
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant

Nicholas C. Hodges

Case Number: 05-02771

(consolidated with 05-04012)

Names of the Respondents

Partner Connections, LLC

Kirby Living Trust

James Kirby

Briden Investments, LLC

William Little

John Stevko

Hearing Site: Jackson, Mississippi

In the Matter of the Arbitration Between:

Name of the Claimant

Partner Connections, LLC

Case Number: 04-04012

(consolidated with 05-02771)

Names of the Respondents

NCH Partners, LLP

Nick Hodges

Buckthorne Enterprises

Toni Nurnberger

Hearing Site: Jackson, Mississippi

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

REPRESENTATION OF PARTIES

For Nicholas C. Hodges ("Hodges"), NCH Partners, LLP ("NCH"), Buckthorne Enterprises ("Buckthorne"), and Toni Nurnberger ("Nurnberger"), hereinafter collectively referred to as "Hodges Parties": Marc Dobin, Esq. and Brian Buckstein, Esq., Dobin and Jenks, Jupiter, Florida.

For Partner Connections, LLC ("Partner Connections"), Kirby Living Trust ("Kirby Trust"), James Kirby ("Kirby"), Briden Investments, LLC ("Briden"), William Little ("Little") and John Stevko ("Stevko"), hereinafter collectively referred to as "Partner Parties": Leonard D. Duboff, Esq., The Duboff Law Group, LLC, Portland, Oregon and L. Jerome Stanley, Esq., L. Jerome Stanley, P.C., Baton Rouge, Louisiana.

CASE INFORMATION

The following pleadings were filed in Case No. **05-02771**:

Statement of Claim filed by Hodges on or about: May 26, 2005.

Hodges signed the Uniform Submission Agreement: May 31, 2005.

Partner Connections signed the Uniform Submission Agreement: June 30, 2005.

Kirby Trust and Kirby signed the Uniform Submission Agreement: July 15, 2005.

Briden signed the Uniform Submission Agreement: July 15, 2005.
Little signed the Uniform Submission Agreement: July 15, 2005.
Stevko signed the Uniform Submission Agreement: July 15, 2005.
Answer of Partner Parties filed on or about: July 21, 2005.
Motion to Consolidate Parallel NASD Actions filed by Hodges Parties on or about: August 12, 2005.
Opposition to Hodges Parties' Motion for Consolidation filed by Partner Connections on or about: September 21, 2005.
Answer to Partner Parties' Statement of Claim in Case No. **05-04012** and Renewed Motion to Consolidate Case with Related Case No. **05-02771** filed by Hodges Parties on or about: October 14, 2005.
Motion to Amend the Statement of Claim with Proposed Amendment filed by Hodges Parties on or about: December 28, 2005.
Motion for Leave to File Supplemental Statement of Claim filed by Partner Parties on or about: March 30, 2006.
Opposition to Partner Parties' Motion for Leave to File Supplemental Statement of Claim to Assert an Additional Unrecognized Cause of Action filed by Hodges Parties' on or about: April 19, 2006.
Reply in Support of its Motion for Leave to File Supplemental Statement of Claim filed by Partner Parties on or about: May 3, 2006.
Supplemental Statement of Claim filed by Partner Parties on or about: May 15, 2006.
Response to Partner Parties' Supplemental Statement of Claim filed by Hodges Parties on or about: June 1, 2006.

The following pleadings were filed in Case Number **05-04012**:

Statement of Claim filed by Partner Connections on or about: August 2, 2005.
Partner Connections signed the Uniform Submission Agreement: July 27, 2005.
NCH signed but did not date the Uniform Submission Agreement.
Buckthorne signed but did not date the Uniform Submission Agreement.
Nurnberger signed but did not date the Uniform Submission Agreement.
Hodges signed but did not date the Uniform Submission Agreement.
Answer to Partner Parties' Statement of Claim in Case Number **05-04012** and Renewed Motion to Consolidate Case with Related Case No. **05-02771** filed by Hodges Parties on or about: October 14, 2005.

CASE SUMMARY

In Case No. **05-02771**, Hodges asserted the following causes of action: 1) filing a false and defamatory U-5; 2) interference with contractual relationships and prospective business relationships; and, 3) wrongful expulsion from Partner Connections. The cause of action relates to Hodges employment with Partner Connections.

