

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant(s)

Investment Management & Research, Inc.

93-05104

Name of Respondent(s)

Peter C. Bucchieri

REPRESENTATION

For Claimant: John N. Critchlow, Esq.

For Respondent: Grover S. Parnell, Esq. of the law firm of Davis Malm & D'Agostino.

CASE INFORMATION

Statement of Claim filed December 10, 1993.

Claimant's Submission Agreement signed on December 3, 1993.

The Respondent did not execute a submission agreement or submit a Statement of Answer as required pursuant to Section 25 of the Code of Arbitration Procedure.

HEARING INFORMATION

Hearing Date(s)/Sessions, April 27, 1995 (one session).

Hearing Location, Boston, MA.

CASE SUMMARY

Claimant alleged that on or about October 22, 1980 Respondent entered into an agreement with claimant titled "Independent Sales Association Agreement" under which he would engage in sales activities as a Registered Representative of Claimant. Claimant further alleged during the time

Respondent was associated with the Claimant, he was responsible for handling the account of Ann M. Shafnacker and he continued to service her account even after his relationship with claimant had ended. Claimant further alleged that in order to execute the transactions of his customers, Respondent incorporated a broker/dealer named Investment Timing and Research and became a Registered Representative associated with that entity. Claimant further alleged on or about October 8, 1991 Ms. Shafnacker brought a claim against Claimant, Bucchieri and Investment Timing and Research, asserting that her account had been mishandled by Bucchieri resulting in losses to her of \$305,653.00. Claimant further alleged the arbitration panel rendered an award and Claimant satisfied the award by the payment of \$229,568.36 to Ms. Shafnacker. Claimant further alleged under the terms of the Independent Sales Association Agreement between the Claimant and Bucchieri, Bucchieri is responsible to indemnify Claimant for the amount paid to Ms. Shafnacker as well as the attorney's fees and costs expended by Claimant in defending Ms. Shafnacker's claims and under common law principles of indemnity and contribution, Respondent is obligated to reimburse to Claimant the sums it has spent.

Respondent maintained that the issue contained in this claim was decided by the prior panel and the prior panel refused to apportion the award after being asked to do so both during the hearing and in a post-hearing motion. Respondent further maintained that the Claimant also had the opportunity to ask a Federal district judge to apportion the award and chose not to do so and had the right during the underlying arbitration to file a crossclaim against Mr. Bucchieri and for tactical reasons chose not to do so. Respondent further maintained the Claimant affirmatively asserted in the prior arbitration that the investments at issue were suitable, the trading was not excessive and the risks were explained to Ms. Shafnacker and that Mr. Bucchieri did nothing wrong.

RELIEF REQUESTED

Claimant requested that an award be entered in its favor and against the Respondent in the sum of \$409,167.30 plus interest, attorneys fees and costs and such other relief as may be justified.

Respondent requested a dismissal of all claims against him.

AWARD

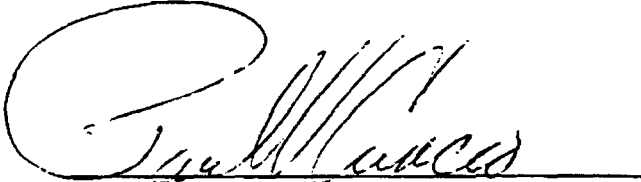
After considering the pleadings, the testimony and the evidence presented at the hearing, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

1. All claims by the Claimant be and hereby are dismissed in all respects.
2. Each party shall bear their respective costs including attorney's fees.

FORUM FEES

Pursuant to Section 44c of the Code of Arbitration Procedure the NASD shall retain all fees previously paid by the Claimant to the NASD.

ARBITRATOR'S SIGNATURE

A handwritten signature in black ink, appearing to read "Paul V. Curcio", written over a horizontal line.

Paul V. Curcio, Esq.
Industry Arbitrator

Brian T. Long
Industry Arbitrator

Richard D. Jordan
Industry Arbitrator

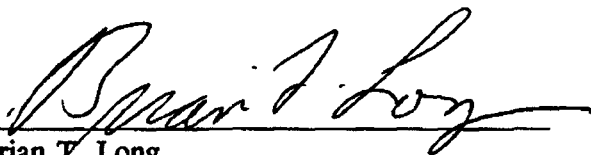
Date of Decision: June 23, 1995

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ARBITRATOR'S SIGNATURE

Paul V. Curcio, Esq.
Industry Arbitrator



Brian T. Long
Industry Arbitrator

Date of Decision: June 23, 1995

Richard D. Jordan
Industry Arbitrator

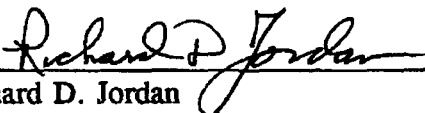
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