

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

The Golden, Lender Financial Group, Inc., (Claimant) vs. Leon Jack Vinokur, (Respondent)

Case Number: 99-02204

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, The Golden, Lender Financial Group, Inc., hereinafter referred to as "Claimant": Foster J. Gibbons, Esq., General Counsel, The Golden, Lender Financial Group, Inc., New York, NY.

Respondent, Leon Jack Vinokur, hereinafter referred to as "Respondent": Brad S. Maistrow, Esq., Meyers & Maistrow, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: May 12, 1999.

Claimant signed the Uniform Submission Agreement: May 12, 1999.

Statement of Answer filed by Respondent on or about: September 14, 1999.

Respondent signed the Uniform Submission Agreement: September 23, 1999.

CASE SUMMARY

Claimant asserted the following causes of action: unfair competition; tortious and intentional interference with business relationships; breach of non-compete agreement; and false and/or misleading statements.

Unless specifically admitted in his Answer, Respondent denied the allegations made in the Statement of Claim and asserted the following defenses: Respondent never attempted to recruit any of Claimant's employees; only one of Claimant's employees ever worked for Respondent, and that employee sought out Respondent of his own volition; Respondent never solicited any of Claimant's customer accounts; Respondent refused to do business with customers once he learned that those customers had accounts with Claimant; Respondent never even solicited the accounts that he had brought with him although it would have been entirely within his rights to do so; truth is an absolute defense to a claim of defamation; and Respondent has never published disparaging statements to customers, prospective customers, and employees of Claimant.

RELIEF REQUESTED

Claimant requested compensatory damages in the approximate amount of \$250,000.00, plus interest, costs, and attorneys' fees.

Respondent requested that the Statement of Claim be dismissed, and that he be awarded the costs and attorneys' fees incurred by him in this matter.

OTHER ISSUES CONSIDERED AND DECIDED

Claimant did not appear at the initial pre-hearing conference scheduled in this matter, although the Panel determined that Claimant had received due notice of said pre-hearing conference. Accordingly, the Panel decided to dismiss Claimant's claim in its entirety, with prejudice.

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, and Claimant's failure to appear at the initial pre-hearing conference in this matter, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's claim is hereby dismissed in its entirety, with prejudice.
2. All other requests for relief are hereby denied.

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	= \$1,000.00
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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. In this matter, The Golden, Lender Financial Group, Inc. is a party.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 600.00

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 \$1,125.00	= \$1,125.00
Pre-hearing conference: November 6, 2000 1 session	
Total Forum Fees	= \$1,125.00

The Panel has assessed all of the forum fees against Claimant.

Fee Summary


1. Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$1,000.00
Member Fees	= \$2,100.00
Forum Fees	= \$1,125.00
Total Fees	= \$4,225.00
Less payments	= \$2,125.00
Balance Due NASD Dispute Resolution, Inc.	= \$2,100.00

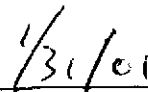
All balances are due and payable to NASD Dispute Resolution, Inc.

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.



Larry Kars, Esq.
Public Arbitrator, Presiding Chair



Signature Date

Eva Lee Lichtenberg, Esq.
Public Arbitrator

Signature Date

Roy D. Budd
Industry Arbitrator

Signature Date

February 16, 2001
Date of Service (For NASD office use only)

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Signature Date

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Public Arbitrator

Signature Date


Roy D. Budd
Industry Arbitrator

1-31-01
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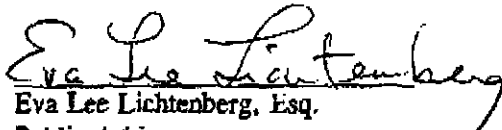
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Larry Kars, Esq.
Public Arbitrator, Presiding Chair

Signature Date



Eva Lee Lichtenberg, Esq.
Public Arbitrator

2/15/2001

Signature Date

Roy D. Budd
Industry Arbitrator

Signature Date

February 16, 2001
Date of Service (For NASD office use only)