

PUBLIC

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Clark Darrell Robideaux

92-04222

Name of Respondents

Hibbard Brown & Co., Inc.
Richard S. Marous

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on December 17, 1992, Claimant Clark Darrell Robideaux who appeared Pro Se, alleged that in late 1991 he was called repeatedly by Respondent Richard S. Marous, a registered representative of Respondent Hibbard Brown & Co., Inc. whereby Respondent Richard S. Marous pushed very hard a stock called "Site Based Media". Claimant further alleged that Respondent Richard S. Marous stated that the company had entered into an agreement with NYNEX, and is in the process of signing a contract with NBC which will cause its stock to rise rapidly. Claimant contended that under the pretense that Respondent Richard S. Marous was telling the truth, Claimant agreed to purchase 1000 shares and as the stock started to rise, Claimant asked Respondent Richard S. Marous to issue a stop-loss transaction for Site Base Media a \$6., whereby Respondent Richard S. Marous agreed but stated that he could not enter stop-loss transactions into the computer for non-NYSE securities; however, Respondent Richard S. Marous assured Claimant that he would monitor the stock and would carry out Claimant's transaction. Claimant further contended that in February, 1992 the stock dropped from 6 3/4 on Thursday, to 5 1/2 at the close on Friday, whereby, Claimant called Respondent Richard S. Marous the following Monday to find out which money market fund he had invested the \$6,000.00 in proceeds from the stop-loss transaction, at which time, Respondent Richard S. Marous replied that he had happened to be out of the office on Friday and could not carry out the transaction. Claimant asserted that Respondent Richard S. Marous apologized but assured Claimant that this was only a temporary drop and the stock would be a \$15.00 stock within a year, which did not occur. Claimant further asserted that not only were Respondents Richard S. Marous and Hibbard Brown & Co.,

Inc. guilty of deception concerning Site Based Media, but their action of not carrying out the stop-loss transaction is a gross display of misrepresentation. Claimant argued that the New Jersey Securities Commission has barred the stock from being traded in the state and Respondents actions caused him to lose monies in his account.

Respondents, Hibbard Brownm & Co., Inc. and Richard S. Marous by and through their in-house counsel Steven B. Caruso, Esq., maintained that Respondent Richard S. Marous presented a number of investment recommendations to Claimant Clark Darrell Robideaux; some of which he elected to pursue, some of which he declined, and on each and every occasion when a recommendation was made, Claimant was given a fair and balanced presentation of both the investments merits and risks. Respondents further maintained that the Claimant purchased Site Based Media stock on 4 separate occasions and no basis exists to warrant consideration of the relief requested based on the improper presentation of the business prospects of the stock. Respondents contended that it is well recognized that a stop-loss order cannot be placed on any security which trades on the NASDAQ market place and a review of the monthly statistical report issued by the NASD for such time period mentioned in the claim, the stock never traded at the levels set forth by the Claimant.

RELIEF REQUESTED

Claimant, Clark Darrell Robideaux requested \$6,000.00 in actual damages and reimbursement of the \$150.00 NASD filing fee.

Respondents Hibbard Brown & Co., Inc. and Richard S. Marous requested the claim be dismissed in its entirety.

AWARD

Pursuant to Section 13 of the National Association of Securities Dealers, Inc. Code of Arbitration Procedure, a single Public Arbitrator Howard V. Tygrett, Jr., Esq. was selected to review and determine the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on December 14, 1992 and by the Respondents on February 17, 1993.

And, the Arbitrator, having considered the proof of the Parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. The claim of Claimant Clark Darrell Robideaux against Respondents Hibbard Brown & Co., Inc. and Richard S. Marous is dismissed.
2. The parties shall bear their respective costs.
3. The \$150.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant Clark Darrell Robideaux shall be retained by the NASD, Inc.

AFFIRMATION

I, **HOWARD V. TYGRET, JR., ESQ.**, do hereby affirm upon my oath as arbitrator that I am the individual described herein and who executed this instrument, which is my oath and award.


Signature of Arbitrator

DATE OF DECISION: June 17, 1993