

**STIPULATED AWARD  
NASD Dispute Resolution**

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In the Matter of the Arbitration Between

Name of Claimants

Allen and Lena Aron

and

02-07546  
Chicago, Illinois

Name of Respondents

Citigroup Global Markets, Inc.  
f/k/a Salomon Smith Barney Inc., and  
Darren A. Golde

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

**REPRESENTATION OF PARTIES**

Allen and Lena Aron ("Claimants") were represented by Howard B. Prossnitz, Esq., Law Offices of Birndorf & Birndorf, Chicago, Illinois.

Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney Inc. ("Smith Barney") and Darren A. Golde ("Golde"), hereinafter collectively known as "Respondents", were represented by H. Nicholas Berberian, Tina Levin Winer and Tzivvia A. Masliansky, Neal, Gerber and Eisenberg LLP, Chicago, Illinois.

**CASE INFORMATION**

The Statement of Claim was filed on or about December 16, 2002. The Submission Agreement of Claimants was signed on or about November 27, 2002.

The Statement of Answer was jointly filed by Smith Barney and Golde on or about April 19, 2004. The Submission Agreements of Respondents were signed on or about February 6, 2003.

**CASE SUMMARY**

Claimants asserted the following causes of action: unauthorized trading, breach of fiduciary duty, violation of Section 10(b) of the Exchange Act and Rule 10b-5 regarding their investments in Global Crossing, control person liability under the 1934 Exchange Act, and fraud. Claimants later amended their claims to add a claim for unsuitability. Claimants' claims involved telecom and technology, specifically Global Crossing and Clarent Corporation.

Unless Specifically admitted in its Answer, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim and asserted the following defenses: Failure to State a Claim, Ratification, Absence of Proximate Causation, Statutes of Limitation, Failure to Mitigate, Legal and Equitable Estoppel, Waiver and Unavailability of Attorneys' Fees and/or Punitive Damages.

### **RELIEF REQUESTED**

Claimants initially requested an award of approximately:

Actual/Compensatory Damages	\$100,000.00
Punitive/Exemplary Damages	Unspecified
Interest	Unspecified
Other Costs	Unspecified
Attorney's Fees	Unspecified
Other Monetary Relief	Unspecified

Respondents requested that the claims asserted against them be denied in their entirety and that they be awarded their costs and attorneys' fees. Respondents also requested that this matter be expunged from the permanent CRD record of Darren Golde.

### **OTHER ISSUES CONSIDERED & DECIDED**

The parties advised NASD Dispute Resolution that they entered into an agreement to settle this matter on certain terms and conditions set forth in a confidential settlement agreement.

The parties have agreed that the Stipulated Award in this matter may be executed in counterpart copies. The parties have agreed to receive conformed copies of the award while the original(s) remain on file with the NASD Dispute Resolution (the "NASD").

### **AWARD**

After considering the pleadings and the stipulation of the parties, but without making any findings of fact or conclusions of law, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination and find as follows:

1. Any and all claims asserted in this matter against individual Respondent Darren Allen Golde have been withdrawn by Claimants and are hereby dismissed with prejudice. Accordingly, Respondent Darren Allen Golde has requested the expungement of all references to this arbitration from his registration records maintained by the NASD Central Registration Depository ("CRD"). Claimants do not object to such expungement.

2. The Panel recommends the expungement of all reference to the above-captioned arbitration from Respondent Darren Allen Golde's records maintained by the CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Darren Allen Golde must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
3. All claims against Smith Barney are hereby dismissed with prejudice pursuant to settlement reached between Smith Barney and Claimants.
4. Any and all relief not specifically addressed is denied.

### **FEES**

Pursuant to the Code, the following fees are assessed:					
<b><u>Filing Fees</u></b>					
NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:					
Initial claim filing fee				\$	225.00
<b><u>Member Fees</u></b>					
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, the member firm is Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney Inc.					
Member surcharge				\$	1,100.00
Pre-hearing process fee				\$	750.00
Hearing process fee				\$	1,700.00
Total Member Fees				\$	3,550.00
<b><u>Forum Fees and Assessments</u></b>					
The Arbitration 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. Fees associated with these proceedings are:					

One (1) Pre-hearing session with Panel	x	\$ 750.00		\$	750.00
Pre-hearing conference:	1/5/2004		1 session		
Total Forum Fees				\$	750.00
The Arbitration Panel has assessed the following forum fees to Claimants		\$ 250.00			
The Arbitration Panel has assessed the following forum fees to Respondent Smith Barney.		\$ 250.00			
The Arbitration Panel has assessed the following forum fees to Respondent Golde.		\$ 250.00			

### **FEE SUMMARY**

Claimants shall be and hereby are jointly and severally liable for:					
Initial Filing Fee				\$	225.00
Forum Fees				\$	250.00
Total Fees				\$	475.00
Less Payments				\$	975.00
Balance Refunded by NASD Dispute Resolution				\$	500.00
Respondent, Smith Barney, shall be and hereby is liable for:					
Member Fee				\$	3,550.00
Forum Fees				\$	250.00
Total Fees				\$	3,800.00
Less Payments				\$	4,600.00
Balance Refunded by NASD Dispute Resolution				\$	800.00
Respondent, Golde, shall be and hereby is liable for:					
Forum Fees				\$	250.00
Total Fees				\$	250.00
Less Payments				\$	250.00
Balance Due NASD Dispute Resolution				\$	0.00

**All balances are due to NASD Dispute Resolution**

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Arbitration No. 02-07546  
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**ARBITRATION PANEL**

Thomas F. Mahoney, Esq. - Public Arbitrator, Presiding Chair  
Jack L. Karp - Public Arbitrator  
William J. Bayer - Non-Public Arbitrator

Concurring Arbitrators:

Thomas F. Mahoney  
Thomas F. Mahoney, Esq.  
Public Arbitrator, Presiding Chair

12 SEPT 2005  
Signature Date

Jack L. Karp  
Jack L. Karp  
Public Arbitrator

Signature Date

William J. Bayer  
William J. Bayer  
Non-Public Arbitrator

Signature Date

October 12, 2005  
Date of Service (For NASD office use only)

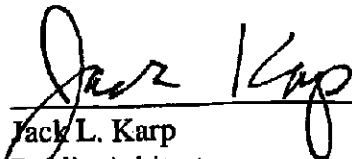
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William J. Bayer - Non-Public Arbitrator

**Concurring Arbitrators:**

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Thomas F. Mahoney, Esq.  
Public Arbitrator, Presiding Chair

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Signature Date

  
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Jack L. Karp  
Public Arbitrator

10/3/05  
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Signature Date

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William J. Bayer  
Non-Public Arbitrator

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Signature Date

October 10, 2005  
Date of Service (For NASD office use only)

NASD Dispute Resolution  
Arbitration No. 02-07546  
Stipulated Award Page 5 of 5

**ARBITRATION PANEL**

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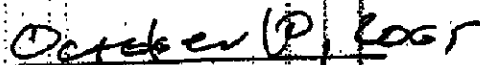
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