

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Walter D. Copeland and Concetta M. Copeland (Claimants) v. Salomon Smith Barney and Todd M. Hoffman (Respondents)

Case Number: 03-09087

Hearing Site: Buffalo, New York

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

REPRESENTATION OF PARTIES

Claimants Walter D. Copeland ("W. Copeland") and Concetta M. Copeland ("C. Copeland") hereinafter collectively referred to as "Claimants": A. Jude Avelino, Esq., and Vincent Imbesi, Esq., Avelino & Associates, P.C., New York, NY.

Respondents Salomon Smith Barney n/k/a Citigroup Global Markets, Inc., ("Citigroup") and Todd M. Hoffman ("Hoffman") hereinafter collectively referred to as "Respondents": Todd A. Zuckerbrod, Esq., Greenberg Traurig, P.A., West Palm Beach, FL.

CASE INFORMATION

Statement of Claim filed on or about: December 22, 2003.

Claimant W. Copeland signed the Uniform Submission Agreement: December 19, 2003.

Claimant C. Copeland signed the Uniform Submission Agreement: December 19, 2003.

Joint Statement of Answer filed by Respondents on or about: May 11, 2004.

Respondent Citigroup signed the Uniform Submission Agreement: June 21, 2004.

Respondent Hoffman signed the Uniform Submission Agreement: June 18, 2004.

CASE SUMMARY

Claimants asserted the following causes of action: suitability, breach of fiduciary duty, failure to supervise, common law fraud, breach of contract, and violations of NASD rules. The causes of action relate to preferred stock and bonds.

Unless specifically admitted in their Answer, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various defenses.

RELIEF REQUESTED

Claimants requested damages in the amount of \$215,879.00, including commissions generated together with additional damages, pre-award and post-award interest, an undetermined amount of interest at an annual rate of six percent that Claimants would have received had their accounts been invested in suitable holdings, rescission of all unsuitable transactions, costs, attorneys' fees and such other and further relief as the Panel deems just and proper.

Respondents requested dismissal of the Statement of Claim in its entirety.

OTHER ISSUES CONSIDERED AND DECIDED

By letter dated July 25, 2005, Claimants notified NASD Dispute Resolution that the parties had settled this matter.

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

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Claimants' claims are dismissed with prejudice in their entirety.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Todd D. Hoffman's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Todd D. Hoffman must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
3. Any and all relief not specifically addressed herein, including punitive damages, is denied.

FEES

Pursuant to 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 = \$ 300.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter, Citigroup Global Markets, Inc. is 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

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:

July 26-29, 2005, settled by Claimants	= \$ 150.00
July 26-29, 2005, settled by Respondents	= \$ 150.00

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing 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. Forum fees associated with these proceedings are:

(1) Pre-hearing conference session with the Panel @ \$1,125.00/session	= \$ 1,125.00
<u>Pre-hearing conference: August 23, 2004 1 session</u>	
Total Forum Fees	= \$ 1,125.00

1. The parties have agreed that Claimants jointly and severally are liable for \$562.50 of the forum fees.
2. The parties have agreed that Respondents jointly and severally are liable for \$562.50 of the forum fees.

Fee Summary

1. Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
Three-Day Cancellation Fee	= \$ 150.00
<u>Forum Fees</u>	<u>= \$ 1,125.00</u>
Total Fees	= \$ 1,575.00
<u>Less payments</u>	<u>= \$ 1,425.00</u>

Balance Due NASD Dispute Resolution = \$ 150.00

Pursuant to Rule 10332(f) of the Code of Arbitration Procedure, NASD is retaining the total amount of the hearing session deposited by the Claimants because this office was notified by the parties that they settled or withdrew this matter within eight business days of the first scheduled hearing session.

2. 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

3. Respondents Citigroup and Hoffman are jointly and severally liable for:

Three-Day Cancellation Fee	= \$ 150.00
<u>Forum Fees</u>	= \$ 562.50
Total Fees	= \$ 712.50
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 712.50

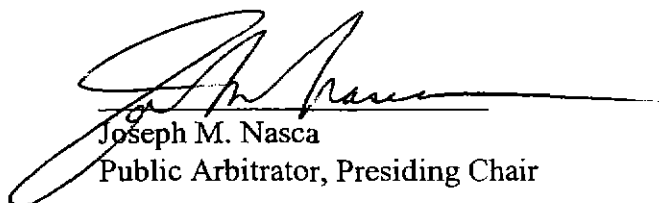
All balances are due and payable to NASD Dispute Resolution.

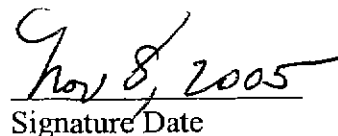
ARBITRATION PANEL

Joseph M. Nasca, Esq.	-	Public Arbitrator, Presiding Chair
Patricia H. Potts	-	Public Arbitrator
Angela M. Potter	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument, which is my award.


Joseph M. Nasca
Public Arbitrator, Presiding Chair


Signature Date

Patricia H. Potts
Public Arbitrator

Signature Date

Angela M. Potter
Non-Public Arbitrator

Signature Date

December 8, 2005

Date of Service (For NASD office use only)

ARBITRATION PANEL


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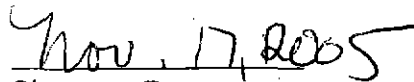
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Public Arbitrator, Presiding Chair

Signature Date



Patricia H. Potts
Public Arbitrator



Signature Date

Angela M. Potter
Non-Public Arbitrator

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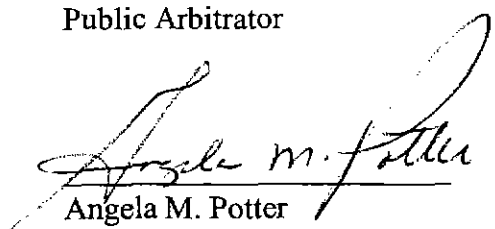
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Joseph M. Nasca
Public Arbitrator, Presiding Chair

Signature Date

Patricia H. Potts
Public Arbitrator

Signature Date



Angela M. Potter
Non-Public Arbitrator

11/25/2005
Signature Date

December 8, 2005

Date of Service (For NASD office use only)