

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between

Names of Claimants

David Bradley
Blue Chip Cash Flow

Case No. 00-00444

Names of Respondents

First Liberty Investment Group, Inc.
Blake Lane
Christopher Clem
Eugene Stice

Hearing Site: Tampa, Florida

REPRESENTATION OF PARTIES

For David Bradley ("Bradley") and Blue Chip Cash Flow ("Blue Chip"), hereinafter collectively referred to as "Claimants": M. David Sayid, Esq. of Sayid and Associates LLP, New York, New York.

For Respondent First Liberty Investment Group, Inc. ("First Liberty"): Nicholas J. Guiliano, Attorney at Law, Philadelphia, Pennsylvania until his withdrawal as counsel on or about September 12, 2001. Thereafter, Respondent First Liberty was represented by Christian L. Eminente of First Liberty.

For Respondents Blake Lane ("Lane") and Christopher Clem ("Clem"): Nicholas J. Guiliano, Attorney at Law, Philadelphia, Pennsylvania.

Respondent Eugene Stice ("Stice") appeared pro se.

CASE INFORMATION

Statement of Claim filed on or about: January 30, 2000.

Amended Statement of Claim filed on or about: April 6, 2000.

Claimants signed the Uniform Submission Agreement: January 21, 2000.

Request to Dismiss, Answer and Counterclaim filed by Respondents First Liberty, Lane and Clem on or about: April 28, 2000.

Respondent First Liberty signed the Uniform Submission Agreement: April 28, 2000.

Respondent Clem signed the Uniform Submission Agreement: April 28, 2000.

Respondent Lane signed the Uniform Submission Agreement: April 28, 2000.

Respondent Stice did not file an executed Uniform Submission Agreement or Statement of Answer.

CASE SUMMARY

Claimants asserted the following causes of action: securities fraud; common law fraud; breach of fiduciary duty; breach of duty of good faith and fair dealing; negligence; rule violations; breach of contract; failure to supervise; respondeat superior; and state securities law violations. The causes of action relate to Claimants' investments in shares of America Online on margin, calls of Dell Computer and positions in bull put spreads.

Unless specifically admitted in their Answer, Respondents First Liberty, Lane and Clem denied the allegations made in the Statement of Claim and asserted various defenses. In addition, Respondent First Liberty asserted a counterclaim which alleged that Claimants have failed to pay the debit balance in the account.

RELIEF REQUESTED

Claimants requested compensatory damages of approximately \$125,000.00; exemplary damages in the amount of \$375,000.00 or such other amount as the Panel deemed fair; that the findings made upon the evidence adduced at the hearing of this matter be presented to the appropriate securities regulators; reasonable attorneys' fees in an amount to be determined by the Panel, but not less than \$25,000.00; the costs and expenses of this arbitration; and, such other and further relief as the Panel deemed just and proper.

Respondents First Liberty, Lane and Clem requested an award dismissing Claimants' Statement of Claim in its entirety; ordering Claimants to pay all hearing costs; an award of reasonable attorneys' fees and cost of suit; and, such other relief as the Panel determined to be just and fair. Further, Respondent First Liberty requested damages on its counterclaim in the sum of \$31,988.00 plus pre-award and post-award interest.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent Stice did not file with NASD Dispute Resolution, Inc. a properly executed submission to arbitration but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and is bound by the determination of the Panel on all issues submitted.

On or about April 6, 2000, Claimant informed NASD Dispute Resolution, Inc. that Respondent Stice was incorrectly named in this arbitration and as such, removed Respondent Stice as a party.

On or about October 18, 2001, the parties were directed to provide NASD Dispute Resolution, Inc., not later than October 31, 2001, with four sets of mutually agreed-upon dates to reschedule the evidentiary hearing which had been postponed. As the parties did not provide the aforementioned mutually agreed-upon dates, on or about November 27, 2001, pursuant to an order of the arbitration panel, the parties were again directed to provide NASD Dispute Resolution, Inc., not later than December 4, 2001, with four sets of mutually agreed-upon dates in January 2002, on or after, January 7, 2002, to reschedule the evidentiary hearing. On or about December 12, 2001, the arbitration panel issued an order which stated that because the parties did not provide the above-referenced mutually agreed-upon dates, the evidentiary hearing would commence on January 14, 2002. On or about December 20 and 21, 2001, Claimants filed a motion for an adjournment of the evidentiary hearing scheduled to commence on January 14, 2002. On or about January 8, 2002, the arbitration panel issued an order which stated that because of the several continuances that had been granted in the matter and the parties' inability to agree to hearing dates, the case was dismissed, without prejudice, pursuant to Rule 10305 of the Code. On or about January 9, 2002, Claimants filed a motion for reconsideration of the panel's January 8, 2002 order, a review of the facts of the instant arbitration and/or a motion for the panel to resign. On or about February 10, 2002, the arbitration panel issued an order which stated that, having previously dismissed the case without prejudice, the panel did not consider itself to have any continuing authority in the matter, and would not reconsider the order of January 8, 2002.

