

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

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In the Matter of the Arbitration Between:

Philip Yutan, MD; Philip Yutan M.D., Inc. Retirement Trust dtd 01/01/88; Geok Wa Yutan and Elaine U. Yutan JTEN; Geok Wa Yutan and Paul U. Yutan JTEN; Geok Wa Yutan and Elizabeth Yutan JTEN;

Vasanth K. Kumar, MD; Vasanth K. Kumar, MD, IRA Rollover dtd 04/12/00; Meera V. Kumar; Meera V. Kumar IRA dtd 04/14/83;

B.J. Patel, M.D.; Patel Living Trust UA dtd 09/09/88; N&B Patel M.D. Inc. Defined Benefit Pension Plan dtd 04/1/81;

Jasvant N. Modi, M.D.; Modi Living Trust dtd 11/6/88; Trusts UAD 1/12/92 FBO Rushabh & Shruti Modi; Meera Modi, MD; Meera Modi Profit Sharing Plan dtd 1/1/89;

Barry A. Morguelan, MD; Barry Morguelan MD PC Money Purchase Pension Plan & Trust dtd 07/1/84;

Anastacio C. Pinzon, MD; Anastacio C. Pinzon MD P/S/P dtd 09/04/92;

Wade J. Chernick, Esq.; Wade Chernick Profit Sharing Plan 01/01/95;

Mohinder Sohal, MD; Mohinder and Judith Sohal JTEN; Mohinder Sohal, MD as Custodian for Jason Sohal UTMA/CA, Jeet Sohal, and Jennifer Sohal;

Sudha Govindarajan, MD; Sudha Govindarajan Money Purchase Plan dtd 12/31/85; and Govindarajan MD Defined Benefit Pension Plan dtd 01/31/90, Claimants

v.

Morgan Stanley DW Inc. and Rodel Corriente, Respondents

Case Number: 03-06334

Hearing Site: Los Angeles, California

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

### **REPRESENTATION OF PARTIES**

Scott R. Shewan, Esq. of Born, Pape & Shewan, L.L.P in Clovis, California for:  
Claimants Philip Yutan, MD; Philip Yutan M.D., Inc. Retirement Trust dtd 01/01/88; Geok Wa Yutan and Elaine U. Yutan JTEN; Geok Wa Yutan and Paul U. Yutan JTEN; Geok Wa Yutan and Elizabeth Yutan JTEN; Vasanth K. Kumar, MD; Vasanth K. Kumar, MD, IRA Rollover dtd 04/12/00; Meera V. Kumar; Meera V. Kumar IRA dtd 04/14/83; Jasvant N. Modi, M.D.; Modi Living Trust dtd 11/6/88; Trusts UAD 1/12/92 FBO Rushabh & Shruti Modi; Meera Modi, MD; Meera Modi Profit Sharing Plan dtd 1/1/89; Anastacio C. Pinzon, MD; Anastacio C. Pinzon MD P/S/P dtd 09/04/92; Wade J. Chernick, Esq.; Wade Chernick Profit Sharing Plan 01/01/95; Mohinder Sohal, MD; Mohinder and Judith Sohal JTEN; Mohinder Sohal, MD as Custodian for Jason Sohal UTMA/CA, Jeet Sohal, and Jennifer Sohal; Sudha Govindarajan, MD; Sudha Govindarajan Money Purchase Plan dtd 12/31/85; and, Govindarajan MD Defined Benefit Pension Plan dtd 01/31/90

David L. Casterline, Esq., Attorney at Law in Manhattan Beach, California for:  
Claimants B.J. Patel, M.D.; Patel Living Trust UA dtd 09/09/88; N&B Patel M.D. Inc. Defined Benefit Pension Plan dtd 04/1/81; Barry A. Morguelan, MD; and, Barry Morguelan MD PC Money Purchase Pension Plan & Trust dtd 07/1/84

Todd E. Gordinier, Esq. and Edward S. Kim, Esq. of Bingham McCutchen, LLP in Costa Mesa, California for:  
Respondents Morgan Stanley DW Inc. and Rodel Corriente

