

**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Name of the Claimant
Barbara A. Teeter

Case Number: 02-05474

Names of the Respondents
Robert L. Myers
Waddell & Reed, Inc.

Hearing Site: Pittsburgh, PA

Nature of the Dispute: Customer vs. Associated Person and Member

REPRESENTATION OF PARTIES

Claimant, Barbara A. Teeter, hereinafter referred to as "Claimant", was represented by Bryan E. Barbin, Esq., Gleason, McQuillan, Barbin & Markovitz, LLP, Johnstown, Pennsylvania.

Respondent, Robert L. Myers ("Myers"), was represented by Jeffrey Jamieson, Esq., Blackwell, Sanders, Peper, Martin, LLP, St. Louis, Missouri.

Respondent, Waddell & Reed, Inc. ("Waddell Reed"), was represented by James A. McGovern, Esq., Marshall, Dennehey, Warner, Coleman & Goggin, P.C., Pittsburgh, Pennsylvania.

CASE INFORMATION

Statement of Claim filed on September 16, 2002.

Claimant signed the Uniform Submission Agreement on September 11, 2002.

Claimant's Response to Respondent Myers' Motion to Dismiss filed on December 3, 2003.

Preliminary Answer, Motion to Dismiss and Affirmative Defenses filed by Respondent Myers on November 11, 2003.

Respondent Myers signed the Uniform Submission Agreement on March 4, 2004.

Statement of Answer filed by Respondent Waddell Reed on October 17, 2003.

Respondent Waddell Reed did not file a Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: negligence, suitability, failure to supervise, and breach of contract. The causes of action relate to the purchase of various mutual funds.

Unless specifically admitted in his Answer, Respondent Myers denied the allegations made in the Statement of Claim and asserted the following defenses among others: failure to state a claim upon which relief may be granted; ratification; statutes of limitation; contributory/comparative negligence; estoppel and/or laches; and, failure to identify any legally recognizable damages to prove "loss causation."

Unless specifically admitted in its Answer, Respondent Waddell Reed denied the allegations made in the Statement of Claim and asserted the following defenses among others: failure to state a claim upon which relief may be granted; ratification; estoppel and/or laches; contributory/comparative negligence; failure to mitigate damages; assumption of the risk; failure to state a claim for punitive damages; and, statutes of limitation.

RELIEF REQUESTED

Claimant requested the following damages:

Compensatory Damages	\$81,637.00
Punitive Damages	amount unspecified
Other Costs	amount unspecified
Attorneys' Fees	amount unspecified
Other Monetary Relief:	amount unspecified

Respondent Myers requested that Claimant's Statement of Claim be dismissed in its entirety.

Respondent Waddell Reed requested that Claimant's Statement of Claim be dismissed in its entirety, that Claimant's requested relief be denied, and that the Arbitration Panel (the "Panel") award Respondent Waddell Reed its costs.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent Waddell Reed did not file with NASD Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to the Code and, having answered the claim, appeared at the hearing, is bound by the determination of the Panel on all issues submitted.

At the hearing on the merits, the parties fully and finally settled all claims by and between them. Therefore, the parties submit this Stipulated Award to the Panel for its consideration and request that it be entered.

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

AWARD

Pursuant to the above, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. The parties have amicably resolved their differences and have requested this Stipulated Award;
2. The Panel recommends the expungement of all reference to the above-captioned arbitration from Respondent Myers' registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Myers must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive;
3. The parties shall bear their respective costs, including attorneys' fees, except as Fees are specifically addressed below; and,
4. Any and all relief not specifically addressed herein, including punitive damages, is denied in its entirety.

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 = \$225.00

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 person at the time of the events giving rise to the dispute. Accordingly, Waddell Reed is a party.

Member surcharge = \$1,100.00

Pre-hearing process fee = \$ 750.00

Hearing process fee = \$1,700.00

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:

One (1) Pre-hearing session with Panel @ \$750.00 = \$ 750.00

Pre-hearing conference: March 29, 2004 1 session

One (1) Hearing sessions @ \$750.00 = \$ 750.00

Hearing Date: November 16, 2004 1 session

Total Forum Fees = \$1,500.00

1. The Panel has assessed \$500.00 of the forum fees to Claimant.
2. The Panel has assessed \$1,000.00 of the forum fees to Respondent Waddell Reed.

Fee Summary

1. Claimant is assessed and shall pay:

Initial Filing Fee	= \$ 225.00
Forum Fees	= \$ 500.00
Total Fees	= \$ 725.00
Less payments	= \$ 975.00
Refund owed Claimant from NASD Dispute Resolution	= \$ 250.00

2. Respondent Waddell Reed is assessed and shall pay:

Member Fees	= \$3,550.00
Forum Fees	= \$1,000.00
Total Fees	= \$4,550.00
Less payments	= \$3,550.00
Balance Due NASD Dispute Resolution	= \$1,000.00

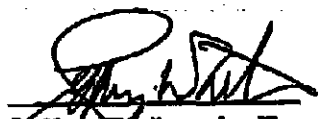
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Jeffrey W. Letwin, Esq.
Stanley Yorsz, Esq.
Brent D. Berkman, CPA

- Public Arbitrator, Presiding Chairperson
- Non-Public/Public Arbitrator, Panelist
- Non-Public Arbitrator, Panelist

Concurring Arbitrators' Signatures



Jeffrey W. Letwin, Esq.
Public Arbitrator, Presiding Chairperson

4/6/05
Date

Stanley Yorsz, Esq.
Public Arbitrator, Panelist

Date

Brent D. Berkman, CPA
Non-Public Arbitrator, Panelist

Date

April 8, 2005

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

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Jeffrey W. Letwin, Esq.
Public Arbitrator, Presiding Chairperson

Date



Stanley Yorsz, Esq.
Public Arbitrator, Panelist

9/11/05

Date

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Non-Public Arbitrator, Panelist

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Date

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