

**Award
NASD**

In the Matter of the Arbitration Between:

Name of the Claimant
Clarence B. Weil

Case Number: 00-01066

Name of the Respondent
Prudential Securities, Inc.

Hearing Site: Boca Raton, Florida

REPRESENTATION OF PARTIES

For Clarence B. Weil, hereinafter referred to as "Claimant": Orrin R. Beilly, P.A.,
West Palm Beach, Florida.

For Prudential Securities, Inc., hereinafter referred to as "Respondent": Marissa D.
Kelley, Esq., Greenberg Traurig, West Palm Beach, Florida.

CASE INFORMATION

Statement of Claim filed on or about: March 8, 2000.

Order Compelling Arbitration and Closing Case for Administrative Purposes and Prudential
Securities Employment Agreement filed on or about: March 22, 2000.

Reply to Affirmative Defenses filed on or about: June 26, 2000.

Proposed Order on Dispositive Motion filed by Claimant on or about: June 20, 2001.

Response to Dispositive Motion filed by Claimant on or about: December 6, 2001.

Original Transcript of the Deposition of Marc Margolies, Condensed Copy of the Transcript of
Marc Margolies and the Affidavit of Clarence B. Weil filed by Claimant on or about: December
10, 2001.

Affidavit of Clarence B. Weil filed on or about: January 8, 2002

Claimant's Final Argument, Jury Instructions and Verdict Form filed on or about: June 28,
2002.

Claimant signed the Uniform Submission Agreement: March 2, 2000.

Answer and Affirmative Defenses filed by Respondent on or about: June 21, 2000.

Respondent's Dispositive Motion filed on or about: February 9, 2001.

Proposed Order Granting Respondent's Dispositive Motion filed on or about: May 18, 2001.

Copies of Cases Cited in the Proposed Order filed on or about: May 18, 2001.

Copies of Cases Cited in the Dispositive Motion filed on or about: May 18, 2001.

Respondent's Objection to Claimant's Proposed Order on Respondent's Dispositive Motion filed
on or about: June 1, 2001.

Affidavit of Marc Margolies in Support of Respondent's Dispositive Motion filed on or about:
August 22, 2001.

Respondent's Reply in Support of Dispositive Motion filed on or about: December 7, 2001.

Condensed Version of the Transcript of the Deposition of Marc Margolies, Exhibits to the
Deposition and the Affidavit of Clarence B. Weil filed by Respondent on or about: December
12, 2001.

Supplement to Dispositive Motion filed by Respondent on or about: January 22, 2002.
Motion for Reconsideration of Respondent's Dispositive Motion filed on or about: March 8, 2002.
Closing Argument, Jury Instructions and Verdict Form filed by Respondent on or about: June 28, 2002.
Respondent Prudential did not file an executed Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following: Respondent's refusal to hire Claimant was motivated by willful age discrimination on its part in violation of ADEA, 29 U.S.C. Section 630b and Fla. Stat. Section 760.02(7).

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted that Claimant's age had nothing to do with the decision not to hire Claimant. Instead, Claimant was not hired because he did not come within Respondent's objective guidelines for the hiring of financial advisors.

RELIEF REQUESTED

Claimant requested damages in the amount of \$100,000.00 plus attorneys' fees and costs.

Respondent requested that Claimant's claims be dismissed with prejudice.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent did not file with NASD a properly executed submission to arbitration but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and, having answered the claim, appeared and testified at the hearing, is bound by the determination of the Arbitrator on all issues submitted.

On or about February 15, 2002, the Arbitrator issued an order which denied Respondent's Dispositive Motion.

On or about April 19, 2002, the Arbitrator issued an order which denied the Motion for Reconsideration of Respondent's Dispositive Motion.

On or about July 15, 2002, the Arbitrator issued an order which contained the following findings:

Claimant established that he was over the age of 40 in December 1997; that Claimant applied for the job of financial advisor in Respondent's Palm Beach, Florida office in December 1997; that in December 1997, Respondent was accepting applicants for the position of financial advisor in the Prudential Palm Beach, Florida office; that Claimant was qualified to be a financial

advisor, retail sales; that Claimant was rejected by Respondent despite his qualifications for the position; that after Claimant's rejection, the position remained open and Respondent continued to accept applicants for the position; that Respondent's decision not to hire Claimant was not based, in whole or in part, on Prudential's belief (right or wrong) that Claimant had not disclosed to Prudential a bankruptcy that was reported to Respondent by the NASD Central Registration Depository; that Respondent's decision not to hire Claimant was based, in whole or in part, on Respondent's belief (right or wrong) that he did not meet Respondent's hiring standards due to his instability in employment (more than 2 jobs in 5 years); and, that Claimant did not establish by the greater weight of the evidence that Claimant's age, and not Respondent's proffered reason(s) for not hiring Claimant, was a determinative factor in Respondent's decision not to hire Claimant.

The parties have agreed that the Award in this matter may be executed in counterpart copies.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions (if any), the undersigned arbitrator (the "Arbitrator") has decided in full and final resolution of the issues submitted for determination as follows:

The Arbitrator's verdict is for Respondent and Claimant's claims are dismissed with prejudice.

Any and all relief requests not specifically addressed herein are denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD 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(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. In this matter, the member firm is a party.

Member surcharge	= \$1,000.00
Pre-hearing process fee	= \$600.00
Hearing process fee	= \$1,500.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No adjournments were granted in this matter for which fees were assessed.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the Panel.

No injunctive relief fees were incurred in this matter.

Forum Fees and Assessments

The Arbitrator has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

Three Pre-hearing sessions with a single arbitrator @ \$450.00	= \$1,350.00
Pre-hearing conferences: November 28, 2000	1 session
May 7, 2001	1 session
December 10, 2001	1 session
Two Hearing sessions @ \$450.00	= \$900.00
Hearing Dates: June 10, 2002	2 sessions
Total Forum Fees	= \$2,250.00

The Arbitrator has assessed \$1,125.00 of the forum fees to Claimant.

The Arbitrator has assessed \$1,125.00 of the forum fees to Respondent.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred in this matter.

FEE SUMMARY

Claimant is solely liable for:

Initial Filing Fee	= \$225.00
Forum Fees	= \$1,125.00
Total Fees	= \$1,350.00
Less payments	= \$1,350.00
Balance Due NASD	= \$0.00

August 1, 2002
Date of Service (For NASD office use only)

Respondent is solely liable for:

Member Fees = \$3,100.00

Forum Fees = \$1,125.00

Total Fees = \$4,225.00

Less payments = \$3,100.00

Balance Due NASD = \$1,125.00

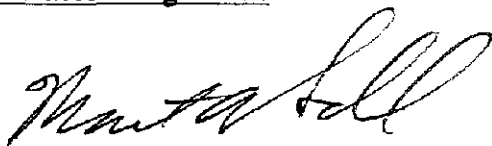
All balances are payable to NASD and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATOR

Martin A. Soll, Esq.

Public Arbitrator, Presiding Chair

Arbitrator's Signature



Martin A. Soll, Esq.
Public Arbitrator, Presiding Chair

7/30/02

Signature Date

Date of Service (For NASD office use only)