
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants

Martin Savarick and Jan Savarick, Joint Account
Martin Savarick
Jan Savarick

Case Number: 02-06906

Names of the Respondents

UBS PaineWebber, Inc.
Robert David Child
David Block
Michael Brian Levin
Jeffrey Allen Dudas

Hearing Site: Boca Raton, Florida

Nature of the Dispute: Customer v. Member and Associated Person.

REPRESENTATION OF PARTIES

For Martin Savarick and Jan Savarick, Joint Account, Martin Savarick and Jan Savarick, hereinafter collectively referred to as "Claimants": Carl F. Schoeppl, Esq., Schoeppl & Burke, P.A., Boca Raton, Florida.

For Respondents UBS PaineWebber, Inc. ("UBS"), David Block ("Block"), Michael Brian Levin ("Levin") and Jeffrey Allen Dudas ("Dudas"): Richard L. Martens, Esq. and Charles L. Pickett, Esq., Boose, Casey, Ciklin, Lubitz, Martens, McBane & O'Connell, West Palm Beach, Florida.

For Respondent Robert David Child ("Child"): Marc S. Dobin, Esq. and Debra A. Jenks, Esq., Dobin & Jenks, LLP, Jupiter, Florida.

CASE INFORMATION

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

Claimants signed Uniform Submission Agreement: September 30, 2002.

Statement of Answer filed by Respondents UBS, Block, Levin and Dudas on or about: February 27, 2003.

Statement of Answer filed by Respondent Child on or about: April 3, 2003.

Respondent UBS signed Uniform Submission Agreement: May 16, 2003.

Respondent Levin signed Uniform Submission Agreement: May 16, 2003.

Respondent Dudas signed Uniform Submission Agreement: May 19, 2003.

Respondent Child signed Uniform Submission Agreement: May 30, 2003.

Respondent Block signed the Uniform Submission Agreement: July 18, 2003.

Claimants filed Motion to Strike and/or Preclude Respondent Child's Statement of Answer on or about: January 24, 2003.

Respondent Child filed Notice of Appearance and Opposition to Claimants' Motion to Strike and/or Preclude

Answer on or about: February 4, 2003.

CASE SUMMARY

Claimants asserted the following causes of action: 1) breach of fiduciary duty; 2) common law fraud; 3) negligent misrepresentation; 4) gross negligence; 5) negligence; 6) failure to supervise; 7) negligent supervision; and, 8) violation of Florida Statutes §§ 517.211 and 301. The causes of action relate to the purchase and sale of various bonds in Claimants' accounts including, but not limited to: Stuart Ent; Worth Illinois; Edinburg; San Jacinti; Tarrant I; ICO Global; Trans-American I; Service Merch; SMYRNA; Tarrant II; and, West Jeff II.

Unless specifically admitted in their Answers, Respondents UBS, Child, Block, Levin, and Dudas denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$4,963,093.20, interest on lost income, pre-judgment interest, recessionary damages, punitive damages of at least \$4,963,093.20, costs, attorneys' fees and other and further relief as the Panel deemed just and proper.

Respondents UBS, Block, Levin, and Dudas requested that all claims be dismissed in their entirety, that they be awarded a declaratory judgment under Florida Statutes Chapter 517, plus attorneys' fees, costs, forum fees and any additional or further relief this Panel deemed just and proper.

Respondent Child requested that all claims be dismissed, with prejudice, and that he be awarded attorneys' fees and costs.

OTHER ISSUES CONSIDERED AND DECIDED

On or about February 14, 2003, Claimants notified NASD Dispute Resolution that the Motion to Strike and/or Preclude Respondent Child's Statement of Answer was withdrawn.

On or about May 13, 2004, Claimants filed a Notice of Voluntary Dismissal, without prejudice, of the claims against Respondents Block, Levin and Dudas.

On or about May 13, 2004, Respondents Block, Levin, and Dudas notified NASD Dispute Resolution that they consented to their dismissal, without prejudice.

On or about May 24, 2004, the parties notified NASD Dispute Resolution that this matter had been settled.

