

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Rodney Meere, (Claimant) vs. Bear Stearns & Co., Inc., (Respondent)

Case Number: 99-01489

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Rodney Meere, hereinafter referred to as "Claimant": Dan A. Druz, Esq., a sole practitioner, Manasquan, NJ.

Respondent, Bear Stearns & Co., Inc., hereinafter referred to as "Respondent": Harold J. Ruvoldt, Esq., Edwards & Angell, LLP, New York, NY. Mr. Ruvoldt was previously with the law firms of Fischbein Badillo Wagner Harding and Wolf, Block, Schorr and Solis-Cohen LLP during the life of this case.

CASE INFORMATION

Statement of Claim filed on or about: March 25, 1999.

Claimant signed the Uniform Submission Agreement: February 27, 1999.

Statement of Answer filed by Respondent on or about: June 30, 1999.

Respondent signed the Uniform Submission Agreement: June 29, 1999.

CASE SUMMARY

Claimant asserted the following causes of action: breach of contract; breach of fiduciary duty; negligence; fraud and deceit; violations of state and federal securities law; racketeering under the RICO statute; unauthorized trades; churning; misrepresentations and omissions; unsuitability; false predictions regarding future performance; failure to supervise; and violations of the rules and regulations of the NASD and New York Stock Exchange. Claimant's claim involved unspecified financial products.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted the following defenses: the allegations of the Statement of Claim fail to state a claim against Respondent; Claimant has failed to name a necessary party; Claimant's failure to investigate A.R. Baron & Co., Inc. (Baron)'s regulatory or disciplinary history were a competent producing cause of the matters complained of; Claimant failed to follow the terms of his Customer Agreement, which required Claimant to notify Respondent in writing of any objections to the transactions in his accounts; under the terms of the Customer Agreement, Claimant is precluded from making a claim against Respondent for alleged losses in his Baron account; after receiving account statements and confirmations, Claimant failed to notify Respondent of any alleged unauthorized transaction; New York Uniform Commercial Code Section 8-319 precludes any recovery by Claimant because Claimant failed to timely object to any transactions in his accounts; Respondent has no duty to Claimant and therefore the Statement of Claim should be dismissed; Claimant's own conduct caused the losses of which he complains; Claimant is barred by the statute of limitations from asserting any claim against Respondent; Claimant has waived any basis for a claim against Respondent and is estopped from the assertion thereof by virtue of his conduct; Claimant failed to plead any alleged claims of fraud with particularity; Claimant failed to plead any alleged "RICO" claim with particularity; Claimant failed to plead any predicate acts or plead the elements of any predicate acts with particularity; and Claimant is precluded from alleging claims against Respondent for any alleged actions that occurred or arose prior to June 1995, when Respondent and Baron entered into a clearing agreement.

RELIEF REQUESTED

Claimant requested:

- a. Compensatory damages in the amount of \$500,000.00;
- b. Treble damages in the amount of \$1,500,000.00;
- c. Attorneys' and expert's fees;
- d. Punitive damages; and
- e. All costs of prosecuting this proceeding against Respondent.

Respondent requested dismissal of the claims against it, together with such other, further, and different relief as the Panel may deem just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

Claimant did not appear at all of the hearings in this matter, but his attorney was always present. Upon review of the file, the undersigned arbitrators (the "Panel") determined that Claimant received due notice of the hearings, and that arbitration of the matter would proceed without Claimant present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

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.

AWARD

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

1. Claimant's claims are hereby dismissed in their entirety.
2. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 500.00
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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, Bear Stearns & Co., Inc. are parties.

Member surcharge	= \$ 2,500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$ 4,500.00

Adjournment Fees

Adjournments requested during these proceedings:

Feb. 27, 2002, adjournment by Respondent	= \$ 1,200.00
June 24, 25 & 26, 2002, adjournment by Respondent	= \$ 1,500.00
Sept. 18 & 19, 2002, adjournment by Respondent	= WAIVED

Forum Fees and Assessments

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

Four (4) Pre-hearing sessions with a single arbitrator x \$450.00 = \$ 1,800.00

Pre-hearing conferences:	October 30, 2000	1 session
	June 25, 2001	1 session
	March 12, 2003	2 sessions

Six (6) Pre-hearing sessions with Panel x \$1,200.00 = \$ 7,200.00

Pre-hearing conferences:	August 25, 2000	1 session
	March 6, 2001	1 session
	October 15, 2001	1 session
	February 13, 2002	1 session
	July 12, 2002	1 session
	October 22, 2002	1 session

Eighteen (18) Hearing sessions x \$1,200.00 = \$21,600.00

Hearing Dates:	March 13, 2001	2 sessions
	March 15, 2001	1 session
	September 5, 2001	2 sessions
	September 7, 2001	2 sessions
	September 10, 2001	2 sessions
	February 26, 2002	2 sessions
	February 28, 2002	2 sessions
	March 4, 2002	2 sessions
	March 5, 2002	1 session
	March 13, 2003	2 sessions

Total Forum Fees = \$30,600.00

The Panel has assessed all of the forum fees against Respondent.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services including, but not limited to, additional copies of arbitrator awards beyond those provided without charge, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

1. Claimant, requested tapes, \$120.00.
2. Respondent, requested tapes, \$240.00.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 500.00
<u>Administrative Costs</u>	= \$ 120.00
Total Fees	= \$ 620.00
<u>Less payments</u>	= \$ 1,860.00
Refund Due Claimant	= \$ 1,240.00

2. Respondent is solely liable for:

Member Fees	= \$ 7,600.00
Adjournment Fee	= \$ 2,700.00
Forum Fees	= \$30,600.00
<u>Administrative Costs</u>	= \$ 240.00
Total Fees	= \$41,140.00
<u>Less payments</u>	= \$12,940.00
Balance Due NASD Dispute Resolution	= \$28,200.00

All balances are payable to NASD Dispute Resolution, and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Alexandra L. Dunaif	-	Public Arbitrator, Presiding Chair
Barry Feiden	-	Public Arbitrator
Vicki R. Lawrence	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



Alexandra L. Dunaif
Public Arbitrator, Presiding Chair



Signature Date

Barry Feiden
Public Arbitrator

Signature Date

Vicki R. Lawrence
Non-Public Arbitrator

Signature Date

April 16, 2003

Date of Service (For NASD Dispute Resolution use only)

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Signature Date


Barry Feiden
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Alexandra L. Dunaif
Public Arbitrator, Presiding Chair

Signature Date

Barry Feiden
Public Arbitrator

Signature Date

Vicki R. Lawrence

Vicki R. Lawrence
Non-Public Arbitrator

April 4, 03

Signature Date

April 16, 2003

Date of Service (For NASD Dispute Resolution use only)