

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between

Name of Claimant

DeAnn P. Thornhill

Case No. 99-03209

Names of Respondents

Delta Asset Management Company, L.L.C.
Robert McCarter

REPRESENTATION OF PARTIES

DeAnn P. Thornhill, hereinafter referred to as "Claimant", appeared pro se.

For Delta Asset Management Company, L.L.C. ("Delta") and Robert McCarter ("McCarter"), hereinafter referred to as "Respondents": Christopher G. Lazarini, Esq. of the law firm of Tate, Lazarini & Beall, P.L.C., Memphis, Tennessee.

CASE INFORMATION

Statement of Claim filed on or about: July 13, 1999.

Claimant signed the Uniform Submission Agreement on: November 1, 1999.

Statement of Answer filed by Respondents on or about: February 8, 2000.

Respondents signed Uniform Submission Agreements on: January 12, 2000.

CASE SUMMARY

Claimant asserted the following causes of action: 1) unauthorized trading; 2) unsuitability; and 3) churning. More specifically, Claimant alleged that Respondents purchased shares of stock in International Taurus without authorization.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted the following defenses: 1) the transactions at issue were suitable for Claimant; 2) Claimant failed to state a claim upon which relief may be granted; 3) Claimant assumed the risks of her investments; 4) Claimant approved, authorized, ratified, and acquiesced to the conduct of Respondents; 5) Claimant's losses, if any, were caused by her own contributory negligence or comparative negligence; 6) Claimant cannot establish intent to deceive; 7) Claimant failed to mitigate her damages; 8) Claimant's damages are speculative; 9) Claimant is barred from recovery for failure to timely report her complaints to Respondents; 10) Claimant is barred from recovery for failure to timely assert her claims; 11) Claimant is barred from recovery by her frequent withdrawals of funds from her

accounts; and 12) Claimant is barred from recovery by statutes of limitations.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$128,760.00 and punitive damages in the amount of \$50,000.00.

Respondents requested dismissal of the Statement of Claim, costs, attorneys' fees, and expungement of all references to this proceeding from the disciplinary records of Respondent McCarter.

OTHER ISSUES CONSIDERED AND DECIDED

On or about May 17, 2000, the parties entered into a settlement agreement and requested the undersigned arbitrator (the "Arbitrator") to enter an agreed order of dismissal and expungement of all references to this proceeding from the disciplinary records of Respondent McCarter.

On June 30, 2000, the Arbitrator entered an order denying the request for expungement. Thereafter, the parties renewed their request for expungement and requested a pre-hearing conference with the Arbitrator.

On August 17, 2000, the Arbitrator held a telephonic pre-hearing conference with the parties. The Arbitrator adjourned the telephonic pre-hearing conference without making a determination on the renewed request for expungement and with the understanding, among the parties, that a further meeting by telephone would be held based upon the additional information requested by the Arbitrator. At the conclusion of the pre-hearing conference, Respondents' counsel, Christopher G. Lazarini, indicated that the request for expungement would be withdrawn. Thereafter, on August 17, 2000, the parties withdrew their request for expungement.

On August 18, 2000, the Arbitrator entered an order dismissing the arbitration case with prejudice.

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 settlement agreement entered into by the parties and the withdrawal of the request for expungement, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. This arbitration case is dismissed with prejudice.

2. All costs including attorneys' fees are to be borne by their respective parties.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee = \$300.00

Member Fees

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

Member surcharge = \$1,500.00

Pre-hearing process fee = \$ 600.00

Adjournment Fees

Adjournments requested during these proceedings:

There were no adjournments requested during these proceedings.

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:

One (1) Pre-hearing session with a single arbitrator x \$450.00 = \$450.00

Pre-hearing conference: August 17, 2000 1 session

Total Forum Fees = \$450.00

The Arbitrator has assessed the total forum fees of \$450.00 jointly and severally to Respondents.

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.

No administrative costs were incurred during these proceedings.

Fee Summary

Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$300.00
Total Fees	= \$300.00
<u>Less payments</u>	<u>= \$300.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$0.00

Respondent Delta be and hereby is solely liable for:

Member Fees	= \$2,100.00
Total Fees	= \$2,100.00
<u>Less payments</u>	<u>= \$1,500.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$600.00

Respondents be and hereby are jointly and severally liable for:

Forum Fees	= \$450.00
Total Fees	= \$450.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$450.00

All balances are due and payable to NASD Dispute Resolution, Inc.

Arbitrator's Signature

/s/

William H. Malloy, Jr. Esq.
Public Arbitrator

Signature Date

August 29, 2000

Date of Service (For NASD-DR office use only)

Fee Summary

Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$300.00
Total Fees	= \$300.00
<u>Less payments</u>	<u>= \$300.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$0.00

Respondent Delta be and hereby is solely liable for:

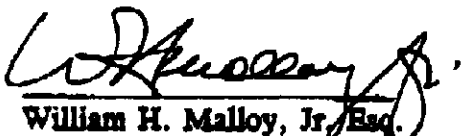
Member Fees	= \$2,100.00
Total Fees	= \$2,100.00
<u>Less payments</u>	<u>= \$1,500.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$600.00

Respondents be and hereby are jointly and severally liable for:

Forum Fees	= \$450.00
Total Fees	= \$450.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$450.00

All balances are due and payable to NASD Dispute Resolution, Inc.

Arbitrator's Signature


William H. Malloy, Jr., Esq.
Public Arbitrator

August 28, 2000
Signature Date

Date of Service (For NASD-DR office use only)