

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Jason H. Blum (Claimant) v. Bear Stearns & Co., Inc., Steven M. Dantus, and Steven Sheresky (Respondents)

Case Number: 00-03484

Hearing Site: New York, New York

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

REPRESENTATION OF PARTIES

Claimant, Jason H. Blum, hereinafter referred to as "Claimant": Jeffrey Zimmerman, Esq., Liddle & Robinson, New York, NY. Previously represented by: Kevin P. Conway, Conway & Conway, New York, NY.

Respondents, Bear Stearns & Co., Inc. ("Bear Stearns"), Steven M. Dantus ("Dantus") and Steven Sheresky ("Sheresky"), hereinafter collectively referred to as "Respondents": David S. Smith, Esq., Smith Campbell, LLP, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: August 8, 2000.

Claimant signed the Uniform Submission Agreement: August 7, 2000.

Joint Statement of Answer filed by Respondents on or about: October 10, 2000.

Bear Stearns signed the Uniform Submission Agreement: December 28, 2000.

Dantus signed the Uniform Submission Agreement.

Sheresky signed the Uniform Submission Agreement: December 29, 2000.

CASE SUMMARY

Claimant asserted the following causes of action: defamatory statements made on his Form U-5; and tortuous interference of contract.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim.

RELIEF REQUESTED

Claimant requested compensatory damages to be determined by and in the sound discretion of a panel of three arbitrators; pre- and post-judgment interest on the compensatory damages; costs of this action, including costs and expenses of expert

witnesses; reasonable attorneys' fees and expenses; punitive damages to be determined by and in the sound discretion of the arbitrators; an Order directing Bear Stearns to expunge the information currently on file for Claimant's Form U-5 Termination Notice and to file an accurate Form U-5 Termination Notice with the appropriate regulatory authorities, indicating Claimant was not discharged for cause but rather voluntarily resigned; and such other and further relief as the arbitrators find appropriate under the circumstances.

Respondents requested that the Statement of Claim be dismissed in its entirety and with prejudice, and that the Panel issue an award requiring Claimant to pay Respondents' reasonable costs and attorneys' fees, and granting Respondents such other and further relief as the Panel deems just and appropriate.

OTHER ISSUES CONSIDERED AND DECIDED

At the hearing, Claimant made a motion to file a legal brief on the issue of U-5 privilege. After due consideration by the Panel, the motion was granted.

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.

AWARD

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

1. Claimant's claims are hereby denied in their entirety.
2. Any and all relief not specifically addressed herein, including punitive damages, is denied.
3. Bear Stearns is liable for and shall pay to Claimant, the sum of \$250.00, to reimburse Claimant for the filing fee previously paid to NASD Dispute Resolution.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee = \$ 250.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Bear Stearns & Co., Inc. is a party.

Member surcharge	= \$1,200.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$2,000.00

Forum Fees and Assessments

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

One (1) Pre-hearing session with a single arbitrator @ \$450.00	= \$ 450.00
Pre-hearing conference: September 10, 2001 1 session	

Two (2) Pre-hearing sessions with Panel @ \$1,000.00	= \$ 2,000.00
Pre-hearing conferences: June 25, 2001 1 session	
July 16, 2001 1 session	

Thirteen (13) Hearing sessions @ \$1,000.00	= \$13,000.00
Hearing Dates: March 10, 2003 2 sessions	
March 12, 2003 2 sessions	
April 22, 2003 1 session	
June 3, 2003 2 sessions	
June 4, 2003 2 sessions	
June 5, 2003 2 sessions	
October 3, 2003 2 sessions	

Total Forum Fees	= \$15,450.00
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1. The Panel has assessed \$15,450.00 of the forum fees against Bear Stearns.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

1. Claimant requested photocopies	= \$21.25
2. Claimant requested copies of cassette tapes	= \$60.00

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 250.00
<u>Administrative Costs</u>	= \$ 81.25
Total Fees	= \$ 331.25
<u>Less payments</u>	= \$ 1,500.00
Refund Due Claimant	= \$ 1,168.75

As stated in the "Award" section above, Bear Stearns is liable for and shall reimburse Claimant for the \$250.00 filing fee.

2. Bear Stearns is solely liable for:

Member Fees	= \$ 3,800.00
<u>Forum Fees</u>	= \$15,450.00
Total Fees	= \$19,250.00
<u>Less payments</u>	= \$ 3,800.00
Balance Due NASD Dispute Resolution	= \$15,450.00

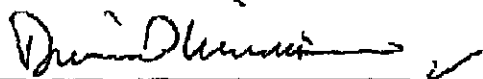
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

David L. Richter, Esq.	-	Public Arbitrator, Presiding Chair
Bennett A. Hall	-	Public Arbitrator
Steven J. Petrie	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



David L. Richter, Esq.
Public Arbitrator, Presiding Chairperson

10/29/03

Signature Date

Bennett A. Hall
Public Arbitrator

Signature Date

Steven J. Petrie
Non-Public Arbitrator

Signature Date

October 30, 2003
Date of Service (For NASD Dispute Resolution use only)

NASD Dispute Resolution
Arbitration No. 00-03484
Award Page 6 of 7

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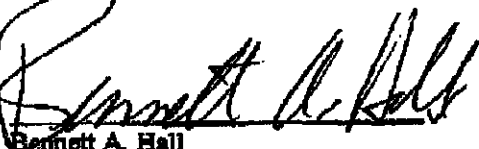
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