In Case No. **05-04012**, Partner Connections asserted the following causes of action: 1) copyright infringement; 2) trademark infringement; 3) breach of contract; 4) usurping opportunities; 5) intentional interference with contractual relationships; 6) intentional interference with business relations; 7) intentional interference with prospective business advantage; 8) breach of fiduciary duty and duty of loyalty; 9) breach of covenant of good faith and fair dealing; 10) conversion; 11)

misappropriation of trade secrets - ORS 464.461 *et seq*; and, 12) spoliation of evidence. The causes of action relate to Hodges Parties' employment with Partner Connections.

Unless specifically admitted in their Answer, Partners Parties denied the allegations made in Hodges' Statement of Claim, as amended, and asserted various defenses.

Unless specifically admitted in their Answer, as amended, Hodges Parties denied the allegations made in Partner Connections' Statement of Claim, as supplemented, and asserted various defenses.

RELIEF REQUESTED

In Case No. **05-02771**, Hodges requested: 1) compensatory damages in an amount of \$1,000,000.00; 2) expungement of his U-5 record; 3) unspecified punitive damages; 4) costs; 5) attorneys' fees; and, 6) the unpaid payments that Kirby contracted to pay NCH for a 5% interest in Partner Connections.

In Case No. **05-02771**, Partner Parties requested that Hodges take nothing by his Statement of Claim.

In Case No. **05-02771**, Partner Connections requested: 1) the relief requested in the Statement of Claim in Case No. **05-04012**; 2) that Hodges Parties pay unspecified compensatory damages for spoliation of evidence; and, 3) relief for imposition of an inference that the evidence contained on the computer's hard drive would be detrimental to Hodges Parties.

In Case No. **05-04012**, Partner Connection requested: 1) that Hodges Parties pay compensatory damages in the amount of \$1,600,000.00; 2) that Hodges and Nurnberger be permanently enjoined from infringing Partner Connections' copyright and from reproducing, publishing, selling, marketing, or otherwise disposing of any copies of *The Lazy CPA's Guide for Adding Financial Services to your Tax Practice* (the "Work"); 3) that Hodges and Nurnberger pay to Partner Connections for their unfair trade practices and unfair competition; 4) that Hodges and Nurnberger deliver all copies of the Work in their possession to be delivered up and be impounded during the pendency of the above referenced arbitration proceeding; 5) that Hodges be permanently enjoined from engaging in any trademark infringement; 6) that Hodges be required to deliver-up all infringing items for destruction; 7) that Hodges be required to pay to Partner Connections for the gain, profits and advantages obtained as a result of the alleged infringements of the mark *The Lazy CPA*; 8) that NCH be required to pay for breach of contract; 9) that NCH and Hodges be required to pay for usurping opportunities of the Partner Connections; 10) that Hodges Parties shall pay for alleged intentional interference with contractual relationships; 11) that Hodges Parties shall pay for alleged intentional interference with business relations; 12) that Hodges Parties shall pay for alleged intentional interference with prospective business advantage; 13) that NCH and Hodges shall pay for alleged breach of fiduciary duty and duty of loyalty; 14) that NCH and Hodges shall pay for alleged breach of covenant of good faith and fair dealing; 15) that Hodges Parties shall pay \$160,000.00 for alleged claim of conversion; 16) that Hodges and Nurnberger are permanently enjoined from using trade secrets obtained from Partner Connections; 17) attorneys' fees; 18) costs and disbursements; and, 19) such other relief as deemed appropriate.

In Case No. **05-04012**, Hodges Parties requested denial of the Statement of Claim.

OTHER ISSUES CONSIDERED AND DECIDED

On or about November 15, 2005, the Panel granted the parties' joint request to consolidate NASD Dispute Resolution Case No. **05-02771** with NASD Dispute Resolution Case No. **05-04012**.

On or about January 23, 2006, the Panel issued an order granting Hodges Parties' Motion to Amend the Statement of Claim submitted on December 28, 2005 in Case No. **05-02771**.

On or about May 4, 2006, the Panel issued an order granting Partner Parties' Motion for Leave to Supplement the Statement of Claim submitted March 30, 2006 in Case No. **05-02771**.

During the evidentiary hearing, Partner Parties withdrew its claim for relief for the following: that Hodges be permanently enjoined from engaging in any trademark infringement as stated above in relief request #5 in Case No. **05-4012**; that Hodges Parties shall pay \$160,000.00 for alleged claim of conversion as stated above in relief request #15 in Case No. **05-4012**; that Hodges and Nurnberger are permanently enjoined from using trade secrets obtained from Partner Connections as stated above in relief request #16 in Case No. **05-4012**; and, that Hodges Parties pay unspecified compensatory damages for spoliation of evidence as stated above in relief request #2 in Case No. **05-2771**.

