

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimants

Charles and Maryann Ammon

95-03041

Name of Respondents

L.C. Wegard & Co., Inc.
Lawrence Weil

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on June 22, 1995, Claimants Charles and Maryann Ammon, through their representative, Roger E. Grimaldi, Esq. of Grimaldi, Haley & Frangiosa, P.C., in Willow Grove, PA., alleged that Respondents L.C. Wegard & Co., Inc. ("LCWC") and Lawrence Weil ("Weil"), knowingly and/or recklessly employed devices to defraud Claimants in connection with the purchase of shares in Primedex and Linkon Companies between November, 1992 and June, 1993. Claimants further alleged that Respondents violated Rule 10(b)-5 of the Exchange Act by engaging in acts which operated as a fraud upon the Claimants with regard to the purchase of securities. Claimants contended that Respondent LCWC was negligent in its control of Respondent Weil, and that both Respondents' actions constituted a wrongful combination or agreement to commit unlawful acts. Claimants further contended that Respondents breached their duty of ordinary care and the fiduciary duty owed to Claimants. Claimants alleged that as a result of the above, they have suffered a loss for which the Respondents should be held liable.

Respondents L.C. Wegard & Co., Inc. and Lawrence Weil, through their representative, and in-house counsel, William B. Erb, of LCWC, maintained that Claimants authorized and ratified all transactions undertaken on their behalf in the securities of Primedex and Linkon Companies. Respondents further maintained that they made no misrepresentation or omission in connection with the sale of securities. Respondents contended that they were at all times in compliance with all relevant statutes, including Rule 10(b)-5 of the Exchange Act. Respondents further contended that all times they maintained both their duty of ordinary care and fiduciary duty toward the Claimants in connection with all proposed investments. As a result of the above, Respondents maintained that they should not be held liable.

RELIEF REQUESTED

Claimants Charles and Maryann Ammon, requested \$10,000.00 in actual damages.

Respondents L.C. Wegard & Co., Inc. and Lawrence Weil, requested that the claims of the Claimants be dismissed.

AWARD

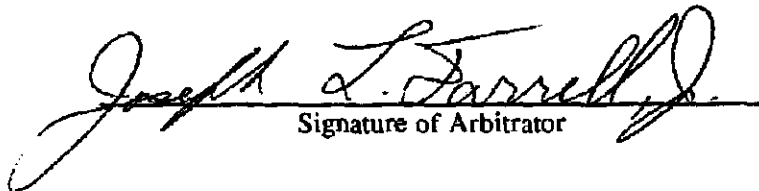
Pursuant to Section 13 of the NASD, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Joseph L. Farrell, Jr., Esq., was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimants Charles and Maryann Ammon, on June 16, 1995, and by the Respondent L.C. Wegard & Co., Inc., on September 25, 1995, and by Respondent Lawrence Weil, on September 22, 1995.

And, the Arbitrator, having considered the proof of the parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. The claims of the Claimants, Charles and Maryann Ammon, against the Respondents L.C. Wegard & Co., Inc. and Lawrence Weil, are dismissed in their entirety.
2. The parties shall bear their respective costs.
3. The \$150.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimants Charles and Maryann Ammon, shall be retained by the NASD, Inc.

AFFIRMATION

I, JOSEPH L. FARRELL, JR., ESQ., do hereby affirm upon my oath as arbitrator that I am the individual described herein and who executed this instrument, which is my oath and award.


Signature of Arbitrator

DATE OF DECISION: January 22, 1996