

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant(s)

PaineWebber, Inc.

93-04107

Name of Respondent(s)

Jason David Dennis Dilley

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on October 7, 1993, Claimant PaineWebber, Inc., through its in-house counsel, Garry J. Stegeland, Esq., alleged that Respondent Jason David Dennis Dilley failed to pay a debit balance in his account. The Claimant further alleged that on or about January 12, 1993 Respondent opened an account with it, indicating that speculation was his top ranked investment priority. The Claimant contended that on March 11, 1993 Respondent Dilley purchased, unsolicited, 1800 shares of St. Johns Knits Inc., and that he failed to pay for the purchase. The Claimant further contended that it was forced to liquidate the 1800 shares, which resulted in a debit in the amount of \$2,552.24 in the Respondent's account. The Claimant alleged that margin interest has further increased the debit balance, for which the Respondent should also be held liable.

Respondent Jason David Dennis Dilley, who appeared Pro Se, maintained that the subject trade was illegal because it was unsuitable, unconscionable and solicited in a heavy handed and overbearing manner. The Respondent further maintained that pursuant to Rule 405 of the Securities and Exchange Commission, these stocks were unsuitable relative to his financial means, and therefore, he should not be held liable in this matter.

RELIEF REQUESTED

Claimant PaineWebber, Inc. requested \$2,558.29 in actual damages, plus interest, costs and attorneys' fees.

Respondent Jason David Dennis Dilley requested that the claims of the Claimant be dismissed.

AWARD

Pursuant to Section 13 of the NASD Code of Arbitration Procedure, a single public arbitrator, Leonard Greenwold, was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on October 1, 1993 and by the Respondent on July 5, 1994.

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. Respondent Jason David Dennis Dilley is liable and shall pay to the Claimant PaineWebber, Inc. \$2,558.29 in actual damages.
2. Respondent Jason David Dennis Dilley is liable and shall pay to the Claimant PaineWebber, Inc. \$255.82 in attorneys' fees.
3. The \$575.00 filing fee previously deposited by the Claimant shall be retained by the NASD. Respondent Jason David Dennis Dilley is liable and shall pay \$287.50 to the Claimant PaineWebber, Inc. as reimbursement of one-half of the filing fee.

page 3
Award 93-04107

AFFIRMATION

I, Leonard Greenwold, 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.



Leonard Greenwold

DATE OF DECISION: June 28, 1995