
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Prime Charter Ltd.

Case Number: 03-01851

Name of the Respondent
David A. Baum

Hearing Site: Boca Raton, FL

Nature of the Dispute: Member vs. Associated Person.

REPRESENTATION OF PARTIES

For Prime Charter Ltd. ("Prime"), hereinafter referred to as "Claimant": Evelyn Bukchin, Counsel, Prime, New York, NY.

David A. Baum ("Baum"), hereinafter referred to as "Respondent", appeared pro se.

CASE INFORMATION

Statement of Claim filed on or about: March 17, 2003.

Claimant signed the Uniform Submission Agreement: March 14, 2003.

Answer to Statement of Claim filed by Respondent on or about: February 18, 2004.

Respondent did not file an executed Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted that Respondent failed to repay sums due pursuant to the promissory note entered into by the parties.

Respondent stated that he had no material to file in opposition to the Statement of Claim.

RELIEF REQUESTED

Claimant requested compensatory damages of approximately \$37,500.00, interest, reimbursement of filing fees, and costs.

OTHER ISSUES CONSIDERED AND DECIDED

During the initial pre-hearing conference, the parties agreed to waive the requirement of a hearing in this matter. Pursuant to the initial pre-hearing conference order dated November 25, 2003, the parties were to confirm in writing on or before December 15, 2003, that they waived the requirement of a hearing and that they requested that the matter be resolved solely upon the pleadings and documentary evidence. On or about December 15, 2003, the parties filed their mutually executed waiver of hearing and requested that the matter be decided on the pleadings

and any other submissions filed by the parties on or before February 18, 2004.

Respondent did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement 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 arbitrator (the "Arbitrator") on all issues submitted.

When this case was paneled, Arbitrator Spector was properly classified as a Non-Public Arbitrator and appointed as such. His classification has since changed to Public Arbitrator.

The parties agreed that a handwritten, signed Award may be entered in this matter.

AWARD

After considering the pleadings and documentary evidence, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

Respondent is liable and shall pay to Claimant compensatory damages in the sum of \$37,500.00 plus pre-judgment interest at the rate of 9% per annum accruing from August 14, 2002 until the date of the Award. Thereafter, the aforementioned sum, including interest, shall bear interest at the rate determined by applicable law.

Respondent is liable and shall pay to Claimant attorneys' fees in the sum of \$5,625.00 pursuant to the promissory note entered into by the parties.

Respondent is liable and shall pay to Claimant costs in the sum of \$3,625.00. This amount is comprised of the claim filing fee of \$1,000.00, the member surcharge of \$875.00, the pre-hearing process fee of \$750.00, and the hearing process fee of \$1,000.00.

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
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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(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Claimant is a member firm and a party.

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$1,000.00</u>
Total Member Fees	= \$2,625.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

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

Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

No hearing on the merits was postponed or settled within three business days before the start of a scheduled hearing session.

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 assessed during these proceedings.

Forum Fees and Assessments

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

One (1) Pre-hearing session with a single arbitrator @ \$450.00	= \$ 450.00
Pre-hearing conference: November 25, 2003 1 session	
<hr/> Total Forum Fees	<hr/> = \$ 450.00

The Arbitrator has assessed the total forum fees of \$450.00 to Respondent.

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 costs were incurred during this proceeding.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 1,000.00
Member Fees	= \$ 2,625.00
Total Fees	= \$ 3,625.00
<u>Less payments</u>	<u>= \$ 3,625.00</u>

Balance Due NASD Dispute Resolution = \$ 0.00

Respondent is solely liable for:

<u>Forum Fees</u>	= \$ 450.00
<u>Total Fees</u>	= \$ 450.00
<u>Less payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 450.00

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

ARBITRATOR

Brain F. Spector, Esq.

- Public Arbitrator, Presiding Chairperson

Arbitrator's Signature

/s/
Brain F. Spector, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

October 19, 2004
Date of Service (For NASD Dispute Resolution office use only)

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 1,000.00
<u>Member Fees</u>	= \$ 2,625.00
Total Fees	= \$ 3,625.00
<u>Less payments</u>	= \$ 3,625.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent is solely liable for:

<u>Forum Fees</u>	= \$ 450.00
Total Fees	= \$ 450.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 450.00


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

ARBITRATOR

Brian F. Spector, Esq.

- Public Arbitrator, Presiding Chairperson

Arbitrator's Signature



Brian F. Spector
Public Arbitrator, Presiding Chairperson

10/19/2004

Signature Date

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