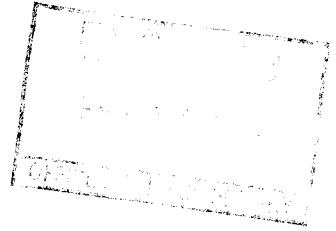


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February 8, 2004

S7-06-04

Jonathan G. Katz
Secretary, Securities and Exchange Commission
450 Fifth Street, NW
Washington, DC 20549-0609

Dear Mr. Katz,

I understand that you are asking for suggestions on "new confirmations and Point of Sale Disclosures Requirements"

This Feb. 04, 2004, my NASD complaint was ruled against me. I do not know how in the world, Mr. Greensberg, The NASD Arbitrator could have come up with this finding. Mr. Greensberg ruled for the brokerage company. I will attempt to explain this ridiculous finding.

On June 3, 2002, I bought 500 shares of TYC stock at \$17.73 a share, this was a margin trade, hence I used the brokerage funds to purchase half of the stock.

As soon as I bought the stock, it began to fall, and on June 7, 2002, just three days later the stock fell to \$10.00 a share and Interactive Brokers (IB), sold ALL of my shares and refunded me \$993 of my own money.

The TYC shares did not go any lower, but for me it was too late. I was made to lose, Approx. \$3400.

I filed an NASD complaint and it was finally heard on 2/04/2004 and I lost an additional \$175 to file along with \$550 for the hearing, postage, mileage, paperwork, time and mental anguish.

When my stock was sold by IB, the stock was still worth \$5000. IB money, approx. \$4432 was still safe and in no jeopardy when IB elected to enforce the "Margin Maintenance Requirement" of \$2000.

I stipulated that IB's investment was still safe and they had no reason to sell my stock.

I also think that the arbitrator ruled against me, because I requested that he "recuse himself" because he was showing favoritism for the respondent by not having them appear in person at the

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hearing, this along with a ruling that he ruled that they also did not have to transcribe a telephone conversation.

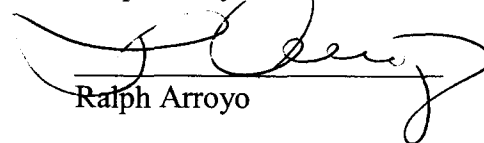
I CONTEND THAT A RULE SHOULD BE MADE THAT WHEN STOCK ARE PURCHASED ON "MARGIN" AND THERE ARE STILL SUFFICIENT FUNDS TO COVER THE MARGIN MONEY PUT IN BY THE BROKER, THE MARGIN MAINTENANCE SHOULD NOT BE AN ISSUE AND THE STOCKS SHOULD NOT BE SOLD, UNTIL AND IF THE STOCK FALL BELOW THE STOCK MARGIN VALUE.

A SECOND RULE THAT SHOULD BE MADE. IF THE BROKER HIRES ATTORNEYS OUTSIDE THE AREA WHERE THE COMPLAINT IS FILED, AND THE BROKERAGE COMPANY KNOWS THIS IN ADVANCE, THEY SHOULD BE MADE TO HIRE AN ATTORNEY IN THE AREA OF RESPONSIBILITY WHERE THE COMPLAINT HAS BEEN FILED. Thus, a telephone conference call would be eliminated. IF EITHER THE CLAIMANT OR THE RESPONDENT IS AGAINST A TELEPHONE CONFERENCE THEN A MANDATORY APPEARANCE OF BOTH, IS IN ORDER.

I am enclosing to you, in part, copies of what transpired.

Thanking you in advance for the time you have given me, I remain,

Respectfully Yours,



Ralph Arroyo