

**Amended Award  
NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Name of the Claimant  
Robert J. Cavalleri

Case Number: 04-08280

Names of the Respondents  
Edward D. Jones & Co. L.P. d/b/a  
Edward Jones  
Thomas Howell, III

Hearing Site: Boca Raton, Florida

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

**REPRESENTATION OF PARTIES**

Robert J. Cavalleri , hereinafter referred to as "Claimant,," appeared pro se.

For Edward D. Jones & Co. L.P. d/b/a Edward Jones ("Jones") and Thomas Howell, III ("Howell"), hereinafter collectively referred to as "Respondents": Trae D. Meyr, Esq., Greensfelder, Hemker & Gale, P.C., St. Louis, Missouri.

**CASE INFORMATION**

Statement of Claim filed on or about: December 6, 2004.

Claimant signed the Uniform Submission Agreement: December 4, 2004.

Statement of Answer and Motion to Dismiss filed by Respondents on or about: January 31, 2005.

Respondent Jones signed the Uniform Submission Agreement: December 14, 2004.

Respondent Howell signed the Uniform Submission Agreement: January 27, 2004.

**CASE SUMMARY**

Claimant asserted the following causes of action: unauthorized trading; fraud; failure to supervise; misrepresentation; unauthorized transfer of equities; fraudulent transfer; fraudulent determination of Estate Value; account representative conflict of interest; and, lack of an effective compliance system. The causes of action relate to Claimant's investments in, including but not limited to, National Rural Utils COOP FIN NYS, FHLMC Medium Term Note and Capital World Growth and Income.

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

**RELIEF REQUESTED**

Claimant requested: compensatory damages in the amount of \$6,988.73; punitive damages in the amount of \$40, 000.00; attorneys' fees in the amount of \$350.00; and such other relief in the

amount of \$6,638.73.

Respondents requested that all claims be dismissed in their entirety.

### **OTHER ISSUES CONSIDERED AND DECIDED**

At the pre-hearing telephone conference on April 22, 2005, the parties made a joint ~~ore~~ ~~tenus~~ motion for the Arbitrator to make a final determination of this matter ~~on the papers~~. On or about April 29, 2005, the Arbitrator issued an Order granting the parties' joint motion to proceed on the papers.

Prior to entering a decision on the Respondent's Motion to Dismiss, the Arbitrator entered his final determination of this matter on the papers.

### **AWARD**

After considering the pleadings and final hearing briefs submitted by the parties, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

Respondent Jones and Respondent Howell are liable to Claimant for the unauthorized transfer of equities, and shall pay to Claimant \$6,343.66, jointly and severally.

Respondent Jones and Respondent Howell shall pay to Claimant, jointly and severally, interest at a rate of 6% from February 20, 2004 until this award is fully satisfied.

Respondent Jones and Respondent Howell shall pay to Claimant \$175.00, jointly and severally, representing reimbursement of the filing fee that Claimant paid to initiate this claim with NASD Dispute Resolution.

Any and all claims for relief not specifically addressed herein, including Claimant's claim for punitive damages, are denied.

### **FEES**

Pursuant to the NASD Code of Arbitration Procedure (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	= \$175.00
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#### **Member Fees**

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Jones is a party and a member firm.

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$1,000.00</u>
Total Member Fees	= \$2,625.00

### **Adjournment Fees**

Adjournments granted during these proceedings for which fees were assessed:

No adjournment fees were assessed in this matter.

### **Three-Day Cancellation Fees**

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

No three-day cancellation fees were assessed in this matter.

### **Injunctive Relief Fees**

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the panel.

No injunctive relief fees were assessed in this matter.

### **Forum Fees and Assessments**

The Arbitrator 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:

One (1) Pre-hearing session with the Arbitrator @ \$450.00/session	= \$450.00
Pre-hearing conference: April 22, 2005 1 session	
<u>Total Forum Fees</u>	<u>= \$450.00</u>

The Arbitrator has assessed forum fees of \$450.00 to Respondents, jointly and severally.

### **Administrative Costs**

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred in this matter.

**Fee Summary**

Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 175.00
<u>Total Fees</u>	= \$ 175.00
<u>Less payments</u>	= \$ 175.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondent Jones is solely liable for:

<u>Member Fees</u>	= \$2,625.00
<u>Total Fees</u>	= \$2,625.00
<u>Less payments</u>	= \$1,625.00
<u>Balance Due NASD Dispute Resolution</u>	= \$1,000.00

Respondents are jointly and severally liable for:

<u>Forum Fees</u>	= \$ 450.00
<u>Paper Case Fee</u>	= \$ 300.00
<u>Total Fees</u>	= \$ 750.00
<u>Less payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 750.00

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

**ARBITRATOR**

Martin A. Feigenbaum, Esq.

-

Public Arbitrator

**Arbitrator's Signature**

/s/  
Martin A. Feigenbaum, Esq.  
Public Arbitrator

February 22, 2006  
Signature Date

February 22, 2006  
Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution  
Arbitration No. 04-08280  
Amended Award Page 4 of 4

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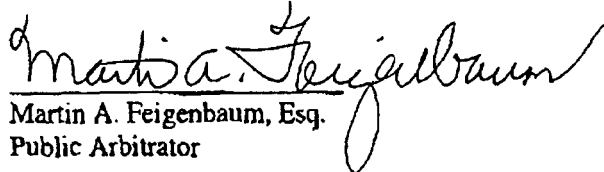
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**ARBITRATOR**

Martin A. Feigenbaum, Esq.

- Public Arbitrator

**Arbitrator's Signature**

  
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2/22/06  
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**Award**  
**NASD Dispute Resolution**

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Martin A. Feigenbaum, Esq.

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Public Arbitrator

**Arbitrator's Signature**

/s/  
Martin A. Feigenbaum, Esq.  
Public Arbitrator

February 2, 2006  
Signature Date

February 2, 2006  
Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution  
Arbitration No. 04-08280  
Award Page 4 of 4

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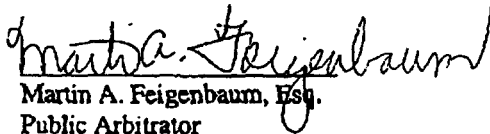
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