

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Frederic N. Richman

94-02269

Name of Respondents

R A F Financial Corporation
Robert L. Long

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on June 13, 1994, Claimant Frederic Richman, who appeared Pro Se, alleged that Respondents RAF Financial Corporation ("RAF") and Robert Long ("Long") sold 2,300 shares of Aspen Bancshares, Inc. ("ASBK") out of his account without his authorization. Claimant further alleged that on April 22, 1994 he called Respondent Long to inquire about the commission on a sale of the stock in question. Claimant contended that Respondent Long indicated that he did not know what the commission would be but said he would call back with the information. Claimant further contended that he called Respondent Long on April 25, 1994 and was informed that Respondent Long had already completed the sale of the shares and that the commission charged was \$839.00. Claimant alleged that despite demanding a refund of the commission, Respondent Long would not return his phone calls or letters. As a result of the above, Claimant contended that he has suffered damages for which the Respondents should be held liable.

Respondents RAF Financial Corporation and Robert Long, through their representative, Russell C. Burk, Esq., Denver, CO, maintained that Claimant has not been damaged in any way. Respondents further maintained that on April 22, 1994 Claimant ordered the sale of ASBK in his personal account and the accounts of his wife, son and daughter and the commissions on all of these transactions was 2% or less. Respondents contended that Claimant was informed that a commission of approximately 2% would be charged on all the transactions and Claimant has complained only about the commission charged in his personal account and not the commissions charged in the accounts of his wife, son and daughter. Respondents further contended that Claimant's Statement of Claim is inconsistent in that he now requests a full refund of \$839.00 charged on the transaction even though in his original demand to Respondents he requested a

refund of "at least 50% of the commission charged". Respondents maintained that Claimant requests attorney's fees, even though he has not employed an attorney to represent him. As a result of the above, Respondents contended that they should not be held liable in this matter.

RELIEF REQUESTED

Claimant Frederic Richman requested \$839.00 in actual damages, plus interest at the highest legal rate, attorney's fees, costs, and punitive damages.

Respondents RAF Financial Corporation and Robert Long requested that the claims of the Claimant be dismissed, plus an award of fees and costs in responding to this matter.

AWARD

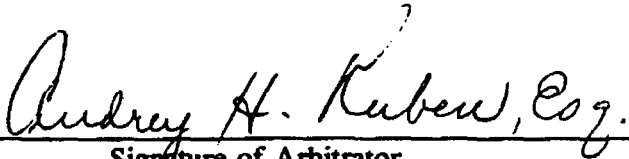
Pursuant to Section 13 of the NASD, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Audrey H. Ruben, Esq., was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on June 9, 1994 and by the Respondents on August 23, 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. Respondents RAF Financial Corporation and Robert Long are jointly and severally liable and shall pay to Claimant Frederic Richman \$314.81 in actual damages.
2. The parties shall bear their respective costs and attorney's fees.
3. The Claimant's request for punitive damages is denied.
4. The \$30.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant shall be retained by the NASD, Inc. Respondents RAF Financial Corporation and Robert Long are jointly and severally liable and shall pay to Claimant Frederic Richman \$30.00 as reimbursement of the filing fee.

AFFIRMATION

I, **AUDREY H. RUBEN, 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.



Signature of Arbitrator

DATE OF DECISION: December 28, 1994