

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of Arbitration Between

Name of Claimant

Gretchen M. Humbert

vs.

Case # 93-01515

Name of Respondent

Kidder, Peabody & Co., Inc.

REPRESENTATION

Claimant appeared pro se.

For Respondent: Sheila Chervin, Esq. in-house counsel at Kidder, Peabody & Co., Inc.

CASE INFORMATION

Statement of Claim filed: April 14, 1993.

Claimant's Submission Agreement signed on: March 29, 1993.

Statement of Answer filed by Respondent Kidder, Peabody on: June 7, 1993.

Respondent Kidder Peabody's Submission Agreement signed on: June 3, 1993.

HEARING INFORMATION

Hearing Dates/Sessions:	September 20, 1993	-	2 sessions
	September 21, 1993	-	2 sessions
	October 19, 1993	-	1 session
	December 13, 1993	-	1 session

Hearing Location: NASD offices located in New York City, New York.

CASE SUMMARY

Claimant alleged that Respondent discriminated against her because of her sex, paying her less than males who performed jobs involving equal levels of effort, skill and responsibility and ultimately terminating her employment relationship with the firm. Claimant alleged that as a full time employee from 1989 to 1991 she received favorable reviews at Respondent, and was never told that her job performance was anything other than satisfactory and was periodically told by her supervisors that she was performing well. Claimant contended that she was paid less than males whose jobs required comparable skills, effort and responsibilities. Claimant alleged that during her employment at Respondent, she witnessed the departure of many female employees which were either discharged or constructively discharged or resigned because they were not awarded bonuses when they should have been. Claimant further contended that during her employment with Respondent she was frequently told that the investment banking business was a difficult business for women and was told by a ranking female managing director that working at Respondent was counter productive, and that there was no possibility for advancement for a woman, ever at her high ranking level, because of rampant discrimination. Claimant alleged that she when she was hired by Respondent, she was told she could transfer to the Los Angeles office after 6 months if she wished to do so, whereby, she indicated to her supervisors on numerous occasions her desire to move to the firm's LA office. Claimant further alleged that Respondent allowed another member of their class, a male, to move to Los Angeles, and then hired a second associate, also a male, for the LA office. Claimant contended that she was then terminated and was told she was let go because "she was not a good fit." Claimant alleged that she responded that she believed that the company had trouble developing women and that was why she was being discharged, whereby, Mr. Tarsill, a managing director, agreed to this, acknowledging that Respondent was motivated by discrimination and prejudice in terminating Claimant.

Respondent maintained that to be a successful associate, and indeed a successful banker, an employee such as Claimant was required to demonstrate basic competence in the corporate finance area, initiative and ambition to grow and become increasingly independent in the banking arena; unfortunately, Claimant almost from the inception of her full time employment failed to exhibit these qualities. Respondent maintained that as a result Claimant received a "2 minus" rating which signifies she was doing her job but some deficiencies had been identified and there is only one rating below "2 minus", a "3" which indicates a termination is forthcoming. Respondent maintained that in 1991 Claimant received a "3" along with another individual, a male; both were dismissed. Respondent alleged that of the 5 associates in Claimant's MBA class who received a "2 minus" for 1990, three were paid bonuses of \$17,000.00 while 2 including Claimant were paid bonuses of \$19,500.00, while in 1991 both associates who received a "3" were paid bonuses of \$37,500.00.

Respondent further maintained that the N.Y. State Division of Human Rights dismissed violations of Title VII, Civil Rights Act and Equal Pay alleged by Claimant.

RELIEF REQUESTED

Claimant requested: relief she is entitled under the Equal Pay Act, Title VII and laws prohibiting sex discrimination.

Respondent requested all claims be dismissed.

AWARD

1. All claims be and hereby are dismissed in their entirety.
2. Each party shall bear their own costs including attorneys' fees.

FORUM FEES

Pursuant to Section 43(c) of the Code of Arbitration Procedure, the following Forum Fees are assessed.

6 sessions x \$750.00 = \$4,500.00 less \$750.00 hearing session deposit = \$3,750.00 net due.

Claimant Gretchen Humbert be and hereby is liable and shall pay the NASD the sum of \$3,750.00 to represent forum fees.

