

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant

Christian Briggs

Case Number: 99-02567

Name of the Respondents

All-Tech Investment Group, Inc.; and,
David W. Thompson

Hearing Site: Dallas, Texas

NATURE OF THE DISPUTE

Public Customer v. Member Firm and Associated Person

REPRESENTATION OF PARTIES

Claimant Christian Briggs, hereinafter referred to as "Claimant": Appeared pro se, but was initially represented by several attorneys.

Respondent All-Tech Investment Group, Inc., hereinafter referred to as "All-Tech": S. Cass Weiland, Esq. of Patton Boggs LLP, located in Dallas, Texas.

Respondent David W. Thompson ("Thompson"): Tim K. Kirk, Esq. of Miller Mentzer MacDonald, P.C., located in Dallas, Texas.

CASE INFORMATION

Statement of Claim filed: June 4, 1999.

Claimant signed the Uniform Submission Agreement: June 29, 1999.

Statement of Answer filed by Respondent All-Tech: September 16, 1999.

Respondent All-Tech signed the Uniform Submission Agreement: September 8, 1999.

Statement of Answer filed by Respondent Thompson: September 16, 1999.

Respondent Thompson signed the Uniform Submission Agreement: September 2, 1999.

Respondent All-Tech's Motion to Dismiss for Failure to Prosecute and for Costs filed: January 23, 2003.

Claimant did not file a response.

CASE SUMMARY

Claimant asserted the following causes of action: unsuitability; breach of fiduciary duty; common law fraud; violation of state and federal securities laws; All-Tech failed to adequately

supervise; negligent supervision and unauthorized and excessive trading. These causes of action related to the accumulation of significant positions in stocks that placed Claimant at significant risk.

Unless specifically admitted in its Answer, Respondent All-Tech denied the allegations made in the Statement of Claim and asserted the following defenses:

1. Claimant's claims should be dismissed because they fail to state a claim upon which relief can be granted against Respondent;
2. Any claims Claimant might otherwise have are barred by the following doctrines: waiver, ratification, laches, estoppel, associative risks and failure to mitigate;
3. Any claims Claimant might otherwise have are barred by his failure to timely object to or give notice of any reported complaint concerning trades in his account;
4. Any claims Claimant might otherwise have are barred because any damages Claimant might have suffered, if at all, were not caused by any action or inaction of All-Tech;
5. All-Tech acted in good faith in connection with any dealings it had with Claimant; and,
6. Any claim that Claimant might otherwise have is barred due to Claimant's indemnity and hold harmless agreement.

Unless specifically admitted in its Answer, Respondent Thompson denied the allegations made in the Statement of Claim and asserted the following defenses:

1. Claimant's claims should be dismissed because they fail to state a claim upon which relief can be granted against Respondent;
2. Any claims Claimant might otherwise have are barred by the following doctrines: waiver, ratification, laches, estoppel, associative risks and failure to mitigate;
3. Any claims Claimant might otherwise have are barred by his failure to timely object to or give notice of any reported complaint concerning trades in his account;
4. Any claims Claimant might otherwise have are barred because any damages Claimant might have suffered, if at all, were not caused by any action or inaction of Thompson;
5. Thompson did not know, and using reasonable care, could not have known of any reported violation of securities laws. Also, Thompson owed no duty to Claimant;
6. Thompson acted in good faith in connection with any dealings it had with Claimant; and,
7. Any claim that Claimant might otherwise have is barred due to Claimant's indemnity and hold harmless agreement.

RELIEF REQUESTED

Claimant requested:

Compensatory Damages

\$100,000.00

Punitive Damages

Interest

Attorneys' Fees

As provided for by the Texas
Deceptive Trade Practices Act
At a reasonable rate of return
Pursuant to the Texas Securities Act,
breach of contract and Texas
Deceptive Trade Practices Act

Respondent All-Tech requested that the arbitration claim be dismissed for failure to state a claim, or that an award be rendered in which Claimant receives nothing and that Claimant is required to pay all costs of arbitration, including, but not limited to, expert's fees, attorneys' fees and filing fees.

