

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

---

In the Matter of the Arbitration Between

Name of Claimants

Anthony & Kathryn Skaff

91-01291

Name of Respondents

Global America Inc.  
Michael Markowski  
Carlo Kyprios  
John Steinmetz  
Joseph Riccio  
Patrick Riccio

---

REPRESENTATION OF PARTIES

Claimants were represented by Patrick E. Meyers, Esq. of Moye, Giles, O'Keefe, Vermeire & Gorrell, Denver, Colorado.

Respondents Global America, Inc. and Michael Markowski were represented by Leon B. Lipkin, Esq. of McLaughlin & Stern, Ballen and Ballen, New York, New York.

Respondent Carlo Kyprios was represented by Philip Raible, Esq. of Squadron, Ellenoff, Plesent & Lehrer, New York, New York.

Respondent John Steinmetz was represented by John J. Phelan, III, Esq. of Phelan & Costello, New York, New York.

Respondents Joseph Riccio and Patrick Riccio did not appear or submit responsive pleadings.

CASE INFORMATION

The Statement of Claim was filed on or about April 23, 1991.

Claimants' Submission Agreement signed on April 15, 1991 by Anthony A. Skaff and Kathryn J. Skaff.

Statement of Answer filed by Respondents, Global America, Inc. and Michael Markowski on or about August 1, 1991.

Respondent Michael Markowski's Submission Agreement signed on December 31, 1991.

Statement of Answer, Cross-Claim and Third Party Claim filed on or about July 2, 1991.

Respondent Carlo Kyprios' Submission Agreement signed on July 10, 1991.

Statement of Answer filed by Respondent John Stainmetz on or about July 24, 1991. Reply to Counterclaim filed on or about August 28, 1991.

Respondent John Stainmetz's Submission Agreement signed on July 24, 1991.

#### HEARING INFORMATION

The hearing was held on Tuesday, May 19, 1992 in Denver, Colorado for a total of two (2) sessions.

#### CASE SUMMARY

Claimant alleged that only half of his order to sell Personal Computer Products, Inc. stock was executed at the price agreed upon between them and the broker, Carlo Kyprios.

Respondents Global America, Inc. and Michael Markowski denied the allegations set forth in the claim and denied the allegations set forth in the cross claim asserted by Carlo Kyprios.

Respondent Carlo Kyprios denied any liability to the Claimants and stated that liability, if any, must be that of Respondents Global America, Inc. and Michael Markowski. Respondent Carlo Kyprios also stated that he did place the order to sell 10,000 shares of PCPI of which 5,000 was sold. Respondent Carlo Kyprios also asserted a Cross Claim and Third Party Claim against Respondents Global America, Inc. and Michael Markowski wherein he alleged that he was due commissions and that any problems in executing the order to sell were created by Third Party Respondents Joseph Riccio and Patrick Riccio.

#### RELIEF REQUESTED

Claimants requested an award in the amount of \$18,751.50, costs and attorney's fees.

Respondent Carlo Kyprios requested that the Statement of Claim be dismissed as against him and an award of indemnification in the full amount of any damages payable by him from Respondents Global America, Inc. and Michael Markowski and Third Party Respondents Joseph Riccio and Patrick Riccio. Carlo Kyprios also requested unspecified compensatory damages and punitive damages against Respondents Global America, Inc. and Michael Markowski and Third Party Respondents Joseph Riccio and Patrick Riccio.

Respondent John Stainmetz requested that all claims asserted against him be denied.

#### OTHER ISSUES CONSIDERED & DECIDED

The panel has determined that Respondents Joseph Riccio and Patrick Riccio had been properly served with the Statement of Claim pursuant to Sections 13 and 25 of the NASD Code of Arbitration Procedure (the "Code").

Respondent Global America, Inc. did not file with the NASD a properly executed submission to arbitration but is required to submit to arbitration pursuant to Section 12 of the NASD Code of Arbitration Procedure (the "Code") and having answered the claim, is bound by the determination of the arbitration panel on all issues submitted.

Respondents Global America, Inc. and Michael Markowski did not appear at the hearing on Tuesday, May 19, 1992 after being duly notified that their request to appear telephonically had been denied. At the request of the arbitration panel, NASD staff contacted counsel for Respondents Global America, Inc. and Michael Markowski and was advised that these respondents would not be present at the hearing and that they would rely on their written submissions.

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. In either case, the parties have agreed to receive conformed copies of the award while the original(s) remain on file with the NASD.

#### AWARD

After considering the pleadings, the testimony, and the evidence presented at the hearing, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

1. Respondents Global America, Inc. and Michael Markowski shall be and hereby are jointly and severally liable for and shall pay to the Claimants the sum of \$13,005.00 (Thirteen Thousand Five Dollars).
2. All claims asserted against Respondents Carlo Kyprios and John Steinmetz shall be and hereby are dismissed.
3. Respondent Global America, Inc. shall be and hereby is liable for and shall pay to Carlo Kyprios the sum of \$2,000.00 (Two Thousand Dollars).
4. The remaining Cross Claim and Third Party claims asserted in this matter shall be and hereby are dismissed.
5. Each party shall bear its own costs, expenses and attorney's fees incurred in this matter not specifically enumerated herein.

#### FORUM FEES

Pursuant to Section 43(c) of the NASD Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. ("NASD") shall retain the non-refundable filing fee in the amount of \$100.00 and shall refund the

hearing session deposit in the amount of \$300.00 previously deposited with the NASD by the Claimant. The NASD shall retain the non refundable filing fee in the amount of \$500.00 and shall refund the hearing session deposit in the amount of \$300.00 previously deposited with the NASD by Respondent Carlo Kyprios. Respondents Global America, Inc. and Michael Markowski shall be and hereby are jointly and severally liable for and shall pay to the NASD the sum of \$800.00 as forum fees.

Forum fees are calculated at the rate of \$400.00 per hearing session.

Postponement fees in the amount of \$400.00 are assessed against Respondents Global America, Inc. and Michael Markowski pursuant to Section 30 of the NASD Code of Arbitration Procedure.

Fees are payable to the National Association of Securities Dealers, Inc.

Dated:

June 8, 1992

s/s

Robert C. Roth, Esq.  
Presiding Chair  
Public Arbitrator

June 8, 1992

Michael R. McGinnis  
Public Arbitrator

June 8, 1992

James P. Beck, Esq.  
Industry Arbitrator

NASD decision served: June 17, 1992