

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Fiserv Securities, Inc. (Claimant) v. Gary DeDilectis and Robert Aurigemma (Respondents)

Case Number: 05-00298

Hearing Site: New York, NY

Nature of the Dispute: Member vs. Associated Persons.

REPRESENTATION OF PARTIES

Claimant Fiserv Securities, Inc. ("Fiserv"), hereinafter referred to as "Claimant": Wendy H. Schwartz, Esq., Becker, Glynn, Melamed & Muffly LLP, New York, NY.

Respondents Gary DeDilectis ("DeDilectis") and Robert Aurigemma ("Aurigemma") hereinafter collectively referred to as "Respondents": Leonard Weintraub, Esq., Paduano & Weintraub LLP, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: January 19, 2005.

Claimant signed the Uniform Submission Agreement: January 19, 2005.

Respondent DeDilectis signed the Uniform Submission Agreement: January 21, 2005.

Respondent Aurigemma signed the Uniform Submission Agreement: January 24, 2005.

Respondents did not file a Statement of Answer.

CASE SUMMARY

Claimant asserted the following causes of action: misappropriation of proprietary and confidential information, unfair competition, tortious interference with present and prospective business relationships, breach of contract, and breach of fiduciary duties. The causes of action arose out of the termination by Respondents of their employment with Claimant, and their subsequent affiliation with another employer.

Because of the expedited nature of proceedings for permanent injunctive relief under Rule 10335 of the NASD Code of Arbitration Procedure, Respondents did not submit a formal Answer. During their testimony at the hearing, however, Respondents denied the allegations made in the Statement of Claim. Aurigemma further asserted that the Form U-5 submitted by Claimant,

which indicated under the section "Reason for Termination" that he was "Permitted to Resign," and further provided an explanation thereunder, was improper and defamatory.

RELIEF REQUESTED

Claimant requested the following damages:

Compensatory Damages	In excess of \$1,500,000.00
Punitive Damages	No
Interest	In an amount to be determined
Attorneys' Fees	In an amount to be determined
Other Costs	Forum fees, witness and production fees, and other case-related costs in an amount to be determined

Other Monetary/Non-Monetary Relief if any: Permanent injunction from soliciting Claimant's customers, permanent injunction requiring return of Claimant's confidential and proprietary information, and injunction from conducting a prime brokerage business for one year.

Respondents request the following damages:

Other Monetary/Non-Monetary Relief if any:	A change of the "Reason for Termination" in the Form U-5 of Aurigemma from "Permitted to Resign" to "Voluntary," and expungement of the explanation provided thereunder.
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OTHER ISSUES CONSIDERED AND DECIDED

On March 2, 2005, the Panel issued an Order on Request for Permanent Injunction that (1) enjoined Respondents from starting or joining a prime brokerage business until June 12, 2005; (2) assessed the cost of the permanent injunction hearings and the increased arbitrator honoraria against Respondents DeDilectis (2/3) and Aurigemma (1/3); and (3) held the issue of a damages hearing in abeyance pending a further request by the parties.

Claimant and Respondents thereafter finally settled all claims by and between them, pursuant to the terms of the Settlement Agreement and General Release entered into between them. Therefore, the Parties submit this Stipulated Award to the Panel for its consideration and request that it be entered.

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

AWARD

Pursuant to the above, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. The listed parties have amenablely resolved their differences and have requested this Stipulated Award;
2. The terms of the Order on Request for Permanent Injunction, issued March 2, 2005, are incorporated herein, and remain fully in effect, except to the extent modified by the parties in a writing signed by all parties;
3. The Panel recommends the expungement of that portion of Respondent Robert Auirgemma's U-5 submitted by Fiserv Securities, Inc. that states the reason for termination was "permitted to resign". The Panel orders CRD to expunge the accompanying explanation. The Panel orders CRD to replace the original reason for termination with "voluntary," with no accompanying explanation. The Panel is so ordering such expungement relief based on the claimed defamatory nature of such information in the CRD system;
4. The parties shall bear their respective costs, including attorney's fees, except as Fees are specifically addressed below; and,
5. Any and all relief not specifically addressed herein, including punitive damages, is denied in its entirety.

