

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Wall Electric Service, Inc.

91-02268

Name of Respondents

Dean Witter Reynolds, Inc.
William R. Sather

REPRESENTATION

For Claimant: Mark J. Briol, Esq. and Gregory L. Wilmes, Esq. of Briol and Wilmes, Minneapolis, Minnesota.

For Respondents: Richard A. Rogoff, Esq. of Dean Witter Reynolds, Inc., San Francisco, California.

CASE INFORMATION

Statement of Claim filed July 25, 1991.

Claimant's Submission Agreement signed on July 22, 1991.

Joint Statement of Answer filed by Respondents on October 8, 1991.

Respondent William R. Sather's Submission Agreement signed on September 30, 1991. Respondent Dean Witter Reynolds, Inc.'s Submission Agreement signed on October 2, 1991.

HEARING INFORMATION

Hearing Date/Sessions: April 8, 1992 for two (2) sessions.

Hearing Location: Minneapolis, Minnesota.

CASE SUMMARY

Claimant Wall Electric Service, Inc. ("Wall") alleged that he purchased 14,000 shares of Chemical Banking common stock from Respondent Dean Witter Reynolds, Inc. ("Dean Witter") through Respondent William Sather ("Sather") based on the buy recommendation of Dean Witter's analyst and Sather's recommendation to purchase the stock. Wall further alleged that he was given erroneous information because the value of the stock subsequently declined in value and the dividend was cut.

Respondents Dean Witter and Sather alleged that the analyst's buy recommendation was reasonable. Dean Witter and Sather further alleged that they can not insure profitability of the investments that it recommends to its clients.

RELIEF REQUESTED

Claimant requested that the panel award him 24,080 additional shares of Chemical Banking stock or, in the alternative, 14,170 shares of Chemical Banking stock, plus punitive damages.

Respondents requested that the panel deny Claimant's Statement of Claim in its entirety.

OTHER ISSUES CONSIDERED & DECIDED

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. In either case, the parties have agreed to receive conformed copies of the Award while the originals remain on file with the NASD.

Pursuant to Section 39(a) of the Code of Arbitration Procedure, the Claimant amended his Statement of Claim to include a request for punitive damages.

AWARD

After considering the pleadings, the testimony and the evidence presented at the hearing and post hearing submissions if any, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

1. The Statement of Claim is dismissed in its entirety;
2. Each of the parties shall bear their own costs and expenses incurred other than those specifically enumerated herein.

FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following Forum Fees are assessed:

2 sessions X \$750 = \$1500 minus hearing session deposit of \$750 = net \$750 due.

Forum fees Assessed Against Respondents Dean Witter Reynolds, Inc. and William R. Sather, jointly and severally, in the sum of \$750.

Fees are payable to the National Association of Securities Dealers, Inc.

By The Arbitration Panel

Dated:

May 13, 1992

s/s George A. Beck, Esq., Chairperson
Public Arbitrator

May 13, 1992

James P. Trainor, Jr.
Public Arbitrator

May 13, 1992

Michael J. Madden
Industry Arbitrator

NASD decision served: May 26, 1992