### **CASE INFORMATION**

Statement of Claim filed: August 29, 2003

Amendment to Statement of Claim filed: October 6, 2003

Claimants Philip Yutan, MD and Philip Yutan M.D., Inc. Retirement Trust dtd 01/01/88's Uniform Submission Agreement signed: May 30, 2003

Claimant Geok Wa Yutan's Uniform Submission Agreement signed: May 2003

Claimant Elaine U. Yutan's Uniform Submission Agreement signed: September 22, 2003

Claimant Paul U. Yutan's Uniform Submission Agreement signed: September 23, 2003

Claimant Elizabeth Yutan's Uniform Submission Agreement signed: September 23, 2003

Claimants Vasanth K. Kumar, MD and Vasanth K. Kumar, MD, IRA Rollover dtd 04/12/00's Uniform Submission Agreement signed: May 2003

Claimants Meera V. Kumar and Meera V. Kumar IRA dtd 04/14/83's Uniform Submission Agreement signed: May 2003

Claimants B.J. Patel, M.D.; Patel Living Trust UA dtd 09/09/88; and, N&B Patel M.D. Inc. Defined Benefit Pension Plan dtd 04/1/81's Uniform Submission Agreement signed: June 2003

Claimants Jasvant N. Modi, M.D.; Modi Living Trust dtd 11/6/88; and, Trusts UAD 1/12/92 FBO Rushabh & Shruti Modi's Uniform Submission Agreement signed: June 2003

Claimants Meera Modi, MD and Meera Modi Profit Sharing Plan dtd 1/1/89's Uniform Submission Agreement signed: June 2003

Claimants Barry A. Morguelan, MD and Barry Morguelan MD PC Money Purchase Pension Plan & Trust dtd 07/1/84's Uniform Submission Agreement signed: June 9, 2003

Claimants Anastacio C. Pinzon, MD and Anastacio C. Pinzon MD P/S/P dtd 09/04/92's Uniform Submission Agreement signed: September 19, 2003

Claimants Wade J. Chernick, Esq. and Wade Chernick Profit Sharing Plan 01/01/95's Uniform Submission Agreement signed: June 18, 2003

Claimants Mohinder Sohal, MD and Mohinder Sohal, MD, as Custodian for Jason Sohal UTMA/CA, Jeet Sohal, and Jennifer Sohal's Uniform Submission Agreement signed: September 18, 2003

Claimant Judith Sohal's Uniform Submission Agreement signed: September 19, 2003

Claimant Jeet Sohal's Uniform Submission Agreement signed: September 19, 2003

Claimant Jennifer Sohal's Uniform Submission Agreement signed: September 19, 2003

Claimants Sudha Govindarajan, MD; Sudha Govindarajan Money Purchase Plan dtd 12/31/85; and, Govindarajan MD Defined Benefit Pension Plan dtd 01/31/90's Uniform Submission Agreement signed: August 11, 2003

Joint Statement of Answer filed by Respondents: January 23, 2004

Respondent Morgan Stanley DW Inc.'s Uniform Submission Agreement signed: November 14, 2003

Respondent Rodel Corriente's Uniform Submission Agreement signed: January 23, 2004

### **CASE SUMMARY**

All Claimants alleged violations of NASD Rules of Conduct, unsuitability, unauthorized trading, failure to supervise, fraud, breach of contract, negligence, and breach of fiduciary duty, involving unspecified securities.

Claimants' Amendment to the Statement of Claim corrected misspellings of Claimants' names and clarified the capacity of Mohinder Sohal in bringing claims on behalf of Jeet Sohal and Jennifer Sohal.

Respondents denied the allegations of wrongdoing set forth in the Claimants' Statement of Claim.

