

**STIPULATED AWARD
NASD Dispute Resolution**

In the Matter of the Arbitration Between

Name of Claimant

The Estate of Richard V. O'Meara

and

Case Number: 01-03234
Hearing Site: Detroit, Michigan

Names of Respondents

Gerwin Group, Inc. and
Christopher Lee Gerwin

NATURE OF CASE

Customer v. Member and Associated Person

REPRESENTATION OF PARTIES

The Estate of Richard V. O'Meara ("Claimant") was represented by Paul Young, Securities Arbitration Group, Inc., Los Angeles, California, until on or about April 17, 2003. Claimant was represented by Bernard M. O'Meara thereafter.

Gerwin Group, Inc. ("GGI") and Christopher Lee Gerwin ("Gerwin"), hereinafter referred to as "Respondents," were represented by Gary M. Saretsky, Esq., and Karen A. Gould, Esq., Hertz, Schram & Saretsky, P.C., Bloomfield Hills, Michigan.

CASE INFORMATION

The Statement of Claim was filed on or about June 21, 2001. The Submission Agreement of Claimant, The Estate of Richard V. O'Meara, was signed on or about June 6, 2001, by Bernard M. O'Meara, as Personal Representative.

The Statement of Answer was filed by Respondents, Gerwin Group, Inc. and Christopher Lee Gerwin, on or about August 13, 2001.

CASE SUMMARY

Claimant asserted the following legal theories in support of his recovery: fraud; misrepresentation by both commission and omission; fraudulent use of manipulative and deceptive tactics; suitability; failure to supervise; violation of NASD guidelines and Rules of Fair Practice; violation of NYSE Rule 405 and violations of SEC Rule 15c1-2. The causes of action relate to Claimant's investment in Moonlight Entertainment stock, which Claimant asserted was not suitable for him.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted factual and legal defenses including the following: Claimant has failed to state a claim upon which relief maybe granted; Claimant's claim is barred by any governing statute of limitations or the equitable doctrines of waiver, estoppel, and/or laches; and Respondents did not proximately cause Claimant to incur damages.

RELIEF REQUESTED

Claimant requested an award in the amount of \$75,000.00 in compensatory damages, \$75,000.00 in punitive damages, \$12,000.00 in interest plus additional pre and post-award interest, attorneys' fees, costs, and other unspecified relief.

Respondents requested that the claims asserted against them be denied in their entirety and that they be awarded their costs and attorneys' fees and that all references to this matter be expunged from their CRD records.

OTHER ISSUES CONSIDERED & DECIDED

Respondents, Gerwin Group, Inc. and Christopher Lee Gerwin, did not file with NASD Dispute Resolution properly executed submissions to arbitration but are required to submit to arbitration pursuant to Rule 10301 of the NASD Code of Arbitration Procedure (the "Code") and having answered the claim, appeared and testified through counsel at the pre-hearings are bound by the determination of the arbitration panel on all issues submitted.

The panel has been informed that the parties have agreed to resolve this matter. However, Claimant and Respondents jointly ask the panel to make a specific finding that there were no sales practice violations or wrongdoing or other liability attributable to Gerwin and GGI and enter an Award recommending the expungement of all reference to the above-captioned arbitration from all registration records of Respondents Gerwin and GGI maintained by the NASD Central Registration Depository ("CRD"), with the understanding that, pursuant to NASD Notice to Members 99-90, Respondents must obtain the confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered. In either case, the parties have agreed to receive conformed copies of the award while the original(s) remain on file with the NASD Dispute Resolution (the "NASD").

AWARD

After considering the parties' submissions and representations, but without making any conclusions of law, the undersigned arbitrators order as follows:

- 1.) Claimant's claims, having been withdrawn, are dismissed with prejudice;
- 2.) Other than Forum Fees which are specified below, the parties shall each bear their own costs and expenses incurred in this matter;
- 3.) Pursuant to the parties' stipulated request, the panel enters a finding of no sales practice violations or any other wrongdoing by Respondents Gerwin and GGI;

- 4.) The panel recommends the expungement of all reference to the above captioned arbitration from Respondents Christopher Lee Gerwin's and Gerwin Group, Inc.'s registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-09, Respondent Christopher Lee Gerwin and Gerwin Group, Inc., must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
- 5.) Any relief not specifically enumerated, including punitive damages and attorney fees, is hereby denied with prejudice.

