



TO: Robin D. Fessel, Esq.  
Robert M. Thornton, Esq.

CC:

From: Elizabeth A. Muldoon  
Case Administrator

Subject: FINRA Dispute Resolution Arbitration Number 13-01277  
Timothy Michael Weber vs. Goldman, Sachs and Company

Date: May 7, 2014

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 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](http://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

If you have any questions, please do not hesitate to contact me at 312-899-4440 or by email at [Elizabeth.Muldoon@finra.org](mailto:Elizabeth.Muldoon@finra.org). Parties should not directly contact arbitrators under any circumstances.

EAW:mrc:LC09A  
idr: 03/24/2014

RECIPIENTS:

Robin D. Fessel, Esq., Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004  
On Behalf Of: Goldman, Sachs and Company; The Goldman Sachs Group, Inc.

Robert M. Thornton, Esq., Kilgore & Kilgore, PLLC, 3109 Carlisle Street, Dallas, TX  
75204  
On Behalf Of: Timothy M. Weber

**AWARD**  
**FINRA Dispute Resolution**

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In the Matter of the Arbitration Between:

Name of Claimant

Timothy M. Weber

vs.

Case Number: 13-01277  
Hearing Site: Dallas, Texas

Names of Respondents

Goldman, Sachs and Company and  
The Goldman Sachs Group, Inc.

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**NATURE OF THE DISPUTE**

Associated Person vs. Member and Non-Member

**REPRESENTATION OF PARTIES**

Timothy M. Weber ("Claimant" or "Weber") was represented by Robert M. Thornton, Esq. and Theodore C. Anderson, III, Esq., Kilgore & Kilgore, PLLC, Dallas, Texas.

Goldman, Sachs and Company ("Goldman Sachs") and The Goldman Sachs Group, Inc. ("GS, Inc."), hereinafter collectively referred to as "Respondents," were represented by Robin D. Fessel, Esq., Sullivan & Cromwell, LLP, New York, New York.

**CASE INFORMATION**

The Statement of Claim was filed on or about May 3, 2013. The Submission Agreement of Claimant, Timothy M. Weber, was signed on or about July 23, 2013. On or about July 24, 2013, Claimant filed a Revised Amended Statement of Claim.

The Statement of Answer was filed jointly by Respondents, Goldman, Sachs and Company and The Goldman Sachs Group, Inc., on or about August 15, 2013. The Submission Agreement of Respondent, Goldman, Sachs and Company, was signed on or about September 20, 2013. The Submission Agreement of Respondent, The Goldman Sachs Group, Inc., was signed on or about September 19, 2013. On or about August 15, 2013, Respondents filed an Answer to the Revised Amended Statement of Claim

**CASE SUMMARY**

Claimant asserted the following causes of action: breach of contract; unlawful forfeiture;

unjust enrichment; promissory estoppel; and quantum merit. The causes of action related to Claimant's employment at Goldman Sachs, annual "awards" of stock options and restricted stock units pursuant to a GS, Inc. Stock Incentive (the "Plan") and year-end Award Agreements. Claimant alleged that his employment was involuntarily terminated on or about September 29, 2011. Claimant alleged that at the same time, for no apparent reason, GS, Inc. purported to forfeit all outstanding restricted stock units ("RSU's") and stock options, which had been granted to him for prior years' service, and refused to pay over any part of the monies that had been withheld from his year to date earnings in 2011.

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

### **RELIEF REQUESTED**

Claimant requested an award in the amount of:

Actual/Compensatory Damages	\$5,000,000.00
Interest	Unspecified
Attorneys' Fees	Unspecified
Other Costs	Unspecified
Other Monetary Relief	Unspecified
Other Non-Monetary Relief	Specific Performance
Other Non-Monetary Relief	Declaratory Judgment

At the hearing, Claimant requested \$1,410,917.10 in compensatory damages and \$564,366.84 in attorneys' fees.

Respondents requested that the claims asserted against them be denied in their entirety and that they be awarded their costs and attorneys' fees.

