
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
James K. Pryor

Case Number: 03-06522

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

Hearing Site: Boca Raton, Florida

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

REPRESENTATION OF PARTIES

For James K. Pryor, hereinafter referred to as "Claimant": Michael B. Lynch, 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": John D. Perry, Esq., Greenberg Traurig, P.A., Boca Raton, Florida.

CASE INFORMATION

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

Claimant signed the Uniform Submission Agreement: March 31, 2003.

Statement of Answer filed by Respondents on or about: November 3, 2003.

Respondent Citigroup signed the Uniform Submission Agreement: December 3, 2003.

Respondent Grubman signed the Uniform Submission Agreement: December 3, 2003.

Amended Statement of Claim filed by Claimant on or about: July 20, 2004.

Answer to Amended Statement of Claim filed by Respondents on or about: August 30, 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 \$19,586.50, 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*.

On or about December 2, 2004, Claimant filed his Request to Convert Simplified Arbitration to Full Panel Hearing. On or about December 9, 2004, Respondents filed their Opposition to Claimant's Request. On or about December 20, 2004, the Arbitrator issued an Order denying Claimant's Request. The Arbitrator determined to rule on the parties' written submissions without conducting an in-person evidentiary hearing.

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 and the parties' submissions, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

Respondents are jointly and severally liable and shall pay to Claimant compensatory damages in the amount of \$19,586.50, plus interest at the Florida legal rate that shall accrue from the date of service of the Award through the date of payment of the Award. Respondents are liable on the claims of breach of fiduciary duty and the doctrine of respondeat superior.

The Arbitrator defers the parties' requests for costs and attorneys' fees to a court of competent jurisdiction for determination.

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
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Adjournment Fees

No adjournments were requested 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.

Injunctive relief fees were not assessed 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 arbitrator(s), including a pre-hearing conference with the arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator @ \$450.00/session	= \$ 450.00
Pre-hearing conference: November 19, 2004 1 session	
<hr/> Total Forum Fees	<hr/> = \$ 450.00

The Panel has assessed the total forum fees of \$450.00 jointly and severally to Respondents.

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
Total Fees	= \$ 125.00
Less Payments	= \$ 125.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Citigroup is solely liable for:

Member Fees	= \$ 425.00
Total Fees	= \$ 425.00
Less Payments	= \$ 425.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

Forum Fees	= \$ 450.00
Total Fees	= \$ 450.00
Less Payments	= \$ 450.00

Balance Due NASD Dispute Resolution = \$ 0.00

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

ARBITRATION PANEL

Lee E. Karofsky, J.D.

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Sole Public Arbitrator

Sole Arbitrator's Signature

/s/
Lee E. Karofsky, J.D.
Sole Public Arbitrator

January 26, 2005
Signature Date

January 27, 2005
Date of Service (For NASD Dispute Resolution office use only)

FROM : LEE KAROFISKY

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Jan. 26 2005 12:25PM P5

Jan. 26 2005 12:57PM NASD

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Balance Due NASD Dispute Resolution

= \$ 0.00

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

ARBITRATION PANEL

Lee E. Karofsky, J.D.

Sole Public Arbitrator

Sole Arbitrator's Signature



Lee E. Karofsky, J.D.
Sole Public Arbitrator

1/26/05
Signature Date

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