

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

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In the Matter of the Arbitration Between:

George C. Stills, Jr. (Claimant) v. Quick & Reilly, Inc. (Respondent)

Case Number: 03-05386

Hearing Site: New York, New York

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Nature of the Dispute: Associated Person v. Member.

**REPRESENTATION OF PARTIES**

Claimant George C. Stills, Jr. ("Stills") hereinafter referred to as "Claimant" appeared *pro se*.

Respondent Quick & Reilly, Inc. ("Q&R") hereinafter referred to as "Respondent": Peter Byer, Esq., Quick & Reilly, Inc., New York, NY.

**CASE INFORMATION**

Statement of Claim filed on or about: July 21, 2003.

Claimant signed the Uniform Submission Agreement: April 14, 2003.

Statement of Answer filed by Respondent on or about: October 17, 2003.

Respondent signed the Uniform Submission Agreement: October 16, 2003.

**CASE SUMMARY**

Claimant asserted the following causes of action: wrongful termination; filing false statements; and failure to pay commissions earned.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim.

**RELIEF REQUESTED**

Claimant requested compensatory damages in the amount of \$5,000.00; punitive damages in the amount of \$25,000.00; removal of language on Form U-5 stating that termination was due to unauthorized trade; forum fees in the amount of \$150.00; and other case-related costs in the amount of \$450.00.

Respondent requested that the claim be dismissed in its entirety and the costs charged to the Claimant.

**OTHER ISSUES CONSIDERED AND DECIDED**

During the hearing, Respondent specifically waived any claim that it may have for a deficit balance, if any, in Claimant's compensation account.

**AWARD**

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions, the Arbitrator 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 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	= \$150.00
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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 person at the time of the events giving rise to the dispute. Accordingly, Quick & Reilly, Inc. is a party.

Member surcharge	= \$ 600.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$1,000.00

**Forum Fees and Assessments**

The Arbitrator has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with the sole arbitrator @ \$450.00	= \$450.00
Pre-hearing conference: March 19, 2004 1 session	

One (1) Hearing session @ \$450.00	= \$450.00
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Hearing Date: June 2, 2004 1 session	
Total Forum Fees	= \$900.00

1. The Arbitrator has assessed \$450.00 of the forum fees against Claimant.
2. The Arbitrator has assessed \$450.00 of the forum fees against Respondent.

**Fee Summary**

1. Claimant is solely liable for:	
Initial Filing Fee	= \$ 150.00
<u>Forum Fees</u>	= \$ 450.00
Total Fees	= \$ 600.00
<u>Less payments</u>	= \$ 600.00
Balance Due NASD Dispute Resolution	= \$ 0.00
2. Respondent is solely liable for:	
Member Fees	= \$2,350.00
<u>Forum Fees</u>	= \$ 450.00
Total Fees	= \$2,800.00
<u>Less payments</u>	= \$2,350.00
Balance Due NASD Dispute Resolution	= \$ 450.00

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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NASD REGULATION

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ARBITRATOR

Irene C. Warshawer, Esq.

Sole Public Arbitrator

Arbitrator's Signature

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 is which is my award.



Irene C. Warshawer, Esq.  
Sole Public Arbitrator

6/28/04

Signature Date

June 30, 2004.

Date of Service (For NASD Dispute Resolution use only)