

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Joseph D. Keane, (Claimant) vs. Tasin & Co., Inc. and Mitchell Harris Sloane, (Respondents)

Case Number: 01-02554

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant Joseph D. Keane ("Claimant"): John E. Lawlor, Esq., a sole practitioner, Mineola, NY.

Respondent Tasin & Co., Inc. ("Tasin") did not enter an appearance in this matter.

Respondent Mitchell Harris Sloane ("Sloane"): Roger J. Schwartz, Esq., a sole practitioner, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: May 15, 2001.

Claimant signed the Uniform Submission Agreement: May 8, 2001.

Tasin did not file a Statement of Answer or sign a Uniform Submission Agreement.

Statement of Answer and Crossclaim filed by Sloane on or about: July 11, 2001.

Sloane signed the Uniform Submission Agreement: July 11, 2001.

CASE SUMMARY

Claimant asserted the following causes of action: unauthorized trading; unsuitability; failure to supervise; fraud; misrepresentations; negligence; violations of the rules and regulations of the NASD; breach of fiduciary duty; and breach of contract. Claimant's claim involved unspecified CDs and the stocks of Diasys and Microsoft.

Unless specifically admitted in his Answer, Sloane denied the allegations made in the Statement of Claim and asserted the following defenses: Claimant's claims are barred by the applicable statutes of limitation; Claimant was fully and truthfully apprised of all material facts prior to making the subject investments, and recovery by Claimant is therefore barred by his own culpable conduct, including, but not limited to, his own negligence and his voluntary assumption of the risks attendant to his investments; the Statement of Claim fails to state claims for which relief can be granted, including but not limited to the fact that a violation of NASD Conduct Rules is not actionable at the instance of a private litigant; and Claimant's claims are barred by the doctrines of estoppel, waiver, and ratification.

In his Crossclaim, Sloane asserted the following cause of action: indemnification.

RELIEF REQUESTED

Claimant requested: .

- a. Compensatory damages in the approximate amount of \$97,600.00;
- b. Attorneys' fees in an amount to be proven at the hearing;
- c. The costs and disbursements of this proceeding; and
- d. Such other, further, and different relief as to the Panel deems just and proper under the circumstances.

Sloane requested that the Panel issue an Award dismissing the Statement of Claim in its entirety, and awarding him counsel fees and all forum fees, costs, and expenses.

In his Crossclaim, Sloane requested indemnification or contribution against Tasin, and also that the Panel apportion liability in accordance with applicable law.

OTHER ISSUES CONSIDERED AND DECIDED

Upon review of the file and the representations made on behalf of the Claimant, the undersigned arbitrators (the "Panel") determined that Tasin has been properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without Tasin present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

Tasin did not file with NASD Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to the Code and is bound by the determination of the Panel on all issues submitted.

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. Tasin be and hereby is solely liable for and shall pay to Claimant the sum of \$99,851.64 as compensatory damages, plus interest at Chase Manhattan Bank's prime rate plus 2% accruing from June 8, 2000 until the date the award is paid; note that this refers to the Chase Manhattan Bank prime rate that was in effect as of June 8, 2000, encompassing any interest fluctuations that occurred until the date the award is paid in full.
2. Sloane be and hereby is solely liable for and shall pay to Claimant the sum of

\$1,000.00 as compensatory damages, plus interest at Chase Manhattan Bank's prime rate plus 2% accruing from June 8, 2000 until the date the award is paid; note that this refers to the Chase Manhattan Bank prime rate that was in effect as of June 8, 2000, encompassing any interest fluctuations that occurred until the date the award is paid in full.

3. Sloane's Crossclaim is hereby denied in its entirety.
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
Crossclaim filing fee	= \$ 225.00

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: November 30, 2001	1 session

Three (3) Hearing sessions x \$750.00	= \$2,250.00
Hearing Dates: May 30, 2002	2 sessions
May 31, 2002	1 session

Total Forum Fees	= \$3,000.00
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1. The Panel has assessed \$1,000.00 of the forum fees against Claimant.
2. The Panel has assessed \$2,000.00 of the forum fees jointly and severally against Respondents Tasin and Sloane.

Fee Summary

1. Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$ 225.00
Forum Fees	= \$1,000.00
Total Fees	= \$1,225.00

<u>Less payments</u>	= \$ 975.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 250.00

2. Sloane be and hereby is solely liable for:

<u>Crossclaim Filing Fee</u>	= \$ 225.00
Total Fees	= \$ 225.00
<u>Less payments</u>	= \$ 225.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

3. Tasin and Sloane be and hereby are jointly and severally liable for:

<u>Forum Fees</u>	= \$2,000.00
Total Fees	= \$2,000.00
<u>Less payments</u>	= \$ 750.00
Balance Due NASD Dispute Resolution, Inc.	= \$1,250.00

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

ARBITRATION PANEL

Wayne P. Greene, Esq.	-	Public Arbitrator, Presiding Chair
George M. Bulow	-	Public Arbitrator
John W. Thomas, Jr.	-	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.

Wayne P. Greene
Wayne P. Greene, Esq.
Public Arbitrator, Presiding Chair

6/15/02
Signature Date

George M. Bulow
Public Arbitrator

Signature Date

John W. Thomas, Jr.
Industry Arbitrator

Signature Date

July 9, 2002

Date of Service (For NASD office use only)

ARBITRATION PANEL

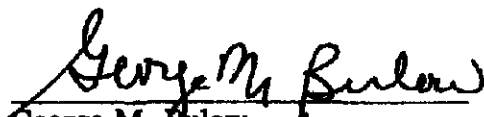
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Wayne P. Greene, Esq.
Public Arbitrator, Presiding Chair

Signature Date



George M. Bulow
Public Arbitrator

6/14/02

Signature Date

John W. Thomas, Jr.
Industry Arbitrator

Signature Date

July 9, 2002

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ARBITRATION PANEL

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George M. Bulow	-	Public Arbitrator
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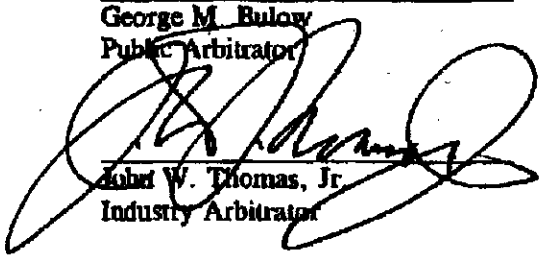
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Wayne P. Greene, Esq.
Public Arbitrator, Presiding Chair

Signature Date

George M. Bulow
Public Arbitrator

Signature Date



John W. Thomas, Jr.
Industry Arbitrator



Signature Date

July 9, 2002

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