

**NASD REGULATION, INC. AWARD**

**NASD REGULATION, INC., OFFICE OF DISPUTE RESOLUTION**

In the matter of the Arbitration Between

Name of Claimants

Craig Weller and Linda Weller

v.

Arbitration No.

96-05438

Name of Respondents

Stratton Oakmont, Inc., Richard Haimowitz,  
Daniel M. Porush, Jordan Shamah,  
Andrew T. Greene, Paul F. Byrne,  
Mathias V. Tiffert, and Leonard Dunn

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**REPRESENTATION**

For Claimants:

Craig Weller  
In Pro Per  
Los Angeles, California

For Respondent Stratton Oakmont, Inc.:

Patrick Hayes  
Stratton Oakmont, Inc.  
Lake Success, New York

For Respondent Richard Haimowitz:

Richard Haimowitz  
In Pro Per  
New York, New York

For Respondent Daniel M. Porush:

Mark Gelfand, Esq.  
Law Offices of Mark Gelfand  
New York, New York

For Respondent Jordan Shamah:

Jordan Shamah  
In pro per  
North Hills, New York

For Respondent Andrew T. Greene:

James C. Sherwood, Esq.  
Schlam Stone & Dolan

For Respondent Paul F. Byrne:

New York, New York  
Paul F. Byrne  
In Pro Per  
Red Bank, New Jersey

For Respondent Mathias V. Tiffert:

Mathias V. Tiffert  
In pro per  
Flushing, New York

For Respondent Leonard Dunn:

Leonard Dunn  
In pro per  
Oceanside, New York

#### CASE INFORMATION

Statement of Claim filed:	December 6, 1996
Claimants' Submission Agreement signed:	December 6, 1996
Statement of Answer filed by Respondent Richard Haimowitz:	November 18, 1997
Statement of Answer filed by Respondent Daniel M. Porush:	July 22, 1997
Statement of Answer filed by Respondent Mathias V. Tiffert:	February 24, 1997
Statement of Answer filed by Respondent Leonard Dunn:	February 24, 1997
Respondent Daniel M. Porush's Submission Agreement signed:	July 22, 1997

#### HEARING INFORMATION

Pre Hearing Conference Dates / Sessions:	July 18, 1997 (1 Session) October 23, 1997 (1 Session)
Hearing Dates / Sessions:	March 11, 1998 (2 Sessions)
Hearing Location:	Los Angeles, California

### **CASE SUMMARY**

Claimants alleged that Respondents engaged in unsuitable and unauthorized transactions; excessive activity in light of Claimants' objectives; and fraud. Additionally, Claimants alleged that Respondents breached their fiduciary duties; failed to supervise; and violated state security laws.

Respondent Richard Haimowitz denied each and every allegation of wrongdoing set forth in the Claimants' Statement of Claim.

Respondent Daniel M. Porush denied each and every allegation of wrongdoing set forth in the Claimants' Statement of Claim.

Respondent Leonard Dunn denied each and every allegation of wrongdoing set forth in the Claimants' Statement of Claim.

Respondent Mathias V. Tiffert denied each and every allegation of wrongdoing set forth in the Claimants' Statement of Claim.

### **RELIEF REQUESTED**

Claimants sought \$33,727.00 in compensatory damages, \$9,526.00, in profits generated from the accounts, and \$79,181.00 in lost opportunity damages. Claimants also sought interest at the legal rate commencing January 31, 1996, costs of the proceedings, punitive damages, interest at the legal rate commencing September 19, 1991 pursuant to California Civil Code, Section 3287(a), attorneys' fees and costs.

Respondents sought dismissal of Claimants' Statement of Claim in its entirety, attorney's fees and costs.

### **OTHER ISSUES CONSIDERED AND DECIDED**

The parties have agreed that the Award in this matter may be executed either in 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 original remains on file with the NASD Regulation, Inc., Office of Dispute Resolution.

Claimants dismissed without prejudice all claims set forth in the Statement of Claim against Respondent Andrew T. Greene on March 3, 1997.

Stratton Oakmont, Inc. filed for bankruptcy on January 29, 1997, thereby staying this action against it.

Respondent Mathias V. Tiffert filed for bankruptcy on July 7, 1997, thereby staying this action against him.

Respondent Leonard Dunn filed for bankruptcy on July 28, 1997, thereby staying this action against him.

Respondent Jordan Shamah filed for bankruptcy on September 4, 1997, thereby staying this action against him.

Respondent Paul Byrne filed for bankruptcy on March 10, 1997, thereby staying this action against him.

### **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. Claimants' claims are denied in their entirety.
2. Each side shall bear its own costs including attorney's fees.

### **FORUM FEES**

Pursuant to Rule 10332(c) of the Code of Arbitration Procedure, the following forum fees are assessed against Claimants:

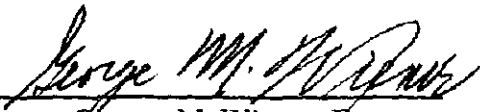
Two (2) Full Panel Pre-Hearing Conference Session @ \$400.00/Session	=	\$800.00
<u>Two (2) Hearing Sessions @ \$400.00/Session</u>	=	<u>\$800.00</u>
Total Forum Fees Assessed	=	\$1,600.00
 Claimants' Assessment	=	 \$1,600.00
<u>Claimants' Credit for Hearing Session Deposit</u>	=	<u>(\$400.00)</u>
Claimant's Amount Due	=	\$1,200.00

Fees are payable to NASD Regulation, Inc.

ARBITRATORS

<u>Name</u> .....	<u>Public / Industry</u>
George M. Wiener, Esq.	Public Arbitrator
Donald L. Lisle	Industry Arbitrator
Larry Edmonson	Public Arbitrator

Concurring Arbitrators' Signatures

  
George M. Wiener, Esq.

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Donald L. Lisle

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Larry Edmonson

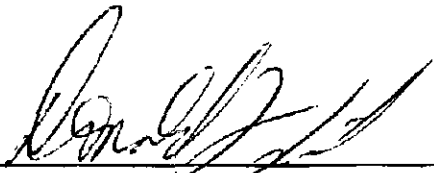
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**ARBITRATORS**

<u>Name</u> .....	<u>Public / Industry</u>
George M. Wiener, Esq.	Public Arbitrator
Donald L. Lisle	Industry Arbitrator
Larry Edmonson	Public Arbitrator

**Concurring Arbitrators' Signatures**

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George M. Wiener, Esq.

  
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Larry Edmonson

Date of Service: 3/31/98

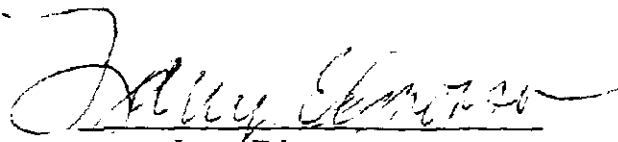
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