

FINRA DISPUTE RESOLUTION

In the Matter of the Arbitration Between:

RALPH R. ABRAHAMSON,

Claimant,

v.

**WESTERN INTERNATIONAL SECURITIES,
INC.,
JASON BO BECKMAN, and
DONALD M. BIZUB,**

Respondents.

Case No. _____

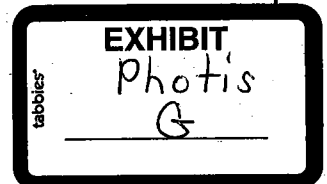
STATEMENT OF CLAIM

Claimant Ralph R. Abrahamson sets forth the following Statement of Claim against the above named Respondents.

Parties

1. Claimant Ralph R. Abrahamson is a married individual residing in Brooklyn Center, Minnesota at all relevant times herein.
2. Respondent Western International Securities, Inc. (hereafter "WIS") is a Colorado Corporation with its principal place of business located in Pasadena, California. WIS is a registered broker-dealer and a member of FINRA.
3. Respondent Jason Bo Beckman (hereafter "Beckman") was a FINRA registered representative of WIS between March, 2008 and May, 2009 in WIS's Minneapolis, Minnesota branch office.
4. Respondent Donald M. Bizub is a FINRA registered representative of WIS and control person of WIS and Mr. Beckman. Mr. Bizub has been the CEO of WIS since 1999. As the CEO, Mr. Bizub controlled and supervised all aspects of the firm, including compliance with industry rules, regulations, and laws. Mr. Bizub may sometimes hereafter be referred to generally as a "control person."

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Facts

1. Ralph Abrahamson is currently 60 years old and living in Brooklyn Center, Minnesota with his wife, Mary Abrahamson. The Abrahamsons have been married for 38 years and they have one 32 year old son.

2. Ralph Abrahamson worked for Panasonic for 26 years until he lost his job due to downsizing in March, 2008. At Panasonic, Mr. Abrahamson worked in sales of telephone systems. He previously had attended college for three years pursuing a major in physical therapy. Mr. Abrahamson is not a sophisticated investor and has no education or training in finance or investments.

3. At the time he lost his job, Mr. Abrahamson had a 401k and pension with Panasonic worth approximately \$750,000.00. Other than these retirement savings, the Abrahamsons' only other major asset was their house which still has a \$133,000 mortgage and a small pension for Mrs. Abrahamson worth approximately \$47,000. Mrs. Abrahamson works in an administrative capacity for Minneapolis Public Housing. The Abrahamsons had always put as much money as they could in Mr. Abrahamson's 401k in the hope that they could live comfortably in retirement. They did not have any other brokerage accounts.

4. At the time Mr. Abrahamson lost his job due to downsizing, he was 58 years old and his plan was to try and find a new job so that he could work until he was 62, and then fully retire and live off of his retirement and social security. He therefore began looking for a financial advisor to safely manage the \$750,000 in his 401k and pension.

5. Because Mr. Abrahamson did not currently have a financial advisor, he began using the internet to look for one and found a website (paladinregistry.com) which purportedly matched customers with local highly rated advisors. Paladin provided several local advisors to Mr. Abrahamson, including Oxford Private Client Group.

6. Oxford Private Client Group (hereafter "OPCG") is not a FINRA member, and upon information and belief it was used as a trade name for Bo Beckman's WIS office in Minneapolis. Bo Beckman, and his associate at OPCG, Eric Erickson, were both FINRA registered representatives of WIS, and WIS bore the accompanying duties to supervise them and their office.

7. As shown by the attached sales literature (Exhibit 1), Bo Beckman was described as the Founder and Senior Portfolio Manager of OPCG, and Eric Erickson was described as the Chief Operating Officer. Exhibit 1 further notes on the last page: "Securities offered through Western International Securities Inc. Member FINRA/SIPC."

8. Mr. Abrahamson subsequently met with representatives of OPCG (Bo Beckman, Gene Walden, and Adam Edenborg) on several occasions in April, 2008. During these

meetings, Mr. Beckman and others touted Mr. Beckman's alleged ranking in the top 1% of Large Cap portfolio managers nationwide and claimed that they managed over a billion dollars in assets. See attached Exhibit 1. (Claimant does not know at this time whether these claims were or were not true). The sales literature further emphasized the alleged safety of OPCG's investment strategy: "We would rather our clients fired us for not making them enough rather than losing them too much." Exhibit 1, p. 8.

