

OFFICE OF DISPUTE RESOLUTION

In the Matter of the Arbitration Between

Name of Claimant

Jacquelyn Moultrie

96-02109

Name of Respondent

The Dreyfus Service Corporation

REPRESENTATION

For Claimant Jacquelyn Moultrie ("Claimant") appeared Horatius A. Green, Esq. of the law firm of Winkler, Bevacqua & Simmons, P.C. located in Newark, New Jersey.

For Respondent The Dreyfus Service Corporation ("Dreyfus") appeared Barry Asen, Esq. and Lawrence Peikes, Esq. of the law firm of Roberts & Finger, LLP located in New York City, New York.

CASE INFORMATION

The Statement of Claim was filed on May 17, 1996.

Claimant's Submission Agreement was signed on June 28, 1996.

Statement of Answer was filed by Respondent The Dreyfus Service Corporation on August 7, 1996.

Respondent The Dreyfus Service Corporation's Submission Agreement was signed on July 18, 1996.

HEARING INFORMATION

Pre-Hearing Conference: February 5, 1997 - 1 Session

Hearing Dates/Sessions: February 27, 1997 - 2 Sessions

May 22, 1997 - 2 Sessions

The hearing was held at the office of the NASD Regulation, Inc. located in New York City, New York.

CASE SUMMARY

Claimant Jacquelyn alleged that she had been wrongfully terminated for impermissible reasons related to Ms. Moultrie's race, sex and marital status. Ms. Moultrie is female, African American, and an unmarried mother of a young child.

Claimant alleged that the reasons given by Respondent Dreyfus for her termination were false. Claimant further alleged that during her five months of employment at Dreyfus she was treated differently from her fellow workers especially those who were either white or male. Claimant stated that others were permitted to be late although she was chastised. Claimant claimed that others were permitted visitors in

the office while this privilege was denied to her.

Claimant alleged that her performance during her five month tenure at Dreyfus as measured by objective standards was "excellent." Claimant, in her Statement of Claim, represented that she "exceeded her 'quotas' both in terms of dollar volume and the number of accounts...opened and/or serviced."

In her Statement of Claim, Claimant further alleged that Respondents had made racist and sexually inappropriate comments.

Respondents, in their answer denied Claimant's allegations of discrimination. Respondents pointed to several written and verbal warnings which Claimant received for lateness and absenteeism beginning with Ms. Moultrie's first month with the firm. Respondents stated that Claimant's attendance record was unacceptable and did present a valid basis for termination.

Respondents maintained that Ms. Moultrie was not treated differently from her co-workers, but was in fact held to the same standard with regard to attendance and security considerations. Respondents alleged that the basis for Ms. Moultrie's termination was that with which she was provided at the time of her termination, and not for reasons related to race, gender or marital status.

RELIEF REQUESTED

Claimant requested relief in the nature of back pay and future pay of approximately \$142,548.95, plus attorneys' fees and additional compensation for severe emotional distress, pain and suffering and psychological damage.

Respondent requested that Claimants' claim be dismissed in all respects with prejudice, that the relief sought by Claimants be denied, and that Dreyfus be awarded costs, disbursements, and reasonable attorneys' fees.

OTHER ISSUES CONSIDERED & DECIDED

The parties have agreed that the Award in the 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. The Panel finds in favor of the Respondent and dismisses all of Claimants claims with prejudice and denies Claimants request for relief.
2. Each party shall bear their own costs including attorneys' fees.

FORUM FEES

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

1 Pre-Hearing Conference x \$300.00	=	\$ 300.00
4 Hearing sessions x \$750.00	=	\$3,000.00
Total outstanding	=	\$3,300.00

Claimant Acquestyn Mounkile is hereby liable and shall pay to the NASD Regulation, Inc. the sum of \$1,650.00 representing one-half of the total amount of forum fees assessed. Claimant previously deposited \$750.00 with NASD Regulation, Inc. Therefore, Claimant owes \$900.00 to NASD Regulation, Inc.

Respondent The Dryfin Service Corporation is hereby liable and shall pay to the NASD Regulation, Inc. the sum of \$1,650.00 representing one-half of the total amount of the forum fees assessed.

Fees are payable to the NASD Regulation, Inc.

ARBITRATOR'S SIGNATURE

I, Joan Stearns-Johnson, Esq., do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules that this is my decision in the above referenced matter.



Joan Stearns-Johnson, Esq.
Public Chairperson

I, Edward M. Miller, Ph.D., do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules that this is my decision in the above referenced matter.

Edward M. Miller, Ph.D.
Public Arbitrator

I, Jo Davis Hallingby, Esq., do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules that this is my decision in the above referenced matter.

Jo Davis Hallingby, Esq.
Industry Arbitrator

Date of Decision July 14, 1997

Claimant Jacquelyn Moultrie is hereby liable and shall pay to the NASD Regulation, Inc. the sum of \$1,650.00 representing one-half of the total amount of forum fees assessed. Claimant previously deposited \$750.00 with NASD Regulation, Inc. Therefore, Claimant owes \$900.00 to NASD Regulation, Inc.

Respondent The Dreyfus Service Corporation is hereby liable and shall pay to the NASD Regulation, Inc. the sum of \$1,650.00 representing one-half of the total amount of the forum fees assessed.

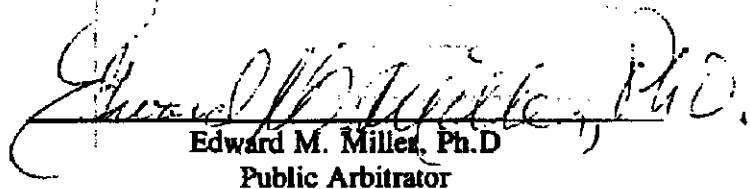
Fees are payable to the NASD Regulation, Inc.

ARBITRATOR'S SIGNATURE

I, **Joan Stearns-Johnsen, Esq.**, do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules that this is my decision in the above referenced matter.

Joan Stearns-Johnsen, Esq.
Public Chairperson

I, **Edward M. Miller, Ph.D.**, do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules that this is my decision in the above referenced matter.



Edward M. Miller, Ph.D.
Public Arbitrator

I, **Jo Davis Hallingby, Esq.**, do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules that this is my decision in the above referenced matter.

Jo Davis Hallingby, Esq.
Industry Arbitrator

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Fees are payable to the NASD Regulation, Inc.

ARBITRATOR'S SIGNATURE

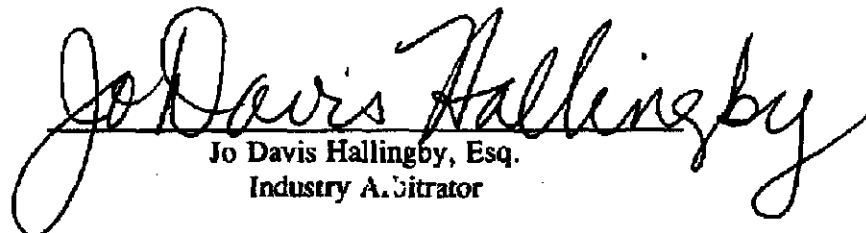
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Joan Stearns-Johnsen, Esq.
Public Chairperson

I, **Edward M. Miller, Ph.D.**, do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules that this is my decision in the above referenced matter.

Edward M. Miller, Ph.D.
Public Arbitrator

I, **Jo Davis Hallingby, Esq.**, do hereby affirm pursuant to Article 7507 of the Civil Practice Law and Rules that this is my decision in the above referenced matter.



Jo Davis Hallingby, Esq.
Industry Arbitrator

Date of Decision July 14, 1997