

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

InvestPrivate, Inc. (Claimant) v. Nick Son (Respondent)

Case Number: 02-05080

Hearing Site: New York, N.Y.

Nature of the Dispute: Member v. Associated Person.

REPRESENTATION OF PARTIES

Claimant, InvestPrivate, Inc. ("Claimant"): Eric S. Hutner, Esq., Eric S. Hutner & Associates, New York, NY.

Respondent, Nick Son ("Respondent"): Alfred Ferrer III, Esq., Eaton & Van Winkle, LLP, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: August 26, 2002.

Reply to Statement of Answer filed by Claimant on or about: December 1, 2003.

Claimant signed the Uniform Submission Agreement: August 26, 2002.

Statement of Answer filed by Respondent on or about: January 29, 2003.

Respondent signed the Uniform Submission Agreement: January 29, 2003.

CASE SUMMARY

Claimant asserted the following cause of action: Claimant alleged that the forgivability conditions for certain advances to Respondent in the aggregate amount of \$40,000.00 at the beginning of Respondent's employment by Claimant were not met and that the full sum of such advances must be repaid, with interest.

Respondent denied the material allegations of the Statement of Claim and other defenses.

RELIEF REQUESTED

Claimant requested an award against Respondent in the sum of \$40,000.00, together with interest and costs of the proceedings, including reasonable attorneys' fees and for additional relief as the arbitrators may deem just and proper.

Respondent requested dismissal of the Statement of Claim with prejudice on the merits and declaring the Promissory Notes and Affidavits of Confession of Judgment in the Statement of Claim to be invalid, unenforceable, procured by fraud and used in an illegal and fraudulent manner; that Claimant pay his attorneys' fees and expenses of this arbitration; and for such further relief in favor of Respondent and against Claimant as the arbitrators may deem just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

On or about February 23, 2004, NASD Dispute Resolution was notified that the parties settled this matter.

Solely as a compromise and settlement of the disputed claims in this proceeding, without either party admitting the other's claims or defenses, and solely to avoid the cost, inconvenience, and uncertainty of a hearing in this matter, the parties have agreed to this stipulated award in full and final resolution of the issues submitted for determination.

AWARD

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Respondent shall pay Claimant a total of \$22,500 as follows: (i) an initial payment of \$10,000 shall be made on or before April 1, 2004; (ii) commencing on June 1, 2004, and continuing for 12 months to May 1, 2005, a payment of \$1,000; and (iii) a final payment on or before June 1, 2005, of \$500. There shall be no prepayment penalty.
2. Should Respondent fail to make any scheduled payment, Claimant shall be authorized to notify the NASD that Respondent has not complied with the terms of this stipulated award and thus has become subject to any sanction that the NASD has the power to levy. Claimant shall at the same time advise the NASD of the amount Respondent has paid pursuant to the stipulated award, and the balance remaining. Claimant shall give Respondent five business days' notice by overnight mail to Respondent's residential address, with a copy at the same time by overnight mail to Respondent's attorney at his office above, of Claimant's intent to notify the NASD of Respondent's noncompliance with this stipulated award, giving Respondent the opportunity to cure the noncompliance during such period.
3. Any and all relief not specifically addressed herein, including punitive and/or treble damages, is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$1,000.00
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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. In this matter, InvestPrivate, Inc. is a party.

Member Surcharge	= \$ 875.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$1,000.00
Total Member Fees	= \$2,625.00

Forum Fees and Assessments

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

Three (3) Pre-hearing conference sessions with the sole arbitrator @ \$450.00	= \$1,350.00
Pre-hearing conferences:	
August 4, 2003	1 session
November 3, 2003	1 session
February 12, 2004	1 session
Total Forum Fees	= \$1,350.00

1. The Arbitrator has assessed \$675.00 of the forum fees against Claimant.
2. The Arbitrator has assessed \$675.00 of the forum fees against Respondent.

Fee Summary

1. Claimant is solely liable for:

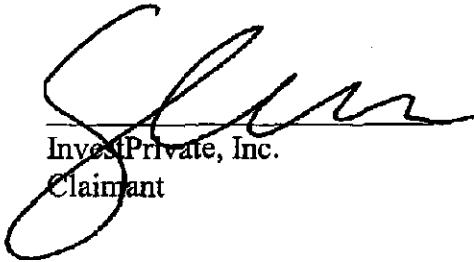
Initial Filing Fee	= \$1,000.00
Member Fees	= \$2,625.00
Forum Fees	= \$ 675.00
Total Fees	= \$4,300.00
Less payments	= \$4,075.00
Balance Due NASD Dispute Resolution	= \$ 225.00

2. Respondent is solely liable for:

<u>Forum Fees</u>	= \$ 675.00
<u>Total Fees</u>	= \$ 675.00
<u>Less payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 675.00

All balances are due and payable to NASD Dispute Resolution

Parties' Signatures



InvestPrivate, Inc.
Claimant

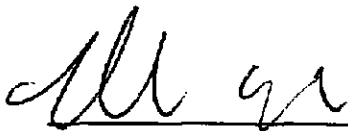
3-08-04
Signature Date

Nick Son
Respondent

Signature Date

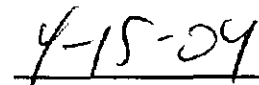
Parties' Signatures

InvestPrivate, Inc.
Claimant



Nick Son
Respondent

Signature Date



Signature Date

ARBITRATOR

E. Stephen Walsh, Esq.

- Sole Non-Public Arbitrator, Presiding Chair

Arbitrator's Signature

E. Stephen Walsh
E. Stephen Walsh, Esq.
Sole Non-Public Arbitrator, Presiding Chair

Apr 26, 2004
Signature Date

May 6, 2004
Date of Service (For NASD office use only)