9. When meeting with Beckman and his associates, Mr. Abrahamson explained his work situation and need for retirement income from his savings in three years. He further emphasized that his retirement savings from his 401k and pension were all of his retirement savings, and he and his wife could not afford to lose it. Beckman and his associates recommended opening an IRA account with WIS and granting him full discretion over the account. He further advised that since the stock market was declining, he recommended keeping the funds temporarily in a currency trading program which he ran in the short term, and then he could transfer the monies back and forth to/from the WIS account when he felt it was appropriate. Mr. Beckman explained that there was no charge to transfer the monies between accounts.

10. The currency trading program recommended by Beckman allegedly involved trading of currencies of G5 countries. When Mr. Abrahamson asked about the downside of such investing (which he had no experience with), he was told that money could only be lost if a G5 country went bankrupt which was highly unlikely and the countries would not allow that to happen. According to Beckman and his associates, the program would make approximately 11 ½ % annually, but after fees Mr. Abraham would make 10% annually. (The statements which were ultimately received claimed income from 10.5% - 10.65%).

11. Pursuant to Mr. Beckman's recommendations, Mr. Abrahamson set up a WIS account and a Millenium Trust account for the monies (Millenium Trust is a self-directed IRA company). Attached as Exhibit 2 is a letter from Mr. Edenborg (who is described as an "assistant") with the WIS paperwork attached. This paperwork included a "Client Agreement" with WIS, and agreements with WIS's clearing firm, Bear Stearns. The Agreements included a Limited Trading Authorization appointing Mr. Beckman as Mr. Abrahamson's attorney in fact and agent. This discretionary trading authority contains Mr. Beckman's signature and a reference above to his "Member Firm name" as "Western Int'l Securities/Oxford."

12. The cover letter to Exhibit 2, dated April 24, 2008, also references the holding of the Millennium Trust paperwork "until the check arrives." At the bottom of the letter, reference is made to Securities being offered through "NRP Financial Corp." This apparently was Mr. Beckman's previous FINRA firm which he had left the previous month, March, 2008. Mr. Beckman's FINRA Brokercheck report also shows his registration with WIS began in March, 2008. Beckman's use of stationary with his previous firm name evidences WIS's failure to properly supervise correspondence being sent from the firm, as is standard in the

industry. Furthermore, references to "Millenium paperwork" should have raised a red flag to WIS Compliance regarding Beckman's investing of client funds in investments that must be held in separate "self-directed" IRA accounts rather than accounts through WIS's clearing firm, Bear Stearns.

13. Attached as Exhibit 3 is a letter from WIS confirming the information for Mr. Abrahamson's IRA account with WIS. It references the local WIS office at 1900 Lasalle Ave., Minneapolis, MN, the same office as OPCG.

14. Pursuant to Mr. Beckman's recommendation and guidance, Mr. Abrahamson transferred \$496,580.10 from his 401k with Fidelity and \$251,844.46 from his Pension to Millenium Trust. See checks attached as Exhibits 4 and 5. Thereafter, the monies were allegedly invested in the currency trading program.

15. Attached as Exhibits 6 and 7 are various documents given to the Abrahamsons regarding the alleged currency investments. The first page is a "Subscription Form" for a "Fully Hedged Note" which references "Protected Capital Level" as "100%" and Collateral as "100%." This document and the statements attached as Exhibit 7 are purportedly from "Oxford Global Advisors." The Oxford Global Advisors statements specifically refer to Mr. Beckman: "Please Contact Bo Beckman or Chris Pettengill With Questions." The Abrahamsons were led to believe that Beckman was managing their money in the currency trading program, and they were never told that anyone else had control over their money.

16. In June, 2008, the self-directed IRA custodian was changed from Millenium to Entrust for unknown reasons.

17. Over approximately the next year period Mr. Abrahamson was led to believe by Beckman and others at OPCG that the currency trading program was legitimate and making the promised returns.

18. Although Mr. Abrahamson was able to find a new job in August, 2008, he only ended up working there for 6 months. He therefore had to access his retirement funds for living expenses. He met with Edenberg and Walden at the OPCG/WIS office in Minneapolis, and requested and received a \$21,000.00 withdrawal from his funds. (Monies were withheld from the withdrawal since it was considered an early IRA withdrawal).

