

**Stipulated Award  
NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Names of the Claimants

William and Suzanne Keller  
Suzan and Carmen Latona

Case Number: 05-03707

(consolidated with 05-03610 and 05-03619)

Names of the Respondents

MidSouth Capital, Inc.  
Scott M. Zimmerman  
Mark David Hill  
David Alan Blume  
John Denny Margeson, Jr.  
Melanie Proctor Megenity  
John Baron, Jr.  
Jean Marie Baun

Hearing Site: Atlanta, Georgia

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In the Matter of the Arbitration Between:

Names of the Claimants

Cynthia Holland, Individually and as  
Trustee of the Michael T. Holland, Inc.  
Pension Plan and Trust  
Michael Holland, Individually and as  
Trustee of the Michael T. Holland, Inc.  
Pension Plan and Trust

Case Number: 05-03610

(consolidated with 05-03707 and 05-03619)

Names of the Respondents

MidSouth Capital, Inc.  
Scott M. Zimmerman  
John Baron, Jr.  
Mark David Hill  
David Alan Blume  
John Denny Margeson, Jr.  
Melanie Proctor Megenity

Hearing Site: Atlanta, Georgia

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In the Matter of the Arbitration Between:

Names of the Claimants

Edward M. Hall  
William Klumpp  
Robert Thorn  
Wayne Witter  
JoAnn Worrell and Richard Worrell

Case Number: 05-03619

(consolidated with 05-03707 and 05-03610)

Names of the Respondents

Hearing Site: Atlanta, Georgia

MidSouth Capital, Inc.  
Scott M. Zimmerman  
Mark David Hill  
David Alan Blume  
John Denny Margeson, Jr.  
Melanie Proctor Megenity  
John Baron, Jr.

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

**REPRESENTATION OF PARTIES**

For William and Suzanne Keller ("Keller"), Suzan and Carmen Latona ("Latona"), Cynthia Holland, Individually and as Trustee of the Michael T. Holland, Inc. Pension Plan and Trust ("C. Holland TTEE"), Michael Holland, Individually and as Trustee of the Michael T. Holland, Inc. Pension Plan and Trust ("M. Holland TTEE"), Edward M. Hall ("Hall"), William Klumpp ("Klumpp"), Robert Thorn ("Thorn"), Wayne Witter ("Witter"), and JoAnn Worrell and Richard Worrell ("Worrell"), hereinafter collectively referred to as "Claimants": Frank A. Lightmas, Jr., Esq., Lightmas & Delk, Atlanta, Georgia.

For Respondents MidSouth Capital, Inc. ("MidSouth"), Mark David Hill ("Hill"), David Alan Blume ("Blume"), John Denny Margeson, Jr. ("Margeson"), Melanie Proctor Megenity ("Megenity"), John Baron, Jr. ("Baron"), and Jean Marie Baun ("Baun"): Thomas R. Todd, Jr., Esq., Atlanta, Georgia.

Scott Martin Zimmerman, hereinafter referred to as "Respondent Zimmerman," appeared pro se.

**CASE INFORMATION**

The following pleadings were filed in **Case No. 05-03707**:

Statement of Claim filed on or about: July 18, 2005.

Claimants signed the Uniform Submission Agreements on: July 13, 2005.

Respondents MidSouth, Hill, Blume, Margeson, Megenity, Baron, Baun, and Zimmerman did not file executed Uniform Submission Agreements.

Respondents MidSouth, Hill, Blume, Megenity, Baron, Baun and Margeson's respective Answers, Motions for More Definite Statement and Motions for a Stay of Proceeding filed on or about: November 17, 2005.

Respondent Zimmerman did not file a Statement of Answer.

Claimants' Response in Opposition to Respondents MidSouth, Hill, Blume, Megenity, Baron, Baun and Margeson's (1) Motion for More Definite Statement and (2) Motion for Stay of Proceedings and Claimants' Motion to Assess Attorneys' Fees filed on or about: December 22, 2005.

