

AWARD
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of Claimant
Anthony Weiss

Case Number: 03-00481

Name of Respondents
Credit Suisse First Boston Corporation,
Frank Quattrone and Elliot Rogers

Hearing Site: Dallas, Texas

NATURE OF DISPUTE

Public Customers v. Member Firm and Associated Persons

REPRESENTATION OF PARTIES

Claimant Anthony Weiss (hereinafter referred to as "Claimant") was represented by Jakes Jordaan, Esq. of the firm Jordaan & Riley, PLLC, located in Dallas, Texas.

Respondent Credit Suisse First Boston Corporation (hereinafter referred to as "CSFB") was represented by Rodney Acker, Esq., Ellen B. Sessions, Esq., and Nikole J. Crosby, Esq. of the firm of Jenkins & Gilchrist, located in Dallas, Texas.

Respondent Frank Quattrone (hereinafter referred to as "Quattrone") was represented by Bruce W. Collins, Esq., and Sharon J. Shumway, Esq. of the firm of Carrington Coleman Sloman & Blumenthal, L.L.P., located in Dallas, Texas.

Respondent Elliot Rogers (hereinafter referred to as "Rogers") was represented by S. Cass Weiland, Esq., David R. Clouston, Esq., and Christopher R. Richie, Esq. of the firm of Patton Boggs, L.L.P., located in Dallas, Texas.

CASE INFORMATION

Statement of Claim filed: January 22, 2003.

Claimant signed the Uniform Submission Agreement: January 7, 2003.

Statement of Answer filed by Respondent CSFB: April 2, 2003.

Respondent CSFB's Motion for a More Definite Statement and Motion to Strike filed: April 2, 2003

Respondent CSFB signed the Uniform Submission Agreement: March 18, 2003.

Statement of Answer filed by Respondent Quattrone: April 2, 2003.

Respondent Quattrone signed the Uniform Submission Agreement: April 1, 2003.

Statement of Answer filed by Respondent Rogers: April 4, 2003.
Respondent Rogers signed the Uniform Submission Agreement: April 4, 2003.

Claimant's First Supplemental Statement of Claim filed: April 30, 2003
Respondent CSFB's Answer to Claimant's First Supplemental Statement of Claim filed: May 14, 2003
Respondent CSFB's Supplement to Its Motion for a More Definite Statement and Motion to Strike filed: May 14, 2003
Respondent Rogers' Answer to Claimant's First Supplemental Statement of Claim filed: May 14, 2003
Respondent Quattrone's Answer to Claimant's Supplemental Statement of Claim was filed: May 27, 2003

Claimant's Motion for Partial Summary Judgment Against Respondent CSFB Pursuant To Texas Securities Act filed: May 20, 2003
Respondent CSFB's Response to Claimant's Motion for Partial Summary Judgment Pursuant to Texas Securities Act § 33A(2) filed: June 20, 2003
Respondent CSFB's Motion to Strike Claimant's Purported Evidence filed: November 13, 2003

Respondent CSFB's Motion to Dismiss or, Alternatively, Motion for Summary Judgment filed: November 13, 2003

Respondent Rogers' Motion to Dismiss or, Alternatively, Motion for Summary Judgment filed: November 13, 2003

Respondent Quattrone's Motion to Dismiss Claimant's Statement of Claim or, Alternatively, for Summary Judgment filed: November 14, 2003

Claimant's Motion to Rescue Bill H. Brister filed: December 3, 2003
Claimant's Supplemental Motion to Rescue Bill H. Brister filed: December 10, 2003
Respondent CSFB's Response to Claimant's Motion to Rescue Bill H. Brister and Motion for Attorneys Fees in Connection with Claimant's Motion filed: December 19, 2003
Respondents Rogers' and Quattrone's Response to Claimant's Motion to Rescue Bill H. Brister filed: December 19, 2003
Claimant's Reply to Respondent CSFB's Response to Claimant's Motion to Rescue Bill H. Brister and Counter Motion for Attorneys Fees in Connection with Respondents Motion for Attorneys Fees filed: December 22, 2003

