

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the matter of the Arbitration Between

Name of Claimant(s)

James S. Weintraub, M.D.

NASD Arbitration

No. 93-04710

Name of Respondent(s)

PaineWebber Incorporated

Jack Noe

Ken Blumenfeld

Martin Herman

REPRESENTATION

For Claimant: James S. Weintraub, M.D., Westlake Village,
California

For Respondents: Catherine J. Pratt, Esq., PaineWebber
Incorporated, Los Angeles, California

CASE INFORMATION

Statement of Claim filed: November 10, 1993

Addendum to Statement of Claim filed: December 28, 1993

Claimant's Submission Agreement signed: November 3, 1993

Joint Statement of Answer filed by Respondents: February 28, 1994

Respondents' Submission Agreements signed as follows:

PaineWebber Incorporated: March 1, 1994

Jack Noe: February 28, 1994

Ken Blumenfeld: February 28, 1994

Martin Herman: February 28, 1994

HEARING INFORMATION

Pre-Hearing Conference Date(s)/Session(s):

October 10, 1994 (one session)

November 25, 1994 (one session)

Hearing Date(s)/Session(s): May 26, 1995 (two sessions)

Hearing Location: Los Angeles, California

CASE SUMMARY

Claimant alleged that on February 16, 1993 at 6:30 a.m. he called the Paine Webber office in Woodland Hills with the intention of selling 5000 shares of Amgen, an OTC stock and that he was dissuaded from selling the stock after conferring with the manager, Respondent Noe. Although Claimant made no claim for damages as a result of the events of that day in his original complaint, he claims that in a subsequent letter to the National Association of Securities Dealers, Inc. (NASD), he asserted such claim. (Neither Respondents nor any member of the Arbitration Panel had ever seen said amendatory letter, which was received in evidence as Claimant's Exhibit No. 5).

On February 22, 1993 at approximately 6:30 a.m. Claimant alleged that he spoke to Respondent Herman and instructed him to sell 5000 shares of Amgen; however, because of a delay in execution of the order by Respondents, Claimant suffered a loss, due to the declining value of the security. Claimant charges Respondents with negligence in the execution of his order.

Respondents denied that they received a request on February 16, 1993 to sell Amgen stock and denied that they told Claimant that the price of Amgen had declined to \$49.00 per share by 7:15 a.m.. Respondents also denied that they were negligent on February 22, 1993 in the execution of the sell order given to them by Claimant. Respondents also asserted various affirmative defenses including laches, ratification, assumption of risk and others.

RELIEF REQUESTED

Claimant requested damages in the amount of \$56,000.00.

OTHER ISSUES CONSIDERED AND DECIDED

The parties have agreed that the Award in this matter may be executed in either counterpart copies or that a handwritten, signed Award may 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. The parties also acknowledged that they had a full opportunity to present all of their evidence and had been given an equal opportunity to be heard.

AWARD

After considering the pleadings (including Claimant's Exhibit No. 5), 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. Each and every claim of Claimant James S. Weintraub, M.D. against the Respondents, and each of them, (including the claim set forth in Claimant's Exhibit No. 5), is dismissed.

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

FORUM FEES

Pursuant to Section 43(c) of the Code of Arbitration Procedure, the following forum fees are assessed: The NASD shall retain the \$500.00 hearing session deposit previously deposited by the Claimant. Forum fees are to be split between Claimant and PaineWebber Incorporated and are calculated as follows:

Two pre-hearing sessions @ \$300.00/session	=	\$ 600.00
Two hearing sessions @ \$500.00/session	=	<u>\$1,000.00</u>
Total fees assessed	=	\$1,600.00
Claimant's share (50%)	=	\$ 800.00
Credit for hearing deposit	=	\$ 500.00
Balance due	=	\$ 300.00
Paine Webber's share (50%)	=	\$ 800.00
Balance due	=	\$ 800.00

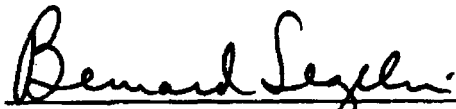
Paine Webber is also assessed forum fees in the amount of \$55.00 representing telephone charges for obtaining a witness' testimony.

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

ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
Bernard Segelin, Esq.	Public Arbitrator
Louis R. Eglash	Public Arbitrator
William C. Richardson	Industry Arbitrator

Concurring Arbitrators' Signatures



Bernard Segelin, Esq.

Louis R. Eglash

William C. Richardson

Date of Decision: 6/19/95

Date Served: 6-27-95

Paine Webber is also assessed forum fees in the amount of \$55.00 representing telephone charges for obtaining a witness' testimony.

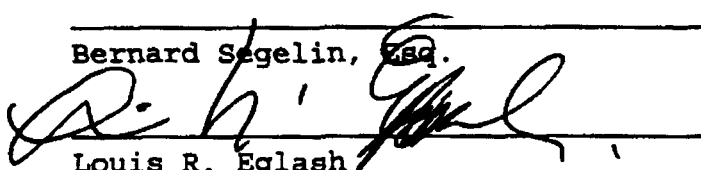
Fees are payable to the National Association of Securities Dealers, Inc.

ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
Bernard Segelin, Esq.	Public Arbitrator
Louis R. Eglash	Public Arbitrator
William C. Richardson	Industry Arbitrator

Concurring Arbitrators' Signatures

Bernard Segelin, Esq.



Louis R. Eglash

William C. Richardson

Date of Decision: _____

Date Served: 6-27-95

Paine Webber is also assessed forum fees in the amount of \$55.00 representing telephone charges for obtaining a witness' testimony.

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

ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
Bernard Segelin, Esq.	Public Arbitrator
Louis R. Eglash	Public Arbitrator
William C. Richardson	Industry Arbitrator

Concurring Arbitrators' Signatures

Bernard Segelin, Esq.

Louis R. Eglash



William C. Richardson

Date of Decision: _____

Date Served: 6-27-95