

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimants

Pruco Securities Corporation and
The Prudential Insurance Company of America

Case Number: 03-01303

Name of the Respondents

Paul T. Tourville, Peter Tourville,
Brent Landowski, John Jonas and
Brian Peterson

Hearing Site: Milwaukee, Wisconsin

REPRESENTATION OF PARTIES

Claimants Pruco Securities Corporation ("PSC") and The Prudential Insurance Company of America ("Prudential"), hereinafter collectively referred to as "Claimants": Anthony Puaduan Esq., of Puaduan & Weintraub, LLP located in New York, New York.

Respondents Paul T. Tourville, Peter Tourville, Brent Michael Landowski, ("Landowski") John Patrick Jonas ("Jonas") and Brian Johns Peterson ("Peterson") hereinafter collectively referred to as "Respondents": James R. Scott, Esq. Linder & Marsack, S. C., located in Milwaukee, Wisconsin.

CASE INFORMATION

Statement of Claim filed on February 26, 2003.

Claimants PSC and Prudential signed their Uniform Submission Agreements; February 21, 2003.

Respondents filed a Joint Statement of Answer on April 10, 2003.

Respondents Paul T. Tourville, Peter Tourville, Landowski, Jonas and Peterson did not file executed Uniform Submission Agreements.

CASE SUMMARY

Claimants asserted the following causes of action:

1. Breach of contract;
2. Breach of fiduciary duties;
3. Breach of the duty of loyalty;
4. Misappropriation of trade secrets;
5. Negligent interference with actual and prospective economic advantage;
6. Intentional interference with actual and prospective economic advantage;
7. Conversion; and,

7. Unfair competition.

These causes of action relate to Respondents' agent agreements and separation agreements with Prudential.

Unless specifically admitted in their joint Statement of Answer Respondents denied the allegations in the statement of claim and asserted the following affirmative defenses:

1. Unclean hands;
2. Failure of consideration/non-performance;
3. Failure to state a claim upon which relief can be granted.

RELIEF REQUESTED

Claimants requested:

Compensatory Damages	\$ 32,418.16
Punitive Damages	\$ Unspecified
Interest	\$ Unspecified
Attorneys' Fees	\$ Unspecified
Other Costs	\$ Unspecified
Other Monetary/Non-Monetary Relief if any: Temporary and permanent Injunctive Relief.	

Respondents requested that the claims against them be dismissed in their entirety and that they be awarded reasonable costs and attorney's fees.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents Paul T. Tourville, Peter Tourville, Landowski, Jonas and Peterson did not file with NASD Dispute Resolution, a properly executed submission to arbitration but are required to submit to arbitration pursuant to 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.

At the time of the hearing on the merits Claimants attempted to substantiate a claim for compensatory damages in the amount of \$828,423.00. In their post-hearing submissions Claimants also requested attorneys fees in the amount of \$233,635.84. Respondents objected to both requests. The Panel denied Claimants compensatory damage request and the request for attorneys' fees.

AWARD

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

1. Claimants Pruco Securities Corporation's and The Prudential Insurance Company of America's request for permanent injunctive relief is granted as follows: From the date service of this Award until and including December 28, 2004, Respondent Paul T. Tourville shall not: solicit or induce, either directly or indirectly, any personnel affiliated with Pruco Securities corporation and/or The Prudential Insurance Company of America, and/or any other Prudential affiliate or subsidiary, including but not limited to Hochman & Baker, to terminate their affiliation with Prudential and or Hochman & Baker; to take any action to assist Metropolitan Life Insurance Company and/or MetLife Securities, Inc. or any successor, employer or any other entity, either directly or indirectly, in soliciting or inducing any personnel to terminate their affiliation with Prudential and or/ Hockman & Baker, or to hire or employ, or assist in the hiring and employment, either directly or indirectly, of any personnel within (60) sixty days preceding such personnel's hire by respondent Paul Tomas Tourville, MetLife or any successor employer.

