

**Award**  
**NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Athena Ploumis (Claimant) v. The Thompson Group, Inc. and Allen L. Thompson  
(Respondents)

Case Number: 03-02370

Hearing Site: New York, New York

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

**REPRESENTATION OF PARTIES**

Claimant Athena Ploumis ("Ploumis") hereinafter referred to as "Claimant": Donovan L. Wickline, Esq., Brooklyn, NY.

Respondents The Thompson Group, Inc. ("TGI") and Allen L. Thompson ("Thompson") hereinafter collectively referred to as "Respondents": Sheryl Anne Zuckerman, Esq., Gusrae, Kaplan & Bruno, PLLC, New York, NY.

**CASE INFORMATION**

Statement of Claim filed on or about: March 31, 2003.

Claimant signed the Uniform Submission Agreement: March 23, 2003.

Joint Statement of Answer filed by Respondents on or about: June 26, 2003.

TGI signed the Uniform Submission Agreement: June 24, 2003.

Thompson signed the Uniform Submission Agreement: June 24, 2003.

**CASE SUMMARY**

Claimant asserted the following causes of action: common law fraud; constructive fraud; breach of contract; negligent misrepresentation; breach of fiduciary duty; unsuitability; and respondeat superior. Claimant's claim involved Sinclair Associates, LP, Grand Court Lifestyles, Inc., and IBF Participating Income Fund.

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

**RELIEF REQUESTED**

Claimant requested compensatory damages in the amount of \$307,285.48, plus interest, costs and disbursements, including reasonable attorneys' fees, and punitive damages in

the amount of \$150,000.00

Respondents requested dismissal of Claimant's claims in their entirety, together with costs, disbursements and attorneys' fees; that all forum fees be assessed against the Claimant, as well as such other and further relief as the Panel deems appropriate.

#### **OTHER ISSUES CONSIDERED AND DECIDED**

Respondents made two motions for partial dismissal. The Panel's initial decision was to reserve decision on both motions. After due consideration, the Panel granted Respondents' motions to dismiss the claims involving Sinclair Associates, LP and Grand Court Lifestyles, Inc. after Claimant's and Respondents' cases were concluded.

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. Respondents are jointly and severally liable for and shall pay to Claimant compensatory damages in the amount of \$140,000.00, plus interest at the rate of 6% per annum beginning thirty (30) days after the date of award through the date the award is paid in full.
2. 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 = \$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, The Thompson Group, Inc. is a party.

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,750.00

**Adjournment Fees**

Adjournments granted during these proceedings for which fees were assessed:

January 20, 21, and 22, 2004 adjournment by Claimant	= \$1,125.00
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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:

Two (2) Pre-hearing sessions with a single arbitrator @ \$450.00	= \$ 900.00
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Pre-hearing conferences:	January 13, 2004	1 session
	February 20, 2004	1 session

Two (2) Pre-hearing sessions with Panel @ \$1,125.00	= \$2,250.00
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Pre-hearing conferences:	September 30, 2003	1 session
	March 4, 2004	1 session

Four (4) Hearing sessions @ \$1,125.00	= \$4,500.00
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Hearing Dates:	March 9, 2004	2 sessions
	March 10, 2004	2 sessions

Total Forum Fees	= \$7,650.00
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1. The Panel has assessed \$3,825.00 of the forum fees against Claimant.
2. The Panel has assessed \$3,825.00 of the forum fees jointly and severally against Respondents.

**Fee Summary**

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
Adjournment Fee	= \$1,125.00
Forum Fees	= \$3,825.00
Total Fees	= \$5,250.00
Less payments	= \$1,425.00
Balance Due NASD Dispute Resolution	= \$3,825.00

2. TGI is solely liable for:

<u>Member Fees</u>	= \$5,200.00
<u>Total Fees</u>	= \$5,200.00
<u>Less payments</u>	= \$5,200.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

3. Respondents are jointly and severally liable for:

<u>Forum Fees</u>	= \$3,825.00
<u>Total Fees</u>	= \$3,825.00
<u>Less payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$3,825.00

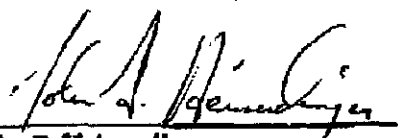
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.
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**ARBITRATION PANEL**

John F. Heimerdinger	-	Public Arbitrator, Presiding Chair
Anthony E. Rapp	-	Public Arbitrator
Steven J. Petric	-	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 F. Heimerdinger  
Public Arbitrator, Presiding Chairperson

  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Anthony E. Rapp  
Public Arbitrator

\_\_\_\_\_  
Signature Date

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Steven J. Petric  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

March 25, 2004

\_\_\_\_\_  
Date of Service (For NASD Dispute Resolution use only)

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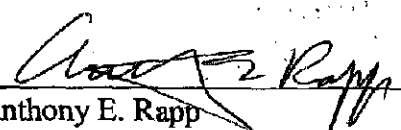
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