

AWARD
NASD Dispute Resolution

In the Matter of the Arbitration Between

Name of Claimant

Jackson Boeder

and

Case Number: 03-03466
Hearing Site: Omaha, Nebraska

Names of Respondents

Piper Jaffray & Co. f/k/a U.S. Bancorp Piper Jaffray, Inc;
Wachovia Securities, Inc. f/k/a
Principal Financial Securities, Inc.,
Everen Securities, Inc., and First Union Securities, Inc.;
and Terrel L. Beckwith

NATURE OF DISPUTE

Customer v. Member Firms and Associated Person

REPRESENTATION OF PARTIES

Jackson Boeder ("Claimant") was represented by Rodney K. Vincent, Esq., Vincent Law Offices, Lincoln, Nebraska.

Piper Jaffray & Co. f/k/a Bancorp Piper Jaffray, Inc. ("Piper Jaffray"), and Terrel L. Beckwith ("Beckwith"), were represented by Jeffrey S. Jamieson, Esq., Blackwell Sanders Peper Martin, LLP, St. Louis, Missouri.

Wachovia Securities, Inc., f/k/a [Principal Financial Securities, Inc., Everen Securities, Inc. and First Union Securities, Inc.] hereinafter collectively referred to as ("Wachovia"), and Terrel L. Beckwith ("Beckwith"), were represented by Stephen Young, Esq., and Jodi S. Cohen, Esq., Keesal, Young & Logan, Long Beach, California.

CASE INFORMATION

The Statement of Claim was filed on or about May 12, 2003. The Submission Agreement of Claimant, Jackson Boeder, was signed on or about May 8, 2003. Claimant's Response to Wachovia's and Beckwith's Answer was filed on or about July 24, 2003. Claimant's Response to Wachovia's and Beckwith's Motion to Dismiss was filed on or about July 24, 2003. Claimant's Response to Respondents, Wachovia's and Beckwith's, Renewed

Motion to Dismiss was filed on or about August 4, 2004. Claimant's Response to Piper Jaffray's and Beckwith's Motion to Dismiss was filed on or about August 4, 2004. Claimant's Response to Piper Jaffray's and Beckwith's Renewed Motion to Dismiss was filed on or about April 25, 2005.

The Joint Statement of Answer and Motion to Dismiss was filed by Respondents, Wachovia and Beckwith on or about July 7, 2003. The Submission Agreement of Respondent, First Union, was signed on or about August 25, 2003. The Submission Agreement of Respondent Beckwith was signed on or about September 18, 2003. Respondents, Wachovia's and Beckwith's, Supplemental Brief was filed on or about July 16, 2004. Respondents' Reply Brief to Claimant's Response to Respondent's Renewed Motion to Dismiss was filed on or about August 12, 2004.

The Joint Statement of Answer was filed by Respondents, Piper Jaffray and Beckwith, on or about July 3, 2003. The Submission Agreement of Respondent, Piper Jaffray, was signed on or about September 18, 2003. Respondents, Piper Jaffray, Inc.'s and Beckwith's Reply to Claimant's Response and their Motion to Dismiss was filed on or about August 18, 2004. Respondents, Piper Jaffray's and Beckwith's, Reply Memorandum in Further Support of their Motions to Dismiss was filed on or about May 5, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: violation of the Anti-Fraud Provisions of the Securities Laws of the United States and the State of Nebraska; common law fraud; breach of fiduciary duty; common law negligence; breach of contract; and failure to supervise. The causes of action related to the recommendations and purchase of Sifco Industries, Inc. (SIF), Steel Technologies, Inc. (STTX), and Hawker Pacific Aerospace, Inc. (HPAC) securities. Claimant alleged that Respondents failed to follow his instructions by changing his investment objectives from high-risk securities to lower risk, income-producing securities. Claimant also alleged that Respondents failed to inform Claimant that Respondent Beckwith was prohibited from the purchases of certain securities, which led to huge losses in his account.

Unless specifically admitted in their Answer, Respondents, Wachovia and Beckwith, denied the allegations made in the Statement of Claim and asserted affirmative defenses including the following: Claimant's claims are barred by the applicable statutes of limitations; Claimant's claims are barred by the doctrine of laches; Claimant received monthly statements, confirmation slips, margin calls and other documentation that notified him regarding the transactions and margin in his accounts and spoke regularly with his financial advisor and the branch manager; and Claimant ratified the activity in his accounts and cannot recover damages from Wachovia.

Unless specifically admitted in their Answer, Respondents, Piper Jaffray and Beckwith, denied the allegations made in the Statement of Claim and asserted affirmative defenses

including the following: the Statement of Claim and each count thereof failed to state a claim against Respondents upon which relief can be granted; some, if not all, Claimant's claims are barred by the applicable statutes of limitations; Claimant authorized the alleged conduct of Respondents about which Claimant complains; and the damages allegedly suffered by Claimant were caused, if at all, by unforeseeable market factors and conditions affecting the value of securities in Claimant's accounts for which Respondents are not liable or responsible.

RELIEF REQUESTED

Claimant requested an award in the amount of \$2,500,000.00 in compensatory damages, plus punitive damages, interest, their costs and attorneys' fees, and such other relief the Arbitrators shall deem just and equitable.

Respondents, Wachovia and Beckwith, requested that the claims asserted against them be denied in their entirety.

