

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant(s)

Patricia J. Sherman

vs.

91-02035

Name of Respondent(s)

Prudential Bache Securities, Inc.
Frank Venniro

REPRESENTATION

For Claimant: Michael L. Paule, Investors Arbitration Services, Inc.,
Woodland Hills, California

For Respondents: Debbie C. Stone, Esq., Prudential Bache Securities, Inc.,
New York, New York

CASE INFORMATION

Statement of Claim filed: July 1, 1991

Claimant's Submission Agreement signed on: June 12, 1991

Joint Statement of Answer filed by Respondents: August 28, 1991

Respondent Prudential Bache Securities, Inc.'s Submission Agreement signed
on: August 27, 1991

Respondent Frank Venniro did not submit a Submission Agreement. However, he
appeared at the hearing and is subject to National Association of Securities
Dealers, Inc. (NASD) jurisdiction in accordance with Section 12 of the Code
of Arbitration Procedure.

HEARING INFORMATION

Prehearing Conference(s) Date(s) Sessions: None

Hearing Date/Sessions: July 22, 1992 (two sessions)

Hearing Location: Los Angeles, California

CASE SUMMARY

Claimant alleged unauthorized trading, suitability, fraud, deceit, omission of material fact, intentional misrepresentation of fact and breach of fiduciary duty with respect to investments in TWA Senior Note bonds and Philadelphia Electric Company stock. Claimant also alleged that Respondents violated sections 10(b) and 20 of the Securities Exchange Act of 1934.

Respondents denied Claimant's allegations and stated that "at no time did the Respondents exercise discretionary trading authority in handling Claimant's account." Respondents also stated that they "discussed every trade with Claimant before its execution and received no objections from Claimant, prior to the filing of this claim, with respect to the handling of her account."

RELIEF REQUESTED

Claimant requested:

1. Compensatory damages of \$15,825.92;
2. For punitive damages in a sum sufficient to punish Respondents for their fraudulent conduct and willful violations of the rules and laws alleged herein so as to set an example and to deter such conduct in the future;
3. Pre-award and post-award interest from the date of original investments at the maximum interest rate as allowed by law; and
4. For cost of arbitration and expenses including reasonable consulting fees, expert witness fees and any other costs deemed reasonable and just.

OTHER ISSUES CONSIDERED & DECIDED

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 originals remain on file with the (NASD).

AWARD

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

1. All claims by Claimant are dismissed.
2. The parties shall each bear their respective costs including attorney's fees.

OTHER COSTS

None.

FORUM FEES


Pursuant to Section 43c of the Code of Arbitration Procedure, the NASD shall retain the \$400 hearing session deposit previously made by the Claimant. No additional forum fees are assessed.

ARBITRATION PANEL

1.

Public/Industry
Public Arbitrator
Public Arbitrator
Industry Arbitrator

Concurring Arbitrators' Signature



Lambert M. Javelera, Esq.

Served September 24, 1992

Date of Decision: 7/22/92