest, and costs is denied.
3. Claimant shall be responsible for \$9,750.00 in forum fees.
4. Respondent shall be responsible for \$1,500.00 in forum fees.

* Pursuant to CBOE Rule 18.31, all monetary awards shall be paid within thirty (30) days of receipt unless a motion to vacate has been filed with a court of competent jurisdiction.

Forum Fees

Pursuant to Exchange Rule 18.33, the Arbitrators assess the following forum fees:

Initial Filing Fee – Claim	\$1,500
Initial Filing Fee – CounterClaim	\$750
Hearing Session Fees (6 x \$1,500)	\$9,000
Adjournment Fee (1 x \$1,500)	Waived
Total	\$11,250

1. Responsibility for the forum fees is assessed as follows: Claimants shall be responsible for \$9,750 and Respondents shall be responsible for \$1,500.
2. The Exchange shall retain the non-refundable filing fees submitted by both Claimants and Respondents in the amounts of \$1,500 and \$750, respectively, along with the hearing sessions deposits previously submitted by Claimants and Respondents, also in the amounts of \$1,500 and \$750, respectively.
3. Claimants shall submit \$6,750 to the Chicago Board Options Exchange, Incorporated.

/s/ Paul J. Jiganti
Paul J. Jiganti, Chairman and Industry Arbitrator

June 4, 2003
Date

/s/ David Dobreff
David Dobreff, Industry Arbitrator

June 4, 2003
Date

/s/ Mark R. Flugger
Mark R. Flugger, Industry Arbitrator

June 4, 2003
Date