

**Award**  
**NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Dolores H. Messina (Claimant) v. Gilbert M. Anderson, New Horizons Asset Management Group, LLC., Steven R. Gleason, and Thomas E. Hughes (Respondents)

Case Number: 05-04308

Hearing Site: New York, New York

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

**REPRESENTATION OF PARTIES**

Claimant Dolores H. Messina hereinafter referred to as "Claimant" appeared *pro-se*, at the hearing Laurence J. Leibowitz, Esq., New York, NY appeared on her behalf.

Respondents New Horizons Asset Management Group, LLC ("New Horizons"), Steven R. Gleason ("Gleason") and Thomas E. Hughes ("Hughes") hereinafter collectively referred to as "Respondents": Steven R. Gleason, New Horizons Asset Management Group, LLC, Newburgh, NY.

Respondent Gilbert M. Anderson hereinafter referred to as "Anderson" appeared *pro-se*.

**CASE INFORMATION**

Statement of Claim filed on or about: August 12, 2005.

Claimant signed the Uniform Submission Agreement: August 12, 2005.

Statement of Answer filed by Respondents on or about: September 12, 2005.

New Horizons signed the Uniform Submission Agreement: September 12, 2005.

Gleason signed the Uniform Submission Agreement: September 12, 2005.

Hughes signed the Uniform Submission Agreement: September 12, 2005.

Statement of Answer filed by Anderson on or about: September 12, 2005.

Anderson filed a Supplement to the Statement of Claim: October 3, 2005.

Anderson signed the Uniform Submission Agreement: September 12, 2005.

**CASE SUMMARY**

Claimant asserted the following causes of action: unsuitability, breach of contract, breach of fiduciary duty, misrepresentation, omission of facts, fraud, failure to supervise and negligence. The causes of action relate to the purchase of Nationwide "Best of America" Annuity.

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

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

### **RELIEF REQUESTED**

Claimant requested compensatory damages in the amount of \$25,000.00, interest, and costs of this arbitration.

Respondents requested dismissal of the Statement of Claim in its entirety and reimbursement of all surcharges, filing fees and expenses associated with this claim.

Anderson requested dismissal of the Statement of Claim in its entirety and reimbursement of all surcharges, filing fees and expenses associated with this claim.

### **OTHER ISSUES CONSIDERED AND DECIDED**

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

1. Respondents Anderson and Gleason are jointly and severally liable for and shall pay to Claimant compensatory damages in the amount of \$10,000.00.
2. 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 = \$ 125.00

#### **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 persons at the time of the events giving

rise to the dispute. Accordingly, New Horizons Asset Management Group, LLC is a party.

Member Surcharge = \$ 425.00

**Forum Fees and Assessments**

The Arbitrator assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Forum fees associated with these proceedings are:

One (1) Hearing session with Arbitrator @ \$450.00 /session	= \$ 450.00
Hearing: January 4, 2006 1 session	
Total Forum Fees	= \$ 450.00

1. The Arbitrator has assessed \$225.00 of the forum fees against Claimant.
2. The Arbitrator has assessed \$112.50 of the forum fees against Respondent Gleason.
3. The Arbitrator has assessed \$112.50 of the forum fees against Respondent Anderson.

**Fee Summary**

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 125.00
Forum Fees	= \$ 225.00
Total Fees	= \$ 350.00
Less payments	= \$ 425.00
Refund Due	= \$ 75.00
2. New Horizons is solely liable for:

Member Fees	= \$ 425.00
Total Fees	= \$ 425.00
Less payments	= \$ 425.00
Balance Due NASD Dispute Resolution	= \$ 0.00
3. Gleason is solely liable for:

Forum Fees	= \$ 112.50
Total Fees	= \$ 112.50
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 112.50
4. Anderson is solely liable for:

Forum Fees	= \$ 112.50
Total Fees	= \$ 112.50
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 112.50

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 1033(g) of the Code.

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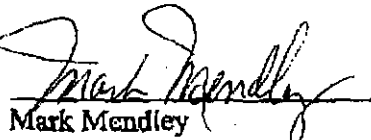
**ARBITRATOR**

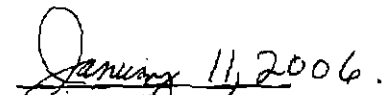
Mark Mendley

Sole Public Arbitrator

**Arbitrator's Signature**

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, which is my award.

  
Mark Mendley  
Public Arbitrator

  
Signature Date

JANUARY 12, 2006  
Date of Service (For NASD office use only)