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**Stipulated Award**  
**NASD**

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In the Matter of the Arbitration Between:

Name of the Claimant

The Ida Mae Corenblum Revocable Living Trust

Case Number: 01-01530

Names of the Respondents/Third Party Claimants

Dean Witter Reynolds, Inc

Scott Donato

Hearing Site: Boca Raton, Florida

Names of the Third Party Respondents

Stanley Corenblum

Ida Mae Corenblum

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**REPRESENTATION OF PARTIES**

For The Ida Mae Corenblum Revocable Living Trust, hereinafter referred to as "Claimant": John A. Squitiero, Esq., Jose R. Riguera, Esq. and Robert C. Grady, Esq., Katz, Barron, Squitiero & Faust, P.A., Miami, Florida.

For Respondents/Third Party Claimants Dean Witter Reynolds, Inc ("Dean Witter") and Scott Donato ("Donato"): Peter W. Homer, Esq. and Laura J. Starr, Esq., Homer, Bonner & Delgado, P.A., Miami, Florida.

Third Party Respondent Stanley Corenblum ("Corenblum") appeared pro se.

For Third Party Respondent Ida Mae Corenblum ("I. Corenblum"): John A. Squitiero, Esq., Jose R. Riguera, Esq. and Robert C. Grady, Esq., Katz, Barron, Squitiero & Faust, P.A., Miami, Florida.

**CASE INFORMATION**

Statement of Claim filed on or about: April 12, 2001.

Claimant signed the Uniform Submission Agreement: March 18, 2001.

Statement of Answer and Third Party Claim filed by Respondents Dean Witter and Donato on or about: July 5, 2001.

Statement of Answer filed by Third Party Respondent Corenblum on or about: August 16, 2001.

Statement of Answer filed by Third Party Respondent I. Corenblum on or about: August 16, 2001.

Respondent/Third Party Claimant Dean Witter signed the Uniform Submission Agreement: August 8, 2001.

Respondent/Third Party Claimant Donato signed the Uniform Submission Agreement: July 26, 2001.

Third Party Respondent Corenblum did not file an executed Uniform Submission Agreement.

Third Party Respondent I. Corenblum did not file an executed Uniform Submission Agreement.

### **CASE SUMMARY**

Claimant asserted the following causes of action: 1) violation of Florida Statute 517.301; 2) suitability; 3) breach of fiduciary duty; 4) negligence; and 5) negligent supervision. The causes of action relate to the purchase of various unspecified stocks in Claimant's account.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim, asserted various affirmative defenses and filed a third party claim which alleged that the claims in the lawsuit against Respondents, if found to have merit, were the responsibility of Third Party Respondents.

Unless specifically admitted in their Answers Third Party Respondents denied the allegations made in the third party claim and asserted various affirmative defenses.

### **RELIEF REQUESTED**

Claimant requested compensatory damages (capital losses and consequential lost profits) of \$500,00.00, plus punitive damages in the amount of \$500,000.00, interest, reasonable attorney's fees, accountant's fees, witness fees and other disbursements as permitted by applicable law, costs and forum fees, and other relief as the Panel deemed appropriate.

Respondents/Third Party Claimants Dean Witter and Donato requested the Statement of Claim be dismissed in its entirety and, in their third party claim, they requested an amount that equals any Award in favor of the Trust.

Third Party Respondent Corenblum did not specifically delineate a relief request.

Third Party Respondent I. Corenblum requested that the third party claim be denied in its entirety and any other relief that the Panel deemed just and proper.

### **OTHER ISSUES CONSIDERED AND DECIDED**

Third Party Respondents did not file with NASD properly executed submissions to arbitration but are required to submit to arbitration pursuant to the Code of Arbitration Procedure (the "Code") and having answered the claim, are bound by the determination of the Panel on all issues submitted.

On October 31, 2002 the parties informed NASD that they had amicably settled this matter and would be submitting a proposed Stipulated Award and a request for an Order of Expungement.

On November 26, 2002 the parties submitted a proposed Stipulated Award with a request for the expungement of all references to this matter from the NASD Central Registration Depository (the "CRD") records of Respondent Donato.

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 and the parties' proposed Award, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

Claimant's claims for relief, including claims under Chapter 517 of the Florida Statutes, are dismissed with prejudice.

Respondents' third party claims are dismissed with prejudice.

The Panel recommends the expungement of all references to the above-captioned arbitration from the public and non-public registration records of Respondent Donato maintained by the NASD Central Registration Depository (the "CRD"), with the understanding that pursuant to NASD Notice to Members 99-09 and 99-54, Respondent Donato must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Each party shall bear their own costs and attorney's fees.

