

AWARD
NASD Dispute Resolution

In the Matter of the Arbitration Between

Name of Claimant

Ameritrade, Inc.

and

Case Number: 05-01807
Hearing Site: Omaha, Nebraska

Name of Respondent

SPFivehundred, Inc.

NATURE OF DISPUTE

Member vs. Customer

REPRESENTATION OF PARTIES

Ameritrade, Inc. ("Claimant") was represented by Patrick B. Griffin, Esq., Kutak Rock LLP, Omaha, Nebraska.

SPFivehundred, Inc. ("Respondent") did not make an appearance in this matter.

CASE INFORMATION

The Statement of Claim was filed on or about April 6, 2005. The Submission Agreement of Claimant, Ameritrade, Inc., was signed on or about March 23, 2005.

SPFivehundred, Inc. did not file an Answer or a Submission Agreement.

CASE SUMMARY

Claimant asserted the following cause of action: breach of contract. Claimant alleged that Respondent failed to pay a debit balance owed on an Ameritrade account. Claimant extended credit to Respondent for the purchase of shares in Care Concepts I, Inc., which traded by symbol "IBD."

RELIEF REQUESTED

Claimant requested an award in the amount of \$641,614.91 in compensatory damages, interest, costs and attorneys' fees and other relief the panel deemed just and proper.

OTHER ISSUES CONSIDERED & DECIDED

On or about October 12, 2005, Claimant filed a Motion to Exclude Evidence.

At the hearing, the panel granted Claimant's Motion to Exclude Evidence.

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) Respondent, SPFivehundred, Inc., is liable for and shall pay to Claimant, Ameritrade, Inc., the sum of \$637,946.00 in compensatory damages;
- 2) Respondent, SPFivehundred, Inc., is liable for and shall pay to Claimant, Ameritrade, Inc., interest in the amount of \$41,431.00 pursuant to the contract;
- 3) Other than Forum Fees which are specified below, the parties shall each bear their own costs and expenses incurred in this matter; and
- 4) 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 = \$1,250.00

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 Ameritrade, Inc.

Member surcharge	= \$2,250.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$4,000.00

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:

One (1) Pre-hearing session with Panel x \$1,200.00	= \$1,200.00
Pre-hearing conference: September 1, 2005 1 session	
One (1) Hearing session x \$1,200.00	= \$1,200.00
Hearing Date: November 3, 2005 1 session	
<u>Total Forum Fees</u>	<u>= \$2,400.00</u>

The Arbitration Panel has assessed \$2,400.00 of the forum fees to SPFivehundred, Inc.

Fee Summary

Claimant, Ameritrade, Inc., is liable for:

Initial Filing Fee	= \$1,250.00
Member Fees	= \$7,000.00
<u>Total Fees</u>	<u>= \$8,250.00</u>
<u>Less payments</u>	<u>= \$9,450.00</u>
Refund due to Claimant	= \$1,200.00

Respondent, SPFivehundred, Inc., is liable for:

Forum Fees	= \$2,400.00
<u>Total Fees</u>	<u>= \$2,400.00</u>
<u>Less payments</u>	<u>= \$ 0.00</u>

Balance Due NASD Dispute Resolution

= \$2,400.00

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

ARBITRATION PANEL

Richard M. Duxbury, Esq. – Public Arbitrator, Presiding Chair
James B. Vessey, Esq. - Public Arbitrator
Michael R. Wendel - Non-Public Arbitrator

Concurring Arbitrators:

/s/ Richard M. Duxbury, Esq.
Richard M. Duxbury, Esq.
Public Arbitrator, Presiding Chair

11/22/05
Signature Date

/s/ James B. Vessey, Esq.
James B. Vessey, Esq.
Public Arbitrator

11/25/05
Signature Date

/s/ Michael R. Wendel
Michael R. Wendel
Non-Public Arbitrator

11/23/05
Signature Date

11/23/05
Date of Service (For NASD office use only)

Balance Due NASD Dispute Resolution

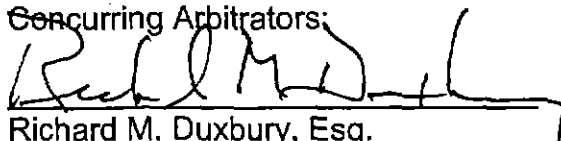
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Public Arbitrator, Presiding Chair

11-22-05
Signature Date

James B. Vessey, Esq.
Public Arbitrator

Signature Date

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Non-Public Arbitrator

Signature Date

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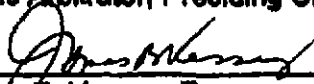
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Concurring Arbitrators:

Richard M. Duxbury, Esq.
Public Arbitrator, Presiding Chair

Signature Date


James B. Vessey, Esq.
Public Arbitrator

November 25, 2005
Signature Date

Michael R. Wendel
Non-Public Arbitrator

Signature Date

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Non-Public Arbitrator



Signature Date

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