

**AWARD**  
**NASD Dispute Resolution**

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In the Matter of the Arbitration Between

Name of Claimant

Andrew K. Alepra

and

02-05810  
Louisville, Kentucky

Name of Respondents

Edward D. Jones & Co.  
Joe M. Turner

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

**REPRESENTATION OF PARTIES**

Andrew K. Alepra ("Claimant") was represented by Rodney J. Heggy, Esq., Day, Edwards, Propester & Christensen, P.C., Oklahoma City, Oklahoma.

Edward D. Jones & Co. and Joe M. Turner ("Respondents") were represented by Lawrence R. Goldberg, Esq., Goldberg Katz LLC, St. Louis, Missouri.

**CASE INFORMATION**

The Statement of Claim was filed on or about September 27, 2002. The Submission Agreement of Claimant Andrew K. Alepra was signed on or about September 27, 2002.

The Statement of Answer was filed by Respondent Edward D. Jones & Co. and Joe M. Turner on or about November 29, 2002. The Submission Agreement of Respondent Edward D. Jones & Co. was signed on or about October 10, 2002. The Submission Agreement of Joe M. Turner was signed on or about November 26, 2002.

**CASE SUMMARY**

Claimant asserted the following causes of action: employment contract, commercial slander, and defamation of character. Claimant alleged that the Respondents did not honor his employment contract. Claimant specifically stated the following:

Claimant Andrew K. Alepra, age thirty, was employed as a registered representative by Respondent Edward Jones, a member firm, for three years and ten months commencing in 1995 and ending in 1999. Despite his exemplary work history, Mr. Alepra has been forced to endure three years of post-employment slander and harassment by Respondents Edward Jones and Joe Turner. This campaign of harassment has resulted in the destruction of Mr. Alepra's business and is in clear violation of the Rules of Fair Practice.

Respondents denied the allegations set forth in the Statement of Claim. Respondents specifically stated the following:

Edward Jones and Turner deny any all allegations contained in Claimant's Statement of Claim that they, or any other employees of Edward Jones, while employed by Edward Jones, committed any acts of commercial slander, defamation or interference with contract. Edward Jones and Turner further deny that they engaged in any activity in violation of NASD Code of Conduct Rule 2110. Further, Edward Jones and Joe Turner deny that they are liable to Claimant in any amount and state that his Statement of Claim should be dismissed with prejudice.

#### **RELIEF REQUESTED**

Claimant requested an award in the amount of \$348,902.00, plus attorney's fees, interest and costs. Mr. Alepra also seeks an award of punitive damages in an amount to be set by the panel sufficient to reform Edward Jones in the only manner that would be effective, and in an amount sufficient to require notice and disclosure to its officers and owners. Mr. Alepra seeks an order from the panel ordering expungement of the complaint of Ms. Lisak and an order referring Mr. Turner to the NASD for discipline. Mr. Alepra seeks a permanent injunction against Edward Jones and Mr. Turner prohibiting them from ever disparaging Mr. Alepra again.

Respondents requested that the claims asserted against them be denied in its entirety and that they be awarded their costs and attorneys' fees and further relief as this Panel deems just and proper.

#### **OTHER ISSUES CONSIDERED & DECIDED**

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 the NASD Dispute Resolution (the "NASD").

### **AWARD**

After considering the pleadings, the testimony, and the evidence presented at the hearing, if any, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

1. The claims asserted in this matter shall be and are hereby denied.
2. Respondent Edward D. Jones & Co. shall reimburse to the Claimant Andrew K. Alepra, the claim filing fee.
3. That to the extent not specifically awarded or otherwise provided for above, all other claims and requests for relief by any party hereto are denied with prejudice.
4. Other than the Forum Fees noted below, the parties shall each bear all other costs and expenses incurred by them in connection with this proceeding, including but not limited to attorneys fees.

### **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 = \$300.00

#### **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. In this matter, the member firm is Edward D. Jones & Co.

Member surcharge	\$	1,700.00
Pre-hearing process fee	\$	750.00
Hearing process fee	\$	2,750.00
Total Member Fees	\$	<u>5,200.00</u>

### Adjournment Fees

Adjournments requested during these proceedings:

September 30-October 2, 2003 Hearing Dates, adjournment  
by Edward D. Jones & Co. and Joe Turner (waived by the Panel) = \$1,125.00

### 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 arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

2	Pre-hearing sessions with Panel	x	1,125	\$	2,250.00
		2	sessions		
3	Hearing sessions	x	1,125	\$	3,375.00
	January 27, 2004	2	sessions		
	January 28, 2004	1	session		
	Total Forum Fees			\$	5,625.00

The Arbitration Panel has assessed \$5,625.00 of the forum fees to Edward D. Jones & Co.

### Fee Summary

Claimant, Andrew K. Alepra, shall be and hereby is liable for:

<u>Initial Filing Fee</u>	= \$	300.00
Total Fees	= \$	300.00
<u>Less payments</u>	= \$	-2,450.00
Refund due to the Claimant	= \$	2,150.00

Respondent, Edward D. Jones & Co., shall be and hereby is liable for:

Member Fees	= \$	5,200.00
<u>Forum Fees</u>	= \$	5,625.00
Total Fees	= \$	10,825.00
<u>Less payments</u>	= \$	-5,200.00
Balance Due NASD Dispute Resolution	= \$	5,625.00

All balances are due to NASD Dispute Resolution

**ARBITRATION PANEL**

Hugh J. Moore, Jr., Esq. - Public Arbitrator, Presiding Chair  
Fred M. Acuff, Jr., Esq. - Public Arbitrator  
Claude O. Ramer II - Non-Public Arbitrator

**Concurring Arbitrators:**

/s/ Hugh J. Moore, Jr., Esq.  
Hugh J. Moore, Jr., Esq.  
Public Arbitrator, Presiding Chair

2/11/04  
Signature Date

/s/ Fred M. Acuff, Jr., Esq.  
Fred M. Acuff, Jr., Esq.  
Public Arbitrator

2/10/04  
Signature Date

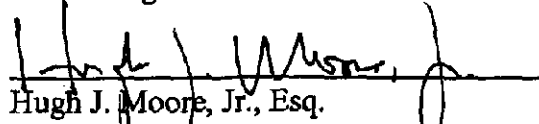
/s/ Claude O. Ramer II  
Claude O. Ramer II  
Non-Public Arbitrator

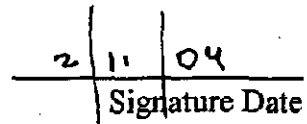
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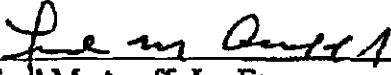
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