

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

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In the Matter of the Arbitration Between:

Lee Greenberg, Claimant v. Chanchal Mehta, Anthony Pace, Georganne E. Detweiler-Voyles,  
Jeffrey J. Cannella, and Roland P. Sturgill, Jr., Respondents

Case Number: 05-03390

Hearing Site: San Francisco, California

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Nature of the Dispute: Customer v. Associated Persons

**REPRESENTATION OF PARTIES**

For Claimant:

Irwin Stein  
Timothy A. Canning, Esq.  
Attorney at Law  
Novato, California

For Respondent Chanchal Mehta ("Mehta")

Delmer C. Gowing, III., Esq.  
Attorney at Law  
Ocean Ridge, Florida

For Respondent Anthony Pace ("Pace"):

John C. Rayson, Esq.  
Law Offices of John C. Rayson  
Fort Lauderdale, Florida

For Respondent Georganne E. Detweiler-Voyles:  
("Detweiler-Voyles")

In Propria Persona  
Sarasota, Florida

For Respondent Jeffrey J. Cannella ("Cannella"):

In Propria Persona  
Greenwood Village, Colorado

For Respondent Roland P. Sturgill, Jr. ("Sturgill"):

did not make an appearance

### **CASE INFORMATION**

Statement of Claim filed: June 28, 2005

Claimant's Amended Statement of Claim dated: September 8, 2005

Claimant's Uniform Submission Agreement signed: June 16, 2005

Statement of Answer filed by Respondent Mehta: August 31, 2005

Amended Statement of Answer filed by Respondent Mehta: February 15, 2006

Statement of Answer filed by Respondent Pace: October 12, 2005

Amended Statement of Answer filed by Respondent Pace: January 17, 2006

Additional Amendment to Statement of Answer filed by Respondent Pace: February 16, 2006

Statement of Answer filed by Respondent Detweiler-Voyles: August 25, 2005

Statement of Answer filed by Respondent Cannella: August 23, 2005

Amended Statement of Answer filed by Respondent Cannella: October 24, 2005

Additional Amendment to Statement of Answer filed by Respondent Cannella: February 22, 2006

Respondent Detweiler-Voyles' Uniform Submission Agreement signed: October 27, 2005

Respondent Cannella's Uniform Submission Agreement signed: August 22, 2005

### **CASE SUMMARY**

Claimant's allegations included, but are not limited to, unsuitability, breach of contract, erroneous charges, failure to supervise, negligence, failure to execute, breach of fiduciary duty, misrepresentations, non-disclosures, and omission of facts. Claimant's allegations involved common stock including, but not limited to, TriQuint, E-Trade Group, and AOL.

Respondents Mehta, Pace, Detweiler-Voyles, and Cannella, denied the allegations of wrongdoing set forth in Claimant's Statement of Claim.

In their Amended Statement(s) of Answer, Respondents Mehta, Pace, and Cannella set forth affirmative defense(s) to Claimant's Statements of Claim.

### **RELIEF REQUESTED**

In the initial Statement of Claim, Claimant requested \$58,008.00 in compensatory damages, \$40,000.00 in punitive damages, and costs.

In the Amended Statement of Claim, Claimant requested \$71,008.00 in compensatory damages and \$65,000.00 in punitive damages.

Respondents Mehta, Pace, and Detweiler-Voyles requested dismissal of Claimant's Statements of Claim in their entirety. Respondent Cannella requested dismissal of Claimant's Statements of Claim in their entirety and expungement.

In his Amended Answer to the Statement of Claim, Respondent Pace requested dismissal of Claimant's Statements of Claim and costs, including attorney's fees.

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

Respondents Mehta, Pace, and Sturgill did not file with NASD Dispute Resolution a properly executed submission agreement but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and are bound by the determination of the Panel on all issues submitted.

Upon review of the file and the representations made by/on behalf of the Claimant, the undersigned Panel determined that Respondent Sturgill was properly served with the Statement of Claim and that arbitration of the matter would proceed without said Respondent present in accordance with the Code.

On October 24, 2005, Respondent Cannella submitted a Motion to Dismiss on behalf of all Respondents. On November 11, 2005, Claimant filed an opposition, which included audiotapes. On December 21, 2005, Respondent Cannella filed a Motion to Strike Discovery Filing and a Motion to Exclude audiotapes. On January 10, 2006, Claimant filed an opposition to the two latter motions and included his own Motion to Compel Discovery and to Assess Damages against all Respondents. All Respondents, except Sturgill, responded to Claimant's Motion to Compel. On January 23, 2006, the Panel held a conference call with the parties to hear oral argument on the above-referenced motions. After due deliberation, the Panel (1) denied Respondents' Motion to Dismiss, (2) granted, in part, Respondent Cannella's Motion to Strike, (3) granted

Respondent Cannella's Motion to Exclude, (4) granted, in part, Claimant's Motion to Compel, and (5) denied Claimant's Motion to Assess Damages.

