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AWARD

NASD Regulation, Inc.

In the matter of the Arbitration Between

Name of Claimant(s)

H.J. Meyers & Co., Inc.

Arbitration
No. 96-01798

Name of Respondent(s)

Daniel E. Wood

REPRESENTATION

For Claimant: Paul J. Delmore, Esq., Edwards, White & Sooy, San Diego, California

For Respondent: Daniel E. Wood, La Jolla Securities Corporation, La Jolla, California

CASE INFORMATION

Statement of Claim filed: April 18, 1996

Claimant's Submission Agreement signed: April 16, 1996

Statement of Answer filed by Respondent: September 12, 1996

Respondent's Submission Agreement signed: September 13, 1996

HEARING INFORMATION

Pre-Hearing Conference Date(s)/Session(s): None

Hearing Date(s)/Session(s): January 22, 1997 (one session)
February 5, 1997 (two sessions)

Hearing Location: San Diego, California

CASE SUMMARY

Claimant H. J. Meyers & Co., Inc. alleged the following claims with respect to Respondent Daniel E. Wood's employment with Thomas James Associates, Inc., now doing business as H.J. Meyers & Co., Inc.: 1) Breach of Contract; and 2) Promissory Note.

Respondent Wood denied any liability to Claimant in connection with various customer related matters and alleged that Claimant's Claim is without merit and totally absurd. Regarding the issue of the promissory note, Respondent Wood alleged that the promissory note was signed while under the most intense mental and emotional duress ever experienced in his life.

RELIEF REQUESTED

Claimant requested an award against Respondent, including but not limited to \$149,762.68 as the costs advanced in settlement of certain matters, \$33,993.00 as the indebtedness due on a Promissory Note, and reasonable attorneys' fees and all costs incurred in this matter.

OTHER ISSUES CONSIDERED AND DECIDED

The parties have agreed that the Award in this matter may be executed in either 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 NASD Regulation, Inc. (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 Daniel E. Wood is liable for and shall pay to H.J. Meyers & Co., Inc. the sum of \$33,993.00, in satisfaction of Claimant's claims.

2. The parties shall each bear their respective costs including attorney's fees.

FORUM FEES

Pursuant to Section 10205(c) of the Code of Arbitration Procedure, the following forum fees are assessed: The NASD shall retain the \$750.00 hearing session deposit previously deposited by H.J. Meyers & Co., Inc. Forum fees shall be split between the parties and are calculated as follows:

Two hearing sessions @ \$750.00/session	=	\$1,500.00
Total fees assessed	=	\$1,500.00
H.J. Meyers & Co., Inc.'s share (50%)	=	\$ 750.00
Credit for hearing deposit	=	\$ 750.00
Balance due	=	\$ 0.00
Daniel E. Wood's share (50%)	=	\$ 750.00
Balance due	=	\$ 750.00

No forum fees are assessed with respect to the hearing session conducted on January 22, 1997. Fees are payable to NASD Regulation, Inc.

ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
Allan Bruce Currie, Esq.	Industry Arbitrator
Emil J. Rothenberg	Industry Arbitrator
Kelly A. Barker	Industry Arbitrator

Concurring Arbitrators' Signatures

Allan Bruce Currie, Esq.



Emil J. Rothenberg

Kelly A. Barker

Date Served: March 18, 1997

Date of Decision: *Feb. 5, 1997*
Mar. 12, 1997

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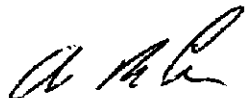
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Emil J. Rothenberg	Industry Arbitrator
Kelly A. Barker	Industry Arbitrator

Concurring Arbitrators' Signatures



Allan Bruce Currie, Esq.

Emil J. Rothenberg

Kelly A. Barker

Date of Decision: 2/5/97

Date Served: March 18, 1997

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Kelly A. Barker	Industry Arbitrator

Concurring Arbitrators' Signatures

Allan Bruce Currie, Esq.

Emil J. Rothenberg

Kelly A. Barker

Date of Decision: 1/22/97

Date Served: March 18, 1997