

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Ralph and Margherita Alberto, (Claimants) vs. Nori, Hennion, Walsh, Inc. and Vincent M. LePre, (Respondents)

Case Number: 00-05453

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimants, Ralph and Margherita Alberto, hereinafter collectively referred to as "Claimants": James M. Porfido, Esq., Fullerton & Porfido, P.A., Succasunna, NJ.

Respondent, Nori, Hennion, Walsh, Inc. ("Nori"): Hugo A. Hilgendorff, IV, Esq., Bressler, Amery & Ross, Morristown, NJ.

Respondent, Vincent LePre ("LePre"), did not appear at the hearing in this matter.

CASE INFORMATION

Statement of Claim filed on or about: December 5, 2000.

Claimants signed the Uniform Submission Agreement: November 15, 2000.

Statement of Answer filed by Nori on or about: January 31, 2001.

Nori signed the Uniform Submission Agreement: May 9, 2001.

LePre did not file a Statement of Answer or sign a Uniform Submission Agreement.

CASE SUMMARY

Claimants asserted the following causes of action: breach of contract; breach of fiduciary responsibility; fraud; conversion; negligence; and fraudulent activities. Claimants' claim involved unspecified financial products.

Unless specifically admitted in its Answer, Nori denied the allegations made in the Statement of Claim and asserted the following defenses: the Statement of Claim fails to state a claim upon which relief can be granted; Nori did not breach any duty to Claimants imposed by operation of law or contract; Claimants' injuries or damages are due solely to the unilateral tortious acts or omissions of third parties; and Claimants are not entitled to punitive damages and attorneys' fees.

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$10,700.00, plus interest, costs, reasonable attorneys' fees, punitive damages, and such other relief as the Arbitrator may consider appropriate.

Nori requested that Claimants' Statement of Claim be dismissed in its entirety, with prejudice, and that Nori be awarded its costs and such other relief as the Arbitrator deems just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

Upon review of the file and the representations made on behalf of the Claimants, the undersigned arbitrator (the "Arbitrator") determined that LePre has been properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without LePre present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

LePre did not file with NASD Dispute Resolution, Inc. a properly executed submission to arbitration but is required to submit to arbitration pursuant to the Code and is bound by the determination of the Arbitrator on all issues submitted.

Attached hereto as Exhibit A is an Arbitrator's Summary, which was prepared by the Arbitrator to set forth his findings in this matter.

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 Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. Nori and LePre be and hereby are jointly and severally liable for and shall pay to Claimants the sum of \$10,700.00 as compensatory damages, together with interest, as permitted by the Rules of the Courts of the State of New Jersey, calculated prospectively from the date of this Award.

2. Nori and LePre be and hereby are jointly and severally liable for and shall pay to Claimants the sum of \$9,725.00 as counsel fees and disbursements. This amount is based upon the Certification of Services submitted by James M. Porfido, Esq., Fullerton and Porfido, P.A., Counsel for Claimants. The Arbitrator finds that the hourly rates charged are reasonable and that all of the time set forth therein was made necessary as a result of the actions of Respondents, including the costs of consulting with an attorney specializing in securities law, and contacting the Morris County Prosecutor's office and reviewing documents associated with the criminal trial of Respondent LePre for admission as evidence in this arbitration.
3. Claimants' demand for punitive damages is denied and dismissed, with prejudice.
4. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee	= \$ 125.00
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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. In this matter, Nori, Hennion, Walsh, Inc. is a party.

Member surcharge	= \$ 400.00
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Forum Fees and Assessments

The Arbitrator assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator x \$450.00	= \$ 450.00
Pre-hearing conference: June 4, 2001	1 session

Three (3) Hearing sessions x \$450.00	= \$1,350.00
Hearing Date: August 28, 2001 3 sessions	
Total Forum Fees	= \$1,800.00

The Arbitrator has assessed all of the forum fees jointly and severally against Nori and LePre.

Fee Summary

1. Claimants be and hereby are jointly and severally liable for:

<u>Initial Filing Fee</u>	= \$ 125.00
<u>Total Fees</u>	= \$ 125.00
<u>Less payments</u>	= \$ 575.00
<u>Refund Due Claimants</u>	= \$ 450.00

2. Nori be and hereby is solely liable for:

<u>Member Fees</u>	= \$ 400.00
<u>Total Fees</u>	= \$ 400.00
<u>Less payments</u>	= \$ 400.00
<u>Balance Due NASD Dispute Resolution, Inc.</u>	= \$ 0.00

3. Nori and LePre be and hereby are jointly and severally liable for:

<u>Forum Fees</u>	= \$1,800.00
<u>Total Fees</u>	= \$1,800.00
<u>Less payments</u>	= \$ 300.00
<u>Balance Due NASD Dispute Resolution, Inc.</u>	= \$1,500.00

All balances are due and payable to NASD Dispute Resolution, Inc.

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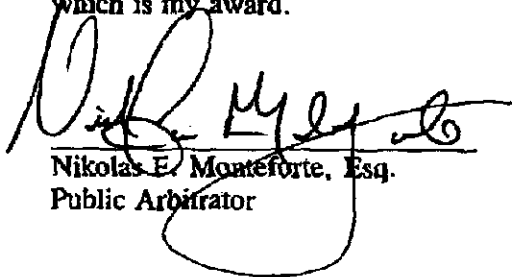
ARBITRATION PANEL

Nikolas F. Monteforte, Esq.

Public Arbitrator

Arbitrator's Signature

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



Nikolas E. Monteforte, Esq.
Public Arbitrator

21 Nov 01

Signature Date

November 26, 2001

Date of Service (For NASD office use only)