

---

**Award**  
**NASD Dispute Resolution**

---

In the Matter of the Arbitration Between:

Name of the Claimant

Daniel L. Wyant and Karen S. Struck  
as Co-Trustees of the Della Jeffery Trust

Case Number: 02-05422

Names of the Respondents

Prudential Equity Group, Inc.  
f/k/a Prudential Securities Incorporated  
Michael Blakemore

Hearing Site: Orlando, Florida

---

Nature of the Dispute: Customer vs. Member and Associated Person.

**REPRESENTATION OF PARTIES**

For Daniel L. Wyant and Karen S. Struck as Co-Trustees of the Della Jeffery Trust, hereinafter referred to as "Claimant": Terence R. Perkins, Esq., Smith, Hood, Perkins, Loucks, Stout & Orfinger, P.A., Daytona Beach, Florida.

For Prudential Equity Group f/k/a Prudential Securities Incorporated ("Prudential") and Michael Blakemore ("Blakemore"), hereinafter collectively referred to as "Respondents": Denis Dice, Esq., Marshall, Dennehey, Warner, Coleman & Goggin, Philadelphia, Pennsylvania.

**CASE INFORMATION**

Statement of Claim filed on or about: September 11, 2002.

Claimant signed the Uniform Submission Agreement on: September 11, 2002.

Statement of Answer filed by Respondents on or about: November 27, 2002.

Respondents Prudential and Blakemore did not file executed Uniform Submission Agreements.

**CASE SUMMARY**

Claimant alleged the following causes of action: 1) breach of fiduciary duty; 2) breach of contract; 3) violation of the Securities Exchange Act of 1934, more specifically Section 10(b), 15 U.S.C. Section 78j(b); 4) violation of Securities and Exchange Commission Rule 10b-5; and 5) violation of Chapter 517, Florida Statutes. The causes of action relate to investments in various securities such as shares of stock in AT&T Corp. and shares of a mutual fund in Alpine US Real Estate Equity Fund B.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted various defenses.

### **RELIEF REQUESTED**

Claimant requested: 1) compensatory damages in the amount of \$541,000.00; 2) punitive damages; 3) treble damages; 4) interest; 5) costs; and 6) attorneys' fees.

Respondents requested: 1) dismissal of the Statement of Claim in its entirety; 2) costs; 3) attorneys' fees; 4) expungement of all reference to the above captioned arbitration from Respondent Blakemore's registration records maintained by the NASD Central Registration Depository ("CRD"); and 5) such other relief the undersigned arbitrators (the "Panel") deemed just and proper.

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

Respondents did not file with NASD Dispute Resolution properly executed submission agreements but are 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, are bound by the determination of the Panel on all issues submitted.

On or about April 18, 2003, Denis Dice, Esq. filed his Verified Motion to Appear *Pro Hac Vice* on behalf of Respondents. On or about May 23, 2003, the Panel granted the motion and permitted Dennis C. Dice, Esq. to appear on behalf of Respondents.

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

### **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:

1. Claimant's claims, including statutory claims, are denied in their entirety.
2. Claimant's requests for punitive damages, treble damages, costs and attorneys' fees are denied.
3. Respondents' requests for costs and attorneys' fees are denied.
4. The Panel recommends expungement of all references to the above-captioned arbitration proceeding from Respondent Blakemore's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Blakemore must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
5. Any and all claims or relief 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 = \$ 500.00

**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 events giving rise to the dispute. Accordingly, Respondent Prudential is a member firm and a party.

Member surcharge = \$2,800.00

Pre-hearing process fee = \$ 750.00

Hearing process fee = \$5,000.00

**Adjournment Fees**

Adjournments granted during these proceedings for which fees were assessed:

On or about November 26, 2003, the parties filed their joint request to mediate through NASD Dispute Resolution and to adjourn the evidentiary hearing scheduled for December 3 - 4, 2003. Pursuant to Rule 10403 of the Code, NASD Dispute Resolution adjourned the evidentiary hearing and waived the adjournment fee in the amount of \$1,200.00.

