

**N.A.S.D. AWARD**

**NATIONAL ASSOCIATION OF SECURITIES DEALERS**

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**In the Matter of the Arbitration Between**

**Name of Claimants**

**Peter Baker**

**94-00801**

**Name of Respondents**

**A.S. Goldman & Co.  
Ian Hosing**

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**CASE SUMMARY**

In a claim filed with the National Association of Securities Dealers, Inc. on March 2, 1994, Claimant Peter Baker, through his representative Brian K. Lowe, alleged that he told Respondent Ian Hosang ("Hosang"), a broker at Respondent A.S. Goldman & Co. ("A.S. Goldman"), that he wanted to maintain the safety of his principal, and had a limited income of \$25,000.00 per year. Claimant further alleged that Respondent Hosang made promises that turned out to be lies, and did what he wanted with Claimant's account. Claimant contended that Respondent Hosang churned his account. Claimant further contended that he got the "run-around" from Respondents when trying to get a print-out of his account. Claimant alleged that Respondent failed to exercise caution and recklessly purchased and sold stock in his account, causing Claimant worry and anxiety. Claimant further alleged that Respondent A.S. Goldman failed to supervise Respondent Hosang. Claimant contended that Respondents breached their fiduciary duties to Claimant. As a result of the above, Claimant alleged that he has suffered damages for which the Respondents should be-held liable.

Respondents A.S. Goldman & Co. and Ian Hosing, through their counsel Carole R. Bernstein, Esq., of Bachner, Tally, Polevoy & Misher, New York, New York, maintained that in connection with opening an account with Respondents, Claimant told Respondent Hosang that he earned \$50,000.00 per year and had extensive experience investing in the stock market. Respondents denied that Respondent Hosang lied to Claimant, or that he churned Claimant's account.

Respondents contended that Claimant received trade confirmations of every trade in his account without objection, as well as monthly statements setting forth the activity in his account and his portfolio. Respondents further contended that Claimant was aware of and authorized every transaction in his account. As a result of the above, Respondents maintained that they should not be held liable in this matter.

#### **RELIEF REQUESTED**

Claimant Peter Baker requested \$9,051.16 in actual damages, unspecified punitive damages, pre-award and post-award interest at the maximum rate allowed by law from the date of the original investment, plus arbitration costs and expenses.

Respondents A.S. Goldman & Co. and Ian Hosang requested that Claimant's Statement of Claim be dismissed in its entirety, and that costs be awarded to Respondents.

#### **AWARD**

Pursuant to Section 13 of the National Association of Securities Dealers, Inc. Code of Arbitration Procedure, a single public arbitrator, Marvin Elster, Esq., 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 18, 1994 and by the Respondents on June 16, 1994.

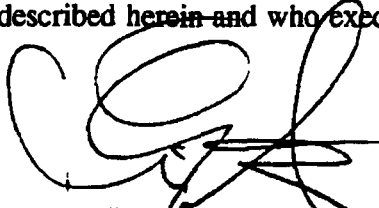
And, the Arbitrator, having considered the proof of the Parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. The claims of Claimant Peter Baker against Respondents A.S. Goldman & Co. and Ian Hosang are dismissed in their entirety.
2. The parties shall bear their respective costs, including attorney's fees.
3. The \$150.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant shall be retained by the NASD, Inc.

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**AFFIRMATION**

I, **MARVIN ELSTER, ESQ.**, 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.

A handwritten signature in black ink, appearing to be 'M. Elster', written over a horizontal line.

Signature of Arbitrator

**DATE OF DECISION:** November 9, 1994