

NASD DISPUTE RESOLUTION STIPULATED AWARD
NASD DISPUTE RESOLUTION

CASE: 06-00440

Gerald Bradley Goodchild, II, (Claimant) vs. Norma E. Brahams, (Respondent)

ATTORNEYS:

For Claimant appeared Debra A. Jenks, Esq. of the firm Dobin & Jenks LLP, Jupiter, FL.

Respondent appeared *pro se*, Boynton Beach, FL.

NATURE OF DISPUTE: Associated Person vs. Customer

DATE FILED: January 26, 2006

CASE SUMMARY: Claimant requested expungement of all reference of NASD Arbitration Case Number 04-01397 from his Central Registration Depository ("CRD") record. The parties entered into a Stipulated Award.

ARBITRATOR'S REPORT: See attached Exhibit A.

Claim Data

Award Data

Claim: Expungement

Award: Granted

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) The Panel recommends the expungement of all reference to NASD Arbitration Case Number 04-01397 from Claimant Gerald Bradley Goodchild, II's (CRD Number 2218120) registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 04-16, Claimant Gerald Bradley Goodchild, II must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive. Unless specifically waived in writing by the NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents. Pursuant to Rule 2130 of the NASD Code of Arbitration Procedure, the arbitration panel has made the following affirmative findings of fact: The registered person was not involved in the alleged investment-related sales practice violation, forgery, theft, misappropriation, or conversion of funds. 2) All other relief requests are denied. 3) NASD Dispute Resolution shall retain the \$1,250.00 filing fee that the Claimant deposited previously.

OTHER FEES: Pursuant to Rule 10333 of the Code, A.G. Edwards & Sons, Inc. has paid to NASD Dispute Resolution the \$1,500.00 Member Surcharge previously invoiced.

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Award 06-00440

Gerald Silverman, Esq.

Sole Public Arbitrator

AFFIRMATION

I, Gerald Silverman, Esq., do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.



Gerald Silverman, Esq.



(Signature Date)

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

EXHIBIT A

Stipulated Award NASD Dispute Resolution, Inc.

~~RECEIVED~~

JUN 13 2006

FL ARBITRATION

In the matter of the Arbitration Between:

Gerald Bradley Goodchild, II

Case No.:

06-00440

Claimant,

vs.

Hearing Site:

Boca Raton, FL

Norma E. Brahams,

Respondent.

REPRESENTATION OF PARTIES

Claimant, Gerald Bradley Goodchild, II was represented by Debra A. Jenks, Esq., Dobin & Jenks, LLP, 140 Intracoastal Pointe Drive, Suite 403, Jupiter, Florida, 33477.

Respondent, Norma E. Brahams, did not appear in the action.

CASE INFORMATION

The Statement of Claim was filed by the Claimant on or about January 31, 2006. The Claimant signed the Uniform Submission Agreement on or about January 24, 2006.

Respondent did not file an Answer or otherwise respond to the Statement of Claim following proper service and notice by NASD Dispute Resolution, Inc. ("NASD-DR").

CASE SUMMARY

Respondent filed an arbitration claim against A.G. Edwards & Sons, Inc. ("Edwards"), and Claimant on or about February 25, 2004, styled as Norma E. Brahams, Claimant, vs. A. G. Edwards & Sons, Inc, and Gerald Bradley Goodchild, II, NASD-DR Case No. 04-01397.

Thereafter, on or about June 7, 2004, Edwards and Claimant served their Joint Answer. On or about July 21, 2004, Respondent filed an Amendment to her Statement of Claim reducing the amount of damages sought due to a "misinterpretation" of Respondent's account records.

On or about July 28, 2004, Edwards and Claimant served their response to the revised Claim of Respondent, pointing out that Respondent had experienced not a loss but a gain in her account value during the time period complained of.

After Orders were entered on discovery disputes and the final hearing dates were continued, by Notice dated on or about June 2, 2005, Respondent's counsel withdrew from the case. In his Notice of Withdrawal of Counsel, Respondent's counsel noted that the final hearing was set for June 27, 2005 but requested that Respondent be given additional time to obtain new counsel.

By Order dated June 7, 2005, the Panel ruled that the hearing dates of June 27-28, 2005 would be adjourned and that Respondent would have 30 days in which to engage counsel or otherwise proceed pro se. Respondent was also required within that 30 day period to contact the NASD-DR with proposed hearing dates for the evidentiary hearing.

By e-mail dated August 4, 2005, Respondent asked the NASD-DR for additional time to retain counsel. By Order dated August 26, 2005, the Panel denied Respondent's additional request for an extension of time to find counsel, and dismissed her claim without prejudice.

Pursuant to NASD Notice to Members ("NTM") 04-16, NASD NTM 99-09 governs this action to expunge the Respondent's claim from Claimant's CRD Record because the Claim was filed prior to April 12, 2004.

RELIEF REQUESTED

Claimant requests an Award in his favor in this action ordering the expungement of this Claim from his CRD Record, so he can seek a Court's Order pursuant to NASD NTM 99-09 to obtain an expungement.

OTHER ISSUES CONSIDERED AND DECIDED

None

AWARD

1. The Claim should be expunged since it was filed without merit, it was dismissed by a Panel of Arbitrators, and has not otherwise been pursued by Respondent.
2. The undersigned Arbitrator recommends the expungement of all reference to the arbitration claim filed by Respondent against Claimant, styled as Norma E. Brahams, Claimant, vs. A. G. Edwards & Sons, Inc, and Gerald Bradley Goodchild, II, NASD-DR Case No. 04-01397, from Claimant Gerald Bradley Goodchild, II's registration records maintained by the NASD Central Registration Depository ("CRD") under CRD No. 2218120, with the understanding that pursuant to NASD NTMs 99-09 and 99-54, Claimant must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
3. All costs incurred herein shall be borne by Claimant. Each party shall bear his or her respective attorneys' fees.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD-DR will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee = \$

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.

Member surcharge= \$N/A

Pre-hearing process fee = \$N/A

Hearing process fee = \$N/A

Forum Fees and Assessments

The Arbitrator has assessed forum fees for each session conducted. A 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:

Pre-hearing conference(s): None

Total fees (\$ per conference): \$

All balances are payable to NASD-DR and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATOR
Arbitrator's Signature



Gerald Silverman, Esq.

Date

Date of Service (For NASD Dispute Resolution use only)