Reply of Respondents MidSouth, Hill, Blume, Megenity, Baron, Baun and Margeson to Claimants' Response to Motions and Response to Claimants' Motion to Assess Attorneys' Fees filed on or about: January 6, 2006.

The following pleadings were filed in **Case No. 05-03610**:

Statement of Claim filed on or about: July 13, 2005.

Claimants signed Uniform Submission Agreements on: June 9, 2005.

Respondents MidSouth, Hill, Blume, Margeson, Megenity, Baron and Zimmerman did not file executed Uniform Submission Agreements.

Respondents MidSouth, Hill, Blume, Megenity, Baron, and Margeson's respective Answers, Motions for More Definite Statement and Motions for a Stay of Proceeding filed on or about: November 17, 2005.

Respondent Zimmerman did not file a Statement of Answer.

Claimants' Response in Opposition to Respondents MidSouth, Hill, Blume, Megenity, Baron and Margeson's (1) Motion for More Definite Statement and (2) Motion for Stay of Proceedings and Claimants' Motion to Assess Attorneys' Fees filed on or about: December 22, 2005.

Reply of Respondents MidSouth, Hill, Blume, Megenity, Baron and Margeson to Claimants' Response to Motions and Response to Claimants' Motion to Assess Attorneys' Fees filed on or about: January 6, 2006.

The following pleadings were filed in **Case No. 05-03619**:

Statement of Claim filed on or about: July 13, 2005.

Claimant Klumpp signed the Uniform Submission Agreement on: June 4, 2005.

Claimant Hall signed the Uniform Submission Agreement on: June 12, 2005.

Claimant Thorn signed the Uniform Submission Agreement on: June 12, 2005.

Claimant Worrell signed the Uniform Submission Agreement on: June 16, 2005.

Claimant Witter signed the Uniform Submission Agreement on: July 5, 2005.

Respondents MidSouth, Hill, Blume, Megenity, Baron, and Margeson's respective Answers, Motions for More Definite Statement and Motions for a Stay of Proceeding filed on or about: November 17, 2005.

Respondent Zimmerman did not file a Statement of Answer.

Claimants' Response in Opposition to Respondents MidSouth, Hill, Blume, Megenity, Baron, and Margeson's (1) Motion for More Definite Statement and (2) Motion for Stay of Proceedings and Claimants' Motion to Assess Attorneys' Fees filed on or about: December 22, 2005.

Reply of Respondents MidSouth, Hill, Blume, Megenity, Baron, and Margeson to Claimants' Response to Motions and Response to Motion to Assess Attorneys' Fees filed on or about: January 6, 2006.

Respondents MidSouth, Hill, Blume, Margeson, Megenity, Baron, and Zimmerman did not file executed Uniform Submission Agreements.

### **CASE SUMMARY**

In **Case Nos. 05-03707, 05-03610 and 05-03619**:

Claimants asserted the following causes of action: 1) violations of the registration provisions of state securities acts, including Georgia, Pennsylvania, Arkansas, Florida and Minnesota; and the Securities Act of 1933; 2) violations of the antifraud provisions of the Georgia, Pennsylvania, Arkansas, Florida and Minnesota state securities' acts,

the Securities Act of 1933 and the Securities Exchange Act of 1934; 3) common law fraud, misrepresentation and negligent misrepresentation; 4) breach of contract and breach of duty; 5) breach of fiduciary duty; 6) suitability; 7) negligence; 8) breach of an agent's duty to conduct a principal's business solely for the benefit of the principal; 9) failure to supervise; and 10) negligent hiring and/or retention. The causes of action relate to Claimants' investment in Get Long? LP Fund.

