

NASD DISPUTE RESOLUTION AWARD
NASD DISPUTE RESOLUTION

CASE: 04-06320

Malcolm B. Friedman IRA, Claimant v. Fidelity Investments, Fidelity Management Trust Co., and Fidelity Brokerage Services, Respondents

ATTORNEYS:

Claimant appeared *pro se*, Hamden, CT.

For Respondents Fidelity Investments, Fidelity Management Trust Co., and Fidelity Brokerage Services (collectively "Respondents") appeared Melissa Hegger Shea, Esq., in-house counsel, Fidelity Brokerage Services, LLC, Boston, MA.

NATURE OF DISPUTE: Customer vs. Non-Members and Member.

DATE FILED: September 2, 2004.

ARBITRATOR'S REPORT: See attached Exhibit "A".

CASE SUMMARY: Claimant alleged that Respondents would not allow him to sell shares of NewAlliance Bancshares ("NABC") until the shares had been received and deposited into his account. Claimant further alleged that Respondents caused a delay between when the shares were sent by the transfer agent and when they were deposited into his account, and stated that Respondents refused to accept delivery of the shares by overnight mail. Claimant maintained that due to Respondents' actions, his account suffered losses. Claimant's claim involved shares of common stock.

Claim Data

Claim: \$9,185.00
Interest: Unspecified
Filing Fees: Unspecified
Other: Unspecified

Award Data

Award: \$0.00
Interest: \$0.00
Filing Fees: \$325.00
Other: \$0.00

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 Claimant are dismissed in their entirety. 2) All requests for interest are denied. 3) All other relief requests are denied. 4) NASD Dispute Resolution shall retain the \$325.00 filing fee that the Claimant deposited previously. 5) Respondents are jointly and severally liable and shall pay Claimant \$325.00 as reimbursement of the filing fee.


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

Arthur M. Read, II, Esq.

Sole Public Arbitrator

AFFIRMATION

I, Arthur M. Read, II, 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.


Arthur M. Read, II, Esq.


Signature Date

March 17, 2005
Date of Service (For NASD-DR office use only)