

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between
JUDITH K. FIVIAN
and
BLINDER ROBINSON & CO., INC.
and STEVEN R. NICKLES
Respondents

CASE NO. 88-02031

CASE SUMMARY

Judith K. Fivian ("Claimant") alleges that Blinder Robinson & Co. ("Respondent Blinder") and Steven R. Nickles ("Respondent Nickles") failed to inform Claimant of material facts relating to investments in Telstar Corporation, Amereco Environmental Services and Comera Enterprises. Claimant further alleges unauthorized transactions in her account by Respondent Nickles.

Respondent Nickles generally denies the allegations contained in the Statement of Claim. Respondent Nickles states that he did not coerce claimant into purchasing stocks. Respondent Nickles states that Claimant was given all current information on all stocks and no misrepresentations were made to Claimant.

Respondent Blinder generally denies the allegations of wrongdoing contained in the Statement of Claim. Specifically, Respondent Blinder states affirmatively that Claimant has failed to state a claim upon which relief can be granted. Further, the damages sought by Claimant are speculative, remote and unsupported by competent evidence. Respondent Blinder alleges and affirmatively states that Claimant is barred from recovery based on her failure to exercise due diligence, failure to timely object to the transactions complained of and failure to mitigate her damages. Further, the Claimant is barred from recovery based on the Doctrine of Estoppel, Waiver, Ratification and laches. Respondent Blinder further states that Claimant contributed to or caused the losses in her account through her own conduct and fault.

Respondent Blinder cross-claims against Respondent Nickles and alleges that if the claimant's allegations are deemed to be true, then Respondent Nickles' activities and conduct was outside the scope of his employment and beyond the reasonable area of supervision by Respondent Blinder. Respondent Blinder alleges breach of a written contract between Respondent Blinder and Respondent Nickles dated January 16, 1986 ("Agreement"). Further, Respondent Blinder alleges that Respondent Nickles breached his fiduciary duties owed to Respondent Blinder as a result of his association with Respondent Blinder as a registered representative.

Respondent Blinder states that if the allegations in the Statement of Claim are deemed to be true, then pursuant to the Agreement, Respondent Nickles is required to indemnify Respondent Blinder for any and all liability which may be owed to Claimant.

Respondent Nickles generally denies the allegation set forth in Respondent Blinder's cross-claim.

RELIEF REQUESTED

Claimant requests damages in the amount of \$17,370.00. Respondent Nickles requests that the claim be dismissed. Respondent Blinder requests that the claim be dismissed and for further relief as is deemed just and proper. In the alternative, Respondent Blinder cross-claims against Respondent Nickles for indemnification for any and all damages owed by Respondent Blinder to the Claimant and for any further relief as is just.

AWARD

On January 24, 1990, in Chicago, Illinois during a hearing lasting two sessions, the undersigned arbitrators heard the controversy between the parties as set forth in submissions to arbitration signed on June 8, 1988 by Claimant Judith K. Fivian, on August 23, 1988 by Steven Theys, Sr., V.P. on behalf of Respondent Blinder Robinson & Co., Inc. and on August 24, 1988 by Respondent Steven R. Nickles.

The arbitration panel, having considered the pleadings, the testimony, and the evidence presented at the hearing, has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent Steven R. Nickles is liable for and shall pay damages to Claimant Judith K. Fivian in the amount of Eleven Hundred Dollars and No Cents (\$1,100.00);
2. Respondent Blinder Robinson & Co., Inc. shall pay to Claimant Judith K. Fivian the filing fee previously paid by her in the amount of Four Hundred Dollars and No Cents (\$400.00);

3. The claim for interest is hereby denied; and

4. Pursuant to Section 43(b) of the Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. shall retain as forum fees, the \$400.00 fee previously deposited with the NASD by the Claimant Judith K. Fivian.

By the Panel

Dated: 2/2/90

/S/ Robert C Bonges
Robert C. Bonges
Presiding Chair

Dated: _____

/S/ _____
James E. Hanlon, Esq.

Dated: _____

/S/ _____
Randall B. Gold, Esq.

3. The claim for interest is hereby denied; and

4. Pursuant to Section 43(b) of the Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. shall retain as forum fees, the \$400.00 fee previously deposited with the NASD by the Claimant Judith K. Fivian.

By the Panel

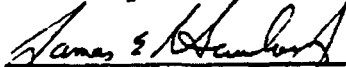
Dated: _____

/S/

Robert C. Bonges
Presiding Chair

Dated: 2/12/90

/S/


James E. Hanlon, Esq.

Dated: _____

/S/

Randall B. Gold, Esq.

3. The claim for interest is hereby denied; and

4. Pursuant to Section 43(b) of the Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. shall retain as forum fees, the \$400.00 fee previously deposited with the NASD by the Claimant Judith K. Fivian.

By the Panel

Dated: _____ /S/ _____
Robert C. Bonges
Presiding Chair

Dated: _____ /S/ _____
James E. Hanlon, Esq.

Dated: 2/1/90 /S/ Randall B. Gold
Randall B. Gold, Esq.