Respondent Paul T. Tourville is further enjoined as follows: From the date service of this Award until and including December 28, 2004, Respondent Paul shall not on behalf of MetLife or any other competing organization, directly or indirectly, solicit or sell to any person or entity to whom he sold, serviced or to whom became known to him during the course of his association with Prudential.

Respondent Paul T. Tourville is further enjoined as follows: From the date of service of this Award until and including December 28 2004 Respondent Paul Tomas Troutville shall not, directly or indirectly: induce or attempt to induce any policyholder to cancel, lapse, fail to renew, or replace any policy issued by Prudential and/or Hochman & Baker; or to induce or attempt to induce any Field Service Managing Director, Director, Agent or other member of the field Service Office staff of Prudential and/or Hochman & Baker or other personnel affiliated with Prudential and or/ Hochman & Baker to terminate their affiliation with Prudential or Hochman & Baker.

2. Respondent Peter Tourville and Brent Landowski, are permanently enjoined as follows; Form the date of service of this award until and including January 24, 2005 Respondents will not, directly or indirectly solicit from or sell to or attempt to sell to any person, company or organization that was sold to or serviced by any agency to which they were named agent of record or servicing representative on any product or service issued or marketed by Prudential and/or Hochman & Baker, with whom they had contracted, or whom they services, during the course of their affiliation with Prudential in any capacity.

Respondents Peter Tourville, Brent Landowski are further enjoined as follows: From the date of service of this Award to January 24, 2005 Respondents will not induce or attempt to induce any personnel associated with, or under contract with, Prudential or Hochman & Baker to terminate, and will not otherwise facilitate the termination by ay such personnel of their relationship with Prudential or Hochman

& Baker.

Respondents Peter Tourville and Brent Landowski are further enjoined as follows: From the date of service of this Award until and including January 24, 2005 Respondents will not induce or attempt to induce any personnel associated with, or under contract with, Prudential and or/ Hochman & Baker to sell or solicit products/services on behalf of MetLife or any other company which are in any way similar to those sold by Prudential and/or Hochman & Baker, and will not otherwise facilitate such conduct.

3. Respondent Brian Peterson is permanently enjoined as follows; From the date of service of this award until and including January 4, 2005 Respondents will not, directly or indirectly solicit from or sell to or attempt to sell to any person, company or organization that was sold to or serviced by any agency to which he was assigned, to whom he sold, for whom he was named agent of record or servicing representative on any product or service issued or marketed by Prudential and/or Hochman & Baker, with whom he had contacted, or whom he serviced, during the course of his affiliation with Prudential in any capacity.

Respondent Brian Peterson, is further enjoined as follows: From the date of service of this Award to January 4, 2005 Respondent will not induce or attempt to induce any personnel associated with, or under contract with, Prudential or Hochman & Baker to terminate, and will not otherwise facilitate the termination by ay such personnel of their relationship with Prudential or Hochman & Baker.

Respondent Brian Peterson is further enjoined as follows: From the date of service of this Award until and including January 4, 2005 Respondent will not induce or attempt to induce any personnel associated with, or under contract with, Prudential and or/ Hochman & Baker to sell or solicit products/services on behalf of MetLife or any other company which are in any way similar to those sold by Prudential and/or Hochman & Baker, and will not otherwise facilitate such conduct.

4. Respondent John Jonas is permanently enjoined as follows: From the date of service of this Award until and including January 24, 2005 Respondent will not, directly or indirectly, as to any product type of the type issues or marketed by Prudential and/or Hochman & Baker: solicit from or sell to any person, company or organization to whom he sold, for whom he has managed, for whom he was named agent of record or servicing representative on any product issued or marketed by Prudential and or Hochman & Baker, with whom he did business and had a contract, or whom he serviced during the course of his employment with Prudential.
5. Unless specifically enumerated herein, each party shall pay their own costs; and,
6. 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 = \$1,000.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firms that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Pruco Securities Corporation and The Prudential Insurance Company of America are each assessed the following fees:

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 1,000.00

Although not a party to this action Metropolitan Life Insurance Company employed the associated person "Respondents" at the time of the events giving rise to the dispute and is therefore liable for the fees outlined above.