19. Shortly after, in July, 2009, the Minneapolis Star Tribune began to publish articles referencing problems with Oxford Global, and referencing lawsuits being filed by customers who couldn't recover their money. Mr. Abrahamson immediately got in contact with Mr. Beckman who recommended, for "peace of mind," that Mr. Abrahamson may want to move his monies to another investment. One of Mr. Beckman's employees, Mr. Walden, further led Mr. Abrahamson to believe that the reported problems related to a former Oxford employee, Trevor Cook, and had nothing to do with the currency trading program in which Mr.

Abrahamson's funds were invested. (Mr. Abrahamson had been led to believe that Beckman was managing the monies in the currency trading program.)

20. Mr. Abrahamson met with Bo Beckman on July 13, 2009 and Mr. Beckman had him fill out a withdrawal form through Crown Forex (an entity which allegedly was holding the funds) for the entire investment. Mr. Beckman stated that the monies would be moved to a cash account with Entrust in 5-10 days, but this never occurred. Mr. Abrahamson later met with an attorney for Beckman (Andrew Luger) who advised that they were unsure where Mr. Abrahamson's money was.

21. Trevor Cook has subsequently been criminally charged and sentenced regarding his operation of a 158 million dollar ponzi scheme related to Oxford Global. Mr. Cook plead guilty to mail fraud and tax evasion in relation to the ponzi scheme, and was sentenced in August, 2010 to 25 years in jail. See attached Exhibit 8. The SEC has also charged Cook and several Oxford Global companies with securities fraud.

22. The full extent of Beckman's involvement with Cook and the ponzi scheme is still unclear at this time, but it is clear that Mr. Abrahamson's savings have been lost at the hands of Beckman. Federal and SEC investigations are ongoing, and Claimant reserves the right to supplement his claims with more details regarding Mr. Beckman's involvement with the ponzi scheme.

23. What is clear is that Mr. Beckman knew or should have known that he was investing Mr. Abrahamson's life savings in a highly risky ponzi scheme, and WIS utterly failed in its responsibility to supervise Mr. Beckman and prevent a scenario such as this from occurring. Furthermore Beckman and WIS completely misrepresented the safety of the unsuitable investments they recommended, and they failed to do proper due diligence on the investments.

24. The Abrahamsons' life savings of \$727,424.56 have been lost due to the actions and inaction of the Respondents, and the Abrahamsons are currently barely getting by week to week on the money Mr. Abrahamson can make with his most recent job as a car salesman. Their retirement future is bleak with nothing to show for a lifetime of work.

25. The investments sold by Mr. Beckman and WIS were upon information and belief unregistered securities under Minnesota and federal law and thus their sale by Mr. Beckman and WIS violated the Minnesota Securities Act.

26. WIS and the control person are jointly and severally liable for all wrongful acts of Mr. Beckman due to their control over said registered representative, their failure to properly supervise said registered representative, their lack of good faith supervision and negligent supervision, respondeat superior, vicarious liability, "control person" liability under Minnesota and federal law, and their adoption and ratification of the wrongful acts of said

registered representative alleged herein.

Count I.

Violation of the Minnesota Securities Act, Federal Securities Fraud, Common Law Fraud, and Negligent Misrepresentation

1. The Minnesota Securities Act prohibits the sale of a security "by means of an untrue statement of a material fact or an omission to state a material fact necessary in order to make the statement made, in light of the circumstances under which it is made, not misleading," and further prohibits the sale of unregistered securities. Minn. Stat. § 80A.76(b).
2. The Act further creates liability for "A person that receives directly or indirectly any consideration for providing investment advice to another person and that employs a device, scheme, or artifice to defraud the other person or engages in an act, practice, or course of business that operates or would operate as a fraud or deceit on the other person..." Minn. Stat. § 80A.76(f).
3. The Act provides for the award of damages, interest, and reasonable attorney's fees.
4. Federal securities fraud under Section 10(b) of the Securities Exchange Act of 1934 is defined as "(1) material misstatements or omissions, (2) indicating an intent to deceive or defraud, (3) in connection with the purchase or sale of a security." Brown v. E.F. Hutton Group, Inc., 991 F.2d 1020 (2nd Cir. 1993).
5. Common law fraud similarly provides for recovery of damages resulting from false representations of material facts relied upon by the party to whom the statement is made. For common law negligent misrepresentation, one does not have to prove intent, only that a party justifiably relies to his detriment on information prepared without reasonable care by one who owed the relying party a duty of care.
6. Respondents breached their trust and violated the Minnesota Securities Act, committed fraud, securities fraud, and negligent misrepresentation by intentionally and/or recklessly and/or negligently engaging in a course of deceptive schemes, devices, misrepresentations of material fact, and omissions of material fact. Respondent WIS and its control person further breached their trust and committed securities fraud by failing to supervise and control Mr. Beckman, and by failing to redress the injury and losses the Claimant incurred, and by other conduct as alleged herein. Respondents' representations and omissions were meant to be acted upon and were acted upon by the Claimant to his detriment.
7. As a direct and proximate result of the Respondents' aforesaid conduct, securities fraud, fraud, and negligent misrepresentation, the Claimant incurred the damages set out herein together with interest, costs, and attorney fees.

