

**Award**  
**FINRA Dispute Resolution Services**

---

In the Matter of the Arbitration Between:

Claimant  
Sandra Kim

Case Number: 19-02991

vs.

Respondents  
Independent Financial Group, LLC  
Anthony Martin Bonafede  
David Allen Fischer  
Scott Allen Heising  
James Marten Lamont  
Joe Henry Miller  
Independent Financial Group, Inc.  
Lamont Financial Services

Hearing Site: San Francisco, California

---

Awards are rendered by independent arbitrators who are chosen by the parties to issue final, binding decisions. FINRA makes available an arbitration forum—pursuant to rules approved by the SEC—but has no part in deciding the award.

Nature of the Dispute: Customer vs. Member, Associated Persons, and Non-Members

This case was decided by a majority-public panel.

**REPRESENTATION OF PARTIES**

For Claimant Sandra Kim (“Claimant”): Brent D. Meyer, Esq., Meyer Law Group LLP, San Francisco, California.\*

For Respondents Independent Financial Group, LLC. (“IFG LLC”), Independent Financial Group, Inc. (“IFG Inc.”), Anthony Martin Bonafede (“Bonafede”), David Allen Fischer (“Fischer”), Scott Allen Heising (“Heising”), and Joe Henry Miller (“Miller”): Edward S. Zusman, Esq. and Rick Smith, Esq., Markun Zusman Freniere & Compton LLP, San Francisco, California.

Hereinafter, IFG LLC, IFG, Inc., Bonafede, Fischer, Heising, and Miller will collectively be referred to as “IFG Respondents”.

For Respondents Lamont Financial Services (“Lamont Financial”) and James Marten Lamont (“Lamont”): Michael P. Ring, Esq., Law Office of Michael P. Ring & Associates, Santa Barbara, California.

Hereinafter, IFG Respondents, Lamont Financial, and Lamont will collectively be referred to as "Respondents".

\*FINRA recorded the appearance of Claimant's counsel at the time of filing of the Statement of Claim. Counsel's representation of Claimant may have ended with the parties' settlement. Please see the Other Issues Considered and Decided section of this Award for information on whether Claimant's counsel appeared at the expungement hearing.

### **CASE INFORMATION**

Statement of Claim filed on or about: October 4, 2019.  
Claimant signed the Submission Agreement: October 4, 2019.

Statement of Answer filed by IFG Respondents on or about: December 17, 2019.  
Statement of Answer filed by Lamont Financial and Lamont on or about: February 26, 2020.  
IFG LLC. signed the Submission Agreement: November 7, 2019.  
IFG, Inc. signed the Submission Agreement: November 7, 2019.  
Bonafede did not sign the Submission Agreement. Fischer signed the Submission Agreement: November 7, 2019.  
Heising signed the Submission Agreement: November 7, 2019.  
Miller signed the Submission Agreement: November 7, 2019.  
Lamont Financial signed the Submission Agreement: February 25, 2020.  
Lamont signed the Submission Agreement: February 25, 2020.

### **CASE SUMMARY**

In the Statement of Claim, Claimant asserted the following causes of action: negligence; breach of fiduciary duty; fraud; violation of California corporations code section 25000 et seq.; financial elder abuse; unfair competition law (Bus. & Prof. Code, section 17200 et seq.); and negligent supervision. The causes of action relate to purchase of Life Settlement Contracts in Claimant's retirement portfolio.

In their respective Statements of Answer, Respondents denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

### **RELIEF REQUESTED**

In the Statement of Claim, Claimant requested:

1. General and special damages in the amount of \$99,500.00;
2. Pre-judgment interest on any unpaid compensation from the date such amounts were due;
3. Reasonable attorneys' fees and for costs of suit incurred;
4. Rescission;
5. Restitution;
6. Punitive damages in an amount that will punish and deter Respondents from engaging in, condoning, and failing to end the retaliatory practices and treatment;
7. Treble damages in the amount of \$298,500.00 pursuant to applicable law, including, but not limited to, California Civil Code section 3345; and
8. Such other and further relief as deemed just and proper.

