

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Dr. Luis Cenedese (Claimant) v. Merrill Lynch, Pierce, Fenner & Smith, Richard S. Wald and Mark Bradburn (Respondents)

Case Number: 04-05040

Hearing Site: New York, New York

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

REPRESENTATION OF PARTIES

Claimant Dr. Luis Cenedese hereinafter referred to as "Claimant": Susan Kiner, an investor representative, Palm Beach Gardens, FL. Previously represented by Michael Kiner, Esq., Miller, Kagan, Rodriguez & Silver, West Palm Beach, FL.

Respondents Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), Richard S. Wald ("Wald") and Mark Bradburn ("Bradburn") hereinafter collectively referred to as "Respondents": James M. Bergen, Esq., Drier LLP, New York, NY. Previously represented by Brooke E. Pietrzak, Esq., Dorsey & Whitney LLP, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: July 9, 2004.

Claimant signed the Uniform Submission Agreement: July 2, 2004.

Joint Statement of Answer filed by Respondents on or about: October 20, 2004.

Respondent Merrill Lynch signed the Uniform Submission Agreement: October 19, 2004.

Respondent Wald signed the Uniform Submission Agreement: October 19, 2004.

Respondent Bradburn signed the Uniform Submission Agreement: October 19, 2004.

CASE SUMMARY

Claimant asserted the following causes of action: (i) unsuitable purchases and sales; (ii) failure to diversify; (iii) misrepresentations and/or omissions; (iv) breach of fiduciary duty; (v) negligent supervision; (vi) violation of NYSE Rule 405; and (vii) violation of NASD Rules 2310 and 3010. Claimant's claims involved unspecified securities.

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

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$461,412.78; New York statutory prejudgment interest in the amount of \$260,555.05 (as of date of filing); attorneys' fees; punitive damages; the return of fees and/or commissions; and other case-related costs.

Respondents requested that all claims against them be dismissed, with prejudice; reasonable attorneys' fees, costs, disbursements; forum fees and costs; and such other and further relief deemed appropriate by the Arbitration Panel.

OTHER ISSUES CONSIDERED AND DECIDED.

On or about April 14, 2005, the Parties agreed in principle to a full and fair resolution of all claims, which were brought, or which could have been brought, in the Arbitration. On or about May 6, 2005, the Parties filed with NASD Dispute Resolution ("NASD DR") a Stipulation of Dismissal With Prejudice (attached as Exhibit "A") wherein the parties agreed to the following: all claims against Respondents be dismissed with prejudice; Claimant and Respondents, as to each other, shall bear their respective costs, forum fees and attorneys' fees; and the parties shall jointly request that the Arbitration Panel make affirmative findings and order the expungement of all references to this matter from the Central Registration Depository ("CRD") records of Respondents Wald and Bradburn in a Stipulated Award. The Parties subsequently submitted this Stipulated Award to the Arbitration Panel for its consideration and request that it be entered.

On October 20, 2005 the Panel conducted an evidentiary hearing regarding Respondents' request for expungement. Claimant did not appear at the hearing, having previously indicating by letter that he was unable to attend and had no objection to the request for expungement. The Panel determined to proceed without Claimant.

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.

After considering the pleadings, the Stipulation of Dismissal With Prejudice, and all evidence and testimony it received, the Arbitration Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondents Merrill Lynch, Pierce, Fenner and Smith Incorporated, Richard S. Wald, and Mark Bradburn are dismissed with prejudice; Claimant and Respondents have entered into a confidential settlement agreement.
2. The Panel recommends the expungement of all reference to the above-captioned arbitration from Respondent Wald's registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices

to Members 04-16, Respondent Wald must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by the NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

Pursuant to Rule 2130 of the NASD Code of Arbitration Procedure, the arbitration Panel has made the following affirmative findings of fact:

The claim, allegation, or information is factually impossible and false.

3. The Panel recommends the expungement of all reference to the above-captioned arbitration from Respondent Bradburn's registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 04-16, Respondent Bradburn must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by the NASD, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

Pursuant to Rule 2130 of the NASD Code of Arbitration Procedure, the arbitration Panel has made the following affirmative findings of fact:

The claim, allegation, or information is factually impossible and false.

4. Each party shall bear its own costs and expenses associated with the above-referenced arbitration.
5. Any and all 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	= \$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 persons at the time of the events giving rise to the dispute. In this matter, Merrill Lynch, Pierce, Fenner & Smith, Inc. is a party.

