

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Morgan Stanley DW, Inc., f/k/a/ Dean Witter Reynolds, Inc., Claimant v. Sheriff A. Demetri,
Respondent.

Case Number: 01-00044

Hearing Site: San Francisco, CA

REPRESENTATION OF PARTIES

For Claimant:

Catherine Dellecker, Esq.
Jones, Bell, Abbott, Fleming
& Fitzgerald
601 South Figueroa Street
27th Floor
Los Angeles, CA 90017.

For Respondent:

Sheriff A. Demetri
113 Addison Street
San Francisco, CA 94131

CASE INFORMATION

Statement of Claim filed: January 3, 2001

Claimant's Uniform Submission Agreement signed: December 18, 2000

Statement of Answer filed by Respondent: May 1, 2001

Respondent's Uniform Submission Agreement signed: January 29, 2002

CASE SUMMARY

Claimant alleged breach of contract; breach of covenant of good faith and fair dealing; money had and received; and account stated. The claims arose as a result of a transfer, to another brokerage firm, of funds in the Respondent's account that allegedly did not belong to the Respondent.

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

RELIEF REQUESTED

Claimant requested \$27,581.52 (compensatory damages); interest on the margin account rates pursuant to the Account Agreement, to the date of the Award; for costs of suit incurred herein; and for such other relief as the Panel deemed just and proper.

Respondent requested dismissal of the Claimant's Statement of Claim in its entirety.

OTHER ISSUES CONSIDERED AND DECIDED

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) Respondent shall pay Claimant \$26,531.02. Interest will accrue on that amount at a rate of 8.5% from December 10, 1999 to March 6, 2000.
- 2) Each party shall bear its own costs, including attorney's fees.
- 3) All other relief 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	= \$1000
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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 that gave rise to the dispute, claim, or controversy. Accordingly, the member firm is a party and the following fees are assessed:

Member Surcharge	= \$ 600
Pre-Hearing Process Fee	= \$ 600
<u>Hearing Process Fee</u>	<u>= \$1000</u>
Total Member Fees	= \$2200

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 Chair/Panel. The following fees are assessed:

One (1) Pre-hearing conference session with a single arbitrator @ \$ 450/session	= \$ 450
Pre-hearing conference: January 11, 2002	1 session
One (1) Pre-hearing conference session with the Panel @ \$ 600/session	= \$ 600
Pre-hearing conference: August 1, 2001	1 session
One (1) Hearing session @ \$ 600/session	= \$600
Hearing: January 29, 2002	1 session
Total Forum Fees	= \$1650

1. The Panel assessed \$600 of the forum fees to Claimant.
2. The Panel assessed \$1050 of the forum fees to Respondent.

Fee Summary

Claimant is charged with the following fees and costs:

Initial Filing Fee	= \$1000
Member Fees	= \$2200
<u>Forum Fees</u>	<u>= \$ 600</u>
Total Fees	= \$3800
<u>Less Payments</u>	<u>= \$(2800)</u>
Balance Due NASD Dispute Resolution, Inc.	= \$1000

Respondent is charged with the following fees and costs:

<u>Forum Fees</u>	<u>= \$1050</u>
Total Fees	= \$1050
<u>Less Payments</u>	<u>= \$(0)</u>
Balance Due NASD Dispute Resolution, Inc.	= \$1050

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

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ARBITRATORS' SIGNATURES

Gerald E. Ambinder	-	Public, Presiding Chair
Peter S. Sloss, Esq.	-	Public Arbitrator
Gregory M. Scanlon, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Gerald E. Ambinder
Chair, Public Arbitrator

FEB 06 2002

Signature Date

Peter S. Sloss, Esq.
Public Arbitrator

Signature Date

Gregory M. Scanlon, Esq.
Industry/Non-Public Arbitrator

Signature Date

Date Served:

FEB 07 2001

Date of Service

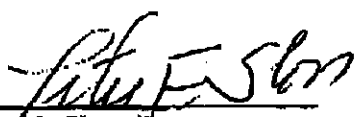
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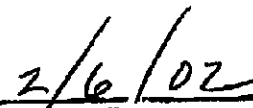
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Public Arbitrator

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Industry/Non-Public Arbitrator

2/6/02

Signature Date

Date Served:

FEB 07 2001

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