Unless specifically admitted in their respective Answers, Respondents MidSouth, Hill, Blume, Margeson, Megenity, Baron and Baun denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

### **RELIEF REQUESTED**

#### **In Case No. 05-03707:**

Claimants requested: 1) compensatory damages in the amount of \$376,608.52; 2) rescission; 3) unspecified out-of-pocket losses; 4) reasonable return on well-managed account; 5) commissions, fees and margin charged against Claimants' accounts; 6) unspecified punitive damages; 7) pre- and post-Award interest; 8) costs and expenses; 9) attorneys' fees; and 10) such other and further relief as the undersigned Arbitrators (the "Panel") deemed just and equitable.

In their respective Answers, Respondents MidSouth, Hill, Blume, Margeson, Megenity, Baron and Baun requested: 1) a dismissal of the Statement of Claim in its entirety; 2) costs; 3) expenses; and, 4) fees.

#### **In Case No. 05-03610:**

Claimants requested: 1) compensatory damages in the amount of \$250,000.00; 2) rescission; 3) unspecified out-of-pocket losses; 4) reasonable return on well-managed account; 5) commissions, fees and margin charged against Claimants' accounts; 6) unspecified punitive damages; 7) pre- and post-Award interest; 8) costs and expenses; 9) attorneys' fees; and 10) such other and further relief as the Panel deemed just and equitable.

In their respective Answers, Respondents MidSouth, Hill, Blume, Margeson, Megenity and Baron requested: 1) a dismissal of the Statement of Claim in its entirety; 2) costs; 3) expenses; and, 4) fees.

#### **In Case No. 05-03619:**

Claimants requested: 1) compensatory damages in the amount of \$1,306,537.03; 2) rescission; 3) unspecified out-of-pocket losses; 4) reasonable return on well-managed account; 5) commissions, fees and margin charged against Claimants' accounts; 6) unspecified punitive damages; 7) pre- and post-Award interest; 8) costs and expenses; 9) attorneys' fees; and 10) such other and further relief as the Panel deemed just and equitable.

In their respective Answers, Respondents MidSouth, Hill, Blume, Margeson, Megenity and Baron respectively requested: 1) a dismissal of the Statement of Claim in its entirety; 2) costs; 3) expenses; and, 4) fees.

### **OTHER ISSUES CONSIDERED AND DECIDED**

**In Case Nos. 05-03707, 05-03610 and 05-03619**, Respondents MidSouth, Hill, Blume, Margeson, Megenity, Baron and Baun did not file with NASD Dispute Resolution properly executed Uniform Submission Agreements but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and, having answered the claim, are bound by the determination of the Panel on all issues submitted.

**In Case Nos. 05-03707, 05-03610 and 05-03619**, Respondent Zimmerman did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but is required to submit to arbitration pursuant to the Code and, having appeared at a pre-hearing conducted on October 31, 2006, is bound by the determination of the Panel on all issues submitted.

On or about October 15, 2005, Respondent Zimmerman filed with the United States Bankruptcy Court, Northern District of Georgia (the "Court") a petition for relief under Chapter 7 of the United States Bankruptcy Code ("USBC"). On or about November 23, 2005, NASD Dispute Resolution received Respondent Zimmerman's Notice of Bankruptcy and Suggestion of Stay. Thereafter, all proceedings relating to Respondent Zimmerman were stayed in accordance with the provisions of the USBC. On or about May 1, 2006, Claimant filed with NASD Dispute Resolution an Order from the Court dated April 19, 2006, which modified the automatic stay to permit Claimants to proceed with arbitration proceedings against Respondent Zimmerman, provided, however, that the stay shall remain in effect with regard to the determination of whether any debt owed to Claimants is excepted from discharge.

On or about January 27, 2006, the Panel in **Case No. 05-03707** denied Respondents MidSouth, Hill, Blume, Margeson, Megenity, Baun and Baron's Motion for More Definite Statement and Motion for Stay of Proceedings. Additionally, the Panel denied Claimants' Motion to Assess Attorneys' Fees.

On or about January 31, 2006, the Panel in **Case No. 05-03619** denied Respondents MidSouth, Hill, Blume, Margeson, Megenity and Baron's Motion for More Definite Statement and Motion for Stay of Proceedings.

