

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Turhan Henderson, Sr. & Diane L. Henderson FKA Abrams (Claimants) v. Edward Jones and
Flonnoya J. Franklin (Respondents)

Case Number: 04-04070

Hearing Site: Cleveland, Ohio

Nature of the Dispute: Customers v. Member and Associated Person

REPRESENTATION OF PARTIES

Claimants Turhan Henderson, Sr. & Diane L. Henderson FKA Abrams, hereinafter referred to as
"Claimants": James J. Jones, Esq., Poland, OH.

Respondents Edward Jones ("Jones") and Flonnoya J. Franklin ("Franklin") hereinafter
collectively referred to as "Respondents": Dennis K. Egan, Esq., Butzel Long, Bloomfield Hills,
MI.

CASE INFORMATION

Statement of Claim filed on or about: June 4, 2004.

Claimants signed the Uniform Submission Agreement: June 3, 2004.

Joint Answer to Statement of Claim filed on or about: August 25, 2004.

Respondent Jones signed the Uniform Submission Agreement: July 13, 2004.

Respondent Franklin signed the Uniform Submission Agreement: September 7, 2004.

CASE SUMMARY

Claimants asserted the following causes of action: unsuitability; breach of fiduciary duty;
intentional misrepresentation; and failure to supervise. The causes of action relate to a variable
annuity and common stock in the following companies: Cisco, Intel, AT&T, Nokia, Motorola,
Nextel, Kopin, Sprint, DuPont, Vodafone, JDS Uniphase, Pfizer, Citigroup, and Sycamore
Networks. The causes of action also relate to the Federated Family of Funds and Van Kampen
Family of Funds mutual funds.

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

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$173,732.89; punitive damages in the amount of \$1,000,000.00; costs of this arbitration, including reasonable attorneys' fees; and any other relief the arbitrators deem just and proper.

Respondents requested that the Statement of Claim be dismissed in its entirety.

OTHER ISSUES CONSIDERED AND DECIDED

On or about August 29, 2005, the Panel heard oral arguments regarding Respondents' Motion to Dismiss. After due deliberation, the Panel granted Respondents Motion to Dismiss.

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.

ORDER REGARDING DISMISSAL

WHEREAS, the entire Panel has considered the arguments made in the Respondents' Pre-hearing Brief and Reply Brief in Support of Motion to Dismiss and Claimants' Brief in Opposition to Respondents' [sic] Pre-hearing Brief "Request" that this Matter Is Barred by the Ohio Blue-sky Statute of Limitations, and

WHEREAS, the entire Panel has reviewed the applicable Ohio statute, relevant case law, and applicable provisions of the NASD Code of Arbitration Procedure, and

WHEREAS, the entire Panel has held a telephonic hearing on August 29, 2005, during which Claimants and Respondents were permitted to make any further post-brief arguments to the Panel regarding this matter that they considered relevant,

IT IS HEREBY ORDERED by the Panel in response to the Respondents' Pre-hearing Brief in the above matter, that incorporates a request for dismissal on the grounds that Claimants are time barred from bringing this action, that:

1. All of Claimants' claims be dismissed with prejudice from this proceeding by reason that the applicable Ohio Statute of Limitations time bars the Claimants from bringing this action.
2. Any and all relief requested by Claimants is denied.

AWARD

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

1. Claimants' claims are dismissed in their entirety.

2. 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

The Panel waived the initial claim filing fee.

Initial claim filing fee = waived

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. Accordingly, Edward Jones & Co. is a party.

Member surcharge	= \$ 2,800.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$ 5,000.00</u>
Total Member Fees	= \$ 8,550.00

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 arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

Four (4) Pre-hearing sessions with Panel @ \$1,200.00 per session = \$ 4,800.00

Pre-hearing conferences:	November 16, 2004	1 session
	November 19, 2004	1 session
	July 15, 2005	1 session
	August 29, 2005	1 session

Two (2) Hearing sessions @ \$1,200.00 per session = \$ 2,400.00

Hearing Dates:	May 3, 2005	2 sessions
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Total Forum Fees = \$ 7,200.00

1. The Panel has assessed \$3,600.00 of the forum fees against Claimants.
2. The Panel has assessed \$1,800.00 of the forum fees against Respondent Edward Jones.
3. The Panel has assessed \$1,800.00 of the forum fees against Respondent Flonnoya Franklin.

Fee Summary

1. Claimants are solely liable for:

<u>Forum Fees</u>	<u>= \$ 3,600.00</u>
Total Fees	= \$ 3,600.00
<u>Less payments</u>	<u>= \$ 0.00</u>

Balance Due NASD Dispute Resolution = \$ 3,600.00

2. Respondent Edward Jones is solely liable for:

Member Fees	= \$ 8,550.00
<u>Forum Fees</u>	<u>= \$ 1,800.00</u>
Total Fees	= \$10,350.00
<u>Less payments</u>	<u>= \$ 8,550.00</u>
Balance Due NASD Dispute Resolution	= \$ 1,800.00

4. Respondent Flonnoya Franklin is solely liable for:

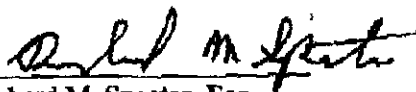
<u>Forum Fees</u>	<u>= \$ 1,800.00</u>
Total Fees	= \$ 1,800.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$ 1,800.00

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

ARBITRATION PANEL

Richard M. Spector, Esq.	-	Public Arbitrator, Presiding Chairperson
Richard R. Edmister, Esq.	-	Public Arbitrator
Earl Williams, Jr., Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures


Richard M. Spector, Esq.
Public Arbitrator, Presiding Chairperson

Sept. 29, 2005
Signature Date

Earl Williams, Jr., Esq.
Non-Public Arbitrator

Signature Date

Dissenting Arbitrator's Signature

I concur in the Panel's decision on the applicable law that governs this case; however, I dissent on the basis that the record is insufficient to support a motion to dismiss.

Richard R. Edmister, Esq.
Public Arbitrator

Signature Date

OCTOBER 7, 2005
Date of Service (For NASD Dispute Resolution use only)

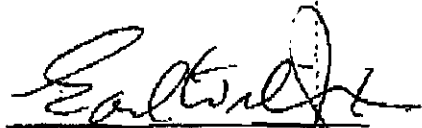
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Richard M. Spector, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



Earl Williams, Jr., Esq.
Non-Public Arbitrator

10/6/05
Signature Date

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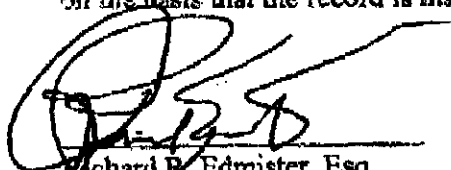
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