

**NASD DISPUTE RESOLUTION AWARD**  
**NASD DISPUTE RESOLUTION, INC.**

CASE:01-00621

Charles Schwab & Co., Inc., claimant vs. Gloria Haines, respondent.

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**ATTORNEYS:**

For Claimant appeared Brandon K. Hemley, Esq., in-house counsel, San Francisco, CA.

Respondent did not submit a response to the Statement of Claim.

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**DATE FILED:** February 7, 2001

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**CASE SUMMARY:** Claimant alleged that respondent failed to repay the unsecured debit balance that remains in her account from purchases of unsolicited shares of AAPL.

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**ARBITRATOR'S REPORT:** See Attached exhibit A.

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**Claim Data**

Claim: \$23,077.08  
Interest: unspecified

Attorney Fees: unspecified  
Filing Fees: \$1,450.00  
Other: \$.00

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**Award Data**

Award: \$23,077.08  
Interest: at 10% per annum (\$6.32 per day) from November 1, 2000 until the date of payment of the award.

Attorney Fees: \$.00  
Filing Fees: \$1,050.00  
Other: \$400.00

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**AWARD:** The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) Respondent is liable and shall pay to the claimant \$23,077.08. 2) Respondent is liable and shall pay to the claimant interest at the California legal rate of 10% per annum (\$6.32 per day) from November 1, 2000 until the date of payment of the award. 3) All requests for attorney fees are denied. 4) Respondent is liable and shall pay claimant other damages in the amount of \$400.00 5) The \$1,050.00 filing fee previously deposited with NASD Dispute Resolution, Inc. by the claimant, shall be retained by NASD Dispute Resolution, Inc. 6) Respondent is liable and shall pay claimant \$1,050.00 as reimbursement of the filing fee.

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**OTHER FEES:** Pursuant to Rule 10333 of the Code, claimant has paid to NASD Dispute Resolution, Inc. the \$400.00 Member Surcharge previously invoiced.

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**OTHER ISSUES:** Pursuant to the By-Laws of NASD Dispute Resolution, the arbitrator determined that respondent Gloria Haines was served notice of the Statement of Claim and Notification of Arbitrator by regular mail, and Overdue Notice by certified mail, and is therefore bound by the arbitrator's ruling and determination.

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Award 01-00621

Matthew V. Brady

Sole Public Arbitrator

**AFFIRMATION**

I, Matthew V. Brady, do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.



Matthew V. Brady

10/23/01  
Signature Date

November 15, 2001  
Date of Service (For NASD-DR office use only)

1 Matthew V. Brady, Esq.  
2 MATTHEW V. BRADY & ASSOCIATES  
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8 **BEFORE THE NASD**  
9 **DISPUTE RESOLUTION, INC.**

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11 CHARLES SCHWAB & CO., INC., )

Case No: 0100621

12 Claimant, )

ARBITRATION DETERMINATION

13 v. )

14 GLORIA HAINES, )

15 Respondent. )

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17 This simplified arbitration in the came before the arbiter based upon the pleadings submitted by  
18 Complainant Charles Schwab dated February 1, 2001, as supplemented by information requested by  
19 arbiter. Arbiter had requested documentation showing proof of service but accepts based upon the  
20 representations of counsel for the Complainant set forth in the pleadings that Respondent was served with  
21 the pleadings by Federal Express on February 6, 2001. Respondent never replied nor appeared.

22 Based upon the failure of the Respondent to reply to the claim, arbiter excepts the truth of the  
23 factual statements provided by Claimant and finds for Charles Schwab as follows:


- 24 1. Damages in the sum of \$23,077.08 representing the unsecured debit balance as of  
25 October 31, 2000.  
26 2. Interest on the principal balance of \$6.32 per day (the California legal rate of 10%) from  
27 and after November 1, 2000, until the principal and interest is paid in full.  
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1 3. NASD arbitration filing costs in the sum of \$1,450.00.

2 Proof of service were shown by attachment page where the statement was made that a copy of the  
3 statement of claim and arbitration was served via Federal Express on February 6, 2001 although no  
4 confirmation that such took place was provided arbiter accepts as factual representation of counsel  
5 submitting of the filing that such did take place on that particular date.

6 IT IS SO ORDERED.

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8 DATE: 9/17/01  
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MATTHEW V. BRADY  
Arbitrator

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