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N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant(s)

Judith Abouchar

92-03720

Name of Respondent(s)

Merrill Lynch Pierce Fenner & Smith Inc
George S. Jobson

REPRESENTATION

For Claimant Judith Abouchar: David B. Bacon, Esq. of the law firm of Archer and Greiner, Haddonfield, NJ.

For Respondents Merrill Lynch, Pierce, Fenner and Smith, Inc. and George S. Jobson: Michael E. Olney, Esq., in-house counsel at Merrill Lynch, Pierce, Fenner and Smith, Inc.

CASE INFORMATION

Statement of Claim filed: November 2, 1992.

Response to Motion to Dismiss filed: April 14, 1993.

Letter dated July 16, 1993 with attachments filed.

Letter dated February 16, 1994 with attachments filed.

Claimant's Submission Agreement signed on: October 30, 1992.

Joint Statement of Answer and Motion to Dismiss filed by Respondents Merrill Lynch, Pierce, Fenner and Smith, Inc. and George S. Jobson on: April 8, 1993.

9601058

Respondent George S. Jobson's Submission Agreement signed on: March 8, 1993.

Respondent Merrill Lynch, Pierce, Fenner and Smith, Inc.'s Submission Agreement signed on: April 7, 1993.

HEARING INFORMATION

Pre-hearing conference: September 19, 1994 (full panel)

Hearing Dates/Sessions: December 1, 1994 / Two Sessions
December 2, 1994 / Two Sessions

Hearing Location: NASD offices located in Philadelphia, PA.

CASE SUMMARY

Claimant alleged that Respondents invested her funds in three limited partnerships which were unsuitable for her given her investment objectives and financial situation. Claimant further alleged the Respondents invested her funds in the limited partnerships because they generated high commissions to the Respondents. Claimant further alleged the funds that were invested in the limited partnerships were to be earmarked for investments in safe, liquid government securities so that the Claimant's sons would have sufficient funds for college.

Respondents maintained the Claimant's late husband acting with full knowledge and notice of the facts through prospectuses and conversations with Respondent Jobson ratified, approved and confirmed in all respects the acts complained of in the Statement of Claim. Respondents further maintained all transactions upon which Claimant based her alleged claims against Respondents were conducted in accordance with all applicable rules and regulations. Respondents further maintained the arbitrators are not empowered to award punitive damages and they are not called for by the facts of this case.

Respondents asserted a motion to dismiss alleging the statute of limitations has run on all three parts of Claimant's alleged claim and further asserted the period for submitting her claim to the NASD has expired as the trades in question took place on June 13, 1983, August 10, 1984 and April 11, 1985 (settlement dates), therefore, any such claim was eligible for submission to arbitration no later than April 11, 1991. In response, the Claimant maintained she did not discover the damages caused as a result of the worthless limited partnerships until September of 1992 and she then almost immediately filed her claim thereby meeting all

Page 3

Award #92-03720

guidelines of the NASD. Claimant further maintained, in response, that to allow a dismissal would cause irreparable harm to the Claimant.

RELIEF REQUESTED

Claimant requested compensatory damages in the sum of \$40,000.00 which represents the original investment; \$85,000.00 which represents the interest these funds would have generated had they been invested in government securities and punitive damages in the sum of \$75,000.00.

Respondents requested a dismissal of all claims and that they be awarded reasonable attorneys' fees, costs and expenses incurred in the defense of the claim together with such other and further relief as is deemed just and proper.

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 the Claimant be and hereby are dismissed in all respects as the Claimant failed to prove any wrongdoing on claims asserted subsequent to October 30, 1986.
2. Claimant's request for punitive damages is denied.
3. Each party shall bear their respective costs including attorneys' fees.

FORUM FEES

Pursuant to Section 43(c) of the Code of Arbitration Procedure, the following Forum Fees are assessed:

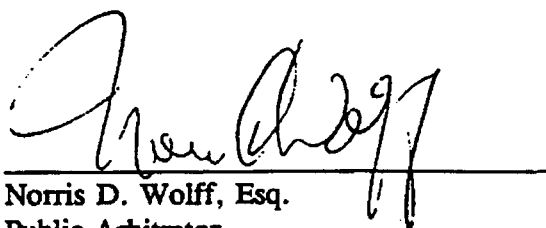
1 pre-hearing conference (full panel \$750.00) + 4 sessions (\$3000.00)
less Claimant's hearing session deposit (\$750.00) = net \$3,000.00 due.

The Claimant be and hereby is liable and shall pay to the NASD the sum of \$3,000.00 representing the balance of the forum fees.

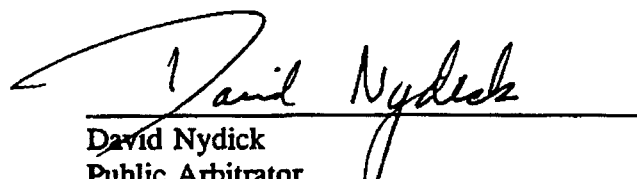
9601058

Page 4
Award #92-03720

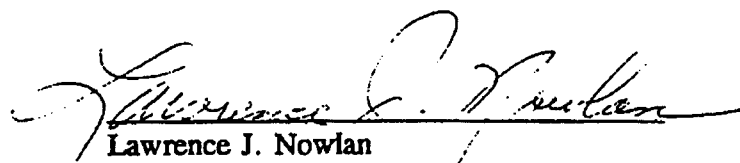
ARBITRATORS' SIGNATURE



Norris D. Wolff, Esq.
Public Arbitrator



David Nydick
Public Arbitrator



Lawrence J. Nowlan
Industry Arbitrator

Date of Decision: January 27, 1995