

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Haideh Tabibzadeh SEP IRA FBO Haideh Taideh Tabibzadh, et al v. Merrill Lynch, Pierce, Fenner, Smith, Inc. and Martin R. Shandling

Case Number: 99-04920

Hearing Site: Los Angeles, California

REPRESENTATION OF PARTIES

For Claimants:

Roya Tabibzadeh
Haideh Tabibzadeh
Taraneh Tabibzadeh

Roya Tabibzadeh
Los Angeles, California

For Respondents:

Merrill Lynch, Pierce, Fenner, Smith, Inc.
Martin R. Shandling

Peter Brown Dolan, Esq.
The Dolan Law Firm
Los Angeles, California

CASE INFORMATION

Statement of Claim filed: October 19, 1999.

Claimants' Uniform Submission Agreement signed: March 21, 2000.

Statement of Answer filed by Respondents Merrill Lynch Pierce Fenner & Smith Inc. and Martin R. Shandling: January 14, 2000.

Respondent Merrill Lynch Pierce Fenner & Smith Inc.'s Uniform Submission Agreements signed: January 24, 2000.

CASE SUMMARY

Claimants alleged breach of contract, unsuitability, negligence, and failure to supervise in connection with their respective Merrill Lynch Pierce Fenner & Smith Inc. stock accounts.

Respondents denied the allegations of wrongdoing set forth in the Claimants' Statement of Claim.

RELIEF REQUESTED

Claimants sought compensatory damages of \$150,000.00 plus interest, punitive damages, costs and attorneys' fees.

Respondents requested dismissal of the Claimants' Statement of Claim in its entirety and an award of costs and disbursements.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent Martin R. Shandling did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement; however, said Respondent is required to submit to arbitration and Respondent Martin R. Shandling having answered the claim is bound by the determination of the Panel on all issues submitted.

On February 28, 2003, Claimants voluntarily withdrew their arbitration claims against Respondents Merrill Lynch Pierce Fenner & Smith Inc. and Martin R. Shandling.

On February 28, 2003, Claimants filed a Motion for Reconsideration requesting a waiver of all NASD Adjudgment Fees assessed by the Panel. On March 7, 2003, Respondents filed an opposition to Claimants' Motion and simultaneously filed a Motion for Expungement on behalf of Respondent Martin R. Shandling. On April 3, 2003, the Panel denied Claimants' Motion for Reconsideration and granted Respondent Martin R. Shandling's Motion for Expungement.

The parties agreed that the Award in this matter may be executed in counterparts or that a handwritten signed Award may be entered.

AWARD

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

- 1) The Panel recommends the expungement of all reference to the above captioned arbitration

from Respondent Martin R. Shandling's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-09, Respondent Martin R. Shandling must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

FEES

Pursuant to the Code of Arbitration Procedure ("Code"), the following fees are assessed:

Filing Fees

NASD Dispute Resolution received or will collect the non-refundable filing fees for each claim as follows:

Initial claim filing fee	= \$ 300.00
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Member Fees

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events that gave rise to the dispute, claim, or controversy. Accordingly, the member firm Merrill Lynch, Pierce, Fenner, Smith, Inc. is a party and the following fees are assessed:

Member Surcharge	= \$ 1,500.00
Pre-Hearing Process Fee	= \$ 600.00
<u>Hearing Process Fee</u>	<u>= \$ 2,500.00</u>
Total Member Fees	= \$ 4,600.00

Adjournment Fees

The following adjournment fees are assessed:

September 11, 2001 – September 15, 2001, adjournment requested by Claimants	= \$ 1,125.00
December 18, 2001 – December 21, 2001, adjournment requested by Claimants	= \$ 1,500.00
August 20, 2002 – August 22, 2002, adjournment requested by Claimants	= \$ 1,500.00

The Panel assessed \$4,125.00 of the adjournment fees jointly and severally to the Claimants.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A session is any meeting between the parties and the Panel or Chairperson, including a pre-hearing conference, that lasts four (4) hours or less. The following fees are assessed:

(1) Pre-hearing conference session with the Panel @ \$1,125.00/session = \$ 1,125.00
Pre-hearing conference: February 02, 2001 1 session

Total Forum Fees = \$ 1,125.00

1. The Panel assessed \$ 562.50 of the forum fees jointly and severally to Claimants.
2. The Panel assessed \$ 562.50 of the forum fees jointly and severally to Respondents.

Fee Summary

1. Claimants Roya Tabibzadeh, Haideh Tabibzadeh and Taraneh Tabibzadeh are charged jointly and severally with the following fees and costs:

Initial Filing Fee	= \$ 300.00
Adjournment Fee	= \$ 4,125.00
Forum Fees	= \$ 562.50
Total Fees	= \$ 4,987.50
Retained Deposit Pursuant to Rule 10332(f) of the Code	= \$ 562.50
Less payments	= \$(1,425.00)
Balance Due NASD Dispute Resolution	= \$ 4,125.00

2. Respondent Merrill Lynch, Pierce, Fenner, Smith, Inc. is charged with the following fees and costs:

Member Fees	= \$ 4,600.00
Less payments	= \$(4,600.00)
Balance Due NASD Dispute Resolution	= \$ 0.00

3. Respondents Merrill Lynch, Pierce, Fenner, Smith, Inc. and Martin R. Shandling are charged jointly and severally with the following fees and costs:

Forum Fees	= \$ 562.50
Less payments	= \$(0.00)
Balance Due NASD Dispute Resolution	= \$ 562.00

All balances are payable to NASD Dispute Resolution and are due upon the receipt of the Award pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Yale H. Smulyan, Esq.	-	Public Arbitrator, Presiding Chair
Bernard Segelin, Esq.	-	Public Arbitrator
Blaine Smith	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Yale H. Smulyan, Esq.
Chair, Public Arbitrator

Signature Date

Bernard Segelin, Esq.
Public Arbitrator

Signature Date

Blaine Smith
Non-Public Arbitrator

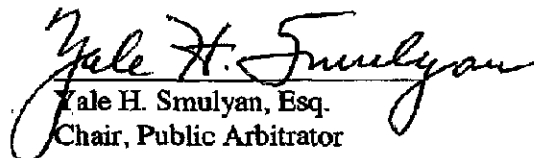
Signature Date

Date of Service
(NASD USE ONLY)

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