

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Rebecca L. Johnson vs. John Coble and Merrill Lynch, Pierce, Fenner & Smith, Inc. vs.
Ameriprise Financial Services, Inc.

Case Number: 05-03232

Hearing Site: Charlotte, NC

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

REPRESENTATION OF PARTIES

Claimant, Rebecca L. Johnson hereinafter referred to as "Claimant", was represented by Louis L. Lesesne, Jr., Esq., Essex Richards, P.A., Charlotte, North Carolina.

Respondent and Third-party Claimant, John Coble ("Coble"), "Respondent", was represented by Gilbert C. Laite, III, Esq., Maupin Taylor, P.A., Raleigh, North Carolina.

Respondent, Merrill Lynch, Pierce, Fenner & Smith, Inc. ("Merril Lynch"), was represented by Fred D. Monroe, Esq., James, McElroy & Diehl, P.A., Charlotte, North Carolina.

Third-party Respondent, Ameriprise Financial Services, Inc. ("Ameriprise"), was represented by Josh Horn, Esq., Fox Rothschild, LLP, Philadelphia, Pennsylvania.

CASE INFORMATION

Statement of Claim filed on June 20, 2005.

Claimant signed the Uniform Submission Agreement on July 13, 2005.

Claimant filed a Reply to Respondent Coble's counterclaim on September 23, 2005.

Statement of Answer and Counterclaim filed by Respondent Coble on September 2, 2005.

Respondent Coble signed the Uniform Submission Agreement on July 19, 2005.

Amended Statement of Answer and Third-party Claim filed by Respondent Coble on October 20, 2005.

Statement of Answer filed by Respondent Merrill Lynch on September 6, 2005,
A representative of Respondent executed the Uniform Submission Agreement on
September 7, 2005.

Third-party Respondent did not file a Statement of Answer or Uniform Submission
Agreement with NASD Dispute Resolution.

CASE SUMMARY

Claimant asserted the following causes of action, among others: violation of employment agreement and intentional interference with contractual relations.

Unless specifically admitted in his Statement of Answer and Amended Statement of Answer, Respondent Coble denied the allegations made in the Statement of Claim and asserted the following defenses, among others: lack of standing; failure of consideration; the Statement of Claim is barred by the doctrines of waiver and estoppel; and failure to mitigate damages.

RELIEF REQUESTED

Claimant in her Statement of Claim requested compensatory damages in the amount of \$229,838.00.

Respondent Coble in his Statement of Answer and Counterclaim requested:

Compensatory Damages	\$55,000.00
Punitive Damages	amount unspecified
Attorneys' Fees	amount unspecified
Other Costs	amount unspecified

Respondent Coble in his Third-party Claim requested:

Compensatory Damages	amount unspecified
Attorneys' Fees	amount unspecified
Other Costs	amount unspecified

Respondent Coble also requested that the Arbitration Panel (the "Panel") issue an Order requiring Ameriprise to amend the information on his U-5 form due to its defamatory nature.

Respondent Merrill Lynch requested that the Panel deny Claimant's claims and award costs and attorneys' fees.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent Ameriprise did not file with NASD Dispute Resolution, a properly executed submission to arbitration but is required to submit to arbitration pursuant to the Code and is bound by the determination of the Panel on all issues submitted.

On or about March 1, 2006 Claimant informed NASD Dispute Resolution that she had dismissed with prejudice all claims against Respondents Coble and Merrill Lynch.

On or about March 2, 2006 Respondent Coble informed NASD Dispute Resolution that he had dismissed with prejudice his Counterclaim.

Pursuant to a settlement agreement between the parties, Third Party Respondent Ameriprise agrees that the Form U-5 material in question should be expunged to delete any reference to an involuntary termination based on a violation of Ameriprise's Franchise Agreement. Ameriprise's filing was based on inaccurate information obtained from the employing representative. Based upon information after the filing of the Form U-5, Ameriprise has concluded that Coble's resignation was, in fact, voluntary and not based on any violation of Ameriprise's Franchise Agreement.

