

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.  
In the matter of the Arbitration Between

Name of Claimant

PaineWebber, Inc.

NASD Arbitration  
#93-03466

vs.

Name of Respondent

Kenneth M. Haines

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REPRESENTATION

For Claimant: Catherine J. Pratt, Esq., PaineWebber, Inc., Los Angeles California

For Respondent: Milton D. Rosenberg, Esq., Rosenberg and Rosenberg, Los Gatos, California

CASE INFORMATION

Statement of Claim filed: September 3, 1993

Claimants' Submission Agreements signed: August 31, 1993

Statement of Answer filed: None submitted

Respondent's Submission Agreement signed: August 25, 1994

Although Respondent did not file an answer, he appeared with his counsel at the hearing.

HEARING INFORMATION

Hearing date/sessions: August 25, 1994 - 2 sessions

Hearing location: San Francisco, California

### CASE SUMMARY

Claimant alleged that Respondent breached the terms of a promissory note dated May 11, 1992 by failing and refusing to pay amounts due upon his voluntary termination from Claimant's employ.

Respondent did not file an Answer to the claim.

### RELIEF REQUESTED

Claimant requested damages of \$99,535 plus interest at 7% from July 8, 1993.

### OTHER ISSUES CONSIDERED & DECIDED

Respondent's motion for continuance made at the outset of the hearing was denied by the panel.

Claimant's motion to bar evidence or arguments by Respondent made at the outset of the hearing was denied by the panel.

Before the presentation of evidence, counsel for the parties moved to recuse one of the arbitrators based on a potential future conflict that was not recognized until that time. The arbitrator stepped down, another arbitrator was appointed and the hearing recessed until the afternoon session.

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered. In either case, the parties have agreed to received conformed copies of the Award while that originals remain on file with the NASD.

### AWARD

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

1. Respondent is liable for and shall pay to Claimant damages in the amount of \$87,535.55 plus interest of \$6,127.49 for a total of \$93,663.04.

2. The parties shall each bear their respective costs, including attorney's fees.

### FORUM FEE

Pursuant to Section 44(c) of the Code of Arbitration Procedure, the NASD shall retain the \$500 non-refundable filing fee paid by Claimant; the \$600 hearing session fee paid by Claimant is retained as an assessment of forum fees for 1 session.

### ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
Allan B. Currie	Industry
Thomas W. Borden	Industry
Douglas E. DeTata	Industry

### Concurring Arbitrators Signatures

\_\_\_\_\_  
Allan B. Currie

\_\_\_\_\_  
Thomas W. Borden

  
\_\_\_\_\_  
Douglas E. DeTata

Date of Decision: \_\_\_\_\_

Date Served: 09/23/94

### FORUM FEE

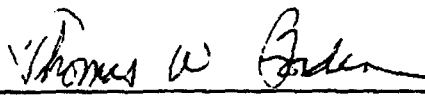
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Thomas W. Borden

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Douglas E. DeTata

Date of Decision: 8/25/94

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Thomas W. Borden

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Douglas E. DeTata

Date of Decision: 9/27/94

Date Served: 09/23/94