

N.A.S.D. STIPULATED AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

PaineWebber, Inc.

95-04062

Name of Respondent

Joseph D. Preziosi

REPRESENTATION

For Claimant, PaineWebber ("PW"): Melanie S. Cherdack, Esq., Corporate counsel, Fort Lauderdale, Florida.

For Respondent, Joseph D. Preziosi ("Preziosi"): Howard A. Tescher, Esq. of Kipnis Tescher Lippman Valinsky & Kain, Fort Lauderdale, Florida.

CASE INFORMATION

Statement of Claim filed: August 23, 1995.

Claimant's Submission Agreement signed on August 17, 1995 by Evan Charkes on behalf of his firm.

Statement of Answer filed by Respondent, Preziosi, on February 9, 1996.

Respondent, Preziosi's, Submission Agreement signed on January 31, 1996.

HEARING INFORMATION

No hearings were conducted in this matter (see Award section).

CASE SUMMARY

Claimant alleged that Preziosi failed to repay PW for a Note relating to his employment with PW.

Respondent denies Claimant's allegations.

RELIEF REQUESTED

Claimant requested entry of an Award in its favor against Respondent in the amount of \$28,879.19, plus interest, together with attorney's fees, costs and filing fees, as expressly provided for in the Note, as well as any other just and equitable remedies as the panel so provides.

Respondent requested entry of an Award in his favor and against Claimant together with costs as well as any other just equitable remedies as the arbitrators so order.

OTHER ISSUES CONSIDERED & DECIDED

The parties have agreed that a handwritten, signed Award may be entered. In this case, the parties have agreed to receive a conformed copy of the Award while the original remains on file with the NASD.

AWARD

This matter came before the undersigned arbitrators upon stipulation of the parties to the controversy as set forth in the submission to arbitration.

The arbitration panel, having considered the pleadings, and reviewed the attached Stipulation for entry of Arbitration Award, has determined in full and final resolution of the issues submitted for determination as follows:

The undersigned panel hereby consents to the attached Stipulation for Entry of Arbitration Award, signed by counsel for the respective parties and incorporates said Stipulation by reference into this Award.

FORUM FEES

Pursuant to Section 44(c) of the Code of Arbitration Procedure, the following Forum Fee(s) are assessed.

The NASD shall retain the non-refundable filing fee of \$500.00, the non-refundable member surcharge of \$200.00 and the hearing deposit of \$600.00 all paid by the Claimant.

Fees are payable to the National Association of Securities Dealers, Inc.

Arbitrator's Signature

Name

/s/

Seymour Roberts

/s/

Gary F. Lang

Public/Industry

Industry

Industry

Date of Decision: July 15, 1996

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the
Arbitration Between:

CASE NO. 95-04062

PAINWEBBER INCORPORATED,
Claimant,

v.

JOSEPH PREZIOSI,
Respondent.

STIPULATION FOR ENTRY OF ARBITRATION AWARD

It is hereby STIPULATED AND AGREED by and between, Claimant PAINWEBBER INCORPORATED ("PAINWEBBER") and Respondent JOSEPH PREZIOSI ("PREZIOSI"), that the arbitrators impaneled to hear the above-styled matter shall enter an Award approving the following terms, conditions and understandings as agreed to by the parties:

1. PREZIOSI and PAINWEBBER agree that the National Association of Securities Dealers, Inc. (the "NASD") has jurisdiction over the parties and the subject matter of this dispute.

2. PREZIOSI and PAINWEBBER further agree that in compromise and settlement of the existing dispute between PREZIOSI and PAINWEBBER, PREZIOSI shall pay to PAINWEBBER in lawful money of the United States, the principal sum of Nineteen Thousand Five Hundred Fifty Dollars and No Cents (\$19,550.00), (the "Principal Sum"), to be paid as follows:

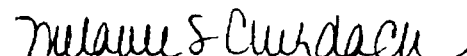
a. PREZIOSI shall pay to PAINWEBBER the sum of Six Thousand Dollars and No Cents (\$6,000.00) within ten (10) days from the execution of this Promissory Note.

