

NASD DISPUTE RESOLUTION AWARD
NASD DISPUTE RESOLUTION, INC.

CASE: 00-04845

Tasin and Company, Inc., claimant vs. Frantz Joseph Scutt, respondent.

ATTORNEYS:

For Claimant appeared Ernest E. Badway, Esq., Saiber, Schlesinger, Satz & Goldstein LLC, Newark, NJ.

Respondent did not respond to the Statement of Claim.

DATE FILED: November 1, 2000

CASE SUMMARY: Claimant alleged that Respondent failed to repay the balance owed on a promissory note.

ARBITRATOR'S REPORT: Evidence is clear that respondent has unjustly failed to repay \$1,600.00 under the Note he signed with claimant, his former employer.

Claim Data

Claim: \$1,600.00

Punitive: unspecified

Attorney Fees: unspecified

Interest: pre and post-award interest

Other: unspecified

Filing Fees: unspecified

Award Data

Award: \$1,600.00

Punitive: \$.00

Attorney Fees: \$.00

Interest: at 8% per annum from
October 1, 1999 until
the date of the award.

Other: \$.00

Filing Fees: \$350.00

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 \$1,600.00. 2) Respondent is liable and shall pay to the claimant interest at the rate of 8% per annum from October 1, 1999 until the date of the award. 3) All requests for attorney fees are denied. 4) All requests for punitive damages are denied. 5) All other relief requests are denied. 6) The \$350.00 filing fee previously deposited with NASD Dispute Resolution, Inc. by the claimant, shall be retained by NASD Dispute Resolution, Inc. 7) Respondent is liable and shall pay claimant \$350.00 as reimbursement of the filing fee.

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

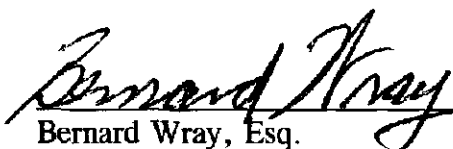
OTHER ISSUES: 1) Pursuant to the By-Laws of NASD Dispute Resolution, the arbitrator determined that respondent was served notice of the Statement of Claim by regular mail, Overdue Notice and Notification of Arbitrator by certified mail, as evidenced by the signed signature card on file and is therefore bound by the arbitrator's ruling and determination. 2) The parties were provided notice that a public arbitrator was appointed instead of a non-public arbitrator and were given the opportunity to object. There were no objections.

Bernard Wray, Esq.

Sole Public Arbitrator

AFFIRMATION

I, Bernard Wray, Esq., 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.


Bernard Wray, Esq.


Signature Date

August 16, 2001
Date of Service (for NASD Office Use Only)