During the initial pre-hearing conference conducted on February 9, 2006, Respondents MidSouth, Hill, Blume, Margeson, Megenity and Baron withdrew their Motions for a More Definite Statement in **Case No. 05-03610**.

On or about July 26, 2006, the parties filed a joint request to consolidate NASD Dispute Resolution cases **05-03707, 05-03610 and 05-03619**, with case **05-03707** as the master case. On or about August 3, 2006, the Panel granted the parties' request.

On or about September 7, 2006, Claimants filed a notice dismissing Respondents MidSouth, Blume, Megenity, Baron and Baun, without prejudice. On or about September 11, 2006, Respondents MidSouth, Blume, Megenity, Baron and Baun filed with NASD Dispute Resolution a notice representing that said Respondents had no objection to their dismissal without prejudice.

On or about September 21, 2006, Claimants and Respondents MidSouth, Blume, Megenity, Baron, Baun, Hill and Margeson filed with NASD Dispute Resolution an Interim Consent Order which represented that the terms and conditions of that certain Settlement Agreement entered into by Claimants and Respondents MidSouth, Blume, Megenity, Baron, Baun, Hill and Margeson was incorporated into the Interim Consent Order. Pursuant to the parties' request, on or about October 12, 2006, the Panel executed the Interim Consent Order.

On or about October 24, 2006, Claimant filed a motion for default against Respondent Zimmerman, or in the alternative, to bar Respondent Zimmerman from presenting any matter, arguments or defenses at the hearing. Respondent Zimmerman did not file a response to this motion. After considering the arguments made by Claimants and Respondent Zimmerman during the pre-hearing conference conducted in connection with this motion on October 31, 2006, the Panel issued an Order dated November 1, 2006 which, among other things, represented that Respondent Zimmerman consented to a default judgment in the event that no settlement is reached between Respondent Zimmerman and Claimants by November 6, 2006.

On or about October 30, 2006, Claimants filed a notice of settlement of claims against Respondents Hill and Margeson.

On or about November 2, 2006, Claimant and Respondent Zimmerman filed with NASD Dispute Resolution an executed Stipulated Consent Award which memorialized the terms of their settlement. Further, all parties submitted a proposed Stipulated Consent Award with a request that the Panel enter the terms contained therein as their Stipulated Final Award in this matter. On or about November 16, 2006, the Panel granted the parties' request.

The parties have agreed that the Stipulated Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

### **AWARD**

After considering the pleadings, the record in this matter, the proposed Stipulated Consent Award, pursuant to the stipulations contained therein and it appearing to the Panel that all of the claims brought by Claimants against Respondents have now been resolved, the Panel enters the following Stipulated Award in these cases which have been previously consolidated:

The claims brought by Claimants against Respondents MidSouth Capital, Inc., David Blume, Melanie P. Megenity, John Baron, Jr. and Jean Marie Baun were resolved by the Dismissal Without Prejudice as to Certain Respondents dated September 7, 2006, received by NASD on September 11, 2006, and the entry by the Panel of the Interim

Consent Order executed by the members of the Panel on October 11 and 12, 2006, both of which are hereby incorporated into and made a part of this Final Award.

The claims brought by Claimants against Respondents Mark David Hill and John D. Margeson, Jr. were settled as evidenced by that certain Settlement Agreement entered into by and between Claimants and Respondents Mark David Hill and John D. Margeson, Jr. and incorporated into the Interim Consent Order which is hereby incorporated and made a part of this Final Award.

The claims brought by Claimants against Respondent Scott M. Zimmerman were resolved by entry of the Stipulated Consent Award executed by the Panel on November 16, 2006, which is hereby incorporated into and made a part of this Final Award and which constitutes a settlement and a debt as defined in 11 U.S.C §523(a)(19)(A) and (B) of the Bankruptcy Code and, is, therefore, non-dischargeable under 11 U.S.C. §727 in the event Respondent Zimmerman shall file a proceeding under the Bankruptcy Code. Accordingly, an award is hereby entered in favor of Claimants in the amount of \$1,000,000.00.

Claimants agree not to initiate any legal action to collect on the award any sooner than October 1, 2007.

If Respondent Zimmerman voluntarily makes any payments on the award on or before October 1, 2007, he will get a credit of \$2.00 for every \$1.00 actually paid against the \$1,000,000.00 award. This two for one credit shall only apply to payments voluntarily made on or before October 1, 2007.

### **FEES**

Pursuant to the Code, the following fees are assessed in **Case No. 05-03707**:

#### **Filing Fees**

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

Initial claim filing fee	= \$ 300.00
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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 firm that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Respondent MidSouth is a party and a member firm.

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,750.00
Total Member Fees	= \$5,200.00

**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.

**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.

**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.

**Forum Fees and Assessments**

The Panel has assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. 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:

One (1) Pre-hearing session with the Panel @ \$1,125.00/session = \$1,125.00  
Pre-hearing conference: January 25, 2006 1 session

One (1) Pre-hearing session with the panel @ \$1,200/session = \$1,200.00  
Pre-hearing conference: October 31, 2006 1 session

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Total Forum Fees = \$2,325.00

The Panel has assessed \$562.50 of the forum fees jointly and severally to Claimants Keller and Latona.

The Panel has assessed \$562.50 of the forum fees jointly and severally to Respondents MidSouth, Hill, Blume, Margeson, Megenity, Baron and Baun.

The Panel has assessed \$600.00 of the forum fees jointly and severally to Claimants Keller, Latona, C. Holland TTEE, M. Holland TTEE, Hall, Klumpp, Thorn, Witter and Worrell.

The Panel has assessed \$600.00 of the forum fees to Respondent Zimmerman.



### **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 are 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.

Pursuant to the Code, the following fees are assessed in **Case No. 05-03610**:

### **Filing Fees**

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

Initial claim filing fee	= \$ 300.00
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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 firm that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Respondent MidSouth is a party and a member firm.

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$2,750.00</u>
Total Member Fees	= \$5,200.00

### **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.

### **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.

### **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.

### **Forum Fees and Assessments**

The Panel has assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. 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:

One (1) Pre-hearing session with the Panel @ \$1,125.00/session = \$1,125.00  
Pre-hearing conference: February 9, 2006 1 session

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Total Forum Fees = \$ 1,125.00

The Panel has assessed \$562.50 of the forum fees jointly and severally to Claimants.

The Panel has assessed \$562.50 of the forum fees jointly and severally to Respondents MidSouth, Hill, Blume, Margeson, Megenity and Baron.

### **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 are 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.

Pursuant to the Code, the following fees are assessed in **Case No. 05-03619**:

### **Filing Fees**

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

Initial claim filing fee = \$ 500.00

### **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. Accordingly, Respondent MidSouth is a party and a member firm.

Member surcharge = \$2,800.00  
Pre-hearing process fee = \$ 750.00  
Hearing process fee = \$5,000.00  

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Total Member Fees = \$8,550.00

### **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.

### **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.

### **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.

### **Forum Fees and Assessments**

The Panel has assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. 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:

One (1) Pre-hearing session with the Panel @ \$1,200.00/session = \$1,200.00  
Pre-hearing conference: January 23, 2006 1 session

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Total Forum Fees = \$ 1,200.00

The Panel has assessed \$600.00 of the forum fees jointly and severally to Claimants.

The Panel has assessed \$600.00 of the forum fees jointly and severally to Respondents MidSouth, Hill, Blume, Margeson, Megenity and Baron.

