

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between

Name of Claimant

William C. Norcross

Case No. 98-03915

Name of Respondents

A.S. Goldmen & Company, Inc.
Robert A. DiMinico
Joseph W. Donohue, Jr.

REPRESENTATION OF PARTIES

Claimant, William C. Norcross ("Claimant") was represented by Kimberly A. Hendrix, Esq., of the law firm of Stradley Ronon Stevens & Young, LLP, Philadelphia, PA.

Robert A. DiMinico ("DiMinico") and Joseph W. Donohue, Jr. ("Donohue") were represented by: Eric S. Hutner, Esq. of the Law Offices of Eric S. Hutner & Associates, New York, NY.

Respondents, A.S. Goldmen & Co. ("ASG") was not represented at the hearing.

CASE INFORMATION

Statement of Claim filed on or about: October 14, 1998

First Amended Statement of Claim filed on or about: November 5, 1998

Claimant signed the Uniform Submission Agreement: November 2, 1998

Statement of Answer filed by ASG on or about: February 26, 1999

ASG's Uniform Submission Agreement was executed by Stuart Winkler, Vice President of A.S. Goldmen, Inc. on: January 21, 1999

Joint Statement of Statement of Answer filed by Respondents DiMinico and Donohue on: March 30, 1999

DiMinico signed his Uniform Submission Agreement on: March 30, 1999

Donohue signed his Uniform Submission Agreement on: March 22, 1999

CASE SUMMARY

Claimant asserted the following causes of action: fraud; violation of the state and federal securities laws, including Pennsylvania's Unfair Trade Practices and Consumer Protection Law ("UTPCPL") and the common law of Pennsylvania; breach of fiduciary duty; and failure to disclose material facts. The causes of action relate to the alleged fraudulent practices used by Respondents ASG, DiMinico and Donohue (collectively referred to as "Respondents") to induce Claimant to invest in a company known as Primary Care Clinics of America.

Unless specifically admitted in its Answer, DiMinico and Donohue denied the allegations made in the Statement of Claim and asserted the following defenses: Claimant's claim is barred by the doctrine of laches and all applicable statutes of limitations; Claimant's losses were attributable, in large part, to Claimant's independent investment decisions; the NASD Rule of Fair Practices does not provide a private right of action; to the extent damages were suffered by Claimant, the damages were the result of acts by others whom DiMinico and Donohue had no control over; and the UTPCPL does not apply under the terms of the Customer Agreement signed by Claimant.

Unless specifically admitted in its Answer, ASG denied the allegations made in the Statement of Claim and asserted the following defenses: Claimant failed to state a cause of action upon which relief may be granted; Claimant failed to timely object to any of the transactions of which he complains constitutes a ratification of these transactions and a waiver or estoppel; Claimant's claim is barred by the doctrine of laches; Claimant's claim is barred by all applicable statutes of limitations; Claimant failed to mitigate his damages; Claimant assumed the risks related to his investment; Claimant's losses were due to his own conduct; any and all losses were due to market conditions and/or fluctuations normally associated with investments in the securities markets.

RELIEF REQUESTED

Claimant, in his pleading, requested damages in the amount of \$600,000 representing treble damages for his losses. Claimant also requested such recovery and counsel fees and costs he has incurred in pursuing this action under Pennsylvania's UTPCPL. Claimant also requested an award for the lost investment opportunity on Claimant's funds from June 1994 to the present.

DiMinico and Donohue requested that the Statement of Claim be dismissed in its entirety and that they be awarded the costs and disbursement of this action, including attorneys' fees, and other relief the arbitration panel deems just and proper.

ASG requested that Claimant's claims for relief against it be denied; and that the panel Award ASG its costs and disbursements; including reasonable attorneys' fees incurred by ASG.

