

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
UBS Financial Services Inc.

Case Number: 04-08621

Name of the Respondent
Akhtar Zaman

Hearing Site: Atlanta, Georgia

Nature of the Dispute: Member vs. Associated Person.

REPRESENTATION OF PARTIES

For UBS Financial Services Inc., hereinafter referred to as "Claimant": Lisa A. Catalano, Esq., Davidson & Grannum, LLP, Orangeburg, New York.

Respondent Akhtar Zaman, hereinafter referred to as "Respondent," appeared pro se.

CASE INFORMATION

Statement of Claim filed on or about: December 21, 2004.

Claimant signed the Uniform Submission Agreement: November 24, 2004.

Statement of Answer filed by Respondent on or about: March 28, 2005.

Respondent signed the Uniform Submission Agreement: March 26, 2005.

UBS Financial Services Inc.'s Combined Reply to Answer; Motion to Dismiss; Motion for Summary Judgment and Motion to Strike Defenses ("Reply and Motions") filed on or about: April 25, 2005.

Akhtar Zaman's Response to UBS Financial Services Inc.'s Request for Motion to Dismiss; Motion for Summary Judgment and Motion to Strike Defenses filed on or about: May 14, 2005.

UBS Financial Services Inc.'s Reply to Respondent's Response to UBS's Motions to Dismiss, For Summary Judgment and to Strike Defenses filed on or about: May 31, 2005.

Respondent's request to change venue filed on or about: July 15, 2005.

Claimant's response to Respondent's request to change venue filed on or about: July 25, 2005.

Affidavit of Lisa A. Catalano filed on or about: October 6, 2005.

CASE SUMMARY

Claimant asserted the cause of action of breach of the terms of an Installment Promissory Note and an Employee Forgivable Loan. The causes of action relate to Respondent's alleged failure to repay the debt owed to Claimant.

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

RELIEF REQUESTED

Claimant requested entry of an Award in its favor against Respondent as follows: the sum of \$122,029.50 on the Installment Promissory Note dated July 16, 1999, plus interest of \$3,242.73; the sum of \$181,452.59 on Promissory Note # 21494 dated May 19, 2000, plus interest of \$72,152.97; costs of \$7554.51, including NASD filing fees; attorneys' fees of \$13,342.30; and, such other and further relief as the arbitration panel deemed just and equitable.

Respondent requested that the arbitration panel deny Claimant's claim.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent filed a request to change venue to Chicago, Illinois in which he asserted that travelling to Atlanta, Georgia would cause Respondent extreme personal and financial hardship, Claimant has offices in Chicago, Illinois and most witnesses no longer reside in Atlanta, Georgia. In response, Claimant asserted that when Respondent signed the notes at issue, he was working and living in Georgia. On or about August 24, 2005, the arbitration panel issued an order which denied Respondent's request to change venue to Chicago, Illinois.

In its Reply and Motions, Claimant asserted that Respondent's defense is barred by the principles of res judicata and collateral estoppel; Respondent does not deny signing the promissory notes and receiving the funds in connection with the notes; and, the arbitrators should enforce the clear language of the "waiver of defense" clause in the Employee Forgivable Loan. As such, Claimant asserted its motions are appropriate and should be granted. In response, Respondent asserted that if he was not wrongfully terminated by Claimant, all of the money that Claimant is demanding would have been forgiven. On or about September 27, 2005, the arbitration panel issued an order which granted Claimant's Motion for Summary Judgment and rendered moot all remaining motions. In addition, the arbitration panel stated that, in its discretion, Claimant may submit an affidavit setting forth in detail its attorneys' fees, costs and interest claimed. Thereafter, Respondent would have an opportunity to respond to Claimant's submission.

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

AWARD

After considering the pleadings and the record in this matter, the undersigned arbitrators (the "Panel") have decided in full and final resolution of the issues submitted for determination as follows:

On the Installment Promissory Note dated July 16, 1999, Respondent is liable and shall pay to Claimant the principal amount of \$122,029.50, plus pre-judgment interest of \$3,242.73. Post-judgment interest is awarded at the rate of 7% per annum and shall begin to accrue 30 days after the date of the Award and continue to accrue until the Award is paid in full.

