

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Lisa Marie Fourr, Claimant v. Edward D. Jones & Co., Respondent

Case Number: 05-00599

Hearing Site: Los Angeles, California

Nature of the Dispute: Associated Person v. Member

REPRESENTATION OF PARTIES

For Claimant:

Jonathan Schwartz, Esq.
Law Office of Jonathan Schwartz
Marina del Rey, California

For Respondent:

Joseph B. Adams, Esq.
Geben & Associates
Santa Barbara, California

CASE INFORMATION

Statement of Claim filed: January 31, 2005

Claimant's Uniform Submission Agreement signed: January 18, 2005

Statement of Answer filed: March 22, 2005

Respondent's Uniform Submission Agreement signed: February 16, 2005

CASE SUMMARY

Claimant alleged wrongful discharge and defamation.

Respondent denied the allegations of wrongdoing set forth in the Claimant's Statement of Claim.

RELIEF REQUESTED

Claimant requested unspecified compensatory and punitive damages, interest, expungement and amendment of her Form U-5, and costs, including attorney's fees.

Respondent requested dismissal of the Claimant's Statement of Claim in its entirety and costs, including attorney's fees.

OTHER ISSUES CONSIDERED AND DECIDED

On April 6, 2005, Claimant and Claimant's counsel signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

Pursuant to the Code of Arbitration Procedure IM-10100, the waiver of the Claimant shall constitute and operate as a waiver for all member firms and associated persons (including terminated or otherwise inactive member firms or associated persons) against whom the Claim has been filed.

At the close of Claimant's case, Respondent moved the Panel to dismiss Claimant's Statement of Claim on the grounds that Claimant failed to prove her causes of action. Claimant then withdrew her two causes of action and moved to the Panel amend her Statement to Claim to conform to proof and to include the allegation of interference with prospective economic advantage. After due deliberation, the Panel denied Respondent's Motion to Dismiss, granted Claimant's request to withdraw her causes, and granted Claimant's Motion to Amend.

Respondent then moved to dismiss Claimant's Amended Statement of Claim on the grounds that Claimant failed to prove her cause of action for interference with prospective economic advantage. After due deliberation, the Panel denied the motion.

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 Panel 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 parties shall bear their respective costs, including attorney's fees.
- 3) All other relief requested and not expressly granted, including Claimant's request for expungement and amendment of her Forum U-5, 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	= \$ 250.00
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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 D. Jones & Co. is a party and the following fees are assessed:

Member Surcharge	= \$1,500.00
Pre-Hearing Process Fee	= \$ 750.00
<u>Hearing Process Fee</u>	<u>= \$2,200.00</u>
Total Member Fees	= \$4,450.00

Forum Fees and Assessments

The Panel 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 Chair or the parties and the Panel. The following fees are assessed:

One (1) Pre-hearing conference session with the Panel @ \$1,000.00/session	= \$1,000.00
Pre-hearing conference: June 21, 2005 1 session	
Two (2) Hearing sessions @ \$1,000.00/session	= \$2,000.00
<u>Hearing: January 9, 2006 2 sessions</u>	<u></u>
Total Forum Fees	= \$3,000.00

1. The Panel assessed \$1,500.00 of the forum fees to Claimant.
2. The Panel assessed \$1,500.00 of the forum fees to Respondent.

Fee Summary

1. Claimant Lisa Marie Fourr is charged with the following fees and costs:

Initial Filing Fee	= \$ 250.00
Forum Fees	= \$ 1,500.00
Total Fees	= \$ 1,750.00
Less payments	= \$(1,400.00)
Balance Due NASD Dispute Resolution	= \$ 350.00

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

Member Fees	= \$ 4,450.00
Forum Fees	= \$ 1,500.00
Total Fees	= \$ 5,950.00
Less payments	= \$(4,450.00)
Balance Due NASD Dispute Resolution	= \$ 1,500.00

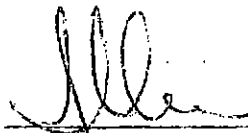
All balances are payable to NASD Dispute Resolution and are due upon the receipt of the Award pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

<i>Elliott Finkel, Esq.</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Jeffrey L. Malek, Esq.</i>	-	<i>Public Arbitrator</i>
<i>Ivan Claman</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

Jeffrey L. Malek, Esq.
Public Arbitrator



Ivan Claman
Non-Public Arbitrator

Signature Date

1/14/06
Signature Date

Separately Concurring

The six-word explanation Respondent used in Claimant's Form U-5 may be minimally sufficient, but is also unfortunately vague. Considering all of the facts presented in this matter, the parties would have been better served had that explanation been amended or otherwise supplemented to be more informative.

Elliott Finkel, Esq.
Chair, Public Arbitrator

Signature Date

January 17, 2006
Date of Service

ARBITRATION PANEL

<i>Elliott Finkel, Esq.</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Jeffrey L. Malek, Esq.</i>	-	<i>Public Arbitrator</i>
<i>Ivan Claman</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

Jeffrey L. Malek, Esq.
Public Arbitrator

Signature Date

Ivan Claman
Non-Public Arbitrator

Signature Date

Separately Concurring

The six-word explanation Respondent used in Claimant's Form U-5 may be minimally sufficient, but is also unfortunately vague. Considering all of the facts presented in this matter, the parties would have been better served had that explanation been amended or otherwise supplemented to be more informative.

Elliott Finkel, Esq.
Chair, Public Arbitrator

1-13-06
Signature Date

January 17, 2006
Date of Service

ARBITRATION PANEL

Elliott Finkel, Esq.

Jeffrey L. Malek, Esq.

Ivan Claman

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Public Arbitrator, Presiding Chair

Public Arbitrator

Non-Public Arbitrator

Concurring Arbitrators' Signatures



Jeffrey L. Malek, Esq.

Public Arbitrator

1-18-06

Signature Date

Ivan Claman

Non-Public Arbitrator

Signature Date

Concurring in Part and Dissenting in Part Arbitrator's Signatures

The six-word explanation Respondent used in Claimant's Form U-5 may be minimally sufficient, but is also unfortunately vague. Considering all of the facts presented in this matter, the parties would have been better served had that explanation been amended or otherwise supplemented to be more informative.

Elliott Finkel, Esq.

Chair, Public Arbitrator

Signature Date

January 19, 2006
Date of Service