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	= \$2,000.00
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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 persons at the time of the events giving rise to the dispute. Accordingly, Fiserv Securities, Inc. is a party.

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

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.

1. Claimant is assessed:

Injunctive relief surcharge = \$2,500.00

2. Respondent DeDilectis is assessed:

Additional arbitrator honoraria = \$1,250.00

3. Respondent Aurigemma is assessed:

Additional arbitrator honoraria = \$ 625.00

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:

Six (6) Hearing sessions @ \$1,200.00 = \$7,200.00

Hearing Dates:	February 2, 2005	2 sessions
	February 4, 2005	2 sessions
	February 18, 2005	2 sessions

Total Forum Fees = \$7,200.00

1. The Panel has assessed \$4,800.00 of the forum fees against Respondent DeDilectis.
2. The Panel has assessed \$2,400.00 of the forum fees against Respondent Aurigemma.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 2,000.00
Member Fees	= \$ 8,550.00
<u>Injunctive Relief Fees</u>	<u>= \$ 2,500.00</u>
Total Fees	= \$13,050.00
<u>Less payments</u>	<u>= \$14,250.00</u>
Refund Due Claimant	= \$ 1,200.00

2. Respondent DeDilectis is solely liable for:

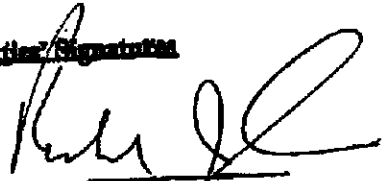
Injunctive Relief Fees	= \$ 1,250.00
<u>Forum Fees</u>	<u>= \$ 4,800.00</u>
Total Fees	= \$ 6,050.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$ 6,050.00

3. Respondent Aurigemma is solely liable for:


Injunctive Relief Fees	= \$ 625.00
<u>Forum Fees</u>	<u>= \$ 2,400.00</u>
Total Fees	= \$ 3,025.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$ 3,025.00

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

Parties/Signatories


Peter J. [unclear]
Fiserv Securities, Inc.
Claimant

5/4/05
Signature Date


Gary DeDilectis
Respondent

4/27/05
Signature Date


Robert Amigues
Respondent

Signature Date

Parties' Signatures

Fiserv Securities, Inc.
Claimant

Signature Date

Gary DeDilectis

4/27/05

Gary DeDilectis
Respondent

Signature Date

Robert Aurigerama
Respondent

Signature Date


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Claimant

Signature Date

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Respondent

Signature Date



Robert Aurigemma
Respondent

4-29-05

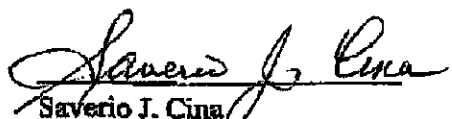
Signature Date

ARBITRATION PANEL

Saverio J. Cina	-	Public Arbitrator, Presiding Chair
Josian Antoine, Esq.	-	Public Arbitrator
Philip M. Mandel, Esq.	-	Non-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 is which is my award.


Saverio J. Cina
Public Arbitrator, Presiding Chair

5/16/05
Signature Date

Josian Antoine, Esq.
Public Arbitrator

Signature Date

Philip M. Mandel, Esq.
Non-Public Arbitrator

Signature Date

June 22, 2005
Date of Service (For NASD office use only)

ARBITRATION PANEL

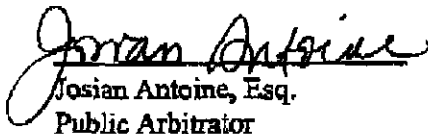
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Public Arbitrator

Signature Date

Philip M. Mandel
Philip M. Mandel, Esq.
Non-Public Arbitrator

6/22/05
Signature Date

June 22, 2005
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