

NASD DISPUTE RESOLUTION, INC.

IN THE MATTER OF THE)
ARBITRATION BETWEEN)

NAME OF CLAIMANT)

ABDUL R. PIRACHA)

STIPULATED AWARD
Case No. 99-00339

NAME OF RESPONDENTS)

THE BOSTON GROUP, L.P.)
ROBERT A. DIMINICO,)
JOSEPH W. DONOHUE, JR.)

REPRESENTATION OF PARTIES

Claimant, Abdul R. Piracha, hereinafter referred to as "Claimant": Richard S. Kraut, Esq.,
Storch & Brenner LLP, Washington, D.C.

Respondents, The Boston Group, L.P. ("TBG"), Robert A. Diminico ("Diminico"), and Joseph
W. Donohue, Jr. ("Donohue"), hereinafter collectively referred to as "Respondents": Eric S.
Hutner, Esq., Law Offices of Eric S. Hutner & Associates, New York, New York.

CASE INFORMATION

Statement of Claim filed on or about: January 22, 1999

Claimant signed the Uniform Submission Agreement: January 21, 1999

Statement of Answer filed by Respondents TBG, Diminico and Donohue on or about: April 20,
1999

Respondents TBG, Diminico and Donohue signed the Uniform Submission Agreement: April
20, 1999, April 20, 1999, and March 22, 1999, respectively.

CASE SUMMARY

Claimant asserted the following causes of action: Breaches of Duty of Good Faith and Fair
Dealing; Breaches of Fiduciary Duty; Negligence; Common Law Fraud; Violations of the Code
of West Virginia (Uniform Securities Law) Section 32-4-410 (Securities Fraud); Violations of
the Rules of Fair Practice of the National Association of Securities Dealers, Inc., Section 2110
(Standards of Commercial Honor and Principles of Trade), Section 2120 (Use of Manipulative,
Deceptive or Other Fraudulent Devices), Section 2210(d) (Communications with the Public), and

Section 2310 (Recommendations to Customers). The causes of action relate to solicitations of purchases and purchases of CinemaStar Luxury Theaters, American Cinemastores and Sound Source Interactive, Inc. securities.

Respondents TBG, Diminico and Donohue denied the allegations made in the Statement of Claim and asserted the following defenses: Claimant knew exactly what he was investing in; all material facts relevant to the investments were disclosed and no material facts were omitted; Claimant did not rely on Respondents' statements; Claimant read some, if not all, of the materials that were sent to him and he understood them; Claimant failed to allege all the elements of the claim; laches; Claimant made his own independent investment decisions; there is no private right of action under NASD rules; the claims are barred by applicable statutes of limitations; under the customer agreement, West Virginia law does not apply to the dispute.

RELIEF REQUESTED

Claimant requested:

Compensatory damages	\$ 364,355.12
Punitive damages	\$1,093,065.36
Interest	Nine percent interest as provided by West Virginia law (not calculated)
Attorneys' fees	Reasonable attorneys' fees as provided by West Virginia law (not calculated)
Other costs	The cost of this proceeding as provided by West Virginia law (not calculated)

Respondents TBG, Diminico and Donohue requested:

Attorneys' fees	Not calculated
Other costs	Costs and disbursements of the action (not calculated)

OTHER ISSUES CONSIDERED AND DECIDED

Upon review of the file and the representations made by/on behalf of the Claimant, the undersigned arbitrators (the "Panel") determined that Respondents TBG, Diminico and Donohue have been properly served with the Statement of Claim in accordance with the NASD-DR Code of Arbitration Procedure (the "Code").

The Panel has noted that Claimant and Respondent Donohue have settled the case pursuant to a Settlement Agreement dated October 2, 2000. The Panel has been informed that Respondent Donohue has satisfied the terms of the Settlement Agreement by payment of the agreed amount. The Panel also notes that Claimant and Respondent TBG have entered into a Settlement Agreement as of October 6, 2000, whereby TBG was to enter into a Stipulation of Judgment and

the claim against Respondent Diminico was to be deemed dismissed, and that Claimant and Respondent TBG have entered into a Stipulation of Judgment providing for the payment of \$150,000 by TBG. The Stipulation of Judgment has been filed as part of the record.

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.

AWARD

After considering the pleadings, the Settlement Agreement between Claimant and TBG and the Stipulation of Judgment submitted by Claimant and Respondent TBG, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

TBG shall pay to Claimant within thirty (30) days of the date of the Stipulation of Judgment (dated January 31, 2001), i.e., by March 2, 2001, the sum of One Hundred Fifty Thousand Dollars (\$150,000.00).

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	= \$250.00
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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(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. In this matter, the member firm is a party.

Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$4,500.00

Adjournment Fees

Adjournments requested during these proceedings:

June 13, 14 and 15, 2000, adjournment by TBG	= \$1,000.00
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Forum Fees and Assessments

The 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 Panel x \$1,000.00 = \$1,000.00
Pre-hearing conference(s): Date 12/7/99 1 session

Total Forum Fees = \$1,000.00

The Panel has assessed the forum fees against the parties as follows:

1. Claimant is assessed forum fees in the amount of \$500.00.
2. The Respondents TBG, Diminico and Donohue are jointly and severally assessed forum fees in the amount of \$500.00.

Fee Summary

Claimant is assessed the following fees:

Initial Filing Fee	= \$ 250.00	
Forum Fees	= \$ 500.00	
Total Fees	= \$ 750.00	
<u>Less Payments</u>	<u>= \$1,250.00</u>	
Refund due to the Claimant		= \$500.00

Respondent TBG is assessed the following fees:

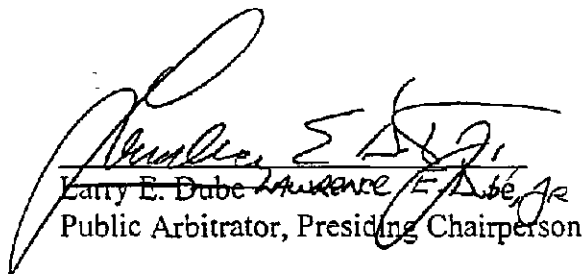
Member Fees	= \$5,100.00	
Adjournment Fee	= \$1,000.00	
Total Fees	= \$6,100.00	
<u>Less Payments</u>	<u>= \$1,000.00</u>	
Balance Due NASD Dispute Resolution, Inc.		= \$5,100.00

Respondents TBG, Diminico and Donohue are jointly and severally assessed the following fee:

<u>Forum Fee</u>	<u>= \$500.00</u>	
Total Fees	= \$500.00	
<u>Less Payments</u>	<u>= \$00.00</u>	
Balance Due NASD Dispute Resolution, Inc.		= \$500.00

All balances are due and payable to NASD Dispute Resolution, Inc.

Concurring Arbitrators' Signatures


Larry E. Dube
Public Arbitrator, Presiding Chairperson

2/27/2001
Date Signed

Edward E. Statland
Public Arbitrator, Panelist

Date Signed

Gordon F. Linke
Non-Public Arbitrator, Panelist

Date Signed

March 26, 2001
Date of Service (For NASD-DR office use only)


Concurring Arbitrators' Signatures

Larry E. Dube
Public Arbitrator, Presiding Chairperson

Date Signed

Edward E. Statland
Public Arbitrator, Panelist

Date Signed



Gordon F. Linke
Non-Public Arbitrator, Panelist

2/28/01

Date Signed

March 26, 2001
Date of Service (For NASD-DR office use only)