

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Ricky Curtis

94-00424

Name of Respondents

Prudential Securities Inc
Paul Arthur Robinson

REPRESENTATION

The Claimant appeared pro se.

Respondent, Prudential-Bache Securities, Inc., was represented by Donald Littlefield, Esq., Corporate Counsel, Prudential-Bache Securities, Inc., located in New York, New York.

Respondent, Paul Arthur Robinson, was represented by Donald Littlefield, Esq., Corporate Counsel, Prudential-Bache Securities, Inc., located in New York, New York.

CASE INFORMATION

Claimant's Statement of Claim was filed on January 31, 1994.
Claimant's Submission Agreement was signed on November 11, 1994.

Respondent, Prudential-Bache Securities, Inc.'s Statement of Answer was filed on February 15, 1995.
Respondent, Prudential-Bache Securities, Inc.'s Submission Agreement was signed on February 15, 1995 by Lisa J. Rosenbaum, Esq., Vice President and Corporate Attorney, Prudential-Bache Securities, Inc.

Respondent, Paul Arthur Robinson's Statement of Answer was filed on February 15, 1995.
Respondent, Paul Arthur Robinson's Submission Agreement was signed on February 14, 1995 by Paul Arthur Robinson.

HEARING INFORMATION

The Hearing Sessions were December 21, 1995 for one (1) sessions.

The hearing location was Dallas, Texas

CASE SUMMARY

Claimant, alleged excessive and unauthorized trading in his account, perpetrated by respondents.

Respondents, Prudential-Bache Securities, Inc. and Paul Arthur Robinson, together set forth a general denial to all allegations made. In addition they set forth the following affirmative defenses to the claim:

- (a) The Claim fails to state a cause of action against Prudential-Bache Securities, Inc.
or Paul Arthur Robinson upon which any relief may be granted;
- (b) As against Prudential-Bache Securities, Inc. or Paul Arthur Robinson, Curtis' claims are barred by the principles of waiver, ratification, and estoppel;

(c) Curtis through his conduct authorized, approved and ratified the actions or conduct of Prudential-Bache Securities, Inc. and Paul Arthur Robinson in connection with the claim.

RELIEF REQUESTED

Claimant requested an award be rendered as follows:

Funds Lost in Trading = \$ 4,768.51
Broker Commissions = \$ 1,820.00
Punitive Damages = \$ 5,000.00
Total = \$11,588.51

Respondents requested an award be rendered as follows: (i) dismissing the Claim in its entirety as against Prudential-Bache Securities, Inc. and Paul Arthur Robinson; (ii) declaring that, in the event the Claim is dismissed as to Prudential-Bache Securities, Inc. and Paul Arthur Robinson, Curtis is bound to pay all attorney's fees and costs associated with the defense of the claim; (iii) granting Prudential-Bache Securities, Inc. and Paul Arthur Robinson such other and further relief as is just and proper.

OTHER ISSUES CONSIDERED & DECIDED

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 originals remain on file with the NASD.

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 Claimant's request for relief is denied in its entirety.
- (2). That all other relief other than forum fees which are addressed below, is denied.

FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following Forum Fees are assessed: One (1) hearing sessions x \$300.00 per session = \$300.00 Forum fees, less the \$300.00 deposit paid by Claimant total due \$00.00. Pursuant to Section 45, Respondent Prudential-Bache Securities, Inc., shall pay its \$200.00 surcharge to the NASD. Fees are payable to the National Association of Security Dealers, Inc.

Concurring Arbitrators' Signatures

Name:

/s/ Alice Waters
Alice A. Waters, Esq.
Public Arbitrator

March 5, 1996
Dated

For NASD Use Only
Date Award served on the parties: March 6, 1996