

**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

**Beverly J. Young a/k/a Beverly Graham, Claimant v. Salomon Smith Barney, Inc. n/k/a
Citigroup Global Markets, Inc., Erin ND Black, Sharon D. Black, and Christopher B. Walling,
Respondents**

Case Number: 03-02257

Hearing Site: Los Angeles, California

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

REPRESENTATION OF PARTIES

For Claimant:

**Kristin M. Cano, Esq.
Law Offices of Kristin M. Cano
Newport Beach, California**

**Joseph J. Nardulli
Law Offices of Joseph J. Nardulli
Newport Beach, California**

For Respondents:

**Stacey M. Garrett, Esq.
David D. Piper, Esq.
Keesal, Young & Logan
Long Beach, California**

CASE INFORMATION

Statement of Claim filed: March 27, 2003

Claimant's Uniform Submission Agreement signed: March 24, 2003

Joint Statement of Answer filed by Respondents: June 13, 2003

**Respondent Salomon Smith Barney, Inc. n/k/a Citigroup Global Markets, Inc's Uniform
Submission Agreement signed: May 7, 2003**

Respondent Erin ND Black's Uniform Submission Agreement signed: July 10, 2003

Respondent Sharon D. Black's Uniform Submission Agreement signed: May 13, 2003

Respondent Christopher B. Walling's Uniform Submission Agreement signed: May 09, 2003

CASE SUMMARY

Claimant alleged breach of contract, breach of fiduciary duty, fraud and deceit, intentional infliction of emotional distress, negligent infliction of emotional distress, misrepresentation, negligent misrepresentation, and lack of supervision. Claimant's allegations involved transactions in a Guided Portfolio Management Account involving securities in Bank of New York, Barr Laboratories, Boise Cascade, Cisco Systems, EMC Corp. Endocardial Solutions, Enron Corp., Exxon Mobil, Ford Motor Co., Fort James, Corp., Freeport McMoran Copper and Gold, Genentech, General Electric, Global Crossing, IBM, Intel Corp., JDS Uniphase, Lehman Brothers Holdings, Lincoln National, Lucent Technologies, Motorola, Inc., National Semiconductor, Nokia Corp., Nortel Networks, PMC Sierra, Qualcomm, Sprint Corp., Teva Pharmaceuticals, Tyco International, Worldcom Inc., Xerox Corp., and Zoll Medical.

Respondents denied the allegations of wrongdoing set forth in the Claimant's Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested \$205,264.94 in compensatory damages, a disgorgement penalty in the amount of \$12,992.00, taxes due on phantom income, and pre-judgment interest of \$112,121.00.

Respondents requested dismissal of the Claimant's Statement of Claim in its entirety and costs.

OTHER ISSUES CONSIDERED AND DECIDED

On May 8, 2003, Claimant and Claimant's counsel signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

Pursuant to the Code of Arbitration Procedure IM-10100, the waiver of the Claimant shall constitute and operate as a waiver for all member firms and associated persons (including terminated or otherwise inactive member firms or associated persons) against whom the Claim has been filed.

On September 2, 2004, Claimant dismissed Respondents Erin ND Black, Sharon D. Black, and Christopher B. Walling with prejudice.

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

AWARD

After considering the pleadings and the Parties' request for this Stipulated Award, the Panel decided in full and final resolution of the issues submitted for determination as follows:

- 1) Claimant's claims are dismissed with prejudice.
- 2) The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Erin ND Black's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-09, Respondent Erin ND Black must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
- 3) The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Sharon D. Black's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-09, Respondent Sharon D. Black must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
- 4) The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Christopher B. Walling's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notice to Members 99-09, Respondent Christopher B. Walling must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
- 5) The parties shall bear their respective costs, including attorney's fees.
- 6) All other relief requested and not expressly granted is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution received or will collect the non-refundable filing fees for each claim as follows:

Initial claim filing fee	= \$ 300.00
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Member Fees

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events that gave rise to the dispute, claim, or controversy. Accordingly, the member firm Salomon Smith Barney, Inc. n/k/a Citigroup Global Markets, Inc. is a party and the following fees are assessed:

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

Adjournment Fees

The following adjournment fees are assessed:

