

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Sandra Robinson

vs.

95-02917

Name of Respondents

S.D. Cohn and Co., Inc.
Sidney David Cohn

REPRESENTATION

Claimant Sandra Robinson appeared pro se.

For Respondent, S.D. Cohn & Co., Inc. and Sidney David Cohn, appeared Charles M. O'Rourke, Esq., sole practioner, Garden City, New York.

CASE INFORMATION

Statement of Claim filed on June 14, 1995.

Claimant's Submission Agreement signed on June 2, 1995.

Joint Statement of Answer filed by Respondents, S.D. Cohn and Co., Inc. and Sidney David Cohn, on July 24, 1995.

Respondent, S.D. Cohn & Co., Inc.'s Submission Agreement signed on July 20, 1995.

Respondent, Sidney David Cohn's Submission Agreement signed on July 20, 1995.

HEARING INFORMATION

Hearing Date/Sessions: July 26, 1996 - 1 Session.

Hearing Location: NASD Offices
New York City, New York.

CASE SUMMARY

Claimant alleged that in March 1994, her broker Anthony Richards ("Richards") transferred her account from Westfield Financial Corporation to Respondent, S.D. Cohn, Inc. ("S.D. Cohn"), which included 700 shares of United Vision Group, Inc. ("UVG") with a market value of \$3,588.00 and 700 UVG warrants with a market value of \$1,000.00. Claimant alleged that within a week of the transfer, she left a message with S.D. Cohn receptionist, Tracey, for Richards to sell her UVG Stock and warrants. Claimant further alleged that after not hearing anything she contacted S.D. Cohn and was informed that there was some confusion as to who managed her account. In addition Claimant alleged that she was told her account was a house account, not Richards', and that she should speak to S.D. Cohn broker, John; however, he was unavailable.

Claimant alleged that she finally reached Richards on April 18, 1994, who stated that he was in charged of her account and that he would sell her UVG stocks and warrants. Claimant alleged that by this time the UVG shares and warrants were worth \$1,8400.00 and \$308.75, respectively. Claimant further alleged that Richards suggested a purchase of 5000 shares of Farmstead Tel. Group, Inc. ("Farmstead") warrants for \$2,897.50 as a way to offset her losses, to which she agreed.

Claimant alleged that her 700 UVG shares and 700 UVG warrants were again sold from her account on May 2, 1994, and that her account was shorted \$2,100.00 for the stock and \$700.00 for the warrants. Claimant alleged that upon receiving her statement she attempted to contact Richards, however was told that John would get back to her. Claimant further alleged that on June 19, 1994 there was a buy in of 700 UVG shares and 700 UVG warrants in her account for a total of \$2,995.00. In addition Claimant alleged that 5000 shares of Farmstead were sold from her account, with out her consent or knowledge on June 24, 1994 for \$1,477.50.

Moreover, Claimant alleged she contacted S.D. Cohn and asked to speak to Sidney Cohn but was connected to Mike Christ instead; who informed Claimant that John and Richard were no longer at S.D. Cohn and that he would get back to her. Claimant alleged that Christ never returned her call so she contacted Christ on August 5, 1994, who stated that he did not have a chance to investigate her complaint but would contact her on August 12, 1994. Claimant further alleged that Christ again did not return her call so she contacted him on August 18, 1996, and that Christ stated that Sidney Cohn had proposed settling her account for \$2,030.60. Finally, Claimant alleged that she declined the settlement as insufficient.

Respondents maintained that Claimant transferred her account to S.D. Cohn on March 29, 1994, and that at the time the UVG stock was worth \$2,362.50 and UVG warrants were \$700.00. Respondents denied that Claimant left a message with a receptionist, since S.D. Cohn receptionist are not authorized, and are specifically instructed not, to take customers orders.

Respondent maintained that if Claimant's representative had not been available, as Claimant alleged, then orders would have been taken by the "broker of the day." Respondent maintained that Claimant's allegation of finally getting through to her broker on April 18, 1994, was incorrect for two reasons: first, the date shown on the monthly statement for the sale of the UVG shares and warrants was April 15, 1994; second, the dates set forth on the monthly statement are recorded as settlement dates. Respondents maintained therefore, that Claimant actively sold her UVG holdings on April 8, 1994. Further, Respondents denied that there was a failure to relay messages or return call, or that Claimant made continuous calls to S.D. Cohn in order to sell her stock.

Respondents maintained that the second sale of UVG stock and warrants occurred when Claimant phoned S.D. Cohn and asked John to sell her UVG share and warrants on April 25, 1994, with out realizing she had already sold them. Respondents maintained that Claimant's contention of only noticing the second sale in June was untrue since she received a confirmation of the sale at the end of April, in addition to a monthly statement. Respondents maintained that when the settlement date arrived without delivery of the sold securities, S.D. Cohn's clearing firm executed a buy in, as is standard procedure in the industry.

Respondents denied that Claimant made calls to S.D. Cohn to ask what the term "short" meant, and contended that Claimant waited until July to question the buy-in. Respondent also denied that Cohn ever proposed a settlement. Respondent maintained that during their last conversation, S.D. Cohn's operations manager asked Claimant to write a letter or complaint if she was not satisfied with his explanation; however, Claimant did not do so.

Respondents further maintained that Claimant's request for punitive damages was based on speculation, and that her assertions of lost-opportunity contradicted her statement that she wanted to sell her UVG securities with in a week of transferring her account to S.D. Cohn. Respondents maintained that the only loss that occurred accounted to \$1,108,75.00 which was a result of the buy-in of the second sale of UVG stock and warrants, and that this occurred due to Claimant's own negligence.

RELIEF REQUESTED

Claimant requested damages in the sum of \$9,594.00, in addition to punitive damages.

Respondent requested that all claims be dismissed in their entirety.

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 original remain on file with the NASD.

AWARD

After considering the pleadings, the testimony and the evidence presented at the hearing and post hearing submissions, the undersigned arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondents, S.D. Cohn, & Co., Inc. and Sidney Cohn, are jointly and severally liable, and shall pay to Claimant, Sandra Robinson, the sum of \$3,500.00;
2. Each party shall bear their own costs, including attorneys' fees; and
3. All other requests for relief are denied.

FORUM FEES

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

Hearing Session Fees: \$200.00 (1 Session x \$200.00)

1. Claimant is assessed \$100.00 representing one-half of the forum fees due. Claimant, Sandra Robinson, is liable and shall pay to the NASD the sum of \$100.00.
2. Respondents, S.D. Cohn, & Co., Inc. and Sidney Cohn, are jointly and severally assessed \$100.00 representing one-half of the forum fees due. Respondents, S.D. Cohn, & Co., Inc. and Sidney Cohn, are jointly and severally liable and shall pay to the NASD the sum of \$100.00.

Fees are payable to the National Association of Securities Dealers, Inc.

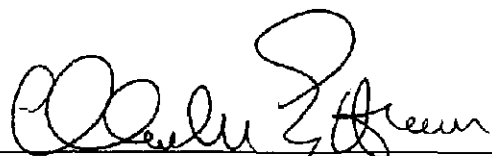
ARBITRATORS' SIGNATURE

A handwritten signature in cursive script, appearing to read "Alexander Eltman", written over a horizontal line.

Alexander Eltman, Esq.
Public Chairperson

Date of Decision: December 10, 1996

I Alexander Eltman, Esq., do hereby affirm, pursuant to Article 7505 of the Civil Practice Law and Rules, that this is my decision in the above captioned matter.

A handwritten signature in cursive script, appearing to read "Alexander Eltman", written over a horizontal line.

Alexander Eltman, Esq.