

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Elizabeth Johnson, Individually, and as Trustee for The Casaburi Family Trust and as POA for Betty Casaburi (Claimants) v. Summit Equities, Inc. and Peter O'Neill (Respondents)

Case Number: 04-04272

Hearing Site: New York, New York

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

REPRESENTATION OF PARTIES

Claimants Elizabeth Johnson, Individually ("E. Johnson"), and as Trustee for The Casaburi Family Trust ("Casaburi Trust") and POA for Betty Casaburi ("B. Casaburi") hereinafter collectively referred to as "Claimants": Robin E. Nachman, Esq., Robin E. Nachman Attorney at Law, Smithtown, New York.

Respondents Summit Equities, Inc. ("Summit") and Peter O'Neill ("O'Neill") hereinafter collectively referred to as "Respondents": Barry R. Temkin, Esq., Fiedelman Garfinkel & Lesman, New York, New York.

CASE INFORMATION

Statement of Claim filed on or about: June 8, 2004

Claimant Elizabeth Johnson signed the Uniform Submission Agreement: July 7, 2004

Claimant Elizabeth Johnson as Trustee for the Casaburi Family Trust signed the Uniform Submission Agreement: July 7, 2004.

Claimant Elizabeth Johnson as POA for Betty Casaburi signed the Uniform submission Agreement: July 7, 2004.

Joint Statement of Answer filed by Respondents on or about: November 17, 2004

Respondent Summit signed the Uniform Submission Agreement: December 14, 2004

Respondent O'Neill did not sign the Uniform Submission Agreement.

CASE SUMMARY

Claimants asserted the following causes of action: unsuitable recommendations, negligence, breach of fiduciary duty, and failure to supervise. The causes of action relate to mutual funds.

Unless specifically admitted in their Answer, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimants requested compensatory damages in excess of \$200,000.00, pre-judgment interest at the legal rate, costs, attorneys' fees, expert fees and other disbursements and costs necessary to bring this action.

Respondents requested the dismissal of the Statement of Claim in its entirety and the expungement of their records before Central Registration Depository ("CRD").

OTHER ISSUES CONSIDERED AND DECIDED

O'Neill did not file with NASD Dispute Resolution, Inc. a properly executed submission agreement but is required to submit to arbitration pursuant to the Code and, having answered the claim, is bound by the determination of the Panel on all issues submitted.

On or about September 12, 2005, Claimants informed NASD Dispute Resolution ("NASD") that they withdrew their claims against Respondent O'Neill.

On or about October 10, 2005, Claimant informed NASD that the case was settled.

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

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Claimants' claims are hereby dismissed in their entirety.
2. The parties entered into a confidential settlement agreement resulting in the payment of a monetary amount, which is less than the reportable threshold for disclosing a settlement to the NASD pursuant to NASD Manual Section 3070(a)(7).
3. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Peter O'Neill's registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 04-16, Respondent Peter O'Neill 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 Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Summit Equities, Inc.'s registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 04-16, Respondent Summit Equities, Inc. 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.

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	= \$ 300.00
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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 that employed the associated person at the time of the events giving rise to the dispute. In this matter, the member firm Summit Equities, Inc. is a party.

Member Surcharge	= \$ 1,700.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$ 2,750.00

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. Forum fees associated with these proceedings are:

One (1) Pre-hearing conference session with a single arbitrator @ \$450.00/session
= \$ 450.00
Pre-hearing conference: August 2, 2005 1 session
Three (3) Pre-hearing conference sessions with Panel @ \$1,125.00/session = \$3,375.00
Pre-hearing conferences: February 7, 2005 1 session
April 5, 2005 1 session
May 16, 2006 1 session

Total Forum Fees = \$ 3,825.00

1. The Panel has assessed \$1,350.00 of the forum fees to Claimants, jointly and severally.
2. The Panel has assessed \$1,350.00 of the forum fees to Respondents, jointly and severally.
3. The Panel has assessed \$1,125.00 of the forum fees to Respondents jointly and severally for the pre-hearing conference held on May 16, 2006.

Fee Summary

1. Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	<u>= \$ 1,350.00</u>
Total Fees	= \$ 1,650.00
<u>Less Payments</u>	<u>= \$ 300.00</u>
Balance Due NASD Dispute Resolution	= \$ 1,350.00
2. Respondent Summit is solely liable for:

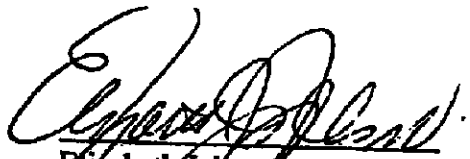
Member Fees	= \$ 5,200.00
Total Fees	= \$ 5,200.00
<u>Less Payments</u>	<u>= \$ 5,200.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00
3. Respondents are jointly and severally liable for:

Forum Fees	= \$2,475.00
Total Fees	= \$2,475.00
<u>Less Payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$2,475.00

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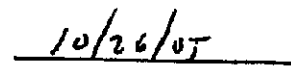
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

Parties' Signatures


Elizabeth Johnson


Signature Date


Summit Equities


Signature Date


Peter O'Neill
Respondent


Signature Date


Summit Equities
Respondent

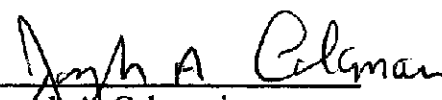

Signature Date

ARBITRATION PANEL

Joseph A. Calamari	-	Public Arbitrator, Presiding Chairperson
Laura Carraher, Esq.	-	Public Arbitrator
Eric J. Sussman, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument in which is my award.



Joseph A. Calamari
Public Arbitrator, Presiding Chairperson

5/18/06

Signature Date

Laura Carraher, Esq.
Public Arbitrator

Signature Date

Eric J. Sussman, Esq.
Non-Public Arbitrator

Signature Date

July 10, 2006

Date of Service (For NASD office use only)

ARBITRATION PANEL

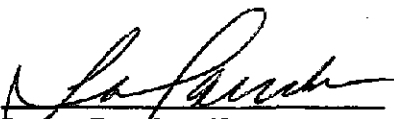
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Laura Carraher, Esq.	-	Public Arbitrator
Eric J. Sussman, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument is which is my award.

Joseph A. Calamari
Public Arbitrator, Presiding Chairperson

Signature Date



Laura Carraher, Esq.
Public Arbitrator

5/22/06

Signature Date

Eric J. Sussman, Esq.
Non-Public Arbitrator

Signature Date

July 10, 2006

Date of Service (For NASD office use only)

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Joseph A. Calamari	-	Public Arbitrator, Presiding Chairperson
Laura Carraher, Esq.	-	Public Arbitrator
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Joseph A. Calamari
Public Arbitrator, Presiding Chairperson

Signature Date

Laura Carraher, Esq.
Public Arbitrator

Signature Date



Eric J. Sussman, Esq.
Non-Public Arbitrator



Signature Date

July 10, 2006
Date of Service (For NASD office use only)