
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
William Brad Parker

Case Number: 02-07610

Name of the Respondent
Wachovia Securities, LLC
f/k/a First Union Securities, Inc.

Hearing Site: Orlando, Florida

Nature of the Dispute: Customer vs. Member.

REPRESENTATION OF PARTIES

For William Brad Parker, hereinafter referred to as "Claimant": Neal J. Blaher, Esq., Law Office of Neal J. Blaher, Orlando, Florida.

For Wachovia Securities, LLC f/k/a First Union Securities, Inc., hereinafter referred to as "Respondent Wachovia": Anne W. Larkin, Esq. and David J. Rice, Esq. with Respondent Wachovia, Richmond, Virginia.

CASE INFORMATION

Statement of Claim filed on or about: December 13, 2002.

Claimant signed the Uniform Submission Agreement on: December 9, 2002.

Statement of Answer filed by Respondent Wachovia on or about: March 4, 2003.

Respondent Wachovia signed the Uniform Submission Agreement on: March 4, 2003.

CASE SUMMARY

Claimant alleged the following causes of action in connection with the sale and purchase of the following mutual funds in March 2000 and subsequent investment advice given with respect thereto through December 2000: 1) unsuitable recommendations; 2) material misrepresentations and omissions; 3) failure to supervise; 4) violation of the Florida Securities and Investor Protection Act; 5) common law breach of contract; 6) breach of fiduciary duty; and 7) negligence. The causes of action relate to investments in shares of mutual funds in Evergreen Omega, MunderNetNet, Putnam International Voyager, Putnam OTC & Emerging Markets, and Van Kampen Emerging Growth.

Unless specifically admitted in its Answer, Respondent Wachovia denied the allegations made in the Statement of Claim and asserted various defenses.

RELIEF REQUESTED

Claimant requested: 1) rescission of the purchases of the securities still held by Claimant; 2) compensatory damages of not less than \$342,264.50; 3) disgorgement of all forms of compensation received by Respondent Wachovia and/or charges paid by Claimant; 4) selective rescission; 5) statutory and pre-judgment interest; 6) costs; 7) punitive damages; and 8) a finding of entitlement to attorneys' fees, the amount of which is to be determined by a court of competent jurisdiction.

Respondent Wachovia requested: 1) dismissal of the Statement of Claim in its entirety; 2) costs; 3) attorneys' fees; and 4) such other relief the undersigned arbitrators (the "Panel") deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

The parties agreed that the appropriate court having subject matter jurisdiction, and not the Panel, would enter a judgment granting of the amount of reasonable attorneys' fees, if the award by the Panel supported such an entitlement.

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. Respondent Wachovia is found liable for damages as a result of its failure to recommend action with respect to the account and funds in the portfolio as a result of the telephone conference between Claimant and Respondent's representative in December 2000 whereby Respondent was then put on actual notice that the account and the portfolio of funds was no longer suitable and that such failure to recommend action tacitly, if not expressly, constituted negligence in the rendering of such investment advice as was then given and/or previously given with respect to the purchase and/or holding of the funds.
2. Claimant is found to have knowingly assumed the continued risk of loss in the account and the funds in March 2001 when he advised Respondent Wachovia that he had hired legal counsel and would not further discuss the situation with Respondent.
3. Respondent Wachovia is found liable for unliquidated compensatory damages with respect to the account and the funds therein calculated by reference to the value of the funds as presented in the account statements from December 31, 2000 to and including March 31, 2001 in the amount of \$56,291.63.

4. Respondent Wachovia is found liable and shall pay to Claimant interest from the date of this Award at the Florida statutory rate until the damages awarded are paid in full.
5. Respondent Wachovia is found liable and shall pay to Claimant costs, excluding NASD Dispute Resolution claim filing fee, in the amount of \$883.40. Respondent Wachovia is found liable and shall pay to Claimant \$300.00 which represents reimbursement of the claim filing fee previously paid by Claimant to NASD Dispute Resolution. Except as provided herein, the parties each shall bear their respective costs and expenses incurred by them in connection with this proceeding.
6. Based on the Panel's finding of a violation of Section 517.301, Florida Statutes, the Florida Securities & Investor Protection Act, by Respondent Wachovia, and an express finding of the Panel that it is not unjust to so do as provided in Section 517.211, Florida Statutes, Claimant may pursue recovery of reasonable attorneys' fees incurred in this proceeding in a court of competent jurisdiction.
7. Respondent Wachovia's request for attorneys' fees is denied.
8. Claimant's request for punitive damages is denied.
9. Any and all claims or relief not specifically addressed herein are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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	= \$ 300.00
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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 that employed the associated person at the time of the events giving rise to the dispute. Accordingly, Respondent Wachovia is a member firm and a party.

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,750.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournments requested during these proceedings for which fees were assessed.

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:

One (1) Pre-hearing session with Panel @ \$1,125.00 per session	= \$1,125.00
Pre-hearing conference: June 10, 2003 1 session	
Six (6) Hearing sessions @ \$1,125.00 per session	= \$6,750.00
Hearing Dates: February 18, 2004 2 sessions	
February 19, 2004 2 sessions	
February 20, 2004 2 sessions	
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Total Forum Fees	= \$7,875.00

The Panel has assessed the total forum fees in the amount of \$7,875.00 to Respondent Wachovia.

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	= \$ 300.00
Total Fees	= \$ 300.00
Less payments	= \$ 300.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Wachovia is solely liable for:

Member Fees	= \$ 5,200.00
Forum Fees	= \$ 7,875.00
Total Fees	= \$13,075.00
Less payments	= \$ 5,200.00
Balance Due NASD Dispute Resolution	= \$ 7,875.00

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

ARBITRATION PANEL

<i>Arthur R. Louv, Esq.</i>	-	<i>Public Arbitrator, Presiding Chairperson</i>
<i>Daniel J. Costello, Ph.D</i>	-	<i>Public Arbitrator</i>
<i>Alison Hardage</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

 /s/
Arthur R. Louv, Esq.
Public Arbitrator, Presiding Chairperson

March 18, 2004
Signature Date

 /s/
Daniel J. Costello, Ph.D
Public Arbitrator

March 18, 2004
Signature Date

 /s/
Alison Hardage
Non-Public Arbitrator

March 22, 2004
Signature Date

March 22, 2004
Date of Service (For NASD Dispute Resolution office use only)

Mar. 18. 2004 12:02PM

NASD

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NASD Dispute Resolution
Arbitration No. 02-07610
Award Page 5

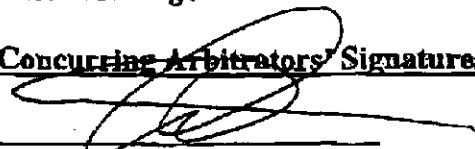
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Daniel J. Costello, Ph.D
Alison Hardage

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

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Public Arbitrator, Presiding Chairperson

3/18/04
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Public Arbitrator

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Signature Date

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NASD Dispute Resolution
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Award Page 5

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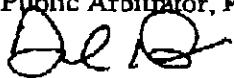
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3/18/04

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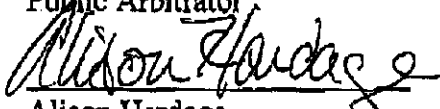
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Arthur R. Louv, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Daniel J. Costello, Ph.D
Public Arbitrator

Signature Date



Alison Hardage
Non-Public Arbitrator

3-22-04

Signature Date

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