

LAURENT J. LaBRIE	*	IN THE
Plaintiff	*	DISTRICT COURT
v.	*	FOR
TD AMERITRADE	*	BALTIMORE COUNTY
Defendant	*	Case No: 0804-0021814-2010
* * * * *	*	* * * * *

**TD AMERITRADE’S RESPONSE TO PLAINTIFF’S MEMORANDUM  
IN SUPPORT OF MOTION TO RESCHEDULE CASE FOR TRIAL**

Defendant, TD Ameritrade, Inc. (“TDA”), by its undersigned counsel, hereby files its response to Plaintiff’s Memorandum in Support of Motion to Reschedule Case for Trial filed by Laurent J. LaBrie (Plaintiff), stating as follows:

1. On or about December 7, 2010, Plaintiff filed a document captioned “Memorandum in Support of Motion to Reschedule Case for Trial,” (hereinafter referred to as “Reply”), which was apparently a reply to TDA’s Opposition to Plaintiff’s Motion to Reschedule Case for Trial. Although the Rules do not permit replies or surreplies, it is important to clarify Plaintiff’s representations in the Reply regarding this Court’s orders compelling arbitration and staying this action.

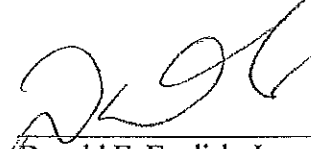
2. On August 30, 2010, this Court granted Defendant’s Motion to Compel Arbitration, which was filed by TDA on or about August 5, 2010 requesting an order compelling arbitration and staying the action pending the arbitration. Two separate orders were issued in connection with the motion. One order granted the motion to compel arbitration and the other order stayed the action pending arbitration. A copy of the two orders are attached hereto as Exhibits A and B.

3. Both orders erroneously state that the Court is granting the motion “filed by the Attorney for Plaintiff” even though Plaintiff did not file any motion in this action prior to August 30, 2010. Both orders also reference the August 5, 2010 filing for Defendant’s motion. Obviously, the Court’s references to the Plaintiff with respect to the motion are the result of an administrative error and the motion that was granted was the Motion to Compel Arbitration filed by TDA.

4. Despite the obvious administrative error, Plaintiff’s reply states that “[t]he Court ruling clearly stated that the motion that was granted was that of the Plaintiff.” Reply at paragraph 2. As stated above, Plaintiff did not file any motion prior to August 30, 2010. Plaintiff did file a “Statement of No Contest to the Arbitration—Statement of No Objection to the Stay” on or about August 26, 2010, which was Plaintiff’s response to TDA’s motion. However, neither order makes any reference to that filing.<sup>1</sup>

5. As discussed above, the August 30, 2010 orders were granted in connection with TDA’s motion to compel arbitration despite Plaintiff’s misunderstanding of those orders.

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

  
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410-385-3850

Attorney for Defendant, TD Ameritrade


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<sup>1</sup> The Reply references a September 1, 2010 letter from Hollie Mason, Associate Counsel for TDA, that also erroneously refers to the motion as that of Plaintiff’s consistent with the orders. As discussed above, the only motion pending before the court was Defendant’s motion to compel arbitration, which was the motion that was granted.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 14<sup>th</sup> day of January, 2011, a copy of the foregoing **TD AMERITRADE'S RESPONSE TO PLAINTIFF'S MOTION 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



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Donald E. English, Jr.