

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Jack D. Cooper

95-05616

Name of Respondent

Nations Securities

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on November 29, 1995, Claimant Jack D. Cooper, who appeared Pro Se, alleged that he was "pressured, misled, and wasn't told of the potential pitfalls associated with his investment" in a fund transferred to Nations Securities. Claimant further alleged that he contacted a Dean Witter Reynolds broker, told her that he wanted a safe, no risk plan with monthly payments, and that she recommended a US Government Fund ("U.S. GVT"). Claimant contended that the broker called several times and that he finally gave her \$100,000.00, and received a prospectus shortly thereafter. Claimant further contended that his proceeds declined, and out of fear and desperation, he switched to a Liquid Asset Account, and that as a result of the above, he has suffered a loss for which the Respondent should be held liable.

Respondent Nations Securities, through its representatives, Rodney Acker, Esq. and Joel R. Sharp, Esq., of Jenkins & Gilchrist, P.C., located in Dallas, Texas, maintained that Claimant contacted Gary Hughes ("Hughes"), Claimant's new account executive when the U.S. GVT account was transferred to Nations Securities, to express his disappointment with the decline of his investment. Respondent further maintained that this call took place two and one-half years after purchasing the fund, and that Hughes provided Claimant with information regarding the bond market and advised him that he could transfer the funds into another investment without incurring a sales charge. Respondent contended that Claimant declined his advice and instead chose to switch his investment to the Liquid Asset Fund. Respondent further contended that when the value of U.S. GVT rose, Claimant decided to switch back to U.S. GVT, however, he could not buy back the same number of shares that he held at the time he had switched out of it. Respondent maintained that Hughes never represented to Claimant that he would be able to buy back the same number of shares if he later switched back to U.S. GVT. Respondent further maintained that any losses suffered were solely caused by Claimant's own actions and conduct, and therefore, it should not be held liable.

RELIEF REQUESTED

Claimant Jack D. Cooper, requested \$10,000 in actual damages.

Respondent Nations Securities, requested that the claims of the Claimant Jack D. Cooper be dismissed.

AWARD

Pursuant to Section 13 of the NASD, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Joe B. Abbey, Esq. was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant Jack D. Cooper on November 21, 1995, and not by the Respondent Nations Securities, as required by Section 12 and 13 of the NASD, Inc. Code of Arbitration Procedure.

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 the Claimant Jack D. Cooper against the Respondent Nations Securities are dismissed in their entirety.
2. The parties shall bear their respective costs.
3. The \$150.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant Jack D. Cooper, shall be retained by the NASD, Inc.

AFFIRMATION

STATE OF *Texas*

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SS:

COUNTY OF *Dallas*

I, *John B. Abbey*, 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.

John B. Abbey
Signature of Arbitrator

DATE OF DECISION: April 30, 1996