
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Maureen M. Toon, Individually
and as Trustee for the
Maureen M. Toon Trust

Case Number: 05-03509

Name of the Respondent
PNC Brokerage Corp.

Hearing Site: Tampa, Florida

Nature of the Dispute: Customer vs. Member.

REPRESENTATION OF PARTIES

For Maureen M. Toon, Individually and as Trustee for the Maureen M. Toon Trust, hereinafter referred to as "Claimant": Philip J. Snyderburn, Esq., Snyderburn, Rishoi & Swann, Maitland, Florida.

For PNC Brokerage Corp. ("PNC"), hereinafter referred to as "Respondent": Brian A. Carlis, Esq., Stark & Stark, PC, Lawrenceville, New Jersey.

CASE INFORMATION

Statement of Claim filed on or about: July 11, 2005.

Claimant signed the Uniform Submission Agreement: June 29, 2005.

Statement of Answer filed by Respondent on or about: October 11, 2005.

Respondent signed the Uniform Submission Agreement: October 10, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: 1) fraudulent inducement; 2) breach of fiduciary duty; 3) negligence; and 4) breach of contract. The causes of action relate to Claimant's investments in mutual funds, including but not limited to, Blackrock Index Equity, Blackrock Cap Growth Equity, Blackrock International Small Cap Equity and Blackrock Low Duration.

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: 1) compensatory damages in the amount of \$152,071.00; 2) interest; 3) costs; and 4) punitive damages.

Respondent requested: 1) that the Statement of Claim be dismissed, with prejudice; 2) reasonable costs and expenses, including attorneys' fees and cost of this suit; and 3) such further relief as the undersigned arbitrators (the "Panel") deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

The parties 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, 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 is liable on the claim of negligence and shall pay to Claimant compensatory damages in the amount of \$25,000.00 plus pre-award interest at the Florida statutory rate from September 1, 2002 until the date of this Award.
2. Respondent is liable and shall pay to Claimant costs of \$559.08.
3. Respondent is liable and shall pay to Claimant the sum of \$300.00 representing reimbursement of the claim filing fee previously paid by Claimant to NASD Dispute Resolution.
4. Any and all claims for relief not specifically addressed herein, including Claimant's request for punitive damages, are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Respondent is a party and a member firm.

Member surcharge	= \$ 1,700.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$ 2,750.00</u>
Total Member Fees	= \$ 5,200.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournment fees assessed during these proceedings.

Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

There were no three-day cancellation fees assessed during these proceedings.

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 arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with the Panel @ \$1,125.00/session	= \$ 1,125.00
Pre-hearing conference: November 16, 2005	1 session

Four (4) Hearing sessions with the Panel @ \$1,125.00/session	= \$ 4,500.00
Hearing Dates: May 31, 2006	2 sessions
June 1, 2006	2 sessions

Total Forum Fees	= \$ 5,625.00
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The Panel has assessed the total forum fees of \$5,625.00 to 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.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$	300.00
Total Fees	= \$	300.00
Less payments	= \$	300.00
Balance Due NASD Dispute Resolution	= \$	0.00

Respondent is solely liable for:

Member Fees	= \$	5,200.00
Forum Fees	= \$	5,625.00
Total Fees	= \$	10,825.00
Less payments	= \$	5,200.00
Balance Due NASD Dispute Resolution	= \$	5,625.00

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

ARBITRATION PANEL

<i>Edith N. Dinneen, Esq.</i>	-	<i>Public Arbitrator, Presiding Chairperson</i>
<i>Don Muyskens, Esq.</i>	-	<i>Public Arbitrator</i>
<i>Lawrence Zenville Rosenberg, CFP</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

 /s/
Edith N. Dinneen, Esq.
Public Arbitrator, Presiding Chairperson

June 2, 2006
Signature Date

/s/
Don Muyskens, Esq.
Public Arbitrator

June 2, 2006
Signature Date

 /s/
Lawrence Zenville Rosenberg, CFP
Non-Public Arbitrator

June 5, 2006
Signature Date

June 5, 2006
Date of Service (For NASD Dispute Resolution office use only)

Jun. 2. 2006 4:16PM NASD

No. 2513 4. 5. 6

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Don Muyskens, Esq.	-	Public Arbitrator
Lawrence Zenville Rosenberg, CFP	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Edith N. Dinneen, Esq.
Public Arbitrator, Presiding Chairperson


Signature Date

Jun. 2. 2006 4:19PM NASD

No. 2519 P. 6/6

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Lawrence Zervilla Rosenberg, CFP
Non-Public Arbitrator

Signature Date

6/5/2006

Signature Date

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

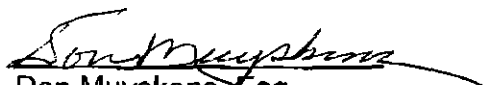
Laurence Zervilla Rosenberg, CFP


6/5/2006

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Don Muyskens, Esq.
Public Arbitrator


Signature Date

Lawrence Zenville Rosenberg, CFP
Non-Public Arbitrator

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