

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Richard A. Preisig, Jr. (Claimant) v. The Harriman Group, Inc. (Respondent)

Case Number: 95-05791

Hearing Site: New York, New York

Nature of the Dispute: Associated Person vs. Member.

REPRESENTATION OF PARTIES

Claimant Richard A. Preisig, Jr. ("Preisig") hereinafter referred to as "Claimant":
William S. Greenawalt, Esq., New York, NY, formerly of Loselle Greenawalt Kaplan
Blair & Adler, New York, NY. Previously represented by: Howard E. Greenberg, Esq.,
Greenberg & Halvorsen, Esqs., P.C., Hauppauge, NY.

Respondent The Harriman Group ("Harriman") hereinafter referred to as "Respondent":
Robert Krakow, Esq., New York, NY. Previously represented by: Leslie K. Case, Esq.,
Gersten, Savage, Kaplowitz & Curtin, LLP, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: December 6, 1995.

Reply of Claimant filed on or about: August 29, 1996.

Claimant signed the Uniform Submission Agreement: November 15, 1995.

Statement of Answer and Counterclaim filed by Respondent on or about: February 9,
1996.

Respondent signed the Uniform Submission Agreement: January 29, 1996.

CASE SUMMARY

Claimant asserted the following causes of action: failure to pay commissions owed; and
unjust enrichment.

Unless specifically admitted in his Reply, Claimant denied the allegations made in the
Statement of Answer and Counterclaim.

Unless specifically admitted in its Answer and Counterclaim, Respondent denied the
allegations made in the Statement of Claim and asserted various affirmative defenses. In its
Counterclaim, Respondent asserted the following cause of action: indemnification for
former customer complaints against him.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$35,000.00, together with interest from May 15, 1995; reasonable attorneys' fees and costs and disbursements of this action; and such other and further relief as deemed just, equitable, and proper.

Respondent requested damages in the amount of \$100,000.00 on its Counterclaim; that Claimant's claim should be denied in its entirety; that Harriman's Counterclaim be granted; attorneys' fees, costs and disbursements, as well as such other and further relief as the forum deems just and equitable.

OTHER ISSUES CONSIDERED AND DECIDED

NASD Dispute Resolution has been unable to schedule an initial pre-hearing conference since August 1997. Several attempts were made to contact Claimant's counsel asking him to advise NASD Dispute Resolution as to the status of this matter. To date, NASD Dispute Resolution has not received a response and the Panel has determined to dismiss this matter without prejudice for failure to prosecute.

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 and Claimant's lack of prosecution, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's claims are dismissed without prejudice in their entirety.
2. The Counterclaims of Respondent are dismissed without prejudice in their entirety.
3. Any and all relief not specifically addressed herein 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	= \$500.00
Counterclaim filing fee	= \$500.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. Accordingly, The Harriman Group, Inc. is a party.

Member surcharge = \$200.00

Fee Summary

1. Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 500.00
<u>Total Fees</u>	= \$ 500.00
<u>Less payments</u>	= \$1,100.00
<u>Refund Due to Claimant</u>	= \$ 600.00

2. Respondent is solely liable for:

<u>Counterclaim Filing Fee</u>	= \$ 500.00
<u>Member Fees</u>	= \$ 200.00
<u>Total Fees</u>	= \$ 700.00
<u>Less payments</u>	= \$1,300.00
<u>Refund Due to Respondent</u>	= \$ 600.00

NASD Dispute Resolution
Arbitration No. 95-05791
Award Page 4 of 4

ARBITRATION PANEL

Robert D. Herschman, Esq.	-	Public Arbitrator, Presiding Chair
William G. Binckes, Esq.	-	Public Arbitrator
Thomas Franko, Esq.	-	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, which is my award.

Robert D. Herschman, Esq.
Public Arbitrator, Presiding Chairperson

8/31/04
Signature Date

William G. Binckes, Esq.
Public Arbitrator

Signature Date

Thomas Franko, Esq.
Non-Public Arbitrator

Signature Date

September 15, 2004
Date of Service (For NASD Dispute Resolution use only)

NASD Dispute Resolution
Arbitration No. 95-05791
Award Page 4 of 4

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Robert D. Herschman, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



William G. Binckes, Esq.
Public Arbitrator

9/1/04

Signature Date

Thomas Franko, Esq.
Non-Public Arbitrator

Signature Date

September 15, 2004

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NASD Dispute Resolution
Arbitration No. 95-05791
Award Page 4 of 4

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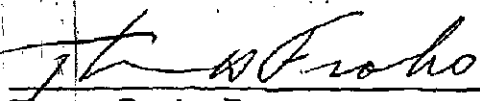
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Robert D. Herschman, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

William G. Binckes, Esq.
Public Arbitrator

Signature Date



Thomas Franko, Esq.
Non-Public Arbitrator

Aug 30, 2004

Signature Date

September 15, 2004
Date of Service (For NASD Dispute Resolution use only)