

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Stanley Peskin, Beth Peskin, Alan Schultz, Edith Schultz, and the Milton Schultz Trust,
(Claimants) vs. Marc A. Cantelmo and J. Donald Kinsella, (Respondents)

Case Number: 01-01830

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimants, Stanley Peskin ("S. Peskin"), Beth Peskin ("B. Peskin"), Alan Schultz ("A. Schultz"), Edith Schultz ("E. Schultz"), and the Milton Schultz Trust ("Schultz Trust"), hereinafter collectively referred to as "Claimants": Stanley Peskin, Roseland, NJ. Previously represented by: Timothy C. Karen, Esq., Law Offices of Timothy C. Karen, Del Mar, CA.

Respondent, Marc A. Cantelmo ("Cantelmo"), appeared *pro se*.

Respondent, J. Donald Kinsella ("Kinsella"), appeared *pro se*.

CASE INFORMATION

Statement of Claim filed on or about: April 2, 2001.

S. Peskin signed the Uniform Submission Agreement: August 27, 1998.

B. Peskin signed the Uniform Submission Agreement: August 27, 1998.

A. Schultz signed the Uniform Submission Agreement: August 24, 1998.

E. Schultz signed the Uniform Submission Agreement: August 27, 1998.

Schultz Trust signed the Uniform Submission Agreement: August 27, 1998.

Statement of Answer filed by Cantelmo on or about: January 25, 2002.

Cantelmo did not sign a Uniform Submission Agreement.

Statement of Answer filed by Kinsella on or about: May 18, 2001.

Kinsella signed the Uniform Submission Agreement: June 6, 2001.

CASE SUMMARY

Claimants asserted the following causes of action: violations of the Securities Act and the Exchange Act; controlling person liability; actual and constructive fraud; breach of fiduciary duty; personal and ordinary negligence; breach of written contract; and violation of State Blue Sky and Consumer Protection or Anti-Fraud Legislation. Claimants' claim involved securities issued by The Bennett Funding Group, Inc. ("Bennett").

Unless specifically admitted in his Answer, Cantelmo denied the allegations made in the Statement of Claim and asserted the following defenses: Cantelmo was never Claimants' broker; Cantelmo never solicited any type of investment to Claimants; and Cantelmo never instructed or directed Claimants to purchase any Bennett investment at any time.

Unless specifically admitted in his Answer, Kinsella denied the allegations made in the Statement of Claim and asserted the following defenses: the only reason that Kinsella has been named as a Respondent is because he held a General Securities Principal license through Jameson, Dewitt & Assoc. Inc. ("JDA"); Kinsella was not at any time a control person, director, or shareholder of JDA and did not establish policy relating to JDA's corporate matters and product sales; Claimants were never clients of JDA and never transacted any business through JDA; Kinsella had no authority over any outside sales personnel of JDA; and Kinsella never met, spoke to, or had any dealings whatsoever with Claimants.

RELIEF REQUESTED

Claimants requested:

- a. Actual economic damages, together with punitive, general, special, compensatory, incidental, and consequential damages in the amount of \$266,014.00, plus interest at the legal rate, according to proof;
- b. Costs of arbitration, including attorneys' fees; and
- c. Such other and further relief as the Panel deems proper.

Cantelmo requested that he be dismissed from this arbitration.

Kinsella requested that he be dismissed from this arbitration.

OTHER ISSUES CONSIDERED AND DECIDED

Claimant Stanley Peskin appeared at the hearing in this matter as the representative for himself, B. Peskin, A. Schultz, E. Schultz, and the Schultz Trust. None of the other Claimants appeared. The Panel determined that all Claimants received due notice of the hearing, and that arbitration of the matter would proceed without said Claimants present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

The Panel granted Cantelmo's request to appear at the hearing via telephone.

Cantelmo did not file with NASD Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure and, having answered the claim, appeared and testified at the hearing, is 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. Claimants' claims are hereby dismissed in their entirety.
2. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 200.00
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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: October 24, 2001 1 session	
Two (2) Hearing sessions x \$750.00	= \$1,500.00
Hearing Date: July 23, 2002 2 sessions	
Total Forum Fees	= \$2,250.00

1. The Panel has assessed \$1,125.00 of the forum fees jointly and severally against Claimants.
2. The Panel has assessed \$562.50 of the forum fees against Cantelmo.
3. The Panel has assessed \$562.50 of the forum fees against Kinsella.

Fee Summary

1. Claimants be and hereby are jointly and severally liable for:

Initial Filing Fee	= \$ 200.00
Forum Fees	= \$1,125.00
Total Fees	= \$1,325.00
Less payments	= \$ 950.00
Balance Due NASD Dispute Resolution	= \$ 375.00
2. Cantelmo be and hereby is solely liable for:

Forum Fees	= \$ 562.50
Total Fees	= \$ 562.50
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 562.50
3. Kinsella be and hereby is solely liable for:

Forum Fees	= \$ 562.50
Total Fees	= \$ 562.50
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 562.50

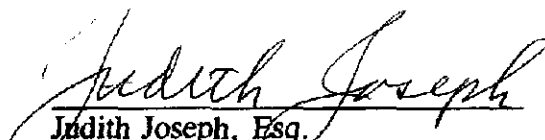
All balances are payable to NASD Dispute Resolution, and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Judith Joseph, Esq.	-	Public Arbitrator, Presiding Chair
Donald Ferguson, Esq.	-	Public Arbitrator
Henry Gotlob	-	Non-Public 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.


Judith Joseph, Esq.
Public Arbitrator, Presiding Chair

8/6/02
Signature Date

Donald Ferguson, Esq.
Public Arbitrator

Signature Date

Henry Gotlob
Non-Public Arbitrator

Signature Date

August 15, 2002

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

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Henry Gotlob	-	Non-Public Arbitrator

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Judith Joseph, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Donald Ferguson
Donald Ferguson, Esq.
Public Arbitrator

August 2, 2002
Signature Date

Henry Gotlob
Non-Public Arbitrator

Signature Date

August 15, 2002

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

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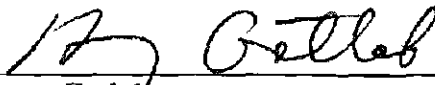
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Judith Joseph, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Donald Ferguson, Esq.
Public Arbitrator

Signature Date


Henry Gotlob
Non-Public Arbitrator

8/3/02
Signature Date

August 15, 2002
Date of Service (For NASD Dispute Resolution use only)