During the evidentiary hearing, Hodges asserted the following claims: wrongful expulsion from Partner Connections, LLC; tortious interference by Kirby with Hodges' clients; and, ownership of the copyright to "The Lazy CPA's Guide for Adding Financial Services to your Tax Practice."

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, evidence and testimony presented at the evidentiary hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows.

- 1) Partners Parties is found liable, jointly and severally, under the cause of action of defamation, and shall pay \$75,000.00 in compensatory damages to Hodges.
- 2) The Panel orders that the defamatory information in Hodges' U-5 be expunged. The Panel is ordering expungement relief based upon the defamatory nature of the information in the CRD system. The responses to questions 7b and 7f should be changed to a "no" so that the U-5 shows only voluntary termination. It is the intent of the Panel to require expungement of all defamatory information on Hodges' U-5, regarding an alleged investigation, alleged insider trading, any allegation that Hodges was at any time aware of any investigation, and anything related thereto.
- 3) Hodges' request for punitive damages is denied.
- 4) Hodges' request for costs is denied. No separate cost statement was submitted.

5) Partner Parties' is found liable, jointly and severally, and shall pay to Hodges \$87,352.59 in attorneys' fees under the authority of the terms stated in paragraph 16.11 of the Operating Agreement of Partner Connections.

6) Hodges' request for the unpaid payments that Kirby contracted to pay NCH for a 5% interest in Partner Connections is denied.

7) Hodges' request for damages arising from wrongful expulsion from Partner Connections is denied.

8) Hodges' request for damages arising from tortious interference by Kirby with Hodges' clients is denied.

9) Relating to ownership of the copyright to "*The Lazy CPA's Guide for Adding Financial Services to your Tax Practice*" (the "Work"), the Panel affirmatively finds that ownership of the copyright to the Work is solely held by Hodges. The case pending in the United States District Court in Oregon was stayed pending a decision by the Panel on ownership of the copyright to the Work. It is the intent of the Panel that entire ownership of the copyright in the Work be vested in Hodges, and that any filing by Partners Connection LLC be withdrawn and/or declared null and void.

10) Partner Connections' request for compensatory damages is denied.

11) Partner Connections' request that Hodges and Nurnberger be permanently enjoined from allegedly infringing Partner Connections' copyright and from reproducing, publishing, selling, marketing, or otherwise disposing of any copies of *The Lazy CPA's Guide for Adding Financial Services to your Tax Practice* (the "Work") is denied.

12) Partner Connections' request that Hodges and Nurnberger pay to Partner Connections for their unfair trade practices and unfair competition is denied.

13) Partner Connections' request that Hodges and Nurnberger deliver all copies of the Work in their possession to be delivered up and be impounded during the pendency of the above referenced arbitration proceeding is denied.

14) Partner Connections' request that Hodges be permanently enjoined from engaging in any trademark infringement was withdrawn at the evidentiary hearing.

15) Partner Connections' request that Hodges be required to deliver-up all infringing items for destruction is denied.

16) Partner Connections' request that Hodges be required to pay to Partner Connections for the gain, profits and advantages obtained as a result of the alleged infringements of the mark *The Lazy CPA* is denied.

17) Partner Connections' request that NCH be required to pay for breach of contract is denied.

18) Partner Connections' request that NCH and Hodges be required to pay for usurping opportunities of Partner Connections is denied.

19) Partner Connections' request that Hodges Parties pay for alleged intentional interference with contractual relationships is denied.

20) Partner Connections' request that Hodges Parties pay for alleged intentional interference with business relations is denied.

21) Partner Connections' request that Hodges Parties pay for alleged intentional interference with prospective business advantage is denied.

22) Partner Connections' request that NCH and Hodges pay for alleged breach of fiduciary duty and duty of loyalty is denied.

23) Partner Connections' request that NCH and Hodges pay for alleged breach of covenant of good faith and fair dealing is denied.

24) Partner Connections' request that Hodges Parties pay \$160,000.00 for alleged claim of conversion was withdrawn at the evidentiary hearing.

25) Partner Connections' request that Hodges and Nurnberger are permanently enjoined from using trade secrets obtained from Partner Connections was withdrawn at the evidentiary hearing.

