

## **Stipulated Award**

### **NASD**

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In the Matter of the Arbitration Between:

Lawrence I. Brant, Individually and on behalf of the Lawrence I. Brant Revocable Trust,  
Claimant v. Noble International Investments, Inc. (a/k/a The Noble Financial Group), Jerry  
Perlman and Nico P. Pronk, Respondents

Case Number: 01-3271

Hearing Site: Boca Raton, Florida

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### **REPRESENTATION OF PARTIES**

For Lawrence I. Brant, Individually and on behalf of the Lawrence I. Brant Revocable Trust,  
hereinafter referred to as "Claimant": Darren C. Blum, Esq., Law Offices of Darren C. Blum,  
Plantation, Florida.

For Noble International Investments, Inc. ("NII") (a/k/a The Noble Financial Group), Jerry  
Perlman ("Perlman") and Nico P. Pronk ("Pronk"), hereinafter referred to as "Respondents":  
Lloyd R. Schwed, Esq., Kubicki Draper, West Palm Beach, Florida.

### **CASE INFORMATION**

Statement of Claim filed on or about: June 12, 2001.

Claimant signed the Uniform Submission Agreement: May 20, 2001.

Respondent NII signed the Uniform Submission Agreement on or about: October 30, 2001.

Respondent Perlman signed the Uniform Submission Agreement on or about: October 30, 2001.

Respondent Pronk signed the Uniform Submission Agreement on or about: October 30, 2001.

Respondents' Answer filed on or about: October 30, 2001.

### **CASE SUMMARY**

Claimant alleged the following causes of action: 1) breach of fiduciary duties; 2) breach of contract; 3) fraud; 4) unsuitability; 5) negligent supervision, hiring and retention of employees; 5) violation of Florida Statutes §517; and 6) violations of the Securities Act of 1933 and Securities and Exchange Act of 1934. The causes of action relate to the purchase of numerous technology securities in Claimant's account; however, Claimant relates his claims to investments in securities of:

Adeptec Inc.  
Amplex Corp.  
Diversinet Co.

ADC Telecommunications  
Capital Crossing BK  
Ectel LTD

Sunrise Technologies  
Compuware Corp.  
Hoovers, Inc.

Munder International Peoplesoft Inc.  
Alpnet, Inc.

RIBI Immunochem Resh, Inc.

Multiple Zones Int'l, Inc.  
PSS World Med, Inc.

Unless specifically admitted in their Statement of Answer, Respondents denied the allegations of wrongdoing set forth in Claimant's Statement of Claim and asserted various affirmative defenses.

### **RELIEF REQUESTED**

Claimant requested in his Statement of Claim: 1) \$160,000.00 of compensatory damages, plus interest at the legal rate from the date of purchase or reasonable market return; 2) rescission; 3) attorneys' fees; 4) punitive damages; 5) costs; and 6) such other relief that the Panel deemed just and proper.

Respondents requested: 1) a dismissal of all claims 2) attorneys' fees; 3) costs; and 4) the expungement of all references to the above captioned arbitration from Respondent Perlman's registration records maintained by the NASD Central Registration Depository ("CRD").

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

On or about May 6, 2002, Respondents submitted a request to postpone the final hearing scheduled for August 26, 2002. On or about June 6, 2002, the Panel granted Respondents' request.

On or about November 26, 2001, Claimant filed a notice of dismissal, without prejudice, of Respondent Pronk.

On or about July 18, 2002, the parties informed NASD that all parties had settled this matter. As part of the settlement of this arbitration proceeding, the parties have entered into a stipulation for the dismissal of this action, with prejudice, and the expungement of the registered representative's record.

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

### **AWARD**

After considering the pleadings and the Stipulated Award, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

- 1) All claims against Respondent Pronk are dismissed, without prejudice.

- 2) All claims against Respondents NII and Perlman are dismissed, with prejudice.
- 3) Claimant's withdrawal of his claims is accepted.
- 4) The Panel recommends the expungement of all references to the above captioned arbitration from Respondent Perlman's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notice to Members 99-09, Respondent Perlman must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
- 5) All other relief requested and not expressly granted is denied.

