
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants
Eugene and Jeanette Craig

Case Number: 04-00974

Name of the Respondent
A.G. Edwards & Sons, Inc.

Hearing Site: Atlanta, Georgia

Nature of the Dispute: Customer vs. Member.

REPRESENTATION OF PARTIES

For Eugene and Jeanette Craig, hereinafter referred to as "Claimants": J. Michael Bishop, Esq., Gard Smiley Bishop & Dovin, LLP, Atlanta, Georgia.

For A.G. Edwards & Sons, Inc., hereinafter referred to as "Respondent": Nuviah Shirazi, Litigation Counsel, A.G. Edwards & Sons, Inc., St. Louis, Missouri.

CASE INFORMATION

Statement of Claim filed on or about: February 17, 2004.

Claimants signed the Uniform Submission Agreement: February 4, 2004.

Statement of Answer filed by Respondent on or about: April 12, 2004.

Respondent signed the Uniform Submission Agreement: April 12, 2004

CASE SUMMARY

Claimants asserted the following causes of action: breach of fiduciary duty; negligence; violation of NASD Rules; breach of contract; and, negligent misrepresentation. The causes of action relate to the purchase of Golden American Life Insurance Company variable annuities in Claimants' accounts.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted various defenses.

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$81,166.19, rescission, punitive damages, costs, expenses and disbursements including attorney's fees pursuant to O.C.G.A. Section 13-6-11, pre and post-award interest and for such other relief deemed just and proper.

Respondent requested that all claims be dismissed with prejudice, that Respondent be awarded all costs incurred in connection with this matter including attorney's fees and for such other relief deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

The parties have agreed that the Award in this matter may be executed in counterpart copies.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

The Panel finds for Respondent.

Claimants' claims are denied in their entirety.

Any and all claims for relief not specifically addressed herein, including Claimants' request for punitive damages and the parties' respective requests for attorneys' fees are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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	= \$ 225.00
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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 event giving rise to the dispute. In this matter, the member firm A.G. Edwards, Inc. is a party.

Member surcharge	= \$1,100.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$1,700.00

Adjournment Fees

Adjournment granted during these proceedings for which fees were assessed:

March 22, 2005 adjournment requested by Respondent	= \$ 750.00
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The Panel waived the adjournment fee.

Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

March 22, 2005 adjournment request received on March 21, 2005	= \$ 300.00
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The Panel waived the three-day cancellation fee.

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 incurred in this matter.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with the Panel @ \$750.00	= \$ 750.00
Pre-hearing conference: June 22, 2004 1 session	
Five (5) Hearing sessions @ \$750.00	= \$ 3,750.00
Hearing Dates: March 23, 2005 2 sessions	
March 24, 2005 3 sessions	
<hr/> Total Forum Fees	<hr/> = \$ 4,500.00

The Panel has assessed \$4,500.00 of the forum fees to Respondent.

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 in this matter.

Fee Summary

Claimants are jointly and severally liable for:

<u>Initial Filing Fee</u>	= \$ 225.00
Total Fees	= \$ 225.00
<u>Less payments</u>	= \$ 225.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent is solely liable for:

Member Fees	= \$ 3,550.00
<u>Forum Fees</u>	= \$ 4,500.00
Total Fees	= \$ 8,050.00
<u>Less payments</u>	= \$ 3,550.00
Balance Due NASD Dispute Resolution	= \$ 4,500.00

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

ARBITRATION PANEL

Jay D. Lukowski, Esq.	-	Public Arbitrator, Presiding Chairperson
James G. Killough, Esq.	-	Public Arbitrator
Barbara Marie Bantivoglio	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

/s/	3/29/05
<hr/> Jay D. Lukowski, Esq. Public Arbitrator, Presiding Chairperson	<hr/> Signature Date

/s/	3/29/05
<hr/> James G. Killough, Esq. Public Arbitrator	<hr/> Signature Date

/s/	3/31/05
<hr/> Barbara Marie Bantivoglio Non-Public Arbitrator	<hr/> Signature Date

03/31/2005


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

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Public Arbitrator, Presiding Chairperson

3/29/05

Signature Date

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Public Arbitrator

Signature Date

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