On or about June 29, 2004, Respondents submitted a Stipulation to Dismiss and Expunge Respondents Levin and Dudas' NASD Central Registration Depository ("CRD") records and a proposed Stipulated Award with a request that the Panel enter the Stipulated Award expunging all references to this matter from Respondents Levin and Dudas' registration records maintained by the NASD CRD.

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

AWARD

After considering the parties' submissions and the record in this matter, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

This matter involved disputed claims and was settled by the parties prior to the submission of any evidence by any party of any wrongdoing by the Respondents, and prior to the final arbitration hearing. As a condition of the settlement, the parties agreed that all references to this matter should be expunged from the NASD CRD records of Respondents Levin and Dudas.

Claimants' withdrawal of the claims against Respondents UBS, Child, Block, Levin and Dudas, with prejudice, is accepted and all Respondents are dismissed from this matter.

The Panel recommends that all references to this arbitration proceeding be expunged from Respondents Levin and Dudas' permanent NASD CRD records, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondents Levin and Dudas must obtain confirmation from a court of competent jurisdiction before the NASD CRD will execute the expungement directive.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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	= \$ 600.00
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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 persons at the time of the events giving rise to the dispute. In this matter, UBS is a member firm and a party:

Member surcharge	= \$3,350.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$5,500.00</u>
Total Member Fee	= \$9,600.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No requests for adjournments were filed in this matter.

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:

Two (2) Pre-hearing sessions with a single arbitrator @ \$450.00		= \$ 900.00
Pre-hearing conferences: August 21, 2003	1 session	
April 19, 2004	1 session	
One (1) Pre-hearing session with the Panel @ \$1,200.00		= \$1,200.00
Pre-hearing conference: July 28, 2003	1 session	
<hr/> Total Forum Fees		<hr/> = \$2,100.00

The Panel has assessed \$1,050.00 of the forum fees to Claimants, jointly and severally.

The Panel has assessed \$1,050.00 of the forum fees to Respondents UBS, Child, Block, Levin and Dudas, jointly and severally.

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 are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters and security.

No administrative costs were incurred during this proceeding.

Fee Summary

Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 600.00
Forum Fees	= \$1,050.00
Total Fees	= \$1,650.00
Less payments	= \$1,650.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent UBS is solely liable for:

Member Fees	= \$9,600.00
Total Fees	= \$9,600.00
Less payments	= \$9,600.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents UBS, Child, Block, Levin, and Dudas, are jointly and severally liable for:

<u>Forum Fees</u>	<u>= \$1,050.00</u>
<u>Total Fees</u>	<u>= \$1,050.00</u>
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$1,050.00

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

ARBITRATION PANEL

Abe Mintz	-	Public Arbitrator, Presiding Chairperson
Barry S. Shanbron, Esq.	-	Public Arbitrator
James D. McDonald	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

/s/	07/09/04
_____	_____
Abe Mintz	Signature Date
Public Arbitrator, Presiding Chairperson	

/s/	07/14/04
_____	_____
Barry S. Shanbron, Esq.	Signature Date
Public Arbitrator	

/s/	07/09/04
_____	_____
James D. McDonald	Signature Date
Non-Public Arbitrator	

07/20/04

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

Respondents UBS, Child, Block, Levin, and Dudas, are jointly and severally liable for:

Forum Fees	= \$1,050.00
Total Fees	= \$1,050.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$1,050.00

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Public Arbitrator, Presiding Chairperson

9/9/04
Signature Date

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Public Arbitrator

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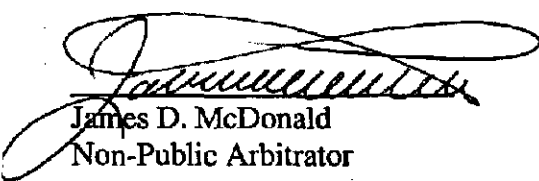
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Signature Date

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Public Arbitrator

Signature Date


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Public Arbitrator, Presiding Chairperson

Signature Date



Barry S. Shanbron, Esq.
Public Arbitrator



Signature Date

James D. McDonald
Non-Public Arbitrator

Signature Date

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