

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Dee Cravens, Claimant v. Morgan Stanley Dean Witter, Inc., Respondent

Case Number: 00-05028

Hearing Site: San Francisco, California

REPRESENTATION OF PARTIES

For Claimant:

Joseph A. Scanlan, Esq.
David I. Kornbluh, Esq.
Miller, Morton, Caillat & Nevis
San Jose, California

For Respondent:

Gilbert R. Serota, Esq.
Peter J. Drobac, Esq.
Howard, Rice Nemerovski, Canady,
Falk & Rabkin
San Francisco, California

CASE INFORMATION

Statement of Claim filed: October 31, 2001

Claimant's Uniform Submission Agreement signed: November 20, 2000

Statement of Answer filed by Respondent: January 19, 2001

Respondent's Uniform Submission Agreement signed: January 19, 2001

CASE SUMMARY

Claimant alleged breach of contract and negligence involving CMGI stock options.

Respondent denied the allegations of wrongdoing set forth in the Claimant's Statement of Claim.

RELIEF REQUESTED

Claimant requested damages in an amount to be proven at hearing and reimbursement of arbitration costs.

Respondent requested dismissal of the Claimant's Statement of Claim in its entirety and reimbursement of arbitration costs.

OTHER ISSUES CONSIDERED AND DECIDED

At the hearing, Claimant amended his pleading and limited his claim to the time after the CMGI stock reached his account on March 28, 2000, until it was sold on April 14, 2000.

The parties 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, testimony, and evidence presented at the hearing, the Panel decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's claims are denied in their entirety.
2. The parties shall bear their respective costs, including attorney's fees.
3. All other relief requested and not expressly granted is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee	= \$ 250.00
--------------------------	-------------

Member Fees

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events which gave rise to the dispute, claim, or controversy. Accordingly, the member firm Morgan Stanley Dean Witter, Inc. is a party and the following fees are assessed:

Member Surcharge	= \$ 1,200.00
Pre-Hearing Process Fee	= \$ 600.00
<u>Hearing Process Fee</u>	<u>= \$ 2,000.00</u>
Total Member Fees	= \$ 3,800.00

Adjournment Fees

The following adjournment fees are assessed:

Adjournment of hearing dates of September 20 and 21, 2002 requested by Claimant. Fee waived by Panel.	= \$ 0.00
--	-----------

Forum Fees and Assessments

The Panel assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Panel.

The following fees are assessed:

One (1) Pre-hearing conference session with the Panel @ \$1,000.00/session	= \$ 1,000.00
Pre-hearing conference: May 7, 2001 1 session	

Four (4) Hearing sessions @ \$1,000.00/session	= \$ 4,000.00
Hearings: April 30, 2002 2 sessions	
May 1, 2002 2 sessions	

Total Forum Fees	= \$ 5,000.00
-------------------------	----------------------

The Panel assessed \$5,000.00 of the forum fees to Claimant Dee Cravens.

Fee Summary

1. Claimant Dee Cravens is charged with the following fees and costs:

Initial Filing Fee	= \$ 250.00
Forum Fees	= \$ 5,000.00
Total Fees	= \$ 5,250.00
Less payments	= \$(1,250.00)
Balance Due NASD Dispute Resolution, Inc.	= \$ 4,000.00

2. Respondent Morgan Stanley Dean Witter, Inc. is charged with the following fees and costs:

Member Fees	= \$ 3,800.00
Total Fees	= \$ 3,800.00
Less payments	= \$(3,200.00)
Balance Due NASD Dispute Resolution, Inc.	= \$ 600.00

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

ARBITRATION PANEL

<i>David J. Meadows, Esq.</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Patricia Shuler Schimbor, Esq.</i>	-	<i>Public Arbitrator</i>
<i>John B. Weingart</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

David J. Meadows, Esq.
Chair, Public Arbitrator

Signature Date

Patricia Shuler Schimbor, Esq.
Public Arbitrator

Signature Date

John B. Weingart
Non-Public Arbitrator

Signature Date

Date of Service

ARBITRATION PANEL

<i>David J. Meadows, Esq.</i>	.	<i>Public Arbitrator, Presiding Chair</i>
<i>Patricia Shuler Schimbor, Esq.</i>	.	<i>Public Arbitrator</i>
<i>John B. Weingart</i>	.	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures



David J. Meadows, Esq.
Chair, Public Arbitrator

May 31, 2002
Signature Date

Patricia Shuler Schimbor, Esq.
Public Arbitrator

Signature Date

John B. Weingart
Non-Public Arbitrator

Signature Date

6/4/02
Date of Service

ARBITRATION PANEL

<i>David J. Meadows, Esq.</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Patricia Shuler Schimbor, Esq.</i>	-	<i>Public Arbitrator</i>
<i>John B. Weingart</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

David J. Meadows, Esq.
Chair, Public Arbitrator

Signature Date

Patricia Shuler Schimbor

Patricia Shuler Schimbor, Esq.
Public Arbitrator

May 31, 2002

Signature Date

John B. Weingart
Non-Public Arbitrator

Signature Date

6/4/02

Date of Service