

**MODIFIED AWARD**

NATIONAL ASSOCIATION OF SECURITIES DEALERS

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Name of Claimant

Janie D'Addio

vs.

#90-02361

Name of Respondents

Churchill Securities, Inc.  
Robert Goldstein

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**REPRESENTATION**

For Claimant Janie D'Addio ("Claimant"): Joel Forman, of Bondy & Schloss.

For Respondent Churchill Securities, Inc. ("Churchill"): No representative appeared for this Respondent.

For Respondent Robert Goldstein ("Goldstein"): No representative appeared for this Respondent.

**HEARING INFORMATION**

Hearing Date/Session:

December 3, 1992/1 session

Hearing Location:

Bondy & Schloss/New York, New York

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ADDITIONAL ISSUES

On June 22, 1992, Justice Leland DeGrasse granted Claimant's application to the Supreme Court of the State of New York, County of New York to vacate in part the arbitration award which denied petitioner's application for attorneys' fees, costs and interest. An evidentiary hearing on these issues was convened by the arbitration panel on December 3, 1992.

Claimant submitted an affidavit setting forth the total amount of attorneys' fees, costs and interest to which she alleged she was entitled. Claimant alleged her rights were set forth in a Promissory Note ("Note") executed by Goldstein which she alleged asserted Goldstein's obligation for attorneys' fees, costs and interest.

Respondent Churchill did not submit any documentation regarding these issues.

Respondent Goldstein submitted a written statement. He maintained he had signed a Note for \$25,000.00; no legal fees or punitive damages should be awarded for the Claimant's costs against Churchill; Claimant did not return the stock she received for the \$25,000.00 so the agreement for \$25,000.00 was void; Claimant was a California resident invested in Pak Canada Holdings, Inc. a New Jersey Corporation, therefore, the New York Supreme Court had no jurisdiction to overturn the arbitrators' award; the Note was not valid and therefore no legal fees, costs or punitive damages related to claims against Churchill should be awarded.

RELIEF REQUESTED

Claimant requested: attorneys' fees, costs and interest in the amount of \$41,088.23 against Goldstein.

Respondent Churchill submitted no formal prayer for relief.

Respondent Goldstein maintained that Claimant was not entitled to legal fees, costs, or punitive damages related to claims against Churchill.

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1. Based upon the evidentiary hearing held by this arbitration panel, as ordered by the Supreme Court of the State of New York, County of New York, the arbitration panel hereby awards Claimant \$0.00 dollars.

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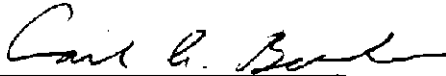
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FORUM FEES

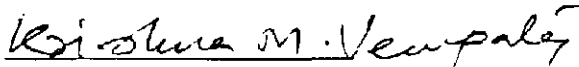
Pursuant to Section 43 of the Code of Arbitration Procedure, the following forum fees are assessed:

1. Claimant is hereby liable and shall pay to the NASD the sum of \$750.00.


ARBITRATOR SIGNATURE



Carl A. Becker/Public Arbitrator



Krishna M. Vempaty/Public Arbitrator



Joseph J. Cassidy/Industry Arbitrator

Date of Decision: January 28, 1993

### REPORT OF ARBITRATORS

The arbitrators believed that their original award was a composite award taking into account all the evidence of improper conduct and procedure alleged by both the Claimant and Respondents and was not predicated on the Note. The arbitrators believe they should not apply the terms of the Note as a guarantee against loss allegedly issued by Goldstein.