

Award
FINRA Dispute Resolution

In the Matter of the Arbitration Between:

Claimant
Dong Kun Lee

Case Number: 13-00337

vs.

Respondent
Barclays Capital Inc.

Hearing Site: New York, New York

Nature of the Dispute: Associated Person vs. Member

This case was decided by a majority-public panel.

REPRESENTATION OF PARTIES

For Claimant Dong Kun Lee: Ethan A. Brecher, Esq., New York, New York.

For Respondent Barclays Capital Inc.: Theodore O. Rogers, Jr., Esq. and Andrew M. Schnitzel, Esq., Sullivan & Cromwell LLP, New York, New York.

CASE INFORMATION

Statement of Claim filed on or about: February 4, 2013.
Claimant signed the Submission Agreement: January 22, 2013.

Statement of Answer filed by Respondent on or about: April 12, 2013.
Respondent signed the Submission Agreement: March 25, 2013.

CASE SUMMARY

Claimant asserted the following causes of action: breach of express or implied contract, unjust enrichment, quantum meruit, conversion, and violation of the New York Labor Law.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

In the Statement of Claim, Claimant requested compensatory damages of at least \$5,304,297.00 plus interest, liquidated damages, attorneys' fees, costs, and such other relief as deemed just and proper.

At the close of the hearing, Claimant requested compensatory damages in the amount of \$2,146,254.00.

Respondent requested that Claimant's Statement of Claim be dismissed and such other relief as deemed just and appropriate.

OTHER ISSUES CONSIDERED AND DECIDED

The Arbitrators acknowledge that they have each read the pleadings and other materials filed by the parties.

At the conclusion of Claimant's case-in-chief, Respondent made a Motion to Dismiss. After due deliberation, the Panel denied the Motion.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent is liable for and shall pay to Claimant compensatory damages in the amount of \$2,146,254.00.
2. Any and all relief not specifically addressed herein is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

FINRA Dispute Resolution assessed a filing fee* for each claim:

Initial Claim Filing Fee	= \$ 1,800.00
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**The filing fee is made up of a non-refundable and a refundable portion.*

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. Accordingly, as a party, Barclays Capital Inc. is assessed the following:

Member Surcharge	= \$ 3,350.00
Pre-Hearing Processing Fee	= \$ 750.00
Hearing Processing Fee	= \$ 5,500.00

Hearing Session Fees and Assessments

The Panel has assessed hearing session fees for each session conducted. A session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator @ \$450.00	= \$ 450.00
Pre-hearing conference: September 9, 2013 1 session	
One (1) Pre-hearing session with the Panel @ \$1,200.00	= \$1,200.00
Pre-hearing conference: June 18, 2013 1 session	
Eight (8) Hearing sessions @ \$1,200.00	= \$9,600.00
Hearing Dates: October 21, 2013 2 sessions	
October 24, 2013 2 sessions	
October 25, 2013 2 sessions	
November 1, 2013 2 sessions	
<hr/> Total Hearing Session Fees	<hr/> = \$11,250.00

1. The Panel has assessed \$5,625.00 of the hearing session fees to Claimant.
2. The Panel has assessed \$5,625.00 of the hearing session fees to Respondent.

All balances are payable to FINRA Dispute Resolution and are due upon receipt.

ARBITRATION PANEL

Martin Jay Siegel	-	Public Arbitrator, Presiding Chairperson
Walter Michael Mathews	-	Public Arbitrator
Joanne Basso Mack	-	Non-Public Arbitrator

I, the undersigned Arbitrator, 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.

Concurring Arbitrators' Signatures



Martin Jay Siegel
Public Arbitrator, Presiding Chairperson

11/13/14

Signature Date

Walter Michael Mathews
Public Arbitrator

Signature Date

Joanne Basso Mack
Non-Public Arbitrator

Signature Date

November 15, 2013

Date of Service (For FINRA Dispute Resolution office use only)

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Walter Michael Mathews
Joanne Basso Mack

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Signature Date



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Public Arbitrator

11.12.13
Signature Date

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Non-Public Arbitrator

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