

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

CASE: 03-05136

Prime Charter Ltd., Claimant v. Wayne S. Hemans, Respondent.

---

**ATTORNEYS:**

Claimant, Prime Charter Ltd., ("Claimant"), appeared through their in-house counsel, Evelyn Bukchin, Esq., New York, NY.

Respondent, Wayne S. Hemans, ("Respondent"), did not respond to the Statement of Claim.

---

**NATURE OF DISPUTE:** Member v. Associated Person

---

**DATE FILED:** July 14, 2003

---

**CASE SUMMARY:** Claimant alleged that Respondent failed to repay monies owed pursuant to the terms of a promissory note. Claimant maintained that due to Respondent's action, the corporation suffered financial losses.

---

**Claim Data**

Claim: \$15,000.00

Interest: Unspecified

Attorney Fees: \$3,000.00

Filing Fees: \$1,475.00

Other: Unspecified

---

**Award Data**

Award: \$15,000

Interest: At the rate of 9% per annum  
from 3/24/03 to 11/24/03

Attorney Fees: \$2,250.00

Filing Fees: \$1,050.00

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 \$15,000.00. 2) Respondent is liable and shall pay to the Claimant interest at the rate of 9% per annum from March 24, 2003 to November 24, 2003. 3) Respondent is liable and shall pay to the Claimant \$2,250.00 attorney fees according to Claimant's request. 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 for and shall pay to the Claimant \$1,050.00 as reimbursement of the filing fee.

---

**OTHER FEES:** Pursuant to Rule 10333 of the Code, Claimant, Prime Charter Ltd. has paid to NASD Dispute Resolution the \$425.00 Member Surcharge previously invoiced.

---

**OTHER ISSUES:** Pursuant to the By-Laws of NASD Dispute Resolution, the arbitrator determined that Respondent Wayne S. Hemans was served notice of the Statement of Claim and Notification of Arbitrator by regular mail, and Overdue Notice by certified mail as evidenced by the signed signature card on file, and is therefore bound by the Arbitrator's ruling and determination.

---

Melanie S. Cherdack, Esq.

Sole Non-Public Arbitrator

**AFFIRMATION**

I, Melanie S. Cherdack, 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.

Melanie S. Cherdack  
Melanie S. Cherdack, Esq.

12-29-03  
Signature Date

January 9, 2004  
Date of Service (For NASD-DR office use only)