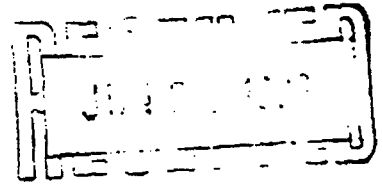


N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS



In the Matter of the Arbitration Between )

Name of Claimant(s) )

Milton, Merryl and Natalie Fein )

Case No. 92-02825

Name of Respondent(s) )

Halpert & Company, Inc. )

Alan Halpert )

George Gonzalez )

**REPRESENTATION**

For Claimant, Milton Fein ("Fein"), pro se.

For Respondents, Halpert & Company, Inc. ("HCI") and Alan Halpert ("Halpert"): Alan Halpert.

For Respondent, George Gonzalez ("Gonzalez"), pro se.

**CASE INFORMATION**

Statement of Claim filed: August 21, 1992. Claimant's Submission Agreement signed: September 21, 1992.

Statements of Answer filed: November 16, 1992. Respondents' Submission Agreements signed: November 9, 1992 by Gonzalez and Halpert, and on November 30, 1991 by Halpert on behalf of HCI.

**HEARING INFORMATION**

On June 9, 1993, in Fort Lauderdale, Florida, a hearing lasting one session was conducted.

### **CASE SUMMARY**

Claimant alleged that on December 6, 1991, he purchased from the Respondent, HCI, Orlando-Orange County Expressway Authority Jr. Lien Revenue Bonds, which had a first call date of July 1, 1998. Claimant further alleges that he asked Gonzalez if these bonds can be called prior to July 1, 1998, and Gonzalez stated no. The bonds were then called on July 1, 1992. Claimant alleges that Respondents misled him as to the call features of the bond and as a result, he suffered monetary loss.

Respondents denied all allegations of wrongdoing and alleged that they did not mislead Claimant about the call features of these bonds. Further, this matter was settled previously in its entirety when Respondent offered and Claimant accepted a check for \$500.00.

Respondent alleged the affirmative defenses of full settlement.

Respondent, HCI, filed a counterclaim and alleged that the commencement of the arbitration was brought subsequent to the settlement agreement and payment. Accordingly, Respondent seeks a return of the \$500.00, costs, and expenses of having to defend the claim, and a dismissal of claim.

### **RELIEF REQUESTED**

Claimant requested the loss of premium paid as a result of the early call (\$1,062.00 less \$500.00 received = \$562.00) and a loss of six years interest on \$15,000.00 at 2.125% (the difference between the yield of the called bond and what Claimant is now receiving), about \$1,912.50.

Respondents requested return of \$500.00 settlement money.

### **OTHER ISSUES CONSIDERED & DECIDED**

(1) On June 8, 1993, Respondents requested leave to appear via telephone. Prior to the beginning of the hearing on June 9, 1993, Claimant was asked if he had any objection and he did not. Therefore, the hearing proceeded with the Claimant appearing in person and the Respondents via speaker telephone.

(2) 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 original remains on file with the NASD.

### **AWARD**

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

- (1) Respondent, Halpert, individually, is found not liable and, therefore, all claims against him are hereby dismissed.
- (2) Respondents, Gonzalez and HCI, are found liable, jointly and severally, and shall pay to the Claimant the amount of \$562.00.
- (3) Claimant's request for lost interest is denied.
- (4) Respondents' request for attorney's fees, costs, expenses is denied.
- (5) Claimant/Counter Respondent is found not liable and, therefore, the Counterclaim is dismissed.

#### **OTHER COSTS**

None.

#### **FORUM FEES**

- (1) Pursuant to Section 43(c) of the Code of Arbitration Procedure, the Arbitrator has assessed forum fees in the amount of \$300.00 (one session x \$300.00).
- (2) Respondent, HCI, is hereby assessed \$300.00 for which the NASD shall retain the \$300.00 previously deposited in full satisfaction thereof.
- (3) The NASD shall refund the \$25.00 session deposit paid by the Claimant.
- (4) The NASD shall retain the non-refundable filing fees of \$25.00 paid by the Claimant and \$500.00 paid by Respondent/Counterclaimant, HCI.

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

Concurring Arbitrator's Signature

  
Gary M. Landau, Esq.

Public

Date of Decision: June 28, 1993