

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Impact Trading, LLC, (Claimant) vs. Investment Services Capital Corp., Jeffrey Tognetti, and
Nicholas Piazza, (Respondents)

Case Number: 00-05660

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Impact Trading, LLC, hereinafter referred to as "Claimant": John E. Lawlor, Esq.,
a sole practitioner, Mineola, NY.

Respondents, Investment Services Capital Corp. ("ISCC"), Jeffrey Tognetti ("Tognetti"), and
Nicholas Piazza ("Piazza"), hereinafter collectively referred to as "Respondents": Dan A.
Druz, Esq., a sole practitioner, Manasquan, NJ.

CASE INFORMATION

Statement of Claim filed on or about: December 20, 2000.

Reply to Counterclaim filed by Claimant on or about: May 4, 2001.

Response to Motion to Dismiss filed by Claimant on or about: May 24, 2000.

Claimant signed the Uniform Submission Agreement: December 13, 2000.

Joint Statement of Answer filed by Respondents on or about: April 9, 2001.

Counterclaim filed by ISCC on or about: April 9, 2001.

Motion to Dismiss filed by Tognetti and Piazza on or about: April 9, 2001.

ISCC did not sign a Uniform Submission Agreement.

Tognetti did not sign a Uniform Submission Agreement.

Piazza did not sign a Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: breach of contract; account stated; wrongful
assessment of commissions fees; and unjust enrichment.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted the following defenses: the Statement of Claim fails to state any factual allegations of wrongdoing against Respondents Tognetti and Piazza; no legal theory has been advanced that could be supported as against Respondents Tognetti and Piazza; and neither Tognetti nor Piazza were parties to the contract in dispute.

In its Counterclaim, ISCC asserted the following causes of action: violations of SEC regulations and NASD Rules; diversion of ISCC's corporate economic opportunity; and utilization of ISCC's execution services under false pretenses.

Unless specifically admitted in its Reply, Claimant denied the allegations made in the Counterclaim.

RELIEF REQUESTED

Claimant requested an Award as follows:

- a. On the First Cause of Action, compensatory damages in the amount of \$40,166.00, with interest from September 1998;
- b. On the Second Cause of Action, compensatory damages in the amount of \$40,166.00, with interest from September 1998;
- c. On the Third Cause of Action, compensatory damages in the amount of \$16,726.00, with interest from September 1998;
- d. On the Fourth Cause of Action, compensatory damages in the amount of \$40,166.00, with interest from September 1998;
- e. The costs and disbursements of this action, including reasonable attorneys' fees; and
- f. Such other and further relief as to the Panel may seem just and proper under the circumstances.

Respondents requested that the Statement of Claim be dismissed in its entirety, with costs, including legal fees, for judgement on ISCC's Counterclaim, and for further relief as the Panel deems appropriate, but in any event no less than \$25,000.00.

OTHER ISSUES CONSIDERED AND DECIDED

The Panel granted Tognetti and Piazza's Motion to Dismiss after Claimant completed its case at the hearing.

ISCC, Tognetti, and Piazza did not file with NASD Dispute Resolution, Inc. properly executed submissions to arbitration but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure and, having answered the claim, appeared and testified at the hearing, are bound by the determination of the Panel on all issues submitted.

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. ISCC be and hereby is solely liable for and shall pay to Claimant the sum of \$23,440.00 as compensatory damages, plus interest at the rate of 9% accruing from January 1, 1999 until paid.
2. ISCC's Counterclaim is hereby dismissed in its entirety.
3. 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	= \$ 225.00
Counterclaim filing fee	= \$ 750.00

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, Investment Services Capital Corp. is a party.

Member surcharge	= \$1,000.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$1,500.00

Adjournment Fees

Adjournments requested during these proceedings:

March 5, 6 & 7, 2002, adjournment by Respondents = WAIVED

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 \$750.00	= \$ 750.00
Pre-hearing conference: August 10, 2001	1 session
Four (4) Hearing sessions x \$750.00	= \$3,000.00
Hearing Dates: March 19, 2002	2 sessions
March 20, 2002	2 sessions
Total Forum Fees	= \$3,750.00

1. The Panel has assessed \$1,875.00 of the forum fees against Claimant.
2. The Panel has assessed \$1,875.00 of the forum fees against ISCC.

Fee Summary

1. Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$ 225.00
<u>Forum Fees</u>	= <u>\$1,875.00</u>
Total Fees	= \$2,100.00
<u>Less payments</u>	= <u>\$ 975.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$1,125.00

2. ISCC be and hereby is solely liable for:

Counterclaim Filing Fee	= \$ 750.00
Member Fees	= \$3,100.00
<u>Forum Fees</u>	<u>= \$1,875.00</u>
Total Fees	= \$5,725.00
<u>Less payments</u>	<u>= \$1,600.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$4,125.00


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


ARBITRATION PANEL

Gloria Messinger, Esq.	-	Public Arbitrator, Presiding Chair
Harold S. Gelb, CPA	-	Public Arbitrator
John S. McNulty	-	Industry 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.


Gloria Messinger, Esq.
Public Arbitrator, Presiding Chair


Signature Date

Harold S. Gelb, CPA
Public Arbitrator

Signature Date

John S. McNulty
Industry Arbitrator

Signature Date

April 9, 2002
Date of Service (For NASD office use only)

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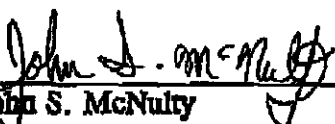
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