

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant(s)

Peter and Gail Maliszewski

92-01586

Name of Respondent(s)

Offerman & Company
Terry M. Laymon

REPRESENTATION

For Claimants Peter and Gail Maliszewski: Anthony V. Trogan, Esq. of Weisman, Trogan, Young & Schlas.

For Respondent Offerman & Company, Inc.: Michael P. Coakley, Esq. of Miller, Canfield, Paddock & Stone.

Respondent Terry M. Laymon appeared Pro Se.

CASE INFORMATION

Statement of Claim filed: May 4, 1992.

Claimants' Submission Agreement signed on: May 1, 1992.

Statement of Answer filed by Respondent Offerman & Company, Inc. on: July 9, 1992.

Respondent Offerman & Company, Inc.'s Submission Agreement signed on: June 27, 1992.

Respondent Terry M. Laymon did not file an Answer.

Respondent Terry M. Laymon's Submission Agreement signed on March 1, 1993.

HEARING INFORMATION

Hearing Date/Sessions: March 1, 1993 / Two Sessions

Hearing Location: Embassy Suites Hotel. Southfield. Michigan.

CASE SUMMARY

Claimants alleged they were approached by Respondents to purchase into Lake-In-The-Woods Apartments Limited Partnership I. whereby. Claimants expressed their reservations to Respondents about the advisability of the investment. Claimants further alleged that Respondents promised and represented to Claimants that they would repurchase their interest in the Limited Partnership at any time upon demand for the full amount of their investment. whereby. Claimants accepted Respondents' promise and representation and purchased an interest in the Limited Partnership for \$25,000.00. Claimants further contended that since the time of their purchase they have been dissatisfied with the investment and demanded Respondents repurchase their interest for the amount of their investment. Claimants further alleged that on April 2, 1992 Claimants telephoned Respondent Laymon and requested he purchase Claimants' interest which he agreed to do within 14 days. and to date Respondents had not done so. Claimants alleged Respondents committed fraud. and violated federal and state securities laws and breached their fiduciary duty.

Respondent Offerman & Company, Inc. maintained that Claimants transacted a single securities purchase through Respondent Offerman & Company, Inc. following their review of material specifically enumerating the risks and rewards of the investment. Respondent Offerman & Company, Inc. further maintained that Claimants warranted that they understood the nature and risks of the investment and had the financial means to support such an investment. Respondent Offerman & Company, Inc. asserted the following defenses: failure to state a claim. statutes of limitation. assumption of risk. ratification.

Respondent Laymon did not file an answer.

RELIEF REQUESTED

Claimants requested \$25,000.00 in compensatory damages, interest, costs, exemplary damages, punitive damages, RICO damages and attorneys' fees.

Respondent requested all claims be dismissed.

AWARD

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

1. All claims by Claimants be and hereby are dismissed in their entirety.
2. Claimants claim for punitive damages, exemplary damages and RICO damages be and hereby are dismissed in their entirety.

3. Each party shall bear its own costs.
4. Respondent Terry M. Laymon be and hereby is liable and shall pay Claimant \$500.00 to represent forum fees.

FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following Forum Fees are assessed:

2 sessions x \$400.00 = \$800.00 less \$400.00 hearing session
deposit = \$400.00 net due.

Forum Fees Assessed Against:

Respondent Terry M. Laymon be and hereby is liable and shall pay the NASD the sum of \$400.00 to represent forum fees.

The NASD shall retain the \$100.00 filing fee and \$400.00 hearing session deposit previously deposited by Claimant.

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

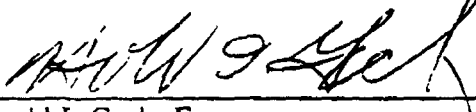
ARBITRATORS' SIGNATURE

Harry G. Hutchison, IV
Public Arbitrator

Gerald I. Berger
Public Arbitrator

Arbitrator Harold I. Gach, Esq. Respectfully dissents from the decision

but agrees with the Assessment of Forum fees


Executed on: 5/24/93
Harold I. Gach, Esq.
Industry Arbitrator

Date of Decision: May 28, 1993

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ARBITRATORS' SIGNATURE

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Harry G. Hutchison, IV
Public Arbitrator

Gerald I. Berger
Public Arbitrator

Arbitrator Harold I. Gach, Esq. Respectfully dissents from the decision.

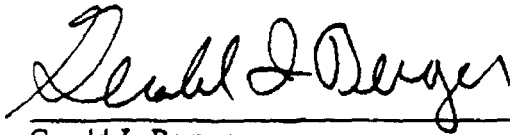
Harold I. Gach, Esq.
Industry Arbitrator

Date of Decision: May 28, 1993

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ARBITRATORS' SIGNATURE

Harry G. Hutchison, IV
Public Arbitrator

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Gerald I. Berger
Public Arbitrator

Arbitrator Harold I. Gach. Esq. Respectfully dissents from the decision.

Harold I. Gach. Esq.
Industry Arbitrator

Date of Decision: May 28, 1993