

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant

Thomas L. Lloyd

Case Number: 03-00104

Name of the Respondents

Miller Johnson Steichen Kinnard, Inc.

Kevin M. Gray

Hearing Site: Philadelphia, PA

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

REPRESENTATION OF PARTIES

Claimant, Thomas L. Lloyd, hereinafter collectively referred to as "Claimant", was originally represented by Jeffrey S. Goddess, Esq., Rosenthal, Monhait, Gross & Goddess, P.A., Wilmington, Delaware. At the time of the Award, Claimant was represented by F. Chet Taylor, Meikle & Taylor, P.A., Minneapolis, Minnesota.

Respondent, Miller Johnson Steichen Kinnard, Inc., hereinafter referred to as "MJSK", was represented by F. Chet Taylor, Meikle & Taylor, P.A., Minneapolis, Minnesota.

Respondent Kevin M. Gray ("Gray") was not represented.

CASE INFORMATION

Statement of Claim filed on: January 3, 2003.

Claimant signed the Uniform Submission Agreement on: January 3, 2003.

Statement of Answer filed by Respondent MJSK on: March 3, 2003.

Respondent MJSK did not file a signed Uniform Submission Agreement.

Respondent Gray did not file a Statement of Answer.

Respondent Gray did not file a signed Uniform Submission Agreement.

On October 17, 2003, Claimant filed a Stipulation for Dismissal of Respondent MJSK With Prejudice and Substitution of Counsel.

On October 17, 2003, Claimant filed a Motion for Default Judgment Against Respondent Gray.

CASE SUMMARY

Claimant asserted the following causes of action, among others: fraudulent concealment; churning; unauthorized trading; vicarious liability; and, negligence. Claimant's claim involved the purchase and sale of unspecified securities.

Unless specifically admitted in its Answer, Respondent MJSK denied the allegations made in the Statement of Claim, and asked that the claim be denied in all respects.

RELIEF REQUESTED

Claimant in his Statement of Claim requested:

Compensatory Damages	\$ 44,904
Punitive Damages	\$ 5,000
Interest	\$ 7,465
Attorneys' Fees	amount unspecified
Costs	amount unspecified

Respondent MJSK requested that the claim be denied in all respects.

OTHER ISSUES CONSIDERED AND DECIDED

Upon review of the file and the representations made by/on behalf of the Claimant, the undersigned Arbitrator determined that Respondent Gray has 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 Respondent present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

Respondent Gray 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 is bound by the determination of the Arbitrator on all issues submitted.

Claimant withdrew with prejudice his claim against Respondent MJSK on or about October 17, 2003.

On October 17, 2003, Claimant filed a Motion for Default Against Respondent Gray.

AWARD

After considering the pleadings and motions submitted, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's Motion for Default Against Respondent Gray is granted;
2. Respondent Gray is liable to and shall pay to Claimant the sum of forty-thousand dollars (\$40,000) in compensatory damages;
3. Respondent Gray is liable to and shall pay to Claimant the sum of two-thousand dollars (\$2,000) in interest;
4. Respondent Gray is liable to and shall pay to Claimant the sum of four thousand five hundred dollars (\$4,500) in attorneys' fees. The authority to award attorneys' fees is found in the Minnesota Securities Act;

5. Claimant's claims for punitive damages are denied in their entirety;
6. The parties shall bear their respective costs, except as Fees are specifically addressed below; and,
7. Any and all relief not specifically addressed herein 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	= \$ 175
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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 firms that employed the associated person at the time of the events giving rise to the dispute. Accordingly, MJSK is a party.

Member surcharge	= \$ 875
Pre-hearing process fee	= \$ 750
Hearing process fee	= \$ 1,000
Total Member Fees	= \$ 2,625

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(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 a single arbitrator @ \$ 450	= \$ 450
Pre-hearing conference: June 25, 2003 1 session	
Total Forum Fees	= \$ 450

The Arbitrator has assessed \$ 450 of the forum fees to Respondent Gray.

SEE SUMMARY

Claimant, Lloyd, is assessed and shall pay the following fees:

Initial Filing Fee	= \$ 175
Total Fees	= \$ 175
Less payments	= \$ 775
Total amount overpaid by Claimant	= \$ 600
Less refund previously paid	= \$ 150
Total Refund owed to Claimant	= \$ 450

Respondent, MJSK, is assessed and shall pay the following fees:

<u>Member Fees</u>	= \$ 2,625
<u>Total Fees</u>	= \$ 2,625
<u>Less payments</u>	= \$ 3,375
<u>Refund to Respondent MJSK's CRD account</u>	= \$ 750

Respondents, Gray, is assessed and shall pay the following fees::

<u>Forum Fee</u>	= \$ 750
<u>Total Fees</u>	= \$ 750
<u>Less payments</u>	= \$ 00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 750

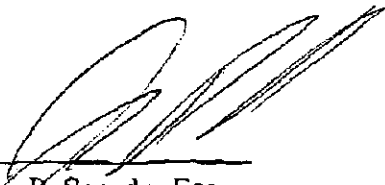
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

John P. Scordo, Esq.

- Public Arbitrator, Sole Arbitrator

Arbitrator's Signature



John P. Scordo, Esq.
Public Arbitrator, Sole Arbitrator

11/11/03

Signature Date

November 14, 2003

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