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

March 27, 2003, adjournment by Pruco Securities Corporation = \$ 600.00

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.

Member firms Pruco Securities assessed:

Injunctive relief surcharge = \$ 2,500.00

Associated Persons Paul T. Tourville, Peter Tourville, Brent Landowski, John Jonas and Brian Peterson are assessed additional injunctive arbitrator honoraria for the injunctive hearing on April 14, 2003 as follows:

\$ 300.00 to the Public- Arbitrator	
\$ 300.00 to the Non-Public Arbitrator	
\$ 375.00 to the Presiding Chairperson	= \$ 975.00

The Panel has assessed \$975.00 of the additional injunctive arbitrator honoraria to Paul T. Tourville, Peter Tourville, Brent Landowski, John Jonas and Brian Peterson jointly and severally.

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 = \$ 900.00

Pre-hearing conference: May 23, 2003 1 session
May 28, 2003 1 session

One (1) Pre-hearing session with Panel @ \$ 600.00 = \$ 600.00

Pre-hearing conference(s): June 25, 2003 1 session

Seventeen (17) Hearing sessions @ \$600.00 = \$ 10,200.00

Hearing Date(s):	April 14, 2003	1 session
	July 7, 2003	2 sessions
	July 8, 2003	2 sessions
	July 9, 2003	2 sessions
	July 10, 2003	2 sessions
	July 14, 2003	2 sessions
	July 15, 2003	2 sessions
	July 16, 2003	2 sessions
	July 17, 2003	2 sessions

Total Forum Fees = \$ 11,700.00

The Panel has assessed \$11,700.00 of the forum fees to Paul T. Tourville, Peter Tourville, Brent Landowski, John Jonas and Brian Peterson jointly and severally.

FREE SUMMARY

Claimants Pruco Securities Corporation and The Prudential Insurance Company are jointly and severally liable for:

Initial Filing Fee **=\$ 1,000.00**

Less Payments **=\$ 1,000.00**

Balance due to NASD Dispute Resolution = \$ 00

Claimant Pruco Securities Corporation is solely liable for:

Member Fees	= \$ 2,625.00
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Injunctive Fees	= \$ 2,500.00
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Adjournment Fee = \$ 600.00

Total Fees = \$ 5,725.00

Less Payments _____ = \$ 7,325.00

Balance refunded by NASD Dispute Resolution	= \$ 1600.00
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Claimant The Prudential Company of America is solely liable for:

Member Fees	= \$ 2,625.00
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Less Payments **= \$ 875.00**

Balance refunded from NASD Dispute Resolution = \$ 1,750.00

Respondents Paul T. Tourville, Peter Tourville, Brent Landowski, John Jonas and Brian Peterson are jointly and severally liable for:

Injunctive relief additional honoraria	= \$ 975.00
Forum Fees	= \$ 11,700.00
Total Fees	= \$ 12,675.00
Less payments	= \$ 00
Balance Due to NASD Dispute Resolution	= \$ 12,675.00

Metropolitan Life Insurance Company is solely liable for:

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 1,000.00
Total Fees	= \$ 2,625.00
Less Payments	= \$ 00
Balance Due to NASD Dispute Resolution	= \$ 2,625.00

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

ARBITRATION PANEL

Herbert S. Bratt, Esq. -Public Arbitrator, Presiding Chairperson
P.J. Boylan, Esq.-Public Arbitrator
Florence Z. Enders-Non-Public Arbitrator

