

**Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Names of the Claimants

Case Number: 02-06444

Richard and Elizabeth Meade
Sharon Anne Meade, Richard Meade, Custodian
Virginia Anne Meade, Richard Meade, Custodian
Kristen Lee Meade, Richard Meade, Custodian
and
Jennifer Mae Meade, Richard Meade, Custodian

Names of the Respondents

Hearing Site: Philadelphia, PA

Dennis Arthur Cooke, Sr.
Wachovia Securities, Inc d/b/a First Union Securities, Inc.
n/k/a Wachovia Securities, LLC
and
Prudential Securities, Inc. n/k/a Prudential Equity Group, LLC

Nature of the Dispute: Customers vs. Associated Person and Members

REPRESENTATION OF PARTIES

Claimants, Richard and Elizabeth Meade, Sharon Anne Meade, Richard Meade, Custodian, Virginia Anne Meade, Richard Meade, Custodian, Kristen Lee Meade, Richard Meade, Custodian And Jennifer Mae Meade, Richard Meade, Custodian, hereinafter collectively referred to as "Claimants", were represented by Richard E. Miller, Esq., Braverman, Kaskey & Caprara, P.C., Philadelphia, Pennsylvania.

Respondent, Dennis Arthur Cooke, Sr. ("Cooke"), was initially represented by Hugh J. Bracken, Esq., Sheridan, Bracken & Wenke, LLP Media, Pennsylvania, and by Brian F. McDonough, Esq., Drinker Biddle & Reath, LLP, New York, New York for the time he was employed by Prudential Equity Group, LLC. Otherwise, he represented himself.

Respondent, Wachovia Securities, Inc d/b/a First Union Securities, Inc. n/k/a Wachovia Securities, LLC ("Wachovia"), was represented by Joel E. Davidson, Esq., Davidson & Grannum, LLP, Orangeburg, New York.

Respondent, Prudential Securities, Inc. n/k/a Prudential Equity Group, LLC ("Prudential"), was represented by Brian F. McDonough, Esq., Drinker Biddle & Reath, LLP, New York, New York.

CASE INFORMATION

Statement of Claim filed on October 28, 2002.

Claimants signed the Uniform Submission Agreement on November 7, 2002.

Statement of Answer filed by Respondent Cooke on February 3, 2003.

Respondent Cooke signed the Uniform Submission Agreement on December 1, 2002.

Statement of Answer and Motion to Dismiss filed by Respondents Cooke and Prudential on March 3, 2003.

Statement of Answer and Contingent Cross-Claim filed by Respondent Wachovia on February 14, 2003.

A representative of Respondent Wachovia signed the Uniform Submission Agreement on December 20, 2002.

CASE SUMMARY

Claimants asserted the following causes of action: breach of fiduciary duty; negligent supervision; unsuitability; and churning. The causes of action relate to options trading and the purchase and sale of technology and internet stocks.

Unless specifically admitted in his Answer, Respondent Cooke denied the allegations made in the *Statement of Claim* and asserted the following defenses among others: failure to state a claim upon which relief may be granted; statutes of limitation; laches; estoppel; waiver; assumption of the risk; comparative negligence; and contributory negligence.

Unless specifically admitted in their Answer, Respondents Prudential and Cooke denied the allegations made in the *Statement of Claim* and asserted the following defenses among others: failure to state a claim upon which relief may be granted; contributory negligence and/or recklessness; estoppel, waiver, ratification, and laches; assumption of the risk; and statutes of limitation.

Unless specifically admitted in its Answer, Respondent Wachovia denied the allegations made in the *Statement of Claim* and asserted the following defenses among others: failure to state a claim upon which relief may be granted; estoppel; authorization/ratification; waiver; statute of limitations; authorization; assumption of the risk; and, failure to mitigate.

Respondent Wachovia in its Cross-Claim against Cooke asserted the following causes of action: indemnity and contribution.

RELIEF REQUESTED

Claimants requested:

Compensatory Damages	\$1,000,000.00
Punitive Damages	amount unspecified
Attorneys' Fees	amount unspecified

Respondent Cooke requested an award in his favor and against the Claimants on the Claimants' claims together with an award of costs including reasonable attorney's fees.

Respondent Prudential and Cooke requested that the claims against them be dismissed.

Respondent Wachovia requested that Claimants' Statement of Claim be dismissed in its entirety; indemnification and contribution from Cooke; costs and expenses be awarded to them against Claimants; and such other and further relief as the Arbitration Panel (the "Panel") deems appropriate.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent Prudential did not file with NASD Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to 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.

