
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Wanda B. Roper

Case Number: 04-01739

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

Hearing Site: Orlando, Florida

Nature of the Dispute: Customer vs. Member.

REPRESENTATION OF PARTIES

For Wanda B. Roper, hereinafter referred to as "Claimant": Raymond G. Prince, Esq., Prince & Hellinger, P.C., Nashville, Tennessee.

For A.G. Edwards & Sons, Inc., hereinafter referred to as "Respondent": Jeffrey W. Coverdell, Esq., Litigation Counsel, A.G. Edwards & Sons, Inc., St. Louis, Missouri.

CASE INFORMATION

Statement of Claim filed on or about: March 12, 2004.
Claimant signed the Uniform Submission Agreement: November 6, 2004.
Statement of Answer filed by Respondent on or about: June 3, 2004.
Respondent signed the Uniform Submission Agreement: April 23, 2004.
Motion to Dismiss filed by Respondent on or about: April 21, 2005.
Response to Motion to Dismiss filed by Claimant on or about: May 3, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: breach of contract; negligence; and, conversion. The causes of action relate to the allegedly unauthorized transfer of assets from Claimant's account into Claimant's mother's account.

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

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$100,218.12.

Respondent requested that the Statement of Claim be dismissed, that Claimant be ordered to pay Respondent's costs, expenses and fees expended in defending this matter, and that the Panel award Respondent such further relief as deemed appropriate.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent filed a motion to dismiss in which Respondent asserted that Claimant's causes of action are unsupported in law and fact. In her response, Claimant asserted, among other things, that because Respondent took control of funds which were not its own, it is liable for the relief prayed for in the Statement of Claim and, therefore, the motion must be denied. On or about May 13, 2005, the Panel issued an Order granting Respondent's motion to dismiss.

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings and the entire record in this matter, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

Claimant's claims are dismissed, with prejudice, in their entirety.

Any and all claims for relief not specifically addressed herein, including Respondent's request for Claimant to pay its costs, expenses and 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	= \$ 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 is a member firm and a party.

Member Surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,750.00
Total Member Fees	= \$5,200.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No adjournments were requested in this matter.

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.

No three-day cancellation fees were assessed in this matter.

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.

Injunctive relief fees were not assessed 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 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 the Panel @ \$1,125.00/session	= \$1,125.00
Pre-hearing conference: October 28, 2004 1 session	
<hr/> Total Forum Fees	<hr/> = \$1,125.00

The Panel has assessed forum fees of \$562.50 to Claimant.
The Panel has assessed forum fees of \$562.50 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.

There were no administrative costs incurred in this matter.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	<u>= \$ 562.50</u>
Total Fees	= \$ 862.50
<u>Less Payments</u>	<u>= \$ 862.50</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent is solely liable for:

Member Fees	= \$5,200.00
<u>Forum Fees</u>	<u>= \$ 562.50</u>
Total Fees	= \$5,762.50
<u>Less Payments</u>	<u>= \$5,200.00</u>
Balance Due NASD Dispute Resolution	= \$ 562.50

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

ARBITRATION PANEL

Jacob I. Levine	-	Public Arbitrator, Presiding Chairperson
John M. Tapley	-	Public Arbitrator
Terry William Covert, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

/s/
Jacob I. Levine
Public Arbitrator, Presiding Chairperson

May 13, 2005
Signature Date

/s/
John M. Tapley
Public Arbitrator

May 15, 2005
Signature Date

/s/
Terry William Covert, Esq.
Non-Public Arbitrator

May 16, 2005
Signature Date

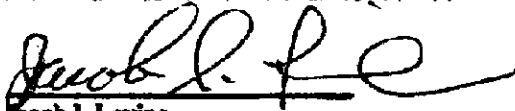
May 16, 2005
Date of Service (For NASD Dispute Resolution office use only)

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John M. Tapley	-	Public Arbitrator
Terry William Covert, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Jacob I. Levine
Public Arbitrator, Presiding Chairperson

Signature Date

John M. Tapley
Public Arbitrator

Signature Date

Terry William Covert, Esq.
Non-Public Arbitrator

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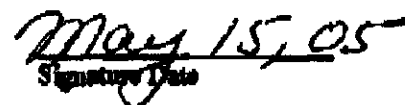
Public Arbitrator, Presiding Chairperson
Public Arbitrator
Non-Public Arbitrator

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Public Arbitrator, Presiding Chairperson

Signature Date


John M. Tapley
Public Arbitrator


Signature Date

Terry William Covert, Esq.
Non-Public Arbitrator

Signature Date

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MAY. 13. 2005 5:45PM

NASD REGULATIONS

NO. 453

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John M. Tapley
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Public Arbitrator, Presiding Chairperson
Public Arbitrator
Non-Public Arbitrator

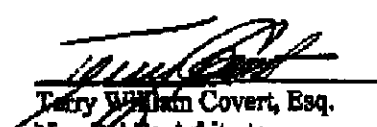
Concurring Arbitrators' Signatures

Jacob I. Levine
Public Arbitrator, Presiding Chairperson

Signature Date

John M. Tapley
Public Arbitrator

Signature Date



Terry William Covert, Esq.
Non-Public Arbitrator

05/16/2005
Signature Date

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