

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

David Rice, Claimant v. Cohig & Associates, Inc. a/k/a EBI Securities Corporation and
Lawrence Jack Vink, Respondents

Case Number: 00-00070

REPRESENTATION OF PARTIES

For Claimant:

Jeffrey S. Salisbury, Esq.
Law Offices of
Jeffrey S. Salisbury
Eugene, Oregon

For Respondents Cohig & Associates, Inc. a/k/a
EBI Securities Corporation and Lawrence Jack Vink:

Russell K. Bean, Esq.
Global Capital Securities
Corporation
Englewood, Colorado

CASE INFORMATION

Statement of Claim filed: January 6, 2000

Claimant's Uniform Submission Agreement signed: January 6, 2000

Statement of Answer filed by Respondent Cohig & Associates, Inc. a/k/a EBI Securities
Corporation: March 3, 2000

CASE SUMMARY

Claimant alleged breach of fiduciary duty, fraud, breach of contract, conversion, and negligence.

Respondent Cohig & Associates, Inc. a/k/a EBI Securities Corporation denied the allegations of
wrongdoing set forth in the Claimant's Statement of Claim.

RELIEF REQUESTED

Claimant requested \$6,500.00 in compensatory damages, 10% simple interest, or \$2,250.00 in interest, \$325.00 for reimbursement of NASD filing fee and deposit for the case to be decided on the papers, and arbitration costs, including attorney's fees.

Respondent Cohig & Associates, Inc. a/k/a EBI Securities Corporation requested dismissal of the Claimant's Statement of Claim in its entirety, and arbitration costs, including attorney's fees.

Respondent Lawrence Jack Vink did not file a Statement of Answer.

OTHER ISSUES CONSIDERED AND DECIDED

Pursuant to the By-Laws of NASD Dispute Resolution, the Arbitrator determined that Respondent Lawrence Jack Vink was served notice of the Statement of Claim by regular mail, Overdue Notice by certified mail, and Notification of Arbitrator by Federal Express signature required delivery, and is therefore bound by the Arbitrator's ruling and determination.

Respondent Lawrence Jack Vink did not file with the NASD Dispute Resolution a properly executed submission agreement but is required to submit to arbitration pursuant to the Code and is bound by the determination of the Arbitrator on all issues submitted.

The parties participating in this matter agreed that a handwritten, signed Award may be entered.

AWARD

The undersigned Arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows:

- 1) Respondent Lawrence Jack Vink is liable to and shall pay Claimant \$6,500.00 in compensatory damages.
- 2) Respondent Lawrence Jack Vink is liable to and shall pay Claimant \$2,250.00 in interest.
- 3) Claimant's claims against Cohig & Associates, Inc. a/k/a EBI Securities Corporation are dismissed with prejudice.
- 4) Claimant's request for \$325.00 for reimbursement of NASD Dispute Resolution filing fee and deposit for the case to be decided on the papers is denied.
- 5) All requests for attorney's fees are denied.

- 6) NASD Dispute Resolution shall retain the \$ 75.00 filing fee previously deposited with NASD Dispute Resolution by the Claimant.
- 7) The parties shall bear their respective costs.
- 8) All other relief requested and not expressly granted 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	= \$ 75.00
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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 Cohig & Associates, Inc. a/k/a EBI Securities Corporation is a party and the following fees are assessed:

Member Surcharge	= \$ 300.00
Total Member Fees	= \$ 300.00

Forum Fees and Assessments

The Arbitrator assessed a forum fee for each pre-hearing conference conducted. A pre-hearing conference is any meeting between the parties and the Arbitrator. The following fees are assessed:

1 Pre-hearing conference session with the Arbitrator @ \$ 250.00/session	= \$ 250.00
Pre-hearing conference: February 19, 2002 1 session	

Fee for Deciding Case on the Papers	= \$ 250.00
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Total Forum Fees	= \$ 500.00
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1. The Arbitrator assessed \$ 250.00 of the forum fees to Claimant David Rice.
2. The Arbitrator assessed \$ 250.00 of the forum fees jointly and severally to Respondents Cohig & Associates, Inc. a/k/a EBI Securities Corporation and Lawrence Jack Vink.

Administrative Costs

Administrative costs are expenses incurred because a party requested additional services beyond the normal administrative services. These additional services include, but are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, security, and sundry other requests.

Respondent Cohig & Associates, Inc. a/k/a EBI Securities Corporation,
requested tape duplication: =\$ 45.00

Fee Summary

1. Claimant David Rice is charged with the following fees and costs:

Initial Filing Fee	= \$ 75.00
Forum Fees	= \$ 250.00
Total Fees	= \$ 325.00
Less payments	= \$(325.00)
Balance Due NASD Dispute Resolution	= \$ 0.00

2. Respondent Cohig & Associates, Inc. a/k/a EBI Securities Corporation is charged with the following fees and costs:

Member Fees	= \$ 300.00
Administrative Costs	= \$ 45.00
Total Fees	= \$ 345.00
Less payments	= \$(345.00)
Balance Due NASD Dispute Resolution	= \$ 0.00

3. Respondents Cohig & Associates, Inc. a/k/a EBI Securities Corporation and Lawrence Jack Vink are charged jointly and severally with the following fees and costs:

Forum Fees	= \$ 250.00
Balance Due NASD Dispute Resolution	= \$ 250.00

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.

ARBITRATOR

David J. Anderson

Public Arbitrator, Presiding Chair

AFFIRMATION

I, David J. Anderson, do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.

David J. Anderson

7/24/2002
Signature Date

I, David J. Anderson, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein, and who executed this instrument which is my award.

David J. Anderson

7/24/2002
Signature Date

August 7, 2002
Date of Service (For NASD-DR office use only)