

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Lana Anderson, Claimant v. Walter Lewis, Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos, Respondents

Walter Lewis, Cross-Claimant v. Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos, Cross-Respondents

Case Number: 04-03722

Hearing Site: San Francisco, California

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

REPRESENTATION OF PARTIES

For Claimant:

Timothy A. Canning, Esq.
Law Offices of Timothy A. Canning
Novato, California

For Respondents/Cross-Respondents
Lighthouse Capital Corporation,
Robert Zamecki, and Mary Dacumos:

Irving M. Einhorn, Esq.
Law Offices of Irving M. Einhorn
Manhattan Beach, California

For Respondent/Cross-Claimant Walter Lewis:

In Propria Persona
Sacramento, California

CASE INFORMATION

Statement of Claim filed: May 22, 2004

Claimant's Uniform Submission Agreement signed: May 10, 2004

Joint Statement of Answer filed by Respondents Lighthouse Capital Corporation,
Robert Zamecki, and Mary Dacumos: July 9, 2004

Statement of Answer and Cross-Claim filed by Respondent/Cross-Claimant Walter Lewis:
September 18, 2004

Answer to Cross-Claim filed by Cross-Respondents Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos: October 29, 2004

Joint Uniform Submission Agreement signed by Respondents/Cross-Respondents Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos: July 7, 2004

Respondent/Cross-Claimant Walter Lewis' Uniform Submission Agreement signed: September 15, 2004

CASE SUMMARY

Claimant alleged fraud, negligence, misrepresentation, breach of contract, and breach of fiduciary duty. Claimant's allegations involved viatical investments known as Mansfield Viaticals.

Respondents Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos denied the allegations of wrongdoing set forth in Claimant's Statement of Claim and asserted various affirmative defenses.

Respondent Walter Lewis denied the allegations of wrongdoing set forth in Claimant's Statement of Claim and asserted various affirmative defenses.

Cross-Claimant Walter Lewis alleged fraud, negligence, misrepresentation, breach of contract, and breach of fiduciary duty against Cross-Respondents Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos. Cross-Claimant Walter Lewis' allegations involved viatical investments known as Mansfield Viaticals.

Cross-Respondents Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos denied the allegations of wrongdoing set forth in Claimant's Statement of Claim.

RELIEF REQUESTED

Claimant requested \$102,988.00 in compensatory damages, punitive and exemplary damages, interest, costs and disciplinary referrals.

Respondents Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos requested dismissal of the Claimant's Statement of Claim in its entirety.

Respondent Walter Lewis requested dismissal of the Claimant's Statement of Claim in its entirety.

Cross-Claimant Walter Lewis requested indemnity for any amount for which Claimant may hold him liable, costs associated with defense of Claimant's Claim and prosecution of his Cross-Claim, and unspecified compensatory, punitive and exemplary damages.

Cross-Respondents Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos requested dismissal of the Cross-Claim in its entirety.

OTHER ISSUES CONSIDERED AND DECIDED

On June 23, 2004, 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.

On February 13, 2005, Cross-Claimant Walter Lewis 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 waivers of the Claimant and Cross-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 and Cross-Claim have been filed.

On March 3, 2005, Claimant dismissed Respondent Mary Dacumos with prejudice.

On March 8, 2005, Claimant settled her claims with Respondents Lighthouse Capital Corporation, Robert Zamecki, and Walter Lewis.

On March 9, 2005, Cross-Respondents Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos filed a motion to dismiss the Cross-Claim. On March 11, 2005, Cross-Claimant Walter Lewis filed an opposition to the motion to dismiss. On March 14, 2005, a pre-hearing conference, attended by the Panel and parties to the Cross-Claim, was held. After due deliberation in executive session, the Panel denied the motion without prejudice.

During the hearing on March 17, 2005, Cross-Respondent Mary Dacumos moved the panel to dismiss her from this matter and to expunge all reference to this matter from her registration records maintain by NASD's Central Registration Depository ("CRD"). Cross-Claimant Walter Lewis did not oppose these motions. After due deliberation, the panel granted the motions.

During the hearing on March 17, 2005, Cross-Respondents Lighthouse Capital Corporation and Robert Zamecki moved the panel to dismiss them from this matter. Cross-Claimant Walter Lewis opposed the motion. After due deliberation, the panel denied the motion.

