



Arbitration

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

National Association of
Securities Dealers, Inc.
NASD Financial Center
33 Whitehall Street
New York, N.Y. 10004
FAX (212) 858-4389

In the Matter of the Arbitration Between

Name of Claimant

Scott Belodoff

92-01207

Name of Respondents

Rosenkrantz Lyon & Ross
Michael Eisenberg

REPRESENTATION

For Claimant Scott Belodoff ("Claimant"): Bruce Belodoff.

For Respondent Rosenkrantz Lyon & Ross ("RLR"), now known as Josephthal Lyon & Ross, Incorporated: Robert Moses, of Josephthal Lyon et al.

Respondent Michael Eisenberg ("Eisenberg") did not appear at the hearing, nor was he represented by counsel.

CASE INFORMATION

Statement of Claim filed: April 7, 1992.

Claimant's Submission Agreement signed on: April 6, 1992.

Statement of Answer filed by Respondent RLR on: May 28, 1992.

Respondent RLR's Submission Agreement signed on: May 26, 1992.

Statement of Answer filed by Respondent Eisenberg on: July 20, 1992. As required, pursuant to Section 25 of the Code of Arbitration Procedure, Eisenberg did not execute a Submission Agreement.

HEARING INFORMATION

Hearing Date/Session: April 20, 1993/1 session.

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Hearing Location: NASD, New York, New York.

CASE SUMMARY

Claimant alleged that on or about July 30, 1990, he placed an order to sell five hundred (500) units of Projectavision, Inc. at no less than \$5.25. Claimant further alleged that on the day he placed his order the Projectavision units traded below a bid price of \$5.25 and despite repeated phone calls from Claimant to Respondents the orders were not executed until August 9, 1990, by which time the price of the security had dropped. Finally, Claimant alleged Respondents negligently, wrongfully or recklessly failed to execute his order and breached the fiduciary duty owed to him.

Respondent RLR alleged that Claimant purchased five hundred (500) units of Projectavision, Inc. on the trade date of July 24, 1990 for settlement on July 31, 1990 and the aggregate cost of the purchase was \$2,625.00 which was received on July 31, 1990 for deposit in his account. RLR denied that Claimant placed a bona fide sell order at a time when it could have been executed "---at no less than 5.25". RLR maintained Claimant could have reduced his limit to meet the contemporaneous market for the units at any time up to August 9, 1990 as he did on that date when he authorized the sale at 3 1/2. RLR asserted that at no time did Josephthal Lyon & Ross, Inc. fail to execute any customer sell order, including Claimant's, provided it was consistent with the market. RLR denied Josephthal Lyon & Ross Inc. acted negligently, wrongfully or recklessly or breached any duty owed to Claimant with respect to any bona fide sell order.

Respondent Eisenberg maintained that on or about July 30, 1990, Claimant discussed the possibility of liquidating five hundred (500) units of Projectavision, Inc. Eisenberg alleged he and Claimant mutually determined to continue to hold these securities in anticipation of a higher price. Eisenberg maintained he called Claimant on August 8, 1990 to inform him that the units of Projectavision dropped in price to 4 and 7/8 and informed him that the units could go lower. Eisenberg alleged he and Claimant mutually determined to sell the units at market and he then submitted a ticket to the back office indicating sell at market. Eisenberg asserted the trade was executed the following day at a price below the prevailing market price.

RELIEF REQUESTED

Claimant requested: actual damages in the amount of \$825.00, plus interest from July 30, 1990; attorneys' fees; costs and disbursements.

Respondent requested: the claim be dismissed in its entirety; and costs.

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Respondent Eisenberg made no formal plea for relief.

OTHER ISSUES CONSIDERED & DECIDED

In this case, the parties present at the hearing have agreed to receive a conformed copy of the Award while the original remains on file with the NASD.

Pursuant to the by-laws of the NASD, the arbitrator determined that Respondent Eisenberg, was required to submit to this arbitration and, therefore, was bound by this arbitrator's rulings and determinations.

AWARD

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

1. Respondents Rosenkrantz Lyon & Ross and Michael Eisenberg are hereby liable, jointly and severally, and shall pay to Claimant Scott Belodoff the sum of \$687.50;
2. All other claims are denied;
3. All parties shall bear their own expenses, including attorneys' fees, except that Respondents Rosenkrantz Lyon & Ross and Michael Eisenberg are hereby liable, jointly and severally, and shall pay to Claimant Scott Belodoff the sum of \$15.00. Said amount to reimburse to Claimant the \$15.00 hearing session deposit previously paid to the NASD by Claimant.

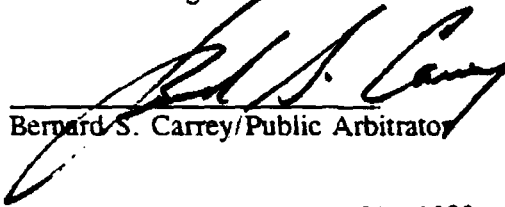
FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the NASD shall retain the \$15.00 non-refundable filing fee previously deposited by Claimant and the following Forum Fees are assessed.

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1 session X \$15.00 = \$15.00 minus hearing session deposit of \$15.00 = net \$0.00 due.

Arbitrator's Signature

A handwritten signature in black ink, appearing to read "Bernard S. Carrey", is written over a horizontal line.

Bernard S. Carrey/Public Arbitrator

Date of Decision: May 24, 1993

STATE OF

COUNTY OF

On this 1st day of May, 1993, before me personally appeared Bernard S. Carrey known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that she/he executed the same.

Joseph C. Circo