### **RELIEF REQUESTED**

Claimants Philip Yutan, MD; Philip Yutan M.D., Inc. Retirement Trust dtd 01/01/88; Geok Wa Yutan and Elaine U. Yutan JT TEN; Geok Wa Yutan and Paul U. Yutan JT TEN; and, Geok Wa Yutan and Elizabeth Yutan JT TEN requested not less than \$1,755,730.72 in compensatory damages.

Claimants Vasanth K. Kumar, MD; Vasanth K. Kumar, MD, IRA Rollover dtd 04/12/00; Meera V. Kumar; and, Meera V. Kumar IRA dtd 04/14/83 requested not less than \$445,000.00 in compensatory damages.

Claimants B.J. Patel, M.D.; Patel Living Trust UA dtd 09/09/88; and, N&B Patel M.D. Inc. Defined Benefit Pension Plan dtd 04/1/81 requested not less than \$730,816.01 in compensatory damages.

Claimants Jasvant N. Modi, M.D.; Modi Living Trust dtd 11/6/88; Trusts UAD 1/12/92 FBO Rushabh & Shruti Modi; Meera Modi, MD; and, Meera Modi Profit Sharing Plan dtd 1/1/89 requested not less than \$2,042,380.88 in compensatory damages.

Claimants Barry A. Morguelan, MD and Barry Morguelan MD PC Money Purchase Pension Plan & Trust dtd 07/1/84 requested not less than \$255,154.44 in compensatory damages.

Claimants Anastacio C. Pinzon, MD and Anastacio C. Pinzon MD P/S/P dtd 09/04/92 requested not less than \$146,660.63 in compensatory damages.

Claimants Wade J. Chernick, Esq. and Wade Chernick Profit Sharing Plan 01/01/95 requested not less than \$230,000.00 in compensatory damages.

Claimants Mohinder Sohal, MD; Mohinder and Judith Sohal JTEN; and, Mohinder Sohal, MD as Custodian for Jason Sohal UTMA/CA, Jeet Sohal, and Jennifer Sohal requested not less than \$1,000,000.00 in compensatory damages.

Claimants Sudha Govindarajan, MD; Sudha Govindarajan Money Purchase Plan dtd 12/31/85; and, Govindarajan MD Defined Benefit Pension Plan dtd 01/31/90 requested not less than \$833,982.85 in compensatory damages.

In addition, all Claimants requested rescission of all transactions in their accounts under California Corporations Code, Section 25401, or monetary damages under California Corporations Code, Section 25501, unspecified punitive damages, pre-judgment interest at the legal rate from June 30, 2001, and costs, including attorney's fees, expert witness fees, and forum fees.

Respondents requested dismissal of the Claimants' Statement of Claim in its entirety, costs, and that the Panel recommend the expungement of this claim from Respondent Rodel Corriente's registration records maintained by the NASD Central Registration Depository ("CRD").