AWARD

After considering the pleadings and the complete record of this matter, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

Pursuant to Rule 10305 of the Code, the instant arbitration is dismissed, without prejudice.

All claims against Respondent Eugene Stice are dismissed, without prejudice.

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	= \$300.00
Counterclaim filing fee	= \$1,000.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. In this matter, the member firm 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 30, 2001 through May 4, 2001, Hearing Dates, adjournment by Claimants and Respondents First Liberty, Lane and Clem = \$562.50 Claimants, jointly and severally and \$562.50 Respondents First Liberty, Lane and Clem, jointly and severally.

October 1, 2001 through October 5, 2001, Hearing Dates, adjournment by Respondent First Liberty = \$1,125.00.

Forum Fees and Assessments

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

One Pre-hearing session with a single arbitrator x \$450.00	= \$450.00
Pre-hearing conference: April 4, 2001	1 session
Two Pre-hearing sessions with Panel x \$1,125.00	= \$2,250.00
Pre-hearing conferences: September 22, 2000	1 session
September 20, 2001	1 session

Total Forum Fees	= \$2,700.00
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The panel has assessed \$1,350.00 of the forum fees to Claimants, jointly and severally.

The panel has assessed \$1,350.00 of the forum fees to Respondents First Liberty, Lane and Clem, jointly and severally.

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.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimants be and hereby are jointly and severally liable for:

Initial Filing Fee	= \$300.00
Adjournment Fee	= \$562.50
Forum Fees	= \$1,350.00

Total Fees	= \$2,212.50
Less payments	= \$1,575.00

Balance Due NASD Dispute Resolution, Inc.	= \$637.50
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Respondent First Liberty be and hereby is solely liable for:

Filing Fee	= \$1,000.00
Member Fees	= \$4,600.00
Adjournment Fee	= \$1,125.00

Total Fees	= \$6,725.00
Less payments	= \$6,725.00

Balance Due NASD Dispute Resolution, Inc.	= \$0.00
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Respondents First Liberty, Lane and Clem be and hereby are jointly and severally liable for:

Adjournment Fee	= \$562.50
Forum Fees	= \$1,350.00

Total Fees	= \$1,912.50
Less payments	= \$75.00

Balance Due NASD Dispute Resolution, Inc.	= \$1,837.50
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All balances are due and payable to NASD Dispute Resolution, Inc. immediately upon receipt of the Award by the parties pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Franell Fedor, Esq.	-	Public Arbitrator, Presiding Chair
Geoffrey Paul Nuckolls, CPA	-	Public Arbitrator
Elijah D. Armstrong, Jr.	-	Non-Public Arbitrator

March 15, 2002
Date of Service (For NASD-Dispute Resolution office use only)

Concurring Arbitrators' Signatures



Franell Fedor, Esq.
Public Arbitrator, Presiding Chair

3/9/02

Signature Date

Geoffrey Paul Nuckolls, CPA
Public Arbitrator

Signature Date

Elijah D. Armstrong, Jr.
Non-Public Arbitrator

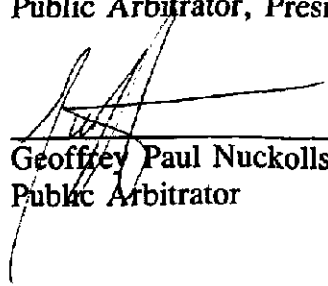
Signature Date

Date of Service (For NASD-Dispute Resolution office use only)

Concurring Arbitrators' Signatures

Franell Fedor, Esq.
Public Arbitrator, Presiding Chair

Signature Date



Geoffrey Paul Nuckolls, CPA
Public Arbitrator

3/16/02

Signature Date

Elijah D. Armstrong, Jr.
Non-Public Arbitrator

Signature Date

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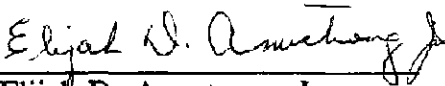
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Franell Fedor, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Geoffrey Paul Nuckolls, CPA
Public Arbitrator

Signature Date



Elijah D. Armstrong, Jr.
Non-Public Arbitrator



Signature Date

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