On or about December 2, 2003, the Panel denied Respondent Prudential's and Cooke's Motion to Dismiss.

At the hearing on the merits on December 10, 2004, Respondent Prudential renewed its motion to dismiss. The Panel denied the motion on or about June 8, 2005.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimants' claims are denied in their entirety;
2. The parties shall bear their respective costs, including attorneys' fees, except as Fees are specifically addressed below;
3. Any and all relief not specifically addressed herein, including punitive damages, 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	= \$ 375.00
Cross claim filing fee	= \$1,250.00

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, Prudential and Wachovia are parties.

Prudential

Member surcharge	= \$2,250.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$4,000.00

Wachovia

Member surcharge	= \$2,250.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$4,000.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

May 5-7, 18-19, 2004, adjournment requested by all parties	= waived by Panel
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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:

Three (3) Pre-hearing sessions with Panel @ \$1,200.00	= \$ 3,600.00
Pre-hearing conferences:	
October 13, 2003	1 session
May 6, 2004	1 session
June 10, 2005	1 session
Twelve (12) Hearing sessions @ \$1,200.00	= \$14,400.00
Hearing Dates:	
December 7, 2004	2 sessions
December 8, 2004	2 sessions
December 9, 2004	2 sessions
December 10, 2004	2 sessions
July 12, 2005	2 sessions
July 13, 2005	2 sessions
Total Forum Fees	= \$18,000.00

1. The Panel has assessed \$9,000.00 of the forum fees to Claimants, jointly and severally.
2. The Panel has assessed \$4,500.00 of the forum fees to Respondent Prudential.
3. The Panel has assessed \$4,500.00 of the forum fees to Respondent Wachovia.

Fee Summary

1. Claimants are jointly and severally assessed and shall pay:

Initial Filing Fee	= \$ 375.00
Forum Fees	= \$ 9,000.00
Total Fees	= \$ 9,375.00
Less payments	= \$ 1,700.00
Balance Due NASD Dispute Resolution	= \$ 7,675.00
2. Respondent Prudential is assessed and shall pay:

Member Fees	= \$ 7,000.00
Forum Fees	= \$ 4,500.00
Total Fees	= \$11,500.00
Less payments	= \$ 7,000.00
Balance Due NASD Dispute Resolution	= \$ 4,500.00
3. Respondent Wachovia is assessed and shall pay:


Cross-claim filing fee	= \$ 1,250.00
Member Fees	= \$ 7,000.00
Forum Fees	= \$ 4,500.00
Total Fees	= \$12,750.00
Less payments	= \$ 9,450.00
Balance Due NASD Dispute Resolution	= \$ 3,300.00

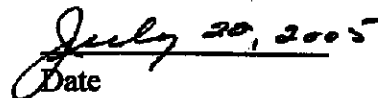
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

James A. Jennings, Esq.	-	Public Arbitrator, Presiding Chairperson
Victor Pachter	-	Public Arbitrator, Panelist
Joseph G. DiGiacomo	-	Non-Public Arbitrator, Panelist

Concurring Arbitrators' Signatures


James A. Jennings, Esq.
Public Arbitrator, Presiding Chairperson


Date

Victor Pachter
Public Arbitrator, Panelist

Date

Dissenting Arbitrator's Signature

Joseph G. DiGiacomo
Non-Public Arbitrator, Panelist

Date


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

ARBITRATION PANEL


James A. Jennings, Esq.
Victor Pachter
Joseph G. DiGiacomo

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

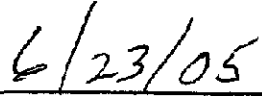
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Public Arbitrator, Presiding Chairperson

Date



Victor Pachter
Public Arbitrator, Panelist

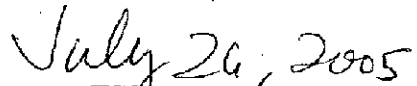


Date

Dissenting Arbitrator's Signature

Joseph G. DiGiacomo
Non-Public Arbitrator, Panelist

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Public Arbitrator, Presiding Chairperson

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Victor Pachter
Public Arbitrator, Panelist

Date

Dissenting Arbitrator's Signature


Joseph G. DiGiacomo
Non-Public Arbitrator, Panelist

July 25, 2005
Date

July 26, 2005
Date of Service (For NASD Dispute Resolution office use only)