

**Award By Consent  
NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Prudential Equity Group, LLC f/k/a Prudential Securities Incorporated, Claimant v.  
Thomas Burgess Hamlin, Respondent

Thomas Burgess Hamlin, Counter-Claimant v. Prudential Equity Group, LLC f/k/a  
Prudential Securities Incorporated, Counter-Respondent

Case Number: 97-04690

Hearing Site: Los Angeles, California

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

**REPRESENTATION OF PARTIES**

For Claimant and Counter-Respondent:

Steven P. Gomberg, Esq.  
Levenfeld Pearlstein, LLC  
Chicago, Illinois

For Respondent and Counter-Claimant:

Gregory J. Sherwin, Esq.  
Fields, Fehn & Sherwin  
Los Angeles, California

**CASE INFORMATION**

Statement of Claim filed: September 24, 1997

Response to Counterclaim of Thomas Burgess Hamlin filed by Prudential Equity Group,  
LLC f/k/a Prudential Securities Incorporated ("Prudential"): November 9, 2005

Prudential's Uniform Submission Agreement signed: September 19, 1997

Statement of Answer and Counterclaim of Thomas Burgess Hamlin filed: November  
14, 1997

Thomas Burgess Hamlin's Uniform Submission Agreement signed: November 19,  
1997

### **CASE SUMMARY**

Claimant/Counter-Respondent Prudential alleged non-payment of a promissory note ("the Note") by Thomas Burgess Hamlin on or about May 2, 1997.

Respondent/Counter-Claimant Thomas Burgess Hamlin alleges breach of contract and denies liability for the unpaid balance of the promissory note.

### **RELIEF REQUESTED**

Prudential requested:

1. The sum of \$167,810.47 based on Hamlin's default in repayment of the Note;
2. Interest on the above-referenced sum, at the contract rate of 7% per annum from May 2, 1997, to the date of payment;
3. Cost of collection and of this proceeding including reasonable attorneys' fees as Hamlin agreed to pay under the terms of the Note; and
4. Any other relief as the arbitrators deem fit.

Respondent Hamlin requested unspecified compensatory and punitive damages.

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

The hearing in this matter was scheduled to commence on May 16, 2006. Prior to the hearing, the parties reached a settlement and agreed to have the Arbitration Panel enter a Consent Award.

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

### **CONSENT AWARD**

An award shall be entered by this Panel, in favor of Prudential and against Respondent/Counter-Claimant Hamlin for \$165,780.89, plus interest at the rate of 7% from May 2, 1997 through date of payment. In addition, Respondent/Counter-Claimant is liable to Prudential for the costs and attorneys fees incurred by Prudential through the date of this Award.

### **DECISION**

In full and final settlement of all claims, the parties have resolved their dispute arising out of, and in connection with, the aforementioned promissory note, and the above Award by executing a Settlement Agreement. By agreement of the parties, the

Settlement Agreement be and hereby is incorporated by reference into this decision signed by the arbitrators.

Pursuant to the Settlement Agreement, Respondent/Counter-Claimant Thomas Burgess Hamlin shall pay to Claimant/Counter-Respondent Prudential Equity Group, LLC the sum of One Hundred Thirty-Six Thousand Dollars (\$136,000.00) pursuant to the terms of the Settlement Agreement. If Respondent/Counter-Claimant should default on the Settlement Agreement, which default is not cured within 30 days pursuant to the terms of the Settlement Agreement, Respondent shall be liable for the costs and attorneys fees incurred by Prudential through the date of this Consent Award as well as costs and attorneys fees incurred by Prudential in enforcing the Consent Award as outlined in the Settlement Agreement.