AWARD

After considering the pleadings, the affidavit of Martha Kodel, Ameriprise Manager, sworn to September 13, 2006, and all proceedings held in this matter, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. The parties have settled all matters by and between them;
2. The Panel finds that the following information in Section 3 of Coble's Form U-5, filed by Ameriprise on May 12, 2004, creates the false impression, damaging to Mr. Coble, that he was involuntarily terminated based on a violation of the AEFA Franchise Agreement, and that such information is defamatory and therefore should be expunged from the NASD Central Registration Depository system. Therefore, the Panel recommends that the reason for termination be changed to "Voluntary" and the expungement of the following information in Section 3 of the Form U-5 filed by Ameriprise on May 12, 2004: " RESIGNATION OFFERED BUT NOT ACCEPTED, ASSOCIATION WITH AEFA WAS ENDED BASED ON VIOLATION OF AEFA FRANCHISE AGREEMENT, NOT RELATED TO SECURITIES BUSINESS, TRANSACTIONS, OR OTHER NASD RULES", from Respondent Coble's registration record maintained by the NASD Central Registration Depository ("CRD").
3. All claims for punitive damages and attorneys' fees are denied in their entirety;
4. The parties shall bear their respective costs, including attorneys' fees, except as Fees are specifically addressed below; and
5. Any and all relief not specifically addressed herein 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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Third Party 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 firms that employed the associated person(s) at the time of the events giving rise to the dispute. Accordingly, Respondents Merrill Lynch and Ameriprise are parties.

Merrill Lynch Member Fees

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Total Member Fees	= \$2,450.00

Ameriprise Member Fees

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Total Member Fees	= \$2,450.00

Forum Fees and Assessments

The Arbitrator/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) Pre-hearing session with Panel @ \$1,125.00	= \$1,125.00
Pre-hearing conference: August 24, 2006 1 session	
Total Forum Fees	= \$1,125.00

1. The Panel has assessed \$1,125.00 of the forum fees to Respondent Coble.

FEE SUMMARY

1. Claimant is assessed and shall pay the following fees:

Initial Filing Fee	= \$ 300.00
Total Fees	= \$ 300.00
Less payments	= \$2,125.00
Refund Paid to Claimant	= \$1,825.00

2. Respondent Coble is assessed and shall pay the following fees:

Third Party Claim Filing Fee	= \$ 250.00
Forum Fees	= \$1,125.00
Total Fees	= \$1,375.00
Less payments	= \$1,250.00
Less Refund Paid to Coble	= \$1,000.00
Balance Due NASD Dispute Resolution	= \$1,125.00

3. Respondent Merrill Lynch is assessed and shall pay the following fees:

<u>Member Fees</u>	= \$2,450.00
<u>Total Fees</u>	= \$2,450.00
<u>Less payments</u>	= \$4,150.00
<u>Refund Paid to Merrill Lynch</u>	= \$1,700.00

4. Respondent Ameriprise is assessed and shall pay the following fees:

<u>Member Fees</u>	= \$2,450.00
<u>Total Fees</u>	= \$2,450.00
<u>Less payments</u>	= \$2,450.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 00.00

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

ARBITRATION PANEL

Stephen P. Hoffman, Esq.	-	Public Arbitrator, Presiding Chairperson
Lynne T. Albert, Esq.	-	Public Arbitrator, Panelist
Glenn R. Oxner	-	Non-Public Arbitrator, Panelist

Concurring Arbitrators' Signatures

/s/
Stephen P. Hoffman, Esq.
Public Arbitrator, Presiding Chairperson

October 5, 2006
Signature Date

/s/
Lynne T. Albert, Esq.
Public Arbitrator, Panelist

October 5, 2006
Signature Date

/s/
Glenn R. Oxner
Non-Public Arbitrator, Panelist

October 5, 2006
Signature Date

October 5, 2006
Date of Service (For NASD Dispute Resolution office use only)

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Concurring Arbitrators' Signatures



Stephen P. Hoffman, Esq.
Public Arbitrator, Presiding Chairperson

Oct. 5, 2006
Signature Date

Lynne T. Albert, Esq.
Public Arbitrator, Panelist

Signature Date

Glenn R. Oxner
Non-Public Arbitrator, Panelist

Signature Date

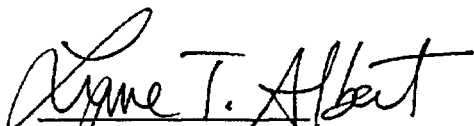
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Concurring Arbitrators' Signatures

Stephen P. Hoffman, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



Lyne T. Albert, Esq.
Public Arbitrator, Panelist

10/5/06

Signature Date

Glenn R. Oxner
Non-Public Arbitrator, Panelist

Signature Date

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Concurring Arbitrators' Signatures

Stephen P. Hoffman, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Lynne T. Albert, Esq.
Public Arbitrator, Panelist

Signature Date



Glenn R. Oxner
Non-Public Arbitrator, Panelist

10-5-04

Signature Date

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