
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Edwin C. Weber

Case Number: 04-04563

Names of the Respondents
Citigroup Global Markets, Inc., f/k/a Salomon Smith Barney, Inc.
Jack Grubman

Hearing Site: Orlando, Florida

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

REPRESENTATION OF PARTIES

For Edwin C. Weber, hereinafter referred as "Claimant": Douglas H. Glicken, Esq., Douglas H. Glicken, P.A. Orlando, Florida.

For Citigroup Global Markets, Inc., f/k/a Salomon Smith Barney, Inc. ("Citigroup") and Jack Grubman ("Grubman"), hereinafter collectively referred to as "Respondents": Jennifer Tomsen, Esq. and Tucker H. Byrd, Esq., Greenberg Traurig, P.A., Orlando, Florida.

CASE INFORMATION

Statement of Claim filed on or about: June 25, 2004.

Claimant signed the Uniform Submission Agreement: November 18, 2003.

Statement of Answer filed by Respondents on or about: August 9, 2004.

Respondent Citigroup signed the Uniform Submission Agreement: November 18, 2004.

Respondent Grubman signed the Uniform Submission Agreement: November 18, 2004.

Amended Statement of Claim filed by Claimant on or about: March 31, 2005.

Final Arbitration Brief and Memorandum on the Issue of Reliance filed by Respondents on or about: May 2, 2005.

Motion in Limine to Exclude Evidence of Settlement and Other Inadmissible Documents filed by Respondents on or about: May 2, 2005.

Response to Motion in Limine to Exclude Evidence of Settlements and Other Inadmissible Documents filed by Claimant on or about: May 9, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: omission to state material facts and conflicts of interest in violation of Section 17(A) of the Securities Act of 1933; omission to state material facts and conflicts of interest in violation of Chapter 517.301 of the Florida Securities and Investor Protection Act; omission to state material facts and conflicts of interest in violation of NASD Rule 2210(d)(1), Communications with the Public-General

Standards; breach of fiduciary duty; and, respondeat superior. The causes of action relate to Claimant's investment in WorldCom stock.

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

RELIEF REQUESTED

Claimant requested rescissory damages in the amount of \$7,722.69, an unspecified amount of punitive damages, interest, costs in the amount of \$579.31, attorneys' fees in the amount of \$20,930.00, and such other relief as deemed appropriate by the undersigned arbitrator (the "Arbitrator").

Respondents requested that Claimant's Statement of Claim be denied in its entirety, and dismissed with prejudice, with attorneys' fees and costs assessed against Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

On or about March 8, 2005, the parties requested that the Arbitrator make a final determination of this matter on the papers in lieu of conducting an evidentiary hearing, following submission by Claimant of an Amended Statement of Claim and by Respondents of a response thereto. On or about March 14, 2005, the Arbitrator issued an Order granting the parties' request.

On or about June 2, 2005, the Arbitrator issued an Order denying Respondents' Motion in Limine to Exclude Evidence of Settlements and Other Inadmissible Documents.

AWARD

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

Respondents are jointly and severally liable on the claim for violation of Chapter 517.301 of the Florida Securities and Investor Protection Act and shall pay to Claimant compensatory damages in the amount of \$7,722.69, less any dividend income realized and paid to Claimant, as reported on Respondent Citigroup's monthly statements, plus interest accruing from February 4, 1999 through payment of the award at the following Florida statutory rates: 10% in 1999 and 2000; 11% in 2001; 9% in 2002; 6% in 2003; and, 7% in 2004 and 2005.

Respondents are jointly and severally liable and shall reimburse Claimant the sum of \$75.00, representing the non-refundable claim-filing fee paid by Claimant to NASD Dispute Resolution.

Claimant's requests for attorneys' fees and costs are granted, the amount of which shall be determined by a court of competent jurisdiction in the Circuit Court of Florida.

Any and all claims for relief not specifically addressed herein, including Claimant's request for punitive damages, 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 = \$75.00

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 Citigroup is a member firm and a party.

Member Surcharge = \$325.00
Total Member Fees = \$325.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No adjournments were requested in this matter.

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 assessed 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 Arbitrator.

Injunctive relief fees were not assessed in this matter.

Forum Fees and Assessments

Forum fees are assessed by the Arbitrator 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.

There were no forum fees associated with these proceedings.

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.

There were no administrative costs incurred in this matter.

Fee Summary

Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 75.00
<u>Total Fees</u>	= \$ 75.00
<u>Less Payments</u>	= \$ 75.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondent Citigroup is solely liable for:

<u>Member Fees</u>	= \$325.00
<u>Total Fees</u>	= \$325.00
<u>Less Payments</u>	= \$325.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondents are jointly and severally liable for:

<u>Paper Record Fee</u>	= \$250.00
<u>Total Fees</u>	= \$250.00
<u>Less Payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$250.00

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

ARBITRATOR

Diana A. Weiner, Esq.

Public Arbitrator

Arbitrator's Signature

/s/
Diana A. Wiener, Esq.
Public Arbitrator

June 3, 2005
Signature Date

June 6, 2005
Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution
Arbitration No. 04-04563
Award Page 4

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.

There were no administrative costs incurred in this matter.

Fee Summary

Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 75.00
<u>Total Fees</u>	= \$ 75.00
<u>Less Payments</u>	= \$ 75.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondent Citigroup is solely liable for:

<u>Member Fees</u>	= \$325.00
<u>Total Fees</u>	= \$325.00
<u>Less Payments</u>	= \$325.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondents are jointly and severally liable for:

<u>Paper Record Fee</u>	= \$250.00
<u>Total Fees</u>	= \$250.00
<u>Less Payments</u>	= \$ 0.00
<u>Balance Due NASD Dispute Resolution</u>	= \$250.00

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

ARBITRATOR

Diana A. Weiner, Esq.

Public Arbitrator

Arbitrator's Signature



Diana A. Wiener, Esq.
Public Arbitrator

6-2-2005
Signature Date

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