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**Award**  
**NASD DISPUTE RESOLUTION**

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In the Matter of the Arbitration Between:

Name of Claimant  
Samuel J. Luchsinger

Case Number: 03-00686

Names of Respondents  
American Express Financial Advisors, Inc.  
Michael Williams

Hearing Site: Tampa, FL

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

**REPRESENTATION OF PARTIES**

Samuel J. Luchsinger, hereinafter referred to as "Claimant", appeared pro se.

For Respondents American Express Financial Advisors, Inc. ("Amex") and Michael Williams ("Williams"), hereinafter collectively referred to as "Respondents": Gary R. Irwin, Esq., Nash, Edgerton & Irwin, Minneapolis, MN.

**CASE INFORMATION**

Statement of Claim filed on or about: January 29, 2003.

Claimant signed the Uniform Submission Agreement on: January 16, 2003.

Statement of Answer filed by Respondents on or about: March 7, 2003.

Respondent Amex signed the Uniform Submission Agreement on: February 26, 2003.

Respondent Williams signed the Uniform Submission Agreement on: March 3, 2003.

Claimant's Motion to Proceed on the Papers filed on or about: August 11, 2003.

Respondents' Response to Claimant's Motion to Proceed on the Papers filed on or about: September 5, 2003.

**CASE SUMMARY**

Claimant asserted the following causes of action: failure to supervise; breach of fiduciary duty; and, suitability. The causes of action relate to the purchase of Oppenheimer Global-A, Oppenheimer Growth-A, Oppenheimer Midcap Fund-A, Oppenheimer Emerging Technologies-A, and Strong Growth mutual fund shares.

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 of \$21,489.56 plus interest of \$575.00.

Respondents requested dismissal of the Statement of Claim and that costs be assessed against Claimant.

**OTHER ISSUES CONSIDERED AND DECIDED**

On or about September 23, 2003, the undersigned arbitrator (the "Arbitrator") issued an order which granted Claimant's Motion to Proceed on the Papers. The matter was decided solely upon the pleadings and the documentary evidence submitted by the parties.

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

**AWARD**

After considering the pleadings and the documentary evidence, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

Claimant's Statement of Claim is dismissed, with prejudice.

Any and all claims for relief not specifically addressed herein are denied.

**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 | = \$ 125.00 |
|--------------------------|-------------|

**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 Amex is a party.

|                   |             |
|-------------------|-------------|
| Member surcharge  | = \$ 425.00 |
| Total Member Fees | = \$ 425.00 |

**Adjournment Fees**

Adjournments granted during these proceedings for which fees were assessed:

No requests for adjournments were granted during these proceedings for which fees were assessed.

**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 Arbitrator.

No injunctive relief fees were assessed during these proceedings.

**Forum Fees and Assessments**

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

|   |             |
|---|-------------|
| One (1) Pre-hearing session with a single arbitrator @ \$450.00 | = \$ 450.00 |
| Pre-hearing conference: August 11, 2003 1 session               |             |

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|                  |             |
|------------------|-------------|
| Total Forum Fees | = \$ 450.00 |
|------------------|-------------|

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

The Arbitrator has assessed \$225.00 of the forum fees to Respondent Amex.

**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 are 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                  | = \$ 125.00 |
| Forum Fees                          | = \$ 225.00 |
| Total Fees                          | = \$ 350.00 |
| Less payments                       | = \$ 350.00 |
| Balance Due NASD Dispute Resolution | = \$ 0.00   |

Respondent Amex is solely liable for:

|                                     |             |
|-------------------------------------|-------------|
| Member Fees                         | = \$ 425.00 |
| Forum Fees                          | = \$ 225.00 |
| Total Fees                          | = \$ 650.00 |
| Less Payments                       | = \$ 425.00 |
| 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.

**ARBITRATION PANEL**

Ronald A. Isackson

- Public Arbitrator

**Arbitrator's Signature**

/s/  
Ronald A. Isackson  
Public Arbitrator

\_\_\_\_\_  
Signature Date

October 31, 2003  
Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution  
Arbitration No. 03-00686  
Award Page 4 of 4

**ARBITRATION PANEL**

Ronald A. Isackson

Public Arbitrator

**Arbitrator's Signature**

*Ronald A. Isackson*

Ronald A. Isackson  
Public Arbitrator

10-31-03  
Signature Date

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