**Count II.
Breach of Fiduciary Duty**

1. As set out by the 11th Circuit Court of Appeals: “[t]he law is clear that a broker owes a fiduciary duty of care and loyalty to a securities investor.” Gochnauer v. A.G. Edwards & Sons, Inc., 810 F.2d 1042, 1049 (11th Cir. 1987).

2. A stockbroker is “an agent who owes his principal a duty to act only as authorized.” Merrill Lynch v. Cheng, 901 F.2d 1124, 1128 (D.C. Cir. 1990). “As an agent, he has a duty to deal in the principal’s interest... Moreover, he has a duty to give his principal information which is relevant to affairs entrusted to him of which he has notice.” Id. The fiduciary responsibilities of a broker to his customer who has granted discretion over the account are as follows:

“(1) manage the account in a manner directly comporting with the needs and objectives of the customer as stated in the authorization papers or as apparent from the customer’s investment and trading history, (2) keep informed regarding the changes in the market which affect his customer’s interest and act responsively to protect those interests; (3) keep his customer informed as to each completed transaction; and (5) [sic] explain forthrightly the practical impact and potential risks of the course of dealing in which the broker is engaged.”

Lieb v. Merrill Lynch, Pierce, Fenner and Smith, 461 F.Supp. 951, 953 (E.D.Mich. 1978) (citations omitted).

3. At all times herein, Respondents acted in the capacity of agents and fiduciary custodians for the Claimant. This fiduciary relationship arose out of Respondents holding themselves out as registered securities agents and accepting compensation for their services, the Respondents’ superior knowledge and experience regarding securities and investments, and the representations made by Respondents to the Claimant in regard to his investments. Acting in these capacities, Respondents owed the Claimant the fiduciary duties of good faith, fair dealing, trust, and integrity in their dealing with the Claimant and in their maintenance of the investments and recommendations regarding the investments. Respondents were further bound to comply with the duties required by FINRA Rules, specifically the rules in regard to suitability, knowing one’s customer, and supervision. Said duties were breached by the Respondents by their action and inaction set out herein.

4. As a direct and proximate result of the Respondents’ aforesaid conduct and breaches of fiduciary duties, the Claimant incurred the damages set out herein together with interest, costs, attorney fees and loss of use of investment funds.

Count III.

**Securities Recommended and Purchased Were Unsuitable
Under Minnesota Law, Federal Law, and the NASD/FINRA Conduct Rules**

1. An unsuitability claim is a subset of 10(b) securities fraud (referenced above) with the following elements to be proved:

“(1) that the securities purchased were unsuited to the buyer’s needs; (2) that the defendant knew or reasonably believed the securities were unsuited to the buyer’s needs; (3) that the defendant recommended or purchased the unsuitable securities for the buyer anyway; (4) that, with scienter, the defendant made material misrepresentations (or, owing a duty to the buyer, failed to disclose material information) relating to the suitability of the securities; and (5) that the buyer justifiably relied to its detriment on the defendant’s fraudulent conduct.”

Banca Cremi, S.A. v. Alex. Brown & Sons, Inc. 132 F.3d 1017, 1032 (4th Cir. 1997). “For Rule 10(b)(5) purposes, scienter includes recklessness.” Breard v. Sachnoff & Weaver, Ltd., 941 F.2d 142, 144 (2nd Cir. 1991).

2. FINRA Conduct Rule 2310 requires that FINRA members “shall make reasonable efforts to obtain information concerning: (1) the customer’s financial status; (2) the customer’s tax status; (3) the customer’s investment objectives; and (4) such other information used or considered to be reasonable by such member or registered representative in making recommendations to the customer.” This information is then to be used in making a suitability determination under Rule 2310:

“(a) In recommending to a customer the purchase, sale or exchange of any security, member shall have reasonable grounds for believing that the recommendation is suitable for such customer upon the basis of the facts, if any, disclosed by such customer as to his other security holdings and as to his financial situation and needs.”

