

**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Name of the Claimant
Georgina Hagel

Case Number: 04-07026

Names of Respondents
Deutsche Bank Securities, Inc.
Alex Brown & Sons, Inc.
B.T. Alex Brown, Inc. (aka D.B. Alex Brown, LLC)
Deutsche Bank, LLC
David P. Brown
Ferris, Baker Watts, Inc.
Arthur McGinnis
Geoff Brent
Mackey Hughes
Tim Schweitzer

Hearing Site: Boca Raton, Florida

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

REPRESENTATION OF PARTIES

For Georgina Hagel, hereinafter referred to as "Claimant": Pamela A. Leone, Esq., Pamela A. Leone, P.A., Miami, Florida, and Chandra Parker Doucette, Esq., Law Office of Chandra Parker Doucette, Boca Raton, Florida.

For Respondents Deutsche Bank Securities, Inc. (f/k/a Deutsche Banc Alex Brown Inc., f/k/a DB Alex Brown LLC, f/k/a BT Alex Brown Inc., f/k/a Alex Brown & Sons Inc. ("DBSI"), Alex Brown & Sons, Inc. ("ABSI"), B.T. Alex Brown, Inc. aka D.B. Alex Brown, LLC ("BTABI"), David P. Brown ("Brown"), and Mackey Hughes ("Hughes"): Melissa Lea Mackiewicz, Esq., DLA Piper Rudnick Gray Cary, Baltimore, Maryland.

For Respondents Ferris, Baker Watts, Inc. ("FBWT") and Geoff Brent ("Brent"): Dana S. Gloor, Esq., Ferris, Baker Watts, Inc., Baltimore, Maryland and William Geraghty, Esq., Shook Hardy Bacon, Miami, Florida.

For Respondent Arthur McGinnis ("McGinnis"): Martin Schreiber, Esq., Brown Goldstein Levy, Baltimore, Maryland.

Respondent Tim Schweitzer ("Schweitzer") appeared *pro se*.

CASE INFORMATION

Statement of Claim filed on or about: October 4, 2004.

Claimant signed the Uniform Submission Agreement on: August 9, 2004.

Statement of Answer filed by Respondents DBSI, ABSI, BTABI and Brown on or about: February 14, 2005.

Respondent DBSI signed the Uniform Submission Agreement on: February 10, 2005.
Statement of Answer filed by Respondents FBWI and Brent on or about: February 14, 2005.
Respondent FBWI signed the Uniform Submission Agreement on: February 10, 2005.
Respondent Brent did not file an executed Uniform Submission Agreement.
Statement of Answer filed by Respondent McGinnis on or about: February 14, 2005.
Statement of Answer and Motion to Dismiss filed by Respondent Hughes on or about: February 22, 2005.
Respondent Schweitzer did not file an Answer or executed Uniform Submission Agreement.
Motion to Dismiss, or in the Alternative, to Compel the Production of Documents and Information filed by Respondents DBSI, ABSI, BTABI and Brown on or about: May 9, 2005.
Motion to Dismiss and for Expungement filed by Respondents FBWI and Brent on or about: May 13, 2005.
Motion to Dismiss, or in the Alternative, to Compel Documents and Information filed by Respondent McGinnis on or about: May 16, 2005.
Claimant's Opposition to Motion to Dismiss filed by Respondents DBSI, ABSI, BTABI and Brown filed on or about: May 30, 2005.
Claimant's Opposition to Motion to Dismiss filed by Respondents FBWI and Brent filed on or about: May 30, 2005.
Claimant's Opposition to Motion to Dismiss filed by Respondent Hughes filed on or about: May 30, 2005.
Reply to Claimant's Opposition to Motion to Dismiss, or in the Alternative, to Compel the Production of Documents and Information filed by Respondents DBSI, ABSI, BTABI and Brown on or about: June 6, 2005.
Reply Memorandum of Respondents FBWI and Brent in Support of Their Motion to Dismiss and for Expungement filed on or about: June 3, 2005.
Reply to Claimant's Opposition to Motion to Dismiss filed by Respondent Hughes on or about: June 6, 2005.
Renewed Motion to Dismiss and for Expungement on Grounds of Claimant's Failure of Discovery and Absence of any Loss or Damages filed by Respondents FBWI and Brent on or about: November 14, 2005.
Second Motion to Dismiss, or in the Alternative, to Compel Documents and Information filed by Respondent McGinnis on or about: November 15, 2005.

