

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Gloria Broschart, Claimant v. Edward Jones (f/k/a Edward D. Jones & Co., L.P.) and David Snell, Respondents

Case Number: 04-07300

Hearing Site: Seattle, Washington

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

REPRESENTATION OF PARTIES

For Claimant:

Edward S. Alexander, Esq.
Sheppard and Abbott
Bellingham, Washington

For Respondents:

Joseph B. Genster, Esq.
Hillis Clark Martin &
Peterson
Seattle, Washington

CASE INFORMATION

Statement of Claim filed: October 13, 2004

Claimant's Uniform Submission Agreement signed: November 27, 2004

Joint Statement of Answer filed by Respondents Edward Jones (f/k/a Edward D. Jones & Co., L.P. and hereinafter Edward Jones) and David Snell: December 28, 2004

Respondent Edward Jones' Uniform Submission Agreement signed: December 7, 2004

Respondent David Snell's Uniform Submission Agreement signed: January 12, 2005

CASE SUMMARY

Claimant alleged breach of contract, breach of fiduciary duty, negligence, and conversion. Claimant alleged that Respondents used money that was earmarked for Claimant's trust account to open an account in the name of one of Claimant's co-trustees in that person's individual capacity rather than in her capacity as trustee.

Respondents denied the allegations of wrongdoing set forth in Claimant's Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested \$25,000.00 in compensatory damages, pre-judgment interest, and costs, including attorney's fees.

Respondents requested dismissal of Claimant's Statement of Claim in its entirety, and costs, including attorney's fees. Respondent David Snell requested that all reference to this arbitration proceeding be expunged from NASD's Central Registration Depository ("CRD") records.

OTHER ISSUES CONSIDERED AND DECIDED

At the evidentiary hearing on August 16, 2005, Respondents requested that the arbitrator dismiss Respondent David Snell from this matter. Claimant stipulated to this dismissal. Accordingly, Respondent David Snell was dismissed with prejudice. Respondent David Snell also requested that this matter be expunged from his CRD records. Claimant did not object to this request. The arbitrator granted Respondent David Snell's request for expungement for the reasons set forth below.

On August 16, 2005, after the close of Claimant's case, Respondent Edward Jones moved for dismissal of Claimant's claims against it. After hearing the parties' oral arguments, the arbitrator held that not only had Claimant not presented substantial evidence in support of her claims against Respondent Edward Jones, she had not even presented a scintilla of such evidence. The arbitrator granted Respondent Edward Jones' motion and dismissed Claimant's claims against it with prejudice.

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, testimony, and evidence presented at the hearing, the arbitrator decided in full and final resolution of the issues submitted for determination as follows:

- 1) Claimant's claims are denied in their entirety.
- 2) The arbitrator recommends the expungement of all reference to the above captioned arbitration from Respondent David Snell's registration records maintained by CRD with the understanding that pursuant to NASD Notice to Members 04-16, Respondent David Snell must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by the NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

Pursuant to Rule 2130, the arbitrator has made the following affirmative finding of facts:

- (a) the claims against Respondent David Snell are factually impossible and clearly erroneous; and
 - (b) Respondent David Snell was not involved in the alleged investment-related sales practice violation, forgery, theft, misappropriation, or conversion of funds.
- 3) The parties shall bear their respective costs, including attorney's fees.
 - 4) All other relief requested and not expressly granted is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution received or will collect the non-refundable filing fees for each claim as follows:

Initial claim filing fee	= \$ 125.00
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Member Fees

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events that gave rise to the dispute, claim, or controversy. Accordingly, the member firm Edward Jones is a party, and the following fees are assessed:

<u>Member Surcharge</u>	= \$ 425.00
Total Member Fees	= \$ 425.00

Forum Fees and Assessments

The arbitrator assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the arbitrator. The following fees are assessed:

One (1) pre-hearing conference session with a single arbitrator @ \$450.00/session = \$ 450.00
Pre-hearing conference: February 15, 2005 1 session

One (1) hearing session @ \$450.00/session = \$ 450.00

Hearing: August 16, 2005 1 session
Total Forum Fees = **\$ 900.00**

The arbitrator assessed \$900.00 of the forum fees to Claimant Gloria Broschart.

Fee Summary

1. Claimant Gloria Broschart is charged with the following fees and costs:

Initial Filing Fee	= \$ 125.00
<u>Forum Fees</u>	<u>= \$ 900.00</u>
Total Fees	= \$1,025.00
<u>Less payments</u>	<u>= \$ (575.00)</u>
Balance Due NASD Dispute Resolution	= \$ 450.00

2. Respondent Edward Jones is charged with the following fees and costs:

Member Fees	= \$ 425.00
<u>Less payments</u>	<u>= \$(425.00)</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

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

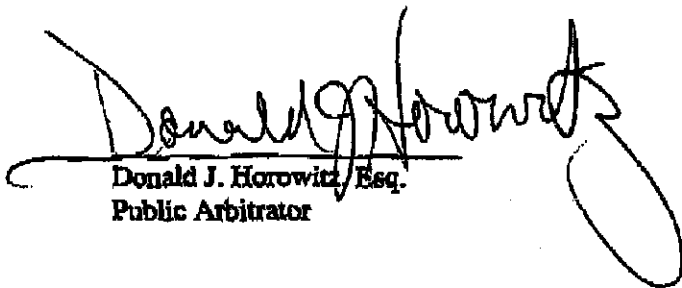
NASD Dispute Resolution
Arbitration No. 04-07300
Award Page 5 of 5

ARBITRATOR

Donald J. Horowitz, Esq.

Public Arbitrator

Arbitrator's Signature


Donald J. Horowitz, Esq.
Public Arbitrator

8/18/05
Signature Date

8/18/05
Date of Service