Claimant's Motion to Temporarily Inactivate the Case filed: July 15, 2004
Respondent CSFB's Opposition to Claimant's Motion to Temporarily Inactivate Case filed: July 19, 2004
Respondent Quattrone's Opposition to Claimant's Motion to Temporarily Inactivate Case filed: July 19, 2004

Claimant's Withdrawal of Claim filed: November 5, 2004

CASE SUMMARY

Claimant asserted the following causes of action: violations of the Texas Deceptive Trade Practices-Consumer Protection Act ("DTPA"); negligent misrepresentation; breach of the implied representation of fair dealing and full disclosure; breach of fiduciary duty; violations of the Texas Securities Act § 33A(2); violations of the Texas Business & Commerce Code, § 27.01, Fraud in Real Estate and Stock Transactions; violations of Section 10(b) of the Securities Exchange Act and Rule 10B-5; violations of the NASD Business Conduct Rule 2210 – Standards of Commercial Honor and Principles of Trade; violations of the NASD Business Conduct Rule 2120 – Use of Manipulative, Deceptive and Other Fraudulent Devices; violations of the NASD Business Conduct Rule 2310 – Recommendations to Customers (Suitability); violations of the NASD Business Conduct Rule 2310-2 – Fair Dealings with Customers; civil conspiracy; aiding and abetting; spoliation; and, control person liability for the individual Respondents, Quattrone and Rogers, pursuant to Section 20(A) of the Exchange Act. These causes of action relate to various stock recommendations made by CSFB research analysts that were allegedly tainted by a desire to aid CSFB's investment banking business.

Unless specifically admitted in its Answer, Respondent CSFB denied the allegations made in the Statement of Claim and First Supplemental Statement of Claim and asserted the following defenses:

1. Claimant fails to state a claim against CSFB upon which relief may be granted;
2. Claimant is barred from recovery, in whole or in part, by the doctrines of waiver, estoppel and ratification;
3. Claimant's claims are barred, in whole or in part, by his failure to mitigate his damages, if any;
4. Claimant's claims are barred, in whole or in part, because CSFB acted in good faith at all relevant times;
5. Claimant is barred from recovery, in whole or in part, by the doctrine of laches.
6. Claimant is barred, in whole or in part, from recovery by the applicable statute of limitations;
7. Any loss incurred by Claimant was, in whole or in part, caused by acts of third parties or by conditions and events outside the control of CSFB;
8. Claimant's claims are barred, in whole or in part, by comparative and/or contributory negligence;
9. The risk concerning the purchase and sales of securities in Claimant's accounts was fully known to him and he knowingly, willingly and voluntarily assumed the risks of investing in the stock market;
10. Claimant is precluded from recovery since the losses allegedly sustained by him were a direct and proximate result of his own conduct;
11. Claimant is precluded from recovery since the losses allegedly sustained by him were not a direct and proximate result of any act or omission on the part of CSFB;
12. CSFB did not know, and in the exercise of reasonable care could not have known, of the existence of the alleged misrepresentations and omissions by reason of which liability is alleged to exist;
13. Claimant's recovery of damages is barred or must be reduced pursuant to Texas Civil Practice and Remedies Code §33;

14. Claimant's DTPA claim is preempted by the Texas Securities Act. Alternatively, Claimant has failed to adequately plead his DTPA claim;
15. Any loss incurred by Claimant was the result of market conditions;
16. Claimant is not a "consumer" under the DTPA;
17. An award of punitive, exemplary or treble damages in this case is completely unwarranted. If permitted, such damages constitute a violation of the due process, equal protection, and excessive fines clauses of the United States and Texas Constitutions;
18. Claimant's claims are barred because CSFB handled his accounts in compliance with applicable brokerage industry standards, guidelines and regulatory requirements, as well as Claimant's own stated investment objectives;
19. CSFB affirmatively plead Chapter 41 of the Texas Civil Practice and Remedies Code as a defense to Claimant's allegations and rely upon the monetary limitation on the amount of exemplary damages which are recoverable;
20. Claimant's claims are barred because Claimant would be unjustly enriched if he prevails on his claims and/or any of his causes of action; and
21. Claimant's claims are barred, in whole or in part, by the agreements between the parties governing the accounts and activities at issue

