

NASD DISPUTE RESOLUTION AWARD
NASD DISPUTE RESOLUTION

CASE: 04-07753

Ryan Beck & Co. (Claimant) v. Gus Lambropoulos (Respondent)

ATTORNEYS:

For Claimant Ryan Beck & Co. ("Claimant") appeared Jeffrey B. Cohen, Esq., in-house counsel, Ryan Beck & Co., Livingston, NJ.

Respondent Gus Lambropoulos ("Respondent") did not file a Statement of Answer in this matter.

NATURE OF DISPUTE: Member vs. Customer.

DATE FILED: November 5, 2004.

CASE SUMMARY: Claimant alleged that Respondent purchased 1,000 shares of JDS Uniphase on August 6, 2001. Claimant further alleged that the check received to pay for the purchase was returned due to "insufficient funds". Claimant maintained that Respondent has failed to pay for the debit balance in his account.

Claim Data

Claim: \$2,846.31
Interest: Unspecified
Attorney Fees: Unspecified
Filing Fees: Unspecified
Other: Unspecified

Award Data

Award: \$2,846.31
Interest: 5.999% fr. 8/1/04-5/31/05
Attorney Fees: \$475.00
Filing Fees: \$525.00
Other: \$0.00

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) Respondent is liable for and shall pay Claimant \$2,846.31. 2) Respondent is liable for and shall pay Claimant interest at the rate of 5.999% from August 1, 2004 through May 31, 2005. 3) Respondent is liable for and shall pay Claimant attorney fees in the amount of \$475.00 according to Claimant's request. 4) All other relief requests are denied. 5) NASD Dispute Resolution shall retain the \$525.00 filing fee that the Claimant deposited previously. 6) Respondent is liable and shall pay Claimant \$525.00 as reimbursement of the filing fee.

OTHER FEES: Pursuant to Rule 10333 of the Code, Claimant has paid to NASD Dispute Resolution the \$200.00 Member Surcharge previously invoiced.

OTHER ISSUES: Pursuant to the By-Laws of NASD Dispute Resolution, the arbitrator determined that Respondent was served notice of the Statement of Claim and Notification of Arbitrator by regular mail, and Overdue Notice by certified mail, and is therefore bound by the arbitrator's ruling and determination.

Stephen C. Esposito, Esq. - Sole Public Arbitrator

AFFIRMATION

I, Stephen C. Esposito, Esq., do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.



Stephen C. Esposito, Esq.

May 9, 2005
Signature Date

June 2, 2005

Date of Service (For NASD-DR office use only)