Respondent Thompson requested that the arbitration claim be dismissed for failure to state a claim, or that an award be rendered in which Claimant receives nothing and that Claimant is required to pay all costs of arbitration, including, but not limited to, expert's fees, attorneys' fees and filing fees.

OTHER ISSUES CONSIDERED AND DECIDED

After consideration of Respondent All-Tech's Motion to Dismiss for Failure to Prosecute and for Costs, the Panel on May 14, 2003 determined that unless some action was taken by the Claimant to pursue his claim by May 30, 2003, the Panel would dismiss the arbitration.

On November 7, 2002, Respondent Thompson notified NASD Dispute Resolution of the filing of a Voluntary Petition in the United States Bankruptcy Court. Pursuant to this filing, all matters concerning this party were indefinitely stayed.

AWARD

After considering the pleadings and the Motions presented by the parties, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent All-Tech Investment Group, Inc.'s Motion to Dismiss for Failure to Prosecute is granted and the claims filed by Claimant Christian Briggs are hereby dismissed with prejudice;
2. The parties shall bear their own costs of arbitration, including any attorneys' fees, except for those sums specifically enumerated herein; and,
3. 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 = \$ 225.00

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 person at the time of the events giving rise to the dispute. Accordingly, All-Tech Investment Group, Inc. is a party and the following member fees are assessed:

Member surcharge	= \$ 1,000.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$ 1,500.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

September 12-14, 2000 adjournment by all parties = \$ 750.00

Fees split evenly between all three parties.

Forum Fees and Assessments

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

Two (2) Pre-hearing sessions with Panel @ \$750.00	= \$ 1,500.00
Pre-hearing conferences: February 10, 2000 1 session	
July 2, 2002 1 session	
<hr/> Total Forum Fees	<hr/> = \$ 1,500.00

The Panel has assessed \$750.00 of the forum fees to Claimant Christian Briggs and \$750.00 of the forum fees to Respondent All-Tech Investment Group, Inc.

SEE SUMMARY

Claimant is solely liable for:

Initial Filing Fee	= \$ 225.00
Adjournment Fee	= \$ 250.00
<u>Forum Fees</u>	<u>= \$ 750.00</u>
Total Fees	= \$ 1,225.00
<u>Less payments</u>	<u>= \$ 2,575.00</u>
Balance Refunded by NASD Dispute Resolution	= \$ 1,350.00

Respondent All-Tech Investment Group, Inc. is solely liable for:

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Member Fees	= \$ 3,100.00
Adjournment Fee	= \$ 250.00
Forum Fees	= \$ 750.00
Total Fees	= \$ 4,100.00
Less payments	= \$ 5,250.00
Balance Refunded by NASD Dispute Resolution	= \$ 1,150.00

Respondent David W. Thompson is solely liable for:

Adjournment Fee	= \$ 250.00
Less payments	= \$ 450.00
Balance Refunded by NASD Dispute Resolution	= \$ 200.00

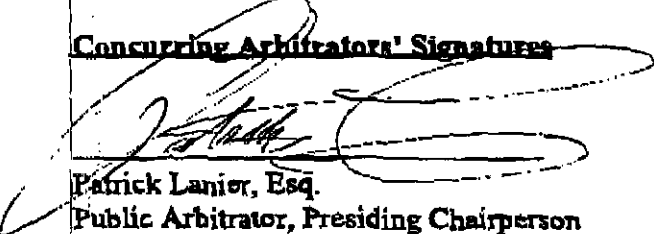
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Patrick Lanier, Esq. - Public Arbitrator, Presiding Chairperson

Kathy L. Eisenmenger, Esq. - Public Arbitrator

Ronald G. Johnson - Non-Public Arbitrator

Concurring Arbitrators' Signatures
Patrick Lanier, Esq.
Public Arbitrator, Presiding Chairperson3/9/04
Signature Date

Kathy L. Eisenmenger, Esq.
Public Arbitrator

Signature Date

Ronald G. Johnson
Non-Public Arbitrator

Signature Date3/9/04 mmm
Date of Service (For NASD Dispute Resolution office use only)

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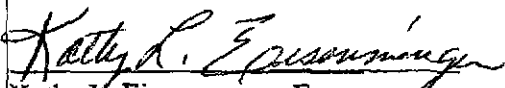
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