
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Jonathan B. Mirer

Case Number: 01-05504

Name of the Respondent
Morgan Stanley DW, Inc.

Hearing Site: Boca Raton, Florida

Nature of the Dispute: Associated Person vs. Member.

REPRESENTATION OF PARTIES

For Jonathan B. Mirer, hereinafter referred to as "Claimant": David A. Weintraub, David A. Weintraub, P.A., Ft. Lauderdale, Florida.

For Morgan Stanley DW, Inc., hereinafter referred to as "Respondent": Michael L. Chapman, Esq., Holland & Knight, LLP, Tampa, Florida.

CASE INFORMATION

Statement of Claim filed on or about: October 15, 2001.
Claimant signed the Uniform Submission Agreement: October 12, 2001.
Respondent did not file a Statement of Answer.
Respondent did not file an executed Uniform Submission Agreement.
Counterclaim filed by Respondent on or about: August 11, 2005.
Claimant did not file a response to Respondent's Counterclaim.

CASE SUMMARY

Claimant asserted the following causes of action: (1) defamation; (2) negligence; and, (3) breach of covenant of good faith. The causes of action relate to statements made by Respondent on Claimant's Forum U-5 filed on October 23, 2000.

Respondent did not file a Statement of Answer, but filed a Counterclaim asserting the cause of action of breach of contract in connection with Claimant's alleged failure to repay monies due and owing pursuant to the terms of a fully-executed promissory note ("Promissory Note"). Respondent further asserted that Claimant failed to repay Claimant in connection with a separate arbitration ("Holm arbitration") that was settled by Respondent on behalf of both Claimant and Respondent.

RELIEF REQUESTED

Claimant requested compensatory damages in excess of \$250,000.00 and expungement of all references to the Holm arbitration (NASD case number 99-01452) from his NASD Central Registration Depository ("CRD") records.

Respondent requested an unspecified amount of compensatory damages, representing an unpaid balance due pursuant to the Promissory Note as well as a portion of the settlement proceeds paid by Respondent in connection with the Holm arbitration. Respondent further requested interest, attorneys' fees and such other relief as the Panel deemed just.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent did not file with NASD Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and, having filed a Counterclaim and proposed Stipulated Award, is bound by the determination of the Panel on all issues submitted.

On or about November 20, 2006, an arbitrator withdrew from the Panel. In lieu of replacing that arbitrator, the parties mutually agreed to proceed with the two remaining arbitrators on the Panel.

On or about December 22, 2006, the parties filed with NASD Dispute Resolution a notice of settlement and proposed Stipulated Award for review and approval by the Panel. In the proposed Stipulated Award, the parties jointly acknowledged that Claimant never contributed any funds toward the settlement of NASD Arbitration No. 99-01452, as reflected in occurrence 967802 on Claimant's CRD record.

On or about February 5, 2007, the Panel conducted a telephonic conference with the parties in order to address Claimant's expungement request.

The parties have agreed that the Stipulated Award in this matter may be entered in counterpart copies or that a signed handwritten Stipulated Award may be entered.

AWARD

After considering the pleadings and the proposed Stipulated Award submitted by the parties, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

All claims alleged against Respondent Morgan Stanley DW, Inc. are hereby dismissed with prejudice.

All claims alleged against Claimant Jonathan B. Mirer are hereby dismissed with prejudice.

All claims that either party could have brought against the other party are hereby dismissed with prejudice.

The Panel directs the expungement of items 12 and 19 of the Disclosure Reporting Page for Occurrence 967802, received by NASD on October 23, 2000, from Claimant's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notice to Members 99-09, Claimant must obtain confirmation from a court of competent jurisdiction before the CRD will execute this expungement directive. Claimant's CRD should be amended to reflect that Claimant's contribution to the settlement of NASD Arbitration Number 99-01452 was zero dollars. All references to a contribution of \$63,000.00 shall be expunged.

The parties shall bear their own costs and attorneys' fees.

Any and all claims for relief not specifically addressed herein are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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	= \$ 300.00
Counterclaim filing fee	= \$ 500.00

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. Respondent is a member firm and a party and, accordingly, the following fees are assessed:

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$2,500.00
Total Member Fees	= \$4,600.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No requests for adjournments were filed in this matter.

Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

No cancellation fees were assessed in this matter.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator

honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the Panel.

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:

Two (2) Pre-hearing sessions with the Panel at \$1,125.00/session	= \$2,250.00
Pre-hearing conferences: October 11, 2006 1 session	
February 5, 2007 1 session	
<hr/> Total Forum Fees	<hr/> = \$2,250.00

The Panel has assessed \$1,125.00 of the forum fees to Claimant and \$1,125.00 of the forum fees to Respondent.

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	= \$ 300.00
Forum Fees	= \$1,125.00
<hr/> Total Fees	<hr/> = \$1,425.00
Less payments	= \$1,425.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$ 0.00

Respondent is solely liable for:

Member fees	= \$4,600.00
Counterclaim filing fee	= \$ 500.00
Forum Fees	= \$1,125.00
<hr/> Total Fees	<hr/> = \$6,225.00
Less payments	= \$6,225.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$ 0.00

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

ARBITRATION PANEL

Barth Satuloff, CPA
Alexander I. Heckman, Esq.

- *Non-Public Arbitrator, Presiding Chairperson*
- *Non-Public Arbitrator*

Concurring Arbitrators' Signatures

/s/
Barth Satuloff, CPA
Non-Public Arbitrator, Presiding Chairperson

February 8, 2007
Signature Date

/s/
Alexander I. Heckman, Esq.
Non-Public Arbitrator

February 8, 2007
Signature Date

February 8, 2007
Date of Service (For NASD Dispute Resolution office use only)

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Alexander I. Heckman, Esq.

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- Non-Public Arbitrator

Concurring Arbitrators' Signatures



Barth Satuloff, CPA
Non-Public Arbitrator, Presiding Chairperson

Feb. 8, 2007

Signature Date

Alexander I. Heckman, Esq.
Non-Public Arbitrator

Signature Date

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Alexander I. Heckman, Esq.

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Non-Public Arbitrator, Presiding Chairperson

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Non-Public Arbitrator

Concurring Arbitrators' Signatures

Barth Satuloff, CPA

Non-Public Arbitrator, Presiding Chairperson

Signature Date

Alexander I. Heckman

Alexander I. Heckman, Esq.

Non-Public Arbitrator

1/8/2007
Signature Date

Date of Service (For NASD Dispute Resolution office use only)