

N.A.S.D. STIPULATED AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

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In the Matter of the Arbitration Between

Name of Claimant

PaineWebber, Inc.

91-02794

Name of Respondent

Jeff Kanter

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REPRESENTATION

For Claimant, PaineWebber, Inc. ("PW"): Michael Alford, Esq. of PaineWebber.

For Respondent, Jeffrey Kanter ("Kanter"): Harry W. Haskins, Esq. Haskins

CASE INFORMATION

Statement of Claim filed: September 6, 1991. Claimant's Submission Agreement signed: August 29, 1991 by Romaine L. Gardner on behalf of the firm.

Respondent's Statement of Answer and Counterclaim filed: November 18, 1991.  
Respondent's Submission Agreement signed: November 18, 1991 by Kanter.

HEARING INFORMATION

On May 18, 1992, in Fort Lauderdale, Florida, a pre-hearing conference lasting one (1) session was conducted via telephone-conference call with an arbitrator.

CASE SUMMARY

Claimant alleged that upon Respondent's employment on June 5, 1989, Claimant loaned Respondent \$96,250.00 evidenced by a promissory note to be forgiven in four equal installments provided that Respondent continue in the Claimants employ; that Respondent voluntarily terminated his employment with Claimant, thereby triggering payment of the unsatisfied portion of the note; that Respondent also owes Claimant \$4,812.50 in Federal taxes and \$1,490.81 in FICA charges; and that Respondent is further indebted to Claimant in the sum of \$13,550.71 representing the cost of busting a trade for 2,000 shares of Maytag Corporation.

Respondent denied all allegations of wrongdoing and alleged that Claimant breached the alleged agreement by wrongfully terminating Respondent from his employment; that Claimant wrongfully and/or constructively terminated Respondent thereby denying him the opportunity to complete his obligations under the alleged agreement; and, that Claimant breached the alleged agreement by

changing and reducing Respondent's commissions thereby substantially reducing Respondents compensation. Respondent, Kanter, filed a Counterclaim and alleged that he entered into the performance of the contract and performed all of the conditions to be performed by him until he was prevented from doing so by acts of Claimant; and the actions constituted an unlawful and/or constructive discharge.

#### **RELIEF REQUESTED**

Claimant requested \$67,980.08 in compensatory damages, costs, and attorney's fees.

Respondent requested dismissal of the Statement of Claim and \$100,000 in compensatory damages, costs and attorney's fees on the Counterclaim.

#### **OTHER ISSUES**

1. Claimant amended its Statement of Claim to reflect a charge back on production which reduced the error in connection with the Maytag trade to \$3,489.14.
2. Claimant requested dismissal of the Counterclaim.

#### **AWARD**

This matter came before the undersigned arbitrators upon Stipulation of the parties to the controversy as set forth in submissions to arbitration. The Arbitration panel, having considered the pleadings, and reviewed the attached Stipulation for Entry of Arbitration Award, has determined in full and final resolution of the issues submitted for determination as follows:

The undersigned panel hereby consents to the attached Stipulation for Entry of Arbitration Award, signed by counsel for the respective parties and incorporates said Stipulation by reference into this Award.

#### **FORUM FEES**

Pursuant to Section 44(c) of the Code of Arbitration Procedure the Arbitration Panel has assessed forum fees in the amount of \$900.00 (One pre-hearing conference on 5/18/92 X \$300.00 + postponement fee of \$600.00)

1. Claimant is hereby assessed \$450.00 which shall be retained from the \$600.00 previously deposited in full satisfaction thereof. Claimant shall receive a refund from the NASD for the remaining \$150.00.
2. Respondent is hereby assessed \$450.00 which shall be retained from the \$600.00 previously deposited in full satisfaction thereof. Respondent shall receive a refund from the NASD for the remaining \$150.00.
3. The NASD shall retain the non-refundable filing fees of \$500.00 each paid by Claimant and Respondent.

**OTHER COSTS**

The parties shall each bear all costs and expenses incurred by them in connection with this proceeding including attorney's fees.

**ARBITRATION PANEL**

**Concurring Arbitrators' Signatures**

/s/

\_\_\_\_\_  
Jeffrey R. Edwards, Esq.

Industry/Chairman

/s/

\_\_\_\_\_  
Walter Witrock

Industry/Panelist

/s/

\_\_\_\_\_  
Sheldon L. Barat

Industry/Panelist

Date of Decision: November 12, 1993

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NATIONAL ASSOCIATION OF  
SECURITIES DEALERS, INC.

