

**Revised Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Name of the Claimant

Zoe G. Mavrellis

Case Number: 04-02100

Names of the Respondents

Merrill Lynch, Pierce, Fenner & Smith, Inc.
Eric MacDonnell

Hearing Site: Washington, D.C.

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

REPRESENTATION OF PARTIES

Claimant, Zoe G. Mavrellis, hereinafter referred to as "Claimant", was represented by W. Scott Greco, Esq., Greco & Greco, P.C., McLean, Virginia.

Respondent, Merrill Lynch, Pierce, Fenner & Smith, Inc. ("Merrill Lynch"), was represented by Ira L. Oring, Esq., Fedder & Garten, P.A., Baltimore, Maryland.

Respondent, Eric MacDonnell ("MacDonnell"), was represented by John M. Fedders, Esq., Attorney at Law, Washington, D.C.

CASE INFORMATION

Statement of Claim filed on March 29, 2004.

Claimant signed the Uniform Submission Agreement on March 24, 2004.

Statement of Answer filed by Respondent Merrill Lynch on June 21, 2004.

A representative of Respondent Merrill Lynch signed the Uniform Submission Agreement on April 16, 2004.

Statement of Answer filed by Respondent MacDonnell on June 18, 2004.

Respondent MacDonnell did not file a Uniform Submission Agreement with NASD Dispute Resolution.

CASE SUMMARY

Claimant, in the Statement of Claim, asserted the following causes of action, among others: breach of fiduciary duty, fraud and securities fraud, unsuitability, negligence, breach of contract, and controlling person liability. The causes of action relate to the handling of her account with Respondents Merrill Lynch and MacDonnell.

Unless specifically admitted in its Statement of Answer, Respondent Merrill Lynch denied the allegations made in the Statement of Claim and asserted the following defenses, among others: failure to mitigate damages; Claimant's claims are barred by the doctrines of laches, assumption of the risk, waiver, ratification, acquiescence and estoppel; failure to state a claim upon which

relief may be granted; contributory negligence; and Claimant's claims are barred by applicable statutes of limitations.

Unless specifically admitted in his Statement of Answer, Respondent MacDonnell denied the allegations made in the Statement of Claim and asserted the following defenses, among others: Claimant's claims are barred by the doctrines of assumption of the risk, waiver, ratification, and estoppel; failure to state a claim upon which relief may be granted; contributory negligence; and Claimant's claims are barred by applicable statutes of limitations.

RELIEF REQUESTED

Claimant requested:

Compensatory Damages	\$ 73,799.00
Punitive Damages	\$ 150,000.00
Interest	amount unspecified
Attorneys' Fees	amount unspecified
Other Costs	amount unspecified

Respondent Merrill Lynch requested that the Statement of Claim be dismissed and that it be awarded costs, forum and other fees.

Respondent MacDonnell requested that the Statement of Claim be dismissed and that he be awarded such relief as the Arbitration Panel (the "Panel") deems just and equitable.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent MacDonnell did not file with NASD Dispute Resolution a properly executed Uniform Submission Agreement but is required to submit to arbitration pursuant to the Code and having answered the claim, is bound by the determination of the Panel on all issues submitted.

Prior to the hearing, the parties fully and finally settled all claims by and between them. Therefore, the parties submit this Stipulated Award to the Panel for its consideration and request that it be entered.

The parties have agreed that the Stipulated Award in this matter may be executed in counterpart copies.

AWARD

Pursuant to the above, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. That the parties have amicably resolved their differences and have requested this Stipulated Award;

2. That the Panel recommends the expungement of all reference to the above-captioned arbitration from Respondent MacDonnell's registration records maintained by the NASD Central Registration Depository ("CRD") with the understanding that, pursuant to NASD Notices to Members 99-09 and 99-54, Respondent MacDonnell must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive;
3. That each party shall bear its own costs and expenses, including attorneys' fees, except as Fees are specifically addressed below; and
4. The Fees for the initial pre-hearing conference, pre-hearing conference on the Motion to Dismiss, and the discovery related motion shall be assessed as previously ordered by the arbitration panel; and,
5. That any and all relief not specifically addressed herein, including punitive damages, is denied in its entirety.

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	= \$ 300.00
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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 Lynch is a party.

Member surcharge	= \$ 1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 2,750.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

June 1-3, 2005, adjournment requested by Claimant	= \$ 1,125.00
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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) Decision on discovery-related motions on the papers

with (1) one arbitrator @ \$200.00 = \$ 200.00
Claimant submitted 1 discovery-related motions

Two (2) Pre-hearing sessions with Panel @ \$ 1,125.00 = \$ 2,250.00
Pre-hearing conferences: September 10, 2004 1 session
November 30, 2004 1 session

Total Forum Fees = \$ 2,450.00

1. The Panel has assessed \$ 562.50 of the forum fees to Claimant.
2. The Panel has assessed \$ 562.50 of the forum fees jointly and severally to Respondents Merrill Lynch and MacDonnell.
3. The Panel has assessed \$ 1,325.00 of the forum fees to Respondent Merrill Lynch.

Fee Summary

1. Claimant is assessed and shall pay:

Initial Filing Fee	= \$ 300.00
Adjournment Fee	= \$ 562.50
Forum Fees	= \$ 562.50
<hr/> Total Fees	= \$ 1,425.00
Less payments	= \$ 1,425.00
<hr/> Balance Due NASD Dispute Resolution	= \$ 0.00

2. Respondent Merrill Lynch is assessed and shall pay:

Member Fees	= \$ 5,200.00
Forum Fees	= \$ 1,325.00
<hr/> Total Fees	= \$ 6,525.00
Less payments	= \$ 5,200.00
<hr/> Balance Due NASD Dispute Resolution	= \$ 1,325.00

3. Respondents Merrill Lynch and MacDonnell are jointly and severally assessed and shall pay:

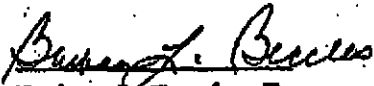
Adjournment Fees	= \$ 562.50
Forum Fees	= \$ 562.50
<hr/> Total Fees	= \$ 1,125.00
Less payments	= \$ 0.00
<hr/> Balance Due NASD Dispute Resolution	= \$ 1,125.00

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

ARBITRATION PANEL

Barbara L. Beccles, Esq.	-	Public Arbitrator, Presiding Chairperson
Mary E. Beach, Esq.	-	Public Arbitrator, Panelist
Steven R. Bralove	-	Non-Public Arbitrator, Panelist

Concurring Arbitrators' Signatures



Barbara L. Beccles, Esq.
Public Arbitrator, Presiding Chairperson

3/27/06
Signature Date

Mary E. Beach, Esq.
Public Arbitrator, Panelist

Signature Date

Steven R. Bralove
Non-Public Arbitrator, Panelist

Signature Date

March 28, 2006
Date of Service (For NASD Dispute Resolution office use only)

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Mary E. Beach, Esq.
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