

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Kevin Liles and Glenesa Liles (Claimants) v. Prudential Equity Group, LLC f/k/a Prudential Securities, Inc., Andrew E. Samalin, and Stephen Glynn (Respondents)

Case Number: 04-07404

Hearing Site: Newark, New Jersey

Nature of the Dispute: Customer v. Member and Associated Persons

REPRESENTATION OF PARTIES

Claimants Kevin Liles, Individually ("K. Liles") and Kevin and Glenesa Liles, Joint Account ("K & G Liles") hereinafter collectively referred to as "Claimants": Brian E. Maas, Esq., Frankfurt Kurnit Klein & Selz, P.C. New York, NY.

Respondents Prudential Equity Group, LLC f/k/a Prudential Securities, Inc. ("Prudential") and Stephen Glynn ("Glynn"): Craig L. Siegel, Esq., Kramer Levin Naftalis & Frankel, LLP, New York, NY.

Respondent Andrew E. Samalin ("Samalin"): Christopher N. Lewis, Esq., Duane Morris LLP, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: October 20, 2004.

K. Liles signed the Uniform Submission Agreement: October 6, 2004.

G. Liles signed the Uniform Submission Agreement: October 13, 2004.

Joint Statement of Answer filed by Prudential, Glynn and Samalin on or about: January 21, 2005.

Prudential signed the Uniform Submission Agreement: January 20, 2005.

Glynn signed the Uniform Submission Agreement: January 20, 2005.

Samalin signed the Uniform Submission Agreement: January 20, 2005.

CASE SUMMARY

Claimants asserted the following causes of action: fraud; negligent misrepresentation; breach of contract; breach of fiduciary duty; conversion; mismanagement; securities fraud; failure to supervise; unjust enrichment, and accounting. The causes of action relate to unauthorized wire transfers and trading in unspecified stocks.

Unless specifically admitted in their Answer, Prudential, Glynn and Samalin denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various

affirmative defenses.

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$600,000.00; punitive damages in the amount of \$5,000,000.00; costs; attorneys' fees; expenses, and such other relief as the Panel may deem just and proper.

Prudential, Glynn and Samalin requested dismissal of the Statement of Claim in its entirety; expungement of all references to this claim from the CRD records of Glynn and Samalin; costs; attorneys' fees, and such other relief as is just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

By letter dated February 21, 2006, Claimants informed NASD Dispute Resolution that a settlement had been reached with all parties. Pursuant to the terms of the settlement, the parties are seeking expungement of this arbitration from the CRD records of Glynn and Samalin.

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

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. The Statement of Claim is dismissed in its entirety with prejudice.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Andrew E. Samalin's registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 04-16, Respondent Andrew E. Samalin must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by the NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

Pursuant to Rule 2130, the arbitration panel has made the following affirmative findings of fact:

The registered person was not involved in the alleged investment-related sales practice violation, forgery, theft, misappropriation, or conversion of funds.

3. The Panel recommends the expungement of all reference to the above captioned arbitration from Stephen P. Glynn's registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 04-16, Stephen P. Glynn must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by the NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

Pursuant to Rule 2130 of the NASD Code of Arbitration Procedure, the arbitration panel has made the following affirmative findings of fact:

The registered person was not involved in the alleged investment-related sales practice violation, forgery, theft, misappropriation, or conversion of funds.

4. Any and all relief not specifically addressed herein, including punitive damages, 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	= \$ 600.00
--------------------------	-------------

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 persons at the time of the events giving rise to the dispute. In this matter, Prudential Equity Group, LLC is a party.

