

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the matter of the Arbitration Between

Name of Claimant

Stanley Tobias

NASD Arbitration
94-00552

vs.

Name of Respondents

IDS Financial Services Inc.
IDS Life Insurance Co., Inc.
IDS Financial Corporation

REPRESENTATION

For Claimant: Kenneth A. Burns, Esq., Las Vegas, Nevada

For Respondents: Carol Davis Zucker, Esq., Beckley, Singleton, DeLanoy, Jemison &
List, Chtd., Las Vegas, Nevada

CASE INFORMATION

Statement of Claim filed: February 14, 1994

Claimants' Submission Agreement signed: January 24, 1994

Joint Statement of Answer filed: April 21, 1994

Respondents' Submission Agreements signed on:

March 10, 1994 - IDS Financial Services
March 10, 1994 - IDS Financial Corp.
March 18, 1994 - IDS Life Insurance Co.

HEARING INFORMATION

Prehearing telephone conferences were held as follows:

December 20, 1994 - 1 session
January 9, 1995 - 1 session

The evidentiary hearing was held in Las Vegas, Nevada, as follows:

March 27, 1995	-	2 sessions
March 28, 1995	-	2 sessions
March 29, 1995	-	2 sessions
March 31, 1995	-	1 session
August 22, 1995	-	2 sessions

CASE SUMMARY

Claimant alleged wrongful termination; intentional infliction of emotional distress, defamation, harassment; and other benefits arising from his termination of employment in 1991.

Respondents denied the allegations of the claim, and asserted that Claimant was terminated for failure to accept the supervision of IDS.

RELIEF REQUESTED

Claimant requested damages of \$300,000 for lost commissions, lost retirement benefits, lost company stock, and deferred compensation; \$750,000 for harassment, emotional distress and defamation; \$250,000 for lost opportunities; and \$250,000 for loss and charge back of commissions.

Respondents requested dismissal of all claims.

OTHER ISSUES CONSIDERED & DECIDED

This claim was originally filed in the District Court, Clark County, Nevada, Case #A315885, on January 29, 1993, and was removed to United States District Court, District of Nevada, Case #CV-S-93-155-LDG (LRL), on February 26, 1993. The claim was compelled to arbitration by Order of Lloyd D. George, Chief United States District Judge, on August 24, 1993.

The parties have agreed that the Award in this matter maybe 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 originals remain on file with the NASD.

In an interim ruling, the panel ruled that Respondents have no liability on the issues of defamation and intentional infliction of emotional distress.

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 are jointly and severally liable for and shall pay to Claimant the sum of \$135,000 in satisfaction of all remaining claims.

2. The parties shall each bear their respective costs, including attorney's fees.

FORUM FEE

Pursuant to Section 44 (c) of the Code of Arbitration Procedure, the NASD shall retain the \$500 non-refundable filing fee paid by Claimant, and shall refund the \$1300 hearing sessions deposit.

Forum fees are assessed to Respondents as follows:

2 pre-hearing conference @ \$300/session	\$600
9 hearing sessions @ \$1000/session	\$9000
	\$9600

Fees are payable to the NASD, Inc.

ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
M. Nelson Segel	Public
William T. White	Public
Lincoln F. Stock	Industry

Concurring Arbitrators Signatures



M. Nelson Segel

William T. White

Lincoln F. Stock

Date of Decision: _____

Date Served: 09/28/95