
**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Names of the Claimants
Leonard and Sharon Golod

Case Number: 02-07036

Names of the Respondents
Merrill Lynch
Sharon Rickett

Hearing Site: Boca Raton, Florida

Nature of the Dispute: Customer vs. Member and Associated Person.

REPRESENTATION OF PARTIES

For Leonard and Sharon Golod, hereinafter collectively referred to as "Claimants": John T. Getz, Esq., Feldman & Getz, LLP, Boca Raton, Florida.

For Merrill Lynch ("Merrill") and Sharon Rickett ("Rickett"), hereinafter collectively referred to as "Respondents": Alex Sabo, Esq., Bressler, Amery & Ross, P.C., Miramar, Florida.

CASE INFORMATION

Statement of Claim filed on or about: November 15, 2002.

Claimants signed the Uniform Submission Agreements: October 4, 2002.

Statement of Answer filed by Respondents on or about: February 12, 2003.

Respondent Merrill signed the Uniform Submission Agreement: January 8, 2003.

Respondent Rickett signed the Uniform Submission Agreement: February 18, 2003.

CASE SUMMARY

Claimants asserted the following causes of action: violation of Florida Statutes (specifically Section 517); common law fraud; negligence; negligent supervision; breach of contract; breach of fiduciary duty; fraud; misrepresentation and omission of facts; unsuitability; respondeat superior; and, negligent supervision, hiring and retention by Respondent Merrill of Respondent Rickett. The causes of action relate to Claimants' investments in a variable annuity as well as various mutual funds and common stocks, including, but not limited to the following: B2B Internet, AOL, AT&T, Cisco, Lucent, Oracle, and EMC.

Unless specifically admitted in their Answer, Respondents denied all allegations of wrongdoing set forth in the Statement of Claim and asserted various defenses, including that any losses incurred by Claimants resulted from their own decision to pursue an aggressive investment strategy that sought higher returns for their investments.

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$1,000,000.00, plus interest at the legal rate from the date of purchase or reasonable market return, reasonable attorneys' fees, punitive damages, the costs of this proceeding, and such other relief as deemed just and proper.

Respondents requested dismissal of the Statement of Claim in its entirety and assessment of all fees and costs against Claimants.

OTHER ISSUES CONSIDERED AND DECIDED

On or about November 22, 2005, Claimants filed with NASD Dispute Resolution a notice of settlement.

On or about December 20, 2005, the parties filed with NASD Dispute Resolution a proposed Stipulated Award for the Panel's consideration, which contained a request for the Panel to enter an Order directing NASD to expunge any reference to this arbitration from the NASD Central Registration Depository ("CRD") records of Respondent Rickett.

The parties have agreed that the Stipulated Award in this matter may be executed in counterpart copies or that a handwritten, signed Stipulated Award may be entered.

AWARD

After considering the pleadings and having been apprised of the parties' amicable resolution of this matter, as well as the joint request that the Panel enter this Stipulated Award, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Any and all claims against Respondents Merrill and Rickett are dismissed in their entirety and with prejudice.
2. The Panel recommends the expungement of all references to the above captioned arbitration from Respondent Rickett's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Rickett must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
3. Each party shall bear its respective costs, including attorneys' fees.
4. All other requests for relief which are not addressed specifically in this Stipulated Award are denied, with prejudice.

FEES

Pursuant to the NASD Code of Arbitration Procedure ("the Code"), the following fees are assessed:

Filing Fees:

NASD will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	\$ 375.00
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Member Fees:

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. Accordingly, Respondent Merrill is a member firm and a party:

Member Surcharge	\$2,250.00
Pre-hearing Process Fee	\$ 750.00
<u>Hearing Process Fee</u>	<u>\$4,000.00</u>
Total Member Fees	\$7,000.00

Adjournment Fees:

Adjournments granted during these proceedings for which fees were assessed:

April 20, 2004, adjournment at the parties' joint request	\$1,200.00
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The Panel has assessed \$600.00 of the adjournment fee to Claimants, jointly and severally.

The Panel has assessed \$600.00 of the adjournment fee to Respondents, jointly and severally.

Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session.

There were no three-day cancellation fees assessed during these proceedings.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the Panel.

There were no injunctive relief fees assessed during these proceedings.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A 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:

One (1) Pre-hearing session with the Panel @ \$1,200.00/session	\$1,200.00
Pre-hearing conference: July 14, 2003	1 session

Two (2) Pre-hearing sessions with a single arbitrator @ \$450.00/session	\$ 900.00
Pre-hearing conferences: February 27, 2004	1 session
November 15, 2005	1 session

Total Forum Fees	\$2,100.00
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The Panel has assessed \$1,050.00 of the forum fees to Claimants, jointly and severally.
The Panel has assessed \$1,050.00 of the forum fees to Respondents, jointly and severally.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimants are jointly and severally liable for:

Initial Filing Fee	\$ 375.00
Adjournment Fee	\$ 600.00
Forum Fees	\$1,050.00
<u>Retained Hearing Session Deposit pursuant to Rule 10332(f) of the Code</u>	<u>\$ 150.00</u>
Total Fees	\$2,175.00
<u>Less Payments</u>	<u>\$1,575.00</u>
Balance Due NASD Dispute Resolution	\$ 600.00

Respondent Merrill is solely liable for:

<u>Member Fees</u>	<u>\$7,000.00</u>
Total Fees	\$7,000.00
<u>Less Payments</u>	<u>\$7,000.00</u>
Balance Due NASD Dispute Resolution	\$ 0.00

Respondents Merrill and Rickett are jointly and severally liable for:

Adjournment Fee	\$ 600.00
Forum Fees	\$1,050.00
Total Fees	\$1,650.00
<u>Less Payments</u>	<u>\$ 600.00</u>
Balance Due NASD Dispute Resolution	\$1,050.00

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

William J. Callahan, CPA
David P. Slater, Esq.
Lucie L. Sabella

- Public Arbitrator, Presiding Chairperson
- Public Arbitrator
- Non-Public Arbitrator

Concurring Arbitrators' Signatures

_____/s/_____
William J. Callahan, CPA
Public Arbitrator, Presiding Chairperson

December 22, 2005
Signature Date

_____/s/_____
David P. Slater, Esq.
Public Arbitrator

December 23, 2005
Signature Date

_____/s/_____
Lucie L. Sabella
Non-Public Arbitrator

December 22, 2005
Signature Date

December 23, 2005
Date of Service (For NASD Dispute Resolution office use only)

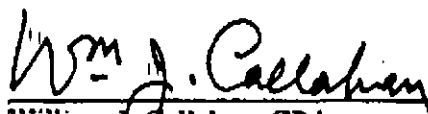
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Signature Date

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Public Arbitrator

Signature Date

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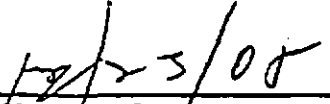
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