

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

James Stamulis (Claimant) v. Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc.,
Glenn Fischer, and Frank Melia (Respondents)

Case Number: 01-00772

Hearing Site: New York, New York

Nature of the Dispute: Customers v. Member and Associated Persons.

REPRESENTATION OF PARTIES

Claimant James Stamulis ("Stamulis") hereinafter referred to as "Claimant": George M. Gavalas, Esq., Mineola, NY.

Respondents Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc. ("Citigroup"), Glenn Fischer ("Fischer"), and Frank Melia ("Melia") hereinafter collectively referred to as "Respondents": Frank J. Cuccio, Esq., Bressler, Amery & Ross, P.C., New York, NY.
Previously represented by: Etta M. Gumbs, Esq., Citigroup Global Markets, Inc., New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: February 14, 2001.

Claimant signed the Uniform Submission Agreement: February 6, 2001.

Joint Statement of Answer filed by Respondents on or about: May 25, 2001.

Respondent Citigroup signed the Uniform Submission Agreement.

Respondent Fischer signed the Uniform Submission Agreement: June 6, 2001.

Respondent Melia signed the Uniform Submission Agreement: June 11, 2001.

CASE SUMMARY

Claimant asserted the following causes of action: unauthorized trading; churning; unsuitability; failure to supervise; breach of third party beneficiary contract; violation of NASD rules; breach of implied covenant; common law fraud and deceit; common law negligence; and breach of fiduciary duty. The causes of action relate to unspecified securities.

Unless specifically admitted in its Answer, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$350,000.00; interest; reasonable attorneys' fees and expenses; costs and disbursements; and such other and further relief as is just and proper.

Respondents requested dismissal of the Statement of Claim in its entirety and that an order be issued by the Panel directing the expungement of this matter from the records of Respondents Fischer and Melia.

OTHER ISSUES CONSIDERED AND DECIDED

On or about December 16, 2004, the parties settled this matter. By letter dated January 24, 2005, the parties informed NASD Dispute Resolution that they were requesting a Stipulated Award.

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

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

1. Claimant's claims against respondent are dismissed in their entirety, and with prejudice. Claimant and Respondents have entered into a confidential settlement agreement.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Glenn Fischer'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 Glenn Fischer must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
3. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Frank Melia'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 Frank Melia must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
4. Each party shall bear their own costs and expenses associated with their respective legal

representation in the above-referenced arbitration to date. Any unpaid balances owed to the NASD as of the date of this Stipulated Award shall be paid by Respondent Citigroup. Respondents will also bear the costs associated with the filing of the state court action to confirm this award.

5. Any and all relief not specifically addressed herein is denied.

FEES

Pursuant to 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 = \$ 300.00

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 persons at the time of the events giving rise to the dispute. In this matter, Citigroup Global Markets, Inc. is a party.

Member Surcharge	= \$1,500.00
Pre-Hearing Process Fee	= \$ 600.00
Hearing Process Fee	= \$2,500.00
Total Member Fees	= \$4,600.00

Adjournment Fees

The following adjournment fees are assessed:

March 20, 21, 24-26, 2003, joint adjournment request	= \$1,125.00
Respondent Citigroup's share	= \$1,125.00*
*(This fee was originally split equally. However, in accordance with # 4 in the Award section above, Respondent Citigroup shall pay for this fee).	
July 8-10, 2003, adjournment by Respondent Citigroup	= \$1,125.00
October 21-23, 2003, adjournment by Respondent Citigroup	= Waived

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Forum fees associated with these proceedings are:

Two (2) Pre-hearing conference sessions with the Panel @ \$1,125.00/session	= \$2,250.00
Pre-hearing conferences: September 10, 2002 1 session	

October 15, 2004 1 session

Total Forum Fees = \$2,250.00

1. The Panel has assessed \$1,125.00 of the forum fees against Claimant.
2. The Panel has assessed \$1,125.00 of the forum fees against Respondent Citigroup.

Fee Summary

1. Claimant is solely liable for:

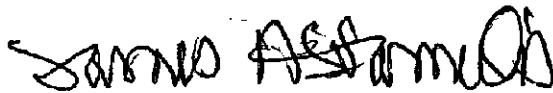
Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	<u>= \$1,125.00</u>
Total Fees	= \$1,425.00
<u>Less payments</u>	<u>= \$1,425.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

2. Respondent Citigroup is solely liable for:

Member Fees	= \$4,600.00
Adjournment Fee	= \$2,250.00
<u>Forum Fees</u>	<u>= \$1,125.00</u>
Total Fees	= \$7,975.00
<u>Less payments</u>	<u>= \$6,287.50</u>
Balance Due NASD Dispute Resolution	= \$1,687.50

All balances are due and payable to NASD Dispute Resolution

Parties' Signatures



James Stamulis
Claimant

Signature Date

Citigroup Global Markets Inc.
f/k/a Salomon Smith Barney Inc.
d/b/a Smith Barney
Respondent

Signature Date

Glenn Fischer
Respondent

Signature Date

Frank Melia
Respondent

Signature Date

Parties' Signatures

James Stamulis
Claimant

Signature Date



Citigroup Global Markets Inc.
f/k/a Salomon Smith Barney Inc.
d/b/a Smith Barney
Respondent

1/10/05
Signature Date

Glenn Fischer
Respondent

Signature Date

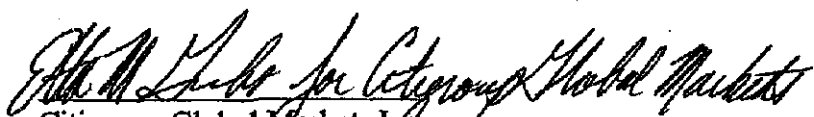
Frank Melia
Respondent

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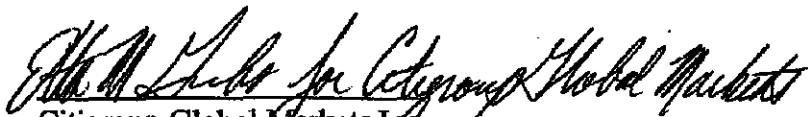
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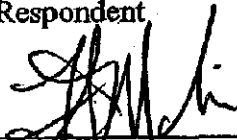


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Respondent

1/10/05
Signature Date

Glenn Fischer
Respondent

Signature Date



Frank Melia
Respondent

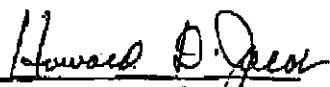
1/19/05
Signature Date

ARBITRATION PANEL

Howard D. Jacob, Esq.	-	Public Arbitrator, Presiding Chair
William C. Bieluch, R., Esq.	-	Public Arbitrator
David Denison	-	Non-Public 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 is which is my award.


Howard D. Jacob, Esq.
Public Arbitrator, Presiding Chair


Signature Date

William C. Bieluch, R., Esq.
Public Arbitrator

Signature Date

David Denison
Non-Public Arbitrator

Signature Date

February 9, 2005
Date of Service (For NASD office use only)

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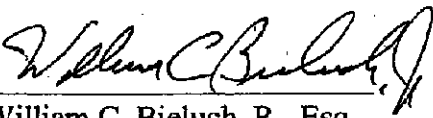
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