

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

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In the Matter of the Arbitration Between:

Joseph Stevens & Company, Incorporated (Claimant) vs. Vincent Charles Armato, David I. Carter, Dori Jack Dashti, Paul D. Marquardt, Radion Felitnich Medvedovsky, Everton Alexander Murdock, Jonathan W. McHale, Frank Joseph Parascondola, Richard Joseph Perlongo, Brian Scerbo, Joseph Varvara, Keith Thomas Williams and Vincent John Zerbo (Respondents)

Case Number: 06-01803

Hearing Site: New York, New York

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Nature of the Dispute: Member vs. Associated Persons.

**REPRESENTATION OF PARTIES**

Claimant Joseph Stevens & Company, Inc., hereinafter referred to as "Claimant":  
Michael Huberman, Esq., Huberman & Associates, Boca Raton, FL.

Respondent Vincent Charles Armato hereinafter referred to as "Amato" did not enter an appearance in this matter.

Respondent David I. Carter hereinafter referred to as "Carter" appeared *pro se*.

Respondent Dori Jack Dashti hereinafter referred to as "Dashti" did not enter an appearance in this matter.

Respondent Paul D. Marquardt hereinafter referred to as "Marquardt" did not enter an appearance in this matter.

Respondent Radion Felitnich Medvedovsky hereinafter referred to as "Medvedovsky" did not enter an appearance in this matter.

Respondent Everton Alexander Murdock hereinafter referred to as "Murdock" did not enter an appearance in this matter.

Respondent Jonathan W. McHale hereinafter referred to as "McHale": Ross Intelisano, Esq., Rich & Intelisano, Esq., New York, NY.

Respondent Frank Joseph Parascondola hereinafter referred to as "Parascondola" did not enter an appearance in this matter.

Respondent Richard Joseph Perlongo hereinafter referred to as "Perlongo" did not enter an appearance in this matter.

Respondent Brian Scerbo hereinafter referred to as "Scerbo" did not enter an appearance in this matter.

Respondent Joseph Varvara hereinafter referred to as "Varvara" did not enter an appearance in this matter.

Respondent Keith Thomas Williams hereinafter referred to as "Williams" did not enter an appearance in this matter.

Respondent Vincent John Zerbo hereinafter referred to as "Zerbo" did not enter an appearance in this matter.

### **CASE INFORMATION**

Statement of Claim filed on or about: April 4, 2006.

Claimant signed the Uniform Submission Agreement: March 30, 2006.

Respondent Armato did not submit a Statement of Answer or Uniform Submission Agreement.

Statement of Answer and Counterclaim filed by Respondent Carter on or about: August 24, 2006.

Respondent Carter signed the Uniform Submission Agreement: August 24, 2006.

Respondent Dashti did not submit a Statement of Answer or Uniform Submission Agreement.

Respondent Marquardt did not submit a Statement of Answer or Uniform Submission Agreement.

Respondent Medvedovsky did not submit a Statement of Answer or Uniform Submission Agreement.

Respondent Murdock did not submit a Statement of Answer or Uniform Submission Agreement.

Respondent McHale did not submit a Statement of Answer or Uniform Submission Agreement.

Respondent Parascondola did not submit a Statement of Answer or Uniform Submission Agreement.

Respondent Perlongo did not submit a Statement of Answer or Uniform Submission Agreement.

Respondent Scerbo did not submit a Statement of Answer or Uniform Submission Agreement.

Respondent Varvara did not submit a Statement of Answer or Uniform Submission

Agreement.

Respondent Williams did not submit a Statement of Answer or Uniform Submission Agreement.

Respondent Zerbo did not submit a Statement of Answer or Uniform Submission Agreement.

### **CASE SUMMARY**

Claimant asserted the following causes of action: breach of contract.

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

In his Counterclaim, Respondent Carter asserted the following cause of action: breach of contract.

### **RELIEF REQUESTED**

Claimant requested general and compensatory damages of not less than \$48,000.00, interest, costs of the proceedings and attorneys' fees and such other and further relief as this panel deems just and appropriate.

Respondent Carter requested the dismissal of the Statement of Claim in its entirety.

In his Counterclaim, Respondent Carter requested general and compensatory damages in the amount of \$2,775.00, interest, costs of the proceeding and such other and further relief as this panel deems just and appropriate.

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

Respondents Armato, Dashti, Marquardt, Medvedovsky, Murdock, McHale, Parascondola, Perlono, Scerbo, Varvara, Williams and Zerbo did not file with NASD Dispute Resolution properly executed Uniform Submission Agreements but are required to submit to arbitration pursuant to the Code are bound by the determination of the Panel on all issues submitted.