September 8, 9, 10, 13, 14 and 17, 2004 adjournment requested by both Parties	Waived
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Forum Fees and Assessments

The Panel assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Chair or the parties and the Panel. The following fees are assessed:

One (1) Pre-hearing conference session with the Panel @ \$1,125.00/session	= \$1,125.00
Pre-hearing conference: September 15, 2003 1 session	
Total Forum Fees	= \$1,125.00

1. The Panel assessed \$562.50 of the forum fees to Claimant Beverly J. Young a/k/a Beverly Graham.
2. The Panel assessed \$562.50 of the forum fees jointly and severally to Respondents Salomon Smith Barney, Inc. n/k/a Citigroup Global Markets, Inc., Erin ND Black, Sharon D. Black, and Christopher B. Walling.

Fee Summary

1. Claimant Beverly J. Young a/k/a Beverly Graham is charged with the following fees and costs:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	= \$ 562.50
Total Fees	= \$ 862.50
<u>Less payments</u>	= \$(1,425.00)
Refund Due from NASD Dispute Resolution	= \$ (562.50)

2. Salomon Smith Barney, Inc. n/k/a Citigroup Global Markets, Inc. is charged with the following fees and costs:

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

3. Respondents Salomon Smith Barney, Inc. n/k/a Citigroup Global Markets, Inc., Erin ND Black, Sharon D. Black, and Christopher B. Walling are charged jointly and severally with the following fees and costs:

<u>Forum Fees</u>	= \$ 562.50
Balance Due NASD Dispute Resolution	= \$ 562.50

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

Parties' Signatures



Kristen M. Cano, Esq.
Attorney for Claimant

On behalf of Claimant Beverly J. Young
a/k/a Beverly Graham

18 Aug '05
Signature Date


David D. Piper, Esq.
On behalf of Respondents
Citigroup Global Markets, Inc.,
Erin ND Black, Sharon D. Black,
and Christopher B. Walling

Signature Date

Parties' Signatures

Kristen M. Cano, Esq.
On behalf of Claimant Beverly J. Young
a/k/a Beverly Graham

Signature Date



David D. Piper, Esq.
On behalf of Respondents
Citigroup Global Markets, Inc.,
Erin ND Black, Sharon D. Black,

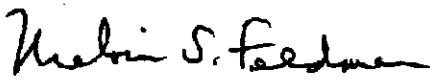


Signature Date

ARBITRATION PANEL

<i>Melvin S. Feldman, Esq.</i>	-	<i>Public Arbitrator, Presiding Chair</i>
<i>Otis E. Hackett</i>	-	<i>Public Arbitrator</i>
<i>Gerald C. Tambe</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures



Melvin S. Feldman, Esq.
Chair, Public Arbitrator

9.16.05

Signature Date

Otis E. Hackett
Public Arbitrator

Signature Date

Gerald C. Tambe
Non-Public Arbitrator

Signature Date

9/22/05

Date of Service

ARBITRATION PANEL

Melvin S. Feldman, Esq.
Otis E. Hackett
Gerald C. Tambe

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Public Arbitrator, Presiding Chair
Public Arbitrator
Non-Public Arbitrator

Concurring Arbitrators' Signatures

Melvin S. Feldman, Esq.
Chair, Public Arbitrator

Signature Date

Otis E. Hackett
Public Arbitrator

Signature Date



Gerald C. Tambe
Non-Public Arbitrator

9/15/2005
Signature Date

9/22/05
Date of Service

ARBITRATION PANEL

Melvin S. Feldman, Esq.

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Public Arbitrator, Presiding Chair

Otis E. Hackett

-

Public Arbitrator

Gerald C. Tambe

-

Non-Public Arbitrator

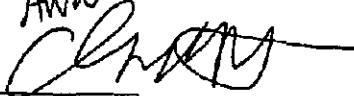
Concurring Arbitrators' Signatures

Melvin S. Feldman, Esq.

Chair, Public Arbitrator

Signature Date

*I decline to
approve or disapprove the
stipulated Award.*



Otis E. Hackett
Public Arbitrator

9/21/05

Signature Date

Gerald C. Tambe
Non-Public Arbitrator

Signature Date

October 20, 2005
Date of Service