

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Estate of Gerard Walsh (Claimant) v. First Union Brokerage Services, LLC n/k/a Wachovia Securities, LLC (Respondent)

Case Number: 04-08161

Hearing Site: New York, New York

Nature of the Dispute: Customer vs. Member

REPRESENTATION OF PARTIES

Claimant Estate of Gerard Walsh ("Walsh") hereinafter referred to as "Claimant": Harry V. Osborne, II, Esq., Evans, Osborne & Kreizman, LLC, Ocean, NJ.

Respondent First Union Brokerage Services, LLC n/k/a Wachovia Securities, LLC ("First Union") hereinafter referred to as "Respondent": Beverly Jo Slaughter, Esq., Wachovia Securities, LLC, Richmond, VA.

CASE INFORMATION

Statement of Claim filed on or about: November 23, 2004.

Claimant signed the Uniform Submission Agreement: November 2, 2004.

Statement of Answer filed by Respondent on or about: February 11, 2005.

Respondent signed the Uniform Submission Agreement: February 11, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: negligence, failure to supervise, breach of fiduciary duty, unauthorized trading, suitability, churning and margin calls. The causes of action relate to bonds and highly speculative start-up stocks.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested: compensatory damages in the amount of \$110,643.78, costs, and attorneys' fees.

Respondent requested that the Panel find in its favor on all claims set forth in the Statement of Claim, dismiss the Statement of Claim in its entirety with prejudice and assess all forum fees and costs against Claimant.

OTHER ISSUES CONSIDERED AND 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.

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. Respondent is liable for and shall pay to Claimant compensatory damages in the amount of \$14,354.00.
2. Respondent is liable for and shall pay to Claimant \$300.00 to reimburse Claimant for the filing fee.
3. Any and all relief not specifically addressed herein, is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 300.00
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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 person at the time of the events giving rise to the dispute. Accordingly, First Union is a party.

Member surcharge	= \$ 1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 2,750.00

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A 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 @ \$1,125.00	= \$ 1,125.00
Pre-hearing conference: April 19, 2005 1 session	
Five (5) Hearing sessions @ \$1,125.00	= \$ 5,625.00
Hearing Dates: July 12, 2005 2 sessions	
July 13, 2005 2 sessions	
July 14, 2005 1 sessions	
Total Forum Fees	= \$ 6,750.00

1. The Panel has assessed \$6,750.00 of the forum fees to Respondent.

Fee Summary

1. Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 300.00
<u>Total Fees</u>	= \$ 300.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 300.00

2. Respondent is solely liable for:

Member Fees	= \$ 5,200.00
<u>Forum Fees</u>	= \$ 6,750.00
<u>Total Fees</u>	= \$11,950.00
<u>Less payments</u>	= \$ 5,200.00
Balance Due NASD Dispute Resolution	= \$ 6,750.00

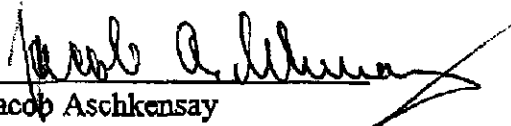
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Jacob Aschkensay	-	Public Arbitrator, Presiding Chairperson
Aaron Friedman	-	Public Arbitrator
Philip Rachmelowitz	-	Non-Public 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.



Jacob Aschkensay
Public Arbitrator, Presiding Chairperson

Aug 11, 2005

Signature Date

Aaron Friedman
Public Arbitrator

Signature Date

Philip Rachmelowitz
Non-Public Arbitrator

Signature Date

August 16, 2005

Date of Service (For NASD Dispute Resolution use only)

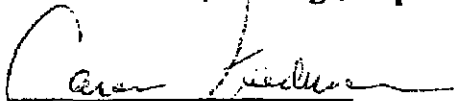
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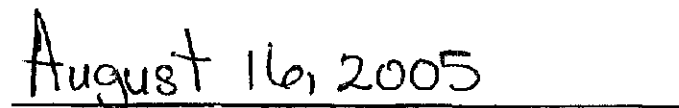
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