

VIA E-MAIL AND REGULAR MAIL

November 27, 2012

Steven N. Fuller, Esq.
Allen-Fuller, PA
40 Stark Street
2nd Floor
Manchester, NH 03101

Subject: FINRA Dispute Resolution Arbitration Number 11-02737
Frances G. Straccia, Mark Straccia, et al. vs. Ceros Financial Services, Inc., Focus
Capital, Inc., et al.

Dear Mr. Fuller:

Enclosed please find the decision reached by the arbitrator(s) in the above-referenced matter.

Responsibility to Pay Monetary Award

FINRA rules provide that all monetary awards shall be paid within 30 days of receipt unless a motion to vacate has been filed with a court of competent jurisdiction. An award shall bear interest from the date of the award:

- If not paid within 30 days of receipt;
- If the award is the subject of a motion to vacate which is denied; or
- As specified by the panel in the award.

Interest shall be assessed at the legal rate, if any, then prevailing in the state where the award was rendered, or at a rate set by the arbitrator(s).

Expedited Suspension Proceedings for Non-Payment of Awards

Article VI, Section 3 of the FINRA By-Laws and FINRA Rule 9554 permit FINRA to suspend or cancel the registration of any firm or associated person that fails to comply with a FINRA arbitration award.

Firms are required to notify FINRA in writing within 30 days of receipt of an award that they or their associated persons have paid or otherwise complied with the award, or to identify a valid basis for non-payment. We also request that prevailing claimants notify us in writing when their awards have not been paid within 30 days of receipt of the award.

Written notification concerning award compliance or lack thereof should be directed to:

David Carey
FINRA Dispute Resolution
One Liberty Plaza, 165 Broadway, 52nd Floor
New York, NY 10006
212-858-4333 (tel) | 301-527-4706 (fax) | david.carey@finra.org (email)

Right to File Motion to Vacate Award

FINRA rules provide that, unless the applicable law directs otherwise, all awards rendered are final and are not subject to review or appeal. Accordingly, FINRA has no authority to vacate this award. Any party wishing to challenge the award must make a motion to vacate the award in a federal or state court of appropriate jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. § 10, or applicable state statute. There are limited grounds for vacating an arbitration award, and a party must bring a motion to vacate within the time period specified by the applicable statute. If you are not represented by counsel and wish to challenge the award, we urge you to seek legal advice regarding any rights or remedies available to you.

Forum Fees

You will receive under separate cover an invoice that reflects the fees assessed and any outstanding balance or refund due. Fees are due and payable to FINRA Dispute Resolution upon receipt of the invoice and should be sent to the address specified on the invoice. Any applicable refunds will also be sent under separate cover approximately 45 days after the case closes. All questions regarding payment of fees and refunds should be directed to FINRA Finance at (240) 386-5910.

Arbitrator Evaluation

FINRA encourages parties to complete Arbitrator Evaluation Forms at the conclusion of every case. We will utilize your comments in our ongoing efforts to evaluate and improve the services our forum provides. You can complete the Arbitrator Evaluation Form on our website at www.finra.org/arbevaluation.

Party Submissions to Arbitrators After a Case Closes

FINRA rules provide that parties may not submit documents to arbitrators in cases that have been closed except under the following limited circumstances: 1) as ordered by a court; 2) at the request of any party within 10 days of service of an award, for typographical or computational errors, or mistakes in the description of any person or property referred to in the award; or 3) if all parties agree and submit documents within 10 days of service of an award. Any documents, if submitted, must be sent through FINRA.

Questions Concerning Award

Should you have any questions, please contact me at the phone number or email address provided below. Parties should not directly contact arbitrators under any circumstances.