Upon review of the file and the representations made on behalf of the Claimant, the undersigned arbitrators (the "Panel") determined that Respondents Medvedovsky, Murdock, Parascondola, and Zerbo have been properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without said Respondents present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

By letter dated April 26, 2006, Claimant dismissed its claims against Respondent Brian Scerbo.

By letter dated August 8, 2006, Claimant dismissed its claims against Respondents Vincent Charles Armato, Dori Jack Dashti, Paul D. Marquardt, Jonathan McHale, and Thomas Keith Williams.

By letter dated October 6, 2006, Claimant dismissed its claims against Respondent Joseph Varvara.

By letter dated November 3, 2006, Claimant dismissed its claims against Respondent David Carter. Respondent David Carter also dismissed his counterclaim.

At the hearing, Claimant advised the Panel that it had settled its claims with Respondent Richard Perlongo.

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 Medvedovsky is liable for and shall pay to Claimant compensatory damages in the amount of \$5,799.53 plus interest at the rate of nine percent per annum from January 9, 2007 until the award is paid.
2. Respondent Murdock is liable for and shall pay to Claimant compensatory damages in the amount of \$8,894.79 plus interest at the rate of nine percent per annum from January 9, 2007 until the award is paid.
3. Respondent Parascondola is liable for and shall pay to Claimant compensatory damages in the amount of \$2,047.21 plus interest at the rate of nine percent per annum from January 9, 2007 until the award is paid.
4. Respondent Zerbo is liable for and shall pay to Claimant compensatory damages in the amount of \$651.63 plus interest at the rate of nine percent per annum from January 9, 2007 until the award is paid.
5. 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	= \$1,000.00
Counterclaim filing fee	= \$ 50.00

### **Member Fees**

Member fees are assessed to each member firm that is a party in these proceedings or to the member firms that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Joseph Stevens & Company, Incorporated is a party.

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$1,000.00

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

Two (2) Pre-hearing sessions with Panel @ \$600.00	= \$1,200.00
Pre-hearing conferences: November 1, 2006 1 session	
January 2, 2007 1 session	
One (1) Hearing session @ \$600.00 per session	= \$ 600.00
Hearing Date: January 8, 2007 1 session	
Total Forum Fees	= \$1,800.00

1. The Panel has assessed \$616.00 of the forum fees to Respondent Medvedovsky.
2. The Panel has assessed \$915.00 of the forum fees to Respondent Murdock.
3. The Panel has assessed \$202.00 of the forum fees to Respondent Parascondola.
4. The Panel has assessed \$67.00 of the forum fees to Respondent Zerbo.

### **Fee Summary**

1. Claimant is solely liable for:

Initial Filing Fee	= \$1,000.00
Member Fees	= \$2,625.00
Total Fees	= \$3,625.00
Less payments	= \$4,075.00
Refund Due Claimant	= \$ 450.00

2. Respondent Carter is solely liable for:

Initial Filing Fee	= \$ 50.00
Total Fees	= \$ 50.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 50.00

3. Respondent Medvedovsky is solely liable for:

Forum Fees	= \$ 616.00
Total Fees	= \$ 616.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 616.00

4. Respondent Murdock is solely liable for:

Forum Fees	= \$ 915.00
Total Fees	= \$ 915.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 915.00

5. Respondent Parascondola is solely liable for:

Forum Fees	= \$ 202.00
Total Fees	= \$ 202.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 202.00

6. Respondent Zerbo is solely liable for:

Forum Fees	= \$ 67.00
Total Fees	= \$ 67.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 67.00

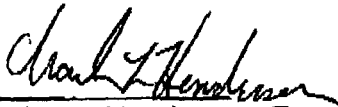
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

**ARBITRATION PANEL**

Charles L. Henderson, Esq.	-	Non-Public Arbitrator, Presiding Chairperson
Herbert R. Behrens	-	Non-Public Arbitrator
John J. Witkowski, Jr., Esq.	-	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 instrument, which is my award.

**Concurring Arbitrators' Signatures**



Charles L. Henderson, Esq.  
Non-Public Arbitrator, Presiding Chairperson

1/19/07  
Signature Date

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Herbert R. Behrens  
Non-Public Arbitrator

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

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John J. Witkowski, Jr., Esq.  
Non-Public Arbitrator

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

January 19, 2007  
Date of Service (For NASD Dispute Resolution use only)

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