

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between

Name of Claimant

Gruntal & Co., L.L.C.

Case No. 99-04585

Name of Respondent

Scott Son

Hearing Location: Boston, MA

REPRESENTATION OF PARTIES

Claimant, Gruntal & Co., L.L.C. ("Claimant") was represented by: Nancy I. Blueweiss, Esq. of the law firm of Nancy I. Blueweiss, Counsellors at Law, Boston, MA.

Respondent, Scott Son ("Respondent") represented himself.

CASE INFORMATION

Statement of Claim filed on or about: October 8, 1999

Claimant's Uniform Submission Agreement was sign on: October 5, 1999

Statement of Answer filed by Respondent on or about: December 7, 1999

Respondent signed the Uniform Submission Agreement: December 7, 1999

CASE SUMMARY

Claimant alleged, among other things, that Respondent defaulted on a promissory note; that Respondent failed to repay the note; and that Respondent owes the outstanding balance in accordance to the terms set forth in the note and his employment agreement. Claimant alleged that Respondent is obligated to pay Claimant damages representing the unforgiven principal for the loan plus interest thereon at the rate of seven percent from January 16, 1997 until October 2, 1998, and default interest at the rate of sixteen percent on the total amount of defaulted principal and interest from October 2, 1998 until the date the award is paid. Claimant further alleged that Respondent is obligated to reimburse Claimant for the costs and expenses, including attorney's fees incurred in its effort to collect the amount owing under the note and employment agreement.

Unless specifically admitted in his Answer, Respondent denied the allegations of wrongdoing alleged by Claimant. Respondent maintained, among other things, that Claimant's branch manager terminated Respondent; that he told Respondent that his up-front loan would be forgiven, and that Respondent's client accounts would not be handed out to other brokers of Claimant if Respondent moved to another brokerage firm.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$32,200, plus interest thereon at the rate of seven percent from January 16, 1997 until October 2, 1998, and default interest on the total amount of the defaulted principal and interest at the rate of sixteen percent from October 2, 1998 until full repayment. Claimant also request costs and expenses, including attorney's fees incurred in its efforts to collect the amounts owing under the promissory note and employment agreement.

Respondent requested that Claimant's claim be denied and that Respondent be reimbursed all attorney's fees, costs and disbursements incurred by him in regard to this matter.

OTHER ISSUES CONSIDERED AND DECIDED

Claimant made two motions at the hearing. Claimant's motion to preclude was denied and Claimant motion for attorneys' fees was accepted and the arbitrator considered Claimant's motion when she deliberated.

AWARD

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

1. That Respondent Scott Son is liable to Claimant Gruntal & Co., L.L.C. and shall pay to Claimant the sum of \$16,850; no prejudgment interest is awarded on this amount. Post judgment interest will accrue from the date of the award until the date the award is paid at 16% simple interest per annum.
2. That Respondent Scott Son is liable to Claimant Gruntal & Co., L.L.C. for attorneys' fees in the amount of \$950.
3. That each party shall bear their respective cost and fees, except as Fees are specifically addressed below.
4. That all other relief requests not specifically addressed herein are denied in their entirety.

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
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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 at the time of the events giving rise to the dispute. In this matter, the member firm is a party.

Member surcharge	= \$ 800
Pre-hearing process fee	= \$ 600
Hearing process fee	= \$1,000

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. Fees associated with these proceedings are:

One (1) Pre-hearing session with a NASD Dispute Resolution Staff	= \$ 0
Pre-hearing conference: October 27, 2000 1 session	

One (1) Hearing sessions x \$450	= \$ <u>450</u>
Hearing Date: January 16, 2001 1 session	

Total Forum Fees	= \$ 450
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The Arbitrator has assessed the forum fees as follows:

1. Claimant is assessed forum fees in the amount of \$225.
2. Respondent is assessed forum fees in the amount of \$225.

Fee Summary

Claimant is assessed the following fees:

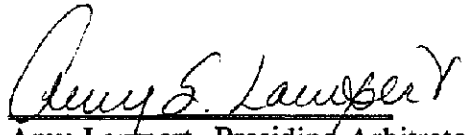
Initial Filing Fee	= \$1,000
Member Fees	= \$2,400
Forum Fees	= \$ 225
Total Fees	= \$3,625
<u>Less payments</u>	<u>= \$3,850</u>
Refund Due to Claimant	= \$ 225

Respondent is assessed the following fees:

Forum Fees	= \$ 225
Total Fees	= \$ 225
<u>Less payments</u>	<u>= \$ 0</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 225

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

Arbitrator's Signature


Amy Lampert, Presiding Arbitrator
Non Public Arbitrator

3/14/2001
Signature Date

March 16, 2001
Date Award Served by NASD Dispute Resolution, Inc.