
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant

Irving W. Cott Credit Shelter TR 6/4/91

Case Number: 03-03879

Names of the Respondents

Lincoln Financial Advisors, Corp.

Juliana E. Carew

Hearing Site: Boca Raton, FL

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

REPRESENTATION OF PARTIES

For Irving W. Cott Credit Shelter TR 6/4/91 ("Cott"), hereinafter referred to as "Claimant":
Howard S. Dargan, Esq., Hamilton, Lehrer & Dargan, P.A., Boca Raton, Florida.

For Respondent Lincoln Financial Advisors, Corp. ("Lincoln"): Marc J. Gottlieb, Esq.,
Akerman, Senterfitt & Eidson, P.A., Fort Lauderdale, Florida.

For Respondent Juliana E. Carew ("Carew"): Lloyd R. Schwed, Esq., Kubicki Draper, P.A.,
West Palm Beach, Florida.

Respondents Lincoln and Carew shall hereinafter be collectively referred to as "Respondents".

CASE INFORMATION

Statement of Claim filed on or about: May 28, 2003.

Claimant signed the Uniform Submission Agreement: June 14, 2003.

Respondent Carew's Answer and Motion to Dismiss the Statement of Claim filed on or about:
August 12, 2003.

Statement of Answer filed by Respondent Lincoln on or about: August 26, 2003.

Respondent Lincoln signed the Uniform Submission Agreement: September 5, 2003.

Respondent Carew did not file an executed Uniform Submission Agreement.

CASE SUMMARY

Claimant filed a Statement of Claim against Respondents which asserted that Respondents purchased shares of stock in various SEI mutual funds that were not suitable for Claimant's investment objectives.

Unless specifically admitted in their Answers, Respondents denied the allegations made in the Statement of Claim and asserted various affirmative defenses. Further, Respondents alleged Claimant was an experienced, intelligent investor who was well-aware of the risks associated with the proposed financial plan and was properly and fully apprised of the features and risks of the financial plan. Respondents also alleged that market forces were the sole cause of Claimant's

losses.

RELIEF REQUESTED

Claimant requested compensatory damages of \$125,000.00, loss damages in lost potential interest and income of \$85,000.00, punitive damages of \$290,000.00, pre-judgment interest, costs, reimbursement of claim filing fee, attorneys' fees, and such other relief that the Arbitrator may award.

Respondents Carew and Lincoln requested dismissal of the Statement of Claim in its entirety, attorney's fees, and costs.

OTHER ISSUES CONSIDERED AND DECIDED

On or about November 10, 2003, Claimant dismissed, with prejudice, all of its claims against Respondents.

On or about January 15, 2004, the parties filed with NASD Dispute Resolution a proposed Stipulated Award which requested that the undersigned arbitrator (the "Arbitrator") enter an award recommending the expungement of all references to this arbitration from the NASD Central Registration Depository ("CRD") records of Respondent Carew.

Respondent Carew did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code"), and is bound by the determination of the Panel on all issues submitted.

The parties agreed that the Arbitrator solely may execute this Stipulated Award.

AWARD

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

The Arbitrator accepts Claimant's withdrawal of the claims, and Respondents are dismissed from this matter, with prejudice.

The Arbitrator recommends the expungement of all references to the above captioned arbitration from the public, non-public and archive registration records maintained by the NASD CRD of Respondent Carew (CRD number 2353294) including, but not limited to all forms U-4 and U-5, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Carew must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

The parties have agreed that they will bear their own costs and expenses and divide all forum fees equally between them.

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(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Respondent Lincoln is a member firm and a party.

Member surcharge = \$1,700.00

Pre-hearing process fee = \$ 750.00

Total Member Fees = \$2,450.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No requests for adjournments were granted during these proceedings for which fees were assessed.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the panel.

No injunctive relief fees were assessed during these proceedings.

Forum Fees and Assessments

The Panel assesses 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.

No hearing sessions were conducted in this matter and, thus, no forum fees assessed.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred during this proceeding.

Fee Summary

Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 300.00
<u>Total Fees</u>	= \$ 300.00
<u>Less payments</u>	= \$ 300.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Lincoln is solely liable for:

<u>Member Fees</u>	= \$2,450.00
<u>Total Fees</u>	= \$2,450.00
<u>Less payments</u>	= \$2,450.00
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.

ARBITRATOR

Robert Czik

- Public Arbitrator, Presiding Chairperson

Arbitrator's Signature

/s/
Robert Czik
Public Arbitrator, Presiding Chairperson

Signature Date

March 19, 2004
Date of Service (For NASD Dispute Resolution office use only)

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Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 300.00
<u>Total Fees</u>	= \$ 300.00
<u>Less payments</u>	= \$ 300.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondent Lincoln is solely liable for:

<u>Member Fees</u>	= \$2,450.00
<u>Total Fees</u>	= \$2,450.00
<u>Less payments</u>	= \$2,450.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

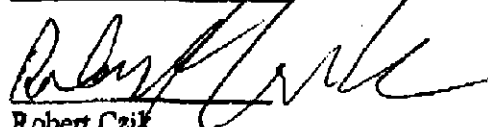
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ARBITRATOR

Robert Czik

Public Arbitrator, Presiding Chairperson

Arbitrator's Signature



Robert Czik
Public Arbitrator, Presiding Chairperson

3/18/04
Signature Date

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