

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Roderic C. Ward and Elizabeth Jean Ward, individually and as Trustees of The Roderic C. Ward and Elizabeth Jean Ward Revocable Trust, Claimants v. Investment Architects, Inc., Glen David Haddock, Anthony J. Duckworth, and Jack W. Everett, Respondents

Case Number: 01-03268

Hearing Site: San Francisco, California

Nature of the Dispute: Customers v. Member and Associated Persons

REPRESENTATION OF PARTIES

For Claimants:

Timothy A. Canning, Esq.
Attorney at Law
Novato, California

For Respondents:

Kevin Hughey, Esq.
Sedgwick, Detert, Moran & Arnold
San Francisco, California

CASE INFORMATION

Statement of Claim filed: June 19, 2001

Claimants' Uniform Submission Agreement signed: June 14, 2001

Joint Statement of Answer filed by Respondents: November 7, 2001

Respondent Investment Architects, Inc.'s Uniform Submission Agreement signed: November 6, 2001

Respondent Glen David Haddock's Uniform Submission Agreement signed: November 7, 2001

Respondent Anthony J. Duckworth's Uniform Submission Agreement signed: November 6, 2001

Respondent Jack W. Everett's Uniform Submission Agreement signed: November 6, 2001

CASE SUMMARY

Claimant's Statement of Claim alleged fraud, misrepresentation, breach of contract, negligence, and breach of fiduciary duty. The allegations concern the purchases of debt offerings sponsored by Dynacorp.

Respondents denied the allegations of wrongdoing set forth in the Claimant's Statement of Claim and asserted affirmative defenses.

RELIEF REQUESTED

Claimant's Statement of Claim requested \$210,000.00 in compensatory damages, unspecified punitive damages, and interest.

Respondents requested dismissal of the Claimant's Statement of Claim in its entirety and costs, including attorneys' fees.

OTHER ISSUES CONSIDERED AND DECIDED

On May 6, 2003, Claimants signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On May 9, 2003, Claimant's counsel Timothy A. Canning signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On May 15, 2003, Respondents' counsel signed a Waiver Agreement on behalf of Respondents expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

On May 29, 2003, Claimant dismissed with prejudice Respondents Glen David Haddock and Anthony J. Duckworth from the above captioned arbitration.

On July 2, 2003, Claimant dismissed with prejudice Respondents Investment Architects, Inc. and Jack W. Everett from the above captioned arbitration.

The parties 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 and the Parties request for this stipulated award, the Panel decided in full and final resolution of the issues submitted for determination as follows:

1. Claimants and Respondents have entered into a confidential settlement agreement.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondents Glen David Haddock, Anthony J. Duckworth, and Jack W. Everett's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-09, Respondents Glen David Haddock, Anthony J. Duckworth, and Jack W. Everett must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee	= \$ 300.00
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Member Fees

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events that gave rise to the dispute, claim, or controversy. Accordingly, the member firm Investment Architects, Inc. is a party and the following fees are assessed:

Member Surcharge	= \$ 1,500.00
Pre-Hearing Process Fee	= \$ 600.00
Hearing Process Fee	= \$ 2,500.00
Total Member Fees	= \$ 4,600.00

Adjournment Fees

The following adjournment fees are assessed:

September 2002 Hearing Dates, adjournment requested by Claimant:	= waived
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Forum Fees and Assessments

The Panel assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Chair/Panel. The following fees are assessed:

Three (2) Pre-hearing conference sessions with the Panel @ \$1,125.00/session	= \$ 3,375.00
Pre-hearing conference(s):	
March 28, 2002	1 session
May 22, 2003	1 session
May 27, 2003	1 session

Total Forum Fees	= \$ 3,375.00
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1. The Panel assessed \$1,125.00 of the forum fees jointly and severally to Claimants.

2. The Panel assessed \$ 1,125.00 of the forum fees jointly and severally to Respondents.
3. The Panel waived the \$ 1,125.00 forum fee for the May 22, 2003 pre-hearing conference.

