

AWARD
NASD Dispute Resolution

In the Matter of the Arbitration Between

Names of Claimants

David and Mary Monk

and

Case Number: 04-03413
Hearing Site: Houston, Texas

Names of Respondents

Mutual Service Corporation and
Richard William Conlin

NATURE OF DISPUTE

Customers v. Member Firm and Associated Person

REPRESENTATION OF PARTIES

David and Mary Monk ("**Claimants**") were represented by Gary F. Cerasuolo, Esq., Smith & Cerasuolo, LLP, Houston, Texas.

Mutual Service Corporation ("**Mutual Service**") was represented by Jason Graham, Esq., Fletcher & Springer, LLP, Houston, Texas.

Richard William Conlin ("**Conlin**") of Houston, Texas, did not make an appearance.

CASE INFORMATION

The Statement of Claim was filed on or about May 10, 2004. The Submission Agreement of Claimants, David and Mary Monk, was signed on or about May 7, 2004.

Statement of Answer and Motion to Dismiss was filed by Respondent, Mutual Service Corporation, on or about July 6, 2004. The Submission Agreement of Respondent, Mutual Service Corporation, was signed on or about May 21, 2004.

On or about October 28, 2004, Claimants filed their Response to Mutual Service's Motion to Dismiss.

On or about November 12, 2004, Mutual Service filed a Reply Brief in Support of the Motion to Dismiss and a Motion for Sanctions.

On or about December 2, 2004, Claimants filed a Supplemental Response to Mutual Service's Motion to Dismiss.

CASE SUMMARY

Claimants asserted the following causes of action: breach of contract, negligence, failure to supervise, breach of fiduciary duty, misrepresentation, omission of facts and suitability. The causes of action relate to the recommendation and purchase of Class A Limited Liability Company units in Fields Field, LLC.

Unless specifically admitted in its Answer, Respondent, Mutual Service, denied the allegations made in the Statement of Claim and asserted affirmative defenses including the following: each and every claim and cause of action asserted or alleged by the Claimants is barred by statutes of limitations and/or by laches; and Claimants failed to mitigate their damages.

RELIEF REQUESTED

Claimants requested an award in the amount of:

Actual/Compensatory Damages	\$80,000.00
Punitive/Exemplary Damages	\$20,000.00
Attorneys' Fees	Unspecified
Interest	Unspecified
Other Costs	Unspecified
Other Monetary Relief	Unspecified

Respondent requested that the claims asserted against it be denied in their entirety and that it be awarded its costs and attorneys' fees.

OTHER ISSUES CONSIDERED & DECIDED

Upon review of the file and the representations made by/on behalf of the Claimant, the undersigned arbitrators have determined that Respondent, Richard William Conlin, was not properly served with the Statement of Claim pursuant to Rule 10302 and Rule 10314 of the NASD Code of Arbitration Procedure (the "Code"). The undersigned arbitrators have also determined that Respondent, Richard William Conlin, had not received due notice of the hearing as required under Rule 10315 of the Code and that arbitration of the matter would not proceed against Respondent Richard William Conlin.

On or about December 15, 2004, the Panel denied Mutual Service's Motion for Sanctions. In addition, the Panel granted Mutual Service's Motion to Dismiss without prejudice.

During the January 24, 2005, prehearing conference, Claimants' counsel made an oral Motion to Dismiss Respondent Conlin without prejudice. The Panel granted Claimants' Motion.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered. In either case, the parties have agreed to receive conformed copies of the award while the original(s) remain on file with NASD Dispute Resolution ("NASD").

AWARD

After considering the pleadings, the testimony, and the evidence presented at the prehearing, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

- 1.) Claimants' claims, each and all, are hereby dismissed without prejudice;
- 2.) Other than Forum Fees which are specified below, the parties shall each bear their own costs and expenses incurred in this matter; and
- 3.) Any relief not specifically enumerated, including punitive damages and attorney fees, is hereby denied with prejudice.

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

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 events giving rise to the dispute. In this matter, the member firm is Mutual Service Corporation.

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

Forum Fees and Assessments

The Arbitration 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. Fees associated with these proceedings are:

Three (3) Pre-hearing sessions with Panel x \$750.00	= \$ 2,250.00
Pre-hearing conferences: October 25, 2004 1 session	
December 3, 2004 1 session	
January 24, 2005 1 session	

Total Forum Fees	= \$ 2,250.00
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The Arbitration Panel has assessed \$1,500.00 of the forum fees, jointly and severally, to David and Mary Monk.

The Arbitration Panel has assessed \$750.00 of the forum fees to Mutual Service Corporation.

Fee Summary

Claimants, David and Mary Monk, are jointly and severally liable for:

Initial Filing Fee	= \$ 225.00
Forum Fees	= \$ 1,500.00
Total Fees	= \$ 1,725.00
Less payments	= \$ 975.00
Balance Due NASD Dispute Resolution	= \$ 750.00

Respondent, Mutual Service Corporation, is liable for:

Member Fees	= \$ 3,550.00
Forum Fees	= \$ 750.00
Total Fees	= \$ 4,300.00
Less payments	= \$ 1,850.00
Balance Due NASD Dispute Resolution	= \$ 2,450.00

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

ARBITRATION PANEL

Sherry R. Wetsch, Esq. - Public Arbitrator, Presiding Chair
Royal B. Lea, III - Public Arbitrator
Gary D. Danna - Non-Public Arbitrator

Concurring Arbitrators:

/s/ Sherry R. Wetsch, Esq.
Sherry R. Wetsch, Esq.
Public Arbitrator, Presiding Chair

January 24, 2005
Signature Date

/s/ Royal B. Lea, III
Royal B. Lea, III
Public Arbitrator

January 24, 2005
Signature Date

/s/ Gary D. Danna
Gary D. Danna
Non-Public Arbitrator

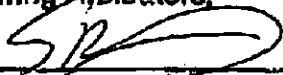
January 25, 2005
Signature Date

January 25, 2005
Date of Service (For NASD office use only)

ARBITRATION PANEL

Sherry R. Wetsch, Esq. - Public Arbitrator, Presiding Chair
Royal B. Lea, III - Public Arbitrator
Gary D. Danna - Non-Public Arbitrator

Concurring Arbitrators:


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Public Arbitrator, Presiding Chair

Royal B. Lea, III
Public Arbitrator

Gary D. Danna
Non-Public Arbitrator

Date of Service (For NASD office use only)

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Signature Date

Signature Date

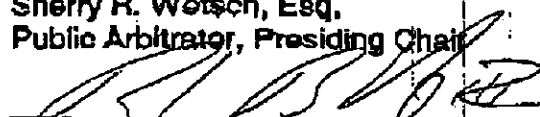
Signature Date

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Sherry R. Wetsch, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Royal B. Lea, III
Public Arbitrator

Signature Date


Gary D. Danna
Non-Public Arbitrator

1-25-2005
Signature Date

Date of Service (For NASD office use only)