

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimants

Clifford Raab

94-00590

Name of Respondents

S.D. Cohn & Company, Inc.
Sidney D. Cohn

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on February 14, 1994, Claimant Clifford Raab, who appeared Pro Se, alleged that on June 17, 1993 he signed an employment agreement with Respondent Sidney D. Cohn ("Cohn"), Chairman of Respondent S.D. Cohn & Company, Inc. Claimant further alleged that the agreement provided that he would receive 85% commission on all trades less standard clearing costs when his commissions exceeded \$25,000.00 per month, and if these commissions were \$25,000.00 per month or less 50% would be paid with no clearing costs. Claimant contended that during his employment with Respondents his monthly commission never exceeded \$25,000.00 per month, and thus clearing and ticket charges should never have been deducted from his income. In his response to Respondents' answer, Claimant denied that he ever made any oral or written representations as to the volume of business he intended to do for Respondents. Claimant denied having "confided" to Respondent Cohn that he "sold" his book or "customer accounts" and that he could "not solicit these accounts". Claimant contended that Barclays Bank did open an account with Respondents at his urging. As a result of the above, Claimant alleged that he has suffered damages for which the Respondents should be held liable.

Respondents S.D. Cohn & Company, Inc. and Sidney D. Cohn, through their representative Sidney D. Cohn, maintained that Claimant represented to Respondents that he did business with significant institutional accounts and would

bring them over to Respondents, and that had Claimant not made this representation, they never would have agreed to the deal they made with him. Respondents further maintained that Claimant did not bring any institutional business to Respondents, and that he barely did any business at all. Respondents contended that the commission rate Claimant received was better than any other broker with Respondents. As a result of the above, Respondents maintained that they should not be held liable in this matter.

RELIEF REQUESTED

Claimant Clifford Raab requested \$667.33 in actual damages, plus \$75.00 in costs.

Respondents S.D. Cohn & Company, Inc. and Sidney D. Cohn requested that the Claimant's Statement of Claim be dismissed in its entirety.

AWARD

Pursuant to Section 10 of the National Association of Securities Dealers, Inc. Code of Arbitration Procedure, a single industry arbitrator, Jerome T. Ingate, was selected to review and determine the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on February 3, 1994, by Respondent Sidney D. Cohn on May 25, 1994, and by Respondent S.D. Cohn & Company, Inc. on May 25, 1994.

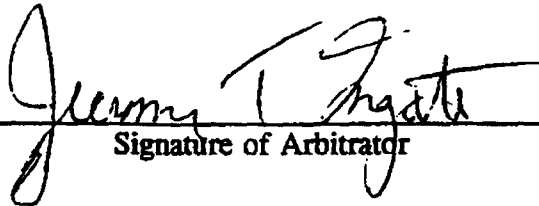
And, the Arbitrator, having considered the proof of the Parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. The claims of Claimant Clifford Raab against Respondents S. D. Cohn & Company, Inc. and Sidney D. Cohn are dismissed in their entirety.
2. The parties shall bear their respective costs.
3. Respondents S.D. Cohn & Company, Inc. and Sidney D. Cohn are jointly and severally liable and shall pay to Claimant Clifford Raab \$75.00 as partial reimbursement of the filing fee. Respondents S.D. Cohn & Company, Inc. and Sidney D. Cohn are jointly and severally liable and shall pay to the National Association of Securities Dealers, Inc. \$500.00 as payment of the remainder of the filing fee.

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AFFIRMATION

I, **JEROME T. INGATE**, do hereby affirm upon my oath of 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: September 21, 1994