**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.

There were no injunctive relief fees assessed during these proceedings.

**Forum Fees and Assessments**

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

Two (2) Pre-hearing sessions with a single arbitrator @ \$450.00 per session = \$ 900.00

Pre-hearing conferences: September 3, 2003 1 session  
March 31, 2004 1 session

Three (3) Pre-hearing sessions with Panel @ \$1,200.00 per session = \$ 3,600.00

Pre-hearing conferences: May 23, 2003 1 session  
December 1, 2003 1 session

December 5, 2003

1 session

Six (6) Hearing sessions @ \$1,200.00 per session = \$ 7,200.00

Hearing Dates: April 5, 2004 2 sessions  
April 6, 2004 2 sessions  
April 7, 2004 2 sessions

---

Total Forum Fees = \$11,700.00

The Panel has waived the forum fee in the amount of \$1,200.00 for the pre-hearing conference scheduled on December 1, 2003.

The Panel has assessed the remaining forum fees in the amount of \$10,500.00 to Claimant.

**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 not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

There were no administrative costs incurred during these proceedings.

**Fee Summary**

Claimant is solely liable for:

Initial Filing Fee	= \$ 500.00
Forum Fees	= \$10,500.00
Total Fees	= \$11,000.00
Less payments	= \$ 1,794.00
Balance Due NASD Dispute Resolution	= \$ 9,206.00

Respondent Prudential is solely liable for:

Member Fees	= \$ 8,550.00
Total Fees	= \$ 8,550.00
Less payments	= \$ 8,550.00
Balance Due NASD Dispute Resolution	= \$ 0.00

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

**ARBITRATION PANEL**

Michelle J. Grocock, JD  
Alun Hywel Jones  
Sean T. Wright

- Public Arbitrator, Presiding Chairperson  
- Public Arbitrator  
- Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

\_\_\_\_\_/s/\_\_\_\_\_  
Michelle J. Grocock, JD  
Public Arbitrator, Presiding Chairperson

\_\_\_\_\_  
April 16, 2004  
Signature Date

\_\_\_\_\_/s/\_\_\_\_\_  
Alun Hywel Jones  
Public Arbitrator

\_\_\_\_\_  
April 16, 2004  
Signature Date

\_\_\_\_\_/s/\_\_\_\_\_  
Sean T. Wright  
Non-Public Arbitrator

\_\_\_\_\_  
April 15, 2004  
Signature Date

\_\_\_\_\_  
April 19, 2004  
Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution  
Arbitration No. 02-05422  
Award Page 5

Concurring Arbitrators' Signatures



Michelle J. Grocock, JD  
Public Arbitrator, Presiding Chairperson

4/16/04

Signature Date

\_\_\_\_\_  
Alyn Hywel Jones  
Public Arbitrator

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

\_\_\_\_\_  
Sean T. Wright  
Non-Public Arbitrator

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

\_\_\_\_\_  
Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution

Arbitration No. 02-05422

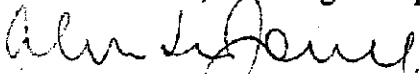
Award Page 5

**Concurring Arbitrators' Signatures**

\_\_\_\_\_  
Michelle J. Grocock, JD

Public Arbitrator, Presiding Chairperson

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



\_\_\_\_\_  
Alun Hywel Jones

Public Arbitrator

APRIL 16, 2004

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

\_\_\_\_\_  
Sean T. Wright

Non-Public Arbitrator

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

\_\_\_\_\_  
Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution  
Arbitration No. 02-05422  
Award Page 5

Concurring Arbitrators' Signatures

\_\_\_\_\_  
Michelle J. Grocock, JD  
Public Arbitrator, Presiding Chairperson

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

\_\_\_\_\_  
Alun Hywel Jones  
Public Arbitrator

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

  
Sean T. Wright  
Non-Public Arbitrator

4/15/04  
Signature Date

\_\_\_\_\_  
Date of Service (For NASD Dispute Resolution office use only)