

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant(s)

Linda Hinman

NASD Arbitration
No. 92-02963

Name of Respondent(s)

G. W. Story & Associates, Inc.
Daniel Rich
Robert Gibson

REPRESENTATION

For Claimant: Mitchell S. Ostwald, Esq., Seaman, Seaman & Ostwald,
Sacramento, California

For Respondents: Stephen F. Boutin, Esq., Boutin, Lassner, Gibson & Delehant,
Sacramento, California

CASE INFORMATION

Statement of Claim filed: September 2, 1992

Claimant's Submission Agreement signed: August 21, 1992

Joint Statement of Answer filed by Respondents: October 16, 1992

Respondents' Submission Agreements signed as follows:

Daniel Rich: October 9, 1992

Robert Gibson: October 13, 1992

Respondent G. W. Story & Associates, Inc. did not file a Submission Agreement but is subject to National Association of Securities Dealers, Inc. (NASD) jurisdiction in accordance with Section 12 of the Code of Arbitration Procedure.

HEARING INFORMATION

Pre-Hearing Conference: March 8, 1993 (one session)

Hearing Date(s)/Sessions: March 9, 1993 (two sessions)
March 10, 1993 (two sessions)
April 12, 1993 (two sessions)

Hearing Location: San Francisco, California

CASE SUMMARY

Claimant alleged negligent, fraudulent and deceitful practices by Respondents with respect to investments in real estate and leasing limited partnerships. Claimant further alleged unsuitability, breach of contract, breach of fiduciary and professional duties, violations of Federal and State securities laws, violations of the rules and regulations of the NASD, professional negligence, common law fraud and failure to supervise.

Respondents denied all claims of negligence, fraudulent and deceitful practices, breach of contract, breach of fiduciary and professional duties, violations of Federal or State securities laws, violations of rules and regulations of the NASD, common law fraud and lack of supervision.

RELIEF REQUESTED

Claimant requested:

1. For actual damages of \$53,653.00, plus interest;
2. Or alternatively for comparable index damages according to proof;
3. For punitive damages of \$46,000.00;
4. For all of Claimant's costs, expenses and disbursements, including reasonable attorneys' fees in pursuing this arbitration proceeding; and
5. For such other relief as the Arbitration Panel deems just and proper.

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. All claims by Claimant, including the claim for punitive damages, are dismissed.
2. The parties shall each bear their respective costs including attorney's fees.

FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following forum fees are assessed: The NASD shall retain the \$750.00 hearing session deposit previously deposited by the Claimant. Forum fees are assessed against:

Respondents, jointly and severally, in the amount of \$4,050.00, calculated as follows: Six hearing sessions times \$750.00/session, plus one pre-hearing session times \$300.00/session, minus the \$750.00 hearing session deposit retained by the NASD.

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

ARBITRATORS

| <u>Name</u> | <u>Public/Industry</u> |
|-------------|------------------------|
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| John B. Reilley, Esq. | |
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| | Public Arbitrator |
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Angie Lame
David H. Brazil

Public Arbitrator
Industry Arbitrator

Concurring Arbitrators' Signatures



John B. Reilley, Esq.

Angie Lame

David H. Brazil

Date of Decision: _____

Date Served: 05/05/93