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

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In the Matter of the Arbitration Between:

Name of the Claimant

Arthur Campbell

Case Number: 03-02817

Name of the Respondent

Prudential Securities, Inc.  
n/k/a Prudential Equity Group, LLC

Hearing Site: Tampa, Florida

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Nature of the Dispute: Associated Person vs. Member.

**REPRESENTATION OF PARTIES**

For Arthur Campbell, hereinafter referred to as "Claimant": Elihu H. Berman, Esq., Elihu H. Berman, P.A., Clearwater, Florida.

For Prudential Securities, Inc. n/k/a Prudential Equity Group, LLC, hereinafter referred to as "Respondent Prudential": Bridget Ann Berry, Esq. and Bradford D. Kaufman, Esq., Greenberg Traurig, P.A., West Palm Beach, Florida. On or about September 23, 2003, Arlene K. Kline, Esq. and Allan H. Weitzman, Esq., Proskauer Rose, LLP, Boca Raton, Florida, substituted as counsel for Respondent Prudential. On or about September 27, 2004, Keith Olin, Esq., Bressler, Amery & Ross, P.A., Miramar, Florida, substituted as counsel for Respondent Prudential.

**CASE INFORMATION**

Statement of Claim filed on or about: April 8, 2003.

Claimant signed but did not date the Uniform Submission Agreement.

Statement of Answer, Affirmative Defenses and Counterclaim filed by Respondent Prudential on or about: August 18, 2003.

Respondent Prudential signed the Uniform Submission Agreement on: August 22, 2003.

Statement of Answer to Counterclaim filed by Claimant on or about: December 9, 2003.

**CASE SUMMARY**

Claimant alleged the following causes of action: 1) defamation on Form U-5; 2) conversion; 3) wrongful taking of Claimant's book of business; and 4) discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended, and the Age Discrimination in Employment Act.

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

Respondent Prudential alleged a Counterclaim for indemnification and payment by Claimant of all attorneys' fees, costs and expenses incurred by Respondent Prudential as a result of Claimant's misrepresentation and breach of warranty as contained in the MasterShare Agreement, together with indemnification and payment to Respondent Prudential of any amounts that Respondent Prudential is required to pay in connection with Claimant's claims in these proceedings, including, without limitation, attorneys' fees and costs.

Unless specifically admitted in his Answer, Claimant denied the allegations made in the Counterclaim and asserted various defenses.

### RELIEF REQUESTED

Claimant requested in his Statement of Claim: 1) damages in the amount of \$2,000,000.00 for defamation; 2) damages in the amount of \$250,000.00 for conversion; 3) damages in the amount of \$400,000.00 for wrongful taking of Claimant's book of business; 4) damages in the amount of \$350,000.00 for breach of contract; 5) damages in the amount of \$2,000,000.00 for discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended, and the Age Discrimination in Employment Act; 5) punitive damages; 6) costs; 7) attorneys' fees; and 8) such other relief the undersigned arbitrators (the "Panel") deemed just and proper.

Respondent Prudential requested in its Statement of Answer: 1) dismissal of the Statement of Claim in its entirety; 2) costs; and 3) attorneys' fees.

Respondent Prudential requested in its Counterclaim: 1) indemnification; 2) costs; and 3) attorneys' fees.

Claimant requested in his Statement of Answer to Counterclaim: 1) dismissal of the Counterclaim; and 2) attorneys' fees pursuant to Section 57.105(6), Florida Statutes.

### OTHER ISSUES CONSIDERED AND DECIDED

At the evidentiary hearing, the parties stipulated to the dismissal of Claimant's claim of breach of contract.

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. Claimant's claims, including claims of discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended, and the Age Discrimination in Employment Act, are denied with prejudice in their entirety.

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2. The Panel finds in favor of Respondent Prudential on its Counterclaim and the Panel defers to a court of competent jurisdiction the determination of Respondent Prudential's entitlement to recover its costs and attorneys' fees.

