

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant

Case Number: 05-01803

Elizabeth Ramirez Cartwright

Names of the Respondents

Hearing Location: Memphis, Tennessee

Morgan Keegan & Company, Inc.
Neil Prosser
Maryanne Post

Nature of the Dispute: Associated Person vs. Member and Associated Persons.

REPRESENTATION OF PARTIES

Claimant Elizabeth Ramirez Cartwright, hereinafter referred to as "Claimant", was represented by Erwin Shustak, Esq., Shustak & Partners, San Diego, California.

Respondents Morgan Keegan & Company, Inc., ("Morgan Keegan"), Neil Prosser ("Prosser"), and Maryanne Post ("Post"), hereinafter collectively referred to as "Respondents", were represented by Michael A. Brady, Esq., Tate, Lazarini & Beall, PLC, Memphis, Tennessee.

CASE INFORMATION

Statement of Claim filed on April 4, 2005.

Claimant signed the Uniform Submission Agreement on April 11, 2005.

Statement of Answer and Motion to Dismiss filed by Respondents on July 11, 2005.

Respondent Prosser signed the Uniform Submission Agreement on July 8, 2005.

Respondent Post signed the Uniform Submission Agreement on July 23, 2005.

A representative of Respondent Morgan Keegan executed the Uniform Submission Agreement on November 22, 2005.

Claimant filed a Memorandum of Points and Authorities in Opposition to Respondents' Motion to Dismiss on December 6, 2005.

Respondent filed a Reply to Claimant's Memorandum of Points and Authorities in Opposition to the Motion to Dismiss of Respondents on December 13, 2005.

Respondents filed a Renewed Motion to Dismiss on April 24, 2006.

Claimant filed an Opposition to Respondents' Motion to Dismiss on May 15,

2006.

Respondents filed a Reply to Claimant's Opposition to Respondents' Motion to Dismiss on May 26, 2006.

CASE SUMMARY

Claimant asserted the following causes of action, among others: Title VII Discrimination or Retaliation, Tennessee Human Rights Act (THRA) violations, common law retaliatory discharge, and common law defamation. The causes of action relate to Claimant's employment with and termination from Respondent Morgan Keegan.

Unless specifically admitted in their Answer, Respondent denied the allegations made in the Statement of Claim and asserted the following defenses, among others: statute of limitations, Claimant's employment was at-will, failure to state a claim upon which relief may be granted, individual Respondents are not subject to individual liability, any loss or damage was the result of superseding or intervening causes beyond the control of Respondent, failure to mitigate damages, unclean hands, and qualified privilege.

RELIEF REQUESTED

Claimant in her Statement of Claim did not specify her relief request.

Respondents in their Statement of Answer requested dismissal of the Statement of Claim, attorneys' fees, costs, and such other further relief to which they may be entitled.

OTHER ISSUES CONSIDERED AND DECIDED

On December 22, 2005, the Arbitration Panel (the "Panel") ruled: the Title VII Claim is time-barred and is dismissed with prejudice; the THRA Claim is time-barred and is dismissed with prejudice; the common law retaliatory discharge claim is time-barred and is dismissed with prejudice; the common law defamation claim is a continuing claim and Claimant's Motion to Dismiss is denied and that Claimant will be allowed to present additional evidence in support of this claim at the hearing; and the Motions to Dismiss the individual claims against Respondents' Prosser and Post are denied. Respondents subsequently renewed their Motion to Dismiss.

The parties have 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 and argument, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. All claims are dismissed with prejudice;
2. The parties shall bear their respective costs, including attorneys' fees, except as Fees are specifically addressed below; and
3. Any and all relief not specifically addressed herein, including punitive damages, is denied in its entirety.

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	= \$	250.00
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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 person(s) at the time of the events giving rise to the dispute. Accordingly, Respondent Morgan Keegan is a party.

Member surcharge	= \$	1,500.00
Pre-hearing process fee	= \$	750.00
<u>Hearing process fee</u>	= \$	<u>2,200.00</u>
Total Member Fees	= \$	4,450.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

April 11-14, 2006, adjournment by Claimant	= \$	1,000.00
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The Panel has assessed \$ 1,000.00 of the adjournment fees to Claimant.

Forum Fees and Assessments

The Panel 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 Panel @ \$ 1,000.00	= \$	2,000.00
Pre-hearing conferences: November 21, 2005	1 session	
December 21, 2005	1 session	
Total Forum Fees	= \$	2,000.00

1. The Panel has assessed \$ 1,000.00 of the forum fees to Claimant.
2. The Panel has assessed \$ 1,000.00 of the forum fees to Respondent Morgan Keegan.

FEE SUMMARY

1. Claimant is assessed and shall pay the following fees:

Initial Filing Fee	= \$	250.00
Adjournment Fee	= \$	1,000.00
Forum Fees	= \$	1,000.00
Total Fees	= \$	2,250.00
Less payments	= \$	600.00
Balance Due NASD Dispute Resolution	= \$	1,650.00

2. Respondent Morgan Keegan is assessed and shall pay the following fees:

Member Fees	= \$	4,450.00
Forum Fees	= \$	1,000.00
Total Fees	= \$	5,450.00
Less payments	= \$	4,450.00
Balance Due NASD Dispute Resolution	= \$	1,000.00

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

ARBITRATION PANEL

J. Maxwell Williams, Esq.	-	Public Arbitrator, Presiding Chairperson
Robert J. Warner, Jr., LLB	-	Public Arbitrator, Panelist
Patricia Best Vital, Esq.	-	Public Arbitrator, Panelist

Concurring Arbitrators' Signatures




J. Maxwell Williams, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date
7-5-06



Robert J. Warner, Jr., LLB
Public Arbitrator, Panelist

Signature Date



Patricia Best Vital, Esq.
Public Arbitrator, Panelist



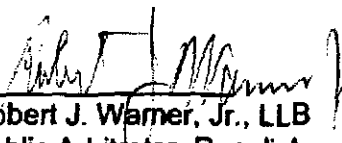
Signature Date
7-5-06

July 6, 2006
Date of Service (For NASD Dispute Resolution office use only)

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J. Maxwell Williams, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



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Public Arbitrator, Panelist

7/1/06

Signature Date

Patricia Best Vital, Esq.
Public Arbitrator, Panelist

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