

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

David W. Reber

96-02853

Name of Respondent

Nationwide Securities Corp.

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on July 3, 1996, claimant David W. Reber ("claimant"), who appeared Pro Se, alleged that respondent Nationwide Securities, Inc. ("respondent") sold him securities to his detriment. Claimant further alleged that on December 19, 1995, he was contacted by a person claiming to be Thomas DeCeglie and respondent's employee ("Broker"). Claimant also alleged that the Broker convinced him to purchase 250 shares of Advanced Tissue Sciences, Inc. and that he was sent a confirmation slip and DeCeglie's business card. Claimant contended that on March 4, 1996, the Broker convinced him to purchase 500 shares of Thermo-mizer Environmental Corp. and the confirmation slip had the name of Marco Fiore ("Fiore") as the broker. Claimant further contended that he was concerned about this development because Fiore had sold him a stock in February of 1994, through a different brokerage firm, which lost nearly all of its value. Claimant also contended that he questioned the Broker about the problem and was told that there were tax savings associated with doing reporting the trade this way. Claimant asserted that in March of 1996, the Broker convinced him to sell Advanced Tissue Sciences, Inc. and to purchase Thermo-mizer Environmental Corp warrants. Claimant also asserted that he had difficulty contacting respondent and that DeCeglie answered the phone one day saying that he had quit and that others were using his name and that the office he called was essentially shut down. Claimant alleged that he contacted Mr. Williams at respondent's office who told him that he had been dealing with Fiore the entire time but that he had been terminated. Claimant further alleged that many people who worked for respondent were involved in the scheme and that as a result of the above, he has suffered a loss for which the respondent should be held liable.

Respondent Nationwide Securities, Corp. through its representative and counsel, Jonathan A. Pace, Esq., of the law firm of Pace & Rickey, L.L.P., located in Dallas, Texas, denied that any

illegal activities were conducted by its employee, Marco Fiore. Respondent further maintained that Fiore denied that he misrepresented himself as DeCeglie. Respondent also maintained that even if he had been dealing with Fiore, his dissatisfaction with Fiore in the past does not erase the fact that he agreed to purchase the securities in question. Respondent contended that claimant alleges no misrepresentations with regard to the purchase of the stock and as a result of the above, it should not be held liable.

RELIEF REQUESTED

Claimant David W. Reber requested \$4,964.75 in actual damages plus filing fees.

Respondent Nationwide Securities, Corp. requested that the claims be dismissed in their entirety.

OTHER ISSUES CONSIDERED AND DECIDED

The arbitrator considered and reviewed all documentation concerning claimant's request that respondent's Statement of Answer not be considered as part of the record as it was filed late. The arbitrator denied the request.

AWARD

Pursuant to Section 10302 of the NASD, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Joseph L. Farrell, Jr., Esq., was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on

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 David W. Reber against respondent Nationwide Securities, Inc. are denied in their entirety.
2. The parties shall bear their respective costs and attorney's fees.
3. The \$125.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant shall be retained by the NASD, Inc.

AFFIRMATION

I, Joseph L. Farrell, Jr., 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.


Signature of Arbitrator

DATE OF DECISION: December 30, 1996