

N.A.S.D. STIPULATED AWARD**NATIONAL ASSOCIATION OF SECURITIES DEALERS****National Association of
Securities Dealers, Inc.
NASD Financial Center
33 Whitehall Street
New York, New York 10004**

In the Matter of the Arbitration Between**Name of Claimant(s)****Scott Koppelman****90-01573****Name of Respondent(s)****Rod Odom**

REPRESENTATION**For Claimant: Joseph W. Prokop of Prokop and Prokop.****For Respondent: Richard J. Bennett, Attorney at Law.****CASE INFORMATION****Statement of Claim filed: June 4, 1990.****Claimant's Submission Agreement signed on: May 22, 1990.****Statement of Answer filed by Respondent, Rod Odom, on: June 10, 1991.****Respondent Odom did not execute a submission agreement, but he did submit an answer and was represented by counsel at the hearing. Pursuant to Section 12(a) of the Code of Arbitration Procedure, the Presiding Arbitrator exercised her jurisdiction over Respondent Odom.****HEARING INFORMATION****Hearing Date/Session: October 17, 1991 - one session****Hearing Location: NASD Office, New York City.****CASE SUMMARY****Claimant Scott Koppelman ("Claimant") alleged that on February 14, 1989, he told Respondent Rod Odom ("Respondent") to sell at market his entire position of 642,500 shares of stock in Affiliated National Corp. ("Affiliated")**

Claimant alleged that Respondent verbally confirmed to Claimant that his shares had been executed at prices between \$.08 and \$.065. Claimant alleged that he had received a confirmation for only 300,000 shares and that he never received a confirmation statement for the remaining 342,500 shares. Claimant alleged that he later learned that Respondent's employer had filed for bankruptcy and that the remainder of Claimant's trade had not cleared and that their was an unauthorized purchase of Eagle Pharmaceutical ("Eagle") in Claimant's account. Claimant alleged that Respondent had falsely represented to Claimant that his stock had been sold and that Respondent made the unauthorized purchase of Eagle in Claimant's account.

Respondent maintained that the purchase of the Eagle stock was authorized by Claimant and was executed pursuant to Claimant's instructions. Respondent maintained that Claimant on February 14, 1989, requested that Respondent sell 600,000 shares of Affiliated and that the order was put through by Respondent based on the normal operating procedures and that to the best of Respondent's knowledge these orders went through. Respondent maintained that due to the closing of his employer and due to the fact that government officials seized various records, he never knew what happened to the order tickets. Respondent maintained that he properly placed all trades for the Claimant and that if the trades were not placed by the trading department at Investor Center, Inc., Respondent's old employer, that it is unreasonable to hold Respondent liable for events that were beyond his control. Respondent further maintained that he made know fraudulent representations and that he committed no fraud.

RELIEF REQUESTED

Claimant requested: compensatory damages in the amount of \$18,837.50, plus interest from February 14, 1989, together with legal fees and costs and disbursements of the Claimant.

Respondent requested: That Claimant's claim be dismissed in its entirety and that the Arbitrator award Respondent the legal fees he expended in the defense of this matter.

OTHER ISSUES CONSIDERED & DECIDED

At the hearing on October 17, 1991, the parties placed on the record the terms of their stipulated award and requested that the Arbitrator sign this stipulated award. The Arbitrator having considered the parties request and having heard the parties Stipulation for Entry of Arbitration Award granted the parties request.

The parties also noted at the Hearing on October 17, 1991, that all claims

between Claimant and Respondent Wall Street Clearing Co. have been settled and are not considered a part of this stipulated award.

AWARD

After considering the pleadings and the Stipulation for Entry of Arbitration Award, the undersigned arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. That Respondent has agreed to make two payments to the Claimant in the amounts of \$2,000.00 each. The first payment of \$2,000 shall be paid on or before November 17, 1991 and the second payment of \$2,000 is to be paid on or before December 17, 1991.
2. In the event that Respondent fails to comply with any the terms set forth above, Respondent agrees to a confession of judgment in the amount of \$4,000 if either payment is not made timely, the parties agree that Claimant may file a Motion to Confirm this Stipulated Award in the appropriate court.
3. Claimant and Respondent agree that they will not pursue any civil action arising from this claim.

FORUM FEES

Pursuant to Section 43(c) of the Code of Arbitration Procedure, the NASD will retain all fees previously submitted to cover the cost of the forum fees incurred in this matter.

Arbitrator's Signature
Name

Public/Industry


Anne Cugliani

public arbitrator

Date of Decision: 12/6/91