
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Michael W. Tyre

Case Number: 06-00581

Names of the Respondents
Merrill Lynch, Pierce, Fenner & Smith
Adrian Judson Force

Hearing Site: Baltimore, Maryland

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

REPRESENTATION OF PARTIES

For Michael W. Tyre, hereinafter referred to as "Claimant": Brian C. Parker, Esq., Parker, Dumler & Kiely, LLP, Baltimore, Maryland.

For Merrill Lynch, Pierce, Fenner & Smith ("Merrill Lynch") and Adrian Judson Force ("Force") hereinafter referred to as "Respondents": Lauryn J. Hart, Esq., Merrill Lynch, Office of the General Counsel, New York, New York.

CASE INFORMATION

Statement of Claim filed on or about: February 6, 2006.

Claimant signed the Uniform Submission Agreement: January 18, 2006.

Statement of Answer filed by Respondents on or about: July 12, 2006.

Respondent Merrill Lynch signed the Uniform Submission Agreement: May 23, 2006.

Respondent Force signed the Uniform Submission Agreement: March 16, 2006.

CASE SUMMARY

Claimant asserted a cause of action of negligence. The cause of action relates to the liquidation of a retirement annuity in Claimant's account.

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 compensatory damages in the amount of \$100,000.00 and that all costs be assessed against Respondent Merrill Lynch.

Respondents requested that the Statement of Claim be dismissed in its entirety, that the Panel

assess all costs against Claimant and an award of such other and further relief as this Panel deemed just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

On October 4, 2006, at the Initial Pre-hearing Conference for this matter, the parties advised the sole Arbitrator for this matter that the case had settled and that the parties would be submitting a proposed Stipulated Award with a request for expungement of the NASD Central Registration Depository (the "CRD") record of Respondent Force.

On or about December 4, 2006, Respondents submitted an Application in Support of Respondent Force's Request for Expungement of his NASD CRD record .

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

AWARD

The parties entered into an agreement to present to the Panel 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

At the Initial Pre-hearing Conference for this matter, the parties advised the Arbitrator that they had resolved this matter and that the only issue remaining was the request for expungement of Respondent Force's NASD CRD record.

Pursuant to NASD Rule 2130, the Arbitrator makes the affirmative finding that the claim that Respondent Force was involved in the alleged sales-practice violation is both clearly erroneous and false and therefore, the Arbitrator recommends the expungement of all reference to the above captioned arbitration from Respondent Force's registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notices to Members 04-16, Respondent Force 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.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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 = \$ 225.00

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. Accordingly, Respondent Merrill Lynch is a party to this dispute and was a member of NASD at the time the following fees were assessed:

Member surcharge	= \$ 1,100.00
<u>Pre-hearing process fee</u>	<u>= \$ 750.00</u>
Total Member Fees	= \$ 1,850.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No requests for adjournments were filed 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:

No cancellation fees were 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.

No injunctive relief fees were incurred during this proceeding.

Forum Fees and Assessments

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

One (1) Pre-hearing session with the Panel @ \$ 450.00	= \$ 450.00
Pre-hearing conference: October 4, 2006 1 session	
<u>Total Forum Fees</u>	<u>= \$ 450.00</u>

The Panel has assessed \$225.00 of the forum fees to Claimant.

The Panel has assessed \$225.00 of the forum fees jointly and severally to Respondents.

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.

No administrative costs were incurred during this proceeding.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 225.00
Forum Fees	= \$ 225.00
Total Fees	= \$ 450.00
Less payments	= \$ 450.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent MSDW is solely liable for:

Member Fees	= \$ 1,850.00
Total Fees	= \$ 1,850.00
Less payments	= \$ 1,850.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

Forum Fees	= \$ 225.00
Total Fees	= \$ 225.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 225.00

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

ARBITRATOR

Maurice R. Dunie, Esq.

- *Sole- Public Arbitrator*

Arbitrator's Signature

/s/
Maurice R. Dunie, Esq.
Sole-Public Arbitrator

12/6/06
Signature Date

12/6/06
Date of Service (For NASD Dispute Resolution office use only)

No administrative costs were incurred during this proceeding.

Fee Summary

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Less payments	= \$ 0.00
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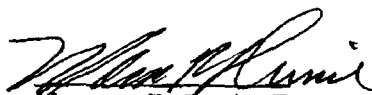
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATOR

Maurice R. Dunie, Esq.

Sole- Public Arbitrator

Arbitrator's Signature



Maurice R. Dunie, Esq.
Sole-Public Arbitrator

Dec. 6, 2006
Signature Date

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