

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Dr. Maher Mobasher (Claimant) v. Merrill Lynch, Pierce, Fenner & Smith, Inc., and Hani Atassi (Respondents)

Case Number: 04-03200

Hearing Site: New York, New York

Nature of the Dispute: Customer v. Member and Associated Person

REPRESENTATION OF PARTIES

Claimant Dr. Maher Mobasher ("Claimant") appeared *pro-se*.

Respondents Merrill Lynch, Pierce, Fenner & Smith, Inc. ("Merrill Lynch") and Hani Atassi ("Atassi") hereinafter collectively referred to as ("Respondents"): Theodore Snyder, Esq., Krebsbach & Snyder, P.C., New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: April 26, 2004.

Claimant signed the Uniform Submission Agreement: May 11, 2004.

Joint Statement of Answer filed by Respondents on or about: June 25, 2004.

Merrill Lynch signed the Uniform Submission Agreement: June 7, 2004.

Atassi did not sign the Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: non-disclosure; failure to execute purchase order; misrepresentation; omission of facts; mistake, and unauthorized trading. The causes of action relate to the purchase of Defined Asset Fund.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$28,368.18, punitive damages in the amount of 20,000.00 and interest in the amount of \$7,102.00.

Respondents requested dismissal of the Statement of Claim in its entirety; expungement of all references to this arbitration from the CRD records of Hani Atassi, and the assessment of costs of

this arbitration against the Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

Atassi did not file with NASD Dispute Resolution a properly executed submission agreement but is required to submit to arbitration pursuant to the Code and having answered the claim, appeared and testified at the hearing, is bound by the determination of the Arbitrator on all issues submitted.

On April 4, 2005, the parties advised NASD Dispute Resolution that they had entered into a confidential settlement agreement.

On December 6, 2005, the Chairperson conducted an in-person hearing to hear oral argument from the parties on Respondent Atassi's request for expungement.

AWARD

The parties entered into an agreement to present to the Arbitrator a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Arbitrator grants the motion and enters this award granting the following relief:

1. The Statement of Claim is dismissed in its entirety with prejudice.
2. The Arbitrator recommends the expungement of all reference to the above captioned arbitration from Respondent Hani Atassi's registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 04-16, Respondent Hani Atassi must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by the NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

Pursuant to Rule 2130, the arbitrator has made the following affirmative findings of fact:

The claim, allegation, or information is false.

3. Any and all relief not specifically addressed herein, including punitive damages, is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee = \$ 175.00

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 Merrill Lynch, Pierce, Fenner & Smith, Inc. is a party.

Member Surcharge = \$ 875.00
Pre-Hearing Process Fee = \$ 750.00
Hearing Process Fee = \$ 1,000.00

Forum Fees and Assessments

The Arbitrator assesses 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. Forum fees associated with these proceedings are:

Three (3) Pre-hearing conference sessions with a single arbitrator @ \$450.00 per session
= \$ 1,350.00

Pre-hearing conferences:	August 30, 2004	1 session
	August 25, 2005	1 session
	December 6, 2005	1 session

Total Forum Fees = \$ 1,350.00

1. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure, Claimant has been assessed \$450.00 of the forum fees.
2. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure, Merrill Lynch has been assessed \$450.00 of the forum fees.
3. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure, Atassi has been assessed \$450.00 of the forum fees.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 175.00
Forum Fees	= \$ 450.00
Total Fees	= \$ 625.00

NASD Dispute Resolution
Arbitration No. 04-03200
Award Page 4 of 5

<u>Less payments</u>	= \$	625.00
Balance Due NASD Dispute Resolution	= \$	0.00

2. Merrill Lynch is solely liable for:

Member Fees	= \$	2,625.00
<u>Forum Fees</u>	= \$	450.00
Total Fees	= \$	3,075.00
<u>Less payments</u>	= \$	2,625.00
Balance Due NASD Dispute Resolution	= \$	450.00

3. Atassi is solely liable for:

<u>Forum Fees</u>	= \$	450.00
Total Fees	= \$	450.00
<u>Less payments</u>	= \$	0.00
Balance Due NASD Dispute Resolution	= \$	450.00

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

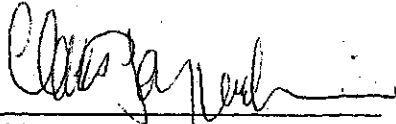
ARBITRATOR

Claus Z. Pappenheimer

Sole Public Arbitrator

Arbitrator's Signature

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.



Claus Z. Pappenheimer
Sole Arbitrator, Presiding Chairperson

March 1, 2006
Signature Date

March 9, 2006
Date of Service (For NASD office use only)