### **OTHER ISSUES CONSIDERED AND DECIDED**

On May 30, 2003, Claimants Philip Yutan, MD; Philip Yutan M.D., Inc. Retirement Trust dtd 01/01/88; and, Geok Wa Yutan signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On September 23, 2003, Claimants Elaine U. Yutan, Paul U. Yutan, and Elizabeth Yutan signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On May 30, 2003, Claimants Vasanth K. Kumar, MD; Vasanth K. Kumar, MD, IRA Rollover dtd 04/12/00; Meera V. Kumar; and, Meera V. Kumar IRA dtd 04/14/83 signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On June 3, 2003, Claimants B.J. Patel, M.D.; Patel Living Trust UA dtd 09/09/88; and, N&B Patel M.D. Inc. Defined Benefit Pension Plan dtd 04/1/81 signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On June 3, 2003, Claimants Jasvant N. Modi, M.D.; Modi Living Trust dtd 11/6/88; Trusts UAD 1/12/92 FBO Rushabh & Shruti Modi; Meera Modi, MD; and, Meera Modi Profit Sharing Plan dtd 1/1/89 signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On June 9, 2003, Claimants Barry A. Morguelan, MD and Barry Morguelan MD PC Money Purchase Pension Plan & Trust dtd 07/1/84 signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On May 30, 2003, Claimants Anastacio C. Pinzon, MD and Anastacio C. Pinzon MD P/S/P dtd 09/04/92 signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On June 18, 2003, Claimants Wade J. Chernick, Esq.; Wade Chernick Profit Sharing Plan 01/01/95 signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On May 20, 2003, Claimants Mohinder Sohal, MD and Mohinder Sohal, MD, as Custodian for Jason Sohal UTMA/CA, Jeet Sohal, and Jennifer Sohal, signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On September 19, 2003, Claimants Judith Sohal, Jeet Sohal, and Jennifer Sohal signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On August 11, 2003, Claimants Sudha Govindarajan, MD; Sudha Govindarajan Money Purchase Plan dtd 12/31/85; and, Govindarajan MD Defined Benefit Pension Plan dtd 01/31/90 signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On January 23, 2004, Respondents' counsel signed a Waiver Agreement on their behalf expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On April 21, 2006, Claimants' counsel Scott R. Shewan, Esq. filed a letter stating that "...this case has settled as to Claimants Philip Yutan, M.D., Geok Wa Yutan, Vasanth K. Kumar, Meera K. Kumar, Anastacio C. Pinzon, M.D., Wade Chernick, Esq., Mohinder Sohal, M.D. and Sudha Govindarajan, M.D." On April 21, 2006, Claimants' counsel Scott R. Shewan, Esq. filed a clarification to his earlier letter, stating that "[t]he above case has settled as to Claimants Philip Yutan, M.D., individually and as Trustee to the Philip Yutan MD Inc. Retirement Trust dtd 01/01/88, and to Geok Wa Yutan, as Trustee to the Philip Yutan MD Inc., Retirement Trust dtd 01/01/88, as Joint Tenant with Elaine M. Yutan, as Joint Tenant with Paul U. Yutan, and as Joint Tenant with Elizabeth U. Yutan."

On April 21, 2006, Claimants' counsel David L. Casterline, Esq. filed a letter advising NASD of the following: 1) Claimant Jasvant N. Modi, M.D. dismisses with prejudice all of his claims contained in the Statement of Claim brought in his individual capacity and as Trustee of the Modi Living Trust dtd 11/6/88; 2) Dr. Modi retains all his claims as Co-Trustee of the Trusts UAD 1/12/92 FBO Rushabh J. Modi and Shruti J. Modi; 3) Claimant B.J. Patel, M.D. dismisses with prejudice all of his claims contained in the Statement of Claim brought in his individual capacity, as Co-Trustee of the Patel Living Trust UA dtd 9/09/88 and as Trustee of the N&B Patel M.D. Inc. Defined Benefit Pension Plan dtd 4/1/81 alleging unsuitability; and 4) Dr. Patel retains all his other claims contained in the Statement of Claim.

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**

After considering the pleadings, testimony, and evidence presented at the hearing, the Panel decided in full and final resolution of the issues submitted for determination as follows:

- 1) Claimants Meera Modi, MD; Meera Modi Profit Sharing Plan dtd 1/1/89; Trusts UAD 1/12/92 FBO Rushabh & Shruti Modi; Barry A. Morguelan, MD; Barry Morguelan MD PC Money Purchase Pension Plan & Trust dtd 07/1/84; B.J. Patel, M.D.; Patel Living Trust UA dtd 09/09/88; and, N&B Patel M.D. Inc. Defined Benefit Pension Plan dtd 04/1/81's claims are denied in their entirety.

