

AWARD
NASD Dispute Resolution

In the Matter of the Arbitration Between

Claimant

Eric J. Remjeske

v.

04-00480

Minneapolis, Minnesota

Respondent

RBC Dain Rauscher, Inc.

Nature of Dispute: Associated Person v. Member

REPRESENTATION OF PARTIES

Eric J. Remjeske ("Claimant") was represented by Donald R. McNeil, Esq., of Coleman Hull & Van Vliet, P.L.L.P., Minneapolis, Minnesota.

RBC Dain Rauscher, Inc. ("Respondent") was represented by Jonathan M. Harris, Esq., of Lindquist & Vennum, PLLP, Minneapolis, Minnesota.

CASE INFORMATION

The Statement of Claim was filed on or about January 16, 2004. The Submission Agreement of Claimant was signed on or about January 16, 2004.

The Statement of Answer was filed by Respondent, RBC Dain Rauscher, Inc., on or about April 13, 2004. The Submission Agreement of Respondent, RBC Dain Rauscher, Inc., was signed on or about April 13, 2004.

Claimant filed a Motion for Expungement on or about October 11, 2004. Respondent submitted a Response neither supporting nor objecting to Claimant's Motion for Expungement on or about October 19, 2004.

CASE SUMMARY

Claimant asserted causes of action including the following: breach of employment contract, violation of Minn. Stat. Chapter 181, and promissory estoppel. The causes of action related to Claimant's allegation that he was not compensated in accordance with Respondent's "corporate referral policy" for his work relating to the merger between On Track Data International, Inc., and Kroll, Inc. Claimant asserted that he was entitled to a finders fees of 15%, but only received 3.5% of the revenue generated. Claimant also alleged that he was terminated after Respondent learned of

Claimant's intent to leave RBC and start his own asset management and investment banking company.

Respondent denied the allegations set forth in the Statement of Claim and asserted affirmative defenses including the following: Claimant failed to state a claim upon which relief can be granted; there was no contractual relationship between Claimant and Respondent; and Claimant failed to establish any violation of Minn. Stat. Chapt. 181 since the referral fee constituted neither wages nor commissions earned and due.

RELIEF REQUESTED

Claimant requested an award in the amount of \$320,000 in damages, plus costs, interest, attorneys' fees and any other relief the Panel deemed just and equitable. In addition Claimant request that the panel expunge certain text from his Form U-5.

Respondent requested that the claims asserted against it be denied in their entirety and that it be awarded its costs and attorneys' fees.

OTHER ISSUES CONSIDERED & DECIDED

On or about September 21, 2004, Claimant notified NASD that the parties had entered into a confidential settlement.

On or about December 28, 2004, the Panel issued an Order that an in-person hearing would be held to address Claimant's Motion for Expungement.

After presentation of the evidence on behalf of Claimant's Motion for Expungement, the arbitration panel has made the following Findings of Fact:

- Eric Remjeske was employed as a registered representative with RBC Dain Rauscher, Inc., and its predecessors from September 1993 until April 25, 2003. The CRD number for Mr. Remjeske is 2424214.
- On April 24, 2003, Mr. Remjeske took the series 24 examination without advising RBC Dain Rauscher. Devenir, LLC paid for the associated fees related to this examination.
- Eric Remjeske's employment was terminated by RBC Dain Rauscher on or about April 25, 2003, with notation made on his Form U-5 that he had violated NASD Rule 3040 and NYSE Rule 346(B).
- Devenir, LLC was neither a broker dealer nor an operating company prior to or at the time of Claimant's termination and at no time did Devenir, LLC, or any other individual or

company pay Claimant compensation, for employment or otherwise.

- That prior to his termination, Eric J. Remjeske, was not an office, director, partner, or employee of a business organization other than RBC Dain Rauscher, Inc., and did not own stock or have, directly or indirectly, any financial interest in any other organization.
- That the notation placed on Claimant, Eric J. Remjeske's Form U-5 that he violated NASD Rule 3040 and NYSE Rule 346(B) is factually impossible, clearly erroneous and/or false.

All parties accepted the Panel's composition.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered. In either case, the parties have agreed to receive conformed copies of the award while the originals remain on file with NASD Dispute Resolution ("NASD").

