

INDUSTRY

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

93-02952

Name of Respondent

Stephen J. Cooper

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**REPRESENTATION**

For Claimant: David L. Becker, Esq., of the law firm of Kutak Rock, New York, NY.

The Respondent did not appear.

**CASE INFORMATION**

Statement of Claim filed: July 28, 1993.

Claimant's Submission Agreement signed on: July 20, 1993.

Stephen J. Cooper did not file a Statement of Answer or execute a Submission Agreement as required pursuant to Section 25 of the Code of Arbitration Procedure.

**HEARING INFORMATION**

Hearing Date: April 28, 1994 / one session

Hearing Location: NASD, Inc.  
Broad Financial Center  
33 Whitehall St., 8th Fl.  
New York, NY 10004

### **CASE SUMMARY**

Claimant alleged that Stephen J. Cooper ("Cooper"), an employee of claimant, Prudential Securities, Inc. ("Prudential"), failed to repay a loan of \$15,000.

Claimant further alleged in March, 1989 respondent, Cooper, received a check for \$15,000 and signed a promissory note and the check was accepted and cashed.

Claimant further alleged the terms of the note were: interest at 12.5% per year, due in full on or before March 31, 1990, or due in full immediately upon the termination of employment (for any reason) and Cooper voluntarily resigned on March 24, 1990 and despite numerous demands and Respondent's execution of an additional note on October 29, 1992 Cooper has not repaid any of the loan.

### **RELIEF REQUESTED**

Claimant requested damages of \$15,000.00 plus interest on the 1989 Note at the contract rate of 12.5% from March, 1989 to present plus the cost of collection and such other relief as the arbitration panel deems just and proper.

### **OTHER ISSUES CONSIDERED & DECIDED**

The arbitrator made the following rulings with regard to the Respondent:

In accordance with Section 1 of the Code, the arbitrator ruled that it had jurisdiction over the Respondent;

In accordance with Section 25 of the Code, the Respondent was served with the Statement of Claim and given an opportunity to respond which he failed to do;

In accordance with Section 21 and Section 26 of the Code, the Respondent was given due notice of the hearing procedure by regular and certified mail and failed to appear at the hearing;

In accordance with Section 29 of the Code, the arbitrator ruled that the Respondent had adequate notice of this hearing and determined to proceed with the Respondent as a party in his absence.

**AWARD**

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

1. The Respondent be and hereby is liable and shall pay to the Claimant the sum of \$15,000.00 plus simple interest at the rate of 7% per annum from March 1, 1989 until the date of payment of the award.
2. The Respondent be and hereby is liable and shall pay to the Claimant the sum of \$1,000.00 representing attorneys' fees pursuant to the terms of the March 1989 note.
3. The Respondent be and hereby is liable and shall pay to the Claimant the sum of \$400.00 representing his share of the forum fees incurred.

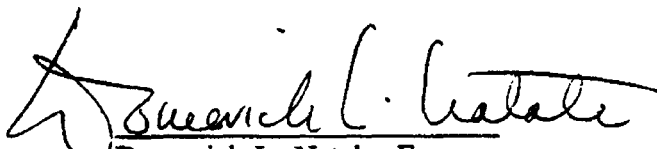
**FORUM FEES**

Pursuant to Section 44c of the Code of Arbitration Procedure, the NASD shall retain all fees submitted by the Claimant.

**ARBITRATOR SIGNATURE**

Name

Industry Chairperson

  
Domenick L. Natale, Esq.

Date of Decision: July 1, 1994

Award #93-02952

STATE OF: *New York*  
COUNTY OF: *New York*

SS:

On this *30<sup>th</sup>* day of *June*, 1994, before me personally appeared **Domenick L. Natale, Esq.** known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

*Deborah De Jesus*

**DEBORAH A. DEJESUS**  
Notary Public, State of New York  
No. 02DE5022979  
Qualified in New York County *96*  
Commission Expires January 24, 19