

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between :  
: :  
Dean Witter Reynolds, Inc. :  
Claimant :  
: AWARD :  
vs. : Case #90-02794 :  
: :  
Harold O. Postma :  
Respondent :  
:

### CASE SUMMARY

Dean Witter Reynolds, Inc. by its attorney Dominick J. Dorata, New York, NY, in a claim filed with the National Association of Securities Dealers, Inc. on October 8, 1990, alleged that Respondent, Harold O. Postma, has failed to satisfy a debit balance in his customer commodities account.

On April 30, 1991, Service of the Statement of Claim and notification of the arbitrator selected, was effected by substitution on Respondent Harold O. Postma. On April 27, 1991, Deputy Sheriff, Paul Tollmann, City of Willmar, County of Kandiyohi, State of Minnesota, attempted service of same at the known address of Respondent, 1121 Becker Avenue; Willmar, MN 56201 at 12:11 PM, spoke to a woman believed to be Respondent's wife who was un-co-operative. On April 29, 1991, at 9:25 AM the Deputy again attempted service but received no answer. At 5:15 of the same day the Deputy states that he attempted service again and that although there was someone in the house, they would not come to the door. The Statement of Claim and supporting material was tacked to the door by the Deputy Sheriff.

Previous attempts by the NASD to serve the Statement of Claim by mail were returned "unclaimed". However, regular mail service was not returned.

**RELIEF REQUESTED**

Claimant requests damages of Six Thousand Five Hundred Forty Seven Dollars and Thirty Two Cents (\$6,547.32) plus interest at 9% from May 31, 1989, the costs of the arbitration and any other relief.

### AWARD


Pursuant to Section 13 of the National Association of Securities Dealers, Inc. Code of Arbitration, a single Public Arbitrator, Larry R. Trussell, was selected to review and determine the matter in controversy between the parties set forth in submissions to arbitration signed by the Claimant on September 27, 1990 and not by the Respondent as required by Section 13(d) of the Code of Arbitration.

And, that the Arbitrator, having considered the proof of the Parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. That the Respondent Harold O. Postma is liable and shall pay to the Claimant Dean Witter Reynolds, Inc. the sum of Six Thousand Five Hundred Forty Seven Dollars and Thirty Two Cents (\$6,547.32).
2. That the Respondent shall pay to the Claimant interest at 9% from May 31, 1989 on the sum of Six Thousand Five Hundred Forty Seven Dollars and Thirty Two Cents (\$6,547.32) until the date of payment of this award.
3. The Five Hundred Seventy Five and No Cents filing fee previously deposited with the National Association of Securities Dealer, Inc. by the Claimant shall be retained by the NASD, Inc. and is assessed against the Respondent Harold O. Postma who shall pay Five Hundred Seventy Five and No Cents (\$575.00) to the Claimant, Dean Witter Reynolds, Inc.

### AFFIRMATION

I, Larry R. Trussell, do hereby affirm upon my oath as arbitrator that I am the individual described herein and who executed this instrument, which is my oath and award.

  
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Signature of Arbitrator

DATED:

July 5,

, 1991