

NASD DISPUTE RESOLUTION AWARD
NASD DISPUTE RESOLUTION

CASE: 04-01438

Joyce Jonas and Lillian D'Elia, Claimants v. Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc., David Bateman, and Kim Heiman, Respondents

ATTORNEYS:

Claimants Joyce Jonas and Lillian D'Elia ("Claimants") appeared *pro se*, Port St. Lucie, FL.

For Respondents Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc., David Bateman, and Kim Heiman ("Respondents") appeared Ann Parry, Esq., in-house counsel, Citigroup Global Markets, Inc., New York, NY.

NATURE OF DISPUTE: Customers v. Member and Associated Persons.

DATE FILED: March 3, 2004.

CASE SUMMARY: Claimants alleged that Respondents failed to advise them appropriately regarding the investments in their account. Claimants further alleged that Respondents placed them in investments that were unsuitable for their investment objectives and age. Claimants maintained that due to Respondents' actions, the account suffered losses. Claimants' claim involved corporate bonds and mutual funds.

ARBITRATOR'S REPORT: "I have carefully reviewed Claimants' original Statement of Claim and attached Information Sheet, Respondents' Answer to the Statement of Claim, along with the supporting documentation submitted by both sides in this matter.

Claimants stated in their claim letter dated May 23, 2004, that 'the brokers at Salomon Smith Barney are charismatic young men who put in a lot of hours, I am sure, studying investment opportunities for their clients, and I appreciate that.' In essence, Claimants' case appears to be based on their belief that Salomon Smith Barney, David Bateman, and Kim Heiman 'could have done a better job' for them.

It appears, however, that Mr. Bateman and Mr. Heiman held several lengthy in-person meetings with the Claimants describing the risks and projected rates of returns for the proposed laddered portfolio of high grade bonds and mutual fund they recommended. Mr. Heiman and Mr. Bateman did not implement the recommended bond and mutual fund purchases until they were convinced that the Claimants understood the nature of the investments and had given their explicit approval to proceed. Furthermore, Claimants received monthly statements and confirmation slips that apprised them of the activity in their account. If the activity in their account did not reflect their instructions, or meet their investment objectives, Claimants had ample opportunity to take appropriate action to rectify the situation.

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Claimants failed to prove negligence on the part of Salomon Smith Barney, David Bateman, or Kim Heiman. Consequently, the Claimants' request for damages is denied".

Claim Data

Claim: \$19,428.00
Interest: \$450.00
Filing Fees: \$450.00

Award Data

Award: \$.00
Interest: \$.00
Filing Fees: \$.00

AWARD: The undersigned arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows: 1) The claims of Claimant are dismissed in their entirety. 2) All requests for interest are denied. 3) All other relief requests are denied. 4) NASD Dispute Resolution shall retain the \$425.00 filing fee that the Claimant deposited previously.

OTHER FEES: Pursuant to Rule 10333 of the Code, Respondent Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc. has paid to NASD Dispute Resolution the \$425.00 Member Surcharge previously invoiced.

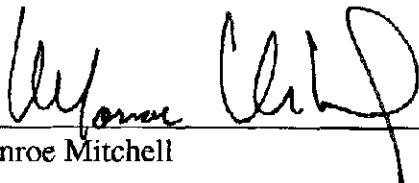
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Monroe Mitchell

- Sole Public Arbitrator

AFFIRMATION

I, Monroe Mitchell, 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.

A handwritten signature in cursive script, appearing to read "Monroe Mitchell", written over a horizontal line.

Monroe Mitchell

10/22/04

Signature Date

November 2, 2004

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