

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

The Ohio Company

95-03464

Name of Respondent

Jack Wade

REPRESENTATION

For claimant The Ohio Company ("claimant") appeared Marion H. Little, Jr., Esq. of the law firm of Zeiger & Carpenter, located in Columbus, Ohio.

Respondent Jack Wade ("respondent") did not appear at the hearing.

CASE INFORMATION

Statement of Claim was filed on July 17, 1995. Claimant's Submission Agreement was signed on July 12, 1995.

Respondent did not file a Statement of Answer or Submission Agreement.

HEARING INFORMATION

Hearing Date/Sessions: May 20, 1996 - One Session

The hearing was held at the Marriott Hotel, located in Cincinnati, Ohio.

CASE SUMMARY

Claimant alleged that it loaned \$37,000.00 to respondent upon the commencement of his employment and that respondent executed a Promissory Note as evidence of his obligation to repay the loan. Claimant asserted that \$9,250.00 of the loan was forgiven pursuant to the terms of the Promissory Note.

Claimant alleged that respondent's employment was terminated and that respondent refused to pay the remaining balance of \$27,750.00. Claimant further alleged that the loan was immediately due and payable upon the termination of respondent's employment.

Claimant also alleged that, during his employment, respondent overdrew \$694.87 from his commission account and that respondent has refused to pay this sum.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$28,494.87, plus pre- and post-judgment interest, costs, attorneys fees and such other and further relief as the arbitrator may deem just and proper.

OTHER ISSUES CONSIDERED & DECIDED

The arbitrator made the following rulings concerning respondent who did not file a Statement of Answer and Submission Agreement and also failed to appear at the hearing conducted in this matter with out obtaining any postponement/adjournment thereof:

1. Pursuant to Section 1 of the Code of Arbitration Procedure (the "Code"), the arbitrator found subject matter jurisdiction over this entire controversy.
2. The arbitrator found that respondent was a person associated with a member of the NASD at the time this controversy arose. Consequently the arbitrator found personal jurisdiction over respondent pursuant to Section 8 of the Code.
3. The arbitrator found that respondent was required to file with the NASD a Statement of Answer and a properly executed Submission Agreement pursuant to Section 25(b) of the Code. In this regard, the arbitrator found that respondent was properly served with the Statement of Claim in this matter, pursuant to Section 25(a) of the Code.
4. In accordance with Sections 21, 26 and 29 of the Code, the arbitrator found that the NASD provided respondent with "due notice" of the hearing conducted in this matter by regular and certified mail. The arbitrator, therefore, determined to proceed with the hearing without respondent, whose absence was unexcused.

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:

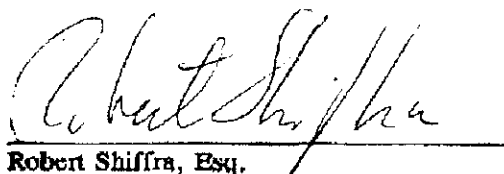
1. Respondent be and hereby is liable and shall pay claimant the sum of \$27,750.00, plus interest of 10% from June 5, 1995 until payment, representing the outstanding balance of the promissory note.

2. Respondent be and hereby is liable and shall pay claimant the sum of \$661.81, plus interest of 10% from June 5, 1995 until payment, representing the unpaid commission overdraft.
3. Each party shall bear their respective costs, including attorneys' fees, except that respondent is liable and shall pay claimant the sum of \$800.00 to reimburse claimant for the fees previously paid to the NASD.
4. All other claims are denied.

FORUM FEES

Pursuant to Section 44(c) of the Code of Arbitration Procedure, the arbitrator has determined that the NASD shall retain the \$500.00 filing fee and \$300.00 hearing session deposit as full consideration for the hearing conducted in this matter.

Arbitrator's Signature

A handwritten signature in cursive script, appearing to read "Robert Shiffra", written over a horizontal line.

Robert Shiffra, Esq.
Industry Arbitrator

Date of Decision: July 31, 1996