

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

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**CASE: 06-00213**

Fidelity Brokerage Services, LLC, (Claimant) vs. K. Johnson & Associates,  
(Respondent)

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**ATTORNEYS:**

For Claimant appeared Laurence K. Richmond, Esq., of the firm Laurence K. Richmond & Associates, P.C., Quincy, MA.

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

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**NATURE OF DISPUTE:** Member vs. Customer

**DATE FILED:** January 12, 2006

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**CASE SUMMARY:** Claimant alleged that Respondent failed to repay monies owed for a debit balance in its account. Claimant maintained that due to Respondent's actions, the firm suffered a financial loss.

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**Claim Data**

Claim: \$16,017.10  
Interest: Unspecified

Attorney Fees: Unspecified  
Filing Fees: Unspecified

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**Award Data**

Award: \$16,017.10  
Interest: granted at the rate of 9%  
per annum from 10/11/05-date of  
payment of the award.  
Attorney Fees: \$0.00  
Filing Fees: \$1,050.00

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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 \$16,017.10. 2) All requests for attorney fees are denied. 3) Respondent is liable and shall pay to the Claimant interest at the rate of 9% per annum from October 11, 2005 until the date of payment of the award. 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.

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

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**OTHER ISSUES:** Pursuant to the By-Laws of NASD Dispute Resolution, the arbitrator determined that Respondent K. Johnson & Associates 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.

Michael F. Jordan, Esq.

Sole Public Arbitrator

AFFIRMATION

I, Michael F. Jordan, 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.

  
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Michael F. Jordan, Esq.

  
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(Signature Date)

June 27, 2006

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