Unless specifically admitted in his Answer, Respondent Quattrone denies the allegations made in the Statement of Claim and First Supplemental Statement of Claim and asserted the following defenses:

1. The claims asserted by Claimant are barred, in whole or in part, by applicable statutes of limitations;
2. Claimant fails to state a claim upon which relief can be granted;
3. Claimant failed to take reasonable steps to mitigate his damages, if any;
4. Any award of punitive damages against Respondent Quattrone would violate the due process guarantees of the Texas and United States Constitutions;
5. Quattrone did not know, and in the exercise of reasonable care could not have known, of the existence of the alleged misrepresentations and omissions by reason of which liability is alleged to exist;
6. Claimant has waived and is estopped from asserting the claims made by him;
7. Claimant has ratified the transactions complained of by him;
8. Claimant's own conduct is responsible for the loss complained of by him;
9. Any loss incurred by Claimant was, in whole or in part, caused by conditions and events outside the control of Quattrone;
10. Claimant is precluded from recovery because the losses allegedly sustained by him were not a direct and proximate result of any act or omission by Quattrone;
11. Claimant's recovery of damages is barred or must be reduced pursuant to Texas Civil Practice and Remedies Code §33. Claimant's request for punitive damages is barred for certain claims and otherwise subject to the limitations set forth in Texas Civil Practice and Remedies Code §41;
12. Claimant's DTPA claim is preempted by the Texas Securities Act. Alternatively, Claimant has failed to adequately plead his DTPA claim. Claimant is not a "consumer" under the DTPA; and

13. Any loss incurred by Claimant was the result of market conditions.

Unless specifically admitted in his Answer, Respondent Rogers denies the allegations made in the Statement of Claim and First Supplemental Statement of Claim and asserted the following defenses:

1. The Statement of Claim fails to state a claim against Rogers upon which relief may be granted;
2. The claims asserted by Claimant are barred, in whole or in part, by applicable statutes of limitations, waiver or estoppel;
3. The risk concerning the purchase and sales of securities in Claimant's accounts was fully known to him and he knowingly, willingly and voluntarily assumed the risks of investing in the stock market;
4. Claimant is precluded from recovery since the losses allegedly sustained by him were a direct and proximate result of his own conduct;
5. Claimant is precluded from recovery since the losses allegedly sustained by him were not a direct and proximate result of any act or omission on the part of Rogers;
6. Claimant has ratified the transactions complained of by him;
7. Claimant has failed to take reasonable steps to mitigate his damages, if any;
8. Claimant's recovery of damages is barred or must be reduced pursuant to Texas Civil Practice and Remedies Code § 33;
9. Claimant's DTPA claim is preempted by the Texas Securities Act. Alternatively, Claimant has failed to adequately plead his DTPA claim;
10. Claimant is not a "consumer" under the DTPA;
11. Any loss incurred by Claimant was the result of market conditions;
12. An award of punitive, exemplary or treble damages in this case is completely unwarranted. If permitted, such damages constitute a violation of the due process, equal protection, and excessive fines clauses of the United States and Texas Constitutions.
13. Rogers affirmatively pleads Chapter 41 of the Texas Civil Practice and Remedies Code as a defense to Claimant's allegations and relies upon the monetary limitation on the amount of exemplary damages which are recoverable;
14. Claimant's claims are barred because Claimant would be unjustly enriched if he prevails on his claims and/or any of his causes of action; and
15. Claimant's claims are barred, in whole or in part, by the agreements between the parties governing the accounts and activities at issue.

RELIEF REQUESTED

Claimant Anthony Weiss requested:

Compensatory Damages	\$	666,159.13
Punitive/Treble Damages (DTPA)	\$	1,332,318.26
Attorneys' Fees	\$	222,053.04

Respondent CSFB requested that Claimant's claims be dismissed with prejudice and that Respondent recover its fees and expenses.

