
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants

Michael Logan
Mindy G. Harper

Case Number: 04-03696

Name of the Respondent

Tim Logan

Hearing Site: Tampa, FL

Nature of the Dispute: Customer vs. Associated Person.

REPRESENTATION OF PARTIES

For Michael Logan and Mindy G. Harper ("Claimant Harper"), hereinafter collectively referred to as "Claimants": Michael Logan, Palmetto, FL.

For Tim Logan ("Logan"), hereinafter referred to as "Respondent": Joshua S. Pinsky, Esq., Stein, Rosenberg & Stein, P.A., Fort Lauderdale, FL.

CASE INFORMATION

Statement of Claim filed on or about: May 15, 2004.

Claimants signed the Uniform Submission Agreement: June 13, 2004.

Answer, Affirmative Defenses, and Motion to Dismiss filed by Respondent on or about: September 28, 2004

Respondent signed the Uniform Submission Agreement: September 1, 2004.

Motion For Clarification filed by Respondent on or about: May 11, 2005.

Response to the Motion For Clarification filed by Claimants on or about: May 19, 2005.

CASE SUMMARY

Claimants asserted the following causes of action: failure to supervise; negligence; failure to execute; churning; misrepresentation; omission of facts; and, manipulation. The causes of action relate to the surrender of a Pacific Life annuity in Claimant Harper's account.

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

RELIEF REQUESTED

Claimants requested compensatory damages of \$25,828.59, interest of \$600.00, and disgorgement of commissions.

Respondent requested dismissal of the Statement of Claim, costs, attorneys' fees, and any other and further relief that the undersigned arbitrator (the "Arbitrator") deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

On or about January 18, 2005, the Arbitrator issued an order which denied Respondent's Motion to Dismiss.

On or about June 11, 2005, the Arbitrator entered an order in response to Respondent's Motion for Clarification which stated, in pertinent part, that (1) only accounts in Mindy Harper's name and for her benefit are at issue in this case and (2) Michael Logan is only serving as the representative of Mindy Harper and has no claim of his own at issue.

Respondent moved for a directed verdict and expungement at the close of Claimant Harper's case. The Arbitrator denied the request for directed verdict, without prejudice, and deferred ruling on Respondent's request for expungement.

During closing argument at the evidentiary hearing, Respondent withdrew his request for attorneys' fees.

The parties agreed that a handwritten, signed Award may be entered in this matter.

AWARD

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

Claimant Harper's claims are dismissed, with prejudice.

Any and all claims for relief not specifically addressed herein, including Respondent's request for expungement, are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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	= \$ 150.00
--------------------------	-------------

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Prudential Equity Group, LLC is a member firm and employed Respondent at the time of the events giving rise to the dispute. Accordingly, Prudential Equity Group, LLC is assessed the following member fees:

Member surcharge	= \$ 600.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$1,000.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No adjournment fees were assessed during these proceedings.

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:

No three-day cancellation fees were 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.

No injunctive relief fees were assessed during these proceedings.

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(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) Pre-hearing sessions with a single arbitrator @ \$450.00/session = \$ 900.00

Pre-hearing conferences:	December 28, 2004	1 session
	April 11, 2005	1 session

Two (2) Hearing sessions @ \$450.00/session = \$ 900.00

Hearing Date:	September 23, 2005	2 sessions
---------------	--------------------	------------

Total Forum Fees	= \$1,800.00
------------------	--------------

The Arbitrator has assessed \$900.00 of the forum fees to Claimant Harper.

The Arbitrator has assessed \$900.00 of the forum fees to Respondent.

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 costs were incurred during these proceedings.

Fee Summary

Claimants are jointly and severally liable for:

<u>Initial Filing Fee</u>	= \$ 150.00
<u>Total Fees</u>	= \$ 150.00
<u>Less payments</u>	= \$ 150.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Claimant Harper is solely liable for:

<u>Forum Fees</u>	= \$ 900.00
<u>Total Fees</u>	= \$ 900.00
<u>Less payments</u>	= \$ 450.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 450.00

Respondent is solely liable for:

<u>Forum Fees</u>	= \$ 900.00
<u>Total Fees</u>	= \$ 900.00
<u>Less payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 900.00

Prudential Equity Group, LLC is solely liable for:

<u>Member Fees</u>	= \$ 2,350.00
<u>Total Fees</u>	= \$ 2,350.00
<u>Less payments</u>	= \$ 2,350.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

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

ARBITRATOR

Gayle B. Carlson, Esq.

