

AWARD
NASD Dispute Resolution

In the Matter of the Arbitration Between

Claimant

Wachovia Securities, LLC

v.

02-06052

Denver, Colorado

Respondent

Steven P. Jensen

REPRESENTATION OF PARTIES

Wachovia Securities, LLC ("**Claimant**") was represented by Douglas Callaway, Esq., of Wachovia Securities, Inc., Richmond, Virginia.

Steven P. Jensen ("**Respondent**") did not appear.

CASE INFORMATION

The Statement of Claim was filed on or about October 9, 2002. Submission Agreement of Claimant Wachovia Securities, LLC was signed on October 9, 2002 by Douglas D. Callaway, Esq., of Wachovia Securities, Inc.

No Statement of Answer or Submission Agreement was filed by Respondent Steven P. Jensen.

Claimant filed a Motion to Preclude Respondent Jensen's Answer on or about January 6, 2003. No Response was submitted by Respondent Jensen.

Claimant filed an Amended Statement of Claim on or about February 19, 2003.

CASE SUMMARY

Claimant asserted the following cause of action: breach of promissory note. The cause of action related to Respondent Jensen's alleged breach of the terms of an employee forgivable loan after his employment ended at Stanford Group Company.

RELIEF REQUESTED

Claimant requested an award in the amount of \$ 49,580.70 in damages as to the Promissory Note and Respondent's prorated recruiting bonus of \$24,713.27. In addition, Claimant requested interest, attorneys' fees, costs and any other relief the Panel deemed appropriate.

OTHER ISSUES CONSIDERED & DECIDED

Upon review of the file and the representations made by/on behalf of the Claimant, the undersigned arbitrators have determined that Respondent Steven P. Jensen has been properly served with the Statement of Claim pursuant to Rule 10314 of NASD Code of Arbitration Procedure (the "Code"). The undersigned arbitrators have also determined that Respondent Steven P. Jensen has received due notice of the hearing as required under Rule 10315 of the Code and that arbitration of the matter would proceed pursuant to Rule 10318 of the Code.

Respondent Steven P. Jensen did not file with NASD Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to Rule 10301 of NASD Code of Arbitration Procedure (the "Code") is bound by the determination of the arbitration panel on all issues submitted.

On or about May 29, 2003, the Panel entered an Order denying Claimant's Motion to Preclude Respondent Jensen's Answer.

The parties have agreed that the Award in this matter may be executed 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 originals remain on file with NASD Dispute Resolution ("NASD").

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. Respondent, Steven P. Jensen, is liable for and shall pay to Claimant, Wachovia Securities, LLC, the sum of Forty Nine Thousand Five Hundred and Eighty Dollars and Seventy Cents (\$49,580.70) in damages;
2. Respondent, Steven P. Jensen, is liable for and shall pay to Claimant, Wachovia Securities, LLC, interest on above-stated sum pursuant to the terms of the Promissory Note at the rate of 6 ¾% per annum from and including March 12, 2002, through and including the date this award is paid in full;
3. Respondent, Steven P. Jensen, is liable for and shall pay to Claimant, Wachovia Securities, LLC, attorney's fees in the amount of One Thousand Four Hundred Dollars and No Cents (\$1,400.00) pursuant to the terms of the Promissory Note;

4. Respondent, Steven P. Jensen, is liable for and shall pay to Claimant, Wachovia Securities, LLC, the recruiting bonus in the amount of Twenty Four Thousand Seven Hundred and Thirteen Dollars and Twenty-Seven Cents (\$24,713.27) pursuant to the terms of the Promissory Note;
5. Respondent, Steven P. Jensen, is liable for and shall pay to Claimant, Wachovia Securities, LLC, arbitrations costs in the amount of Three Thousand Five Hundred and Fifty Dollars and No Cents (\$3,550) pursuant to the terms of the Promissory Note;
6. To the extent not specifically awarded or otherwise provided for above, all other claims and requests for relief by any party hereto are denied with prejudice; and
7. Other than the Forum Fees noted below, which are indicated below, and costs provided for above, the parties shall bear all other costs and expenses incurred by them in connection with this proceeding.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain the non-refundable filing fee for each claim:

Initial claim filing fee	= \$ 1,000
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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. In this matter, the member firm is Wachovia Securities, LLC.

