

N.A.S.D. STIPULATED AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

R.J. Steichen & Company, Inc.

94-00965

Stipulated Award

Name of Respondent

Peter N. Voldness

Representation of Parties

Claimant, R.J. Steichen & Company ("Steichen") was represented by Seth M. Colton, Esq. of Maun and Simon, St. Paul, Minnesota.

Respondent, Peter Voldness ("Voldness") was unrepresented.

Case Information

The Statement of Claim was filed on March 14, 1994. The Uniform Submission Agreement was signed on March 9, 1994.

The Statement of Answer was filed on May 10, 1994. The Uniform Submission Agreement was signed on May 9, 1994.

Hearing Information

No prehearing conference was held. The hearing was scheduled to be heard on May 16, 1995, but was canceled when the parties agreed to settle the dispute.

Case Summary

Claimant Steichen alleged that it loaned Respondent Voldness \$30,000.00 at the outset of his association with Steichen as a registered representative/associated person. Claimant further alleged that pursuant to their loan agreement, Voldness paid Steichen \$16,051.41, via monthly installments deducted from his commission checks, but upon the termination of his association with Steichen, he declined to pay the balance of \$13,529.35.

Respondent Voldness alleged that the \$30,000.00 was not a loan, and that he was therefore not obligated to repay the remaining balance. Respondent further alleged, without making a formal counterclaim, that Steichen unlawfully withheld his U-5 Form causing him to lose commissions upon his association with Robert W. Baird & Company ("Baird").

Relief Requested

Claimant Steichen requests in the event of a default under the appended Agreement, \$9000 together with any attorneys' fees incurred by Steichen in entering and enforcing said Award and interest from the date of the default at the judgment rate in Minnesota as provided by Minn. Stat. Sec. 549.09, less any payments made on or after the date of the Agreement.

Other Issues Considered and Decided

The parties have agreed that the Stipulated Award in this matter may be executed by counterpart copies or that a handwritten, signed Stipulated Award may be entered. In either case, the parties have agreed to receive conformed copies of the stipulated award while the original remains on file with the NASD.

Award

The undersigned arbitrator has not made any findings of fact or conclusions of law. The arbitrator's signature represents acknowledgment that the parties have entered into an agreement which is represented herein in this stipulated award.

1. Steichen and Voldness hereby waive any and all claims which either party may have against the other as of the date of this Settlement Agreement and Mutual Release ("Agreement");
2. Steichen and Voldness, for themselves, their successors, and assigns hereby release and forever discharge each other and their successors and assigns from any and all claims, causes of action, suits, debts, sums of money, covenants, contracts, representation, damages and demands, whether legal or equitable, whether known or unknown, which were asserted or could have been asserted in the above-captioned matter;
3. In order to satisfy the above-described indebtedness, Voldness shall pay Steichen \$9000 according to the following payment schedule:
 - a. Six monthly payments of \$1000 each, commencing July 15, 1995 through December 15, 1995, and
 - b. Two payments of \$1500 on January 15, 1996 and February 15, 1996.
4. Voldness authorizes and directs Baird to deduct the foregoing amounts from his pay and to forward same to Steichen, as stated in the appended letter of Peter N. Voldness to Robert W. Baird & Company, dated May 15, 1995;

5. Voldness shall immediately execute the appended Stipulation of Award in favor of Steichen which Steichen will enter and enforce in the event of default of any terms of the Agreement;
6. Steichen and Voldness agree that one of the purposes of this Agreement and the Stipulation of Award attached hereto is to allow Steichen to enter an Award against Voldness in the event of default of any terms of this Agreement, including the termination of his association with Baird;
7. In the event of Voldness's default under any of the terms of this Agreement, including the termination of his association with Baird, Voldness agrees that Steichen is entitled to enter an Award against him by filing with the NASD the appended Stipulation of Award together with an Affidavit stating the circumstances of the default, the amount paid since the execution of the Agreement, and the balance remaining. In such case, Voldness agrees that Steichen is entitled to an Award in the amount of \$9000, together with any legal fees incurred by Steichen in entering and enforcing said Award and interest from the date of the default at the judgment rate in Minnesota, as provided by Minn. Stat. Sec. 549.09, less any payments made on or after the date of the Agreement dated May 16, 1995.

Forum Fees

Pursuant to Section 43(c) of the NASD Code of Arbitration Procedure, the following forum fees are assessed:

Pursuant to Section 43(c) of the Code of Arbitration, the NASD shall retain the nonrefundable filing fee in the amount of \$500, and shall retain the hearing session deposit in the amount of \$300 previously paid to the NASD by the Claimant.

No additional fees are due.

By The Arbitrator:

Dated:

6/6/95

s/s Bruce J. Nerland

Bruce J. Nerland, Esq.
Industry Arbitrator

Date Award Served by the NASD: 6/7/95 (NASD Use Only)