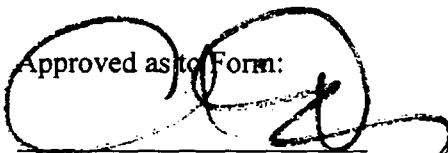
b. PREZIOSI shall pay to PAINWEBBER the sum of Thirteen Thousand Five Hundred and Fifty Dollars and No Cents (\$13,550.00) in consecutive monthly payments over sixty (60) months of \$225.83 each with the first payment due on July 15, 1996 and the last monthly payment due on June 15, 2001.

3. PAINWEBBER agrees to notify PREZIOSI by certified mail return receipt of any default herein and will extend to PREZIOSI a grace period of ten (10) days from the date of such notice before it can declare PREZIOSI in default under this Agreement. PREZIOSI may prepay his obligation under this Agreement at any time without penalty.

11. This Agreement contains the entire agreement between PREZIOSI and PAINEWEBBER and the terms of this Agreement may not be changed orally.


JOSEPH PREZIOSI


MELANIE S. CHERDACK, ESQ.
Corporate Vice President
PaineWebber Incorporated
One East Broward Boulevard
Suite 1900
Ft. Lauderdale, FL 33301
(954)527-6339

Approved as to Form:


HOWARD A. TESCHER, ESQ.
Attorney for PREZIOSI
Kipnis Tescher Lippman Valinsky & Kain
One Financial Plaza
Suite 2308
Ft. Lauderdale, Fl 33394
(954)467-1964

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original and three copies of the foregoing were served overnight delivery upon ~~Ms. Maureen Schankweiler, Legal Assistant,~~ ^{W. H. de Leon, Esq.} National Association of Securities Dealers, Inc., 515 East Las Olas Boulevard, Suite 1100, Fort Lauderdale, Florida 33301 on this 12 day of June, 1996.


Melanie S. Cherdack

4. In the event PREZIOSI fails to comply with any of the terms set forth in this Agreement, PREZIOSI agrees that he is obligated to PAINWEBBER in the sum of Nineteen Thousand Five Hundred and Fifty Dollars and No Cents (\$19,550.00) together with interest at the legal rate from the date of this Agreement, as well as all costs and attorney's fees incurred in collection of said sum, less any monies already paid by PREZIOSI in accordance with the terms of this Agreement.

5. In the event that PREZIOSI fails to comply with any of the terms of this Agreement, PAINWEBBER may file a Motion to Confirm Arbitration Award in the appropriate Florida Court of competent jurisdiction in accordance with applicable State and Federal law. PREZIOSI agrees to accept all notices and service of process of said motion by certified mail c/o: Howard A. Tescher, Esq., Kipnis Tescher Lippman Valinsky & Kain, One Financial Plaza, Suite 2308, Ft. Lauderdale, FL 33394, or at such other address as provided by PREZIOSI in writing. So long as PREZIOSI complies with the terms of this Agreement, as well as the terms of the Mutual General Release attached hereto as Exhibit "A", PAINWEBBER agrees not to file a Motion to Confirm Arbitration Award with any Court or the NASD, or otherwise place the terms of this Agreement on the public record, except with respect to the filing and entry of this Agreement as an award by the NASD.

6. PREZIOSI agrees to make the initial payment of \$6,000 under this Agreement payable to "PaineWebber Incorporated" and sent to Melanie S. Cherdack, Esq., PaineWebber Legal Department, One East Broward Boulevard, 19th Floor, Ft. Lauderdale FL 33301. All further payments shall be payable to "PaineWebber Incorporated," and sent to Mr. Jay Frascella, National Collections Department, PaineWebber Incorporated, 1000 Harbor Boulevard, 3rd Floor, Weehawken, N.J. 07087.

7. PAINWEBBER and PREZIOSI agree that the panel convened under the auspices of the NASD shall enter an award adopting the contents of this Agreement.

8. PREZIOSI agrees to a dismissal with prejudice of all claims and defenses that have been asserted against PAINWEBBER in the above-styled matter.

9. If PREZIOSI complies with the terms set forth above, PAINWEBBER agrees to file with the NASD a Satisfaction of Award.

10. The parties agree to execute, concurrent with the execution of this Agreement, a Mutual General Release, a form of which is attached hereto as Exhibit "A," which terms are hereby incorporated herein by reference in their entirety.

