

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

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In the Matter of the Arbitration Between:

Name of the Claimant  
Bret Tuckman

Case Number: 02-07618

Name of the Respondent  
Harry Scott Kaplan

Hearing Site: Boca Raton, Florida

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**REPRESENTATION OF PARTIES**

For Bret Tuckman ("Tuckman"), hereinafter referred to as "Claimant": Joseph C. Coates, III, Esq., Greenberg Traurig, LLP, West Palm Beach, Florida.

For Harry Scott Kaplan ("Kaplan"), hereinafter referred to as "Respondent": Delmer C. Gowing, III, Esq., Delray Beach, Florida.

**CASE INFORMATION**

Statement of Claim filed on or about: December 12, 2002.

Claimant signed the Uniform Submission Agreement: January 9, 2003.

Respondent did not file a Statement of Answer or an executed Uniform Submission Agreement.

Stipulated Motion for Award Directing Expungement filed on or about: January 28, 2003.

**CASE SUMMARY**

Claimant asserted that: 1) a prior NASD arbitration proceeding resulted in a settlement between the parties; and 2) the parties agreed that the CRD record of Tuckman be expunged.

**RELIEF REQUESTED**

Claimant Tuckman requested that all references to this matter be expunged from his NASD Central Registration Depository ("CRD") record.

**OTHER ISSUES CONSIDERED AND DECIDED**

Respondent Kaplan did not file with NASD Dispute Resolution, a properly executed submission to arbitration but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and pursuant to the Stipulated Motion for Award Directing Expungement, is bound by the determination of the undersigned arbitrator (the "Arbitrator") on all issues submitted.

On or about March 11, 2003, the Arbitrator granted the parties' Stipulated Motion for Award

Directing Expungement.

### **AWARD**

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

The Arbitrator recommends the expungement of all references to the above captioned arbitration from Claimant Tuckman's public and non-public registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Claimant Tuckman must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

### **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	= \$ 250.00
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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, Prudential Securities, Inc. is the Claimant's firm.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 750.00

#### **Adjournment Fees**

No adjournments were granted 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.

No injunctive relief fees were incurred during this proceeding.

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

The Arbitrator has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

No hearing sessions were held.

**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.

No administrative fees were incurred during this proceeding.

**Fee Summary**

1.	Claimant is solely liable for:	
	<u>Initial Filing Fee</u>	= \$ 250.00
	Total Fees	= \$ 250.00
	<u>Less payments</u>	= \$ 250.00
	Balance Due NASD Dispute Resolution	= \$ 0.00
2.	Prudential Securities is solely liable for:	
	<u>Member Fees</u>	= \$2,250.00
	Total Fees	= \$2,250.00
	<u>Less payments</u>	= \$1,500.00
	Balance Due NASD Dispute Resolution	= \$ 750.00

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

**ARBITRATOR**

Jay E. Eckhaus, Esq.

- Public Arbitrator, Presiding Chairperson

**Arbitrator's Signature**

/s/  
Jay E. Eckhaus, Esq.  
Public Arbitrator, Presiding Chairperson

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Signature Date

July 28, 2003

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

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No hearing sessions were held.

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	<u>Less payments</u>	= \$1,500.00
	<u>Balance Due NASD Dispute Resolution</u>	= \$ 750.00


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

**ARBITRATOR**

Jay E. Eckhaus, Esq.

- Public Arbitrator, Presiding Chairperson

**Arbitrator's Signature**

  
 Jay E. Eckhaus, Esq.  
 Public Arbitrator, Presiding Chairperson

7-25-2003  
 Signature Date

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