

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the matter of the Arbitration Between

Name of Claimant

Seidler Amdec Securities, Inc.

NASD Arbitration
No.93-01316

Name of Respondent

Sperber Adams & Company

REPRESENTATION

For Claimant: Arthur L. Sherwood, Esq., Gibson, Dunn & Crutcher, Los Angeles, California

For Respondent: Lewis J. Sperber, Sperber, Adams & Company, Westport, Connecticut

CASE INFORMATION

Statement of Claim filed: April 2, 1993

Claimant's Submission Agreement signed: May 4, 1993

Respondent's Answer filed: August 3, 1993

Respondent's Submission Agreement signed: August 3, 1993

HEARING INFORMATION

Hearing date / sessions: February 4, 1994 - One session

Hearing Location: Los Angeles, California

CASE SUMMARY

Claimant alleged that Respondent Sperber Adams breached its written contract dated February 20, 1987, with Claimant with respect to the underwriting of a public offering of certain debentures of Ramtek Corporation by failing to pay Sperber Adams' proportionate

share of its underwriting obligation.

Claimant further alleged it incurred substantial expenses and costs in connection with the defense of itself and all the underwriters of Ramtek in securities litigation arising out of the public offering, and that Respondent Sperber Adams promised to contribute to these costs pursuant to the terms of the written contract.

Claimant also alleged money had and received and equitable contribution based on the written agreement between the parties.

Respondent Sperber Adams responded that it ceased doing business on May 20, 1993, as a result of a loss in a firm trading account which caused the firm's liabilities to exceed its assets, and that it subsequently withdrew from the NASD.

Respondent also asserted that as early as February 13, 1987, prior to the execution of the written contract between the parties, Claimant continuously informed Respondent it would not be distributing any securities to the public. Respondent further asserted the written contract contravened the Securities Act of 1933, Section 11(e). Respondent also asserted that it had opted out of the class of defendants in the securities litigation identified as C-88-20195 RPA and thus had no liabilities in connection with that litigation.

RELIEF REQUESTED

Claimant requested compensatory damages of \$41,397.53, plus interest and costs of seeking payment under the contract and costs of arbitration.

Respondent indicated it had ceased doing business and had withdrawn from the NASD.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent Sperber Adams purported to have filed a third-party claim in this matter. The panel ruled that such a claim is not part of this award as no proof of service was provided to the NASD.

Although Respondent Sperber Adams filed a submission agreement and responsive pleadings, and despite proper notification of the hearing, no one appeared at the hearing on behalf of Sperber Adams.

At hearing, Claimant agreed that the Award in this matter may be executed in either counterpart copies or that a handwritten, signed Award may be entered. In either case, Claimant has agreed to receive conformed copies of the Award while the original remains on file with the NASD.

AWARD

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

1. Respondent Sperber Adams & Company is liable for and shall pay to Claimant the sum of \$38,897.53 plus interest at 10% per annum from May 15, 1992 to February 4, 1994.
2. The parties shall each bear their respective costs, including attorney's fees.

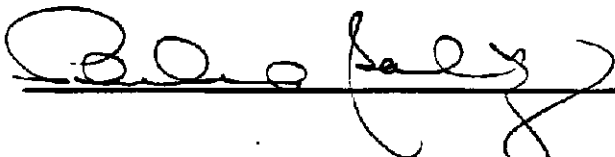
FORUM FEES

Pursuant to Section 44(c) of the Code of Arbitration Procedure, the NASD shall retain the \$400 non-refundable filing fee. The \$600 hearing session fee is to be retained as an assessment of forum fees for one session. Respondent Sperber Adams shall directly reimburse Claimant for the \$600 forum fee assessed above.

ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
Philip Saltz	Industry Chairperson
Andrew I. Sorensen	Industry Panelist
Robert Taylor	Industry panelist

Concurring Arbitrators' Signatures



Date of Decision: _____

Date Served: 03/21/94