### **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 are 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.

### Fee Summary

#### **In Case No. 05-03707:**

Claimants Keller and Latona are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	= \$ 562.50
<u>Total Fees</u>	= \$ 862.50
<u>Less payments</u>	= \$ 862.50
Balance Due NASD Dispute Resolution	= \$ 0.00

Claimants Keller, Latona, C. Holland TTEE, M. Holland TTEE, Hall, Klumpp, Thorn, Witter and Worrell are jointly and severally liable for:

Forum Fees	= \$ 600.00
<u>Total Fees</u>	= \$ 600.00
<u>Less payments</u>	= \$ 600.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent MidSouth is solely liable for:

Member Fees	= \$5,200.00
<u>Forum Fees</u>	= \$5,200.00
<u>Total Fees</u>	= \$5,200.00
<u>Less payments</u>	= \$5,200.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Zimmerman is solely liable for:

Forum Fees	= \$ 600.00
<u>Total Fees</u>	= \$ 600.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 600.00

Respondents MidSouth, Hill, Blume, Margeson, Megenity, Baron and Baun are jointly and severally liable for:

Forum Fees	= \$ 562.50
<u>Total Fees</u>	= \$ 562.50
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 562.50

#### **In Case No. 05-03610:**

Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	= \$ 562.50
<u>Total Fees</u>	= \$ 862.50
<u>Less payments</u>	= \$ 862.50
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent MidSouth is solely liable for:

Member Fees	= \$5,200.00
Forum Fees	= \$5,200.00
Total Fees	= \$5,200.00
Less payments	= \$5,200.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents MidSouth, Hill, Blume, Margeson, Megenity and Baron are jointly and severally liable for:

Forum Fees	= \$ 562.50
Total Fees	= \$ 562.50
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 562.50

**In Case No. 05-03619:**

Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 500.00
Forum Fees	= \$ 600.00
Total Fees	= \$1,100.00
Less payments	= \$1,100.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent MidSouth is solely liable for:

Member Fees	= \$8,550.00
Forum Fees	= \$8,550.00
Total Fees	= \$8,550.00
Less payments	= \$8,550.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents MidSouth, Hill, Blume, Margeson, Megenity and Baron are jointly and severally liable for:

Forum Fees	= \$ 600.00
Total Fees	= \$ 600.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 600.00

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

**ARBITRATION PANEL**

John E. Meador, Jr.	-	Public Arbitrator, Presiding Chairperson
Elida Baverman	-	Public Arbitrator
Thomas C. Moxley	-	Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

/s/

12/06/2006

\_\_\_\_\_  
John E. Meador, Jr.  
Public Arbitrator, Presiding Chairperson

\_\_\_\_\_  
Signature Date

/s/

12/06/2006

\_\_\_\_\_  
Elida Baverman  
Public Arbitrator

\_\_\_\_\_  
Signature Date

/s/

12/05/2006

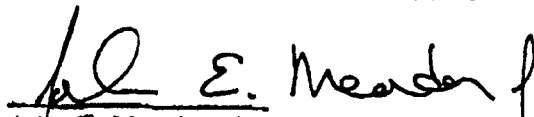
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Thomas C. Moxley  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

December 6, 2006

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

**Concurring Arbitrators' Signatures**



John E. Meador, Jr.  
Public Arbitrator, Presiding Chairperson

12/6/06  
Signature Date

\_\_\_\_\_  
Elida Baverman  
Public Arbitrator

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Thomas C. Moxley  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

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

**Concurring Arbitrators' Signatures**

\_\_\_\_\_  
John E. Meador, Jr.  
Public Arbitrator, Presiding Chairperson



Elida Bavenman  
Public Arbitrator

\_\_\_\_\_  
Signature Date

12/6/06  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Thomas C. Moxley  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

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



**Concerning Arbitrators' Signatures**

John E. Meador, Jr.  
Public Arbitrator, Presiding Chairperson

Signature Date

Elda Baverman  
Public Arbitrator

Signature Date

Thomas C. Moxley  
Thomas C. Moxley  
Non-Public Arbitrator

05 Dec 06  
Signature Date

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