

Stipulated Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Lilly Wohlin, (Claimant) vs. Salomon Smith Barney Inc. and Kieran J. Lynch, (Respondents)

Case Number: 00-04688

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Lilly Wohlin, hereinafter referred to as "Claimant": Martin J. Siegel, Esq., a sole practitioner, New York, NY.

Respondents, Salomon Smith Barney Inc. ("Salomon") and Kieran J. Lynch ("Lynch"), hereinafter collectively referred to as "Respondents": Karen G. Singer, Esq., Drinker Biddle & Reath LLP, Florham Park, NJ. Previously represented by: Paul Giappone, Esq., Senior Vice President and Associate General Counsel, Salomon Smith Barney Inc., New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: October 20, 2000.

Claimant signed the Uniform Submission Agreement: October 17, 2000.

Joint Statement of Answer filed by Respondents on or about: January 9, 2001.

Salomon signed the Uniform Submission Agreement: January 9, 2001.

Lynch signed the Uniform Submission Agreement: January 22, 2001.

CASE SUMMARY

Claimant asserted the following causes of action: inappropriate and unsuitable transactions; failure to supervise; generating commissions without any benefit to Claimant; and negligence. Claimant's claim involved the MediTrust Real Estate Investment Trust and the Putnam Growth and Income Fund.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted the following defenses: Claimant failed to state a claim upon which relief can be granted; Claimant was fully aware from the onset of the risk of profits and losses associated with the investments complained of, and voluntarily assumed such risk; Claimant's claims are barred under the doctrines of ratification, account stated, estoppel, waiver, and laches; Claimant failed to act with due diligence to mitigate her damages after she knew or should have known of the alleged acts or omissions of which she complains; during the account period, Claimant gave no indication of dissatisfaction with the investments

at any time; by failing to exercise the degree of care over her affairs and investments which ordinary, prudent investors would exercise, any losses sustained by Claimant were proximately caused by her own conduct and negligence in relation to the transactions complained of; Claimant failed to timely notify Respondents of any complaint as required by the Customer Agreements executed by her; Claimant did not justifiably rely on Respondents in connection with her investment activities due to the fact that she was relying on her own prior investment experience; Claimant's claims are barred because any damages allegedly suffered by her were not caused by Respondents; Claimant's claims are barred by the applicable statutes of limitations; and as a matter of law, Claimant is not entitled to seek tort damages in the absence of personal injury or property damage, neither of which is alleged.

RELIEF REQUESTED

Claimant requested:

1. Compensatory damages in the amount of \$106,105.00;
2. Disgorgement of all excessive commissions paid in connection with the transactions in question;
3. Punitive damages in an amount to be determined by the Panel; and
4. Attorneys' fees.

Respondents requested that the Statement of Claim be dismissed in its entirety, and that they be awarded such costs and fees as the Panel deems appropriate.

OTHER ISSUES CONSIDERED AND DECIDED

Prior to the conclusion of the hearing, Claimant and Respondents agreed to enter into a Stipulated Award. Said Stipulated Award is attached hereto, and is being submitted to the Panel for its consideration.

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

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of all parties for entry of an Award, the written stipulation thereto, the Panel hereby grants the motion and enters this Award granting the following relief:

1. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Lynch's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Lynch must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
2. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 300.00
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Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter, Salomon Smith Barney Inc. is a party.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 600.00

Fee Summary

1. Claimant be and hereby is solely liable for:

<u>Initial Filing Fee</u>	= \$ 300.00
<u>Total Fees</u>	= \$ 300.00
<u>Less payments</u>	= \$1,425.00
<u>Refund Paid to Claimant</u>	= \$1,125.00

2. Salomon be and hereby is solely liable for:

<u>Member Fees</u>	= \$2,100.00
<u>Total Fees</u>	= \$2,100.00
<u>Less payments</u>	= \$4,000.00
<u>Refund Paid to Salomon</u>	= \$1,900.00


All balances are due and payable to NASD Dispute Resolution, Inc.

ARBITRATION PANEL

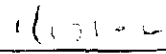
Barry A. Mahler, Esq.	-	Public Arbitrator, Presiding Chair
Lucas A. Ferrara, Esq.	-	Public Arbitrator
Richard H. Tierney	-	Industry Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



Barry A. Mahler, Esq.
Public Arbitrator, Presiding Chair



Signature Date

Lucas A. Ferrara, Esq.
Public Arbitrator

Signature Date

Richard H. Tierney
Industry Arbitrator

Signature Date

January 28, 2002
Date of Service (For NASD office use only)


ARBITRATION PANEL

Barry A. Mahler, Esq.	-	Public Arbitrator, Presiding Chair
Lucas A. Ferrara, Esq.	-	Public Arbitrator
Richard H. Tierney	-	Industry Arbitrator

Concurring Arbitrators' Signatures

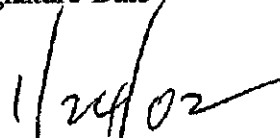
I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

Barry A. Mahler, Esq.
Public Arbitrator, Presiding Chair



Lucas A. Ferrara, Esq.
Public Arbitrator

Signature Date



Signature Date

Richard H. Tierney
Industry Arbitrator

Signature Date

January 28, 2002
Date of Service (For NASD office use only)

NASD DISPUTE RESOLUTION, INC.

-----X
LILY WOHLIN,

Claimant,

-against-

SALOMON SMITH BARNEY INC., and
KIERAN J. LYNCH,

Respondents.
-----X

CASE NO.: 00-04688

STIPULATED AWARD

REPRESENTATION

The claimant was represented by Martin J. Siegel, Esq., Attorney and Counsellor at Law, located in New York, New York.

Respondents Salomon Smith Barney Inc., and Kieran J. Lynch were represented by Paul Giappone, Esq., of Salomon Smith Barney Inc., located in New York, New York.

CASE INFORMATION

The Statement of Claim was filed in or about October 2000, along with Claimant's Uniform Submission Agreement. The Respondents then filed an Answer and Affirmative Defenses denying liability and seeking dismissal of the claims against them.

HEARING INFORMATION

No prehearing conferences were held, nor was an evidentiary hearing held due to the fact that the parties notified the NASD that they had reached an amicable settlement of the matter.

CASE SUMMARY

The claimant alleged a pattern of inappropriate and unsuitable trading in connection with the purchase of securities in her accounts in violation of state common law and unspecified rules of conduct. The respondents denied liability.

RELIEF REQUESTED

Claimant sought damages in the amount of \$106,195 plus commissions; respondents requested that the Statement of Claim be denied in its entirety.

AWARD

After considering the pleadings and the parties' joint request for expungement, the undersigned arbitrators have decided in full and final resolution of the issues submitted for arbitration as follows:

Upon confirmation of this Stipulated Award by a court of competent jurisdiction, NASD Regulation, Inc. shall expunge all references to this arbitration from the permanent CRD records of respondent Kieran J. Lynch.

FORUM FEES

There are no outstanding forum fees due and owing.

We hereby consent and agree to the substance, form and entry of the within
Stipulated Award.

MARTIN J. SIEGEL, ESQ.

SALOMON SMITH BARNEY INC.

By: _____

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Kieran J. Lynch