26) Partner Connections' request for attorneys' fees is denied.

27) Partner Connections' request for costs and disbursements is denied.

28) Partner Connections' request for such other relief as deemed appropriate is denied.

29) Partner Connections' request for the relief requested in the Statement of Claim in Case No. **05-04012** is denied.

30) Partner Connections' request that Hodges Parties pay unspecified compensatory damages for spoliation of evidence was withdrawn at the evidentiary hearing.

31) Partner Connections' request for relief for an imposition of an inference that the evidence contained in the hard drive would be detrimental to Hodges Parties is denied.

32) 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 in Case No. **05-02771**:

Filing Fees

NASD will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee = \$375.00

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 Partner Connections is a member firm and a party.

Member surcharge	= \$2,250.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$4,000.00</u>
Total Member Fees	= \$7,000.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed in Case No. **05-02771**:

May 8 - 19, 2006 adjournment requested by Partner Parties = \$ 1,200.00

The Panel has assessed an adjournment fee in the amount of \$1,200.00 to Partner Parties, jointly and severally.

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 in Case No. **05-02771**.

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.

There were no injunctive relief fees assessed during these proceedings in Case No. **05-02771**.

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, which lasts four (4) hours or less. Fees associated with Case No. **05-02771** are:

Three (3) Decisions on discovery-related motions on the papers
with (1) one arbitrator @ \$200.00 = \$ 600.00
Partners Parties submitted two (2) discovery-related motions
July 6, 2006
November 29, 2006

Hodges Parties submitted one (1) discovery-related motion
January 13, 2006

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One (1) Pre-hearing session with a single Arbitrator @ \$450.00 per session=\$ 450.00
Pre-hearing conference: March 30, 2006 1 session

Two (2) Pre-hearing sessions with the Panel @ \$1,200.00 per session =\$ 2,400.00
Pre-hearing conferences: November 1, 2005 1 session
April 18, 2006 1 session

Twenty-One (21) Hearing sessions with the Panel @ \$1,200.00 per session=\$25,200.00
Hearing Dates: January 8, 2007 3 sessions
January 9, 2007 3 sessions
January 10, 2007 3 sessions
January 11, 2007 3 sessions
January 12, 2007 2 sessions
January 22, 2007 2 sessions
January 23, 2007 3 sessions
January 24, 2007 2 sessions

Total Forum Fees = \$28,650.00

The Panel has assessed the total forum fees in the amount of \$28,650.00 to Partner Parties, jointly and severally.

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 in Case No. **05-02771**.

Pursuant to the Code, the following fees are assessed in Case No. **05-04012**:

Filing Fees

NASD will retain or collect the non-refundable filing fees for each claim:

Initial claim 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 Partner Connection is a member firm and a party.

Member surcharge = \$2,800.00

Pre-hearing process fee = \$ 750.00

Total Member Fees = \$3,550.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournments requested during these proceedings for which fees were assessed in Case No. **05-04012**.

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 in Case No. **05-04012**.

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.

There were no injunctive relief fees assessed during these proceedings in Case No. **05-04012**.

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:

There were no forum fees assessed during these proceedings in Case No. **05-04012**.

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 in Case No. **05-04012**.

Fee Summary

In Case No. **05-02771**, Hodges is solely liable for:

<u>Initial Filing Fee</u>	= \$ 375.00
<u>Total Fees</u>	= \$ 375.00
<u>Less payments</u>	= \$ 375.00
Balance Due NASD Dispute Resolution	= \$ 0.00

In Case No. **05-02771**, Partner Connections is solely liable for:

<u>Member Fees</u>	= \$ 7,000.00
<u>Total Fees</u>	= \$ 7,000.00
<u>Less payments</u>	= \$ 7,000.00
Balance Due NASD Dispute Resolution	= \$ 0.00

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In Case No. **05-02771**, Partner Parties are jointly and severally liable for:

Adjournment Fees	= \$ 1,200.00
Forum Fees	= \$28,650.00
Total Fees	= \$29,850.00
Less payments	= \$ 7,150.00
Balance Due NASD Dispute Resolution	= \$22,700.00

In Case No. **05-04012**, Partner Connections is solely liable for:

Member Fees	= \$ 3,550.00
Initial Filing Fee	= \$ 2,000.00
Total Fees	= \$ 5,550.00
Less payments	= \$ 5,550.00
Balance Due NASD Dispute Resolution	= \$ 0.00

