
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants

Angelo F. Sammarco and Marie O. Sammarco, Jointly
Angelo F. Sammarco, Individually
Marie O. Sammarco, Individually

Case Number: 03-06314

Names of the Respondents

Gary S. Ellis
David D. Cohen
Raymond James Financial Services, Inc.

Hearing Site: Tampa, Florida

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

REPRESENTATION OF PARTIES

For Angelo F. Sammarco and Marie O. Sammarco, Jointly, Angelo F. Sammarco, Individually and Marie O. Sammarco, Individually, hereinafter referred to as "Claimants": Eduardo Rodriguez, Esq., Hooper & Weiss, L.L.C., Orlando, Florida.

For Respondents Gary S. Ellis ("Ellis") and Raymond James Financial Services, Inc. ("RJFS"): Christopher M. Aiello, Esq., Raymond James Financial Services, Inc., St. Petersburg, Florida.

For Respondent David D. Cohen ("Cohen"): William T. Kirtley, Esq., William T. Kirtley, P.A., Sarasota, Florida.

CASE INFORMATION

Statement of Claim filed on or about: September 3, 2003.

Claimants signed the Uniform Submission Agreement: March 25, 2003.

Statement of Answer filed by Respondents Ellis and RJFS on or about: November 14, 2003.

Statement of Answer and Counterclaim filed by Respondent Cohen on or about: November 14, 2003.

Respondent RJFS signed the Uniform Submission Agreement: September 22, 2003.

Respondent Ellis signed the Uniform Submission Agreement: October 9, 2003.

Respondent Cohen signed the Uniform Submission Agreement: December 8, 2003.

Statement of Answer to Respondent Cohen's Counterclaim filed by Claimants on or about: February 12, 2004.

CASE SUMMARY

Claimants asserted the following causes of action: 1) unsuitability; 2) breach of contract; 3) breach of fiduciary duty; 4) violations of Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934; 5) common law

fraud; 6) violations of SRO Conduct Rules; 7) negligence; 8) failure to supervise; and, 9) respondeat superior. The causes of action relate to the purchase of various, unspecified stocks in Claimants' accounts.

Unless specifically admitted in their Answers, Respondents denied the allegations made in the Statement of Claim and asserted the following defenses;

1. Claimants' claims are barred by the applicable statutes of limitations, including, but not limited to, the one-year statute of limitations for all claims derivative of Section 10(b) of the Securities Exchange Act of 1934.
2. Claimants' claims are barred by the doctrine of laches.
3. Claimants' claim for negligence fails to state a cause of action where the predicate for such action lies in contract.
4. Claimants assumed the risks of investing in the securities and thus have no basis for any claim against Respondents.
5. Claimants approved, authorized, ratified and/or acquiesced in the alleged acts, omissions and misrepresentations, which form the basis of the subject complaint.
6. Claimants are estopped from recovering in this action because they were aware of the transactions in the account(s), approved the type of transactions that were performed and ratified the specific transactions which occurred.
7. Claimants are barred from recovery under the doctrine of waiver because they received timely personal reports of individual transactions and waived any cause of action against Respondents by failing to object to any of them.
8. Claimants cannot recover from Respondents because the handling of this account was in accordance and compliance with applicable brokerage industry standards, guidelines and regulatory requirements.
9. Any injury, loss or damage to the Claimants was the result of superseding or intervening beyond the control of Respondents.
10. Any injury, loss or damage to the Claimants was the result of their own conduct and therefore, may not be awarded against Respondents.
11. Claimants failed to mitigate the consequences of any alleged misrepresentation, negligence or wrongdoing by Respondents, which could have been mitigated.

Unless admitted in their Answer to Respondent Cohen's Counterclaim, Claimants denied the allegations made in the Counterclaim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$170,919.36, interest, punitive damages, costs, attorney's fees and such other and further relief as this Panel deemed just and proper.

Respondents Ellis and RJFS requested that the Statement of Claim be dismissed, with an award of forum fees, costs, attorney's fees and such other relief as this Panel deemed just and proper. In addition, said Respondents requested that the Panel enter an order expunging this matter from their Central Registration Depository (the "CRD") records.

Respondent Cohen requested that the Statement of Claim be dismissed in its entirety and, in his Counterclaim, requested compensatory damages in the amount of \$110,000.00, attorney's fees, costs, a specific finding that

said Respondent has not engaged in any activity constituting any violation of any of the theories set forth in the Statement of Claim and such further and additional relief as this Panel deemed appropriate and proper. In addition, Respondent requested that the Panel enter an Order expunging this matter from his NASD CRD record.