- 2) Claimants Philip Yutan, MD; Philip Yutan M.D., Inc. Retirement Trust dtd 01/01/88; Geok Wa Yutan and Elaine U. Yutan JT TEN; Geok Wa Yutan and Paul U. Yutan JT TEN; Geok Wa Yutan and Elizabeth Yutan JT TEN; Vasanth K. Kumar, MD; Vasanth K. Kumar, MD, IRA Rollover dtd 04/12/00; Meera V. Kumar; Meera V. Kumar, IRA dtd 04/14/83; Anastacio C. Pinzon, MD; Anastacio C. Pinzon MD P/S/P dtd 09/04/92; Wade J. Chernick, Esq.; Wade Chernick Profit Sharing Plan 01/01/95; Mohinder Sohal, MD; Mohinder and Judith Sohal JT TEN; Mohinder Sohal, MD as Custodian for Jason Sohal UTMA/CA, Jeet Sohal, and Jennifer Sohal; Sudha Govindarajan, MD; Sudha Govindarajan Money Purchase Plan dtd 12/31/85; and, Govindarajan MD Defined Benefit Pension Plan dtd 01/31/90 notified the Panel at the evidentiary hearing that they had entered into a confidential settlement agreement with the Respondents.
- 3) Respondent Rodel Corriente's request for expungement is denied.
- 4) The parties shall bear their respective costs, including attorney's fees.
- 5) All other relief requested and not expressly granted is denied.

### **FEES**

Pursuant to the Code, the following fees are assessed:

#### **Filing Fees**

NASD Dispute Resolution received or will collect the non-refundable filing fees for each claim as follows:

Initial claim filing fee	= \$ 600.00
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#### **Member Fees**

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events that gave rise to the dispute, claim, or controversy. Accordingly, the member firm Morgan Stanley DW Inc. is a party and the following fees are assessed:

Member Surcharge	= \$ 3,350.00
Pre-Hearing Process Fee	= \$ 750.00
<u>Hearing Process Fee</u>	<u>= \$ 5,500.00</u>
<b>Total Member Fees</b>	<b>= \$ 9,600.00</b>



### **Adjournment Fees**

The following adjournment fees are assessed:

March 21–April 15, 2005 hearing adjournment requested by Respondents = \$ 1,200.00

June 13-24, 2005 and July 6-11, 2005 hearing adjournment  
requested by the parties = \$ 1,200.00

1. The Panel assessed \$1,200.00 of the adjournment fees to Respondent Morgan Stanley DW Inc.
2. Pursuant to Rule 10403(b) of the Code, \$1,200.00 of the adjournment fees for the June 13-24, 2005 and July 6-11, 2005 hearing adjournment is waived.

### **Forum Fees and Assessments**

The Panel assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. 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:

6 Pre-hearing conference sessions with the Panel @ \$1,200.00/session = \$ 7,200.00

Pre-hearing conferences:	June 15, 2004	1 session
	August 18, 2004	1 session
	October 19, 2004	1 session
	June 6, 2005	1 session
	June 13, 2005	1 session
	July 5, 2005	1 session

9 Hearing sessions @ \$1,200.00/session = \$10,800.00

Hearings:	April 24, 2006	2 sessions
	April 25, 2006	2 sessions
	April 26, 2006	2 sessions
	April 27, 2006	2 sessions
	April 28, 2006	1 session

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**Total Forum Fees = \$18,000.00**

1. The Panel assessed \$3,600.00 of the forum fees jointly and severally to all Claimants.
2. The Panel assessed \$5,400.00 of the forum fees jointly and severally to Claimants Meera Modi, MD; Meera Modi Profit Sharing Plan dtd 1/1/89; Trusts UAD 1/12/92 FBO Rushabh & Shruti Modi; Barry A. Morguelan, MD; Barry Morguelan MD PC Money Purchase Pension

Plan & Trust dtd 07/1/84; B.J. Patel, M.D.; Patel Living Trust UA dtd 09/09/88; and, N&B Patel M.D. Inc. Defined Benefit Pension Plan dtd 04/1/81.

