

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Barbara Carpe (Claimant) vs. Jerome Rubin, Matthew Halpert a/k/a Jeffrey Halpert and Alan Halpert (Respondents)

Case Number: 01-00520

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant Barbara Carpe hereinafter referred to as "Claimant": Dan Druz, Esq., Manasquan, NJ.

Respondent Jerome Rubin ("Rubin") hereinafter referred to as "Rubin": Anthony Paduano, Esq., Paduano & Weintraub LLP, New York, NY.

Respondent Alan Halpert ("A. Halpert") hereinafter referred to as "A. Halpert": A. Ross Pearlson, Esq., Sills Cummis Radin Tischman Epstein & Gross, P.A., Newark, NJ.

Respondent Matthew Halpert a/k/a Jeffrey Halpert ("M. Halpert") hereinafter referred to as "M. Halpert" did not enter an appearance in this matter.

CASE INFORMATION

Statement of Claim filed on or about: January 22, 2001
Claimant signed the Uniform Submission Agreement.

Statement of Answer and Cross Claim filed by Respondent Rubin on or about: April 2, 2003.
Respondent Rubin did not sign the Uniform Submission Agreement.

Statement of Answer filed by Respondent A. Halpert on or about: May 23, 2001
Respondent A. Halpert did not sign the Uniform Submission Agreement.

Respondent M. Halpert did not enter an appearance in this matter.

CASE SUMMARY

Claimant asserted the following causes of action: breach of fiduciary duty; unsuitable investments; violations of state and federal securities law; breach of contract; and common law fraud. Claimant's claims involved Cookie Crumb stock, Motorvac stock, Helin Oil stock, and SMR Preferred Return Acquisition Funds.

Unless specifically admitted in his Answer, Respondent Rubin denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in his Answer, Respondent A. Halpert denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested:

Compensatory Damages	\$ 140,000.00
Punitive Damages	Unspecified
Interest	Unspecified
Attorneys' Fees	Unspecified
Other Monetary Relief:	Lost opportunity

Respondent Rubin requested that the claim be dismissed in its entirety with prejudice; that he be awarded his costs and attorney fees; and that the panel enter an award in his favor on his Crossclaim together with such other and further relief as deemed just and proper. In his Crossclaim, Respondent Rubin requested contribution and indemnification.

Respondent A. Halpert requested that the claims against him be dismissed in their entirety; that should the Panel find against any of the Respondents, the award be *specifically apportioned among the Respondents*; that the costs of the hearing not be held against him; and such other relief as he may request and that the Panel shall find just and equitable.

OTHER ISSUES CONSIDERED AND DECIDED

Upon review of the file and the representations made on behalf of the Claimant, the undersigned arbitrators (the "Panel") determined that Respondent M. Halpert has been properly served with the Statement of Claim and received due notice of the hearing and that arbitration of the matter would proceed without said Respondent present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

Respondents Rubin, and A. Halpert did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but are required to submit to arbitration pursuant to the Code and, having answered the claim, are bound by the determination of the Panel on all issues submitted.

As set forth in the Award section below, the Panel unanimously agreed to dismiss this case under Rule 10305 of the NASD Code of Arbitration Procedure due to the continued material violations of the Panel's Orders by Claimant's counsel Dan Druz, Esq. The Panel based this decision upon Mr. Druz's lack of cooperation with the Panel's Order dated April 6, 2003 which required certain documentation to be filed with the NASD on or before April 30, 2003; lack of cooperation with earlier Panel Orders; violations of his own promises over many months; and the lack of specifics in the Complaint that he filed more than a year ago that was never amplified in over 18 months. Mr. Druz was reminded via two telephone calls from NASD Dispute Resolution that he was to comply with the April 6, 2003 Order of the Panel no later than May 11, 2003. The NASD finally received Mr. Druz's documents of minimal compliance on May 14, 2003.

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, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. The claims of the Claimant are hereby dismissed in their entirety, without prejudice.
2. Respondent Rubin's Crossclaim is hereby dismissed in its entirety, without prejudice.
3. 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

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

Initial claim filing fee (previously assessed on case 99-01150)	=(\$ 300.00)
Crossclaim filing fee	= \$ 300.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firms that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Kirlin Securities, Inc. is the Respondents' former firm.

