

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Tejeda & Tejeda, Inc., DBA TNT Development and DBA TNT, Inc., a.k.a. T & T, Inc., Claimant
v. Morgan Stanley Dean Witter & Co., Respondent

Case Number: 99-03348

Hearing Site: Los Angeles, California

REPRESENTATION OF PARTIES

For Claimant:

Philip M. Aidikoff, Esq.
Aidikoff & Uhl
Beverly Hills, California

For Respondent:

Lawrence S. Achorn, Esq.
Morgan Stanley Dean Witter Co.
San Francisco, California

CASE INFORMATION

Statement of Claim filed: July 21, 1999

First Amended Statement of Claim filed: January 24, 2001

Uniform Submission Agreement signed by Carlos Richard Tejeda on behalf of Claimant T & T Development, Inc.: July 16, 1999

Uniform Submission Agreement signed by Carlos Richard Tejeda on behalf of Claimant Tejeda & Tejeda, Inc. DBA TNT Development and DBA TNT, Inc., a.k.a. T & T, Inc.: January 24, 2001

Statement of Answer filed by Respondent: September 16, 1999

Respondent's Uniform Submission Agreement signed: September 16, 1999

CASE SUMMARY

Claimant alleged breach of fiduciary duty and negligence in the custodial case of two stock certificates, totaling 59,784 shares of Aim Smart Corporation.

Respondent denied the allegations of wrongdoing set forth in the Claimant's Statement of Claim.

RELIEF REQUESTED

In its First Amended Statement of Claim, Claimant requested compensatory damages in the sum of \$144,677.00, interest, costs, and attorney's fees.

Respondent requested dismissal of the Claimant's Statement of Claim in its entirety, and sought reimbursement for costs and attorney's fees.

OTHER ISSUES CONSIDERED AND DECIDED

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

On January 19, 2001, the panel ordered the Claimant to refile and amend the Uniform Submission Agreement to include all DBAs and akas for his company name.

On January 24, 2001, the Claimant submitted an Amended Statement of Claim and Uniform Submission agreement.

On January 30, 2001, the Panel accepted Claimant's Amended Statement of Claim.

AWARD

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

- 1) Respondent Morgan Stanley Dean Witter & Co. is liable to and shall pay Claimant, Tejada & Tejada, Inc., DBA TNT Development and DBA TNT Inc., a.k.a. T & T, Inc., the sum of \$37,066.00 in compensatory damages.
- 2) Each party shall bear its own costs, including attorney's fees.
- 3) All other relief not expressly granted is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

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

Initial claim filing fee

= \$ 300.00

Member Fees

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the event of the dispute. Accordingly, the member firm Morgan Stanley Dean Witter & Co. is a party and the following fees are assessed:

Member Surcharge	= \$ 1,500.00
Pre-Hearing Process Fee	= \$ 600.00
Hearing Process Fee	= \$ 2,500.00
Total Member Fees	= \$ 4,600.00

Forum Fees and Assessments

The Panel assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Panel. The following fees are assessed:

(2) Pre-hearing conference sessions with the Panel @ \$1125.00/session	= \$ 2,250.00
Pre-hearing conferences: June 28, 2000	1 session
January 19, 2001	1 session
(4) Hearing sessions @ \$1125.00/session	= \$ 4,500.00
Hearings: January 29, 2001	2 sessions
January 30, 2001	2 sessions
Total Forum Fees	= \$ 6,750.00

1. The Panel assessed \$ 3,375.00 of the forum fees to Claimant Tejeda & Tejeda, Inc., DBA TNT Development and DBA TNT, Inc., a.k.a. T & T, Inc.
2. The Panel assessed \$ 3,375.00 of the forum fees to Respondent Morgan Stanley Dean Witter & Co.

Administrative Costs

Administrative costs are expenses incurred because a party requested additional services beyond the normal administrative services. These additional services include, but are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, security, and other requests.

Claimant requested 2 photocopies @ \$.50/page:	=\$ 1.00
Respondent requested 47 photocopies @ \$.50/page:	= \$ 23.50

Fee Summary

1. Claimant, Tejeda & Tejeda, Inc., DBA TNT Development and DBA TNT, Inc., a.k.a. T & T, Inc., is charged with the following fees and costs:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 3,375.00
<u>Administrative Costs</u>	= \$ 1.00
Total Fees	= \$ 3,676.00
<u>Less Payments</u>	= \$(1,425.00)
Balance Due NASD Dispute Resolution, Inc.	= \$ 2,251.00

2. Respondent, Morgan Stanley Dean Witter & Co., is charged with the following fees and costs:

Member Fees	= \$ 4,600.00
Forum Fees	= \$ 3,375.00
<u>Administrative Costs</u>	= \$ 23.50
Total Fees	= \$ 7,998.50
<u>Less Payments</u>	= \$(6,100.00)
Balance Due NASD Dispute Resolution, Inc.	= \$ 1,898.50

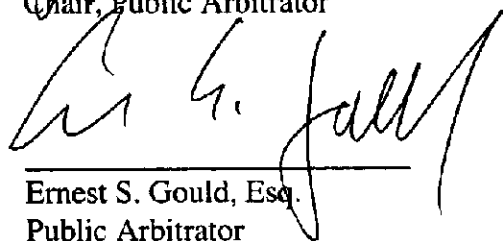
All balances are payable to NASD Dispute Resolution, Inc. and are to be paid immediately upon the receipt of the award by the parties pursuant to Rule 10330(g) of the Code.

Concurring Arbitrators' Signatures



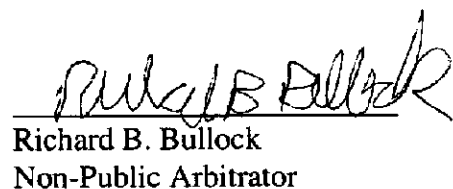
Jeff G. Kichaven, Esq.
Chair, Public Arbitrator

1/30/01
Signature Date



Ernest S. Gould, Esq.
Public Arbitrator

1-30-01
Signature Date



Richard B. Bullock
Non-Public Arbitrator

1/30/01
Signature Date

Date of Service