### **OTHER ISSUES CONSIDERED & DECIDED**

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

Based on the evidence and testimony provided at the hearing, the Panel made the following finding of fact:

The Panel found no evidence to support the "yes" answer to Question 7B of the Form U5 of Claimant, Timothy Michael Weber.

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

- 1.) Respondents, Goldman, Sachs and Company and The Goldman Sachs Group, Inc., are jointly and severally liable for and shall pay to Claimant, Timothy M. Weber, the sum of \$880,450.54 in compensatory damages;
- 2.) Respondents, Goldman, Sachs and Company and The Goldman Sachs Group, Inc., are jointly and severally liable for and shall pay to Claimant, Timothy M. Weber, interest on the above-stated sum at the rate of 9% per annum from and including September 29, 2011 through and including this Award is paid in full;
- 3.) Respondents, Goldman, Sachs and Company and The Goldman Sachs Group, Inc., are jointly and severally liable for and shall pay to Claimant, Timothy M. Weber, the sum of \$600.00 in costs as reimbursement for the non-refundable portion of the filing fee; and
- 4.) Any relief not specifically enumerated, including attorneys' fees, is hereby denied with prejudice.

### **FEES**

Pursuant to the Code, the following fees are assessed:

#### **Filing Fees**

FINRA Dispute Resolution will retain the non-refundable 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 person at the time of the events giving rise to the dispute. Accordingly, as a party, Goldman, Sachs and Company is assessed the following:

Member surcharge	= \$ 2,800.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 5,000.00

**Hearing Session Fees and Assessments**

The Panel has assessed hearing session fees for each hearing 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:

Four (4) Pre-hearing sessions with a single arbitrator x \$450.00	= \$ 1,800.00
Pre-hearing conferences: January 14, 2014	1 session
January 20, 2014	1 session
February 4, 2014	1 session
April 10, 2014	1 session

One (1) Pre-hearing session with Panel x \$1,200.00	= \$ 1,200.00
Pre-hearing conference: October 11, 2013	1 session

Twelve (12) Hearing sessions x \$1,200.00	= \$14,400.00
Hearing Dates: April 23, 2014	2 sessions
April 24, 2014	2 sessions
April 25, 2014	2 sessions
April 28, 2014	2 sessions
April 29, 2014	2 sessions
April 30, 2014	2 sessions

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Total Hearing Session Fees	= \$17,400.00
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The Panel has assessed \$17,400.00 of the hearing session fees jointly and severally to Goldman, Sachs and Company and The Goldman Sachs Group, Inc.

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

**ARBITRATION PANEL**

Lawrence R. Maxwell, Jr. - Public Arbitrator, Presiding Chair  
Jay M. Vogelson - Public Arbitrator  
Thomas M. Campbell, Jr. - 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:

/s/ Lawrence R. Maxwell, Jr.  
Lawrence R. Maxwell, Jr.  
Public Arbitrator, Presiding Chair

May 7, 2014  
Signature Date

/s/ Jay M. Vogelson  
Jay M. Vogelson  
Public Arbitrator

May 6, 2014  
Signature Date

/s/ Thomas M. Campbell, Jr.  
Thomas M. Campbell, Jr.  
Non-Public Arbitrator

May 6, 2014  
Signature Date

May 7, 2014  
Date of Service (For FINRA office use only)

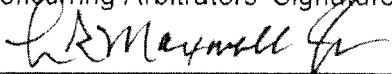



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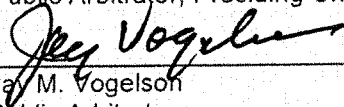
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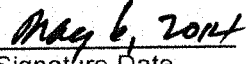
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Public Arbitrator

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Signature Date

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Public Arbitrator

\_\_\_\_\_  
Signature Date

*Thomas M. Campbell Jr.*  
\_\_\_\_\_  
Thomas M. Campbell, Jr.  
Non-Public Arbitrator

May 6, 2014  
Signature Date

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