

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

John and Louise Teutonico (Claimants) v. Morgan Stanley DW, Inc., Prudential Securities, Inc. n/k/a Prudential Equity Group, Inc., and Antonio Coppola (Respondents)

Case Number: 01-01472

Hearing Site: New York, New York

Nature of the Dispute: Customer vs. Members and Associated Person.

REPRESENTATION OF PARTIES

Claimants John and Louise Teutonico ("the Teutonicos") hereinafter collectively referred to as "Claimants": David Crystal, II, Esq., Gilbride, Tusa, Last & Spellane, LLC, New York, NY.

Respondent Morgan Stanley DW, Inc. ("MSDW"): Howard M. Sendrovitz, Esq., Morgan Stanley DW, Inc., New York, NY.

Respondent Prudential Securities, Inc. n/k/a Prudential Equity Group, Inc. ("Prudential"): Martin Hunger, Esq., Prudential Securities, Inc. n/k/a Prudential Equity Group, Inc., New York, NY.

Respondent Antonio Coppola ("Coppola"): Andrew W. Sidman, Esq., Butler, Fitzgerald & Potter, P.C., New York, NY.

MSDW, Prudential, and Coppola are hereinafter referred to as "Respondents".

CASE INFORMATION

Statement of Claim filed on or about: March 22, 2001.

Claimants each signed the Uniform Submission Agreement: August 27, 2002.

Statement of Answer filed by MSDW on or about: December 2, 2002.

MSDW did not sign the Uniform Submission Agreement.

Statement of Answer filed by Prudential on or about: November 18, 2002.

Prudential signed the Uniform Submission Agreement: November 18, 2002.

Statement of Answer filed by Coppola on or about: November 18, 2002.

Coppola did not sign the Uniform Submission Agreement.

CASE SUMMARY

Claimants asserted the following causes of action: unsuitability and unauthorized trading. Claimants' claim involved shares of Roslyn Bancorp.

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

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

Unless specifically admitted in his Answer, Respondent Coppola denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimants requested:

1. Recovery for the losses on the unsuitable trades made by Coppola while at MSDW and at Prudential, in an amount believed to be at least \$320,000.00.
2. Rescind the unauthorized sale of the Roslyn Bank shares and be allowed to repurchase them at the price they were sold for, and receive the dividends that have been paid since the date of the unauthorized sale.
3. That all forum fees be assessed against the Respondents.
4. That Claimants receive reasonable attorneys' fees in the amount of \$35,000.00.
5. And for such other and further relief as to this Panel seems fair and reasonable.

Respondent MSDW requested that the Panel dismiss the Statement of Claim in its entirety; award MSDW the costs and expenses of this arbitration; and such other and further relief as is just and proper.

Respondent Prudential requested that Claimants take nothing by way of the Statement of Claim; costs of suit; and such other and further relief as the Panel may deem just and proper.

Respondent Coppola requested that the Panel dismiss Claimants' claims with prejudice; order that this matter be expunged from his CRD file; order that Coppola be awarded the costs, including legal fees, that he has incurred in defending against these claims; and such other and further relief as may be just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents MSDW and Coppola did not file with NASD Dispute Resolution properly executed Uniform Submission Agreements but are required to submit to arbitration pursuant to the Code and, having answered the claim, and appeared and testified at the hearing, are bound by the determination of the Panel on all issues submitted.

At the conclusion of Claimants' case, the Respondents each filed a motion to dismiss the unsuitability claims. After due consideration, the Panel granted the motions. As a result, Respondent MSDW was dismissed from the arbitration since that was the only claim involving them.

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

1. Claimants' claims are hereby dismissed in their entirety.
2. Any and all relief not specifically addressed herein is denied.
3. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Antonio Coppola's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Antonio Coppola must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee	= \$300.00
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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 firms that employed the associated person at the time of the events giving rise to the dispute. Accordingly, Morgan Stanley DW, Inc. is a party.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$2,500.00

Member fees are assessed to each member firm that is a party in these proceedings or to the member firms that employed the associated person at the time of the events giving rise to the dispute. Accordingly, Prudential Securities, Inc. n/k/a Prudential Equity Group, Inc. is a party.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$2,500.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

January 7 and 9, 2004 adjournment by Respondent Coppola	= Waived
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Forum Fees and Assessments

The Panel has assessed forum 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:

One (1) Pre-hearing session with Panel @ \$1,125.00	= \$ 1,125.00
Pre-hearing conference: March 24, 2003 1 session	

Ten (10) Hearing sessions @ \$1,125.00	= \$11,250.00
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Hearing Dates:	October 29, 2003	2 sessions
	November 24, 2003	2 sessions
	November 25, 2003	2 sessions
	December 10, 2003	2 sessions
	March 3, 2004	2 sessions

Total Forum Fees	= \$12,375.00
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1. The Panel has assessed \$12,375.00 of the forum fees jointly and severally against Claimants.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional

copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

1. MSDW requested duplication of hearing cassette tapes = \$45.00

Fee Summary

1. Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	= \$12,375.00
Total Fees	= \$12,675.00
<u>Less payments</u>	= \$ 1,425.00
Balance Due NASD Dispute Resolution	= \$11,250.00

2. MSDW is solely liable for:

Member Fees	= \$4,600.00
<u>Administrative Costs</u>	= \$ 45.00
Total Fees	= \$4,645.00
<u>Less payments</u>	= \$5,200.00
Refund Due MSDW	= \$ 555.00

3. Prudential is solely liable for:

<u>Member Fees</u>	= \$4,600.00
Total Fees	= \$4,600.00
<u>Less payments</u>	= \$4,600.00
Balance Due NASD Dispute Resolution	= \$ 0.00

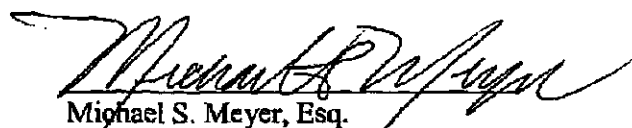
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Michael S. Meyer, Esq.	-	Public Arbitrator, Presiding Chair
Anne-Marie M. Kunzler	-	Public Arbitrator
James J. Noone	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

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.


Michael S. Meyer, Esq.
Public Arbitrator, Presiding Chairperson

3/10/04
Signature Date

Anne-Marie M. Kunzler
Public Arbitrator

Signature Date

James J. Noone
Non-Public Arbitrator

Signature Date

March 18, 2004

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL


Michael S. Meyer, Esq.	-	Public Arbitrator, Presiding Chair
Anne-Marie M. Kunzler	-	Public Arbitrator
James J. Noone	-	Non-Public Arbitrator

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Michael S. Meyer, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



Anne-Marie M. Kunzler
Public Arbitrator

3/17/04

Signature Date

James J. Noone
Non-Public Arbitrator

Signature Date

March 18, 2004

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

Michael S. Meyer, Esq.	-	Public Arbitrator, Presiding Chair
Anne-Marie M. Kunzler	-	Public Arbitrator
James J. Noone	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

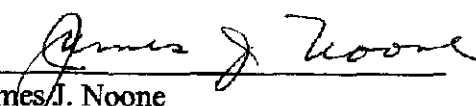
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Michael S. Meyer, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Anne-Marie M. Kunzler
Public Arbitrator

Signature Date



James J. Noone
Non-Public Arbitrator

Signature Date

March 18, 2004
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