

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Jason Lukach (Claimant) v. Salomon Smith Barney, Inc. n/k/a Citigroup Global Markets, Inc.
and John Mozonski

Case Number: 02-07700

Hearing Site: Boston, Massachusetts

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

REPRESENTATION OF PARTIES

Claimant Jason Lukach ("Lukach") hereinafter referred to as "Claimant": Howard M. Rosenfield, Esq., Farmington, CT.

Respondents Salomon Smith Barney, Inc. n/k/a Citigroup Global Markets, Inc. ("SSB") and John Mozonski ("Mozonski") hereinafter collectively referred to as "Respondents": Raoul Sanchez, Esq., Citigroup Global Markets, Inc., New York, NY. Previously represented by: Victor Machcinski, Esq., Citigroup Global Markets, Inc., New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: December 23, 2002.

Claimant signed the Uniform Submission Agreement: November 15, 2001.

Joint Statement of Answer filed by Respondents on or about: June 19, 2003.

SSB signed the Uniform Submission Agreement: June 19, 2003.

Mozonski did not sign the Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: breach of fiduciary duty; misrepresentations, omissions, and manipulation; violations of the CT Uniform Securities Act; violations of the Deceptive Trade Practices Act; unsuitable trading; common law fraud; conversion; recklessness; breach of contract; and failure to supervise. The causes of action relate to mutual funds and stocks.

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

RELIEF REQUESTED

Claimant requested damages between \$100,000.01 to \$500,000.00; costs and expenses; punitive damages; reasonable attorneys' fees pursuant to Section 36b-2 et. seq. of the Connecticut General Statutes and Connecticut General Statutes 42-110b et. seq.; and such other relief as the Arbitration Panel deems just and proper.

Respondents requested that Claimant's Statement of Claim be dismissed in its entirety; costs and expenses, including attorneys' fees to the extent permitted by law, forum fees, and all other costs of this proceeding. In addition, Respondents request a direction from the arbitrators that the Central Registration Depository ("CRD") record of Respondent John Mozonski be expunged with respect to all references to Claimant's claims.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent John Mozonski did not file with NASD Dispute Resolution a properly executed submission agreement but is required to submit to arbitration pursuant to the Code and, having answered the claim, is bound by the determination of the Panel on all issues submitted.

On or about January 20, 2004, Claimant and Respondents advised the NASD Arbitration Panel that they had entered into a settlement agreement resolving all issues of this arbitration. Accordingly, the parties requested that the matter be dismissed.

On January 26, 2004, the parties filed with NASD Dispute Resolution a proposed Stipulated Award of Dismissal and Expungement, requesting that the NASD enter an award of dismissal and expungement of all references to this matter from the NASD and CRD records of registered representative John Mozonski.

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 and Respondents having entered into a settlement agreement and having stipulated and agreed to dismiss all claims against Respondents, said claims are hereby dismissed. This does not represent an adjudication on the merits, but rather reflects the parties' agreement.

2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent John Mozonski'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 John Mozonski must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
3. Each party shall be responsible to pay its own fees, and shall split all fees equally.
4. Any and all relief not specifically addressed herein, including punitive damages, is 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. n/k/a Citigroup Global Markets, Inc. is a party.

Member Surcharge	= \$1,700.00
Pre-Hearing Process Fee	= \$ 750.00
<u>Hearing Process Fee</u>	<u>= \$2,750.00</u>
Total Member Fees	= \$5,200.00

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:

One (1) Pre-hearing conference session with a single arbitrator @ \$450.00/session = \$ 450.00
Pre-hearing conference: December 12, 2003 1 session

One (1) Pre-hearing conference session with the Panel @ \$1,125.00/session = \$1,125.00
Pre-hearing conference: October 3, 2003 1 session

Total Forum Fees = \$1,575.00

1. The Panel has assessed \$787.50 of the forum fees against Claimant.
2. The Panel has assessed \$787.50 of the forum fees jointly and severally against Respondents.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	<u>= \$ 787.50</u>
Total Fees	= \$1,087.50
<u>Less payments</u>	<u>= \$1,425.00</u>
Refund Due	= \$ 337.50