Member surcharge	= \$ 1,100
Pre-hearing process fee	= \$ 750
Hearing process fee	= \$ 1,700

Forum Fees and Assessments

The Arbitration Panel assesses forum fees for each hearing session conducted. A hearing 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 x \$ 750 = \$ 750

Pre-hearing conference: 04/22/2003 1 session

One (1) Hearing session x \$ 750 = \$ 750

Hearing Date: 09/03/2003 1 session

Total Forum Fees = \$ 1,500

The Arbitration Panel has assessed \$ 1,500 of the forum fees to Steven P. Jensen.

Fee Summary

Claimant, Wachovia Securities, LLC, is liable for:

Initial Filing Fee	= \$ 1,000
<u>Member Fees</u>	= \$ 3,550
Total Fees	= \$ 4,550
<u>Less payments</u>	= \$ 3,225
Balance Due NASD Dispute Resolution	= \$ 1,325

Respondent, Steven P. Jensen, is liable for:

<u>Forum Fees</u>	= \$ 1,500
Total Fees	= \$ 1,500
<u>Less payments</u>	= \$ 0
Balance Due NASD Dispute Resolution	= \$ 1,500

All balances are due to NASD Dispute Resolution pursuant to Rule 10330(g) of the Code of Arbitration

ARBITRATION PANEL

Terrence J. Flemming, Esq. – Non-Public Arbitrator, Presiding Chair
Emily B. Boote - Non-Public Arbitrator
James B. Vessey, Esq. - Non-Public Arbitrator

Concurring Arbitrators:

Terrence J. Flemming, Esq.
Non-Public Arbitrator, Presiding Chair

Signature Date

Emily B. Boote
Non-Public Arbitrator

Signature Date

James B. Vessey, Esq.
Non-Public Arbitrator

Signature Date

9/25/02
Date of Service

ARBITRATION PANEL

Terrence J. Flemming, Esq. - Non-Public Arbitrator, Presiding Chair
Emily B. Boote - Non-Public Arbitrator
James B. Vessey, Esq. - Non-Public Arbitrator

Concurring Arbitrators:

7/22
Terrence J. Flemming, Esq.
Non-Public Arbitrator, Presiding Chair

9/23/03
Signature Date

Emily B. Boote
Non-Public Arbitrator

Signature Date

James B. Vessey, Esq.
Non-Public Arbitrator

Signature Date

4/25/03
Date of Service

ARBITRATION PANEL

Terrence J. Flemming, Esq. - Non-Public Arbitrator, Presiding Chair
Emily B. Boote - Non-Public Arbitrator
James B. Vessey, Esq. - Non-Public Arbitrator

Concurring Arbitrators:

Terrence J. Flemming, Esq.
Non-Public Arbitrator, Presiding Chair

Signature Date

Emily B. Boote

9/24/03
Signature Date

Emily B. Boote
Non-Public Arbitrator

James B. Vessey, Esq.
Non-Public Arbitrator

Signature Date

9/25/03

Date of Service

ARBITRATION PANEL

Terrence J. Flemming, Esq. - Non-Public Arbitrator, Presiding Chair
Emily B. Boote - Non-Public Arbitrator
James B. Vessey, Esq. - Non-Public Arbitrator

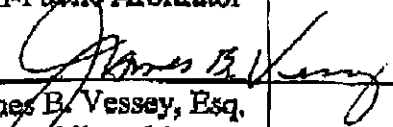
Concurring Arbitrators:

Terrence J. Flemming, Esq.
Non-Public Arbitrator, Presiding Chair

Signature Date

Emily B. Boote
Non-Public Arbitrator

Signature Date


James B. Vessey, Esq.
Non-Public Arbitrator

September 24, 2003
Signature Date

9/25/03
Date of Service