

N.A.S.D. REGULATION, INC. AWARD

CASE: 98 - 00095

Farsight Financial Services, L.P., claimant vs. Luyen Daotien, respondent.

ATTORNEYS:

Claimant appeared Curtis E. Kittleson - Cambridge, MA.

Respondent did not appear.

DATE FILED: 1/9/98

CASE SUMMARY: Claimant alleged a debit balance in a trading account.

Claim Data

Claim: \$2,428.78

Interest: Requested

Atty Fees: Requested

Filing Fee: \$.00

Other: \$.00

Award Data

Award: \$2,428.78

Interest: At prevailing margin rate from
8/6/97 to date of payment.

Atty Fees: \$875.00

Filing Fee: \$575.00

Other: \$.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 \$2,428.78. 2) Respondent is liable and shall pay to the claimant interest at prevailing margin rate from 8/6/97 to date of payment. 3) Respondent is liable and shall pay \$875.00 attorney fees. 4) All other relief requests are denied. 5) The \$575.00 filing fee previously deposited with the National Association of Securities Dealers Regulation, Inc. by the claimant, shall be retained by NASD Regulation, Inc. 6) Respondent is liable and shall pay claimant \$575.00 as reimbursement of the filing fee.

OTHER FEES: Pursuant to Rule 10333 of the Code, claimant Farsight Financial Services has paid to NASD Regulation, Inc. the \$150.00 Member Surcharge previously invoiced.

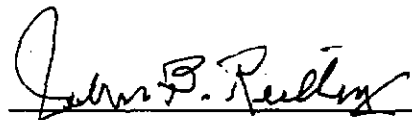
OTHER ISSUES: Pursuant to the By-Laws of NASD Regulation, the arbitrator determined that respondent was served notice of the Statement of Claim by regular mail and it was returned by the Post Office marked "not forwardable." The claimant provided a different address and the Statement of Claim was reserved and returned by the Post Office marked "No Such Number." The Notification of Arbitrator was sent by regular mail and the claimant was again asked to provide an address. The Notice of Claim was sent via regular mail and was returned marked

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"Attempted, Not Known." The Notice of Claim was sent again via Federal Express and was returned. Respondent is therefore bound by the arbitrator's ruling and determination.

AFFIRMATION

I, John B. Reilley, 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.



John B. Reilley, Esq.

October 14, 1998

Date of award