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

ARBITRATION PANEL

Hugh J. Moore, Jr., Esq.	-	Public Arbitrator, Presiding Chairperson
C. Ellis Henican, Jr., Esq.	-	Public Arbitrator
Gary S. Jefferson, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

/s/
Hugh J. Moore, Jr., Esq.
Public Arbitrator, Presiding Chairperson

February 6, 2007
Signature Date

/s/
C. Ellis Henican, Jr., Esq.
Public Arbitrator

February 7, 2007
Signature Date

/s/
Gary S. Jefferson, Esq.
Non-Public Arbitrator

February 6, 2007
Signature Date

February 8, 2007
Date of Service (For NASD Dispute Resolution office use only)

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In Case No. 05-02771, Partner Parties are jointly and severally liable for:

Adjournment Fees	= \$ 1,200.00
Forum Fees	= \$28,650.00
Total Fees	= \$29,850.00
Less payments	= \$ 7,150.00
Balance Due NASD Dispute Resolution	= \$22,700.00

In Case No. 05-04012, Partner Connections is solely liable for:

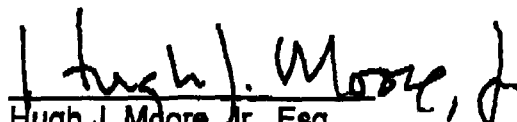
Member Fees	= \$ 3,550.00
Initial Filing Fee	= \$ 2,000.00
Total Fees	= \$ 5,550.00
Less payments	= \$ 5,550.00
Balance Due NASD Dispute Resolution	= \$ 0.00

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

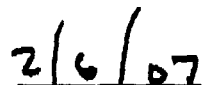
ARBITRATION PANEL

Hugh J. Moore, Jr., Esq.	-	Public Arbitrator, Presiding Chairperson
C. Ellis Henican, Jr., Esq.	-	Public Arbitrator
Gary S. Jefferson, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Hugh J. Moore, Jr., Esq.
Public Arbitrator, Presiding Chairperson



Signature Date

C. Ellis Henican, Jr., Esq.
Public Arbitrator

Signature Date

Gary S. Jefferson, Esq.
Non-Public Arbitrator

Signature Date

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

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In Case No. 05-02771, Partner Parties are jointly and severally liable for:

Adjournment Fees	= \$ 1,200.00
Forum Fees	= \$23,650.00
Total Fees	= \$24,850.00
Less payments	= \$ 2,150.00
Balance Due NASD Dispute Resolution	= \$22,700.00

In Case No. 05-04012, Partner Connections is solely liable for:

Member Fees	= \$ 3,550.00
Initial Filing Fee	= \$ 2,000.00
Total Fees	= \$ 5,550.00
Less payments	= \$ 5,550.00
Balance Due NASD Dispute Resolution	= \$ 0.00

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

ARBITRATION PANEL

Hugh J. Moore, Jr., Esq.	-	Public Arbitrator, Presiding Chairperson
C. Ellis Herican, Jr., Esq.	-	Public Arbitrator
Gary S. Jefferson, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Hugh J. Moore, Jr., Esq.
Public Arbitrator, Presiding Chairperson

Signature Date


C. Ellis Herican, Jr., Esq.
Public Arbitrator

2/7/07
Signature Date

Gary S. Jefferson, Esq.
Non-Public Arbitrator

Signature Date

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In Case No. **05-02771**, Partner Parties are jointly and severally liable for:

Adjournment Fees	= \$ 1,200.00
Forum Fees	= \$28,650.00
Total Fees	= \$29,850.00
Less payments	= \$ 7,150.00
Balance Due NASD Dispute Resolution	= \$22,700.00

In Case No. **05-04012**, Partner Connections is solely liable for:

Member Fees	= \$ 3,550.00
Initial Filing Fee	= \$ 2,000.00
Total Fees	= \$ 5,550.00
Less payments	= \$ 5,550.00
Balance Due NASD Dispute Resolution	= \$ 0.00

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

ARBITRATION PANEL

Hugh J. Moore, Jr., Esq.	-	Public Arbitrator, Presiding Chairperson
C. Ellis Henican, Jr., Esq.	-	Public Arbitrator
Gary S. Jefferson, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Hugh J. Moore, Jr., Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

C. Ellis Henican, Jr., Esq.
Public Arbitrator

Signature Date



Gary S. Jefferson, Esq.
Non-Public Arbitrator

2/6/07
Signature Date

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