

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Inge and George Anstadt (Claimants) v. Prudential Equity Group, Inc. f/k/a Prudential Securities, Inc., John Story & Patrick Pointer (Respondents)

Case Number: 02-05980

Hearing Site: Cincinnati, Ohio

Nature of the Dispute: Customers v. Member and Associated Persons.

REPRESENTATION OF PARTIES

Claimants Inge Anstadt ("I. Anstadt") and George Anstadt ("G. Anstadt") hereinafter collectively referred to as "Claimants": F. Dean Armstrong, Esq., Armstrong Law Firm, Flossmoor, IL.
Previously represented by: Gary J. Leppla, Esq., Leppla Associates, Dayton, OH.

Respondents Prudential Equity Group, Inc. f/k/a Prudential Securities, Inc. ("Prudential"), John Story ("Story") and Patrick Pointer ("Pointer") hereinafter collectively referred to as "Respondents": Dennis J. Concilla, Esq. and Douglas R. Jennings, Esq., Carlile Patchen & Murphy, LLP, Columbus, OH.

CASE INFORMATION

Statement of Claim filed on or about: October 2, 2002.

Amended Statement of Claim filed on or about: February 27, 2003.

Claimants signed the Uniform Submission Agreement: July 30, 2002.

Joint Statement of Answer and Motion for a More Definite Statement filed by Respondents on or about: February 7, 2003.

Joint Amended Answer to the Amended Statement of Claim filed by Respondents on or about: March 14, 2003.

Joint Second Amended Answer to the Amended Statement of Claim filed by Respondents on or about: August 27, 2003.

Respondent Prudential signed the Uniform Submission Agreement: January 6, 2003.

Respondent Pointer signed the Uniform Submission Agreement.

Respondent Story did not sign the Uniform Submission Agreement.

CASE SUMMARY

Claimants asserted the following causes of action: breach of fiduciary duty; breach of contract; and failure to execute. The causes of action relate to unspecified securities.

Unless specifically admitted in its Answer and Motion for a More Definite Statement of Claim, Amended Answer, and Second Amended Answer, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$200,000.00; an accounting of the trades and activity in the account; interest; costs; attorneys' fees; and other appropriate relief.

Respondents requested dismissal of the Statement of Claim and Amended Statement of Claim in its entirety, expungement of all record of the proceeding from CRD, and that Claimants be required to pay all filing fees and forum fees.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent Story did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but is required to submit to arbitration pursuant to the Code and, having answered the claim, is bound by the determination of the Panel on all issues submitted.

On or about October 28, 2004, Claimants filed a Notice dismissing their claim against John Story.

On or about October 29, 2004, the Claimants advised NASD Dispute Resolution that they have settled their claims against Prudential and Pointer.

On or about December 2, 2004 the parties requested that the panel approve this Stipulated Award directing expungement of this matter from the registration records maintained by the Central Registration Depository ("CRD") of NASD for John Story and Patrick Pointer.

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

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. All claims against Respondent Story were dismissed prior to settlement and the parties stipulate that John Story was not involved in the investment-related sales practice violation alleged by Claimants.

2. All claims against Respondents Pointer and Prudential have been settled and are therefore dismissed.
3. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondents John Story and Patrick Pointer's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, John Story and Patrick Pointer must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
4. All parties to the above-captioned arbitration agree to bear their own costs and attorneys' fees.
5. Any and all relief not specifically addressed herein is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee	= \$ 300.00
--------------------------	-------------

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. In this matter, Prudential Equity Group, LLC f/k/a Prudential Securities, Inc. is party.

Member Surcharge	= \$1,700.00
Pre-Hearing Process Fee	= \$ 750.00
<u>Hearing Process Fee</u>	<u>= \$2,750.00</u>
Total Member Fees	= \$5,200.00

Adjournment Fees

The following adjournment fees are assessed:

October 21-22, 2003, adjournment requested by Claimants	= \$1,125.00
April 5-6, 2004, adjournment requested by Claimants	= Waived

Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

November 2-3, 2004 settled by parties = \$300.00
Claimants' share = \$150.00
Respondents' share = \$150.00

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. Forum fees associated with these proceedings are:

Two (2) Pre-hearing conference sessions with the Panel @ \$1,125.00/session = \$2,250.00
Pre-hearing conference: May 12, 2003 1 session
Pre-hearing conference: March 10, 2005 1 session
Total Forum Fees = \$2,250.00

1. The Panel has assessed \$562.50 of the forum fees jointly and severally against Claimants.
2. The Panel has assessed \$1,687.50 of the forum fees jointly and severally against Respondents.

