

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the matter of the Arbitration Between

Name of Claimant(s)

Urban Best
Lewana Best

NASD Arbitration
No. 93-03191

Name of Respondent(s)

Prudential Securities, Inc.

REPRESENTATION

For Claimants: J. Leo Federman, Investors Rights Association,
Santa Barbara, California and Dennis G. Merenbach, Esq., Santa
Barbara, California

For Respondent: Michael M. Gless, Esq., Keesal, Young & Logan,
Long Beach, California

CASE INFORMATION

Amended Statement of Claim filed: July 27, 1993

Claimants' Submission Agreement signed: December 8, 1992

Statement of Answer and Section 15 Motion to Dismiss filed by
Respondent: October 6, 1993

Respondent's Submission Agreement signed: October 6, 1993

NASD Director's Code of Arbitration Procedure Section 15 Ruling
filed: August 22, 1994

HEARING INFORMATION

Pre-Hearing Conference Date(s)/Session(s): None

Hearing Date(s)/Session(s): July 18, 1995 (two sessions)

Hearing Location: Los Angeles, California

CASE SUMMARY

Claimants alleged the following causes of action with respect to various investments including their investment in the Prudential-Bache Energy Income Fund Limited Partnership P.14: 1) violation of Section 12 of the Securities Exchange Act of 1933; 2) violation of Sections 10(B) and 20 of the Securities Exchange Act of 1934, as amended, 15 U.S.C. 78J(B) and 78T(A), and SEC Rule LOB-5 and 17 C.F.R. 240.10B-5 and various California Code Sections asserted in Claimants' Claim, and common law fraud for misrepresentation; 3) violation of NYSE 401 and 405 Know Your Customer Rules IV and NASD Rules of Fair Practice, Article III, Section 2 Recommendations to Customers; 4) breach of fiduciary duty and violation of California Corporation Code Sections 25400, 25401 and 25402 and common law breach of fiduciary duty; 5) negligent misrepresentation; 6) breach of the implied covenant of good faith and fair dealing; 7) violation of NASD Rules of Fair Practice Section 27 Supervision; and 8) violation of NASD Rules of Fair Practice Article III Section 2 High Pressure Sales Tactics. Claimants further asserted a claim for punitive damages for common law fraud.

Respondent Prudential Securities, Inc. (Prudential) denied Claimants' allegations of wrongdoing and alleged that Prudential conducted its business properly and in accordance with applicable rules, regulations and law. Prudential further alleged that each and every Income Fund (including P-14), was audited each year by a Big Eight accounting firm, retained independent engineers to review all of the oil and gas properties that were acquired, and was reviewed and rated by The Stanger Register, the leading independent limited partnership rating service in the United States. Prudential further alleged tht Claimants' entire case is premised on the selective reading of documents out of context and documents that Claimants never saw or that have no conceivable relationship

to their investment; that Claimants saw the prospectus, which provided Claimants with a complete and accurate explanation of their investment in P-14 and the attendant risks; and that Claimants also received annual reports and quarterly reports which detailed the operations of their investment and the distributions they were receiving. Respondent also asserted various defenses including the application of NASD Code Section 15 with respect to several transactions complained of in Claimants' Claim.

RELIEF REQUESTED

Claimants requested damages based upon proof presented before the arbitration panel as follows:

1. Rescission of all investment interests, if applicable;
2. Compensatory damages caused as a result of economic losses, less distributions or mitigations if applicable;
3. Pre-award and post-award interest from the date of the original investments as allowed by law;
4. Costs of arbitration and expenses, including but not limited to, reasonable attorneys fees, consulting fees, expert witness fees, and any other costs deemed reasonable and just;
5. Punitive damages and exemplary damages as determined by the panel of arbitrators; and
6. Such other and further relief as the arbitrators deem just and equitable.

Respondent requested:

1. Dismissal with prejudice of Claimants' Statement of Claim, and any supplements or amendments thereto;
2. Costs of suit; and
3. Such other and further relief as the arbitrators deem just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

On or about September 13, 1993, Claimants dismissed Merrell H. Jordan, Don Blair and Thomas Stull as parties in this matter.

The parties have agreed that the Award in this matter may be executed in either counterpart copies or that a handwritten, signed Award may be entered. In either case, the parties have agreed to receive conformed copies of the Award while the originals remain on file with the NASD.

AWARD

After considering the pleadings, the testimony and the evidence presented at the hearing, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

1. All claims by Claimants, including the claims for punitive and exemplary damages, are dismissed.
2. The parties shall each bear their respective costs including attorney's fees.

FORUM FEES

Pursuant to Section 43(c) of the Code of Arbitration Procedure, the following forum fees are assessed: The NASD shall retain \$750.00 of the \$800.00 hearing session deposit previously deposited by the Claimants. Forum fees are to be split between Claimants and Prudential Securities, Inc. and are calculated as follows:

Two hearing sessions @ \$750.00/session	=	\$1,500.00
Total fees assessed	=	\$1,500.00
Claimants' share (50%)	=	\$ 750.00
Credit for hearing deposit	=	\$ 800.00
Refund amount	=	\$ 50.00
Prudential Securities, Inc.'s share (50%)	=	\$ 750.00
Balance due	=	\$ 750.00

Fees are payable to the National Association of Securities Dealers, Inc.

ARBITRATORS

Name Public / Industry

Thomas E. Shuck, Esq.

Public Arbitrator

Louise D. Lillard, Esq.

Public Arbitrator

Diane Muse

Industry Arbitrator

Concurring Arbitrators' Signatures



Thomas E. Shuck, Esq.

Louise D. Lillard, Esq.

Diane Muse

Date of Decision: 9-7-95

Date Served: 9/15/95

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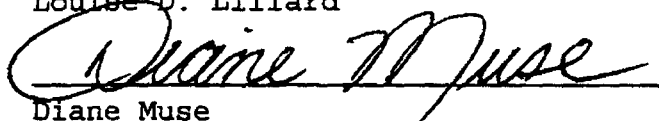
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