

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of Claimant
Shelley Cohen

Case Number: 05-02203

Name of Respondent
Morgan Stanley Dean Witter, Inc.

Hearing Site: Boca Raton, Florida

Nature of the Dispute: Associated Person vs. Member.

REPRESENTATION OF PARTIES

For Shelley Cohen, hereinafter referred to as "Claimant": Curtis Carlson, Esq. and V. Michael Arias, Esq., Carlson & Lewittes, P.A., Miami, Florida.

For Morgan Stanley Dean Witter, Inc. ("MSDW"), hereinafter referred to as "Respondent": Tracy L. Gerber, Esq. and Bradford D. Kaufman, Esq., Greenberg Traurig, P.A., West Palm Beach, Florida and Lisa Dodge, Esq., Vice President, Morgan Stanley Dean Witter, Inc., Sarasota, Florida.

CASE INFORMATION

Statement of Claim filed on or about: April 26, 2005.

Claimant signed the Uniform Submission Agreement on: April 5, 2005.

Statement of Answer filed on or about: July 15, 2005.

Respondent signed the Uniform Submission Agreement on: May 12, 2005.

Respondent's Motion to Dismiss and Memorandum of Law in Support filed on or about: May 25, 2006.

Claimant's Response to Respondent's Motion to Dismiss filed on or about: June 9, 2006.

Respondent's Reply to Claimant's Response to Motion to Dismiss filed on about: June 15, 2006.

CASE SUMMARY

Claimant asserted the following causes of action: 1) breach of employment agreement; 2) breach of equitable and just principles of trade; 3) fraud; 4) tortious interference with advantageous business relationships; 5) negligence and gross negligence; and, 6) conversion. The causes of action relate to Claimant's former employment with Respondent and Claimant's subsequent discharge.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested: 1) compensatory damages in the amount of \$5,000,000.00; 2) punitive damages; 3) pre-award interest; 4) attorneys' fees under Section 448.08 of the Florida Statutes; and 5) costs.

Respondent requested that the claim be dismissed in its entirety.

OTHER ISSUES CONSIDERED AND DECIDED

On or about June 16, 2006, the undersigned arbitrators (the "Panel") issued an Order denying Respondent's Motion to Dismiss.

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

All claims of Claimant are denied and the Statement of Claim is dismissed, with prejudice.

Any and all claims for relief not specifically addressed herein, including Claimant's request for punitive damages and relief under Section 448.08 of the Florida Statutes, 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	= \$ 600.00
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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, Respondent MSDW is a party and a member firm.

Member surcharge	= \$2,800.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$5,000.00
Total Member Fees	= \$8,550.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournments requested during these proceedings for which fees were assessed.

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:

There were no three-day cancellation fees assessed during these proceedings.

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.

There were no injunctive relief fees assessed during these proceedings.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. 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) Decisions on discovery-related motions on the papers	
with one (1) arbitrator @ \$200.00	= \$ 400.00
Claimant submitted (1) discovery-related motion	
Respondent submitted (1) discovery-related motion	

One (1) Pre-hearing session with a single arbitrator @ \$450.00/session	= \$ 450.00
Pre-hearing conference: May 18, 2006	1 session

Two (2) Pre-hearing sessions with Panel @ \$1,200.00/session	= \$ 2,400.00
Pre-hearing conferences: September 26, 2005	1 session
June 16, 2006	1 session

Six (6) Hearing sessions @ \$1,200.00/session		= \$ 7,200.00
Hearing Dates:	June 19, 2006	2 sessions
	June 20, 2006	2 sessions
	June 21, 2006	2 sessions
<hr/> Total Forum Fees		= \$10,450.00

The Panel has assessed \$5,225.00 of the forum fees to Claimant.

The Panel has assessed \$5,225.00 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.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 600.00
Forum Fees	= \$ 5,225.00
Total Fees	= \$ 5,825.00
Less payments	= \$ 1,800.00
Balance Due NASD Dispute Resolution	= \$ 4,025.00

Respondent is solely liable for:

Member Fees	= \$ 8,550.00
Forum Fees	= \$ 5,225.00
Total Fees	= \$13,775.00
Less payments	= \$ 8,550.00
Balance Due NASD Dispute Resolution	= \$ 5,225.00

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

ARBITRATION PANEL

Brian William Schremp	-	Public Arbitrator, Presiding Chairperson
S. Harvey Ziegler, Esq.	-	Public Arbitrator
John M. Eadie	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

/s/
Brian William Schrempp
Public Arbitrator, Presiding Chairperson

June 23, 2006
Signature Date

/s/
S. Harvey Ziegler, Esq.
Public Arbitrator

June 23, 2006
Signature Date

/s/
John M. Eadie
Non-Public Arbitrator

June 23, 2006
Signature Date

June 23, 2006
Date of Service (For NASD Dispute Resolution Office use only)

Concurring Arbitrators' Signatures



Brian William Schremp
Public Arbitrator, Presiding Chairperson

6/23/06
Signature Date

S. Harvey Ziegler, Esq.
Public Arbitrator

Signature Date

John M. Eadie
Non-Public Arbitrator

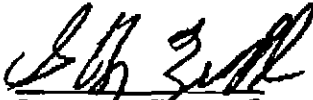
Signature Date

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Concurring Arbitrators' Signatures

Brian William Schremp
Public Arbitrator, Presiding Chairperson

Signature Date



S. Harvey Ziegler, Esq.
Public Arbitrator

6/23/06

Signature Date

John M. Eadie
Non-Public Arbitrator

Signature Date

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Jun. 23, 2006 3:44PM
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Concurring Arbitrators' Signatures

Brian William Schremp
Public Arbitrator, Presiding Chairperson

Signature Date

S. Harvey Ziegler, Esq.
Public Arbitrator

Signature Date


John M. Eadie
Non-Public Arbitrator

John Eadie 

6-23-2006
Signature Date

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