

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimants

Morton and Zelda Michelson

96-00073

Name of Respondents

Buttonwood Securities, Inc.
Hector M. Durant, II

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on January 5, 1996 Claimants Morton and Zelda Michelson ("M. Michelson"), who appeared Pro Se, alleged that Respondent Buttonwood Securities, Inc. ("BSI") and its employee, Respondent Hector M. Durant, II ("Durant"), failed to execute M. Michelson's order to sell 4000 shares of Green Man Technologies, Inc. ("Green Man") to his detriment. M. Michelson further alleged that on October 2, 1995 he purchased the Green Man shares in dispute during an initial public offering for \$5.00 per share. M. Michelson also alleged that the stock was trading around \$8 1/2 on October 9, 1995 so he instructed Durant to sell the shares. M. Michelson contended that Durant refused to sell despite his demands to the contrary, stating that the stock would certainly go to \$12.00 a share. M. Michelson further contended that on October 12, 1995, he contacted Hector and learned that the stock had dropped to \$7 1/2 per share. M. Michelson also contended that Hector agreed to be held responsible for any losses in the stock due to his refusal to sell the shares. M. Michelson alleged that Hector continued to refuse to sell the shares even though the price of the stock was falling. M. Michelson further alleged that as a result of the above, the Claimants have suffered a loss for which the Respondents should be held liable.

Respondents Buttonwood Securities, Inc. and Hector M. Durant, II failed to file Statements of Answer to the Statement of Claim.

RELIEF REQUESTED

Claimants Morton and Zelda Michelson requested \$8,000.00 in actual damages.

Respondents Buttonwood Securities, Inc. and Hector M. Durant, II failed to file Statements of Answer to the Statement of Claim.

OTHER ISSUES CONSIDERED AND DECIDED

Pursuant to Section 13 of the NASD Code of Arbitration Procedure, the Respondents Buttonwood Securities, Inc., and Hector M. Durant, II were sent the Statement of Claim through the regular mail and were given an opportunity to respond which they failed to do.

In accordance with the by-laws of the NASD, the arbitrator has determined that the Respondents Buttonwood Securities, Inc. and Hector M. Durant, II have notice of the Statement of Claim and were required to submit to this arbitration proceeding; and are, therefore, bound by the arbitrator's ruling and determination.

AWARD

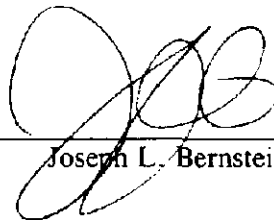
Pursuant to Section 13 of the NASD, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Joseph L. Bernstein, Esq., was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimants on January 2, 1996 and not by the Respondents as is required by Sections 12 and 13 of the NASD 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 Respondents Buttonwood Securities, Inc. and Hector M. Durant, II are jointly and severally liable and shall pay to the Claimants Morton and Zelda Michelson \$8,158.35 in actual damages.
2. The Respondents Buttonwood Securities, Inc. and Hector M. Durant, II are jointly and severally liable and shall pay to the Claimants Morton and Zelda Michelson simple interest at the rate of 8% per annum from October 9, 1995 to date of payment of the award.
3. The parties shall bear their respective costs.
4. The \$150.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimants shall be retained by the NASD, Inc. The Respondents Buttonwood Securities, Inc. and Hector M. Durant, II are jointly and severally liable and shall pay to the Claimants Morton and Zelda Michelson \$150.00 as reimbursement of the filing fee.

AFFIRMATION

I, **JOSEPH L. BERNSTEIN, 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.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by 'LB' and a flourish, written over a horizontal line.

Joseph L. Bernstein, Esq.

DATE OF DECISION: May 23, 1996