

PUBLIC

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between :
PaineWebber, Inc. :

Claimant :

vs. :

Arsalam Hojjat :

Respondent :

CASE #92-00075
AWARD

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on January 9, 1992, Claimant PaineWebber, Inc., through its in-house counsel, Edward G. Werner, Esq., alleged that Respondent Arsalam Hojjat ordered the purchase of 5,000 shares of Hibernia Corporation Class A Stock which he failed to pay for, and that although he said he would go into the office to pay for the stock, he failed to do so. The Claimant further alleged that the position was sold, which left a debit balance that is still owed by the Respondent.

Respondent Arsalam Hojjat, through his counsel Stephen R. Rue, Esq., Keaner, CA, maintained that he denied the Claimant's statement of claim for lack of sufficient information to justify belief therein. The Respondent also objected to the NASD having jurisdiction in this matter.

RELIEF REQUESTED

Claimant PaineWebber, Inc. requested \$7,445.31 in actual damages, plus interest and costs.

Respondent Arsalam Hojjat requested that jurisdiction and venue of this matter be removed from the NASD, Inc.

AWARD

Pursuant to Section 13 of the National Association of Securities Dealers, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Guy R. Friddell, III, was selected to review and


determine the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on January 3, 1992, but not by the Respondent as required by Sections 12 & 13 of the NASD Code of Arbitration Procedure.

And, the Arbitrator, having considered the proof of the Parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. Due to the existing predispute agreement to arbitrate, Respondent Arsalam Hojjat's objection to the jurisdiction of the National Association of Securities Dealers, Inc. is denied, and, since this case was processed in accordance with Section 13 of the NASD Code of Arbitration Procedure, the Respondent's request to change venue is denied as moot.
2. Respondent Arsalam Hojjat is liable and shall pay to Claimant PaineWebber, Inc. \$7,445.31 in actual damages, plus interest at the rate of 7% per annum from August 1, 1991 to the date of payment of the award.
3. The parties shall bear their respective costs.
4. The \$575.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant shall be retained by the NASD, Inc. Respondent Arsalam Hojjat is liable and shall pay to Claimant PaineWebber, Inc. \$575.00 as reimbursement of the fee.

AFFIRMATION

I, GUY R. FRIDDELL, III, do hereby affirm upon my oath as arbitrator that I am the individual described herein and who executed this instrument, which is my oath and award.



Signature of Arbitrator

DATE OF DECISION: September 28, 1992