

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Dorothy S. Parzynski (Claimant) v. Putnam Investments; Putnam Retail Management Limited Partnership; McDonald Investments, Inc; and Douglas Patrick Sanker (Respondents)

Case Number: 04-01848

Hearing Site: Cleveland, Ohio

Nature of the Dispute: Customer v. Members, Associated Person, and Non-Member

REPRESENTATION OF PARTIES

Claimant Dorothy S. Parzynski hereinafter referred to as "Claimant": Earle R. Frost, Jr., Esq., Frost & Danchak, LLP, Columbus, OH.

Respondent Putnam Investments ("Putnam") Michael R. Weissmann, Esq., Bingham McCutchen LLP, Boston, MA

Respondent Putnam Retail Management Limited Partnership ("Putnam Retail"): Michael R. Weissmann, Esq., Bingham McCutchen LLP, Boston, MA

Respondents McDonald Investments, Inc. ("McDonald") and Douglas Patrick Sanker ("Sanker") hereinafter collectively referred to as ("Respondents"): Steven R. Malynn, Esq., Giffen & Kaminski, LLC, Cleveland, OH. Previously represented by Karen L. Giffen, Esq., Giffen & Kaminski, LLC, Cleveland, OH.

CASE INFORMATION

Statement of Claim filed on or about: March 12, 2004.

Claimant signed the Uniform Submission Agreement: March 9, 2004.

Statement of Answer filed by Putnam Retail on or about: August 27, 2004.

Putnam Retail signed the Uniform Submission Agreement: November 5, 2004.

Putnam did not file a Statement of Answer or sign the Uniform Submission Agreement.

Joint Statement of Answer and Partial Motion to Dismiss filed by Respondents on or about: July 9, 2004.

McDonald signed the Uniform Submission Agreement: June 8, 2004.

Sanker did not sign the Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: breach of contract, negligent supervision, breach of fiduciary duty and breach of various industry rules. The cause of action relate to investments in Putnam Investment Mutual Funds.

Unless specifically admitted in its Answer, Putnam Retail denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in their Answer, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$90,000.00; plus interest at the Ohio legal rate of 8% from the date of award; costs; punitive damages; disgorgement of profits; and such other relief as the Panel deems just and proper.

Putnam Retail requested dismissal of the Statement of Claim in its entirety.

Respondents requested dismissal of the Statement of Claim in its entirety; an order of expungement of Sanker's CRD record; costs, expenses and attorneys' fees.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent Putnam Investments, Inc., is not a member of NASD and is not required to submit to NASD Dispute Resolution's jurisdiction.

Respondent Sanker did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but is required to submit to arbitration pursuant to the Code and, having answered the claim, is bound by the determination of the Arbitrators on all issues submitted.

On or about June 30, 2005, the parties notified NASD Dispute Resolution that the case settled.

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

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Claimant's claims are denied in their entirety.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Douglas Patrick Sanker's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Douglas Patrick Sanker must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
3. Any and all relief not specifically addressed herein, including punitive damages, is denied.

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	= \$ 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 firms that employed the associated person at the time of the events giving rise to the dispute. In this matter, the member firms Putnam Retail Management Limited Partnership and McDonald Investments, Inc. are parties.

Member Surcharge	= \$ 1,100.00
Pre-Hearing Process Fee	= \$ 750.00
<u>Hearing Process Fee</u>	<u>= \$ 1,700.00</u>
Total Member Fees	= \$ 3,550.00

Forum Fees and Assessments

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

One (1) Pre-hearing conference session with the Panel @ \$750 per session	= \$ 750.00
Pre-hearing conference: November 4, 2004 1 session	

Total Forum Fees	= \$ 750.00
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1. The Panel assessed \$375.00 of the forum fees to Claimant.
2. The Panel assessed \$375.00 of the forum fees jointly and severally to Respondents Putnam Retail, McDonald, and Sanker.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$	225.00
Forum Fees	= \$	375.00
Total Fees	= \$	600.00
Less payments	= \$	975.00
Refund Due to Claimant	= \$	375.00

2. Putnam Retail is solely liable for:

Member Fees	= \$	3,550.00
Total Fees	= \$	3,550.00
Less payments	= \$	3,550.00
Balance Due NASD Dispute Resolution	= \$	0.00

3. McDonald is solely liable for:

Member Fees	= \$	3,550.00
Total Fees	= \$	3,550.00
Less payments	= \$	3,550.00
Balance Due, NASD Dispute Resolution	= \$	0.00

4. Respondents Putnam Retail, McDonald and Sanker are jointly and severally liable for:

Forum Fees	= \$	375.00
Total Fees	= \$	375.00
Less payments	= \$	0.00
Balance Due NASD Dispute Resolution	= \$	375.00

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


Parties' Signatures

* Dorothy S. Payson

Claimant

x. ^{10/14/05} 8 ~~10~~. 14. 05
Signature Date

Signature Date

 Rocky River
Branch Manager

~~Respondent~~

9/14/05
Signature Date

Signature Date

D. P. Hank

Respondent

9/14/05
Signature Date

Signature Date

Respondent

Respondent

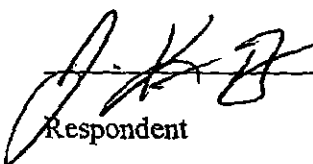
Signature Date

Signature Date

Parties' Signatures


Claimant

Signature Date

 _____
Respondent *Rocky River*
 Branch manager

9-14-05

Signature Date

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Respondent

9/14/05

Signature Date

Respondent

Signature Date

Parties' Signatures

Claimant

Signature Date

Respondent

Signature Date

Respondent

Signature Date


Respondent Putnam Retail Management LP

10/3/05

Signature Date

By its Attorneys Bingham McUtchen LLP

ARBITRATION PANEL

Jonathan I. Klein, Esq.	-	Public-Arbitrator, Presiding Chair
Harlita H. Robinson, CPA	-	Public Arbitrator
David A. Ruckman	-	Non- Public Arbitrator

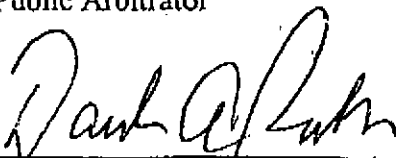
Concurring Arbitrators' Signatures

Jonathan I. Klein, Esq.
Public Arbitrator, Presiding Chairperson

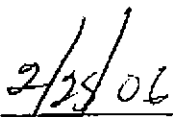
Signature Date

Harlita H. Robinson, CPA
Public Arbitrator

Signature Date



David A. Ruckman
Non-Public Arbitrator



Signature Date

February 28, 2006
Date of Service (For NASD office use only)

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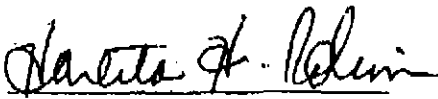
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Public Arbitrator, Presiding Chairperson

Signature Date



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Public Arbitrator

2/3/06

Signature Date

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Non-Public Arbitrator

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2/1/06

Signature Date

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Public Arbitrator

Signature Date

David A. Ruckman
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Signature Date

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