Very truly yours,



Avi Y. Rosenfeld
Case Administrator
Phone: 212-858-4200
Fax: 301-527-4904
NEProcessingCenter@finra.org

AYR:stm:LC09A
idr: 08/29/2012

RECIPIENTS:

Cliff G. Anderson, Esq., RedBlack LLC
Michaels, Ward & Rabinovitz,LLP, One Beacon Street,, 2nd Floor, Boston, MA 02108

Cliff G. Anderson, Esq., Focus Capital Wealth Management, Inc.
Michaels, Ward & Rabinovitz,LLP, One Beacon Street,, 2nd Floor, Boston, MA 02108

Cliff G. Anderson, Esq., Focus Capital, Inc.
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Cliff G. Anderson, Esq., Nicholas B. Rowe
Michaels, Ward & Rabinovitz,LLP, One Beacon Street,, 2nd Floor, Boston, MA 02108

Cliff G. Anderson, Esq., Address Realty, LLC
Michaels, Ward & Rabinovitz,LLP, One Beacon Street,, 2nd Floor, Boston, MA 02108

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Steven N. Fuller, Esq., Mary Beth Lambert
Allen-Fuller, PA, 40 Stark Street, 2nd Floor, Manchester, NH 03101

Steven N. Fuller, Esq., Lambert Family Trust
Allen-Fuller, PA, 40 Stark Street, 2nd Floor, Manchester, NH 03101

Steven N. Fuller, Esq., Ronald A. Ferrante, Sr.
Allen-Fuller, PA, 40 Stark Street, 2nd Floor, Manchester, NH 03101

Steven N. Fuller, Esq., Thomas Lambert QTIP Marital Trust
Allen-Fuller, PA, 40 Stark Street, 2nd Floor, Manchester, NH 03101

**Steven N. Fuller, Esq., Mary Beth Lambert Revocable Trust dated
Allen-Fuller, PA, 40 Stark Street, 2nd Floor, Manchester, NH 03101**

**Steven N. Fuller, Esq., Anne Ferrante
Allen-Fuller, PA, 40 Stark Street, 2nd Floor, Manchester, NH 03101**

**Steven N. Fuller, Esq., Mark Straccia
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**Steven N. Fuller, Esq., Frances G. Straccia
Allen-Fuller, PA, 40 Stark Street, 2nd Floor, Manchester, NH 03101**

**Steven N. Fuller, Esq., Ronald Ferrante, Jr.
Allen-Fuller, PA, 40 Stark Street, 2nd Floor, Manchester, NH 03101**

**Michael R. Gaico, Esq., Ceros Financial Services, Inc.
Winget Spadafora Schwartzberg LLP, 45 Broadway, 19th Floor, New York, NY 10006**

**Award
FINRA Dispute Resolution**

In the Matter of the Arbitration Between:

Claimants

Frances (Frankie) G. Straccia
Mark Straccia
Angela Straccia
Mary Beth Lambert, Individually and as Trustee of
the Lambert Family Trust and as Trustee of the
Mary Beth Lambert Revocable Trust dated 6/2/95
and as Successor-in-Interest to the Thomas
Lambert QTIP Marital Trust
Ronald Ferrante, Jr.
Ronald Ferrante, Sr.
Anne Ferrante

Case Number: 11-02737

vs.

Respondents

Focus Capital, Inc.
Focus Capital Wealth Management, Inc.
Nicholas B. Rowe
Ceros Financial Services, Inc.
Address Realty, LLC
RedBlack, LLC

**Hearing Site: Manchester, New
Hampshire**

Nature of the Dispute: Customers vs. Member, Associated Person, and Non-Members

The case proceeded under the Optional All Public Panel Rule / Majority Public Panel

