

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

R. Scott Creighton (Claimant) v. Salomon Smith Barney, Inc. n/k/a Citigroup Global Markets, Inc. (Respondent)

Case Number: 03-01864

Hearing Site: New York, New York

Nature of the Dispute: Customer vs. Member.

REPRESENTATION OF PARTIES

Claimant R. Scott Creighton ("Creighton") hereinafter referred to as "Claimant":
Richard I. Wolff, Esq., New York, NY. Previously appeared *pro se*.

Respondent Salomon Smith Barney, Inc. n/k/a Citigroup Global Markets, Inc. ("SSB")
hereinafter referred to as "Respondent": Linda R. Alpert, Esq., Citigroup Global
Markets, Inc. New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: March 14, 2003.

Claimant signed the Uniform Submission Agreement: April 19, 2003.

Statement of Answer filed by Respondent on or about: June 17, 2003.

Respondent signed the Uniform Submission Agreement: June 17, 2003.

CASE SUMMARY

Claimant asserted the following causes of action: failure to execute; and failure to follow instructions. Claimant's claim involved the Smith Barney Aggressive Growth Fund (SHRAX).

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$49,200.00

Respondent requested that the Statement of Claim be dismissed, that the registration records of Mr. Kalamarides be expunged, and that all costs be assessed against Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings, and the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent is liable for and shall pay to the Claimant compensatory damages in the amount of \$28,000.00, plus interest at the rate of 8% per annum from March 18, 2003 through the date of payment of the award.
2. Respondent is liable for and shall pay to Claimant the sum of \$175.00, to reimburse Claimant for the filing fee previously paid to NASD Dispute Resolution.
3. 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	= \$175.00
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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. Accordingly, Salomon Smith Barney, Inc. n/k/a Citigroup Global Markets, Inc. is a party.

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$1,000.00

Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A 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 @ \$600.00 = \$ 600.00
Pre-hearing conference: September 22, 2003 1 session

Four (4) Hearing sessions @ \$600.00 = \$2,400.00
Hearing Dates: November 25, 2003 2 sessions
January 15, 2004 2 sessions

Total Forum Fees = \$3,000.00

1. The Panel has assessed \$3,000.00 of the forum fees against Respondent.

Fee Summary

1. Claimant is solely liable for:

<u>Initial Filing Fee</u>	= \$ 175.00
<u>Total Fees</u>	= \$ 175.00
<u>Less payments</u>	= \$ 775.00
<u>Refund Due</u>	= \$ 600.00

As stated in the "Award" section above, Respondent is liable and shall reimburse Claimant for the \$175.00 filing fee.

2. Respondent is solely liable for:

<u>Member Fees</u>	= \$2,625.00
<u>Forum Fees</u>	= \$3,000.00
<u>Total Fees</u>	= \$5,625.00
<u>Less payments</u>	= \$3,250.00
<u>Balance Due NASD Dispute Resolution</u>	= \$2,375.00

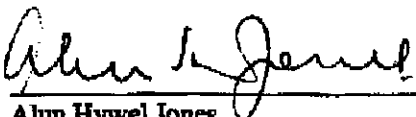
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

Alun Hywel Jones	-	Public Arbitrator, Presiding Chair
James R. Greene	-	Public Arbitrator
Lisa Catalano, Esq.	-	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, which is my award.



Alun Hywel Jones
Public Arbitrator, Presiding Chairperson

Signature Date

James R. Greene
Public Arbitrator

Signature Date

Lisa Catalano, Esq.
Non-Public Arbitrator

Signature Date

January 30, 2004
Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

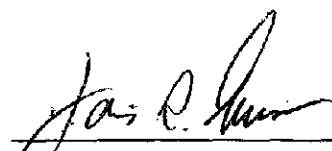
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Alun Hywel Jones
Public Arbitrator, Presiding Chairperson

Signature Date



James R. Greene
Public Arbitrator

1/24/04

Signature Date

Lisa Catalano, Esq.
Non-Public Arbitrator

Signature Date

January 30, 2004

Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

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James R. Greene	-	Public Arbitrator
Lisa Catalano, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

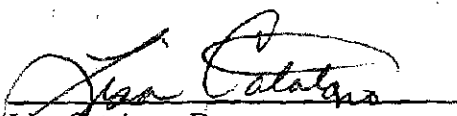
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Alun Hywel Jones
Public Arbitrator, Presiding Chairperson

Signature Date

James R. Greene
Public Arbitrator

Signature Date



Lisa Catalano, Esq.
Non-Public Arbitrator



Signature Date

January 30, 2004
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