
Award
NASD

In the Matter of the Arbitration Between:

Names of the Claimants

Anthony J. Mirigliani and Lucille T. Mirigliani, JTWROS

Case Number: 01-02725

Names of the Respondents

James Haught, Keith Kline and Raymond James & Associates, Inc.

Hearing Site: Tampa, FL

REPRESENTATION OF PARTIES

Anthony J. Mirigliani and Lucille T. Mirigliani, JTWROS, hereinafter collectively referred to as "Claimants," appeared pro se.

For Respondent James Haught ("Haught"): Howard A. Tescher, Esq., Kipnis Tescher Lippman & Valinsky, Fort Lauderdale, FL.

For Respondents Keith Kline ("Kline") and Raymond James & Associates, Inc. ("RJA"): James M. Norton, II, Esq., Raymond James & Associates, Inc., St. Petersburg, FL.

CASE INFORMATION

Statement of Claim filed on or about: May 23, 2001.

Claimants signed the Uniform Submission Agreement: April 16, 2001.

Respondent RJA signed the Uniform Submission Agreement: September 25, 2001.

Respondents Kline and RJA filed a Motion to Dismiss on or about: July 5, 2001.

Respondent Haught filed a Motion to Dismiss on or about: July 19, 2001.

Claimants filed a response to Respondents' Motions to Dismiss on or about: July 19, 2001.

Respondents did not file Statements of Answer.

Respondents Kline and Haught did not file executed Uniform Submission Agreements.

CASE SUMMARY

Claimants asserted that the Respondents fraudulently, negligently, and purposefully mishandled Claimants' brokerage account. The cause of action relates to the purchase and conversion of Ralston Purina Convertible securities held in Claimants' brokerage account.

RELIEF REQUESTED

Claimants requested compensatory damages of \$9,942.00 plus prejudgment interest, attorney's fees, filing and forum fees, and other relief to which they are entitled.

Respondents requested dismissal of the Statement of Claim, attorney's fees, expungement of this complaint

from Respondents' NASD Central Registration Depository ("CRD") records, and all other such relief to which they are entitled.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents Kline and Haught did not file with NASD a properly executed submission to arbitration but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code"), and are bound by the determination of the Arbitrator on all issues submitted.

On or about July 5, 2001, Respondents filed a Motion to Dismiss, which asserted that all claims made by Claimants in the Statement of Claim are barred pursuant to the terms of a General Release voluntarily executed by Claimants and Respondents in January 1999.

On or about July 19, 2001, Claimants filed a response to Respondents' Motion to Dismiss stating that they were misled into signing the General Release, and therefore the motion should be denied.

On or about December 3, 2001, the undersigned arbitrator ("Arbitrator") issued an order that granted the Respondents' Motion to Dismiss.

Upon review of the file and the representations made by Claimants, the Arbitrator determined that Respondents have been properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without said Respondents present, in accordance with the Code.

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

AWARD

After considering the motions to dismiss and response, and the arguments of counsel at a pre-hearing conference, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimants' Statement of Claim is dismissed, with prejudice.
2. The Arbitrator recommends the expungement of all references to the above captioned arbitration from Respondents' registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondents must obtain confirmation from a court of competent jurisdiction before the NASD CRD will execute the expungement directive.
3. Any and all relief not specifically addressed herein is denied.

FEES

Pursuant to the Code, the following fees are assessed:

NASD

Arbitration No. 01-02725

Award Page 3 of 4

Filing Fees

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

Initial claim filing fee = \$75.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Respondent RJA is assessed:

Member surcharge = \$300.00

Adjournment Fees

Adjournment fees were not assessed 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.

Injunctive relief fees were not assessed in this matter.

Forum Fees and Assessments

The Arbitrator has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator @ \$250.00 = \$250.00

Pre-hearing conference: October 30, 2001 1 session

Total Forum Fees = \$250.00

1. The Arbitrator has assessed \$125.00 of the forum fees jointly and severally to Claimants.
2. The Arbitrator has assessed \$125.00 of the forum fees jointly and severally to Respondents.

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 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. Claimants are jointly and severally liable for:

Initial Filing Fee = \$ 75.00

Forum Fees = \$ 125.00

NASD

Arbitration No. 01-02725

Award Page 4 of 4

Total Fees	= \$ 200.00
<u>Less payments</u>	= \$ 200.00
Balance Due NASD	= \$ 0.00

2. Respondent RJA is solely liable for:

<u>Member Fees</u>	= \$ 300.00
Total Fees	= \$ 300.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD	= \$ 300.00

3. Respondents are jointly and severally liable for:

<u>Forum Fees</u>	= \$ 125.00
Total Fees	= \$ 125.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD	= \$ 125.00

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

ARBITRATOR

Russell W. Merriman Esq.

- Public Arbitrator, Presiding Chairperson

Arbitrator's Signature

/s/

Russell Merriman, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

December 24, 2002

Date of Service (For NASD office use only)

NASD

Arbitration No. 01-02725

Award Page 4 of 4

Total Fees	= \$ 200.00
<u>Less payments</u>	= \$ 200.00
Balance Due NASD	= \$ 0.00

2. Respondent RJA is solely liable for:

Member Fees	= \$ 300.00
Total Fees	= \$ 300.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD	= \$ 300.00

3. Respondents are jointly and severally liable for:

Forum Fees	= \$ 125.00
Total Fees	= \$ 125.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD	= \$ 125.00


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

ARBITRATOR

Russell W. Merriman Esq.

- Public Arbitrator, Presiding Chairperson

Arbitrator's Signature



Russell Merriman, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Date of Service (For NASD office use only)