
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Michael S. Kuruzovich

Case Number: 04-02916

Name of the Respondent
Sabet Family Trust

Hearing Site: Tampa, Florida

Nature of the Dispute: Associated Person vs. Customer.

REPRESENTATION OF PARTIES

For Michael S. Kuruzovich, hereinafter referred to as "Claimant": Charles E. Scarlett, Esq., Law Offices of Scarlett & Associates, P.A., Boca Raton, Florida.

For Sabet Family Trust, hereinafter referred to as "Respondent": Russell Silvergate, Esq., Dickenson, Murphy, Rex & Sloan, Boca Raton, Florida.

CASE INFORMATION

Joint Statement of Claim to Enforce Settlement Agreement filed on or about: April 6, 2004.

Claimant signed the Uniform Submission Agreement on: April 9, 2004.

Respondent did not file a Statement of Answer or executed Uniform Submission Agreement.

CASE SUMMARY

Respondent filed a Statement of Claim, styled Sabet Family Trust v. Prudential Securities Incorporated and Michael S. Kuruzovich (NASD Dispute Resolution Arbitration No. 01-03585). In February 2002, the parties in NASD Dispute Resolution Arbitration No. 01-03585 entered into a settlement agreement which, in part, provided that "Claimant shall support an application by Broker, in an appropriate NASD proceeding and in a court of competent jurisdiction, seeking an order of expungement for the Broker including, but not limited to, a stipulated arbitration award seeking the expungement of any reference to the claim underlying the Action with the Central Registration Depository (CRD) as to Broker."

RELIEF REQUESTED

The parties requested expungement of all reference to the proceeding styled Sabet Family Trust v. Prudential Securities Incorporated and Michael S. Kuruzovich (NASD Dispute Resolution Arbitration No. 01-03585) from Claimant Kuruzovich's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-09, Claimant Kuruzovich must obtain

confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

OTHER ISSUES CONSIDERED AND DECIDED

On or about May 17, 2004, the parties filed their stipulation wherein the parties: 1) waived their right to file a responsive pleading; 2) waived a hearing; and 3) consented to the appointment of a sole arbitrator by NASD Dispute Resolution.

The parties agreed that the Stipulated Award in this matter may be executed in counterpart copies or that a handwritten, signed Stipulated Award may be entered.

AWARD

After considering the pleadings, the undersigned arbitrator (the "Arbitrator") has decided in full and final resolution of the issues submitted for determination as follows:

The Arbitrator recommends expungement of all references to the proceeding styled Sabet Family Trust v. Prudential Securities Incorporated and Michael S. Kuruzovich (NASD Dispute Resolution Arbitration No. 01-03585) from Claimant Michael Kuruzovich's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notice to Members 99-09, Claimant must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

FEES

Pursuant to the NASD Code of Arbitration Procedure (the "Code"), the following fees are assessed:

Filing Fees

NASD 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 person at the time of the events giving rise to the dispute. Accordingly, Prudential Equity Group, LLC is a member firm and employed the associated person at the time of the events giving rise to the dispute.

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

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournments requested during these proceedings for which fees were assessed.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the panel.

There were no injunctive relief fees assessed during these proceedings.

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:

There were no forum fees incurred during these proceedings.

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.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 250.00
<u>Total Fees</u>	= \$ 250.00
<u>Less payments</u>	= \$ 250.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Prudential Equity Group is solely liable for:

<u>Member Fees</u>	= \$2,250.00
<u>Total Fees</u>	= \$2,250.00
<u>Less payments</u>	= \$2,250.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 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

John L. Lyman

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Sole Public Arbitrator

Arbitrator's Signature

/s/
John L. Lyman
Sole Public Arbitrator

August 4, 2004
Signature Date

August 4, 2004
Date of Service (For NASD Dispute Resolution office use only)

No. 2071 P. 5

8-4-04
Signature Date

Date of Service (For NASD Dispute Resolution office use only)