

**Award**  
**NASD Regulation, Inc.**

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In the Matter of the Arbitration Between:

Wayne Freeman vs. Kennedy, Cabot & Company

Case Number: 99-00263

Hearing Site: Cleveland, Ohio

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**REPRESENTATION OF PARTIES**

Claimant Wayne Freeman ("Claimant"): Leon Jenkins, Esq., Law Offices of Leon Jenkins, Marina Del Rey, California.

Respondent Kennedy, Cabot & Company ("Respondent"): John L. Erickson, Jr. Esq., Jones Bell Abbott Fleming & Fitzgerald, Los Angeles, California.

**CASE INFORMATION**

Statement of Claim filed on or about: January 20, 1999

Claimant signed the Uniform Submission Agreement: December 21, 1998

Statement of Answer filed by Respondent on or about: May 03, 1999

Respondent signed the Uniform Submission Agreement: April 29, 1999

Motion to Dismiss filed by Respondent on or about: February 18, 2000

**CASE SUMMARY**

Claimant asserted the following causes of action: negligence

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted the following defense: statute of limitations.

### **RELIEF REQUESTED**

**Claimant requested:**

Compensatory Damages	\$500,000.00
Attorneys' Fees	unspecified
Other Costs	unspecified

**Respondent requested:**

Other Monetary/Non-Monetary Relief if any:	Dismissal of claim
Attorneys' Fees	unspecified

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

Upon review of Respondent's Motion to Dismiss and Claimant's Response, the Panel denied the Motion.

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.

### **AWARD**

After considering the pleadings, the testimony and evidence presented at the hearing the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Any and all relief requested by Claimant Wayne Freeman shall be and hereby is denied.

### **FEES**

Pursuant to the Code, the following fees are assessed:

#### **Filing Fees**

NASD Regulation, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$200.00
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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 that employed the associated person at the time of the events giving rise to the dispute. In this matter, the member firm is Respondent.

Member surcharge	= waived due to terminated status
Pre-hearing process fee	= waived due to terminated status
Hearing process fee	= waived due to terminated status

**Adjournment Fees**

Adjournments requested during these proceedings:

November 10, 1999 adjournment by Claimant = \$ 750.00

**Forum Fees and Assessments**

The 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 Panel x \$750.00 = \$2,250.00

Pre-hearing conferences: July 26, 1999	1 session
November 10, 1999	1 session
February 25, 2000	1 session

One (1) Hearing sessions x \$750.00 = \$ 750.00

Hearing Date: February 29, 2000 1 session

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Total Forum Fees = \$3,000.00

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

**Fee Summary**

1. Claimant shall be and hereby is solely liable for:

Initial Filing Fee	= \$ 200.00
Adjournment Fee	= \$ 750.00
Forum Fees	= \$1,500.00
Total Fees	= \$2,450.00
Less payments	= \$1,250.00
Balance Due NASD Regulation, Inc.	= \$1,200.00

2. Respondent shall be and hereby is solely liable for:

Forum Fees	= \$1,500.00
Total Fees	= \$1,500.00
Less payments	= \$ 0.00
Balance Due NASD Regulation, Inc.	= \$1,500.00

All balances are due to NASD Regulation, Inc.

**Concurring Arbitrators' Signatures**

/s/ Benjamin B. Segel

03/31/00

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Benjamin B. Segel, Esq.  
Public Arbitrator, Presiding Chair

\_\_\_\_\_  
Signature Date

/s/ Anthony J. Soukenik

04/11/00

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Anthony J. Soukenik, Esq.  
Public Arbitrator

\_\_\_\_\_  
Signature Date

/s/ Lawrence R. Wagner

03/28/00

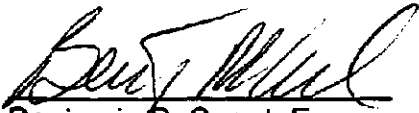
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Lawrence R. Wagner  
Industry Arbitrator

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Signature Date

04/14/00

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Date of Service (For NASD office use only)

**Concurring Arbitrators' Signatures**



Benjamin B. Segel, Esq.  
Public Arbitrator, Presiding Chair

3/31/00  
Signature Date

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Anthony J. Soukenik, Esq.  
Public Arbitrator

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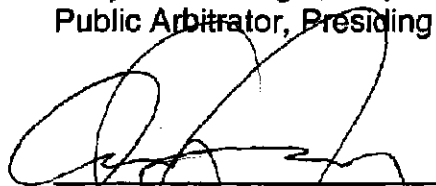
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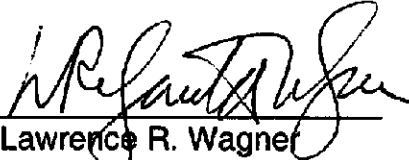
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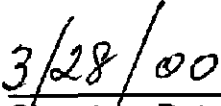
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