

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Mark A. Latina (Claimant) v. Trident Partners, Ltd., Anthony Koulouris, and Nicholas Tsikitas
(Respondents)

Case Number: 03-00508

Hearing Site: Boston, Massachusetts

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

REPRESENTATION OF PARTIES

Claimant Mark A. Latina ("Latina") hereinafter referred to as "Claimant": Joseph L. Demeo, Esq. and Kimberly Dunn Spelman, Esq., previously Timothy M. Mitchelson, Esq., Demeo & Associates, P.C., Boston, MA.

Respondent Trident Partners, Ltd. ("Trident"): Charles M. O'Rourke, Esq., Woodbury, NY.
Previously represented by: Eugene L. Small, Esq., Alonso, Andalkar & Kahn, P.C., New York, NY.

Respondent Anthony Koulouris ("Koulouris") did not make an appearance in this matter.

Respondent Nicholas Tsikitas ("Tsikitas") did not make an appearance in this matter.

CASE INFORMATION

Statement of Claim filed on or about: January 21, 2003.

Claimant signed the Uniform Submission Agreement: December 17, 2002.

Statement of Answer filed by Respondent Trident on or about: May 1, 2003.

Respondent Trident signed the Uniform Submission Agreement: April 29, 2003.

Respondent Koulouris did not file a Statement of Answer or sign the Uniform Submission Agreement.

Respondent Tsikitas did not file a Statement of Answer or sign the Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: fraudulent misrepresentations; failure to supervise; charging excess commissions and mark-ups; fraudulent inducement; unsuitable trading; unauthorized trading; violation of Massachusetts General Laws; negligence; unjust enrichment; breach of contract; and breach of federal securities laws. The causes of action relate to shares of Knight Trading Group ("NITE"), BEA Sys. Inc., General Electric Co., Health Mgmt Assoc. ("HMA"), and Calpine Corp.

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

RELIEF REQUESTED

Claimant requested unspecified compensatory damages; that the Panel awards the consideration paid for the securities, together with interest at 6% from the date of payment; costs and attorneys' fees; damages based on disgorgement of commissions or other profits; special or consequential damages; expert fees and interest, including pre-judgment interest; punitive damages; and such other relief as it deems just and proper.

Respondent Trident requested that the case be dismissed in its entirety; that judgment be rendered in its favor and against Claimant, with all costs, attorneys' fees, expenses, and forum fees to be assessed against Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

Upon review of the file and the representations made on behalf of the Claimant, the undersigned arbitrators (the "Panel") determined that Respondents Koulouris and Tsikitas have been properly served with the Statement of Claim and that Tsikitas received due notice of the hearing, and that arbitration of the matter would proceed without said Respondents present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

On or about November 19, 2004, Claimant notified NASD Dispute Resolution that he settled his claims with Respondent Tsikitas.

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. Respondent Trident is liable for and shall pay to Claimant \$28, 253.70 in compensatory damages.

2. Respondent Trident Partners is liable for and shall pay to Claimant \$54,805.35 in attorneys' fees and \$10,210.86 in expert witness fees pursuant to Massachusetts General Laws c. 93A.
3. Any and all relief not specifically addressed herein, including punitive damages, is denied.

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	= \$250.00
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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 persons at the time of the events giving rise to the dispute. Accordingly, Trident Partners, Ltd. is a party.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,200.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

April 27-29, 2004, adjournment by Claimant	= \$1,000.00
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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 @ \$1,000.00	= \$1,000.00
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Pre-hearing conference:	October 8, 2003	1 session
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Four (4) Hearing sessions @ \$1,000.00	= \$4,000.00
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Hearing Dates:	December 6, 2004	2 sessions
	December 7, 2004	2 sessions

Total Forum Fees	= \$5,000.00
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1. The Panel has assessed \$1,250.00 of the forum fees against Claimant.
2. The Panel has assessed \$3,750.00 of the forum fees against Trident.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 250.00
Adjournment Fee	= \$1,000.00
<u>Forum Fees</u>	<u>= \$1,250.00</u>
Total Fees	= \$2,500.00
<u>Less payments</u>	<u>= \$1,425.00</u>
Balance Due NASD Dispute Resolution	= \$1,075.00

2. Respondent Trident is solely liable for:

Member Fees	= \$4,450.00
<u>Forum Fees</u>	<u>= \$3,750.00</u>
Total Fees	= \$8,200.00
<u>Less payments</u>	<u>= \$4,450.00</u>
Balance Due NASD Dispute Resolution	= \$3,750.00

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

ARBITRATION PANEL

John Hansen, Esq.	-	Public Arbitrator, Presiding Chairperson
Winthrop G. Dow, Jr.	-	Public Arbitrator
John Joseph Cotter, J.D.	-	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.

John Hansen
John Hansen, Esq.
Public Arbitrator, Presiding Chairperson

1/29/05
Signature Date

Winthrop G. Dow, Jr.
Public Arbitrator

Signature Date

John Joseph Cotter, J.D.
Non-Public Arbitrator

Signature Date

February 1, 2005

Date of Service (For NASD Dispute Resolution use only)

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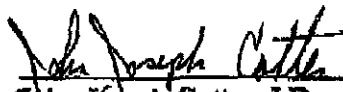
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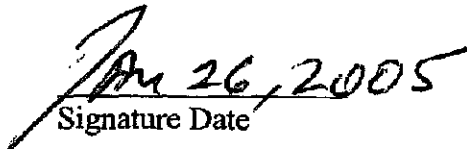
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