

NASD DISPUTE RESOLUTION AWARD
NASD DISPUTE RESOLUTION

CASE: 03-06140

James L. Lewis and Kamaliah N. Lewis, Claimants v. Credit Suisse First Boston Corporation, Respondent.

ATTORNEYS:

Claimants, James L. Lewis and Kamaliah N. Lewis, ("Claimants"), appeared pro se, Torrance, CA.

Respondent, Credit Suisse First Boston Corporation, ("Respondent"), appeared through their in-house counsel, Andrew L. Weinberg, Esq., New York, NY.

NATURE OF DISPUTE: Customers v. Member

DATE FILED: August 22, 2003

CASE SUMMARY: Claimants alleged that Respondent breached its fiduciary duty and that the purchase of Agilent, The New Power Company, and Enron stock was precipitated by Respondent's improper misrepresentation. Claimants maintained that due to Respondent's action, their account suffered financial losses.

ARBITRATOR'S REPORT:

NASD Rule 10301(a) provides in pertinent part that:

Any dispute, claim, or controversy eligible for submission under the Rule 10100 Series between a customer and a member and/or associated person arising in connection with the business of such member or in connection with the activities of such associated persons shall be arbitrated under this Code, as provided by any duly executed and enforceable written agreement or upon the demand of the customer.

Under this rule, in order to compel an NASD member organization such as CSFB to arbitrate, Claimants must demonstrate that they were "customers" of CSFB or "customers" of an "associated person" at CSFB. See, e.g. Credit Suisse First Boston Corp. v. Michelle Michailoff-D'Urso, Index No. 119751/02 (April 7, 2003). Respondent in its Answer states that Claimants have been and remain customers of Harrisdirect. Nothing in the record controverts Respondent's statement on this point. Assuming this statement is correct, Claimants presumably have a customer agreement with Harrisdirect that requires Harrisdirect to arbitrate any disputes with them before the NASD. Harrisdirect is not a party to these proceedings and, whether Harrisdirect is the proper respondent, Claimants have not challenged (or even responded to) CSFB's position that it has no customer relationship with Claimants. Therefore, on the record as it stands, Claimants cannot maintain their claims against Respondent given the jurisdictional parameters in Rule 10301(a). Accordingly, Claimants' Statement of Claim is dismissed in its entirety and Claimants recover no damages in these proceedings.

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Claim Data

Claim: \$7,632.00
Filing Fees: Unspecified
Other: Unspecified

Award Data

Award: \$.00
Filing Fees: \$.00
Other: \$.00

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) The claims of the Claimant are dismissed in their entirety. 2) All other relief requests are denied. 3) NASD Dispute Resolution shall retain the \$325.00 filing fee that the Claimants deposited previously.

OTHER FEES: Pursuant to Rule 10333 of the Code, Respondent has paid to NASD Dispute Resolution the \$325.00 Member Surcharge previously invoiced.

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John J. Balitis, Jr., Esq.

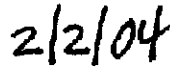
Sole Public Arbitrator

AFFIRMATION

I, John J. Balitis, Jr., Esq., do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.



John J. Balitis, Jr., Esq.



Signature Date

February 20, 2004

Date of Service (For NASD-DR office use only)