
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants

Case Number: 02-04717

Nathan Mayo, D.D.S.

Nathan Mayo, D.D.S., as custodian for
Clayton Daniel Mayo

Nathan Mayo, D.D.S., as custodian for
Melody Lynn Mayo

Name of the Respondent

Hearing Site: Orlando, Florida

Raymond James & Associates, Inc.

Nature of the Dispute: Customers vs. Member.

REPRESENTATION OF PARTIES

For Nathan Mayo, D.D.S.; Nathan Mayo, D.D.S., as custodian for Clayton Daniel Mayo; and Nathan Mayo, D.D.S., as custodian for Melody Lynn Mayo, collectively referred to herein as "Claimants": Neal J. Blaher, Esq., Law Office of Neal J. Blaher, Orlando, Florida.

For Raymond James & Associates, hereinafter referred to as "Respondent RJA": Sharon Carlstedt, Vice President and Associate Corporate Counsel with Respondent RJA, St. Petersburg, Florida, and George L. Guerra, Esq., Tate, Lazarini & Beall, PLC, Tampa, Florida.

CASE INFORMATION

Statement of Claim filed on or about: August 7, 2002.

Claimants signed the Uniform Submission Agreement on: August 2, 2002.

Statement of Answer filed by Respondent RJA on or about: October 16, 2002.

Respondent RJA signed the Uniform Submission Agreement on: August 27, 2002.

CASE SUMMARY

Claimants alleged the following causes of action: 1) unsuitable recommendations; 2) material misrepresentations and omissions; 3) failure to supervise; 4) negligence; and 5) violations of the Florida Securities & Investor Protection Act. The causes of action relate to investments in speculative, volatile technology-oriented securities, including shares of stock in Jds Uniphase Corp., VERITAS Software Corp. and Cisco Systems, Inc.

Unless specifically admitted in its Answer, Respondent RJA denied the allegations made in the Statement of Claim and asserted various defenses.

RELIEF REQUESTED

Claimants requested: 1) compensatory damages of not less than \$220,000.00; 2) disgorgement of all forms of compensation received by Respondent RJA and/or charges paid by Claimants; 3) selective rescission; 4) statutory and pre-judgment interest; 5) costs; 6) punitive damages; 7) a finding of entitlement to attorneys' fees, the amount of which is to be determined by a court of competent jurisdiction; and 8) such other relief the Panel deemed just and proper.

Respondent RJA requested: 1) dismissal of the Statement of Claim in its entirety; 2) assessment of all forum costs against Claimants; and 3) such other relief the Panel deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

On or about August 29, 2002, the parties filed their stipulation wherein the parties agreed that: 1) Claimants, at no time, will present any claims in the above-referenced arbitration proceeding as to any accounts of Nathan Mayo, D.D.S. with Respondent RJA or Herbert Means; 2) the allegations raised in the above-referenced arbitration proceeding pertain only to the custodial accounts of Clayton Daniel Mayo and Melody Lynn Mayo; and 3) Claimants would not amend the Statement of Claim in the above-referenced arbitration proceeding to include claims pertaining to the accounts of Nathan Mayo, D.D.S.

On or about April 16, 2004, Respondent RJA filed its Motion to Preclude Damages Analysis Prepared by Counsel and Submitted After the 20 Day Exchange. At the evidentiary hearing, Claimants objected to the motion at the evidentiary hearing. The Panel denied the motion.

At the conclusion of the evidentiary hearing, Respondent RJA moved to dismiss to the Statement of Claim. Claimants opposed the motion. The Panel denied the motion.

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, 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:

1. Respondent RJA is liable and shall pay to Nathan Mayo, D.D.S., as custodian for Clayton Daniel Mayo and Melody Lynn Mayo, compensatory damages in the total amount of \$45,000.00, plus interest at the Florida statutory rate from April 21, 2004 until the date the Award is paid in full. The Panel finds Respondent RJA liable for negligence and lack of supervision. The Panel does not find Respondent RJA liable on all other claims.

2. Respondent RJA is liable and shall pay to Nathan Mayo, D.D.S., as custodian for Clayton Daniel Mayo and Melody Lynn Mayo, the sum of \$300.00 that represents reimbursement of the initial claim filing fee previously paid by Claimants to NASD Dispute Resolution.
3. The request for punitive damages by Nathan Mayo, D.D.S., as custodian for Clayton Daniel Mayo and Melody Lynn Mayo, is denied.
4. The request for an award of entitlement to attorneys' fees by Nathan Mayo, D.D.S., as custodian for Clayton Daniel Mayo and Melody Lynn Mayo, is denied.
5. Any and all claims for relief, including any statutory claims under the Florida Securities and Investor Protection Act, not specifically addressed herein are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure (the "Code"), the following fees are assessed:

Filing Fees

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

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|--------------------------|-------------|
| Initial claim filing fee | = \$ 300.00 |
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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 person at the time of the events giving rise to the dispute. Accordingly, Respondent RJA is a member firm and a party.

