

**Award**  
**NASD Regulation, Inc.**

---

In the Matter of the Arbitration Between

Name of Claimant

May Davis Group, Inc.

Case No. 99-01019

Name of Respondent

Dick J. Bontatibus

---

**REPRESENTATION OF PARTIES**

For Claimant May Davis Group, Inc. ("MDG") hereinafter referred to as "Claimant": Adam L. Goldberg, Esq. of May Davis Group Inc, New York, New York.

For Respondent Dick J. Bontatibus, hereinafter referred to as "Respondent": Stephen A. Mendelsohn, Esq. of Rutherford, Mulhall and Wargo, P.A., Boca Raton, Florida.

**CASE INFORMATION**

Statement of Claim filed on: February 28, 1999.

Claimant's Uniform Submission Agreement signed on: April 21, 1999 by Owen May on behalf of the firm.

Statement of Answer and Counterclaim filed by Respondent on: June 14, 1999.

Respondent signed the Uniform Submission Agreement on: February 2, 2000.

**CASE SUMMARY**

Claimant alleged the following: Respondent authorized it to purchase 20,000 shares of Apollo International Dell, Inc. ("AIOD") warrants for him. Respondent promised Claimant to transfer his Investacorp. account, which included Quintel Entertainment, Inc. ("Quintel") and Unisys, Corp. ("Unisys") stock, to MDG. Respondent promised to pay for the purchase of the AIOD warrants with the proceeds of the sale of his Quintel stock and a portion of his Unisys stock once they had been transferred to MDG from Investacorp. Further, Respondent reneged on his promise to transfer the stock in his Investacorp account once he learned that the AIOD warrants had dropped in value. Claimant had to sell the AIOD warrants for Respondent, along with portions of his Quintel and Unisys stock to cover the loss created by Respondent's failure to pay for the purchase of the AIOD warrants.

Respondent alleged that he did not authorize MDG's purchase of any AIOD warrants; that he did not authorize the March, 1998 trades of AIOD, Quintel and Unisys stock; that he notified Claimant that he had cancelled the transfer of his Investacorp account before the March, 1998 trades in his account; and, that he did not cause the AIOD, Quintel and Unisys losses nor is he responsible to pay Claimant any damages.

Respondent further asserted a counterclaim in the amount of \$23,750.00 for AIOD warrants in the account in February, 1998 and alleged that once Claimant placed the AIOD warrants in his account, it should have honored his request to close his MDG account and to transfer his AIOD position to Investacorp.

In response to the counterclaim Claimant denied that Respondent requested that it transfer his account to Investacorp. and denied that Respondent is entitle to recover any monies.

### **RELIEF REQUESTED**

Claimant requested compensatory damages in the amount of \$15,866.82, interest, attorneys' fees, punitive damages, subpoena and witness fees plus travel and miscellaneous costs.

Respondent requested that the Statement of Claim be dismissed in its entirety and that he be granted relief on his counterclaim in the amount of \$23,750.00.

### **AWARD**

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions (if any), the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent is found liable and shall pay to Claimant the sum of \$13,872.80 plus pre-judgment interest at the rate of 10% per annum from March 9, 1998 to the date of payment of the Award.
2. Claimant's request for punitive damages is hereby denied.
3. Respondent's Counterclaim is hereby denied.
4. Any other claims for relief not specifically addressed herein are denied.

### **FEES**

Pursuant to the Code, the following fees are assessed:

### **Filing Fees**

NASD Regulation, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$500.00
Counterclaim filing fee	= \$ 75.00

### **Member Fees**

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter, the member firm is a party.

Member surcharge	= \$ 600.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$1,000.00

### **Forum Fees and Assessments**

The Arbitrator assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) Pre-hearing sessions with a sole arbitrator x \$300.00 = \$600.00

Pre-hearing conference dates:	September 29, 1999	1 session
	December 1, 1999	1 session

Two (2) Hearing sessions x \$300.00 = \$600.00

Hearing date:	February 2, 2000	2 sessions
---------------	------------------	------------

Total Forum Fees	= \$1,200.00
------------------	--------------

The Arbitrator has assessed the total forum fees of \$1,200.00 to Respondent.

### **Fee Summary**

Claimant be and hereby is solely liable for:

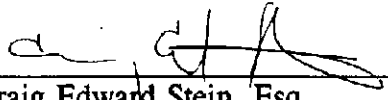
Initial Filing Fee	= \$ 500.00
Member Fees	= \$2,200.00
Total Fees	= \$2,700.00
Less payments	= \$2,700.00
Balance Due NASD Regulation, Inc.	= \$ 0.00

Respondent is solely liable for:

Counterclaim Filing Fee	= \$ 75.00
Forum Fees	= \$1,200.00
Total Fees	= \$1,275.00
Less payments	= \$ 500.00
Balance Due NASD Regulation, Inc.	= \$ 775.00

All balances are due and payable to NASD Regulation, Inc.

**Concurring Arbitrator's Signature**

  
\_\_\_\_\_  
Craig Edward Stein, Esq.  
Sole Public Arbitrator

4/6/00  
\_\_\_\_\_  
Signature Date

April 6, 2000  
\_\_\_\_\_  
Date of Service (For NASD office use only)