

**Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Murray Goldfinger (Claimant) vs. Wachovia Securities, LLC (Respondent)

Case Number: 05-05679

Hearing Site: New York, New York

Nature of the Dispute: Customer vs. Member.

REPRESENTATION OF PARTIES

Claimant Murray Goldfinger hereinafter referred to as "Claimant": Benjamin Lapin, Stock Market Recovery Consultants, Inc., Brooklyn, NY.

Respondent Wachovia Securities, LLC hereinafter referred to as "Respondent": Joshua N. Cook, Esq., Michaels & Ward, LLP, Boston, MA.

CASE INFORMATION

Statement of Claim filed on or about: November 7, 2005.

Claimant signed the Uniform Submission Agreement: October 31, 2005.

Statement of Answer and Motion to Dismiss filed by Respondent on or about: December 30, 2005.

Respondent signed the Uniform Submission Agreement: December 1, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: fraud, breach of fiduciary duty, breach of the covenants of good faith and fair dealing, negligent supervision, breach of conduct and suitability. The causes of action relate to purchases of the Eaton Vance Muni Fund.

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 of no less than \$57,489.71, pre-judgment interest at the statutory rate of 6% per annum until the issuance of the award, post-judgment interest at the rate of 10% per annum until payment of the award, reimbursement of filing and hearing fees and costs.

Respondent requested the Panel dismiss the Statement of Claim in its entirety and award costs and further relief as is just and proper.

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.

AWARD

After considering the pleadings, the testimony and evidence presented, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's claims are dismissed in their entirety without prejudice.
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	= \$ 225.00
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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, Wachovia Securities, LLC is a party.

Member surcharge	= \$1,100.00
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Pre-hearing process fee	= \$ 750.00
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Hearing process fee	= \$1,700.00
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Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. 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 Panel @ \$750.00	= \$1,500.00
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Pre-hearing conferences: February 27, 2006 1 session	
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May 15, 2006 1 session	
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Total Forum Fees	= \$1,500.00
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1. The Panel waived the forum fees in this matter.

Fee Summary

1. Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 225.00
<u>Total Fees</u>	= \$ 225.00
<u>Less payments</u>	= \$ 975.00
<u>Refund Due Claimant</u>	= \$ 750.00

2. Respondent is solely liable for:

<u>Member Fees</u>	= \$3,550.00
<u>Total Fees</u>	= \$3,550.00
<u>Less payments</u>	= \$3,550.00
<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

Stephanie Michelle Whidden	-	Public Arbitrator, Presiding Chairperson
Jordan Roy Nelson, PhD	-	Public Arbitrator
Joan Seewald Brodsky	-	Non-Public Arbitrator

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, which is my award.

Concurring Arbitrators' Signatures



Stephanie Michelle Whidden
Public Arbitrator, Presiding Chairperson

5/24/06

Signature Date

Jordan Roy Nelson, PhD
Public Arbitrator

Signature Date

Joan Seewald Brodsky
Non-Public Arbitrator

Signature Date

May 25, 2006

Date of Service (For NASD Dispute Resolution use only)

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Non-Public Arbitrator

5/25/06
Signature Date

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