OTHER ISSUES CONSIDERED AND DECIDED

On or about May 5, 2005, Claimants submitted to NASD a Notice of Voluntary Dismissal, with prejudice, of their claims against Respondents Ellis and Cohen.

On or about May 8, 2005, Claimants notified NASD Dispute Resolution that they had settled their claims against the remaining Respondent.

On or about May 16, 2005, Respondent Cohen notified NASD Dispute Resolution that he was dismissing his Counterclaim, with prejudice, against Claimants.

On or about May 24, 2005, the parties submitted to NASD Dispute Resolution a proposed Stipulated award with a request for expungement of the NASD CRD records of Respondents Ellis and Cohen.

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

AWARD

After considering the pleadings and the proposed Stipulated Award with request for expungement, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

This matter has been resolved pursuant to a confidential settlement agreement.

The Panel recommends the expungement of all reference to the above captioned arbitration from Respondents Ellis and Cohen's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondents Ellis and Cohen must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

The parties shall bear their respective costs, including attorney's fees, except as fees are specifically addressed below.

Any and all costs associated with proceedings for expungement shall be the sole responsibility of the moving party.

Any and all claims for relief not specifically addressed herein, including Claimants' request for punitive damages and the parties' requests for attorneys' fees, are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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
Counterclaim filing fee	= \$ 300.00

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 RJFS is a party to this dispute and was a member of NASD at the time the following fees were assessed:

Member surcharge	= \$ 1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 2,750.00

Adjournment Fees

No requests for adjournments were filed in this matter for which fees were assessed.

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:

Cancellation fees were assessed in this matter	= \$300.00
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The Panel has assessed the total cancellation fee of \$300.00 to Respondent Cohen.

Injunctive Relief Fees

No injunctive relief fees were incurred during this proceeding.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A 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. Fees associated with these proceedings are:

Two (2) Pre-hearing sessions with the Panel @ \$1,125.00	= \$ 2,250.00
Pre-hearing conferences: January 30, 2004 1 session	
April 1, 2004 1 session	
<hr/> Total Forum Fees	<hr/> = \$ 2,250.00

The Panel has assessed \$1,125.00 of the forum fees jointly and severally to Claimants.
The Panel has assessed \$1,125.00 of the forum fees jointly and severally to Respondents.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred during this proceeding.

Fee Summary

Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 1,125.00
Total Fees	= \$ 1,425.00
Less payments	= \$ 1,425.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent RJFS is solely liable for:

Member Fees	= \$ 5,200.00
Total Fees	= \$ 5,200.00
Less payments	= \$ 5,200.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

Forum Fees	= \$1,125.00
Total Fees	= \$1,125.00
Less payments	= \$1,125.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Cohen is solely liable for:

Counterclaim Filing Fee	= \$ 300.00
Three-day Cancellation Fee	= \$ 300.00
Total Fees	= \$ 600.00
Less payments	= \$ 300.00
Balance Due NASD Dispute Resolution	= \$ 300.00

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

ARBITRATION PANEL

Arthur L. Tepper, Esq.	-	Public Arbitrator, Presiding Chairperson
Richard Charles Hotvedt, Esq.	-	Public Arbitrator
Deborah J. Powell	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

/s/

Arthur L. Tepper, Esq.
Public Arbitrator, Presiding Chairperson

06/06/05

Signature Date

/s/

Richard Charles Hotvedt, Esq.
Public Arbitrator

06/09/05

Signature Date

/s/

Deborah J. Powell
Non-Public Arbitrator

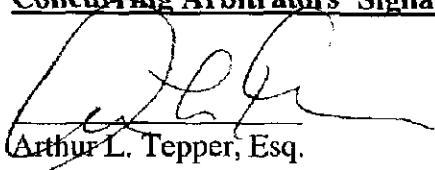
06/06/05

Signature Date

06/14/05

Date of Service (For NASD Dispute Resolution office use only)

Concurring Arbitrators' Signatures


Arthur L. Tepper, Esq.
Public Arbitrator, Presiding Chairperson

6/6/05
Signature Date

Richard Charles Hotvedt, Esq.
Public Arbitrator

Signature Date

Deborah J. Powell
Non-Public Arbitrator

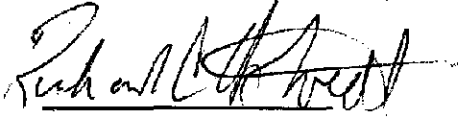
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Arthur L. Tepper, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



Richard Charles Hotvedt, Esq.
Public Arbitrator

6/9/05

Signature Date

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Deborah J. Powell
Non-Public Arbitrator

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Arthur L. Tepper, Esq.
Public Arbitrator, Presiding Chairperson

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Public Arbitrator

Signature Date



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