
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants

Simon Frija and Ann M. Frija Ten. by Ent.
Ann Margaret Frija, TTEE of/for Ann Margaret Frija
Declaration Trust FBO Ann Margaret Frija

Case Number: 04-04835

Names of the Respondents

Citigroup Global Markets, Inc., f/k/a
Salomon Smith Barney, Inc.
Jack B. Grubman

Hearing Site: Boca Raton, Florida

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

REPRESENTATION OF PARTIES

For Simon Frija and Ann M. Frija Ten. by Ent. and Ann Margaret Frija, TTEE of/for Ann Margaret Frija Declaration Trust FBO Ann Margaret Frija, hereinafter collectively referred to as "Claimants": Douglas H. Glicken, Esq., Law Office of Douglas H. Glicken, P.A., Orlando, Florida.

For Citigroup Global Markets, Inc., f/k/a Salomon Smith Barney, Inc. ("Citigroup") and Jack B. Grubman ("Grubman"), hereinafter collectively referred to as "Respondents": John D. Perry, Esq., Greenberg Traurig, Boca Raton, Florida.

CASE INFORMATION

Statement of Claim filed on or about: July 6, 2004.

Claimants signed the Uniform Submission Agreement: May 27, 2004.

Statement of Answer filed by Respondents on or about: September 13, 2004.

Respondent Citigroup signed the Uniform Submission Agreement: March 14, 2005.

Respondent Grubman signed the Uniform Submission Agreement: October 29, 2004.

Reply to Respondents' Answer filed by Claimants on or about: September 15, 2004.

CASE SUMMARY

Claimants 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 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 the Claimants' investment in WorldCom stock.

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

RELIEF REQUESTED

Claimants requested: 1) rescissionary damages in the amount of \$19,450.00; 2) unspecified punitive damages; 3) interest; 4) costs; 5) attorneys' fees; and, 6) such other damages as deemed appropriate by the undersigned arbitrators (the "Panel").

Respondents requested: 1) that Claimants' Statement of Claim be denied in its entirety and dismissed, with prejudice; 2) attorneys' fees; and, 3) costs.

OTHER ISSUES CONSIDERED AND DECIDED

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, the testimony and evidence presented at the hearing, and the post-hearing submissions (if any), the undersigned arbitrator (the "Arbitrator") has decided in full and final resolution of the issues submitted for determination as follows:

Respondents are jointly and severally liable and shall pay to Claimants compensatory damages in the amount of \$19,450.00, plus interest at the Florida legal rate that shall accrue from November 1, 2000 until the date of payment of the Award.

The Arbitrator finds Respondent Grubman liable for violation of Chapter 517.301 of the Florida Securities and Investor Protection Act and for breach of fiduciary duty. The Arbitrator finds Respondent Citigroup liable under respondeat superior for Respondent Grubman's violation of Chapter 517.301 of the Florida Securities and Investor Protection Act and for breach of fiduciary duty. The Arbitrator dismissed, with prejudice, Claimants' claims for omission to state material facts and conflicts of interest in violation of Section 17(a) of the Securities Act of 1933 and NASD Rule 2210(d)(1), Communications with the Public-General Standards.

Each party shall bear their own costs.

The Arbitrator finds that Claimants are entitled to their attorneys' fees pursuant to Chapter 517, Florida Statutes. The Arbitrator defers the determination on the amount of attorneys' fees to a court of competent jurisdiction.

Respondents' request for attorneys' fees is denied.

Any and all claims for relief not specifically addressed herein, including Claimants' request for punitive damages, is 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(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Citigroup is a party and a member firm.

Member surcharge = \$ 425.00

Total Member Fees = \$ 425.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournment fees assessed during these proceedings.

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:

There were no three-day cancellation fees assessed during these proceedings.

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.

There were no injunctive relief fees assessed during these proceedings.

Forum Fees and Assessments

The Panel has assessed forum fees 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. Fees associated with these proceedings are:

One (1) Pre-hearing session with the Arbitrator @ \$450.00/session = \$ 450.00

Pre-hearing conference: November 12, 2004 1 session

Two (2) Hearing sessions with Arbitrator @ \$450.00/session = \$ 900.00
Hearing Date: August 18, 2005 2 sessions

Total Forum Fees = \$1,350.00

The Arbitrator has assessed \$675.00 of the forum fees jointly and severally to Claimants.

The Arbitrator has assessed \$675.00 of the forum fees jointly and severally to Respondents Citigroup and Grubman.

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 during these proceedings.

Fee Summary

Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 125.00
Forum Fees	= \$ 675.00
Total Fees	= \$ 800.00
Less payments	= \$ 575.00
Balance Due NASD Dispute Resolution	= \$ 225.00

Respondent Citigroup is solely liable for:

Member Fees	= \$ 425.00
Total Fees	= \$ 425.00
Less payments	= \$ 425.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

Forum Fees	= \$ 675.00
Total Fees	= \$ 675.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 675.00

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

ARBITRATION PANEL

Roy Gonas, Esq. - *Public Arbitrator*

Arbitrator's Signature

_____/s/_____
Roy Gonas, Esq.
Public Arbitrator

August 23, 2005
Signature Date

August 23, 2005
Date of Service (For NASD Dispute Resolution office use only)

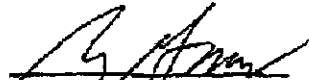
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ARBITRATION PANEL

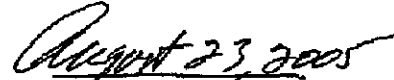
Roy Gonas, Esq.

Public Arbitrator

Arbitrator's Signature



Roy Gonas, Esq.
Public Arbitrator



Signature Date

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