

**AWARD**  
**NASD Dispute Resolution**

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In the Matter of the Arbitration Between

Name of Claimant

Merrill Lynch Pierce Fenner & Smith, Inc.

and

Case Number: 05-02446  
Hearing Site: Houston, Texas

Name of Respondent

William V. Laggner

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**NATURE OF DISPUTE**

Member Firm v. Customer

**REPRESENTATION OF PARTIES**

Merrill Lynch Pierce Fenner & Smith, Inc. ("**Claimant**" or "**Merrill Lynch**") was represented by Jack D. Ballard, Esq., The Ballard Law Firm, Houston, Texas.

William V. Laggner ("**Respondent**" or "**Laggner**") appeared *pro se*.

**CASE INFORMATION**

The Statement of Claim was filed on or about May 10, 2005. The Submission Agreement of Claimant, Merrill Lynch Pierce Fenner & Smith, Inc., was signed on or about May 4, 2005.

The Statement of Answer was filed by Respondent, William V. Laggner, on or about July 25, 2005. The Submission Agreement of Respondent, William V. Laggner, was signed on or about July 25, 2005.

**CASE SUMMARY**

Claimant asserted the following causes of action: breach of contract, margin calls and collection. The causes of action related to a debit balance incurred by Respondent as a result of losses suffered from the unsolicited purchases and sales of stock in his account.

Unless specifically admitted in his Answer, Respondent denied the allegations made in the Statement of Claim and asserted affirmative defenses including the following: On April 17, 2002, Laggner stated that he contacted the Merrill Lynch office where Mr. Maguri officed.

At that time, I instructed the representative to sell all Peregrine Systems shares held in my account (6,300 shares). Laggner represented that this was enough money to settle his debit balance.

### **RELIEF REQUESTED**

Claimant requested an award in the amount of:

Actual/Compensatory Damages	\$ 33,400.14
Interest	Unspecified
Attorneys' Fees	Unspecified
Other Costs	Unspecified
Other Monetary Relief	Unspecified

Respondent requested that the claims asserted against him be denied in their entirety and that he be awarded his costs.

### **OTHER ISSUES CONSIDERED & DECIDED**

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered. In either case, the parties have agreed to receive conformed copies of the award while the original(s) remain on file with NASD Dispute Resolution ("NASD").

### **AWARD**

After considering the pleadings, the testimony, and the evidence presented at the hearing, the undersigned arbitrator have decided in full and final resolution of the issues submitted for determination as follows:

- 1.) Claimant's claims, each and all, are hereby denied and dismissed with prejudice;
- 2.) Other than Forum Fees which are specified below, the parties shall each bear their own costs and expenses incurred in this matter; and
- 3.) Any relief not specifically enumerated, including punitive damages and attorneys' fees, is hereby denied with prejudice.

## **FEES**

Pursuant to the Code, the following fees are assessed:

### **Filing Fees**

NASD Dispute Resolution will retain the non-refundable filing fee for each claim:

Initial claim filing fee = \$ 1,000.00

### **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. In this matter, the member firm is Merrill Lynch Pierce Fenner & Smith, Inc.

Member surcharge = \$ 875.00

Pre-hearing process fee = \$ 750.00

Hearing process fee = \$ 1,000.00

### **Forum Fees and Assessments**

The Arbitration Panel assesses forum fees for each hearing session conducted. A hearing 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:

Two (2) Pre-hearing sessions with Panel x \$450.00 = \$ 900.00

Pre-hearing conferences: September 26, 2005 1 session  
October 3, 2005 1 session

One (1) Hearing session x \$450.00 = \$ 450.00

Hearing Date: January 10, 2005 1 session

Total Forum Fees = \$ 1,350.00

The Arbitration Panel has assessed \$675.00 of the forum fees to Merrill Lynch Pierce Fenner & Smith, Inc.

The Arbitration Panel has assessed \$675.00 of the forum fees to William V. Laggner.

**Fee Summary**

Claimant, Merrill Lynch Pierce Fenner & Smith, Inc., is liable for:

Initial Filing Fee	= \$ 1,000.00
Member Fees	= \$ 2,625.00
Forum Fees	= \$ 675.00
Total Fees	= \$ 4,300.00
Less payments	= \$ 5,575.00
Refund Due to Claimant	= \$ 1,275.00

Respondent, William V. Laggner, is liable for:

Forum Fees	= \$ 675.00
Total Fees	= \$ 675.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 675.00

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

**ARBITRATOR**

John A. Dewald - Non-Public Arbitrator, Presiding Chair

Arbitrator's signature:

/s/ John A. Dewald  
John A. Dewald  
Public Arbitrator, Presiding Chair

January 12, 2006  
Signature Date

January 12, 2006  
Date of Service (For NASD office use only)

**Fee Summary**

Claimant, Merrill Lynch Pierce Fenner & Smith, Inc., is liable for:

Initial Filing Fee	= \$ 1,000.00
Member Fees	= \$ 2,625.00
Forum Fees	= \$ 675.00
Total Fees	= \$ 4,300.00
Less payments	= \$ 5,575.00
Refund Due to Claimant	= \$ 1,275.00

Respondent, William V. Laggner, is liable for:

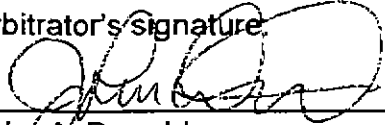
Forum Fees	= \$ 675.00
Total Fees	= \$ 675.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 675.00

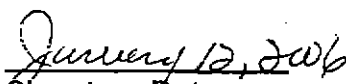
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**ARBITRATOR**

John A. Dewald - Non-Public Arbitrator, Presiding Chair

Arbitrator's signature

  
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John A. Dewald  
Public Arbitrator, Presiding Chair

  
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