### **FEES**

Pursuant to the NASD Code of Arbitration Procedure (the "Code"), the following fees are assessed:

#### **Filing Fees**

NASD received or will collect the non-refundable filing fees for each claim as follows:

Initial claim filing fee	= \$ 300.00
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#### **Member Fees**

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events that gave rise to the dispute, claim, or controversy. Noble International Investments, Inc. is a party to this dispute and was an NASD member at the time the following fees were assessed:

Member Surcharge	= \$ 1,500.00
<u>Pre-Hearing Process Fee</u>	= \$ 600.00
Total Member Fees	= \$ 2,100.00

#### **Adjournment Fees**

The following adjournment fees are assessed:

August 26, 2002, adjournment requested by Respondents	= \$ 1,125.00
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The Panel has assessed an adjournment fee of \$1,125.00 to Respondent NII.

#### **Forum Fees and Assessments**

The Panel assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Chair/Panel. No hearings were conducted in this matter. As such, no forum fees are assessed.

#### **Administrative Costs**

There were no administrative costs incurred during these proceedings.

## Fee Summary

**Claimant is liable for the following fees and costs:**

Initial Filing Fee	= \$	300.00
Total Fees	= \$	300.00
Less payments	= \$	300.00
Balance Due NASD	= \$	0.00

**Respondent NII is liable for the following fees and costs:**

Adjournment Fee	= \$	1,125.00
<u>Member Fees</u>	= \$	<u>2,100.00</u>
Total Fees	= \$	3,225.00
<u>Less payments</u>	= \$	<u>2,100.00</u>
Balance Due NASD	= \$	1,125.00

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

### ARBITRATION PANEL

<i>Mark J. Berkowitz, Esq.</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Andrew Bartfay</i>	-	<i>Non- Public Arbitrator</i>
<i>James Barry Wright</i>	-	<i>Public Arbitrator</i>

### Concurring Arbitrators' Signatures

/s/  
Mark J. Berkowitz, Esq.  
Chair, Public Arbitrator

Signature Date

/s/  
 \_\_\_\_\_  
 Andrew Bartfay  
 Non-Public Arbitrator

Signature Date

/s/

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James Barry Wright  
Public Arbitrator

Signature Date

August 15, 2002  
Date of Service

NASD Dispute Resolution  
 Arbitration No. 01-3271  
 Award Page 4 of 4

### Fee Summary

Claimant is liable for the following fees and costs:

<u>Initial Filing Fee</u>	= \$	300.00
<u>Total Fees</u>	= \$	300.00
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<u>Balance Due NASD</u>	= \$	0.00

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<i>Andrew Bartfay</i>	-	<i>Non-Public Arbitrator</i>
<i>James Barry Wright</i>	-	<i>Public Arbitrator</i>

### Concurring Arbitrators' Signatures

*Mark J. Berkowitz*  
 Mark J. Berkowitz, Esq.  
 Chair, Public Arbitrator

8/13/02  
 Signature Date

\_\_\_\_\_  
 Andrew Bartfay  
 Non-Public Arbitrator

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 James Barry Wright  
 Public Arbitrator

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Date of Service

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**FL ARBITRATION**

NASD Dispute Resolution  
 Arbitration No. 01-3271  
 Award Page 4 of 4

**Fee Summary**

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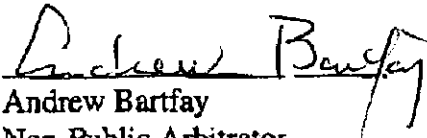
Mark J. Berkowitz, Esq.  
 Andrew Bartfay  
 James Barry Wright

Public Arbitrator, Presiding Chair  
 Non-Public Arbitrator  
 Public Arbitrator

**Concurring Arbitrators' Signatures**

Mark J. Berkowitz, Esq.  
 Chair, Public Arbitrator

Signature Date

  
 Andrew Bartfay  
 Non-Public Arbitrator

8-7-02  
 Signature Date

James Barry Wright  
 Public Arbitrator

Signature Date

Date of Service

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 Arbitration No. 01-3271  
 Award Page 4 of 4

Fee Summary

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<u>Balance Due NASD</u>	= \$ 0.00

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Andrew Bartfay	-	Non-Public Arbitrator
James Barry Wright	-	Public Arbitrator

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 Mark J. Berkowitz, Esq.  
 Chair, Public Arbitration

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Signature Date

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 James Barry Wright  
 Public Arbitrator

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Signature Date\_\_\_\_\_  
Date of Service