

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Saber Partnership

96-01540

Name of Respondents

Janice Turek
Mace Blicksilver

REPRESENTATION

For Claimant Saber Partnership ("Claimant") appeared Nasser Saber of the Saber Partnership located in New York, New York.

For Respondents Janice Turek ("Turek") and Mace Blicksilver ("Blicksilver"), collectively ("Respondents"), appeared G. Robert Abrams of the firm Credit Lyonnais Securities (USA) Inc., located in New York, New York.

CASE INFORMATION

Statement of Claim filed: April 9, 1996.

Claimant's Submission Agreement signed on: March 14, 1996.

Joint Statement of Answer filed by Respondents: June 3, 1996.

Respondent Turek's Submission Agreement signed on: June 3, 1996.

Respondent Blicksilver's Submission Agreement signed on: June 3, 1996.

HEARING INFORMATION

Pre-Hearing Conference: October 4, 1996 - 1 Session

Hearing Dates/Sessions: October 9, 1996 - 2 Sessions

The hearings were held at the offices of the National Association of Securities Dealers Regulation, Inc. located in New York City, New York.

CASE SUMMARY

Claimant alleged that on or about November 15, 1995, it placed an order with Turek, a representative of Credit Lyonnais Securities ("CLS"), to sell 2000 shares of Bay Networks at \$64 per share. Claimant further alleged that when the order was placed, the stock was around \$67 per share, but had begun to exhibit a weakness in price. Claimant also alleged that Turek accepted the order and then they hung up. Claimant asserted that on November 20, 1995, the stock price for Bay Networks was at \$62.50 a share, which it thought was a bargain and called Turek to place a buy order, since it thought that the stock was already sold. Claimant further asserted that Turek was not in that day so it just asked for a few quotes and never placed the buy order. Claimant also asserted that the next day it got a message from Turek asking what she should do about Bay Network, indicating that she never sold the position.

Claimant contended that when it called Turek back, she immediately liquidated the position at a price of \$60 5/8 and then apologized for not placing the sell order, stating that she forgot to convey the sell order to another trader. Claimant further contended that because of their five year relationship it did not press too much and agreed to wait to see if Turek could do something about it. Claimant also contended that it waited a month, and then in late December spoke with Turek, who informed it that she spoke with her boss, Blicksilver, who said nothing could be done. Claimant alleged that it then called Blicksilver who stated that he had listened to the conversation that took place between the parties and agreed that the case was exactly how Claimant had described it. Claimant further alleged that Blicksilver then flipped positions and stated that it had contacted him to late. Claimant also alleged that Blicksilver said a limit order could not be placed on a Nasdaq stock.

Respondents maintained that on November 15, 1995 Claimant called Turek and stated that it would sell the Bay Networks stock if it reached \$64. Respondents further maintained that this statement was clearly not a market order because the stock was several points above \$64 at the time of the conversation. Respondents also maintained that Claimant's statement was not a stop loss order since it was not stated as such. Respondents contended that any order would have been reconfirmed by the desk after initial statement by the client. Respondents further contended that Turek made it clear that she would call Claimant before doing anything. Respondents maintained that CLS does not allow discretionary accounts and, consequently, without a direct order, it does not have authority to trade for a customer's account.

Respondents also contended that on November 16, 1995 Claimant spoke with another registered representative, Thomas Moylan ("Moylan"), but never reconfirmed or asked for the status of the alleged sell order. Respondents maintained that Blicksilver never admitted wrongdoing by the firm and in fact, confirmed to Claimant that it had never placed a sale order. Respondents further maintained that Claimant failed to mitigate its damages by not reconfirming the sell order or putting in a new order on November 16, 1995.

RELIEF REQUESTED

Claimant Saber Partnership requested \$6,750.00 representing the difference between the order price of \$64 and the executed price of \$60 5/8.

Respondents Turek and Blicksilver requested that the claims of the Claimant be dismissed in their entirety.

OTHER ISSUES CONSIDERED & DECIDED

The Arbitrator considered Respondents Turek and Blicksilver's motion to dismiss and denied the motion.

The parties have agreed that a handwritten, signed Award may be entered. In this case, the parties have agreed to receive a conformed copy of the Award while the original remains on file with the NASD.

AWARD

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

1. Respondents Turek and Blicksilver be and hereby are jointly and severally liable and shall pay to Claimant the sum of \$2,760.00.
2. Respondents Turek and Blicksilver be and hereby are jointly and severally liable and shall pay to Claimant the sum of \$75.00 as reimbursement for the filing fee.
3. All other relief requests be and hereby are denied.

FORUM FEES


Pursuant to Section 10332 of the Code of Arbitration Procedure, the arbitrator determined that the NASD Regulation Inc. shall retain the \$75.00 non-refundable filing fee previously deposited by Claimant and have assessed the following Forum Fees.

1 Pre-Hearing Session X \$200.00	=	\$200.00
2 Hearing Sessions X \$200.00	=	\$400.00
minus deposit \$200.00	=	<u>\$200.00</u>
Total outstanding	=	\$400.00


Respondents Turek and Blicksilver be and hereby are jointly and severally liable and shall pay the NASD Regulation Inc. the sum of \$400.00 representing the total forum fees outstanding. Respondents Turek and Blicksilver be and hereby are jointly and severally liable and shall pay to Claimant the sum of \$200.00 as reimbursement for the forum fee deposit.

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

ARBITRATOR'S SIGNATURE


Richard Slavin, Esq.

I, Richard Slavin, do hereby affirm that this is my decision in the above captioned matter.


Richard Slavin, Esq.

Date of Decision: Dec 2, 1996