AWARD

After considering the pleadings, the testimony, and the evidence presented at the hearing, the undersigned arbitrators have decided in full and final resolution of the issue submitted for determination as follows:

1. The Panel orders the expungement of the reason for termination (i.e., "discharge) and the accompanying termination comment (i.e., "Apparent violation of NASD Rule 3040, NYSE Rule 346(B) and firm policy in that Mr. Remjeske attempted to affiliate with another Broker/Dealer without written approval from his current firm.") from Eric J. Remjeske's Form U-5 filed with CRD on his behalf by RBC Dain Rauscher, Inc. (CRD 31194). The reason for termination on Eric J. Remjeske's Form U-5 in question should reflect "other." Replacement language for the termination comment shall reflect "by mutual agreement;"
2. The remainder of Claimant's claims, having been withdrawn, are dismissed with prejudice;
3. To the extent not specifically awarded or otherwise provided for above, all other claims and requests for relief by any party hereto, including punitive damages, are denied with prejudice; and
4. Other than the Forum Fees noted below, the parties shall each bear all other costs and expenses incurred by them in connection with this proceeding, including but not limited to attorneys' fees.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain the non-refundable filing fee for each claim:

Initial claim 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. In this matter, the member firm is RBC Dain Rauscher, Inc.

Member surcharge = \$ 1,700.00

Pre-hearing process fee = \$ 750.00

Hearing process fee = \$ 2,750.00

Forum Fees and Assessments

The Arbitration 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. Fees associated with these proceedings are:

One (1) Pre-hearing session with Panel x \$ 1,125.00 = \$ 1,125.00

Pre-hearing conference: 07/08/2004 1 session

One (1) Hearing session with Panel x \$ 1,125.00 = \$ 1,125.00

Hearing Dates: 1/4/2005 1 session

Total Forum Fees = \$ 2,250.00

The Arbitration Panel has assessed \$ 2,250 of the forum fees to Eric J. Remjeske.

Fee Summary

Claimant, Eric J. Remjeske is liable for:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 2,250.00
Total Fees	= \$ 2,550.00
Less payments	= \$ 1,425.00
Balance Due NASD Dispute Resolution	= \$ 1,125.00

Respondent, RBC Dain Rauscher, Inc., is liable for:

Member Fees	= \$ 5,200.00
Total Fees	= \$ 5,200.00
Less payments	= \$ 5,850.00
Balance Refunded By NASD Dispute Resolution	= \$ 650.00

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

ARBITRATION PANEL

Richard A. Mosman, Esq. - Public Arbitrator, Presiding Chair
Brett A. Olander, Esq. - Public Arbitrator
John J. Sagness - Non-Public Arbitrator

Concurring Arbitrators:

Richard A. Mosman, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Brett A. Olander, Esq.
Public Arbitrator

Signature Date

John J. Sagness
Non-Public Arbitrator

Signature Date

2/1/05
Date of Service (NASD use only)

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 2,250.00
Total Fees	= \$ 2,550.00
Less payments	= \$ 1,425.00
Balance Due NASD Dispute Resolution	= \$ 1,125.00

Respondent, RBC Dain Rauscher, Inc., is liable for:

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Total Fees	= \$ 5,200.00
Less payments	= \$ 4,550.00
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Brett A. Olander, Esq. - Public Arbitrator
John J. Sagness - Non-Public Arbitrator

Concurring Arbitrators:

Richard A. Mosman
Richard A. Mosman, Esq.
Public Arbitrator, Presiding Chair

2/1/2005
Signature Date

Brett A. Olander, Esq.
Brett A. Olander, Esq.
Public Arbitrator

Signature Date

John J. Sagness
John J. Sagness
Non-Public Arbitrator

Signature Date

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John J. Sagness - Non-Public Arbitrator

Concurring Arbitrators:

Richard A. Mosman, Esq.
Public Arbitrator, Presiding Chair


Brett W. Olander, Esq.
Public Arbitrator

Signature Date

01-27-2005
Signature Date

John J. Sagness
Non-Public Arbitrator

Signature Date

2/1/05
Date of Service (NASD use only)

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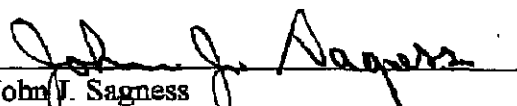
Concurring Arbitrators:

Richard A. Mosman, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Brett A. Olander, Esq.
Public Arbitrator

Signature Date



John J. Sagness
Non-Public Arbitrator

1-31-05

Signature Date

2/1/05

Date of Service (NASD use only)