
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Mel Lipkin

Case Number: 04-07321

Name of the Respondent
Prudential Securities

Hearing Site: Columbia, South Carolina

Nature of the Dispute: Customer vs. Member.

REPRESENTATION OF PARTIES

For Mel Lipkin, hereinafter referred to as "Claimant": S. Jahue Moore, Esq., Moore, Taylor & Thomas, P.A., Columbia, South Carolina.

For Prudential Securities ("Prudential"), hereinafter referred to as "Respondent": Carole A. McDonald, Esq., Prudential Equity Group, LLC, New York, New York.

CASE INFORMATION

Statement of Claim filed on or about: October 18, 2004.

Claimant signed the Uniform Submission Agreement: October 8, 2004.

Amended Statement of Claim filed by Claimant on or about: October 29, 2004.

Statement of Answer filed by Respondent on or about: April 4, 2005.

Respondent Prudential signed the Uniform Submission Agreement: April 4, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: 1) breach of contract; 2) negligence; 3) fraud; 4) breach of fiduciary duty; 5) common law fraud; 6) violation of Federal Rule 10b-5, promulgated under 15 USC § 78j; 7) violation of NYSE Rule 405, NYSE Rule 408, NYSE Rule 342, NASD Rule 2310, NASD IM-2310-2, NASD IM-2310-4(4) and other NYSE and NASD regulations; 8) breach of duty to prudently supervise and manage accounts; 9) negligent misrepresentation; and 10) violation of Sections 35-1-1210, 35-1-1490 and 35-1-1500 of the South Carolina Code Annotated. The causes of action relate to Claimant's investment in, including but not limited to, Van Kampen Agg. Growth – Int., Avaya, Inc., Telllabs, Inc., Agere Sys, Inc. – Class A, Agere Sys, Inc. – Class B, PSINet, Inc., Daimler Chrysler and Troy Ounces Gold.

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

RELIEF REQUESTED

Claimant requested: 1) compensatory damages in the amount of \$25,000.00; 2) an unspecified amount of consequential damages; 3) prejudgment interest at the highest legal rate; 4) costs; 5) reasonable attorneys' fees; and 6) such other and further relief as is just, equitable and proper.

Respondent requested: 1) denial of Claimant's request for an award of damages; 2) an award of Respondent's fees and expenses incurred in connection with defense of this claim; and 3) assessment of all costs associated with this claim against Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

On or about September 27, 2006, the parties submitted a request for the Arbitrator to make a final determination of this arbitration proceeding on the papers in lieu of conducting an evidentiary hearing. On or about September 28, 2006, the Arbitrator granted the parties' request for a determination on the papers.

The parties agreed that the Award in this matter may be executed in counterpart copies.

AWARD

After considering the pleadings and the record in this matter, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

- 1) Claimant's claims against Respondent are denied in their entirety.
- 2) Each party shall bear its own costs and attorneys' fees.
- 3) Any and all claims for 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 Dispute Resolution will retain or collect the non-refundable filing fees for each claim:
Initial claim filing fee = \$ 125.00

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

Member Surcharge	= \$ 425.00
Total Member Fees	= \$ 425.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No adjournments were requested in this matter.

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 in this matter.

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 Arbitrator.

Injunctive relief fees were not assessed in this matter.

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:

Paper Record Fee	= \$ 300.00
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The Arbitrator has assessed forum fees in the amount of \$150.00 to Claimant.

The Arbitrator has assessed forum fees in the amount of \$150.00 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.

There were no administrative costs incurred in this matter.

Fee Summary

Claimant is solely liable for:

Paper Record Fee	= \$ 150.00
Initial Filing Fee	= \$ 125.00
Total Fees	= \$ 275.00
Less Payments	= \$ 275.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Prudential is solely liable for:

Paper Record Fee	= \$ 150.00
Member Fees	= \$ 425.00
<u>Total Fees</u>	<u>= \$ 575.00</u>
<u>Less Payments</u>	<u>= \$ 425.00</u>
Balance Due NASD Dispute Resolution	= \$ 150.00

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

ARBITRATOR

Clifford B. Altfeld

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Public Arbitrator

Arbitrator's Signature

/s/
Clifford B. Altfeld
Public Arbitrator

January 22, 2007
Signature Date

January 23, 2007
Date of Service (For NASD Dispute Resolution office use only)

Respondent Prudential is solely liable for:

Paper Record Fee = \$ 150.00

Member Fees **= \$ 425.00**

Total Fees	= \$ 575.00
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Less Payments **= \$ 425.00**

Balance Due NASD Dispute Resolution	= \$ 150.00
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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.

ARBITRATOR

Clifford B. Altfield

Public Arbitrator

Arbitrator's Signature

Clifford B. Allfeld

Clifford B. Altfield
Public Arbitrator

1/22/2007
Signature Date

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