Respondent Quattrone requested that Claimant's claims be dismissed with prejudice.

Respondent Rogers requested that Claimant's claims be dismissed with prejudice.

OTHER ISSUES CONSIDERED AND DECIDED

On or about January 22, 2004, the Director of Arbitration denied Claimant's request to recuse Bill H. Brister.

On or about February 3, 2004, Bill H. Brister voluntarily recused himself from this matter.

On or about July 30, 2004, the Panel granted Claimant's motion to temporarily inactivate the case.

On or about November 5, 2004, Claimant withdrew his claims in this matter.

AWARD

After considering the pleadings, the motions and other documents filed in this matter, the Panel, without making any findings of fact or conclusions of law, have ordered as follows:

1. Pursuant to Claimant's Withdrawal of Claim filed in this matter, the claims against Respondents Credit Suisse First Boston Corporation, Frank Quattrone and Elliot Rogers are hereby dismissed with prejudice;
2. The parties shall bear their own costs of arbitration, including any attorneys' fees, except for those sums specifically enumerated herein; and
3. Any and all relief not specifically addressed herein, including punitive or treble damages, is denied.

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
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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 persons at the time of the events giving rise to the dispute. Accordingly, CSFB is a part and the following member fees are assessed:

Member surcharge	= \$ 2,800.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 5,000.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed: None.

Forum Fees and Assessments

The 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 sessions with Panel @ \$1,200.00	= \$ 1,200.00
<u>Pre-hearing conferences: September 23, 2003 1 session</u>	
Total Forum Fees	= \$ 1,200.00

The Panel has assessed \$600.00 of the forum fees to Claimant Anthony Weiss and has assessed the remaining \$600.00 of the forum fees jointly and severally to Respondents Credit Suisse First Boston Corporation, Frank Quattrone and Elliot Rogers.

FEE SUMMARY

Claimant Anthony Weiss is jointly and severally liable for:

Initial Filing Fee	= \$ 500.00
Forum Fees	= \$ 600.00
Total Fees	= \$ 1,100.00
<u>Less payments</u>	= \$ 1,700.00
Balance Refunded by NASD Dispute Resolution	= \$ 600.00

Respondent Credit Suisse First Boston Corporation is solely liable for:

Member Fees	= \$ 8,550.00
<u>Less payments</u>	= \$ 8,550.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents Credit Suisse First Boston Corporation, Frank Quattrone and Elliot Rogers are jointly and severally liable for:

Forum Fees	= \$ 600.00
<u>Less payments</u>	= \$ 600.00


Balance Due NASD Dispute Resolution = \$ 0.00

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

ARBITRATION PANEL

Jeff Abrams - Public Arbitrator, Presiding Chairperson
Joe S. Shepherd - Public Arbitrator
Robert R. Nursey - Non-Public Arbitrator

Concurring Arbitrators' Signatures



Jeff Abrams
Public Arbitrator, Presiding Chairperson

11-29-04

Signature Date

Joe S. Shepherd
Public Arbitrator

Signature Date

Robert R. Nursey
Non-Public Arbitrator

Signature Date

12/7/04 Mm

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

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Balance Due NASD Dispute Resolution

~ \$ 0.00

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Joe S. Shepherd - Public Arbitrator
Robert R. Nursey - Non-Public Arbitrator

Concurring Arbitrators' Signatures

Jeff Abrams
Public Arbitrator, Presiding Chairperson

Signature Date

Joe S. Shepherd
Joe S. Shepherd
Public Arbitrator

November 29, 2004
Signature Date

Robert R. Nursey
Non-Public Arbitrator

Signature Date

12/7/04 Wlu
Dates of Service (For NASD Dispute Resolution office use only)

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Balance Due NASD Dispute Resolution

= \$ 0.00

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Jeff Abrams
Public Arbitrator, Presiding Chairperson

Signature Date

Joe S. Shepherd
Public Arbitrator

Signature Date

Robert R. Nursey
Non-Public Arbitrator

Signature Date

12/7/04 *Man*

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