

**AWARD**

**NASD REGULATION, INC.,  
OFFICE OF DISPUTE RESOLUTION**

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In the matter of the Arbitration Between

Name of Claimant

Sonya Murray

v.

NASD Regulation, Inc.  
Arbitration No. 96-00587

Name of Respondents

Bank of America, NT&SA.  
Bankamerica, BA Investment Services, and  
Larry R. Stinson

**REPRESENTATION**

For Claimant:

Robert M. Keese, Esq. and  
David N. Bigelow, Esq.  
Girardi and Keese  
Los Angeles, California

For Respondents:

Karen O. Strauss, Esq.  
Payne & Fears  
Irvine, California  
and  
Jay J. Price, Esq.  
Bank of America NT&SA  
San Francisco, California

### CASE INFORMATION

Statement of Claim filed:	February 1, 1996
Claimant's Submission Agreement signed:	January 30, 1996
Statement of Answer filed by Respondents Bank of America, NT&SA, BA Investment Services, and Larry R. Stinson:	May 6, 1996
Respondent Bank of America, NT&SA's Submission Agreement signed:	April 30, 1996
Respondent BA Investment Services' Submission Agreement signed:	April 12, 1996
Respondent Larry R. Stinson's Submission Agreement signed:	May 1, 1996

### HEARING INFORMATION

Hearing Dates / Sessions:	February 4, 1997 (2 Sessions) February 5, 1997 (2 Sessions) February 6, 1997 (2 Sessions) April 21, 1997 (2 Sessions)
Hearing Location:	Los Angeles, California

### CASE SUMMARY

Claimant alleged harassment and wrongful termination from her position as a sales representative for Respondents. Claimant further alleged that the harassment was based on her age and Jewish faith. Claimant alleged that she successfully completed a probationary work period in 1993, but was terminated approximately three months later by Larry R. Stinson, her supervisor.

Respondent denied any discriminatory or harassing treatment towards the claimant. Respondent alleged that claimant was an "at will" employee and her employment could be terminated at any time. Respondent further alleged that beginning in 1992 and continuing into 1993, Claimant's work performance deteriorated. Respondent alleged that Claimant was placed on probation and warned that another customer complaint would result in termination. Respondent alleged that in March 1993 a customer complaint was received and Claimant's employment was terminated.

### RELIEF REQUESTED

Claimant requested \$1,000,000.00 in compensatory damages, punitive damages and costs of arbitration.

Respondents requested that the claim be dismissed. Respondent also requested recovery of arbitration costs.

### OTHER ISSUES CONSIDERED AND DECIDED

By letter dated June 10, 1996 Respondent Bankamerica Corporation represented that Claimant agreed not to pursue any claims brought against Bankamerica Corporation.

The parties have agreed that the Award in this matter may be executed in either 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 original remains on file with the NASD Regulation, Inc. Office of Dispute Resolution.

### 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 of the Claimant's claims are denied in their entirety.
2. The parties shall each bear their respective costs including attorney's fees.

### FORUM FEES

Pursuant to Rule 10332(c) of the Code of Arbitration Procedure, the following forum fees are assessed:

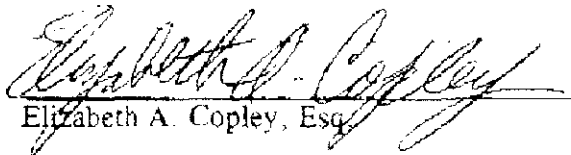
8 Hearing Sessions @ \$1000.00/Session	= \$8,000.00
Claimant's one-half share	= \$4,000.00
Credit for Hearing Session Deposit	= \$1,000.00
<b>Claimant's Balance Due</b>	<b>= \$3,000.00</b>
Respondents' one-half share	= \$4,000.00
<b>Respondents' Balance Due:</b>	<b>= \$4,000.00</b>

Fees are payable to NASD Regulation, Inc.

ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
Elizabeth A. Copley, Esq.	Public
James M. Allaire	Public
Luis R. Ruiz	Industry

Concurring Arbitrators' Signatures

  
Elizabeth A. Copley, Esq.

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James M. Allaire

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Luis R. Ruiz

Date of Decision: \_\_\_\_\_

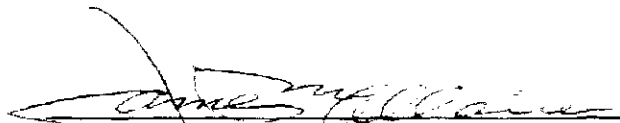
Date of Service: \_\_\_\_\_

ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
Elizabeth A. Copley, Esq.	Public
James M. Allaire	Public
Luis R. Ruiz	Industry

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Elizabeth A. Copley, Esq.

  
James M. Allaire

\_\_\_\_\_  
Luis R. Ruiz

Date of Decision: \_\_\_\_\_

Date of Service: \_\_\_\_\_

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<u>Name</u> .....	<u>Public</u>	<u>Industry</u>
Elizabeth A. Copley, Esq.	Public	
James M. Allaire	Public	
Luis R. Ruiz	Industry	

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Elizabeth A. Copley, Esq.

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James M. Allaire

  
\_\_\_\_\_  
Luis R. Ruiz

Date of Decision: April 21, 1997

Date of Service: 5-2-97