Public Arbitrator

Arbitrator's Signature

/s/
Gayle B. Carlson, Esq.
Public Arbitrator

Signature Date

October 5, 2005
Date of Service (For NASD Dispute Resolution use only)

OCT. 5. 2005 11:25AM NASD BOCA RATON

NO. 144 P. 5

NASD Dispute Resolution

Arbitration No. 04-03696

Award Page 4 of 4Fee Summary

Claimants are jointly and severally liable for:

<u>Initial Filing Fee</u>	= \$ 150.00
<u>Total Fees</u>	= \$ 150.00
<u>Less payments</u>	= \$ 150.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Claimant Harper is solely liable for:

<u>Forum Fees</u>	= \$ 900.00
<u>Total Fees</u>	= \$ 900.00
<u>Less payments</u>	= \$ 450.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 450.00

Respondent is solely liable for:

<u>Forum Fees</u>	= \$ 900.00
<u>Total Fees</u>	= \$ 900.00
<u>Less payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 900.00

Prudential Equity Group, LLC is solely liable for:

<u>Member Fees</u>	= \$ 2,350.00
<u>Total Fees</u>	= \$ 2,350.00
<u>Less payments</u>	= \$ 2,350.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

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

ARBITRATOR

Gayle B. Carlson, Esq.

Public Arbitrator

Arbitrator's Signature

Gayle B. Carlson
Gayle B. Carlson, Esq.
Public Arbitrator

10/5/05
Signature Date

Date of Service (For NASD Dispute Resolution use only)

NASD DISPUTE RESOLUTION AWARD
NASD DISPUTE RESOLUTION

CASE: 04-03697

Ryan Beck & Co., Inc., Claimant v. Michael G. Tepperman, Respondent

ATTORNEYS:

For Claimant Ryan Beck & Co., Inc. ("Claimant") appeared Jennifer Woods Burke, Esq., previously David W. Schmidt, Esq., Lubiner & Schmidt, Cranford, NJ.

Respondent Michael G. Tepperman ("Respondent") did not file a Statement of Answer in this matter.

NATURE OF DISPUTE: Member v. Associated Person.

DATE FILED: May 20, 2004.

CASE SUMMARY: Claimant alleged that Respondent breached a training agreement when he failed to repay monies owed pursuant to the terms of the agreement.

Claim Data

Claim: \$14,000.00
Interest: Unspecified
Attorney Fees: Unspecified
Filing Fees: Unspecified
Other: Unspecified

Award Data

Award: \$12,000.00
Interest: \$.00
Attorney Fees: \$.00
Filing Fees: \$.00
Other: \$.00

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) Respondent is liable for and shall pay Claimant \$12,000.00. 2) All requests for interest are denied. 3) All requests for attorney fees are denied. 4) All other relief requests are denied. 5) NASD Dispute Resolution shall retain the \$1,050.00 filing fee that the claimant deposited previously.

OTHER FEES: Pursuant to Rule 10333 of the Code, Claimant has paid to NASD Dispute Resolution the \$00.00 Member Surcharge previously invoiced.

OTHER ISSUES: Pursuant to the By-Laws of NASD Dispute Resolution, the arbitrator determined that Respondent was served notice of the Statement of Claim, Notification of Arbitrator, and Overdue Notice by regular mail, and is therefore bound by the arbitrator's ruling and determination.

Page Two
Award 04-03697

Steven J. Alperin - Sole Non-Public Arbitrator

AFFIRMATION

I, Steven J. Alperin, do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.



Steven J. Alperin

1/18/05

Signature Date

January 21, 2005

Date of Service (For NASD-DR office use only)