Member Surcharge	= \$1,700.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$2,750.00
Total Member Fees	= \$5,200.00

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:

One (1) Pre-hearing conference session with the Panel @ \$1,125.00/session	= \$1,125.00
Pre-hearing conference: January 4, 2005 1 session	
One (1) Hearing session @ \$1,125.00/session	= \$1,125.00
Hearing: October 20, 2005 1 session	
Total Forum Fees	= \$2,250.00

In accordance with the Panel's Initial Pre-hearing conference scheduling order, the forum fee associated with the January 4, 2005 pre-hearing conference was assessed equally among the parties. Therefore,

1. The Panel has assessed \$281.25 of the forum fees against Claimant.
2. The Panel has assessed \$281.25 of the forum fees against Respondent Merrill Lynch.
3. The Panel has assessed \$281.25 of the forum fees against Respondent Bradburn.
4. The Panel has assessed \$281.25 of the forum fees against Respondent Wald.

With respect to the forum fees associated with the evidentiary hearing,

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.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$1,125.00
Total Fees	= \$1,425.00
Less payments	= \$1,700.00
Refund Due Claimant	= \$ 275.00

Pursuant to Rule 10332(f) of the Code of Arbitration Procedure, NASD is retaining the total initial amount of the hearing session deposited by the Claimant because this office was notified by the parties that they settled this matter within eight business days of the first scheduled hearing session.

2. Respondent Merrill Lynch is solely liable for:

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Member Fees	= \$5,200.00
Forum Fees	= \$ 281.25
Total Fees	= \$5,481.25
Less payments	= \$5,200.00
Balance Due NASD Dispute Resolution	= \$ 281.25

3. Respondent Bradburn is solely liable for:

Forum Fees	= \$ 281.25
Total Fees	= \$ 281.25
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 281.25

4. Respondent Wald is solely liable for:

Forum Fees	= \$ 281.25
Total Fees	= \$ 281.25
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 281.25

5. Respondents are jointly and severally liable for:

Forum Fees	= \$ 562.50
Total Fees	= \$ 562.50
Less Payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 562.50

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

Parties' Signatures

Dr. Luis Cenedese

Claimant

Date

Robert Goldberg, Esq.
Director and Senior Counsel for
Respondent Merrill Lynch, Pierce,
Fenner & Smith Incorporated

Date

Richard S. Wald
Respondent

Date

Mark Bradburn
Respondent

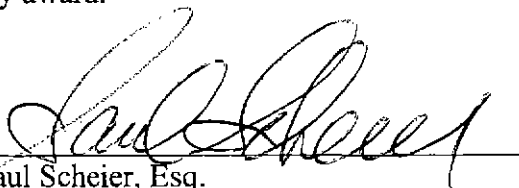
Date

ARBITRATION PANEL

Saul Scheier, Esq.	-	Public Arbitrator, Presiding Chair
Samuel B. Folsom	-	Public Arbitrator
Jerry M. Greenspan	-	Non-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 instrument is which is my award.



Saul Scheier, Esq.
Public Arbitrator, Presiding Chair

12/19/05
Date

Samuel B. Folsom
Public Arbitrator

Date

Jerry M. Greenspan
Non-Public Arbitrator

Date

January 4, 2006
Date of Service (For NASD office use only)

ARBITRATION PANEL

Saul Scheier, Esq.

Samuel B. Folsom

Jerry M. Greenspan

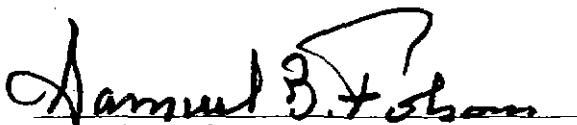
- Public Arbitrator, Presiding Chair
- Public Arbitrator
- Non-Public Arbitrator

Concurring Arbitrators' Signatures

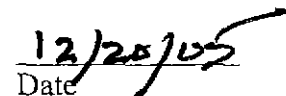
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Saul Scheier, Esq.
Public Arbitrator, Presiding Chair

Date



Samuel B. Folsom
Public Arbitrator



Date

Jerry M. Greenspan
Non-Public Arbitrator

Date

January 4, 2006
Date of Service (For NASD office use only)

ARBITRATION PANEL

Saul Scheier, Esq.
Samuel B. Folsom
Jerry M. Greenspan

- Public Arbitrator, Presiding Chair
- Public Arbitrator
- Non-Public Arbitrator

Concurring Arbitrators' Signatures

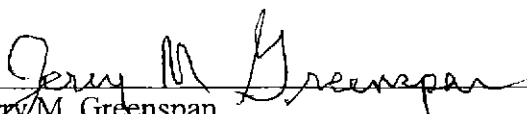
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Saul Scheier, Esq.
Public Arbitrator, Presiding Chair

Date

Samuel B. Folsom
Public Arbitrator

Date



Jerry M. Greenspan
Non-Public Arbitrator

12-15-05

Date

January 4, 2006

Date of Service (For NASD office use only)