

**STIPULATED AWARD
NASD Dispute Resolution**

In the Matter of the Arbitration Between

Names of Claimants

Charles J. Maly and Joyce E. Maly

and

03-02238
Omaha, Nebraska

Names of Respondents

Piper Jaffray & Co. n/k/a
U.S. Bancorp Piper Jaffray, Inc.
Daniel Robert Lindstrom
Gregory S. Harris

Nature of the Dispute: Customers vs. Member and Associated Persons

REPRESENTATION OF PARTIES

Charles J. Maly and Joyce E. Maly ("Claimants") were represented by Robert Nefksy, Esq., and Brian Kruse, Esq., Rembolt Ludtke & Berger LLP, Lincoln, Nebraska.

U.S. Bancorp Piper Jaffray, Inc., Daniel Robert Lindstrom and Gregory S. Harris ("Respondents") were represented by Jeff Jamieson, Esq., Blackwell Sanders Peper Martin LLP, St. Louis, Missouri.

CASE INFORMATION

The Statement of Claim was filed on or about March 27, 2003. The Submission Agreements of Claimants Charles J. Maly and Joyce E. Maly were signed on or about March 10, 2003.

The Statement of Answer was filed by Respondents U.S. Bancorp Piper Jaffray, Inc., Daniel Robert Lindstrom and Gregory S. Harris on or about May 30, 2003. The Submission Agreement of Respondent U.S. Bancorp Piper Jaffray, Inc. was signed on or about April 23, 2003. The Submission Agreement of Respondent Daniel Robert Lindstrom was signed on or about May 12, 2003.

CASE SUMMARY

Charles J. Maly and Joyce E. Maly ("Claimants") alleged, inter alia, that their U.S. Bancorp Piper Jaffray, Inc. (formerly known as Piper Jaffray Inc.) (hereinafter "Piper Jaffray") accounts were mishandled. The causes of action relate to the order execution of high risk technology stocks, including Diversinet Corp., Quintus Corp., Satyam Infoway Ltd., Viatel, Inc., AT&T Corp., America Online, Panja, Inc., and Vixel Corp.

U.S. Bancorp Piper Jaffray, Inc., Daniel R. Lindstrom and Gregory Harris ("Respondents") denied and continue to deny the allegations of wrongdoing set forth in the Statement of Claim and have asserted a number of affirmative defenses including statutes of limitation, ratification, estoppel, waiver, comparative negligence, contributory negligence, assumption of risk, lack of causation and failure to mitigate damages.

Claimants and Respondents have reached a settlement of this case whereby they have agreed upon this Stipulated Award as part of that settlement which includes expungement of the CRD records of Mr. Lindstrom and Mr. Harris.

RELIEF REQUESTED

Claimants requested an award in the amount of \$280,000.00 in compensatory damages and interest. The Claimants also requested an award in the amount of \$1,000,000.00 in punitive damages, plus costs, attorneys' fees, and other relief.

Respondents requested dismissal of the Statement of Claim in its entirety, an award of their defense costs and other relief.

AWARD

After considering the Stipulation, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. The Statement of Claim and all claims asserted therein are hereby dismissed with prejudice as against all Respondents.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondents Daniel R. Lindstrom's and Gregory S. Harris' 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, Respondents Daniel R. Lindstrom and Gregory S. Harris must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
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 = \$500.00

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 U.S. Bancorp Piper Jaffray Inc.

Member surcharge	\$	2,800.00
Pre-hearing process fee	\$	750.00
Hearing process fee	\$	<u>5,000.00</u>
Total Member Fees	\$	8,550.00

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:

1 Pre-hearing session with Panel	x	1,200.00	\$	1,200.00
November 14, 2003	1	Session		
Total Forum Fees			\$	<u>1,200.00</u>

The Arbitration Panel has assessed \$600.00 of the forum fees to Charles J. Maly and Joyce E. Maly.

The Arbitration Panel has assessed \$600.00 of the forum fees jointly and severally to U.S. Bancorp Piper Jaffray, Inc., Daniel Robert Lindstrom, and Gregory S. Harris.

Fee Summary

Claimants, Charles J. Maly and Joyce E. Maly, are jointly and severally liable for:

Initial Filing Fee	= \$	500.00
Retention of Hearing Session Deposit per Rule 10332(f)	= \$	600.00
<u>Forum Fees</u>	= \$	<u>600.00</u>
Total Fees	= \$	1,700.00
<u>Less payments</u>	= \$	<u>-1,700.00</u>
Balance Due NASD Dispute Resolution	= \$	0.00

Respondent, U.S. Bancorp Piper Jaffray, Inc., is liable for:

<u>Member Fees</u>	= \$	<u>8,500.00</u>
Total Fees	= \$	8,500.00
<u>Less payments</u>	= \$	<u>-0.00</u>
Balance Due NASD Dispute Resolution	= \$	0.00

Respondents, U.S. Bancorp Piper Jaffray, Inc., Daniel Robert Lindstrom, and Gregory S. Harris, are jointly and severally liable for:

<u>Forum Fees</u>	= \$	<u>600.00</u>
Total Fees	= \$	600.00
<u>Less payments</u>	= \$	<u>-600.00</u>
Balance Due NASD Dispute Resolution	= \$	0.00

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

ARBITRATION PANEL

Richard M. Duxbury, Esq. - Public Arbitrator, Presiding Chair
Richard A. Knudsen - Public Arbitrator
John R. Lepley, CFP, J.D. - Non-Public Arbitrator

Concurring Arbitrators:

/s/ Richard M. Duxbury, Esq.

Richard M. Duxbury, Esq.
Public Arbitrator, Presiding Chair

08/30/04

Signature Date

/s/ Richard A. Knudsen

Richard A. Knudsen
Public Arbitrator

08/26/04

Signature Date

/s/ John R. Lepley, CFP, J.D.

John R. Lepley, CFP, J.D.
Non-Public Arbitrator

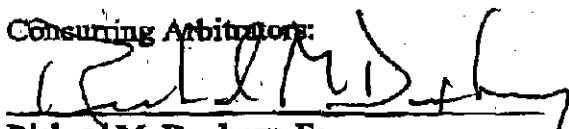
08/26/04

Signature Date

09/01/04

Date of service

Consenting Arbitrators:


Richard M. Duxbury, Esq.
Public Arbitrator, Presiding Chair

Richard A. Kaudsen
Public Arbitrator

John R. Lepley, CFP, J.D.
Non-Public Arbitrator

Date of service

8-30-04

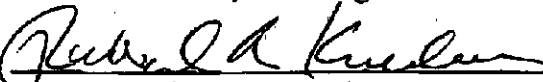
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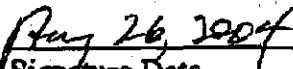
Signature Date

Concurring Arbitrators:

Richard M. Duxbury, Esq.
Public Arbitrator, Presiding Chair


Richard A. Knudsen
Public Arbitrator

Signature Date


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John R. Lepley, CFP, J.D.
Non-Public Arbitrator

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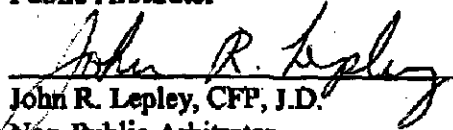
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Richard M. Duxbury, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Richard A. Knudsen
Public Arbitrator

Signature Date


John R. Lepley, CFP, J.D.
Non-Public Arbitrator

9/26/04
Signature Date

Date of service