

**Award**  
**NASD Dispute Resolution, Inc.**

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In the Matter of the Arbitration Between

Name of the Claimant

Frank A. Morris

Case Number: 00-04503

Names of the Respondents

Morris Thomas Hudson

Jonathan Stein

Raymond James & Associates, Inc.

Hearing Site: Tampa, Florida

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**REPRESENTATION OF PARTIES**

Frank A. Morris, hereinafter referred to as "Claimant", appeared pro se.

For Respondents Morris Thomas Hudson ("Hudson") and Raymond James & Associates, Inc. ("RJA"): Frederick S. Schriels, Esq. of Gray Harris Robinson Shackleford, Farrior, Tampa, FL.

For Respondent Jonathan Stein ("Stein"): Peter B. King, Esq. of Fowler White Boggs Banker PA, Tampa, FL.

**CASE INFORMATION**

Statement of Claim filed on or about: October 10, 2000.

Claimant signed the Uniform Submission Agreement: October 8, 2000.

Statement of Answer filed by Respondent Hudson on or about: December 6, 2000.

Statement of Answer filed by Respondent Stein on or about: May 29, 2001.

Statement of Answer filed by Respondent RJA on or about: December 6, 2000.

Respondent Hudson signed the Uniform Submission Agreement: November 5, 2000.

Respondent Stein signed the Uniform Submission Agreement: May 24, 2001.

Respondent RJA signed the Uniform Submission Agreement: March 2, 2001.

Respondent Stein's Motion to Dismiss filed on or about: December 17, 2001.

Claimant's Response to Respondent Stein's Motion to Dismiss filed on or about: January 14, 2002.

Respondent Stein's Reply to Claimant's Response to Motion to Dismiss filed on or about: January 22, 2002.

**CASE SUMMARY**

Claimant asserted the following causes of action: breach of responsibility; negligence; and, deviation from NASD professional or ethical policies or procedures. The causes of action relate to the sale of Acindar Industries, Multicanal S.A., APP Int'l Finance, Fed. Rep. of Brazil, Phillipine Telephone, Indah Kiat, and AES China Gen. bonds and the sale of Cendant and Borden Chemical stock in Claimant's account.

Unless specifically admitted in his Answer, Respondent Hudson denied the allegations made in the Statement of Claim and asserted various affirmative defenses including: Respondent Hudson acted reasonably and responsibly and Respondent Hudson is not responsible for any of Claimant's losses.

Unless specifically admitted in its Answer, Respondent RJA denied the allegations made in the Statement of Claim and asserted various affirmative defenses including: Respondent RJA was authorized to close Claimant's account and acted reasonably and responsibly.

Unless specifically admitted in his Answer, Respondent Stein denied the allegations made in the Statement of Claim and asserted various affirmative defenses including: Claimant's account was properly terminated; Respondent Stein's communication with Claimant in his role as attorney for Respondent RJA is the sole basis for the claim against Respondent Stein; and, attorneys may not be held liable for asserting the rights of their clients.

#### **RELIEF REQUESTED**

Claimant requested compensatory damages of \$429,782.00 plus interest, costs, and a review of the behavior of Respondents Hudson and Stein.

Respondents Hudson, Stein, and RJA requested dismissal of the Statement of Claim and reimbursement of costs and attorneys' fees.

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

On or about February 5, 2002, the Panel issued an order which granted Respondent Stein's motion to dismiss.

The parties have agreed that the Award in this matter may be executed in counterpart copies.

#### **AWARD**

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

Claimant's Statement of Claim is dismissed, with prejudice.

Any and all relief not specifically addressed herein is 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 = \$300.00

### **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 = \$1,500.00  
Pre-hearing process fee = \$600.00  
Hearing process fee = \$2,500.00

### **Adjournment Fees**

Adjournments requested during these proceedings:

No requests for adjournment were filed in this matter.

### **Injunctive Relief Fees**

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the Panel.

No injunctive relief fees were incurred in this matter.

### **Forum Fees and Assessments**

The Panel has assessed forum fees for each session conducted. 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:

Three (3) Pre-hearing sessions with Panel @ \$1,125.00 = \$3,375.00

Pre-hearing conferences: June 14, 2001 1 session  
November 13, 2001 1 session  
January 24, 2002 1 session

Six (6) Hearing sessions @ \$1,125.00 = \$6,750.00

Hearing Dates: April 15, 2002 2 sessions  
April 16, 2002 2 sessions  
April 17, 2002 2 sessions

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Total Forum Fees = \$10,125.00

The Panel has assessed the total forum fees of \$10,125.00 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 are 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 in this matter.

### FEE SUMMARY

1. Claimant is solely liable for:

Initial Filing Fee	= \$300.00
Forum Fees	= \$10,125.00

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Total Fees	= \$10,425.00
Less payments	= \$1,425.00

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Balance Due NASD Dispute Resolution, Inc.	= \$9,000.00
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2. Respondent RJA is solely liable for:

Member Fees	= \$4,600.00
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Total Fees	= \$4,600.00
Less payments	= \$2,100.00

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Balance Due NASD Dispute Resolution, Inc.	= \$2,500.00
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All balances are payable to NASD Dispute Resolution, Inc. and are due upon receipt pursuant to Rule 10330(g) of the Code.

### ARBITRATION PANEL

James R. Kennedy, Jr., Esq.	-	Public Arbitrator, Presiding Chair
S. David Anton, J.D.	-	Public Arbitrator
Sean T. Wright	-	Non-Public Arbitrator

### Concurring Arbitrators' Signatures

/s/

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James R. Kennedy, Jr., Esq.  
Public Arbitrator, Presiding Chair

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Signature Date

NASD Dispute Resolution, Inc.

Arbitration No. 00-04503

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Balance Due NASD Dispute Resolution, Inc.	= \$9,000.00
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## 2. Respondent RJA is solely liable for:

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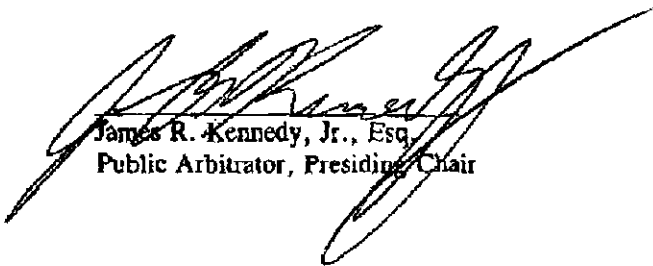
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S. David Anton, J.D.	-	Public Arbitrator
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**Concurring Arbitrators' Signatures**

James R. Kennedy, Jr., Esq.  
Public Arbitrator, Presiding Chair

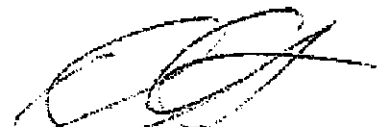
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NASD Dispute Resolution, Inc.

Arbitration No. 00-04503

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S. David Anton, J.D.  
Public Arbitrator

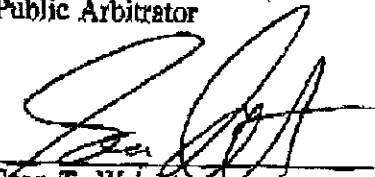
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Sean T. Wright  
Non-Public Arbitrator

Signature Date

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

S. David Anton, J.D.  
Public Arbitrator

  
Sean T. Wright  
Non-Public Arbitrator

Signature Date

5/24/02  
Signature Date

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

2002  
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/s/

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S. David Anton, J.D.  
Public Arbitrator

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Signature Date

/s/

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Sean T. Wright  
Non-Public Arbitrator

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Signature Date

May 29, 2002

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