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 = \$ 300.00

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 event giving rise to the dispute. In this matter, the member firm is Gerwin Group, Inc.

Member surcharge	= \$ 1,500.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 2,500.00

Adjournment Fees

Adjournments requested during these proceedings:

September 24-26, 2003, adjournment requested by Claimant = \$ 1,125.00

Forum Fees and Assessments

The Arbitration Panel assesses forum fees for each hearing session conducted. A hearing 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:

One (1) Pre-hearing session with a single arbitrator x \$450.00 = \$ 450.00
Pre-hearing conference: May 16, 2002 1 session

One (1) Pre-hearing session with Panel x \$1,125.00 = \$ 1,125.00
Pre-hearing conference: November 19, 2001 1 session

Total Forum Fees = \$ 1,575.00

The Arbitration Panel has assessed \$525.00 of the forum fees to Claimant.

The Arbitration Panel has assessed \$525.00 of the forum fees to Christopher Lee Gerwin.

The Arbitration Panel has assessed \$525.00 of the forum fees to Gerwin Group, Inc.

Fee Summary

Claimant, The Estate of Richard V. O'Meara, is liable for:

Initial Filing Fee	= \$ 300.00
Adjournment Fee	= \$ 1,125.00
Forum Fees	= \$ 525.00
<hr/> Total Fees	<hr/> = \$ 1,950.00
Less payments	= \$ 2,175.00
Balance Refunded by NASD Dispute Resolution	= \$ 225.00

Respondent, Gerwin Group, Inc., is liable for:

Member Fees	= \$ 4,600.00
Forum Fees	= \$ 525.00
<hr/> Total Fees	<hr/> = \$ 5,125.00
Less payments	= \$ 4,600.00
Balance Due NASD Dispute Resolution	= \$ 525.00

Respondent, Christopher Lee Gerwin, is liable for:

Forum Fees	= \$ 525.00
<hr/> Total Fees	<hr/> = \$ 525.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 525.00

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

ARBITRATION PANEL

Barry Goldman, Esq. - Public Arbitrator, Presiding Chair

Jerome D. Sobczak - Public Arbitrator

Joseph H. Mizzi - Non-Public Arbitrator

Concurring Arbitrators:

/s/ Barry Goldman, Esq.

Barry Goldman, Esq.

Public Arbitrator, Presiding Chair

11/04/04

Signature Date.

/s/ Jerome D. Sobczak

Jerome D. Sobczak

Public Arbitrator

11/03/04

Signature Date

/s/ Joseph H. Mizzi

Joseph H. Mizzi

Non-Public Arbitrator

Signature Date

11/04/04

Date of Service (For NASD office use only)

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ARBITRATION PANEL

Barry Goldman, Esq. - Public Arbitrator, Presiding Chair
Jerome D. Sobczak - Public Arbitrator
Joseph H. Mizzi - Non-Public Arbitrator

Concurring Arbitrators:

Barry Goldman, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Jerome D. Sobczak
Jerome D. Sobczak
Public Arbitrator

11-03-04
Signature Date

Joseph H. Mizzi
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

NASD Dispute Resolution
Arbitration No. 01-03234
Award Page 5 of 5

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Jerome D. Sobczak - Public Arbitrator
Joseph H. Mizzi - Non-Public Arbitrator

Concurring Arbitrators:



Barry Goldman, Esq.
Public Arbitrator, Presiding Chair

11/4/04

Signature Date

Jerome D. Sobczak
Public Arbitrator

Signature Date

Joseph H. Mizzi
Non-Public Arbitrator

Signature Date


Date of Service (For NASD office use only)

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ARBITRATION PANEL

Barry Goldman, Esq. - Public Arbitrator, Presiding Chair
Jerome D. Sobczak - Public Arbitrator
Joseph H. Mizzi - Non-Public Arbitrator

Concurring Arbitrators:


Public Arbitrator, Presiding Chair

Jerome D. Sobczak
Public Arbitrator

Signature Date


Joseph H. Mizzi
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)