

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Mitchell Feig, (Claimant) vs. Tasin & Company, Inc., Andrew Bernstein, Robert Rosato, and Alphonse Mekalainas, (Respondents)

Case Number: 99-02544

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Mitchell Feig, hereinafter referred to as "Claimant": Robert P. Johnson, Esq., Capetola & Doddato, Esqs., Williston Park, NY.

Respondents, Tasin & Company, Inc. ("Tasin") and Robert Rosato ("Rosato"): Ernest E. Badway, Esq., Saiber Schlesinger Satz & Goldstein, LLC, Newark, NJ.

Respondent, Andrew Bernstein ("Bernstein"): Jeffrey M. Rubin, Esq., Rubin & Shang, New York, NY. Bernstein originally appeared *pro se*.

Respondent, Alphonse Mekalainas ("Mekalainas"): Robert C. Beers, Esq., Robert C. Beers, P.C., Selden, NY.

CASE INFORMATION

Statement of Claim filed on or about: June 2, 1999.

Claimant signed the Uniform Submission Agreement: June 1, 1999.

Statement of Answer and Crossclaim filed by Tasin on or about: September 28, 1999.

Statement of Answer filed by Rosato on or about: April 19, 2000.

Amended Statement of Answer and Crossclaim filed by Tasin and Rosato on or about: June 13, 2000.

Tasin signed the Uniform Submission Agreement.

Rosato did not sign the Uniform Submission Agreement.

Statement of Answer filed by Bernstein on or about: September 27, 1999.

Bernstein signed the Uniform Submission Agreement: September 27, 1999.

Statement of Answer filed by Mekalainas on or about: September 26, 1999.

Mekalainas signed the Uniform Submission Agreement: August 26, 1999.

CASE SUMMARY

Claimant asserted the following cause of action: unauthorized trades involving United States Treasury Bonds and the stock of Veritas Software Corp.

Unless specifically admitted in his Answer, Bernstein denied the allegations made in the Statement of Claim and asserted the following defenses: Bernstein purchased \$500,000.00 of United States Treasury Bonds for Claimant, instead of \$200,000.00, due to a misunderstanding with Claimant; the United States Treasury Bond trade was corrected with no loss to Claimant; and all other allegations regarding unauthorized trading are false.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$70,000.00, plus interest, counsel fees, and expenses.

Bernstein did not make any relief requests in his Statement of Answer.

OTHER ISSUES CONSIDERED AND DECIDED

Rosato did not file with NASD Dispute Resolution, Inc. a properly executed submission to arbitration but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure and, having answered the claim, is bound by the determination of the Panel on all issues submitted.

On September 6, 2000, Claimant informed NASD Dispute Resolution, Inc. that he had settled his claims with Tasin, Rosato, and Mekalainas.

On December 13, 2000, Tasin informed NASD Dispute Resolution, Inc. that it was withdrawing its Crossclaim against Bernstein, without prejudice.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

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

1. Bernstein be and hereby is liable for and shall pay to Claimant the sum of \$10,000.00 as compensatory damages, plus interest at the rate of 9% accruing from February 10, 1998 until date of payment.
2. Each party shall bear its own costs.
3. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 225.00
Crossclaim filing fee	= \$1,000.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter, Tasin & Company, Inc. is a party.

Member surcharge	= \$1,000.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$1,500.00

Adjournment Fees

Adjournments requested during these proceedings:

September 7, 2000, adjournment by Bernstein	= \$ 750.00
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Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) Pre-hearing sessions with Panel x \$750.00 = \$1,500.00

Pre-hearing conferences: May 23, 2000 1 session
October 24, 2000 1 session

Two (2) Hearing sessions x \$750.00 = \$1,500.00

Hearing Date: December 15, 2000 2 sessions

Total Forum Fees = \$3,000.00

1. The Panel has assessed \$1,000.00 of the forum fees against Claimant.
2. The Panel has assessed \$1,000.00 of the forum fees against Tasin.
3. The Panel has assessed \$1,000.00 of the forum fees against Bernstein.

Fee Summary

1. Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$ 225.00
Forum Fees	= \$1,000.00
Total Fees	= \$1,225.00
Less payments	= \$ 975.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 250.00

2. Tasin be and hereby is solely liable for:

Crossclaim Filing Fee	= \$1,000.00
Member Fees	= \$3,100.00
Forum Fees	= \$1,000.00
Total Fees	= \$5,100.00
Less payments	= \$2,112.27
Balance Due NASD Dispute Resolution, Inc.	= \$2,987.73

NASD Dispute Resolution, Inc.
Arbitration No. 99-02544
Award Page 5

3. Bernstein be and hereby is solely liable for:

Adjournment Fee	= \$ 750.00
Forum Fees	= <u>\$1,000.00</u>
Total Fees	= \$1,750.00
Less payments	= <u>\$ 0.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$1,750.00

All balances are due and payable to NASD Dispute Resolution, Inc.

NASD Dispute Resolution, Inc.

Arbitration No. 99-02544

Award Page 6

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, 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.



David M. Kaplan, Esq.

Public Arbitrator, Presiding Chair

1-21-01
Signature Date

Harvey J. Kesner, Esq.

Public Arbitrator

Signature Date

Robert I. Adler

Industry Arbitrator

Signature Date

January 23, 2001

Date of Service (For NASD office use only)

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, 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.

David M. Kaplan, Esq.
Public Arbitrator, Presiding Chair

Signature Date



Harvey J. Kesner, Esq.
Public Arbitrator

1/23/00
Signature Date

Robert I. Adler
Industry Arbitrator

Signature Date

January 23, 2001
Date of Service (For NASD office use only)

Concurring Arbitrators' Signatures

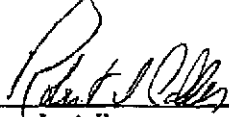
I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

David M. Kaplan, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Harvey J. Kesner, Esq.
Public Arbitrator

Signature Date



Robert I. Adler
Industry Arbitrator

Jan. 22, 2001

Signature Date

January 23, 2001
Date of Service (For NASD office use only)