

**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Name of the Claimant
Helene Keller

Case Number: 03-05098

Names of the Respondents
Quick and Reilly, Inc.
Richard Poveromo

Hearing Site: Philadelphia, PA

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

REPRESENTATION OF PARTIES

Claimant, Helene Keller, hereinafter referred to as "Claimant", was represented by George L. Mahr III, Esq., George L. Mahr, P.C., Madison, New Jersey.

Respondents, Quick & Reilly, Inc. ("Quick & Reilly") and Richard Poveromo ("Poveromo"), hereinafter collectively referred to as "Respondents", were represented by William E. Goydan, Esq., Wolff & Samson, P.C., West Orange, New Jersey.

CASE INFORMATION

Statement of Claim filed on July 11, 2003.

Claimant signed the Uniform Submission Agreement on July 3, 2003.

Statement of Answer filed by Respondents on October 3, 2003.

A representative of Respondent Quick & Reilly signed the Uniform Submission Agreement on August 26, 2003.

Respondent Poveromo signed the Uniform Submission Agreement on August 23, 2004.

CASE SUMMARY

Claimant asserted the following causes of action arising out of her purchase of an annuity: unsuitable investments; misrepresentations and omissions to state; forgeries; and failure to supervise. Claimant alleged that Respondent Poveromo misrepresented to her that the annuity she purchased was a fixed annuity when it was in fact a variable annuity.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted the following counter-facts and defenses: the Statement of Claim fails to state a claim upon which relief may be granted; Respondents discharged all their responsibilities in a professional and ethical manner and all of their actions were well within the parameters of accepted brokerage procedures and all exchange and governmental regulations; Claimant executed all forms bearing her name; although Claimant asserts that her stated investment objective was preservation of principal, Claimant acknowledged in her Statement of Claim that she signed a new account application, which indicated capital appreciation was one of

her investment objectives; all of the transactions for Claimant were thoroughly discussed with her, authorized by her, and were effectuated with her full knowledge and consent; Claimant received periodic statements of the performance of the annuity, without objection; the transactions affected by Claimant were appropriate and consistent with her stated desires and objectives; any losses sustained were the result of market conditions, and events that were neither caused by nor within the control of Respondents; and Claimant knowingly, willingly, and voluntarily assumed the risks associated with her investments.

In support of Respondents' position that no documents were forged, Respondents produced an affidavit of Claimant's sister, stating that she witnessed Claimant, in Claimant's own home, sign documents Claimant alleges were forged.

RELIEF REQUESTED

Claimant requested:

Compensatory Damages	\$ 95,000.00
Punitive Damages	amount unspecified
Attorney's Fees	amount unspecified
Other Costs	amount unspecified

Respondents requested that the Arbitration Panel (the "Panel") award them costs and fees of defending the arbitration, and that the Panel order the expungement of all reference to this matter from the Central Registration Depository ("CRD") record of Respondent Poveromo.

OTHER ISSUES CONSIDERED AND DECIDED

Prior to the commencement of the hearings in this matter, Claimant withdrew her claims against Respondent Poveromo with prejudice. Claimant and Respondent Quick & Reilly fully and finally settled all claims by and between them, pursuant to the terms of the Settlement Agreement and General Release entered into between them, and Claimant has dismissed her claims against Respondent Quick & Reilly with prejudice. Therefore, the Parties submit this Stipulated Award to the Panel for its consideration and request that it be entered.

The parties have agreed that the Stipulated Award in this matter may be executed in counterpart copies.

AWARD

Pursuant to the above, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. That the parties have amicably resolved their differences and have requested this Stipulated Award;
2. That the Panel recommends the expungement of all reference to the above-captioned arbitration from Respondent Poveromo's registration records maintained by the CRD with the understanding that, pursuant to NASD Notices to Members 99-09 and 99-54, Respondent

Poveromo must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive;

3. That each party shall bear its own costs and expenses, including attorneys' fees, except as Fees are specifically addressed below; and
4. That any and all relief not specifically addressed herein, including punitive damages, 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 = \$ 225.00

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 at the time of the events giving rise to the dispute. Accordingly, Respondent Quick & Reilly is a party.

Member surcharge	= \$ 1,100.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 1,700.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

October 5-8, 2004, adjournment by Claimant	waived
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Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

October 5-8, 2004, settled by parties	= \$ 300.00
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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 a single arbitrator @ \$ 450.00	= \$ 450.00
Pre-hearing conference: April 23, 2004 1 session	

One (1) Pre-hearing session with Panel @ \$ 750.00 = \$ 750.00

Pre-hearing conference: February 4, 2004 1 session

Total Forum Fees = \$ 1,200.00

1. The Panel has assessed \$ 400.00 of the forum fees to Claimant.
2. The Panel has assessed, pursuant to the Respondents' agreement, \$ 800.00 of the forum fees to Respondent Quick & Reilly.

Fee Summary

1. Claimant is assessed and shall pay:

Initial Filing Fee	= \$ 225.00
Three-Day Cancellation Fee	= \$ 150.00
<u>Forum Fees</u>	<u>= \$ 400.00</u>
Total Fees	= \$ 775.00
<u>Less payments</u>	<u>= \$ 975.00</u>
Refund owed Claimants	= \$ 200.00

2. Respondent Quick & Reilly is assessed and shall pay:

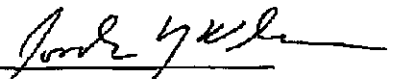
Member Fees	= \$ 3,550.00
Three-Day Cancellation Fee	= \$ 150.00
<u>Forum Fees</u>	<u>= \$ 800.00</u>
Total Fees	= \$ 4,500.00
<u>Less payments</u>	<u>= \$ 3,550.00</u>
Balance Due NASD Dispute Resolution	= \$ 950.00

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

ARBITRATION PANEL

Jordan Roy Nelson, PhD	-	Public Arbitrator, Presiding Chairperson
Earl L. Cahan, Esq.	-	Public Arbitrator, Panelist
Felix A. Meschini, Jr.	-	Non-Public Arbitrator, Panelist

Concurring Arbitrators' Signatures


Jordan Roy Nelson, PhD
Public Arbitrator, Presiding Chairperson

5/18/05
Signature Date

Earl L. Cahan, Esq.
Public Arbitrator, Panelist

Signature Date

Felix A. Meschini, Jr.
Non-Public Arbitrator, Panelist


Signature Date

May 19, 2005
Date of Service (For NASD Dispute Resolution office use only)

Concurring Arbitrators' Signatures

Jordan Roy Nelson, PhD
Public Arbitrator, Presiding Chairperson

Signature Date



Earl L. Cahan, Esq.
Public Arbitrator, Panelist


5/13/05
Signature Date

Felix A. Meschini, Jr.
Non-Public Arbitrator, Panelist

Signature Date

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Public Arbitrator, Presiding Chairperson

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Public Arbitrator, Panelist

Signature Date



Felix A. Meschini, Jr.
Non-Public Arbitrator, Panelist



Signature Date

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