REPRESENTATION OF PARTIES

For Claimants Frances (Frankie) G. Straccia ("F. Straccia"), Mark Straccia ("M. Straccia"), Angela Straccia ("A. Straccia"), hereinafter collectively referred to as "Straccia Claimants"; Mary Beth Lambert, Individually and as Trustee of the Lambert Family Trust and as Trustee of the Mary Beth Lambert Revocable Trust dated 6/2/95 and as Successor-in-Interest to the Thomas Lambert QTIP Marital Trust ("Lambert Claimants"); Ronald Ferrante, Jr. ("R. Ferrante Jr."), Ronald Ferrante, Sr. ("R. Ferrante, Sr."), and Anne Ferrante ("A. Ferrante"); Steven N. Fuller, Esq., Allen-Fuller, PA, Manchester, New Hampshire and John E. Lyons, Esq., Portsmouth, New Hampshire. For Respondents Focus Capital, Inc. ("Focus Capital"), Focus Capital Wealth Management, Inc. ("Focus Management"), and Nicholas B. Rowe ("Rowe"), hereinafter

For Respondents Focus Capital, Inc. ("Focus Capital"), Focus Capital Wealth Management, Inc. ("Focus Management"), and Nicholas B. Rowe ("Rowe"), hereinafter collectively referred to as "Focus Respondents"; Address Realty, LLC ("Address Realty"), and RedBlack, LLC ("RedBlack"): David L. Ward, Esq. and Cliff G. Anderson, Esq., Michaels, Ward & Rabinovitz, LLP, One Beacon Street, Boston, Massachusetts.

For Respondent Ceros Financial Services, Inc. ("Ceros Financial"): Harris Katz, Esq., Winget Spadafora & Schwartzberg LLP, New York, New York and Bryan M. Ward, Esq., Sutherland Asbill & Brennan LLP, Atlanta, Georgia.

CASE INFORMATION

Statement of Claim filed on or about: July 13, 2011.

F. Straccia signed the Submission Agreement: July 2, 2011.

M. Straccia signed the Submission Agreement: July 27, 2011.

A. Straccia signed the Submission Agreement: July 27, 2011.

Lambert Claimants signed the Submission Agreement: July 1, 2011.

R. Ferrante, Jr. signed the Submission Agreement: July 1, 2011.

R. Ferrante, Sr. signed the Submission Agreement: June 30, 2011.

A. Ferrante signed the Submission Agreement: June 30, 2011.

Joint Statement of Answer filed by Focus Respondents on or about: September 27, 2011.

Focus Capital signed the Submission Agreement: September 26, 2011.

Focus Management signed the Submission Agreement: September 26, 2011.

Rowe signed the Submission Agreement: September 26, 2011.

Statement of Answer filed by Ceros Financial on or about: October 13, 2011.

Ceros Financial signed the Submission Agreement: January 5, 2012.

Statement of Answer filed by Address Realty on or about: September 29, 2011.

Address Realty signed the Submission Agreement: April 5, 2012.

Statement of Answer filed by RedBlack on or about: September 29, 2011.

RedBlack signed the Submission Agreement: April 5, 2012.

CASE SUMMARY

Claimants asserted the following causes of action: negligence, breach of fiduciary duty, breach of contract, breach of covenant of good faith and fair dealing, negligent supervision, respondeat superior, control person liability, violation of New Hampshire federal securities laws, fraud and fraudulent transfer. The causes of action relate to various trading strategies.

Unless specifically admitted in their Answer, the Focus Respondents denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in its Answer, Ceros Financial denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in its Answer, Address Realty denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in its Answer, RedBlack denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

In the Statement of Claim, Claimants requested compensatory damages in the amount of \$9,000,000.00, statutory damages trebled in the amount of \$9,000,000.00, enhanced exemplary damages in the amount of \$9,000,000.00, reversal of conveyance of all funds and transfer back to account, reimbursement of all attorneys' fees, costs, expenses, statutory interest, fees, and commissions.

Focus Respondents requested dismissal of the Statement of Claim and that they be awarded reasonable costs and expenses, including reasonable attorneys' fees, forum fees, and such other relief as the Panel may deem just and proper.

Ceros Financial requested dismissal of the Statement of Claim and that they be awarded reasonable costs and expenses, including reasonable attorneys' fees, forum fees, and such other relief as the Panel may deem just and proper.

