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NASD REGULATION, INC. AWARD

OFFICE OF DISPUTE RESOLUTION

In the Matter of the Arbitration Between

Name of Claimant

Allan Singer

95-05025

Names of Respondents

Harmonic Research
Mason Sexton

REPRESENTATION

For Claimant Allan Singer ("Claimant") appeared John F. Fox, Esq., a private practitioner with offices located in Totowa, New Jersey.

For Respondents Harmonic Research ("HR") and Mason Sexton ("Sexton"), hereinafter collectively referred to as "Respondents," appeared Leslie K. Case, Esq. of the firm Gersten, Savage, Kaplowitz & Curtin LLP located in New York, New York.

CASE INFORMATION

Claimant's Statement of Claim was filed on October 20, 1995. Claimant's Submission Agreement was signed on September 29, 1995.

Respondents filed a Joint Statement of Answer and Counterclaim on March 14, 1996. Respondent HR's Submission Agreement was signed on January 30, 1996. Respondent Sexton's Submission Agreement was signed on January 30, 1996.

HEARING INFORMATION

Pre-Hearing Conference:	January 2, 1997	-	One Session
Hearing Date/Sessions:	November 5, 1997	-	Two Sessions

The pre-hearing conference was held telephonically. The hearings were conducted at the offices of NASD Regulation, Inc., located in New York, New York.

CASE SUMMARY

Claimant asserted that on June 18, 1993, Claimant and Respondents entered into an agreement in which Claimant was entitled to an override on commissions paid into the Harmonic Research "Commission Pool." Claimant also asserted that on September 13, 1994, Claimant and Respondents

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entered into another agreement where Respondent Sexton set forth that he was holding various warrants in an account for Claimant. In the Statement of Claim, Claimant contended that the value of these warrants was unknown and that no statement was provided, nor did he receive compensation in regard to any of these items.

Respondents maintained that they satisfied all of their obligations to Claimant under the June 18, 1993, agreement and denied Claimant's allegations. Respondents also maintained that Claimant and Respondents entered into a verbal agreement in August 1994, in which Claimant received a larger percentage of gross commissions and would continue in the employment of Harmonic Research until June 1995. Respondents further maintained that the value due Claimant pursuant to the September 13, 1994, agreement was virtually zero and that the expense of delivering the warrants to Claimant would cost substantially more than the warrants are worth.

Respondents initiated a Counterclaim and alleged that Claimant breached the agreement of June 18, 1993, by not providing Respondent HR with adequate commissions. Respondents also alleged that Claimant breached his August 1994, oral agreement with Respondents when he terminated his employment in December 1994. Respondents further alleged that Claimant received a commission check from Whale Securities, in which he failed and refused to pay Respondent Sexton his 18% of commissions for the months of December 1994 and January, 1995.

In answer to the Counterclaim, Claimant alleged that the Respondent (Counterclaimant) was paid all the amounts due and owing to him. Claimant also alleged that he did not agree, orally or otherwise, to remain with Harmonic Research through June 1995, and, therefore, could not have breached the contract. Claimant further alleged that the commission checks received from Whale Securities were not produced by Claimant after he resigned from Harmonic Research, therefore, Respondents were not entitled to any percentage of commission checks payable after Claimant's resignation.

RELIEF REQUESTED

Claimant requested an accounting for commission and other compensation due payable.

Respondents requested that Claimant's claims be denied in their entirety and that they be granted attorneys' fees, costs and disbursements of defending this claim.

In the counterclaim, Respondents requested that the Statement of Claim be dismissed in its entirety against them and awarded reasonable costs, including attorneys' fees for defending this action, and such other and further relief as the forum deemed just and proper. Respondents also requested damages in the amount of \$24,633.57.

Claimant requested that the Counterclaim be denied in its entirety.

OTHER ISSUES CONSIDERED & DECIDED

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. In either case, the parties have agreed to receive conformed copies of the Award while the original remain 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. Claimant's claims are hereby dismissed in their entirety.
2. Respondent's counterclaims are hereby dismissed in their entirety.
3. Each party shall bear its own costs, including attorneys' fees.
4. All other requests for relief are hereby denied.

FORUM FEES

Pursuant to Rule 10205 of the Code of Arbitration Procedure, the following arbitrators have determined that NASD Regulation, Inc. shall retain the \$500.00 non-refundable filing fee previously submitted by the Claimant and the \$500.00 non-refundable filing fee previously submitted by the Respondent, and have assessed the following forum fees:

1 pre-hearing conference x \$300.00 = \$ 300.00

2 Hearing Sessions x \$600.00 = \$1,200.00

Total Forum Fees \$1,500.00

The arbitrators have determined that the Claimant and Respondent shall each pay one-half of the total forum fees assessed.

1. Claimant be and hereby is liable for the sum of \$750.00, representing one-half of the total forum fees assessed. Claimant previously deposited \$600.00 with NASD Regulation, and, therefore, Claimant shall pay the balance of \$150.00.
2. Respondents be and hereby are jointly and severally liable and shall pay the sum of \$750.00, representing one-half of the total forum fees assessed. Respondents were previously assessed a \$600.00 hearing session deposit this fee was not paid, therefore, Respondents shall pay to NASD Regulation, Inc., \$750.00.
3. Respondent Harmonic Research be and hereby is liable and shall pay the sum of \$500.00 for the counterclaim filing fee. Respondent Harmonic Research has not submitted the sum of \$500.00, therefore, owes the counterclaim filing fee.
4. Respondent Harmonic Research be and hereby is liable and shall pay the sum of \$200.00 for the Member Surcharge. Respondent Harmonic Research has not submitted the sum of \$200.00, and, therefore, does not owe the Member Surcharge.

Fees are payable to NASD Regulation, Inc.

ARBITRATORS' SIGNATURES

I, Louis H. Miron, Esq., 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.



Louis H. Miron, Esq.
Industry Chairperson

I, Karen M. Cullen, Esq., 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.

Karen M. Cullen, Esq.
Industry Panelist

I, Dale Berman, 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.

Dale Berman
Industry Panelist

Date of Decision: February 19, 1998

ARBITRATORS' SIGNATURES

I, Louis H. Miron, Esq., 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.

Louis H. Miron, Esq.
Industry Chairperson

I, Karen M. Cullen, Esq., 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.



Karen M. Cullen, Esq.
Industry Panelist

I, Dale Berman, 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.

Dale Berman
Industry Panelist

Date of Decision: February 19, 1998

ARBITRATORS' SIGNATURES

I, Louis H. Miron, Esq., 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.

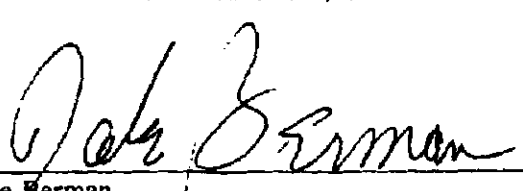
Louis H. Miron, Esq.
Industry Chairperson

I, Karen M. Cullen, Esq., 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.

Karen M. Cullen, Esq.
Industry Panelist

Karen M. Cullen, Esq.
Industry Panelist

I, Dale Berman, 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.



Dale Berman
Industry Panelist

Date of Decision: February 19, 1998