

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

UBS PaineWebber, Inc. (Claimant) v. James N. Passias (Respondent)

Case Number: 03-02441

Hearing Site: Columbus, Ohio

Nature of the Dispute: Member vs. Associated Person

REPRESENTATION OF PARTIES

Claimant UBS PaineWebber, Inc. ("PaineWebber") hereinafter referred to as "Claimant":
Lisa A. Catalano, Esq., Davidson, Manchel & Brennan, LLP.

Respondent James N. Passias ("Passias") hereinafter referred to as Respondent": Mark
W. Iannotta, Esq., Strip, Hoppers, Leithart, McGrath & Terlecky Co., Columbus, OH.

CASE INFORMATION

Statement of Claim filed on or about: April 2, 2003.

Claimant's Motion for an Award by Default or Motion to Bar Defenses filed on or about:
September 16, 2003.

Claimant signed the Uniform Submission Agreement: February 26, 2003.

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

CASE SUMMARY

Claimant asserted the following causes of action: failure to repay outstanding balance
pursuant to an employee forgivable loan.

RELIEF REQUESTED

Claimant requested money damages in the amount of \$106,408.48 plus interest thereon
from October 31, 2002 through the payment of the award; all costs, fees, and
disbursements of this action, including attorneys' fees; and such other and further relief
as the Arbitration Panel may deem just and equitable.

OTHER ISSUES CONSIDERED AND DECIDED

Upon review of the file and the representations made on behalf of the Claimant, the
undersigned arbitrators (the "Panel") determined that Respondent Passias has been
properly served with the Statement of Claim and received due notice of the hearing and

that arbitration of the matter would proceed without said Respondent present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

Respondent did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but is required to submit to arbitration pursuant to the Code and is bound by the determination of the Panel on all issues submitted.

At the initial pre-hearing conference held on November 4, 2003, the Panel granted Claimant's Motion for Default Award. This was uncontested by Respondent's counsel who was present at the conference.

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.

AWARD

After considering the pleadings, and the testimony and evidence presented at the initial pre-hearing conference, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent is liable for and shall pay to Claimant compensatory damages in the amount of \$106,408.48 plus interest at 6 1/4% per annum from October 31, 2002 through the date of payment of the Award.
2. Any and all relief not specifically addressed herein is 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 that employed the associated person at the time of the events giving rise to the dispute. Accordingly, UBS PaineWebber, Inc. is a party.

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

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
<u>Pre-hearing conference: November 4, 2003 1 session</u>	
Total Forum Fees	= \$1,125.00

1. The Panel has assessed \$1,125.00 of the forum fees against Respondent.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$1,000.00
<u>Member Fees</u>	= \$2,450.00
Total Fees	= \$3,450.00
<u>Less payments</u>	= \$4,575.00
Refund Due to Claimant	= \$1,125.00

2. Respondent is solely liable for:

<u>Forum Fees</u>	= \$1,125.00
Total Fees	= \$1,125.00
<u>Less payments</u>	= \$ 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

James A. Francis, Esq.	-	Non-Public Arbitrator, Presiding Chair
Rita E. Tholt, Esq.	-	Non-Public Arbitrator
Mary Ten Eyck Taylor, J.D.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument, which is my award.

James A. Francis, Esq.
Non-Public Arbitrator, Presiding Chairperson

Signature Date

Rita E. Tholt, Esq.
Non-Public Arbitrator

Signature Date



Mary Ten Eyck Taylor, J.D.
Non-Public Arbitrator

Signature Date

December 2, 2003
Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

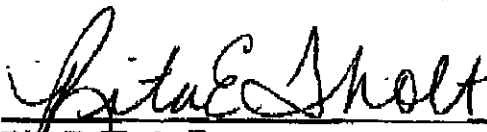
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