

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Bruce G. Heines, (Claimant) vs. Essex Corporation, Essex National Securities, Inc., Metro Agency, Inc., Frederick S. Nicholas, Craig McCulloch, Greenpoint Bank, Ramesh Shah, Lawrence Dorris, and Bharat Bhatt, (Respondents)

Case Number: 99-04979

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Bruce G. Heines, hereinafter referred to as "Claimant": Thomas Pietrantonio, Esq., Thomas Pietrantonio, P.C., Port Washington, NY.

Respondents, Essex Corporation ("Essex"), Essex National Securities, Inc. ("ENSI"), Metro Agency, Inc. ("Metro"), Frederick S. Nicholas ("Nicholas"), and Craig McCulloch ("McCulloch"): David Rabinowitz, Esq., Moses & Singer LLP, New York, NY.

Respondents, Greenpoint Bank ("Greenpoint"), Ramesh Shah ("Shah"), Lawrence Dorris ("Dorris"), and Bharat Bhatt ("Bhatt"): Roger H. Briton, Esq., Jackson, Lewis, Schnitzler & Krupman, Woodbury, NY.

CASE INFORMATION

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

Claimant signed the Uniform Submission Agreement: October 25, 1999.

Joint Statement of Answer filed by Essex, ENSI, Metro, Nicholas, and McCulloch on or about: March 7, 2000.

Essex signed the Uniform Submission Agreement: March 2, 2000.

ENSI signed the Uniform Submission Agreement: March 2, 2000.

Metro signed the Uniform Submission Agreement: March 2, 2000.

Nicholas signed the Uniform Submission Agreement: March 2, 2000.

McCulloch signed the Uniform Submission Agreement: March 3, 2000. †

Joint Statement of Answer filed by Greenpoint, Shah, Dorris, and Bhatt on or about: March 7, 2000.

Greenpoint signed the Uniform Submission Agreement: March 9, 2000.

Shah signed the Uniform Submission Agreement: March 9, 2000.

Dorris signed the Uniform Submission Agreement: March 15, 2000.

Bhatt signed the Uniform Submission Agreement: March 9, 2000.

CASE SUMMARY

Claimant asserted the following causes of action: age discrimination in violation of Federal, New York State, Nassau County, and New York City laws.

Unless specifically admitted in their Answer, Essex, ENSI, Metro, Nicholas, and McCulloch denied the allegations made in the Statement of Claim and asserted the following defenses: the Statement of Claim and each Count therein fails to state a claim upon which relief can be granted; the Statement of Claim and each Count therein is barred by the statute of limitations; Claimant's claims should be dismissed for failure to satisfy the jurisdictional prerequisites to suit; and the Statement of Claim and each Count therein is barred by the doctrines of laches and unclean hands.

Unless specifically admitted in their Answer, Greenpoint, Shah, Dorris, and Bhatt denied the allegations made in the Statement of Claim and asserted the following defenses: the Statement of Claim should be dismissed, in whole or in part, because it fails to state a claim upon which relief may be granted; the Statement of Claim and all claims for relief set forth therein should be dismissed because any actions undertaken by Greenpoint, Shah, Dorris, and Bhatt with respect to Claimant were undertaken for legitimate and nondiscriminatory business reasons and would have been taken regardless of any legally protected personal characteristic of Claimant; to the extent that Claimant failed to make good faith and diligent efforts to mitigate his purported damages and injuries, any relief awarded to Claimant should be diminished, in whole or in part; in the event that it is concluded that a prohibited factor motivated any acts alleged by Claimant, the same acts would have been undertaken even absent a discriminatory motive; since Claimant was not employed within the City of New York, Claimant's claims under the New York City Human Rights Law are barred; punitive damages are not available under the applicable Federal and New York State statutes upon which Claimant's claims are brought; Claimant should be denied relief pursuant to the doctrine of unclean hands; Claimant's claims should be dismissed to the extent that Claimant has not satisfied the jurisdictional prerequisites to suit; and Claimant's claims should be dismissed to the extent that they are barred by applicable statutes of limitations.

RELIEF REQUESTED

Claimant requested that the Panel:

1. Find and hold that Respondents' acts, policies, and practices complained of herein violated Claimant's rights as secured by the Age Discrimination Act of 1967, the New York State Human Rights Law, Nassau County Code, and New York City Human Rights Law by adversely affecting the terms, conditions, and privileges of his employment based upon his age;

2. Order Respondents to make Claimant whole by providing: (a) back pay with interest based on Claimant's appropriate compensation had he not been discriminated against; (b) compensatory damages including front-pay, reimbursement for lost pension, social security, experience, training opportunities, and other benefits in an amount to be shown at trial but believed to be not less than \$10,000,000.00;
3. Grant Claimant further compensatory damages for damage to his reputation and career, emotional pain, mental suffering, humiliation, inconvenience, mental anguish, and loss of enjoyment of life in an amount not less than \$5,000,000.00;
4. Grant Claimant punitive damages in an amount not less than \$20,000,000.00;
5. Grant Claimant liquidated damages for intentional discrimination;
6. Grant Claimant his attorneys' fees, costs, and disbursements; and
7. Grant such additional relief as is deemed just and proper.

