

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between

Name of Claimant

Joseph Charles & Associates, Inc.

Case No. 96-04122

Names of Respondents

Landmark Commodities, Inc.
d/b/a Landmark International Equities
William Nunziato
Eric Aronson
William Jordan

REPRESENTATION OF PARTIES

For Joseph Charles & Associates, Inc. ("Claimant"): Charles Snow, Esq. of Snow Becker Krauss P.C., New York, NY.

For Eric Aronson ("Aronson"): David Hirschberg, Esq. of Wexler & Burkhart, P.C., Mitchell Field, NY.

Respondent William Jordan ("Jordan") appeared pro se.

Respondent Landmark Commodities, Inc. d/b/a Landmark International Equities ("Landmark") did not appear.

Respondent William Nunziato ("Nunziato") did not appear.

CASE INFORMATION

Statement of Claim filed on or about: September 16, 1996.

Claimant signed the Uniform Submission Agreement: August 5, 1996.

Statement of Answer filed by Respondent Aronson on or about: May 16, 1997.

Statement of Answer filed by Respondent Jordan on or about: April 3, 1997.

Respondents Landmark and Nunziato did not file Statements of Answer (see "Other Issues").

Respondents Aronson, Jordan, Landmark, and Nunziato did not file executed Uniform Submission Agreements (see "Other Issues").

CASE SUMMARY

Claimant alleged the following: Landmark was the underwriter of the initial public offering

of Guardian Technologies International, Inc. ("Guardian"). Claimant entered into a Selected Dealers Agreement with Landmark whereby Landmark allocated 30,000 Guardian units to Claimant. This allocation was confirmed by a transmission received by Claimant on the morning of the offering. Thereafter, Landmark unilaterally refused and failed to deliver to Claimant the Guardian units allocated to Claimant. Landmark's refusal to deliver the Guardian units damaged Claimant because Claimant was unable to deliver the Guardian units to its customers. Landmark claims it refused to deliver the Guardian units because of an alleged failure of Claimant to provide an "all sold" notice to Landmark. However, documentary evidence in the form of a facsimile transmission conclusively demonstrated that a timely "all-sold" notice was given to Landmark by Claimant. Respondents Jordan, Nunziato, and Aronson induced Respondent Landmark to perpetrate the aforementioned wrongful acts against Claimant.

Unless specifically admitted in his Answer, Respondent Aronson denied the allegations made in the Statement of Claim and alleged the following: An "all sold" notification was not received from the Claimant. In the absence of an "all sold" notification, the Selected Dealers Agreement reserved the right to reject any acceptance in whole or in part. Neither punitive damages nor attorneys' fees may be awarded by the Arbitration Panel in this matter.

Unless specifically admitted in his Answer, Respondent Jordan denied the allegations made in the Statement of Claim and alleged the following: On May 14, 1996, Respondent Jordan was employed by Landmark in the Syndicate Department and as a registered representative. At that time, Landmark was the underwriter of Guardian. After collecting the Selling Group agreements and faxing the final retention notifications to the selling group, Respondent Jordan was informed by Landmark management to remove Claimant from the selling group with the reason given as "we did not receive their 'all-sold' letter". Respondent Jordan then promptly informed Claimant that Landmark removed Claimant from the selling group.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$213,000.00 plus interest, treble/punitive damages, and reimbursement of attorneys' fees and costs totaling \$29,654.08.

Respondent Aronson requested that the Statement of Claim be dismissed.

Respondent Jordan did not specifically delineate a relief request.

OTHER ISSUES CONSIDERED AND DECIDED

On or about September 22, 1998, the Claimant informed NASD Dispute Resolution, Inc. that it had dismissed all claims against Respondents Nunziato, Aronson, and Jordan without prejudice.

On or about September 15, 1998, Claimant filed a motion to cancel the evidentiary hearing

scheduled for October 6 and 7, 1998, and requested that the above-referenced matter be determined solely upon the pleadings submitted. On or about October 1, 1998, the Panel granted Claimant's motion to cancel the final hearing and decide this matter on the pleadings submitted.

Respondent Landmark did not appear in this matter. Upon review of the file and the representations made by/on behalf of the Claimant, the undersigned Arbitrators have determined that Respondent Landmark has been properly served with the Statement of Claim and that arbitration of the matter would proceed without said Respondent present, in accordance with the NASD-DR Code of Arbitration Procedure (the "Code").

Respondent Landmark did not file with NASD Dispute Resolution, Inc. a properly executed submission to arbitration but is required to submit to arbitration pursuant to Rule 10301 of the Code and is bound by the determination of the arbitration panel on all issues submitted.

AWARD

After considering the pleadings, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

Respondent Landmark is liable and shall pay to Claimant compensatory damages in the sum of \$210,000.00.

Claimant's requests for punitive damages and attorneys' fees are denied.

All other requests for relief not specifically addressed herein are 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	= \$ 500.00
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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(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. In this matter, Claimant Joseph Charles & Associates, Inc. is a member firm. Respondent Landmark was a member firm until April 21, 1997.

Member surcharge	= \$ 500.00
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Adjournment Fees

Adjournments requested during these proceedings:

April 28-30, 1998, adjournment by Claimant \Rightarrow \$1,000.00

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:

Two (2) Pre-hearing sessions with Panel x \$1,000.00 $=$ \$2,000.00

Pre-hearing conferences: August 18, 1997 1 session

December 17, 1997 1 session

Total Forum Fees $=$ \$2,000.00

The Panel has assessed the total forum fees of \$2,000.00 to Respondent Landmark.

Fee Summary

Claimant be and hereby is solely liable for:

Initial Filing Fee $=$ \$ 500.00

Member Fees $=$ \$ 500.00

Adjournment Fee $=$ \$1,000.00

Total Fees $=$ \$2,000.00

Less payments $=$ \$2,000.00

Balance Due NASD Dispute Resolution, Inc. $=$ \$ 0.00

Respondent Landmark be and hereby is solely liable for:

Member Fees $=$ \$ 500.00

Forum Fees $=$ \$2,000.00

Total Fees $=$ \$2,500.00

Less payments $=$ \$ 0.00

Balance Due NASD Dispute Resolution, Inc. $=$ \$2,500.00

All balances are payable to NASD Dispute Resolution, Inc. and are due immediately upon receipt of the Award by the parties.

Concurring Arbitrators' Signatures

/s/

Steven M. Greenbaum, Esq.
Industry Arbitrator, Presiding Chair

Signature Date

/s/

Michael J. Schunk, CLU, ChFC
Industry Arbitrator

Signature Date

/s/

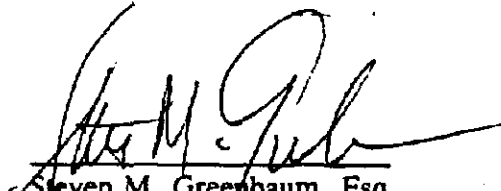
Robert Zelinka
Industry Arbitrator

Signature Date

April 3, 2001

Date of Service (For NASD-DR office use only)

Concurring Arbitrators' Signatures


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Industry Arbitrator, Presiding Chair

Signature Date

Michael J. Schunk, CLU, ChFC
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Signature Date

Robert Zelinka
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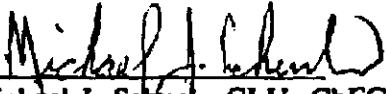
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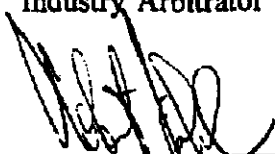
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