

**NASD DISPUTE RESOLUTION AWARD**  
**NASD DISPUTE RESOLUTION**

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CASE: 06-00140

Oppenheimer & Co., Inc., (Claimant) vs. Jimmy But, (Respondent)

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**ATTORNEYS:**

For Claimant appeared in-house counsel Eric J. Shames, Esq., New York, NY.

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

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**NATURE OF DISPUTE:** Member v. Associated Person

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**DATE FILED:** January 10, 2006

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**CASE SUMMARY:** Claimant alleged that Respondent breached an employment contract by failing to repay monies owed pursuant to the terms of a promissory note. Claimant maintained that due to Respondent's actions, the firm suffered a financial loss.

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**Claim Data**

Claim: \$5,000.00

Interest: \$.00

Attorney Fees: Unspecified

Filing Fees: Unspecified

**Award Data**

Award: \$5,000.00

Interest: granted at the rate of 8% per annum from the date of termination to the date of payment.

Attorney Fees: \$.00

Filing Fees: \$525.00

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**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 \$5,000.00. 2) All requests for attorney fees are denied. 3) Respondent is liable and shall pay to the Claimant interest at the rate of 8% per annum from the date of termination until the date of payment of the award. 4) All other relief requests are denied. 5) NASD Dispute Resolution shall retain the \$525.00 filing fee that the Claimant deposited previously. 6) Respondent is liable and shall pay Claimant \$525.00 as reimbursement of the filing fee.

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**OTHER FEES:** Pursuant to Rule 10333 of the Code, Claimant has paid to NASD Dispute Resolution the \$200.00 Member Surcharge previously invoiced.

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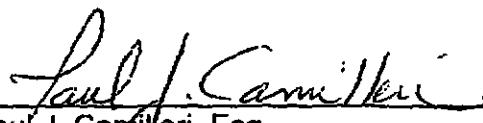
**OTHER ISSUES:** Pursuant to the By-Laws of NASD Dispute Resolution, the arbitrator determined that Respondent Jimmy But was served notice of the Statement of Claim and Notification of Arbitrator by regular mail, and Overdue Notice by certified mail, as evidenced by the signed signature card on file and is therefore bound by the arbitrator's ruling and determination.


Paul J. Camilleri, Esq.

Sole Non-Public Arbitrator

AFFIRMATION

I, Paul J. Camilleri, Esq., 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.

  
Paul J. Camilleri, Esq.

  
(Signature Date)

May 30, 2006

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