

AWARD

NASD Regulation, Inc.

In the matter of the Arbitration Between

Name of Claimant(s)

Harry Jameson

Arbitration
No. 94-00455

Name of Respondent(s)

Thomas James Associates, Inc.
Barbara S. Miller
Michelle K. Reichert
Dave Kleber
Michael G. Gomez
James Villa

REPRESENTATION

For Claimant: Gene G. Harter, Esq., Los Angeles, California

For Respondents: Peter H. Abdella, Esq., Harter, Secrest & Emery,
Rochester, New York

CASE INFORMATION

Statement of Claim filed: April 15, 1994

Claimant's Submission Agreement signed: April 15, 1994

Joint Statement of Answer filed by Respondents: February 21, 1995

Respondent Thomas James Associates, Inc.'s Submission Agreement
signed: March 3, 1995

Respondents Barbara S. Miller, Michelle K. Reichert, Dave Kleber,
Michael G. Gomez and James Villa did not file Submission
Agreements. However, they are subject to National Association of

Securities Dealers, Inc. (NASD) jurisdiction in accordance with Section 10201 (formerly Section 8) of the NASD Code of Arbitration Procedure (Code).

HEARING INFORMATION

Pre-Hearing Conference Date(s)/Session(s):

February 1, 1995 (one session)

October 8, 1996 (one session)

Hearing Date(s)/Session(s): October 15, 1996 (two sessions)

October 16, 1996 (two sessions)

October 17, 1996 (two sessions)

December 16, 1996 (two sessions)

Hearing Location:

San Diego, California

CASE SUMMARY

Claimant alleged that in 1993 he was employed by Thomas James Associates, Inc. (Thomas James) as a Vice-President and institutional broker. Claimant further alleged that on August 3, 1993, without any advance notice, he was abruptly fired, and alleged that the Respondents prepared and filed a U-5 Uniform Termination Form (U-5) which falsely stated that Claimant had knowingly failed to abide by company procedures and management direction. Claimant further alleged that the U-5 prepared by the Respondents falsely states that at the time of Claimant's termination, Claimant was the subject of a pending FBI/SEC investigation concerning a venture known as Christiana Capital; and that contrary to what is stated in the U-5, Claimant always followed company procedures while employed at Thomas James, and was never the subject of an investigation by either the FBI or the SEC. Claimant further alleged that as a result of the untrue, defamatory statements made orally, in writing by the Respondents, and in the false U-5 prepared and distributed by the Respondents, Claimant has been unable to obtain employment in the securities field and has lost income of approximately \$200,000.00 per year based on Claimant's past earnings history.

Respondents denied any liability to Claimant and alleged the following affirmative defenses:

1. The NASD lacks jurisdiction to hear this Claim, and that the above-captioned dispute should be heard in a court of law in the State of New York;

2. The proper venue for this dispute is the State of New York;

3. Based upon the choice of law provision , New York law applies;

4. The Statement of Claim is based upon an employer/employee related dispute. At the time of the relevant conduct alleged in the Statement of Claim, the NASD Code did not require the arbitration of employment disputes;

5. The Claimant waived his right to arbitrate in his employment agreement with Thomas James. At the time of the waiver, there was no mandate directing the arbitration of an employment dispute;

6. Ms. Reichert and Ms. Miller are not "certain others" under the NASD Code and are not required to participate in this arbitration;

7. Claimant was an at-will employee who could be discharged for any reason;

8. Thomas James appropriately terminated Claimant based upon his failure to follow directions and instructions by Thomas James personnel;

9. The statements in the Form U-5 and the response to the California Employment Development Department were not clearly false and were not made with a willful or malicious intent to harm Claimant;

10. Claimant has released Thomas James and its employees from any and all claims arising out of statements made on the Form U-5;

11. Based upon Claimant's past employment history, the claim for lost earnings is unbelievable;

12. Claimant is not entitled to recover punitive damages or attorneys' fees; and

13. Any and all other defenses which have been alleged and described in Respondents' Statement of Answer.

RELIEF REQUESTED

Claimant requested:

1. An order striking false U-5 statements;
2. Lost earnings in the amount of \$4,400,000.00;
3. General damages in the amount of \$500,000.00;

4. Punitive damages in the amount of \$500,000.00; and
5. Reasonable attorneys' fees and costs.

Respondents requested that Claimant's Claim be dismissed in its entirety and requested costs and disbursements.

OTHER ISSUES CONSIDERED AND DECIDED

The parties have 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, the parties have agreed to receive conformed copies of the Award while the originals remain on file with the NASD.

AWARD

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

1. All claims by Claimant, including the claim for punitive damages, are dismissed.
2. The parties shall each bear their respective costs including attorney's fees.

FORUM FEES

Pursuant to Section 10205(c) (formerly Section 44) of the Code of Arbitration Procedure, the following forum fees are assessed: Forum fees shall be split between Claimant and Thomas James Associates, Inc. and are calculated as follows:

Two pre-hearing sessions @ \$300.00/session	=	\$ 600.00
Eight hearing sessions @ \$1,000.00/session	=	<u>\$8,000.00</u>
Total fees assessed	=	\$8,600.00
 Claimant's share (50%)	=	\$4,300.00
Balance due	=	\$4,300.00
 Thomas James' share (50%)	=	\$4,300.00
Balance due	=	\$4,300.00

Fees are payable to the National Association of Securities
Dealers, Inc.

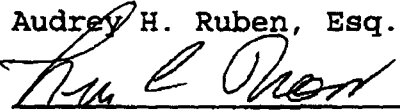
ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
James D. Knotter, Esq.	Public Arbitrator
Audrey H. Ruben, Esq.	Public Arbitrator
Lewis C. Brown	Industry Arbitrator

Concurring Arbitrators' Signatures

James D. Knotter, Esq.

Audrey H. Ruben, Esq.



Lewis C. Brown

Date of Decision: _____

Date served: 2/5/1997

Fees are payable to the National Association of Securities
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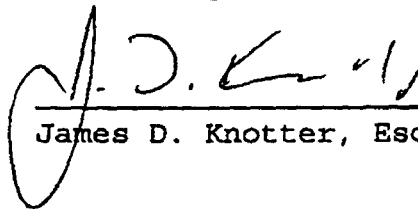
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Lewis C. Brown	Industry Arbitrator

Concurring Arbitrators' Signatures



James D. Knotter, Esq.

Audrey H. Ruben, Esq.

Lewis C. Brown

Date of Decision: 1/27/97

Date served: 2/5/1997