

NASD DISPUTE RESOLUTION AWARD
NASD DISPUTE RESOLUTION

CASE: 03-03927

Richard L. Barner Trust, Claimant v. TD Waterhouse Investor Services, Inc., Respondent.

ATTORNEYS:

Claimant, Richard L. Barner Trust, ("Claimant"), appeared pro se through its Trustee, Richard L. Barner, Hunt, TX.

Respondent, TD Waterhouse Investor Services, Inc., ("Respondent"), appeared through their in-house counsel, Janis Campanella, Esq., Boca Raton, FL.

NATURE OF DISPUTE: Customer v. Member

DATE FILED: May 30, 2003

CASE SUMMARY: Claimant alleged that Respondent failed to collect on his partially called Cusip bond, and failed to pay accrued interest to his account. Claimant maintained that due to Respondent's action, his trust account suffered financial losses.

ARBITRATOR'S REPORT: Please find attached Award of Arbitrator, dated January 12, 2004.

Claim Data

Claim: \$24,123.60

Interest: \$.00

Filing Fees: \$425.00

Other: \$.00

Award Data

Award: \$1,881.44

Interest: 5% per annum from the 31st day after the date of this award until paid in full

Filing Fees: \$.00

Other: \$.00

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) Respondent is liable and shall pay to the Claimant \$1,881.44. 2) The Arbitrator has ordered that if the award is not paid within the 30 day time frame, Respondent shall pay to the Claimant post-award interest on the above sum at the rate of 5% per annum from day 31 after the date of this award until paid in full. 3) All other relief requests are denied. 4) NASD Dispute Resolution shall retain the \$425.00 filing fee that the Claimant deposited previously.

OTHER FEES: Pursuant to Rule 10333 of the Code, Respondent has paid to NASD Dispute Resolution the \$425.00 Member Surcharge previously invoiced.

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Jerry Hoover, Esq.

Sole Public Arbitrator


AFFIRMATION

I, Jerry Hoover, Esq., do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.


Jerry Hoover, Esq.

3/24/04
Signature Date

Sworn to and subscribed before me on this 24th day of March, 2004,
by Jerry Hoover, Esq.


Sherril L. Copeland
Notary

March 31, 2004
Date of Service (For NASD-DR office use only)



**NATIONAL ASSOCIATION OF
SECURITIES DEALERS REGULATION, INC.**

NASD Case No.: 03-03927

IN THE MATTER OF THE ARBITRATION BETWEEN:

**RICHARD L. BARNER, TRUSTEE
RICHARD L. BARNER TRUST
U/A/D 9/16/91,**

CLAIMANT,

And

**TD WATERHOUSE INVESTOR
SERVICES, INC.,**

RESPONDENT.

NASD ARBITRATOR:

W. JERRY HOOVER

HOUSTON, TEXAS

AWARD OF ARBITRATOR

I, THE UNDERSIGNED ARBITRATOR in this matter, having been designated in accordance with the uniform submission agreements signed by the parties and dated May 20, 2003 and September 18, 2003, and having been duly sworn and after due consideration and deliberation of all the evidence tendered by submission, hereby find and AWARD as follows:

Claimant, Richard L. Barner, as Trustee of the Richard L. Barner Trust (Barner) held various positions in a trust account with Respondent, TD Waterhouse Investor Services, Inc. (Waterhouse), including certain zero coupon bonds. On or about September, 2002 Waterhouse received instructions to transfer Barner's account to another broker-dealer. The transfer was completed on September 6, 2002.

Barner thereafter timely notified Waterhouse that 50 of the 75 units of the zero coupon bonds had, as of January 1, 2002, been subject to partial call, representing total redemption proceeds of \$330,274.30. The Arbitrator finds that based on the evidence submitted, the subject bonds had indeed been subject to partial call and Barner is therefore entitled to interest credit on the redemption proceeds during the period January 1, 2002 through September 6, 2002.

The arbitrator finds that the fair and reasonable interest credit should be based on the Jumbo CD rates as posted by the Bank of Texas, Houston, Texas on January 1, 2002 if invested for 248 days.

Accordingly, the Arbitrator hereby Awards as follows:

	DESCRIPTION	AMOUNT
1.	Interest on \$330,274.30 from 1/1/02 - 9/6/02 at 1.75% (Jumbo CD rate posted by Bank of Texas, Houston, Texas on January 1, 2002 if invested for 248 days)	\$3,927.10
2.	Less a credit of \$2,045.66 representing Waterhouse's internal interest credit calculated and previously paid to Barner	\$2,045.66
3.	Net Award to Claimant, Barner	\$1,881.44

Therefore, Respondent Waterhouse shall pay to Claimant, Barner, the total sum of ONE THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS AND 44/100 (\$1,881.44).

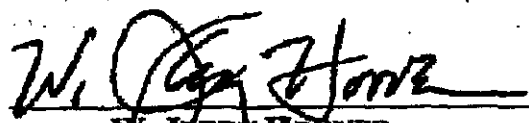
The above sums are to be paid to Claimant on or before 30 days from the date of this AWARD. If not paid during this time frame, Respondent shall pay post-AWARD interest on the above sums at the rate of five percent (5%) per annum, commencing on the 31st day after the date of this AWARD until paid in full.

The administrative fees and expenses of the NASD and the compensation and expenses of the Arbitrator shall be paid and borne as incurred by the parties.

This AWARD is in full and final settlement of all claims that have been brought or may have been brought by any of the parties against any of the other parties with respect to the subject matter making the basis of the claims in this arbitration and all claims, counterclaims or other relief not expressly granted herein are hereby DENIED. This Award is intended to dispose of all claims, counterclaims and parties.

This AWARD may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

SIGNED this 12th day of January, 2004.


W. JERRY HOOVER
ARBITRATOR