

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Marion F. Brink

Case Number: 03-02152

Name of the Respondents
Assist Investment Management Co., Inc.,
Arthur C. Peterson, Dean A. Bengen,
and Patricia A. Peterson

Hearing Site: Chicago, Illinois

NATURE OF THE DISPUTE

Customer v. Member Firm and Associated Persons

REPRESENTATION OF PARTIES

Stephen S. Berkeley, Esq., of the firm Shaheen Novoselsky Staat & Filipowski, with offices located in Chicago, Illinois, represented Claimants Marion F. Brink, hereinafter referred to as "Claimant."

Eric A. Michaels, Esq., of the firm Hertz Schram & Saretsky, PC, with offices located in Bloomfield Hills, Michigan, represented Respondents Assist Investment Management Co., Inc., hereinafter referred to as "Assist Investment."

W. Perry Brandt, Esq., of the firm Berkowitz Stanton Brandt Williams & Shaw with offices located in Kansas City, Missouri, represented Respondents Arthur C. Peterson, hereinafter referred to as "A. Peterson," Dean A. Bengen, hereinafter referred to as "Bengen," and Patricia A. Peterson, hereinafter referred to as "P. Peterson."

CASE INFORMATION

Claimant filed the Statement of Claim on or about March 21, 2003. Claimant signed the Uniform Submission Agreement on March 11, 2003.

Respondent Assist Investment filed a Statement of Answer on July 2, 2003. Respondent Assist Investment signed the Uniform Submission Agreement on June 6, 2003.

Respondents A. Peterson, Bengen, and P. Peterson filed a Joint Statement of Answer on June 16, 2003. Respondent Peterson signed the Uniform Submission Agreement on June 6, 2003, Respondent Bengen signed it on June 16, 2003, and Respondent P. Peterson also signed it on June 16, 2003.

CASE SUMMARY

Claimant asserted the following causes of action: violations of the Securities Exchange Act of 1934; violations of the Illinois Securities Law of 1953; violations of the Illinois Consumer Fraud and Deceptive Business Practices Act; breach of fiduciary duty; negligence; and breach of contract.

The causes of action relate to investments in mutual funds.

Unless specifically admitted in its Answer, Assist Investment denied the allegations made in the Statement of Claim and asserted the following defenses: statement of claim fails to state a claim upon which relief can be granted; authorization and/or ratification; all transactions were suitable for Brink; claims are barred, in whole or in part, by the applicable statutes of limitation or the equitable doctrines of waiver, estoppel and/or laches; Assist did not owe fiduciary duties to Brink; Claimant cannot establish causation or loss causation; Claimant is responsible, in whole or in part, for the complained of transactions and any resulting investment losses; Assist maintained an adequate system of supervision; Claimant is not entitled to punitive damages, enhanced damages, attorney's fees, or costs; Assist reserved the right to add additional affirmative or other defenses at any time.

Unless specifically admitted in their Answer, A. Peterson, Bengen, and P. Peterson denied the allegations made in the Statement of Claim and asserted the following defenses: claims are barred by the applicable statutes of limitation; Claimant failed to notify Respondents of the alleged acts or omissions; claims are barred by the doctrines of ratification, account stated, estoppel, waiver, and laches; failure to state a claim; failure to mitigate; any losses suffered were the result of economic and market conditions with respect to which Claimant assumed all risk of loss; comparative and/or contributory negligence; Respondents acted in good faith; Respondents did not intend to commit any act or omission, which allegedly resulted in Claimant being deceived or defrauded; and no private cause of action exists for a customer to enforce rules of the NASD or NYSE.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$400,000.00, punitive damages, interest, attorney's fees, costs, and any such relief the Panel deems just and equitable.

Respondents requested denial and dismissal of claims.

OTHER ISSUES CONSIDERED AND DECIDED

On January 26, 2004 parties entered a Stipulation and Notice of Withdrawal of Action as to Respondent Dean A. Bengen.

The Panel has been informed that the parties have agreed to resolve this matter. However, Respondents have asked the Panel for an Award recommending the expungement of all reference to the Arbitration from the registration records of Respondents Arthur C. Peterson, Dean A. Bengen, and Patricia A. Peterson maintained by the NASD Central Registration Depository ("CRD"), with the understanding that, pursuant to NASD Notice of Members 99-09, Respondents must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive. Claimants have no objection to Respondents' request and have stipulated to said expungement.

AWARD

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

1. The Panel recommends the expungement of all references to the above captioned arbitration from Respondents Arthur C. Peterson, Dean A. Bengen, and Patricia A. Peterson's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondents A. Peterson, Bengen, and P. Peterson must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
2. Except for the forum fees associated with this matter, which are specified herein, the parties shall bear their own costs, including attorney's fees.
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 = \$ 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 events giving rise to the dispute. Accordingly, Assist Investment, as a party, is assessed the following fees:

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
<u>Hearing process fee</u>	<u>= \$2,750.00</u>
Total	= \$5,200.00

Forum Fees and Assessments

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

Two (2) Pre-hearing sessions with Panel at \$1,125.00 = \$2,250.00

Pre-hearing conferences:	September 19, 2003	1 session
	July 6, 2004	1 session
Total Forum Fees		= \$2,250.00

The Panel assessed \$750.00 of the forum fees to Marion F. Brink, assessed \$750.00 of the forum fees to Assist Investment Management Co., Inc., and assessed \$750.00 of the forum fees jointly and severally to A. Peterson, Bengen, and P. Peterson.

In accordance with 10332(f) of the Code, NASD will retain the remainder of Claimant's hearing session deposit = \$ 375.00

FEE SUMMARY

Claimant Marion F. Brink is solely liable for:

Initial Filing Fee	= \$ 300.00
8-Day Fee	= \$ 375.00
Forum Fees	= \$ 750.00
Total Fees	= \$1,425.00
<u>Less payments</u>	<u>= \$1,425.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Assist Investment Management Co., Inc., is solely liable for:

Member Fees	= \$5,200.00
Forum Fees	= \$ 750.00
Total Fees	= \$5,950.00
<u>Less payments</u>	<u>= \$9,450.00</u>
Balance Already Refunded by NASD Dispute Resolution	= \$3,500.00

Respondents Arthur C. Peterson, Dean A. Bengen, and Patricia A. Peterson are jointly and severally liable for:

Forum Fee	= \$ 750.00
Total Fees	= \$ 750.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 750.00

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

ARBITRATOR

James P. O'Donnell

Public Arbitrator, Presiding Chairperson

Arbitrator's Signature

/s/ James P. O'Donnell

03/21/05

James P. O'Donnell
Public Arbitrator, Presiding Chairperson

Signature Date

03/21/05

Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution
Arbitration No. 03-02152
Award Page 5 of 5

Respondents Arthur C. Peterson, Dean A. Bengen, and Patricia A. Peterson are jointly and severally liable for:

Forum Fee	= \$ 750.00
Total Fees	= \$ 750.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 750.00

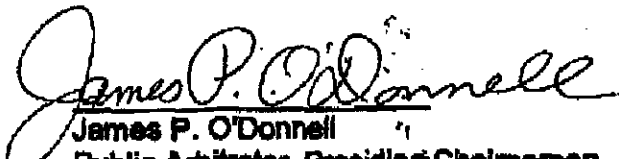
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATOR

James P. O'Donnell

Public Arbitrator, Presiding Chairperson

Arbitrator's Signature


James P. O'Donnell
Public Arbitrator, Presiding Chairperson

3/21/05
Signature Date

Date of Service (For NASD Dispute Resolution office use only)