

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Alan A. Gray v. Howe, Solomon & Hall, Inc., Christopher J. Hall, and Ronald Solomon

Case Number: 99-00540

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant Alan A. Gray, hereinafter referred to as "Claimant": appeared *pro se*, Great Neck, NY.

Respondents Howe, Solomon & Hall, Inc. ("HSH"), Christopher J. Hall ("Hall"), and Ronald Solomon ("Solomon") hereinafter collectively referred to as "Respondents": Robert Ouriel, Esq., Law Offices of Robert Ouriel, Esq., New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: February 4, 1999.

Claimant signed the Uniform Submission Agreement: February 1, 1999.

Statement of Answer and Motion to Dismiss filed by Respondents on or about:
September 2, 1999.

Hall signed the Uniform Submission Agreement: August 31, 1999.

Solomon signed the Uniform Submission Agreement: September 13, 1999.

HSH signed the Uniform Submission Agreement: September 2, 1999.

CASE SUMMARY

Claimant asserted the following causes of action: breach of employment contract; failure to pay wages; and, failure to pay the New York Stock Exchange for a period of three years for the real time quote service to Claimant's Bloomberg terminal, in accordance with Claimant's agreement with HSH.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim.

RELIEF REQUESTED

Claimant requested:

1. Compensatory damages in the amount of \$248,000.00 for Respondents' breach of the original "Severance Agreement" and all the addenda;
2. Compensatory damages in the amount of \$25,000.00 for Respondents' breach of the "Letter Agreement" dated October 2, 1998;
3. Compensatory damages in the amount of \$30,361.06 for payment to Claimant for all wages and expenses due Claimant up to the date of his resignation;
4. Compensatory damages in the amount of \$2,271.60 as reimbursement for the monies deducted from his wages but not passed through to the New York Stock Exchange for the payment of real-time stock ticker service;
5. Unspecified punitive damages;
6. Interest from December 31, 1998; and
7. Costs.

Respondents requested that:

1. The claims against Hall and Solomon be dismissed in their entirety;
2. Should the panel find against any of the Respondents, the Award be specifically apportioned amongst the Respondents;
3. Claimant reimburse Hall and Solomon for their attorneys' fees and costs of responding to the statement of claim;
4. The claims against HSH also be dismissed in their entirety; and
5. The costs of any hearing not be held against Hall or Solomon.

OTHER ISSUES CONSIDERED AND DECIDED

Solomon did not attend the hearings in this matter, but was represented by Robert Ouriel, Esq. at the hearings.

During the hearing conducted on November 7, 2000, Respondents moved to dismiss all claims against Respondents Hall and Solomon. Prior to the panel issuing a ruling on this Motion, Claimant voluntarily stated that he did not oppose the Motion and that he was dismissing all claims against all of the Respondents. Claimant repeatedly stated on the record that he was acting voluntarily and with knowledge and understanding of the consequences of his dismissing the arbitration.

After Claimant determined to dismiss the claims in this arbitration, the issue of whether the case would be dismissed with or without prejudice was raised. This issue is addressed by the Panel in the "Award" section below.

After the hearings in this matter concluded, but before the arbitrators rendered this Award, Claimant retained an attorney, Sidney A Weisberg, Esq. a sole practitioner located in Great Neck, New York, to represent him in these proceedings.

Mr. Weisberg, on behalf of Claimant, submitted a post-hearing submission. Respondents objected to this submission. The post-hearing submission and objection were forwarded to the arbitrators in a sealed envelope and the arbitrators were requested to determine whether to accept the post-hearing submissions. The arbitrators determined to accept and consider Claimant's post-hearing submission and Respondents' objection thereto.

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 Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. The Statement of Claim is hereby dismissed in its entirety, without prejudice, against all Respondents.
2. Respondents' request for attorneys' fees is hereby denied.
3. Respondents' request for sanctions is hereby denied.
4. All other requests are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, 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 person at the time of the events giving rise to the dispute. In this matter, Howe, Solomon & Hall, Inc. is a party.

Member surcharge = \$1,500.00
Pre-hearing process fee = \$ 600.00
Hearing process fee = \$2,500.00

Adjournment Fees

Adjournments requested during these proceedings:

April 18-20, 2000, jointly requested by Claimant and Respondents:

Claimant = \$ 375.00
Respondents, jointly and severally = \$ 375.00

Forum Fees and Assessments

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

Three (3) Pre-hearing sessions with Panel x \$750.00 = \$2,250.00

Pre-hearing conference:	October 22, 1999	1 session
	November 18, 1999	1 session
	January 26, 2000	1 session

Five (5) Hearing sessions x \$750.00 = \$3,750.00

Hearing Dates:	November 1, 2000	2 sessions
	November 6, 2000	2 sessions
	November 7, 2000	1 session

Total Forum Fees = \$6,000.00

1. The Panel has assessed \$3,000.00 of the forum fees against Claimant.
2. The Panel has assessed \$3,000.00 of the forum fees against Respondents.

Fee Summary

Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$ 500.00
Adjournment Fee	= \$ 375.00
<u>Forum Fees</u>	<u>= \$3,000.00</u>
Total Fees	= \$3,875.00
<u>Less payments</u>	<u>= \$1,250.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$2,625.00

Respondent HSH be and hereby is solely liable for:

<u>Member Fees</u>	<u>= \$4,600.00</u>
Total Fees	= \$4,600.00
<u>Less payments</u>	<u>= \$3,100.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$1,500.00

Respondents be and hereby are jointly and severally liable for:

Adjournment Fee	= \$ 375.00
<u>Forum Fees</u>	<u>= \$3,000.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$3,375.00

All balances are due and payable to NASD Dispute Resolution, Inc.

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.



Louis H. Miron, Esq.
Industry Arbitrator, Presiding Chair

12-8-00
Signature Date

Daniel B. Berkson, Esq.
Industry Arbitrator

Signature Date

Eugene R. Cochrane
Industry Arbitrator

Signature Date

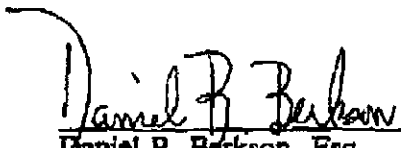
December 18, 2000
Date of Service (For NASD-DR office use only)

Concurring Arbitrators' Signatures

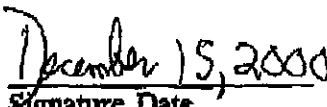
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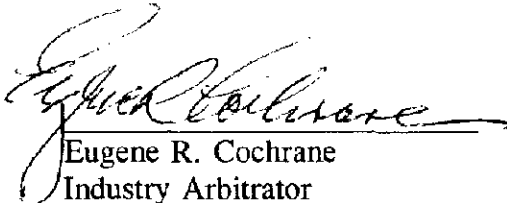
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