

**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Name of the Claimant
Alejandro Sucre

Case Number: 04-01463

Names of Respondents
Credit Suisse First Boston LLC
Fernando Lamas

Hearing Site: Boca Raton, Florida

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

REPRESENTATION OF PARTIES

For Alejandro Sucre, hereinafter referred to as "Claimant": Eduardo A. Exposito, Esq., Lyons, Lurvey & Exposito, P.A., Miami, Florida.

For Credit Suisse First Boston LLC ("CSFB") and Fernando Lamas ("Lamas"), hereinafter collectively referred to as "Respondents": Jason Haselkorn, Esq. and Kent B. Frazer, Esq., Boose Casey Ciklin Lubitz Martens McBane & O'Connell, West Palm Beach, Florida.

CASE INFORMATION

Statement of Claim filed on or about: March 3, 2004.

Claimant signed the Uniform Submission Agreement: March 2, 2004.

Amended Statement of Claim filed on or about: May 11, 2004.

Statement of Answer, Affirmative Defenses and Motion to Strike filed by Respondents on or about: May 28, 2004.

Respondent CSFB signed the Uniform Submission Agreement: April 20, 2004.

Respondent Lamas did not file an executed Uniform Submission Agreement.

Claimant's Response to Affirmative Defenses filed on or about: June 18, 2004.

CASE SUMMARY

Claimant asserted the causes of action of negligence, unsuitability and violation of the Florida Investor Protection Act. The causes of action relate to Claimant's investments in healthcare, technology, energy and food stocks on Respondents' recommendation.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim, as amended, and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested unspecified compensatory damages and reserved the right to

amend the Statement of Claim to allow for the imposition of punitive damages pursuant to Florida Statute 768.72.

Respondents requested that the Amended Statement of Claim be stricken in its entirety and further requested that the matter be expunged from Respondent Lamas' NASD Central Registration Depository ("CRD") records.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent Lamas did not file with NASD Dispute Resolution ("NASD") a properly executed Uniform Submission Agreement but is required to submit to arbitration pursuant to the Code and, having answered the claim, is bound by the determination of the undersigned arbitrators (the "Panel") on all issues submitted.

This matter involved disputed claims and was settled by the parties prior to the submission of any evidence by any party, and prior to the final arbitration hearing. No evidence was ever submitted to this Panel by any party of any wrongdoing by the Respondents. Moreover, the parties have filed a Stipulation to Dismiss the Statement of Claim with a request that all references to this arbitration proceeding be expunged from the NASD CRD records of the individual Respondent Lamas.

On or about September 13, 2006, the parties filed with NASD a Stipulation to Dismiss and Expunge Respondent Fernando Lamas' CRD Record and a proposed Stipulated Award for the Panel's consideration. On or about September 25, 2006, the Panel issued an Order granting the parties' request for the entry of a Stipulated Award.

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

AWARD

After considering the pleadings and parties' submissions, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

Claimant's withdrawal of his claims against Respondents with prejudice is accepted and all Respondents are dismissed from this matter.

The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Lamas' registration records maintained by the NASD CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Lamas must obtain confirmation from a court of competent jurisdiction before the NASD CRD will execute the expungement directive.

Each party shall bear their respective costs and attorneys' fees.

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 | = \$ 250.00 |
|--------------------------|-------------|

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Respondent CSFB is a member firm and a party.

| | |
|--------------------------|---------------------|
| Member surcharge | = \$2,200.00 |
| Pre-hearing process fee | = \$ 750.00 |
| Hearing process fee | = \$2,800.00 |
| <u>Total Member Fees</u> | <u>= \$5,750.00</u> |

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

May 3, 2005 – May 6, 2005, adjournment requested by Claimant. = \$1,200.00

The Panel assessed an adjournment fee in the amount of \$1,200.00 to Claimant.

Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

No three-day cancellation fees were incurred in this matter.

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 Panel.

No injunctive relief fees were incurred in this matter.

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted or each decision rendered on a discovery-related motion on the papers. 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:

| | |
|--|--------------|
| Two (2) Pre-hearing sessions with the Panel @ \$1,000.00/session | = \$2,000.00 |
| Pre-hearing conferences: | |
| August 16, 2004 | 1 session |
| May 9, 2005 | 1 session |

| | |
|------------------|--------------|
| Total Forum Fees | = \$2,000.00 |
|------------------|--------------|

The Panel has assessed \$1,000.00 of the forum fees to Claimant.

The Panel has assessed \$1,000.00 of the forum fees to Respondents, jointly and severally.

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 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 in this matter.

Fee Summary

Claimant is solely liable for:

| | |
|-------------------------------------|--------------|
| Initial Filing Fee | = \$ 250.00 |
| Adjournment Fee | = \$1,200.00 |
| Forum Fees | = \$1,000.00 |
| Total Fees | = \$2,450.00 |
| Less payments | = \$1,700.00 |
| Balance Due NASD Dispute Resolution | = \$ 750.00 |

Respondent CSFB is solely liable for:

| | |
|-------------------------------------|--------------|
| Member Fees | = \$5,750.00 |
| Total Fees | = \$5,750.00 |
| Less payments | = \$5,750.00 |
| Balance Due NASD Dispute Resolution | = \$ 0.00 |

Respondents are jointly and severally liable for:

| | |
|-------------------------------------|--------------|
| Forum Fees | = \$1,000.00 |
| Total Fees | = \$1,000.00 |
| Less payments | = \$ 0.00 |
| Balance Due NASD Dispute Resolution | = \$1,000.00 |

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

ARBITRATION PANEL

| | | |
|-------------------|---|--|
| Lucy L. Sabella | - | Non-Public Arbitrator, Presiding Chairperson |
| J. Philip Knight | - | Public Arbitrator |
| Joel F. Martineau | - | Public Arbitrator |

Concurring Arbitrators' Signatures

/s/
Lucy L. Sabella
Public Arbitrator, Presiding Chairperson

October 2, 2006
Signature Date

J. Philip Knight
Public Arbitrator

Signature Date

/s/
Joel F. Martineau
Non-Public Arbitrator

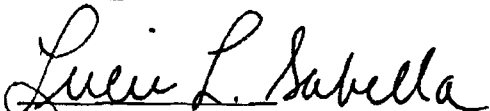
September 28, 2006
Signature Date

October 2, 2006
Date of Service (For NASD Dispute Resolution office use only)

ARBITRATION PANEL

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| J. Philip Knight | - | Public Arbitrator |
| Joel F. Martineau | - | Public Arbitrator |

Concurring Arbitrators' Signatures


Lucy L. Sabella
Public Arbitrator, Presiding Chairperson

10/02/06
Signature Date

J. Philip Knight
Public Arbitrator

Signature Date

Joel F. Martineau
Non-Public Arbitrator

Signature Date

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

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Concurring Arbitrators' Signatures

Lucy L. Sabella
Public Arbitrator, Presiding Chairperson

Signature Date

J. Philip Knight
Public Arbitrator

Signature Date



Joel F. Martineau
Non-Public Arbitrator

9/28/06

Signature Date

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