

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between :

Metro T. Butner :

Claimant :

vs. :

Anthony Crupi :

Respondent :
-----CASE #91-03055
AWARDCASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on October 1, 1991, Claimant, Metro T. Butner who appeared Pro Se, alleged that in January 1989 Respondent Anthony Crupi, Financial Consultant with Shearson Lehman Hutton highly recommended and solicited the purchase of MFS Lifetime Government Income Plus Trust ("MFS") whereby Respondent advised Claimant to redeem his holdings in the SLH Portfolio Government to pay for the MFS purchase. Claimant further alleged that Respondent failed to advise him that the MFS was a long term investment and that these trades would subject his account to penalties. Claimant contended that Respondent recommended these trades to churn his IRA account to generate commissions. Claimant further contended that Respondent's inappropriate handling of his account caused him to incur losses due to penalties, service charges and termination fees.

Respondent, Anthony Crupi who appeared Pro Se, maintained that Claimant Metro T. Butner became his client when the Red Bank, New Jersey branch office of E.F. Hutton closed and Claimant's account was assigned to him at the Toms River branch office, whereby Respondent did not receive any original account documentation on Claimant's holdings, at which time, Respondent contacted Claimant to notify him that he would be handling his account. Respondent further maintained that he recommended to Claimant the purchase of MFS Lifetime Government Income Plus Trust because it was similar to Claimant's holding in the SLH Portfolio Government in that they both were conservative investments with descending loads and Respondent recommended that Claimant redeem his SLH Portfolio Government to make the purchase of MFS. Respondent contended that he advised Claimant that the MFS Lifetime Government Income Plus Trust was a long term investment and sent Claimant a prospectus on

the security. Respondent further contended that when he made this recommendation to Claimant, he advised Claimant that he would incur a redemption fee and Claimant did not object since he was redeeming the SLH security at a profit. Respondent asserted that Claimant gave him the authorization to liquidate his SLH Portfolio Government and proceed with purchase of the MFS security with the full knowledge that it was a long term investment. Respondent further asserted that Claimant received confirmation for these trades as well as another prospectus on the MFS Lifetime Government Income Plus Trust and Claimant never notified Respondent of his dissatisfaction. Respondent argued that nearly three years have passed since these transactions and his recommendation to invest in MFS was sound and based solely on the belief that Claimant's IRA would increase in value, therefore, Respondent is not liable for Claimant's own investment decision, in addition to Claimant's failure to mitigate his losses.

RELIEF REQUESTED

Claimant, Metro T. Butner requested \$5,363.00 in actual damages.

Respondent, Anthony Crupi requested the claim be denied.

AWARD

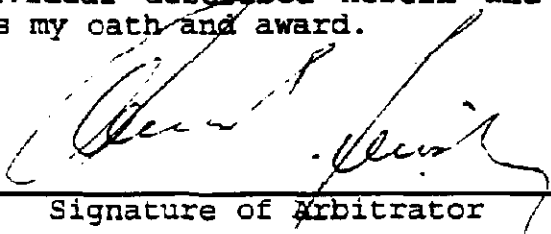
Pursuant to Section 13 of the National Association of Securities Dealers, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Arnold Linsky, was selected to review and determine the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on September 27, 1991 and by the Respondent on June 2, 1992.

And, 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. The claim of Claimant Metro T. Butner against Respondent Anthony Crupi is dismissed.
2. The parties shall bear their respective costs.
3. The \$150.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant Metro T. Butner shall be retained by the NASD, Inc.

AFFIRMATION

I, **ARNOLD LIMSKY**, 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.



Signature of Arbitrator

DATE OF DECISION: August 13, 1992

STATE OF:

NEW JERSEY

SS:

COUNTY OF: MONMOUTH

On this 7 day of August, 19 92, before me personally appeared **Arnold Limsky** to me known and known before me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.



DONNA MASERA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 9, 1994