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Stipulated Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Sidney Myers, (Claimant) vs. Shufro, Rose & Co., LLC, Fred Ehrman, and Steven J. Glass,
(Respondents)

Case Number: 99-04086

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Sidney Myers, hereinafter referred to as "Claimant": David J. Rabbach, Esq., Faust, Rabbach & Oppenheim, LLP, New York, NY.

Respondents, Shufro, Rose & Co., LLC ("Shufro") and Steven J. Glass ("Glass"): John Singer, Esq., Proskauer Rose LLP, New York, NY.

Respondent, Fred Ehrman ("Ehrman"): J. Jay Lobell, Esq., Covington & Burling, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: September 1, 1999.

Claimant signed the Uniform Submission Agreement: August 27, 1999.

Statement of Answer filed by Shufro and Glass on or about: December 17, 1999.

Shufro did not sign a Uniform Submission Agreement.

Glass did not sign a Uniform Submission Agreement.

Statement of Answer filed by Ehrman on or about: February 15, 2000.

Ehrman signed the Uniform Submission Agreement: February 14, 2000.

CASE SUMMARY

Claimant asserted the following causes of action: unsuitability; unauthorized transactions; and failure to properly supervise. Claimant's claim involved Marvel Holdings Zero Coupon Bonds and Barry Jewelers, Inc. 11% Bonds.

Unless specifically admitted in their Answer, Shufro and Glass denied the allegations made in the Statement of Claim and asserted the following defenses: the Statement of Claim fails to state a claim upon which relief can be granted; the Statement of Claim is barred by the doctrines of estoppel, waiver, and ratification; Claimant is precluded from recovery since the losses allegedly sustained by Claimant were a direct and proximate result of Claimant's own conduct and/or negligence and not by any act or omission on the part of Shufro or Glass; Claimant is precluded from recovery since he failed to take reasonable and prudent action in order to mitigate his losses; Shufro and Glass acted in good faith and in compliance with all applicable rules and regulations; and Shufro and Glass discharged their responsibilities in a professional and ethical manner, in good faith, and in accordance with the investment objectives expressed by Claimant.

Unless specifically admitted in his Answer, Ehrman denied the allegations made in the Statement of Claim and asserted the following defenses: the Statement of Claim fails to state a claim upon which relief can be granted; the Statement of Claim is barred by the doctrines of waiver, estoppel, laches, and ratification; Ehrman acted in good faith and in compliance with all applicable rules and regulations; the claims in the Statement of Claim are barred by the applicable statutes of limitations and repose; and Ehrman discharged his responsibility in a professional and ethical manner, in good faith, and consistent with the investment objectives conveyed to and shared by Claimant.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount \$90,636.42, plus interest from the date of purchase of each bond in question, and such other and further relief as may be appropriate.

Shufro and Glass requested that the Panel:

- a. Dismiss Claimant's claims in their entirety;
- b. Award Shufro and Glass the costs associated with the defense of this matter, including attorneys' fees and costs of suit; and
- c. Award Shufro and Glass any other relief which the Panel may find to be just and equitable.

Ehrman requested that the Panel:

- a. Dismiss the Statement of Claim in its entirety;
- b. Award him all costs incurred in his defense of the Statement of Claim, including reasonable attorneys' fees; and
- c. Grant him such other and further relief which, to the Panel, is just and equitable.

OTHER ISSUES CONSIDERED AND DECIDED

On December 8, 2000, Claimant informed NASD Dispute Resolution, Inc. that he had settled his claims with the Respondents. On May 2, 2001, counsel for Respondents Shufro and Glass requested that the Stipulated Award attached hereto as Exhibit "A", which has been signed and consented to by both Claimant and Shufro, be forwarded to the Panel for review and signature.

Upon confirmation of the attached Stipulated Award by a court of competent jurisdiction, NASD Regulation, Inc. shall comply with the terms of said Stipulated Award.

Shufro and Glass did not file with NASD Dispute Resolution, Inc. properly executed submissions to arbitration but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure and, having answered the claim, appeared and testified at the hearing, are bound by the determination of the Panel on all issues submitted.

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.

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
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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, Shufro, Rose & Co., LLC is a party.

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

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:

One (1) Pre-hearing session with Panel x \$750.00	= \$ 750.00
<u>Pre-Hearing Conference: July 7, 2000 1 session</u>	
Total Forum Fees	= \$ 750.00

1. The Panel has assessed \$375.00 of the forum fees against Claimant.
2. The Panel has assessed \$375.00 of the forum fees jointly and severally against Respondents.

This fee assessment supersedes the amount calculated and recited in the Stipulated Award, attached as "Exhibit A," where in which it states the NASD will refund \$750.00 to the Claimant.

Fee Summary

1. Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$ 225.00
<u>Forum Fees</u>	= \$ 375.00
Total Fees	= \$ 600.00
<u>Less payments</u>	= \$ 975.00
Refund Due Claimant	= \$ 375.00

2. Shufro be and hereby is solely liable for:

<u>Member Fees</u>	= \$3,100.00
Total Fees	= \$3,100.00
<u>Less payments</u>	= \$3,379.00
Refund Due Shufro	= \$ 279.00

3. Respondents be and hereby are jointly and severally liable for:

<u>Forum Fees</u>	= \$ 375.00
Total Fees	= \$ 375.00
<u>Less payments</u>	= \$ 375.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

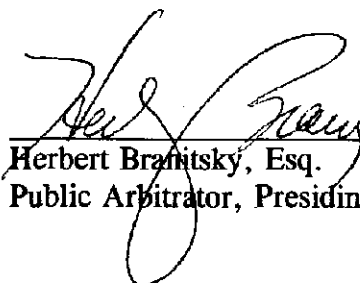
All balances are due and payable to NASD Dispute Resolution, Inc.

ARBITRATION PANEL

Herbert Branitsky, Esq.	-	Public Arbitrator, Presiding Chair
John Joseph Marinan, Esq.	-	Public Arbitrator
Robert F. Hartnett, CFP, CLU	-	Industry Arbitrator

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.



Herbert Branitsky, Esq.
Public Arbitrator, Presiding Chair

6/28/01

Signature Date

John Joseph Marinan, Esq.
Public Arbitrator

Signature Date

Robert F. Hartnett, CFP, CLU
Industry Arbitrator

Signature Date

June 28, 2001

Date of Service (For NASD office use only)

ARBITRATION PANEL

Herbert Branitsky, Esq.	-	Public Arbitrator, Presiding Chair
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Robert F. Hartnett, CFP, CLU	-	Industry Arbitrator

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Herbert Branitsky, Esq.
Public Arbitrator, Presiding Chair

Signature Date



John Joseph Marinan, Esq.
Public Arbitrator

6/13/01

Signature Date

Robert F. Hartnett, CFP, CLU
Industry Arbitrator

Signature Date

June 28, 2001
Date of Service (For NASD office use only)

ARBITRATION PANEL

Herbert Branitsky, Esq.	-	Public Arbitrator, Presiding Chair
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Herbert Branitsky, Esq.
Public Arbitrator, Presiding Chair

Signature Date

John Joseph Marinan, Esq.
Public Arbitrator

Signature Date


Robert F. Hartnett, CFP, CLU
Industry Arbitrator

06/11/01
Signature Date

June 28, 2001

Date of Service (For NASD office use only)