

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between

Name of Claimant(s)

Dean Witter Reynolds, Inc.

91-01564

Name of Respondent(s)

Garland Pools Inc.

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on May 21, 1991, Claimant Dean Witter Reynolds, Inc. by and through its outside counsel, Dominick J. Dorata, Esq., Sole Practitioner, New York, New York, alleged that Respondent Garland Pools Inc., a public customer owed a debit balance on their Active Assets Account due to Visa charges and charges for checks drawn on the account. Claimant further alleged that no part of the unsecured debit balance has been paid although duly demanded.

Respondent, Garland Pools Inc. failed to file an Answer to the Statement of Claim.

RELIEF REQUESTED

Claimant, Dean Witter Reynolds, Inc. requested \$2,625.48 in actual damages plus interest from December 1, 1990 at 11 3/4% per annum and costs.

Respondent, Garland Pools Inc. failed to file an Answer to the Statement of Claim.

AWARD

Pursuant to Section 13 of the National Association of Securities Dealers, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Mervyn L. Recht, Esq. was selected to review and determine the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on May 9, 1991 and not by the Respondent as required by Section 12 & 13 of the NASD Code of Arbitration Procedure.

1. In accordance with Section 13 of the NASD Code of Arbitration Procedure the Respondent was served by regular mail on June 24, 1991 and given an opportunity to respond, which they failed to do so.

Respondent, Garland Pools Inc., was notified on September 23, 1991, via certified mail, that their Statement of Answer was overdue.

Respondent was then notified on October 8, 1991, via certified mail, of the selected arbitrator, pursuant to Section 21 of the NASD's Code of Arbitration Procedure. The signed certified mail receipts were returned to the NASD, Inc. dated September 26, 1991 and October 18, 1991, respectively, evidencing the receipt of these documents.

Respondent, Garland Pools, Inc., failed to file an Answer to the Statement of Claim.

2. Pursuant to the By-Laws of the NASD the arbitrator determined that Respondent Garland Pools Inc. was required to submit to this arbitration proceeding and is, therefore, bound by the arbitrator's ruling and determination.

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

1. Respondent, Garland Pools Inc. is liable and shall pay to the Claimant, Dean Witter Reynolds, Inc. \$2,625.48 in actual damages.
2. Respondent, Garland Pools Inc. is liable and shall pay to Claimant, Dean Witter Reynolds, Inc. simple interest at the rate of 11 3/4% per annum from December 1, 1990 to the date of payment of the award.
3. The parties shall bear their respective costs.
4. The \$575.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant shall be retained by the NASD, Inc. The Respondent, Garland Pools Inc. shall pay \$575.00 to the Claimant as reimbursement.

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AFFIRMATION

I, Mervyn L. Hecht, Esq., 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.



Signature of Arbitrator

DATE OF DECISION: February 25, 1992