Any and all claims for relief not specifically addressed herein, including the parties request for all damages and attorney's fees, are denied.

**FEES**

Pursuant to the Code, the following fees are assessed:

**Filing Fees**

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 375.00
Third Party claim filing fee	= \$1,250.00

**Member Fees**

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. Accordingly, Dean Witter is a party to this dispute and was a member of the NASD at the time the following fees were assessed:

Member surcharge	= \$2,000.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$3,500.00

**Adjournment Fees**

No requests for adjournments were filed in this matter.

**Injunctive Relief Fees**

No injunctive relief fees were incurred during this proceeding.

**Forum Fees and Assessments**

The Panel has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session @ \$1,200.00	= \$1,200.00
Pre-hearing Conference: June 7, 2002	
Total Forum Fees	= \$1,200.00

The Panel has assessed \$600.00 of the forum fees to Claimant.

The Panel has assessed \$600.00 of the forum fees to Respondent Dean Witter.

**Administrative Costs**

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred during this proceeding.

**Fee Summary**

Claimant is solely liable for:

Initial Filing Fee	= \$ 375.00
Forum Fees	= \$ 600.00
Total Fees	= \$ 975.00
Less payments	= \$ 975.00
Balance Due NASD	= \$ 0.00

Respondent Dean Witter is solely liable for:

Member Fees	= \$ 6,100.00
Forum Fees	= \$ 600.00
Total Fees	= \$ 6,700.00
Less payments	= \$ 6,700.00
Balance Due NASD	= \$ 0.00

Respondents/Third Party Claimants Dean Witter and Donato are jointly and severally liable for:

Filing fee	= \$1,250.00
Total fees	= \$1,250.00
Less payments	= \$1,250.00
Balance Due NASD	= \$ 0.00

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

ARBITRATION PANEL

<i>James W. Geiger, Esq.</i>	-	<i>Public Arbitrator, Presiding Chairperson</i>
<i>Leslie L. Cooney, Esq.</i>	-	<i>Public Arbitrator</i>
<i>Michael J. Mazzafrò</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

/s/  
James W. Geiger, Esq.  
Public Arbitrator, Presiding Chairperson

12/9/02  
Signature Date

/s/  
Leslie L. Cooney, Esq.  
Public Arbitrator

12/17/02  
Signature Date

/s/  
Michael J. Mazzafrò  
Non-Public Arbitrator

12/17/02  
Signature Date

\_\_\_\_\_  
Date of Service (For NASD use only)

NASD

Arbitration No. 01-01530

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

**ARBITRATION PANEL**

*James W. Geiger, Esq.*

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*Public Arbitrator, Presiding Chairperson*

*Leslie L. Cooney, Esq.*

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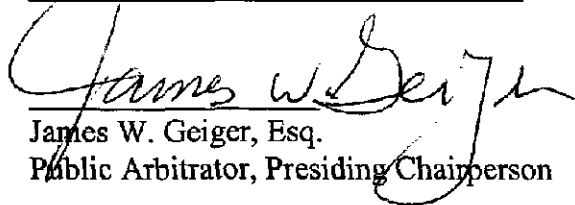
*Public Arbitrator*

*Michael J. Mazzafrò*

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*Non-Public Arbitrator*

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James W. Geiger, Esq.  
Public Arbitrator, Presiding Chairperson

12/9/02  
Signature Date

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Leslie L. Cooney, Esq.  
Public Arbitrator

\_\_\_\_\_  
Signature Date

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*Leslie L. Cooney, Esq.*

*Michael J. Mazzafro*

*Public Arbitrator, Presiding Chairperson*

*Public Arbitrator*

*Non-Public Arbitrator*

**Concurring Arbitrators' Signatures**

*James W. Geiger, Esq.*

Public Arbitrator, Presiding Chairperson

\_\_\_\_\_  
Signature Date

*Leslie L. Cooney*

Leslie L. Cooney, Esq.  
Public Arbitrator

*Dec 17, 2002*  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Michael J. Mazzafro  
Non-Public Arbitrator

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Signature Date

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Date of Service (For NASD use only)

Dec 17 2002 12:12PM NASD

NASD

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ARBITRATION PANEL*James W. Geiger, Esq.*

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*Public Arbitrator, Presiding Chairperson**Leslie L. Cooney, Esq.*

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*Public Arbitrator**Michael J. Mazzafo*

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*Non-Public Arbitrator*Concurring Arbitrators' SignaturesJames W. Geiger, Esq.

Public Arbitrator, Presiding Chairperson

Signature DateLeslie L. Cooney, Esq.

Public Arbitrator

Signature Date  
Michael J. Mazzafo

Non-Public Arbitrator

12-17-02Signature DateDate of Service (For NASD use only)