

## **NASD AWARD**

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

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In the Matter of the Arbitration Between

Name of Claimant

Joe A. Dahm

and

93-02921

Name of Respondents

Hanover Sterling and Company, Ltd.  
Ian Roberts, Steven Ropas, Mark Savoca and  
David Sayid

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### **REPRESENTATION OF PARTIES**

Joe A. Dahm ("Claimant") appeared *pro se*.

Hanover Sterling and Company, Ltd. ("Hanover") was represented by Darren Lampert, Esq., Lampert & Lampert, New York, New York.

Ian Roberts, Steven Ropas, Mark Savoca and David Sayid (collectively as "Respondents") did not appear at the hearing.

### **CASE INFORMATION**

The Statement of Claim was filed on or about July 27, 1993. Submission Agreement of Claimant Joe A. Dahm was signed on July 21, 1993.

Statement of Answer filed by Respondents Hanover Sterling and Company, Ltd., Ian Roberts, Steven Ropas, Mark Savoca and David Sayid, was dated January 10, 1994.

### **HEARING INFORMATION**

The hearing was held on Thursday, September 1, 1994 in Southfield, Michigan for a total of two (2) sessions.

### **CASE SUMMARY**

Claimant alleged that Respondents misrepresented securities values for LA Gear stock; induced him to purchase Protocol stock by suggesting that he purchase the stock and then sell the stock before paying for the original purchase; failed to purchase or sell at a quoted price; failed to inform him of the risk of loss on any of the transactions which form the basis of this claim; and failed to sell Protocol stock on the date of the order to sell.

Respondents denied the allegations set forth in the Statement of Claim. Specifically, Respondents stated that:

- \* Mr. Roberts did not claim that LA Gear stock would double in value in six months;
- \* Mr. Ropas did not claim or guarantee that Alter Sales would double in six months; and
- \* Mr. Ropas recommended Protocol merely as a short hold.

In addition, Respondents asserted the affirmative defenses of ratification, waiver and that the Claimant was cognizant of all trades and the merits of such trades as each trade was being transacted, prior to the transaction.

### **RELIEF REQUESTED**

Claimant requested an award of \$7,587.50 as repayment of his original investment, \$7,587.50 as payment to fulfill original commitment to double the original investment, payment of 3 times \$7,587.50 as a penalty for a total amount of \$37,937.50.

Respondents requested that the Claim against them be dismissed in its entirety.

### **OTHER ISSUES CONSIDERED & DECIDED**

Respondents Hanover Sterling and Company, Ltd., Ian Roberts, Steven Ropas, and Mark Savoca did not file with the NASD properly executed submissions to arbitration but are required to submit to arbitration pursuant to §12 of the NASD Code of Arbitration Procedure (the "Code") and having answered the claim, and offered evidence at the hearing are bound by the determination of the arbitration panel on all issues submitted.

Upon review of the file, the panel has determined that Respondents Ian Roberts, Steven Ropas, and Mark Savoca had been properly served with the Statement of Claim pursuant to §13 and §25 of the NASD Code of Arbitration Procedure (the "Code"). The panel also determined that Respondents Ian Roberts, Steven Ropas, and Mark Savoca had received due notice of the

hearing as required under §26 of the Code and that arbitration of the matter would proceed pursuant to §29 of the Code.

By letter dated October 31, 1993, Claimant advised the NASD that he was removing Respondent David Sayid from this matter. This was confirmed at the hearing of this matter on Thursday, September 1, 1994.

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 original(s) 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. Respondent Hanover Sterling and Company, Ltd. shall be and hereby is liable for and shall pay to the Claimant Joe A. Dahm the sum of **Three thousand two hundred fifty dollars (\$3,250)**.
2. Interest pursuant to MCLA §600.6013 is awarded on the above stated sum from and inclusive of July 28, 1993 to and inclusive of the date this award is paid in full.
3. Each party shall bear its own costs, expenses and attorneys' fees, if any, incurred in this matter not specifically enumerated herein.
4. All relief requested not granted herein shall be denied.

### **FORUM FEES**

Forum fees are calculated at the rate of \$400 per hearing session and \$300 for each prehearing conference, if any. There were two (2) sessions x \$400 = \$800 in forum fees. Pursuant to §43(b) 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 §43(c) of the NASD Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. ("NASD") shall retain the non-refundable filing fee in the amount of \$120 and shall retain as forum fees the hearing session deposit in the amount of \$400 previously deposited with the NASD by the Claimant Joe A. Dahm. Respondent Hanover Sterling and Company, Ltd. shall be and hereby is liable for and shall pay to the NASD the sum of \$400 as the balance due for forum fees.

The NASD shall retain postponement fees in the amount of \$400 previously deposited with the NASD by Respondent Hanover Sterling and Company, Ltd. Fees are payable to the National Association of Securities Dealers, Inc.

Dated:

/s/ Jeffrey M. Bauer, Esq.  
Jeffrey M. Bauer, Esq.  
Public Arbitrator, Presiding Chair

September 13, 1994

/s/ Barry Goldman, Esq.  
Barry Goldman, Esq.  
Public Arbitrator

September 21, 1994

/s/ Larry C. Kreul  
Larry C. Kreul  
Industry Arbitrator

September 12, 1994

10/5/94