3. Although it was not the case here, the U.S. Securities and Exchange Commission has found that even if an investor’s objective is to quickly multiply his/her money, the broker is still bound to only recommend trades suitable to the investor’s “situation.” In an appeal from a NASD disciplinary action, the SEC stated:

“Pinchas [broker] argued before the NASD that Wang [customer] insisted that her investment be multiplied quickly so that she could purchase a house. Wang denied Pinchas’ assertion. However, even if Wang had desired Pinchas to double her money, that desire would not have relieved Pinchas from his duty to recommend only those trades suitable to her situation.”

In Re Rafael Pinchas, S.E.C. Rel No. 41816, Admin. Proc. File No. 3-9639 (Sept. 1, 1999) (emphasis added). See also In Re Larry Klein, S.E.C. Rel. No. 34-37835, Admin. Proc. File No. 3-8761 (Oct. 17, 1996) (“A representative may make ‘only such recommendations as would be consistent with [his customer’s] financial situation and needs.’”)

4. As alleged above, Respondents invested almost all of the Claimant’s retirement savings in an alleged currency trading program which appears to have been a ponzi scheme. This investment was unsuitable for the Claimant based upon his age, work status, investment objectives, investment experience, ability to accept risk, goals, needs, lack of other assets, and income. The Respondents also failed to recommend a proper diversification of the investments in light of the above factors.

5. At the time Respondents made recommendations and investments of securities, they knew or reasonably believed that the security or investment was unsuitable or they made the recommendation and investments in reckless disregard of whether or not the security or investment was suitable for the Claimant.

6. Respondents intended that the Claimant rely on Respondents’ recommendations and the Claimant did rely on Respondents’ recommendations.

7. The Respondents wrongful conduct constituted securities fraud and was a violation of the Minnesota Securities Act, section 10(b) of the Securities Exchange Act of 1934, Rule 10b-5 promulgated thereunder, and FINRA Rules.

8. As a direct and proximate result of the Respondents’ aforesaid conduct, the Claimant has incurred the damages set out herein, together with interest, costs, attorney fees and loss of use of investment funds.

Count IV. Negligence

1. As set out in Merrill Lynch, Pierce, Fenner & Smith v. Cheng, 697 F.Supp. 1224, 1227 (D.D.C. 1988): “It is clear from the case law that a stockbroker can be held liable to his client for negligence.” The Cheng court went on to state that a violation of the NASD rules would be a “factor for consideration by the jury as to whether [the broker] acted as a ‘reasonable’ person in his conduct...” Id.

2. Respondents owed a duty to the Claimant to obtain informed consent prior to purchasing investments, to discover relevant facts about their customer and recommended investments for suitability determinations, to make suitable recommendations regarding the investments, to only recommend and invest in legitimate investments, to not invest in criminal ponzi schemes, to not recommend unregistered securities, to advise the Claimant about risk associated with the investments, to advise the Claimant how to avoid risk in the investments,

and to provide supervision regarding the Claimant's investments, Mr. Beckman's activities, and the customer's concerns. Furthermore, WIS and the control person owed the Claimant a duty to properly supervise Mr. Beckman and his recommendations, activities, and investments.

3. Respondents negligently breached those duties by their acts and failure to act as set out herein.

4. As a direct and proximate result of the negligent actions and inaction of Respondents, the Claimant has incurred the damages set out herein, together with interest, costs, attorney fees and loss of use of investment funds.

**Count V.
Breach of Contract**

1. Respondents WIS, Mr. Beckman, and the control person are members of FINRA and were so at the time of the sale of the investments. As such, they are subject to its rules and regulations and have agreed by contract to abide by its rules and regulations. As customers of Respondents, the Claimant was a third party beneficiary of the Respondents' contracts and agreements with FINRA and the Rules promulgated by FINRA. Furthermore, Respondents had an express and implied contract with the Claimant to comply with FINRA Rules. Respondents' unsuitable recommendations of unregistered securities and securities fraud violated FINRA Rules, some of which are cited above.

2. By their aforesaid action and inaction, Respondents violated FINRA rules and breached their express and implied contract with FINRA and the Claimant, and as a direct and proximate result, the Claimant incurred the damages set out herein, together with interest, costs, attorney fees and loss of use of investment funds.