2. SSB is solely liable for:

<u>Member Fees</u>	<u>= \$5,200.00</u>
Total Fees	= \$5,200.00
<u>Less payments</u>	<u>= \$5,200.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

3. Respondents are jointly and severally liable for:

<u>Forum Fees</u>	<u>= \$ 787.50</u>
Total Fees	= \$ 787.50
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$ 787.50

All balances are due and payable to NASD Dispute Resolution

Parties' Signatures

Jason Lukach
Claimant

Signature Date

Salomon Smith Barney, Inc. n/k/a
Citigroup Global Markets, Inc.
Respondent

Signature Date

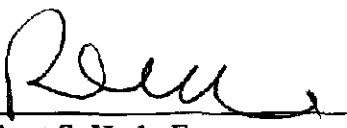
John Mozonski
Respondent

Signature Date

ARBITRATION PANEL

Robert S. Hark, Esq.	-	Public Arbitrator, Presiding Chair
Frank Percuoco	-	Public Arbitrator
Jack A. Marshall	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Robert S. Hark, Esq.
Public Arbitrator, Presiding Chair



Signature Date

Frank Percuoco
Public Arbitrator

Signature Date

Jack A. Marshall
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

01-23-2004 11:11am From-

T-051 P.007/009 F-716

WITNESS our hands and seals at the place and on the date indicated below.

Dated: Jan 20, 2004

Dated: 1-20, 2004

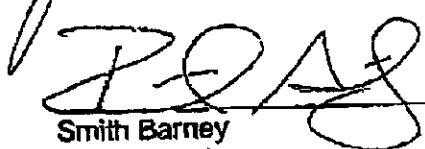
Dated: 1/23, 2004

Dated: 1-20, 2004


Jason Lukach
Claimant

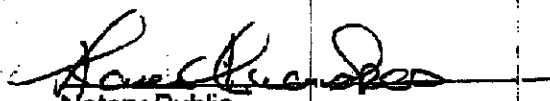

Howard Rosenfield, Esq.
Attorney for Claimant


John Mozonski


Smith Barney
By: Raúl Sánchez
Associate General Counsel

Connecticut
STATE OF NEW YORK)
COUNTY OF Hartford) ss.: Farmington, CT

On the 20th day of Jan, 2004, before me personally appeared Jason Lukach to me known and known to me to be the person who executed the foregoing instrument, and she acknowledged to me that she executed the same.


Notary Public
My comm exp 6/06

Connecticut
STATE OF ~~NEW YORK~~)
COUNTY OF *Hartford*) ss.: *Hartford*

On the 23rd day of *Jan*, 2004, before me personally appeared John Mozonski to me known and known to me to be the person who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Nancy Vazquez

Notary Public

NANCY VAZQUEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2007

ARBITRATION PANEL

Robert S. Hark, Esq.	-	Public Arbitrator, Presiding Chair
Frank Percuoco	-	Public Arbitrator
Jack A. Marshall	-	Non-Public Arbitrator

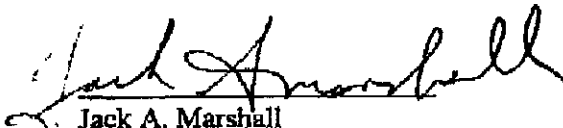
Concurring Arbitrators' Signatures

Robert S. Hark, Esq.
Public Arbitrator, Presiding Chair

Signature Date

Frank Percuoco
Public Arbitrator

Signature Date



Jack A. Marshall
Non-Public Arbitrator

Signature Date

February 10, 2004
Date of Service (For NASD office use only)

ARBITRATION PANEL

Robert S. Hark, Esq.	-	Public Arbitrator, Presiding Chair
Frank Percuoco	-	Public Arbitrator
Jack A. Marshall	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Robert S. Hark, Esq.
Public Arbitrator, Presiding Chair



Frank Percuoco
Public Arbitrator

Signature Date



Signature Date

Jack A. Marshall
Non-Public Arbitrator

Signature Date

February 10, 2004
Date of Service (For NASD office use only)