

AWARD

NASD REGULATION, INC.. OFFICE OF DISPUTE RESOLUTION

In the matter of the Arbitration Between

Name of Claimants

Carol H. DeGoff

v.

NASD Regulation, Inc.
Arbitration No. 96-00833

Name of Respondents

Brauvin Securities, Inc.

REPRESENTATION

For Claimants:

Alary E. Piibe, Esq.
Santa Monica, California

For Respondents:

John M. Murphy, Esq.
Baker & McKenzie
Chicago, Illinois

CASE INFORMATION

Statement of Claim filed:	February 26, 1996
Claimant's Submission Agreement signed:	March 11, 1996
Statement of Answer filed by Respondent:	May 30, 1996
Respondent Submission Agreement signed:	May 29, 1996
Respondent's Counter-Claim Filed:	May 29, 1996
Claimant's Answer to Counter Claim filed:	August 12, 1996

Amended Statement of Claim filed: August 12, 1996

Amended Statement of Answer filed by Respondent: August 30, 1996

HEARING INFORMATION

Full Panel Pre-Hearing Conference Date / Session: September 13, 1996 (1 Session)
December 30, 1996 (1 Session)
January 15, 1997 (1 Session)

Hearing Dates / Sessions: March 25, 1997 (2 Sessions)
March 26, 1997 (2 Sessions)
March 27, 1997 (2 Sessions)
April 23, 1997 (2 Sessions)
April 24, 1997 (2 Sessions)

Hearing Location: Los Angeles, California

CASE SUMMARY

Claimant alleged that Respondent was negligent in properly submitting Claimant's U-4 form to the NASD resulted in the rejection of the U-4 form, and the lapse of her Licenses. This caused the Claimant to sell securities in violation of State and Federal Securities laws. Claimant also alleged that she was continually sexually harassed by a superior. Claimant further alleged that Respondent practiced sex discrimination against her by giving her a lower draw than other males in the same office. As a result of these practices, Claimant alleged that she was constructively terminated by the Respondent. Claimant alleged that Respondent owes her reimbursable expenses that were incurred near the end of her employment. Claimant further alleged that Respondent actions negligently and intentionally inflicted emotional distress.

In her Amended Statement of Claim, Claimant alleged that Respondent was negligent in failing to supervise its employees. Claimant further alleged that Respondent was liable for the actions of its employees under the theory of respondeat superior.

Respondent denied each and every allegation of wrongdoing in Claimant's Amended Statement of Claim.

Respondent Counter-Claimed against Claimant and alleged that Claimant's draw exceeded her commissions at the time she left. Respondent claimed that Claimant is liable for this debt. Respondent also alleged that Claimant failed to return equipment belonging to Respondent.

Claimant denied each and every allegation of wrongdoing set forth in Respondent's Counter-Claim.

RELIEF REQUESTED

Claimant requested compensatory damages, past and future medical expenses, punitive damages and interest. Claimant also requested fees, costs, and expenses.

Respondent requested dismissal of the claim in its entirety.

Respondent requested payment of the alleged debt plus interest and return of equipment in the possession of the Claimant.

Claimant requested dismissal of the Counter-Claim.

OTHER ISSUES CONSIDERED AND DECIDED

The panel granted a directed verdict for the Respondent on the sexual discrimination claim related to the Claimant's draw.

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. Respondent Brauvn is liable to and shall pay Claimant the sum of \$ 2,540.00 in unreimbursed expense damages.
2. All of the Claimant's remaining claims, including the claim for interest and punitive damages, are denied in their entirety.
3. Claimant is ordered to return to Respondent forthwith equipment belonging to Respondent, consisting of the facsimile machine, Sony telephone, slides and other presentation materials in Claimant's possession.
4. All of the Respondent's remaining claims are denied in their entirety.
5. 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 against Respondent Brauvn:

Three Pre-Hearing Conferences @ \$1,000.00/Session	= \$3,000.00
10 Hearing Sessions @ \$1,000.00/Session	= \$10,000.00
Total Fees Assessed Against Respondent Brauvn	= \$13,000.00


Fees are payable to NASD Regulation, Inc.

Claimant's hearing session deposit will be refunded by NASD Regulation, Inc.

ARBITRATORS

<u>Name</u>	<u>Public / Industry</u>
Rochelle M. Lindsey, Esq.	Public
Craig L. Sheldon, Esq.	Public
Thomas J. Doherty	Industry

Concurring Arbitrators' Signatures


Rochelle M. Lindsey, Esq.

Craig L. Sheldon, Esq.

Thomas J. Doherty

Date of Decision: 4-30-97

Date of Service: 5-1-97

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