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, testimony, and evidence presented at the hearing, the Panel decided in full and final resolution of the issues submitted for determination as follows:

- 1) Claimant settled her claims with Respondents prior to the hearing.
- 2) Cross-Claimant Walter Lewis' claims are denied in their entirety.
- 3) The Panel recommends the expungement of all reference to the above captioned arbitration from Cross-Respondent Mary Dacumos' registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 04-16, Respondent Mary Dacumos must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by the NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

Pursuant to Rule 2130 of the NASD Code of Arbitration Procedure, the Arbitration Panel has made the following affirmative findings of fact:

The registered person was not involved in the alleged investment-related sales practice, violation, forgery, theft, misappropriation, or conversion of funds.

- 4) The parties shall bear their respective costs, including attorney's fees.
- 5) All other relief requested and not expressly granted is denied.

FEES

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	= \$ 300.00
Respondent Walter Lewis' Cross-Claim filing fee	= \$ 300.00

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 Lighthouse Capital Corporation is a party and the following fees are assessed:

Member Surcharge	= \$1,700.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$2,750.00
Total Member Fees	= \$5,200.00

Forum Fees and Assessments

The Panel 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 Chair or the parties and the Panel. The following fees are assessed:

(2) Pre-hearing conference sessions with the Panel @ \$1,125.00/session	= \$2,250.00
Pre-hearing conferences:	
October 15, 2004	1 session
March 14, 2005	1 session
(2) Hearing sessions @ \$1,125.00/session	= \$2,250.00
Hearings:	
March 17, 2005	2 sessions
Total Forum Fees	= \$4,500.00

1. The Panel assessed \$562.50 of the forum fees to Claimant.
2. The Panel assessed \$3,656.25 of the forum fees to Respondent/Cross-Claimant Walter Lewis.
3. The Panel assessed \$281.25 of the forum fees jointly and severally Respondents/Cross-Respondents Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos.

Fee Summary

1. Claimant is charged with the following fees and costs:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	= \$ 562.50
Total Fees	= \$ 862.50
<u>Less payments</u>	= \$(1,425.00)
Refund Due	= \$ (562.50)

- 2 Respondents/Cross-Claimant Walter Lewis is charged with the following fees and costs:

Cross-Claim Filing Fee	= \$ 300.00
<u>Forum Fees</u>	= \$ 3,656.25
Total Fees	= \$ 3,956.25
<u>Less payments</u>	= \$(1,425.00)
Balance Due NASD Dispute Resolution	= \$ 2,531.25

- 3 Respondent/Cross-Respondent Lighthouse Capital Corporation is charged with the following fees and costs:

Member Fees	= \$ 5,200.00
<u>Less payments</u>	= \$(5,200.00)
Balance Due NASD Dispute Resolution	= \$ 0.00

4. Respondents/Cross-Respondents Lighthouse Capital Corporation, Robert Zamecki, and Mary Dacumos are charged jointly and severally with the following fees and costs:

<u>Forum Fees</u>	= \$ 281.25
Balance Due NASD Dispute Resolution	= \$ 281.25

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.

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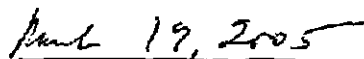
ARBITRATION PANEL

Bruce T. Mitchell	-	Public Arbitrator, Presiding Chair
Lester Friedman	-	Public Arbitrator
Terri Coster Boesch	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Bruce T. Mitchell
Chair, Public Arbitrator




Signature Date

Lester Friedman
Public Arbitrator

Signature Date

Terri Coster Boesch
Non-Public Arbitrator

Signature Date



Date of Service

ARBITRATION PANEL

Bruce T. Mitchell	-	Public Arbitrator, Presiding Chair
Lester Friedman	-	Public Arbitrator
Terri Coster Boesch	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Bruce T. Mitchell
Chair, Public Arbitrator

Signature Date


Lester Friedman
Public Arbitrator

3/15/05
Signature Date

Terri Coster Boesch
Non-Public Arbitrator

Signature Date

3/21/05
Date of Service

ARBITRATION PANEL

Bruce T. Mitchell

Public Arbitrator, Presiding Chair

Lester Friedman

Public Arbitrator

Teri Coster Boesch

Non-Public Arbitrator

Concurring Arbitrators' Signatures

Bruce T. Mitchell
Chair, Public Arbitrator

Signature Date

Lester Friedman
Public Arbitrator

Signature Date

Teri Coster Boesch
Non-Public Arbitrator

3/18/05
Signature Date

3/21/05
Date of Service