

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between

Name of Claimant

Vicki L. Chambers

Case No. 99-01518

Name of Respondent

Dean Witter Reynolds, Inc. d/b/a
Morgan Stanley Dean Witter

REPRESENTATION OF PARTIES

For Vicki L. Chambers, hereinafter referred to as "Claimant": Stanley E. Marable, Esq., Sarasota, FL.

For Dean Witter Reynolds, Inc. d/b/a Morgan Stanley Dean Witter ("Dean Witter"), hereinafter referred to as "Respondent": Bradford D. Kaufman, Esq. of Greenberg Traurig, P.A., West Palm Beach, FL.

CASE INFORMATION

Statement of Claim filed on or about: March 30, 1999.

Claimant's Reply to Affirmative Defenses filed on or about: July 28, 1999.

Claimant signed the Uniform Submission Agreement: March 23, 1999.

Respondent Dean Witter's Answer and Affirmative Defenses to Chamber's Statement of Claim filed on or about: July 14, 1999.

Respondent signed the Uniform Submission Agreement: July 26, 1999.

CASE SUMMARY

Claimant alleged the following: Her employment with Respondent was wrongfully terminated on July 8, 1998. Respondent terminated Claimant due to Claimant's disability and in retaliation for the Claimant exercising her Americans with Disabilities Act ("ADA") rights. Claimant's exposure of, and objection to, the questionable and unlawful trading practices of her supervising broker was also a motivating factor in Respondent's decision to terminate Claimant's employment. Claimant's termination was in violation of the Florida Whistle Blower's Act and the Family and Medical Leave Act. Following Claimant's termination, Respondent improperly filed a Uniform Termination Notice for Securities Industry Registration (Form U-5) which falsely and inaccurately claimed that Claimant was discharged because she accepted a loan of money from a customer of Respondent.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted various defenses including: Claimant failed to state a claim upon which relief could be granted; Claimant cannot recover on her claim concerning the Form U-5 because the statements about which she complains were privileged and made in good faith; Claimant's claims are barred by the doctrine of unclean hands; Claimant's damages, if any, are the result of her own misconduct; Claimant does not qualify for protection under the Florida Whistle Blower Act; Claimant failed to mitigate her damages; Claimant failed to exhaust all administrative remedies prior to filing her ADA claim; Claimant failed to take proper advantage of the internal grievance procedures established by Respondent; Respondent acted in good faith and maintained policies designed to ensure that it acted in compliance with the requirements of the Family and Medical Leave Act; and, Claimant was not a qualified individual within the meaning of the ADA.

RELIEF REQUESTED

Claimant requested compensatory damages of approximately \$500,000.00, attorneys' fees, costs, an order directing that Claimant be reinstated to her position with Respondent plus all fringe benefits and seniority rights, or alternatively, that Claimant be awarded back pay, plus interest, and reasonable front pay until such time as Claimant is able to secure similar employment, expungement or correction of Claimant's Form U-5, a finding that Claimant has suffered from Respondent's acts of discrimination on the basis of her disability, an order enjoining Respondent from any further prohibited discrimination against Claimant, and such other and further relief as may be just and proper.

Respondent requested dismissal of the Statement of Claim.

OTHER ISSUES CONSIDERED AND DECIDED

On or about September 26, 2000, Respondent filed a motion to dismiss Claimant's Statement of Claim. Claimant filed a response to the motion to dismiss on or about November 13, 2000. On or about November 28, 2000, Respondent filed a reply in support of the motion to dismiss. During the evidentiary hearing, the Panel denied Respondent's motion to dismiss.

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.

AWARD

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

Respondent is liable and shall pay to Claimant the sum of \$100,000.00, inclusive of pre-judgment interest, representing compensatory damages arising from Respondent's acts of discrimination.

Respondent is liable and shall pay to Claimant the sum of \$300.00 representing reimbursement of the claim filing fee previously paid to NASD Dispute Resolution, Inc. by Claimant.

Based on the defamatory nature of the information contained in the NASD Central Registration Depository ("CRD") record of Claimant Vicki L. Chambers, the Panel orders the expungement of all references to the above captioned arbitration and all references to the language "loan from a client" from Claimant Vicki L. Chambers' registration records maintained by the CRD.

The issue of entitlement to and amount, if any, of attorneys' fees to be awarded to Claimant shall be determined by a court of competent jurisdiction.

All other relief requests not specifically addressed herein are denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 300.00
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Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. In this matter, the member firm, Dean Witter Reynolds, Inc., is a party.

Member surcharge	= \$ 1,500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$ 2,500.00

Adjournment Fees

Adjournments requested during these proceedings:

August 8-11, 2000, adjournment by Respondent	= \$ 1,125.00
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Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

Three (3) Pre-hearing sessions with Panel	x \$1,125.00	= \$ 3,375.00
Pre-hearing conferences:	January 26, 2000 1 session	
	November 14, 2000 1 session	

November 28, 2000 1 session

Seven (7) Hearing sessions x \$1,125.00 = \$ 7,875.00

Hearing Dates: December 4, 2000 2 sessions
 December 5, 2000 3 sessions
 December 6, 2000 2 sessions

Total Forum Fees = \$11,250.00

The Panel has assessed the total forum fees of \$11,250.00 to Respondent.

Fee Summary

Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$ 300.00
Total Fees	= \$ 300.00
<u>Less payments</u>	<u>= \$ 300.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

Respondent be and hereby is solely liable for:

Member Fees	= \$ 4,600.00
Adjournment Fee	= \$ 1,125.00
Forum Fees	= \$11,250.00
Total Fees	= \$16,975.00
<u>Less payments</u>	<u>= \$ 5,200.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$11,775.00

All balances are payable to NASD Dispute Resolution, Inc. and are due immediately upon receipt of the Award by the parties.

Concurring Arbitrators' Signatures

/s/

Sam A. Giunta
Industry Arbitrator, Presiding Chair

Signature Date

/s/

Warren A. Forest
Industry Arbitrator

Signature Date

Dissenting Arbitrator's Signature

/s/

Langfred A. White
Public Arbitrator

Signature Date

January 29, 2001
Date of Service (For NASD-DR office use only)

November 28, 2000 1 session

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December 6, 2000 2 sessions

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Sam A. Giunta
Industry Arbitrator, Presiding Chair

1-29-01
Signature Date

Warren A. Forest

Warren A. Forest
Industry Arbitrator

1/29/01
Signature Date

Dissenting Arbitrator's Signature

Langfred A. White
Public Arbitrator

Signature Date

Date of Service (For NASD-DR office use only)

Warren A. Forest
Industry Arbitrator

Signature Date

Dissenting Arbitrator's Signature

Langfred W White
Langfred W White
Public Arbitrator

19 Jan 2001
Signature Date

Date of Service (For NASD-DR office use only)