

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Henry and Noreen Beaufre, Claimants vs. Travis P. Lynch, Respondent.

Case Number: 95-01576

Hearing Site: Seattle, Washington

REPRESENTATION OF PARTIES

Claimants, Henry and Noreen Beaufre, hereinafter referred to as "Claimants": Henry Beaufre, Mercer Island, Washington

Respondent, Travis P. Lynch, hereinafter referred to as "Respondent": Travis P. Lynch, Port St. Lucie, Florida

CASE INFORMATION

Statement of Claim filed on or about: March 29, 1995

Claimants, Henry and Noreen Beaufre, signed the Uniform Submission Agreement: March 25, 1995

Statement of Answer filed by Respondent, Travis P. Lynch, on or about: January 27, 2000

Respondent, Travis P. Lynch's signed Uniform Submission Agreement was filed on or about: January 27, 2000

CASE SUMMARY

Referencing investments in Sanyo Industries Inc., Dominion Resources Inc. and Immunotherapeutics, Claimants alleged that Respondent recommended the purchase of securities that were unsuitable given Claimants' investment objectives and investment experience; that Respondent misrepresented and failed to disclose material facts concerning the subject investments; and that Respondent guaranteed customers that they will not lose money and made specific price predictions.

Respondent denied Claimants' allegations of wrongdoing and denied any liability to Claimants.

RELIEF REQUESTED

Claimants requested damages in the amount of \$22,559.50 plus interest and costs.

Respondent requested dismissal of Claimants' claims.

OTHER ISSUES CONSIDERED AND DECIDED

Presiding Arbitrator, Joseph L. Crowe, Jr. noted that the above-referenced matter was stayed with respect to Hibbard Brown & Co., Inc. and William J. Powers pursuant to court order.

On or about July 21, 2000, Mr. Crowe denied Respondent's Motion to Dismiss. Mr. Crowe also denied Respondent's request that the above-referenced dispute be decided on the papers without an evidentiary hearing and denied the request that the hearing in this matter take place in the state of New York. Additionally, Mr. Crowe denied Claimant Henry Beaufriere's request to amend the Statement of Claim to remove Noreen Beaufriere as a party in this matter and granted Claimants' request to amend the Statement of Claim with respect to damages alleged by Claimants.

Respondent Lynch did not appear at the hearing in this matter. The Panel determined that Mr. Lynch received due notice of the hearing, and further determined to proceed with the hearing in Mr. Lynch's absence in accordance with Rule 10318 of the NASD-DR Code of Arbitration Procedure ("the Code").

At the outset of the hearing, Mr. Crowe heard and considered Claimant Henry Beaufriere's request for reconsideration of the ruling denying Mr. Beaufriere's request to remove Noreen Beaufriere as a party in this matter. Mr. Crowe denied the request.

AWARD

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

1. Respondent Travis P. Lynch is liable for and shall pay to Claimants Henry and Noreen Beaufriere, the sum of \$47,774.00. Said sum represents an award for compensatory damages, interest and costs.

The Panel found that Respondent Lynch was uncooperative throughout the pre-hearing conference process, refused to provide discovery and was not present for the hearing. Accordingly, the Panel determined that all forum fees shall be assessed to Respondent Lynch as a sanction for his failure to participate in the proceedings.

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 = \$100.00

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:

Two (2) Pre-hearing sessions x \$300.00 = \$600.00
Pre-hearing conferences: June 27, 2000 1 session
August 15, 2000 1 session

One (1) Hearing session x \$300.00 = \$300.00
Hearing Date: September 19, 2000 1 session

Total Forum Fees = \$900.00

The Panel has assessed the \$900.00 in forum fees to Respondent, Lynch.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services including, but not limited to, additional copies of arbitrator awards beyond those provided without charge, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

The parties did not incur administrative costs.

Fee Summary

1. Claimants, be and hereby are liable for:

Initial Filing Fee	= \$100.00
<u>Administrative Costs</u>	= \$ 0.00
Total Fees	= \$100.00
<u>Less payments</u>	= \$400.00
Balance (Refund)	= \$300.00

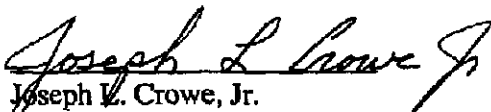
2. Respondent, Lynch, be and hereby is liable for:

Forum Fees	= \$900.00
<u>Administrative Costs</u>	= \$ 0.00
Total Fees	= \$900.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Regulation, Inc.	= \$900.00

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All balances are due to NASD Dispute Resolution, Inc. and are payable within 30 days of the service date of this Award.

Presiding Arbitrator's Signature


Joseph L. Crowe, Jr.

Public Arbitrator

Date Served:

OCT 9 2000

10-5-2000

Signature Date

Date of Service (For NASD office use only)