CASE SUMMARY

Claimant asserted the following causes of action against Respondents: 1) breach of fiduciary duty; 2) violation of Rule 10b-5 of the Securities Exchange Act of 1934; 3) violation of Section 517.301, Fla. Stat.; 4) negligence; 5) negligent supervision; 6) fraud; and 7) negligent misrepresentation. The causes of action relate to unspecified investments and the use of margin in Claimant's account.

Unless specifically admitted in their Answer, Respondents DBSI, ABSI, BTABI and Brown denied the allegations made in the Statement of Claim and asserted various affirmative defenses, including, but not limited to, asserting that Claimant did not suffer out of pocket losses as claimed.

Unless specifically admitted in their Answer, Respondents FBWI and Brent denied the allegations made in the Statement of Claim and asserted various affirmative defenses, including, but not limited to, asserting that Claimant is not entitled to recover damages from Respondents FBWI or Brent

because she did not suffer losses in her account during the time that it was maintained at FBWI, and to the contrary, Claimant's accounts were profitable during that time.

Unless specifically admitted in his Answer, Respondent McGinnis denied the allegations made in the Statement of Claim and asserted various affirmative defenses, including, but not limited to, asserting that Claimant did not suffer out of pocket losses as claimed.

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

RELIEF REQUESTED

Claimant requested: 1) compensatory damages in an amount between \$700,000.00 and \$1,000,000.00; 2) punitive damages; 3) disgorgement of commissions; 4) interest; 5) costs and expenses; 6) attorneys' fees; and 7) such other relief as the undersigned arbitrators (the "Panel") deemed proper.

Respondents DBSI, ABSI, BTABI and Brown requested: 1) dismissal of the Statement of Claim; 2) that Claimant take nothing by way of the Statement of Claim; 3) costs; 4) expenses; 5) an Order with an appropriate affirmative arbitral finding under NASD Rule 2130 and recommendation of expungement of all references to this claim from the records of Respondent Brown maintained by the NASD Central Registration Depository ("CRD"); and 6) such other relief as the Panel deemed just and proper.

Respondents FBWI and Brent requested: 1) dismissal of all claims against FBWI and Brent; 2) costs; 3) expungement of this arbitration from Respondent Brent's NASD CRD record; and 4) such other and further relief as the Panel deemed just.

Respondent McGinnis requested: 1) dismissal of all claims against Respondent McGinnis; 2) costs; 3) an appropriate affirmative arbitral finding under NASD Rule 2130 and recommendation of expungement of all reference to this arbitration from Mr. McGinnis's NASD CRD records; and 4) such other and further relief the Panel deemed just.

Respondent Hughes requested: 1) dismissal of the Statement of Claim; 2) that Claimant take nothing by way of the Statement of Claim; 3) costs; 4) expenses; 5) an Order with an appropriate affirmative arbitral finding under NASD Rule 2130 and recommendation of expungement of all references to this claim from the records of Respondent Hughes maintained by the NASD Central Registration Depository ("CRD"); and 6) such other relief as the Panel deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

Claimant asserted claims against a non-member, whose submission to the jurisdiction of NASD Dispute Resolution was voluntary. Said non-member declined to voluntarily submit to the jurisdiction of NASD Dispute Resolution.

On or about June 3, 2005, Claimant voluntarily dismissed, without prejudice, all claims against Timothy Schweitzer.

