

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

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**In the Matter of the Arbitration Between:**

**Tucker Anthony Incorporated. (Claimant) vs. Joseph J. Aliotta (Respondent)**

**Case Number: 99-05084**

**Hearing Site: New York, New York**

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**REPRESENTATION OF PARTIES**

**Claimant.** Tucker Anthony Incorporated, hereinafter referred to as "Claimant": Karl L. Marquardt, Esq., Bressler, Amery & Ross, P.C., New York, NY,

**Respondent.** Joseph Aliotta, hereinafter referred to as "Respondent", did not make an appearance in this matter.

**CASE INFORMATION**

**Statement of Claim filed on or about:** November 9, 1999.

**Claimant signed the Uniform Submission Agreement:** November 8, 1999

**Respondent did not file a Statement of Answer or sign the Uniform Submission Agreement**

**CASE SUMMARY**

**Claimant asserted the following causes of action: breach of contract and failure to repay promissory note.**

**RELIEF REQUESTED**

**Claimant requested compensatory damages in the amount of \$60,000.00, plus interest at the Broker Call Rate, attorney's fees, costs, and such other and further relief as the panel deems appropriate.**

**OTHER ISSUES CONSIDERED AND DECIDED**

**Upon review of the file and the representations made on behalf of the Claimant, the undersigned (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 Code of Arbitration Procedure (the "Code").**

Respondent did not file with 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 parties have agreed that the Award in this matter may be executed in counterpart copier 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 be and hereby is liable for and shall pay to Claimant the sum of \$60,000.00 as compensatory damages, plus interest at the rate of 6% accruing from June 1, 1999 until payment is made.

2. All other requests for relief are hereby denied.

### **FEES**

Pursuant to the Code, the following fee; art. assessed:

#### **Filing Fees**

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

Initial claim filing fee = \$ 1,000.00

#### **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 event giving rise to the dispute. In this matter, Tucker Anthony Incorporated is a party.

Member surcharge = \$ 1,000.00

Pre-hearing process fee = \$ 600.00

Hearing process fee = \$ 1,500.00

### **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 \$ 750.00	= \$ 750.00
Pre-hearing conference: November 1, 2000 1 session	
One (1) Hearing session x \$ 750.00	= \$ 750.00
Hearing Date: December 14, 2000 1 session	
Total Forum Fees	= \$ 1,500.00

1. The Panel has assessed \$ 750.00 of the forum fees against Claimant.
2. The Panel has assessed \$ 750.00 of the forum fees against Respondent

### **Fee Summary**

1. Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$ 1,000.00
Member Fees	= \$ 3,100.00
Forum Fees	= \$ 750.00
Total Fees	= \$ 4,850.00
Less payments	= \$ 3,350.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 1,500.00
2. Respondent be and hereby is solely liable for:

Forum Fees	= \$ 750.00
Total Fees	= \$ 750.00
Less payments	= 0.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 750.00

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



Michael Todd Clements  
Industry Arbitrator, Presiding Chair

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Signature Date

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Gerald Goldsmith  
Industry Arbitrator

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Signature Date

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David Denison  
Industry Arbitrator

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Signature Date

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David Denison  
Industry Arbitrator

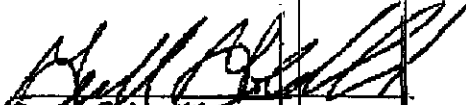
JANUARY 11, 2001  
Date of Service (For NASD office use only)

\_\_\_\_\_  
Date of Service (For NASD)

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.

Michael Todd Clements  
Industry Arbitrator, Presiding Chair



Gerald Goldsmith  
Industry Arbitrator

David Denison  
Industry Arbitrator

JANUARY 11, 2001

Date of Service (For NASD office use only)

Signature Date

1-09-01  
Signature Date

Signature Date

David Denison  
Industry Arbitrator

JANUARY 11, 2001

Date of Service (For NASD office use only)

To: Avi Rosenfeld  
From: David Denison

NASD Dispute Resolution, Inc.

Arbitration No. 99-05084

Award Page 6

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Industry Arbitrator, Presiding Chair

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Signature Date

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Oerald Goldsmith  
Industry Arbitrator

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Signature Date

David Denison  
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David Denison  
Industry Arbitrator

1/10/01  
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Signature Date

David Denison  
\_\_\_\_\_  
David Denison  
Industry Arbitrator

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