Address Realty requested dismissal of the Statement of Claim and that they be awarded reasonable costs and expenses, including reasonable attorneys' fees, forum fees, and such other relief as the Panel may deem just and proper.

RedBlack requested dismissal of the Statement of Claim and that they be awarded reasonable costs and expenses, including reasonable attorneys' fees, forum fees, and such other relief as the Panel may deem just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

The Arbitrators acknowledge that they have each read the pleadings and other materials filed by the parties.

After Claimants concluded their case-in-chief, Ceros Financial, Address Realty, and RedBlack requested dismissal of Claimants' case. After due deliberation, the Panel determined to grant Address Realty and RedBlack's request for dismissal and denied Ceros Financial's request.

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. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to R. Ferrante Jr. compensatory damages and simple interest in the amount of \$277,006.00 plus pre-judgment interest in the amount of \$7,423.77. The Panel awarded simple interest and pre-judgment interest in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and 524:1-b.
2. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to R. Ferrante Jr. attorneys' fees in the amount of \$94,810.00. The Panel awarded attorneys' fees pursuant to New Hampshire Revised Statutes Annotated 421-B:25.
3. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to R. Ferrante Jr. costs in the amount of \$3,231.00. The Panel awarded costs in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and New Hampshire Rule 87(c).
4. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to R. Ferrante Jr. expert witness fees in the amount of \$7,500.00. The Panel awarded costs in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and New Hampshire Rule 87(c).
5. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to R. Ferrante Sr. and A. Ferrante compensatory damages and simple interest in the amount of \$91,244.00 plus pre-judgment interest in the amount of \$2,445.33. The Panel awarded simple interest and pre-judgment interest in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and 524:1-b.
6. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to R. Ferrante Sr. and A. Ferrante attorneys' fees in the amount of \$31,230.00. The Panel awarded attorneys' fees pursuant to New Hampshire Revised Statutes Annotated 421-B:25.
7. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to R. Ferrante Sr. and A. Ferrante, costs in the amount of \$3,231.00. The Panel awarded costs in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and New Hampshire Rule 87(c).
8. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to R. Ferrante Sr. and A. Ferrante expert witness fees in the amount of

\$7,500.00. The Panel awarded costs in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and New Hampshire Rule 87(c).

- 9. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Mary Beth Lambert, Individually and as Trustee of the Lambert Family Trust and as Trustee of the Mary Beth Lambert Revocable Trust dated 6/2/95 and as Successor-in-Interest to the Thomas Lambert QTIP Marital Trust compensatory damages and simple interest in the amount of \$515,371.00 plus pre-judgment interest in the amount of \$13,811.94. The Panel awarded simple interest and pre-judgment interest in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and 524:1-b.**
- 10. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Mary Beth Lambert, Individually and as Trustee of the Lambert Family Trust and as Trustee of the Mary Beth Lambert Revocable Trust dated 6/2/95 and as Successor-in-Interest to the Thomas Lambert QTIP Marital Trust attorneys' fees in the amount of \$176,394.00. The Panel awarded attorneys' fees pursuant to New Hampshire Revised Statutes Annotated 421-B:25 and 524:1-b.**
- 11. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Mary Beth Lambert, Individually and as Trustee of the Lambert Family Trust and as Trustee of the Mary Beth Lambert Revocable Trust dated 6/2/95 and as Successor-in-Interest to the Thomas Lambert QTIP Marital Trust costs in the amount of \$3,231.00. The Panel awarded costs in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and New Hampshire Rule 87(c).**
- 12. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Mary Beth Lambert, Individually and as Trustee of the Lambert Family Trust and as Trustee of the Mary Beth Lambert Revocable Trust dated 6/2/95 and as Successor-in-Interest to the Thomas Lambert QTIP Marital Trust expert witness fees in the amount of \$7,500.00. The Panel awarded costs in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and New Hampshire Rule 87(c).**
- 13. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Frances Straccia compensatory damages and simple interest in the amount of \$387,147.00 plus pre-judgment interest in the amount of \$10,375.54. The Panel awarded simple interest and pre-judgment interest in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and 524:1-b.**
- 14. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Frances Straccia attorneys' fees in the amount of \$132,508.00. The Panel awarded attorneys' fees pursuant to New Hampshire Revised Statutes Annotated 421-B:25.**

15. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Frances Straccia costs in the amount of \$3,231.00. The Panel awarded costs in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and New Hampshire Rule 87(c).
16. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Frances Straccia expert witness fees in the amount of \$7,500.00. The Panel awarded costs in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and New Hampshire Rule 87(c).
17. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Mark Straccia compensatory damages and simple interest in the amount of \$8,739.00 plus pre-judgment interest in the amount of \$234.00. The Panel awarded simple interest and pre-judgment interest in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and 524:1-b.
18. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Mark Straccia attorneys' fees in the amount of \$2,991.00. The Panel awarded attorneys' fees pursuant to New Hampshire Revised Statutes Annotated 421-B:25
19. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Mark Straccia costs in the amount of \$3,231.00. The Panel awarded costs in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and New Hampshire Rule 87(c).
20. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Angela Straccia compensatory damages and simple interest in the amount of \$14,306.00 plus pre-judgment interest in the amount of \$383.00. The Panel awarded simple interest and pre-judgment interest in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and 524:1-b.
21. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Angela Straccia attorneys' fees in the amount of \$4,896.00. The Panel awarded attorneys' fees pursuant to New Hampshire Revised Statutes Annotated 421-B:25.
22. Focus Capital, Focus Management, and Rowe are jointly and severally liable for and shall pay to Angela Straccia costs in the amount of \$3,231.00. The Panel awarded costs in accordance with New Hampshire Revised Statutes Annotated 421-B:25 and New Hampshire Rule 87(c).
23. All claims by Claimants against Ceros Financial are dismissed in their entirety.
24. Any and all relief not specifically addressed herein, including statutory damages trebled and enhanced exemplary damages, are denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

FINRA Dispute Resolution assessed a filing fee* for each claim:

Initial Claim Filing fee =\$1,800.00

**The filing fee is made up of a non-refundable and a refundable portion.*

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 persons at the time of the events giving rise to the dispute. Accordingly, as a party, Ceros Financial Services, Inc., is assessed the following:

Member Surcharge	=\$ 3,750.00
Pre-Hearing Processing Fee	=\$ 750.00
Hearing Processing Fee	=\$ 5,500.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

May 21 – May 25, 2012, adjournment by Focus Respondents Waived

Hearing Session Fees and Assessments

The Panel has assessed hearing session fees for each session conducted. A 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:

Two (2) Pre-hearing sessions with a single arbitrator @ \$450.00/session	=\$ 900.00
Pre-hearing conferences: March 15, 2012	1 session
April 6, 2012	1 session

Two (2) Pre-hearing sessions with the Panel @ \$1,200.00/session	=\$ 2,400.00
Pre-hearing conferences: December 29, 2011	1 session
May 17, 2012	1 session

Sixteen (16) Hearing sessions @ \$1,200.00/session			= \$19,200.00
Hearing Dates:	August 20, 2012	2 sessions	
	August 21, 2012	2 sessions	
	August 22, 2012	2 sessions	
	August 23, 2012	2 sessions	
	August 24, 2012	2 sessions	
	August 27, 2012	2 sessions	
	August 28, 2012	2 sessions	
	August 29, 2012	2 sessions	
<hr/> Total Hearing Session Fees			= \$22,500.00

1. The Panel has assessed \$11,250.00 of the hearing session fees, jointly and severally, to Focus Capital, Focus Management, and Rowe.
2. The Panel has assessed \$11,250.00 of the hearing session fees to Ceros Financial.

