

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Alan Frishman (Claimant) v. Moors & Cabot, Inc. (Respondent)

Case Number: 04-00966

Hearing Site: New York, New York

Nature of the Dispute: Customer v. Member.

REPRESENTATION OF PARTIES

Claimant Alan Frishman ("Frishman") hereinafter referred to as "Claimant" appeared *pro se*.

Respondent Moors & Cabot, Inc. ("Moors & Cabot") hereinafter referred to as "Respondent": Sander A. Rikleen, Esq., Edwards & Angell, LLP, Boston, MA.

CASE INFORMATION

Statement of Claim filed on or about: February 11, 2004.

Claimant signed the Uniform Submission Agreement: February 11, 2004.

Statement of Answer filed by Respondent on or about: March 19, 2004.

Respondent signed the Uniform Submission Agreement: March 10, 2004.

CASE SUMMARY

Claimant asserted the following cause of action: failure to execute a stop-loss order.
Claimant's claim involved shares of Winstar.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$20,000.00; punitive damages in the amount of \$4,000.00; and interest in the amount of \$3,600.00.

Respondent requested that the Panel dismiss all claims and allegations, and that Claimant be ordered to pay all costs and attorneys' fees associated with the defense of this proceeding because his claim is based upon alleged fact statements which are untrue (see e.g., 22 NYCRR 130-1.3).

OTHER ISSUES CONSIDERED AND DECIDED

AWARD

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

1. Claimant's claims are hereby denied in their entirety.
2. Any and all relief not specifically addressed herein, including punitive damages, is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee = \$125.00

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. Accordingly, Moors & Cabot, Inc. is a party.

Member surcharge = \$425.00

Forum Fees and Assessments

The Arbitrator has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) Pre-hearing sessions with the sole arbitrator @ \$450.00 = \$ 900.00

Pre-hearing conferences:	May 24, 2004	1 session
	June 28, 2004	1 session

Two (2) Hearing sessions @ \$450.00 = \$ 900.00

Hearing Date: June 30, 2004 2 sessions

Total Forum Fees = \$1,800.00

1. The Arbitrator has assessed \$900.00 of the forum fees against Claimant.
2. The Arbitrator has assessed \$900.00 of the forum fees against Respondent.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 125.00
<u>Forum Fees</u>	<u>= \$ 900.00</u>
Total Fees	= \$1,025.00
<u>Less payments</u>	<u>= \$ 575.00</u>
Balance Due NASD Dispute Resolution	= \$ 450.00

2. Respondent is solely liable for:

Member Fees	= \$ 425.00
<u>Forum Fees</u>	<u>= \$ 900.00</u>
Total Fees	= \$1,325.00
<u>Less payments</u>	<u>= \$ 425.00</u>
Balance Due NASD Dispute Resolution	= \$ 900.00

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.


ARBITRATOR

Lawrence A. Pittore, Esq.

- Sole Public Arbitrator

Arbitrator's Signature

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 is which is my award.



Lawrence A. Pittore, Esq.
Sole Public Arbitrator

7/2/04
Signature Date

July 2, 2004
Date of Service (For NASD Dispute Resolution use only)