EXHIBIT "A"

MUTUAL GENERAL RELEASE

1. For good and valuable consideration, receipt of which is hereby acknowledged, PaineWebber Incorporated (hereinafter referred to as "PaineWebber") and JOSEPH PREZIOSI (hereinafter referred to as "PREZIOSI") do each hereby release, discharge and acquit the other from any and all debts, claims, demands, liabilities, obligations, contracts, agreements, guarantees, causes of action, known or unknown against him which it owns or holds, has at any time heretofore, owned or held by reason of any act, matter, cause or thing whatsoever done prior to the execution of this Release arising out of and/or relating to the subject matter of the National Association of Securities Dealers, Inc. (hereinafter referred to as the "NASD Action") arbitration number 95-04062 styled PaineWebber Incorporated vs. Joseph Preziosi, except as specifically provided herein.

2. PREZIOSI shall pay to PaineWebber the total sum of Nineteen Thousand Five Hundred Fifty Dollars and No Cents (\$19,550.00), as provided in the Stipulation for Entry of Arbitration Award to be executed simultaneously herewith. PaineWebber hereby represents that it has not assigned, sold or otherwise transferred the debt owed to it to any other person or other entity.

3. Except as otherwise provided for herein, PaineWebber and PREZIOSI do not release each other from any other claims, including, without limitation, customer complaints, compliance matters, regulatory matters, claims brought by any third party or to any other matters between PREZIOSI and any individual, or PREZIOSI and PaineWebber, whether presently known or unknown, including but not limited to any customer debits.

4. PaineWebber further warrants and represents that no other person or entity has any interest in the matters released herein, and that, prior to executing this document, PaineWebber has not assigned or transferred or purported to assign or transfer to any person or entity all or any portion of the matters released herein.

5. PaineWebber and PREZIOSI agree not to divulge or discuss, either directly or indirectly, any matters relating to the underlying dispute between the parties, or the existence, the amount, or the terms of this agreement, except pursuant to valid process, an unsolicited request of a regulatory agency or self-regulatory organization with a legal right to demand such information, or, as otherwise required by law. This clause constitutes a material part of this agreement.

6. This Release shall inure to the benefit of PREZIOSI and PaineWebber hereto, their respective heirs, executors, administrators, successors and assigns, and shall be binding upon the heirs, executors, administrators, successors and assigns of each.

IN WITNESS WHEREOF, the undersigned has executed this General Release as of the date hereinafter appearing.

Dated: 6-5-96

PAINEWEBBER
INCORPORATED

Melanie S. Cherdack
Melanie S. Cherdack
Corporate Vice President
Senior Litigation Counsel

STATE OF FLORIDA)

) ss

COUNTY OF BROWARD)

On this 5th day of June, 96, before me personally appeared Melanie S. Cherdack to me known, who first being duly sworn by me, did depose and say that she is the Corporate Vice President of PaineWebber Incorporated, the corporation described in and which execute the foregoing instrument; that she has full and complete authority to file and execute the said instrument and all papers contained here, in the name of and on behalf of the said corporation; that she knows the seal of said entity; that it was so affixed by order of the Board of Directors of the said corporation; and that she signed her name thereto by like order.

Cynthia A. Sica
Notary Public
State of Florida At Large



CYNTHIA A. SICA
My Comm Exp. 10/23/99
Bonded By Service Ins
No. CC504545
☒ Personally Known ☐ Other I.D.

IN WITNESS WHEREOF, the undersigned has executed this General Release as of the date hereinafter appearing.

Dated: 6/6/96

Joseph Preziosi
JOSEPH PREZIOSI

STATE OF FLORIDA)

) ss
COUNTY OF Broward)

I, an officer authorized to take acknowledgments, duly qualified by the State of Florida, hereby certify that JOSEPH PREZIOSI to me personally known, this day acknowledged before me that he executed the foregoing mutual release; and I further certify that I know the said JOSEPH PREZIOSI to be the individual described in and who executed the said mutual release.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at the City of Fort Lauderdale said county and State, this 6 day of June, 1996.

Howard A. Tescher
Notary Public
State of Florida at Large
My Commission Expires:

