

**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Names of the Claimants

Maria Lucila Beltran
Tomas Voulgaridis

Case Number: 04-05014

Names of Respondents

Wallstreet Electronica, Inc.
Rafael Avila
Carlos Noe Otalvaro
Carlos Francisco Otalvaro
UBS Financial Services, Inc. f/k/a
UBS PaineWebber, Inc.
Pedro Penzini
Cecilia Gonzalez

Hearing Site: Boca Raton, Florida

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

REPRESENTATION OF PARTIES

For Maria Lucila Beltran and Tomas Voulgaridis, hereinafter collectively referred to as "Claimants": Russell L. Forkey, Esq., Russell L. Forkey, P.A., Fort Lauderdale, Florida.

For Respondents Wallstreet Electronica, Inc. ("Wallstreet") and Carlos Francisco Otalvaro ("F. Otalvaro"): Alan M. Wolper, Esq., Sutherland, Asbill & Brennan, L.L.P., Atlanta, Georgia.

Respondent Carlos Noe Otalvaro ("Noe Otalvaro") appeared *pro se* until Alan M. Wolper, Esq., Sutherland, Asbill & Brennan, L.L.P., Atlanta Georgia, filed a Notice of Appearance on his behalf on or about: August 1, 2005.

Respondent Rafael Avila ("Avila") appeared *pro se*.

For Respondent UBS Financial Services, Inc. f/k/a UBS PaineWebber, Inc. ("UBS"): Peter J. Aldrich, Esq., Peter J. Aldrich, P.A., Palm Beach Gardens, Florida.

For Respondent Pedro Penzini ("Penzini"): Elio Martinez, Esq., Garbett, Bronstein, Stiphany & Allen, P.A., Miami, Florida.

For Respondent Cecilia Gonzalez ("Gonzalez"): Melanie S. Cherdack, Esq., Genovese Joblove & Battista, P.A., Miami, Florida.

CASE INFORMATION

Statement of Claim filed on or about: July 13, 2004.

Claimants signed but did not date the Uniform Submission Agreement.

Statement of Answer and Motion to Dismiss filed by Respondent Wallstreet on or about: October 20, 2004.

Statement of Answer filed by Respondent Avila on or about: November 1, 2004.

Statement of Answer filed by Respondent Gonzalez on or about: October 26, 2004.

Statement of Answer filed by Respondent Penzini on or about: November 5, 2004.

Statement of Answer and Motion to Dismiss filed by Respondent UBS on or about: December 1, 2004.

Respondent UBS signed the Uniform Submission Agreement on or about: September 10, 2004.

Respondent Gonzalez signed the Uniform Submission Agreement on or about: November 10, 2004.

Respondent Penzini signed the Uniform Submission Agreement on or about: October 26, 2004.

Respondents Wallstreet, Avila, Noe Otalvaro, and F. Otalvaro did not file executed Uniform Submission Agreements.

Motion for Leave to File Amended Statement of Claim and to Add and Drop Respondents filed by Claimants on or about: February 24, 2005.

Amended Statement of Claim filed on or about: March 24, 2005.

Statement of Answer to Amended Statement of Claim filed by Respondent Wallstreet on or about: April 19, 2005.

Respondent F. Otalvaro adopted Respondent Wallstreet's Statement of Answer to the Amended Statement of Claim on or about: May 4, 2005.

Respondent Noe Otalvaro did not file an Answer to the Amended Statement of Claim.

Respondent Avila did not file an Answer to the Amended Statement of Claim.

Motion to Dismiss Amended Statement of Claim filed by Respondents Wallstreet and F. Otalvaro on or about: April 19, 2005.

Response in Opposition to the Motion to Dismiss the Amended Statement of Claim filed by Claimants on or about: April 22, 2005.

Motion to Dismiss the Amended Statement of Claim for Lack of Jurisdiction filed by Respondent Noe Otalvaro on or about: June 9, 2005.

Response in Opposition to Respondent Noe Otalvaro's Motion to Dismiss the Amended Statement of Claim for Lack of Jurisdiction filed by Claimants on or about: June 17, 2005.

Reply Brief in Support of Motion to Dismiss the Amended Statement of Claim for Lack of Jurisdiction filed by Respondent Noe Otalvaro on or about: June 28, 2005.

CASE SUMMARY

Claimants asserted the following causes of action: 1) fraud; 2) failure to supervise; and, 3) unsuitability. The causes of action relate to an alleged misdirection of deposits of funds into other accounts and various unspecified investment purchases in Claimants' account.

