

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

IN THE MATTER OF THE ARBITRATION BETWEEN	:	
Eugene Passer	:	
	:	
	:	
vs.	:	Case #87-00655
	:	
	:	
	:	AWARD
Blinder Robinson & Co., Inc.	:	
	:	
	:	
vs.	:	
	:	
	:	
Doran Greene	:	
	:	
	:	
	:	
Third-Party	:	
Respondent	:	

### CASE SUMMARY

Claimant Eugene Passer alleged that the Respondent Blinder Robinson & Co., Inc., acting through its employees, misrepresented with the intent to deceive, and fraudulently induced the Claimant to purchase specific securities. Specifically, the Claimant alleged that some of Respondent's employees intentionally misrepresented the differential between the bid and ask prices of specific securities, and promised the Claimant significant annualized profits. Claimant alleged that it was based on these misrepresentations that he purchased the various securities recommended.

Respondent Blinder Robinson denied all allegations made by the Claimant. Respondent contended that it always acted properly and supervised its employees to the best of its ability. Respondent asserted a third party claim against Doran Greene and alleged that if any liability exists it should be borne by Greene, an employee who made the alleged misrepresentations, and not by Blinder Robinson who committed no wrongdoing. Respondent Greene contended she had no knowledge of most of the transactions complained of because she was not employed by Respondent Blinder Robinson during the time most of the alleged misrepresentations took place, and contended that she would never make such misrepresentations or promises.

**RELIEF REQUESTED**


Claimant Eugene Passer requested actual damages of \$2295.00, plus interest. Respondent Blinder Robinson & Co., Inc. requested dismissal of the Statement of Claim in its entirety, or for judgment against Respondent Doran Greene for any and all damages owed by Respondent Blinder Robinson to the Claimant. Respondent Doran Greene requested dismissal of all claims made against her.

AWARD

On January 29, 1990, the undersigned arbitrator heard the controversy between the parties as set forth in submissions to arbitration signed by Claimant Eugene Passer on April 15, 1987, and by Respondent Blinder Robinson & Co., Inc. on September 9, 1987 and not signed by Third Party Respondent Doran Greene. The hearing was conducted at the offices of the National Association of Securities Dealers, Inc. located in New York City, New York and consisted of one (1) hearing session. The arbitration panel, having considered the pleadings, the testimony, and the evidence presented at the hearing, has determined in full and final resolution of the issues submitted for determination as follows:

1. In accordance with Section 25 of the NASD's Code of Arbitration Procedure, the Respondent Doran Greene was served with the pleadings, and an Answer was filed with the NASD.
2. In accordance with Sections 21 and 26 of the NASD's Code of Arbitration Procedure, Respondent Doran Greene was given due notice of the hearing procedure by regular and certified mail.
3. The arbitration panel determined that in light of the foregoing information, Respondent Doran Greene had ample notice of the proceeding and that jurisdiction existed over Respondent Doran Greene in spite of her absence at the hearing in this matter.
4. All claims against Respondent Blinder, Robinson & Co., Inc. be and hereby are dismissed in their entirety.
5. All claims and third party claims against Respondent Doran Greene be and hereby are dismissed in their entirety.
6. The parties each shall bear their respective costs including attorney's fees.
7. Pursuant to Section 43 of the Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. shall retain the \$25.00 filing fee previously deposited by the Claimant as costs of the one (1) hearing session conducted in this matter.

CONCURRING ARBITRATOR

  
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HARRY LEWIS

Dated: February 27th, 1990