

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant

UBS Financial Services, Inc.

Case Number: 02-05483

Name of the Respondent

Oscar Farinas

Hearing Site: Boca Raton, Florida

REPRESENTATION OF PARTIES

For UBS Financial Services, Inc. ("UBSFS"), hereinafter referred to as "Claimant": Lisa A. Catalano, Davidson, Manchel & Brennan, LLP, Northvale, New Jersey.

Respondent Oscar Farinas ("Farinas") appeared pro se.

CASE INFORMATION

Statement of Claim filed on or about: September 13, 2002.

Claimant signed the Uniform Submission Agreement: June 11, 2002.

Respondent did not file a Statement of Answer or an executed Uniform Submission Agreement.

Claimant's Motion for Summary Judgment, or in the Alternative, Motion to Bar Defenses, filed on or about: April 3, 2003.

Respondent did not file a Response to Claimant's Motion for Summary Judgment, or in the Alternative, Motion to Bar Defenses.

CASE SUMMARY

Claimant alleged the following: Respondent breached the terms of a Promissory Note which memorialized a loan made by Claimant to Respondent. The loan was made by Claimant to Respondent in connection with Respondent's employment with Claimant.

RELIEF REQUESTED

Claimant requested compensatory damages of \$163,697.50, plus interest, attorney's fees, the costs of this proceeding and such other relief as is deemed just and equitable.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent Farinas did not file with NASD Dispute Resolution, a properly executed submission to arbitration but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and, is bound by the determination of the undersigned arbitrators (the "Panel") on all issues submitted.

An Initial Prehearing Conference was held telephonically on March 20, 2003. All parties and the arbitration panel attended this telephone conference. At that time, the Panel issued an order which required Respondent Farinas to file a Statement of Answer and submit discovery demands by March 27, 2003. Respondent Farinas failed to file a Statement of Answer or to submit any discovery demands.

Thereafter, on or about April 3, 2003, Claimant filed a Motion for Summary Judgment, or in the Alternative, Motion to Bar Defenses requesting that in light of Respondent's failure to respond to the Statement of Claim, that Claimant be entitled to summary judgment as a matter of law.

The Panel granted Claimant's Motion for Summary Judgment by Order dated May 22, 2003.

The parties have agreed that the Award in this matter may be executed in counterpart copies.

AWARD

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

1. Respondent Farinas is liable on the claim of breach of contract and shall pay to Claimant the sum of \$163,697.50 in compensatory damages, plus pre-judgment interest at the rate of five (5%) percent per annum from March 1, 2001 until May 22, 2003.
2. Respondent Farinas is liable and shall pay to Claimant attorney's fees in such amount as is determined by a court of competent jurisdiction. Attorney's fees are awarded pursuant to page four (4) of the Promissory Note.
3. Any and all claims for relief not specifically addressed herein, are denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:
Initial claim filing fee = \$1,000.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. Accordingly, UBSFS is a party.

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,750.00

Adjournment Fees

No adjournments were granted during these proceedings for which fees were assessed.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the panel.

No injunctive relief fees were incurred during this proceeding.

Forum Fees and Assessments

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

One (1) Pre-hearing session with Panel @ \$1,125.00	= \$1,125.00
Pre-hearing conference: March 20, 2003	1 session

The Panel has assessed the total forum fees of \$1,125.00 to Respondent Farinas.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative fees were incurred during this proceeding.

Fee Summary

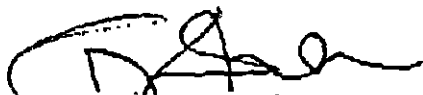
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|-------------------------------------|--------------|
| 1. Claimant is solely liable for: | |
| Initial Filing Fee | = \$1,000.00 |
| Member Fees | = \$5,200.00 |
| Total Fees | = \$6,200.00 |
| Less payments | = \$6,200.00 |
| Balance Due NASD Dispute Resolution | = \$ 0.00 |
| 2. Respondent is solely liable for: | |
| Forum Fees | = \$1,125.00 |
| Total Fees | = \$1,125.00 |
| Less payments | = \$ 0.00 |
| Balance Due NASD Dispute Resolution | = \$1,125.00 |

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

ARBITRATION PANEL

<i>Adam B. Cohen, Esq.</i>	-	<i>Non-Public Arbitrator, Presiding Chairperson</i>
<i>Suzanne E. Mowry</i>	-	<i>Non-Public Arbitrator</i>
<i>Ken Ziesenheim, JD</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures



Adam B. Cohen, Esq.
Non-Public Arbitrator, Presiding Chairperson

6/27/03
Signature Date

Suzanne E. Mowry
Non-Public Arbitrator

Signature Date

Ken Ziesenheim, JD
Non-Public Arbitrator

Signature Date

Date of Service (For NASD Dispute Resolution office use only)

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Concurring Arbitrators' Signatures

Adam B. Cohen, Esq.
Non-Public Arbitrator, Presiding Chairperson

Signature Date

Suzanne E. Mowry
Suzanne E. Mowry
Non-Public Arbitrator

6-25-03
Signature Date

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Non-Public Arbitrator

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