
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants

Robert and Mariann Ulam

Case Number: 03-05753

Names of the Respondents

Merrill Lynch, Pierce, Fenner & Smith Incorporated

Robert Bos

Mary Humelsine

Hearing Site: Boca Raton, Florida

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

REPRESENTATION OF PARTIES

For Robert and Mariann Ulam, hereinafter collectively referred to as "Claimants": John T. Getz, Esq., Feldman & Getz, LLP, North Miami Beach, Florida.

For Respondents Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and Robert Bos ("Bos"): Bennett Falk, Esq., Bressler, Amery & Ross P.C., Miramar, Florida.

For Respondent Mary Humelsine ("Humelsine"): David Mandel, Esq., Mandel & Cale LLP, Miami, Florida.

CASE INFORMATION

Statement of Claim filed on or about: July 30, 2003.

Claimants signed the Uniform Submission Agreement: July 22, 2003.

Statement of Answer filed by Respondents Merrill Lynch and Bos on or about: November 14, 2003.

Statement of Answer filed by Respondent Humelsine on or about: November 17, 2003.

Respondents Merrill Lynch and Bos did not submit signed Uniform Submission Agreements.

Respondent Humelsine signed the Uniform Submission Agreement: October 14, 2003.

CASE SUMMARY

Claimants asserted the following causes of action: 1) breach of contract; 2) common law gross negligence or, in the alternative, ordinary negligence in violation of NASD Rules 2310 and 3010; 3) breach of fiduciary duty; 4) intentional misrepresentations and/or omissions; 5) failure to supervise and negligent supervision; and, 6) respondeat superior. The causes of action relate to the purchase of various stocks, including, but not limited to, Infospace and margin trading in Claimants' accounts.

Unless specifically admitted in their Answer, Respondents Merrill Lynch and Bos denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Unless specifically admitted in her Answer, Respondent Humelsine denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$2,400,000.00, interest at the legal rate from the date of purchase or reasonable market return, disgorgement of all commissions and fees, costs, expenses, reimbursement of NASD fees, punitive damages and all other relief that this Panel deemed just and proper.

Respondents Merrill Lynch and Bos requested that the Statement of Claim be dismissed in its entirety, and an award of such other and further relief as this Panel deemed just and proper. In addition, said Respondents stated their intent to seek, pursuant to Florida Statutes, Sections 57.105 and 517.211(6), reimbursement of attorneys' fees and costs in a court of competent jurisdiction.

Respondent Humelsine requested that the Statement of Claim be dismissed and an award of costs, disbursements, attorney's fees and such other relief as this Panel deemed proper and equitable.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents Merrill Lynch and Bos did not file with NASD Dispute Resolution properly executed submissions to arbitration but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and, having answered the claim, are bound by the determination of the Panel on all issues submitted.

On or about March 28, 2005, the parties notified NASD Dispute Resolution that they had settled this matter and that they would be submitting a proposed Stipulated Award.

On or about June 2, 2005, the parties submitted to NASD Dispute Resolution a proposed Stipulated Award with a request for expungement of the NASD Central Registration Depository (the "CRD") records of Respondents Bos and Humelsine.

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

AWARD

After considering the pleadings and the proposed Stipulated Award with request for expungement, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

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

1. Any and all claims against Respondents are dismissed, with prejudice. Claimants and Respondents have entered into a confidential settlement agreement.

2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondents Bos and Humelsine's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondents Bos and Humelsine must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
3. Each party shall bear their own costs and expenses associated with the above referenced arbitration, including attorneys' fees.
4. Any and all claims for relief not specifically addressed herein, including Claimants' request for punitive damages, are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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	= \$ 500.00
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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, Merrill Lynch is a party to this dispute and was a member of NASD at the time the following fees were assessed:

Member surcharge	= \$2,800.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$5,000.00

Adjournment Fees

No requests for adjournments were filed in this matter.

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:

No cancellation fees were assessed in this matter.

Injunctive Relief Fees

No injunctive relief fees were incurred during this proceeding.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A 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. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator @ \$450.00 = \$ 450.00
Pre-hearing conference: February 6, 2004 1 session

Two (2) Pre-hearing sessions with the Panel @ \$1,200.00 = \$2,400.00
Pre-hearing conferences: January 13, 2004 1 session
October 29, 2004 1 session

Total Forum Fees = \$2,850.00

The Panel has assessed \$1,425.00 of the forum fees jointly and severally to Claimants.
The Panel has assessed \$1,425.00 of the forum fees jointly and severally to Respondents.

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.

No administrative costs were incurred during this proceeding.

Fee Summary

Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 500.00
Forum Fees	= \$ 1,425.00
Total Fees	= \$ 1,925.00
Less payments	= \$ 1,700.00
Balance Due NASD Dispute Resolution	= \$ 225.00

Respondent Merrill Lynch is solely liable for:

Member Fees	= \$ 8,550.00
Total Fees	= \$ 8,550.00
Less payments	= \$ 8,550.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

Forum Fees	= \$1,425.00
Total Fees	= \$1,425.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$1,425.00

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

ARBITRATION PANEL

<i>Gordon Keith Grandy</i>	-	<i>Public Arbitrator, Presiding Chairperson</i>
<i>Alan B. Goldstein, Esq.</i>	-	<i>Public Arbitrator</i>
<i>Herbert Schwartz</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

/s/
Gordon Keith Grandy
Public Arbitrator, Presiding Chairperson

07/02/05
Signature Date

/s/
Herbert Schwartz
Non-Public Arbitrator

07/12/05
Signature Date

Dissenting Arbitrator's Signature

/s/
Alan B. Goldstein, Esq.
Public Arbitrator

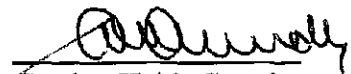
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Signature Date

07/13/05
Date of Service (For NASD Dispute Resolution office use only)

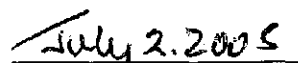
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Public Arbitrator, Presiding Chairperson



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Non-Public Arbitrator

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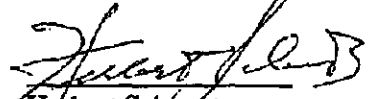
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Public Arbitrator, Presiding Chairperson

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Alan B. Goldstein, Esq.
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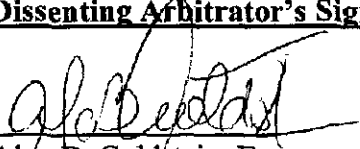
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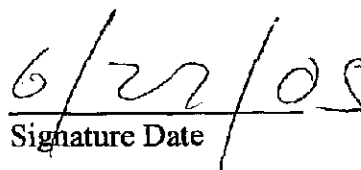
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Alan B. Goldstein, Esq.
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