3. Any and all claims or relief, including Claimant's request for punitive damages, 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	= \$ 600.00
Counterclaim filing fee	= \$2,000.00

**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, Respondent Prudential is a member firm and a party.

Member surcharge	= \$2,800.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$5,000.00

**Adjournment Fees**

Adjournments granted during these proceedings for which fees were assessed:

On or about April 1, 2004 and pursuant to Rule 10403 of the Code, NASD Dispute Resolution adjourned the evidentiary hearing scheduled for April 26 -- 30, 2004 at the parties' joint request in connection with the parties' agreement to mediate. The adjournment fee in the amount of \$1,200.00 is waived pursuant to the parties' agreement to mediate through NASD Dispute Resolution.

**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:

There were no three-day cancellation fees assessed during these proceedings.

**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.

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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 @ \$1,200.00 per session = \$ 1,200.00

Pre-hearing conference: December 8, 2003 1 session

Ten (10) Hearing sessions @ \$1,200.00 per session = \$12,000.00

Hearing Dates: October 11, 2004 2 sessions

October 12, 2004 3 sessions

October 13, 2004 3 sessions

November 29, 2004 2 sessions

Total Forum Fees = \$13,200.00

The Panel has assessed forum fees in the amount of \$6,600.00 to Claimant.

The Panel has assessed forum fees in the amount of \$6,600.00 to Respondent Prudential.

**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 = \$ 600.00

Forum Fees = \$ 6,600.00

Total Fees = \$ 7,200.00

Less payments = \$ 1,800.00

Balance Due NASD Dispute Resolution = \$ 5,400.00

Respondent Prudential is solely liable for:

Counterclaim Filing Fee = \$ 2,000.00

Member Fees = \$ 8,550.00

Forum Fees = \$ 6,600.00

Total Fees = \$17,150.00

Less payments = \$10,250.00

Balance Due NASD Dispute Resolution = \$ 6,900.00

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

**ARBITRATION PANEL**

<i>James Barry Wright</i>	-	<i>Public Arbitrator, Presiding Chairperson</i>
<i>Kitty G. Grubb, Esq.</i>	-	<i>Public Arbitrator</i>
<i>Arthur L. Tepper, Esq.</i>	-	<i>Public Arbitrator</i>

**Concurring Arbitrators' Signatures**

/s/  
James Barry Wright  
Public Arbitrator, Presiding Chairperson

December 1, 2004  
Signature Date

/s/  
Kitty G. Grubb, Esq.  
Public Arbitrator

December 1, 2004  
Signature Date

/s/  
Arthur L. Tepper, Esq.  
Public Arbitrator

December 1, 2004  
Signature Date

December 2, 2004  
Date of Service (For NASD Dispute Resolution office use only)

May 19, 2005 4:05PM NASD

FROM: THE WRIGHT GROUP

Dec. 1, 2004 1:24PM NASD

No. 9936 P. 7

Dec. 01 2004 12:14PM P1

No. 3560 P. 7/7

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James Barry Wright

King G. Grubb, Esq.

Arthur L. Tepper, Esq.

Public Arbitrator, Presiding Chairperson

Public Arbitrator

Public Arbitrator

Concurring Arbitrators' Signatures

James Barry Wright

Public Arbitrator, Presiding Chairperson

12/1/04  
Signature Date

King G. Grubb, Esq.

Public Arbitrator

Signature Date

Arthur L. Tepper, Esq.

Public Arbitrator

Signature Date

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\_\_\_\_\_  
James Barry Wright  
Public Arbitrator, Presiding Chairperson

\_\_\_\_\_  
Signature Date

*Kitty G. Grubb*  
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Kitty G. Grubb, Esq.  
Public Arbitrator

*12/01/04*  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Arthur L. Tepper, Esq.  
Public Arbitrator

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Signature Date

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Dec. 11. 2004 3:47PM NASD

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Arthur L. Tepper, Esq.

Public Arbitrator, Presiding Chairperson  
Public Arbitrator  
Public Arbitrator

Concurring Arbitrators' Signatures

James Barry Wright  
Public Arbitrator, Presiding Chairperson

Signature Date

Kitty G. Grubb, Esq.  
Public Arbitrator

Signature Date

  
Arthur L. Tepper, Esq.  
Public Arbitrator

12/1/04  
Signature Date

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