

**Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Name of the Claimant
John Coppola

Case Number: 05-02156

Names of the Respondents
Vestpoint Securities, Inc.
Nowtrade Corporation
Charles Keith Byington
Shari Fran Rubin-Taylor

Hearing Site: Boca Raton, Florida

Nature of the Dispute: Customer vs. Member and Associated Person.

REPRESENTATION OF PARTIES

John Coppola, hereinafter referred to as "Claimant", appeared pro se.

For Vestpoint Securities, Inc. ("Vestpoint"): Charles Keith Byington, West Palm Beach, Florida.

Nowtrade Corporation ("Nowtrade") did not appear.

Charles Keith Byington ("Byington") appeared pro se.

For Shari Fran Rubin-Taylor ("Taylor"): Richard Epstein, Esq. Greenspoon Marder Hirschfield Rafkin Ross Berger and Abrams, Fort Lauderdale, Florida.

CASE INFORMATION

Statement of Claim filed on or about: April 22, 2005.

Claimant signed the Uniform Submission Agreement on or about: March 30, 2005.

Motion to Dismiss and Statement of Answer and Affirmative Defenses of Respondents Vestpoint and Byington filed on or about: September 16, 2005.

Statement of Answer and Defenses of Respondent Taylor filed on or about: August 19, 2005.

Respondent Taylor signed the Uniform Submission Agreement on or about: August 16, 2005.

Respondents Nowtrade, Vestpoint and Byington did not submit Uniform Submission Agreements.

CASE SUMMARY

Claimant asserted the following causes of action: 1) breach of fiduciary duty; 2) suitability; 3) misrepresentation; 4) failure to supervise; 5) fraud; 6) negligent supervision, retention and hiring; 7) breach of contract; and, 8) negligence.

Unless specifically admitted in their Answers, Respondents Vestpoint, Byington and Taylor denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested: 1) compensatory damages in the amount of \$60,000.00; 2) interest at the legal rate from the date of purchase; 3) reasonable market return; 4) rescission; 5) punitive damages; 6) costs of this proceeding; and 7) such other and further relief as the Panel deemed just and proper.

Respondent Vestpoint requested that the Panel: 1) dismiss Claimant's Statement of Claim; 2) enter an award in its favor; 3) include a finding of entitlement to attorneys' fees and costs; and 3) award such other and further relief as the Panel deemed proper.

Respondent Taylor requested that: 1) Claimant's claim be dismissed in its entirety; and, 2) the Panel grant such other and further relief as deemed proper, including the assessment of all forum fees against Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

On or about June 23, 2006, NASD Dispute Resolution received Respondent Byington's Notice of Bankruptcy and Suggestion of Stay. Pursuant to the automatic stay, the Panel made no determination with respect to the claims asserted against Respondent Byington.

Respondent Vestpoint did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but, having answered the claim, is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and, is bound by the determination of the Panel on all issues submitted.

Respondent Nowtrade did not file with NASD Dispute Resolution properly executed Uniform Submission Agreement but is required to submit to arbitration pursuant to the Code and is bound by the determination of the Panel on all issues submitted

Respondents Vestpoint and Nowtrade did not appear at the evidentiary hearing. Upon review of the file and the representations made by and on behalf of the Claimant, the Panel determined that Respondent Vestpoint has been properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without said Respondent present, in accordance with the Code.

The parties have 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:

Respondents Vestpoint and Taylor are found liable, jointly and severally, under the cause of action of negligence and shall pay to Claimant compensatory damages in the amount of \$20,000.00.

The Panel finds that service was not perfected upon Respondent Nowtrade and all claims against Respondent Nowtrade are dismissed without prejudice.

Any and all claims not specifically addressed herein, including Claimant's claim for punitive damages, are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure ("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	= \$225.00
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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. Accordingly, Respondent Vestpoint is a party and was a member firm at the time of the events giving rise to the dispute.

Member surcharge	= \$1,100.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$1,700.00</u>
Total Member Fees	= \$3,550.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournments requested during these proceedings for which fees were assessed.

Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

There were no three-day cancellation fees assessed during these proceedings.

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.

There were no injunctive relief fees assessed during these proceedings.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. A 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:

One (1) Pre-hearing session with an arbitrator @ \$450.00/session = \$ 450.00
Pre-hearing conference: September 6, 2006 1 session

Two (2) Pre-hearing sessions with Panel @ \$750.00/session = \$1,500.00
Pre-hearing conferences: October 14, 2005 1 session
June 6, 2006 1 session

Two (2) Decisions on discovery-related motions on the papers
with (1) one arbitrator @ \$200.00/ motion = \$ 400.00
Claimant submitted (2) discovery-related motions
March 6, 2006
July 22, 2006

Two (2) Hearing sessions @ \$750.00/session = \$1,500.00
Hearing Date: October 17, 2006 2 sessions

Total Forum Fees = \$3,850.00

The Panel has waived the assessment of all forum fees.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 225.00
Total Fees	= \$ 225.00
Less payments	= \$ 225.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Vestpoint is solely liable for:

<u>Member Fees</u>	= \$ 3,550.00
<u>Total Fees</u>	= \$ 3,550.00
<u>Less payments</u>	= \$ 3,387.50
<u>Balance Due NASD Dispute Resolution</u>	= \$ 162.50

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

ARBITRATION PANEL

Charles Hoffman, Esq.	-	Public Arbitrator, Presiding Chairperson
Garry O'Donnell, Esq.	-	Public Arbitrator
Barry Rabinowitz	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

/s/
Charles Hoffman, Esq.
Public Arbitrator, Presiding Chairperson

October 18, 2006
Signature Date

/s/
Garry O'Donnell, Esq.
Public Arbitrator

October 18, 2006
Signature Date

/s/
Barry Rabinowitz
Non-Public Arbitrator

October 18, 2006
Signature Date

October 19, 2006
Date of Service (For NASD Dispute Resolution office use only)

10/18/2006

Oct. 18, 2006 1:29 PM

NASD Dispute Resolution

Arbitration No. 05-02156

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Respondent Vestpoint is solely liable for:

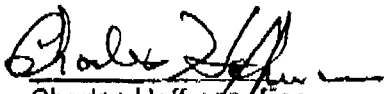
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Barry Rabinowitz	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Charles Hoffman, Esq.
Public Arbitrator, Presiding Chairperson

10/18/06
Signature Date

Garry O'Donnell, Esq.
Public Arbitrator

Signature Date

Barry Rabinowitz
Non-Public Arbitrator

Signature Date

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

Oct. 18, 2006, 1:36PM

NASD Dispute Resolution

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Award Page 5 of 5

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Charles Hoffman, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



Garry O'Donnell, Esq.
Public Arbitrator

10-18-06

Signature Date

Barry Rabinowitz
Non-Public Arbitrator

Signature Date

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

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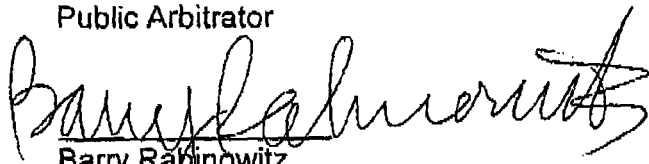
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Charles Hoffman, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Garry O'Donnell, Esq.
Public Arbitrator

Signature Date


Barry Rabinowitz
Non-Public Arbitrator

10-18-06
Signature Date

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