

NASD REGULATION, INC. AWARD

NASD REGULATION, INC.

In the Matter of the Arbitration Between

Name of Claimant

Harvey Doyle Seymour

96-04290

Name of Respondents

Sean Beard
Anthony Antonucci
Nationwide Securities, Inc.

REPRESENTATION

The claimant, Harvey Doyle Seymour, appeared Pro Se.

For Respondents Anthony Antonucci ("Antonucci") and Sean Beard ("Beard") appeared M. David Sayid, Esq. of Sayid & Associates, located in Hackensack, N.J.

Respondent Nationwide Securities, Inc. ("Nationwide") did not enter an appearance in this matter.

CASE INFORMATION

Statement of Claim filed: September 20, 1996.

Claimant's Submission Agreement signed on: September 20, 1996.

Joint Statement of Answer and Cross Claim filed by Respondents Antonucci and Beard on: December 17, 1996.

Respondent Antonucci's Submission Agreement signed on: December 17, 1996.

Respondent Beard's Submission Agreement signed on: December 17, 1996.

Respondent Nationwide did not file a Statement of Answer or an executed Submission Agreement.

HEARING INFORMATION

Hearing Date/Sessions: April 30, 1997 - 2 sessions

Hearing Location: The hearing was conducted at the Sheraton Hotel in Charlotte, N.C.

CASE SUMMARY

Claimant alleged that Antonucci, a representative of Nationwide, contacted him on July 17, 1995 and told him that he could purchase the stock of a company called Everything Seen on T.V. ("ESTV") for \$3.00 per share. Claimant further alleged that Antonucci told him that when ESTV went public on August 31, 1995 the stock would go up to \$5.00 or \$6.00 per share. Claimant contended that he agreed to purchase 1,000 shares of ESTV for \$3,000.00. Claimant further contended that, on September 6, 1995, Antonucci informed him that ESTV had not gone public on August 31, 1995 but that Kent Toys was going to buy out ESTV. Claimant further alleged that Antonucci convinced him to invest another \$3,000.00 in ESTV. Claimant asserted that he subsequently asked Antonucci to sell his ESTV shares and to send him a check, but Antonucci refused to execute the sale. Claimant further asserted that on November 8, 1995, Antonucci informed him that the acquisition by Kent Toys had not occurred and that he would receive his stock certificates in the mail in about two weeks. Claimant contended that he did not receive the stock certificates and, on November 20, 1995, he was informed that ESTV was filing for bankruptcy.

Respondents Antonucci and Beard maintained that on or about the beginning of June 1995, the Rochester, New York branch of Nationwide was informed by Kevin Williams, an officer of Nationwide, that Nationwide was acting as the Placement agent for a private offering of securities of an issuer called ESTV. Respondents further maintained that they were informed that the proceeds of the offering were being forwarded directly to ESTV through their agent, AA Capital Corp. Respondents contended that they were under the direct supervision of Nationwide and were told to sell shares of the private placement to their customers. Respondents further contended that they were warned not to contact the offices of the issuer. Respondents maintained that Nationwide should be held totally accountable to the claimant for lack of proper disclosure.

For his Counterclaim, respondent Antonucci alleged that, during November 1995, he was debited \$6,000.00, which was to be forwarded to claimant to cover his investment. Respondent Antonucci further alleged that Nationwide was supposed to forward the funds to claimant, but never did. Respondent Antonucci contended that Nationwide fraudulently, maliciously, and with deceit and deception, committed a larceny by trick against him.

RELIEF REQUESTED

Claimant requested: actual damages of \$6,000.00 and punitive damages of \$24,000.

Respondents Antonucci and Beard requested: that the Statement of Claim be denied in its entirety and that they be awarded costs, fees, expenses and reasonable attorneys' fees in an amount not less than \$10,000.00.

Respondent Antonucci requested an award of \$6,000.00 on his Counterclaim against Nationwide.

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.

Respondent Nationwide Securities, Inc. did not file a Statement of Answer or an executed Submission Agreement and did not appear at the hearing conducted in this matter. The arbitrator made the following rulings as to respondent Nationwide:

1. Pursuant to Rule 10101 of the NASD Regulation Code of Arbitration Procedure (the "Code"), the arbitrator found subject matter jurisdiction over this entire controversy and specifically as it related to respondent Nationwide.
2. The arbitrator found that respondent Nationwide was a member of the NASD at the time this controversy arose. Consequently, the arbitrator found personal jurisdiction over respondent Nationwide pursuant to Rule 10301 of the Code.
3. The arbitrator found that the Statement of Claim was properly served upon respondent Nationwide pursuant to Rule 10314 of the Code. Consequently, the arbitrator found that Nationwide was required to file with NASD Regulation a Statement of Answer and Submission Agreement pursuant to Rule 10314(b) of the Code.
4. In accordance with Rules 10310, 10315 and 10318 of the Code, the arbitrator found that respondent Nationwide was provided with "due notice" of the hearing in this matter. The arbitrator, therefore, determined to proceed with the hearing without respondent Nationwide whose absence was unexcused.

AWARD

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

1. Respondent Nationwide be and hereby is liable and shall pay to the claimant \$6,000.00.
2. All claims against respondents Antonucci and Beard be and hereby are denied.
3. Respondent Nationwide be and hereby is liable and shall pay to respondent Antonucci \$6,000.00.
4. Each party shall bear its respective costs, including attorney's fees.
5. All other claims be and hereby are denied.

FORUM FEES

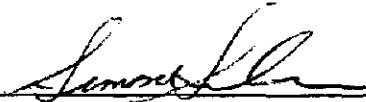
Pursuant to Rule 10332 of the Code of Arbitration Procedure, the arbitrator has determined that NASD Regulation shall retain the non-refundable filing fee deposited by the claimant and has assessed the following Forum Fee.

2 hearing sessions x \$300.00 = \$600.00

Respondent Nationwide be and hereby is liable and shall pay to NASD Regulation the sum of \$600.00 representing the total forum fees assessed.

Fees are payable to NASD Regulation, Inc.

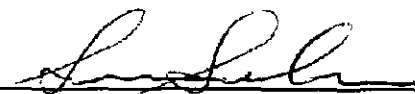
ARBITRATOR'S SIGNATURE



Simone Sicola

Date of Decision: June 9, 1997

I, Simone Sicola, do hereby affirm that this is my decision in the above captioned matter.



Simone Sicola