

**AWARD
NASD Dispute Resolution**

In the Matter of the Arbitration Between

Name of Claimant

Lawanda Parker

v.

Case Number: 01-01439
Hearing Site: Troy, Michigan

Names of Respondents

Leonard & Company,
Lawrence J. Bullock
American Skandia Marketing, Inc.,
Kristin E. Jaekle and Suzanne Hurel

and

Name of Cross-Claimant

American Skandia Marketing, Inc.

v.

Name of Cross-Respondent

Leonard & Company

NATURE OF CASE

Customer v. Members and Associated Persons and Member v. Member

REPRESENTATION OF PARTIES

Lawanda Parker ("Claimant") was represented by James C. Steffl, Esq., Harnisch, Lebow, Gerlach, Steffl & Gadd, Bingam Farms, Michigan, as of on or about December 19, 2001. Prior to Mr. Steffl's appearance, Claimant acted in pro per.

Leonard & Company ("Leonard") and Lawrence J. Bullock ("Bullock"), hereinafter referred to as "Respondents" were represented by Dennis J. Levasseur, Esq., Bodman, Longley & Dahling, Detroit, Michigan.

American Skandia Marketing, Inc. ("Skandia"), Kristin E. Jaekle ("Jaekle") and Suzanne Hurel ("Hurel") were represented by Thomas R. Cox, Esq., Miller Canfield Paddock and Stone, Detroit, Michigan.

CASE INFORMATION

The Statement of Claim was filed on or about March 19, 2001. The Submission Agreement of Claimant Lawanda Parker was signed on or about May 11, 2001. Claimant's Addendum was filed on or about May 4, 2001. Claimant's Supplemental Statement of Claim was filed on or about January 31, 2002.

Statement of Answer was filed by Respondents Leonard and Bullock on or about June 7, 2001. Respondents Leonard and Bullock filed an Answer to Claimant's Supplemental Statement of Claim on or about February 11, 2002.

Statement of Answer, Cross-Claims and Motion to Dismiss was filed by Respondents Skandia, Jaekle and Hurel on or about June 6, 2001. The Submission Agreement of Respondent American Skandia Marketing, Inc. was signed on or about June 7, 2001. The Submission Agreement of Respondent Kristin E. Jaekle was signed on or about June 5, 2001. Submission Agreement of Suzanne Hurel was signed on or about June 5, 2001.

Respondents Leonard and Bullock filed a Motion to Dismiss or in the Alternative Motion for More Definite Statement of Claim on or about June 6, 2001. Claimant filed a Response to Motion on or about June 20, 2001.

Respondents Leonard and Bullock filed a Motion to Dismiss Claimant's Supplemental Statement of Claim on or about February 8, 2002. Claimant filed a Response on or about March 1, 2002.

Claimant filed a Response to Skandia, Jaekle and Hurel's Motion on or about August 30, 2001. Respondents Skandia, Jaekle and Hurel filed a Reply Brief in of their Motion on or about September 24, 2001. Claimant filed a Reply on or about September 26, 2001. Respondents Skandia, Jaekle and Hurel filed a Sur-Reply Brief in Support of their Motion on or about October 9, 2001. Claimant filed a Response to Sur-Reply Brief on or about October 28, 2001. Respondents Skandia Jaekle and Hurel filed a Response on or about November 8, 2001.

CASE SUMMARY

Claimant asserted the following causes of action: misrepresentation, unauthorized trading, breach of fiduciary duty, breach of duty of fair dealing, breach of contract, negligence, the "shingle" theory, failure to supervise, violation of NASD and NYSE Rules, and controlling person liability/respondeat superior. The causes of action relate to Respondents' management of Claimant's two annuity accounts and two stock fund accounts.

Unless specifically admitted in its Answer, Respondents Leonard and Bullock denied the allegations made in the Statement of Claim and asserted affirmative defenses including the following: Claimant has failed, in whole or in part, to state a claim upon which relief can be granted, Claimant's claims are barred in whole or in part, because they are not ripe for adjudication, Claimant's alleged damages are to be reduced by any benefit received, and Claimant's claims are barred, in whole or in part, under the doctrine of assumption of the risk and/or comparative or contributory negligence.