Essex, ENSI, Metro, Nicholas, and McCulloch requested an Award dismissing the claims against them, and granting them their costs, disbursements, and such other relief as may be just.

Greenpoint, Shah, Dorris, and Bhatt requested an Award:

1. Dismissing Claimant's Statement of Claim and denying all claims for relief set forth therein; and
2. Granting them such other and further relief as the Panel may find to be just and proper, including attorneys' fees and costs.

OTHER ISSUES CONSIDERED AND DECIDED

During the hearings in this matter, Respondents made a motion to dismiss Claimant's claim for punitive damages. After due consideration, the Panel granted said motion.

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. Claimant's claims are hereby dismissed 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 Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 600.00
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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 events giving rise to the dispute. In this matter, Essex National Securities, Inc. is a party.

Member surcharge	= \$ 3,600.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$ 5,000.00

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:

One (1) Pre-hearing session with Panel x \$1,200.00	= \$ 1,200.00
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Pre-hearing conference:	October 18, 2000	1 session
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Sixteen (16) Hearing sessions x \$1,200.00	= \$19,200.00
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Hearing Dates:	March 28, 2001	2 sessions
	March 29, 2001	2 sessions
	April 3, 2001	2 sessions
	April 4, 2001	2 sessions
	April 10, 2001	2 sessions

	May 4, 2001	2 sessions	
	May 29, 2001	2 sessions	
	May 30, 2001	2 sessions	
<hr/> Total Forum Fees			= \$20,400.00

1. The Panel has assessed \$6,800.00 of the forum fees against Claimant.
2. The Panel has assessed \$6,800.00 of the forum fees jointly and severally against Essex, ENSI, Metro, Nicholas, and McCulloch.
3. The Panel has assessed \$6,800.00 of the forum fees jointly and severally against Greenpoint, Shah, Dorris, and Bhatt.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services including, but not limited to, additional copies of arbitrator awards beyond those provided without charge, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

1. Claimant, requested tapes, \$300.00.

Fee Summary

1. Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$ 600.00
Forum Fees	= \$6,800.00
<u>Administrative Costs</u>	<u>= \$ 300.00</u>
Total Fees	= \$7,700.00
<u>Less payments</u>	<u>= \$1,800.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$5,900.00

2. ENSI be and hereby is solely liable for:

<u>Member Fees</u>	<u>= \$9,200.00</u>
Total Fees	= \$9,200.00
<u>Less payments</u>	<u>= \$9,200.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

3. Essex, ENSI, Metro, Nicholas, and McCulloch be and hereby are jointly and severally liable for:

<u>Forum Fees</u>	= \$6,800.00
<u>Total Fees</u>	= \$6,800.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution, Inc.	= \$6,800.00

4. Greenpoint, Shah, Dorris, and Bhatt be and hereby are jointly and severally liable for:

<u>Forum Fees</u>	= \$6,800.00
<u>Total Fees</u>	= \$6,800.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution, Inc.	= \$6,800.00


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

ARBITRATION PANEL

Diane Ciccone, Esq.	-	Public Arbitrator, Presiding Chair
Joseph F. Lynch, Esq.	-	Public Arbitrator
Thomas Caiaffa	-	Industry 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.



Diane Ciccone, Esq.
Public Arbitrator, Presiding Chair



Signature Date

Joseph F. Lynch, Esq.
Public Arbitrator

Signature Date

Thomas Caiaffa
Industry Arbitrator

Signature Date

June 22, 2001
Date of Service (For NASD office use only)

ARBITRATION PANEL

Diane Ciccone, Esq.	-	Public Arbitrator, Presiding Chair
Joseph F. Lynch, Esq.	-	Public Arbitrator
Thomas Caiaffa	-	Industry Arbitrator

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Diane Ciccone, Esq.
Public Arbitrator, Presiding Chair

Signature Date



Joseph F. Lynch, Esq.
Public Arbitrator

6/11/01

Signature Date

Thomas Caiaffa
Industry Arbitrator

Signature Date

June 22, 2001

Date of Service (For NASD office use only)

ARBITRATION PANEL

Diane Ciccone, Esq.	-	Public Arbitrator, Presiding Chair
Joseph F. Lynch, Esq.	-	Public Arbitrator
Thomas Caiaffa	-	Industry Arbitrator

Concurring Arbitrators' Signatures

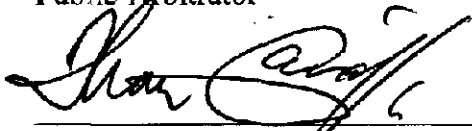
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Diane Ciccone, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Joseph F. Lynch, Esq.
Public Arbitrator

Signature Date



Thomas Caiaffa
Industry Arbitrator

6/13/01
Signature Date

June 22, 2001
Date of Service (For NASD office use only)