

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Myrna M. Bourbigot (Claimant) v. VeraVest Investments, Inc. formerly Allmerica Investments, Inc., James L. Weimar, Jr., William N. Hytner, Stuart Silverman, and Kenneth Dimicco (Respondents)

Case Number: 03-05461

Hearing Site: New York, New York

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

REPRESENTATION OF PARTIES

Claimant Myrna M. Bourbigot ("Bourbigot") hereinafter referred to as "Claimant": Bart J. Eagle, Esq., Law Offices of Bart J. Eagle, PLLC, New York, NY.

Respondents VeraVest Investments, Inc. formerly Allmerica Investments, Inc. ("VeraVest"), James L. Weimar, Jr. ("Weimar"), William N. Hytner ("Hytner"), Stuart Silverman ("Silverman"), and Kenneth Dimicco ("Dimicco") hereinafter collectively referred to as "Respondents": Katherine B. Harrison, Esq., Paduano & Weintraub, LLP, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: July 24, 2003.

First Amended Statement of Claim filed on or about: December 19, 2003.

Claimant signed the Uniform Submission Agreement: July 23, 2003 and December 20, 2003.

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

Joint Statement of Answer to the First Amended Statement of Claim filed by Respondents on or about: February 12, 2004.

Respondent VeraVest signed the Uniform Submission Agreement.

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

Respondent Hytner signed the Uniform Submission Agreement: October 10, 2003.

Respondent Silverman signed the Uniform Submission Agreement: February 11, 2004.

Respondent Dimicco signed the Uniform Submission Agreement: February 4, 2004.

CASE SUMMARY

Claimant asserted the following causes of action: unauthorized trading; unsuitability; failure to supervise; fraud; negligence; breach of contract; breach of fiduciary duty; violations of §10(b) of the Securities and Exchange Act of 1934 and SEC Rule 10b-5 thereunder; and respondeat superior. The causes of action relate to a life insurance policy and variable annuity contracts.

Unless specifically admitted in their Answer and Answer to Claimant's First Amended Statement of Claim, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$482,453.02; interest; commissions and fees; costs; attorneys' fees; punitive damages; and such other and further relief as the arbitrators deem appropriate.

Respondents requested that the Panel dismiss the Statement of Claim in its entirety; costs and attorneys' fees; and such other and further relief as the Panel deems just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

On or about May 6, 2005, NASD Dispute Resolution was notified that the parties settled this matter and requested a Stipulated Award.

On or about May 12, 2005, counsel for Respondents submitted a signed Stipulation Regarding Expungement for the Panel's approval. This document is annexed hereto as Exhibit "A".

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Claimant's claims are dismissed in their entirety with prejudice.
2. All parties are to bear their own costs and fees.
3. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent James L. Weimar, Jr.'s registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent James L. Weimar, Jr. must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.

4. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent William N. Hytner's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent William N. Hytner must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
5. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Stuart Silverman's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Stuart Silverman must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
6. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Kenneth Dimicco registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Kenneth Dimicco must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
7. Any and all relief not specifically addressed herein, including punitive damages, 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	= \$300.00
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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 persons at the time of the events giving rise to the dispute. In this matter, VeraVest Investments, Inc. formerly Allmerica Investments, Inc. is a party.

Member Surcharge	= \$1,700.00
Pre-Hearing Process Fee	= \$ 750.00
<u>Hearing Process Fee</u>	= \$2,750.00
Total Member Fees	= \$5,200.00

Adjournment Fees

The following adjournment fees are assessed:

August 3-5, 2004, adjournment requested by Respondents	= \$1,125.00
November 3-5, 2004, adjournment requested by Respondents	= \$1,500.00

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:

May 10-12, 2005, settled by parties	= \$300.00
Claimant's share	= \$50.00
Respondent VeraVest's share	= \$50.00
Respondent Weimar's share	= \$50.00
Respondent Hytner's share	= \$50.00
Respondent Silverman's share	= \$50.00
Respondent Dimicco's share	= \$50.00

Forum Fees and Assessments

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

Two (2) Pre-hearing conference sessions with the Panel @ \$1,125.00/session	= \$2,250.00
Pre-hearing conferences: January 21, 2004 1 session	
September 21, 2004 1 session	
<hr/> Total Forum Fees	<hr/> = \$2,250.00

1. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Claimant has been assessed \$375.00 of the forum fees.
2. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent VeraVest has been assessed \$375.00 of the forum fees.
3. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent Weimar has been assessed \$375.00 of the forum fees.
4. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent Hytner has been assessed \$375.00 of the forum fees.
5. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent Silverman has been assessed \$375.00 of the forum fees.
6. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent Dimicco has been assessed \$375.00 of the forum fees.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
Three-Day Cancellation Fee	= \$ 50.00
<u>Forum Fees</u>	<u>= \$1,125.00</u>
Total Fees	= \$1,475.00
<u>Less payments</u>	<u>= \$1,475.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Pursuant to Rule 10332(f) of the Code of Arbitration Procedure, NASD is retaining the total initial amount of the hearing session deposited by Claimant because this office was notified that the parties settled this matter within eight business of the first scheduled hearing session.

