

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between

Connie Hickman

Claimant

and

Blinder Robinson & Co., Inc. and  
David Mundy

Respondents

A W A R D

88-2401

CASE SUMMARY

In a claim filed with the NASD on July 27, 1988, Claimant Connie Hickman ("Hickman") alleged that Respondents Blinder Robinson and Co., Inc. ("Blinder Robinson") and David Mundy ("Mundy") made unauthorized trades and improperly executed or failed to execute certain trades in her securities account pursuant to her instructions. This resulted in damages to Hickman.

Blinder Robinson denied liability to Hickman and asserted a cross-claim against Mundy for indemnification. Mundy did not answer the claim or cross-claim.

RELIEF REQUESTED

Hickman requested rescission of certain stock purchases made in her securities account maintained at Blinder Robinson and damages in the amount of \$8,610.39. Blinder Robinson asked dismissal of the claim in its entirety, or in the alternative, judgment over against Mundy in the event Blinder Robinson was found liable on Hickman's claim.

AWARD

On Monday, June 19, 1989 in St. Louis, Missouri, during a hearing lasting two sessions, the undersigned arbitrator heard the controversy between the parties as set forth in submissions to arbitration signed on July 20, 1988 by Claimant Connie Hickman and on March 2, 1988 by Harvey A. Cohen on behalf of Respondent Blinder Robinson & Co., Inc. Respondent David A. Mundy did not execute a submission to arbitration or file an answer to the claim. Mundy appeared at the hearing and testified. Mundy was also an associated person of an NASD member

firm at the time of the transactions which gave rise to the instant dispute. Pursuant to the NASD By-laws and Section 12 of the NASD Code of Arbitration Procedure, Mundy is required to submit to arbitration at the request of a public customer. Mundy is therefore bound by the arbitrators' decision on all issues submitted and acknowledged this fact on the record.

The arbitrator, 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. Blinder Robinson and Mundy are jointly and severally liable for, and shall pay to Hickman, the sum of Eight Thousand Six Hundred Ten Dollars and Thirty Nine Cents (\$8,610.39);

2. Prior to payment of the above-stated sum, Hickman shall tender to Blinder Robinson, in negotiable form, all stock certificates of Allertech, Executive Capital and Blinder International Enterprises;

3. Simple interest at the rate of 9% per annum is awarded on the sum awarded Hickman from and inclusive of April 19, 1987 to and inclusive of the date this award is paid;

4. The cross-claim asserted against Mundy by Blinder Robinson shall be and is hereby dismissed in its entirety;

5. The parties shall each bear their respective costs and expenses including any attorney's fees incurred in this matter; and

6. Pursuant to Section 43(b) of the Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. shall refund the \$200.00 filing fee previously deposited with the NASD by Hickman and Blinder Robinson is assessed and shall pay to the NASD as forum fees, the sum of \$400.00.

Presiding Arbitrator

Dated: July 6, 1989

/S/ Ninian M. Edwards