Fee Summary

1. Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
Adjournment Fee	= \$1,125.00
Three-Day Cancellation Fee	= \$ 150.00
Forum Fees	= \$1,125.00
Total Fees	= \$2,700.00
<u>Less payments</u>	<u>= \$1,425.00</u>
Balance Due NASD Dispute Resolution	= \$1,275.00

Pursuant to Rule 10332(f) of the Code of Arbitration Procedure, NASD is retaining the total initial amount of the hearing session deposited by the Claimants because this office was notified by the parties that they settled within eight business days of the first scheduled hearing session.

2. Respondent Prudential is solely liable for:

<u>Member Fees</u>	<u>= \$5,200.00</u>
Total Fees	= \$5,200.00
<u>Less payments</u>	<u>= \$5,200.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00
3. Respondents are jointly and severally liable for:

Three-Day Cancellation Fee	= \$ 150.00
Forum Fees	= \$1,687.50
Total Fees	= \$1,837.50

NASD Dispute Resolution

Arbitration No. 02-05980

Award Page 5 of 7

Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$1,837.50

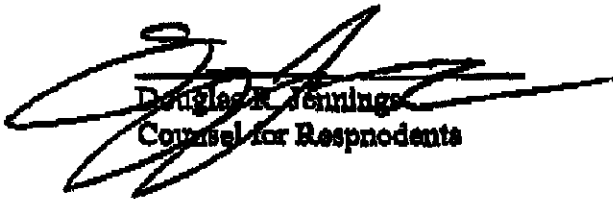
All balances are due and payable to NASD Dispute Resolution

Partial Signatures



Dean Armstrong
Counsel for Claimants

12/10/04
Signature Date



Douglas A. Jennings
Counsel for Respondents

12/10/04
Signature Date

ARBITRATION PANEL

Bill Swinford, Jr., Esq.	-	Public Arbitrator, Presiding Chair
Stephen P. Calardo	-	Public Arbitrator
Stuart Arthur Reagan, Sr., CFA	-	Non-Public Arbitrator

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 is which is my award.



Bill Swinford, Jr., Esq.
Public Arbitrator, Presiding Chair

12-23-04
Signature Date

Stephen P. Calardo
Public Arbitrator

Signature Date

Stuart Arthur Reagan, Sr., CFA
Non-Public Arbitrator

Signature Date

March 17, 2005
Date of Service (For NASD office use only)

ARBITRATION PANEL

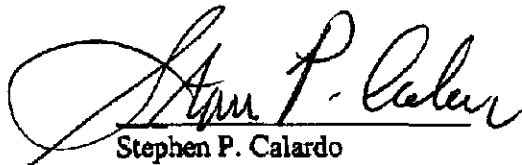
Bill Swinford, Jr., Esq.	-	Public Arbitrator, Presiding Chair
Stephen P. Calardo	-	Public Arbitrator
Stuart Arthur Reagan, Sr., CFA	-	Non-Public Arbitrator

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 is which is my award.

Bill Swinford, Jr., Esq.
Public Arbitrator, Presiding Chair

Signature Date



Stephen P. Calardo
Public Arbitrator

3/10/05

Signature Date

Stuart Arthur Reagan, Sr., CFA
Non-Public Arbitrator

Signature Date

March 17, 2005

Date of Service (For NASD office use only)

ARBITRATION PANEL

Bill Swinford, Jr., Esq.	-	Public Arbitrator, Presiding Chair
Stephen P. Calardo	-	Public Arbitrator
Stuart Arthur Reagan, Sr., CFA	-	Non-Public Arbitrator

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 is which is my award.

Bill Swinford, Jr., Esq.
Public Arbitrator, Presiding Chair

Signature Date

Stephen P. Calardo
Public Arbitrator

Signature Date



Stuart Arthur Reagan, Sr., CFA
Non-Public Arbitrator

12-27-04
Signature Date

March 17, 2005
Date of Service (For NASD office use only)