

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between

George Loukides

Claimant

vs.

George Bauer

Respondent

CASE #91-01009
AWARD

CASE SUMMARY

Pro Se Claimant, George Loukides, in a claim filed with the National Association of Securities Dealers, Inc. on April 2, 1991, alleged that Respondent George Bauer of Legg Mason Wood Walker, Inc. misled him into investing in a security known as First Executive Corp. Series G Conv. PFD stock. Claimant further alleged that this investment did not meet his investment objective, which was to receive the highest interest possible with minimum risk to his principle.

Respondent George Bauer, pro se, maintained that he acted diligently to provide investment recommendations consistent with Claimant George Loukides' objectives of high yield returns with minimal risks. Respondent further maintained that the Claimant continued to hold his investment even after a decline in the security took place; therefore, the Claimant was aware of his risks.

RELIEF REQUESTED

Claimant George Loukides, requested actual damages of Ten Thousand Dollars and no Cents (\$10,000.00).

Respondent, George Bauer, requested the claims of the Claimant be dismissed.

AWARD

Pursuant to Section 13 of the National Association of Securities Dealers, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Leland M. Cheskis, was selected to review and determine the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on March 28,

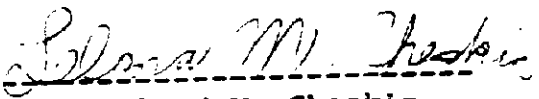
1991 and by the Respondent on May 7, 1991, respectively;

And, that the Arbitrator, having considered the proof of the Parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. Respondent, George Bauer, is liable and shall pay to the Claimant the sum of Ten Thousand and no Cents (\$10,000.00).
2. The One Hundred Fifty Dollar (\$150.00) filing fee previously deposited with the NASD by the Claimant shall be retained by the NASD and is assessed against the respondent, George Bauer, who shall pay One Hundred Fifty Dollars (\$150.00) to the claimant as reimbursement.
3. The parties shall bear their respective costs.

AFFIRMATION

I, Leland M. Cheskis, do hereby affirm upon my oath as arbitrator that I am the individual described herein and who executed this instrument, which is my oath and award.


Leland M. Cheskis

DATED: December 2 1991

DATED BY THE NASD, INC.: January 14, 1992