

Award
NASD Regulation, Inc.

In the Matter of the Arbitration Between:

Norman Steinberg (Claimant) vs. First Providence Financial Group, Inc., Dan Savery, and Robert DePalo, (Respondents)

Case Number: 99-00099

Hearing Site: New York, NY

REPRESENTATION OF PARTIES

Claimant, Norman Steinberg, hereinafter referred to as "Claimant": Randy S. Zelin, Esq., Blodnick, Gordon, Blodnick & Zelin, Jericho, NY.

Respondents, First Providence Financial Group, Inc. ("First Providence") and Dan Savery ("Savery"): Barry Lax, Esq., Goldstein & Digioia, LLP, New York, NY.

Respondent, Robert DePalo ("DePalo"): Evan Berger, Esq., Evan Berger & Associates, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: January 7, 1999.

Amended Statement of Claim filed on or about: July 1, 1999.

Claimant signed the Uniform Submission Agreement: February 2, 1999.

Statement of Answer filed by First Providence and Savery on or about: April 16, 1999.

First Providence signed the Uniform Submission Agreement: March 31, 1999.

Savery signed the Uniform Submission Agreement: March 30, 1999.

DePalo did not file an Answer or sign the Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: breach of employment contract; breach of oral employment contract; conspiracy to commit fraud; and, fraud.

Unless specifically admitted in its Answer, First Providence and Savery denied the allegations made in the Statement of Claim and asserted the following defenses: failure to state a claim upon which relief may be granted; First Providence was free to modify the oral agreement and Claimant was free to terminate employment; doctrine of unclean hands;

accord and satisfaction; damages contributed to, in whole or in part, by Claimant; the statute of limitations; and, Savery had no financial obligation or responsibility to Claimant.

RELIEF REQUESTED

Claimant requested:

Compensatory Damages	\$10,755.00
Punitive Damages	\$10,000.00

First Providence and Savery requested an award dismissing the Statement of Claim in its entirety with prejudice, plus costs, interest and such other relief as is deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

During the hearings in this matter, Claimant made a motion to withdraw his claims against Savery as a Respondent. After due consideration, the Arbitrator granted this Motion.

Respondent DePalo did not appear in-person at the hearing, but did appear telephonically as a witness.

Upon review of the file and the representations made on behalf of the Claimant(s), the undersigned arbitrator (the "Arbitrator") determined that Respondent DePalo has been properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without said Respondent present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

Respondent DePalo did not file with the NASD Regulation, Inc. Office of Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to the Code and is bound by the determination of the Arbitrator on all issues submitted.

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, the testimony and evidence presented at the hearing, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's claims be and hereby are denied in their entirety.

2. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Regulation, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim 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 persons at the time of the event giving rise to the dispute. In this matter, First Providence Financial Group, Inc. is a party.

Member surcharge = \$ 300.00

Forum Fees and Assessments

The Arbitrator assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) Pre-hearing sessions with a single arbitrator x \$300.00 = \$ 600.00

Pre-hearing conferences: January 18, 2000 1 session
 April 3, 2000 1 session

Two (2) Hearing sessions x \$300.00 = \$ 600.00

Hearing Date: April 5, 2000 2 sessions

Total Forum Fees = \$1,200.00

1. The Arbitrator has assessed \$600.00 of the forum fees against Claimant.
2. The Arbitrator has assessed \$600.00 of the forum fees against First Providence.

Fee Summary

1. Claimant be and hereby is solely liable for:

Initial Filing Fee = \$ 500.00

Forum Fees = \$ 600.00

Total Fees = \$1,100.00

Less payments = \$ 800.00

Balance Due NASD Regulation, Inc. = \$ 300.00

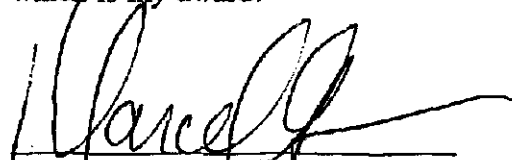
2. First Providence be and hereby is solely liable for:

Member Fees	= \$ 300.00
Forum Fees	= \$ 600.00
Total Fees	= \$ 900.00
Less payments	= \$ 300.00
Balance Due NASD Regulation, Inc.	= \$ 600.00

All balances are due and payable to NASD Regulation, Inc.

Arbitrator's Signature

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.



Marc R. Green, Esq.
Industry Arbitrator, Presiding Chair



Signature Date

May 11, 2000
Date of Service (For NASD office use only)