

**Award**  
**NASD Dispute Resolution, Inc.**

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In the Matter of the Arbitration Between:  
First Union Securities, Inc., Claimant v. Steven B. Stiffel, Respondent

Case Number: 00-05420

Hearing Site: Los Angeles, California

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**REPRESENTATION OF PARTIES**

For Claimant:

Kevin M. Gleason, Esq.  
Kane & Fischer, Ltd.  
Chicago, Illinois

For Respondent:

Steven B. Stiffel, Pro se  
Manhattan Beach, California

**CASE INFORMATION**

Statement of Claim filed: December 5, 2000

Claimant's Uniform Submission Agreement signed: December 4, 2000

Statement of Answer filed by Respondent Steven B. Stiffel: April 17, 2001

Respondent's Uniform Submission Agreement signed: April 17, 2001

**CASE SUMMARY**

Claimant alleged breach of two promissory notes.

Respondent's handwritten answer alleged he had been damaged by Claimant's conduct.

**RELIEF REQUESTED**

Claimant requested \$114,100.08 in compensatory damages, plus interest thereon, costs, and attorney's fees.

Respondent's answer did not request any specific relief.

### **OTHER ISSUES CONSIDERED AND DECIDED**

At the hearing on the merits, Respondent Stiffel renewed his request to continue the hearing. The panel denied the request, whereupon Respondent Stiffel left the hearing. Notwithstanding his early departure, having filed an answer, having appeared at the hearing, and having signed the Uniform Submission Agreement, Respondent Stiffel is bound by the determination of the Panel on all issues submitted.

At the conclusion of the hearing, the remaining party 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, testimony, and evidence presented at the hearing, the Panel decided in full and final resolution of the issues submitted for determination as follows:

- 1) Respondent Stiffel is liable to and shall pay Claimant
  - a) \$131,301.19 in compensatory damages;
  - b) \$10,509.00 in attorney's fees per contracts; and,
  - c) \$7,541.32 in costs.
- 1) All other relief requested and not expressly granted is denied.

### **FEES**

Pursuant to the Code, the following fees are assessed:

#### **Filing Fees**

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

Initial claim filing fee	= \$ 1,000.00
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#### **Member Fees**

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events which gave rise to the dispute, claim, or controversy. Accordingly, the member firm First Union Securities, Inc. is a party and the following fees are assessed:

Member Surcharge	= \$ 1,500.00
Pre-Hearing Process Fee	= \$ 600.00
Hearing Process Fee	= \$ 2,500.00
Total Member Fees	= \$ 4,600.00

**Forum Fees and Assessments**

The Panel assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Panel. The following fees are assessed:

(1) Pre-hearing conference session with the Panel @ \$1,125.00/session = \$ 1,125.00  
Pre-hearing conference: July 11, 2001 1 session

(1) Hearing session @ \$1,125.00/session = \$ 1,125.00  
Hearing: March 18, 2002 1 session

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**Total Forum Fees** = \$ 2,250.00

1. The Panel assessed \$ 1,125.00 of the forum fees to Claimant First Union Securities, Inc.
2. The Panel assessed \$ 1,125.00 of the forum fees to Respondent Stiffel.

**Fee Summary**

1. Claimant First Union Securities, Inc. is charged with the following fees and costs:

Initial Filing Fee	= \$ 1,000.00
Member Fees	= \$ 4,600.00
Forum Fees	= \$ 1,125.00
Total Fees	= \$ 6,725.00
Less payments	= \$( 6,725.00)
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

2. Respondent Stiffel is charged with the following fees and costs:

Forum Fees	= \$ 1,125.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 1,125.00

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

**ARBITRATION PANEL**

*Helmut F. Furtth, Esq.*  
*Mary E. Cobb*  
*Luther Delano Prater*

*Non-Public, Presiding Chair*  
*Non-Public Arbitrator*  
*Non-Public Arbitrator*

**Concurring Arbitrators' Signature(s)**

*Helmut F. Furtth*

*Helmut F. Furtth, Esq.*  
Chair, Non-Public Arbitrator

*March 22, 2002*  
Signature Date

*Mary E. Cobb*  
Non-Public Arbitrator

Signature Date

*Luther Delano Prater*  
Non-Public Arbitrator

Signature Date

*3.25.02*  
Date of Service

**ARBITRATION PANEL**

<i>Helmut F. Furth, Esq.</i>	-	<i>Non-Public, Presiding Chair</i>
<i>Mary E. Cobb</i>	-	<i>Non-Public Arbitrator</i>
<i>Luther Delano Prater</i>	-	<i>Non-Public Arbitrator</i>

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Signature Date

*Mary E. Cobb*  
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Non-Public Arbitrator

3/25/02  
Signature Date

Luther Delano Prater  
Non-Public Arbitrator

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<i>Mary E. Cobb</i>	-	<i>Non-Public Arbitrator</i>
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Non-Public Arbitrator

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Signature Date

*Luther Delano Prater*  
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Luther Delano Prater  
Non-Public Arbitrator

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