

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Andrew Tomaskovic

97-00008

Name of Respondents

**Retirement Investment Group
SunPoint Securities Inc.
Aragon Financial Services Inc.
Signal Securities Inc.
Thomas Cannon
Gail Griseuk Gentry**

REPRESENTATION

For Claimant: Jeffrey P. Coleman, Esq., Clearwater, Florida.

For Respondent Retirement Investment Group ("RIG"): James H. Thornton of RIG.

For Respondent SunPoint Securities Inc. ("SunPoint"): Jan Douglas Atlas, Esq., of the law firm of Atlas, Pearlman, Trop & Borkdon, P.A., Ft. Lauderdale, Florida.

For Respondent Aragon Financial Services Inc. ("Aragon"): Scott L. Warfman, Esq., of the law firm of Bloom & Warfman, P.A., Miami, Florida.

For Respondent Signal Securities Inc. ("Signal"): Carla Wright of Signal.

Respondent Thomas Cannon ("Cannon") appeared pro se.

Respondent Gail Griseuk Gentry ("Gentry") did not appear.

CASE INFORMATION

Statement of Claim filed: January 2, 1997.

Claimant's Submission Agreement signed on or about: December 20, 1996.

Claimant's Motion to Expunge The Name of Respondent Thomas Cannon signed on: April 19, 1997.

Statement of Answer filed by Respondent SunPoint on: April 4, 1997.

Respondent SunPoint's Submission Agreement signed on: February 20, 1997.

Statement of Answer filed by Respondent Aragon on: April 15, 1997.

Respondent Aragon did not submit an executed Submission Agreement.

Respondents RIG, Signal, Cannon and Gentry did not file Statements of Answer or submit executed Submission Agreements.

HEARING INFORMATION

One telephonic pre-hearing conference was conducted with the arbitration panel on June 25, 1997 and one telephonic pre-hearing conference was conducted with the Chairperson on August 1, 1997.

CASE SUMMARY

Claimant alleged that he was led to believe through fraudulent and/or negligent misrepresentations, that the advice he was receiving was in his best interest and that his investments, as per his requests, would be financially sound and conservative. Claimant alleged that in reality, the purchases of extremely risky limited partnerships were only the beginning of an ongoing tragedy, marked throughout with deceit and false promises.

Respondents SunPoint and Aragon denied the allegations contained in the Statement of Claim.

Respondent Cannon maintained that he did not recommend to Claimant or purchase on behalf of Claimant any unsuitable investments, did not exceed his authority in trading on behalf of Claimant, did not excessively trade or "churn" Claimant's accounts, did not make fraudulent or negligent misrepresentations of any type to Claimant, did not breach any fiduciary duty to Claimant, did not violate any NASD or NYSE rules in dealing with Claimant or engage in any negligence or gross negligence or misconduct of any type in dealing with Claimant.

RELIEF REQUESTED

Claimant requested damages, jointly and severally, against the Respondents as follows: compensatory damages in the sum of \$194,364.00, inclusive of interest; punitive damages in the sum of \$60,000.00; costs, expenses and disbursements; the filing fee paid to NASD Regulation, Inc. and all forum fees advanced; and, such other and further relief as the arbitration panel deemed just and proper.

Respondents SunPoint and Aragon requested that each of the claims asserted against it be dismissed with prejudice, and that the panel enter in its favor an award for reasonable attorneys' fees and costs against the Claimant.

Respondent Cannon requested that he be relieved from paying Claimant any damages, including any alleged actual damages, interest, costs of arbitration or attorneys' fees and that he be awarded any and all further relief that the panel deemed just and proper. Respondent Cannon further requested that all references to this arbitration be expunged from his CRD record.

OTHER ISSUES CONSIDERED & DECIDED

Prior to the commencement of the evidentiary hearing, NASD Regulation, Inc. was informed that the Claimant had dismissed this matter with prejudice. In addition, Claimant requested that all references

to this arbitration be expunged from the CRD record of Respondent Cannon.

AWARD

After considering the pleadings and the Motion to Expunge, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

The Motion to Expunge all references to this arbitration from the CRD record of Respondent Thomas Cannon is granted.

FORUM FEES

Pursuant to Rule 10332(c) of the Code of Arbitration Procedure, the panel has assessed forum fees in the sum of \$1,050.00 (\$750.00 for one pre-hearing conference with the arbitration panel plus \$300.00 for one pre-hearing conference with the Chairperson).

1. Claimant is hereby assessed \$1,050.00 for which NASD Regulation, Inc. shall retain the \$750.00 hearing session deposit previously deposited by the Claimant in partial satisfaction thereof, leaving a balance due in the sum of \$300.00.

2. NASD Regulation, Inc. shall retain the \$200.00 claim filing fee previously deposited by the Claimant.

Fees are payable to National Association of Securities Dealers Regulation, Inc.

Concurring Arbitrators' Signatures

Public/Industry

/s/

William B. Gottfried, Esq.

Public

/s/

Archibald L. Watkins

Industry

/s/

Ruth C. Adrian

Public

Date of Decision: 12/12/97