

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants

IFMG Securities, Inc.
Independent Financial Marketing Group, Inc.
IFS Agencies, Inc.

Case Number: 06-00842

Names of the Respondents

Countrywide Investment Services, Inc.
Christopher Urso

Hearing Site: Philadelphia, Pennsylvania

Nature of the Dispute: Member and Non-Members vs. Member and Associated Person.

REPRESENTATION OF PARTIES

Claimants, IFMG Securities, Inc. ("IFMG"), Independent Financial Marketing Group, Inc. and IFS Agencies, Inc., hereinafter collectively referred to as "Claimants", were represented by Mary Cochran, Esq. and Michael B. Cosentino, Esq., Seegal, Lipshutz & Wilchins, P.C., Wellesley, Massachusetts.

Respondents, Countrywide Investment Services, Inc. ("Countrywide") and Christopher Urso ("Urso"), hereinafter collectively referred to as "Respondents", were represented by Eric A. Savage, Esq., Littler & Mendelsohn, P.C., Newark, New Jersey.

CASE INFORMATION

Statement of Claim filed on February 21, 2006.

A representative of Claimant executed the Uniform Submission Agreement on February 9, 2006.

Respondents did not file a Statement of Answer or Uniform Submission Agreements with NASD Dispute Resolution.

CASE SUMMARY

In the Statement of Claim, Claimants asserted the following causes of action: breach of contract, unfair competition, tortious interference with contractual relationships, and breach of fiduciary duties. The causes of action relates to an employment agreement entered into between Claimants and Respondents.

RELIEF REQUESTED

Claimant requested an injunction enforcing the covenants of the employment agreement, an unspecified amount of compensatory damages, costs and attorneys' fees.

OTHER ISSUES CONSIDERED AND DECIDED

This case was filed with NASD Dispute Resolution seeking injunctive relief pursuant to NASD Code of Arbitration Procedure Rule 10335.

Respondents did not file with NASD Dispute Resolution properly executed Uniform Submission Agreements but are required to submit to arbitration pursuant to the Code and, having appeared and testified at the hearing, are bound by the determination of the Arbitration Panel (the "Panel") on all issues submitted.

At the hearing on the merits, Respondents made an oral motion to dismiss for lack of jurisdiction and an oral motion for summary judgment. The Panel denied both motions.

The parties 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. The Panel finds Respondent Urso is bound by a non-solicitation agreement with Claimants. Under the non-solicitation agreement, Respondent Urso may not (for a period of one year after leaving the company) directly or indirectly, for his own account or as an agent, servant or employee, officer, director or principal shareholder of any corporation, or member of any firm, or participant in any venture:
 - (a) induce any person employed by the IFMG Group to leave such employment;
 - (b) engage, hire, employ or solicit the employment of any of the employees of IFMG Group's affiliates, other than on behalf of the IFMG Group;
 - (c) deal with clients in any manner that is competitive with any of the IFMG Group; and
 - (d) encourage, persuade, entice or induce any of the clients to discontinue any IFMG Group program being participated in by such clients, nor attempt to do so
2. The Panel finds Claimants have not proven Respondent Urso has violated this non-solicitation agreement, as alleged in Count 1 of the Statement of Claim for breach of contract;
3. The Panel finds Claimants have not proven any of the other allegations against Respondent Urso in the Statement of Claim;
4. The Panel finds Claimants have not proven any of the allegations against Respondent Countrywide in the Statement of Claim;
5. The parties shall bear their respective costs, except as Fees are specifically addressed below; and

6. Any and all relief not specifically addressed herein is denied in its entirety.

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 = \$ 500.00

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. Accordingly, Claimant IFMG and Respondent Countrywide are parties.

IFMG Securities, Inc.

Member surcharge = \$ 1,500.00

Pre-hearing process fee = \$ 750.00

Hearing process fee = \$ 2,200.00

Countrywide Investment Services, Inc.

Member surcharge = \$ 1,500.00

Pre-hearing process fee = \$ 750.00

Hearing process fee = \$ 2,200.00

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the panel.

1. Claimant IFMG is assessed:

Injunctive relief surcharge = \$ 2,500.00

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Hearing session @ \$ 1,000.00 = \$ 1,000.00

Hearing Date: March 14, 2005 1 session

Total Forum Fees = \$ 1,000.00

The Panel has assessed \$1,000.00 of the forum fees jointly and severally to Claimants.

Fee Summary

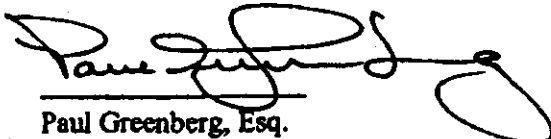
1. Claimants are jointly and severally assessed and shall pay:	
Initial Filing Fee	= \$ 500.00
Member Fees	= \$ 4,450.00
Injunctive Relief Fees	= \$ 2,500.00
Forum Fees	= \$ 1,000.00
Total Fees	= \$ 8,450.00
Less payments	= \$ 1,500.00
Balance Due NASD Dispute Resolution	= \$ 6,950.00
2. Respondent Countrywide is assessed and shall pay:	
Member Fees	= \$ 4,450.00
Total Fees	= \$ 4,450.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 4,450.00

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

ARBITRATION PANEL

Paul Greenberg, Esq.	-	Public Arbitrator, Presiding Chairperson
Steven T. Stern, Esq.	-	Public Arbitrator, Panelist
William Z. Suplee, III	-	Non-Public Arbitrator, Panelist

Concurring Arbitrators' Signatures



Paul Greenberg, Esq.
Public Arbitrator, Presiding Chairperson

3/21/06

Signature Date

Steven T. Stern, Esq.
Public Arbitrator, Panelist

Signature Date

William Z. Suplee, III
Non-Public Arbitrator, Panelist

Signature Date

March 22, 2006

Date of Service (For NASD Dispute Resolution office use only)

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Signature Date



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