

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

CASE: 03-04918

Nathan and Jane Feinstein, Claimants vs. Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney Inc., Respondent.

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**ATTORNEYS:**

Claimants, Nathan and Jane Feinstein, (collectively "Claimants"), appeared pro se, Las Vegas, NV.

Respondent, Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney Inc. ("Respondent"), appeared through its in-house counsel, Ann Parry, Esq., New York, NY.

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**NATURE OF DISPUTE:** Customer v. Member

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**DATE FILED:** July 3, 2003

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**CASE SUMMARY:** Claimants alleged that Respondent failed to exercise due diligence, breached its contract by failing to actively manage their accounts, and were negligent. Claimants further alleged that Respondent failed to manage conflicts of interest between research and investment banking. Claimants maintained that due to Respondent's actions, their custodian and joint accounts suffered financial losses.

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**Claim Data**

Claim: \$21,000.00  
Punitive: \$4,000.00  
Interest: \$.00

Filing Fees: \$425.00  
Other: Unspecified

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**Award Data**

Award: \$16,117.00  
Punitive: \$.00  
Interest: At the rate of 8% per annum  
from 7/1/02 to date of award  
Filing Fees: \$425.00  
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) Respondent is liable and shall pay to the Claimants \$16,117.00. 2) All requests for punitive damages are denied. 3) Respondent is liable and shall pay to the Claimants interest at the rate of 8% per annum from July 1, 2002 to date of award. 4) All other relief requests are denied. 5) NASD Dispute Resolution shall retain the \$425.00 filing fee that the Claimants deposited previously. 6) Respondent is liable and shall pay to Claimants \$425.00 as reimbursement of the filing fee.

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**OTHER FEES:** Pursuant to Rule 10333 of the Code, Respondent has paid to NASD Dispute Resolution the \$425.00 Member Surcharge previously invoiced.

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Louis Joseph Tavano, Esq.

Sole Public Arbitrator

**AFFIRMATION**

I, Louis Joseph Tavano, Esq., 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.



Louis Joseph Tavano, Esq.

12/19/03  
Signature Date

January 9, 2004

Date of Service (For NASD-DR office use only)