Unless specifically admitted in its Answer, Respondents Skandia, Jaekle and Hurel denied the allegations made in the Statement of Claim and asserted various defenses. Respondents Skandia, Jaekle and Hurel requested dismissal based on lack of jurisdiction and failure to state a claim.

RELIEF REQUESTED

Claimant requested an award in the amount of \$492,129.14 including trading losses, lost opportunity and lost commissions paid, plus punitive and exemplary damages of \$500,000.00, in addition to costs, attorney fees, interest, other unspecified monetary relief, and non-monetary relief including a cease and desist order and account transfer.

Respondents Leonard and Bullock requested that the claims asserted against them be denied in their entirety and that they be awarded their expenses, attorneys' fees, and any other relief the Panel deems appropriate. Respondent Bullock requested expungement of his CRD at hearing.

Respondents Skandia, Jaekle and Hurel requested dismissal, costs, attorneys' fees and such other ad further relief as is just and appropriate. Respondent Skandia requested indemnification and/or contribution from Leonard in the event it is found liable.

OTHER ISSUES CONSIDERED & DECIDED

Respondent Leonard & Company and Lawrence J. Bullock did not file with the NASD Dispute Resolution properly executed submissions to arbitration but are required to submit to arbitration pursuant to Rule 10301 of the NASD Code of Arbitration Procedure (the "Code") and having answered the claim, appeared and testified at the hearing are bound by the determination of the arbitration panel on all issues submitted.

On or about Decemeber 19, 2001, Claimant voluntarily withdrew her claims against Respondents Suzanne Hurel and Kristin Jaekle with prejudice and agreed to the expungement of their CRD records. On or about February 20, 2002, Claimant withdrew and dismissed her claims against Respondent America Skandia Marketing, Inc. without prejudice. American Skandia withdrew its Cross Claim against Leonard and Company without prejudice on or about February 20, 2002.

In its Order of on or about March 4, 2002, the Panel dismissed Claimant's claims against Respondents American Skandia Marketing, Inc, Kristin E. Jaekle and Suzanne Hurel with prejudice. The Panel dismissed Respondent American Skandia Marketing, Inc. with prejudice and American Skandia Marketing, Inc.'s Cross-Claim without prejudice in the same Order. The Panel did not adjudicate any claims against these Respondents/Cross-Respondents at hearing.

In its Order of on or about December 24, 2001, the Panel granted Respondents Leonard and Bullocks' Motion for an Amended Statement of Claim and ordered Claimant to file a *restated claim by January 22, 2002.*

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. In either case, the parties have agreed to receive conformed copies of the award while the original(s) remain on file with NASD Dispute Resolution ("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.) Respondents, Leonard & Company and Lawrence J. Bullock, are jointly and severally liable for and shall pay to Claimant, Lawanda Parker, the sum of \$111,000.00 in compensatory damages;
- 2.) Respondents, Leonard & Company and Lawrence J. Bullock are jointly and severally liable for and shall pay to Claimant, Lawanda Parker, interest on the above stated sum at the rate of 3.603% per annum from and including March 19, 2001, through and including the date this Award is paid in full;
- 3.) Respondent Bullock's request for expungement is denied with prejudice;
- 4.) The panel recommends the expungement of all reference to the above captioned arbitration from Respondent Kristin E. Jaekle's and Suzanne Hurel's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-09, Respondents Jaekle and Hurel must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
- 5.) That other than Forum Fees which are specified below, the parties shall each bear their own costs and expenses incurred in this matter;
- 6.) That any relief not specifically enumerated, including punitive and exemplary damages and attorney fees, is hereby denied with prejudice.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee	= \$ 375.00
Cross-claim filing fee	= \$ 1,250.00

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 Leonard & Company and American Skandia Marketing, Inc.

