

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Glynmar Holdings Pty. Ltd., Claimant v. Ehrenkrantz King Nussbaum, Inc. and David L. Sulkes,
Respondents

Case Number: 02-07125

Hearing Site: Los Angeles, California

Nature of the Dispute: Customer v. Member and Associated Person

REPRESENTATION OF PARTIES

For Claimant:

Murray Lewis
Party Representative
Queensland, Australia

For Respondents:

Robert M. Bursky, Esq.
Law Offices of Robert M. Bursky
Garden City, New York

CASE INFORMATION

Statement of Claim filed: November 19, 2002

Claimant's Uniform Submission Agreement signed: November 14, 2002

Joint Statement of Answer filed by Respondents: June 19, 2003

Respondent Ehrenkrantz King Nussbaum, Inc.'s Uniform Submission Agreement signed:
March 12, 2003

Respondent David L. Sulkes' Uniform Submission Agreement signed: March 12, 2003

CASE SUMMARY

Claimant alleged breach of contract, breach of fiduciary duty, unsuitability, unauthorized trading, fraud, non-disclosure and failure to supervise. Claimant's allegations involved transactions in Triquint Semiconductor, Ariba, Digital Lightwave, Micromuse, Ciena, Keyspan, Apache, AOL Time Warner, Intel, Dell and Raytheon stocks.

Respondents denied the allegations of wrongdoing set forth in the Claimant's Statement of Claim.

RELIEF REQUESTED

Claimant requested \$25,000.00 compensatory damages.

Respondents requested dismissal of the Claimant's Statement of Claim in its entirety and costs.

OTHER ISSUES CONSIDERED AND DECIDED

On April 4, 2003, Claimant and Claimant's counsel signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

Pursuant to the Code of Arbitration Procedure IM-10100, the waiver of the Claimant shall constitute and operate as a waiver for all member firms and associated persons (including terminated or otherwise inactive member firms or associated persons) against whom the Claim has been filed.

On June 30, 2003, the Arbitrator granted the parties' stipulated request to decide the case on the papers submitted, without a formal hearing.

On October 16, 2003, Claimant dismissed Respondent David L. Sulkes with prejudice.

The parties agreed that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings and evidence presented, the Arbitrator decided in full and final resolution of the issues submitted for determination as follows:

- 1) Respondent Ehrenkrantz King Nussbaum, Inc. is liable to and shall pay Claimant Glynmar Holdings Pty. Ltd. the sum of \$3,289.82 in compensatory damages.
- 2) The parties shall bear their respective costs, including attorney's fees.
- 3) All other relief requested and not expressly granted is denied.

FEEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee = \$ 125.00

Member Fees

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events that gave rise to the dispute, claim, or controversy. Accordingly, the member firm Ehrenkrantz King Nussbaum, Inc. is a party and the following fee is assessed:

Member Surcharge = \$ 425.00

Forum Fees and Assessments

The Arbitrator assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Arbitrator. The following fees are assessed:

Three (3) Pre-hearing conference sessions with the arbitrator @ \$450.00/session = \$1,350.00

Pre-hearing conferences: June 18, 2003 1 session

June 30, 2003 1 session

September 29, 2003 1 session

Fee for a Decision on the Papers only = \$ 300.00

Total Forum Fees = **\$1,650.00**

1. The Arbitrator assessed \$825.00 of the forum to Claimant Glynmar Holdings Pty. Ltd.
2. The Arbitrator assessed \$825.00 of the forum fees to Respondent Ehrenkrantz King Nussbaum, Inc.

Administrative Costs

Administrative costs are expenses incurred because a party requested additional services beyond the normal administrative services. These additional services include, but are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, security, and sundry other requests.

Claimant requested Staff make 2 copies of the
Statement of Claim (151 pp.) for service on Respondents
302 copies @ \$.50 = \$ 151.00

Fee Summary

1. Claimant Glynmar Holdings Pty. Ltd. is charged with the following fees and costs:

Initial Filing Fee	= \$ 125.00
Forum Fees	= \$ 825.00
<u>Administrative Costs</u>	= \$ 151.00
Total Fees	= \$1,101.00
<u>Less payments</u>	= \$ (875.00)
Balance Due NASD Dispute Resolution	= \$ 226.00

2. Respondent Ehrenkrantz King Nussbaum, Inc. is charged with the following fees and costs:

Member Fees	= \$ 425.00
<u>Forum Fees</u>	= \$ 825.00
Total Fees	= \$1,250.00
<u>Less payments</u>	= \$ (425.00)
Balance Due NASD Dispute Resolution	= \$ 825.00

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

ARBITRATION PANEL

Thomas L. Flattery, Esq.

Public Arbitrator

Arbitrator's Signature

Thomas L. Flattery

Thomas L. Flattery, Esq.
Public Arbitrator

January 21, 2004

Signature Date

1/21/04

Date of Service