Fee Summary

1. Claimants are charged jointly and severally with the following fees and costs:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	<u>= \$ 1,125.00</u>
Total Fees	= \$ 1,425.00
<u>Less payments</u>	<u>= \$(1,425.00)</u>
Balance Due NASD Dispute Resolution	= \$ 0.00
2. Respondent Investment Architects, Inc. is charged with the following fees and costs:

Member Fees	= \$ 4,600.00
<u>Less payments</u>	<u>= \$(4,600.00)</u>
Balance Due NASD Dispute Resolution	= \$ 0.00
3. Respondents Investment Architects, Inc., Glen David Haddock, Anthony J. Duckworth, and Jack W. Everett are charged jointly and severally with the following fees and costs:

Forum Fees	= \$ 1,125.00
<u>Less payments by Investment Architects, Inc.</u>	<u>= \$(304.00)</u>
Balance Due NASD Dispute Resolution	= \$ 821.00

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

Parties' Signatures

Timothy A. Canning, Esq.
on behalf of Claimants


Signature Date


Kevin Hughey, Esq.
on behalf of Respondents

Signature Date

NASD Dispute Resolution, Inc.
Arbitration No. 01-03268
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Parties' Signatures


Timothy A. Canning, Esq.
on behalf of Claimants


Kevin Hughey, Esq.
on behalf of Respondents

Signature Date:

April 26, 2004
Signature Date

ARBITRATION PANEL

Richard L. Jaeger, Esq.	-	Public Arbitrator, Presiding Chair
Robin Lynn Berry	-	Public Arbitrator
Edgar N. Stone	-	Non-Public Arbitrator

Concurring Arbitrators' Signature(s)

Richard L. Jaeger, Esq.
Chair, Public Arbitrator

Signature Date

Robin Lynn Berry
Public Arbitrator

Signature Date

Edgar N. Stone
Non-Public Arbitrator

Signature Date

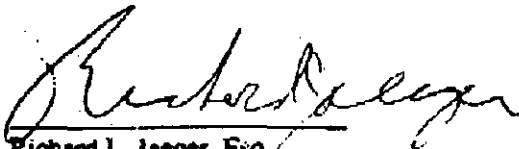
Date of Service

ARBITRATION PANEL

Richard L. Jaeger, Esq.
Robin Lynn Berry
Edgar N. Stone

Public Arbitrator, Presiding Chair
Public Arbitrator
Non-Public Arbitrator

Concurring Arbitrators' Signature(s)



Richard L. Jaeger, Esq.
Chair, Public Arbitrator

7/6/2004
Signature Date

Robin Lynn Berry
Public Arbitrator

Signature Date:

Edgar N. Stone
Non-Public Arbitrator

Signature Date:

7/20/04
Date of Service

ARBITRATION PANEL

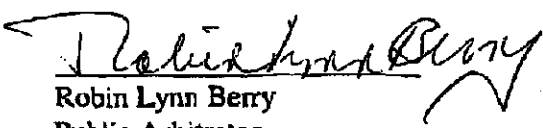
Richard L. Jaeger, Esq.
Robin Lynn Berry
Edgar N. Stone

- Public Arbitrator, Presiding Chair
- Public Arbitrator
- Non-Public Arbitrator

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Richard L. Jaeger, Esq.
Chair, Public Arbitrator

Signature Date


Robin Lynn Berry
Public Arbitrator

6/20/04
Signature Date

Edgar N. Stone
Non-Public Arbitrator

Signature Date

7/20/04
Date of Service

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Richard L. Jaeger, Esq.
Robin Lynn Berry
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Public Arbitrator, Presiding Chair
Public Arbitrator
Non-Public Arbitrator

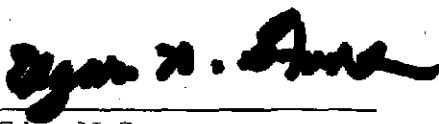
Concurring Arbitrators' Signature(s)

Richard L. Jaeger, Esq.
Chair, Public Arbitrator

Signature Date

Robin Lynn Berry
Public Arbitrator

Signature Date


Edgar N. Stone
Non-Public Arbitrator

6-21-2004
Signature Date

7/20/04
Date of Service