

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

ALAA ELHAMRAWY (PRO SE)

Plaintiff(s)

v.

CIVIL ACTION NO. 13-11133-DJC

USAA INVESTMENT MANGMENT CO., OPTIONSPRESS INC.

Defendant(s)

**Plaintiff reply to defendant(s) motion to dismiss**

CASPER, J. , D.J.

Plaintiff moves that this court denies defendant(s) motion to dismiss and set the award decision a side for the following facts,

Plaintiff previously submitted all documents and evidence that proofs that arbitrators violated FINRA rules and regulations on April12, 2013.

Federal Arbitration Act, 9 U.S.C. §10

Under federal and state laws, there are limited grounds on which a court may hear a party's appeal on an award. Specifically, the law permits a district court to vacate or overturn an arbitration award if it finds that:

- the award was procured by corruption, fraud, or undue means;
- there was evident partiality or corruption in the arbitrators;
- the arbitrators were guilty of misconduct in refusing to postpone the hearing, even in light of sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy, or of any other misbehavior by which the rights of any party have been prejudiced;
- the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made;
- the arbitrators disregarded a clearly defined law or legal principle applicable to the case before them (Manifest Disregard of the Law); or
- There is no factual or reasonable basis for the award (Complete Irrationality)

And the facts is that arbitrators applied all of the above to this case.

- Arbitrators did held a direct communication with the defendant(s) parties and defendant USAA acknowledge that on page 8 of their motion to dismiss .(even if

an ex parte communications had occurred, it would have made no difference to the outcome of this case). Again this is clear violation of FINRA rule 12211.

- Arbitrators granted defendant OptionsXpress motion to dismiss before plaintiff conclude case-in-chief. Again this is clear violation of FINRA rule 12504.
- Arbitrator's orders plaintiff to obtain a large number of copies that they already have and not using none of them (**Not a single copy was submitted**). Again this is clear violation of FINRA rule 12904.
- Arbitrators fails and ignored the submission of the final damage request on the award sheet which is Different from the original statement of claim amount and required to be reflected in the award by FINRA rules and regulation.
- Arbitrators refused the plaintiff request to questions the respondent(s) or cross examined the witnesses.

### **The above is facts that happened not allegations and proof below?**

Extra small facts:

- 1- Defendant USAA on pg. 3 motion to dismiss claims that it demanded payment before it's unlock the account. This absolutely not true because defendant refuses to honor any kind of payment including a 10 minutes wire transfer.
- 2- Also on pg.1 saying that the evidentiary hearing was two days. Again it was only couple of hour's quickie style including one hour fifteen minutes lunch time, 45 minutes copying paper, 6 executive sessions which means the arbitrators leaves the room to have a private discussion.
- 3- Defendant OptionsXpress on pg.2 motion to dismiss saying (following the presentation of Mr. Elhamrawy case-in-chief at the arbitration hearing, the arbitration panel denied...etc.) this absolutely not true ,plaintiff DID NOT finish the case-in-chief and OptionsXpress was granted dismissal.

### **Conclusion and solid proof**

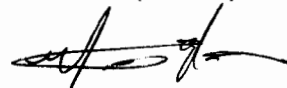
- ❖ Enclosed is a copy of audio CD copies contains the entire hearing that was held on March 19, 2013 that will show and proofs that all of the above is true and correct.

Also will show and proof that defendant(s) counsel was running the show, directing the arbitrator's panels of what to do, threatening the panels not to award plaintiff and will clearly show plaintiff arguments to make extra copy as the parties and the panels should had enough copies and will show more and more evidence of corruption, bias, exceeds of the power and abuse and ignore of the arbitrations rules and regulation.

For all of the above

Plaintiff move to this court seeking a **real justices** and requests that defendant(s) motion to dismiss to be denied and for the arbitration award to set aside and to be modified and corrected to the requested relief.

Plaintiff (Pro-Se)



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August 23, 2013

United States District Court  
Cc. Alice M. Forbes Esq. USAA Investment Mgmt. CO.  
Cc. Jennifer R. Seltnerich Esq. OptionsXpress Counsel.

CD copy 1 **13-11133-DJC**  
CD copy 2  
CD copy 3

❖ CD password is alaa03020 if required

CERTIFICATE OF SERVICE

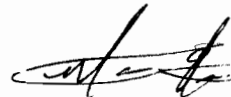
This certifies that on this 23 day of August, 2013, a true and correct copy of the above and foregoing **including audio CD** was delivered to:

UNITED STATE DISTRICT COURT  
OFFICE OF THE CLERK  
1 COURTHOUSE WAY, SUITE 2300  
BOSTON, MA 02210  
Lisa M. Hourihan  
Deputy Clerk

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Plaintiff (Pro-Se)



Alaa Elhamrawy