

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Glen Barlow

95-01232

Name of Respondent

Andre Gurt

REPRESENTATION

Claimant Glen Barlow ("Claimant") was represented by Elliot Alan Kolodny, Esq., Groen Leveson Goldberg & Rubenstone, Bensalem, PA

Respondent Andre Gurt ("Respondent") did not appear

CASE INFORMATION

The Statement of Claim was filed March 9, 1995
Claimant's Uniform Submission Agreement was signed March 7, 1995

Respondent did not file an Answer nor execute a Uniform Submission Agreement.

HEARING INFORMATION

Hearing date/sessions: May 22, 1996/one session

Hearing location: NASD District Office
Philadelphia, PA

CASE SUMMARY

Claimant alleged, among other things, that Claimant opened an account at Barrett Day Securities, Inc. ("Barrett Day") in January 1992. Claimant alleged that Respondent was Claimant's account executive. Claimant alleged that Claimant was an unsophisticated investor with a very limited knowledge of, and experience in, the stock market. Claimant alleged that in June 1992 Respondent induced Claimant to begin purchasing common stock of Pan World Minerals International, Inc. ("Pan World"). Claimant alleged that Respondent misrepresented the strength and productivity of Pan World. Claimant alleged that at no time did Respondent inform Claimant that Pan World was a highly speculative penny stock which was unsuitable for Claimant's investment goals. Claimant alleged that Respondent failed to provide any financial information or prospectus on Pan World. Claimant alleged that Pan World value dropped precipitously in early 1993. Claimant alleged that Respondent informed Claimant that the price dropped because other

brokers were leaving Barrett Day and dumping their client's Pan World stock on the market. Claimant alleged that Respondent informed Claimant that Barrett Day was suppressing the price of Pan World and that Pan World stock would soon increase in value. Claimant alleged that when Respondent left Barrett Day to become employed by Marsh Block & Co. ("Marsh Block"), Claimant transferred his investments to Marsh Block. Claimant alleged that Respondent violated Section 10(b) of the Securities Exchange Act and Rule 10(b)(5) thereunder. Claimant also alleged that Respondent breached his fiduciary duty as well as the contractual agreement between the parties. Claimant alleged that the actions of Respondents constitutes common law fraud and conversion. Claimant alleged that the actions of Respondent damaged him and that Respondent is liable.

Respondent did not file any response to the allegations.

RELIEF REQUESTED

Claimant requested relief in the amount of \$34,223.00, interest at the legal rate plus the costs of this arbitration including attorney's fees.

Respondent made no request.

OTHER ISSUES CONSIDERED

Upon review of the file and the representations made by the NASD Staff Attorney, the panel determined that Respondent has been properly served pursuant to Section 25 of the NASD Code of Arbitration Procedure ("Code"). The panel also determined that Respondent received notice of the hearing as required under Section 26 of the Code and that arbitration of the matter would proceed pursuant to Section 29 of the Code.

Respondent did not file a properly executed submission to arbitration but is required to submit to arbitration pursuant to Section 12 of the Code, and that, therefore, Respondent is bound by the panel's rulings and determinations.

The party in attendance at the hearing 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 Claimant 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. That Respondent perpetrated a fraud against Claimant and is liable to and shall pay to Claimant the sum of \$34,223.00 plus pre-award interest at the rate of six percent (6%) simple interest per annum from June 30, 1993 until the award is paid.
2. Any relief not specifically addressed herein is denied.

OTHER COSTS

Claimant is assessed a postponement fee of \$400.00.

FORUM FEES

Pursuant to Section 43(c) of the Code of Arbitration Procedure, the following Forum Fees are assessed:

1 session x \$400.00 = \$400.00

Forum Fees assessed against Respondent. Respondent is liable to and shall reimburse Claimant the \$400.00 hearing session deposit which Claimant previously submitted to the NASD.

DATE

CONCURRING ARBITRATORS' SIGNATURES

May 28, 1996

James A. Jennings
James A. Jennings, Presiding
Public Arbitrator

Chess B. Faircloth
Public Arbitrator

David M. Panko
Industry Arbitrator

Date Decision Served by NASD:

June 4, 1996

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. That Respondent perpetrated a fraud against Claimant and is liable to and shall pay to Claimant the sum of \$34,223.00 plus pre-award interest at the rate of six percent (6%) simple interest per annum from June 30, 1993 until the award is paid.
2. Any relief not specifically addressed herein is denied.

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CONCURRING ARBITRATORS' SIGNATURES

James A. Jennings, Presiding
Public Arbitrator

5/29/96

Chess B. Faircloth
Chess B. Faircloth
Public Arbitrator

David M. Panko
Industry Arbitrator

Date Decision Served by NASD: _____

June 4, 1996

AWARD

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CONCURRING ARBITRATORS' SIGNATURES

James A. Jennings, Presiding
Public Arbitrator

Chess B. Faircloth
Public Arbitrator

MAY 30, 1996



David M. Panko
Industry Arbitrator

Date Decision Served by NASD: June 4, 1996