

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

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In the Matter of the Arbitration Between

Name of Claimant

Prudential Securities, Inc.

92-03642

Name of Respondent

Michael O'Neill

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**REPRESENTATION**

For Claimant: John Camperlengo, Esq., Assistant Vice President, Prudential Securities, Inc.

For Respondent: Respondent appeared Pro Se.

**CASE INFORMATION**

Statement of Claim was filed on October 23, 1992.

Claimant's Submission Agreement was signed on October 22, 1992.

Respondent did not submit a Statement of Answer.

**HEARING INFORMATION**

Hearing Date/Sessions: July 21, 1993 - 2 sessions

Hearing Location: National Association of Securities Dealers, Inc. offices located at 33 Whitehall Street, New York City.

**CASE SUMMARY**

Claimant alleges that Respondent entered into an employment agreement agreeing to settle any dispute arising from the Prudential Securities, Inc. ("Prudential") and Michael O'Neill ("O'Neill") employment relationship by arbitration. Claimant alleges that when O'Neill became employed by Prudential, he was loaned the sum of \$56,707.00 which is evidenced by a

promissory note. Claimant alleges that by the terms of the note, O'Neill is obligated to repay \$56,707.00 plus interest at 10% per annum in three equal annual installments of \$18,802.00 on the 2nd day of November of 1990, 1991 and 1992. The note further provides that the loan would become immediately due and payable upon termination of employment with Prudential Securities, Inc. Claimant alleges that O'Neill also signed a second note whereby he is obligated to pay Prudential \$12,041.20 principal plus interest at the rate of 8% per annum in 24 equal installments of \$553.64. Claimant alleges that O'Neill resigned from Prudential on April 3, 1992 and on that day the monies became due and owing. Claimant alleges that on May 15, 1992 Prudential issued a demand to O'Neill to honor his obligation. Claimant alleges that O'Neill has failed to honor that note.

#### **RELIEF REQUESTED**

Claimant requests an award of:

1. The sum of \$18,902.00 based on O'Neill's default in repayment of the Note, and \$12,041.20 based on O'Neill's default in repayment of the Second Note.
2. Interest on the above-referenced sum, at the contract rate of 10% per annum on the Note from January 15, 1992 to the date of payment and 8% per annum on the Second Note from January, 1992 to the date of payment and;
3. The cost of collection and of this proceeding including reasonable attorneys' fees as O'Neill agreed to pay under the terms of the Note; and
4. Any other relief as the arbitrators deem fit.

Respondent requests that the Claimant's Statement of Claim be dismissed in its entirety.

#### **AWARD**

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

1. O'Neill shall pay Claimant \$23,188.61 including interest of 10% per annum from November 1989 until the award is paid in full.
2. Each party shall bear its own costs, including attorney fees, for this arbitration.

3. Each party shall pay for 50% of the forum fees.

**FORUM FEES**

Pursuant to Section 43(c) of the Code of Arbitration Procedure, the following Forum Fee(s) are assessed.

Non-refundable Filing Fee: \$500.00  
Hearing Session Fees: \$600.00 x 2 sessions = \$1,200.00  
Total: \$1,700.00

1. Claimant shall pay to the NASD the sum of \$850.00. The \$1,100.00 already paid to the NASD will be applied to the amount owing and Claimant will receive reimbursement of \$250.00 from Respondent.
2. Respondent shall pay the NASD the sum of \$850.00. Two hundred and fifty dollars (\$250.00) of this amount shall be paid to Claimant as reimbursement, as per item 1 (one) above.
3. Respondent shall reimburse Claimant \$250.00 as per item one above.

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

Concurring Arbitrators' Signatures  
Name

Public/Industry

Industry Arbitrator

\_\_\_\_\_  
Joseph E. DaGrosa

Industry Arbitrator

\_\_\_\_\_  
Leon Goldsholl

Industry Arbitrator

  
Matthew J. Toland

Date of Decision: October 19, 1993

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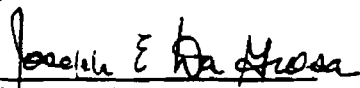
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STATE OF:

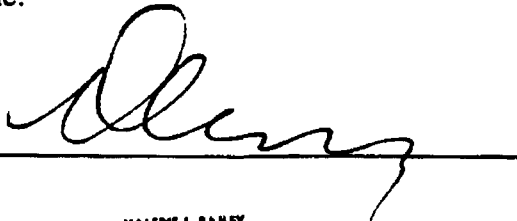
NY

SS:

COUNTY OF:

NY

On this 19<sup>th</sup> day of October 19 92, before me personally appeared Leon Goldsholl to me known and known before me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.



VALERIE I. BAREY  
NOTARY PUBLIC, State of New York  
No. 24-6960363  
Qualified in Kings County  
Commission Expires July 18, 1994

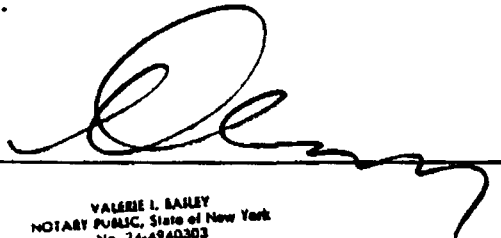
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STATE OF: *New York*

SS:

COUNTY OF: *New York*

On this *19th* day of *October* 19 *93*, before me personally appeared **Matthew J. Tolan** to me known and known before me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
VALERIE L. BAILEY  
NOTARY PUBLIC, State of New York  
No. 24-4940303  
Qualified in Kings County  
Commission Expires July 18, 199*4*