

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant(s)

F. Paul Mulligan

90-02644

Name of Respondent(s)

PaineWebber, Inc.
Howard Redgate

Heard before:

Name	Public/Industry
Cornelius J. McAuliffe, Esq.	Public Arbitrator
Julien F. Begien, Esq.	Public Arbitrator
Theodore R. Turner, Jr., Esq.	Industry Arbitrator

REPRESENTATION

Claimant F. Paul Mulligan was represented by Michael Collora, Esq. of Dwyer Collora & Gertner in Boston, Massachusetts. Respondents PaineWebber, Inc. and Howard Redgate were represented by Peter Byer, Esq., in-house counsel at PaineWebber, Inc. in New York.

CASE SUMMARY

This matter was initiated by a Statement of Claim filed with the National Association of Securities Dealers, Inc. ("NASD") on September 20, 1990. Claimant F. Paul Mulligan alleged that Respondents mishandled his account from January 1989 to January 1990 by placing all of his funds in a common stock entitled Miniscribe Corporation, an unsuitable stock that created losses for the Claimant, when his investment goals were for safety and long-term growth. Respondents maintained that the Claimant failed to sell his shares of Miniscribe when their value declined, that the Claimant was well aware of the positions in his account at PaineWebber, Inc. at all times, and that the Claimant authorized, approved and ratified all transactions in his account.

RELIEF REQUESTED

Claimant requested damages in the amount of 36,286.89 plus interest from January 1, 1989 at 12% per annum according to Massachusetts General Laws, Ch.231 s.6C. Respondents requested that the claims of the Claimant be dismissed.

AWARD

On May 2, 1991 in Boston, Massachusetts during a hearing lasting two hearing sessions, the undersigned arbitrators heard the controversy between the parties as set forth in submissions to arbitration signed by the Claimant F. Paul Mulligan on September 17, 1990, by Respondent PaineWebber, Inc. on December 20, 1990 and by Respondent Howard Redgate on February 13, 1991.

After considering the pleadings, the testimony, and the evidence presented at the hearing, the arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

- (1) The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award be entered. In either case, the parties have agreed to receive conformed copies of the Award while the originals remain on file with the NASD.
- (2) Respondents PaineWebber, Inc. and Howard Redgate are liable and shall pay to the Claimant F. Paul Mulligan the sum of Twenty Three Thousand Six Hundred Twenty Five Dollars and Sixty Seven Cents (23,625.67). This amount is inclusive of interest. As between the Respondents, Respondent Howard Redgate shall be responsible as agreed between the Respondents up to a maximum of \$2,499.00 of the awarded amount, and Respondent PaineWebber, Inc. shall pay the entire remainder or all of said total.
- (3) The parties shall each bear respective costs.

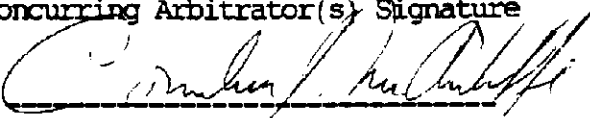
FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following Forum Fee(s) are assessed:

- (1) The NASD Shall retain the \$400.00 hearing session deposit previously deposited by the Claimant.
- (2) Respondent PaineWebber, Inc. and Howard Redgate are jointly assessed 400.00 in forum fees.

Fees are payable to the National Association of Securities Dealers, Inc.

Concurring Arbitrator(s) Signature

 6/17/91

Cornelius J. McAuliffe, Esq.

Julien F. Begien, Esq.

Theodore R. Turner

Dated: May 24, 1991

Concurring Arbitrator(s) Signature

Cornelius J. McAuliffe, Esq.

Julien F. Begien

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Theodore R. Turner

Dated: May 24, 1991

Concurring Arbitrator(s) Signature

Cornelius J. McAuliffe, Esq.

Julien F. Begien, Esq.



Theodore R. Turner

Dated: May 24, 1991