Unless specifically admitted in their Answer, Respondents Wallstreet and F. Otalvaro denied the allegations made in the Amended Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in his Answer, Respondent Avila denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in her Answer, Respondent Gonzalez denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in his Answer, Respondent Penzini denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in its Answer, Respondent UBS denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$60,000.00, punitive damages in the amount of \$75,000.00, interest, costs and such other relief as the Panel deemed appropriate.

Respondents Wallstreet and F. Otalvaro requested that the Panel dismiss the Amended Statement of Claim and an award of costs and such other relief as the Panel deemed just and proper.

Respondent Avila requested that the Panel dismiss the Statement of Claim and assess costs against the Claimants.

Respondent Noe Otalvaro requested, within his Motion to Dismiss, that the claims against him be dismissed for lack of jurisdiction.

Respondent Gonzalez requested that the Panel dismiss the Statement of Claim plus an award of costs, attorney's fees and that the Panel issue an order for expungement of her NASD Central Registration Depository (the "CRD") record.

Respondent Penzini requested that the Panel dismiss the Statement of Claim and assess costs against the Claimants.

Respondent UBS requested that the Panel dismiss the Statement of Claim, with prejudice, and an award of costs and expenses, forum fees and such other relief as the Panel deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents Wallstreet, Avila, Noe Otalvaro and F. Otalvaro did not file with NASD Dispute Resolution properly executed submission agreements but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and having answered the claim and/or filed pleadings, are bound by the determination of the Panel on all issues submitted.

On or about March 24, 2005, the Panel entered an Order granting Claimants' Motion for Leave to File Amended Statement of Claim and to Add and Drop Respondents. Pursuant to this Order, Claimants filed an Amended Statement of Claim that dropped Respondents UBS, Penzini and Gonzalez as parties and added Respondents Noe Otalvaro and F. Otalvaro as parties.

On or about May 2, 2005, the Panel entered an Order denying Respondents Wallstreet's and F. Otalvaro's Motion to Dismiss the Amended Statement of Claim.

The Panel did not rule on and deemed moot Respondent Noe Otalvaro's Motion to Dismiss for Lack of Jurisdiction pursuant to the parties' settlement of this case.

On or about January 31, 2006, prior to the final hearing, the parties notified NASD Dispute Resolution that they had fully and finally settled all claims by and between them.

On or about February 16, 2006, the parties submitted a proposed Stipulated Award with a request for expungement of the NASD CRD record of Respondent F. Otalvaro.

On July 5, 2006, a telephonic hearing was held to hear oral argument on Respondent F. Otalvaro's request for expungement of his NASD CRD record. Pursuant to this hearing the Panel issued an Order requiring the parties to submit additional documentation.

On or about July 14, 2006, the parties submitted to NASD Dispute Resolution additional documentation pursuant to the Order of the Panel.

On July 17, 2006, the Panel granted Respondent F. Otalvaro's request for expungement of his NASD CRD record.

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

AWARD

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

The parties have amenablely resolved their differences and have requested this Stipulated Award.

All claims against Respondents Wallstreet Electronica, F. Otalvaro, Noe Otalvaro and Avila are dismissed, with prejudice.

Pursuant to Rule 2130 of the Code, the Panel affirmatively finds that Respondent F. Otalvaro was not involved in any investment-related sales practice violation, forgery, theft, misappropriation, or conversion of funds. In support of this finding, the Panel relied upon Respondents' Answer, Amended Answer, any exhibits attached thereto, a telephonic hearing with the parties and additional documentation supplied by the parties.

The Panel recommends the expungement of all reference to the above-captioned arbitration from Respondent F. Otalvaro's registration records maintained by the NASD CRD, with the understanding that, pursuant to NASD Notice to Members 04-16, Respondent F. Otalvaro must obtain confirmation from a court of competent jurisdiction

before the NASD CRD will execute the expungement directive.

Unless specifically waived in writing by NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

The parties shall bear their respective costs, including attorney's fees, except as fees are specifically addressed below.

Any and all claims for relief not specifically addressed herein, including Claimants' request for punitive damages, 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	= \$ 300.00
--------------------------	-------------

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, Wallstreet is a party and a member firm.

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,750.00
Total Member fees	= \$5,200.00

UBS was a party and is a member firm.

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,750.00
Total Member fees	= \$5,200.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournment fees assessed during these proceedings.

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:

There were no three-day cancellation fees assessed during these proceedings.

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.

There were no injunctive relief fees assessed during these proceedings.

Forum Fees and Assessments

The arbitration Panel has assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. 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: June 21, 2005 1 session	
One (1) Pre-hearing session with Panel @ \$1,125.00	= \$ 1,125.00
Pre-hearing conference: January 7, 2005 1 session	
One (1) Hearing session with the Panel @ \$1,125.00	= \$ 1,125.00
July 5, 2006 1 session	
<hr/> Total Forum Fees	<hr/> = \$ 2,700.00

The Panel has assessed \$787.50 of the forum fees to Claimants, jointly and severally.
The Panel has assessed \$562.50 of the forum fees to Respondents Wallstreet and Avila, jointly and severally.

