

**Stipulated Award  
NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Merrill Lynch Pierce Fenner & Smith, Mary Beth Chavez, and Linda Paul v. Wayne and Mary Judy

Case Number: 06-00165

Hearing Site: New York

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Nature of the Dispute: Member and Associated Persons vs. Customers.

**REPRESENTATION OF PARTIES**

Claimants Merrill Lynch Pierce Fenner & Smith ("Merrill Lynch"), Mary Beth Chavez ("Chavez"), and Linda Paul ("Paul"), hereinafter collectively referred to as "Claimants" were represented by Christopher G. Massey, Esq., Bressler, Amery & Ross, P.C., Morristown, New Jersey.

Respondents Wayne and Mary Judy, hereinafter collectively referred to as "Respondents" were represented by William B. Young, Esq., Hooper & Weiss, Orlando, Florida.

**CASE INFORMATION**

Statement of Claim filed on January 10, 2006.

A representative for Respondent Merrill Lynch executed the Uniform Submission Agreement on February 22, 2006.

Claimant Chavez signed the Uniform Submission Agreement on January 23, 2006.

Claimant Paul signed the Uniform Submission Agreement on January 23, 2006.

Respondents did not file a Statement of Answer.

Respondents did not sign the Uniform Submission Agreement.

**RELIEF REQUESTED**

Claimants requested: an execution of a Stipulated Award in a form similar to that which was submitted to the NASD Dispute Resolution by the parties in NASD Case No. 03-03413, dismissal with prejudice of all claims made by Wayne and Mary Judy in NASD Case No. 03-03413, and a recommendation that any reference to the arbitration proceeding NASD Case No. 03-03413 be expunged from the registration records of Claimants Paul and Chavez as maintained by the NASD Central Registration Depository ("CRD").

### **OTHER ISSUES CONSIDERED AND DECIDED**

Respondents did not file with NASD Dispute Resolution, Inc. a properly executed submission agreement but are required to submit to arbitration pursuant to the Code and are bound by the determination of the Arbitrator on all issues submitted.

The parties agreed that the Stipulated Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

### **AWARD**

The parties entered into an agreement to present to the Arbitrator a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. The Arbitrator recommends the expungement of all reference to the above captioned arbitration from Claimant Paul's and Chavez's registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 04-16, Claimants Paul and Chavez 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 was clearly erroneous;

2. The parties shall bear their respective costs, including attorneys' fees, except as Fees are specifically addressed below; and
3. Any and all relief not specifically addressed herein, including punitive damages, 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 = \$ 500.00

**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(s) at the time of the events giving rise to the dispute. In this matter, the Merrill Lynch is a party.

Member Surcharge = \$ 1,500.00

Pre-Hearing Process Fee = \$ 750.00

Total Member Fees = \$ 2,250.00

**Fee Summary**

1. Claimant Merrill Lynch is solely liable for:

Member Fees = \$ 2,250.00

Total Fees = \$ 2,250.00

Less payments = \$ 3,250.00

Refund Due Claimant Merrill Lynch = \$ 1,000.00

2. Claimants are jointly and severally liable for:

Filing Fee = \$ 500.00

Total Fees = \$ 500.00

Less Payments = \$ 500.00

Balance Due NASD Dispute Resolution = \$ 0.00

All balances are due and payable to NASD Dispute Resolution

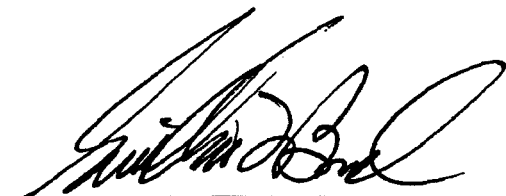
**SOLE ARBITRATOR PANEL**

Guillermo L. Bosch, Esq.


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Public/Non-Public Arbitrator, Presiding Chair

**Sole Arbitrator's Signature**

A handwritten signature in black ink, appearing to read 'Guillermo L. Bosch', written over a horizontal line.

Guillermo L. Bosch, Esq.  
Public Arbitrator, Presiding Chair

A handwritten date in black ink, 'September 1, 2006', written over a horizontal line.  
Signature Date

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9/7/06

Date of Service (For NASD office use only)