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**Stipulated Award**  
**NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Name of the Claimant  
Diana B. Jones

Case Number: 04-01567

Names of the Respondents  
American Express Financial Advisors, Inc.  
Peggy H. Langdon

Hearing Site: Orlando, Florida

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

**REPRESENTATION OF PARTIES**

For Diana B. Jones, hereinafter referred to as "Claimant": Brenda M. Combs, Esq., Williams Schifino Mangione & Steady, P.A., Tampa, FL.

For American Express Financial Advisors, Inc. ("AMEX") and Peggy H. Langdon ("Langdon"), hereinafter referred to as "Respondents": Niels P. Murphy, Esq., Murphy & Anderson, P.A., Jacksonville, FL.

**CASE INFORMATION**

Statement of Claim filed on or about: March 8, 2004.

Claimant signed the Uniform Submission Agreement: November 20, 2003.

Statement of Answer filed by Respondents on or about: April 28, 2004.

Respondent Amex signed the Uniform Submission Agreement: March 25, 2004.

Respondent Langdon signed the Uniform Submission Agreement: March 24, 2004.

**CASE SUMMARY**

Claimant asserted the following causes of action: violation of Florida Statutes Chapter 517; negligence; negligent supervision; and, breach of fiduciary duty. The causes of action relate to the purchase of Aim Blue Chip Class A, Aim Global Utility Class A, Calvert Income Fund Class A, First American International Class A, Putnam OTC Emerging Growth Class A, Putnam Voyager Class A, Oppenheimer Quest Balanced Value Class A, and AXP Equity Select Class A in Claimant's accounts.

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

**RELIEF REQUESTED**

Claimant requested compensatory damages of approximately \$226,916.91, costs, a finding that Claimant was the prevailing party under Chapter 517, Florida Statutes and is entitled to seek an award of attorneys' fees from a court of competent jurisdiction, and such other and further relief as the

undersigned arbitrators (the "Panel") deemed just and proper.

Respondents requested dismissal of the Statement of Claim, attorneys' fees, costs, and expenses.

### **OTHER ISSUES CONSIDERED AND DECIDED**

On or about November 7, 2005, Claimant notified NASD Dispute Resolution that the parties had settled this matter.

On or about December 20, 2005, the parties submitted a proposed Stipulated Award and requested the entry of an award directing the expungement of Claimant's claim from Respondent Langdon's NASD Central Registration Depository ("CRD") record.

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

### **AWARD**

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

- (1) Claimant's withdrawal of her claims against Respondents, with prejudice, is accepted and Respondents AMEX and Langdon are dismissed, with prejudice, from this matter.
- (2) The Panel recommends the expungement of all references to the above-captioned arbitration from Respondent Langdon's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Langdon must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

### **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	= \$ 300.00
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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(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Respondent AMEX is a party and a member firm.

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$2,750.00</u>
Total Member Fees	= \$5,200.00

**Adjournment Fees**

Adjournments granted during these proceedings for which fees were assessed:

January 11-14, 2005, adjournment by Respondents = \$1,125.00

March 8-11, 2005, adjournment by Claimant. The Panel waived assessment of 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:

\$150.00 to Claimant; and,

\$150.00 to Respondents, jointly and severally.

**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.

There were no injunctive relief fees assessed during these proceedings.

**Forum Fees and Assessments**

The Panel has assessed 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. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator @ \$450.00/session = \$ 450.00  
Pre-hearing conference: February 14, 2005 1 session

One (1) Pre-hearing session with the Panel @ \$1,125.00/session = \$1,125.00  
Pre-hearing conference: August 4, 2004 1 session

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Total Forum Fees = \$1,575.00

The Panel has assessed \$787.50 of the forum fees to Claimant.

The Panel has assessed \$787.50 of the forum fees jointly and severally to Respondents.

**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 not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

There were no administrative costs incurred during these proceedings.

**Fee Summary**

Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
Retained Hearing Session Deposit pursuant to Rule 10332(f) of the Code	= \$ 337.50
Three-day Cancellation Fees	= \$ 150.00
<u>Forum Fees</u>	<u>= \$ 787.50</u>
Total Fees	= \$1,575.00
<u>Less payments</u>	<u>= \$1,575.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Amex is solely liable for:

<u>Member Fees</u>	<u>= \$5,200.00</u>
Total Fees	= \$5,200.00
<u>Less payments</u>	<u>= \$5,200.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

Adjournment Fee	= \$1,125.00
Three-day Cancellation Fees	= \$ 150.00
<u>Forum Fees</u>	<u>= \$ 787.50</u>
Total Fees	= \$2,062.50
<u>Less payments</u>	<u>= \$2,062.50</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**

Kitty G. Grubb, Esq.	-	Public Arbitrator, Presiding Chairperson
Paul E. Flora, Esq.	-	Public Arbitrator
Larry G. Kjosa, PhD	-	Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

\_\_\_\_\_  
/s/  
Kitty G. Grubb, Esq.  
Public Arbitrator, Presiding Chairperson

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
/s/  
Paul E. Flora, Esq.  
Public Arbitrator

\_\_\_\_\_  
Signature Date

/s/

Larry G. Kjosa, PhD  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

February 13, 2006

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

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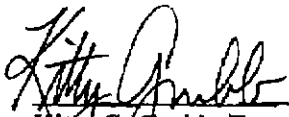
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\_\_\_\_\_  
Kitty G. Grubb, Esq.  
Public Arbitrator, Presiding Chairperson

07/09/06  
Signature Date

\_\_\_\_\_  
Paul E. Flora, Esq.  
Public Arbitrator

\_\_\_\_\_  
Signature Date

NASD Dispute Resolution  
 Arbitration No. 04-01567  
Stipulated Award Page 4

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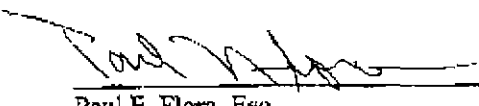
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 Signature Date

  
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 Paul E. Flora, Esq.  
 Public Arbitrator

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 Signature Date

NASD Dispute Resolution  
Arbitration No. 04-01567  
Stipulated Award Page 5

  
Larry G. Kjos, PhD  
Non-Public Arbitrator

2-8-06  
Signature Date

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