

NASD DISPUTE RESOLUTION AWARD
NASD DISPUTE RESOLUTION

CASE: 05-01163

Fidelity Brokerage Services LLC, (Claimant) vs. Richard T. Evans, (Respondent)

ATTORNEYS:

For Claimant appeared Laurence K. Richmond, Esq., Quincy, MA.

Respondent did not submit an Answer to the Statement of Claim.

NATURE OF DISPUTE: Member vs. Customer

DATE FILED: March 3, 2005

CASE SUMMARY: Claimant alleged that Respondent breached the terms of a contract by failing to repay monies owed as a result of a debit balance. Claimant further alleged fraud. Claimant maintained that due to Respondent's actions, the firm suffered a financial loss.

Claim Data

Claim: \$17,500.00
Interest: Unspecified

Attorney Fees: Unspecified
Filing Fees: Unspecified

Award Data

Award: \$17,500.00
Interest: granted at the rate of 7% per annum from 8/31/04-date of award and 12% per annum thereafter until paid.
Attorney Fees: \$1,775.00
Filing Fees: \$1,050.00

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) Respondent is liable and shall pay to the Claimant \$17,500.00. 2) Respondent is liable and shall pay to the Claimant \$1,775.00 for attorney fees pursuant to the Customer Agreement, Section 12. 3) Respondent is liable and shall pay to the Claimant interest at the rate of 7% per annum from August 31, 2004 and 12% per annum thereafter until paid. 4) All other relief requests are denied. 5) NASD Dispute Resolution shall retain the \$1,050.00 filing fee that the Claimant deposited previously. 6) Respondent is liable and shall pay Claimant \$1,050.00 as reimbursement of the filing fee.

OTHER FEES: Pursuant to Rule 10333 of the Code, Claimant has paid to NASD Dispute Resolution the \$425.00 Member Surcharge previously invoiced.

OTHER ISSUES: Pursuant to the By-Laws of NASD Dispute Resolution, the arbitrator determined that Respondent Richard T. Evans was served notice of the Statement of Claim and Notification of Arbitrator by regular mail, and Overdue Notice by certified mail, and is therefore bound by the arbitrator's ruling and determination.

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Daniel E. Gulden, Esq.

Sole Public Arbitrator

AFFIRMATION

I, Daniel E. Gulden, Esq., do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.

Daniel E. Gulden

Daniel E. Gulden, Esq.

October 11, 2005

(Signature Date)

October 13, 2005

Date of Service (For NASD-DR office use only)