

**N.A.S.D. AWARD**

**NATIONAL ASSOCIATION OF SECURITIES DEALERS**

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**In the Matter of the Arbitration Between**

**Name of Claimant**  
**Meri L. Chapple**

**Case No: 92-04258**

**Name of Respondents**  
**Dean Witter Reynolds, Inc. and Dean Witter Trust Company**

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**REPRESENTATION**

**For Claimants, Meri L. Chapple ("Chapple"):**  
**Charles D. Franken, Esq. in Plantation, Florida.**

**For Respondents, Dean Witter Reynolds, Inc. and Dean Witter Trust Company,**  
**("Witter"):**  
**Glenn D. Kelley of Kelley, Aldrich & Warren, P.A. in West Palm Beach,**  
**Florida.**

**CASE INFORMATION**

**Statement of Claim filed: December 21, 1992**  
**Claimant's Submission Agreement signed: October 19, 1992**

**Respondents' Joint Statement of Answer filed: July 12, 1993**  
**Respondent Dean Witter Trust Company's Submission Agreement signed: August**  
**2, 1993 by H.W. Taylor on Behalf of Dean Witter Trust Company.**  
**Respondent Dean Witter Reynolds, Inc.'s Submission Agreement signed:**  
**July 12, 1995**

**HEARING INFORMATION**

**On July 28, 1994, a Pre-hearing Conference lasting one session was conducted**  
**via telephone conference call.**

**On November 20 and 21, 1995, in Ft. Lauderdale, Florida, hearings**  
**lasting four sessions were conducted.**

**CASE SUMMARY**

**Claimant alleged that Dean Witter sold the Claimant unsuitable investments.**  
**Claimant alleged fraud, punitive damages, unsuitability under Article III sections**  
**1 and 2 of the NASD Rules of Fair Practice, Section 405 of the NYSE; violation**  
**of section 10b5 of the Securities and Exchange Act of 1934, and violations of**  
**Florida Statute 517. Prior to the hearing, Claimant dismissed her claim regarding**  
**the Florida Statute 517. The product in question was the Dean Witter High**  
**Income Advantage Trust("HIAT"). It was purchased in October 1987 and sold in**  
**October 1991.**

Respondents, denied all allegations of wrongdoing and alleged that the HIAT was consistent with the stated objectives of the client. Respondents also claim it was consistent with her investments at the time. Further, Respondents claim that at no time were any misrepresentations made with regard to any security

### **RELIEF REQUESTED**

Claimant requested damages in the amount of \$167,743.06 plus costs, expert fees, and attorney fees.

Respondents requested dismissal of all claims, plus reasonable costs in connection with this arbitration.

### **OTHER ISSUES CONSIDERED AND DECIDED**

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award be entered. In either case, the parties have agreed to receive conformed copies of the Award while the original(s) remain on file with the NASD.

### **AWARD**

After considering the pleadings, the testimony, and the evidence presented at the hearings, the arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

- (1) Respondents are found not liable and, therefore, all claims against them are hereby dismissed.
- (2) Claimant's requests for attorney's fees, costs, expenses, and punitive damages are denied.
- (3) Respondents' request for costs is denied.

### **OTHER COSTS**

The parties shall each bear all other costs and expenses incurred by them in connection with this proceeding including attorney's fees.

### **FORUM FEES**

- (1) Pursuant to Section 43(c) of the Code of Arbitration Procedure, the Panel has assessed forum fees in the amount of \$2,300.00 ( 1 pre-hearing conference x \$300 plus 4 sessions x \$500).
- (2) Claimant is hereby assessed \$1,150.00 for which the NASD shall retain the \$500.00 previously deposited in partial satisfaction thereof leaving a balance due to the NASD of \$650.00.
- (3) Respondents, are hereby assessed \$1,150.00 payable to the National Association of Securities Dealers, Inc.
- (4) The NASD shall retain the non-refundable filing fee of \$150.00 paid by the Claimants.

(5) The NASD shall retain the \$500.00 paid by the Respondents for the postponement fee for the hearing that was scheduled on May 27, 1994.

(6) The NASD shall retain the \$500.00 fee paid by the Respondents for the joint request for postponement for the hearing that was scheduled on September 26, 1994.

(7) Respondents are hereby assessed \$3,000.00 that is still owed for the postponement fees for the hearings that were scheduled on November 14, 1994, March 27, 1995 and August 15, 1995.

(8) Claimant is hereby assessed \$500.00 that is still owed for the postponement fee for the hearing that was scheduled on August 2, 1994.

(9) Claimant is hereby assessed a \$500.00 fee that is still owed for the joint request for postponement for the hearing that was scheduled on September 26, 1994.

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

Concurring Arbitrator(s) Signature(s)

Public\Industry

/s/ .

Public

Anthony Titone, Esq.

/s/

Industry

Daniel Jaffe

/s/

Public

Alvin Shulklappe

Date of Decision: January 17, 1996