

Stipulated Award
NASD Dispute Resolution, Inc.

Not on any list 7.16.02

In the Matter of the Arbitration Between

Names of Claimants

Jeffrey G. Priskie and Lisa Damon Evans

Case No. 99-04163

Names of Respondents

Prudential Securities, Inc.
Teresa Oliva

REPRESENTATION OF PARTIES

For Jeffrey G. Priskie ("Priskie") and Lisa Damon Evans ("Evans"), hereinafter collectively referred to as "Claimants": Jeffrey Erez, Esq. and Jeffrey R. Sonn, Esq., Mager and Sonn, Fort Lauderdale, Florida.

For Prudential Securities, Inc. ("Prudential") and Teresa Oliva ("Oliva"), hereinafter collectively referred to as "Respondents": Richard L. Martens, Esq. and Donna L. Levy, Esq., Boose Casey Ciklin Lubitz Martens McBane and O'Connell, West Palm Beach, Florida.

CASE INFORMATION

Statement of Claim filed on or about: September 10, 1999.

Claimants signed the Uniform Submission Agreement: August 16, 1999.

Statement of Answer and Counterclaim filed by Respondents on or about: November 22, 1999.

Respondents signed the Uniform Submission Agreements: November 17, 1999.

Statement of Answer to the Counterclaim filed by Claimants on or about : January 15, 2000.

CASE SUMMARY

Claimants asserted the following: Respondent Oliva acted as Claimants' investment advisor and stockbroker at Respondent Prudential. Respondent Oliva recommended an over-concentration in Safeskin stock, made excessive use of margin in Claimants' account, generated large commissions, recommended short term trading in Ascend Comm. and Asyst Tech and recommended that Claimants buy and sell "put options." All of these recommendations were unsuitable for Claimants. Further, Respondent Oliva failed to

execute requested trades. Respondents violated, participated in violations, conspired to violate, aided and abetted violations of, substantially assisted, or are vicariously liable for violations of Florida Statute Section 517.301. Respondents breached their fiduciary duty to Claimants and were negligent in breaching the highest duty of care to Claimants. Respondent Prudential is vicariously liable under the doctrine of respondeat superior and failed to properly supervise Respondent Oliva. Respondents breached their contract with Claimants.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted the following: Claimants were fully aware of and understood the nature, substance, risks and rewards of their investments and were willing to accept those risks and rewards; any alleged losses sustained by Claimants were caused by and arose out of such risks; Claimants' losses were caused by acts, events and/or conditions beyond Respondents' control; Claimants' claims are barred by waiver, ratification and estoppel; Respondents acted in accordance with Claimants' instructions, and in reliance upon their representations, and each transaction was subsequently confirmed; Claimants' losses, if any, were not proximately caused by Respondents; Claimants have failed to mitigate damages incurred after Claimants knew or should have known of any alleged wrongdoing, and any damages to which Claimants may be entitled must be reduced by the amount by which such damages would have been mitigated; Claimants' claims are barred by, or should be reduced by, Claimants' own comparative negligence in the conduct and handling of their securities account; Claimants received confirmations and monthly account statements which, among other things, fully disclosed all relevant information concerning the activity in their account; the handling of Claimants' account was in accordance and in compliance with applicable brokerage industry standards and guidelines and all regulatory requirements; Respondents acted in good faith and did not violate any applicable laws or regulations; no private right of action exists at law for violations of NASD or NYSE rules; and, Respondents did not exercise discretion over Claimants' account and Respondents were, therefore, not in a fiduciary relationship with Claimants. Respondent Prudential asserted a counterclaim which alleged that Claimants' account had a debit balance which has remained unpaid.

Claimants contest Respondents' claims and asserted that Respondents' claim is barred by the doctrine of first breach; Respondents are estopped from their claim pursuant to a margin agreement between the parties; any amounts owed to Respondents by Claimants should be set off by the amount owed to Claimants; Claimants' debit balance was incurred due to the fraudulent conduct of Respondents; Respondents acted negligently in the rendering of financial advice to Claimants and caused Claimants to incur the debit balance; Respondents breached the duties of good faith and fair dealing implied in their contract with Claimants by providing financial advice designed to enrich Respondents to the detriment of Claimants; Respondents breached their fiduciary duty to Claimants; and, Respondents' claim is barred by the doctrine of unclean hands.

RELIEF REQUESTED

Claimants requested compensatory damages of \$575,000.00, plus interest, attorneys' fees and a dismissal of the counterclaim.

Respondents requested that the claim be dismissed in its entirety with prejudice, that Claimants be required to reimburse Respondents for defense costs and that all references to this matter be expunged from the Central Registration Depository ("CRD") record of Teresa Oliva. In its counterclaim Respondent Prudential requested compensatory damages of \$29,157.07, plus interest, costs and attorneys' fees.

OTHER ISSUES CONSIDERED AND DECIDED

The parties have agreed that the Stipulated Award in this matter may be executed in counterpart copies or that a handwritten, signed Stipulated Award may be entered.

On or about October 6, 2000, Claimants informed NASD Dispute Resolution, Inc. that the matter had been settled. Thereafter, on December 15, 2000, a Stipulation to Dismiss All Claims and Expunge the Registered Representative's Record was filed with NASD Dispute Resolution, Inc.

