

NATIONAL ASSOCIATION OF SECURITIES DEALERS REGULATION, INC.

In the Matter of the Arbitration Between

Name of Claimant

PaineWebber, Inc.

96-05489

Name of Respondent

Steven J. Maher

REPRESENTATION

Claimant PaineWebber, Inc. ("Claimant") was represented by Hector Becil, Esq., PaineWebber, Inc., Weehawken, NJ.

Respondent Steven J. Maher ("Respondent") was represented by Mark S. Michael, Esq., Dallas, TX.

CASE INFORMATION

Statement of Claim filed: December 11, 1996

Claimant's Submission Agreement signed on: December 9, 1996

Statement of Answer, Crossclaim and Counterclaim filed by Respondent on: February 7, 1997

Respondent's Submission Agreement signed on: February 8, 1997

HEARING INFORMATION

Pre-Hearing Conferences/Sessions: July 14, 1997/one session
September 24, 1997/one session

CASE SUMMARY

Claimant alleged that on March 8, 1996, Claimant erroneously deposited a check in the amount of \$12,309.00 in Respondent's account. Claimant also alleged that shortly after this error was made, Respondent directed that the full balance in his account be transferred to Jefferson Bank. Claimant alleged that after discovering the error, Claimant reversed the deposit in Respondent's account, leaving a debit balance of \$12,305.88. Claimant further alleged that Respondent failed to satisfy his debit balance when requested to do so by Claimant. Claimant asserted that a stipulation to the claimed amount of \$12,309 has been executed by Claimant and Respondent on November 25, 1997 and the only issues to be determined by the panel are the issues of attorney's fees and punitive damages sought by Claimant.

Respondent maintained that he was in agreement to returning the principal sum of \$12,309.00 and executed a stipulation to that effect on November 25, 1997. In addition, Respondent agreed to reasonable interest on the principal sum during the time in which he held such sum, which interest rate should be 6%. Respondent further maintained that punitive damages are inappropriate under the circumstances of this case and that each party should pay its own costs and expenses, including attorney's fees.

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RELIEF REQUESTED

Claimant requested in the Motion for Summary Judgment the principal sum of \$12,309.00 as stipulated to by the parties, plus pre-award interest since March 8, 1996, punitive damages as well as the costs of this arbitration including attorney's fees.

Respondent requested in the Response to the Motion for Summary Judgment that the panel only award the \$12,309.00 as stipulated to by the parties.

OTHER ISSUES CONSIDERED & DECIDED

The panel considered Claimant's Motion for Summary Judgment and Respondent's Response thereto, as well as the stipulation executed by the parties on November 25, 1997 (appended hereto as Exhibit A), and granted the Motion. The final resolution of all issues will be on the pleadings as submitted by the parties upon joint request of the parties.

AWARD

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

1. That Respondent is liable to and shall pay to Claimant \$12,309.00 as stipulated by the parties; and
2. That Respondent is liable to and shall pay to Claimant nine percent (9%) interest on the principal amount of \$12,305.88 from March 8, 1996 until paid; and
3. That Respondent is liable to and shall pay to Claimant \$2,000.00 in attorney's fees; and
4. That Respondent is liable to and shall pay to Claimant \$5,000.00 in punitive damages; and
5. That Respondent is liable to and shall reimburse Claimant \$1,100.00 for the \$500.00 filing fee and the \$600.00 hearing session deposit previously submitted to the NASD Regulation by Claimant; and
6. That any and all relief not specifically addressed herein is denied.

OTHER COSTS

Pursuant to Rule 10333 of the NASD Regulation Code of Arbitration Procedure ("Code"), Claimant is assessed a member surcharge of \$200.00. Claimant shall receive credit for the member surcharge deposit previously submitted to the NASD Regulation, leaving no further member surcharge due.

FORUM FEES

Pursuant to Rule 10332(c) of the Code, the following Forum Fees are assessed:

2 Full Panel Prehearing Conferences x \$600.00 = \$1,200

Forum Fees are assessed to Respondent. Respondent shall receive credit for the \$600.00 hearing session deposit submitted by Claimant and ordered to be reimbursed directly to Claimant in the award section above. Therefore, with the remaining forum fees of \$600.00 in addition to the \$500.00 filing fee for the Counterclaim and Crossclaim filed by Respondent, Respondent has a net assessment due to the NASD Regulation of \$1,100.00.

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

DATE

CONCURRING ARBITRATORS' SIGNATURES

1/2/98

Angelo L. Cameron
Angelo L. Cameron, Presiding
Public Arbitrator

1-6-98

John L. Braxton
John L. Braxton
Public Arbitrator

1-8-98

Marvin B. Roffman
Marvin B. Roffman
Industry Arbitrator

Date Decision Served by NASD Regulation:

January 15, 1998

6500

EXHIBIT A

NATIONAL ASSOCIATION OF SECURITIES DEALERS

**In the Matter of the Arbitration Between
PAINWEBBER INCORPORATED.**

Claimant,

v.

: NASD Case No.
: 96-05489


STEVEN MAHER.


Respondent.

STIPULATION OF AWARD

IT IS HEREBY STIPULATED AND AGREED by the parties that the panel convened in this matter shall enter an award in the amount of \$12,309.00 in favor of Claimant PaineWebber and against Respondent Steven Maher.

November 25, 1997


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