
In the Matter of the Arbitration Between

Name of Claimant

Marylou B. Currier

95-01028

Name of Respondents

Michael R. Siek
T.R. Winston & Co., Inc.

REPRESENTATION

For Claimant Marylou B. Currier ("Claimant") appeared Max Markus Katz, Esq., a sole practitioner with offices located in New York, New York.

For Respondents Michael R. Siek ("Siek") and T.R. Winston & Co., Inc. ("TRWC") (collectively referred to as "Respondents"), appeared Rose Halligan, Esq., of the firm Rosenman & Colin located in New York, New York.

CASE INFORMATION

Statement of Claim filed on: February 17, 1995.

Claimant's Submission Agreement signed on: December 5, 1995.

Respondents filed a Joint Statement of Answer on: May 9, 1995.

Respondent Siek's Submission Agreement signed on: May 8, 1995.

Respondent TRWC's Submission Agreement signed on: May 5, 1995.

HEARING INFORMATION

Pre-Hearing Conference:	September 29, 1997	One Session
Hearing Dates/Sessions:	December 5, 1995	One Session
	June 19, 1996	Two Sessions
	June 21, 1996	Two Sessions
	November 4, 1997	Two Sessions

The in-person pre-hearing conference and the hearings were conducted at the offices of NASD Regulation, Inc. located in New York, New York.

CASE SUMMARY

Claimant alleged that Respondents represented that her accounts (an individual account and an account held jointly with her former husband) would be invested to achieve moderate to high yields without risk to principal, that any and all shares of IBM possessed would not be sold, and that both accounts would be traded for cash only and not on margin. Claimant further alleged that Respondent Siek did not follow these guidelines and made unsuitable trades, churned the account, improperly and negligently handled the account, and breached his fiduciary duty. Claimant also alleged that Respondent Siek sold her shares of IBM and invested in speculative securities, in most of which Respondent TWRC was a market maker.

Claimant asserted that the investments made by Respondent Siek generated commissions for Respondents. Claimant further asserted that Respondent Siek traded the account on margin, without discussing it with or getting approval from her or her husband, in order to increase trading activity, which generated more commissions and constituted churning the account. Claimant stated that when she and her husband divorced, the assets in the joint account were transferred into her individual account. Claimant further stated that at no time did Respondent Siek ascertain her financial position or investment objectives, explain or disclose the risks of trading on margin, or try to obtain authorization to trade the account on margin or as a discretionary account. Claimant also stated that Respondent TWRC was negligent in its supervision of Respondent Siek and of the account.

Respondents maintained that Claimant and her former husband made all investment decisions regarding their accounts. Respondents further maintained that Claimant and her former husband were informed about all securities purchased and the risks involved. Respondents also maintained that the investments recommended to and purchased by Claimant and her former husband were suitable for their investment objective -- appreciation with risk. Respondents stated that the account was never a discretionary account, that the trading in the account was not excessive, and that the account was not churned. Respondents further stated that Claimant and her former husband executed a customer agreement which included a margin agreement. Respondents also stated that Claimant and her former husband received monthly statements and confirmations of all trades and no complaint was ever registered about the transactions in the account or about Respondent Siek. Respondents maintained that the trading strategy and the investment decisions were made by Claimant's former husband before the joint account was consolidated in Claimant's individual account. Respondents further maintained that, at the time the accounts were consolidated, Respondent Siek had Claimant execute a new account form, updated her financial status, and reaffirmed her investment objectives. Respondent also maintained that at this time Claimant indicated that she wished the account to be traded in the same manner and that the investment objective was still appreciation with risk.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$48,464.99, plus interest, legal fees, and the costs of the arbitration.

Respondents requested that the Statement of Claim be dismissed in its entirety, and that they be awarded costs and expenses of this arbitration and any other such relief that the panel deems 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 arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

1. Respondents be and hereby are jointly and severally liable and shall pay to Claimant compensatory damages in the amount of \$15,476.00, plus prejudgment interest at the rate of 7% per annum from March 15, 1995 until date of payment.
2. All requests for attorneys' fees are hereby denied.
3. All other requests for relief are hereby denied.


FORUM FEES

Pursuant to Rule 10332 (c) of the NASD Regulation Code of Arbitration Procedure, the arbitrators have determined that the NASD will retain the \$120.00 non-refundable filing fee paid by Claimant and have assessed the following Forum Fees:

1 Pre-hearing conference x \$400.00	=	\$ 400.00
7 Hearing sessions x \$400.00	=	\$2,800.00
Total Forum Fees	=	\$3,200.00

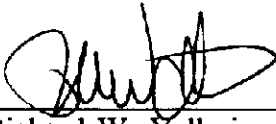
1. Claimant is liable for the sum of \$1,600.00 representing 50% of the total forum fees assessed. Claimant deposited \$400.00 with NASD Regulation, Inc., and therefore shall pay the balance of \$1,200.00.
2. Respondents are jointly and severally liable and shall pay to NASD Regulation, Inc. the sum of \$1,600.00 representing 50% of the total forum fees assessed.
3. Respondent TRWC is liable and shall pay to NASD Regulation, Inc. the sum of \$200.00, representing the Member Surcharge assessed.
Fees are payable to NASD Regulation, Inc.

ARBITRATORS' SIGNATURES



Richard W. Vallario, Esq.
Public Chairperson


I, Richard W. Vallario, Esq., do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



Richard W. Vallario, Esq.
Public Chairperson


Date of Decision: January 30, 1998

ARBITRATORS' SIGNATURES



John A. Kirincich
Public Panelist

I, John A. Kirincich, do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



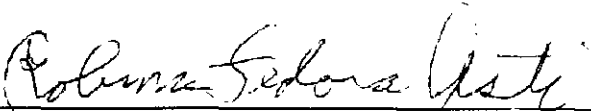
John A. Kirincich
Public Panelist

Date of Decision: January 30, 1998

ARBITRATORS' SIGNATURES

Robina Fedora Asti
Industry Panelist

I, Robina Fedora Asti, do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



Robina Fedora Asti
Industry Panelist

Date of Decision: January 30, 1998