

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between

Name of Claimant

Christopher Suor

No. 92-00834

Names of Respondents

Shearson Lehman Brothers, Inc.
Matthew Quall

REPRESENTATION

Claimant, Christopher Suor was represented by Edna Salan Epstein, Esq. of Chicago, Illinois.

Respondents, Shearson Lehman Brothers, Inc. and Matthew Quall were represented by Robert J. Kuker, Esq. of Neal, Garber & Eisenberg, Chicago, Illinois.

CASE INFORMATION

The Statement of Claim was filed with the National Association of Securities Dealers, Inc. ("NASD") on March 10, 1992.

Claimant's Submission Agreement was signed by Christopher Suor on October 10, 1992.

The Joint Statement of Answer was filed with the NASD by Respondents, Shearson Lehman Brothers, Inc. and Matthew Quall on May 26, 1992.

Respondent, Shearson Lehman Brothers, Inc.'s Submission Agreement was signed by William A. Eohauser, Vice-President on May 21, 1992.

Respondent, Matthew Quall's Submission Agreement was signed by Matthew Quall on August 11, 1992.

HEARING INFORMATION

The hearing took place on September 30, 1992 and lasted for two (2) hearing sessions.

The hearing location was Chicago, Illinois.

CASE SUMMARY

Claimant, Christopher Suor ("Suor") alleged that Respondent, Shearson Lehman Brothers, Inc. ("Shearson") through its agent, Respondent, Matthew Quall ("Quall") made unsuitable investment recommendations and misrepresented the state of Suor's accounts in connection with his June 11, 1991 purchase of 400 shares of Columbia Gas stock.

Specifically, Suor contended that Shearson and Quall highly recommended the purchase of Columbia Gas stock as a safe investment opportunity despite the fact that the stock had previously been taken off Shearson's recommended buy list. Furthermore, Suor contended that Shearson and Quall did not notify him of the drop in the value of Columbia Gas stock until it was too late to minimize his losses.

Shearson and Quall denied each and every material allegation contained in the Statement of Claim and further denied liability of any kind to Suor. Shearson and Quall asserted that they had provided Suor with available information concerning Columbia Gas. Shearson and Quall further contended that the decline in Columbia Gas had been unforeseeable.

RELIEF REQUESTED

Suor requested damages in the amount of \$8,190.00.

Shearson and Quall requested that the Statement of Claim be dismissed in its entirety and that they be awarded their costs, including attorneys' fees.

OTHER ISSUES CONSIDERED AND DECIDED

The parties have agreed that the Award in this matter may be executed by counterpart copies or that a handwritten, signed Award may be entered. In either case, the parties have agreed to receive conformed copies of the Award while the original remains on file with the NASD.

AWARD

After considering the pleadings, the testimony and the evidence presented at the hearing, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:


1. Shearson and Quall are jointly and severally liable for and shall pay to Suor, the sum of Seven Thousand Fifty Dollars and No Cents (\$7,050.00); and,

2. The parties shall each bear their own costs, expenses and attorney's fees incurred in this matter.

FORUM FEES

Pursuant to Section 43(c) of the NASD Code of Arbitration Procedure (the "Code"), the NASD shall retain the nonrefundable filing fee in the amount of \$75.00, and shall retain the hearing session deposit in the amount of \$200.00 previously paid to the NASD by the Claimant. Additional Forum Fees in the amount of \$200.00 are assessed against and shall be paid to the NASD by Shearson. Forum Fees were assessed at the rate of \$200.00 per hearing session for two hearing sessions.

By The Presiding Arbitrator:



Barry E. Singh, Esq.
Public Arbitrator
Chairperson

Dated:

October 5, 1992

Date served by the NASD: 10-5-92