

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

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In the Matter of the Arbitration Between

Name of Claimant

Paul J. Tripodi

94-00742

Name of Respondent

Timothy J. Shipley  
Hibbard Brown & Co. Inc. (bankrupt)

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CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on February 28, 1994 Claimant Paul J. Tripodi ("Claimant"), who appeared Pro Se, alleged that he held an account at Hibbard Brown & Co., Inc. and his account executive, Respondent Timothy J. Shipley ("Respondent"), recommended an unsuitable investment that was not in accordance with his stated investment objectives. Claimant further alleged that based on Respondent's recommendation, he purchased 390 shares of CCC Franchising Corp. ("CCC") and 500 shares of Site Based Media, Inc. Claimant contended that after he closed his IRA account, he sent in a check for \$10,000.00 to be invested in a mutual fund not yet decided upon. Claimant further contended that after much pressure from Respondent, he agreed to temporarily invest in 1,000 additional shares of CCC. Claimant alleged that on January 29, 1992, he bought shares in the AIM Weingarten Fund where he originally intended to put the money from the sale of the CCC shares. Claimant further alleged that the price of CCC began to drop substantially, but Respondent failed to sell his shares. Claimant contended that Respondent misrepresented the risks of the investments he made, and as a result of the above, he should be held liable in this matter.

Respondent Timothy Shipley, through his representative and in-house counsel at Hibbard Brown & Co., Inc., Steven B. Caruso, Esq., maintained that the investment recommendations were in accordance with Claimant's financial status and investment objectives. Respondent further contended that CCC did decline in value but that Claimant was aware of the nature of his investment through oral and written disclosures. Respondent contended that he is a not guarantor of stocks but rather an advisor. Respondent further contended that each of the purchase orders for CCC was effectuated with prior consent, knowledge and permission of the Claimant and as a result of the above, he should not be held liable.

**OTHER ISSUES**

All claims against Hibbard Brown & Co., Inc. are stayed in accordance with its petition for bankruptcy on file with the United States Bankruptcy Court.

**RELIEF REQUESTED**

Claimant Paul J. Tripodi, requested \$4,625.25 in actual damages, plus \$125.00 in costs.

Respondent Timothy Shipley, requested that the claims of the Claimant be dismissed.

**AWARD**

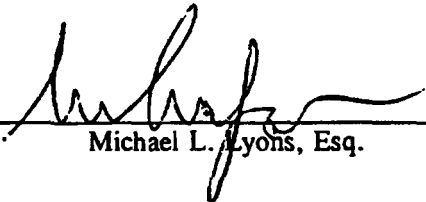
Pursuant to Section 13 of the NASD, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Michael L. Lyons, Esq., was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant Paul J. Tripodi on February 15, 1994 and by the Respondent Timothy Shipley on April 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 the Claimant Paul J. Tripodi against Respondent Timothy Shipley are dismissed in their entirety.
2. The parties shall bear their respective costs.
3. The \$125.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant shall be retained by the NASD, Inc.

**AFFIRMATION**

I, **MICHAEL L. LYONS, 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.

  
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Michael L. Lyons, Esq.

DATE OF DECISION:

April 22, 1996