**Count VI.
Conversion**

1. Conversion is any wrongful assumption or exercise of the right of ownership over goods or chattels belonging to another in denial of or inconsistent with the owner's rights.

2. WIS, through its agent Mr. Beckman, wrongfully exercised authority over Mr. Abrahamson's monies, depriving him possession of those funds.

**Count VII.
WIS and Control Person Liability**

1. In addition to the liability for wrongful actions of WIS set out herein, as Mr. Abrahamson's brokerage firm and the employer of Beckman, and as the control person of

WIS, WIS and its control person are jointly and severally liable for all of the damages set out herein to the same extent that Beckman would be liable. This liability stems from several sources. WIS and the control person are liable for Beckman's action and inaction under federal securities laws, Section 20(a) of the Securities Exchange Act [15 U.S.C. § 78t]:

"[e]very person who, directly or indirectly, controls any person liable under any provision of this chapter or of any rule or regulation thereunder shall also be liable jointly and severally with and to the same extent as such controlled person to any person to whom such controlled person is liable, unless the controlling person acted in good faith and did not directly or indirectly induce the act or acts constituting the violation or cause of action."

2. This controlling person liability of WIS and the control person Respondent is mirrored in the Minnesota Securities Act set out above, Minn. Stat. § 80A.76(g):

"(g) Joint and several liability. The following persons are liable jointly and severally with and to the same extent as persons liable under subsections (b) through (f):

- (1) a person that directly or indirectly controls a person liable under subsections (b) through (f), unless the controlling person sustains the burden of proof that the person did not know, and in the exercise of reasonable care could not have known, of the existence of conduct by reason of which the liability is alleged to exist;
- (2) an individual who is a managing partner, executive officer, or director of a person liable under subsections (b) through (f), including an individual having a similar status or performing similar functions, unless the individual sustains the burden of proof that the individual did not know and, in the exercise of reasonable care could have known, of the existence of conduct by reason of which the liability is alleged to exist;

3. Furthermore, the California Code of Regulation §260.210(b)(4) provides:

"A broker-dealer shall be responsible for the acts, practices, and conduct of an agent in connection with the purchase or sale of securities until such time as they have been properly terminated and the Form U-5 has been filed with the CRD of NASD."

4. FINRA Rule 3010(a) states that each member shall:

"establish and maintain a system to supervise the activities of each registered representative and associated person that is reasonably designed to achieve compliance with applicable securities laws and regulations, and with the Rules of this Association. Final responsibility for proper supervision shall rest with the member."

5. WIS and the control person violated FINRA Rule 3010 and other FINRA Rules by its failure to supervise Mr. Beckman, and by the Respondents' failure to comply with the FINRA's Rules regarding private securities transactions, including but not limited to FINRA

Rule 3040. WIS and the control person knew of or should have known of Mr. Beckman's activities in selling the unregistered securities and investing Mr. Abrahamson's monies in a ponzi scheme, and they failed to take action to prevent this activity and notify his customers of the risks involved and the wrongful acts set out herein.

6. Additionally, WIS and the control person are liable for their failure to supervise Mr. Beckman, and under the common law, an employer/principal is liable for its agent's negligence and torts and liable under the doctrines of vicarious liability and *respondeat superior*. WIS is also liable for its agent's fraud if the agent is put in a position to commit a fraud, while apparently acting within his authority. Based upon the above, liability for all damages in this case should be imposed on WIS, Mr. Beckman, and the control person, jointly and severally.

Request for Hearing

Claimant hereby requests that this arbitration hearing be heard in Minneapolis, Minnesota.

Relief Requested

WHEREFORE, for the foregoing reasons, Claimant, Ralph R. Abrahamson, requests that a decision and award be rendered against the Respondents jointly and severally, based on the foregoing Counts, as follows:

- a. Claimant's compensatory damages as herein stated in the amount of approximately \$727,424.56 in damages, or a greater amount as determined by the arbitration panel;
- b. Interest assessed from the date of wrongful conduct up to the time of payment of the award;
- c. Punitive damages;
- d. Those costs, FINRA fees, and attorney's fees incurred by Claimant in order to prosecute this action (Claimant has agreed to pay his attorneys as a contingent fee, 1/3 of any amount recovered in this case, and submits therefore that this amount is a reasonable attorney's fee);
- e. Such other further relief to which Claimant may be justly entitled as determined by the Arbitration Panel.

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By Counsel

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