The NASD shall retain the \$500.00 filing fee and \$750.00 hearing session deposit previously paid by Claimant.

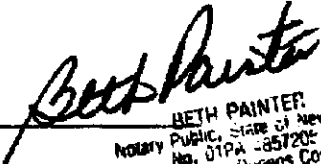
Fees are payable to the National Association of Securities Dealers, Inc.

ARBITRATORS' SIGNATURE

Joseph E. DaGrosa
Industry Arbitrator



Leon Goldsholl
Industry Arbitrator



BETH PAINTER
Notary Public, State of New York
No. 01PA-85720C
Qualified in Queens County
Commission Expires April 28, 1994 *gy*

Edward S. DeSalvio
Industry Arbitrator

NASD Date of Decision: January 5, 1994

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ARBITRATORS' SIGNATURE

Joseph E. DaGrosa
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Industry Arbitrator

Leon Goldsholl
Leon Goldsholl
Industry Arbitrator

Edward S. DeSalvio
Edward S. DeSalvio
Industry Arbitrator

NASD Date of Decision: January 5, 1994

Award #93-01515

STATE OF:

New York

ss:

Jankus

COUNTY OF:

Westchester

On this *2nd* day *December*, 1993, before me personally appeared Joseph E. DaGrosa known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

Frederick Bradstreet

FREDERICK BRADSTREET
Notary Public, State of New York
No. 452500
Qualified in Westchester County
Expires May 2, 1994

STATE OF:

ss:

COUNTY OF:

On this day , 1993, before me personally appeared Leon Goldshell known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

STATE OF:

ss:

COUNTY OF:

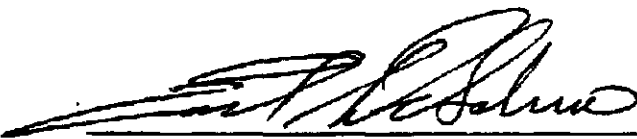
On this day , 1992, before me personally appeared Edward S. DeSalvio known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

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ARBITRATORS' SIGNATURE

Joseph E. DaGrosa
Industry Arbitrator

Leon Goldsholl
Industry Arbitrator



Edward S. DeSalvio
Industry Arbitrator

NASD Date of Decision: January 5, 1994

Award #93-01515

STATE OF:

SS:

COUNTY OF:

On this day , 1993, before me personally appeared Joseph E. DaGrosa known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

STATE OF:

SS:

COUNTY OF:

On this day , 1993, before me personally appeared Leon Goldsholl known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

STATE OF: *New Jersey*

SS:

COUNTY OF: *Bergen*

On this *28th* day *December*, 1992, before me personally appeared Edward S. DeSalvio known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

Barbara King

BARBARA KING
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 10, 1996

Award #93-01515

STATE OF:

SS:

COUNTY OF:

On this day , 1993, before me personally appeared Joseph E. DaGrosa known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

STATE OF: *New York*

SS:

COUNTY OF: *Queens*

On this *3rd* day *January* , 199*4*, before me personally appeared Leon Goldsholl known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

Beth Painter
BETH PAINTER
Notary Public, State of New York
No. 0104 463700
Qualified in Queens County
Commission Expires 12/31/94

STATE OF:

SS:

COUNTY OF:

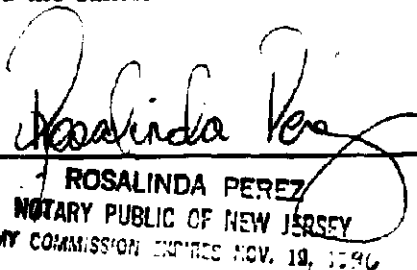
On this day , 1992, before me personally appeared Edward S. DeSalvio known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

STATE OF: New Jersey

S.S:

COUNTY OF: Hudson

On this 5th day of December, 1993, before me personally appeared **Milton P. Aeder** known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.


ROSALINDA PEREZ
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 19, 1996

STATE OF:

SS:

COUNTY OF:

On this day of , 1993, before me personally appeared **Domenick L. Natale, Esq.** known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.

STATE OF:

COUNTY OF:

On this day of , 1993, before me personally appeared **Leon Goldsholl** known and known to me to be the individual described in and who executed the foregoing instrument and be duly acknowledged to me that he executed the same.