

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Mervin Stenzler

93-01057

Name of Respondents

Gruntal & Co., Inc.
Paul Kramer

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on March 19, 1993, Claimant Mervin Stenzler, who appeared Pro Se, alleged that he originally maintained an account with Respondent Gruntal & Co., Inc. since May, 1983, with Lawrence Pava as Account Executive and subsequently, upon Mr. Pava's departure, the account was transferred to Respondent Paul Kramer as Account Executive with whom Claimant spoke 3 or 4 times a week whereby Claimant maintained a friendly relationship with Respondent Paul Kramer until Claimant called to complain about a commission charge. Claimant further alleged that upon receipt of his statement for the period ending January 29, 1993, he was made aware for the first time that 131 Rights of Acceptance Insurance Co. valued at \$278.00 was received in his account, which rights expired on January 20, 1993. Claimant contended that since he was never informed of the expiration date or of its marketability prior to its expiration, Claimant was unable to take any action with regard to these rights and as a result suffered the loss of their value. Claimant asserted that he should be restituted for the loss of value of these rights.

Claimant further asserted a Motion to Bar Respondent's Statement of Answer under the provisions of the NASD Code of Arbitration Procedure.

Respondents Gruntal & Co., Inc. and Paul Kramer, by and through their in-house counsel Kimberly Unger, Esq., maintained that Claimant Mervin Stenzler verbally assaulted Respondent Paul Kramer upon discussing the commission charge whereby Claimant indicated that he would never do business with Respondent Paul Kramer again at which time Claimant hung up on Respondent Paul Kramer. Respondents further maintained that from that point forward

Respondent Paul Kramer fully expected Claimant would pull his account from Respondent Gruntal & Co., Inc., so he did not attempt to contact Claimant. Respondents contended that Respondent Paul Kramer notified Claimant of the fact that the rights had hit his account; however, Claimant refused to discuss the rights, rather focusing on the issue of commissions, then cutting off communication with Respondent Paul Kramer. Respondents further contended that they owe no duty to Claimant with respect to the rights at issue.

RELIEF REQUESTED

Claimant Mervin Stenzler requested \$409.38 in actual damages.

Respondents Gruntal & Co., Inc. and Paul Kramer requested the claim be dismissed in its entirety and costs associated with the defense of this claim be assessed against Claimant.

AWARD

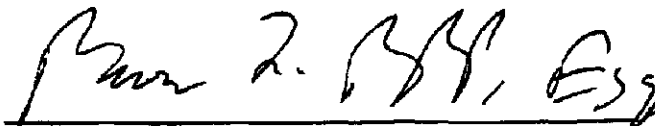
Pursuant to Section 13 of the National Association of Securities Dealers, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Marc L. Ripp, Esq., was selected to review and determine the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on March 16, 1993 and not by the Respondents as required by Sections 12 & 13 of the NASD Code of Arbitration Procedure.

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. Claimant Mervin Stenzler's Motion to Bar Respondents Gruntal & Co., Inc. and Paul Kramer Statement of Answer is hereby denied.
2. Respondent Gruntal & Co., Inc. is liable and shall pay to the Claimant Mervin Stenzler the sum of \$278.00 in damages.
3. The claim of Claimant Mervin Stenzler against Respondent Paul Kramer is dismissed.
4. The parties shall bear their respective costs.
5. The \$30.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant Mervin Stenzler shall be retained by the NASD, Inc.

AFFIRMATION

I, MARC L. RIPP, 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

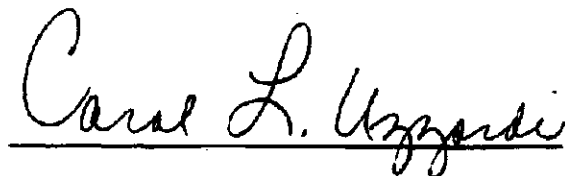
DATE OF DECISION: July 16, 1993

STATE OF: NEW JERSEY

ss:

COUNTY OF: ESSEX

On this 12th day of July 1993, before me personally appeared Marc L. Ripp, Esq. to me known and known before me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.



CAROL L. UZZARDI
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 3, 1995