### **FEES**

Pursuant to the Code, the following fees are assessed:

#### **Filing Fees**

NASD-DR received or will collect the non-refundable filing fees for each claim as follows:

Initial claim filing fee	= \$500.00
Counterclaim filing fee	= \$500.00

#### **Member Fees**

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events that gave rise to the dispute, claim, or controversy. Accordingly, Prudential is a party and the following fees are assessed:

Member Surcharge	= \$1,500.00
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#### **Adjournment Fees**

The following adjournment fees are assessed:

The Panel granted Prudential's request to postpone the May 19-20, 1998, hearing dates and assessed Prudential the \$750.00 postponement fee.

#### **Forum Fees and Assessments**

The Panel 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 arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

(2) Pre-hearing conference sessions with a single arbitrator  
@ \$300.00/session = \$600.00  
Pre-hearing conferences: May 15, 1998 1 session  
April 27, 2006 1 session

(2) Pre-hearing conference sessions with the Panel  
@ \$750.00/session = \$1,500.00  
Pre-hearing conferences: September 20, 2005 1 session  
October 18, 2005 1 session

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**Total Forum Fees = \$2,100.00**

The Panel assessed \$1,050.00 of the forum fees to Claimant and Counter-Respondent Prudential.

The Panel assessed \$1,050.00 of the forum fees to Respondent and Counter-Claimant Thomas Burgess Hamlin.

#### Fee Summary

1. Claimant and Counter-Respondent Prudential is charged with the following fees and costs:

Initial Filing Fee	= \$ 500.00
Member Fees	= \$ 1,500.00
Adjournment Fee	= \$ 750.00
Forum Fees	= \$ 1,050.00
Total Fees	= \$ 3,800.00
Less Payments	= \$( 3,500.00)
<b>Balance Due NASD-DR</b>	<b>= \$ 300.00</b>

2. Respondent and Counter-Claimant Thomas Burgess Hamlin is charged with the following fees and costs:

Counterclaim Filing Fee	= \$ 500.00
Forum Fees	= \$ 1,050.00
Total Fees	= \$ 1,550.00
Less Payments	= \$( 850.00)
<b>Balance Due NASD-DR</b>	<b>= \$ 700.00</b>

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

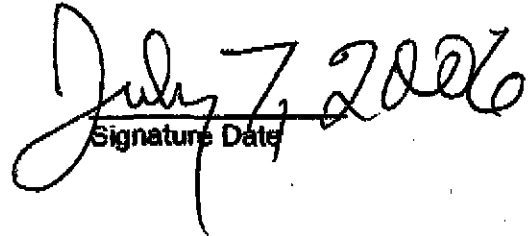
**ARBITRATION PANEL**

Ralph H. Erickson  
Carolyn V. Quadt  
Thomas J. Doherty

- Public Arbitrator, Presiding Chair  
- Public Arbitrator  
- Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

  
Ralph H. Erickson  
Chair, Public Arbitrator

  
Signature Date

\_\_\_\_\_  
Carolyn V. Quadt  
Public Arbitrator

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

\_\_\_\_\_  
Thomas J. Doherty  
Non-Public Arbitrator

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

7/7/06  
Date of Service

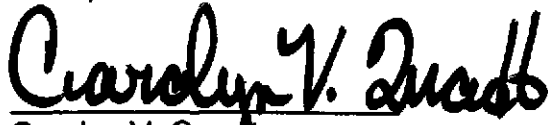
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Carolyn V. Quadt	-	Public Arbitrator
Thomas J. Doherty	-	Non-Public Arbitrator

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Ralph H. Erickson  
Chair, Public Arbitrator

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

  
\_\_\_\_\_  
Carolyn V. Quadt  
Public Arbitrator

**JUNE 14, 2006**  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Thomas J. Doherty  
Non-Public Arbitrator

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

7/1/06  
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Date of Service

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Ralph H. Erickson  
Chair, Public Arbitrator

Signature Date

Carolyn V. Quadt  
Public Arbitrator

Signature Date

  
Thomas J. Doherty  
Non-Public Arbitrator

6/13/2006  
Signature Date

7/7/06  
Date of Service