

**NASD DISPUTE RESOLUTION AWARD****NASD DISPUTE RESOLUTION**

CASE: 03-00327

Lois Inglessis, Claimant v. Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc. and Jack B. Grubman, Respondents.

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**ATTORNEYS:**

For Claimant, Lois Inglessis, ("Claimant"), appeared James Richard Hooper, Esq., of the firm Hooper & Weiss, L.L.C., Orlando, FL.

For Respondents, Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc., and Jack B. Grubman, appeared Bradford D. Kaufman, Esq., of the firm Greenberg Traurig, P.A., West Palm Beach, FL.

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**NATURE OF DISPUTE:** Customer v. Member and Associated Person

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**DATE FILED:** January 13, 2003

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**CASE SUMMARY:** Claimant alleged that Respondents violated each of the following: Section 17(a) of the Securities Act of 1933, Chapter 517.301 of the Florida Securities and Investor Protection Act, NASD Rule 2210(d)(1), and New York Stock Exchange Rule 202.02. Claimant further alleged that Respondents breached their fiduciary duty, and omitted to state material fact in connection with the offer and sale of WorldCom stock. Claimant additionally alleged that Respondent Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc., is liable for the unlawful and negligent acts of its representative, Respondent Jack B. Grubman, under the doctrine of respondeat superior. Claimant maintained that due to Respondents' actions, her account suffered financial losses.

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**Claim Data**

Claim: \$8,934.25

Punitive: Unspecified

Interest: Unspecified

Attorney Fees: Unspecified

Filing Fees: Unspecified

Other: Unspecified

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**Award Data**

Award: \$.00

Punitive: \$.00

Interest: \$.00

Attorney Fees: \$.00

Filing Fees: \$162.50

Other: \$.00

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**AWARD:** The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) The claims of the Claimant are dismissed in their entirety. 2) All requests for punitive damages are denied. 3) All requests for interest are denied. 4) All requests for attorney fees are denied. 5) All other relief requests are denied. 6) NASD Dispute Resolution shall retain the \$325.00 filing fee that the Claimant deposited previously. 7) Respondent Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc. is liable and shall pay to the Claimant \$81.25 as reimbursement of one-quarter of the filing fees. 8) Respondent Jack B. Grubman is liable and shall pay to the Claimant \$81.25 as reimbursement of one-quarter of the filing fee.

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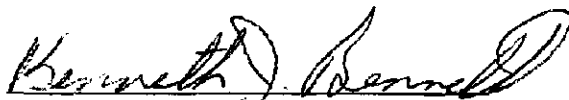
**OTHER FEES:** Pursuant to Rule 10333 of the Code, Respondent Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc. has paid to NASD Dispute Resolution the \$325.00 Member Surcharge previously invoiced.

**ARBITRATOR**

Kenneth J. Bennett - Sole Public Arbitrator

**AFFIRMATION**

I, Kenneth J. Bennett, do hereby affirm, upon my oath as arbitrator that I am the individual described herein who executed this instrument, which is my oath and award.

  
Kenneth J. Bennett

8/2/2004  
Signature Date

Sworn to and subscribed before me this

8 day of Aug, 2004

  
Signature of Notary Public-State of Florida

Aimee E. Sides  
Print, Type or Stamp Name of Notary Public

☐ Personally known to me, or

☒ Produced identification: FDL 6530510-43-090-0  
Type of identification



Aimee E. Sides  
MY COMMISSION # DD018703 EXPIRES  
July 16, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

August 10, 2004  
Date of Service (For NASD-DR office use only)