

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Joe W. Crutchfield

Case Number: 04-04739

Name of the Respondent
Edward D. Jones & Co.

Hearing Site: Dallas, Texas

NATURE OF THE DISPUTE

Public Customer v. Member Firm

REPRESENTATION OF PARTIES

Claimant Joe W. Crutchfield, hereinafter referred to as "Claimant": Appeared pro se.

Respondent Edward D. Jones & Co., hereinafter referred to as "Respondent": William R. Pace, Esq., of the firm of Pace & Rickey, L.L.P., located in Dallas, Texas.

CASE INFORMATION

Statement of Claim filed: July 2, 2004.

Claimant signed the Uniform Submission Agreement: June 29, 2004.

Statement of Answer and Counterclaim filed by Respondent on: August 23, 2004.

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

Claimant's Motion to Dismiss Counterclaim filed: September 2, 2004.

Respondent's Response to Motion to Dismiss Counterclaim filed: October 8, 2004.

Claimant's Reply to Respondent's Response to Motion to Dismiss Counterclaim filed: October 16, 2004.

Respondent's Brief on the Aggregation Rule filed on: January 10, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: breach of fiduciary duty; omission of facts; and, negligence. These causes of action related to the sale of a Hartford Life Putnam annuity

fund and the tax consequences that resulted from the sale.

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

1. Claimant has failed to state a claim upon which relief can be granted;
2. Claimant's contributory negligence bars recovery against Respondent;
3. Claimant is estopped from complaining about the transactions at issue;
4. Claimant by his conduct has waived any claims he may have;
5. Claimant has failed to mitigate his damages and is barred from collecting damages, if any, at this time;
6. Claimant assumed the risks of the investments he made through Respondents;
7. Respondent is not liable to Claimant in any amount because, at all times relevant herein, Respondent acted in good faith and in a commercially reasonable manner with respect to Claimant's accounts;
8. Claimant is barred by the applicable Statute of Limitations;
9. All transactions upon which the Statement of Claim is based were conducted in accordance with all applicable Exchange rules and regulations;
10. The alleged damages sustained by Claimant were the result of his own negligence and not the result of any act or omission by the Respondent;
11. Claimant's request for attorneys' fees or costs should not be granted because his claim lacks merit or, in the alternative, that the causes of action alleged do not provide for an award of attorneys' fees; and,
12. Claimant's request for punitive damages should not be granted because his claims lack merit or, in the alternative, that the causes of action alleged do not provide for an award of punitive damages.

In addition, Respondent presented a counterclaim against Claimant for bringing a frivolous lawsuit. Claimant denied the claim and requested dismissal pursuant to his Motion.

RELIEF REQUESTED

Claimant requested:

Compensatory Damages	Unspecified Sum
Punitive Damages	Unspecified Sum
Interest	Beginning April 10, 2004
Arbitration Fees and Expenses	Unspecified Sum
Other Costs	Claimant's billable time of \$140.00 per hour.

Respondent requested that the Panel dismiss the Statement of Claim and award reasonable attorneys' fees and costs to Respondent.

OTHER ISSUES CONSIDERED AND DECIDED

At the pre-hearing on December 14, 2004, the Panel determined that it would withhold ruling on Claimant's Motion to Dismiss Counterclaim until after hearing testimony at the arbitration hearing. The Panel hereby enters its ruling regarding the Counterclaim below.

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, the testimony and evidence presented at the hearing, and the pre-hearing submissions, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent Edward D. Jones & Co. is liable for and shall pay to the Claimant, Joe W. Crutchfield, the sum of \$7,841.00 in compensatory damages, plus an award of costs in the sum of \$450.00 for a total award of \$8,291.00;
2. The above sum of \$8,291.00 shall accrue interest at the rate of 6% per annum from May 11, 2005 until the award is paid in full;
3. Respondent Edward D. Jones & Co.'s Counterclaim is denied;
4. The parties shall bear their owns costs of arbitration, including any attorney's fees, except for those sums specifically enumerated herein; and,
5. 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	= \$ 250.00
Counter claim filing fee	= \$ 500.00

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. Accordingly, Edward D. Jones & Co. is a party and the following fees are assessed:

Member surcharge	= \$ 1,500.00
Pre-hearing process fee	= \$ 750.00

Hearing process fee = \$ 2,200.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed: None.

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:

Two (2) Pre-hearing sessions with Panel @ \$1,000.00	= \$ 2,000.00
Pre-hearing conferences: October 26, 2004 1 session	
December 14, 2004 1 session	
Four (4) Hearing sessions @ \$1,000.00	= \$ 4,000.00
Hearing Date: May 9, 2005 2 sessions	
May 10, 2005 2 sessions	
<hr/> Total Forum Fees	<hr/> = \$ 6,000.00

The Panel has assessed \$4,000.00 of the forum fees to Claimant Joe W. Crutchfield and \$2,000.00 of the forum fees to Respondent Edward D. Jones & Co.

SEE SUMMARY

Claimant Joe W. Crutchfield is solely liable for:

Initial Filing Fee	= \$ 250.00
Forum Fees	= \$ 4,000.00
<hr/> Total Fees	<hr/> = \$ 4,250.00
Less payments	= \$ 1,250.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$ 3,000.00

Respondent Edward D. Jones & Co. is solely liable for:

Filing Fee	= \$ 500.00
Member Fees	= \$ 4,450.00
Forum Fees	= \$ 2,200.00
<hr/> Total Fees	<hr/> = \$ 6,950.00
Less payments	= \$ 4,450.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$ 2,500.00

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

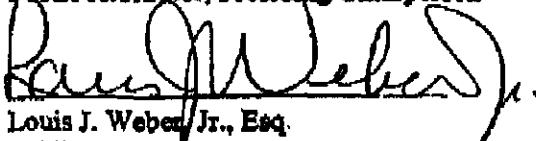
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ARBITRATION PANEL

Michael E. Rhode, Esq. - Public, Presiding Chairperson
Louis J. Weber, Jr., Esq. - Public Arbitrator
Jack R. Settles - Non-Public Arbitrator

Concurring Arbitrators' Signatures

Michael E. Rhode, Esq.
Public Arbitrator, Presiding Chairperson



Louis J. Weber, Jr., Esq.
Public Arbitrator

Signature Date

5/17/05

Signature Date

Jack R. Settles
Non-Public Arbitrator

Signature Date

May 18, 2005 

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

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Michael E. Rhode, Esq. - Public, Presiding Chairperson
Louis J. Weber, Jr., Esq. - Public Arbitrator
Jack R. Settles - Non-Public Arbitrator

Concurring Arbitrators' Signatures

Michael E. Rhode, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Louis J. Weber, Jr., Esq.
Public Arbitrator

Signature Date



Jack R. Settles
Non-Public Arbitrator

5-16-05

Signature Date

May 18, 2005 

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