Member Surcharge	= \$ 3,350.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$ 5,500.00

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:

February 7, 8, 9, 10, 14, 16, 28, 2006 and March 2, 2006 settlement by the parties

	= \$	300.00
K Liles' share	= \$	60.00
K & G Liles' share	= \$	60.00
Prudential's share	= \$	60.00
Samalin's share	= \$	60.00
Glynn's share	= \$	60.00

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing 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. Forum fees associated with these proceedings are:

One (1) Pre-hearing conference session with a single arbitrator @ \$450 per session
= \$ 450.00

Pre-hearing conference: July 18, 2005 1 session

One (1) Pre-hearing conference session with the Panel @ \$1,200.00 per session
= \$ 1,200.00

Pre-hearing conference: April 12, 2005 1 session

Total Forum Fees = \$ 1,650.00

1. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure, K. Liles has been assessed \$330.00 of the forum fees.
2. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure, K & G Liles have been assessed \$330.00 of the forum fees.
3. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure, Prudential has been assessed \$330.00 of the forum fees.
4. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure, Glynn has been assessed \$330.00 of the forum fees.
5. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Samalin has been assessed \$330.00 of the forum fees.

Fee Summary

1. Claimants are jointly and severally liable for:
Initial Filing Fee = \$ 600.00

Forum Fees	= \$	540.00
Total Fees	= \$	1,140.00
Less payments	= \$	1,670.00
Refund Due to Claimants	= \$	530.00

Pursuant to Rule 10332(f) of the Code of Arbitration Procedure, NASD is retaining the total amount of the hearing session deposited by the Claimants because this office was notified by the parties that they settled or withdrew this matter within eight business days of the first scheduled hearing session.

2. K. Liles is solely liable for:

Three Day Cancellation Fee	= \$	60.00
Forum Fees	= \$	330.00
Total Fees	= \$	390.00
Less payments	= \$	390.00
Balance Due NASD Dispute Resolution	= \$	0.00

3. K & G Liles are jointly and severally liable for:

Three Day Cancellation Fee	= \$	60.00
Forum Fees	= \$	330.00
Total Fees	= \$	390.00
Less payments	= \$	390.00
Balance Due NASD Dispute Resolution	= \$	0.00

4. Prudential is solely liable for:

Member Fees	= \$	9,600.00
Forum Fees	= \$	330.00
Three Days Cancellation Fee	= \$	60.00
Total Fees	= \$	9,990.00
Less payments	= \$	9,600.00
Balance Due NASD Dispute Resolution	= \$	390.00

5. Glynn is solely liable for:

Forum Fees	= \$	330.00
Three Days Cancellation Fee	= \$	60.00
Total Fees	= \$	390.00
Less payments	= \$	0.00
Balance Due NASD Dispute Resolution	= \$	390.00

6. Samalin is solely liable for:

Forum Fees	= \$	330.00
Three Days Cancellation Fee	= \$	60.00
Total Fees	= \$	390.00

NASD Dispute Resolution
Arbitration No. 04-07404
Award Page 6 of 7


Less payments	= \$	0.00
Balance Due NASD Dispute Resolution	= \$	390.00

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 1033(g) of the Code.

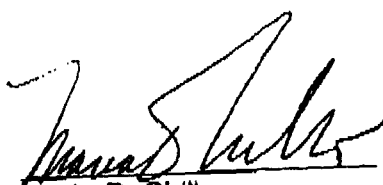
ARBITRATION PANEL

James M. Rhodes	-	Public Arbitrator, Presiding Chair
Maria D. Cirillo	-	Public Arbitrator
Clifford A. Harwick	-	Non-Public Arbitrator

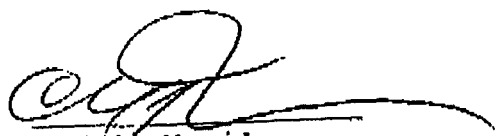
Concurring Arbitrators' Signatures


James M. Rhodes
Public Arbitrator, Presiding Chair

5/15/06
Signature Date


Maria D. Cirillo
Public Arbitrator

5/19/06
Signature Date


Clifford A. Harwick
Non-Public Arbitrator

Signature Date

May 26, 2006
Date of Service (For NASD office use only)