

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

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In the Matter of the Arbitration Between:

Vassiliki Tolia (Claimant) v. Prudential Equity Group, LLC f/k/a Prudential Securities, Inc.  
(Respondent)

Case Number: 04-04280

Hearing Site: New York, New York

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Nature of the Dispute: Customer vs. Member.

**REPRESENTATION OF PARTIES**

Claimant Vassiliki Tolia hereinafter referred to as "Claimant": Chris Stratakis, Esq., Poles, Tublin, Stratakis, Gonzalez & Weichert, LLP, New York, NY.

Respondent Prudential Equity Group, LLC f/k/a Prudential Securities, Inc. hereinafter referred to as "Respondent": Mark G. Vaughan, Esq., Law Offices of Joseph D'Elia, Esq., Huntington, NY.

**CASE INFORMATION**

Statement of Claim filed on or about: June 15, 2004.

Claimant signed the Uniform Submission Agreement: June 30, 2004.

Statement of Answer and Motion to Dismiss filed by Respondent on or about: September 21, 2004.

Respondent signed the Uniform Submission Agreement: August 24, 2004.

**CASE SUMMARY**

Claimant asserted the following cause of action: unauthorized transfer of assets. The cause of action does not relate to any type of security or product.

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

**RELIEF REQUESTED**

Claimant requested compensatory damages in the amount of \$100,941.08; interest; and costs.

Respondent requested that the Panel dismiss the Claimant's claim and that Claimant be required

to pay all applicable costs and fees.

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

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.

During the hearing, Respondent made a Motion to Dismiss based on expiration of the Statute of Limitations under Florida law. After due deliberations, the Panel decided to deny the Motion. The Panel decided that New York is the proper state of jurisdiction and that the Statute of Limitations had not expired under New York law.

### **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 claim is dismissed in its entirety.
2. Any and all relief not specifically addressed herein 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
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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 f/k/a Prudential 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 a single arbitrator @ \$450.00	= \$ 450.00
Pre-hearing conference: December 21, 2004 1 session	

One (1) Pre-hearing session with Panel @ \$1,125.00 = \$1,125.00  
Pre-hearing conference: November 12, 2004 1 session

Three (3) Hearing sessions @ \$1,125.00 = \$3,375.00  
Hearing Dates: April 5, 2005 1 sessions  
April 18, 2005 2 sessions

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Total Forum Fees = \$4,950.00

1. The Panel has assessed \$2,475.00 of the forum fees against Claimant.
2. The Panel has assessed \$2,475.00 of the forum fees against Respondent.

**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. Claimant requested copies of the hearing tapes = \$ 60.00

**Fee Summary**

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
Administrative Costs	= \$ 60.00
<u>Forum Fees</u>	<u>= \$ 2,475.00</u>
Total Fees	= \$ 2,835.00
<u>Less payments</u>	<u>= \$ 1,485.00</u>
Balance Due NASD Dispute Resolution	= \$ 1,350.00

2. Respondent is solely liable for:

Member Fees	= \$ 5,200.00
<u>Forum Fees</u>	<u>= \$ 2,475.00</u>
Total Fees	= \$ 7,675.00
<u>Less payments</u>	<u>= \$ 5,200.00</u>
Balance Due NASD Dispute Resolution	= \$ 2,475.00

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

ARBITRATION PANEL

Marc T. Danon, Esq.	-	Public Arbitrator, Presiding Chairperson
Diane Ciccone, Esq.	-	Public Arbitrator
Matthew H. Frank	-	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.



Marc T. Danon, Esq.  
Public Arbitrator, Presiding Chairperson

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

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Diane Ciccone, Esq.  
Public Arbitrator

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

\_\_\_\_\_  
Matthew H. Frank  
Non-Public Arbitrator

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Signature Date

June 30, 2005  
Date of Service (For NASD Dispute Resolution use only)

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Signature Date

Matthew H. Frank  
Matthew H. Frank  
Non-Public Arbitrator

6/28/05  
Signature Date

June 30, 2005  
Date of Service (For NASD Dispute Resolution use only)