CASE NO. 91-02794

In the Matter of the  
Arbitration Between:

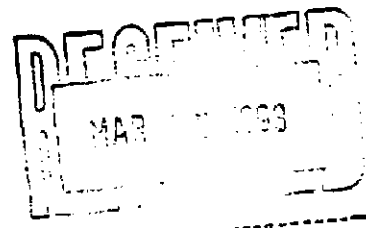
PAINWEBBER INCORPORATED,

Claimant,

and

JEFFREY KANTER,

Respondent.



STIPULATION FOR ENTRY OF ARBITRATION AWARD

IT IS HEREBY STIPULATED AND AGREED by and between Claimant, PAINWEBBER INCORPORATED ("PAINWEBBER"), and Respondent, JEFFREY KANTER ("KANTER"), that the arbitrators empaneled to hear the above-styled matter shall enter an Award approving the following terms, conditions, and understandings as agreed to by the parties:

1. KANTER and PAINWEBBER agree that the National Association of Securities Dealers ("NASD") has jurisdiction over the parties and the subject matter of this dispute.

2. KANTER, acknowledges that he is obligated to PAINWEBBER, in the amount of \$67,980.08 as set forth in the damages provisions of the Statement of Claim originally filed in this matter.

3. The parties further agree that KANTER may satisfy his entire debt to PAINWEBBER with for the sum of \$43,000.00 to be paid according to the following terms:

a) Down-payment of \$6,000.00 due on or before March 31, 1993.

b) A series of semi-annual payments to be made as follows:

\$6,166.66	September 30, 1993
\$6,166.66	March 31, 1994
\$6,166.66	September 30, 1994
\$6,166.66	March 31, 1995
\$6,166.66	September 30, 1995
\$6,166.70	April 30, 1996.

4. The parties agree that time is of the essence with respect to the foregoing provisions. Failure to make any payment on or before the due dates set forth above, shall constitute a default under this settlement.

5. The parties agree that upon payment of the final installment, PAINWEBBER shall file with the NASD a Satisfaction of Award. The Satisfaction will release KANTER from any and all further liability or action by PAINWEBBER which was or could have been asserted in this matter.

6. In the event of a default by KANTER under this Settlement Agreement, the parties agree that the full amount of \$67,980.08 shall be immediately due and payable, less any payments already received by PAINWEBBER.

7. It is further agreed and understood that in the event of a default by KANTER under this Settlement Agreement, PAINEWEBBER or its successors and assigns may notice for hearing a Motion to Confirm Arbitration Award, and the Court shall enter judgment, upon confirmation of said award, in the amount of \$67,980.08, less any payments already made by Respondent pursuant to this Stipulation, plus interest, costs, and a reasonable attorney's fee incurred in connection herewith. The Notice of Hearing shall be supported by an Affidavit of Nonpayment. The Notice of Hearing shall be given to Respondent by mailing said notice via both regular U.S. Mail and Certified Mail, Return Receipt Requested to:


JEFFREY KANTER  
c/o Harry W. Haskins, Esq.  
First Florida Bank Building  
1800 Second Street, Suite 819  
Sarasota, Florida 34234,

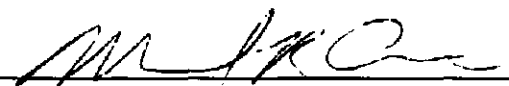
or at such other place as Respondent designates in writing to PAINEWEBBER through its undersigned counsel.

8. The Panel shall retain jurisdiction over this matter for purposes of enforcing the Settlement Agreement.

9. Respondent specifically acknowledges that the foregoing agreement has been reviewed by him and/or his counsel and that all of its provisions are clearly understood.

DATED this 29<sup>th</sup> day of March, 1993.

  
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JEFFREY KANTER by  
Harry W. Haskins, Esq.  
First Florida Bank Building  
1800 Second Street, Suite 819  
Sarasota, FL 34234  
(813) 366-1388

  
\_\_\_\_\_  
PAINWEBBER INCORPORATED by  
Michael R. Alford, Esq.  
100 S.E. Second St., 16th Fl.  
International Place  
Miami, Florida 33131  
(305) 536-9200

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original plus three (3) copies of the foregoing were served via U.S. Mail this 29<sup>th</sup> day of March, 1993, upon: JUNE RILEY, National Association of Securities Dealers, Inc., One East Broward Boulevard, Suite 1000, Ft. Lauderdale, Florida 33301.

  
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