2. Respondent VeraVest is solely liable for:

Member Fees	= \$5,200.00
Three-Day Cancellation Fee	= \$ 50.00
<u>Forum Fees</u>	<u>= \$ 375.00</u>
Total Fees	= \$5,625.00
<u>Less payments</u>	<u>= \$6,700.00</u>
Refund Due VeraVest	= \$1,075.00

3. Respondent Weimar is solely liable for:

Three-Day Cancellation Fee	= \$ 50.00
<u>Forum Fees</u>	<u>= \$ 375.00</u>
Total Fees	= \$ 425.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$ 425.00

4. Respondent Hytner is solely liable for:

Three-Day Cancellation Fee	= \$ 50.00
<u>Forum Fees</u>	<u>= \$ 375.00</u>
Total Fees	= \$ 425.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$ 425.00

5. Respondent Silverman is solely liable for:

Three-Day Cancellation Fee	= \$ 50.00
<u>Forum Fees</u>	<u>= \$ 375.00</u>
Total Fees	= \$ 425.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$ 425.00

6. Respondent Dimicco is solely liable for:

Three-Day Cancellation Fee	= \$ 50.00
Forum Fees	= \$ 375.00
Total Fees	= \$ 425.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 425.00

7. Respondents are jointly and severally liable for:

Adjournment Fees	= \$2,625.00
Total Fees	= \$2,625.00
Less payments	= \$2,625.00
Balance Due NASD Dispute Resolution	= \$ 0.00

All balances are due and payable to NASD Dispute Resolution

Parties' Signatures

Myrna M. Bourbigot
Myrna M. Bourbigot
Claimant

June 3, 2005
Signature Date

VeraVest Investments, Inc.
Respondent

Signature Date

James L. Weimar, Jr.
Respondent

Signature Date

William N. Hytner
Respondent

Signature Date

Stuart Silverman
Respondent

Signature Date


Kenneth Dimicco
Respondent

Signature Date

Parties' Signatures

Myma M. Bourbigot
Claimant

Signature Date


Vera Vest Investments, Inc.
Respondent *Alfred Corrao*

6/2/05
Signature Date

James L. Weimar, Jr.
Respondent

Signature Date

William N. Hytner
Respondent

Signature Date

Stuart Silverman
Respondent

Signature Date

Kenneth Dirnicco
Respondent

Signature Date


Parties' Signatures

Myna M. Bourbigot
Claimant

Signature Date

VeraVest Investments, Inc.
Respondent

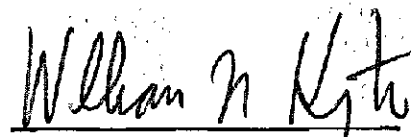
Signature Date



James L. Weimar, Jr.
Respondent

6/6/05

Signature Date



William N. Hytner
Respondent

6/6/05

Signature Date

Stuart Silverman
Respondent

Signature Date

Kenneth Dimicco
Respondent

Signature Date

Parties' Signatures

Myrna M. Bourbigot
Claimant

Signature Date

VeraVest Investments, Inc.
Respondent

Signature Date

James L. Weimar, Jr.
Respondent

Signature Date

William N. Hytner
Respondent

Signature Date



Stuart Silverman
Respondent

6/7/05
Signature Date

Kenneth Dimicco
Respondent

Signature Date

Parties' Signatures

Myrna M. Bourbigot
Claimant

Signature Date

VeraVest Investments, Inc.
Respondent

Signature Date

James L. Weimar, Jr.
Respondent


Signature Date

William N. Hytner
Respondent

Signature Date

Stuart Silverman
Respondent

Signature Date


Kenneth Dimicco
Respondent

6/8/05
Signature Date

ARBITRATION PANEL

Edward Baer, Esq.	-	Public Arbitrator, Presiding Chair
Saverio J. Cina	-	Public Arbitrator
Linda T. Pellegrino, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

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 in which is my award.



Edward Baer, Esq.
Public Arbitrator, Presiding Chair

6/27/2005

Signature Date

Saverio J. Cina
Public Arbitrator

Signature Date

Linda T. Pellegrino, Esq.
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

ARBITRATION PANEL

Edward Baer, Esq.	-	Public Arbitrator, Presiding Chair
Saverio J. Cina	-	Public Arbitrator
Linda T. Pellegrino, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

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.

Edward Baer, Esq.
Public Arbitrator, Presiding Chair

Signature Date


Saverio J. Cina
Public Arbitrator

6/28/05
Signature Date

Linda T. Pellegrino, Esq.
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

ARBITRATION PANEL

Edward Baer, Esq.	-	Public Arbitrator, Presiding Chair
Saverio J. Cina	-	Public Arbitrator
Linda T. Pellegrino, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures


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.

Edward Baer, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Saverio J. Cina
Public Arbitrator

Signature Date


Linda T. Pellegrino, Esq.
Non-Public Arbitrator

6/28/05
Signature Date

July 8, 2005

Date of Service (For NASD office use only)