3. The Panel assessed \$9,000.00 of the forum fees jointly and severally to Respondents.

**Fee Summary**

1. Claimants are jointly and severally charged with the following fees and costs:

Initial Filing Fee	= \$ 600.00
<u>Forum Fees</u>	= \$ 3,600.00
Total Fees	= \$ 4,200.00
<u>Less payments</u>	= \$(9,800.00)
<b>Refund Due Claimants</b>	<b>= \$(5,600.00)</b>

2. Claimants Meera Modi, MD; Meera Modi Profit Sharing Plan dtd 1/1/89; Trusts UAD 1/12/92 FBO Rushabh & Shruti Modi; Barry A. Morguelan, MD; Barry Morguelan MD PC Money Purchase Pension Plan & Trust dtd 07/1/84; B.J. Patel, M.D.; Patel Living Trust UA dtd 09/09/88; and N&B Patel M.D. Inc. Defined Benefit Pension Plan dtd 04/1/81 are jointly and severally charged with the following fees and costs:

Forum Fees	= \$ 5,400.00
<u>Less payments</u>	= \$( 00.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 5,400.00</b>

3. Respondent Morgan Stanley DW, Inc. is charged with the following fees and costs:

Member Fees	= \$ 9,600.00
<u>Adjournment Fee</u>	= \$ 1,200.00
Total Fees	= \$ 10,800.00
<u>Less payments</u>	= \$(10,800.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 0.00</b>

4. Respondents are jointly and severally charged with the following fees and costs:

Forum Fees	= \$ 9,000.00
<u>Less payments made by Respondent Morgan Stanley DW Inc.</u>	= \$(10,800.00)
<b>Refund Due Respondent Morgan Stanley DW, Inc.</b>	<b>= \$( 1,800.00)</b>

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

**ARBITRATION PANEL**

David W. Dresnick	-	Public Arbitrator, Presiding Chair
Eugene A. Taylor, Jr.	-	Public Arbitrator
Dean Schneider	-	Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

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David W. Dresnick  
Chair, Public Arbitrator

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Signature Date

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Eugene A. Taylor, Jr.  
Public Arbitrator

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Signature Date

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Dean Schneider  
Non-Public Arbitrator

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Signature Date

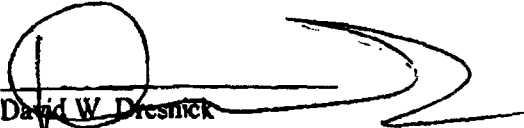
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Date of Service

**ARBITRATION PANEL**

David W. Dresnick	-	Public Arbitrator, Presiding Chair
Eugene A. Taylor, Jr.	-	Public Arbitrator
Dean Schneider	-	Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

  
David W. Dresnick  
Chair, Public Arbitrator

05/01/06  
Signature Date

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Eugene A. Taylor, Jr.  
Public Arbitrator

\_\_\_\_\_  
Signature Date

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Dean Schneider  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

5/2/06  
Date of Service

**ARBITRATION PANEL**

David W. Dresnick	-	Public Arbitrator, Presiding Chair
Eugene A. Taylor, Jr.	-	Public Arbitrator
Dean Schneider	-	Non-Public Arbitrator

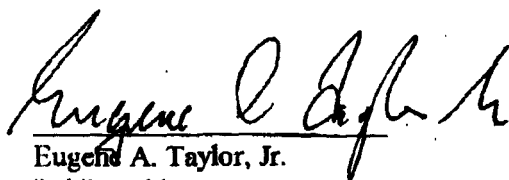
**Concurring Arbitrators' Signatures**

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David W. Dresnick  
Chair, Public Arbitrator

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Signature Date

  
Eugene A. Taylor, Jr.  
Public Arbitrator

May 2, 2006  
Signature Date

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Dean Schneider  
Non-Public Arbitrator

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Signature Date

5/2/06  
Date of Service

**ARBITRATION PANEL**

David W. Dresnick	-	Public Arbitrator, Presiding Chair
Eugene A. Taylor, Jr.	-	Public Arbitrator
Dean Schneider	-	Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

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David W. Dresnick  
Chair, Public Arbitrator

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Signature Date

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Eugene A. Taylor, Jr.  
Public Arbitrator

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Signature Date

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Dean Schneider  
Non-Public Arbitrator

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5-2-06  
Signature Date

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Date of Service