

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Michael Jay Weissberg (Claimant) v. TD Waterhouse Investor Services, Inc. (Respondent)

Case Number: 04-03347

Hearing Site: New York, New York

Nature of the Dispute: Associated Person vs. Member.

REPRESENTATION OF PARTIES

Claimant Michael Jay Weissberg ("Weissberg") hereinafter referred to as "Claimant" appeared *pro se*.

Respondent TD Waterhouse Investor Services, Inc. ("TD Waterhouse") hereinafter referred to as "Respondent": Jonathan Stoler, Esq., Kelley Drye & Warren, LLP, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: May 7, 2004.

Letter Opposing Respondent's Motion to Dismiss filed by Claimant on or about: September 3, 2004.

Claimant signed the Uniform Submission Agreement: April 16, 2004.

Statement of Answer and Motion to Dismiss filed by Respondent on or about: August 26, 2004.

Respondent signed the Uniform Submission Agreement: August 23, 2004.

CASE SUMMARY

Claimant asserted the following cause of action: discrimination based on religion.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested punitive damages in the amount of \$1,500,000.00.

Respondent requested that the Statement of Claim be dismissed in its entirety; costs, disbursements and reasonable attorneys' fees; and such other and further relief which may be

necessary and proper.

OTHER ISSUES CONSIDERED AND DECIDED

A telephonic pre-hearing conference was held on February 15, 2005 to hear oral argument regarding Respondent's motion to dismiss. After due deliberation, the Panel determined to grant Respondent's motion to dismiss.

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.

AWARD

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

1. Claimant's claim alleging religious discrimination is dismissed in its entirety.
2. 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 = WAIVED

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, TD Waterhouse Investor Services, Inc. is a party.

Member surcharge	= \$2,800.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$5,000.00

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:

Three (3) Pre-hearing sessions with Panel @ \$1,200.00	= \$3,600.00
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Pre-hearing conferences:	November 24, 2004	1 session	
	January 24, 2005	1 session	
	February 15, 2005	1 session	
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Total Forum Fees			= \$3,600.00

1. The Panel has assessed \$1,800.00 of the forum fees against Claimant.
2. The Panel has assessed \$1,800.00 of the forum fees against Respondent.

Fee Summary

1. Claimant is solely liable for:

<u>Forum Fees</u>	= \$ 1,800.00
<u>Total Fees</u>	= \$ 1,800.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 1,800.00

2. Respondent is solely liable for:

Member Fees	= \$ 8,550.00
<u>Forum Fees</u>	= \$ 1,800.00
<u>Total Fees</u>	= \$10,350.00
<u>Less payments</u>	= \$13,550.00
Refund Due Respondent	= \$ 3,200.00

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

ARBITRATION PANEL

Walter M. Schackman, Esq.	-	Public Arbitrator, Presiding Chairperson
Howard Breindel, Esq.	-	Public Arbitrator
Jill I. Gross, Esq.	-	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 which is my award.

Walter M. Schackman
Walter M. Schackman, Esq.
Public Arbitrator, Presiding Chairperson

2/25/05
Signature Date

Howard Breindel, Esq.
Public Arbitrator

Signature Date

Jill I. Gross, Esq.
Public Arbitrator

Signature Date

February 25, 2005
Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

Walter M. Schackman, Esq.	-	Public Arbitrator, Presiding Chairperson
Howard Breindel, Esq.	-	Public Arbitrator
Jill L. Gross, Esq.	-	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 which is my award.

Walter M. Schackman, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



Howard Breindel, Esq.
Public Arbitrator

2/23/05

Signature Date

Jill L. Gross, Esq.
Public Arbitrator

Signature Date

February 25, 2005

Date of Service (For NASD Dispute Resolution use only)