

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Hornblower & Weeks, Inc. and CJR Equity LLC, (Claimants) vs. Christopher Shawn Murphy, (Respondent)

Case Number: 00-05264

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimants Hornblower & Weeks, Inc. ("H&W") and CJR Equity LLC ("CJR"), hereinafter collectively referred to as "Claimants": Frank J. Zazzaro, Esq., Imperial, Zazzaro & Calabro, P.A., Montclair, NJ.

Respondent Christopher Shawn Murphy, hereinafter referred to as "Respondent", did not enter an appearance in this matter.

CASE INFORMATION

Statement of Claim filed on or about: November 21, 2000.

H&W signed the Uniform Submission Agreement: October 31, 2000.

CJR signed the Uniform Submission Agreement.

Respondent did not file a Statement of Answer or sign a Uniform Submission Agreement.

CASE SUMMARY

Claimants asserted the following causes of action: breach of contract (Employment Agreement); quantum meruit; promissory estoppel; and violation of NASD Rule 2310-2.

RELIEF REQUESTED

Claimants requested:

- a. Compensatory damages in the amount of \$53,200.00, plus accrued interest;
- b. Costs and disbursements of this action;
- c. An Award of attorneys' fees and all NASD fees incurred in connection with this action; and
- d. Such other, further, and different relief as may be deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

The parties to this matter failed to attend the initial pre-hearing conference held on February 4, 2002. By letters dated February 26, 2002 and October 25, 2002, NASD Dispute

Resolution requested that the parties provide mutually agreeable dates for rescheduling the initial pre-hearing conference in this arbitration. To date, NASD Dispute Resolution has not received a response from any party. Accordingly, the Panel has determined to dismiss this arbitration in its entirety.

Respondent did not file with NASD Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure and is bound by the determination of the Panel on all issues submitted.

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, as well as the parties' failure to provide mutually agreeable dates for the rescheduling of the initial pre-hearing conference in this matter, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimants' claims are hereby dismissed in their entirety.
2. All other requests for relief are hereby denied.

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	= \$1,000.00
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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 person at the time of the events giving rise to the dispute. In this matter, Hornblower & Weeks, Inc. is a party.

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

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing 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 Panel x \$750.00	= \$ 750.00
Pre-hearing conference: February 4, 2002	1 session
Total Forum Fees	= \$ 750.00

1. The Panel has assessed \$375.00 of the forum fees jointly and severally against Claimants.
2. The Panel has assessed \$375.00 of the forum fees against Respondent.

Fee Summary

1. Claimants are jointly and severally liable for:

Initial Filing Fee	= \$1,000.00
Forum Fees	= \$ 375.00
Total Fees	= \$1,375.00
Less payments	= \$1,375.00
Balance Due NASD Dispute Resolution	= \$ 0.00

2. H&W is solely liable for:

Member Fees	= \$1,600.00
Total Fees	= \$1,600.00
Less payments	= \$1,975.00
Refund Due H&W	= \$ 375.00

3. Respondent is solely liable for:

Forum Fees	= \$ 375.00
Total Fees	= \$ 375.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 375.00

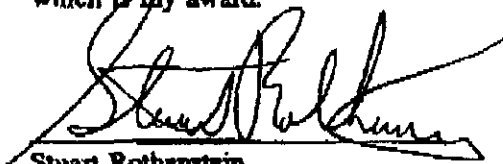
All balances are payable to NASD Dispute Resolution, and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Stuart Rothenstein	-	Non-Public Arbitrator, Presiding Chair
Thomas Patrick Madaras	-	Non-Public Arbitrator
Alexandra J. Romero	-	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.



Stuart Rothenstein
Non-Public Arbitrator, Presiding Chair

4-24-03

Signature Date

Thomas Patrick Madaras
Non-Public Arbitrator

Signature Date

Dissenting Arbitrator's Signature

Alexandra J. Romero
Non-Public Arbitrator

Signature Date

May 2, 2003

Date of Service (For NASD Dispute Resolution use only)

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Non-Public Arbitrator, Presiding Chair



Thomas Patrick Madaras
Non-Public Arbitrator

Signature Date

4/25/2003

Signature Date

Dissenting Arbitrator's Signature

Alexandra J. Romero
Non-Public Arbitrator

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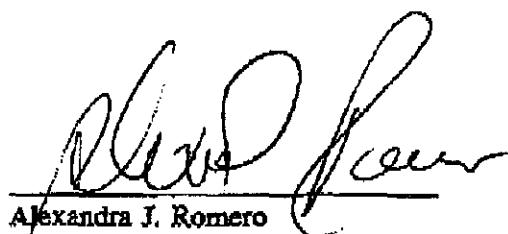
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Non-Public Arbitrator, Presiding Chair

Signature Date

Thomas Patrick Madaras
Non-Public Arbitrator

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Dissenting Arbitrator's Signature



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Non-Public Arbitrator

4/24/03

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