

**AWARD**  
**NASD Dispute Resolution**

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In the Matter of the Arbitration Between

Name of Claimant

Alyce Ball

and

Case Number: 04-05158

Hearing Site: Oklahoma City, Oklahoma

Name of Respondent

Edward D. Jones & Co.

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**NATURE OF DISPUTE**

Customer v. Member

**REPRESENTATION OF PARTIES**

Alyce Ball ("Claimant") was represented by A. Daniel Woska, Esq., Woska & Hayes, LLP, Oklahoma City, Oklahoma.

Edward D. Jones & Co. ("Edward Jones" or "Respondent") was represented by Lizabeth M. Conran, Esq., Greensfelder, Hemker & Gale, P.C., St. Louis, Missouri.

**CASE INFORMATION**

The Statement of Claim was filed on or about July 19, 2004. The Submission Agreement of Claimant was signed on or about February 17, 2004. Claimant's Amended Statement of Claim was filed on or about December 13, 2004.

A Statement of Answer was filed by Respondent, Edward D. Jones & Co., on or about February 24, 2004. The Submission Agreement of Respondent was signed on or about April 26, 2004 by Cynthia A. Doria.

Respondent's Motion to Dismiss, or in the Alternative, for More Definite Statement was filed on or about September 9, 2004.

Claimant's Response to Respondent's Motion to Dismiss, or in the Alternative, for Motion for More Definite Statement was filed on or about September 28, 2004.

Respondent's Reply to Claimant's Response to Respondent's Motion to Dismiss, or in the Alternative, Motion for More Definite Statement was filed on or about October 13, 2004.

### **CASE SUMMARY**

Claimant asserted the following causes of action: breach of fiduciary duty; breach of contract; misrepresentation; violation of "Know Your Customer Rule"; unsuitability; failure to supervise; violation of the NASD Rules of Fair Practice, Article III, and violation of the State Securities Act. Claimant alleged that Respondent recommended unspecified securities investments that were unsuitable for her retirement objectives, which led to losses in her account.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted affirmative defenses including the following: Claimant ratified all transactions that took place in the account with Edward Jones and therefore, Claimant is barred from recovering any alleged loss resulting from such transactions; to the extent that Claimant has suffered any damages, they are the product of the negligent conduct of Claimant or others such that some or all of Claimant's recovery is barred by those contributory or comparative negligent acts; and Claimant is barred by the statute of limitations.

### **RELIEF REQUESTED**

Claimant requested an award in the amount of \$30,000.00 in compensatory damages, interest, costs and attorneys' fees and any other relief the panel deemed just and proper. On or about November 1, 2004, Claimant requested to amend the amount of compensatory damages to \$25,000.00.

Respondents requested that the claims asserted against them be denied in their entirety.

### **OTHER ISSUES CONSIDERED & DECIDED**

On or about December 21, 2004, Chairperson Bradford, entered an order granting Respondent's Motion for a More Definite Statement of Claim, in part. Claimant was ordered to file and serve an Amended Statement of Claim, together with all of Claimant's account statements received from Respondent.

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 hearing, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

- 1) Claimant's claims, each and all, against Respondent, Edward D. Jones & Co., are dismissed in their entirety with 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 attorneys' fees, is hereby denied with prejudice.

### **FEES**

Pursuant to the Code, the following fees are assessed:

#### **Filing Fees**

NASD Dispute Resolution will retain the non-refundable filing fee for each claim:

Initial claim filing fee = \$ 150.00

#### **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 Edward D. Jones & Co.

Member surcharge = \$ 600.00  
Pre-hearing process fee = \$ 750.00

#### **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 a single arbitrator x \$450.00 = \$1,350.00  
Pre-hearing conferences: December 2, 2004 1 session

May 17, 2005 1 session  
August 2, 2005 1 session

Four (4) Hearing sessions x \$450.00 = \$1,800.00  
Hearing Dates: October 25, 2005 2 sessions  
October 26, 2005 2 sessions  

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Total Forum Fees = \$3,150.00

The Arbitration Panel has assessed \$3,150.00 of the forum fees to Edward D. Jones & Co.

**Fee Summary**

Claimant, Alyce Ball, is liable for:

Initial Filing Fee	= \$ 150.00
Total Fees	= \$ 150.00
Less payments	= \$ 625.00
Refund due to Claimant	= \$ 475.00

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

Member Fees	= \$1,350.00
Forum Fees	= \$3,150.00
Total Fees	= \$4,500.00
Less payments	= \$3,050.00
Balance Due NASD Dispute Resolution	= \$1,450.00

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

**ARBITRATOR**

Peter B. Bradford, JD - Public Arbitrator, Presiding Chair

Concurring Arbitrator:

/s/ Peter B. Bradford, JD  
Peter B. Bradford, JD  
Public Arbitrator, Presiding Chair

11/14/05  
Signature Date

11/15/05  
Date of Service (For NASD office use only)

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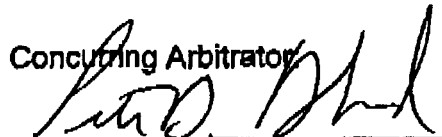
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