

**STIPULATED AWARD
NASD Dispute Resolution**

In the Matter of the Arbitration Between

Name of Claimant

RBC Dain Rauscher Inc.

and

03-00600

Phoenix, Arizona

Name of Respondent

Raymond H. Johnson

Nature of the Dispute: Member vs. Associated Person.

REPRESENTATION OF PARTIES

RBC Dain Rauscher, Inc. ("**Claimant**") was represented by Terrence J. Fleming, Esq. and Sandra S. Smalley, Esq., Lindquist & Vennum P.L.L.P., Minneapolis, Minnesota.

Raymond H. Johnson ("**Respondent**") was represented by Rick N. Bryson, Esq., Sanders & Parks, Phoenix, Arizona.

CASE INFORMATION

The Claimant's Statement of Claim was filed on or about January 27, 2003. The Submission Agreement of Claimant was signed on or about December 4, 2002.

The Statement of Answer and Counterclaim of Respondent was filed on or about May 19, 2003. The Submission Agreement of Respondent was signed on or about March 25, 2003.

CASE SUMMARY

Claimant asserted the following cause of action: failure to repay Promissory Note. RBC Dain Rauscher, Inc. initiated this arbitration to collect on a Promissory Note ("Note") executed in connection with a loan by Claimant to Raymond Johnson.

In his Answer, Respondent denied the allegations set forth in the Statement of Claim.

RELIEF REQUESTED

Claimant requested an award as follows:

Actual/Compensatory Damages	\$221,000
Interest	Unspecified
Attorneys' Fees	Unspecified
Other Costs	Unspecified
Other Monetary Relief	Unspecified

Respondent requested that the claims asserted against him be denied in their entirety and that he be awarded his costs and attorney fees. Respondent also requested relief on his Counterclaims: that Claimant be ordered to pay his lost wages and benefits in an amount of not less than \$200,000, damages for harm to reputation, punitive or exemplary damages, treble damages under A.R.S. § 23-355 and/or penalties under M.S.A. § 181.14 (wage claims), prejudgment and post-judgment interest, costs of expenses of this proceeding, and attorneys' fees.

OTHER ISSUES CONSIDERED & DECIDED

The parties advised NASD Dispute Resolution that they entered into an agreement to settle this matter on certain terms and conditions set forth in a confidential settlement agreement.

The parties have agreed that the Stipulated Award in this matter may be executed in counterpart copies. 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 and the stipulation of the parties, but without making any findings of fact or conclusions of law, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination and find as follows:

1. Pursuant to the terms of the parties settlement agreement and stipulation, the Panel recommends the expungement by NASD of the 'Yes' answer to Question 7E2 from the Form U-5 filed by RBC Dain Rauscher Inc. on the Central Registration Depository ("CRD") for Respondent Raymond Johnson (CRD 823711) dated October 9, 2002. The Panel further recommends the expungement of the Form U5 Amendment filed by RBC Dain Rauscher on the Respondents record dated October 22, 2002. These recommendations are based upon the defamatory nature of the information.

The expungement relief is granted based on the defamatory nature of the information in the CRD system, however, there has been no finding that the elements required to satisfy a claim for defamation under governing law have been met.

2. 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.
3. 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, not specifically awarded or otherwise provided for above.

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	= \$1,000.00
Counter 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(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. In this matter, the member firm(s) is RBC Dain Rauscher, Inc.

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

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

1 Pre-hearing session(s) with a single arbitrator	x	\$450.00	\$	450.00
February 26, 2004	1	session		

2 Pre-hearing session(s) with Panel	x	1,125.00	\$	2,250.00
September 23, 2003	1 session			
February 17, 2004	1 session			
Total Forum Fees			\$	<u>2,700.00</u>

The Arbitration Panel has assessed \$1,350.00 of the forum fees to RBC Dain Rauscher Inc.
The Arbitration Panel has assessed \$1,350.00 of the forum fees to Raymond H. Johnson.

Fee Summary

Claimant, RBC Dain Rauscher Inc., shall be and hereby is liable for:

Initial Filing Fee	= \$	1,000.00
Member Fees	= \$	5,200.00
<u>Forum Fees</u>	= \$	<u>1,350.00</u>
Total Fees	= \$	7,550.00
<u>Less payments</u>	= \$	<u>-7,925.00</u>
Balance refunded by NASD Dispute Resolution	= \$	- 375.00

Respondent, Raymond H. Johnson, shall be and hereby is liable for:

Type Filing Fee	= \$	300.00
<u>Forum Fees</u>	= \$	<u>1,350.00</u>
Total Fees	= \$	1,650.00
<u>Less payments</u>	= \$	<u>-1,650.00</u>
Balance Due NASD Dispute Resolution	= \$	0.00

All balances are due to NASD Dispute Resolution

ARBITRATION PANEL

Joel Gildar, Public Arbitrator, Presiding Chair
Merton E. Marks, Public Arbitrator
Justine Rusin-Hurry, Industry Arbitrator

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Concurring Arbitrators:

/s/ Joel Gildar
Joel Gildar
Public Arbitrator, Presiding Chair

April 7, 2005
Signature Date

/s/ Merton E. Marks
Merton E. Marks
Public Arbitrator

April 8, 2005
Signature Date

/s/ Justine Rusin-Hurry
Justine Rusin-Hurry
Non-Public Arbitrator

April 13, 2005
Signature Date

Date of Service (For NASD office use only)

FROM :Law Offices
04/07/2005 13:41 FAX

FAX NO. :4809706707
NASD

Apr. 07 2005 04:52PM P2
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Concurring Arbitrators:



Joel Giddar
Public Arbitrator, Presiding Chair

4/7/05

Signature Date

Merton E. Marks
Public Arbitrator

Signature Date

Justine Rush-Hurry
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

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Stipulated Award Page 5 of 5

Concurring Arbitrators:

Joel Gildar
Public Arbitrator, Presiding Chair



Merton E. Marks
Public Arbitrator

Justine Rusin-Hurry
Non-Public Arbitrator

Signature Date

April 8, 2005

Signature Date

Signature Date

Date of Service (For NASD office use only)

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Concurring Arbitrators:

Joel Gildar
Public Arbitrator, Presiding Chair

Signature Date

Merton E. Marks
Public Arbitrator

Signature Date



Justine Rusin-Hurry
Non-Public Arbitrator

4-13-05
Signature Date

Date of Service (For NASD office use only)