

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant(s)

GKN Securities Corp

96-00071

Name of Respondent(s)

Andre Aleksis

REPRESENTATION

For Claimant, GKN Securities Corp. ("Claimant"), appeared Katherine Nathan, Esq. located in New York, N.Y.

Respondent Andre Aleksis ("Respondent") appeared Pro Se.

CASE INFORMATION

Statement of Claim filed: December 26, 1995

Claimant's Submission Agreement signed on: December 28, 1995.

Statement of Answer filed by Respondent: April 2, 1996.

Respondent's Submission Agreement signed on: April 3, 1996.

HEARING INFORMATION

Hearing Date/Sessions: August 7, 1996 - 1 session

Hearing Location: The hearing was held at the City Midday Club located in New York City.

CASE SUMMARY

Claimant alleged that Respondent commenced employment as a registered representative with Claimant on or about October 27, 1994. Claimant further alleged that Respondent agreed to repay Claimant for certain expenses and to indemnify Claimant for unsecured customer debits. Claimant contended that expenses and/or unsecured customer debits covered by the agreement resulted in a debit of \$7,312.89. Claimant further contended that on or about October 31, 1994, Respondent signed a draw agreement by which he received draws of \$3,000.00 which remain outstanding. Claimant alleged that pursuant to the

draw agreement, on or about November 15, 1994, December 15, 1994 and January 13, 1995, Respondent signed promissory notes in the amount of \$1,000.00 each which became immediately due and payable should Respondent's employment with Claimant terminate for any reason. Claimant contended that Respondent's employment with Claimant terminated on or about April 12, 1995 and Respondent has failed to repay the amount owed.

Respondent maintained that at the time the draw was offered to him, he was told that when it came time to repay the \$3,000.00 draw, it would be deducted from his gross commissions and not his net commissions. Respondent further maintained that Claimant did not provide any training or assistance to him during his six months of employment. Respondent contended that he is aware of the agreement he signed stating that the broker is liable for any funds payable to GKN Corp. due to a customers failure to pay but maintained that because of his inexperience in the industry, he failed to recognize what this meant and it was not brought to his attention when he was hired. Respondent maintained that he did not do anything illegal, non-compliant or immoral.

RELIEF REQUESTED

Claimant requested an award of \$10,312.89 plus interest, costs, attorney's fees and any and all additional relief that the arbitrators deem just and proper.

Respondent requested that the claims of the Claimant be dismissed.

OTHER ISSUES CONSIDERED & DECIDED

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

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. Respondent be and hereby is liable and shall pay to the Claimant \$1,787.00
2. Each party shall bear its respective costs, including attorney's fees.
3. All other claims be and hereby are denied.

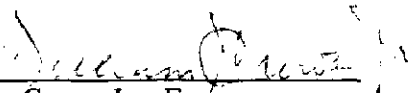
FORUM FEES

Pursuant to Section 44c of the Code of Arbitration Procedure, the arbitrators have determined that the NASD shall retain the \$500.00 filing fee previously deposited by the Claimant and have assessed the following forum fees.

1 hearing session x \$600.00 = \$600.00

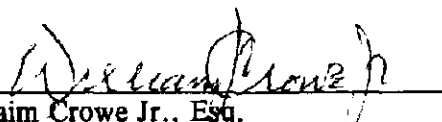
Claimant be and hereby is liable for \$600.00 representing the total forum fees assessed. Claimant previously deposited \$600.00 with the NASD and, therefore, owes nothing.

ARBITRATORS SIGNATURES



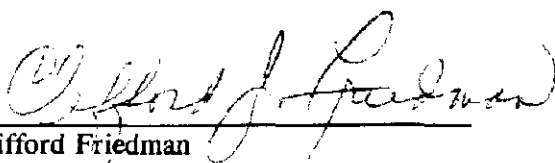
William Crowe Jr., Esq.

I, William Crowe, do hereby affirm that this is my decision in the above captioned matter.

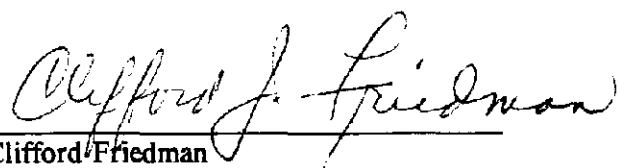


William Crowe Jr., Esq.

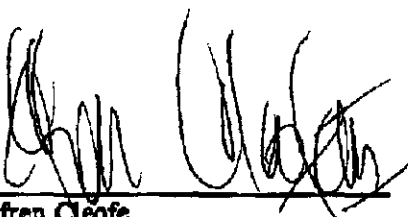
NASD Date of Decision: October 23, 1996


Clifford Friedman

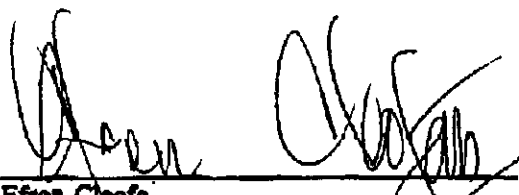
I, Clifford Friedman, do hereby affirm that this is my decision in the above captioned matter.


Clifford Friedman

NASD Date of Decision: October 23, 1996


Efrén Cleofe

I, Efrén Cleofe, do hereby affirm that this is my decision in the above captioned matter.


Efrén Cleofe

NASD Date of Decision: October 23, 1996