

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

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In the Matter of the Arbitration Between:

Peter J. Coons (Claimant) vs. Charles Schwab & Co., Inc. (Respondent)

Case Number: 05-04524

Hearing Site: Albany, New York

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*Nature of the Dispute: Customer vs. Member*

**REPRESENTATION OF PARTIES**

Claimant Peter J. Coons hereinafter referred to as "Claimant" appeared *pro se*.

Respondent Charles Schwab & Co., Inc. hereinafter referred to as "Respondent": Sean B. Meehan, Esq., Charles Schwab & Co., Inc., San Francisco, CA.

**CASE INFORMATION**

Statement of Claim filed on or about: August 30, 2005.

Claimant signed the Uniform Submission Agreement: September 9, 2005.

Statement of Answer filed by Respondent on or about: November 21, 2005.

Respondent signed the Uniform Submission Agreement: November 15, 2005.

**CASE SUMMARY**

Claimant asserted the following causes of action: breach of fiduciary duty, failure to supervise, and negligence. The causes of action relate to shares of Able Labs stock and other unspecified securities.

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 an unspecified amount of compensatory damages, interest and that Respondent replace all securities that were sold on May 19 and 20, 2005, excluding the shares of Able Labs.

Respondent requested that Claimant's claims be dismissed in its entirety, award costs in defending this claim and such other relief as the Panel deems proper.

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

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, the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent is liable for and shall pay to Claimant compensatory damages in the amount of \$56,750.00.
2. Respondent is liable for and shall pay to Claimant interest at the rate of 5% per annum from May 20, 2005 until April 5, 2006.
3. Any and all relief not specifically addressed herein 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 = \$ 250.00

#### **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. Accordingly, Charles Schwab & Co., Inc., is a party.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,200.00

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

The 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 arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) Hearing sessions @ \$1,000.00	= \$2,000.00
Hearing Dates: March 9, 2006 2 session	
Total Forum Fees	= \$2,000.00

1. The Panel has assessed \$1,000.00 of the forum fees to Claimant.
2. The Panel has assessed \$1,000.00 of the forum fees to Respondent.

**Fee Summary**

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 250.00
<u>Forum Fees</u>	<u>= \$1,000.00</u>
Total Fees	= \$1,250.00
<u>Less payments</u>	<u>= \$ 250.00</u>
Balance Due NASD Dispute Resolution	= \$1,000.00

2. Respondent is solely liable for:

Member Fees	= \$ 4,450.00
<u>Forum Fees</u>	<u>= \$ 1,000.00</u>
Total Fees	= \$ 5,450.00
<u>Less payments</u>	<u>= \$ 5,200.00</u>
Balance Due NASD Dispute Resolution	= \$ 250.00


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

**ARBITRATION PANEL**

Karin A. Schlosser, Esq.	-	Public Arbitrator, Presiding Chairperson
Richard B. Ancowitz, Esq.	-	Public Arbitrator
C. Henry Lucas, MBA	-	Non-Public Arbitrator

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, is which is my award.

**Concurring Arbitrators' Signatures**



Karin A. Schlosser, Esq.  
Public Arbitrator, Presiding Chairperson

04/26/06

Signature Date

Richard B. Ancowitz, Esq.  
Public Arbitrator

Signature Date

C. Henry Lucas, MBA  
Non-Public Arbitrator

Signature Date

April 26, 2006  
Date of Service (For NASD Dispute Resolution use only)

**ARBITRATION PANEL**

Karin A. Schlosser, Esq.	-	Public Arbitrator, Presiding Chairperson
Richard B. Ancowitz, Esq.	-	Public Arbitrator
C. Henry Lucas, MBA	-	Non-Public Arbitrator

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Karin A. Schlosser, Esq.  
Public Arbitrator, Presiding Chairperson

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Signature Date

  
\_\_\_\_\_  
Richard B. Ancowitz, Esq.  
Public Arbitrator

4/23/06  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
C. Henry Lucas, MBA  
Non-Public Arbitrator

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

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