Concurring Arbitrators' Signature

Herbert S. Bratt, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

P.J. Boylan, Esq.
Public Arbitrator

Signature Date

Florence Z. Enders
Non-Public Arbitrator

Signature Date

9/25/03

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

09/22/03 12:10 FAX 312 236 9239

OFFICE OF DISPUTE RES

008/008

NASD Dispute Resolution
 Arbitration No. 03-1303
 Award Page 7

Balance refunded from NASD Dispute Resolution = \$ 1,750.00

Respondents Paul T. Tourville, Peter Tourville, Brent Landowski, John Jonas and Brian Peterson are jointly and severally liable for:

Injunctive relief additional honoraria	= \$ 975.00
Forum Fees	= \$ 11,700.00
Total Fees	= \$ 12,675.00
Less payments	= \$ 00
Balance Due to NASD Dispute Resolution	= \$ 12,675.00

Metropolitan Life Insurance Company is solely liable for:

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 1,000.00
Total Fees	= \$ 2,625.00
Less Payments	= \$ 00
Balance Due to NASD Dispute Resolution	= \$ 2,625.00

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

ARBITRATION PANEL

Herbert S. Bratt, Esq. -Public Arbitrator, Presiding Chairperson
 P.J. Boylan, Esq.-Public Arbitrator
 Florence Z. Enders-Non-Public Arbitrator

Concurring Arbitrators' Signature


 Herbert S. Bratt, Esq.
 Public Arbitrator, Presiding Chairperson

September 22, 2003
 Signature Date

P.J. Boylan, Esq.
 Public Arbitrator

Signature Date

Florence Z. Enders
 Non-Public Arbitrator

Signature Date

9/25/03

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

NASD Dispute Resolution

Arbitration No. 03-1303

Award Page 7

Balance refunded from NASD Dispute Resolution = \$ 1,750.00

Respondents Paul T. Tourville, Peter Tourville, Brent Landowski, John Jonas and Brian Peterson are jointly and severally liable for:

Injunctive relief additional honoraria	= \$ 975.00
Forum Fees	= \$ 11,700.00
Total Fees	= \$ 12,675.00
Less payments	= \$ 00
Balance Due to NASD Dispute Resolution	= \$ 12,675.00

Metropolitan Life Insurance Company is solely liable for:

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 1,000.00
Total Fees	= \$ 2,625.00
Less Payments	= \$ 00
Balance Due to NASD Dispute Resolution	= \$ 2,625.00

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

ARBITRATION PANEL

Herbert S. Bratt, Esq. - Public Arbitrator, Presiding Chairperson
P.J. Boylan, Esq. - Public Arbitrator
Florence Z. Enders - Non-Public Arbitrator

Concurring Arbitrators' Signature

Herbert S. Bratt, Esq.
Public Arbitrator, Presiding Chairperson

P.J. Boylan
P.J. Boylan, Esq.
Public Arbitrator

Florence Z. Enders
Non-Public Arbitrator

9/22/03

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

Signature Date

9-22-03
Signature Date

Signature Date

Balance refunded from NASD Dispute Resolution = \$ 1,750.00

Respondents Paul T. Tourville, Peter Tourville, Brent Landowski, John Jonas and Brian Peterson are jointly and severally liable for:

Injunctive relief additional honoraria	= \$ 975.00
Forum Fees	= \$ 11,700.00
Total Fees	= \$ 12,675.00
Less payments	= \$ 00
Balance Due to NASD Dispute Resolution	= \$ 12,675.00

Metropolitan Life Insurance Company is solely liable for:

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 1,000.00
Total Fees	= \$ 2,625.00
Less Payments	= \$ 00
Balance Due to NASD Dispute Resolution	= \$ 2,625.00

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

ARBITRATION PANEL

Herbert S. Bratt, Esq. - Public Arbitrator, Presiding Chairperson
P.J. Boylan, Esq. - Public Arbitrator
Florence Z. Enders - Non-Public Arbitrator

Concurring Arbitrators' Signatures

Herbert S. Bratt, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

P.J. Boylan, Esq.
Public Arbitrator

Signature Date

Florence Z. Enders
Non-Public Arbitrator

Signature Date

9/25/03

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