

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Jean Soulios (Claimant) v. Robert M. Nathan and MetLife Securities, Inc. (Respondents)

Case Number: 02-04662

Hearing Site: Boston, Massachusetts

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

REPRESENTATION OF PARTIES

Claimant Jean Soulios ("Soulios") hereinafter referred to as "Claimant": Joseph M. Princi, Esq., Beverly, MA.

Respondent Robert M. Nathan ("Nathan"): David A. Grossbaum, Esq., Cetrulo & Capone, LLP, Boston, MA.

Respondent MetLife Securities, Inc. ("MetLife"): Christian E. Samay, Esq., McCarter & English, LLP, Newark, NJ.

CASE INFORMATION

Statement of Claim filed on or about: August 6, 2002.

Claimant signed the Uniform Submission Agreement: August 2, 2002.

Statement of Answer filed by Nathan on or about: November 8, 2002.

Nathan signed the Uniform Submission Agreement: November 6, 2002.

Statement of Answer filed by MetLife on or about: November 11, 2002.

MetLife signed the Uniform Submission Agreement: October 14, 2002.

CASE SUMMARY

Claimant asserted the following causes of action: failure to supervise; breach of fiduciary duty; misrepresentation; and suitability. Claimant's claim involved mutual funds and a money market fund.

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

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

RELIEF REQUESTED

Claimant requested losses totaling \$171,169.00; payment of \$31,005.00 representing the loss of profit Claimant would have realized if she had placed the entire \$650,000.00 in the MetLife money market fund for 16 months; return of \$26,925.00 in sales charges incurred; payment of the judgment rate of interest on damages sustained; payment of reasonable attorneys' fees; award of arbitration costs and expenses.

Nathan requested that the Panel dismiss this matter with prejudice and to the extent allowed by law, award Nathan attorneys' fees and costs.

MetLife requested that the Panel enter an award dismissing Claimant's Statement of Claim against it with prejudice; and grant such other further relief that this Panel deems proper, just and necessary.

OTHER ISSUES CONSIDERED AND DECIDED

At the hearing, MetLife and Nathan made a motion to dismiss. After due consideration, the Panel denied said motion.

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. Claimant's claims are hereby denied 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 Nathan'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 Nathan must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive. The Panel stated that the expungement order is based on the defamatory nature of the information in the CRD system.

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

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, MetLife Securities, Inc. is a party.

Member surcharge = \$1,700.00

Pre-hearing process fee = \$ 750.00

Hearing process fee = \$2,750.00

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: June 9, 2003 1 session

Four (4) Hearing sessions @ \$1,125.00 = \$4,500.00

Hearing Dates: November 6, 2003 2 sessions

November 7, 2003 2 sessions

Total Forum Fees = \$5,625.00

1. The Panel has assessed \$5,625.00 of the forum fees against Claimant.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee = \$ 300.00

Forum Fees = \$5,625.00

Total Fees = \$5,925.00

Less payments = \$1,425.00

Balance Due NASD Dispute Resolution = \$4,500.00

2. Respondent is solely liable for:

Member Fees = \$5,200.00

Total Fees = \$5,200.00

Less payments = \$5,200.00

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

Chesley Oriel, Esq.	-	Public Arbitrator, Presiding Chair
Thomas H. Tucker, Esq.	-	Public Arbitrator
Gerald H. Stanney	-	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.

Chesley Oriel, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Thomas H. Tucker, Esq.
Public Arbitrator

Signature Date

Gerald H. Stanney
Non-Public Arbitrator

Signature Date

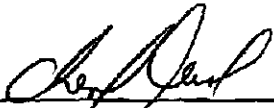
Date of Service (For NASD Dispute Resolution use only)

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Thomas H. Tucker, Esq.	-	Public Arbitrator
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Chesley Oriel, Esq.
Public Arbitrator, Presiding Chairperson

12/1/03

Signature Date

Thomas H. Tucker, Esq.
Public Arbitrator

Signature Date

Gerald H. Stanney
Non-Public Arbitrator

Signature Date

December 5, 2003

Date of Service (For NASD Dispute Resolution use only)

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Signature Date



Thomas H. Tucker, Esq.
Public Arbitrator



Signature Date

Gerald H. Stanney
Non-Public Arbitrator

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Chesley Oriel, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Thomas H. Tucker, Esq.
Public Arbitrator

Signature Date



Gerald H. Stanney
Non-Public Arbitrator

12/3/03

Signature Date

December 5, 2003

Date of Service (For NASD Dispute Resolution use only)