

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Dana Shibley, Claimant vs. Charles Schwab & Co., Inc. and Excite, Inc., Respondents.

Case Number: 99-03274

Hearing Site: San Francisco, California

REPRESENTATION OF PARTIES

Claimant, Dana Shibley, hereinafter referred to as "Claimant": Thomas G. Best, Esq., San Francisco, California

Respondent, Charles Schwab & Co., Inc. ("Schwab"): Gregory M. Scanlon, Esq., Charles Schwab & Co., Inc., San Francisco, California

Respondent, Excite, Inc., ("Excite"): Daniel H. Bookin, Esq., O'Melveny & Myers LLP, San Francisco, California

CASE INFORMATION

Statement of Claim filed on or about: July 14, 1999

Claimant's Arbitration Brief filed on or about: December 29, 2000

Claimant's Post-Arbitration Brief filed on or about: January 22, 2001

Claimant, Dana Shibley, signed the Uniform Submission Agreement: June 23, 1999

Statement of Answer and Cross-Claim filed by Respondent, Schwab, on or about: October 1, 1999

Cross-Respondent Schwab's Statement of Answer to Excite's Cross-Claim filed on or about: January 24, 2000

Respondent Schwab's Post-Hearing Brief filed on or about: February 1, 2001

Respondent, Schwab, signed the Uniform Submission Agreement: September 22, 1999

Statement of Answer and Cross-Claim filed by Respondent, Excite, on or about: November 22, 1999

Respondent Excite's Post-Hearing Arbitration Brief filed on or about: February 1, 2001

Respondent, Excite, signed the Uniform Submission Agreement: November 19, 1999

CASE SUMMARY

Claimant alleged the following claims with respect to investments in Excite Incorporated: 1) Violation of NASD Rules; 2) Violation of State Securities Laws; 3) Negligence; 4) Breach of Fiduciary Duty; and 5) Breach of Contract.

Respondent Schwab denied Claimant's allegations of wrongdoing and denied any liability to Claimant. Schwab asserted a Cross-Claim against Respondent Excite for indemnity and contribution for any award or finding against Schwab in this matter.

Respondent Excite denied each and every allegation of wrongdoing in Claimant's Statement of Claim and in Schwab's Cross-Claim. In its Cross-claim against Schwab, Excite alleged that because Schwab violated its duties to Claimant, Schwab should be required to pay Excite for any damages Excite would otherwise be liable to pay Claimant. Excite further alleged that Schwab should also be required to pay Excite's reasonable costs and attorneys' fees incurred in defending this action.

Schwab denied Excite's allegations of wrongdoing and denied any liability to Excite.

RELIEF REQUESTED

Claimant requested:

1. Compensatory damages of no less than \$215,178.19;
2. Interest on compensatory damages from January 20, 1999 at the rate of 10%;
3. Consequential damages including lost market opportunity;
4. Reasonable attorney fees;
5. Cost of suit herein incurred;
6. Such other and further relief as the Panel may deem just and equitable.

Respondent Schwab requested:

1. Dismissal of Claimant's claims in their entirety;
2. An award for Respondent Schwab on its Cross-Claim;
3. Costs in connection with defending this action; and
4. Such other relief as provided by law.

Respondent Excite requested:

1. Dismissal of Claimant's claims in their entirety;
2. Dismissal of Schwab's Cross-Claim in its entirety;
3. An award in favor of Excite;
4. Costs and fees incurred in defending this action; and
5. Such other and further relief as the Panel deems appropriate.

Regarding Excite's Cross-Claim, Schwab requested:

1. Dismissal of Excite's Cross-Claim in its entirety;
2. An award for Schwab on its Cross-Claim against Excite;
3. Costs in connection with defending this Cross-Claim; and
4. Such other relief as provided by law.

OTHER ISSUES CONSIDERED AND DECIDED

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, and the post-hearing submissions, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. All claims by Claimant Shibley are dismissed.
2. All claims by Respondent Schwab are dismissed.
3. All claims by Respondent Excite are dismissed.
4. The parties shall each bear their respective costs including attorney's fees.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee	= \$300.00
Schwab's Cross-Claim filing fee	= \$500.00
Excite's Cross-Claim filing fee	= \$250.00

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
Hearing process fee	= \$2,500.00

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 arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with Panel x \$1,000.00	= \$1,000.00
Pre-hearing conference: September 20, 2000	1 session
Four (4) Hearing sessions x \$1,000.00	= \$4,000.00
Hearing Dates: January 10, 2001	2 sessions
January 11, 2001	2 sessions
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Total Forum Fees	= \$5,000.00

1. The Panel has assessed the \$5,000.00 in forum fees to Respondent Excite.

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. The parties did not incur administrative costs.

Fee Summary

1. Claimant, Shibley, is solely liable for:

Initial Filing Fee	= \$ 300.00
<u>Administrative Costs</u>	= \$ 0.00
Total Fees	= \$ 300.00
<u>Less payments</u>	= \$1,425.00
Balance (Refund)	= \$1,125.00

2. Respondent, Schwab, is solely liable for:

Cross-Claim Filing Fee	= \$ 500.00
Member Fees	= \$4,600.00
<u>Administrative Costs</u>	= \$ 0.00
Total Fees	= \$5,100.00
<u>Less payments</u>	= \$6,100.00
Balance (Refund)	= \$1,000.00

3. Respondent, Excite, is solely liable for:

Cross-Claim Filing Fee	= \$ 250.00
Forum Fees	= \$5,000.00
<u>Administrative Costs</u>	= \$ 0.00
Total Fees	= \$5,250.00
<u>Less payments</u>	= \$1,250.00
Balance Due NASD-DR	= \$4,000.00

NASD Dispute Resolution, Inc.
Arbitration No. 99-03274
Award Page 5 of 5

All balances are due to NASD Dispute Resolution, Inc. and are payable within 30 days of the service date of this Award.

Concurring Arbitrators' Signatures



John T. Collentine
Public Arbitrator, Presiding Chair

2-19-01
Signature Date

Arthur E. Pufford
Public Arbitrator

Signature Date

Bryan W. Brown
Industry Arbitrator

Signature Date

Date Served:

FEB 22 2001

Date of Service (For NASD office use only)

NASD Dispute Resolution, Inc.

Arbitration No. 99-03274

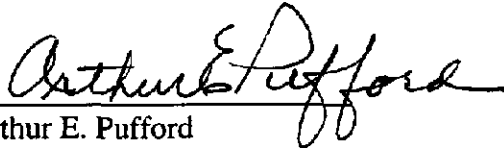
Award Page 5 of 5

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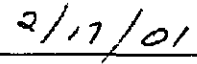
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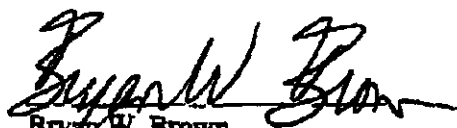
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