

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant(s)

Camie Daniel, Alan Corleone and Right Trucking Lines Ltd.,

89-02655

Name of Respondent(s)

Bear Stearns & Company
Sandy Kunkle and
Sheldon Goodman

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. (NASD") on or about September 19, 1989, Claimant Camie Daniel, Alan Corleone and Right Trucking Lines, Ltd. ("Claimants") alleged that Respondent Sandy Kunkle ("Kunkle") executed a sale of Tarn Pure Technologies Corp. stock and failed to inform Claimants that the quoted price for the trade was in Canadian dollars which resulted in Claimants receiving \$250.00 less in proceeds than expected. Additionally, Claimants alleged that Kunkle and Respondents Bear Stearns & Co. ("Bear Stearns") failed to inform Claimants that there would be a \$1500.00 charge for the sale of Claimant's interest in Marriott Courtyard Hotel Properties L.P. II.

In a joint statement of answer filed with the NASD on or about May 21, 1990, Bear Stearns and Respondent Sheldon Goodman ("Goodman") denied the allegations of the claim. Bear Stearns and Goodman alleged that Claimants were on notice that a conversion was necessary from Canadian to U.S. dollars and the Claimants knew the Tarn Pure stock was purchased on the Canadian exchange. Bear Stearns and Goodman also asserted that Kunkle explained to Claimants that the purchase price quoted was in Canadian dollars. Bear Stearns alleged that Kunkle also informed Claimants that the limited partnership interest was highly illiquid and that if a buyer was found that a

transaction fee would be charged. Goodman alleged that he should not be a party, that he had no involvement until after the fact and that he was involved because Claimants did not like the contents of a letter he wrote to Claimants. Kunkle filed a separate answer on or about May 24, 1990 and essentially alleged the same defense that Bear Stearns and Goodman stated.

RELIEF REQUESTED

Claimants requested damages of \$1750. Bear Stearns, Goodman and Kunkle requested dismissal of the claim and requested that costs of the proceeding be assessed against Claimants.

OTHER ISSUES

Bear Stearns and Goodman argued at the hearing that Goodman should be dismissed as a party because he was named improperly and was acting in his capacity as a compliance officer of Bear Stearns. The arbitrator took this issue under advisement and indicated he would decide this issue when he decided the merits of the case. Prior to the conclusion of the hearing, the Claimants agreed to dismiss Goodman as a party since he was acting as a compliance officer. Claimants also orally amended their claim prior to the close of the hearing to withdraw the request for damages on the Tarn Pure Stock. Therefore, Claimants only sought damages for the partnership sale.

AWARD

On Monday, February 25, 1991 in Chicago, Illinois during a hearing lasting one (1) session, the undersigned arbitrator heard the controversy between the parties as set forth in submissions to arbitration signed on January 8, 1989 by Claimants Camie Daniel, individually and on behalf of Right Trucking Lines, Ltd. and Alan Corleone, by Raymond L. Aronson on behalf of Respondent Bear Stearns & Co. on May 18, 1990 and on May 17, 1990 by Respondent Sandra Kunkle.

Respondent Sheldon Goodman did not file with the NASD a properly executed submission to arbitration but is required to submit to arbitration pursuant to Section 12 of the NASD Code of Arbitration Procedure and having answered the claim, appeared and testified at the hearing is bound by the determination of the arbitration panel on all issues submitted.

After considering the pleadings, the testimony, and the 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 denied and dismissed in their entirety;
2. The parties shall each bear their respective costs, expenses and attorney's fees incurred in this matter; and
3. Pursuant to Section 43(c) of the Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. shall retain the hearing session deposit in the amount of \$25.00 previously deposited with the NASD by the Claimants. No additional forum fees are assessed.

Dated: February 25, 1991

Presiding Chair

Robert L. Agosto
Robert Agosto

Date Served: 2-27-91