

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

John (Giovanni) Granata, (Claimant) vs. The Prudential Insurance Company of America, Pruco Securities Corporation, and Joseph Gebbia (Respondents)

Case Number: 99-02446

Hearing Site: New York, NY

REPRESENTATION OF PARTIES

Claimant, John (Giovanni) Granata ("Granata"), hereinafter referred to as "Claimant": Edward F. Broderick, Jr., Esq., Morristown, NJ.

Respondents, The Prudential Insurance Company of America ("Prudential") and Pruco Corporation ("Pruco") hereinafter collectively referred to as "Respondents": Alan E. Kraus, Esq., Riker, Danzig, Scherer, Hyland, & Perretti, LLP, Morristown, NJ.

Joseph A. Gebbia ("Gebbia"), hereinafter referred to as "Respondent": J. Michael Riordan, Esq., Bressler, Amery & Ross, P.C., Florham Park, NJ.

CASE INFORMATION

Statement of Claim filed on or about: May 18, 1999.

Claimant Granata signed the Uniform Submission Agreement: May 13, 1999.

Statement of Answer filed jointly by Respondents Prudential, Pruco, and Gebbia on or about: August 3, 1999.

Respondent Prudential signed the Uniform Submission Agreement: April 19, 2001.

Respondent Pruco signed the Uniform Submission Agreement: April 27, 2001

Respondent Gebbia did not sign the Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: wrongful termination; and, defamation.

Respondents denied the allegations made in the Statement of Claim and asserted the following defenses: failure to state any claim upon which relief can be granted; Claimant was an at-will employee of Respondent Prudential and could be terminated for any legal reason; Respondents had a good faith belief that Claimant engaged in improper activities; Claimant cannot impose individual liability upon Respondent Gebbia; Claimant's claims are barred by the doctrine of laches, waiver, and estoppel; Claimant has suffered no cognizable

damages; Claimant failed to mitigate his damages; and, all statements made by Respondents relative to Claimant were truthful.

RELIEF REQUESTED

Claimant requested an amount of \$3,000,000.00 in compensatory damages; punitive damages; reinstatement of his former position and benefits; costs and attorney's fees.

Respondents requested dismissal of the Statement of claim in its entirety; costs and attorney's fees, and; such other and further relief as the Panel deems just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

On April 6, 2001, Respondent Gebbia was dismissed, with prejudice, as a party by way of stipulation by all parties.

Respondents' Motion for Summary Judgement was denied by the Panel on August 7, 2000.

Respondents' Motion to Dismiss was denied by the Panel on June 4, 2001.

The parties have 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, the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondents Prudential and Pruco are jointly and severally liable and shall pay to the Claimant \$28,000.00 in compensatory damages, and;
2. All other requests for relief are denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee	= \$ 500.00
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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 firms that employed the associated persons at the time of the events giving rise to the dispute. In this matter, the member firms are a party.

Respondent Prudential's Member Fees:

Member surcharge	= \$ 2,500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$ 4,500.00

Respondent Pruco's Member Fees:

Member surcharge	= \$ 2,500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$ 4,500.00

Adjournment Fees

Adjournments requested during these proceedings:

December 20, 21, and 22, 2000 and January 3, 4, and 5, 2001, adjournments requested by Respondents Prudential, Pruco and Gebbia	= \$ 1,200.00 (jointly and severally)
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Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing 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 Panel x \$1,200.00	= \$ 2,400.00
Pre-hearing conferences: February 11, 2000	1 session
August 7, 2000	1 session

Eighteen (18) Hearing sessions x \$1,200.00	= \$21,600.00
Hearing Dates: April 9, 2001	2 sessions

April 10, 2001	2 sessions
April 11, 2001	2 sessions
May 17, 2001	2 sessions
May 18, 2001	2 sessions
May 29, 2001	2 sessions
June 4, 2001	2 sessions
June 5, 2001	2 sessions
June 20, 2001	2 sessions