On February 15, February 16, February 18, 2006, and February 22, 2006, Respondents Mehta, Pace, Detweiler-Voyles, and Cannella, respectively, filed a Motion to Dismiss based on statutes of limitations. On February 22, 2006, Claimant filed an opposition and a Motion to Bar attorneys John Rayson, Esq., and Delmer Gowing III, Esq., from this arbitration proceeding. On February 28, 2006, the Panel held a telephonic conference with the parties on the above-referenced motions. After due deliberation, the Panel (1) denied the motions to dismiss without prejudice and (2) denied Claimant's Motion to Bar.

On March 1, 2006, NASD received verbal notice from Claimant's representative that Claimant had reached a settlement with Respondents Mehta and Pace.

At the hearing, Respondents Cannella and Detweiler-Voyles requested reconsideration of their previously-filed motions to dismiss based on statutes of limitations. After considering the documents and testimony provided at the hearing, the Panel granted Cannella's and Detweiler-Voyles' motions for dismissal with prejudice.

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) Respondent Roland P. Sturgill, Jr., is liable to and shall pay Claimant the sum of \$9,500.00 in compensatory damages.
- 2) Respondents Jeffrey J. Cannella and Georganne Detweiler-Voyles are dismissed with prejudice.
- 3) Respondent Jeffrey J. Cannella'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 = \$ 300.00

#### **Forum Fees and Assessments**

The Panel assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Chair or the parties and the Panel. The following fees are assessed:

(3) Pre-hearing conference sessions with the Panel @ \$1,125.00/session = \$3,375.00

Pre-hearing conferences:      October 18, 2005      1 session  
   January 23, 2006      1 session  
   February 28, 2006      1 session

(3) Hearing sessions @ \$1,125.00/session = \$3,375.00

Hearings:                      March 2, 2006      2 sessions  
   March 3, 2006      1 session

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**Total Forum Fees = \$6,750.00**

1. The Panel assessed \$3,375.00 of the forum fees to Claimant.
2. The Panel assessed \$337.50 of the forum fees to Respondent Mehta.
3. The Panel assessed \$337.50 of the forum fees to Respondent Pace.
4. The Panel assessed \$900.00 of the forum fees to Respondent Detweiler-Voyles.
5. The Panel assessed \$900.00 of the forum fees to Respondent Cannella.
6. The Panel assessed \$900.00 of the forum fees to Respondent Sturgill.

### **Administrative Costs**

Administrative costs are expenses incurred because a party requested additional services beyond the normal administrative services. These additional services include, but are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, security, and sundry other requests.

Additional security at the hearing = \$ 900.00

1. The Panel assessed \$450.00 of the additional security costs to Claimant.
2. The Panel assessed \$150.00 of the additional security costs to Respondent Detweiler-Voyles.
3. The Panel assessed \$150.00 of the additional security costs to Respondent Cannella.
4. The Panel assessed \$150.00 of the additional security costs to Respondent Sturgill.

### **Fee Summary**

1. Claimant is charged with the following fees and costs:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 3,375.00
<u>Administrative Costs</u>	= \$ 450.00
Total Fees	= \$ 4,125.00
<u>Less payments</u>	= \$(1,425.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 2,700.00</b>

2. Respondent Chanchal Mehta is charged with the following fees and costs:

Forum Fees	= \$ 337.50
<u>Less payments</u>	= \$ (0.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 337.50</b>

3. Respondent Anthony Pace is charged with the following fees and costs:

Forum Fees	= \$ 337.50
<u>Less payments</u>	= \$ (0.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 337.50</b>

4. Respondent Georganne Detweiler-Voyles is charged with the following fees and costs:

Forum Fees	= \$ 900.00
<u>Administrative Costs</u>	= \$ 150.00
Total Fees	= \$ 1,050.00
<u>Less payments</u>	= \$ (0.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 1,050.00</b>

5. Respondent Jeffrey J. Cannella is charged with the following fees and costs:

Forum Fees	= \$ 900.00
<u>Administrative Costs</u>	= \$ 150.00
Total Fees	= \$ 1,050.00
<u>Less payments</u>	= \$ (0.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 1,050.00</b>

6. Respondent Roland P. Sturgill, Jr., is charged with the following fees and costs:

Forum Fees	= \$ 900.00
<u>Administrative Costs</u>	= \$ 150.00
Total Fees	= \$ 1,050.00
<u>Less payments</u>	= \$ (0.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 1,050.00</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.

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**ARBITRATION PANEL**

Gary S. DeWeese	-	Public Arbitrator, Presiding Chair
George T. Fleming	-	Public Arbitrator
Katherine M. Van Hagan	-	Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

  
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Gary S. DeWeese  
Chair, Public Arbitrator

3/9/06  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
George T. Fleming  
Public Arbitrator

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

\_\_\_\_\_  
Katherine M. Van Hagan  
Non-Public Arbitrator

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

3/9/06  
\_\_\_\_\_  
Date of Service



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Chair, Public Arbitrator

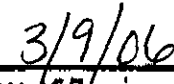
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George T. Fleming  
Public Arbitrator

  
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3-8-06  
Signature Date

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Katherine M. Van Hagan  
Non-Public Arbitrator

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Signature Date

Katherine Van Hagan  
Katherine M. Van Hagan  
Non-Public Arbitrator

3/8/06  
Signature Date

3/9/06  
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