

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Sami G. Naber and Wafa S. Naber, (Claimants) vs. Goldman, Lass Securities, Barry Sheldon Lass, and Rimon S. Dahdal, (Respondents)

Case Number: 00-04771

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimants, Sami G. Naber ("S. Naber") and Wafa S. Naber ("W. Naber"), hereinafter collectively referred to as "Claimants": Jenice L. Malecki, Esq., The Law Office of Jenice L. Malecki, New York, NY.

Respondents, Goldman, Lass Securities ("GLS"), Barry Sheldon Lass ("Lass"), and Rimon S. Dahdal ("Dahdal"), hereinafter collectively referred to as "Respondents": John E. Lawlor, Esq., a sole practitioner, Mineola, NY.

CASE INFORMATION

Statement of Claim filed on or about: October 26, 2000.

S. Naber signed the Uniform Submission Agreement: August 21, 2000.

W. Naber signed the Uniform Submission Agreement: August 21, 2000.

Joint Statement of Answer filed by Respondents on or about: January 12, 2001.

GLS signed the Uniform Submission Agreement: December 21, 2000.

Lass signed the Uniform Submission Agreement: December 21, 2000.

Dahdal signed the Uniform Submission Agreement: January 22, 2001.

CASE SUMMARY

Claimants asserted the following causes of action: federal securities law violations; misrepresentations; margin violations; control person liability; failure to supervise; respondeat superior; common law fraud; churning; suitability; breach of fiduciary duty; negligence; and breach of contract. Claimants' claim involved the stocks of Just for Feet and Sonus Network, as well as other unspecified securities.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted the following defenses: Claimants have not suffered any injury, damage, or loss as a result of the actions of Respondents; Claimants' losses, if any, are a result of Claimants' own active and affirmative conduct; Claimants' losses, if any, were due to market conditions over which Respondents had no control and for which they cannot be held responsible; Claimants have failed to mitigate their damages; Claimants are estopped from asserting their claims against Respondents and have waived any claims which they may have had against Respondents; Claimants assumed the risks of the transactions alleged in the Statement of Claim; Claimants have failed to exercise that degree of care and diligence required for their own protection; the Statement of Claim and each count thereof fails to state a claim against Respondents upon which relief can be granted; Claimants are barred from recovery because, by the exercise of ordinary care, Claimants could have avoided and/or mitigated the consequences of any alleged fraud, negligence, or wrongdoing which they allege on the part of Respondents; Claimants were contributorily negligent in causing any injury or damage allegedly sustained; Claimants directly or indirectly authorized, consented to, acquiesced in, or ratified each of the actions and omissions complained of; and Claimants should not be allowed to trade the market on a "heads I win, tails you lose" basis.

RELIEF REQUESTED

Claimants requested:

- a. Compensatory damages in the amount of \$95,000.00;
- b. Attorneys' fees, costs, filing fees, and disbursements;
- c. Punitive damages; and
- d. Such other relief as the Panel deems appropriate.

Respondents requested that the Panel dismiss the Statement of Claim with prejudice, and award Respondents their costs, including attorneys' fees and out-of-pocket disbursements actually incurred.

OTHER ISSUES CONSIDERED AND DECIDED

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, and the post-hearing submissions, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondents be and hereby are jointly and severally liable for and shall pay to Claimants the sum of \$16,642.50 as compensatory damages, plus interest at the rate of 9% per annum accruing from June 26, 1999 until paid.
2. Respondents be and hereby are jointly and severally liable for and shall pay to Claimants the sum of \$23,500.00 as compensatory damages, plus interest at the rate of 9% per annum accruing from January 7, 1999 until paid.
3. Claimants' request for punitive damages is hereby denied.
4. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee	= \$ 225.00
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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 persons at the time of the events giving rise to the dispute. In this matter, Goldman, Lass Securities is a party.

Member surcharge	= \$1,000.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$1,500.00

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:

One (1) Pre-hearing session with Panel x \$750.00	= \$ 750.00
Pre-hearing conference: May 21, 2001	1 session
Four (4) Hearing sessions x \$750.00	= \$3,000.00
Hearing Dates: January 29, 2002	2 sessions
January 30, 2002	2 sessions
Total Forum Fees	= \$3,750.00

1. The Panel has assessed \$1,875.00 of the forum fees jointly and severally against Claimants.
2. The Panel has assessed \$1,875.00 of the forum fees jointly and severally against Respondents.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services including, but not limited to, additional copies of arbitrator awards beyond those provided without charge, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

1. Claimants, requested tapes, \$90.00.

Fee Summary

1. Claimants be and hereby are jointly and severally liable for:

Initial Filing Fee	= \$ 225.00
Forum Fees	= \$1,875.00
<u>Administrative Costs</u>	= \$ 90.00
Total Fees	= \$2,190.00
<u>Less payments</u>	= \$ 975.00
Balance Due NASD Dispute Resolution, Inc.	= \$1,215.00

2. GLS be and hereby is solely liable for:

<u>Member Fees</u>	= \$3,100.00
<u>Total Fees</u>	= \$3,100.00
<u>Less payments</u>	= \$3,100.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

3. Respondents be and hereby are jointly and severally liable for:

<u>Forum Fees</u>	= \$1,875.00
<u>Total Fees</u>	= \$1,875.00
<u>Less payments</u>	= \$1,500.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 375.00

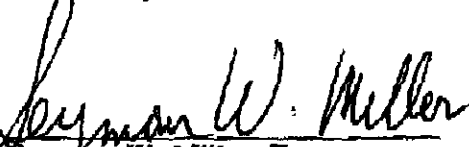
All balances are due and payable to NASD Dispute Resolution, Inc.

ARBITRATION PANEL

Seymour W. Miller, Esq.	-	Public Arbitrator, Presiding Chair
Robert M. Kerrigan, Esq.	-	Public Arbitrator
Henry P. Baer, Esq.	-	Industry Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, 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.


Seymour W. Miller, Esq.
Public Arbitrator, Presiding Chair

4/3/02
Signature Date

Robert M. Kerrigan, Esq.
Public Arbitrator

Signature Date

Henry P. Baer, Esq.
Industry Arbitrator

Signature Date

April 9, 2002

Date of Service (For NASD office use only)

ARBITRATION PANEL

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4-3-02
Signature Date

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Industry Arbitrator

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Robert M. Kerrigan, Esq.
Public Arbitrator

Signature Date


Henry P. Baer, Esq.
Industry Arbitrator

4/6/02
Signature Date

April 9, 2002

Date of Service (For NASD office use only)