The Panel has assessed \$225.00 of the forum fees to Respondents Wallstreet, F. Otalvaro, Noe Otalvaro and Avila, jointly and severally.

The Panel has assessed \$1,125.00 of the forum fees to Respondent F. Otalvaro.

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.

There were no administrative costs assessed during these proceedings.

Fee Summary

Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 787.50
Retained Hearing Session Deposit	= \$ 337.50
<hr/> Total Fees	<hr/> = \$ 1,425.00

<u>Less payments</u>	= \$ 1,425.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondent Wallstreet is solely liable for:

<u>Member Fees</u>	= \$ 5,200.00
<u>Total Fees</u>	= \$ 5,200.00
<u>Less payments</u>	= \$ 5,200.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondents Wallstreet and Avila are jointly and severally liable for:

<u>Forum Fees</u>	= \$ 562.50
<u>Total Fees</u>	= \$ 562.50
<u>Less payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 562.50

Respondents Wallstreet, Avila, F. Otalvaro and Noe Otalvaro are jointly and severally liable for:

<u>Forum Fees</u>	= \$ 225.00
<u>Total Fees</u>	= \$ 225.00
<u>Less payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 225.00

Respondent UBS is solely liable for:

<u>Member Fees</u>	= \$ 5,200.00
<u>Total Fees</u>	= \$ 5,200.00
<u>Less payments</u>	= \$ 5,200.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondent F. Otalvaro is solely liable for:

<u>Forum Fees</u>	= \$ 1,125.00
<u>Total Fees</u>	= \$ 1,125.00
<u>Less payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 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

<i>Peter A. Cartwright, Esq.</i>	-	<i>Public Arbitrator, Presiding Chairperson</i>
<i>Myron E. Levenson</i>	-	<i>Public Arbitrator</i>
<i>Brian E. Slotky</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

/s/
Peter A. Cartwright, Esq.
Public Arbitrator, Presiding Chairperson

07/19/06
Signature Date

/s/
Myron E. Levenson
Public Arbitrator

07/19/06
Signature Date

/s/
Brian E. Slotky
Non-Public Arbitrator

07/20/06
Signature Date

07/20/06
Date of Service (For NASD Dispute Resolution office use only)

Jul 19, 2006 10:13AM

No. 2217 P. 8/9

Arbitration No. 04-05014
 Stipulated Award Page 7 of 8

Less payments	= \$ 1,425.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Wallstreet is solely liable for:

Member Fees	= \$ 5,200.00
Total Fees	= \$ 5,200.00
Less payments	= \$ 5,200.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents Wallstreet and Avila are jointly and severally liable for:

Forum Fees	= \$ 562.50
Total Fees	= \$ 562.50
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 562.50

Respondents Wallstreet, Avila, F. Otalvaro and Noe Otalvaro are jointly and severally liable for:

Forum Fees	= \$ 225.00
Total Fees	= \$ 225.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 225.00

Respondent UBS is solely liable for:

Member Fees	= \$ 5,200.00
Total Fees	= \$ 5,200.00
Less payments	= \$ 5,200.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent F. Otalvaro is solely liable for:

Forum Fees	= \$ 1,125.00
Total Fees	= \$ 1,125.00
Less payments	= \$ 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

Peter A. Cartwright, Esq.	-	Public Arbitrator, Presiding Chairperson
Myron E. Levenson	-	Public Arbitrator
Brian E. Slotky	-	Non-Public Arbitrator

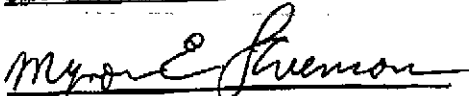
Concurring Arbitrators' Signatures


 Peter A. Cartwright, Esq.
 Public Arbitrator, Presiding Chairperson


 July 19, 2006
 Signature Date

NASD Dispute Resolution
Arbitration No. 04-06014

Stipulated Award Page 5 of 6


Myron E. Levenson
Public Arbitrator

7/19/06
Signature Date

Brian E. Slotky
Non-Public Arbitrator

Signature Date

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

Jul. 19. 2006 8:57AM

No. 2213 P. 9

NasD Dispute Resolution

Arbitration No. 04-05014

Stipulated Award Page 6 of 8

Myron E. Levenson
Public Arbitrator

Brian E. Slotky
Non-Public Arbitrator

Signature Date

Signature Date

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