

AWARD

NASD REGULATION, INC., OFFICE OF DISPUTE RESOLUTION

In the matter of the Arbitration Between

Name of Claimant

L. Scott McKenry Trust

v.

Arbitration No.
95-05164

Name of Respondent

Cartwright & Walker Securities, Corp., Emmett A. Larkin Company, Inc., E. Scoville
Walker and Alex V. Gincherman

REPRESENTATION

For Claimant:	Jonathan W. Evans, Esq. Jonathan W. Evans & Associates Los Angeles, California
For Respondent Emmett A. Larkin Company, Inc.:	Melvin L. Peterson Emmett A. Larkin Company, Inc. San Francisco, California
For Respondent Alex V. Gincherman:	Alex V. Gincherman In pro per Brooklyn, New York

CASE INFORMATION

Statement of Claim filed:	February 14, 1995
Claimant's Submission Agreement signed:	February 9, 1995
Statement of Answer filed by Respondent Emmett A. Larkin Company, Inc.:	February 15, 1996
Respondent Emmett A. Larkin Company, Inc. Submission Agreement signed:	February 7, 1996
Statement of Answer filed by Respondent Alex V. Gincherman:	April 18, 1996

HEARING INFORMATION

Pre-Hearing Conference Dates/Sessions: March 24, 1997 (1 session)
Hearing Dates/Sessions: March 3, 1998 (1 session)
Hearing Location: Los Angeles, California

CASE SUMMARY

Claimant alleged that Respondents committed fraud and breach of fiduciary duty in connection with the recommendation of unsuitable investments to Claimant.

Respondents denied Claimant's Statement of Claim in its entirety.

RELIEF REQUESTED

Claimant sought \$44,054.25 in compensatory damages, pre-judgment interest at the legal rate, disgorgement of all commissions, punitive damages and costs of suit.

Respondents sought dismissal of Claimant's Statement of Claim in its entirety, travel expense, legal fees and costs.

OTHER ISSUES CONSIDERED AND DECIDED

The parties have agreed that the Award in this matter may be executed in either 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 remains on file with the NASD Regulation, Inc., Office of Dispute Resolution.

During the arbitration, Claimant notified the arbitration panel that a settlement had been reached with Respondents Emmett A. Larkin Co., Inc. and Alex Gincherman. Therefore, these Respondents were dismissed with prejudice by Claimant.

The Arbitration Panel, having ruled that proper service had been made against Respondents Cartwright & Walker Securities Corp. and E. Scoville Walker, allowed Claimant to proceed against them even though Respondents Cartwright & Walker Securities Corp. and E. Scoville Walker made no appearance at the arbitration.

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 Cartwright & Walker Securities Corporation and E. Scoville Walker (jointly and severally) are liable to and shall pay Claimant the sum of \$34,120.25 in compensatory damages.
2. Respondents Cartwright & Walker Securities Corporation and E. Scoville Walker (jointly and severally) are liable to and shall pay Claimant the sum of \$10,236.07 in interest.
3. Claimant's request for punitive damages is denied.
4. Each party shall bear its/his own costs including attorney's fees.

FORUM FEES

Pursuant to Rule 10332(c) of the Code of Arbitration Procedure, the following forum fees are assessed against Respondents Cartwright & Walker Securities Corporation and E. Scoville Walker (jointly and severally):

One (1) Full Panel Pre-Hearing Conference @ \$400.00/Session	= \$400.00
<u>One (1) Hearing Session @ \$400.00/Session</u>	<u>= \$400.00</u>
Total Forum Fees Assessed	= \$800.00

Respondents Cartwright & Walker Securities Corporation and E. Scoville Walker's (jointly and severally) Balance Due	= \$800.00
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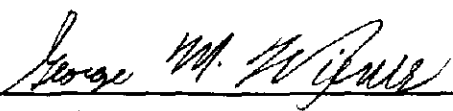
Claimant's Hearing Session Deposit of \$400.00 shall be refunded by NASD Regulation, Inc.

Fees are payable to NASD Regulation, Inc.

ARBITRATORS

<u>Name.....</u>	<u>Arbitrators</u>
George M. Wiener, Esq.	Public Arbitrator
Ralph Singman, Esq.	Public Arbitrator
Alan D. Shifman, Esq.	Industry Arbitrator

Concurring Arbitrators' Signatures



George M. Wiener, Esq.

Ralph Singman, Esq.

Alan D. Shifman, Esq.

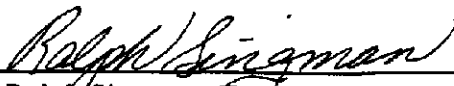
Date of Service: 4/2/98

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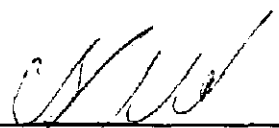
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