

**Award
NASD**

In the Matter of the Arbitration Between:

Name of the Claimant
Morgan Keegan & Company, Inc.

Case Number: 01-00577

Name of the Respondent
Mark Carihfield

Hearing Site: Memphis, TN

REPRESENTATION OF PARTIES

For Morgan Keegan & Company, Inc. ("Morgan"), hereinafter referred to as "Claimant":
Shea O'Brien Hicks, Esq., Tate, Lazarini & Beall, PLC, Memphis, TN.

For Mark Carihfield ("Carihfield"), hereinafter referred to as "Respondent": Scott A.
Kramer, Esq., Borod & Kramer, PC, Memphis, TN.

CASE INFORMATION

Statement of Claim filed on or about: February 5, 2001.

Claimant signed the Uniform Submission Agreement: January 29, 2001.

Statement of Answer filed by Respondent on or about: November 8, 2001.

Respondent did not file an executed Uniform Submission Agreement.

Motion to Dismiss Claim of Violation of Non-Compete Clause and Request for Injunctive Relief
("Motion to Dismiss") filed by Respondent on or about: July 22, 2002.

Response to Motion to Dismiss Claim of Violation of Non-Compete Clause and Request for
Injunctive Relief filed by Claimant on or about: August 6, 2002.

CASE SUMMARY

Claimant asserted the causes of action of breach of employment agreement and failure to pay
sums due pursuant to a promissory note executed by Respondent in favor of Claimant.

Unless specifically admitted in his Answer, Respondent denied the allegations made in the
Statement of Claim and asserted that Claimant constructively discharged Respondent and forced
him to resign.

RELIEF REQUESTED

Claimant requested that Respondent be enjoined from competing with Claimant for a period of
one year from the date of his termination or alternatively that Claimant be awarded the
commissions generated by Respondent in violation of his employment agreement, compensatory
damages of \$140,000.00 plus interest, attorneys' fees, costs, and such other and further relief as
may be appropriate.

Respondent requested dismissal of the Statement of Claim, attorneys' fees, costs, and such other

relief as the undersigned arbitrators (the "Panel") deemed appropriate.

OTHER ISSUES CONSIDERED AND DECIDED

On or about June 6, 2001, the NASD was informed that on May 23, 2001, Respondent Crihfield filed for protection under Chapter 13 of the United States Bankruptcy Code. Accordingly, the arbitration was stayed at that time. Subsequently, on November 6, 2001, the NASD was advised that the automatic stay had been modified by the United States Bankruptcy Court to allow the arbitration to proceed to conclusion.

During the evidentiary hearing, the Panel denied Respondent's Motion to Dismiss.

Respondent Crihfield 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 Panel on all issues submitted.

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

Respondent Crihfield is liable and shall pay to Claimant compensatory damages in the sum of \$49,256.25.

Respondent Crihfield is liable and shall pay to Claimant attorneys' fees in the sum of \$17,928.16 pursuant to the promissory note.

Respondent Crihfield is liable and shall pay to Claimant the sum of \$1,000.00 representing reimbursement of the claim filing fee previously paid by the Claimant to NASD.

Any and all claims for relief not specifically addressed herein, including Claimant's request for injunctive relief, is 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	= \$1,000.00
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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	= \$1,500.00
Pre-hearing process fee	= \$600.00
Hearing process fee	= \$2,500.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No requests for adjournment were filed in this matter.

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 Panel has assessed forum fees for each session conducted. A 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:

One (1) Pre-hearing session with Panel @ \$1,125.00	= \$1,125.00
Pre-hearing conference: May 6, 2002 1 session	
Four (4) Hearing sessions @ \$1,125.00	= \$4,500.00
Hearing Date: August 19, 2002 2 sessions	
August 20, 2002 2 sessions	

Total Forum Fees	= \$5,625.00
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The Panel has assessed the total forum fees of \$5,625.00 to Respondent Cnihfield.

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 = \$1,000.00

Member Fees = \$4,600.00

Total Fees = \$5,600.00

Less payments = \$5,600.00

Balance Due NASD = \$0.00

Respondent Crihfield is solely liable for:

Forum Fees = \$5,625.00

Total Fees = \$5,625.00

Less payments = \$0.00

Balance Due NASD = \$5,625.00

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

ARBITRATION PANEL

Hal F. Lewis	-	Non-Public Arbitrator, Presiding Chair
Eugene R. Katz	-	Non-Public Arbitrator
Jeffrey R. Brown	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

/s/

Hal F. Lewis
Non-Public Arbitrator, Presiding Chair

Signature Date

/s/

Eugene R. Katz
Non-Public Arbitrator

Signature Date

/s/

Jeffrey R. Brown
Non-Public Arbitrator

Signature Date

September 30, 2002

Date of Service (For NASD office use only)

NASD Dispute Resolution
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FEE SUMMARY

Claimant is solely liable for:

Initial Filing Fee	= \$1,000.00
Member Fees	= \$4,600.00

Total Fees	= \$5,600.00
Less payments	= \$5,600.00

Balance Due NASD	= \$0.00
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Respondent Cnihfield is solely liable for:

Forum Fees	= \$5,625.00
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Total Fees	= \$5,625.00
Less payments	= \$0.00


Balance Due NASD	= \$5,625.00
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Eugene R. Katz	-	Non-Public Arbitrator
Jeffrey R. Brown	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Hal F. Lewis
Non-Public Arbitrator, Presiding Chair

9/25/02

Signature Date

Eugene R. Katz
Non-Public Arbitrator

Signature Date

NASD Dispute Resolution
Arbitration No. 01-00577
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FEE SUMMARY

Claimant is solely liable for:

Initial Filing Fee = \$1,000.00
Member Fees = \$4,600.00

Total Fees = \$5,600.00
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Respondent Cnihfield is solely liable for:

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Less payments = \$0.00

Balance Due NASD = \$5,625.00

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ARBITRATION PANEL

Hal F. Lewis	-	Non-Public Arbitrator, Presiding Chair
Eugene R. Katz	-	Non-Public Arbitrator
Jeffrey R. Brown	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Hal F. Lewis
Non-Public Arbitrator, Presiding Chair

Signature Date


Eugene R. Katz
Non-Public Arbitrator

9/30/02
Signature Date

NASD Dispute Resolution
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Jeffrey R. Brown
Non-Public Arbitrator

9-26-02

Signature Date

Date of Service (For NASD office use only)