AWARD

After considering the pleadings, and the Stipulation to Dismiss and Expunge Registered Representative's Record submitted by the parties, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

Claimants' withdrawal of their claims is accepted and all claims against Respondents are dismissed, with prejudice.

Respondents' withdrawal of their claims is accepted and all claims against Claimants are dismissed, with prejudice.

Said dismissals shall be a bar to the bringing of any action based on or including the claims for which this action has been or could have been brought against Respondents by the Claimants, and against Claimants by Respondents.

The Panel recommends the expungement of all references to the above-captioned arbitration proceeding from Respondent Teresa Oliva's CRD record with the understanding that pursuant to NASD Notice to Members 99-09, Respondent Oliva must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Each party shall bear their respective costs, including attorneys' fees.

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 = \$375.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firms that employed the associated persons at the time of the events giving rise to the dispute. In this matter, the member firm is a party.

Member surcharge = \$2,000.00
Pre-hearing process fee = \$ 600.00
Hearing process fee = \$3,500.00

Adjournment Fees

No adjournments were requested during these proceedings.

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 a single arbitrator x \$450.00 = \$ 450.00
Pre-hearing conference: October 20, 2000 1 session

One (1) Pre-hearing session with Panel x \$1,200.00 = \$1,200.00
Pre-hearing conference: March 14, 2000 1 session

Total Forum Fees = \$1,650.00

The Panel has assessed \$825.00 of the forum fees jointly and severally to Claimants Priskie and Evans.

The Panel has assessed \$825.00 of the forum fees jointly and severally to Respondents Prudential and Oliva.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services including, but not limited to, additional copies of arbitrator awards beyond those provided without charge, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred during these proceedings.

Fee Summary

Claimants be and hereby are jointly and severally solely liable for:

Initial Filing Fee	= \$ 375.00
Forum Fees	= <u>\$ 825.00</u>
Total Fees	= \$1,200.00
Less payments	= <u>\$1,200.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

Respondent Prudential be and hereby is solely liable for:

Counterclaim filing fee	= \$1,000.00
Member Fees	= <u>\$6,100.00</u>
Total Fees	= \$7,100.00
Less payments	= <u>\$7,100.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

Respondents Prudential and Oliva be and hereby are jointly and severally liable for:

Forum Fees	= <u>\$ 825.00</u>
Total Fees	= \$ 825.00
Less payments	= <u>\$ 350.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 375.00

All balances are payable to NASD Dispute Resolution, Inc. and are due immediately upon receipt of the Award by the parties.

Concurring Arbitrators' Signatures

/s/
W. James Geiger, Esq.
Public Arbitrator, Presiding Chair

Signature Date

/s/
Alfred Fingerman
Public Arbitrator

Signature Date

/s/
Dominic P. Romano
Industry Arbitrator

Signature Date

March 15, 2001
Date of Service (For NASD-DR office use only)

FEB 15 2001

FL ARBITRATION

Fee Summary

Claimants be and hereby are jointly and severally solely liable for:

Initial Filing Fee	= \$ 375.00
Forum Fees	= \$ 825.00
Total Fees	= \$1,200.00
Less payments	= <u>\$1,200.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

Respondent Prudential be and hereby is solely liable for:


Counterclaim filing fee	= \$1,000.00
Member Fees	= <u>\$6,100.00</u>
Total Fees	= \$7,100.00
Less payments	= <u>\$7,100.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

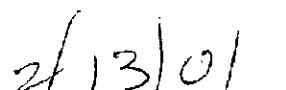
Respondents Prudential and Oliva be and hereby are jointly and severally liable for:

Forum Fees	= <u>\$ 825.00</u>
Total Fees	= \$ 825.00
Less payments	= <u>\$ 350.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 375.00

All balances are payable to NASD Dispute Resolution, Inc. and are due immediately upon receipt of the Award by the parties.

Concurring Arbitrators' Signatures


W. James Geiger, Esq.
Public Arbitrator, Presiding Chair


Signature Date

Alfred Fingerman
Public Arbitrator

Signature Date

Fee Summary

Claimants be and hereby are jointly and severally solely liable for:

Initial Filing Fee	= \$ 375.00
Forum Fees	= \$ 825.00
Total Fees	= \$1,200.00
Less payments	= \$1,200.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

Respondent Prudential be and hereby is solely liable for:

Counterclaim filing fee	= \$1,000.00
Member Fees	= \$6,100.00
Total Fees	= \$7,100.00
Less payments	= \$7,100.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

Respondents Prudential and Oliva be and hereby are jointly and severally liable for:

Forum Fees	= \$ 825.00
Total Fees	= \$ 825.00
Less payments	= \$ 350.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 375.00

All balances are payable to NASD Dispute Resolution, Inc. and are due immediately upon receipt of the Award by the parties.

Concurring Arbitrators' Signatures

W. James Geiger, Esq.
Public Arbitrator, Presiding Chair

Signature Date



Alfred Fingerhman
Public Arbitrator



Signature Date



Dominic P. Romano

Industry Arbitrator

February 19, 2001
Signature Date

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