Total Forum Fees	= \$24,000.00
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1. The Panel has assessed \$12,000.00 of the forum fees against Claimant.
2. The Panel has assessed \$12,000.00 of the forum fees jointly and severally against Respondents Prudential and Pruco.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services including, but not limited to, additional copies of arbitrator awards beyond those provided without charge, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

1. Claimant requested photocopies of transcripts for a fee of \$30.50.

Fee Summary

1. Claimant Granata be and hereby is solely liable for:

Initial Filing Fee	= \$ 500.00
Forum Fees	= \$12,000.00
<u>Administrative Costs</u>	= \$ 30.50
Total Fees	= \$12,530.50
<u>Less Payments</u>	= \$ 1,730.50
Balance Due NASD Dispute Resolution, Inc.	= \$10,800.00

2. Respondent Prudential be and hereby solely liable for:

<u>Member Fees</u>	= \$ 7,600.00
Total Fees	= \$ 7,600.00
<u>Less Payments</u>	= \$ 8,800.00
Refund Due Respondent	= \$ 1,200.00

3. Respondent Pruco be and hereby solely liable for:

<u>Member Fees</u>	= \$ 7,600.00
Total Fees	= \$ 7,600.00
<u>Less Payments</u>	= \$ 7,600.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

4. Respondents Prudential and Pruco be and hereby are jointly and severally liable for:

<u>Forum Fees</u>	= \$12,000.00
Balance Due NASD Dispute Resolution, Inc.	= \$12,000.00

5. Respondents Prudential, Pruco and Gebbia are hereby jointly and severally liable for:

<u>Adjournment Fees</u>	= \$ 1,200.00
Total Fees	= \$ 1,200.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 1,200.00

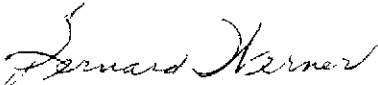
All balances are due and payable to NASD Dispute Resolution, Inc.

ARBITRATION PANEL

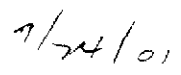
Bernard Werner, Esq.	-	Public Arbitrator, Chairperson
Marilyn J. Salzman, Esq.	-	Public Arbitrator
Kevin M. Greene	-	Industry Arbitrator

Concurring Arbitrators' Signature(s)

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



Bernard Werner, Esq.
Public Arbitrator, Chairperson



Signature Date

Marilyn J. Salzman, Esq.
Public Arbitrator

Signature Date

Kevin M. Greene
Industry Arbitrator

Signature Date

July 31, 2001

Date of Service (For NASD office use only)

ARBITRATION PANEL

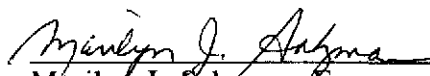
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Bernard Werner, Esq.
Public Arbitrator, Chairperson

Signature Date


Marilyn J. Salzman, Esq.
Public Arbitrator

7/18/01
Signature Date

Kevin M. Greene
Industry Arbitrator

Signature Date

July 31, 2001

Date of Service (For NASD office use only)

ARBITRATION PANEL

Bernard Werner, Esq.	-	Public Arbitrator, Chairperson
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Kevin M. Greene	-	Industry Arbitrator

Concurring Arbitrators' Signature(s)

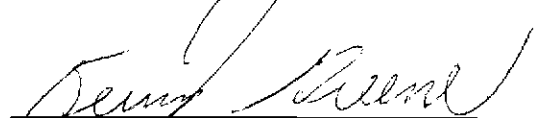
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Bernard Werner, Esq.
Public Arbitrator, Chairperson

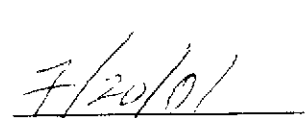
Signature Date

Marilyn J. Salzman, Esq.
Public Arbitrator

Signature Date



Kevin M. Greene
Industry Arbitrator



Signature Date

July 31, 2001

Date of Service (For NASD office use only)