

**Apex Clearing Corp. v Hui Zou**

2025 NY Slip Op 30908(U)

March 17, 2025

Supreme Court, New York County

Docket Number: Index No. 659390/2024

Judge: Andrew Borrok

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 53

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APEX CLEARING CORPORATION

Petitioner,

- v -

HUI ZOU,

Respondent.

INDEX NO. 659390/2024

MOTION DATE 12/03/2024

MOTION SEQ. NO. 001

**DECISION + ORDER ON  
MOTION**

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HON. ANDREW BORROK:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 12  
were read on this motion to/for CONFIRM/DISAPPROVE AWARD/REPORT.

Upon the foregoing documents, Apex Clearing Corporation (**Apex Clearing**)’s petition to  
confirm the FINRA Arbitration Award (the **Award**; NYSCEF Doc. No. 2), dated December 6,  
2023, is GRANTED without opposition pursuant to CPLR § 7510 (*see Matter of Bornstein v  
Steinberg*, 175 AD3d 605, 606 [2d Dept 2019]; *Matter of Granet & Assoc, Inc. v Thom Filicia,  
Inc.*, 159 AD3d 573, 573 [1st Dept 2018]).

CPLR § 7510 provides:

[t]he court shall confirm an award upon application of a party made within one  
year after its delivery to them, unless the award is vacated or modified upon a  
ground specified in section seventy-five hundred eleven of this article.

Reference is made to (i) a Clearing Firm Customer Agreement (the **Clearing Agreement**;  
NYSCEF Doc. No. 4), dated December 10, 2021, by and between Hui Zou and Mint Global  
Markets, Inc. (**Mint**), (ii) a Margin Agreement (NYSCEF Doc. No. 5), dated December 10,  
2021, by and between Mr. Zou and Electronic Transaction Clearing, Inc. d/b/a Apex Pro

Clearing (**Apex Pro**), and (iii) a Settlement Agreement and General Release (NYSCEF Doc. No. 7), dated February 15, 2023, by and among Apex Pro, Apex Clearing, and Mint n/k/a SpeedTrader, Inc., and (iv) an Assignment and Assumption Agreement (NYSCEF Doc. No. 8; together with the Settlement Agreement and General Release, collectively, the **Assignments**), dated April 27, 2023, by and between Apex Pro and Apex Clearing.

Pursuant to the Clearing Agreement and Margin Agreement, Mr. Zou agreed to compensate Mint and Apex Pro for any unsecured debit balances he accumulated in his account with Mint as a result of his trading activities:

5. In the event you become indebted to Mint Global Markets, Inc. in the course of operation of this account, you agree that you will repay such indebtedness upon demand. You agree that, if after demand you fail to pay the indebtedness, Mint Global Markets, Inc. may close your account and liquidate the assets in your account in an amount sufficient to pay your indebtedness.

11. The reasonable costs of collection of the debit balance and any unpaid deficiency in your accounts, including attorney's fees incurred by Mint Global Markets, Inc., shall be reimbursed by you to Mint Global Markets, Inc.

(*e.g.*, NYSCEF Doc. No. 4 §§ 5, 11).

In addition, the Clearing Agreement and Margin Agreement both contained mandatory arbitration clauses for disputes arising out of the agreements:

**You agree, and by carrying an account for you, Mint Global Markets, Inc. agrees, that all controversies which may arise between the parties concerning any transaction or construction, performance, or breach of this or any other agreement between us pertaining to securities and other property, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted pursuant to the Federal Arbitration Act and the laws of the State of California, and in accordance with the rules of the selected organization. ANY CONTROVERSY BETWEEN YOU AND MINT GLOBAL**

**MARKETS, INC. SHALL BE SUBMITTED TO ARBITRATION BEFORE ANY NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE), OR THE LOS ANGELES OFFICE OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC (“FINRA”). The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered an enforced in any court, state or federal, having jurisdiction. No persons shall bring a putative or certified class action until: (i) the class certification is denied, or (ii) the class is decertified, or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**

*(id. § 13).*

Pursuant to the Assignments, Mint and Apex Pro assigned all of their claims against Mr. Zou to Apex Clearing. On April 6, 2023, Apex Clearing filed an arbitration claim with FINRA, asserting breach of contract claims under the Clearing Agreement and the Margin Agreement based on Mr. Zou’s alleged failure to compensate Mint and Apex Pro for unsecured debit balances that he accumulated as a result of his trading activities (NYSCEF Doc. No. 9).

On December 4, 2023, the arbitration hearing was conducted remotely by the appointed arbitrators Keely D. Parr and Ronald J. Colombo (collectively, the **Panel**) from FINRA’s New York office. Although the Panel determined that Mr. Zou had been properly served with notice of the arbitration, Mr. Zou failed to appear (NYSCEF Doc. No. 2 at 2).

After considering the pleadings and evidence presented at the hearing, the Panel issued the Award on December 5, 2023, awarding Apex Clearing (i) \$2,448,915.25 in compensatory damages, (ii) \$29,532.24 in attorneys’ fees and costs, and (iii) \$2,150 for filing fees, for a total

award of \$2,480,592.49 (*id.* at 2-3). FINRA properly served Mr. Zou with notice of the Award by letter, dated December 6, 2023 (NYSCEF Doc. No. 10). Apex Clearing now moves to confirm the Award in this Court pursuant to CPLR §§ 7510 and 7514.

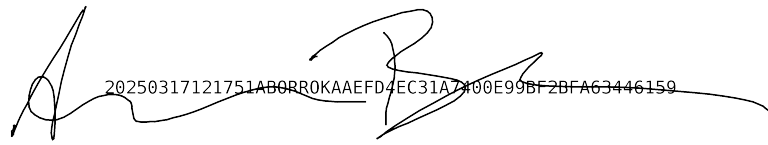
Inasmuch as none of the grounds set forth in the CPLR § 7511 seem to be present, the petition is granted as unopposed.

Accordingly, it is hereby

ADJUGED that the petition is GRANTED, and the award, dated December 6, 2023, in the matter of *Apex Clearing Corporation v. Hui Zou* (Case No. 23-00833) is confirmed; and it is further

ORDERED that the Clerk of the Court shall enter judgment for Apex Clearing Corporation and against Hui Zou in the amount of \$2,480,592.49, plus interest at the statutory rate of 9% per annum from the date of the award to the date of entry of judgment, plus interest at the statutory rate of 9% per annum from the date of entry of judgment, together with costs and disbursements in the amount of \$ \_\_\_\_\_ as taxed by the Clerk, for the total amount of \$ \_\_\_\_\_.

3/17/2025  
DATE



ANDREW BORROK, J.S.C.

CHECK ONE:

CASE DISPOSED  
GRANTED  DENIED  
SETTLE ORDER  
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION  
GRANTED IN PART  
SUBMIT ORDER  
FIDUCIARY APPOINTMENT

OTHER  
REFERENCE

659390/2024 APEX CLEARING CORPORATION vs. ZOU, HUI  
Motion No. 001

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