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**Stipulated Award**  
**NASD Dispute Resolution**

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*In the Matter of the Arbitration Between:*

Name of the Claimant  
Hilde Klein IRA Rollover  
Hilde Klein

Case Number: 03-04445

Names of the Respondents  
Citigroup Global Markets, Inc.  
f/k/a Salomon Smith Barney, Inc.  
Tony Morgia

Hearing Site: Boca Raton, Florida

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

**REPRESENTATION OF PARTIES**

For Hilde Klein IRA Rollover and Hilde Klein, hereinafter collectively referred to as "Claimant": John T. Getz, Esq., Feldman & Getz, LLP, Boca Raton, Florida.

For Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc. ("Citigroup") and Tony Morgia ("Morgia"), hereinafter collectively referred to as "Respondents": Matthew N. Thibaut, Esq., Boose Casey Ciklin Lubitz Martens McBane & O'Connell, West Palm Beach, Florida.

**CASE INFORMATION**

Statement of Claim filed on or about: June 18, 2003.  
Claimant signed the Uniform Submission Agreement: May 15, 2003.  
Statement of Answer filed by Respondents on or about: September 9, 2003.  
Respondent Citigroup signed the Uniform Submission Agreement: August 20, 2003.  
Respondent Morgia signed the Uniform Submission Agreement: October 10, 2003.

**CASE SUMMARY**

Claimant asserted the following causes of action: negligence; unsuitability; breach of fiduciary duty; violation of Section 517.301 of the Florida Statutes; omission of facts; misrepresentation; and, respondeat superior. The causes of action relate to the purchase of unspecified stocks in Claimant's accounts.

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

### **RELIEF REQUESTED**

Claimant requested compensatory damages of no less than \$280,000.00; interest at the legal rate from the date of purchase or reasonable market value; rescission under Section 517.211 of the Florida Statute; disgorgement of all commissions and fees paid to Respondents; costs and expenses; reimbursement of all filing and forum fees; attorneys' fees, in an amount to be determined by a court of competent jurisdiction; punitive damages; and, all other relief that the Panel deemed just and proper.

Respondents requested that the Panel dismiss the claim and order the expungement of Respondent Morgia's NASD Central Registration Depository ("CRD") record.

### **OTHER ISSUES CONSIDERED AND DECIDED**

On or about November 5, 2004, the parties notified NASD Dispute Resolution ("NASD") that they had settled this matter.

On or about November 30, 2004 the parties filed with NASD a Stipulation to Dismiss and Expunge Tony Morgia's NASD CRD Record.

### **AWARD**

After considering the pleadings and the Stipulation to Dismiss and Expunge Tony Morgia's NASD CRD Record, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

Claimant's claims are dismissed, with prejudice.

The Panel recommends the expungement of all references to the above captioned arbitration from Respondent Morgia's registration records maintained by NASD CRD, with the understanding that pursuant to NASD Notices to Members 04-16, Respondent Morgia must obtain confirmation from a court of competent jurisdiction before the NASD CRD will execute the expungement directive.

### **FEES**

Pursuant to the NASD Code of Arbitration Procedure, the following fees are assessed:

#### **Filing Fees**

NASD will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee = \$ 300.00

#### **Member Fees**

Member fees are assessed to each member firm that is a party in these proceedings or to the member firms that employed the associated person at the time of the events giving rise to the dispute. Accordingly, Citigroup is a member firm and 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

#### **Adjournment Fees**

Adjournments granted during these proceedings for which fees were assessed:

No adjournment fees were incurred in this matter.

#### **Three-Day Cancellation Fees**

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

No three-day cancellation fees were incurred in this matter.

#### **Injunctive Relief Fees**

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the Panel.

No injunctive relief fees were incurred in this matter.

#### **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 the Panel @ \$1,125.00/session	= \$1,125.00
Pre-hearing conference: March 3, 2004 1 session	

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Total Forum Fees	= \$1,125.00
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The Panel has assessed forum fees of \$562.50 to Claimant.

The Panel has assessed forum fees of \$562.50 to Respondents, jointly and severally,

#### **Administrative Costs**

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred in this matter.

**Fee Summary**

Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	= \$ 562.50
Total Fees	= \$ 862.50
<u>Less payments</u>	= \$ 862.50
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Citigroup is solely liable for:

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

Respondents are jointly and severally liable for:

<u>Forum Fees</u>	= \$ 562.50
Total Fees	= \$ 562.50
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 562.50

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

**ARBITRATION PANEL**

Linda M. Granata, Esq.	-	Public Arbitrator, Presiding Chairperson
Seth L. Finkel, Esq.	-	Public Arbitrator
Lee Alan Rosenblum	-	Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

/s/  
Linda M. Granata, Esq.  
Public Arbitrator, Presiding Chairperson

December 27, 2004  
Signature Date

/s/  
Seth L. Finkel, Esq.  
Public Arbitrator

January 4, 2005  
Signature Date

/s/  
Lee Alan Rosenblum  
Non-Public Arbitrator

December 29, 2004  
Signature Date

January 11, 2005  
Date of Service (For NASD Dispute Resolution office use only)

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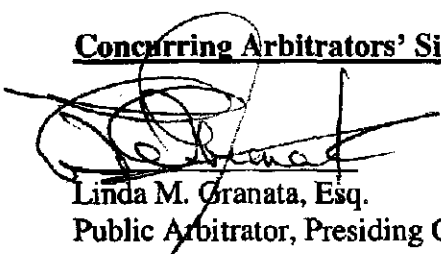
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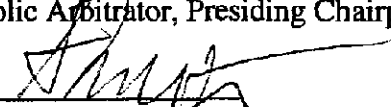
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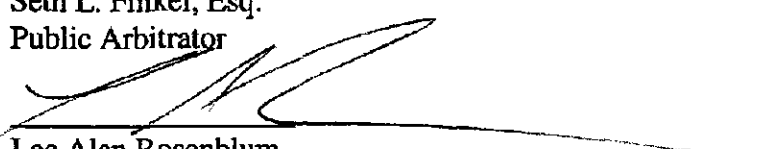
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Lee Alan Rosenblum  
Non-Public Arbitrator

12/29/09  
\_\_\_\_\_  
Signature Date