

Award
FINRA Dispute Resolution

In the Matter of the Arbitration Between:

Claimant
Jerry Camilli

Case Number: 13-02122

vs.

Respondents
Enver Rahman Alijaj
JHS Capital Advisors, LLC

Hearing Site: Albuquerque, New Mexico

Nature of the Dispute: Customer vs. Member and Associated Person

REPRESENTATION OF PARTIES

For Claimant Jerry Camilli ("Claimant"): Jonathan Kurta, Esq., Fitapelli Kurta, New York, New York.

For Respondent JHS Capital Advisors, LLC ("JHS"): Harry J. Delagrammatikas, Esq., McCormick & O'Brien, LLP, New York, New York.

Respondent Enver Rahman Alijaj ("Alijaj"), did not enter an appearance.

CASE INFORMATION

Statement of Claim filed on or about: July 17, 2013.

Claimant signed the Submission Agreement: June 24, 2013.

Statement of Answer filed by JHS on or about: September 17, 2013.

JHS signed the Submission Agreement: October 9, 2013.

Alijaj did not file a Statement of Answer and Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: churning; unsuitability; breach of fiduciary duty; federal securities fraud; common law fraud; breach of contract; and negligent supervision. The causes of action relate to Claimant's investments in various common stocks such as Sigma Designs, Inc., Local.com Corp., Silicon Motion Technology Corp., Delta Petroleum Corp. and Yingli Green Energy Holding Company Ltd.

Unless specifically admitted in its Answer, JHS denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

In the Statement of Claim, Claimant requested:

1. Damages of approximately \$1,300,000.00;
2. Punitive damages;
3. Pre-judgment interest, attorneys' fees and costs, filing and forum fees; and
4. Such other and further relief the Panel deems just and proper.

In the Statement of Answer, JHS requested:

1. All claims against JHS be dismissed with prejudice;
2. Claimant take nothing;
3. Attorneys' fees and costs; and
4. Such other and further relief as is just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

The Arbitrator acknowledges that he has read the pleadings and other materials filed by the parties.

On July 14, 2014, Claimant's counsel advised FINRA Dispute Resolution that JHS is dismissed with prejudice from the above-captioned matter. On the same day, Claimant's counsel advised FINRA Dispute Resolution that Claimant opted to proceed against Alijaj pursuant to Rule 12801 of the Code of Arbitration Procedure (the "Code").

On September 9, 2014, the Arbitrator issued the following Order regarding Claimant's Motion for Default Pursuant to FINRA Rule 12801 against Respondent Alijaj:

Background: The Arbitrator has been informed by FINRA that it has received the following returned correspondence:

1. FINRA letter dated November 25, 2013 notifying Alijaj the date and time of the initial pre-hearing conference, marked from the postal office as, "Return to sender; not deliverable as addressed; unable to forward."
2. FINRA letter dated December 13, 2013 providing Alijaj with a copy of the initial pre-hearing conference scheduling order, marked from the postal office as, "Return to sender; unable to forward."
3. FINRA letter dated December 18, 2013 – Alijaj was copied on this letter with a request from Respondent JHS for subpoenas – marked from the postal office as, "Return to sender; not deliverable as addressed; unable to forward."
4. FINRA letter dated January 6, 2014 providing Alijaj subpoenas executed by the chairperson, marked from the postal service as, "Return to sender; unable to forward."
5. FINRA letter dated February 25, 2014 – Alijaj was copied on this letter with a request from Respondent JHS for subpoenas – marked from the postal office as, "Return to sender; not deliverable as addressed; unable to forward."

6. FINRA letter dated March 12, 2014 providing Alijaj subpoenas executed by the chairperson, marked from the postal service as, "Return to sender; unable to forward."
7. FINRA letter dated May 29, 2014 – Alijaj was copied on this letter with a request from Respondent JHS for subpoenas – marked from the postal office as, "Return to sender; not deliverable as addressed; unable to forward."

Order: Claimant Jerry Camilli, through his counsel Jonathan Kurta, Esquire, is hereby ordered to produce to the Arbitrator proof of service to Enver Rahma Alijaj of Notice of Default Action against him, a current address for Mr. Alijaj or the actions taken by Claimant to establish a current address for Mr. Alijaj. Claimant shall provide the Arbitrator with these documents by close of business on October 10, 2014. Pending receipt of these documents by the Arbitrator, Judgment in this matter is hereby stayed.

On September 24, 2014, Claimant's counsel submitted a letter with an Affidavit of Service of the Motion for Default on Alijaj for the Arbitrator's consideration. The Arbitrator determined that Alijaj received notification of the Motion for Default that has been commenced against him, but has failed to respond. The Arbitrator also determined that Alijaj was properly served notice of the Statement of Claim and Notification of Arbitrator by regular mail, and that Alijaj is required to submit to arbitration pursuant to the Code and is bound by the determination of the Arbitrator on all issues submitted.

AWARD

The Arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. Alijaj is liable for and shall pay to Claimant compensatory damages in the amount of \$1,010,150.26.
2. Alijaj is liable for and shall pay to Claimant interest on the amount of \$1,010,150.26 at the rate of 8.75% per annum from September 17, 2008 through the date the amount of \$1,010,150.26 is paid in full.
3. Alijaj is liable for and shall pay to Claimant \$100,000.00 in attorneys' fees pursuant to the New Mexico Uniform Securities Act, Section 58-13C-509.
4. Alijaj is liable for and shall pay to Claimant \$17,934.00 in costs.
5. Alijaj is laible for and shall pay to Claimant \$600.00 as reimbursement for the non-refundable portion of the Claimant's initial claim filing fee.
6. Any and all relief not specifically addressed herein, including punitive damages, is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

FINRA Dispute Resolution assessed a filing fee* for each claim:

Initial Claim Filing Fee = \$ 1,800.00

**The filing fee is made up of a non-refundable and a refundable portion.*

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, as a party, JHS Capital Advisors, LLC is assessed the following:

Member Surcharge = \$ 2,800.00
Pre-Hearing Processing Fee = \$ 750.00
Hearing Processing Fee = \$ 5,000.00

Hearing Session Fees and Assessments

The Arbitrator has assessed hearing session fees for each session conducted. A session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with the Panel @ \$1,200.00/session = \$ 1,200.00
Pre-hearing conference: December 6, 2013 1 session

Decision on the Papers = \$ 300.00

Total Hearing Session Fees = \$1,500.00

The Arbitrator has assessed \$1,500.00 of the hearing session fees to Alijaj.

All balances are payable to FINRA Dispute Resolution and are due upon receipt.

ARBITRATOR

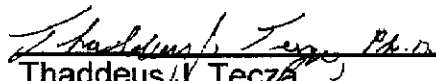
Thaddeus J. Tecza

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Sole Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument which is my award.

Arbitrator's Signature



Thaddeus J. Tecza
Sole Public Arbitrator

10/6/14

Signature Date

October 7, 2014

Date of Service (For FINRA Dispute Resolution office use only)