
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Surin Colonel

Case Number: 04-08018

Name of the Respondent
Ameritrade, Inc.

Hearing Site: Orlando, Florida.

Nature of the Dispute: Customer vs. Member.

REPRESENTATION OF PARTIES

Surin Colonel, hereinafter referred to as "Claimant", appeared *pro se*.

For Ameritrade, Inc., hereinafter referred to as "Respondent": James J. Vihstadt, Ameritrade, Bellevue, Nebraska.

CASE INFORMATION

Statement of Claim filed on or about: November 16, 2004.

Claimant signed the Uniform Submission Agreement on: October 25, 2004.

Statement of Answer filed on or about: December 20, 2004.

Respondent signed the Uniform Submission Agreement on: December 20, 2004.

CASE SUMMARY

Claimant alleged that Respondent erred in processing Claimant's limit order of puts in Palmone October 30 (UPY-VF).

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

RELIEF REQUESTED

Claimant requested: 1) compensatory damages in the amount of \$9,500.00; and 2) punitive damages in the amount of \$15,500.00.

Respondent requested: 1) dismissal of the Statement of Claim in its entirety; and 2) costs.

OTHER ISSUES CONSIDERED AND DECIDED

Claimant did not appear at the evidentiary hearing. Upon review of the file and the representations made by/on behalf of the Respondent, the undersigned arbitrator (the "Arbitrator") determined that Claimant received due notice of the hearing and that arbitration of the matter would proceed without Claimant present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

On or about April 25, 2005, Respondent filed its Motion to Compel and Motion to Bar. Claimant did not file a written response. On or about May 6, 2005, the Arbitrator granted the motion.

At the evidentiary hearing, Respondent moved to dismiss the Statement of Claim on the basis of Claimant's failure to appear at the evidentiary hearing. The Arbitrator denied the motion. Thereafter, Respondent presented its case-in-chief.

The parties agreed that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions (if any), the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's claims are denied in their entirety.
2. Claimant's request for punitive damages is denied.
3. Any and all claims or relief not specifically addressed herein are denied.

FEES

Pursuant to 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 = \$125.00

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.

There were no member fees assessed during these proceedings.

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournments requested during these proceedings for which fees were assessed.

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 during these proceedings.

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 during these proceedings.

Forum Fees and Assessments

The Arbitrator has assessed forum fees for each session conducted. A session is any meeting between the parties and the Arbitrator, including a pre-hearing conference with the Arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator @ \$450.00 per session = \$ 450.00
Pre-hearing conference: March 7, 2005 1 session

One (1) Hearing session @ \$450.00 per session = \$ 450.00
Hearing Date: May 10, 2005 1 session

Total Forum Fees = \$ 900.00

The Panel has assessed the total forum fees in the amount of \$900.00 to Claimant.

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 during these proceedings.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 125.00
Forum Fees	= \$ 900.00
Total Fees	= \$1,025.00

<u>Less payments</u>	<u>= \$ 575.00</u>
Balance Due NASD Dispute Resolution	= \$ 450.00

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

ARBITRATION PANEL

Benjamin L. Abramowitz

Sole Public Arbitrator

Arbitrator's Signature

/s/
Benjamin L. Abramowitz
Sole Public Arbitrator

May 12, 2005
Signature Date

May 12, 2005
Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution
Arbitration No. 04-08018
Award Page 4

<u>Less payments</u>	= \$ 575.00
Balance Due NASD Dispute Resolution	= \$ 450.00

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ARBITRATION PANEL

Benjamin L. Abramowitz

Sole Public Arbitrator

Arbitrator's Signature

Benjamin L. Abramowitz
Benjamin L. Abramowitz

12 May 2008
Signature Date

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