

NASD AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between

Prudential Securities Incorporated,

Claimant,

-and-

No. 95-03565

Christopher Wilson,

Respondent.

REPRESENTATION OF PARTIES

The Claimant Prudential Securities, Incorporated ("Prudential") was represented by Steven P. Gomberg, Esq., Gomberg Kane & Fischer, Ltd., 208 South LaSalle Street, Suite 1800, Chicago, Illinois 60604.

The Respondent Christopher Wilson ("Wilson") appeared pro se.

CASE INFORMATION

The Statement of Claim was filed on or about July 21, 1995.

The Claimant's Submission Agreement was signed on July 19, 1995.

The NASD has no record of a Statement of Answer having been filed by Respondent Christopher Wilson.

The NASD has no record of a Submission Agreement having been signed by Respondent Christopher Wilson.

HEARING INFORMATION

The hearing was held on Thursday, February 22, 1996 in Minneapolis, Minnesota for a total of one (1) session.

CASE SUMMARY

Claimant, Prudential Securities Incorporated ("Claimant"), alleged that the Respondent, Christopher Wilson ("Respondent"), entered into a Promissory Note on September 15, 1993 (the "Note"), which by its terms, Respondent agreed to repay the sum of \$217,418 in fifty-five equal monthly installments beginning with February 1994 and ending with August 1998, plus interest at the rate of 6% per annum. Claimant alleged that the Note provided for the payment of the entire amount due in the event of the termination of employment during the term of the Note. Respondent terminated his employment with Claimant on June 6, 1996, leaving a remaining balance due of \$175,805.24, plus interest. Claimant tendered a demand to Respondent on or about June 8, 1995 for the balance due under the Note, plus interest. Claimant alleges that to date, Respondent has failed and refused to honor his obligation to Prudential Securities Incorporated under the Note.

The NASD has no record of Respondent's Answer nor has Respondent supplied Claimant with any documents he intends to present at the hearing nor identified any witnesses he intends to call pursuant to Section 32(c) of the NASD Code of Arbitration Procedure.

RELIEF REQUESTED

Claimant requested an award against Christopher Wilson as follows:

- The principal balance due and owing under the Note in the amount of \$175,805.24;
- Interest accrued during Respondent's employment with Prudential at the contract rate of 6% in the amount of \$165.98;
- Interest on the balance due and owing under the Note from 06/06/1995 to 07/19/1995, at the contract rate of 6% per annum (\$28.90 per day) in the amount of \$1,242.70;
- Interest on the balance due and owing under the Note at \$28.90 per day from 07/19/1995 to date of payment;
- Attorneys fees and costs as agreed to under the terms of the Note; and
- Any other relief as the Arbitrators deem just.

Respondent made no request for relief.

OTHER ISSUE CONSIDERED & DECIDED

The Respondent asked that the Award in this matter be executed in counterpart copies or that a handwritten signed Award be entered. In either case, the Respondent asked to receive a conformed copy of the Award while the originals remained on file with the NASD.

The Respondent failed to appear at the hearing of this matter. The arbitrators determined pursuant to Section 29 of the NASD Code of Arbitration Procedure that Respondent had received due notice of the hearing and ruled that the arbitration should proceed without him.

AWARD

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

- (1). That Respondent is liable for and shall pay the principal balance due and owing under the Note in the amount of \$175,805.24;
- (2). That Respondent is liable for and shall pay interest accrued during Respondent's employment with Prudential at the contract rate of 6% in the amount of \$165.98;
- (3). That Respondent is liable for and shall pay interest on the balance due and owing under the Note from 06/06/1995 to 07/19/1995, at the contract rate of 6% per annum (\$28.90 per day) in the amount of \$1,242.70;
- (4). That Respondent is liable for and shall pay interest on the balance due and owing under the Note at \$28.90 per day from 07/19/1995 to date of payment;
- (5). That Respondent is liable for and shall pay attorneys fees and costs as agreed to under the terms of the Note as put forth in Claimant's Exhibit 5 in the affidavit of Steven P. Gomberg, in the amount of \$4,778.45;
- (6). That all other relief not specifically addressed, other than forum fees which are addressed below, is denied.

FORUM FEES

Pursuant to Section 44(c) of the Code of Arbitration Procedure, the following forum fees are assessed:

One (1) hearing session x \$750.00 = \$750, less hearing session deposit of \$750.00 for a total due and owing the NASD of \$00.00. The NASD shall retain the non refundable filing

fee previously paid by the Claimant in the amount of \$500.00 and the Section 45 member surcharge previously paid by the Claimant in the amount of \$350.00.

The forum fees are assessed against the Claimants. The Respondent shall reimburse the Claimant for the \$750.00 hearing session deposit it previously paid to the NASD.

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

Concurring arbitrators' signatures:

Name:

/s/ E.J. Hentges
Edward J. Hentges
Chairperson
Industry Arbitrator

3/4/96
Dated

/s/ Robert E. Robertson
Robert E. Robertson
Panelist
Industry Arbitrator

3-05-96
Dated

/s/ Marlo L. Maki
Marlo G. Maki
Panelist
Industry Arbitrator

March 7, 1996
Dated

For NASD Use Only

Date Award Served on the parties: March 12, 1996