

NASD AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

In the Matter of the Arbitration Between

Name of Claimant

V. Lawrence Piton

and

94-01407

Name of Respondent

Dean Witter Reynolds, Inc.

REPRESENTATION OF PARTIES

V. Lawrence Piton ("**Claimant**") was represented by Leslie Blau, Esq., Blau & Kokoszka, Chicago, Illinois.

Dean Witter Reynolds, Inc. ("**Respondent Dean Witter**") was represented by Michelle Bryan Oroschakoff, Esq., Dean Witter Reynolds, Inc., San Francisco, California.

CASE INFORMATION

The Statement of Claim was filed on or about April 13, 1994. Submission Agreement of Claimant V. Lawrence Piton was signed on April 12, 1994.

Statement of Answer was filed by Respondent Dean Witter Reynolds, Inc. on or about August 1, 1994. Submission Agreement of Respondent Dean Witter Reynolds, Inc. was signed on July 29, 1994 by Michelle Bryan Oroschakoff.

HEARING INFORMATION

The hearing was held on Tuesday, September 12, 1995 for three (3) sessions and Wednesday, September 13, 1995 for three (3) sessions in Chicago, Illinois for a total of six (6) sessions.

CASE SUMMARY

In his original Statement of Claim, Claimant alleged that an employee of Respondent Dean Witter Reynolds, Inc. recommended the purchase of Greenwich Pharmaceuticals which was not suitable for him. Claimant also alleged that the stock was very risky and Respondents did not advise him of the risk associated with this purchase.

Respondent denied the allegations set forth in the Statement of Claim. Respondent specifically stated that except for the recommendation to purchase 1,000 shares, the idea to purchase shares of Greenwich was entirely the Claimant's and the purchases were made against the advice of its' employee. It was further stated that the employee specifically advised the Claimant of the risky nature of and the volatility of the Greenwich stock. Respondent also stated that the Claimant was a wealthy and sophisticated businessman with almost thirty years experience of investing in the stock market.

RELIEF REQUESTED

Claimant requested an award in the amount of \$175,400.

Respondents requested that the claims asserted against them be dismissed and that they be awarded their costs in defending this claim.

OTHER ISSUES CONSIDERED & DECIDED

At the close of the hearing, Claimant requested leave to file an Amended Statement of Claim to conform to the proof offered at the hearing. The undersigned arbitrators granted that request.

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 original(s) remain on file with the NASD.

AWARD

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

1. All claims asserted in this matter shall be and hereby are dismissed and denied in their entirety.
2. Each party shall bear its own costs, expenses and attorneys' fees incurred in this matter not specifically enumerated herein.

FORUM FEES

Forum fees are calculated at the rate of \$750 per hearing session and \$300 for each prehearing conference, if any. There were six (6) sessions x \$750 = \$4,500 in forum fees. Pursuant to §43(b) a hearing session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with an arbitrator, which lasts four (4) hours or less.

Pursuant to §43(c) of the NASD Code of Arbitration Procedure, the National Association of Securities Dealers, Inc. ("NASD") shall **retain** the non-refundable filing fee in the amount of \$200 and shall **retain** as forum fees the hearing session deposit in the amount of \$750 previously deposited with the NASD by the Claimant V. Lawrence Piton. Claimant V. Lawrence Piton shall be and hereby is liable for and shall pay to the NASD the sum of \$3,750 as the balance due for forum fees.

Pursuant to §45 of the NASD Code of Arbitration Procedure, the NASD shall **retain** the non-refundable member surcharge in the amount of \$200. Fees are payable to the National Association of Securities Dealers, Inc.

Dated:

/s/ Laurence S. Kahn, Esq.

Laurence S. Kahn, Esq.

Public Arbitrator, Presiding Chair

November 2, 1995

/s/ Herbert S. Channick, Esq.

Herbert S. Channick, Esq.

Public Arbitrator

October 25, 1995

/s/ Ronald C. Peters, CPA, CTA

Ronald C. Peters, CPA, CTA

Industry Arbitrator

November 15, 1995