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

Adjournment Fees

Adjournments requested during these proceedings:

March 19-21, 2003 adjournment by Respondents Leonard and Bullock	= \$ 1,200.00
July 15-16, 2003, adjournment by Respondents Leonard and Bullock	= \$ 1,500.00

Forum Fees and Assessments

The Arbitration Panel assesses 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:

Two (2) Pre-hearing sessions with a single arbitrator x \$450.00	= \$ 900.00
Pre-hearing conferences: January 21, 2002	1 session
February 20, 2002	1 session

Six (6) Pre-hearing sessions with Panel x \$1,200.00	= \$ 7,200.00
Pre-hearing conferences: October 1, 2001	1 session
November 12, 2001	1 session
December 20, 2001	1 session
March 4, 2002	1 session
March 20, 2002	1 session
July 16, 2003	1 session

Nine (9) Hearing sessions x \$1,200.00		= \$10,800.00
Hearing Dates:		
	April 9, 2003	2 sessions
	April 10, 2003	2 sessions
	April 11, 2003	2 sessions
	September 9, 2003	2 sessions
	September 10, 2003	1 session
Total Forum Fees		= \$18,900.00

The Arbitration Panel has assessed \$9,450.00 of the forum fees to Lawanda Parker.
The Arbitration Panel has assessed \$9,450.00 of the forum fees jointly and severally to Leonard & Company and Lawrence J. Bullock.

Fee Summary

Claimant, Lawanda Parker, is solely liable for:

Initial Filing Fee	= \$ 375.00
Forum Fees	= \$ 9,450.00
Total Fees	= \$ 9,825.00
Less payments	= \$ 1,575.00
Balance Due NASD Dispute Resolution	= \$ 8,250.00

Respondent, Leonard & Company, is solely liable for:

Member Fees	= \$ 6,100.00
Total Fees	= \$ 6,100.00
Less payments	= \$ 6,100.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent, American Skandia Marketing, Inc., is solely liable for:

Cross-Claim Filing Fee	= \$ 1,250.00
Member Fees	= \$ 6,100.00
Total Fees	= \$ 7,350.00
Less payments	= \$ 7,600.00
Balance refunded by NASD Dispute Resolution	= \$ 250.00

Respondents, Leonard & Company and Lawrence J. Bullock, are jointly and severally liable for:

Adjournment Fees	= \$ 2,700.00
Forum Fees	= \$ 9,450.00
Total Fees	= \$12,150.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$12,150.00

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

ARBITRATION PANEL

Marvin I. Horowitz, Esq. - Public Arbitrator, Presiding Chair
George H. Zinn, Esq. - Public Arbitrator
Joseph H. Mizzi - Non-Public Arbitrator

Concurring Arbitrators:

/s/ Marvin I. Horowitz, Esq.

Marvin I. Horowitz, Esq.
Public Arbitrator, Presiding Chair

10/13/03

Signature Date

/s/ George H. Zinn, Esq.

George H. Zinn, Esq.
Public Arbitrator

10/14/03

Signature Date

/s/ Joseph H. Mizzi

Joseph H. Mizzi
Non-Public Arbitrator

10/08/03

Signature Date

10/14/03

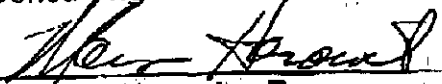
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ARBITRATION PANEL

Marvin I. Horowitz, Esq. - Public Arbitrator, Presiding Chair
George H. Zinn, Esq. - Public Arbitrator
Joseph H. Mizzi - Non-Public Arbitrator

Concurring Arbitrators:



Marvin I. Horowitz, Esq.
Public Arbitrator, Presiding Chair

10/13/03

Signature Date

George H. Zinn, Esq.
Public Arbitrator

Signature Date

Joseph H. Mizzi
Non-Public Arbitrator

Signature Date

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NASD Dispute Resolution
Arbitration No. 01-01489
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ARBITRATION PANEL

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George H. Zinn, Esq. - Public Arbitrator
Joseph H. Mizzi - Non-Public Arbitrator

Concurring Arbitrators:

Marvin I. Horowitz, Esq.
Public Arbitrator, Presiding Chair

Signature Date

George H. Zinn, Esq.
Public Arbitrator

Signature Date



Joseph H. Mizzi
Non-Public Arbitrator

10-08-03

Signature Date

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NASD Dispute Resolution
Arbitration No. 01-01439
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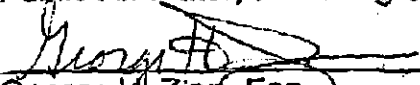
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Concurring Arbitrators:

Marvin I. Horowitz, Esq.
Public Arbitrator, Presiding Chair

Signature Date


George H. Zinn, Esq.
Public Arbitrator

14 Oct 03
Signature Date

Joseph H. Mizzi
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)