

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

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In the Matter of the Arbitration Between

Name of Claimant

Anne E. Godshaw

96-04345

Name of Respondent

Robert L. Tucker

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**CASE SUMMARY**

In a case filed with the National Association of Securities Dealers Regulation, Inc. on September 30, 1996, claimant Anne Godshaw ("claimant") who appeared Pro Se, alleged that respondent Robert L. Tucker ("Tucker") called her and suggested that she purchase Smartel Communication Corp. ("Smartel"). Claimant further alleged that Tucker described the future of the stock in glowing terms, so on July 19, 1996, she purchased 2500 shares at \$2.00 a share. Claimant also alleged that on July 21, 1996, she received the confirmation which indicated that the purchase price was \$2.9/32 not \$2.00 a share. Claimant asserted that she immediately called Tucker and requested that he void this unauthorized purchase, which he agreed to do. Claimant further asserted that August 5, 1996, she received a statement showing the purchase on July 19, at \$2.9/16 and the sale on July 25, 1996 at \$1.15/16. Claimant also asserted that to cover the loss, this statement also showed an unauthorized sale of another equity, Allied Waste Inds. ("AWIN"). Claimant contended that she tried to phone Tucker, but that he was not available and her requests to return her call were ignored. Claimant further contended that there was no communication with Tucker after her July 21, 1996 call.

Respondent Robert L. Tucker through his representative and counsel, Howard A. Tescher, Esq., of the law firm Kipnis, Tescher, Lippman, Valinsky & Kain located in Fort Lauderdale, Florida maintained that he spoke to claimant's husband with respect to the purchase of Smartel. Respondent further maintained that claimant's husband agreed to purchase 2,500 shares of Smartel at the price indicated on the confirmation. Respondent also maintained that prior to placing the order, he spoke directly with claimant about authorizing the purchase. Respondent contended that several days after the trade he spoke with claimant's husband and advised him that unless the amount listed on the confirmation was paid by the settlement date, the firm would sell out the position and look to liquidate the shares of other securities held in her account to make up any shortfall. Respondent further contended that claimant failed to remit payment for the Smartel purchase and the firm accordingly sold out her position.

**RELIEF REQUESTED**

Claimant Anne Godshaw requested \$1,260.00 in actual damages.

Respondent Robert L. Tucker requested that the claims of claimant be dismissed in their entirety, and for other and further relief deemed just and proper.

**AWARD**

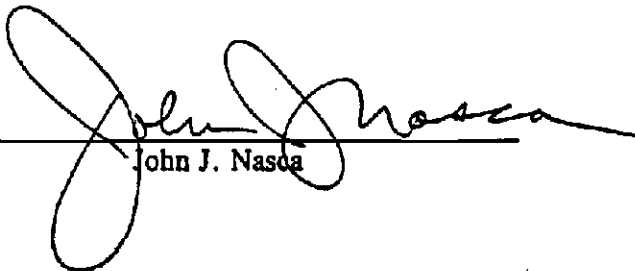
Pursuant to Section 10302 of the NASD Code of Arbitration Procedure, a single Public Arbitrator, John J. Nasca was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by claimant Anne Godshaw on September 27, 1996 and by respondent Robert L. Tucker on October 28, 1996.

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 claimant Anne Godshaw against respondent Robert Tucker are dismissed in their entirety.
2. All other relief requests are denied.
3. The \$50.00 filing fee previously deposited with the National Association of Securities Dealers Regulation, Inc. by claimant Anne Godshaw shall be retained by the NASD Regulation, Inc.

**AFFIRMATION**

I, John Nasca, do hereby affirm upon my oath as arbitrator that I am the individual describer herein and who executed this instrument which is my oath and award.

  
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John J. Nasca

Date of Decision: February 19, 1997