OTHER ISSUES CONSIDERED AND DECIDED

ASG filed with the NASD Dispute Resolution, Inc. a properly executed submission to arbitration and filed a Statement of Answer but failed to appear at hearing. Having answered the claim and filing a Uniform Submission Agreement, the panel has determined that ASG is bound by the determination of the panel on all issues submitted.

ASG in its answer alleged a cross claim against Donohue; however, ASG did not pay the fees associated with the cross claim so that the cross claim was not considered by the arbitrators.

Respondent DiMinico made a request to testify by telephone which was granted by the panel.

The parties in attendance at the hearing 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. That A.S. Golden & Co., Inc. is liable to Claimant and shall pay to Claimant the sum of \$292,322.21; plus interest at the judgment rate in Pennsylvania from January 4, 2001 until the date this award is paid.

2. That Claimant's claim against Respondents DiMinico and Donohue is denied in its entirety.
3. That any and all claims for exemplary damages is denied in its entirety.
4. That the parties shall bear their own costs and attorneys' fees, except as Fees are specifically addressed below.
5. Any and all claims for relief not specifically addressed are denied in their entirety.

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 = \$ 250

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 event(s) giving rise to the dispute. In this matter, the member ~~firm~~ is a party.

Member surcharge = \$2,000

Adjournment Fees

Adjournments requested during these proceedings:

Hearing Dates of March 30 and 31, 2000, adjournment by DiMinico = \$1,000

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 \$1,000 = \$1,000
Pre-hearing conference: October 13, 1999, 1 session

Two (2) Hearing sessions x \$1,000 = \$2,000
Hearing Date: January 4, 2001, 2 sessions

Total Forum Fees = \$3,000

The Panel has assessed forum fees to the parties as follows:

1. Claimant is assessed forum fees in the amount of \$900.
2. DiMinico is assessed forum fees in the amount of \$900.
3. ASG is assessed forum fees in the amount of \$600.
4. Donohue is assessed forum fees in the amount of \$600.

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.

DiMinico, requested permission to testify by telephone and was charge for the speaker phone.

1. Telephone Charge to DiMinico = \$ 96.30

Fee Summary

Claimant was assessed the following fees:

Initial Filing Fee	= \$ 250
<u>Forum Fees</u>	= \$ 900
Total Fees	= \$1,150
<u>Less payments</u>	= \$1,250
Refund due to Claimant	= \$ 100

DiMinico is assessed the following fees:

Adjournment Fee	= \$1,000
Forum Fees	= \$ 900
<u>Administrative Costs</u>	= \$ 96.30
Total Fees	= \$1,996.30
<u>Less payments</u>	= 0.00
Balance Due NASD Dispute Resolution, Inc.	= \$1,996.30

Donohue is assessed the following fees:

<u>Forum Fees</u>	= \$ 600
Total Fees	= \$ 600
<u>Less payments</u>	= \$ 0
Balance Due NASD Dispute Resolution, Inc.	= \$ 600

ASG is assessed the following fees:

Member Fees	= \$2,000
<u>Forum Fees</u>	= \$ 600
Total Fees	= \$2,600
<u>Less payments</u>	= \$2,000
Balance Due NASD Dispute Resolution, Inc.	= \$ 600

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

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Concurring Arbitrators' Signatures

Barry M. Weinberg, Chairperson
Public Arbitrator

Signature Date

William A. Kelley, Jr., Panelist
Public Arbitrator

Signature Date


Ronnie Edward Nichols, Panelist
Son Public Arbitrator

Signature Date

February 15, 2001
Date of Service (For NASD-DR office use only)

2-12-2001

Signature Date

Ronnie Edward Nichols, Panelist
Son Public Arbitrator

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Concurring Arbitrators' Signatures

Barry M. Weinberg, Chairperson
Public Arbitrator

Signature Date



William A. Kelley, Jr., Panelist
Public Arbitrator

6 FEB 2001

Signature Date

Ronnie Edward Nichols, Panelist
Non Public Arbitrator

Signature Date

February 15, 2001
Date of Service (For NASD-DR office use only)