In their Statement of Answer, IFG Respondents requested:

1. All causes of action be dismissed against IFG Respondents;
2. Claimant takes nothing by way of her Statement of Claim;
3. IFG Respondents' portion of the forum fees be assessed against Claimant;
4. Attorneys' fees and costs incurred; and
5. Any other relief that the Panel deems just and proper.

In their Statement of Answer, Lamont Financial and Lamont requested:

1. Judgment in favor of Lamont Financial and Lamont;
2. Reasonable attorneys' fees;
3. Costs of suit; and
4. Such other and further relief as the Panel deems just and proper.

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

The Arbitrators acknowledge that they have each read the pleadings and other materials filed by the parties.

Bonafede did not file a properly executed Submission Agreement but is required to submit to arbitration pursuant to the Code of Arbitration Procedure ("Code") and, having answered the claim, appeared, and testified at the expungement hearing, is bound by the determination of the Panel on all issues submitted.

On October 16, 2020, Claimant filed a notice of voluntary dismissal with prejudice regarding Bonafede, Fischer, Heising, and Miller. On June 2, 2021, Claimant filed a notice of voluntary dismissal with prejudice regarding IFG, Inc. and IFG LLC. On September 9, 2021, Claimant filed a notice of voluntary dismissal with prejudice regarding Lamont Financial Services and Lamont. Therefore, the Panel made no determination with respect to any of the relief requests contained in the Statement of Claim.

On July 8, 2021, Respondents Bonafede, Heising, and Miller filed a Motion for Expungement, to which no response was filed.

The Panel conducted a recorded, telephonic hearing on December 10, 2021, so the parties could present oral argument and evidence on Bonafede, Heising, and Miller's request for expungement.

Claimant did not participate in the expungement hearing.

The Panel reviewed Bonafede, Heising, and Miller's BrokerCheck® Reports. The Panel noted that a prior arbitration panel or court has not previously ruled on expungement of the same occurrences in the Central Registration Depository ("CRD").

The Panel also reviewed the settlement documentation, considered the amount of payment made to any party to the settlement, and considered other relevant terms and conditions of the settlement. The Panel noted that the settlement was not conditioned on any party to the settlement not opposing the request for expungement and that Bonafede, Heising, and Miller did not contribute to the settlement amount.

In recommending expungement, the Panel relied upon the following documentary or other evidence: Claimant's Statement of Claim; IFG Respondents' Statement of Answer; Lamont Financial Services and Lamont's Statement of Answer; the Motion for Expungement; the settlement agreement; and Bonafede, Heising, and Miller's BrokerCheck® Reports.

### **AWARD**

After considering the pleadings, the testimony and evidence presented at the expungement hearing the Panel has decided in full and final resolution of the issues submitted for determination as follows:

The Panel recommends the expungement of all references to the above-captioned arbitration (Occurrence Number 2131164) from registration records maintained by the CRD for Respondent Anthony Martin Bonafede (CRD Number 4488157) with the understanding that, pursuant to Notice to Members 04-16, Respondent Anthony Martin Bonafede must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

The Panel recommends the expungement of all references to the above-captioned arbitration (Occurrence Number 2131555) from registration records maintained by the CRD for Respondent Scott Allen Heising (CRD Number 2192259) with the understanding that, pursuant to Notice to Members 04-16, Respondent Scott Allen Heising must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

The Panel recommends the expungement of all references to the above-captioned arbitration (Occurrence Number 2131717) from registration records maintained by the CRD for Respondent Joe Henry Miller, Jr. (CRD Number 1172989) with the understanding that, pursuant to Notice to Members 04-16, Respondent Joe Henry Miller, Jr. must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by FINRA, parties seeking judicial confirmation of an arbitration award containing expungement relief must name FINRA as an additional party and serve FINRA with all appropriate documents.

