
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Prudential Equity Group, LLC f/k/a
Prudential Securities Incorporated

Case Number: 05-04808

Name of the Respondent
Michael J. Mizzarisi

Hearing Site: Atlanta, Georgia

Nature of the Dispute: Member vs. Associated Person.

REPRESENTATION OF PARTIES

For Prudential Equity Group, LLC f/k/a Prudential Securities Incorporated, hereinafter referred to as "Claimant": David W. Schmidt, Esq., Lubiner & Schmidt, Cranford, New Jersey.

Respondent Michael J. Mizzarisi, did not appear.

CASE INFORMATION

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

Claimant signed the Uniform Submission Agreement: May 12, 2005.

Respondent did not file an Answer or a signed Uniform Submission Agreement.

Motion to Preclude Respondent from Presenting any Defenses, Counterclaims, Offsets or Otherwise Controvert the Allegations in the Statement of Claim filed by Claimant on or about: December 27, 2005.

CASE SUMMARY

Claimant asserted the cause of action of breach of promissory note. The cause of action relates to the termination of Respondent's employment and failure to pay monies due pursuant to the terms of a promissory note.

RELIEF REQUESTED

Claimant requested the principal note balance, plus accrued interest as of July 27, 2001, in the amount of \$108, 394.92, accrued interest thereon at the rate of 5% from July 28, 2001 until the date of payment, costs including reasonable attorneys' fees and other relief as this Panel deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent did not appear in this matter or file a properly executed Uniform Submission Agreement. Upon review of the file and the representations made by Claimant, the Panel has determined that NASD Dispute Resolution made every reasonable effort to serve Respondent, and that despite lack of confirmation that Respondent was served, arbitration of this matter would proceed without his presence and he is therefore bound by the Award.

On February 14, 2006, a telephonic hearing was held for this matter. Respondent did not appear. The Panel ordered that:

1. Claimant shall try to serve Respondent with the Statement of Claim by March 10, 2006;
2. If service is effected, Respondent shall have until March 24, 2006 to respond to the Statement of Claim;
3. If Claimant can effect service upon Respondent, another telephonic hearing will be scheduled for March 31, 2006; and,
4. If Claimant is not able to serve Respondent with the Statement of Claim, a telephonic hearing will be held on April 18, 2006 to hear any appropriate motion.

Claimant was not able to effect service upon Respondent and a telephonic hearing was held on April 18, 2006, wherein Claimant requested a default judgment against Respondent. The Panel requested additional information from the Claimant regarding Claimant's damage calculations. Pursuant to this request, on May 16, 2006, the Claimant submitted to NASD Dispute Resolution a summary of its damage calculations.

Claimant's Motion to Preclude Respondent from Presenting any Defenses, Counterclaims, Offsets or Otherwise Controvert the Allegations in the Statement of Claim was not ruled on and deemed moot by the Panel due to the fact that Respondent did not appear in this matter.

On May 24, 2006, the Panel issued their Order for final determination of this matter.

The Claimant has agreed that the Award in this matter may be entered in counterpart copies or that a signed handwritten Award may be entered.

AWARD

After considering the pleadings filed by the Claimant, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

At the telephonic hearing held on April 18, 2006, Claimant's attorney provided the Panel with detailed information regarding both Claimant's and NASD Dispute Resolution's diligent attempts at serving Respondent with the Statement of Claim. Despite numerous attempts, service could not be effected.

The Panel concluded that, as a registered representative, the Panel maintains jurisdiction with

respect to this dispute. In addition, Claimant offered proof regarding its claim through testimony of Mr. Douglas Haas, who was formerly Respondent's supervisor and had personal knowledge of the facts.

Therefore, the Panel concluded that Respondent is liable for breach of promissory note and shall pay to Claimant the following amounts:

a. Principal balance due (including accrued interest as of July 27, 2001)	\$108,394.92
b. Interest from July 28, 2001 to April 18, 2006	\$ 25,616.25
c. Attorney's fees and costs pursuant to the terms of the promissory note	\$ 8,279.21
d. Reimbursement of NASD filing fee previously paid by Claimant	\$ 1,000.00
e. Reimbursement of NASD forum fees assessed to Claimant	\$ 2,250.00

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 = \$ 1,000.00

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, Claimant is a party to this dispute and was a member of NASD at the time the following fees were assessed:

Member surcharge	= \$1,700.00
<u>Pre-hearing process fee</u>	<u>= \$ 750.00</u>
Total Member Fees	= \$2,450.00

Adjournment Fees

No requests for adjournments were filed 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 cancellation fees were assessed in this matter.

Injunctive Relief Fees

No injunctive relief fees were incurred during this proceeding.

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:

Two (2) Pre-hearing sessions with the Panel @ \$1,125.00	= \$2,250.00
Pre-hearing conferences: February 14, 2006 1 session	
April 18, 2006 1 session	
<hr/> Total Forum Fees	<hr/> = \$2,250.00

The Panel has assessed the total forum fees of \$2,250.00 to Claimant.

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.

No administrative costs were incurred during this proceeding.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 1,000.00
Member Fees	= \$ 2,450.00
Forum Fees	= \$ 2,250.00
<hr/> Total Fees	<hr/> = \$ 5,700.00
Less payments	= \$ 5,700.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$ 0.00

ARBITRATION PANEL

<i>Perry Lee Taylor, Jr., Esq.</i>	- <i>Non-Public Arbitrator, Presiding Chairperson</i>
<i>Arthur Thomas Stephenson</i>	- <i>Non-Public Arbitrator</i>
<i>Jo Lanier Meeks, Esq.</i>	- <i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

/s/
Perry Lee Taylor, Jr., Esq.
Non-Public Arbitrator, Presiding Chairperson

05/25/06
Signature Date

/s/
Arthur Thomas Stephenson
Non-Public Arbitrator

05/26/06
Signature Date

/s/
Jo Lanier Meeks, Esq.
Non-Public Arbitrator

05/25/06
Signature Date

05/30/06
Date of Service (For NASD Dispute Resolution office use only)

May. 25. 2006 12:44PM

No. 2695 P. 5

NASD Dispute Resolution

Arbitration No.06-01808

Award Page 4**Forum Fees and Assessments**

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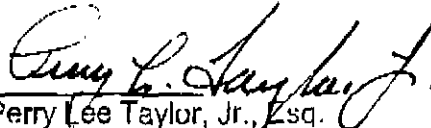
Perry Lee Taylor, Jr., Esq.

Arthur Thomas Stephenson

Jo Lanier Meeks, Esq.

- Non-Public Arbitrator, Presiding Chairperson
- Non-Public Arbitrator
- Non-Public Arbitrator

Concurring Arbitrators' Signatures


Perry Lee Taylor, Jr., Esq.

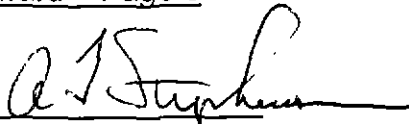
Non-Public Arbitrator, Presiding Chairperson

25 May '06
Signature Date

NASD Dispute Resolution

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Arthur Thomas Stephenson
Non-Public Arbitrator

5-26-06

Signature Date

Jo Lanier Meeks, Esq.
Non-Public Arbitrator

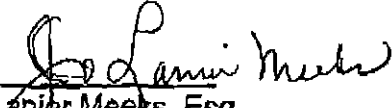
Signature Date

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NASD Dispute Resolution
Arbitration No.05-04808
Award Page 5

Arthur Thomas Stephenson
Non-Public Arbitrator

Signature Date


Jo Lanier Meeks, Esq.
Non-Public Arbitrator

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