

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

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CASE: 06-01474

Fidelity Brokerage Services, LLC, (Claimant) vs. Richard Lara, (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 v. Customer

**DATE FILED:** March 22, 2006

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

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**Claim Data**

Claim: \$19,357.00  
Interest: Unspecified

Attorney Fees: Unspecified  
Filing Fees: Unspecified

**Award Data**

Award: \$19,357.00  
Interest: granted at the  
rate of 10% per annum  
from 2/1/06-7/15/06  
Attorney Fees: \$5,000.00  
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 \$19,357.00. 2) Respondent is liable and shall pay to the Claimant \$5,000.00 for attorney fees pursuant to paragraph 12 of the Customer Agreement. 3) Respondent is liable and shall pay to the Claimant interest at the rate of 10% per annum from February 1, 2006 to July 15, 2006. 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 Richard Lara 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.

Page Two  
Award 06-01474

William J. Adams, Esq.

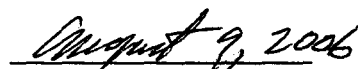
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Sole Public Arbitrator

AFFIRMATION

I, William J. Adams, 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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William J. Adams, Esq.

  
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(Signature Date)

August 17, 2006  
Date of Service (For NASD-DR office use only)