

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between

Name of Claimant

Ramona V. MacKinnon
Ramona V. MacKinnon SEP IRA

Case No. 00-04333

Name of Respondent

Raymond James Financial Services, Inc. f/k/a
Investment Management & Research, Inc.

Hearing Site: Tampa, Florida

REPRESENTATION OF PARTIES

For Ramona V. MacKinnon and Ramona V. MacKinnon SEP IRA, hereinafter referred to as "Claimant": Any Sinelli, Esq. of Igler & Dougherty, P.A., Tampa, Florida.

For Raymond James Financial Services, Inc. f/k/a Investment Management & Research, Inc. ("Raymond James"), hereinafter referred to as "Respondent": Bruce W. Barnes, P.A., Clearwater, Florida.

CASE INFORMATION

Statement of Claim filed on or about: September 20, 2000.

Amended Statement of Claim filed on or about: February 1, 2001.

Claimant Ramona V. MacKinnon signed the Uniform Submission Agreement:
September 20, 2000.

Claimant Ramona V. MacKinnon IRA signed the Uniform Submission Agreement:
January 25, 2001.

Answer and Affirmative Defenses of Raymond James Financial Services, Inc. filed on
or about: December 1, 2000.

Respondent signed the Uniform Submission Agreement: November 22, 2000.

CASE SUMMARY

Claimant asserted the following causes of action: fraudulent inducement; breach of the employment agreement; breach of the customer agreement; negligence; defamation; breach of fiduciary duty; trespass; conversion; civil theft; and, unjust enrichment.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted the following defenses: Claimant's own intentional wrongdoing, Claimant's wilful disregard of the restrictions placed on her accounts by Raymond James, and Claimant's failure to follow industry and firm rules and regulations caused her termination.

RELIEF REQUESTED

Claimant requested:

Actual Damages	\$500,000.00
Punitive/ Treble Damages	not to exceed \$250,000.00
Interest	\$ 80,000.00
Attorneys' Fees	\$ 80,000.00
Other Costs	to be determined
Other Monetary/Non-Monetary Relief if any:	expungement of Claimant's
Form U-5 and return of all client accounts.	

Respondent requested a dismissal of the Statement of Claim plus attorneys' fees and expenses.

OTHER ISSUES CONSIDERED AND DECIDED

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

Respondent asserted a motion in limine to limit the testimony of Claimant's expert simply to the scope of opinion Claimant's counsel represented to the Panel would be presented, as listed in the Panel's August 13, 2001 order: "Claimant states the expert will testify only in the areas of rules and regulatory compliance." After taking argument of counsel and an extended executive session, the Panel granted the motion in limine, restricting expert testimony to rules and regulatory compliance issues (particularly including, but not expressly limited to, Reg T and NYSE rules), related to free riding (both generally and whether Claimant engaged in it); account restrictions; account transfers; proper completion and effect of a Form U-5; and clearance of securities.

Respondent moved for a "directed verdict" at the close of Claimant's case in chief. After taking argument of counsel and an extended executive session, the panel granted the motion in part, dismissing with prejudice Counts I, II, V, VII, VIII, IX and X of the Amended Statement of Claim and parts of Counts III (Breach of Customer Agreement), IV (Negligence), and VI (Breach of Fiduciary Duty). After this motion, the panel determined the only claims still outstanding were the Breach of Customer Agreement, Negligence, and Breach of Fiduciary Duty claims with respect to:

- (a) the transfer from Respondent to Charles Schwab & Company, Inc. ("Schwab") of Claimant's personal account (but not her SEP IRA account, which was dismissed by the panel above); and
- (b) the seven securities trades on April 12, 2000 (YHOO-2 trades; JDSU-1 trade; CMRC-2 trades; and CRNS-1 trade) and April 13, 2000 (CRA-1 trade).

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions (if any), the Panel has decided in full and final resolution of the issues submitted for determination as follows:

Claimant is awarded consequential damages in her individual account as follows:

CRA claim (breach of customer agreement and fiduciary duty):	\$33,241.01
Failure to transfer Claimant's personal account to Schwab timely: (30 trading days from June 7-July 19, 2000, inclusive @ \$3,080/day)	\$92,400.00

Claimant is awarded pre-judgment simple interest on the amount referenced hereinabove in her individual account at the rate of 10% per annum as follows:

as to the CRA claim:	April 28, 2000 until November 21, 2001
as to the failure to transfer:	July 19, 2000 until November 21, 2001

Claimant's request for damages in her SEP IRA account is denied.

