

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Sanford C. Fries v. Piper Jaffray, Inc., Richard E. Dye and Alisa M. Rakoz

Case Number: 99-04330

Hearing Site: Los Angeles, California

REPRESENTATION OF PARTIES

For Claimant:

Jonathan W. Evans
Jonathan W. Evans & Associates
12711 Ventura Boulevard
Suite 440
Studio City, CA 91604

For Respondent
Piper Jaffray Inc.:

Mark S. Reed
U.S. Bancorp Piper Jaffray Inc.
800 Nicollet Mall
Suite 900
Minneapolis, MN 55402-7020

For Respondents
Richard E. Dye and
Alisa M. Rakoz:

G. Thomas Fleming
Jones, Bell, Abbott, Fleming
& Fitzgerald L.L.P.
601 South Figueroa Street
Twenty-Seventh Floor
Los Angeles, CA 90017-5759

CASE INFORMATION

Statement of Claim filed: September 16, 1999.

Answer and Affirmative Defenses of Piper Jaffray Inc. filed: November 23, 1999.

Answer to Statement of Claim of Respondents Richard E. Dye and Alisa M. Rakoz filed: December 3, 1999.

CASE SUMMARY

Sanford C. Fries ("Claimant") alleged, *inter alia*, that his Piper Jaffray Inc. (now known as U.S. Bancorp Piper Jaffray Inc.) (hereafter "Piper Jaffray") account was mishandled.

Piper Jaffray, Richard E. Dye and Alisa M. Rakoz ("Respondents") denied and continue to deny the allegations of wrongdoing set forth in the Statement of Claim and have asserted a number of affirmative defenses including statutes of limitation, ratification, estoppel, waiver, comparative negligence, contributory negligence, assumption of risk, lack of causation and failure to mitigate damages.

Claimant and Respondents have reached a settlement of this case whereby they have agreed upon this Stipulated Award as part of that settlement which includes expungement of the CRD records of Mr. Dye and Ms. Rakoz.

RELIEF REQUESTED

Claimant requested \$200,000.00 compensatory damages, plus interest, punitive damages, costs and other relief.

Respondents requested dismissal of the Statement of Claim in its entirety, an award of their defense costs and an expungement of the claim from the CRD records of Mr. Dye and Ms. Rakoz.

OTHER ISSUES CONSIDERED AND DECIDED

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

STIPULATION

It is hereby stipulated by Claimant and Respondents, through their undersigned attorneys of record, that:

1. The Statement of Claim and all claims asserted therein are hereby dismissed with prejudice; and
2. Claimant requests that the panel rendering the following award:

The Panel hereby recommends the expungement of all reference to the above captioned arbitration from the registration records maintained by the NASD Central Registration Depository ("CRD") concerning Richard E. Dye and Alisa Rakoz, with the understanding that pursuant to NASD Notice to Members 99-90, said Respondents must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

AWARD

After considering the Stipulation, the Panel decided in full and final resolution of the issues submitted for determination as follows:

1. The Statement of Claim and all claims asserted therein are hereby dismissed with prejudice as against all Respondents.
2. The Panel recommends the expungement of all reference to this arbitration from the registration records maintained by the NASD Central Registration Depository ("CRD") concerning Richard E. Dye and Alisa M. Rakoz, with the understanding that pursuant to NASD Notice to Members 99-90, said Respondents must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
3. *The Panel further directs that the accrued and unpaid forum fees of \$4,950.00 shall be invoiced to and paid by U.S. Bancorp Piper Jaffray as agreed between the parties in connection with the settlement of this matter.*

Fees

Pursuant to the Code of Arbitration Procedure ("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 = \$ 300.00

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 U.S. Bancorp Piper Jaffray, Inc. is a party and the following fees are assessed:

Member Surcharge	= \$ 1,500.00
Pre-Hearing Process Fee	= \$ 600.00
Hearing Process Fee	= \$ 2,500.00
Total Member Fees	= \$ 4,600.00

Adjournment Fees

The following adjournment fees are assessed:

April 16, 2001 – April 25, 2001, adjournment requested by Claimant = \$ 1,125.00

The Panel assessed the adjournment fee to Claimant.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A session is any meeting between the parties and the Panel or Chairperson, including a pre-hearing conference, that lasts four (4) hours or less. The following fees are assessed:

(1) Pre-hearing conference session with a single arbitrator @ \$ 450.00/session = \$ 450.00
Pre-hearing conference: March 12, 2001 1 session

(4) Pre-hearing conference sessions with the Panel @ \$1,125.00/session = \$ 1,125.00
Pre-hearing conferences: October 20, 2000 1 session
October 25, 2000 1 session

March 15, 2001 1 session
November 14, 2002 1 session

Total Forum Fees = \$ 4,950.00

Per party stipulation, the Panel assessed \$ 4,950.00 of the forum fees to Respondent Piper Jaffray Inc.

