

**Award**  
**NASD Dispute Resolution, Inc.**

In the Matter of the Arbitration Between

Name of Claimant

Bernard Elinoff

vs.

Case No. 99-03162

Name of Respondent

Kevin J. Ruggiero

**REPRESENTATION OF PARTIES**

Claimant, Bernard Elinoff, hereinafter referred to as "Claimant": Steven D. Irwin, Esq., Markel, Schafer & Goldman, Pittsburgh, Pennsylvania

Respondent, Kevin J. Ruggiero, hereinafter referred to as "Respondent" did not appear.

**CASE INFORMATION**

Statement of Claim filed on or about: July 12, 1999

Claimant signed the Uniform Submission Agreement: June 28, 1999

Respondent did not file a Statement of Answer nor submit an executed agreement to arbitrate.

**CASE SUMMARY**

Claimant asserted the following causes of action: violation of Section 10(b) and Rule 10b-5; fraud; unauthorized trading; breach of fiduciary duty; breach of written contract; and negligence. The causes of action relate to the transactions involving Maid Aide and Persona Records.

Respondent did not file a response to the claims asserted.

**RELIEF REQUESTED**

Claimant requested:

Compensatory Damages	\$139,477.50
Punitive Damages	Amount Not Specified
Interest	Amount Not Specified
Attorneys' Fees	Amount Not Specified
Other Costs	Amount Not Specified

Respondent did not request relief.

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

Upon review of the file and the representations made by/on behalf of the Claimant, the undersigned arbitrators (the "Panel") determined that Respondent has been properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without said Respondent present, in accordance with the NASD-DR Code of Arbitration Procedure (the "Code").

Respondent did not file with the NASD Dispute Resolution, Inc. a properly executed submission to arbitration but is required to submit to arbitration pursuant to the Code and is bound by the determination of the Panel on all issues submitted.

The Panel considered Claimant's motion that the claims be decided on the documentary evidence presented, and Respondent's lack of objection thereto, and granted the motion.

### **AWARD**

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

1. That Respondent Ruggiero is liable to and shall pay to Claimant \$131,927.50, plus six percent (6%) interest from October 27, 2000 until paid; and
2. That each party is liable for their own costs and expenses, including attorneys' fees, with the exception of forum fees as specified below; and
3. That 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, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$300
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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. In this matter, the member firms are the Respondent's former firms.

Member surcharge	= \$1,500
Pre-hearing process fee	= \$600
Hearing process fee	= \$2,500

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

1 Pre-hearing session with Panel x \$1,125 = \$1,125  
Pre-hearing conference: April 11, 2000 1 session

Total Forum Fees = \$1,125

The Panel assessed \$562.50 of the forum fees to Claimant.  
The Panel assessed \$562.50 of the forum fees to Respondent.

**Fee Summary**

Claimant is solely liable for:

Initial Filing Fee	= \$300.00
Forum Fees	= <u>\$562.50</u>
Total Fees	= \$862.50
Less payments	= <u>\$1,425.00</u>
Balance to be refunded to Claimant	= \$562.50

JW Genesis Clearing Corp. is solely liable for:

Member Fees	= \$4,600
Total Fees	= \$4,600
Less payments	= \$4,600
Balance Due NASD Dispute Resolution, Inc.	= \$ -0-

Baxter Banks & Smith, Ltd. is solely liable for:

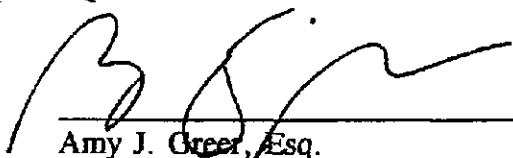
Member Fees	= \$4,600
Total Fees	= \$4,600
Less payments	= \$1,034
Balance Due NASD Dispute Resolution, Inc.	= \$3,566

Respondent Ruggiero is solely liable for:

Forum Fees	= \$562.50
Balance Due NASD Dispute Resolution, Inc.	= \$562.50

All balances are due and payable to NASD Dispute Resolution, Inc.

**CONCURRING ARBITRATORS' SIGNATURES**



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Amy J. Greer, Esq.  
Public Arbitrator, Presiding Chairman

11-3-00

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Date Signed

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Beth Rackley Hesselton  
Public Arbitrator

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Date Signed

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John H. Ewing, Jr.  
Industry Arbitrator

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Date Signed

November 8, 2000

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

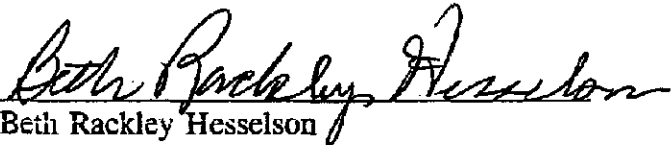
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Amy J. Greer, Esq.  
Public Arbitrator, Presiding Chairman

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Date Signed



Beth Rackley Hesselton  
Public Arbitrator

11-4-00

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Date Signed

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John H. Ewing, Jr.  
Industry Arbitrator

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Date Signed

November 8, 2000

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

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Amy J. Greer, Esq.  
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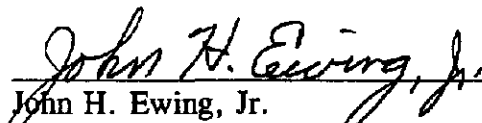
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Beth Rackley Hesselson  
Public Arbitrator

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John H. Ewing, Jr.  
Industry Arbitrator

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11-3-2000  
Date Signed

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