On Promissory Note # 21494 dated May 19, 2000, Respondent is liable and shall pay to Claimant

the principal amount of \$181,452.59, plus pre-judgment interest \$72,152.97. Post-judgment interest is awarded at the rate of 7% and shall begin to accrue 30 days after the date of the Award and continue to accrue until the Award is paid in full.

Respondent is liable and shall pay to Claimant attorneys' fees in the sum of \$13,342.30 pursuant to the Notes executed by Respondent.

Respondent is liable and shall pay to Claimant costs in the sum of \$229.51.

Respondent is liable and shall pay to Claimant the sum of \$1,000.00 representing reimbursement of the claim filing fee previously paid by Claimant to NASD Dispute Resolution.

Any and all claims for relief not specifically addressed herein are denied.

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	= \$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. In this matter, the member firm is a party.

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

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No adjournment fees were incurred in this matter.

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 three-day cancellation fees were incurred 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 in this matter.

Forum Fees and Assessments

The Panel 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:

Two (2) Pre-hearing sessions with the Panel @ \$1,125.00	= \$2,250.00
Pre-hearing conferences: August 24, 2005	1 session
September 20, 2005	1 session

Total Forum Fees	= \$2,250.00
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The Panel has assessed the total forum fees of \$2,250.00 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 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 in this matter.

FEE SUMMARY

Claimant is solely liable for:

Initial Filing Fee	= \$1,000.00
Member Fees	= \$5,200.00

Total Fees	= \$6,200.00
Less payments	= \$6,200.00

Balance Due NASD Dispute Resolution	= \$0.00
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Respondent is solely liable for:

Forum Fees	= \$2,250.00
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Total Fees	= \$2,250.00
Less payments	= \$0.00

Balance Due NASD Dispute Resolution	= \$2,250.00
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All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Lisa V. Gianneschi, Esq.	-	Public Arbitrator, Presiding Chair
Michael J. Ahlstrom, Esq.	-	Public Arbitrator
George S. Willingham	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

_____/S/_____
Lisa V. Gianneschi, Esq.
Public Arbitrator, Presiding Chair

November 4, 2005
Signature Date

_____/S/_____
Michael J. Ahlstrom, Esq.
Public Arbitrator

November 7, 2005
Signature Date

_____/S/_____
George S. Willingham
Non-Public Arbitrator

November 9, 2005
Signature Date

November 9, 2005
Date of Service (For NASD Dispute Resolution office use only)

NASD DISPUTE RESOLUTION

NASD Dispute Resolution
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ARBITRATION PANEL

Lisa V. Gianneschi, Esq.
Michael J. Ahlstrom, Esq.
George S. Willingham

Public Arbitrator, Presiding Chair
Public Arbitrator
Non-Public Arbitrator

Concurring Arbitrators' Signatures



Lisa V. Gianneschi, Esq.
Public Arbitrator, Presiding Chair

11/4/05

Signature Date

Michael J. Ahlstrom, Esq.
Public Arbitrator

Signature Date

George S. Willingham
Non-Public Arbitrator

Signature Date

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

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ARBITRATION PANEL

Lisa V. Gianneschi, Esq.	-	Public Arbitrator, Presiding Chair
Michael J. Ahlstrom, Esq.	-	Public Arbitrator
George S. Willingham	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Lisa V. Gianneschi, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Michael J. Ahlstrom

Michael J. Ahlstrom, Esq.
Public Arbitrator

11-7-05

Signature Date

George S. Willingham
Non-Public Arbitrator

Signature Date

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ARBITRATION PANEL

Lisa V. Gianneschi, Esq. -
Michael J. Ahlstrom, Esq. -
George S. Willingham -

Public Arbitrator, Presiding Chair
Public Arbitrator
Non-Public Arbitrator

Concurring Arbitrators' Signatures

Lisa V. Gianneschi, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Michael J. Ahlstrom, Esq.
Public Arbitrator

Signature Date

George S. Willingham
George S. Willingham
Non-Public Arbitrator

11/9/2005
Signature Date

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