
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
The Hillery Family Trust

Case Number: 03-04804

Names of the Respondents
Citigroup Global Markets, Inc.
f/k/a Salomon Smith Barney, Inc.
Jack B. Grubman

Hearing Site: Orlando, Florida

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

REPRESENTATION OF PARTIES

For The Hillery Family Trust, hereinafter referred to as "Claimant": William Young, Esq., Hooper & Weiss, LLC, Orlando, Florida.

For Citigroup Global Markets, Inc., f/k/a Salomon Smith Barney, Inc. ("Citigroup") and Jack B. Grubman ("Grubman"), hereinafter collectively referred to as "Respondents": Jennifer Tomsen, Esq., Greenberg Traurig, P.A., Orlando, Florida.

CASE INFORMATION

Statement of Claim filed on or about: June 28, 2003.

Claimant signed the Uniform Submission Agreement: June 27, 2003.

Statement of Answer filed by Respondents on or about: August 27, 2003.

Respondent Citigroup signed the Uniform Submission Agreement: September 23, 2003.

Respondent Grubman signed the Uniform Submission Agreement: September 24, 2003.

Amended Statement of Claim filed by Claimant on or about: April 28, 2004.

Answer to Amended Statement of Claim filed by Respondents on or about: July 9, 2004.

CASE SUMMARY

Claimant asserted the following causes of action: omission to state material facts and conflicts of interest in violation of Section 17(A) of the Securities Act of 1933; omission to state material facts and conflicts of interest in violation of Chapter 517.301 of the Florida Securities and Investor Protection Act; omission to state material facts and conflicts of interest in violation of NASD Rule 2210(d)(1), Communications with the Public-General Standards; breach of fiduciary duty; and, respondeat superior. The causes of action relate to Claimant's investment in WorldCom stock.

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

RELIEF REQUESTED

Claimant requested rescissory damages in the amount of \$13,365.33, an unspecified amount of punitive damages, interest, costs, attorneys' fees and such other relief as deemed appropriate by the Arbitrator.

Respondents requested that Claimant's Statement of Claim, as amended, be denied in its entirety, and dismissed with prejudice, with attorneys' fees and costs assessed against Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

On or about January 14, 2004, Claimant filed a notice with NASD Dispute Resolution representing that Claimant had complied with the procedure for opting out of the class action filed in court, entitled *In Re WorldCom Securities Litigation*.

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

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions (if any), the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

Claimant's claims are denied in their entirety.

Any and all claims for relief not specifically addressed herein, including Claimant's claims for relief pursuant to Section 517.301 of the Florida Securities and Investor Protection Act and Claimant's request for punitive damages, are denied.

FEES

Pursuant to the NASD Code of Arbitration Procedure (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	= \$ 125.00
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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(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Respondent Citigroup is a member firm and a party.

Member surcharge	= \$ 425.00
Total Member Fees	= \$ 425.00

Adjournment Fees

No adjournments were requested 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:

There were no three-day cancellation fees assessed during these proceedings.

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.

Injunctive relief fees were not assessed in this matter.

Forum Fees and Assessments

The Arbitrator has assessed forum fees for each session conducted. A session is any meeting between the parties and the Arbitrator, including a pre-hearing conference with the Arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

Four (4) Pre-hearing sessions with a single arbitrator @ \$450.00/session	= \$1,800.00
Pre-hearing conferences:	
August 9, 2004	1 session
September 24, 2004	1 session
November 1, 2004	1 session
November 5, 2004	1 session
Two (2) Hearing sessions @ \$450.00/session	= \$ 900.00
Hearing Date:	
November 12, 2004	2 sessions
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Total Forum Fees	= \$2,700.00

The Arbitrator has assessed forum fees in the amount of \$1,350.00 to Claimant, \$675.00 to Respondent Citigroup and \$675.00 to Respondent Grubman.

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 are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

There were no administrative costs incurred in this matter.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 125.00
Forum Fees	= \$1,350.00
Total Fees	= \$1,475.00

<u>Less Payments</u>	= \$ 425.00
Balance Due NASD Dispute Resolution	= \$1,050.00

Respondent Citigroup is solely liable for:

Member Fees	= \$ 425.00
<u>Forum Fees</u>	= \$ 675.00
Total Fees	= \$1,100.00
<u>Less Payments</u>	= \$ 425.00
Balance Due NASD Dispute Resolution	= \$ 675.00

Respondent Grubman is solely liable for:

<u>Forum Fees</u>	= \$ 675.00
Total Fees	= \$ 675.00
<u>Less Payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 675.00

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

ARBITRATION PANEL

V. Michael Pabalis

Sole Public Arbitrator

Arbitrator's Signature

/s/

V. Michael Pabalis
Sole Public Arbitrator

November 20, 2004
Signature Date

November 23, 2004
Date of Service (For NASD Dispute Resolution office use only)

<u>Less Payments</u>	= \$ 425.00
Balance Due NASD Dispute Resolution	= \$1,050.00

Respondent Citigroup is solely liable for:

Member Fees	= \$ 425.00
Forum Fees	= \$ 675.00
Total Fees	= \$1,100.00
Less Payments	= \$ 425.00
Balance Due NASD Dispute Resolution	= \$ 675.00

Respondent Grubman is solely liable for:

Forum Fees	= \$ 675.00
Total Fees	= \$ 675.00
Less Payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 675.00

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

ARBITRATION PANEL

V. Michael Pabalis

Sole Public Arbitrator

Arbitrator's Signature

V. Michael Pabalis
Sole Public Arbitrator

Signature Date

Date of Service (For NASD Dispute Resolution office use only)