
**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Name of the Claimant
Penelope Thibodeau (Vitato),
Trustee for Ethel Hanson Trust

Case Number: 04-06646

Names of the Respondents
Merrill Lynch, Pierce, Fenner and Smith Incorporated
Thomas Architetto

Hearing Site: Tampa, FL

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

REPRESENTATION OF PARTIES

For Penelope Thibodeau (Vitato), Trustee for Ethel Hanson Trust, hereinafter referred to as "Claimant": Spiro J. Verras, Esq., Jones, Verras and Freiberg, L.L.C., Tampa, Florida and Nikki M. Kavouklis, Esq., Tarpon Springs, Florida.

For Merrill Lynch, Pierce, Fenner and Smith Incorporated ("MLPFS") and Thomas Architetto ("Architetto"), hereinafter collectively referred to as "Respondents": Craig R. Glasser, Esq., Baritz and Coleman, L.L.P., Boca Raton, Florida.

CASE INFORMATION

Statement of Claim filed on or about: September 17, 2004.

Claimant signed the Uniform Submission Agreement: October 14, 2004.

Respondents' Motion to Dismiss, Answer and Affirmative Defenses filed on or about: February 2, 2005.

Respondent MLPFS signed the Uniform Submission Agreement: November 23, 2004.

Respondent Architetto signed the Uniform Submission Agreement: December 16, 2004.

CASE SUMMARY

Claimant asserted the following causes of action: breach of fiduciary duty; common law fraud; constructive fraud; negligent misrepresentation; breach of contract; unsuitability; churning; breach of duty; failure to supervise; negligence; violation of Florida Securities and Investor Protection Act, Section 517; negligent hiring and retention; and, exploitation of the elderly. The causes of action relate to Claimant's investments in unspecified growth equity funds, technology stocks and high yield bond funds.

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

RELIEF REQUESTED

Claimant requested an unspecified amount of compensatory damages, punitive damages, interest, attorney's fees and costs.

Respondents requested that Claimant's Statement of Claim be dismissed in its entirety, with attorneys' fees and costs assessed against Claimant, an award recommending the expungement of this matter from the NASD Central Registration Depository ("CRD") records of Respondent Architetto and such other relief deemed proper by the undersigned arbitrators (the "Panel").

OTHER ISSUES CONSIDERED AND DECIDED

On or about September 27, 2005, Claimant notified NASD Dispute Resolution that this matter had settled and that a Stipulated Award providing for expungement of the claim from the CRD records of Respondent Architetto would thereafter be filed.

On or about October 14, 2005, Claimant filed with NASD Dispute Resolution Claimant's Notice of Voluntary Dismissal With Prejudice as to Respondent Thomas Architetto.

On or about November 7, 2005, the parties filed with NASD Dispute Resolution a proposed Stipulated Award for review and execution by the arbitration panel.

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

AWARD

After considering the pleadings presented, the parties' request for the entry of a Stipulated Award and the record in this matter, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's dismissal of claims is accepted and Respondents are dismissed from this matter with prejudice.
2. The Panel recommends the expungement of all references to the above captioned arbitration from Respondent Thomas Architetto's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notice to Members 04-16, Respondent Thomas Architetto must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless NASD specifically waives this requirement in writing, 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, the Panel has made the following affirmative findings of fact:

The claims, allegations, or information are factually impossible or clearly erroneous;

Respondent Architetto was not involved in the alleged investment-related sales practice violation; and

The claims, allegations, or information are false.

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 = \$ 250.00

Member Fees:

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. In this matter, the member firm, MLPFS, is a party and member firm.

Member Surcharge	\$1,500.00
Pre-Hearing Process Fee	\$ 750.00
<u>Hearing Process Fee</u>	<u>\$2,200.00</u>
Total	\$4,450.00

Adjournment Fees:

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournment fees assessed 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.

There were no three-day cancellation fees assessed in this matter.

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 in this matter.

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:

Two (2) Pre-hearing sessions with the Panel @ \$1,000.00/session	= \$2,000.00
Pre-hearing conferences: March 18, 2005 1 session	
May 5, 2005 1 session	

Total Forum Fees	= \$2,000.00
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The Panel has assessed \$1,000.00 of the forum fees to Claimant.

The Panel has assessed \$1,000.00 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 in this matter.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 250.00
<u>Forum Fees</u>	= <u>\$1,000.00</u>
Total Fees	= \$1,250.00
<u>Less Payments</u>	= <u>\$1,250.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent MLPFS is solely liable for:

<u>Member Fees</u>	= <u>\$4,450.00</u>
Total Fees	= \$4,450.00
<u>Less Payments</u>	= <u>\$4,450.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

<u>Forum Fees</u>	= <u>\$1,000.00</u>
Total Fees	= \$1,000.00
<u>Less Payments</u>	= <u>\$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$1,000.00

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

ARBITRATION PANEL

Darryl C. Wilson, Esq.
Dennis A. Geduldig
Fred A. Forbes, Jr.

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

Concurring Arbitrators' Signatures

_____/S/_____
Darryl C. Wilson, Esq.
Public Arbitrator, Presiding Chairperson

November 14, 2005
Signature Date

_____/S/_____
Dennis A. Geduldig
Public Arbitrator

November 11, 2005
Signature Date

_____/S/_____
Fred A. Forbes, Jr.
Non-Public Arbitrator

November 14, 2005
Signature Date

November 15, 2005
Date of Service (For NASD Dispute Resolution office use only)

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- Non-Public Arbitrator

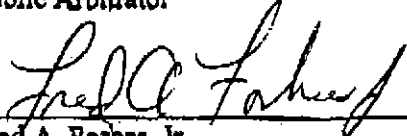
Concurring Arbitrators' Signatures

Darryl C. Wilson, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Dennis A. Geduldig
Public Arbitrator

Signature Date



Fred A. Forbes, Jr.
Non-Public Arbitrator

11-14-05
Signature Date

Date of Service (For NASD Dispute Resolution office use only)

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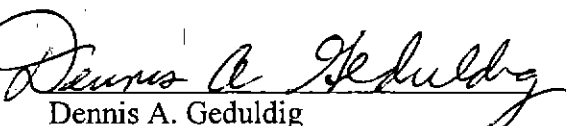
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Darryl C. Wilson, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date


Dennis A. Geduldig
Public Arbitrator

11-11-05
Signature Date

Fred A. Forbes, Jr.
Non-Public Arbitrator

Signature Date

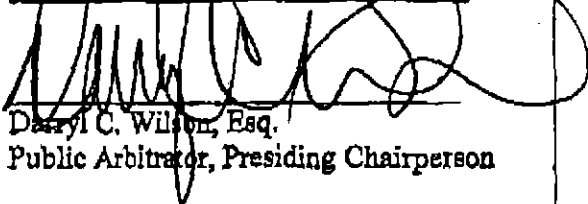
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Concurring Arbitrators' Signatures



Darryl C. Wilson, Esq.
Public Arbitrator, Presiding Chairperson

12/14/05
Signature Date

Dennis A. Geduldig
Public Arbitrator

Signature Date

Fred A. Forbes, Jr.
Non-Public Arbitrator

Signature Date

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