

NASD REGULATION, INC.
AWARD

In the Matter of the Arbitration Between

Name of Claimant

Yigal Buchman

96-01774

Name of Respondents

Greenway Capital Corporation
Joseph Guccione
Fred Luthy
Robert Neff
Mayer Amsel
John Margiotta

REPRESENTATION

For Claimant Yigal Buchman ("Buchman") appeared Martin Mushkin, Esq., a sole practitioner located in New York, New York.

For Respondents Greenway Capital Corporation ("Greenway"), Joseph Guccione ("Guccione"), Fred Luthy ("Luthy") and John Margiotta ("Margiotta"), collectively "Respondents", appeared Ruthann Niosi, Esq., a sole practitioner located in New York, New York.

Respondent Robert Neff ("Neff") appeared *pro se*.

Respondent Mayer Amsel ("Amsel") did not enter an appearance in this matter.

CASE INFORMATION

Buchman's Statement of Claim was filed on February 18, 1996.
Buchman's Submission Agreement was signed on February 14, 1996.

Respondents' Joint Statement of Answer was filed on August 5, 1996.
Greenway's Submission Agreement was signed on September 18, 1996.
Guccione's Submission Agreement was signed on September 18, 1996.
Luthy's Submission Agreement was signed on September 18, 1996.
Margiotta's Submission Agreement was signed on September 18, 1996.

Neff's Statement of Answer was filed on June 28, 1996.
Neff's Submission Agreement was signed on July 2, 1996.

Amsel did not file a Statement of Answer or a signed Submission Agreement.

HEARING INFORMATION

Hearing Date/Sessions: May 4, 1998 One Session

The hearing was conducted at the offices of NASD Regulation, Inc. located in New York, New York.

CASE SUMMARY

Buchman maintained that he was an unsophisticated investor and that his investment objective was to preserve his limited capital with a safe rate of return. Buchman alleged that he informed Respondents that he would be relying on their investment advice. Buchman asserted that, in 1993, Respondents suggested and purchased for his account shares of Impression Delivery Corp. ("IDC"). Buchman asserted that Respondents did not disclose that IDC was a high risk security investment which was contrary to his investment objective. Buchman further asserted that Respondents did not disclose that there was no market for the security and that the company was not required to file with the SEC. Buchman maintained that, in March 1994, he instructed Amsel to liquidate his holdings in IDC but Amsel refused, stating that the price would increase. Buchman further asserted that Respondents manipulated the price of the shares of IDC and charged him excessive commissions or mark-ups on each trade. Buchman asserted that, on March 14, 1995, he wrote to Respondents demanding that account documentation be sent to his counsel, but that this letter and repeated telephone calls were ignored. Buchman alleged that Respondents failed to supervise its registered representatives and his account. Buchman further alleged that Respondents breached their contract and were negligent in the handling of his account.

Respondents asserted that any alleged losses suffered by Buchman were the result of market forces and were not within the control of Respondents. Respondents alleged that Buchman failed to use due diligence and was negligent with respect to the transactions. Respondents asserted that Buchman, by his conduct, ratified the trades in his account. Greenway maintained that it acted in good faith in discharging its duties to Buchman, and that Guccione, Luthy, and Margiotta had no duties to Buchman. Respondents further maintained that no fiduciary duty existed and their relationship with Buchman was an ordinary broker-customer relationship. Respondents asserted that Buchman knew of and accepted all risks of investing in the securities market.

Neff maintained that his association with Greenway was limited solely to legal and corporate finance assignments. Neff further maintained that he never had contact with a Greenway customer nor had knowledge of, or control over, any customer accounts. Neff also maintained he has never traded, purchased or sold any securities and has never supervised the work of Amsel, Margiotta or any other registered representative. Neff maintained that he had no contact

with Buchman and made no suggestions or recommendations to him on any subject. Neff further maintained that he never solicited Buchman to invest in IDC.

RELIEF REQUESTED

Buchman requested compensatory damages in the amount of \$10,962.25, punitive damages, plus pre- and post-judgment interest, costs, attorneys' fees, and such other and further relief as the arbitrator deems just and proper.

Respondents requested that the Statement of Claim be dismissed in its entirety.

Neff requested that the Statement of Claim be dismissed.

OTHER ISSUES CONSIDERED & DECIDED

By letter dated May 16, 1997, Buchman advised the NASD that a settlement was reached with Respondent Neff.

By letter dated June 20, 1997, Buchman dismissed his claims against Greenway, Guccione, Luthy and Margiotta.

The panel made the following determinations concerning Amsel, who did not file a Statement of Answer or a Submission Agreement and did not appear at the hearing in this matter:

1. Pursuant to Rule 10101 of the Code of Arbitration Procedure (the "Code"), the panel found subject matter jurisdiction over this entire controversy.
2. The panel found that Amsel was a person associated with a member of the NASD at the time this controversy arose. Accordingly, the panel found personal jurisdiction over Amsel pursuant to Rule 10301 of the Code.
3. The panel found that Amsel was required to file a Statement of Answer and a Submission Agreement with NASD Regulation pursuant to Rule 10314(b) of the Code. In this regard, the panel found that the Statement of Claim was properly served upon Amsel pursuant to Rule 10314(a) of the Code.
4. In addition, in accordance with Rules 10310, 10315 and 10318 of the Code, the panel found that NASD Regulation provided Amsel with "due notice" of the hearings conducted in this matter by regular and certified mail. The panel further determined to proceed with the hearing without Amsel whose absence was unexcused.

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. Amsel be and hereby is liable for and shall pay to Buchman compensatory damages in the amount of \$5,462.50, plus interest accruing from April 1, 1994 until the date the award is satisfied.
2. All other requests for relief are hereby denied.

FORUM FEES

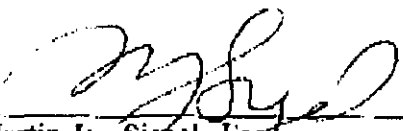
Pursuant to Rule 10332(c) of the Code of Arbitration Procedure, the arbitrator has determined that NASD Regulation, Inc. shall retain the \$100.00 non-refundable filing fee previously paid by Claimant and has assessed the following Forum Fees:

1 Hearing session x \$300.00	=	\$300.00
Total Forum Fees	=	\$300.00

1. Claimant be and hereby is liable for the sum of \$300.00, representing the total forum fees assessed. Claimant previously deposited \$300.00 with NASD Regulation, Inc., and, therefore, no fees are owed.
2. Greenway be and hereby is liable for and shall pay the sum of \$200.00 representing the member surcharge assessed.

Fees are payable to NASD Regulation, Inc.

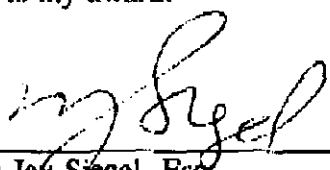
ARBITRATOR'S SIGNATURE



Martin Jay Siegel, Esq.
Public Arbitrator

Date of decision: JUNE 1, 1998

I, Martin Jay Siegel, Esq., do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



Martin Jay Siegel, Esq.