All balances are payable to FINRA Dispute Resolution and are due upon receipt.

ARBITRATION PANEL

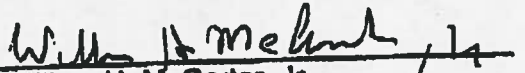
William H. McCarter, Jr.
W. Wright Danenbarger
Jane Venckus Zirilis

-
-
-

Public Arbitrator, Presiding Chairperson
Public Arbitrator
Non-Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument which is my award.

Concurring Arbitrators' Signatures



William H. McCarter, Jr.
Public Arbitrator, Presiding Chairperson

November 23, 2012
Signature Date

W. Wright Danenbarger
Public Arbitrator

Signature Date

Jane Venckus Zirilis
Non-Public Arbitrator

Signature Date

November 27, 2012

Date of Service (For FINRA Dispute Resolution office use only)

ARBITRATION PANEL

William H. McCarter, Jr.	-	Public Arbitrator, Presiding Chairperson
W. Wright Danenbarger	-	Public Arbitrator
Jane Venckus Zirlis	-	Non-Public Arbitrator

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Concurring Arbitrators' Signatures

William H. McCarter, Jr.
Public Arbitrator, Presiding Chairperson

Signature Date



W. Wright Danenbarger
Public Arbitrator

11/23/12

Signature Date

Jane Venckus Zirlis
Non-Public Arbitrator

Signature Date

November 27, 2012

Date of Service (For FINRA Dispute Resolution office use only)

ARBITRATION PANEL

William H. McCarter, Jr.	-	Public Arbitrator, Presiding Chairperson
W. Wright Danenbarger	-	Public Arbitrator
Jane Venckus Zirlis	-	Non-Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument which is my award.

Concurring Arbitrators' Signatures

William H. McCarter, Jr.
Public Arbitrator, Presiding Chairperson

Signature Date

W. Wright Danenbarger
Public Arbitrator

Signature Date



Jane Venckus Zirlis
Non-Public Arbitrator

11/27/2012
Signature Date

November 27, 2012

Date of Service (For FINRA Dispute Resolution office use only)

VIA E-MAIL AND REGULAR MAIL

November 27, 2012

COPY – SEE RECIPIENT LIST

**Subject: FINRA Dispute Resolution Arbitration Number 11-02737
Frances G. Straccia, Mark Straccia, et al. vs. Ceros Financial Services, Inc., Focus
Capital, Inc., et al.**

Dear Mr. Anderson:

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- If not paid within 30 days of receipt;
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Interest shall be assessed at the legal rate, if any, then prevailing in the state where the award was rendered, or at a rate set by the arbitrator(s).

Firms are required to notify FINRA in writing within 30 days of receipt of an award that they or their associated persons have paid or otherwise complied with the award, or to identify a valid basis for non-payment. **The 30-day period ends on: December 27, 2012.** Associated persons who have changed employment since the arbitration claim was filed are required to notify FINRA directly regarding the payment status of any awards against them. Please review Notice to Members 00-55 for more information on the notification requirement and the sanctions for noncompliance.

Written notification concerning award compliance or lack thereof should be directed to:

**David Carey
FINRA Dispute Resolution
One Liberty Plaza, 165 Broadway, 52nd Floor
New York, NY 10006
212-858-4333 (tel) | 301-527-4706 (fax) | david.carey@finra.org (email)**

Should you have any questions, please contact me at the phone number or email address provided below. Parties should not directly contact arbitrators under any circumstances.

Very truly yours,



Avi Y. Rosenfeld
Case Administrator
Phone: 212-858-4200
Fax: 301-527-4904
NEProcessingCenter@finra.org

AYR:stm: LC09X
idr: 08/29/2012

CC:

Steven N. Fuller, Esq., Frances G. Straccia
Allen-Fuller, PA, 40 Stark Street, 2nd Floor, Manchester, NH 03101

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RECIPIENTS:

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