On or about June 8, 2005, the Panel: 1) denied the Motion to Dismiss filed by Respondents DBSI, ABSI, BTABI and Brown; 2) denied the Motion to Dismiss filed by Respondent McGinnis; 3) denied the Motion to Dismiss filed by Respondents FBWI and Brent; and 4) granted the Motion to Dismiss filed by Respondent Hughes but provided that the dismissal of Respondent Hughes shall not become effective for 60 days from the date of the Panel's ruling, during which time Claimant had the opportunity to prepare evidence to refute representations made by Respondent Hughes's counsel that no recommendations with respect to securities were made to Claimant, and there were no securities transactions in Claimant's account, while such account was maintained in the office of which Respondent Hughes was branch manager or otherwise under his supervision. The Panel was to reconsider its ruling based on any such evidence presented by Claimant. Any motion for expungement by Respondent Hughes was to be heard after the dismissal of Respondent Hughes was effective.

On or about June 8, 2005, the Panel ordered Claimant's counsel to furnish a voluntary dismissal, with prejudice, of Timothy Schweitzer.

On or about August 29, 2005, the Panel entered an order granting Respondent Hughes' Motion to Sever in order for Respondent Hughes to obtain expungement of this matter from his NASD CRD records prior to the end of these proceedings.

On or about November 28, 2005, the Panel entered an order denying the Second Motion to Dismiss, or in the Alternative, to Compel Documents and Information filed by Respondent McGinnis.

On or about November 28, 2005, the Panel entered an order denying Renewed Motion to Dismiss and for Expungement on Grounds of Claimant's Failure of Discovery and Absence of any Loss or Damages filed by Respondents FBWI and Brent.

On or about February 13, 2006, Claimant filed a Notice of Voluntary Dismissal With Prejudice of Respondents David Brown and Geoffrey Brent.

On or about March 10, 2006, Claimant and Respondents DBSI, FBWI and McGinnis entered into written agreements to settle all remaining claims.

On or about March 28, 2006, Claimant and Respondents DBSI, FBWI and McGinnis filed a Joint Motion for Entry of a Stipulated Award and a Joint Request for Expungement of the NASD CRD records of Respondents David Brown and Geoffrey Brent.

On May 5, 2006, the Panel held a telephonic hearing to hear oral argument from the parties pertaining to their expungement requests.

The parties have agreed that the Stipulated Award in this matter may be executed in counterpart copies.

AWARD

Pursuant to the parties' agreement, and after consideration of the parties' submissions and representations, including, but not limited to, the facts and evidence discussed, and arguments

presented during the pre-hearing conferences, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

The Panel grants the parties' Joint Motion to Enter Stipulated Award. As stipulated by the parties pursuant to their settlement agreement, all claims are hereby dismissed, with prejudice.

Pursuant to NASD Rule 2130, the Panel finds that the claims against Respondent David Brown are clearly erroneous based upon information discovered after the filing of the arbitration through documents that were previously unavailable to Claimant or Claimant's counsel. Accordingly, the Panel recommends expungement of all reference to the above-captioned arbitration from Respondent David Brown's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notice to Members 04-16, Respondent David Brown must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by the NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

Pursuant to Rule 2130, the Panel finds that the claims against Respondent Geoffrey Brent are clearly erroneous based upon information discovered after the filing of the arbitration through documents that were previously unavailable to Claimant or Claimant's counsel. Accordingly, the Panel recommends expungement of all reference to the above-captioned arbitration from Respondent Geoffrey Brent's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notice to Members 04-16, Respondent Geoffrey Brent must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.

Unless specifically waived in writing by the NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

Other than NASD fees specified below, the parties shall bear their own costs and expenses, including attorney's fees, incurred in this matter.

Any and all claims for relief not specifically addressed herein, including Claimant's request for punitive damages and the parties' respective requests for attorney's fees, are 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 = \$ 375.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Respondents FBWI and DBSI are parties and member firms.

Member surcharge	= \$2,250.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$4,000.00</u>
Total Member fees	= \$7,000.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournment fees assessed during these proceedings.

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:

There were no three-day cancellation fees assessed during these proceedings.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the Panel.

There were no injunctive relief fees assessed during these proceedings.

