

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between

Name of Claimant

Merrill Lynch, Pierce, Fenner & Smith, Inc.

Case No. 00-04598

Hearing Site: Boca Raton, Florida

Names of Respondents

Richard A. and Tiffany M. Winikoff

REPRESENTATION OF PARTIES

For Merrill Lynch, Pierce, Fenner & Smith, Inc. ("Merrill") hereinafter referred to as "Claimant": Jason M. Fedo, Esq., Greenberg Traug, P.A., West Palm Beach, Florida.

Respondents Richard A. and Tiffany M. Winikoff ("Winikoffs") appeared pro se.

CASE INFORMATION

Statement of Claim filed on or about: October 13, 2000.

Claimant signed the Uniform Submission Agreement: October 4, 2000.

Respondents did not file Statements of Answer or executed Uniform Submission Agreements.

CASE SUMMARY

Claimant asserted the following: 1) Respondents breached their agreement with Claimant; 2) Respondents failed to pay margin balances due in their account; and 3) Respondents have been unjustly enriched through their failure to pay the debt due to Claimant. The causes of action relate to debt incurred in Respondents' account as a result of trades in unspecified securities on margin in their account.

RELIEF REQUESTED

Claimant requested compensatory damages of \$28,239.11, plus interest, attorney's fees, the costs of this proceeding and such other relief as is deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents Richard A. and Tiffany M. Winikoff did not appear at the evidentiary hearing in this matter. Upon review of the file and the representations made on behalf of Claimant, the undersigned arbitrator (the "Arbitrator") determined that Respondents have been properly

served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without said Respondents present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

Neither at the IPHC nor in written correspondence did Respondent Richard A. Winikoff deny any of the claims made by the Claimant. Although Respondent Winikoff was granted *generous extensions on filing any response to the Statement of Claim* or responses to discovery and was granted a postponement of the evidentiary hearing, he did not deny or respond to any of the claims.

Respondents Richard A. and Tiffany M. Winikoff did not file with NASD Dispute Resolution, Inc. properly executed submissions to arbitration but are required to submit to the arbitration pursuant to the Code and the Client Relationship Agreement executed by Respondents, and are bound by the determination of the Arbitrator on all issues submitted.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions (if any), the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

Respondent Richard Winikoff is liable and shall pay to Claimant the sum of \$28,239.11 as compensatory damages, plus interest at the rate of 10% per annum from July 3, 2000 through the date of payment of the Award. Damages are awarded as a result of Respondent Richard Winikoff's breach of contract.

Claimant's claims against Respondent Tiffany Winikoff are denied in their entirety.

Respondent Richard Winikoff is liable and shall pay to Claimant the sum of \$1,000.00 representing reimbursement of the claim filing fee previously paid by Claimant to NASD Dispute Resolution, Inc.

Any and all other requests for relief not specifically addressed herein, including Claimant's request for attorney's fees, are 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

= \$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, the member firm is a party.

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

Adjournment Fees

Adjournments requested during these proceedings:

February 7, 2002 hearing date, adjournment requested by Respondent Richard Winikoff.
The adjournment fee of \$450.00 was assessed against Respondent Richard Winikoff.

Forum Fees and Assessments

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

One (1) Pre-hearing session with a single arbitrator x \$450.00	= \$ 450.00
Pre-hearing conference: April 26, 2001	1 session
One (1) Hearing session x \$450.00	= \$ 450.00
Hearing Date: February 20, 2002	1 session
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Total Forum Fees	= \$ 900.00

The arbitrator has assessed \$225.00 of the forum fees to Claimant.

The arbitrator has assessed \$675.00 of the forum fees to Respondent Richard Winikoff.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services including, but not limited to, additional copies of arbitrator awards beyond those provided without charge, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred during these proceedings.

Fee Summary

Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$1,000.00
Member Fees	= \$2,200.00
Forum Fees	= \$ 225.00

Total Fees = \$3,425.00

Less payments = \$3,425.00

Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00
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Respondent Richard Winikoff be and hereby is solely liable for:

Adjournment Fee = \$ 450.00

Forum Fees = \$ 675.00

Total Fees = \$1,125.00

Less payments = \$ 0.00

Balance Due NASD Dispute Resolution, Inc.	= \$1,125.00
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All balances are due and payable to NASD Dispute Resolution, Inc. immediately upon receipt of the Award by the parties pursuant to Rule 10330(g) of the Code.

ARBITRATOR

John E. Sutton

Public Arbitrator, Presiding Chair

Arbitrator's Signature

/s/

John E. Sutton
Public Arbitrator, Presiding Chair

Signature Date

April 2, 2002

Date of Service (For NASD-Dispute Resolution office use only)

Total Fees	= \$3,425.00
Less payments	= \$3,425.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

Respondent Richard Winkoff he and hereby is solely liable for:

Adjustment Fee	= \$ 450.00
Forum Fees	= \$ 675.00

Total Fees	= \$1,125.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution, Inc.	= \$1,125.00

All balances are due and payable to NASD Dispute Resolution, Inc. immediately upon receipt of the Award by the parties pursuant to Rule 10330(g) of the Code.

ARBITRATOR

John E. Sutton

Public Arbitrator, Presiding Chair

Arbitrator's Signature



John E. Sutton
Public Arbitrator, Presiding Chair

March 28, 2002
Signature Date

Date of Service (For NASD-Dispute Resolution office use only)