Claimant's request for compensatory damages is denied.

Claimant's requests for an expungement of her Form U-5 and a return of her client accounts are denied.

With respect of the issue of attorneys' fees the Panel finds that the Respondent prevailed on the breach of employment agreement claim and Claimant prevailed in part and Respondent prevailed in part on the breach of customer agreement claim. Both agreements carried fee-shifting provisions. The Panel refers the issue of entitlement to and amount, if any, of attorneys' fees to be awarded to a court of competent jurisdiction.

Each party shall bear their respective costs.

Any and all requests for relief not specifically addressed herein, including Claimant's request for punitive/treble damages, are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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 = \$375.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. In this matter, the member firm is a party.

Member surcharge = \$2,000.00
Pre-hearing process fee = \$600.00
Hearing process fee = \$3,500.00

Adjournment Fees

Adjournments requested during these proceedings:

August 6-8, 2001 Hearing Dates, adjournment by Respondent = \$1,200.00

Forum Fees and Assessments

The panel has the authority to assess forum fees for each hearing session conducted. A hearing 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:

Three Pre-hearing sessions with a single arbitrator x \$450.00 = \$1,350.00
Pre-hearing conferences: July 13, 2001 1 session
July 19, 2001 1 session
August 6, 2001 1 session

One Pre-hearing session with Panel x \$1,200.00 = \$1,200.00
Pre-hearing conference: April 9, 2001 1 session

Ten Hearing sessions x \$1,200.00 = \$12,000.00
Hearing Dates: October 15, 2001 2 sessions
October 16, 2001 2 sessions
October 17, 2001 1 session
November 19, 2001 2 sessions
November 20, 2001 2 sessions
November 21, 2001 1 session

Total Forum Fees	= \$14,550.00
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The panel has assessed \$7,500.00 of the forum fees to Claimant.

The panel has assessed \$7,050.00 of the forum fees to Respondent.

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.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$375.00
Forum Fees	= \$7,500.00

Total Fees	= \$7,875.00
Less payments	= \$1,575.00

Balance Due NASD Dispute Resolution, Inc.	= \$6,300.00
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Respondent be and hereby is solely liable for:

Member Fees	= \$6,100.00
Adjournment Fee	= \$1,200.00
Forum Fees	= \$7,050.00

Total Fees	= \$14,350.00
Less payments	= \$6,700.00

Balance Due NASD Dispute Resolution, Inc.	= \$7,650.00
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All balances are due and payable to NASD Dispute Resolution, Inc. immediately upon receipt of the Award by the parties pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Christopher M. Shulman, Esq.	-	Public Arbitrator, Presiding
Chair Kevin S. Doty, Esq.	-	Public Arbitrator
Darryll R. Bauchert, Sr., MBA, CFP	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

/S/

Christopher M. Shulman, Esq.
Public Arbitrator, Presiding Chair

Signature **Date**

/S/

Kevin S. Doty
Public Arbitrator

Signature Date


/S/

Darryll R. Bauchert, Sr., MBA, CFP
Non-Public Arbitrator

Signature Date

December 26, 2001

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



Christopher M. Shulman, Esq.
Public Arbitrator, Presiding Chair

12/19/01
Signature Date

Kevin S. Doty
Public Arbitrator

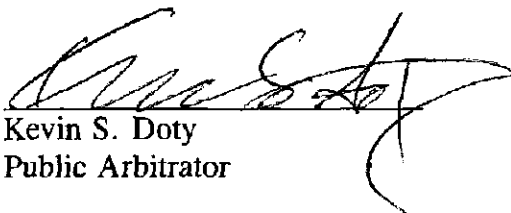
Signature Date

Darryll R. Bauchert, Sr., MBA, CFP
Non-Public Arbitrator

Signature Date

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

Christopher M. Shulman, Esq.
Public Arbitrator, Presiding Chair



Kevin S. Doty
Public Arbitrator

Signature Date

19 Dec 2001

Signature Date

Darryll R. Bauchert, Sr., MBA, CFP
Non-Public Arbitrator

Signature Date


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

Christopher M. Shulman, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Kevin S. Doty
Public Arbitrator

Signature Date



Darryll R. Bauchert, Sr., MBA, CFP
Non-Public Arbitrator



Signature Date

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