

AWARD

NASD Regulation, Inc. Office of Dispute Resolution

In the Matter of the Arbitration Between

Jan Sinclair

Claimant,

v.

No. 93-02407

Olde Discount Corporation

Respondent.

REPRESENTATION OF PARTIES

Claimant Jan Sinclair ("Claimant") appeared pro se. Claimant was previously represented by Harry A. Carson, Esq. of Carson & Carson, P.C. located in Detroit, Michigan.

Respondent Olde Discount Corporation ("Olde" or "Respondent") was represented by Julie D. Reed, Esq. of Olde Discount Corporation located in Detroit, Michigan.

CASE INFORMATION

The Statement of Claim was filed on or about June 11, 1993.

Claimant's Submission Agreement was signed on June 11, 1993.

Respondent's Statement of Answer was filed on or about February 10, 1994.

Respondent's Submission Agreement was signed on February 10, 1994 by Bruce A. Campbell, Vice President and Corporate Attorney of Olde Discount Corporation.

HEARING INFORMATION

The Hearing was held on June 26, 1997 for one (1) session in Southfield, Michigan.

CASE SUMMARY

Claimant alleged that he maintained a margin account at Olde for several years. Claimant contended that on October 19, 1987, he received a margin call for \$4,350.00, which he paid to Olde. Claimant asserted that on or about May 3, 1988, he received a telephone call from Olde broker, John Casey, informing him of a second margin call of \$4,906.25. Claimant maintained

that he disputed this second margin call; as he had already paid a margin call in October of 1987, but nevertheless delivered a check to Olde, marked "paid under protest." Claimant contended that on May 6, 1988, Claimant received a confirmation for the purchase of 2,000 shares of Coleco Industries, Inc. stock for \$4,906.25. Claimant asserted that he never authorized the purchase of the Coleco stock and immediately called Tony Sward, the manager of the Detroit office, and Herbert Burns, the president, to protest the purchase. Claimant maintained that both Sward and Burns agreed that the purchase was in error, that the purchase would be reversed, and his account would be credited with the \$4,906.25. Claimant alleged that this was never done.

Respondent Olde denied all liability to Claimant in the Statement of Answer. Respondent Olde maintained that Claimant is attempting to hold Olde responsible for the purchase of the Coleco stock, and his own failure to sell the stock before it bottomed out. Respondent Olde alleged that Claimant did, in fact, order the purchase of the Coleco shares, that he delivered a check to Olde in full payment of the shares he purchased, that he ratified the purchase, that his loss was caused by the stock's decline in value and that Olde is not responsible for any of his loss. Respondent Olde denied that it initiated any unauthorized trades in Claimant's account. Respondent Olde asserted that the claim is time barred and that it should be dismissed as matter of law. Respondent Olde also denied that the Claimant spoke with Herbert Burns or Tony Sward.

RELIEF REQUESTED

Claimant requested an award of actual damages in the amount of \$4,906.25, attorney fees, and interest at 8% in the amount \$1,962.50.

Respondent requested that all claims against it be dismissed and all costs and expenses of the defense of this arbitration should be assessed against Claimant.

OTHER ISSUES CONSIDERED & DECIDED

All postponement fees previously assessed in this matter are hereby waived.

AWARD

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

- (1) That the Statement of Claim is hereby dismissed in its entirety with prejudice; and
- (2) That other than forum fees, which are addressed below, all other claims and requests for relief not specifically awarded here are, and each of them, hereby dismissed with prejudice.

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FORUM FEES

Forum fees are calculated at the rate of \$100 per hearing session and \$300 for each pre-hearing conference, if any.

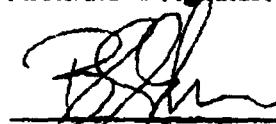
There was one (1) hearing session x \$100 = \$100 in forum fees Total forum fees are \$100 Pursuant to 10332(b) of the NASD Code of Arbitration Procedure (the "Code"), a hearing session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with an arbitrator, which lasts four (4) hours or less

Pursuant to 10332(c) of the Code, NASD Regulation, Inc. Office of Dispute Resolution shall retain the non-refundable filing fee in the amount of \$50 and shall retain a portion of the hearing session deposit in the amount of \$50 (1/2 total forum fees) previously deposited with NASD Regulation, Inc. Office of Dispute Resolution by the Claimant.

Pursuant to 10332(c) of the Code, Respondent Olde Discount Corporation is liable for and shall pay forum fees in the amount of \$50 (1/2 total forum fees)

Fees are payable to the NASD Regulation, Inc. Office of Dispute Resolution.

Arbitrator's Signature



Barry Goldman, Esq.
Public Arbitrator

6/26/97
Dated: _____

For NASD use only:

Date award served on the parties: JUNE 26, 1997