Member surcharge	= \$ 1,500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$ 2,500.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

June 11, 12, & 13, 2002, adjournment by A. Halpert	= \$ 1,125.00
November 20, 21, & 22, 2002, adjournment by A. Halpert	= \$ 1,500.00
<i>The panel assessed the \$1,500.00 adjournment fee against the Claimant.</i>	

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: July 29, 2002 1 session	

Four (4) Pre-hearing sessions with Panel @ \$ 1,125.00	= \$ 4,500.00
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Pre-hearing conferences:	November 28, 2001	1 session
	June 11, 2002	1 session
	March 10, 2003	1 session
	April 2, 2003	1 session

Total Forum Fees	= \$ 4,950.00
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1. The Panel has assessed \$ 2,475.00 of the forum fees against Claimant.
2. The Panel has assessed \$ 825.00 of the forum fees against Rubin.
3. The Panel has assessed \$ 825.00 of the forum fees against M. Halpert.
4. The Panel has assessed \$ 825.00 of the forum fees against A. Halpert.

Fee Summary

1. Claimant is solely liable for:

Adjournment Fee	= \$ 1,500.00
Forum Fees	= \$ 2,475.00
Total Fees	= \$ 3,975.00
Less payments	= \$.00
Balance Due NASD Dispute Resolution	= \$ 3,975.00

2. Respondent M. Halpert is solely liable for:

<u>Forum Fees</u>	= \$ 825.00
<u>Total Fees</u>	= \$ 825.00
<u>Less payments</u>	= \$.00
Balance Due NASD Dispute Resolution	= \$ 825.00

3. Respondent Rubin is solely liable for:

<u>Crossclaim Filing Fee</u>	= \$ 300.00
<u>Forum Fees</u>	= \$ 825.00
<u>Total Fees</u>	= \$ 1,125.00
<u>Less payments</u>	= \$.00
Balance Due NASD Dispute Resolution	= \$ 1,125.00

4. Respondent A. Halpert is solely liable for:

<u>Forum Fees</u>	= \$ 825.00
<u>Adjournment Fee</u>	= \$ 1,125.00
<u>Total Fees</u>	= \$ 1,950.00
<u>Less payments</u>	= \$.00
Balance Due NASD Dispute Resolution	= \$ 1,950.00

5. Kirlin Securities is solely liable for:

<u>Member Fees</u>	= \$ 4,600.00
<u>Total Fees</u>	= \$ 4,600.00
<u>Less payments</u>	= \$ 4,600.00
Balance Due NASD Dispute Resolution	= .00

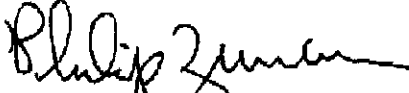
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Philip Zimmerman, CPA	-	Public Arbitrator, Presiding Chairperson
Harold Webb, Esq.	-	Public Arbitrator
Robert Manfreda	-	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 in which is my award.



Philip Zimmerman, CPA
Public Arbitrator, Presiding Chairperson

6/23/03

Signature Date

Harold Webb, Esq.
Public Arbitrator

Signature Date

Robert Manfreda
Non-Public Arbitrator

Signature Date

June 24, 2003

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

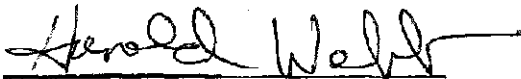
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Harold Webb, Esq.	-	Public Arbitrator
Robert Manfredo	-	Non-Public Arbitrator

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Philip Zimmerman, CPA
Public Arbitrator, Presiding Chairperson

Signature Date



Harold Webb, Esq.
Public Arbitrator

6-19-03

Signature Date

Robert Manfredo
Non-Public Arbitrator

Signature Date

June 24, 2003

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

Philip Zimmerman, CPA	-	Public Arbitrator, Presiding Chairperson
Harold Webb, Esq.	-	Public Arbitrator
Robert Manfreda	-	Non-Public Arbitrator

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Philip Zimmerman, CPA
Public Arbitrator, Presiding Chairperson

Signature Date

Harold Webb, Esq.
Public Arbitrator

Signature Date



Robert Manfreda
Non-Public Arbitrator

6/24/03

Signature Date

June 24, 2003

Date of Service (For NASD Dispute Resolution use only)