

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Mary Beth Reymann (Claimant) vs. Sun Trust Securities, Inc. and Vincent Luongo (Respondents)

Case Number: 05-04033

Hearing Site: Cleveland, Ohio

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

REPRESENTATION OF PARTIES

Claimant Mary Beth Reymann hereinafter referred to as "Claimant": Lawrence J. Scanlon, Esq., Scanlon & Co., L.L.C. and Gerald P. Leb, Esq., Leb Legal Services, Akron, OH.

Respondents Sun Trust Securities, Inc. ("Sun Trust") and Vincent Luongo ("Luongo") hereinafter collectively referred to as "Respondents": William Nortman, Esq. and Michelle I. Bougdanos, Esq., Akerman Senterfitt, Fort Lauderdale, FL.

CASE INFORMATION

Statement of Claim filed on or about: August 2, 2005.
Claimant signed the Uniform Submission Agreement: July 28, 2005.

Statement of Answer filed by Respondents on or about: September 26, 2005.
Sun Trust signed the Uniform Submission Agreement: September 2, 2005.
Luongo signed the Uniform Submission Agreement: August 19, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: violation of NASD Rules, suitability, misrepresentations, breach of fiduciary duty, churning, and failure to supervise. The causes of action relate to annuity accounts.

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

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$120,000.00 plus interest,

punitive damages in the amount of \$200,000.00, attorneys' fees, costs, and further relief as the Panel deems appropriate.

Respondents requested dismissal of the Statement of Claim in its entirety, attorneys' fees, costs, and such other and further relief as the Panel deems just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

By letter dated August 25, 2006 Claimant notified NASD Dispute Resolution that Claimant dismissed all claims against Respondent Luongo with prejudice.

By letter dated September 13, 2006 Claimant notified NASD Dispute Resolution that Claimant dismissed all claims against Respondent Sun Trust with prejudice.

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

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. Claimant's claims against Respondents are dismissed with prejudice.
2. Claimant and Respondent Sun Trust have entered into a confidential settlement agreement.
3. The parties agree that the tax consequences of the liquidation of mutual fund positions that preceded annuity purchases were adequately conveyed to Claimant.
4. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Luongo's registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 04-16, Respondent Luongo 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 claim, allegation, or information is factually impossible or clearly erroneous; and

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

5. Each party shall bear their own costs.
6. Any and all relief not specifically addressed herein, including punitive damages, is denied.

FEES

Pursuant to 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	= \$ 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. Accordingly, Sun Trust Securities, Inc. is a party.

Member surcharge	= \$ 1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 2,750.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

May 2-4, 2006 adjournment by the parties	= \$ WAIVED
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Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. 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 single arbitrator @ \$450.00	= \$ 450.00
Pre-hearing conference: May 2, 2006 1 session	
Two (2) Pre-hearing sessions with Panel @ \$1,125.00	= \$ 2,250.00
Pre-hearing conferences: December 8, 2005 1 session	
November 3, 2006 1 session	
<hr/> Total Forum Fees	<hr/> = \$ 2,700.00

1. Regarding the December 8, 2005 pre-hearing session:
 - a. The Panel has assessed \$562.50 of the forum fees to Claimant.
 - b. The Panel has assessed \$562.50 of the forum fees jointly and severally to Respondents.
2. Regarding the May 2, 2006 pre-hearing session:
 - a. The Panel has assessed \$225.00 of the forum fees to Claimant.
 - b. The Panel has assessed \$225.00 of the forum fees jointly and severally to Respondents.
3. Regarding the November 3, 2006 pre-hearing session:
 - a. The Panel has assessed \$1,125.00 of the forum fees to Respondent Luongo.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 787.50
Total Fees	= \$ 1,087.50
Less payments	= \$ 1,425.00
Refund Due Claimant	= \$ 337.50
2. Respondent Sun Trust is solely liable for:

Member Fees	= \$ 5,200.00
Total Fees	= \$ 5,200.00
Less Payments	= \$ 5,200.00
Balance Due NASD Dispute Resolution	= \$ 0.00
3. Respondent Luongo is solely liable for:

Forum Fees	= \$ 1,125.00
Total Fees	= \$ 1,125.00
Less Payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 1,125.00
4. Respondents are jointly and severally liable for:

Forum Fees	= \$ 787.50
Total Fees	= \$ 787.50
Less Payments	= \$ 331.50
Balance Due NASD Dispute Resolution	= \$ 456.00

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


ARBITRATION PANEL

Benjamin B. Segel, Esq.	-	Public Arbitrator, Presiding Chairperson
Daniel G. Zeiser, Esq.	-	Public Arbitrator
David A. Ruckman	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Benjamin B. Segel, Esq.
Public Arbitrator, Presiding Chairperson



Signature Date

Daniel G. Zeiser, Esq.
Public Arbitrator

Signature Date

David A. Ruckman
Non-Public Arbitrator

Signature Date

November 9, 2006
Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

Benjamin B. Segel, Esq.	-	Public Arbitrator, Presiding Chairperson
Daniel G. Zelser, Esq.	-	Public Arbitrator
David A. Ruckman	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Benjamin B. Segel, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



Daniel G. Zelser, Esq.
Public Arbitrator

11/8/06

Signature Date

David A. Ruckman
Non-Public Arbitrator

Signature Date

November 9, 2006

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11/9/06

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