

LAURENT J. LaBRIE

Plaintiff

v.

TD AMERITRADE

Defendant

\*

\*

\*

\*

\*

IN THE

DISTRICT COURT

FOR

BALTIMORE COUNTY

Case No: 0804-0021814-2010

\* \* \* \* \*

**MEMORANDUM IN SUPPORT OF DEFENDANT'S OPPOSITION  
TO PLAINTIFF'S MOTION TO RESCHEDULE CASE FOR TRIAL**

Defendant, TD Ameritrade, Inc. ("TDA"), by its undersigned counsel, hereby opposes the Motion to Reschedule Case for Trial filed by Laurent J. LaBrie (Plaintiff), stating as follows:

**Argument**

1. On August 5, 2010, TDA filed its Motion to Compel Arbitration with this Court requesting that Plaintiff's claim against TDA be stayed pending completion of the arbitration. In that motion, TDA requested that Plaintiff be compelled to arbitrate his claim against TDA pursuant to the Account Application and Terms of the Agreement that was signed by Plaintiff.

2. On or about August 26, 2010, Plaintiff filed a document entitled "Statement of No Contest to the Arbitration--Statement of No Objection to the Stay" ("Statement of No Objection") with this Court. The Statement of No Objection stated, *inter alia*, that Plaintiff's consent to proceed with arbitration in lieu of pursuing his claim in this Court was conditioned upon TDA "presenting to Plaintiff a confirmation from FINRA that FINRA has received the Claim . . . ." Statement of No Objection at paragraph 2.

3. The Statement of No Objection made no reference to any agreement with TDA that TDA would file a claim against itself with the Financial Industry Regulatory Authority (“FINRA”). In fact, TDA made no such representation to Plaintiff.

4. On August 27, 2010, this Court granted TDA’s Motion to Compel Arbitration. The Order granting the motion made no reference to any conditions that had to be satisfied for the stay to be effective. Thus, the case was stayed by the court pending completion of the arbitration without any limitations or conditions.

5. On or about November 17, 2010, Plaintiff filed his Motion to Reschedule Case for Trial (“Motion to Reschedule”). In that motion, Plaintiff erroneously assumes that the Court granted TDA’s motion subject to the random and unilateral conditions stated in the Statement of No Objection when this Court made no such decision. Further, Plaintiff demonstrates his failure to understand the proper procedures required for arbitration by repeatedly stating that TDA failed to file a claim against itself with FINRA.<sup>1</sup> Motion to Reschedule at paragraphs 6 and 7. Simply put, TDA cannot file an arbitration claim against itself and this *pro se* Plaintiff’s failure to understand the rules and procedures of this Court and FINRA has resulted in this untimely and improper Motion, which should be denied accordingly.

6. To the extent that Plaintiff is requesting that this Court reconsider the August 27, 2010 Order, that motion is untimely and improper pursuant to Maryland Rules 2-534 and 2-535 since it was not filed within 10 days after the entry of the judgment and there is no allegation of fraud, mistake, irregularity, newly-discovered evidence, or a clerical mistake.

---

<sup>1</sup> For example, Plaintiff argues that “[t]o the knowledge of Plaintiff, Defendant has not even submitted to FINRA the request for arbitration which is a preliminary prerequisite to start of the arbitration process.” Motion to Reschedule at paragraph 5. Plaintiff fails to understand that any claim against TDA is his claim that must be initiated by him, which has been told to him several times by TDA representatives.

**Conclusion**

For the reasons set forth herein, Plaintiff's Motion to Reschedule Case for Trial should be denied.



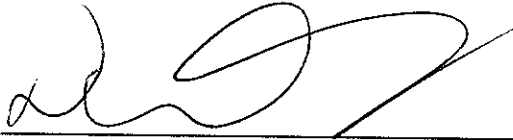
Donald E. English, Jr.  
Miles & Stockbridge P.C.  
10 Light Street  
Baltimore, Maryland 21202  
410-385-3850

Attorney for Defendant, TD Ameritrade

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of December, 2010, a copy of the foregoing  
**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT'S OPPOSITION TO  
PLAINTIFF'S TO RESCHEDULE CASE FOR TRIAL** was mailed, first class, postage prepaid  
to:

Laurent J. LaBrie, *pro se*  
5 Pleasant Ridge Drive #205  
Owings Mills, Maryland 21117



Donald E. English, Jr.

Mr. Laurent J. La Brie  
5 Pleasant Ridge Drive #205  
Owings Mills, ND 21117

September 2, 2010

RE: Case No 0804-0021814-2010, Laurent J. La Brie vs. TD Ameritrade

Dear Mr. La Brie:

The purpose of my correspondence is to let you know that we are in receipt of the Court Order granting your request to stay this matter and proceed to arbitration. I have enclosed a copy of the FINRA Dispute Resolution online claim filing system instructions for your convenience.

As we previously discussed, should you choose to arbitrate this matter it is your responsibility to file the arbitration claim. As the Defendant in this matter, TD Ameritrade cannot initiate the arbitration.

If you have additional questions about the arbitration process you can go the FINRA website at [www.finra.org](http://www.finra.org).

Sincerely,



Hollie Mason  
Associate Counsel