

Award
NASD Regulation, Inc.

In the Matter of the Arbitration Between:

Frank P. DiLollo, III, (Claimant) vs. Prudential Securities Inc., Arthur Snyder, and Andrew Compton, (Respondents)

Case Number: 99-03059

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Frank P. DiLollo, III ("DiLollo"), hereinafter referred to as "Claimant": Lawrence T. Neher, Esq., Berkowitz, Lichtstein, Kuritsky, Giasullo & Gross, LLC, West Orange, NJ.

Respondents, Prudential Securities Inc. ("Prudential"), Arthur Snyder ("Snyder"), and Andrew Compton ("Compton"), hereinafter collectively referred to as "Respondents": Charles B. LaChaussee, Esq., First Vice President, Prudential Securities Inc., New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: July 1, 1999.

Claimant signed the Uniform Submission Agreement: June 30, 1999.

Statement of Answer filed by Respondents on or about: September 9, 1999.

Prudential signed the Uniform Submission Agreement: September 1, 1999.

Snyder signed the Uniform Submission Agreement: September 8, 1999.

Compton signed the Uniform Submission Agreement: September 8, 1999.

CASE SUMMARY

Claimant asserted the following causes of action: breach of contract; common law fraud; breach of fiduciary duty; negligence and gross negligence; unjust enrichment; and violations of the New Jersey Uniform Securities Law.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted the following defenses: Claimant authorized, accepted, and/or ratified each of the transactions of which he now complains; Claimant's account was handled properly and in accordance with the "Know Your Customer" Rule of the New York Stock Exchange and the "suitability rule" of the National Association of Securities Dealers, Inc., as well as other applicable rules and regulations; Claimant's account was invested in accordance with his investment objectives; any losses sustained by Claimant are attributable

to market conditions and to his investment decisions, not to any action or inaction on Respondents' part; Claimant has failed to state a claim upon which relief may be granted; Claimant failed to mitigate damages; no basis whatsoever exists for any claim for punitive damages or attorneys' fees in this proceeding; Claimant was responsible for making all decisions, at all times mentioned in the Statement of Claim, concerning whether or not to purchase or sell securities; and the risk of Claimant's alleged damages were expressly assumed by him upon entering into the transaction complained of.

RELIEF REQUESTED

Claimant requested compensatory damages in the approximate amount of \$200,000.00; benefit of the bargain damages; prejudgment interest at the legal rate from the date of purchase; attorneys' fees; costs; punitive damages; the commissions (and interest thereon) that Respondents received from the transactions at issue; and, such other relief as is deemed proper and necessary.

Respondents requested that Claimant's claims be dismissed in their entirety and that costs be awarded in Respondents' favor.

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 at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's claims be and hereby are denied in their entirety.
2. Upon confirmation of this Award by a court of competent jurisdiction, NASD Regulation, Inc. shall expunge all references to this arbitration from the permanent CRD records of Respondents Snyder and Compton.
3. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Regulation, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee = \$ 300.00

The Panel has assessed the Initial claim filing fee against Prudential.

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. In this matter, Prudential Securities Inc. is a party.

Member surcharge = \$1,500.00

Pre-hearing process fee = \$ 600.00

Hearing process fee = \$2,500.00

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing 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 Panel x \$1,125.00 = \$1,125.00

Pre-hearing conference: February 8, 2000 1 session

Five (5) Hearing sessions x \$1,125.00 = \$5,625.00

Hearing Dates: May 9, 2000 2 sessions

May 10, 2000 2 sessions

May 12, 2000 1 session

Total Forum Fees = \$6,750.00

The Panel has assessed all of the forum fees against Prudential.

Fee Summary

1. Claimant be and hereby is solely liable for:

Total Fees	= \$ 0.00
<u>Less payments</u>	= \$ 1,425.00
Refund Due Claimant	= \$ 1,425.00

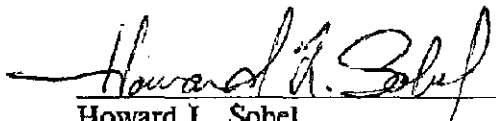
2. Prudential be and hereby is solely liable for:

Initial Filing Fee	= \$ 300.00
Member Fees	= \$ 4,600.00
<u>Forum Fees</u>	= \$ 6,750.00
Total Fees	= \$11,650.00
<u>Less payments</u>	= \$ 4,600.00
Balance Due NASD Regulation, Inc.	= \$ 7,050.00

All balances are due and payable to NASD Regulation, Inc.

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.


Howard L. Sobel
Public Arbitrator, Presiding Chair

6/14/2000
Signature Date

Samuel B. Folsom
Public Arbitrator

Signature Date

James E. Howard
Industry Arbitrator

Signature Date

June 21, 2000
Date of Service (For NASD office use only)

Concurring Arbitrators' Signatures

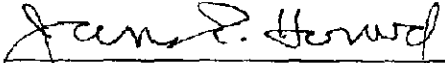
I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

Howard L. Sobel
Public Arbitrator, Presiding Chair

Signature Date

Samuel B. Folsom
Public Arbitrator

Signature Date


James E. Howard
Industry Arbitrator

6/15/00
Signature Date

June 21, 2000
Date of Service (For NASD office use only)