

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant(s)

Michael Braverman

Case No. 92-02611

Name of Respondent(s)

Larry Hechtman

REPRESENTATION

For Claimant, Michael Braverman ("Braverman"): Adrienne George-Eliades, Esq., and Mark Raymond, Esq. of Tew and Garcia-Pedrosa.

For Respondent, Larry Hechtman ("Hechtman"): Lloyd R. Schwed, Esq. of Carlson Bales & Schwed.

CASE INFORMATION

Statement of Claim filed: August 5, 1992. Claimant's Submission Agreement signed on: July 24, 1992.

Respondent's Statement of Answer filed: October 30, 1992. Respondent's Submission Agreement signed: November 13, 1992.

HEARING INFORMATION

On June 28, 1993, in Fort Lauderdale, Florida, a Pre-Hearing Conference lasting 1 session was conducted via telephone conference call with an arbitrator.

On June 30, 1993, in Fort Lauderdale, Florida, a hearing lasting 2 sessions was conducted.

CASE SUMMARY

Claimant alleged that he had no prior experience in the stock market and no experience in stock options, when he was dealing with Respondent as his broker; that Respondent bought "L.A. Gear" stock for him without his knowledge or permission; that Claimant signed an Option Agreement in blank, and that Respondent then filled in the signed Option Agreement with false information.

Respondent denied all allegations of wrongdoing and alleged that Claimant is a wealthy and sophisticated investor; that Claimant specifically authorized and approved each purchase and sale in his account, including the purchase of L.A. Gear stock, before the order tickets were submitted.

Respondent Hechtman filed a Counterclaim, and alleged that the Statement of Claim is a complete fabrication and that Respondent should be awarded attorney's fees and costs for having to defend himself.

RELIEF REQUESTED

Claimant requested that his account be returned to the state it was in, prior to the alleged unauthorized purchase of L.A. Gear, and requested punitive damages of \$10,000.00.

Respondent requested attorney's fees and costs.

OTHER ISSUES CONSIDERED & DECIDED

The parties have agreed that the Award in this matter may be executed in 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 originals remain 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) Respondent, Hechtman, is found not liable and, therefore, all claims against him are hereby dismissed.
- (2) Counter-Respondent, Braverman, is found not liable and, therefore, the claims against him for attorney's fees and costs are hereby dismissed.
- (3) Claimant's request for punitive damages is denied.

OTHER COSTS

None.

FORUM FEES

(1) Pursuant to Section 43(c) of the Code of Arbitration Procedure, the following Forum Fees are assessed: \$1,100.00 (1 pre-hearing conference x \$300.00), plus 2 sessions x \$400.00).

(2) Respondent is hereby assessed \$1,100.00 payable to the National Association of Securities Dealers, Inc.

(3) Respondent shall also pay the non-refundable filing fee for his counterclaim in the amount of \$250.00.

Fees are payable to the National Association of Securities Dealers, Inc.

Concurring Arbitrators' Signatures

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Casey W. Mills, Esq.

Public/Industry

Public

Industry

9/2/93