

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Matthew M. Gourlay (Claimant) v. UBS Warburg, LLC n/k/a UBS Securities, LLC
(Respondent)

Case Number: 03-05204

Hearing Site: New York, New York

Nature of the Dispute: Associated Person v. Member.

REPRESENTATION OF PARTIES

Claimant Matthew M. Gourlay ("Gourlay") hereinafter referred to as "Claimant": Paul T. Shoemaker, Esq., Greenfield Stein & Senior, LLP, New York, NY.

Respondent UBS Warburg, LLC n/k/a UBS Securities, LLC ("UBS") hereinafter referred to as "Respondent": Mark J. Goldberg, Esq., formerly Sasha J. Smith, Esq., Loeb & Loeb, LLP, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: July 11, 2003.

Claimant signed the Uniform Submission Agreement: July 4, 2003.

Statement of Answer filed by Respondent on or about: September 26, 2003.

Respondent signed the Uniform Submission Agreement: September 29, 2003.

CASE SUMMARY

Claimant asserted the following cause of action: failure to pay compensation owed.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim.

RELIEF REQUESTED

Claimant requested that UBS pay him the full compensation which he earned while employed by them in an amount of not less than \$2,800,000.00; interest; attorneys' fees; and such other and further relief as the Panel deems just and proper.

Respondent requested that Claimant's claims be dismissed and that the costs of this proceeding, including attorneys' fees, be assessed against him.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent made a motion to dismiss at the close of Claimant's case. The Panel denied the motion.

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 hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent is liable for and shall to Claimant compensatory damages in the amount of \$1,280,000.00.
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	= \$500.00
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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 Warburg, LLC n/k/a UBS Securities, LLC is a party.

Member surcharge	= \$2,800.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$5,000.00

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 a single arbitrator @ \$450.00	= \$ 450.00
Pre-hearing conference: April 19, 2004 1 session	

One (1) Pre-hearing session with Panel @ \$1,200.00 = \$ 1,200.00
Pre-hearing conference: March 10, 2004 1 session

Six (6) Hearing sessions @ \$1,200.00 = \$ 7,200.00
Hearing Dates: July 20, 2004 2 sessions
July 21, 2004 2 sessions
July 22, 2004 2 sessions

Total Forum Fees = \$ 8,850.00

The Panel has assessed \$8,850.00 of the forum fees against Respondent.

Fee Summary

1. Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 500.00
Total Fees	= \$ 500.00
<u>Less payments</u>	= \$ 1,700.00
Refund Due Claimant	= \$ 1,200.00

2. Respondent is solely liable for:

Member Fees	= \$ 8,550.00
<u>Forum Fees</u>	= \$ 8,850.00
Total Fees	= \$17,400.00
<u>Less payments</u>	= \$ 8,550.00
Balance Due NASD Dispute Resolution	= \$ 8,850.00

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

ARBITRATION PANEL

Robert Bennett
Michael Todd Clements
Catherine I. Gulevich

Non-Public Arbitrator, Presiding Chairperson
Non-Public Arbitrator
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 is which is my award.



Robert Bennett
Non-Public Arbitrator, Presiding Chairperson

Signature Date

Michael Todd Clements
Non-Public Arbitrator

Signature Date

Catherine I. Gulevich
Non-Public Arbitrator

Signature Date

August 10, 2004
Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

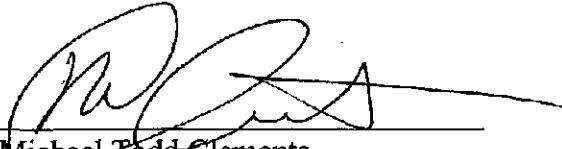
Robert Bennett	-	Non-Public Arbitrator, Presiding Chairperson
Michael Todd Clements	-	Non-Public Arbitrator
Catherine I. Gulevich	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

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Robert Bennett
Non-Public Arbitrator, Presiding Chairperson

Signature Date



Michael Todd Clements
Non-Public Arbitrator

7/27/04

Signature Date

Catherine I. Gulevich
Non-Public Arbitrator

Signature Date

August 10, 2004

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ARBITRATION PANEL

Robert Bennett	-	Non-Public Arbitrator, Presiding Chairperson
Michael Todd Clements	-	Non-Public Arbitrator
Catherine I. Gulevich	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

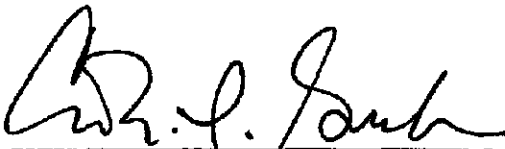
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Robert Bennett
Non-Public Arbitrator, Presiding Chairperson

Signature Date

Michael Todd Clements
Non-Public Arbitrator

Signature Date



Catherine I. Gulevich
Non-Public Arbitrator

8/1/2004

Signature Date

August 10, 2004

Date of Service (For NASD Dispute Resolution use only)