Pursuant to Rule 12805 of the Code of Arbitration Procedure ("Code"), the Panel has made the following Rule 2080 affirmative findings of fact:

The claim, allegation, or information is factually impossible or clearly erroneous.

The claim, allegation, or information is false.

The Panel has made the above Rule 2080 findings based on the following reasons:

The claims against Mr. Bonafede, Mr. Heising, and Mr. Miller should be expunged because they are false and clearly erroneous. Claimant bought a product from the broker, Mr. Lamont, after he left IFG LLC, where Mr. Bonafede, Mr. Heising, and Mr. Miller worked. Mr. Lamont was an independent contractor at IFG LLC. Mr. Heising was the

CFO and Mr. Bonafede was a compliance officer for a different class of product, so neither had any supervisory duties with respect to Mr. Lamont. Mr. Miller, as the CEO, had ultimate supervisory responsibility, but he had no ability to oversee this transaction because Mr. Lamont was no longer at IFG LLC at the time it was completed, and it involved a product which IFG LLC was not involved with.

### **FEES**

Pursuant to the Code, the following fees are assessed:

#### **Filing Fees**

FINRA Dispute Resolution Services assessed a filing fee\* for each claim:

Initial Claim Filing Fee = \$ 1,425.00

*\*The filing fee is made up of a non-refundable and a refundable portion.*

#### **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 event giving rise to the dispute. Accordingly, as a party, Respondent IFG LLC is assessed the following:

Member Surcharge = \$ 1,900.00  
Member Process Fee = \$ 3,750.00

#### **Hearing Session Fees and Assessments**

The Panel has assessed hearing session 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), which lasts four (4) hours or less. Fees associated with these proceedings are:

Three (3) pre-hearing sessions with the Panel @ \$1,125.00/session = \$ 3,375.00  
Pre-Hearing Conferences: February 13, 2020 1 session  
March 25, 2020 1 session  
September 30, 2021 1 session

One (1) hearing session on expungement request @ \$1,125.00/session = \$ 1,125.00  
Hearing: December 10, 2021 1 session

---

Total Hearing Session Fees = \$ 4,500.00

The Panel has assessed \$562.50 of the hearing session fees to Claimant.

The Panel has assessed \$562.50 of the hearing session fees jointly and severally to Respondents.

The Panel has assessed \$1,125.00 of the hearing session fees to IFG LLC.

The Panel has assessed \$750.00 of the hearing session fees to Bonafede.

The Panel has assessed \$750.00 of the hearing session fees to Heising.

The Panel has assessed \$750.00 of the hearing session fees to Miller.

All balances are payable to FINRA Dispute Resolution Services and are due upon receipt.

**ARBITRATION PANEL**

Helen Marinak Blohm	-	Public Arbitrator, Presiding Chairperson
Lester Friedman	-	Public Arbitrator
Mary H. Evans	-	Non-Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument, which is my award.

**Concurring Arbitrators' Signatures**

***Helen Marinak Blohm***

\_\_\_\_\_  
Helen Marinak Blohm  
Public Arbitrator, Presiding Chairperson

***12/17/2021***

\_\_\_\_\_  
Signature Date

***Lester Friedman***

\_\_\_\_\_  
Lester Friedman  
Public Arbitrator

***12/16/2021***

\_\_\_\_\_  
Signature Date

***Mary H. Evans***

\_\_\_\_\_  
Mary H. Evans  
Non-Public Arbitrator

***12/16/2021***

\_\_\_\_\_  
Signature Date

Awards are rendered by independent arbitrators who are chosen by the parties to issue final, binding decisions. FINRA makes available an arbitration forum—pursuant to rules approved by the SEC—but has no part in deciding the award.

December 17, 2021

Date of Service (For FINRA Dispute Resolution Services use only)