

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

93-01106

Arnold Stanton Lustig

Claimant

**AWARD
OF
ARBITRATORS**

vs.

Wheat First Securities, Inc.

James T. Donley, Jr.

Robert Kaveny

Respondent

The undersigned panel of three Arbitrators, sitting in Pittsburgh, Pennsylvania, heard the subject case in seven (7) sessions, consisting of two (2) sessions on Monday, February 14, 1994; two (2) sessions on Tuesday, February 15, 1994; and three (3) sessions on Thursday, February 24, 1994.

Claimant was represented by John F. Becker, Esq., Silkov and Love, Pittsburgh, PA. Respondents were represented by Jonathan M. Harris, Esq., Wheat First Securities, Inc., Richmond, VA.

The matter was submitted to Arbitration by Claimant's Uniform Submission Agreement dated March 15, 1993, and the Award was rendered in the matter as of the date set forth below.

Claimant alleged Respondent's were liable to him in the total amount of \$500,000 by reason of: (1) Respondents' having conspiratorially breached an alleged non-competition agreement by competing for Claimant's clients after Claimant had resigned from the firm, (2) tortiously interfering with Claimant's client relationships, (3) maliciously entering notice of a pending civil suit on Claimant's Form U-5 Uniform Termination Notice, (4) not paying Claimant all commissions due him through January 15, 1990, and (5) not honoring an alleged oral agreement to reimburse Claimant certain medical deductible expenses.

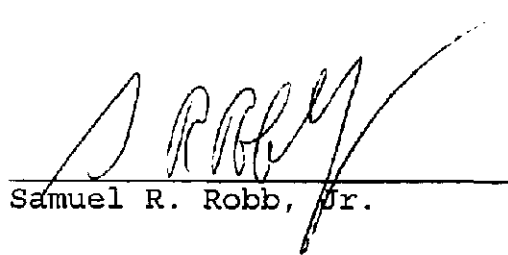
The Arbitrators unanimously find in favor of the Respondents on all claims. All NASD Arbitration costs shall be

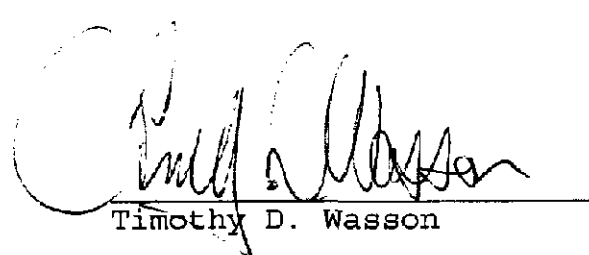
paid by Claimant. Respondents' shall be entitled to a return of all Respondents' NASD filing fees.

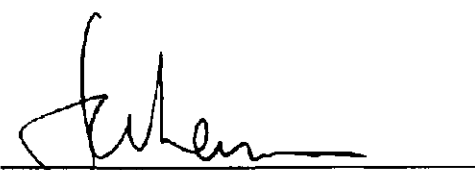
In the Arbitrators' opinion the preponderance of evidence submitted at the hearing substantiated that (1) no non-competition agreement existed as described by Claimant, (2) Respondents' did not tortiously interfere with Claimant's client relationships, (3) Respondent Wheat First did not maliciously file notice of a civil suit on Claimant's Form U-5, rather Wheat First was required to file notice of such suit and in the Arbitrators' opinion did it as benignly as possible, (4) all commissions owed were paid, and (5) no agreement reasonably existed wherein Respondents' agreed to reimburse Claimant's medical deductible expenses.

8TH

Signed and dated at Pittsburgh, Pennsylvania as of this day of March, 1994.


Samuel R. Robb, Jr.


Timothy D. Wasson


Jay W. Lewis, Chairperson

NASD DATE OF DECISION: May 11, 1994