

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Sami Abdelmassia (Claimant) v. Merrill Lynch, Pierce, Fenner and Smith, Inc., and
Gershon W. Trimpol (Respondents)

Case Number: 03-05226

Hearing Site: New York, New York

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

REPRESENTATION OF PARTIES

Claimant Sami Abdelmassia hereinafter referred to as "Claimant": Theodore M. Davis, Esq., The Law Offices of Theodore M. Davis, Brooklyn, New York.

Respondents Merrill Lynch, Pierce, Fenner & Smith, Inc., ("Merrill Lynch") and Gershon W. Trimpol ("Trimpol") hereinafter collectively referred to as "Respondents" Dominick F. Evangelista, Esq., Bressler Amery & Ross, P.C., New York, New York.

CASE INFORMATION

Statement of Claim filed on or about: July 16, 2003.

Amended Statement of Claim filed on or about: January 3, 2004.

Claimant signed the Uniform Submission Agreement: July 16, 2003.

Joint Statement of Answer filed by the Respondents on or about: November 6, 2003.

Joint Answer to the Amended Statement of Claim filed on or about January 20, 2004.

Merrill Lynch signed the Uniform Submission Agreement: November 6, 2003.

Trimpol signed the Uniform Submission Agreement: November 6, 2003.

CASE SUMMARY

Claimant asserted the following causes of action in the Statement of Claim and Amended Statement of Claim: unsuitability; failure to supervise; fraud; negligent misrepresentation; respondeat superior, and breach of fiduciary duty.

Unless specifically admitted in their Answer or in their Answer to the Amended Statement of Claim, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various defenses.

RELIEF REQUESTED

Claimant requested \$700,000.00 in compensatory damages; punitive damages;

interest; costs, and other damages that may be awarded by the Panel.

Respondents requested that the Statement of Claim be dismissed as against all parties and that Respondents be awarded their costs and fees.

OTHER ISSUES CONSIDERED AND DECIDED

In December of 2005, the parties entered into a confidential settlement agreement and as part of the agreement, the parties agreed to present the Panel with a Stipulated Award.

On or about January 19, 2006, Claimant filed for bankruptcy protection in the United States Bankruptcy Court, District of New Jersey. The bankruptcy court assigned a trustee over Claimant's assets. On March 27, 2006, the bankruptcy court granted the trustee's petition authorizing the trustee to execute the General Release and Settlement Agreement and Stipulated Award with the parties on behalf of the Claimant, Sami Abdelmassia.

On August 24, 2006 the Panel conducted a telephonic expungement hearing to hear oral argument from the parties in connection with Respondent Trimpol's application for expungement. After due deliberation by the arbitrators, the Panel determined to grant Respondent Trimpol's application.

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

AWARD

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Claimant's claims against the Respondents are dismissed with prejudice.
2. Claimant and Respondent Merrill Lynch have entered into a confidential settlement agreement.
3. The Panel recommends the expungement of all references to the above captioned arbitration from the registration records of Respondent Gershon W. Trimpol maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Gershon W. Trimpol must obtain confirmation from a court of competent

jurisdiction before the CRD will execute the expungement directive.

4. Each party shall bear its own costs and expenses associated with the above-referenced arbitration.
5. Any relief not specifically addressed herein, including punitive damages, is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution 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. In this matter, Merrill Lynch, Pierce, Fenner and Smith, Inc., is a party.

Member Surcharge	= \$ 2,250.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$ 4,000.00

Adjournment Fees

The following adjournment fees are assessed:

September 13, 14, 21, 22, 2004, adjournment by Claimant	= Waived
March 10 & 11, April 4 & 5, May 10, 2005 adjournment by Respondents	= \$ 1,200.00
September 9, 15, 16, 2005, October 11, 12, 2005 adjournment by Respondents	= Waived

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 arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Forum fees associated with these proceedings are:

Five (5) Pre-hearing conference sessions with the Panel @ \$1,200.00 per session	= \$ 4,800.00
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Pre-hearing conferences:	February 26, 2004	1 session
	June 7, 2004	1 session
	September 13, 2004	1 session
	May 9, 2005	1 session
	August 24, 2006	1 session
Total Forum Fees		= \$ 6,000.00

1. The Panel has assessed \$2,400.00 of the forum fees against the Claimant.
2. The Panel has assessed \$3,600.00 of the forum fees jointly and severally against the Respondents.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 375.00
Forum Fees	= \$ 2,400.00
Total Fees	= \$ 2,775.00
Less payments	= \$ 1,575.00
Balance Due NASD Dispute Resolution	= \$ 1,200.00
2. Respondent Merrill Lynch is solely liable for:

Member Fees	= \$ 7,000.00
Total Fees	= \$ 7,000.00
Less payments	= \$ 7,000.00
Balance Due NASD Dispute Resolution	= \$ 0.00
3. Respondents are jointly and severally liable for:

Adjournment Fee	= \$ 1,200.00
Forum Fees	= \$ 3,600.00
Total Fees	= \$ 4,800.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 4,800.00

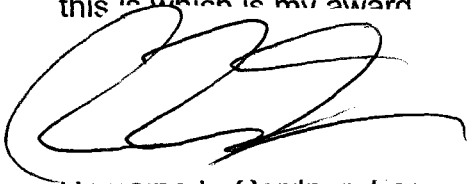
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Romaine L. Gardner, Esq.	-	Public Arbitrator, Presiding Chair
Deborah Sherman, Esq.	-	Public Arbitrator
William C. Bieluch	-	None-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this in which is my award



Romaine L. Gardner, Esq.
Public Arbitrator, Presiding Chair

8/24/06

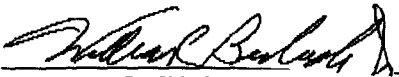
Signature Date



Deborah Sherman, Esq.
Public Arbitrator

9/6/06

Signature Date



William C. Bieluch
Non-Public Arbitrator

8/24/06

Signature Date

September 25, 2006

Date of Service (For NASD office use only)