Fee Summary

1. Claimant Sanford C. Fries is charged with the following fees and costs:

Initial Filing Fee	= \$ 300.00
<u>Adjournment Fee</u>	<u>= \$ 1,125.00</u>
Total Fees	= \$ 1,425.00
Retained deposit pursuant to Rule 10332(f)	= \$ 1,125.00
<u>Less payments</u>	<u>=(2,550.00)</u>
Balance Due NASD Dispute Resolution	= \$(0.00)

2. Respondent Piper Jaffray Inc. is charged with the following fees and costs:


Member Fees	= \$ 4,600.00
<u>Forum Fees</u>	<u>= \$ 4,950.00</u>
Total Fees	= \$ 9,550.00
<u>Less payments</u>	<u>=(4,600.00)</u>
Balance Due NASD Dispute Resolution	= \$ 4,950.00

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, Inc.
Arbitration No. 99-04330
Award Page 6 of 5

Parties' Signatures

Dated: _____



Jonathan W. Evans
Attorney for Claimant
Sanford C. Fries

Dated: _____

Mark S. Reed
Attorney for Respondent
Piper Jaffray Inc.

Dated: _____

G. Thomas Fleming
Attorney for Respondents
Richard E. Dye and
Alisa Rakoz

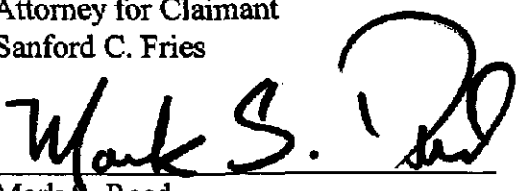
Parties' Signatures

Dated: _____

Dated: October 15, 2003

Dated: _____

Jonathan W. Evans
Attorney for Claimant
Sanford C. Fries



Mark S. Reed
Attorney for Respondent
Piper Jaffray Inc.

G. Thomas Fleming
Attorney for Respondents
Richard E. Dye and
Alisa Rakoz

Parties' Signatures

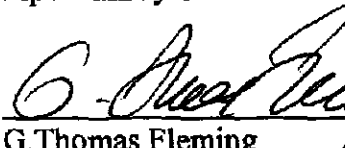
Dated: _____

Jonathan W. Evans
Attorney for Claimant
Sanford C. Fries

Dated: _____

Mark S. Reed
Attorney for Respondent
Piper Jaffray Inc.

Dated: October 14, 2003



G. Thomas Fleming
Attorney for Respondents
Richard E. Dye and
Alisa Rakoz

Concurring Arbitrators' Signatures

10/27/03

Diane R. Smith
Chair, Public Arbitrator

Diane R. Smith

Signature Date

Philip W. Burge
Public Arbitrator

Signature Date

James A. Bush
Industry Arbitrator

Signature Date

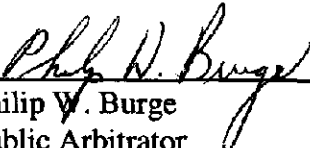
10/29/03

Date of Service

Concurring Arbitrators' Signatures

Diane R. Smith
Chair, Public Arbitrator

Signature Date


Philip W. Burge
Public Arbitrator

October 27, 2003
Signature Date

James A. Bush
Industry Arbitrator

Signature Date

10/29/03
Date of Service

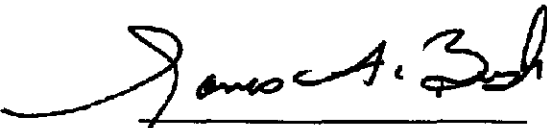
Concurring Arbitrators' Signatures

Diane R. Smith
Chair, Public Arbitrator

Signature Date

Philip W. Burge
Public Arbitrator

Signature Date



James A. Bush
Industry Arbitrator

10/28/03

Signature Date

10/29/03

Date of Service