Forum Fees and Assessments

The arbitration Panel has 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:

Two (2) Pre-hearing sessions with a single arbitrator @ \$450.00	= \$ 900.00
Pre-hearing conference: November 28, 2005 1 session	
January 18, 2006 1 session	

Four (4) Pre-hearing sessions with Panel @ \$1,200.00	= \$4,800.00
Pre-hearing conference(s): May 10, 2005 1 session	
June 8, 2005 1 session	
June 13, 2005 1 session	
May 5, 2006 1 session	

<u>Total Forum Fees</u>	<u>= \$5,700.00</u>
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The Panel has assessed \$3,450.00 of the forum fees to Claimant.

The Panel has assessed \$1,125.00 of the forum fees Respondent DBSI.

The Panel has assessed \$1,125.00 of the forum fees Respondent FBWI.

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 are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

There were no administrative costs assessed during these proceedings.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 375.00
<u>Forum Fees</u>	<u>= \$ 3,450.00</u>
Total Fees	= \$ 3,825.00
<u>Less payments</u>	<u>= \$ 1,575.00</u>
Balance Due NASD Dispute Resolution	= \$ 2,250.00

Respondent FBWI is solely liable for:

Member Fees	= \$ 7,000.00
<u>Forum Fees</u>	<u>= \$ 1,125.00</u>
Total Fees	= \$ 8,125.00
<u>Less payments</u>	<u>= \$ 7,000.00</u>
Balance Due NASD Dispute Resolution	= \$ 1,125.00

Respondent DBSI is solely liable for:

Member Fees	= \$ 7,000.00
<u>Forum Fees</u>	<u>= \$ 1,125.00</u>
Total Fees	= \$ 8,125.00
<u>Less payments</u>	<u>= \$ 7,000.00</u>
Balance Due NASD Dispute Resolution	= \$ 1,125.00

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

ARBITRATION PANEL

Bernard S. Carrey, Esq.	-	Public Arbitrator, Presiding Chairperson
Laz L. Schneider, Esq.	-	Public Arbitrator
Thomas W. Miller	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

/s/
Bernard S. Carrey, Esq.
Public Arbitrator, Presiding Chairperson

05/10/06
Signature Date

/s/
Laz L. Schneider, Esq.
Public Arbitrator

05/10/06
Signature Date

/s/
Thomas W. Miller
Non-Public Arbitrator

05/12/06
Signature Date

05/12/06
Date of Service (For NASD Dispute Resolution office use only)

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Administrative Costs

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Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 375.00
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Total Fees	= \$ 3,825.00
Less payments	= \$ 1,575.00
Balance Due NASD Dispute Resolution	= \$ 2,250.00

Respondent FBWI is solely liable for:

Member Fees	= \$ 7,000.00
Forum Fees	= \$ 1,125.00
Total Fees	= \$ 8,125.00
Less payments	= \$ 7,000.00
Balance Due NASD Dispute Resolution	= \$ 1,125.00

Respondent DBSI is solely liable for:

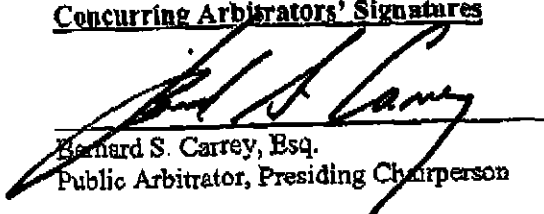
Member Fees	= \$ 7,000.00
Forum Fees	= \$ 1,125.00
Total Fees	= \$ 8,125.00
Less payments	= \$ 7,000.00
Balance Due NASD Dispute Resolution	= \$ 1,125.00

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Thomas W. Miller	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures


 Bernard S. Carrey, Esq.
 Public Arbitrator, Presiding Chairperson

May 10, 2006
 Signature Date

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Laz L. Schneider, Esq.
Public Arbitrator



Signature Date

Thomas W. Miller
Non-Public Arbitrator

Signature Date


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

Laz L. Schneider, Esq.
Public Arbitrator



Thomas W. Miller
Non-Public Arbitrator

Signature Date



Signature Date

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