

**SUPREME COURT FOR THE STATE OF NEW YORK  
COUNTY OF NASSAU**

---

**IN THE MATTER OF THE APPLICATION OF  
PIETER VAN WIJK**

**Petitioner,**

**For an Order and Judgment Pursuant to Article 75  
Of the Civil Practice Law and Rules**

**-against-**

**JOSEPH BENJAMIN BALDASSARRA,  
STEVEN SCOTT BALDASSARRA,  
CARL JOSEPH SMOTH and  
CJS FINANCIAL CORP.**

**Respondent(s).**

---

PLEASE TAKE NOTICE that the within is a true copy of an order signed by Justice Jack L. Libert on June 4, 2018 and duly entered in the office of the clerk of the within named court on or about June 6, 2018.

Dated: Jericho, New York  
July 6, 2018

Yours, etc.



**BRADLEY D. SCHNUR, ESQ.**  
Co-Counsel for Plaintiff  
400 Jericho Tpke. Suite 226  
Jericho, NY 11753  
(516) 932-4400

To: Carl J. Smith  
21 Oak St.  
Windham, NH 03087

Carl J. Smith  
5248 Deerhurst Crescent Circle  
Boca Raton, FL 33486

Joseph Benjamin Baldassarra  
5 Avens Hill Dr.  
Greer, SC 29651

Steven Scott Baldassarra  
117 Modesto Lane  
Simpsonville, SC 29681

CJS Financial Corp.  
2409 N. University Dr.  
Coral Springs, FL 33065

CJS Financial Corp.  
c/o Florida Secretary of State  
2661 Executive Center Circle West  
Tallahassee, FL 32399

FINRA Dispute Resolution  
165 Broadway  
New York, NY 10006  
(via Electronic Mail – [neprocessingcenter@finra.org](mailto:neprocessingcenter@finra.org))

**SUPREME COURT - STATE OF NEW YORK**

**PRESENT: HON. JACK L. LIBERT,**  
**Justice.**

**TRIAL PART 25**  
**NASSAU COUNTY**

---

**In the Matter of the Application of**  
**PIETER VAN WIJK,**

**Petitioner,**

**MOTION # 01**  
**INDEX # 600209/18**  
**MOTION SUBMITTED:**  
**APRIL 11, 2018**

**For an Order and Judgment Pursuant to Article 75 of the**  
**Civil Practice Law and Rules**

**-against-**

**JOSEPH BENJAMIN BALDASSARRA, STEVEN SCOTT**  
**BALDASSARRA, CARL JOSEPH SMITH and CJS**  
**FINANCIAL CORP.,**

**X X X**

**Respondents.**

---

**The following papers having been read on this motion:**

**Notice of Petition/Order to Show Cause.....1**  
**Cross Motion/Answering Affidavits.....**  
**Reply Affidavits.....**

Petitioner moves unopposed pursuant to Article 75 of the CPLR for a judgment: 1) vacating the Award dated December 22, 2017 in an arbitration before the Financial Industry Regulatory Authority (“FINRA”); 2) Remanding the matter to FINRA for a new hearing; or 3) modifying the award.

Petitioner resides in Germany. Respondent CJS Financial Corp. is a financial services company owned by respondents Smith and Baldassarra and is located in Florida. Petitioner filed a demand for a FINRA arbitration alleging violations by respondents of FINRA rules and securities laws. Following hearings conducted over four days, the Arbitrators rendered the following determination:

- (a). Petitioner’s claims are denied;
- (b). Petitioner’s request for attorneys’ fees is denied;
- (c). Petitioner is found liable and shall pay J. Baldassarra, S. Baldassarra, CJS Financial Corp., and Smith attorneys’ fees in the amount of \$99,450.00. Attorneys’ fees are awarded

pursuant to Florida Statute 57.105 and common law. Both parties requested attorneys' fees.  
(d). Claimant is liable for and shall pay to Respondents J. Baldassarra, S. Baldassarra, CJS Financial Corp., and Smith, costs in the amount of \$3,307.00.

Petitioner timely filed the special proceeding challenging the determination of the FINRA arbitrators. CPLR 7511(b)(1) states: "The award shall be vacated on the application of a party who either participated in the arbitration or was served with a notice of intention to arbitrate if the court finds that the rights of that party were prejudiced by . . . an arbitrator, or agency or person making the award exceeded his power or so imperfectly executed it that a final and definite award upon the subject matter submitted was not made."

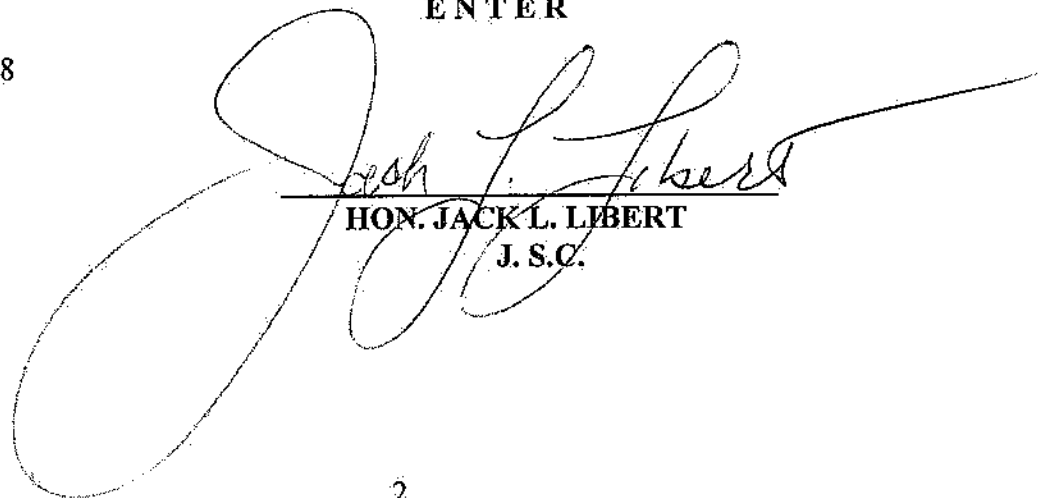
The arbitration was mandated by a securities account agreement between the parties. Paragraph 32 of that agreement states: "This agreement and all documents incorporated by reference are governed by the laws of the State of New York." The FINRA arbitrators manifestly disregarded the choice of law and instead of applying New York Law applied Florida Law. The laws conflict in several respects, but most notably in the subject of award of counsel fees. Further the Award contains no findings and is entirely conclusory. It is impossible to determine the rationality of the Award (*see Rockland County BOCES v BOCES Staff Assoc.*, 308 AD2d 452 [Second Dept., 2003]).

The arbitrators exceeded or imperfectly exercised their powers to the prejudice of petitioner. Petitioner's application is granted and the matter is remanded to FINRA Dispute Resolution for a new evidentiary hearing to be conducted under the laws of the State of New York.

This constitutes the decision and order of the court.

**ENTER**

DATED: June 4, 2018



**HON. JACK L. LIBERT**  
**J. S.C.**