

NASD DISPUTE RESOLUTION AWARD
NASD DISPUTE RESOLUTION

CASE: 03-01387

Edward Stevens, Claimant vs. Quick & Reilly, Inc., Andrew Kiaer, and Michael Prendergast, Respondents.

ATTORNEYS:

Claimant, Edward Stevens, ("Claimant"), appeared pro se, Chicago IL.

Respondents, Quick & Reilly, Inc., and Michael Prendergast, (collectively "Respondents") appeared through their in-house counsel, Matthew S. Diggins, Esq., New York, NY.

Respondent, Andrew J. Kiaer, ("Respondent"), did not respond to the Statement of Claim.

DATE FILED: February 25, 2003

CASE SUMMARY: Claimant alleged that Respondents solicited him to purchase Conseco PFD Sec. (TOPRS) which were inappropriate to his investment objectives. Claimant further alleged that Respondents provided him with misleading information, failed to supervise his account and omitted and misrepresented facts regarding his investments. Claimant maintained that due to Respondents' actions, the account suffered losses.

Claim Data

Claim: \$7,500.00
Interest: \$708.00
Punitive: \$2,500.00
Filing Fees: \$.00
Other: Unspecified

Award Data

Award: \$.00
Interest: \$.00
Punitive: \$.00
Filing Fees: \$162.50
Other: \$.00

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) The claims of Claimant are dismissed in their entirety. 2) All requests for attorney fees are denied. 3) All requests for interest are denied. 4) All requests for punitive damages are denied. 5) All other relief requests are denied. 6) The \$325.00 filing fee previously deposited with NASD Dispute Resolution by the Claimant, shall be retained by NASD Dispute Resolution. 7) Respondent, Quick & Reilly, Inc. is liable and shall pay Claimant \$162.50 as reimbursement of one-half of the filing fee.

OTHER FEES: Pursuant to Rule 10333 of the Code, Respondent, Quick & Reilly, Inc. has paid to NASD Dispute Resolution the \$325.00 Member Surcharge previously invoiced.

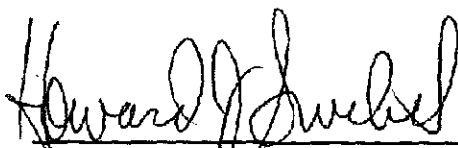
OTHER ISSUES: Pursuant to the By-Laws of NASD Dispute Resolution, the arbitrator determined that Respondent, Andrew J. Kiaer was served notice of the Statement of Claim and Notification of Arbitrator by regular mail, is therefore bound by the arbitrator's ruling and determination.

Howard J. Swibel, Esq.

Sole Public Arbitrator

AFFIRMATION

I, Howard J. Swibel, Esq., do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.


Howard J. Swibel, Esq.


Signature Date

October 1, 2003

Date of Service (For NASD-DR office use only)