Respondents, Piper Jaffray and Beckwith, requested that the claims asserted against them be denied in their entirety, and that they be awarded their costs and expenses incurred in defending this matter and for such further relief as the Arbitration Panel deems appropriate.

OTHER ISSUES CONSIDERED & DECIDED

On or about September 3, 2004, the Panel entered an order denying Respondents, Piper Jaffray's, Wachovia's, and Beckwith's Motions to Dismiss.

After the hearing, the panel allowed the parties to submit post-hearing briefs. After final consideration, the panel determined that the claims are barred against the Respondents by the Statutes of Limitations and therefore, Respondents' Renewed Motions to Dismiss are granted.

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 NASD Dispute Resolution ("NASD").

AWARD

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

- 1.) Claimant's claims, each and all, against Respondents, Piper Jaffray & Co., Wachovia Securities, Inc., and Terrel L. Beckwith, are dismissed with prejudice;
- 2.) That other than Forum Fees which are specified below, the parties shall each bear their own costs and expenses incurred in this matter; and
- 3.) That any relief not specifically enumerated, including punitive damages and attorney fees, is hereby denied with prejudice.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain 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 firms that employed the associated person at the time of the events giving rise to the dispute. In this matter, the member firms are Piper Jaffray & Co. and Wachovia Securities, Inc.

Member surcharge = \$ 2,800.00
Pre-hearing process fee = \$ 750.00
Hearing process fee = \$ 5,000.00

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:

One (1) Pre-hearing session with Panel x \$1,200.00 = \$ 1,200.00
Pre-hearing conference: November 14, 2003 1 session

Seventeen (17) Hearing sessions x \$1,200.00 = \$20,400.00

Hearing Dates: July 19, 2004 2 sessions
July 20, 2004 2 sessions
July 21, 2004 3 sessions
July 22, 2004 2 sessions

July 23, 2004	2 sessions
April 6, 2005	2 sessions
April 7, 2005	2 sessions
April 8, 2005	2 sessions

Total Forum Fees = \$21,600.00

The Arbitration Panel has assessed \$10,800.00 of the forum fees to Jackson Boeder.

The Arbitration Panel has assessed \$5,400.00 of the forum fees to Piper Jaffray & Co.

The Arbitration Panel has assessed \$5,400.00 of the forum fees jointly and severally to Wachovia Securities, Inc. and Terrel L. Beckwith.

Fee Summary

Claimant, Jackson Boeder, is liable for:

Initial Filing Fee	= \$ 500.00
Forum Fees	= \$10,800.00
Total Fees	= \$11,300.00
Less payments	= \$ 1,700.00
Balance Due NASD Dispute Resolution	= \$ 9,600.00

Respondent, Piper Jaffray & Co., is liable for:

Member Fees	= \$ 8,550.00
Forum Fees	= \$ 5,400.00
Total Fees	= \$ 13,900.00
Less payments	= \$ 8,550.00
Balance Due NASD Dispute Resolution	= \$ 5,400.00

Respondent, Wachovia Securities, Inc., is liable for:

Member Fees	= \$ 8,550.00
Total Fees	= \$ 8,500.00
Less payments	= \$ 8,500.00
Balance Due NASD Dispute Resolution	= \$ 000.00

Respondents, Wachovia Securities, Inc. and Terrel L. Beckwith, are jointly and severally liable for:

Forum Fees	= \$ 5,400.00
Total Fees	= \$ 5,400.00
Less payments	= \$ 000.00
Balance Due NASD Dispute Resolution	= \$ 5,400.00

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

ARBITRATION PANEL

Richard A. Knudsen - Public Arbitrator, Presiding Chair
Richard M. Duxbury, Esq. - Public Arbitrator
Alan B. Fender - Non-Public Arbitrator

Concurring Arbitrators:

/s/ Richard A. Knudsen
Richard A. Knudsen
Public Arbitrator, Presiding Chair

05/20/05
Signature Date

/s/ Richard M. Duxbury, Esq.
Richard M. Duxbury, Esq.
Public Arbitrator

05/20/05
Signature Date

/s/ Alan B. Fender
Alan B. Fender
Non-Public Arbitrator


05/19/05
Signature Date

05/24/05
Date of Service (For NASD office use only)

ARBITRATION PANEL

Richard A. Knudsen - Public Arbitrator, Presiding Chair
Richard M. Duxbury, Esq. - Public Arbitrator
Alan B. Fender - Non-Public Arbitrator

Concurring Arbitrators:


Richard A. Knudsen
Public Arbitrator, Presiding Chair

May 22, 2005
Signature Date

Richard M. Duxbury, Esq.
Public Arbitrator

Signature Date

Alan B. Fender
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

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Alan B. Fender - Non-Public Arbitrator

Concurring Arbitrators:

Richard A. Knudsen
Public Arbitrator, Presiding Chair


Richard M. Duxbury, Esq.
Public Arbitrator

Signature Date

5-20-05
Signature Date

Alan B. Fender
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

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Concurring Arbitrators:

Richard A. Knudsen
Public Arbitrator, Presiding Chair

Signature Date

Richard M. Duxbury, Esq.
Public Arbitrator

Signature Date



Alan B. Fender
Non-Public Arbitrator

05-19-05

Signature Date

Date of Service (For NASD office use only)