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|-------------------------|--------------|
| Member surcharge | = \$1,700.00 |
| Pre-hearing process fee | = \$ 750.00 |
| Hearing process fee | = \$2,750.00 |

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

On or about July 7, 2003, the parties filed their joint request to mediate through NASD Dispute Resolution and to adjourn the evidentiary hearing scheduled for August 4 - 7, 2004. Pursuant to Rule 10403 of the Code, NASD Dispute Resolution adjourned the evidentiary hearing and waived the adjournment fee in the amount of \$1,125.00.

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.

There were no injunctive relief fees assessed during these proceedings.

Forum Fees and Assessments

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

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|---|--------------|
| One (1) Pre-hearing session with Panel @ \$1,125.00 per session | = \$1,125.00 |
| Pre-hearing conference: January 27, 2003 1 session | |

| | |
|---|--------------|
| Six (6) Hearing sessions @ \$1,125.00 per session | = \$6,750.00 |
| Hearing Dates: April 19, 2004 2 sessions | |
| April 20, 2004 2 sessions | |
| April 21, 2004 2 sessions | |

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| Total Forum Fees | = \$7,875.00 |
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The Panel has assessed the total forum fees in the amount of \$7,875.00 to Respondent RJA.

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.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimants are jointly and severally liable for:

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|-------------------------------------|-------------|
| <u>Initial Filing Fee</u> | = \$ 300.00 |
| Total Fees | = \$ 300.00 |
| <u>Less payments</u> | = \$ 300.00 |
| Balance Due NASD Dispute Resolution | = \$ 0.00 |

Respondent RJA is solely liable for:

| | |
|-------------------------------------|---------------|
| Member Fees | = \$ 5,200.00 |
| <u>Forum Fees</u> | = \$ 7,875.00 |
| Total Fees | = \$13,075.00 |
| <u>Less payments</u> | = \$ 5,200.00 |
| Balance Due NASD Dispute Resolution | = \$ 7,875.00 |

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

ARBITRATION PANEL

| | | |
|------------------------------------|---|---|
| <i>William S. Glickfield, Esq.</i> | - | <i>Public Arbitrator, Presiding Chairperson</i> |
| <i>Linda M. Pierson</i> | - | <i>Public Arbitrator</i> |
| <i>Alison Hardage</i> | - | <i>Non-Public Arbitrator</i> |

Concurring Arbitrators' Signatures

_____/s/_____
William S. Glickfield, Esq.
Public Arbitrator, Presiding Chairperson

April 27, 2004
Signature Date

_____/s/_____
Linda M. Pierson
Public Arbitrator

April 30, 2004
Signature Date

_____/s/_____
Alison Hardage
Non-Public Arbitrator

April 28, 2004
Signature Date

April 29, 2004
Date of Service (For NASD Dispute Resolution office use only)

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ARBITRATION PANEL

William S. Glickfield, Esq.
 Linda M. Pierson
 Alison Hurdage

Public Arbitrator, Presiding Chairperson
 Public Arbitrator
 Non-Public Arbitrator

Concurring Arbitrators' Signatures



William S. Glickfield, Esq.
 Public Arbitrator, Presiding Chairperson

4-27-2004
 Signature Date

 Linda M. Pierson
 Public Arbitrator

 Signature Date

 Alison Hurdage
 Non-Public Arbitrator

 Signature Date

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

Apr 27 2004 12:09PM NASD

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ARBITRATION PANEL

William S. Glickfield, Esq.

Linda M. Pierson

Alison Hardage

-
-
-

Public Arbitrator, Presiding Chairperson

Public Arbitrator

Non-Public Arbitrator

Concurring Arbitrators' Signatures

William S. Glickfield, Esq.

Public Arbitrator, Presiding Chairperson

Signature Date

Linda M. Pierson

Linda M. Pierson

Public Arbitrator

April 30, 2004

Signature Date

Alison Hardage

Non-Public Arbitrator

Signature Date

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

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Linda M. Pierson
Alison Hardage

Public Arbitrator, Presiding Chairperson
Public Arbitrator
Non-Public Arbitrator

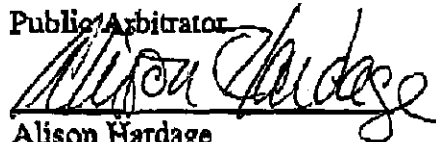
Concurring Arbitrators' Signatures

William S. Glickfield, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Linda M. Pierson
Public Arbitrator

Signature Date


Alison Hardage
Non-Public Arbitrator

4-28-04
Signature Date

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